EHB 1217 - S AMD **317**
By Senator Goehner

OUT OF ORDER 04/10/2025

Strike everything after the enacting clause and insert the following:

"PART I
RESIDENTIAL LANDLORD-TENANT ACT

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

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

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

(ii) During any 12-month period of the tenancy, in an amount greater than 10 percent plus the rate of inflation as measured by the percent change over the last 12 months in the consumer price index for the Seattle-Tacoma-Bellevue metropolitan area, or a successor index, as published by the bureau of labor statistics of the United States department of labor.

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

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

(3) If a landlord increases rent above the amount allowed in subsection (1) of this section and the increase is not authorized by an exemption under section 102 of this act, the tenant must offer the landlord an opportunity to cure the unauthorized increase by providing the landlord with a written demand to reduce the increase

to an amount that complies with the limit created in this section. In addition to any other remedies or relief available under this chapter or other law, the tenant may terminate the rental agreement at any time prior to the effective date of the increase by providing the landlord with written notice at least 20 days before terminating the rental agreement. If a tenant terminates a rental agreement under this subsection, the tenant owes rent for the full month in which the tenant vacates the dwelling unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.

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

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

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

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

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

(6) A landlord may not report the 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 section.

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

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

(a) A tenancy in a dwelling unit for which the first certificate of occupancy was issued 20 or less years before the date of the notice of the rent increase.

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

(i) A public housing authority;

(ii) A public development authority; or

(iii) An organization where maximum rents are regulated by other laws or local, state, or federal affordable housing program requirements.

(c) A tenancy in a qualified low-income housing development as defined in RCW 82.45.010.

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

(e) A tenancy in a single-family residence where the owner owns three or fewer single-family residences currently utilized as rental property, or in a single-family owner-occupied residence, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms including, but not limited to, an attached or detached accessory dwelling unit.

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

(g) A tenancy for which monthly rent exceeds $6,000 or a tenancy for which the monthly rent exceeds 245 percent of the fair market rate by zip code.

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

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

(b) A corporation; or

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

(3) Any costs incurred due to capital improvements: (a) Which require a permit from the local jurisdiction to complete; or (b) for which the cost is greater than the equivalent of four times the monthly rent are allowed to exceed the amount allowed under section 101 of this act.

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

(1)(a) A landlord must provide a tenant with notice of rent increases in substantially the following form. Except as provided in (b) of this subsection, notice under this section must comply with

the requirements in RCW 59.18.140 and be served in accordance with RCW 59.12.040.

(b) A landlord may provide a tenant with notice of a rent increase in an electronic format.

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

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

AT ADDRESS: (tenant address)

RENT AND FEE INCREASE NOTICE TO TENANTS

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

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

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

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

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

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

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

__ A lower increase than the maximum allowed by state law.

__ The maximum increase allowed by state law.

__ Authorized by an exemption under section 102 of this act. If the increase is authorized by an exemption, your landlord must fill out the section of the form below.

EXEMPTIONS CLAIMED BY LANDLORD

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

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

__ You live in a dwelling unit owned by a public housing authority or public development authority, or you live in a qualified low-income housing development as defined in RCW 82.45.010. (The landlord must include facts or attach documents supporting the exemption.)

__ You live in a dwelling unit in which you share a bathroom or kitchen facility with the owner, and the owner maintains a principal residence at the residential real property. (The landlord must include facts or attach documents supporting the exemption.)

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

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

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

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

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

(3)(a) Except as provided in (b) and (c) of this subsection, with consideration of section 103(1)(b) of this act, a landlord shall provide a minimum of ((~~sixty~~)) 90 days' prior written notice of an increase in the amount of rent to each affected tenant, and any increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement.

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

(c) For a tenant whose lease or rental agreement was entered into or renewed before the effective date of this section 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 as of the effective date of this section, the landlord must provide written notice to the affected tenant a minimum of 60 days before the effective date of an increase in the amount of rent.

PART II
MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT

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

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

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

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

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

(3) If a landlord increases rent above the amount allowed in subsection (1) of this section and the increase is not authorized by an exemption under section 202 of this act, the tenant must offer the landlord an opportunity to cure the unauthorized increase by providing the landlord with a written demand to reduce the increase to an amount that complies with the limit created in this section. In addition to any other remedies or relief available under this chapter or other law, the tenant may terminate the rental agreement at any time prior to the effective date of the increase by providing the landlord with written notice at least 30 days before terminating the rental agreement. If a tenant terminates a rental agreement under this subsection, the tenant owes rent for the full month in which the tenant vacates the manufactured/mobile home lot. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.

(4) A tenant or the attorney general may bring an action in a court of competent jurisdiction to enforce compliance with this section or section 202 of this act, section 203 of this act, RCW

59.20.060, or 59.20.170. If the court finds that a landlord violated any of the laws listed in this subsection, the court shall award the following damages and attorneys' fees and costs to the tenant:

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

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

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

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

(6) A landlord may not report 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 section.

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

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

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

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

(i) Public housing authority;

(ii) Public development authority; or

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

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

(2) During the first 12 months after the qualified sale of a manufactured/mobile home community to an eligible organization as defined in RCW 59.20.030 whose mission aligns with the long-term preservation and affordability of the manufactured/mobile home community, the eligible organization may increase the rent for the manufactured/mobile home community in an amount greater than allowed under section 201 of this act as needed to cover the cost of purchasing the manufactured/mobile home community if the increase is

approved by vote or agreement with the majority of the manufactured/mobile home owners in the manufactured/mobile home community.

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

(4) Any costs incurred due to capital improvements: (a) Which require a permit from the local jurisdiction to complete; or (b) for which the cost is greater than the equivalent of four times the monthly rent are allowed to exceed the amount allowed under section 201 of this act.

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

(1)(a) A landlord must provide a tenant with notice of rent increases in substantially the following form. Except as provided in (b) of this subsection, notice under this section must comply with the requirements in RCW 59.20.090(2) and be served in accordance with RCW 59.12.040.

(b) A landlord may provide a tenant with notice of a rent increase in an electronic format.

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

median income levels and a tenant's base rent does not change as the tenant's income does.

"TO TENANTS: (tenant name(s))

AT ADDRESS: (tenant address)

RENT AND FEE INCREASE NOTICE TO TENANTS

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

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

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

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

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

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

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

__ A lower increase than the maximum allowed by state law.

__ The maximum increase allowed by state law.

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

EXEMPTIONS CLAIMED BY LANDLORD

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

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

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

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

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

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

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

((~~(2) All moneys paid, in excess of two months' rent on the mobile home lot, to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a rental agreement shall be deposited into an interest-bearing trust account for the particular tenant. The interest accruing on the deposit in the account, minus fees charged to administer the account, shall be paid to the tenant on an annual basis. All other provisions of~~

~~subsection (1) of this section shall apply to deposits under this subsection.~~))

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

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

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

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

(c) The rules and regulations of the park;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Which allows the landlord to alter the due date for rent payment or increase the rent: (i) During the term of the rental agreement if the term is less than two years, or (ii) more frequently than annually if the initial term is for two years or more: PROVIDED,

That a rental agreement may include an escalation clause for a pro rata share of any increase in the mobile home park's real property taxes or utility assessments or charges, over the base taxes or utility assessments or charges of the year in which the rental agreement took effect, if the clause also provides for a pro rata reduction in rent or other charges in the event of a reduction in real property taxes or utility assessments or charges, below the base year: PROVIDED FURTHER, That a rental agreement for a term exceeding two years may provide for annual increases in rent in specified amounts or by a formula specified in such agreement. Any rent increase authorized under this subsection (2)(c) that occurs within the closure notice period pursuant to RCW 59.20.080(1)(e) may not be more than one percentage point above the United States consumer price index for all urban consumers, housing component, published by the United States bureau of labor statistics in the periodical "Monthly Labor Review and Handbook of Labor Statistics" as established annually by the department of commerce;

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

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

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

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

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

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

(j) Allowing the landlord to charge a late fee for rent that is paid within five days following its due date for leases or rental

agreements entered into or renewed on or after the effective date of this section. If rent is more than five days past due, the landlord may charge late fees commencing from the first day after the due date until paid. During the first month that rent is past due, late fees may not exceed two percent of the tenant's total rent per month. During the second consecutive month that rent is past due, late fees may not exceed three percent of the tenant's total rent per month. During the third consecutive month and all subsequent consecutive months that rent is past due, late fees may not exceed five percent of the tenant's total rent per month. Nothing in this subsection prohibits a landlord from serving a notice to pay or vacate at any time after the rent becomes due.

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

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

For purposes of this chapter:

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

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

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

(4) "Eligible organization" includes community land trusts, resident nonprofit cooperatives, local governments, local housing authorities, nonprofit community or neighborhood-based organizations, federally recognized Indian tribes in the state of Washington, and

regional or statewide nonprofit housing assistance organizations, whose mission aligns with the long-term preservation of the manufactured/mobile home community;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>(26)</u> "Resident nonprofit cooperative" means a nonprofit cooperative corporation formed by a group of manufactured/mobile home community residents for the purpose of acquiring the manufactured/mobile home community in which they reside and converting the manufactured/mobile home community to a mobile home park cooperative or manufactured housing cooperative;

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

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

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

PART III

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

(3) This section expires July 1, 2029.

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

NEW SECTION. **Sec. 305.** A new section is added to chapter 35.21 RCW to read as follows:

(1) On or after the effective date of this section, a city or town may not enact or create a new ordinance, regulation, official control, policy, or administrative practice that regulates any aspects of the residential landlord-tenant relationship regulated by this act.

(2) This act supersedes, preempts, and invalidates any city or town ordinances, regulations, official controls, policies, or administrative practices existing on or after the effective date of this section that regulate any aspects of the residential landlord-tenant relationship regulated by this act, regardless of when the ordinances, regulations, official controls, policies, or administrative practices were enacted or created.

NEW SECTION. **Sec. 306.** A new section is added to chapter 35A.21 RCW to read as follows:

(1) On or after the effective date of this section, a code city may not enact or create a new ordinance, regulation, official control, policy, or administrative practice that regulates any aspects of the residential landlord-tenant relationship regulated by this act.

(2) This act supersedes, preempts, and invalidates any code city ordinances, regulations, official controls, policies, or administrative practices existing on or after the effective date of this section that regulate any aspects of the residential landlord-tenant relationship regulated by this act, regardless of when the ordinances, regulations, official controls, policies, or administrative practices were enacted or created.

NEW SECTION. **Sec. 307.** A new section is added to chapter 36.01 RCW to read as follows:

(1) On or after the effective date of this section, a county may not enact or create a new ordinance, regulation, official control, policy, or administrative practice that regulates any aspects of the residential landlord-tenant relationship regulated by this act.

(2) This act supersedes, preempts, and invalidates any county ordinances, regulations, official controls, policies, or administrative practices existing on or after the effective date of this section that regulate any aspects of the residential landlord-tenant relationship regulated by this act, regardless of when the ordinances, regulations, official controls, policies, or administrative practices were enacted or created."

EHB 1217 - S AMD **317**
By Senator Goehner

OUT OF ORDER 04/10/2025

On page 1, line 7 of the title, after "enforcement;" strike the remainder of the title and insert "amending RCW 59.18.140, 59.20.170, 59.20.060, and 59.20.030; adding new sections to chapter 59.18 RCW; adding new sections to chapter 59.20 RCW; adding a new section to chapter 35.21 RCW; adding a new section to chapter 35A.21 RCW; adding a new section to chapter 36.01 RCW; creating new sections; prescribing penalties; providing an expiration date; and declaring an emergency."

EFFECT: Strikes the underlying bill and modifies it as follows:
(1) Increases the rent cap to 10 percent plus inflation as measured by the Consumer Price Index.
(2) Exempts from the rent cap all new construction up to 20 years of age.
(3) Provides for an option for electronic notice of rent and fee increases.
(4) Exempts luxury apartments with rents which are 245 percent of the fair market rate by zip code.
(5) Exempts all low-income housing, regardless of ownership or funding.
(6) Removes language which requires parity between month-to-month leases and longer term leases.
(7) Exempts housing providers which own three or fewer single-family homes.
(8) Allows for capital improvement costs to surpass the rent cap if the cost of repair is equal to the cost of four months of rent or

if the capital improvement requires a permit from a local jurisdiction.

(9) Prohibits cities or towns, code cities, and counties from enacting or creating new ordinances, regulations, official controls, policies, or administrative practices that regulate any aspects of the residential landlord-tenant relationship regulated by the bill. Supersedes, preempts, and invalidates any such ordinances, regulations, official controls, policies, or administrative practices existing on or after the effective date of the bill, regardless of when they were enacted or created.

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