

ESHB 1236 - S AMD 672

By Senator Mullet

ADOPTED 04/08/2021

1 Strike everything after the enacting clause and insert the
2 following:

3 **"Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and
4 2019 c 23 s 1 are each reenacted and amended to read as follows:

5 As used in this chapter:

6 (1) "Active duty" means service authorized by the president of
7 the United States, the secretary of defense, or the governor for a
8 period of more than (~~thirty~~) 30 consecutive days.

9 (2) "Certificate of inspection" means an unsworn statement,
10 declaration, verification, or certificate made in accordance with the
11 requirements of chapter 5.50 RCW by a qualified inspector that states
12 that the landlord has not failed to fulfill any substantial
13 obligation imposed under RCW 59.18.060 that endangers or impairs the
14 health or safety of a tenant, including (a) structural members that
15 are of insufficient size or strength to carry imposed loads with
16 safety, (b) exposure of the occupants to the weather, (c) plumbing
17 and sanitation defects that directly expose the occupants to the risk
18 of illness or injury, (d) not providing facilities adequate to supply
19 heat and water and hot water as reasonably required by the tenant,
20 (e) providing heating or ventilation systems that are not functional
21 or are hazardous, (f) defective, hazardous, or missing electrical
22 wiring or electrical service, (g) defective or hazardous exits that
23 increase the risk of injury to occupants, and (h) conditions that
24 increase the risk of fire.

25 (3) "Commercially reasonable manner," with respect to a sale of a
26 deceased tenant's personal property, means a sale where every aspect
27 of the sale, including the method, manner, time, place, and other
28 terms, must be commercially reasonable. If commercially reasonable, a
29 landlord may sell the tenant's property by public or private
30 proceedings, by one or more contracts, as a unit or in parcels, and
31 at any time and place and on any terms.

1 (4) "Comprehensive reusable tenant screening report" means a
2 tenant screening report prepared by a consumer reporting agency at
3 the direction of and paid for by the prospective tenant and made
4 available directly to a prospective landlord at no charge, which
5 contains all of the following: (a) A consumer credit report prepared
6 by a consumer reporting agency within the past (~~thirty~~) 30 days;
7 (b) the prospective tenant's criminal history; (c) the prospective
8 tenant's eviction history; (d) an employment verification; and (e)
9 the prospective tenant's address and rental history.

10 (5) "Criminal history" means a report containing or summarizing
11 (a) the prospective tenant's criminal convictions and pending cases,
12 the final disposition of which antedates the report by no more than
13 seven years, and (b) the results of a sex offender registry and
14 United States department of the treasury's office of foreign assets
15 control search, all based on at least seven years of address history
16 and alias information provided by the prospective tenant or available
17 in the consumer credit report.

18 (6) "Designated person" means a person designated by the tenant
19 under RCW 59.18.590.

20 (7) "Distressed home" has the same meaning as in RCW 61.34.020.

21 (8) "Distressed home conveyance" has the same meaning as in RCW
22 61.34.020.

23 (9) "Distressed home purchaser" has the same meaning as in RCW
24 61.34.020.

25 (10) "Dwelling unit" is a structure or that part of a structure
26 which is used as a home, residence, or sleeping place by one person
27 or by two or more persons maintaining a common household, including
28 but not limited to single-family residences and units of multiplexes,
29 apartment buildings, and mobile homes.

30 (11) "Eviction history" means a report containing or summarizing
31 the contents of any records of unlawful detainer actions concerning
32 the prospective tenant that are reportable in accordance with state
33 law, are lawful for landlords to consider, and are obtained after a
34 search based on at least seven years of address history and alias
35 information provided by the prospective tenant or available in the
36 consumer credit report.

37 (12) "Gang" means a group that: (a) Consists of three or more
38 persons; (b) has identifiable leadership or an identifiable name,
39 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
40 acts in concert mainly for criminal purposes.

1 (13) "Gang-related activity" means any activity that occurs
2 within the gang or advances a gang purpose.

3 (14) "In danger of foreclosure" means any of the following:

4 (a) The homeowner has defaulted on the mortgage and, under the
5 terms of the mortgage, the mortgagee has the right to accelerate full
6 payment of the mortgage and repossess, sell, or cause to be sold the
7 property;

8 (b) The homeowner is at least (~~thirty~~) 30 days delinquent on
9 any loan that is secured by the property; or

10 (c) The homeowner has a good faith belief that he or she is
11 likely to default on the mortgage within the upcoming four months due
12 to a lack of funds, and the homeowner has reported this belief to:

13 (i) The mortgagee;

14 (ii) A person licensed or required to be licensed under chapter
15 19.134 RCW;

16 (iii) A person licensed or required to be licensed under chapter
17 19.146 RCW;

18 (iv) A person licensed or required to be licensed under chapter
19 18.85 RCW;

20 (v) An attorney-at-law;

21 (vi) A mortgage counselor or other credit counselor licensed or
22 certified by any federal, state, or local agency; or

23 (vii) Any other party to a distressed property conveyance.

24 (15) "Landlord" means the owner, lessor, or sublessor of the
25 dwelling unit or the property of which it is a part, and in addition
26 means any person designated as representative of the owner, lessor,
27 or sublessor including, but not limited to, an agent, a resident
28 manager, or a designated property manager.

29 (16) "Mortgage" is used in the general sense and includes all
30 instruments, including deeds of trust, that are used to secure an
31 obligation by an interest in real property.

32 (17) "Orders" means written official military orders, or any
33 written notification, certification, or verification from the service
34 member's commanding officer, with respect to the service member's
35 current or future military status.

36 (18) "Owner" means one or more persons, jointly or severally, in
37 whom is vested:

38 (a) All or any part of the legal title to property; or

39 (b) All or part of the beneficial ownership, and a right to
40 present use and enjoyment of the property.

1 (19) "Permanent change of station" means: (a) Transfer to a unit
2 located at another port or duty station; (b) change in a unit's home
3 port or permanent duty station; (c) call to active duty for a period
4 not less than (~~ninety~~) 90 days; (d) separation; or (e) retirement.

5 (20) "Person" means an individual, group of individuals,
6 corporation, government, or governmental agency, business trust,
7 estate, trust, partnership, or association, two or more persons
8 having a joint or common interest, or any other legal or commercial
9 entity.

10 (21) "Premises" means a dwelling unit, appurtenances thereto,
11 grounds, and facilities held out for the use of tenants generally and
12 any other area or facility which is held out for use by the tenant.

13 (22) "Property" or "rental property" means all dwelling units on
14 a contiguous quantity of land managed by the same landlord as a
15 single, rental complex.

16 (23) "Prospective landlord" means a landlord or a person who
17 advertises, solicits, offers, or otherwise holds a dwelling unit out
18 as available for rent.

19 (24) "Prospective tenant" means a tenant or a person who has
20 applied for residential housing that is governed under this chapter.

21 (25) "Qualified inspector" means a United States department of
22 housing and urban development certified inspector; a Washington state
23 licensed home inspector; an American society of home inspectors
24 certified inspector; a private inspector certified by the national
25 association of housing and redevelopment officials, the American
26 association of code enforcement, or other comparable professional
27 association as approved by the local municipality; a municipal code
28 enforcement officer; a Washington licensed structural engineer; or a
29 Washington licensed architect.

30 (26) "Reasonable attorneys' fees," where authorized in this
31 chapter, means an amount to be determined including the following
32 factors: The time and labor required, the novelty and difficulty of
33 the questions involved, the skill requisite to perform the legal
34 service properly, the fee customarily charged in the locality for
35 similar legal services, the amount involved and the results obtained,
36 and the experience, reputation and ability of the lawyer or lawyers
37 performing the services.

38 (27) "Reasonable manner," with respect to disposing of a deceased
39 tenant's personal property, means to dispose of the property by
40 donation to a not-for-profit charitable organization, by removal of

1 the property by a trash hauler or recycler, or by any other method
2 that is reasonable under the circumstances.

3 (28) "Rent" or "rental amount" means recurring and periodic
4 charges identified in the rental agreement for the use and occupancy
5 of the premises, which may include charges for utilities. Except as
6 provided in RCW 59.18.283(3), these terms do not include nonrecurring
7 charges for costs incurred due to late payment, damages, deposits,
8 legal costs, or other fees, including attorneys' fees.

9 (29) "Rental agreement" or "lease" means all agreements which
10 establish or modify the terms, conditions, rules, regulations, or any
11 other provisions concerning the use and occupancy of a dwelling unit.

12 (30) "Service member" means an active member of the United States
13 armed forces, a member of a military reserve component, or a member
14 of the national guard who is either stationed in or a resident of
15 Washington state.

16 (31) A "single-family residence" is a structure maintained and
17 used as a single dwelling unit. Notwithstanding that a dwelling unit
18 shares one or more walls with another dwelling unit, it shall be
19 deemed a single-family residence if it has direct access to a street
20 and shares neither heating facilities nor hot water equipment, nor
21 any other essential facility or service, with any other dwelling
22 unit.

23 (32) A "tenant" is any person who is entitled to occupy a
24 dwelling unit primarily for living or dwelling purposes under a
25 rental agreement.

26 (33) "Tenant representative" means:

27 (a) A personal representative of a deceased tenant's estate if
28 known to the landlord;

29 (b) If the landlord has no knowledge that a personal
30 representative has been appointed for the deceased tenant's estate, a
31 person claiming to be a successor of the deceased tenant who has
32 provided the landlord with proof of death and an affidavit made by
33 the person that meets the requirements of RCW 11.62.010(2);

34 (c) In the absence of a personal representative under (a) of this
35 subsection or a person claiming to be a successor under (b) of this
36 subsection, a designated person; or

37 (d) In the absence of a personal representative under (a) of this
38 subsection, a person claiming to be a successor under (b) of this
39 subsection, or a designated person under (c) of this subsection, any
40 person who provides the landlord with reasonable evidence that he or

1 she is a successor of the deceased tenant as defined in RCW
2 11.62.005. The landlord has no obligation to identify all of the
3 deceased tenant's successors.

4 (34) "Tenant screening" means using a consumer report or other
5 information about a prospective tenant in deciding whether to make or
6 accept an offer for residential rental property to or from a
7 prospective tenant.

8 (35) "Tenant screening report" means a consumer report as defined
9 in RCW 19.182.010 and any other information collected by a tenant
10 screening service.

11 (36) "Immediate family" includes state registered domestic
12 partner, spouse, parents, grandparents, children, including foster
13 children, siblings, and in-laws.

14 (37) "Subsidized housing" refers to rental housing for very low-
15 income or low-income households that is a dwelling unit operated
16 directly by a public housing authority or its affiliate, or that is
17 insured, financed, or assisted in whole or in part through one of the
18 following sources:

19 (a) A federal program or state housing program administered by
20 the department of commerce or the Washington state housing finance
21 commission;

22 (b) A federal housing program administered by a city or county
23 government;

24 (c) An affordable housing levy authorized under RCW 84.52.105; or

25 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
26 any of the surcharges authorized in chapter 43.185C RCW.

27 (38) "Transitional housing" means housing units owned, operated,
28 or managed by a nonprofit organization or governmental entity in
29 which supportive services are provided to individuals and families
30 that were formerly homeless, with the intent to stabilize them and
31 move them to permanent housing within a period of not more than
32 twenty-four months, or longer if the program is limited to tenants
33 within a specified age range or the program is intended for tenants
34 in need of time to complete and transition from educational or
35 training or service programs.

36 NEW SECTION. Sec. 2. A new section is added to chapter 59.18
37 RCW to read as follows:

38 (1)(a) A landlord may not evict a tenant, refuse to continue a
39 tenancy, or end a periodic tenancy except for the causes enumerated

1 in subsection (2) of this section and as otherwise provided in this
2 subsection.

3 (b) If a landlord and tenant enter into a rental agreement that
4 provides for the tenancy to continue for an indefinite period on a
5 month-to-month or periodic basis after the agreement expires, the
6 landlord may not end the tenancy except for the causes enumerated in
7 subsection (2) of this section; however, a landlord may end such a
8 tenancy at the end of the initial period of the rental agreement
9 without cause only if:

10 (i) At the inception of the tenancy, the landlord and tenant
11 entered into a rental agreement between six and 12 months; and

12 (ii) The landlord has provided the tenant before the end of the
13 initial lease period at least 60 days' advance written notice ending
14 the tenancy, served in a manner consistent with RCW 59.12.040.

15 (c) If a landlord and tenant enter into a rental agreement for a
16 specified period in which the tenancy by the terms of the rental
17 agreement does not continue for an indefinite period on a month-to-
18 month or periodic basis after the end of the specified period, the
19 landlord may end such a tenancy without cause upon expiration of the
20 specified period only if:

21 (i) At the inception of the tenancy, the landlord and tenant
22 entered into a rental agreement of 12 months or more for a specified
23 period, or the landlord and tenant have continuously and without
24 interruption entered into successive rental agreements of six months
25 or more for a specified period since the inception of the tenancy;

26 (ii) The landlord has provided the tenant before the end of the
27 specified period at least 60 days' advance written notice that the
28 tenancy will be deemed expired at the end of such specified period,
29 served in a manner consistent with RCW 59.12.040; and

30 (iii) The tenancy has not been for an indefinite period on a
31 month-to-month or periodic basis at any point since the inception of
32 the tenancy. However, for any tenancy of an indefinite period in
33 existence as of the effective date of this section, if the landlord
34 and tenant enter into a rental agreement between the effective date
35 of this section and three months following the expiration of the
36 governor's proclamation 20-19.6 or any extensions thereof, the
37 landlord may exercise rights under this subsection (1)(c) as if the
38 rental agreement was entered into at the inception of the tenancy
39 provided that the rental agreement is otherwise in accordance with
40 this subsection (1)(c).

1 (d) For all other tenancies of a specified period not covered
2 under (b) or (c) of this subsection, and for tenancies of an
3 indefinite period on a month-to-month or periodic basis, a landlord
4 may not end the tenancy except for the causes enumerated in
5 subsection (2) of this section. Upon the end date of the tenancy of a
6 specified period, the tenancy becomes a month-to-month tenancy.

7 (e) Nothing prohibits a landlord and tenant from entering into
8 subsequent lease agreements that are in compliance with the
9 requirements in subsection (2) of this section.

10 (f) A tenant may end a tenancy for a specified time by providing
11 notice in writing not less than 20 days prior to the ending date of
12 the specified time.

13 (2) The following reasons listed in this subsection constitute
14 cause pursuant to subsection (1) of this section:

15 (a) The tenant continues in possession in person or by subtenant
16 after a default in the payment of rent, and after written notice
17 requiring, in the alternative, the payment of the rent or the
18 surrender of the detained premises has remained uncomplied with for
19 the period set forth in RCW 59.12.030(3) for tenants subject to this
20 chapter. The written notice may be served at any time after the rent
21 becomes due;

22 (b) The tenant continues in possession after substantial breach
23 of a material program requirement of subsidized housing, material
24 term subscribed to by the tenant within the lease or rental
25 agreement, or a tenant obligation imposed by law, other than one for
26 monetary damages, and after the landlord has served written notice
27 specifying the acts or omissions constituting the breach and
28 requiring, in the alternative, that the breach be remedied or the
29 rental agreement will end, and the breach has not been adequately
30 remedied by the date specified in the notice, which date must be at
31 least 10 days after service of the notice;

32 (c) The tenant continues in possession after having received at
33 least three days' advance written notice to quit after he or she
34 commits or permits waste or nuisance upon the premises, unlawful
35 activity that affects the use and enjoyment of the premises, or other
36 substantial or repeated and unreasonable interference with the use
37 and enjoyment of the premises by the landlord or neighbors of the
38 tenant;

39 (d) The tenant continues in possession after the landlord of a
40 dwelling unit in good faith seeks possession so that the owner or his

1 or her immediate family may occupy the unit as that person's
2 principal residence and no substantially equivalent unit is vacant
3 and available to house the owner or his or her immediate family in
4 the same building, and the owner has provided at least 90 days'
5 advance written notice of the date the tenant's possession is to end.
6 There is a rebuttable presumption that the owner did not act in good
7 faith if the owner or immediate family fails to occupy the unit as a
8 principal residence for at least 60 consecutive days during the 90
9 days immediately after the tenant vacated the unit pursuant to a
10 notice to vacate using this subsection (2)(d) as the cause for the
11 lease ending;

12 (e) The tenant continues in possession after the owner elects to
13 sell a single-family residence and the landlord has provided at least
14 90 days' advance written notice of the date the tenant's possession
15 is to end. For the purposes of this subsection (2)(e), an owner
16 "elects to sell" when the owner makes reasonable attempts to sell the
17 dwelling within 30 days after the tenant has vacated, including, at a
18 minimum, listing it for sale at a reasonable price with a realty
19 agency or advertising it for sale at a reasonable price by listing it
20 on the real estate multiple listing service. There shall be a
21 rebuttable presumption that the owner did not intend to sell the unit
22 if:

23 (i) Within 30 days after the tenant has vacated, the owner does
24 not list the single-family dwelling unit for sale at a reasonable
25 price with a realty agency or advertise it for sale at a reasonable
26 price by listing it on the real estate multiple listing service; or

27 (ii) Within 90 days after the date the tenant vacated or the date
28 the property was listed for sale, whichever is later, the owner
29 withdraws the rental unit from the market, the landlord rents the
30 unit to someone other than the former tenant, or the landlord
31 otherwise indicates that the owner does not intend to sell the unit;

32 (f) The tenant continues in possession of the premises after the
33 landlord serves the tenant with advance written notice pursuant to
34 RCW 59.18.200(2)(c);

35 (g) The tenant continues in possession after the owner elects to
36 withdraw the premises to pursue a conversion pursuant to RCW
37 64.34.440 or 64.90.655;

38 (h) The tenant continues in possession, after the landlord has
39 provided at least 30 days' advance written notice to vacate that: (i)
40 The premises has been certified or condemned as uninhabitable by a

1 local agency charged with the authority to issue such an order; and
2 (ii) continued habitation of the premises would subject the landlord
3 to civil or criminal penalties. However, if the terms of the local
4 agency's order do not allow the landlord to provide at least 30 days'
5 advance written notice, the landlord must provide as much advance
6 written notice as is possible and still comply with the order;

7 (i) The tenant continues in possession after an owner or lessor,
8 with whom the tenant shares the dwelling unit or access to a common
9 kitchen or bathroom area, has served at least 20 days' advance
10 written notice to vacate prior to the end of the rental term or, if a
11 periodic tenancy, the end of the rental period;

12 (j) The tenant continues in possession of a dwelling unit in
13 transitional housing after having received at least 30 days' advance
14 written notice to vacate in advance of the expiration of the
15 transitional housing program, the tenant has aged out of the
16 transitional housing program, or the tenant has completed an
17 educational or training or service program and is no longer eligible
18 to participate in the transitional housing program. Nothing in this
19 subsection (2)(j) prohibits the ending of a tenancy in transitional
20 housing for any of the other causes specified in this subsection;

21 (k) The tenant continues in possession of a dwelling unit after
22 the expiration of a rental agreement without signing a proposed new
23 rental agreement proffered by the landlord; provided, that the
24 landlord proffered the proposed new rental agreement at least 30 days
25 prior to the expiration of the current rental agreement and that any
26 new terms and conditions of the proposed new rental agreement are
27 reasonable. This subsection (2)(k) does not apply to tenants whose
28 tenancies are or have become periodic;

29 (l) The tenant continues in possession after having received at
30 least 30 days' advance written notice to vacate due to intentional,
31 knowing, and material misrepresentations or omissions made on the
32 tenant's application at the inception of the tenancy that, had these
33 misrepresentations or omissions not been made, would have resulted in
34 the landlord requesting additional information or taking an adverse
35 action;

36 (m) The tenant continues in possession after having received at
37 least 60 days' advance written notice to vacate for other good cause
38 prior to the end of the period or rental agreement and such cause
39 constitutes a legitimate economic or business reason not covered or
40 related to a basis for ending the lease as enumerated under this

1 subsection (2). When the landlord relies on this basis for ending the
2 tenancy, the court may stay any writ of restitution for up to 60
3 additional days for good cause shown, including difficulty procuring
4 alternative housing. The court must condition such a stay upon the
5 tenant's continued payment of rent during the stay period. Upon
6 granting such a stay, the court must award court costs and fees as
7 allowed under this chapter;

8 (n) (i) The tenant continues in possession after having received
9 at least 60 days' written notice to vacate prior to the end of the
10 period or rental agreement and the tenant has committed four or more
11 of the following violations, other than ones for monetary damages,
12 within the preceding 12-month period, the tenant has remedied or
13 cured the violation, and the landlord has provided the tenant a
14 written warning notice at the time of each violation: A substantial
15 breach of a material program requirement of subsidized housing, a
16 substantial breach of a material term subscribed to by the tenant
17 within the lease or rental agreement, or a substantial breach of a
18 tenant obligation imposed by law;

19 (ii) Each written warning notice must:

20 (A) Specify the violation;

21 (B) Provide the tenant an opportunity to cure the violation;

22 (C) State that the landlord may choose to end the tenancy at the
23 end of the rental term if there are four violations within a 12-month
24 period preceding the end of the term; and

25 (D) State that correcting the fourth or subsequent violation is
26 not a defense to the ending of the lease under this subsection;

27 (iii) The 60-day notice to vacate must:

28 (A) State that the rental agreement will end upon the specified
29 ending date for the rental term or upon a designated date not less
30 than 60 days after the delivery of the notice, whichever is later;

31 (B) Specify the reason for ending the lease and supporting facts;
32 and

33 (C) Be served to the tenant concurrent with or after the fourth
34 or subsequent written warning notice;

35 (iv) The notice under this subsection must include all notices
36 supporting the basis of ending the lease;

37 (v) Any notices asserted under this subsection must pertain to
38 four or more separate incidents or occurrences; and

39 (vi) This subsection (2) (n) does not absolve a landlord from
40 demonstrating by admissible evidence that the four or more violations

1 constituted breaches under (b) of this subsection at the time of the
2 violation had the tenant not remedied or cured the violation;

3 (o) The tenant continues in possession after having received at
4 least 60 days' advance written notice to vacate prior to the end of
5 the rental period or rental agreement if the tenant is required to
6 register as a sex offender during the tenancy, or failed to disclose
7 a requirement to register as a sex offender when required in the
8 rental application or otherwise known to the property owner at the
9 beginning of the tenancy;

10 (p) The tenant continues in possession after having received at
11 least 20 days' advance written notice to vacate prior to the end of
12 the rental period or rental agreement if the tenant has made unwanted
13 sexual advances or other acts of sexual harassment directed at the
14 property owner, property manager, property employee, or another
15 tenant based on the person's race, gender, or other protected status
16 in violation of any covenant or term in the lease.

17 (3) When a tenant has permanently vacated due to voluntary or
18 involuntary events, other than by the ending of the tenancy by the
19 landlord, a landlord must serve a notice to any remaining occupants
20 who had coresided with the tenant at least six months prior to and up
21 to the time the tenant permanently vacated, requiring the occupants
22 to either apply to become a party to the rental agreement or vacate
23 within 30 days of service of such notice. In processing any
24 application from a remaining occupant under this subsection, the
25 landlord may require the occupant to meet the same screening,
26 background, and financial criteria as would any other prospective
27 tenant to continue the tenancy. If the occupant fails to apply within
28 30 days of receipt of the notice in this subsection, or the
29 application is denied for failure to meet the criteria, the landlord
30 may commence an unlawful detainer action under this chapter. If an
31 occupant becomes a party to the tenancy pursuant to this subsection,
32 a landlord may not end the tenancy except as provided under
33 subsection (2) of this section. This subsection does not apply to
34 tenants residing in subsidized housing.

35 (4) A landlord who removes a tenant or causes a tenant to be
36 removed from a dwelling in any way in violation of this section is
37 liable to the tenant for wrongful eviction, and the tenant prevailing
38 in such an action is entitled to the greater of their economic and
39 noneconomic damages or three times the monthly rent of the dwelling
40 at issue, and reasonable attorneys' fees and court costs.

1 (5) Nothing in subsection (2)(d), (e), or (f) of this section
2 permits a landlord to end a tenancy for a specified period before the
3 completion of the term unless the landlord and the tenant mutually
4 consent, in writing, to ending the tenancy early and the tenant is
5 afforded at least 60 days to vacate.

6 (6) All written notices required under subsection (2) of this
7 section must:

8 (a) Be served in a manner consistent with RCW 59.12.040; and

9 (b) Identify the facts and circumstances known and available to
10 the landlord at the time of the issuance of the notice that support
11 the cause or causes with enough specificity so as to enable the
12 tenant to respond and prepare a defense to any incidents alleged. The
13 landlord may present additional facts and circumstances regarding the
14 allegations within the notice if such evidence was unknown or
15 unavailable at the time of the issuance of the notice.

16 **Sec. 3.** RCW 59.18.200 and 2019 c 339 s 1 and 2019 c 23 s 2 are
17 each reenacted and amended to read as follows:

18 (1)(a) When premises are rented for an indefinite time, with
19 monthly or other periodic rent reserved, such tenancy shall be
20 construed to be a tenancy from month to month, or from period to
21 period on which rent is payable, and shall ~~((be terminated))~~ end by
22 written notice of ~~((twenty))~~ 20 days or more, preceding the end of
23 any of the months or periods of tenancy, given by ~~((either party))~~
24 the tenant to the ~~((other))~~ landlord.

25 (b) Any tenant who is a member of the armed forces, including the
26 national guard and armed forces reserves, or that tenant's spouse or
27 dependent, may ~~((terminate))~~ end a rental agreement with less than
28 ~~((twenty))~~ 20 days' written notice if the tenant receives permanent
29 change of station or deployment orders that do not allow a ~~((twenty))~~
30 20-day written notice.

31 (2)(a) Whenever a landlord plans to change to a policy of
32 excluding children, the landlord shall give a written notice to a
33 tenant at least ~~((ninety))~~ 90 days before ~~((termination of))~~ the
34 tenancy ends to effectuate such change in policy. Such ~~((ninety))~~ 90-
35 day notice shall be in lieu of the notice required by subsection (1)
36 of this section. However, if after giving the ~~((ninety))~~ 90-day
37 notice the change in policy is delayed, the notice requirements of
38 subsection (1) of this section shall apply unless waived by the
39 tenant.

1 (b) Whenever a landlord plans to change any apartment or
2 apartments to a condominium form of ownership, the landlord shall
3 provide a written notice to a tenant at least (~~(one hundred twenty)~~)
4 120 days before (~~(termination of)~~) the tenancy ends, in compliance
5 with RCW 64.34.440(1), to effectuate such change. The (~~(one hundred~~
6 ~~twenty day)~~) 120-day notice is in lieu of the notice required in
7 subsection (1) of this section. However, if after providing the (~~(one~~
8 ~~hundred twenty day)~~) 120-day notice the change to a condominium form
9 of ownership is delayed, the notice requirements in subsection (1) of
10 this section apply unless waived by the tenant.

11 (c)(i) Whenever a landlord plans to demolish or substantially
12 rehabilitate premises or plans a change of use of premises, the
13 landlord shall provide a written notice to a tenant at least (~~(one~~
14 ~~hundred twenty)~~) 120 days before (~~(termination of)~~) the tenancy ends.
15 This subsection (2)(c)(i) does not apply to jurisdictions that have
16 created a relocation assistance program under RCW 59.18.440 and
17 otherwise provide (~~(one hundred twenty)~~) 120 days' notice.

18 (ii) For purposes of this subsection (2)(c):

19 (A) "Assisted housing development" means a multifamily rental
20 housing development that either receives government assistance and is
21 defined as federally assisted housing in RCW 59.28.020, or that
22 receives other federal, state, or local government assistance and is
23 subject to use restrictions.

24 (B) "Change of use" means: (I) Conversion of any premises from a
25 residential use to a nonresidential use that results in the
26 displacement of an existing tenant; (II) conversion from one type of
27 residential use to another type of residential use that results in
28 the displacement of an existing tenant, such as conversion to a
29 retirement home, emergency shelter, or transient hotel; or (III)
30 conversion following removal of use restrictions from an assisted
31 housing development that results in the displacement of an existing
32 tenant: PROVIDED, That displacement of an existing tenant in order
33 that the owner or a member of the owner's immediate family may occupy
34 the premises does not constitute a change of use.

35 (C) "Demolish" means the destruction of premises or the
36 relocation of premises to another site that results in the
37 displacement of an existing tenant.

38 (D) "Substantially rehabilitate" means extensive structural
39 repair or extensive remodeling of premises that requires a permit

1 such as a building, electrical, plumbing, or mechanical permit, and
2 that results in the displacement of an existing tenant.

3 ~~((3) A person in violation of subsection (2)(c)(i) of this
4 section may be held liable in a civil action up to three times the
5 monthly rent of the real property at issue. The prevailing party may
6 also recover court costs and reasonable attorneys' fees.))~~

7 **Sec. 4.** RCW 59.18.220 and 2019 c 23 s 3 are each amended to read
8 as follows:

9 (1) ~~((In all))~~ Except as limited under section 2 of this act, in
10 cases where premises are rented for a specified time, by express or
11 implied contract, the tenancy shall be deemed ~~((terminated))~~ expired
12 at the end of such specified time upon notice consistent with section
13 2 of this act, served in a manner consistent with RCW 59.12.040.

14 (2) Any tenant who is a member of the armed forces, including the
15 national guard and armed forces reserves, or that tenant's spouse or
16 dependent, may ~~((terminate))~~ end a tenancy for a specified time if
17 the tenant receives permanent change of station or deployment orders.
18 Before ~~((terminating))~~ ending the tenancy, the tenant, or that
19 tenant's spouse or dependent, shall provide written notice of
20 ~~((twenty))~~ 20 days or more to the landlord, which notice shall
21 include a copy of the official military orders or a signed letter
22 from the service member's commanding officer confirming any of the
23 following criteria are met:

24 (a) The service member is required, pursuant to a permanent
25 change of station orders, to move ~~((thirty-five))~~ 35 miles or more
26 from the location of the rental premises;

27 (b) The service member is prematurely or involuntarily discharged
28 or released from active duty;

29 (c) The service member is released from active duty after having
30 leased the rental premises while on active duty status and the rental
31 premises is ~~((thirty-five))~~ 35 miles or more from the service
32 member's home of record prior to entering active duty;

33 (d) After entering into a rental agreement, the commanding
34 officer directs the service member to move into government provided
35 housing;

36 (e) The service member receives temporary duty orders, temporary
37 change of station orders, or active duty orders to an area ~~((thirty-~~
38 ~~five))~~ 35 miles or more from the location of the rental premises,

1 provided such orders are for a period not less than (~~ninety~~) 90
2 days; or

3 (f) The service member has leased the property, but prior to
4 taking possession of the rental premises, receives change of station
5 orders to an area that is (~~thirty-five~~) 35 miles or more from the
6 location of the rental premises.

7 **Sec. 5.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are
8 each reenacted and amended to read as follows:

9 (1)(a) Any provision of a lease or other agreement, whether oral
10 or written, whereby any section or subsection of this chapter is
11 waived except as provided in RCW 59.18.360 and shall be deemed
12 against public policy and shall be unenforceable. Such
13 unenforceability shall not affect other provisions of the agreement
14 which can be given effect without them.

15 (b) A landlord may not threaten a tenant with eviction for
16 failure to pay nonpossessory charges limited under RCW 59.18.283.

17 (2) No rental agreement may provide that the tenant:

18 (a) Agrees to waive or to forgo rights or remedies under this
19 chapter; or

20 (b) Authorizes any person to confess judgment on a claim arising
21 out of the rental agreement; or

22 (c) Agrees to pay the landlord's attorneys' fees, except as
23 authorized in this chapter; or

24 (d) Agrees to the exculpation or limitation of any liability of
25 the landlord arising under law or to indemnify the landlord for that
26 liability or the costs connected therewith; or

27 (e) And landlord have agreed to a particular arbitrator at the
28 time the rental agreement is entered into; or

29 (f) Agrees to pay late fees for rent that is paid within five
30 days following its due date. If rent is more than five days past due,
31 the landlord may charge late fees commencing from the first day after
32 the due date until paid. Nothing in this subsection prohibits a
33 landlord from serving a notice to pay or vacate at any time after the
34 rent becomes due.

35 (3) A provision prohibited by subsection (2) of this section
36 included in a rental agreement is unenforceable. If a landlord
37 (~~deliberately~~) knowingly uses a rental agreement containing
38 provisions known by him or her to be prohibited, the tenant may
39 recover actual damages sustained by him or her, statutory damages not

1 to exceed (~~five hundred dollars~~) two times the monthly rent charged
2 for the unit, costs of suit, and reasonable attorneys' fees.

3 (4) The common law right of the landlord of distress for rent is
4 hereby abolished for property covered by this chapter. Any provision
5 in a rental agreement creating a lien upon the personal property of
6 the tenant or authorizing a distress for rent is null and void and of
7 no force and effect. Any landlord who takes or detains the personal
8 property of a tenant without the specific written consent of the
9 tenant to such incident of taking or detention, and who, after
10 written demand by the tenant for the return of his or her personal
11 property, refuses to return the same promptly shall be liable to the
12 tenant for the value of the property retained, actual damages, and if
13 the refusal is intentional, may also be liable for damages of up to
14 (~~five hundred dollars~~) \$500 per day but not to exceed (~~five~~
15 ~~thousand dollars~~) \$5,000, for each day or part of a day that the
16 tenant is deprived of his or her property. The prevailing party may
17 recover his or her costs of suit and a reasonable attorneys' fee.

18 In any action, including actions pursuant to chapters 7.64 or
19 12.28 RCW, brought by a tenant or other person to recover possession
20 of his or her personal property taken or detained by a landlord in
21 violation of this section, the court, upon motion and after notice to
22 the opposing parties, may waive or reduce any bond requirements where
23 it appears to be to the satisfaction of the court that the moving
24 party is proceeding in good faith and has, prima facie, a meritorious
25 claim for immediate delivery or redelivery of said property.

26 **Sec. 6.** RCW 59.12.030 and 2019 c 356 s 2 are each amended to
27 read as follows:

28 ((A)) Except as limited under section 2 of this act relating to
29 tenancies under chapter 59.18 RCW, a tenant of real property for a
30 term less than life is liable for unlawful detainer either:

31 (1) When he or she holds over or continues in possession, in
32 person or by subtenant, of the property or any part thereof after the
33 expiration of the term for which it is let to him or her. When real
34 property is leased for a specified term or period by express or
35 implied contract, whether written or oral, the tenancy shall (~~be~~
36 ~~terminated~~) end without notice at the expiration of the specified
37 term or period;

38 (2) When he or she, having leased property for an indefinite time
39 with monthly or other periodic rent reserved, continues in possession

1 thereof, in person or by subtenant, after the end of any such month
2 or period, when the landlord, more than (~~twenty~~) 20 days prior to
3 the end of such month or period, has served notice (in manner in RCW
4 59.12.040 provided) requiring him or her to quit the premises at the
5 expiration of such month or period;

6 (3) When he or she continues in possession in person or by
7 subtenant after a default in the payment of rent, and after notice in
8 writing requiring in the alternative the payment of the rent or the
9 surrender of the detained premises, served (in manner in RCW
10 59.12.040 provided) on behalf of the person entitled to the rent upon
11 the person owing it, has remained uncomplied with for the period of
12 three days after service, or for the period of (~~fourteen~~) 14 days
13 after service for tenancies under chapter 59.18 RCW. The notice may
14 be served at any time after the rent becomes due. For the purposes of
15 this subsection and as applied to tenancies under chapter 59.18 RCW,
16 "rent" has the same meaning as defined in RCW 59.18.030;

17 (4) When he or she continues in possession in person or by
18 subtenant after a neglect or failure to keep or perform any condition
19 or covenant of the lease or agreement under which the property is
20 held, including any covenant not to assign or sublet, other than one
21 for the payment of rent, and after notice in writing requiring in the
22 alternative the performance of such condition or covenant or the
23 surrender of the property, served (in manner in RCW 59.12.040
24 provided) upon him or her, and if there is a subtenant in actual
25 possession of the premises, also upon such subtenant, shall remain
26 uncomplied with for (~~ten~~) 10 days after service thereof. Within
27 (~~ten~~) 10 days after the service of such notice the tenant, or any
28 subtenant in actual occupation of the premises, or any mortgagee of
29 the term, or other person interested in its continuance, may perform
30 such condition or covenant and thereby save the lease from such
31 forfeiture. For the purposes of this subsection and as applied to
32 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
33 defined in RCW 59.18.030;

34 (5) When he or she commits or permits waste upon the demised
35 premises, or when he or she sets up or carries on thereon any
36 unlawful business, or when he or she erects, suffers, permits, or
37 maintains on or about the premises any nuisance, and remains in
38 possession after the service (in manner in RCW 59.12.040 provided)
39 upon him or her of three days' notice to quit;

1 (6) A person who, without the permission of the owner and without
2 having color of title thereto, enters upon land of another and who
3 fails or refuses to remove therefrom after three days' notice, in
4 writing and served upon him or her in the manner provided in RCW
5 59.12.040. Such person may also be subject to the criminal provisions
6 of chapter 9A.52 RCW; or

7 (7) When he or she commits or permits any gang-related activity
8 at the premises as prohibited by RCW 59.18.130.

9 NEW SECTION. **Sec. 7.** This act is necessary for the immediate
10 preservation of the public peace, health, or safety, or support of
11 the state government and its existing public institutions, and takes
12 effect immediately."

ESHB 1236 - S AMD 672

By Senator Mullet

ADOPTED 04/08/2021

13 On page 1, line 4 of the title, after "termination;" strike the
14 remainder of the title and insert "amending RCW 59.18.220 and
15 59.12.030; reenacting and amending RCW 59.18.030, 59.18.200, and
16 59.18.230; adding a new section to chapter 59.18 RCW; prescribing
17 penalties; and declaring an emergency."

EFFECT: (1) Provides that any rental agreement providing for the
tenancy to continue on a month-to-month or periodic basis after the
agreement expires may only be ended by one of the specific enumerated
causes.

(2) Authorizes a landlord to end a rental agreement at the end of
the initial period of the rental agreement without cause only if the
rental agreement is between six and 12 months and at least 60 days'
written notice is provided.

(3) Provides that any rental agreement for a specified period
that does not provide for the tenancy to continue on a month-to-month
or periodic basis after the agreement expires may only be ended
without cause if: The rental agreement at inception is for 6 months
or more or the tenancy has had continual successive rental agreements
of 12 months or more since inception of tenancy, 60 day's advance
written notice is provided, and the tenancy was never on a month-to-
month or periodic basis since inception and during the tenancy except
if the tenancy was periodic between the effective date of the act and
for three months after expiration of the governor's eviction
moratorium proclamation.

(4) Removes language requiring landlords to offer tenants a
repayment plan if there is unpaid rent accrued between March 1, 2020,
and the end of a declared federal or state public health emergency
related to the COVID-19 pandemic.

(5) Provides that tenants who continue in possession of any dwelling unit, and not limited to subsidized housing units, and do not sign a proposed new rental agreement that is reasonable is subject to cause for the lease ending if the proposed new rental agreement is offered at least 30 days before the rental agreement expires.

(6) Clarifies that a tenant must have failed to disclose a requirement to register as a sex offender when required in the rental application to be subject to a 20 days' written notice to vacate.

(7) Modifies provisions addressing any remaining occupants after a tenant vacates the tenancy by requiring the landlord to provide notice to occupants that have coresided at least six months prior to the tenant vacating and requiring such occupants to apply to become a party to the rental agreement or vacate within 30 days of the notice served by the landlord.

(8) Replaces the use of termination language throughout the bill with language consistent with ending of the lease.

(9) Makes technical corrections and other clarifying amendments.

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