

EHB 1217 - S AMD 311
By Senator Cleveland

OUT OF ORDER 04/10/2025

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) Subject to the requirements of RCW 59.18.140, a landlord may
8 not increase the base rent paid by a tenant in an amount greater than
9 seven percent or more above the base rent plus the consumer price
10 index as of April 1st of the current year as published by the United
11 States bureau of labor statistics without providing a minimum of 120
12 days' written notice before the increase takes effect.

13 (2) If a landlord seeks to increase the amount of base rent by
14 more than seven percent plus the consumer price index described in
15 subsection (1) of this section, the tenant may terminate the tenancy
16 at any point prior to the effective date of the increase by providing
17 at least 30 days' written notice for a month-to-month or periodic
18 tenancy or at least 45 days' notice for a tenancy of a specified
19 period, and the tenant owes rent for the full month in which the
20 tenant vacates the dwelling unit. A landlord may not charge a tenant
21 any fines or fees for terminating a rental agreement under this
22 subsection.

23 (3) Subsection (1) of this section does not prohibit a landlord
24 from adjusting the rent by any amount after a tenant vacates the
25 dwelling unit and the tenancy ends.

26 (4) For the purposes of this section, "base rent" means the
27 lowest monthly or periodic rent paid by the tenant in the 12 months
28 preceding the date of the notice of rent increase. "Base rent" does
29 not include amounts paid for utilities where such amounts are paid
30 separately from rent and are based upon actual utility usage.

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

3 A tenancy is exempt from section 101 of this act if the tenancy:

4 (1) Is in a dwelling unit owned or operated by a public housing
5 authority, or a public development authority, or another landlord
6 where maximum rents are regulated by other laws, or local, state, or
7 federal affordable housing program requirements;

8 (2) Is in a dwelling unit owned or operated by an organization
9 with a recorded covenant requiring that at least 50 percent of the
10 dwelling units are affordable for households at or below 80 percent
11 average median income within the county for at least 50 years; or

12 (3) Is in a dwelling unit in which the tenant shares a bathroom
13 or kitchen facility with the owner who maintains their principal
14 residence at the premises.

15 **Sec. 103.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
16 read as follows:

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

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

32 (3) (a) Except as provided in section 101 of this act, (b) of this
33 subsection, and subsection (5) of this section, a landlord shall
34 provide a minimum of (~~(sixty))~~ 90 days' prior written notice of an
35 increase in the amount of rent to each affected tenant, and any
36 increase in the amount of rent may not become effective prior to the
37 completion of the term of the rental agreement.

38 (b) If the rental agreement governs a subsidized tenancy where
39 the amount of rent is based on the income of the tenant or

1 circumstances specific to the subsidized household, a landlord shall
2 provide a minimum of (~~thirty~~) 30 days' prior written notice of an
3 increase in the amount of rent to each affected tenant. An increase
4 in the amount of rent may become effective upon completion of the
5 term of the rental agreement or sooner upon mutual consent.

6 (c) Every notice of rent increase must include the following
7 statement:

8 "Washington law permits a tenant to terminate their
9 rental agreement if the increase in base rent is more than a
10 combined seven percent plus the consumer price index in the
11 12 months prior to the effective date of the rent increase,
12 by providing at least 30 days' written notice for a month-to-
13 month or periodic tenancy or at least 45 days' written notice
14 for a tenancy of a specified period. If the tenant terminates
15 the rental agreement, the tenant only owes rent for the full
16 month in which the tenant vacates the dwelling unit. A
17 landlord may not charge a tenant any fines or fees for
18 terminating a rental agreement under this subsection."

19 (d) If the landlord delivers a notice of rent increase to the
20 tenant, the landlord may include in the notice of rent increase
21 variable lease terms providing different base rent amounts with
22 different lease lengths, so long as the notice of rent increase does
23 not include a base rent increase in violation of this section for a
24 lease term of equal length to the tenant's existing lease term.

25 (4) Upon the electronic or written consent of the tenant, the
26 landlord may email a notice under this section to the tenant at an
27 email address provided by the tenant. The tenant may revoke consent
28 of email delivery in writing at any time prior to delivery of a
29 notice of rent increase. The written consent must include information
30 on how the tenant may revoke consent to email notice.

31 (5) For a tenant whose lease or rental agreement was entered into
32 or renewed before the effective date of this section and whose
33 tenancy is for a specified time, if the lease or rental agreement has
34 more than 60 days but less than 90 days left before the end of the
35 specified time as of the effective date of this section, the landlord
36 must provide written notice to the affected tenant a minimum of 60
37 days before the effective date of an increase in the amount of rent.

1 **Sec. 104.** RCW 59.18.170 and 2020 c 177 s 1 are each amended to
2 read as follows:

3 (1) If at any time during the tenancy the tenant fails to carry
4 out the duties required by RCW 59.18.130 or 59.18.140, the landlord
5 may, in addition to pursuit of remedies otherwise provided by law,
6 give written notice to the tenant of said failure, which notice shall
7 specify the nature of the failure.

8 (2) The landlord may not charge a late fee for rent that is paid
9 within five days following its due date. If rent is more than five
10 days past due, the landlord may charge late fees commencing from the
11 first day after the due date until paid. Late fees may not exceed \$75
12 per month. Nothing in this subsection prohibits a landlord from
13 serving a notice to pay or vacate at any time after the rent becomes
14 due.

15 (3) When late fees may be assessed after rent becomes due, the
16 tenant may propose that the date rent is due in the rental agreement
17 be altered to a different due date of the month. The landlord shall
18 agree to such a proposal if it is submitted in writing and the tenant
19 can demonstrate that his or her primary source of income is a
20 regular, monthly source of governmental assistance that is not
21 received until after the date rent is due in the rental agreement.
22 The proposed rent due date may not be more than five days after the
23 date the rent is due in the rental agreement. Nothing in this
24 subsection shall be construed to prevent a tenant from making a
25 request for reasonable accommodation under federal, state, or local
26 law.

27 **Sec. 105.** RCW 59.18.270 and 2011 c 132 s 14 are each amended to
28 read as follows:

29 (1) Except as provided in this chapter, if a landlord charges a
30 tenant any security deposit including when the tenant brings any pets
31 into the tenancy, the security deposit may not exceed one month's
32 rent.

33 (2) A landlord may charge the tenant a deposit in excess of one
34 month's rent and not more than two month's rent, when the tenant is
35 issued an adverse action notice at the time of application or a 30-
36 days' advance written notice to vacate due to material
37 misrepresentations on the tenant's application at the inception of
38 the tenancy pursuant to RCW 59.18.650. A landlord may not charge any

1 deposit or assess other charges to a tenant for an animal approved as
2 a service or assistance animal.

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

35 (4) Subsections (1) and (2) of this section do not apply if the
36 rental agreement governs a subsidized tenancy where the amount of
37 rent is based on, in whole or in part, a percentage of the income of
38 the tenant or other circumstances specific to the subsidized
39 household. However, for purposes of this section, a subsidized
40 tenancy does not include tenancies where some or all of the rent paid

1 to the landlord comes from a portable tenant-based voucher or similar
2 portable assistance administered through a housing authority or other
3 state or local agency, or tenancies in other types of affordable
4 housing where maximum unit rents are limited by area median income
5 levels and a tenant's base rent does not change as the tenant's
6 income does.

7 NEW SECTION. **Sec. 106.** A new section is added to chapter 59.18
8 RCW to read as follows:

9 Except as specifically provided in this chapter, a landlord may
10 not charge the tenant any one-time fees at the initiation of the
11 tenancy. The landlord may charge the tenant a one-time fee associated
12 with the tenant's conduct in violation of RCW 59.18.130 or a
13 violation of rules specifically identified in the lease, provided the
14 landlord identifies the amount of any fee for such conduct-based
15 violation in the lease.

16 NEW SECTION. **Sec. 107.** A new section is added to chapter 59.18
17 RCW to read as follows:

18 (1) If a landlord increases rent in violation of this act, the
19 tenant must offer the landlord an opportunity to cure the
20 unauthorized increase by providing the landlord with a written demand
21 to comply with this act.

22 (2) After the tenant has complied with subsection (1) of this
23 section, the tenant or the attorney general may bring an action in a
24 court of competent jurisdiction to enforce compliance with section
25 101 of this act. If the court finds that a landlord violated section
26 101 of this act, the court may award the damages and attorneys' fees
27 and costs to the tenant including:

28 (a) Damages in the amount of:

29 (i) Any excess rent, fees, or other costs paid by the tenant; or

30 (ii) Up to three months of any unlawful rent, fees, or other
31 costs charged by the landlord; and

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

34 (3) A landlord may not report the tenant to a consumer reporting
35 agency for failure to pay the portion of the tenant's rent that was
36 unlawfully increased in violation of this section.

37 **PART II**

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

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

4 (1)(a) A landlord must provide written notice at least three
5 months before any increase in the amount of rent paid by a tenant
6 takes effect. If a landlord seeks to increase the amount of rent paid
7 by a tenant in an amount greater than seven percent above the base
8 rent plus the consumer price index as of April 1st of the current
9 year as published by the United States bureau of labor statistics,
10 the landlord must provide written notice three months before the
11 increase takes effect.

12 (b) The notice must inform the tenant, in clear language, that
13 because the landlord seeks to increase the rent paid by the tenant in
14 an amount more than seven percent plus the consumer price index
15 described in (a) of this subsection, pursuant to subsection (2) of
16 this section the tenant may terminate the tenancy at any point prior
17 to the effective date of the increase by providing at least 30 days'
18 notice for a month-to-month or periodic tenancy or at least 45 days'
19 notice for a tenancy of a specified period. If the tenant terminates
20 the rental agreement, the tenant owes rent for the full month in
21 which the tenant vacates the dwelling unit. A landlord may not charge
22 a tenant any fines or fees for terminating a rental agreement under
23 this subsection.

24 (2) If a landlord seeks to increase the amount of rent by more
25 than seven percent plus the consumer price index described in
26 subsection (1)(a) of this section, the tenant may terminate the
27 tenancy at any point prior to the effective date of the increase by
28 providing at least 30 days' notice for a month-to-month or periodic
29 tenancy or at least 45 days' notice for a tenancy of a specified
30 period. If the tenant terminates the rental agreement, the tenant
31 owes rent for the full month in which the tenant vacates the dwelling
32 unit. A landlord may not charge a tenant any fines or fees for
33 terminating a rental agreement under this subsection.

34 (3) For the purposes of this section, "base rent" means the
35 lowest monthly or periodic rent paid by the tenant in the 12 months
36 preceding the date of the notice of rent increase. "Base rent" does
37 not include amounts paid for utilities.

1 (4) A landlord may not report a tenant to a tenant screening
2 service provider for failure to pay the portion of the tenant's rent
3 that was unlawfully increased in violation of this section.

4 (5) This section does not apply to the first renewal of a rental
5 agreement assigned to a person to whom title to a mobile home,
6 manufactured home, or park model is transferred or sold under the
7 provisions of RCW 59.20.073, provided that the amount of rent for the
8 first renewal is documented and provided to the buyer along with all
9 other documentation required under RCW 59.20.073 (4) (b).

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

12 (1) Every notice of rent increase must include a statement that
13 Washington law allows a tenant to terminate their rental agreement if
14 rent is increased more than the amount described in section 201 of
15 this act.

16 (2) Upon the written consent of the tenant, the landlord may
17 serve notices under this section to the tenant by email at an email
18 address provided by the tenant. The tenant may revoke consent of
19 email notifications in writing at any time prior to delivery of a
20 notice of rent increase. The written consent must include information
21 on how the tenant may revoke consent to email notice.

22 **Sec. 203.** RCW 59.20.170 and 2004 c 136 s 2 are each amended to
23 read as follows:

24 (1) For leases or rental agreements entered into on or after the
25 effective date of this section, if a landlord charges a tenant any
26 security deposits, the security deposits combined may not exceed one
27 month's rent including when the tenant brings any pets into the
28 tenancy, in which case the security deposits may not exceed two
29 months' rent. This subsection (1) does not apply to leases or rental
30 agreements entered into before the effective date of this section,
31 even if such leases or rental agreements are renewed on or after the
32 effective date of this section.

33 (2) All moneys paid to the landlord by the tenant as a deposit as
34 security for performance of the tenant's obligations in a rental
35 agreement shall promptly be deposited by the landlord in a trust
36 account, maintained by the landlord for the purpose of holding such
37 security deposits for tenants of the landlord, in a financial
38 institution as defined by RCW (~~(30.22.041)~~) 30A.22.041 or licensed

1 escrow agent located in Washington. (~~Except as provided in~~
2 ~~subsection (2) of this section, unless~~) 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. The tenant's claim
13 to any moneys paid under this section shall be prior to that of any
14 creditor of the landlord, including a trustee in bankruptcy or
15 receiver, even if such moneys are commingled.

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

25 **Sec. 204.** RCW 59.20.030 and 2024 c 325 s 1 are each amended to
26 read as follows:

27 For purposes of this chapter:

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

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

37 (3) "Community land trust" means a private, nonprofit, community-
38 governed, and/or membership corporation whose mission is to acquire,
39 hold, develop, lease, and steward land for making homes, farmland,

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

7 (4) "Eligible organization" includes community land trusts,
8 resident nonprofit cooperatives, local governments, local housing
9 authorities, nonprofit community or neighborhood-based organizations,
10 federally recognized Indian tribes in the state of Washington, and
11 regional or statewide nonprofit housing assistance organizations,
12 whose mission aligns with the long-term preservation of the
13 manufactured/mobile home community;

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

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

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

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

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

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

37 (11) "Mobile home" means a factory-built dwelling built prior to
38 June 15, 1976, to standards other than the United States department
39 of housing and urban development code, and acceptable under
40 applicable state codes in effect at the time of construction or

1 introduction of the home into the state. Mobile homes have not been
2 built since the introduction of the United States department of
3 housing and urban development manufactured home construction and
4 safety act;

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

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

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

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

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

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

1 notice of opportunity to compete to purchase acts as a notice of
2 sale;

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

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

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

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

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

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

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

37 (25) "Rent" or "rental amount" means the periodic charges
38 identified in the rental agreement for the use and occupancy of the
39 manufactured/mobile home lot. These terms do not include recurring or
40 nonrecurring fees identified in the rental agreement as provided by

1 RCW 59.20.060 for costs incurred related to utilities, late payment,
2 damages, deposits, legal costs, or other fees, including attorneys'
3 fees;

4 (26) "Resident nonprofit cooperative" means a nonprofit
5 cooperative corporation formed by a group of manufactured/mobile home
6 community residents for the purpose of acquiring the manufactured/
7 mobile home community in which they reside and converting the
8 manufactured/mobile home community to a mobile home park cooperative
9 or manufactured housing cooperative;

10 ~~((26))~~ (27) "Service member" means an active member of the
11 United States armed forces, a member of a military reserve component,
12 or a member of the national guard who is either stationed in or a
13 resident of Washington state;

14 ~~((27))~~ (28) "Tenant" means any person, except a transient, who
15 rents a mobile home lot;

16 ~~((28))~~ (29) "Transient" means a person who rents a mobile home
17 lot for a period of less than one month for purposes other than as a
18 primary residence.

19 **PART III**
20 **MISCELLANEOUS**

21 NEW SECTION. **Sec. 301.** This act is necessary for the immediate
22 preservation of the public peace, health, or safety, or support of
23 the state government and its existing public institutions, and takes
24 effect immediately.

25 NEW SECTION. **Sec. 302.** If any provision of this act or its
26 application to any person or circumstance is held invalid, the
27 remainder of the act or the application of the provision to other
28 persons or circumstances is not affected.

29 **Sec. 303.** RCW 35.21.830 and 1981 c 75 s 1 are each amended to
30 read as follows:

31 (1) The imposition of controls on rent is of statewide
32 significance and is preempted by the state. No city or town of any
33 class may enact, maintain, or enforce ordinances or other provisions
34 which regulate the amount of rent to be charged for single-family or
35 multiple-unit residential rental structures or sites other than
36 properties in public ownership, under public management, or

1 properties providing low-income rental housing under joint public-
2 private agreements for the financing or provision of such low-income
3 rental housing. This section shall not be construed as prohibiting
4 any city or town from entering into agreements with private persons
5 which regulate or control the amount of rent to be charged for rental
6 properties.

7 (2) The imposition of regulations on the landlord-tenant
8 relationship is of statewide significance and is preempted by the
9 state. No city or town of any class may enact, maintain, or enforce
10 ordinances or other provisions which regulate any agreement between a
11 landlord and tenant and entered into under chapter 59.18 or 59.20 RCW
12 for single-family or multiple-unit residential rental structures or
13 sites other than in public ownership, under public management, or
14 property providing low-income rental housing under joint public-
15 private agreements for financing or provision of such low-income
16 rental housing. This section may not be construed as prohibiting any
17 city or town from entering into agreements with private persons that
18 regulate or control the amount of rent to be charged for rental
19 properties.

20 **Sec. 304.** RCW 36.01.130 and 1991 c 363 s 43 are each amended to
21 read as follows:

22 (1) The imposition of controls on rent is of statewide
23 significance and is preempted by the state. No county may enact,
24 maintain or enforce ordinances or other provisions which regulate the
25 amount of rent to be charged for single-family or multiple-unit
26 residential rental structures or sites other than properties in
27 public ownership, under public management, or properties providing
28 low-income rental housing under joint public-private agreements for
29 the financing or provision of such low-income rental housing. This
30 section shall not be construed as prohibiting any county from
31 entering into agreements with private persons which regulate or
32 control the amount of rent to be charged for rental properties.

33 (2) The imposition of regulations on the landlord-tenant
34 relationship is of statewide significance and is preempted by the
35 state. No county may enact, maintain, or enforce ordinances or other
36 provisions which regulate any agreement between a landlord and tenant
37 and entered into under chapter 59.18 or 59.20 RCW for single-family
38 or multiple-unit residential rental structures or sites other than in
39 public ownership, under public management, or property providing low-

1 income rental housing under joint public-private agreements for
2 financing or provision of such low-income rental housing. This
3 section may not be construed as prohibiting any county from entering
4 into agreements with private persons that regulate or control the
5 amount of rent to be charged for rental properties.

6 NEW SECTION. Sec. 305. If specific funding for the purposes of
7 this act, referencing this act by bill or chapter number, is not
8 provided by June 30, 2025, in the omnibus appropriations act, this
9 act is null and void."

EHB 1217 - S AMD 311

By Senator Cleveland

OUT OF ORDER 04/10/2025

10 On page 1, line 7 of the title, after "enforcement;" strike the
11 remainder of the title and insert "amending RCW 59.18.140, 59.18.170,
12 59.18.270, 59.20.170, 59.20.030, 35.21.830, and 36.01.130; adding new
13 sections to chapter 59.18 RCW; adding new sections to chapter 59.20
14 RCW; creating a new section; prescribing penalties; and declaring an
15 emergency."

EFFECT: Changes under the Residential Landlord-Tenant Act (RLTA):

- Provides that a landlord may not increase the base rent paid by tenant under the RLTA to an amount greater than seven percent or more above the base rent plus the consumer price index as of April 1st of the current year as published by the United States Bureau of Labor Statistics without providing a minimum of three months written notice before the increase takes effect, and the rent cap is not applicable if more than three months written notice is given.

- Increases the notice period a tenant must give to terminate a tenancy when the landlord seeks to increase above the cap, from 20 to 30 days for month-to-month, and 45 days for tenancy of a specified period.

- Defines base rent as the lowest monthly or periodic rent paid by the tenant in the 12 months preceding the increase the date of the notice of increase.

- Changes the list of entities exempt from the rent cap, only including units owned or operated by a public housing authority, or a public development authority, or another landlord where maximum rents are regulated by other laws, or local, state, or federal affordable housing program requirements is exempt from this section, a unit in which the tenant shares a bathroom or kitchen facility with the owner who maintains their principal residence at the premises, or a dwelling unit owned or operated by an organization with a recorded covenant requiring that at least 50 percent of the dwelling units are affordable for households at or below 80 percent average median income within the county for at least 50 years.

- Alters the requirements for the notice of rent increase by eliminating the standard form, removing the requirement that the landlord include facts supporting a claimed exemption from the rent cap, and adds a requirement the landlord notify the tenant of their right to terminate the tenancy if the rent increase exceeds the cap.

- Authorizes a landlord to include in the notice of rent increase variable lease terms providing different base rent amounts with different lease lengths, so long as the notice of rent increase does not include a base rent increase in violation of the rent cap for a lease term of equal length to the tenant's existing lease term.

- Prohibits a landlord from charging a security deposit in excess of one month's rent, except the landlord may charge up to two month's rent when the tenant is issued an adverse action notice at the time of application or a 30 days' advance written notice to vacate due to material misrepresentations on the tenant's application at the inception of the tenancy, or the tenant brings a pet into the tenancy; however, the landlord cannot charge any deposit or assess other charges to a tenant for an animal approved as service or assistance animal.

- Prohibits a landlord from charging a tenant any one-time fees at the initiation of the tenancy unless the tenant's conduct is in violation of rules and the amount the fee is specifically identified in the lease.

- Caps late fees to no more than \$75.

- Requires a tenant to offer a landlord who increases the rent in violation of this act an opportunity to cure.

- Authorizes the tenant or the attorney general file suit for violations of the act and collect damages up to three months of rent, attorney fees and costs.

Changes under the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA):

- Changes the annual rent increase cap for tenants under the MHLTA from seven percent to an amount greater than seven percent or more above the base rent plus the consumer price index as of April 1st of the current year as published by the United States Bureau of Labor Statistics.

- Requires the landlord to provide at least three months written notice before any increase in the amount of the rent paid by the tenant takes effect.

- Modifies the number of days an RLTA tenant must give to terminate a tenancy when the landlord seeks to increase the rent more than seven percent plus the consumer price index from 30 days to at least 45 days' notice for a tenancy of a specified period.

- Defines base rent to mean the lowest monthly or periodic rent paid by the tenant in the 12 months preceding the date of the notice of rent increase, not including amounts paid for utilities.

- Prohibits a landlord from reporting a tenant to a tenant screening service provider for failure to pay the portion of the tenant's rent that was unlawfully increased in violation of this act.

- Alters the requirements for the notice of rent increase to tenants by eliminating the standard form and the requirement that the landlord include any facts supporting any claimed exemptions when increasing the rent above the cap, but requires language be included that notifies the tenant of their right to terminate the tenancy if the increase exceeds the cap.

- Limits a landlord from charging security deposit in excess of one month's rent, and two month's rent if the tenant brings in any pets into the tenancy, for agreements entered into on or after the effective date of the act.

- Changes the definition of rent under the MHLTA to mean periodic charges identified in the rental agreement for the use and occupancy of the manufactured/mobile home lot that do not include recurring or nonrecurring fees identified in the rental agreement for costs incurred related to utilities, late payment, damages, deposits, legal costs, or other fees, including attorneys' fees.

Miscellaneous under both RLTA and MHLTA:

- Allows for rent increase notices to be sent to tenants electronically if the tenant consents.

- Preempts local governments from enacting, maintaining, or enforcing ordinances or other provisions which regulate any agreement between a landlord and tenant entered under either the RLTA or MHLTA.

--- END ---