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**SENATE BILL 6211**

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**State of Washington 68th Legislature 2024 Regular Session**

**By** Senator McCune

AN ACT Relating to creating clarity and consistency in rental agreements under the manufactured/mobile home landlord-tenant act; and amending RCW 59.20.090.

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

**Sec.**  RCW 59.20.090 and 2019 c 23 s 5 are each amended to read as follows:

(1) Unless otherwise agreed, rental agreements shall be for a term of one year. Any rental agreement of whatever duration shall be automatically renewed for the term of the original rental agreement, unless a different specified term is agreed upon.

(2) ((~~A~~)) No landlord ((~~seeking to increase the rent upon expiration of the term of a rental agreement of any duration shall~~)) may increase the rent more than once in any 12-month period and shall notify the tenant in writing three months prior to the effective date of any increase in rent.

(3) A tenant shall notify the landlord in writing one month prior to the expiration of a rental agreement of an intention not to renew.

(4)(a) The tenant may terminate the rental agreement upon ((~~thirty~~)) 30 days written notice whenever a change in the location of the tenant's employment requires a change in his or her residence, and shall not be liable for rental following such termination unless after due diligence and reasonable effort the landlord is not able to rent the mobile home lot at a fair rental. If the landlord is not able to rent the lot, the tenant shall remain liable for the rental specified in the rental agreement until the lot is rented or the original term ends.

(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may terminate a rental agreement with less than ((~~thirty~~)) 30 days notice if the tenant receives permanent change of station or deployment orders which do not allow greater notice. The service member shall provide the landlord a copy of the official military orders or a signed letter from the service member's commanding officer confirming any of the following criteria are met:

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

(ii) The service member is prematurely or involuntarily discharged or released from active duty;

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

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

(v) The service member receives temporary duty orders, temporary change of station orders, or state active duty orders to an area ((~~thirty-five~~)) 35 miles or more from the location of the rental premises, provided such orders are for a period not less than ((~~ninety~~)) 90 days; or

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

**--- END ---**