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**ENGROSSED HOUSE BILL 1217**

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**State of Washington**

**69th Legislature**

**2025 Regular Session**

**By** Representatives Alvarado, Macri, Ramel, Peterson, Berry, Mena, Thai, Reed, Obras, Farivar, Parshley, Ortiz-Self, Cortes, Duerr, Street, Berg, Taylor, Fitzgibbon, Doglio, Timmons, Tharinger, Fosse, Gregerson, Simmons, Wylie, Pollet, Kloba, Nance, Davis, Ormsby, Lekanoff, Bergquist, Scott, Stonier, and Hill

Prefiled 01/09/25. Read first time 01/13/25. Referred to Committee on Housing.

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

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

13 **PART I**

14 **RESIDENTIAL LANDLORD-TENANT ACT**

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

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

1 (i) During the first 12 months after the tenancy begins; and  
2 (ii) During any 12-month period of the tenancy, in an amount  
3 greater than seven percent.

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

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

13 (3) If a landlord increases rent above the amount allowed in  
14 subsection (1) of this section and the increase is not authorized by  
15 an exemption under section 102 of this act, the tenant must offer the  
16 landlord an opportunity to cure the unauthorized increase by  
17 providing the landlord with a written demand to reduce the increase  
18 to an amount that complies with the limit created in this section. In  
19 addition to any other remedies or relief available under this chapter  
20 or other law, the tenant may terminate the rental agreement at any  
21 time prior to the effective date of the increase by providing the  
22 landlord with written notice at least 20 days before terminating the  
23 rental agreement. If a tenant terminates a rental agreement under  
24 this subsection, the tenant owes rent for the full month in which the  
25 tenant vacates the dwelling unit. A landlord may not charge a tenant  
26 any fines or fees for terminating a rental agreement under this  
27 subsection.

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

33 (b) A landlord must provide parity between lease types with  
34 respect to the amount of rent charged for a specific dwelling unit.  
35 For the purposes of this subsection, "parity between lease types"  
36 means that, for leases or rental agreements that a landlord offers  
37 for a specific dwelling unit, the landlord may not charge a tenant  
38 more than a five percent difference in rent depending on the type of  
39 lease or rental agreement offered, regardless of whether the type of  
40 lease or rental agreement offered is on a month-to-month or other

1 periodic basis or for a specified period. This five percent  
2 difference may not cause the rent charged for a specific dwelling  
3 unit to exceed the rent increase limit in subsection (1) of this  
4 section.

5 (5) A tenant or the attorney general may bring an action in a  
6 court of competent jurisdiction to enforce compliance with this  
7 section or section 102 of this act, section 103 of this act, or RCW  
8 59.18.140. If the court finds that a landlord violated any of the  
9 laws listed in this subsection, the court shall award the following  
10 damages and attorneys' fees and costs to the tenant:

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

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

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

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

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

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

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

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

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

33 (i) Public housing authority;

34 (ii) Public development authority;

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

38 (iv) Nonprofit entity, as defined in RCW 84.36.560, where a  
39 nonprofit organization, housing authority, or public development

1 authority has the majority decision-making power on behalf of the  
2 general partner, and where maximum rents are regulated by other laws  
3 or local, state, or federal affordable housing program requirements.

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

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

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

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

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

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

22 (b) A corporation; or

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

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

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

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

1 of affordable housing where maximum unit rents are limited by area  
2 median income levels and a tenant's base rent does not change as the  
3 tenant's income does.

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

5 AT ADDRESS: (tenant address)

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

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

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

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

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

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

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

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

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

37  The maximum increase allowed by state law.

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

1           **EXEMPTIONS CLAIMED BY LANDLORD**

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

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

13           \_\_\_ You live in a dwelling unit owned by a public housing  
14 authority, public development authority, or nonprofit organization  
15 where maximum rents are regulated by other laws or local, state, or  
16 federal affordable housing program requirements, or a qualified low-  
17 income housing development as defined in RCW 82.45.010, where the  
18 property is owned by a public housing authority, public development  
19 authority, or nonprofit organization. (The landlord must include  
20 facts or attach documents supporting the exemption.)

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

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

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

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

37           (1) The tenant shall conform to all reasonable obligations or  
38 restrictions, whether denominated by the landlord as rules, rental  
39 agreement, rent, or otherwise, concerning the use, occupation, and

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

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

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

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

25 (c) For a tenant whose lease or rental agreement was entered into  
26 or renewed before the effective date of this section and whose  
27 tenancy is for a specified time, if the lease or rental agreement has  
28 more than 60 days but less than 90 days left before the end of the  
29 specified time as of the effective date of this section, the landlord  
30 must provide written notice to the affected tenant a minimum of 60  
31 days before the effective date of an increase in the amount of rent.

## 32 PART II

### 33 MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT

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

36 (1) Except as authorized by an exemption under section 202 of  
37 this act and as provided in RCW 59.20.060(2)(c), a landlord may not

1 increase the rent for any type of tenancy, regardless of whether the  
2 tenancy is month-to-month or for a term greater than month-to-month:

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

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

6 (2) If a landlord increases the rent above the amount allowed in  
7 subsection (1) of this section as authorized by an exemption under  
8 section 202 of this act, the landlord must include facts supporting  
9 any claimed exemptions in the written notice of the rent increase.  
10 Notice must comply with this section, section 203 of this act, RCW  
11 59.20.090(2), and be served in accordance with RCW 59.12.040.

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

27 (4) A tenant or the attorney general may bring an action in a  
28 court of competent jurisdiction to enforce compliance with this  
29 section or section 202 of this act, section 203 of this act, RCW  
30 59.20.060, or 59.20.170. If the court finds that a landlord violated  
31 any of the laws listed in this subsection, the court shall award the  
32 following damages and attorneys' fees and costs to the tenant:

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

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

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

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



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

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

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

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

12 (i) Public housing authority;

13 (ii) Public development authority; or

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

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

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

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

1 included along with the notice required under section 203 of this  
2 act.

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

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

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

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

22 AT ADDRESS: (tenant address)

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

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

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

36 (2) Your landlord may be exempt from the seven percent limit on  
37 increases for rent and other recurring or periodic charges for the  
38 reasons described in section 202 of this act. If your landlord claims

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

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

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

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

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

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

15  The maximum increase allowed by state law.

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

19 **EXEMPTIONS CLAIMED BY LANDLORD**

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

26  You live on a manufactured/mobile home lot owned by a public  
27 housing authority, public development authority, or nonprofit  
28 organization where maximum rents are regulated by other laws or  
29 local, state, or federal affordable housing program requirements, or  
30 a qualified low-income housing development as defined in RCW  
31 82.45.010, where the property is owned by a public housing authority,  
32 public development authority, or nonprofit organization. (The  
33 landlord must include facts or attach documents supporting the  
34 exemption.)

35  You live in a manufactured/mobile home community that was  
36 purchased during the past 12 months by an eligible organization as  
37 defined in RCW 59.20.030 whose mission aligns with the long-term  
38 preservation and affordability of your manufactured/mobile home  
39 community, so the eligible organization may increase the rent and  
40 other recurring or periodic charges for your manufactured/mobile home

1 community in an amount greater than allowed under section 201 of this  
2 act as needed to cover the cost of purchasing your manufactured/  
3 mobile home community if the increase is approved by vote or  
4 agreement with the majority of the manufactured/mobile home owners in  
5 your manufactured/mobile home community. (The landlord must include  
6 facts or attach documents supporting the exemption.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (n) A statement of the expiration date of any conditional use,  
39 temporary use, or other land use permit subject to a fixed expiration

1 date that is necessary for the continued use of the land as a mobile  
2 home park; and

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

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

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

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

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

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

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

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

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

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

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

17 (j) Allowing the landlord to charge a late fee for rent that is  
18 paid within five days following its due date for leases or rental  
19 agreements entered into or renewed on or after the effective date of  
20 this section. If rent is more than five days past due, the landlord  
21 may charge late fees commencing from the first day after the due date  
22 until paid. During the first month that rent is past due, late fees  
23 may not exceed two percent of the tenant's total rent per month.  
24 During the second consecutive month that rent is past due, late fees  
25 may not exceed three percent of the tenant's total rent per month.  
26 During the third consecutive month and all subsequent consecutive  
27 months that rent is past due, late fees may not exceed five percent  
28 of the tenant's total rent per month. Nothing in this subsection  
29 prohibits a landlord from serving a notice to pay or vacate at any  
30 time after the rent becomes due.

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

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

35 For purposes of this chapter:

36 (1) "Abandoned" as it relates to a mobile home, manufactured  
37 home, or park model owned by a tenant in a mobile home park, mobile  
38 home park cooperative, or mobile home park subdivision or tenancy in  
39 a mobile home lot means the tenant has defaulted in rent and by



1 absence and by words or actions reasonably indicates the intention  
2 not to continue tenancy;

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

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

15 (4) "Eligible organization" includes community land trusts,  
16 resident nonprofit cooperatives, local governments, local housing  
17 authorities, nonprofit community or neighborhood-based organizations,  
18 federally recognized Indian tribes in the state of Washington, and  
19 regional or statewide nonprofit housing assistance organizations,  
20 whose mission aligns with the long-term preservation of the  
21 manufactured/mobile home community;

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

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

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

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

34 (9) "Manufactured home" means a single-family dwelling built  
35 according to the United States department of housing and urban  
36 development manufactured home construction and safety standards act,  
37 which is a national preemptive building code. A manufactured home  
38 also: (a) Includes plumbing, heating, air conditioning, and  
39 electrical systems; (b) is built on a permanent chassis; and (c) can  
40 be transported in one or more sections with each section at least

1 eight feet wide and 40 feet long when transported, or when installed  
2 on the site is three hundred twenty square feet or greater;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39 (24) "Recreational vehicle" means a travel trailer, motor home,  
40 truck camper, or camping trailer that is primarily designed and used

1 as temporary living quarters, is either self-propelled or mounted on  
2 or drawn by another vehicle, is transient, is not occupied as a  
3 primary residence, and is not immobilized or permanently affixed to a  
4 mobile home lot;

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

11 (26) "Resident nonprofit cooperative" means a nonprofit  
12 cooperative corporation formed by a group of manufactured/mobile home  
13 community residents for the purpose of acquiring the manufactured/  
14 mobile home community in which they reside and converting the  
15 manufactured/mobile home community to a mobile home park cooperative  
16 or manufactured housing cooperative;

17 ~~((26))~~ (27) "Service member" means an active member of the  
18 United States armed forces, a member of a military reserve component,  
19 or a member of the national guard who is either stationed in or a  
20 resident of Washington state;

21 ~~((27))~~ (28) "Tenant" means any person, except a transient, who  
22 rents a mobile home lot;

23 ~~((28))~~ (29) "Transient" means a person who rents a mobile home  
24 lot for a period of less than one month for purposes other than as a  
25 primary residence.

26 **PART III**  
27 **MISCELLANEOUS**

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

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

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

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

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

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

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

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

19       (2) The assessment is due to the legislature no later than June  
20 30, 2028, and shall be provided in compliance with RCW 43.01.036.

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

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

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