
Housing Committee

HB 1915

Brief Description: Strengthening tenant protections.

Sponsors: Representatives Richards, Thomas, Simmons, Scott, Parshley, Pollet and Hill.

Brief Summary of Bill

- Revises the causes for eviction, refusal to renew, or termination of a tenancy under the Residential Landlord-Tenant Act (RLTA).
- Adds an affirmative defense to an unlawful detainer action brought under the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA).
- Modifies requirements related to judgments awarded in unlawful detainer actions.
- Removes certain obsolete references.

Hearing Date: 2/17/25

Staff: Audrey Vasek (786-7383).

Background:

Residential Landlord-Tenant Act.

The RLTA governs the legal duties, rights, and remedies related to any rental agreement between a landlord and a tenant for a residential dwelling unit.

Causes for Eviction, Refusal to Renew, or Termination of a Tenancy.

If a rental agreement provides for the tenancy to continue on a monthly or periodic basis after the agreement expires, a landlord may end the tenancy at the end of the initial lease term without cause if the initial term is between 6 and 12 months and the landlord provides the tenant with at

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least 60 days' written notice. When a rental agreement is for a specified period and does not provide that the tenancy will continue on a monthly or periodic basis after the specified period expires, the landlord may end the tenancy without cause only if:

- the initial lease term is for one year or more, or the landlord and tenant have continuously entered into successive rental agreements of six months or more since the inception of the tenancy;
- the landlord provides at least 60 days' written notice to the tenant before the end of the specified period; and
- the tenancy has not been for a monthly or periodic basis at any point, unless a rental agreement was entered into for a monthly or periodic tenancy between May 10, 2021, and three months following the expiration of the Governor's eviction moratorium.

A tenant may end a tenancy for a specified time by providing written notice 20 days prior to the end date of the specified period.

For all other tenancies of a specified period, and for tenancies on a monthly or periodic basis, a landlord may not end the tenancy except for one of certain enumerated causes:

- failure to pay rent (14-day notice);
- substantial breach of a material program requirement of subsidized housing, material term of rental agreement, or tenant obligation imposed by law that has not been remedied (10-day notice);
- committing or permitting waste or nuisance, unlawful activity that affects the use and enjoyment of the premises, or other substantial or repeated interference with the use and enjoyment of the premises (3-day notice);
- landlord, in good faith, seeks possession so that the owner or his or her immediate family may occupy the unit as the principal residence and no substantially equivalent unit is vacant and available (90-day notice);
- owner elects to sell a premises which is a single-family residence (90-day notice);
- premises is to be demolished, be substantially rehabilitated, or undergo a change of use (120-day notice);
- owner elects to withdraw the premises from the rental market to pursue a conversion to a condominium or other form of common interest ownership structure (120-day notice);
- premises are condemned by a local agency (30-day notice, or less if continued habitation would subject the landlord to criminal or civil penalties);
- service of notice to quit or vacate by the owner or lessor with whom the tenant shares the dwelling unit or access to a common kitchen or bathroom area (20-day notice);
- transitional housing program expires, the tenant ages out of a program, or the tenant has completed a program and is no longer eligible (30-day notice);
- rental agreement has expired, the landlord proffers a new rental agreement at least 30 days prior to the expiration, and the tenant does not sign;
- intentional and knowing misrepresentation or omission of material information on the tenant's application that, had the misrepresentations or omissions not been made, would have caused the landlord to request additional information or take adverse action (30-day notice);

- other good cause which constitutes a legitimate economic or business reason (60-day notice);
- four or more violations of a substantial breach of a subsidized housing requirement, material term of the lease, or tenant obligation under law that were cured by the tenant within the previous 12-month period, and the landlord provided a written warning notice for each violation (60-day notice). A landlord must still demonstrate by admissible evidence that the four or more violations constituted breaches at the time of the violation, had the tenant not remedied or cured the violation;
- required to register as a sex offender during the tenancy, or failed to disclose a requirement to register as a sex offender when required in the rental application or otherwise known to the property owner at the beginning of the tenancy (60-day notice); and
- makes unwanted sexual advances or commits other acts of sexual harassment directed at the property owner, manager, employee, or another tenant based on race, gender, or protected status in violation of a lease term or covenant (20-day notice).

Notices must identify the facts and circumstances known and available to the landlord at the time the notice is issued that support the cause or causes with enough specificity to enable the tenant to respond. The landlord may present other evidence regarding the allegations within the notice where the evidence was unknown or unavailable at the time the notice was issued.

Enforcement Remedies.

A landlord who removes a tenant or causes a tenant to be removed from a dwelling in violation of the provisions specifying enumerated causes for eviction or refusal to renew or end a tenancy is liable to the tenant for wrongful eviction and the greater of: (1) the tenant's economic and noneconomic damages; or (2) three times the monthly rent, as well as reasonable attorneys' fees and costs. The existing statutory damages available for inclusion in the rental agreement of prohibited provisions are increased from \$500 to two times the monthly rent, and the landlord must have "knowingly" instead of "deliberately" included such provisions.

Manufactured/Mobile Home Landlord-Tenant Act.

The MHLTA governs the legal duties, rights, and remedies related to any rental agreement between a landlord and a tenant for a manufactured/mobile home lot within a manufactured/mobile home park where the tenant has no ownership interest in the property or in the association that owns the property.

Under the MHLTA the landlord must offer a term of one year and is prohibited from offering better terms, such as a lower monthly rent, for a month-to-month tenancy. A tenant may, however, waive the right to a one year tenancy by signing a written waiver. Any rental agreement, of whatever duration, automatically renews for the term of the original rental agreement unless a different length is agreed upon. A tenant not intending to renew must notify the landlord in writing one month prior to the expiration of the rental agreement.

Causes for Eviction, Refusal to Renew, or Termination of a Tenancy.

A landlord may not terminate or fail to renew a tenancy except for certain reasons, and then only

when the landlord complies with the specified notice requirements. Permissible reasons include:

- substantial violation, or repeated violations, of enforceable rules of the park, as established by the landlord at the inception of the tenancy, or as subsequently assumed with the consent of the tenant (20-day notice to comply or vacate);
- nonpayment of rent and additional charges specified in the agreement (14-day notice to pay or vacate);
- conviction of the tenant of a crime that threatens the health, safety, or welfare of the other mobile home park tenants (15-day notice to vacate);
- failure of the tenant to comply with local ordinances and state laws and regulations related to manufactured/mobile homes within a reasonable time after the tenant's receipt of notice of such noncompliance from the appropriate governmental agency;
- change of land use or conversion of the mobile home park (two year's closure notice, with certain exceptions);
- engaging in certain criminal activity;
- tenant's application for tenancy contained a material misstatement that induced the park owner to approve the tenant as a resident, and the park owner discovers and acts upon the misstatement within one year of the time that the resident began paying rent;
- service of three 20-day notices to comply or vacate within a 12-month period for failure to comply with the material terms of the rental agreement or an enforceable park rule, other than failure to pay rent by the due date;
- failure to pay rent by the due date three or more times in a 12-month period; and
- certain other causes specified in statute.

Unlawful Detainer Actions for Nonpayment of Rent.

For tenancies under both the RLTA and MHLTA, a landlord may seek to evict a tenant for nonpayment of rent by bringing an unlawful detainer action in court, if a tenant does not comply with a properly served 14-day notice to pay rent or vacate the premises. The 14-day pay-or-vacate notice must be in substantially the same form as provided in statute. If a court finds in favor of the landlord, the court must enter judgment against the tenant for restitution of the premises and damages in the amount of any rent due, any late fees due under the lease up to \$75 in total, and any attorneys' fees awarded by the court.

Execution of the judgment may not occur until five court days have expired after the entry of the judgment. If the tenant pays the amount of any rent and fees due before the entry of judgment or before the five court days have expired, the judgment is satisfied and the tenancy is restored. However, a tenant who provides a pledge of financial assistance letter from a government or nonprofit entity has until the date of eviction to pay the amount of any rent and fees due. Any tenant that seeks to restore the tenancy with funds acquired through an emergency rental assistance program provided by a governmental or nonprofit entity must provide a copy of the pledge from the appropriate governmental or nonprofit entity.

Before the expiration of any 14-day pay-or-vacate notice, a landlord must accept a pledge of emergency rental assistance funds provided to the tenant from a governmental or nonprofit entity for the full amount of the rent owing under the rental agreement. After the expiration of the pay-

or-vacate notice, a landlord must accept any written pledge of emergency rental assistance funds provided to the tenant from a governmental or nonprofit entity, if the pledge will contribute to the total payment of both the rent due and any other required amounts.

A landlord must suspend any court action for seven court days after providing necessary payment information to the nonprofit or governmental entity to allow for payment of the emergency rental assistance funds. Once a judgment has been satisfied, a landlord must file a satisfaction of judgment with the court.

Process for Seeking Good Cause Judicial Discretion to Stay a Writ of Restitution.

Following the entry of a judgment against a tenant for restitution of the premises due to nonpayment of rent, at the time of the show cause hearing, trial, or upon motion of the tenant before the execution of the writ of restitution, the court may stay the writ of restitution upon good cause and on terms that the court deems fair and just for both parties. The burden of proof is on the tenant. In making this decision, the court must consider evidence of the following factors:

- the tenant's willful or intentional default or intentional failure to pay rent, whether nonpayment of the rent was caused by exigent circumstances that were beyond the tenant's control and are not likely to recur;
- the tenant's ability to timely pay the judgment;
- the tenant's payment history;
- whether the tenant is otherwise in substantial compliance with the rental agreement;
- hardship on the tenant if evicted; and
- conduct related to other notices served within the last six months.

Specific requirements apply to an order staying a writ of restitution for good cause. The court must not stay the writ of restitution for more than 90 days. The court may order a payment plan for repayment of the judgment balance within that timeframe. If the payment plan exceeds 30 days, the total cumulative payments for each 30-day period following the order must be no less than the tenant's share of one month's rent. The total judgment and all additional rent due must be paid within 90 days.

Within any payment plan, the court must require the tenant to pay one month's rent within five court days of the issuance of the order. Additionally, under the payment plan, the tenant must remain current with ongoing rental payments as they become due. However, if the order is issued after the fifteenth of the month, the tenant must have the option to apportion the following month's rental payment within the payment plan. Afterwards, rental payments must be paid as they become due.

To allow time for the tenant to make the first payment of one month's rent, the sheriff must not execute the writ of restitution until five court days have expired after issuance of the order. If the tenant pays one month's rent within five court days and files a motion to stay the writ of restitution with a declaration of proof of payment demonstrating compliance with the payment plan, then the court must stay the writ of restitution without prior notice to the landlord. Any

order staying the writ of restitution must require the tenant to serve a copy of the order on the landlord.

A court must stay a writ of restitution as necessary to allow a tenant who seeks to make payment through an emergency rental assistance program provided by a governmental or nonprofit entity with an opportunity to comply with the payment plan.

If a tenant pays one month's rent within five court days but defaults on a subsequent payment required by the plan, the landlord may enforce the writ of restitution by serving a notice of default informing the tenant that the tenant has defaulted on rent due under the lease agreement or payment plan. The tenant must have three calendar days from the date of service of the notice of default to vacate the premises before the sheriff may execute the writ of restitution. The notice of default must be in substantially the same form as provided in statute. The court must extend the writ of restitution as necessary to enforce the order in the event of default.

A tenant who has been served with three or more pay-or-vacate notices for nonpayment of rent within the preceding 12 months is prohibited from requesting that the court stay the writ of restitution for good cause unless the court determines that any of the pay-or-vacate notices served were invalid or otherwise not in compliance with the requirements of the RLTA.

Eviction Resolution Pilot Program.

In 2020 the Washington Supreme Court (Supreme Court) issued an order authorizing an Eviction Resolution Pilot Program (ERPP) in the superior courts. Six counties were selected to participate in the ERPP. Each ERPP operated in accordance with the court-enabling order and a standing order of the local superior court. These orders required landlords to undertake efforts to engage tenants in pre-filing resolution efforts, including direct negotiation, facilitated conciliation services, and, upon agreement of both parties, formal mediation provided by the participating dispute resolution center (DRC). Eligible cases included those where nonpayment of rent or noncompliance with previously agreed upon payment plans were the primary reason for the decision to evict.

In 2021 the Legislature passed Engrossed Second Substitute Senate Bill 5160, which, in part, required the Administrative Office of the Courts to contract with DRCs within or serving each county to establish a two-year, statewide court-based ERPP in accordance with the Supreme Court order. Before filing an unlawful detainer action for nonpayment of rent, landlords were required to provide a 14-day pay-or-vacate notice and an additional notice to the tenant informing them of the ERPP. Landlords were also required to secure a certification of participation with the ERPP by the appropriate DRC before an unlawful detainer action for nonpayment of rent could be heard by the court. The legislatively created two-year, statewide ERPP expired July 1, 2023.

Summary of Bill:

Residential Landlord-Tenant Act.

A tenant with a tenancy for a specified time who provides written notice to the landlord 20 days prior to the end date of the specified time may rescind such notice at any time prior to vacating the premises.

Causes for Eviction, Refusal to Renew, or Termination of a Tenancy.

The causes for eviction, refusal to renew, or termination of a tenancy are revised to list the required notice period at the beginning of each cause.

For the cause related to nonpayment of rent, a longer notice period than the standard 14-day notice period is created for tenancies in certain covered dwelling units. At least 30 days' advance written notice to vacate must be provided to a tenant in a covered dwelling unit for evictions stemming from nonpayment of rent. For the purpose of this 30-day notice, a "covered dwelling unit" means a property that:

- participated in a covered housing program as defined in the federal Violence Against Women Act or the federal Rural Housing Voucher Program; or
- has a federally backed mortgage loan or federally backed multifamily mortgage loan.

For the cause related to substantial breach of a material program requirement of subsidized housing, material term of rental agreement, or tenant obligation imposed by law that has not been remedied, the written 10-day notice must specify the acts or omissions constituting the breach, including the relevant date and time of the breach and the identities of the individuals involved.

For the cause related to four or more violations of a substantial breach of a subsidized housing requirement, material term of the lease or tenant obligation under law that were cured by the tenant within the previous 12-month period, and the landlord provided a written warning notice for each violation, each written warning notice must specify the violation, including the relevant date and time of the violation and the identities of the individuals involved. During an unlawful detainer action based on this cause, in addition to demonstrating by admissible evidence that the four or more violations constituted breaches at the time of the violation, had the tenant not remedied or cured the violation, a landlord must prove the violations alleged under each of the notices.

For the cause related to the requirement to register as a sex offender during the tenancy, or failure to disclose a requirement to register as a sex offender when required in the rental application or otherwise known to the property owner at the beginning of the tenancy, the language is revised to clarify that the cause applies when the tenant is required to register as a sex offender during the tenancy, or after the tenant failed to disclose a requirement to register as a sex offender to the property owner at the beginning of the tenancy, when such disclosure was required in the rental application or otherwise known.

For the cause related to when the tenant has made unwanted sexual advances or commits other acts of sexual harassment directed at the property owner, manager, employee, or another tenant based on race, gender, or protected status in violation of the lease, "unlawful harassment" is defined to have the same meaning as provided in the civil protection order statute.

Affirmative Defenses.

It is an affirmative defense to an unlawful detainer action brought for nonpayment of rent under the RLTA that the tenant's default in the payment of rent was due to the landlord's failure to maintain the condition of the dwelling unit as required under the RLTA, the common law doctrine of the implied warranty of habitability, or local ordinances. In any action where a tenant prevails on this affirmative defense, the court may award damages up to and including an amount equal to damages that the court assigns to the violations, which may include the value of rent and other economic value, fees, or other costs paid by the tenant, as well as reasonable attorneys' fees and costs. Any right of the tenant to seek relief through another legal action is not waived by raising this affirmative defense or receiving a related award of damages.

It is an affirmative defense to any unlawful detainer action brought for a cause enumerated under the RLTA that the landlord failed to provide reasonable accommodations for the tenant's disability.

Enforcement Remedies.

The cause of action for wrongful eviction is modified to include attempted wrongful eviction. A landlord who removes a tenant or causes a tenant to be removed from a dwelling in violation of the provisions specifying enumerated causes for eviction or refusal to renew or end a tenancy, or attempts to remove a tenant from a dwelling in any way in violation of those provisions, is liable to the tenant for wrongful eviction, or for attempted wrongful eviction. The tenant prevailing in such an action is entitled to the greater of: (1) the tenant's economic and noneconomic damages; or (2) three times the monthly rent; or any other relief the court deems appropriate, as well as reasonable attorneys' fees and costs.

In determining attempts to wrongfully evict, the court may consider the following factors: threats or acts of terminating utilities; a predatory rent increase; threats or acts of harm or violence to the tenant or tenant's family, pets, or belongings; coercive words or actions; and any other facts brought before the court.

Manufactured/Mobile Home Landlord-Tenant Act.

It is an affirmative defense to an unlawful detainer action brought for a reason allowed under the MHLTA that the landlord failed to provide reasonable accommodations for the tenant's disability.

Unlawful Detainer Actions for Nonpayment of Rent.

For unlawful detainer actions involving tenancies under both the RLTA and MHLTA, a landlord is not entitled to a judgment for rent unless the basis for the action was nonpayment of rent.

Language regarding when a landlord is required to accept emergency rental assistance funds is modified. A governmental or nonprofit entity administering emergency rental assistance funds may not require a landlord to accept any conditions that conflict with the requirements in the RLTA in order to receive emergency rental assistance funds. This replaces language stating that,

by accepting a pledge of emergency rental assistance, the landlord is not required to enter into any additional conditions not related to the provision of necessary payment information and documentation.

Repayment Plan Options.

The repayment plan options following the entry of a judgment in favor of a landlord in an unlawful detainer action due to nonpayment of rent are revised. The court must not stay a writ of restitution more than six months, instead of 90 days, from the date of the order. The court may order a repayment plan in which the minimum monthly repayment amount is \$100 per month. However, the court may grant a repayment plan with a higher monthly repayment amount, not to exceed one month's rent, as necessary to achieve repayment within six months.

Following a hearing, the court must order the issuance of a writ or expiration of stay if the court determines that repayment is not possible because the back-owed balance exceeds six months' rent, unless the court determines that rental assistance will be available and may satisfy the balance in a repayment period of less than six months.

If the court ordered a judgment that included fees and costs, including late fees, or reserved judgment on such issues, the court may not include such fees in the repayment plan amount. The repayment plan only applies to back-owed rent. If a tenant successfully repays the back-owed rent under a repayment plan, the court must sign an order waiving any fees and costs. However, if a tenant defaults on a repayment plan, the court may award fees and costs, including late fees, to the landlord.

Other Provisions.

References to the expired ERPP, free or low-cost mediation services that are no longer available, and certain Governor's proclamations that have been rescinded are removed.

Appropriation: None.

Fiscal Note: Requested on February 13, 2025.

Effective Date: The bill takes effect 90 days after adjournment of the session in which the bill is passed.