
SUBSTITUTE HOUSE BILL 2114

State of Washington

68th Legislature

2024 Regular Session

By House Appropriations (originally sponsored by Representatives Alvarado, Macri, Ramel, Peterson, Mena, Slatter, Farivar, Taylor, Doglio, Cortes, Fitzgibbon, Gregerson, Berry, Senn, Reed, Bateman, Ortiz-Self, Simmons, Ormsby, Street, Chopp, Orwall, Bergquist, Berg, Wylie, Stonier, Lekanoff, Fosse, Riccelli, Pollet, Kloba, and Davis)

READ FIRST TIME 02/05/24.

1 AN ACT Relating to improving housing stability for tenants
2 subject to the residential landlord-tenant act and the manufactured/
3 mobile home landlord-tenant act by limiting rent and fee increases,
4 requiring notice of rent and fee increases, limiting fees and
5 deposits, establishing a landlord resource center and associated
6 services, authorizing tenant lease termination, creating parity
7 between lease types, and providing for attorney general enforcement;
8 amending RCW 59.18.140, 59.18.270, 59.18.170, 59.20.090, 59.20.170,
9 59.20.060, and 59.20.030; adding new sections to chapter 59.18 RCW;
10 adding new sections to chapter 59.20 RCW; creating new sections;
11 prescribing penalties; and declaring an emergency.

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

13 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

14 (a) The state is in the midst of a housing affordability crisis.
15 Homes cannot be built fast enough to meet the urgent need to keep
16 families, seniors, and all Washington renters housed.

17 (b) Residential rents and manufactured/mobile home lot rents have
18 increased at a rate that outpaces inflation, wage growth, cost of
19 living adjustments for programs like social security, and other
20 standard economic metrics that drive price increases. During a six-
21 month period in 2023, the United States census bureau estimated that

1 more than 900,000 Washington renters experienced a rent increase, of
2 which 75 percent reported an increase of greater than \$100 and more
3 than nine percent experienced an increase of more than \$500.

4 (c) Tenants in residential and manufactured/mobile home settings
5 are subject to not only excessive rent increases, but also to the
6 addition of new recurring or periodic fees that can have the effect
7 of drastically increasing monthly housing costs. Tenants also
8 experience arbitrary one-time fees or the addition of fees for
9 services that were previously provided at no cost. Combined with rent
10 increases, these fees create significant additional financial strains
11 for renter households.

12 (d) According to the 2021 American community survey, nearly one
13 out of every four renters in the state of Washington is over the age
14 of 55. Households of color are disproportionately renters, and these
15 households, as well as Hispanic households, are majority renter
16 households.

17 (e) Excessive rent increases force renter households, including
18 families, seniors, and young people, to lose housing opportunities.
19 Due to excessive rent increases, renter households are increasingly
20 unable to afford housing in communities of opportunity and are being
21 forced to move away from their communities. Renter households are
22 forced to make tough and often impossible decisions between paying
23 the rent and paying for other basic necessities such as medicine,
24 child care, and transportation. Communities, employers, and workers
25 all suffer when businesses cannot retain or hire staff because
26 workers cannot find affordable rental homes near their jobs and
27 offices, a phenomenon especially common for the service industry in
28 heavy tourism areas.

29 (2) The legislature declares that failure to act urgently to
30 protect Washingtonians from excessive rent increases will result in
31 continued harm for millions of residents, especially when considering
32 the essential nature of housing. Therefore, the legislature intends
33 to enact rent stabilization policies in order to preserve the public
34 peace, health, or safety of the state by providing Washington renters
35 with predictability, transparency, and the same protections afforded
36 to other consumers.

37 **PART I**

38 **RESIDENTIAL LANDLORD-TENANT ACT**

1 NEW SECTION. **Sec. 101.** A new section is added to chapter 59.18
2 RCW to read as follows:

3 (1) Except as authorized by an exemption under section 102 of
4 this act, a landlord may not increase the rent and fees combined for
5 any type of tenancy, regardless of whether the tenancy is month-to-
6 month or for a term greater than month-to-month:

7 (a) During the first 12 months after the tenancy begins; and

8 (b) During any 12-month period, in an amount greater than seven
9 percent.

10 (2) If a landlord increases the rent and fees combined above the
11 amount allowed in subsection (1) of this section as authorized by an
12 exemption under section 102 of this act, the landlord must include
13 facts supporting any claimed exemptions in the written notice of the
14 rent increase. Notice must comply with this section, section 103 of
15 this act, RCW 59.18.140, and be served in accordance with RCW
16 59.12.040.

17 (3) If a landlord increases rent and fees combined above the
18 amount allowed in subsection (1) of this section and are not
19 authorized by an exemption under section 102 of this act, the tenant
20 may, in addition to any other remedies or relief available under this
21 chapter or other law, terminate the rental agreement at any time
22 prior to the effective date of the increase by providing the landlord
23 with written notice at least 20 days before terminating the rental
24 agreement. If a tenant terminates a rental agreement under this
25 subsection, the tenant only owes pro rata rent through the date upon
26 which the tenant vacates the dwelling unit. A landlord may not charge
27 a tenant any fines or fees for terminating a rental agreement under
28 this subsection.

29 (4) A landlord may not charge a higher rent or fees or include
30 terms of payment or other material conditions in a rental agreement
31 that are more burdensome to a tenant for a month-to-month rental
32 agreement than for a rental agreement where the term is greater than
33 month-to-month, or vice versa.

34 (5) A landlord who engages in practices in violation of this
35 section, section 102 of this act, section 103 of this act, RCW
36 59.18.140, 59.18.170, 59.18.200, 59.18.270, or 59.18.650 is liable
37 for:

38 (a) Damages in the amount of any excess rent, fees, or other
39 costs paid by the tenant;

1 (b) Mandatory damages equal to three months of any unlawful rent,
2 fees, or other costs charged by the landlord; and

3 (c) Reasonable attorneys' fees and costs incurred in bringing the
4 action.

5 (6) The remedies provided by this section are in addition to any
6 other remedies provided by law, including the remedies provided for
7 in section 104 of this act.

8 (7) It is a defense to an eviction or other legal action that the
9 action to remove the tenant and recover possession of the premises
10 was for nonpayment of rent or fees that were unlawfully increased in
11 violation of this section.

12 (8) A landlord may not report the tenant to a tenant screening
13 service provider for failure to pay rent or fees that were unlawfully
14 increased in violation of this section.

15 (9) A local government may adopt policies, ordinances, or other
16 regulations to enforce this act.

17 NEW SECTION. **Sec. 102.** A new section is added to chapter 59.18
18 RCW to read as follows:

19 (1) A landlord may increase rent and fees combined in an amount
20 greater than allowed under section 101 of this act only as authorized
21 by the exemptions described in this section.

22 (a) If the first certificate of occupancy for the dwelling unit
23 was issued 10 or less years before the date of the notice of the rent
24 increase, rent and fee increases for the dwelling unit are not
25 limited by section 101 of this act.

26 (b) Rent and fee increases are not limited by section 101 of this
27 act for any of the following:

28 (i) A tenancy in a dwelling unit owned by a:

29 (A) Public housing authority;

30 (B) Public development authority;

31 (C) Nonprofit organization, where maximum rents are regulated by
32 other laws or local, state, or federal affordable housing program
33 requirements; or

34 (D) Nonprofit entity, as defined in RCW 84.36.560, where a
35 nonprofit organization, housing authority, or public development
36 authority has the majority decision-making power on behalf of the
37 general partner, and where maximum rents are regulated by other laws
38 or local, state, or federal affordable housing program requirements;
39 or

1 (ii) Tenancies in a qualified low-income housing development as
2 defined in RCW 82.45.010, where the property is owned by any of the
3 organizations described in (b) (i) (A) through (D) of this subsection.

4 (c) Housing accommodations in which the tenant shares bathroom or
5 kitchen facilities with the owner who maintains a principal residence
6 at the residential real property are not limited by section 101 of
7 this act.

8 (d) Single-family owner-occupied residences, including a
9 residence in which the owner-occupant rents or leases no more than
10 two units or bedrooms including, but not limited to, an attached or
11 detached accessory dwelling unit, are not limited by section 101 of
12 this act.

13 (e) A duplex in which the owner occupied one of the units as the
14 owner's principal place of residence at the beginning of the tenancy,
15 so long as the owner continues the occupancy, is not limited by
16 section 101 of this act.

17 (2) Subsection (1)(c) through (e) of this section only apply
18 where the owner is not any of the following:

19 (a) A real estate investment trust, as defined in section 856 of
20 the internal revenue code;

21 (b) A corporation; or

22 (c) A limited liability company in which at least one member is a
23 corporation.

24 NEW SECTION. **Sec. 103.** A new section is added to chapter 59.18
25 RCW to read as follows:

26 (1) A landlord must provide a tenant with annual notice of rent
27 and fee increases in substantially the following form. Notice under
28 this section must comply with the requirements in RCW 59.18.140 and
29 be served in accordance with RCW 59.12.040.

30 (2) The annual notice of rent increase requirement in this
31 section does not apply if the rental agreement governs a subsidized
32 tenancy where the amount of rent is based on, in whole or in part, a
33 percentage of the income of the tenant or other circumstances
34 specific to the subsidized household. However, for purposes of this
35 section, a subsidized tenancy does not include tenancies where some
36 or all of the rent paid to the landlord comes from a portable tenant-
37 based voucher or similar portable assistance administered through a
38 housing authority or other state or local agency, or tenancies in
39 other types of affordable housing where maximum unit rents are

1 limited by area median income levels and a tenant's base rent does
2 not change as the tenant's income does.

3 "TO TENANT(S): (tenant name(s))

4 AT ADDRESS: (tenant address)

5 **RENT AND FEE INCREASE NOTICE TO TENANTS**

6 This notice is required by Washington state law to inform you of
7 your rights regarding rent and fee increases. Washington state limits
8 how much your landlord can raise your rent and fees.

9 (1) Your landlord can raise your rent and fees combined once
10 every 12 months by up to seven percent, as allowed by section 101 of
11 this act. Your landlord is not required to raise the rent or fees by
12 any amount.

13 (2) Your landlord may be exempt from the seven percent limit on
14 rent and fee increases for the reasons described in section 102 of
15 this act. If your landlord claims an exemption, your landlord is
16 required to include supporting facts with this notice.

17 (3) Your landlord must properly and fully complete the form below
18 to notify you of any rent and fee increases and any exemptions
19 claimed.

20 Your landlord (name) intends to (check one of the following):

21 Raise your rent and/or fees: Your total rent and fee increase
22 effective (date) will be (percent), which totals an additional \$
23 (dollar amount) per month, for a new total amount of \$(dollar amount)
24 per month for rent and fees combined.

25 This rent and/or fee increase is allowed by state law and is
26 (check one of the following):

27 A lower rent and/or fee increase than the maximum allowed by
28 state law.

29 The maximum rent and/or fee increase allowed by state law.

30 Authorized by an exemption under section 102 of this act. If
31 the rent and/or fee increase is authorized by an exemption, your
32 landlord must fill out the section of the form below.

33 **EXEMPTIONS CLAIMED BY LANDLORD**

34 Under penalty of perjury, I (landlord name) certify that I am
35 allowed under Washington state law to raise your rent and fees by
36 (percent), which is more than the maximum increase otherwise allowed
37 by state law, because I am claiming the following exemption under
38 section 102 of this act (check one of the following):

39 The first certificate of occupancy for your dwelling unit was
40 issued on (insert date), which is 10 or less years before the date of

1 this rent and fee increase notice, so the maximum allowable rent and
2 fee increase limit in section 101 of this act does not apply. (The
3 landlord must include facts or attach documents supporting the
4 exemption.)

5 ___ You live in a dwelling unit owned by a public housing
6 authority, public development authority, or nonprofit organization
7 where maximum rents are regulated by other laws or local, state, or
8 federal affordable housing program requirements, or a qualified low-
9 income housing development as defined in RCW 82.45.010, where the
10 property is owned by a public housing authority, public development
11 authority, or nonprofit organization.

12 ___ You live in a housing accommodation in which you share
13 bathroom or kitchen facilities with the owner, and the owner
14 maintains a principal residence at the residential real property.
15 (The landlord must include facts or attach documents supporting the
16 exemption.)

17 ___ You live in a single-family residence in which the owner
18 leases no more than two units or bedrooms including, but not limited
19 to, an attached or detached accessory dwelling unit. (The landlord
20 must include facts or attach documents supporting the exemption.)

21 ___ You live in a duplex in which the owner occupied one of the
22 units as the owner's principal place of residence at the beginning of
23 the tenancy, and the owner continues in occupancy."

24 NEW SECTION. **Sec. 104.** A new section is added to chapter 59.18
25 RCW to read as follows:

26 The legislature finds that the practices covered by section 101
27 of this act, section 102 of this act, section 103 of this act, RCW
28 59.18.140, 59.18.170, 59.18.200, 59.18.270, and 59.18.650 are matters
29 vitally affecting the public interest for the purpose of applying the
30 consumer protection act, chapter 19.86 RCW. A violation of section
31 101 of this act, section 102 of this act, section 103 of this act,
32 RCW 59.18.140, 59.18.170, 59.18.200, 59.18.270, or 59.18.650 by a
33 landlord is not reasonable in relation to the development and
34 preservation of business and is an unfair or deceptive act in trade
35 or commerce and an unfair method of competition for the purpose of
36 applying the consumer protection act, chapter 19.86 RCW.

37 NEW SECTION. **Sec. 105.** A new section is added to chapter 59.18
38 RCW to read as follows:

1 (1) The department of commerce shall create an online landlord
2 resource center to distribute information to landlords about
3 available programs and resources including, but not limited to, the
4 following:

5 (a) The landlord mitigation program created in RCW 43.31.605;

6 (b) The low-income residential weatherization programs created in
7 chapter 70A.35 RCW;

8 (c) The model lease provisions regarding rent and fee increases
9 created by the attorney general's office under subsection (2) of this
10 section;

11 (d) Local government resources; and

12 (e) Any other programs and resources that the department
13 determines are relevant.

14 (2)(a) The attorney general, in consultation with appropriate
15 stakeholders, shall publish model lease provisions regarding rent and
16 fee increases that comply with the requirements in this chapter.

17 (b) The model lease provisions regarding rent and fee increases
18 must be published in the top 10 languages spoken in Washington state
19 and, at the discretion of the office of the attorney general, other
20 languages.

21 (c) The office of the attorney general shall publish the model
22 lease provisions regarding rent and fee increases in the following
23 formats:

24 (i) A full digital version available on the office of the
25 attorney general's website; and

26 (ii) Hard copy versions made available upon request to landlords,
27 tenants, and any other relevant entities identified by the office of
28 the attorney general.

29 (d) The office of the attorney general shall publish the first
30 version of the model lease provisions regarding rent and fee
31 increases by January 1, 2025, and shall periodically publish new
32 versions of the model lease provisions as necessary to incorporate
33 any relevant changes made to this chapter.

34 **Sec. 106.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
35 read as follows:

36 (1) The tenant shall conform to all reasonable obligations or
37 restrictions, whether denominated by the landlord as rules, rental
38 agreement, rent, or otherwise, concerning the use, occupation, and
39 maintenance of his or her dwelling unit, appurtenances thereto, and

1 the property of which the dwelling unit is a part if such obligations
2 and restrictions are not in violation of any of the terms of this
3 chapter and are not otherwise contrary to law, and if such
4 obligations and restrictions are brought to the attention of the
5 tenant at the time of his or her initial occupancy of the dwelling
6 unit and thus become part of the rental agreement.

7 (2) Except for termination of tenancy and an increase in the
8 amount of rent, after ~~((thirty))~~ 30 days written notice to each
9 affected tenant, a new rule of tenancy may become effective upon
10 completion of the term of the rental agreement or sooner upon mutual
11 consent.

12 (3)(a) Except as provided in (b) and (c) of this subsection, a
13 landlord shall provide a minimum of ~~((sixty))~~ 60 days' prior written
14 notice of an increase in the amount of rent to each affected tenant,
15 and any increase in the amount of rent may not become effective prior
16 to the completion of the term of the rental agreement.

17 (b) If the rental agreement governs a subsidized tenancy where
18 the amount of rent is based on the income of the tenant or
19 circumstances specific to the subsidized household, a landlord shall
20 provide a minimum of ~~((thirty))~~ 30 days' prior written notice of an
21 increase in the amount of rent to each affected tenant. An increase
22 in the amount of rent may become effective upon completion of the
23 term of the rental agreement or sooner upon mutual consent.

24 (c) If a landlord intends to increase the rent and fees combined
25 in an amount of three percent or more, the landlord must provide
26 written notice to each affected tenant a minimum of 180 days before
27 the effective date of the increase. This subsection (3)(c) does not
28 apply to any tenancy in a dwelling unit qualifying for an exemption
29 under section 102(1)(b) of this act.

30 **Sec. 107.** RCW 59.18.270 and 2011 c 132 s 14 are each amended to
31 read as follows:

32 (1) If a landlord charges a tenant any move-in fees or security
33 deposits, the move-in fees and security deposits combined may not
34 exceed one month's rent.

35 (2) All moneys paid to the landlord by the tenant as a deposit as
36 security for performance of the tenant's obligations in a lease or
37 rental agreement shall promptly be deposited by the landlord in a
38 trust account, maintained by the landlord for the purpose of holding
39 such security deposits for tenants of the landlord, in a financial

1 institution as defined by RCW (~~30.22.041~~) 30A.22.041 or licensed
2 escrow agent located in Washington. Unless otherwise agreed in
3 writing, the landlord shall be entitled to receipt of interest paid
4 on such trust account deposits. The landlord shall provide the tenant
5 with a written receipt for the deposit and shall provide written
6 notice of the name and address and location of the depository and any
7 subsequent change thereof. If during a tenancy the status of landlord
8 is transferred to another, any sums in the deposit trust account
9 affected by such transfer shall simultaneously be transferred to an
10 equivalent trust account of the successor landlord, and the successor
11 landlord shall promptly notify the tenant of the transfer and of the
12 name, address, and location of the new depository. If, during the
13 tenancy, the tenant's dwelling unit is foreclosed upon and the
14 tenant's deposit is not transferred to the successor after the
15 foreclosure sale or other transfer of the property from the
16 foreclosed-upon owner to a successor, the foreclosed-upon owner shall
17 promptly refund the full deposit to the tenant immediately after the
18 foreclosure sale or transfer. If the foreclosed-upon owner does not
19 either immediately refund the full deposit to the tenant or transfer
20 the deposit to the successor, the foreclosed-upon owner is liable to
21 the tenant for damages up to two times the amount of the deposit. In
22 any action brought by the tenant to recover the deposit, the
23 prevailing party is entitled to recover the costs of suit or
24 arbitration, including reasonable attorneys' fees. The tenant's claim
25 to any moneys paid under this section shall be prior to that of any
26 creditor of the landlord, including a trustee in bankruptcy or
27 receiver, even if such moneys are commingled.

28 (3) Subsection (1) of this section does not apply if the rental
29 agreement governs a subsidized tenancy where the amount of rent is
30 based on, in whole or in part, a percentage of the income of the
31 tenant or other circumstances specific to the subsidized household.
32 However, for purposes of this section, a subsidized tenancy does not
33 include tenancies where some or all of the rent paid to the landlord
34 comes from a portable tenant-based voucher or similar portable
35 assistance administered through a housing authority or other state or
36 local agency, or tenancies in other types of affordable housing where
37 maximum unit rents are limited by area median income levels and a
38 tenant's base rent does not change as the tenant's income does.

1 (2) If a landlord increases the rent and fees combined above the
2 amount allowed in subsection (1) of this section as authorized by an
3 exemption under section 202 of this act, the landlord must include
4 facts supporting any claimed exemptions in the written notice of the
5 rent increase. Notice must comply with this section, section 203 of
6 this act, RCW 59.20.090(2), and be served in accordance with RCW
7 59.12.040.

8 (3) If a landlord increases rent and fees combined above the
9 amount allowed in subsection (1) of this section and are not
10 authorized by an exemption under section 202 of this act, the tenant
11 may, in addition to any other remedies or relief available under this
12 chapter or other law, terminate the rental agreement at any time
13 prior to the effective date of the increase by providing the landlord
14 with written notice at least 30 days before terminating the rental
15 agreement. If a tenant terminates a rental agreement under this
16 subsection, the tenant only owes pro rata rent through the date upon
17 which the tenant vacates the dwelling unit. A landlord may not charge
18 a tenant any fines or fees for terminating a rental agreement under
19 this subsection.

20 (4) A landlord may not charge a higher rent or fees or include
21 terms of payment or other material conditions in a rental agreement
22 that are more burdensome to a tenant for a month-to-month rental
23 agreement than for a rental agreement where the term is greater than
24 month-to-month, or vice versa.

25 (5) A landlord who engages in practices in violation of this
26 section, section 202 of this act, section 203 of this act, RCW
27 59.20.060, 59.20.090, or 59.20.170 is liable for:

28 (a) Damages in the amount of any excess rent, fees, or other
29 costs paid by the tenant;

30 (b) Mandatory damages equal to three months of any unlawful rent,
31 fees, or other costs charged by the landlord; and

32 (c) Reasonable attorneys' fees and costs incurred in bringing the
33 action.

34 (6) The remedies provided by this section are in addition to any
35 other remedies provided by law, including the remedies provided for
36 in section 204 of this act.

37 (7) It is a defense to an eviction or other legal action that the
38 action to remove the tenant and recover possession of the premises
39 was for nonpayment of rent or fees that were unlawfully increased in
40 violation of this section.

1 (8) A landlord may not report a tenant to a tenant screening
2 service provider for failure to pay rent or fees that were unlawfully
3 increased in violation of this section.

4 (9) A local government may adopt policies, ordinances, or other
5 regulations to enforce this act.

6 NEW SECTION. **Sec. 202.** A new section is added to chapter 59.20
7 RCW to read as follows:

8 A landlord may increase rent and fees combined in an amount
9 greater than allowed under section 201 of this act only as authorized
10 by the exemptions described in this section or as provided in RCW
11 59.20.060(2)(c).

12 (1) Rent and fee increases are not limited by section 201 of this
13 act for any of the following:

14 (a) A tenancy in a manufactured/mobile home owned by a:

15 (i) Public housing authority;

16 (ii) Public development authority; or

17 (iii) Nonprofit organization, where maximum rents are regulated
18 by other laws or local, state, or federal affordable housing program
19 requirements; or

20 (b) Tenancies in a qualified low-income housing development as
21 defined in RCW 82.45.010, where the property is owned by any of the
22 organizations described in (a)(i) through (iii) of this subsection.

23 (2) During the first 12 months after the qualified sale of a
24 manufactured/mobile home community to an eligible organization as
25 defined in RCW 59.20.030 whose mission aligns with the long-term
26 preservation and affordability of the manufactured/mobile home
27 community, the eligible organization may increase the annual rent and
28 fees combined for the manufactured/mobile home community in an amount
29 greater than allowed under section 201 of this act as needed to cover
30 the cost of purchasing the manufactured/mobile home community if the
31 increase is approved by vote or agreement with the majority of the
32 manufactured/mobile home owners in the manufactured/mobile home
33 community.

34 NEW SECTION. **Sec. 203.** A new section is added to chapter 59.20
35 RCW to read as follows:

36 (1) A landlord must provide a tenant with annual notice of rent
37 and fee increases in substantially the following form. Notice under

1 this section must comply with the requirements in RCW 59.20.090(2)
2 and be served in accordance with RCW 59.12.040.

3 (2) The annual notice of rent increase requirement in this
4 section does not apply if the rental agreement governs a subsidized
5 tenancy where the amount of rent is based on, in whole or in part, a
6 percentage of the income of the tenant or other circumstances
7 specific to the subsidized household. However, for purposes of this
8 section, a subsidized tenancy does not include tenancies where some
9 or all of the rent paid to the landlord comes from a portable tenant-
10 based voucher or similar portable assistance administered through a
11 housing authority or other state or local agency, or tenancies in
12 other types of affordable housing where maximum unit rents are
13 limited by area median income levels and a tenant's base rent does
14 not change as the tenant's income does.

15 "TO TENANTS: (tenant name(s))

16 AT ADDRESS: (tenant address)

17 **RENT AND FEE INCREASE NOTICE TO TENANTS**

18 This notice is required by Washington state law to inform you of
19 your rights regarding rent and fee increases. Washington state limits
20 how much your landlord can raise your rent and fees.

21 (1) Your landlord can raise your rent and fees combined once
22 every 12 months by up to seven percent, as allowed by section 201 of
23 this act. Your landlord is not required to raise the rent or fees by
24 any amount.

25 (2) Your landlord may be exempt from the seven percent limit on
26 rent and fee increases for the reasons described in section 202 of
27 this act. If your landlord claims an exemption, your landlord is
28 required to include supporting facts with this notice.

29 (3) Your landlord must properly and fully complete the form below
30 to notify you of any rent and fee increases and any exemptions
31 claimed.

32 Your landlord (name) intends to (check one of the following):

33 Raise your rent and/or fees: Your total rent and fee increase
34 effective (date) will be (percent), which totals an additional \$
35 (dollar amount) per month, for a new total amount of \$(dollar amount)
36 per month for rent and fees combined.

37 This rent and/or fee increase is allowed by state law and is
38 (check one of the following):

39 A lower rent and/or fee increase than the maximum allowed by
40 state law.

1 ___ The maximum rent and/or fee increase allowed by state law.

2 ___ Authorized by an exemption under section 202 of this act. If
3 the rent and/or fee increase is authorized by an exemption, your
4 landlord must fill out the section of the form below.

5 **EXEMPTIONS CLAIMED BY LANDLORD**

6 Under penalty of perjury, I (landlord name) certify that I am
7 allowed under Washington state law to raise your rent and fees by
8 (percent), which is more than the maximum increase otherwise allowed
9 by state law, because I am claiming the following exemption under
10 section 202 of this act (check one of the following):

11 ___ You live on a manufactured/mobile home lot owned by a public
12 housing authority, public development authority, or nonprofit
13 organization where maximum rents are regulated by other laws or
14 local, state, or federal affordable housing program requirements, or
15 a qualified low-income housing development as defined in RCW
16 82.45.010, where the property is owned by a public housing authority,
17 public development authority, or nonprofit organization.

18 ___ You live in a manufactured/mobile home community that was
19 purchased during the past 12 months by an eligible organization as
20 defined in RCW 59.20.030 whose mission aligns with the long-term
21 preservation and affordability of your manufactured/mobile home
22 community, so the eligible organization may increase the annual rent
23 and fees combined for your manufactured/mobile home community in an
24 amount greater than allowed under section 201 of this act as needed
25 to cover the cost of purchasing your manufactured/mobile home
26 community if the increase is approved by vote or agreement with the
27 majority of the manufactured/mobile home owners in your manufactured/
28 mobile home community. (The landlord must include facts or attach
29 documents supporting the exemption.)"

30 NEW SECTION. **Sec. 204.** A new section is added to chapter 59.20
31 RCW to read as follows:

32 The legislature finds that the practices covered by section 201
33 of this act, section 202 of this act, section 203 of this act, RCW
34 59.20.060, 59.20.090, and 59.20.170 are matters vitally affecting the
35 public interest for the purpose of applying the consumer protection
36 act, chapter 19.86 RCW. A violation of section 201 of this act,
37 section 202 of this act, section 203 of this act, RCW 59.20.060,
38 59.20.090, or 59.20.170 by a landlord is not reasonable in relation
39 to the development and preservation of business and is an unfair or

1 deceptive act in trade or commerce and an unfair method of
2 competition for the purpose of applying the consumer protection act,
3 chapter 19.86 RCW.

4 **Sec. 205.** RCW 59.20.090 and 2019 c 23 s 5 are each amended to
5 read as follows:

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

10 (2) ~~((A))~~ (a) Except as provided in (b) of this subsection, a
11 landlord seeking to increase the rent upon expiration of the term of
12 a rental agreement of any duration shall notify the tenant in writing
13 three months prior to the effective date of any increase in rent.

14 (b) If a landlord intends to increase the rent and fees combined
15 in an amount of three percent or more, the landlord must provide
16 written notice to each affected tenant a minimum of 180 days before
17 the effective date of the increase. This subsection (2)(b) does not
18 apply to any tenancy in a manufactured/mobile home lot that qualifies
19 for an exemption under section 202(1) of this act.

20 (3) ~~((A))~~ Except as provided in subsection (4) of this section, a
21 tenant shall notify the landlord in writing one month prior to the
22 expiration of a rental agreement of an intention not to renew.

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

32 (b) Any tenant who is a member of the armed forces, including the
33 national guard and armed forces reserves, or that tenant's spouse or
34 dependent, may terminate a rental agreement with less than ~~((thirty))~~
35 30 days notice if the tenant receives permanent change of station or
36 deployment orders which do not allow greater notice. The service
37 member shall provide the landlord a copy of the official military
38 orders or a signed letter from the service member's commanding
39 officer confirming any of the following criteria are met:

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

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

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

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

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

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

22 **Sec. 206.** RCW 59.20.170 and 2004 c 136 s 2 are each amended to
23 read as follows:

24 (1) If a landlord charges a tenant any move-in fees or security
25 deposits, the move-in fees and security deposits combined may not
26 exceed one month's rent.

27 (2) All moneys paid to the landlord by the tenant as a deposit as
28 security for performance of the tenant's obligations in a rental
29 agreement shall promptly be deposited by the landlord in a trust
30 account, maintained by the landlord for the purpose of holding such
31 security deposits for tenants of the landlord, in a financial
32 institution as defined by RCW (~~(30.22.041)~~) 30A.22.041 or licensed
33 escrow agent located in Washington. (~~(Except as provided in~~
34 ~~subsection (2) of this section, unless)) Unless otherwise agreed in
35 writing, the landlord shall be entitled to receipt of interest paid
36 on such trust account deposits. The landlord shall provide the tenant
37 with a written receipt for the deposit and shall provide written
38 notice of the name and address and location of the depository and any
39 subsequent change thereof. If during a tenancy the status of landlord~~

1 is transferred to another, any sums in the deposit trust account
2 affected by such transfer shall simultaneously be transferred to an
3 equivalent trust account of the successor landlord, and the successor
4 landlord shall promptly notify the tenant of the transfer and of the
5 name, address and location of the new depository. The tenant's claim
6 to any moneys paid under this section shall be prior to that of any
7 creditor of the landlord, including a trustee in bankruptcy or
8 receiver, even if such moneys are commingled.

9 ~~((2) All moneys paid, in excess of two months' rent on the
10 mobile home lot, to the landlord by the tenant as a deposit as
11 security for performance of the tenant's obligations in a rental
12 agreement shall be deposited into an interest-bearing trust account
13 for the particular tenant. The interest accruing on the deposit in
14 the account, minus fees charged to administer the account, shall be
15 paid to the tenant on an annual basis. All other provisions of
16 subsection (1) of this section shall apply to deposits under this
17 subsection.))~~

18 **Sec. 207.** RCW 59.20.060 and 2023 c 40 s 3 are each amended to
19 read as follows:

20 (1) Any mobile home space tenancy regardless of the term, shall
21 be based upon a written rental agreement, signed by the parties,
22 which shall contain:

23 (a) The terms for the payment of rent, including time and place,
24 and any additional charges to be paid by the tenant. Additional
25 charges that occur less frequently than monthly shall be itemized in
26 a billing to the tenant;

27 (b) Reasonable rules for guest parking which shall be clearly
28 stated;

29 (c) The rules and regulations of the park;

30 (d) The name and address of the person who is the landlord, and
31 if such person does not reside in the state there shall also be
32 designated by name and address a person who resides in the county
33 where the mobile home park is located who is authorized to act as
34 agent for the purposes of service of notices and process. If no
35 designation is made of a person to act as agent, then the person to
36 whom rental payments are to be made shall be considered the agent;

37 (e) The name and address of any party who has a secured interest
38 in the mobile home, manufactured home, or park model;

1 (f) A forwarding address of the tenant or the name and address of
2 a person who would likely know the whereabouts of the tenant in the
3 event of an emergency or an abandonment of the mobile home,
4 manufactured home, or park model;

5 (g) A statement that: "The park may be sold or otherwise
6 transferred at any time with the result that subsequent owners may
7 close the mobile home park, or that the landlord may close the park
8 at any time after the required closure notice as provided in RCW
9 59.20.080." The statement required by this subsection must: (i)
10 Appear in print that is in boldface and is larger than the other text
11 of the rental agreement; (ii) be set off by means of a box, blank
12 space, or comparable visual device; and (iii) be located directly
13 above the tenant's signature on the rental agreement;

14 (h) A copy of a closure notice, as required in RCW 59.20.080, if
15 such notice is in effect;

16 (i) The terms and conditions under which any deposit or portion
17 thereof may be withheld by the landlord upon termination of the
18 rental agreement if any moneys are paid to the landlord by the tenant
19 as a deposit or as security for performance of the tenant's
20 obligations in a rental agreement;

21 (j) A listing of the utilities, services, and facilities which
22 will be available to the tenant during the tenancy and the nature of
23 the fees, if any, to be charged together with a statement that, in
24 the event any utilities are changed to be charged independent of the
25 rent during the term of the rental agreement, the landlord agrees to
26 decrease the amount of the rent charged proportionately;

27 (k) A written description, picture, plan, or map of the
28 boundaries of a mobile home space sufficient to inform the tenant of
29 the exact location of the tenant's space in relation to other
30 tenants' spaces;

31 (l) A written description, picture, plan, or map of the location
32 of the tenant's responsibility for utility hook-ups, consistent with
33 RCW 59.20.130(6);

34 (m) A statement of the current zoning of the land on which the
35 mobile home park is located;

36 (n) A statement of the expiration date of any conditional use,
37 temporary use, or other land use permit subject to a fixed expiration
38 date that is necessary for the continued use of the land as a mobile
39 home park; and

1 (o) A written statement containing accurate historical
2 information regarding the past five years' rental amount charged for
3 the lot or space.

4 (2) Any rental agreement executed between the landlord and tenant
5 shall not contain any provision:

6 (a) Which allows the landlord to charge a fee for guest parking
7 unless a violation of the rules for guest parking occurs: PROVIDED,
8 That a fee may be charged for guest parking which covers an extended
9 period of time as defined in the rental agreement;

10 (b) Which authorizes the towing or impounding of a vehicle except
11 upon notice to the owner thereof or the tenant whose guest is the
12 owner of the vehicle;

13 (c) Which allows the landlord to alter the due date for rent
14 payment or increase the rent: (i) During the term of the rental
15 agreement if the term is less than two years, or (ii) more frequently
16 than annually if the initial term is for two years or more: PROVIDED,
17 That a rental agreement may include an escalation clause for a pro
18 rata share of any increase in the mobile home park's real property
19 taxes or utility assessments or charges, over the base taxes or
20 utility assessments or charges of the year in which the rental
21 agreement took effect, if the clause also provides for a pro rata
22 reduction in rent or other charges in the event of a reduction in
23 real property taxes or utility assessments or charges, below the base
24 year: PROVIDED FURTHER, That a rental agreement for a term exceeding
25 two years may provide for annual increases in rent in specified
26 amounts or by a formula specified in such agreement. Any rent
27 increase authorized under this subsection (2)(c) that occurs within
28 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be
29 more than one percentage point above the United States consumer price
30 index for all urban consumers, housing component, published by the
31 United States bureau of labor statistics in the periodical "Monthly
32 Labor Review and Handbook of Labor Statistics" as established
33 annually by the department of commerce;

34 (d) By which the tenant agrees to waive or forego rights or
35 remedies under this chapter;

36 (e) Allowing the landlord to charge an "entrance fee" or an "exit
37 fee." However, an entrance fee may be charged as part of a continuing
38 care contract as defined in RCW 70.38.025;

1 (f) Which allows the landlord to charge a fee for guests:
2 PROVIDED, That a landlord may establish rules charging for guests who
3 remain on the premises for more than 15 days in any 60-day period;

4 (g) By which the tenant agrees to waive or forego homestead
5 rights provided by chapter 6.13 RCW. This subsection shall not
6 prohibit such waiver after a default in rent so long as such waiver
7 is in writing signed by the husband and wife or by an unmarried
8 claimant and in consideration of the landlord's agreement not to
9 terminate the tenancy for a period of time specified in the waiver if
10 the landlord would be otherwise entitled to terminate the tenancy
11 under this chapter;

12 (h) By which, at the time the rental agreement is entered into,
13 the landlord and tenant agree to the selection of a particular
14 arbitrator; ((~~or~~))

15 (i) By which the tenant agrees to make rent payments through
16 electronic means only; or

17 (j) Allowing the landlord to charge a late fee for rent that is
18 paid within five days following its due date. If rent is more than
19 five days past due, the landlord may charge late fees commencing from
20 the first day after the due date until paid. Late fees may not exceed
21 1.5 percent of the tenant's total rent per month. Nothing in this
22 subsection prohibits a landlord from serving a notice to pay or
23 vacate at any time after the rent becomes due.

24 (3) Any provision prohibited under this section that is included
25 in a rental agreement is unenforceable.

26 **Sec. 208.** RCW 59.20.030 and 2023 c 40 s 2 are each amended to
27 read as follows:

28 For purposes of this chapter:

29 (1) "Abandoned" as it relates to a mobile home, manufactured
30 home, or park model owned by a tenant in a mobile home park, mobile
31 home park cooperative, or mobile home park subdivision or tenancy in
32 a mobile home lot means the tenant has defaulted in rent and by
33 absence and by words or actions reasonably indicates the intention
34 not to continue tenancy;

35 (2) "Active duty" means service authorized by the president of
36 the United States, the secretary of defense, or the governor for a
37 period of more than ((~~thirty~~)) 30 consecutive days;

38 (3) "Community land trust" means a private, nonprofit, community-
39 governed, and/or membership corporation whose mission is to acquire,

1 hold, develop, lease, and steward land for making homes, farmland,
2 gardens, businesses, and other community assets permanently
3 affordable for current and future generations. A community land
4 trust's bylaws prescribe that the governing board is comprised of
5 individuals who reside in the community land trust's service area,
6 one-third of whom are currently, or could be, community land trust
7 leaseholders;

8 (4) "Eligible organization" includes community land trusts,
9 resident nonprofit cooperatives, local governments, local housing
10 authorities, nonprofit community or neighborhood-based organizations,
11 federally recognized Indian tribes in the state of Washington, and
12 regional or statewide nonprofit housing assistance organizations;

13 (5) "Housing and low-income assistance organization" means an
14 organization that provides tenants living in mobile home parks,
15 manufactured housing communities, and manufactured/mobile home
16 communities with information about their rights and other pertinent
17 information;

18 (6) "Housing authority" or "authority" means any of the public
19 body corporate and politic created in RCW 35.82.030;

20 (7) "Landlord" or "owner" means the owner of a mobile home park
21 and includes the agents of the owner;

22 (8) "Local government" means a town government, city government,
23 code city government, or county government in the state of
24 Washington;

25 (9) "Manufactured home" means a single-family dwelling built
26 according to the United States department of housing and urban
27 development manufactured home construction and safety standards act,
28 which is a national preemptive building code. A manufactured home
29 also: (a) Includes plumbing, heating, air conditioning, and
30 electrical systems; (b) is built on a permanent chassis; and (c) can
31 be transported in one or more sections with each section at least
32 eight feet wide and 40 feet long when transported, or when installed
33 on the site is (~~three hundred twenty~~) 320 square feet or greater;

34 (10) "Manufactured/mobile home" means either a manufactured home
35 or a mobile home;

36 (11) "Mobile home" means a factory-built dwelling built prior to
37 June 15, 1976, to standards other than the United States department
38 of housing and urban development code, and acceptable under
39 applicable state codes in effect at the time of construction or
40 introduction of the home into the state. Mobile homes have not been

1 built since the introduction of the United States department of
2 housing and urban development manufactured home construction and
3 safety act;

4 (12) "Mobile home lot" means a portion of a mobile home park or
5 manufactured housing community designated as the location of one
6 mobile home, manufactured home, or park model and its accessory
7 buildings, and intended for the exclusive use as a primary residence
8 by the occupants of that mobile home, manufactured home, or park
9 model;

10 (13) "Mobile home park cooperative" or "manufactured housing
11 cooperative" means real property consisting of common areas and two
12 or more lots held out for placement of mobile homes, manufactured
13 homes, or park models in which both the individual lots and the
14 common areas are owned by an association of shareholders which leases
15 or otherwise extends the right to occupy individual lots to its own
16 members;

17 (14) "Mobile home park subdivision" or "manufactured housing
18 subdivision" means real property, whether it is called a subdivision,
19 condominium, or planned unit development, consisting of common areas
20 and two or more lots held for placement of mobile homes, manufactured
21 homes, or park models in which there is private ownership of the
22 individual lots and common, undivided ownership of the common areas
23 by owners of the individual lots;

24 (15) "Mobile home park," "manufactured housing community," or
25 "manufactured/mobile home community" means any real property which is
26 rented or held out for rent to others for the placement of two or
27 more mobile homes, manufactured homes, or park models for the primary
28 purpose of production of income, except where such real property is
29 rented or held out for rent for seasonal recreational purpose only
30 and is not intended for year-round occupancy;

31 (16) "Notice of opportunity to compete to purchase" means a
32 notice required under RCW 59.20.325;

33 (17) "Notice of sale" means a notice required under RCW 59.20.300
34 to be delivered to all tenants of a manufactured/mobile home
35 community and other specified parties within 14 days after the date
36 on which any advertisement, listing, or public or private notice is
37 first made advertising that a manufactured/mobile home community or
38 the property on which it sits is for sale or lease. A delivered
39 notice of opportunity to compete to purchase acts as a notice of
40 sale;

1 (18) "Occupant" means any person, including a live-in care
2 provider, other than a tenant, who occupies a mobile home,
3 manufactured home, or park model and mobile home lot;

4 (19) "Orders" means written official military orders, or any
5 written notification, certification, or verification from the service
6 member's commanding officer, with respect to the service member's
7 current or future military status;

8 (20) "Park model" means a recreational vehicle intended for
9 permanent or semi-permanent installation and is used as a primary
10 residence;

11 (21) "Permanent change of station" means: (a) Transfer to a unit
12 located at another port or duty station; (b) change of a unit's home
13 port or permanent duty station; (c) call to active duty for a period
14 not less than 90 days; (d) separation; or (e) retirement;

15 (22) "Qualified sale of manufactured/mobile home community" means
16 the sale, as defined in RCW 82.45.010, of land and improvements
17 comprising a manufactured/mobile home community that is transferred
18 in a single purchase to a qualified tenant organization or to an
19 eligible organization for the purpose of preserving the property as a
20 manufactured/mobile home community;

21 (23) "Qualified tenant organization" means a formal organization
22 of tenants within a manufactured/mobile home community, with the only
23 requirement for membership consisting of being a tenant. If a
24 majority of the tenants, based on home sites within the manufactured/
25 mobile home community, agree that they want to preserve the
26 manufactured/mobile home community then they will appoint a
27 spokesperson to represent the wishes of the qualified tenant
28 organization to the landlord and the landlord's representative;

29 (24) "Recreational vehicle" means a travel trailer, motor home,
30 truck camper, or camping trailer that is primarily designed and used
31 as temporary living quarters, is either self-propelled or mounted on
32 or drawn by another vehicle, is transient, is not occupied as a
33 primary residence, and is not immobilized or permanently affixed to a
34 mobile home lot;

35 (25) "Rent" or "rental amount" means recurring and periodic
36 charges identified in the rental agreement for the use and occupancy
37 of the manufactured/mobile home lot, which may include charges for
38 utilities as provided in RCW 59.20.060. These terms do not include
39 nonrecurring charges for costs incurred due to late payment, damages,
40 deposits, legal costs, or other fees, including attorneys' fees;

