

HB 1217 - H AMD 670

By Representative Macri

ADOPTED 03/10/2025

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

3 **"PART I**

4 **RESIDENTIAL LANDLORD-TENANT ACT**

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

7 (1) (a) Except as authorized by an exemption under section 102 of
8 this act, a landlord may not increase the rent for any type of
9 tenancy, regardless of whether the tenancy is month-to-month or for a
10 term greater or lesser than month-to-month:

11 (i) During the first 12 months after the tenancy begins; and

12 (ii) During any 12-month period of the tenancy, in an amount
13 greater than seven percent.

14 (b) This subsection (1) does not prohibit a landlord from
15 adjusting the rent by any amount after a tenant vacates the dwelling
16 unit and the tenancy ends.

17 (2) If a landlord increases the rent above the amount allowed in
18 subsection (1) of this section as authorized by an exemption under
19 section 102 of this act, the landlord must include facts supporting
20 any claimed exemptions in the written notice of the rent increase.
21 Notice must comply with this section, section 103 of this act, RCW
22 59.18.140, and be served in accordance with RCW 59.12.040.

23 (3) If a landlord increases rent above the amount allowed in
24 subsection (1) of this section and the increase is not authorized by
25 an exemption under section 102 of this act, the tenant must offer the
26 landlord an opportunity to cure the unauthorized increase by
27 providing the landlord with a written demand to reduce the increase
28 to an amount that complies with the limit created in this section. In
29 addition to any other remedies or relief available under this chapter
30 or other law, the tenant may terminate the rental agreement at any
31 time prior to the effective date of the increase by providing the

1 landlord with written notice at least 20 days before terminating the
2 rental agreement. If a tenant terminates a rental agreement under
3 this subsection, the tenant owes rent for the full month in which the
4 tenant vacates the dwelling unit. A landlord may not charge a tenant
5 any fines or fees for terminating a rental agreement under this
6 subsection.

7 (4) (a) Except as provided in (b) of this subsection, a landlord
8 may not include terms of payment or other material conditions in a
9 rental agreement that are more burdensome to a tenant for a month-to-
10 month rental agreement than for a rental agreement where the term is
11 greater or lesser than month-to-month, or vice versa.

12 (b) A landlord must provide parity between lease types with
13 respect to the amount of rent charged for a specific dwelling unit.
14 For the purposes of this subsection, "parity between lease types"
15 means that, for leases or rental agreements that a landlord offers
16 for a specific dwelling unit, the landlord may not charge a tenant
17 more than a five percent difference in rent depending on the type of
18 lease or rental agreement offered, regardless of whether the type of
19 lease or rental agreement offered is on a month-to-month or other
20 periodic basis or for a specified period. This five percent
21 difference may not cause the rent charged for a specific dwelling
22 unit to exceed the rent increase limit in subsection (1) of this
23 section.

24 (5) A tenant or the attorney general may bring an action in a
25 court of competent jurisdiction to enforce compliance with this
26 section or section 102 of this act, section 103 of this act, or RCW
27 59.18.140. If the court finds that a landlord violated any of the
28 laws listed in this subsection, the court shall award the following
29 damages and attorneys' fees and costs to the tenant:

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

32 (b) Damages in an amount of up to three months of any unlawful
33 rent, fees, or other costs charged by the landlord; and

34 (c) Reasonable attorneys' fees and costs incurred in bringing the
35 action.

36 (6) The remedies provided by this section are in addition to any
37 other remedies provided by law.

38 (7) A landlord may not report the tenant to a tenant screening
39 service provider for failure to pay the portion of the tenant's rent
40 that was unlawfully increased in violation of this section.

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

3 (1) A landlord may increase rent in an amount greater than
4 allowed under section 101 of this act only as authorized by the
5 exemptions described in this section. Rent increases are not limited
6 by section 101 of this act for any of the following types of
7 tenancies:

8 (a) A tenancy in a dwelling unit for which the first certificate
9 of occupancy was issued 12 or less years before the date of the
10 notice of the rent increase.

11 (b) A tenancy in a dwelling unit owned by a:

12 (i) Public housing authority;

13 (ii) Public development authority;

14 (iii) Nonprofit organization, where maximum rents are regulated
15 by other laws or local, state, or federal affordable housing program
16 requirements; or

17 (iv) Nonprofit entity, as defined in RCW 84.36.560, where a
18 nonprofit organization, housing authority, or public development
19 authority has the majority decision-making power on behalf of the
20 general partner, and where maximum rents are regulated by other laws
21 or local, state, or federal affordable housing program requirements.

22 (c) A tenancy in a qualified low-income housing development as
23 defined in RCW 82.45.010, where the property is owned by any of the
24 organizations described in (b) (i) through (iv) of this subsection.

25 (d) A tenancy in a dwelling unit in which the tenant shares a
26 bathroom or kitchen facility with the owner who maintains a principal
27 residence at the residential real property.

28 (e) A tenancy in a single-family owner-occupied residence,
29 including a residence in which the owner-occupant rents or leases no
30 more than two units or bedrooms including, but not limited to, an
31 attached or detached accessory dwelling unit.

32 (f) A tenancy in a duplex, triplex, or fourplex in which the
33 owner occupied one of the units as the owner's principal place of
34 residence at the beginning of the tenancy, so long as the owner
35 continues the occupancy.

36 (2) Subsection (1) (d) through (f) of this section only apply
37 where the owner is not any of the following:

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

40 (b) A corporation; or

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

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

5 (1) A landlord must provide a tenant with notice of rent
6 increases in substantially the following form. Notice under this
7 section must comply with the requirements in RCW 59.18.140 and be
8 served in accordance with RCW 59.12.040.

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

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

22 AT ADDRESS: (tenant address)

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

24 This notice is required by Washington state law to inform you of
25 your rights regarding rent and fee increases. Your rent or rental
26 amount includes all recurring and periodic charges, sometimes
27 referred to as rent and fees, identified in your rental agreement for
28 the use and occupancy of your rental unit. Washington state limits
29 how much your landlord can raise your rent and any other recurring or
30 periodic charges for the use and occupancy of your rental unit.

31 (1) Your landlord can raise your rent and any other recurring or
32 periodic charges identified in the rental agreement for use and
33 occupancy of your rental unit once every 12 months by up to seven
34 percent, as allowed by section 101 of this act. Your landlord is not
35 required to raise the rent or other recurring or periodic charges by
36 any amount.

37 (2) Your landlord may be exempt from the seven percent limit on
38 increases for rent and other recurring or periodic charges for the
39 reasons described in section 102 of this act. If your landlord claims

1 an exemption, your landlord is required to include supporting facts
2 with this notice.

3 (3) Your landlord must properly and fully complete the form below
4 to notify you of any increases in rent and other recurring or
5 periodic charges and any exemptions claimed.

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

7 Raise your rent and/or other recurring or periodic charges:
8 Your total increase for rent and other recurring or periodic charges
9 effective (date) will be (percent), which totals an additional \$
10 (dollar amount) per month, for a new total amount of \$(dollar amount)
11 per month for rent and other recurring or periodic charges.

12 This increase for rent and/or other recurring or periodic charges
13 is allowed by state law and is (check one of the following):

- 14 A lower increase than the maximum allowed by state law.
- 15 The maximum increase allowed by state law.
- 16 Authorized by an exemption under section 102 of this act. If
17 the increase is authorized by an exemption, your landlord must fill
18 out the section of the form below.

19 **EXEMPTIONS CLAIMED BY LANDLORD**

20 Under penalty of perjury, I (landlord name) certify that I am
21 allowed under Washington state law to raise your rent and other
22 recurring or periodic charges by (percent), which is more than the
23 maximum increase otherwise allowed by state law, because I am
24 claiming the following exemption under section 102 of this act (check
25 one of the following):

26 The first certificate of occupancy for your dwelling unit was
27 issued on (insert date), which is 12 or less years before the date of
28 this increase notice for rent and other recurring or periodic
29 charges. (The landlord must include facts or attach documents
30 supporting the exemption.)

31 You live in a dwelling unit owned by a public housing
32 authority, public development authority, or nonprofit organization
33 where maximum rents are regulated by other laws or local, state, or
34 federal affordable housing program requirements, or a qualified low-
35 income housing development as defined in RCW 82.45.010, where the
36 property is owned by a public housing authority, public development
37 authority, or nonprofit organization. (The landlord must include
38 facts or attach documents supporting the exemption.)

39 You live in a dwelling unit in which you share a bathroom or
40 kitchen facility with the owner, and the owner maintains a principal

1 residence at the residential real property. (The landlord must
2 include facts or attach documents supporting the exemption.)

3 ___ You live in a single-family owner-occupied residence in which
4 the owner-occupant rents or leases no more than two units or bedrooms
5 including, but not limited to, an attached or detached accessory
6 dwelling unit. (The landlord must include facts or attach documents
7 supporting the exemption.)

8 ___ You live in a duplex, triplex, or fourplex in which the owner
9 occupied one of the units as the owner's principal place of residence
10 at the beginning of the tenancy, and the owner continues in
11 occupancy. (The landlord must include facts or attach documents
12 supporting the exemption.)"

13 **Sec. 104.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
14 read as follows:

15 (1) The tenant shall conform to all reasonable obligations or
16 restrictions, whether denominated by the landlord as rules, rental
17 agreement, rent, or otherwise, concerning the use, occupation, and
18 maintenance of his or her dwelling unit, appurtenances thereto, and
19 the property of which the dwelling unit is a part if such obligations
20 and restrictions are not in violation of any of the terms of this
21 chapter and are not otherwise contrary to law, and if such
22 obligations and restrictions are brought to the attention of the
23 tenant at the time of his or her initial occupancy of the dwelling
24 unit and thus become part of the rental agreement.

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

30 (3) (a) Except as provided in (b) and (c) of this subsection, a
31 landlord shall provide a minimum of (~~(sixty)~~) 90 days' prior written
32 notice of an increase in the amount of rent to each affected tenant,
33 and any increase in the amount of rent may not become effective prior
34 to the completion of the term of the rental agreement.

35 (b) If the rental agreement governs a subsidized tenancy where
36 the amount of rent is based on the income of the tenant or
37 circumstances specific to the subsidized household, a landlord shall
38 provide a minimum of (~~(thirty)~~) 30 days' prior written notice of an
39 increase in the amount of rent to each affected tenant. An increase

1 in the amount of rent may become effective upon completion of the
2 term of the rental agreement or sooner upon mutual consent.

3 (c) For a tenant whose lease or rental agreement was entered into
4 or renewed before the effective date of this section and whose
5 tenancy is for a specified time, if the lease or rental agreement has
6 more than 60 days but less than 90 days left before the end of the
7 specified time as of the effective date of this section, the landlord
8 must provide written notice to the affected tenant a minimum of 60
9 days before the effective date of an increase in the amount of rent.

10 **PART II**

11 **MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT**

12 NEW SECTION. **Sec. 201.** A new section is added to chapter 59.20
13 RCW to read as follows:

14 (1) Except as authorized by an exemption under section 202 of
15 this act and as provided in RCW 59.20.060(2)(c), a landlord may not
16 increase the rent for any type of tenancy, regardless of whether the
17 tenancy is month-to-month or for a term greater than month-to-month:

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

19 (b) During any 12-month period of the tenancy, in an amount
20 greater than seven percent.

21 (2) If a landlord increases the rent above the amount allowed in
22 subsection (1) of this section as authorized by an exemption under
23 section 202 of this act, the landlord must include facts supporting
24 any claimed exemptions in the written notice of the rent increase.
25 Notice must comply with this section, section 203 of this act, RCW
26 59.20.090(2), and be served in accordance with RCW 59.12.040.

27 (3) If a landlord increases rent above the amount allowed in
28 subsection (1) of this section and the increase is not authorized by
29 an exemption under section 202 of this act, the tenant must offer the
30 landlord an opportunity to cure the unauthorized increase by
31 providing the landlord with a written demand to reduce the increase
32 to an amount that complies with the limit created in this section. In
33 addition to any other remedies or relief available under this chapter
34 or other law, the tenant may terminate the rental agreement at any
35 time prior to the effective date of the increase by providing the
36 landlord with written notice at least 30 days before terminating the
37 rental agreement. If a tenant terminates a rental agreement under
38 this subsection, the tenant owes rent for the full month in which the

1 tenant vacates the manufactured/mobile home lot. A landlord may not
2 charge a tenant any fines or fees for terminating a rental agreement
3 under this subsection.

4 (4) A tenant or the attorney general may bring an action in a
5 court of competent jurisdiction to enforce compliance with this
6 section or section 202 of this act, section 203 of this act, RCW
7 59.20.060, or 59.20.170. If the court finds that a landlord violated
8 any of the laws listed in this subsection, the court shall award the
9 following damages and attorneys' fees and costs to the tenant:

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

12 (b) Damages in an amount of up to three months of any unlawful
13 rent, fees, or other costs charged by the landlord; and

14 (c) Reasonable attorneys' fees and costs incurred in bringing the
15 action.

16 (5) The remedies provided by this section are in addition to any
17 other remedies provided by law.

18 (6) A landlord may not report a tenant to a tenant screening
19 service provider for failure to pay the portion of the tenant's rent
20 that was unlawfully increased in violation of this section.

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

23 A landlord may increase rent in an amount greater than allowed
24 under section 201 of this act only as authorized by the exemptions
25 described in this section or as provided in RCW 59.20.060(2)(c).

26 (1) Rent increases are not limited by section 201 of this act for
27 any of the following types of tenancies:

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

29 (i) Public housing authority;

30 (ii) Public development authority; or

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

34 (b) A tenancy in a qualified low-income housing development as
35 defined in RCW 82.45.010, where the property is owned by any of the
36 organizations described in (a)(i) through (iii) of this subsection.

37 (2) During the first 12 months after the qualified sale of a
38 manufactured/mobile home community to an eligible organization as
39 defined in RCW 59.20.030 whose mission aligns with the long-term

1 preservation and affordability of the manufactured/mobile home
2 community, the eligible organization may increase the rent for the
3 manufactured/mobile home community in an amount greater than allowed
4 under section 201 of this act as needed to cover the cost of
5 purchasing the manufactured/mobile home community if the increase is
6 approved by vote or agreement with the majority of the manufactured/
7 mobile home owners in the manufactured/mobile home community.

8 (3) If a rental agreement is transferred under RCW 59.20.073 due
9 to a former tenant's sale of a manufactured/mobile home, the landlord
10 has the option to make a one-time increase of no more than 10 percent
11 to the rent for the manufactured/mobile home lot at the time of the
12 first renewal of the rental agreement after the transfer. A landlord
13 must provide the manufactured/mobile home buyer with notice of this
14 one-time increase option prior to the final transfer of the rental
15 agreement to the buyer. If a landlord exercises this one-time
16 increase option, evidence that the proper notice was provided to the
17 buyer prior to the final transfer of the rental agreement must be
18 included along with the notice required under section 203 of this
19 act.

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

22 (1) A landlord must provide a tenant with notice of rent
23 increases in substantially the following form. Notice under this
24 section must comply with the requirements in RCW 59.20.090(2) and be
25 served in accordance with RCW 59.12.040.

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

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

39 AT ADDRESS: (tenant address)

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

2 This notice is required by Washington state law to inform you of
3 your rights regarding rent and fee increases. Your rent or rental
4 amount includes all recurring and periodic charges, sometimes
5 referred to as rent and fees, identified in your rental agreement for
6 the use and occupancy of your manufactured/mobile home lot.
7 Washington state limits how much your landlord can raise your rent
8 and any other recurring or periodic charges for the use and occupancy
9 of your manufactured/mobile home lot.

10 (1) Your landlord can raise your rent and other recurring or
11 periodic charges once every 12 months by up to seven percent, as
12 allowed by section 201 of this act. Your landlord is not required to
13 raise the rent or other recurring or periodic charges by any amount.

14 (2) Your landlord may be exempt from the seven percent limit on
15 increases for rent and other recurring or periodic charges for the
16 reasons described in section 202 of this act. If your landlord claims
17 an exemption, your landlord is required to include supporting facts
18 with this notice.

19 (3) Your landlord must properly and fully complete the form below
20 to notify you of any increases in rent and other recurring or
21 periodic charges and any exemptions claimed.

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

23 ___ Raise your rent and/or other recurring and periodic charges:
24 Your total increase in rent and other recurring or periodic charges
25 effective (date) will be (percent), which totals an additional \$
26 (dollar amount) per month, for a new total amount of \$(dollar amount)
27 per month for rent and other recurring or periodic charges.

28 This increase in rent and/or other recurring and periodic charges
29 is allowed by state law and is (check one of the following):

30 ___ A lower increase than the maximum allowed by state law.

31 ___ The maximum increase allowed by state law.

32 ___ Authorized by an exemption under section 202 of this act. If
33 the increase is authorized by an exemption, your landlord must fill
34 out the section of the form below.

35 **EXEMPTIONS CLAIMED BY LANDLORD**

36 Under penalty of perjury, I (landlord name) certify that I am
37 allowed under Washington state law to raise your rent and other
38 recurring or periodic charges by (percent), which is more than the
39 maximum increase otherwise allowed by state law, because I am

1 claiming the following exemption under section 202 of this act (check
2 one of the following):

3 ___ You live on a manufactured/mobile home lot owned by a public
4 housing authority, public development authority, or nonprofit
5 organization where maximum rents are regulated by other laws or
6 local, state, or federal affordable housing program requirements, or
7 a qualified low-income housing development as defined in RCW
8 82.45.010, where the property is owned by a public housing authority,
9 public development authority, or nonprofit organization. (The
10 landlord must include facts or attach documents supporting the
11 exemption.)

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

24 ___ Your manufactured/mobile home lot rental agreement is up for
25 first renewal after it was transferred to you under RCW 59.20.073, so
26 your landlord is allowed to make a one-time increase of no more than
27 10 percent to your rent and other recurring or periodic charges. In
28 order to exercise this one-time increase option, the landlord must
29 have provided you with notice of this option prior to the final
30 transfer of the rental agreement to you. (The landlord must include
31 facts or attach documents supporting the exemption, including
32 evidence that proper notice of this one-time increase option was
33 provided to you prior to the final transfer of the rental
34 agreement.)"

35 **Sec. 204.** RCW 59.20.170 and 2004 c 136 s 2 are each amended to
36 read as follows:

37 (1) For leases or rental agreements entered into on or after the
38 effective date of this section, if a landlord charges a tenant any
39 move-in fees or security deposits, the move-in fees and security

1 deposits combined may not exceed one month's rent, unless the tenant
2 brings any pets into the tenancy, in which case the move-in fees and
3 security deposits combined may not exceed two months' rent. This
4 subsection (1) does not apply to leases or rental agreements entered
5 into before the effective date of this section even if such leases or
6 rental agreements are renewed on or after the effective date of this
7 section.

8 (2) All moneys paid to the landlord by the tenant as a deposit as
9 security for performance of the tenant's obligations in a rental
10 agreement shall promptly be deposited by the landlord in a trust
11 account, maintained by the landlord for the purpose of holding such
12 security deposits for tenants of the landlord, in a financial
13 institution as defined by RCW ((30.22.041)) 30A.22.041 or licensed
14 escrow agent located in Washington. ((Except as provided in
15 subsection (2) of this section, unless)) Unless otherwise agreed in
16 writing, the landlord shall be entitled to receipt of interest paid
17 on such trust account deposits. The landlord shall provide the tenant
18 with a written receipt for the deposit and shall provide written
19 notice of the name and address and location of the depository and any
20 subsequent change thereof. If during a tenancy the status of landlord
21 is transferred to another, any sums in the deposit trust account
22 affected by such transfer shall simultaneously be transferred to an
23 equivalent trust account of the successor landlord, and the successor
24 landlord shall promptly notify the tenant of the transfer and of the
25 name, address and location of the new depository. The tenant's claim
26 to any moneys paid under this section shall be prior to that of any
27 creditor of the landlord, including a trustee in bankruptcy or
28 receiver, even if such moneys are commingled.

29 ((~~(2) All moneys paid, in excess of two months' rent on the~~
30 ~~mobile home lot, to the landlord by the tenant as a deposit as~~
31 ~~security for performance of the tenant's obligations in a rental~~
32 ~~agreement shall be deposited into an interest-bearing trust account~~
33 ~~for the particular tenant. The interest accruing on the deposit in~~
34 ~~the account, minus fees charged to administer the account, shall be~~
35 ~~paid to the tenant on an annual basis. All other provisions of~~
36 ~~subsection (1) of this section shall apply to deposits under this~~
37 ~~subsection.~~))

38 **Sec. 205.** RCW 59.20.060 and 2023 c 40 s 3 are each amended to
39 read as follows:

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

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

8 (b) Reasonable rules for guest parking which shall be clearly
9 stated;

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

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

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

20 (f) A forwarding address of the tenant or the name and address of
21 a person who would likely know the whereabouts of the tenant in the
22 event of an emergency or an abandonment of the mobile home,
23 manufactured home, or park model;

24 (g) A statement that: "The park may be sold or otherwise
25 transferred at any time with the result that subsequent owners may
26 close the mobile home park, or that the landlord may close the park
27 at any time after the required closure notice as provided in RCW
28 59.20.080." The statement required by this subsection must: (i)
29 Appear in print that is in boldface and is larger than the other text
30 of the rental agreement; (ii) be set off by means of a box, blank
31 space, or comparable visual device; and (iii) be located directly
32 above the tenant's signature on the rental agreement;

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

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

1 (j) A listing of the utilities, services, and facilities which
2 will be available to the tenant during the tenancy and the nature of
3 the fees, if any, to be charged together with a statement that, in
4 the event any utilities are changed to be charged independent of the
5 rent during the term of the rental agreement, the landlord agrees to
6 decrease the amount of the rent charged proportionately;

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

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

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

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

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

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

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

29 (b) Which authorizes the towing or impounding of a vehicle except
30 upon notice to the owner thereof or the tenant whose guest is the
31 owner of the vehicle;

32 (c) Which allows the landlord to alter the due date for rent
33 payment or increase the rent: (i) During the term of the rental
34 agreement if the term is less than two years, or (ii) more frequently
35 than annually if the initial term is for two years or more: PROVIDED,
36 That a rental agreement may include an escalation clause for a pro
37 rata share of any increase in the mobile home park's real property
38 taxes or utility assessments or charges, over the base taxes or
39 utility assessments or charges of the year in which the rental
40 agreement took effect, if the clause also provides for a pro rata

1 reduction in rent or other charges in the event of a reduction in
2 real property taxes or utility assessments or charges, below the base
3 year: PROVIDED FURTHER, That a rental agreement for a term exceeding
4 two years may provide for annual increases in rent in specified
5 amounts or by a formula specified in such agreement. Any rent
6 increase authorized under this subsection (2)(c) that occurs within
7 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be
8 more than one percentage point above the United States consumer price
9 index for all urban consumers, housing component, published by the
10 United States bureau of labor statistics in the periodical "Monthly
11 Labor Review and Handbook of Labor Statistics" as established
12 annually by the department of commerce;

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

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

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

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

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

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

34 (j) Allowing the landlord to charge a late fee for rent that is
35 paid within five days following its due date for leases or rental
36 agreements entered into or renewed on or after the effective date of
37 this section. If rent is more than five days past due, the landlord
38 may charge late fees commencing from the first day after the due date
39 until paid. During the first month that rent is past due, late fees
40 may not exceed two percent of the tenant's total rent per month.

1 During the second consecutive month that rent is past due, late fees
2 may not exceed three percent of the tenant's total rent per month.
3 During the third consecutive month and all subsequent consecutive
4 months that rent is past due, late fees may not exceed five percent
5 of the tenant's total rent per month. Nothing in this subsection
6 prohibits a landlord from serving a notice to pay or vacate at any
7 time after the rent becomes due.

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

10 **Sec. 206.** RCW 59.20.030 and 2024 c 325 s 1 are each amended to
11 read as follows:

12 For purposes of this chapter:

13 (1) "Abandoned" as it relates to a mobile home, manufactured
14 home, or park model owned by a tenant in a mobile home park, mobile
15 home park cooperative, or mobile home park subdivision or tenancy in
16 a mobile home lot means the tenant has defaulted in rent and by
17 absence and by words or actions reasonably indicates the intention
18 not to continue tenancy;

19 (2) "Active duty" means service authorized by the president of
20 the United States, the secretary of defense, or the governor for a
21 period of more than 30 consecutive days;

22 (3) "Community land trust" means a private, nonprofit, community-
23 governed, and/or membership corporation whose mission is to acquire,
24 hold, develop, lease, and steward land for making homes, farmland,
25 gardens, businesses, and other community assets permanently
26 affordable for current and future generations. A community land
27 trust's bylaws prescribe that the governing board is comprised of
28 individuals who reside in the community land trust's service area,
29 one-third of whom are currently, or could be, community land trust
30 leaseholders;

31 (4) "Eligible organization" includes community land trusts,
32 resident nonprofit cooperatives, local governments, local housing
33 authorities, nonprofit community or neighborhood-based organizations,
34 federally recognized Indian tribes in the state of Washington, and
35 regional or statewide nonprofit housing assistance organizations,
36 whose mission aligns with the long-term preservation of the
37 manufactured/mobile home community;

38 (5) "Housing and low-income assistance organization" means an
39 organization that provides tenants living in mobile home parks,

1 manufactured housing communities, and manufactured/mobile home
2 communities with information about their rights and other pertinent
3 information;

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

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

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

11 (9) "Manufactured home" means a single-family dwelling built
12 according to the United States department of housing and urban
13 development manufactured home construction and safety standards act,
14 which is a national preemptive building code. A manufactured home
15 also: (a) Includes plumbing, heating, air conditioning, and
16 electrical systems; (b) is built on a permanent chassis; and (c) can
17 be transported in one or more sections with each section at least
18 eight feet wide and 40 feet long when transported, or when installed
19 on the site is three hundred twenty square feet or greater;

20 (10) "Manufactured/mobile home" means either a manufactured home
21 or a mobile home;

22 (11) "Mobile home" means a factory-built dwelling built prior to
23 June 15, 1976, to standards other than the United States department
24 of housing and urban development code, and acceptable under
25 applicable state codes in effect at the time of construction or
26 introduction of the home into the state. Mobile homes have not been
27 built since the introduction of the United States department of
28 housing and urban development manufactured home construction and
29 safety act;

30 (12) "Mobile home lot" means a portion of a mobile home park or
31 manufactured housing community designated as the location of one
32 mobile home, manufactured home, or park model and its accessory
33 buildings, and intended for the exclusive use as a primary residence
34 by the occupants of that mobile home, manufactured home, or park
35 model;

36 (13) "Mobile home park cooperative" or "manufactured housing
37 cooperative" means real property consisting of common areas and two
38 or more lots held out for placement of mobile homes, manufactured
39 homes, or park models in which both the individual lots and the
40 common areas are owned by an association of shareholders which leases

1 or otherwise extends the right to occupy individual lots to its own
2 members;

3 (14) "Mobile home park subdivision" or "manufactured housing
4 subdivision" means real property, whether it is called a subdivision,
5 condominium, or planned unit development, consisting of common areas
6 and two or more lots held for placement of mobile homes, manufactured
7 homes, or park models in which there is private ownership of the
8 individual lots and common, undivided ownership of the common areas
9 by owners of the individual lots;

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

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

19 (17) "Notice of sale" means a notice required under RCW 59.20.300
20 to be delivered to all tenants of a manufactured/mobile home
21 community and other specified parties within 14 days after the date
22 on which any advertisement, listing, or public or private notice is
23 first made advertising that a manufactured/mobile home community or
24 the property on which it sits is for sale or lease. A delivered
25 notice of opportunity to compete to purchase acts as a notice of
26 sale;

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

30 (19) "Orders" means written official military orders, or any
31 written notification, certification, or verification from the service
32 member's commanding officer, with respect to the service member's
33 current or future military status;

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

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

1 (22) "Qualified sale of manufactured/mobile home community" means
2 the sale, as defined in RCW 82.45.010, of land and improvements
3 comprising a manufactured/mobile home community that is transferred
4 in a single purchase to a qualified tenant organization or to an
5 eligible organization for the purpose of preserving the property as a
6 manufactured/mobile home community;

7 (23) "Qualified tenant organization" means a formal organization
8 of tenants within a manufactured/mobile home community, with the only
9 requirement for membership consisting of being a tenant. If a
10 majority of the tenants, based on home sites within the manufactured/
11 mobile home community, agree that they want to preserve the
12 manufactured/mobile home community then they will appoint a
13 spokesperson to represent the wishes of the qualified tenant
14 organization to the landlord and the landlord's representative;

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

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

27 (26) "Resident nonprofit cooperative" means a nonprofit
28 cooperative corporation formed by a group of manufactured/mobile home
29 community residents for the purpose of acquiring the manufactured/
30 mobile home community in which they reside and converting the
31 manufactured/mobile home community to a mobile home park cooperative
32 or manufactured housing cooperative;

33 ((+26+)) (27) "Service member" means an active member of the
34 United States armed forces, a member of a military reserve component,
35 or a member of the national guard who is either stationed in or a
36 resident of Washington state;

37 ((+27+)) (28) "Tenant" means any person, except a transient, who
38 rents a mobile home lot;

1 ((28)) (29) "Transient" means a person who rents a mobile home
2 lot for a period of less than one month for purposes other than as a
3 primary residence.

4 **PART III**
5 **MISCELLANEOUS**

6 NEW SECTION. **Sec. 301.** This act is necessary for the immediate
7 preservation of the public peace, health, or safety, or support of
8 the state government and its existing public institutions, and takes
9 effect immediately.

10 NEW SECTION. **Sec. 302.** If any provision of this act or its
11 application to any person or circumstance is held invalid, the
12 remainder of the act or the application of the provision to other
13 persons or circumstances is not affected.

14 NEW SECTION. **Sec. 303.** (1) Subject to the availability of
15 amounts appropriated for this specific purpose, the department of
16 commerce must contract with an independent third party, which may
17 include educational institutions or private entities with subject
18 matter expertise, to carry out a social vulnerability assessment of
19 the impacts of this act. At a minimum, the assessment must consider
20 the following:

21 (a) The impact of rent stabilization on extending tenancies due
22 to rent capping.

23 (b) Whether there are social vulnerability impacts on cost
24 burdened, immutable characteristic communities, or rural communities.

25 (c) Whether rent stabilization creates a disproportionate burden
26 on new or transitioning renters as a result of current tenants' rent
27 being capped.

28 (d) The impacts of rent stabilization on alternative rental
29 markets such as short-term rentals.

30 (e) The impacts of rent stabilization on state-owned or state-run
31 housing units.

32 (2) The assessment is due to the legislature no later than June
33 30, 2028, and shall be provided in compliance with RCW 43.01.036.

34 (3) This section expires July 1, 2029.

1 NEW SECTION. **Sec. 304.** If specific funding for the purposes of
2 this act, referencing this act by bill or chapter number, is not
3 provided by June 30, 2025, in the omnibus appropriations act, this
4 act is null and void."

5 Correct the title.

EFFECT: Strikes the underlying bill and modifies it as follows:

(1) Revises the phrase "rent and fees" throughout the bill to refer to "rent" except in the Rent and Fee Increase Notice To Tenants, which is revised to clarify that rent and rental amount include all recurring and periodic charges, sometimes referred to as rent and fees, identified in the rental agreement for the use and occupancy of the rental unit or manufactured/mobile home lot.

(2) Limits rent increases to seven percent during any 12-month period of the tenancy (instead of during any 12-month period) for tenants subject to the Residential Landlord-Tenant Act (RLTA) or the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA).

(3) Adds a vacancy provision to the RLTA which states that the rent increase limit does not prohibit a landlord from adjusting the rent by any amount after a tenant vacates the dwelling unit and the tenancy ends.

(4) Removes the provision stating that the rent increase limit applies to all tenancies subject to the RLTA, including any such tenancies in dwelling units operated as short-term rentals and vacation rentals.

(5) Makes the following changes to the provisions requiring parity between lease types:(a) Prohibits a landlord subject to the RLTA from charging a tenant more than a five percent difference in rent depending on the type of lease or rental agreement offered; and (b) removes these provisions from the MHLTA.

(6) Prohibits landlords under both the RLTA and MHLTA from reporting tenants to a tenant screening service provider for failure to pay the portion of the tenant's rent that was unlawfully increased, instead of for failure to pay rent that was unlawfully increased, in violation of the bill.

(7) Makes the following changes to the exemptions from the rent increase limit:

(a) Expands the exemption for new construction under the RLTA such that it applies to tenancies in dwelling units for which the first certificate of occupancy was issued 12 or less years (instead of 10 or less years) before the date of the notice of the rent increase;

(b) Expands the exemption for tenancies in certain owner-occupied duplexes under the RLTA to include triplexes and fourplexes; and

(c) Adds an exemption to the MHLTA for a one-time increase of no more than 10 percent at the time of first lease renewal after the transfer of a manufactured/mobile home lot rental agreement resulting from a former tenant's sale of a manufactured/mobile home to the current tenant, as long as the landlord provides the tenant with notice of this one-time increase option prior to final transfer of the rental agreement.

(8) Makes the following changes to the Rent and Fee Increase Notice To Tenants:(a) Removes references to "annual notice";(b) revises the form notice language related to the exemption for single-family owner-occupied residences in which the owner-occupant rents or

leases no more than two units or bedrooms; and (c) revises the form notice language related to the new exemptions added or expanded.

(9) Requires a tenant to offer a landlord an opportunity to cure an unauthorized rent increase by providing the landlord with a written demand to reduce the increase to an amount that complies with the rent increase limit.

(10) Modifies the tenant lease termination provision such that a tenant who exercises the option to terminate a rental agreement under the bill owes rent for the full month in which the tenant vacates the dwelling unit or manufactured/mobile home lot, instead of only pro rata rent through the date upon which the tenant vacates the unit or lot.

(11) Revises the cause of action for damages against a landlord who violates the bill to specify that a tenant or the Attorney General may bring an action in court to enforce compliance with the bill. Requires a court to award certain damages and reasonable attorneys' fees and costs to the tenant if the court finds that a landlord violated the bill.

(12) Makes the following changes to the length of the rent increase notice period: (a) Requires landlords to provide tenants under the RLTA with a minimum of 90 days' written notice before the effective date of any rent increase, instead of requiring a minimum of 180 days' written notice for rent increases in any amount of three percent or more; (b) specifies that for a tenant whose lease or rental agreement was entered into or renewed before the effective date of the bill and whose tenancy is for a specified time, if the lease or rental agreement has more than 60 days but less than 90 days left before the end of the specified time, the landlord must provide written notice to the tenant a minimum of 60 days before the rent increase; and (c) removes the requirement under the MHLTA.

(13) Modifies the move-in fee and security deposit provisions as follows: (a) Removes the move-in fee and security deposit provisions from the RLTA; and (b) allows a landlord subject to the MHLTA to require move-in fees and security deposits combined that do not exceed two months' rent (instead of one month's rent) if a tenant has any pets. Specifies that these provisions apply to leases or rental agreements entered into on or after the effective date of the bill.

(14) Modifies the late fee provisions as follows: (a) Removes the late fee provisions from the RLTA; and (b) modifies the limit on late fees under the MHLTA such that instead of prohibiting late fees from exceeding 1.5 percent of a tenant's total rent per month, the bill prohibits late fees from exceeding two percent of the tenant's total rent per month during the first month that rent is past due, three percent of the tenant's total rent per month during the second consecutive month that rent is past due, and five percent of the tenant's total rent per month during the third consecutive month and all subsequent consecutive months that rent is past due. Specifies that the late fee provisions apply to leases or rental agreements entered into or renewed on or after the effective date of the bill.

(15) Makes the following changes to the social vulnerability assessment: (a) Extends the due date from December 1, 2027, to June 30, 2028; (b) extends the expiration date from July 1, 2028, to July 1, 2029; and (c) makes it subject to the availability of amounts appropriated for this specific purpose.

(16) Removes the following provisions:

(a) The findings and intent section;

(b) The provisions that provide a defense to an eviction or other legal action to remove a tenant and recover possession of the premises for nonpayment of rent that was unlawfully increased;

- (c) The provisions authorizing local governments to adopt policies, ordinances, or other regulations to enforce the bill;
 - (d) The Consumer Protection Act enforcement provisions;
 - (e) The requirement that the Department of Commerce create an online landlord resource center; and
 - (f) The requirement that the Attorney General publish certain model lease provisions.
- (17) Adds a null and void clause, making the bill null and void unless funded in the budget.

--- END ---