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ENGROSSED SUBSTITUTE HOUSE BILL 1236

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State of Washington

67th Legislature

2021 Regular Session

**By** House Housing, Human Services & Veterans (originally sponsored by Representatives Macri, Taylor, Dolan, Gregerson, Berry, Fitzgibbon, Frame, Simmons, Ramel, Bateman, J. Johnson, Hackney, Chopp, Thai, Peterson, Santos, Orwall, Ortiz-Self, Ryu, Wicks, Lekanoff, Slatter, Berg, Senn, Harris-Talley, Ormsby, and Pollet)

READ FIRST TIME 02/09/21.

1 AN ACT Relating to protecting residential tenants from the  
2 beginning to end of their tenancies by penalizing the inclusion of  
3 unlawful lease provisions and limiting the reasons for eviction,  
4 refusal to continue, and termination; amending RCW 59.18.220 and  
5 59.12.030; reenacting and amending RCW 59.18.030, 59.18.200, and  
6 59.18.230; adding a new section to chapter 59.18 RCW; prescribing  
7 penalties; and declaring an emergency.

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

9 **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and  
10 2019 c 23 s 1 are each reenacted and amended to read as follows:

11 As used in this chapter:

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

15 (2) "Certificate of inspection" means an unsworn statement,  
16 declaration, verification, or certificate made in accordance with the  
17 requirements of chapter 5.50 RCW by a qualified inspector that states  
18 that the landlord has not failed to fulfill any substantial  
19 obligation imposed under RCW 59.18.060 that endangers or impairs the  
20 health or safety of a tenant, including (a) structural members that  
21 are of insufficient size or strength to carry imposed loads with

1 safety, (b) exposure of the occupants to the weather, (c) plumbing  
2 and sanitation defects that directly expose the occupants to the risk  
3 of illness or injury, (d) not providing facilities adequate to supply  
4 heat and water and hot water as reasonably required by the tenant,  
5 (e) providing heating or ventilation systems that are not functional  
6 or are hazardous, (f) defective, hazardous, or missing electrical  
7 wiring or electrical service, (g) defective or hazardous exits that  
8 increase the risk of injury to occupants, and (h) conditions that  
9 increase the risk of fire.

10 (3) "Commercially reasonable manner," with respect to a sale of a  
11 deceased tenant's personal property, means a sale where every aspect  
12 of the sale, including the method, manner, time, place, and other  
13 terms, must be commercially reasonable. If commercially reasonable, a  
14 landlord may sell the tenant's property by public or private  
15 proceedings, by one or more contracts, as a unit or in parcels, and  
16 at any time and place and on any terms.

17 (4) "Comprehensive reusable tenant screening report" means a  
18 tenant screening report prepared by a consumer reporting agency at  
19 the direction of and paid for by the prospective tenant and made  
20 available directly to a prospective landlord at no charge, which  
21 contains all of the following: (a) A consumer credit report prepared  
22 by a consumer reporting agency within the past (~~thirty~~) 30 days;  
23 (b) the prospective tenant's criminal history; (c) the prospective  
24 tenant's eviction history; (d) an employment verification; and (e)  
25 the prospective tenant's address and rental history.

26 (5) "Criminal history" means a report containing or summarizing  
27 (a) the prospective tenant's criminal convictions and pending cases,  
28 the final disposition of which antedates the report by no more than  
29 seven years, and (b) the results of a sex offender registry and  
30 United States department of the treasury's office of foreign assets  
31 control search, all based on at least seven years of address history  
32 and alias information provided by the prospective tenant or available  
33 in the consumer credit report.

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

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

37 (8) "Distressed home conveyance" has the same meaning as in RCW  
38 61.34.020.

39 (9) "Distressed home purchaser" has the same meaning as in RCW  
40 61.34.020.

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

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

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

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

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

20 (a) The homeowner has defaulted on the mortgage and, under the  
21 terms of the mortgage, the mortgagee has the right to accelerate full  
22 payment of the mortgage and repossess, sell, or cause to be sold the  
23 property;

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

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

29 (i) The mortgagee;

30 (ii) A person licensed or required to be licensed under chapter  
31 19.134 RCW;

32 (iii) A person licensed or required to be licensed under chapter  
33 19.146 RCW;

34 (iv) A person licensed or required to be licensed under chapter  
35 18.85 RCW;

36 (v) An attorney-at-law;

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

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

1 (15) "Landlord" means the owner, lessor, or sublessor of the  
2 dwelling unit or the property of which it is a part, and in addition  
3 means any person designated as representative of the owner, lessor,  
4 or sublessor including, but not limited to, an agent, a resident  
5 manager, or a designated property manager.

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

9 (17) "Orders" means written official military orders, or any  
10 written notification, certification, or verification from the service  
11 member's commanding officer, with respect to the service member's  
12 current or future military status.

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

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

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

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

22 (20) "Person" means an individual, group of individuals,  
23 corporation, government, or governmental agency, business trust,  
24 estate, trust, partnership, or association, two or more persons  
25 having a joint or common interest, or any other legal or commercial  
26 entity.

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

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

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

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

38 (25) "Qualified inspector" means a United States department of  
39 housing and urban development certified inspector; a Washington state  
40 licensed home inspector; an American society of home inspectors

1 certified inspector; a private inspector certified by the national  
2 association of housing and redevelopment officials, the American  
3 association of code enforcement, or other comparable professional  
4 association as approved by the local municipality; a municipal code  
5 enforcement officer; a Washington licensed structural engineer; or a  
6 Washington licensed architect.

7 (26) "Reasonable attorneys' fees," where authorized in this  
8 chapter, means an amount to be determined including the following  
9 factors: The time and labor required, the novelty and difficulty of  
10 the questions involved, the skill requisite to perform the legal  
11 service properly, the fee customarily charged in the locality for  
12 similar legal services, the amount involved and the results obtained,  
13 and the experience, reputation and ability of the lawyer or lawyers  
14 performing the services.

15 (27) "Reasonable manner," with respect to disposing of a deceased  
16 tenant's personal property, means to dispose of the property by  
17 donation to a not-for-profit charitable organization, by removal of  
18 the property by a trash hauler or recycler, or by any other method  
19 that is reasonable under the circumstances.

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

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

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

33 (31) A "single-family residence" is a structure maintained and  
34 used as a single dwelling unit. Notwithstanding that a dwelling unit  
35 shares one or more walls with another dwelling unit, it shall be  
36 deemed a single-family residence if it has direct access to a street  
37 and shares neither heating facilities nor hot water equipment, nor  
38 any other essential facility or service, with any other dwelling  
39 unit.

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

4 (33) "Tenant representative" means:

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

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

12 (c) In the absence of a personal representative under (a) of this  
13 subsection or a person claiming to be a successor under (b) of this  
14 subsection, a designated person; or

15 (d) In the absence of a personal representative under (a) of this  
16 subsection, a person claiming to be a successor under (b) of this  
17 subsection, or a designated person under (c) of this subsection, any  
18 person who provides the landlord with reasonable evidence that he or  
19 she is a successor of the deceased tenant as defined in RCW  
20 11.62.005. The landlord has no obligation to identify all of the  
21 deceased tenant's successors.

22 (34) "Tenant screening" means using a consumer report or other  
23 information about a prospective tenant in deciding whether to make or  
24 accept an offer for residential rental property to or from a  
25 prospective tenant.

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

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

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

37 (a) A federal program or state housing program administered by  
38 the department of commerce or the Washington state housing finance  
39 commission;

1 (b) A federal housing program administered by a city or county  
2 government;

3 (c) An affordable housing levy authorized under RCW 84.52.105; or  
4 (d) The surcharges authorized by RCW 36.22.178 and 36.22.179 and  
5 any of the surcharges authorized in chapter 43.185C RCW.

6 (38) "Transitional housing" means housing units owned, operated,  
7 or managed by a nonprofit organization or governmental entity in  
8 which supportive services are provided to individuals and families  
9 that were formerly homeless, with the intent to stabilize them and  
10 move them to permanent housing within a period of not more than  
11 twenty-four months, or longer if the program is limited to tenants  
12 within a specified age range or the program is intended for tenants  
13 in need of time to complete and transition from educational or  
14 training or service programs.

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

17 (1) (a) A landlord may not evict a tenant, refuse to continue the  
18 tenancy, or terminate a periodic tenancy except for the causes  
19 enumerated in subsections (2), (3), and (4) of this section.

20 (b) Except where the premises are rented for an indefinite time  
21 on a month-to-month or periodic basis during the first year of  
22 occupancy, a landlord may terminate the tenancy without cause at the  
23 end of an initial lease term between three to 12 months upon at least  
24 60 days' prior written notice, served in a manner consistent with RCW  
25 59.12.040. If a landlord does not give at least 60 days' notice as  
26 provided in this subsection, the tenancy shall be construed to be a  
27 month-to-month tenancy until further agreement of the landlord and  
28 tenant, which can only be terminated for the reasons listed as cause  
29 enumerated in subsection (2) of this section.

30 (c) Except as provided in (b) of this subsection, a landlord may  
31 not terminate a tenancy for a specified time except for the causes  
32 enumerated in subsection (2) of this section. Upon the end date of  
33 the specified time, the tenancy becomes a monthly periodic tenancy.  
34 Nothing prohibits a landlord and tenant from entering into subsequent  
35 lease agreements that are in compliance with the termination  
36 requirements in subsection (2) of this section.

37 (d) A tenant may terminate a tenancy for a specified time by  
38 providing notice in writing not less than 20 days prior to the ending  
39 date of the specified time.

1           (2) The following reasons listed in this subsection, and no  
2 others, constitute cause to evict:

3           (a) The tenant continues in possession in person or by subtenant  
4 after a default in the payment of rent, and after written notice  
5 requiring, in the alternative, the payment of the rent or the  
6 surrender of the detained premises has remained uncomplied with for  
7 the period set forth in RCW 59.12.030(3) for tenants subject to this  
8 chapter. The written notice may be served at any time after the rent  
9 becomes due, provided the unpaid rent did not accrue between March 1,  
10 2020, and the end of a declared federal or state public health  
11 emergency related to the COVID-19 pandemic. If the tenant accrues  
12 unpaid rent between March 1, 2020, and the end of a declared federal  
13 or state public health emergency related to the COVID-19 pandemic,  
14 the landlord shall have offered a reasonable schedule for the  
15 repayment of unpaid rent that does not exceed monthly payments equal  
16 to one-third of the monthly rental charges during the period of  
17 accrued debt. If a tenant fails to accept the terms of a reasonable  
18 repayment plan within 14 days of the landlord's offer or defaults on  
19 any rent owed under a repayment plan, the landlord may proceed with  
20 an unlawful detainer action as set forth in RCW 59.12.030(3). The  
21 court shall consider the tenant's circumstances, including decreased  
22 income or increased expenses due to COVID-19, and the repayment plan  
23 terms offered during any unlawful detainer proceeding;

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

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



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

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

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

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

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

37 (g) The tenant continues in possession after the owner elects to  
38 withdraw the premises to pursue a conversion pursuant to RCW  
39 64.34.440 or 64.90.655;

1 (h) The tenant continues in possession, after the landlord has  
2 served 30 days' advance written notice that: (i) The premises has  
3 been certified or condemned as uninhabitable by a local agency  
4 charged with the authority to issue such an order; and (ii) continued  
5 habitation of the premises would subject the landlord to civil or  
6 criminal penalties. However, if the terms of the local agency's order  
7 do not allow the landlord to provide 30 days' advance written notice,  
8 the landlord shall provide as much advance written notice as is  
9 possible and still comply with the order;

10 (i) The tenant continues in possession after an owner or lessor,  
11 with whom the tenant shares the dwelling unit or access to a common  
12 kitchen or bathroom area, has served a 20-day notice to quit or  
13 vacate prior to the end of the rental term or, if a periodic tenancy,  
14 the end of the rental period;

15 (j) The tenant continues in possession of a dwelling unit in  
16 transitional housing after having received a 30-day notice to vacate  
17 in advance of the expiration of the program, the tenant has aged out  
18 of the program, or the tenant has completed an educational or  
19 training or service program and is no longer eligible to participate.  
20 Nothing in this subsection (2)(j) shall be construed to prohibit the  
21 termination of a tenancy in transitional housing for any of the other  
22 causes specified in this subsection;

23 (k) In cases where the tenant resides in subsidized housing, the  
24 tenant continues in possession after the expiration of a rental  
25 agreement without signing a proposed new rental agreement proffered  
26 by the landlord; provided, that the landlord proffered the proposed  
27 new rental agreement at least 30 days and no more than 90 days prior  
28 to the expiration of the current rental agreement and that any new  
29 terms and conditions of the proposed new rental agreement are  
30 reasonable. This subsection (2)(k) shall not apply to tenants whose  
31 tenancies are or have become periodic;

32 (l)(i) The tenant continues in possession after having received a  
33 30-day notice to quit due to intentional, knowing, and material  
34 misrepresentations or omissions made on the tenant's application at  
35 the inception of the tenancy that, had these misrepresentations or  
36 omissions not been made, would have resulted in the landlord  
37 requesting additional information or taking an adverse action;

38 (ii) The landlord may seek termination under this subsection  
39 (2)(l) at any time during the tenancy if the misrepresentation makes

1 the tenant ineligible for subsidized housing as defined in this  
2 chapter;

3 (m) The tenant continues in possession after having received a  
4 60-day notice to quit for other good cause prior to the termination  
5 of the period or rental agreement and such cause constitutes a  
6 legitimate economic or business reason not covered or related to a  
7 basis for termination enumerated under this subsection. Where the  
8 landlord relies on this basis for termination of the tenancy, the  
9 court may stay any writ of restitution for up to 60 additional days  
10 for good cause shown, including difficulty procuring alternative  
11 housing. The court shall condition such a stay upon the tenant's  
12 continued payment of rent during the stay period. Upon granting such  
13 a stay, the court shall award court costs and fees as allowed under  
14 this chapter;

15 (n) A tenancy may be terminated upon the expiration of the term  
16 if the landlord gives the tenant notice in writing not less than 60  
17 days prior to the ending date of the term, and:

18 (i) The tenant has committed four or more violations, other than  
19 one for monetary damages, of a substantial breach of one of the  
20 following: A material program requirement of subsidized housing,  
21 material term subscribed to by the tenant within the lease or rental  
22 agreement, or a tenant obligation imposed by law, within the  
23 preceding 12-month period and the landlord has given the tenant a  
24 written warning notice at the time of each violation;

25 (ii) Each written warning notice must:

26 (A) Specify the violation;

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

28 (C) State that the landlord may choose to terminate the tenancy  
29 at the end of the term if there are four violations within a 12-month  
30 period preceding the end of the term; and

31 (D) State that correcting the fourth or subsequent violation is  
32 not a defense to termination under this subsection; and

33 (iii) The 60-day notice of termination must:

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

37 (B) Specify the reason for the termination and supporting facts;  
38 and

39 (C) Be delivered to the tenant concurrent with or after the  
40 fourth or subsequent written warning notice.

1 (iv) The notice under this subsection must include all notices  
2 supporting the basis of termination;

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

5 (vi) Nothing in this subsection shall be construed to absolve a  
6 landlord from demonstrating by admissible evidence that the four or  
7 more violations constituted breaches under subsection (2)(b) of this  
8 section at the time of the violation had the tenant not cured the  
9 violation.

10 (3) The following reason listed in this subsection constitutes  
11 cause to refuse to continue a tenancy: The tenant has been required  
12 to register as a sex offender during the tenancy, or prior to the  
13 tenancy if not disclosed or otherwise known to the property owner at  
14 the beginning of the tenancy.

15 (4) The following reason listed in this subsection constitutes  
16 cause to refuse to continue a tenancy: The tenant has made unwanted  
17 sexual advances or other acts of sexual harassment directed at the  
18 property owner, property manager, property employee, or another  
19 tenant based on the person's race, gender, or other protected status.

20 (5) (a) Where a tenant has permanently vacated due to voluntary or  
21 involuntary events, other than by termination by the landlord, any  
22 remaining occupants who had coresided with the tenant prior to and up  
23 to the time the tenant permanently vacated must immediately apply or  
24 reapply as a prospective tenant in order to continue to reside in the  
25 dwelling unit and must meet the same screening, background, and  
26 financial criteria as would any other prospective tenant in order to  
27 continue the tenancy on the same terms and conditions as the vacating  
28 tenant. In the event that the occupant fails to apply within 90 days  
29 of when the primary tenant vacates or the application is denied for  
30 failure to meet the criteria, the landlord may commence an unlawful  
31 detainer action under this chapter. Where an occupant succeeds to the  
32 tenancy pursuant to this subsection (5)(a), a landlord may not  
33 terminate the tenancy except as provided under subsection (2) of this  
34 section.

35 (b) This subsection (5) does not apply to tenants residing in  
36 subsidized housing.

37 (6) A landlord who removes a tenant or causes a tenant to be  
38 removed from a dwelling in any way in violation of this section is  
39 liable to the tenant for wrongful eviction, and the tenant prevailing  
40 in such an action is entitled to the greater of their economic and

1 noneconomic damages or three times the monthly rent of the dwelling  
2 at issue, and reasonable attorneys' fees and costs.

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

8 (8) All written notices required under subsection (2) of this  
9 section must:

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

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

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

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

28 (b) Any tenant who is a member of the armed forces, including the  
29 national guard and armed forces reserves, or that tenant's spouse or  
30 dependent, may terminate a rental agreement with less than (~~twenty~~)  
31 20 days' written notice if the tenant receives permanent change of  
32 station or deployment orders that do not allow a (~~twenty~~) 20-day  
33 written notice.

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

1 change in policy is delayed, the notice requirements of subsection  
2 (1) of this section shall apply unless waived by the tenant.

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

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

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

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

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

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

1 (D) "Substantially rehabilitate" means extensive structural  
2 repair or extensive remodeling of premises that requires a permit  
3 such as a building, electrical, plumbing, or mechanical permit, and  
4 that results in the displacement of an existing tenant.

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

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

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

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

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

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

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

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

37 (e) The service member receives temporary duty orders, temporary  
38 change of station orders, or active duty orders to an area (~~thirty-~~  
39 ~~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 by 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 without notice at the expiration of the specified term or  
37 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.

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