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HOUSE BILL 2022

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State of Washington

69th Legislature

2025 Regular Session

By Representatives Richards and Barkis

1 AN ACT Relating to reforms of landlord-tenant laws; amending RCW  
2 59.18.650, 59.18.650, and 59.18.370; adding a new section to chapter  
3 59.18 RCW; adding a new section to chapter 59.20 RCW; providing an  
4 effective date; and providing an expiration date.

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

6 **Sec. 1.** RCW 59.18.650 and 2021 c 212 s 2 are each amended to  
7 read as follows:

8 (1)(a) A landlord may not evict a tenant, refuse to continue a  
9 tenancy, or end a periodic tenancy except for the causes enumerated  
10 in subsection (2) of this section and as otherwise provided in this  
11 subsection.

12 (b) If a landlord and tenant enter into a rental agreement that  
13 provides for the tenancy to continue for an indefinite period on a  
14 month-to-month or periodic basis after the agreement expires, the  
15 landlord may not end the tenancy except for the causes enumerated in  
16 subsection (2) of this section; however, a landlord may end such a  
17 tenancy at the end of the initial period of the rental agreement  
18 without cause only if:

19 (i) At the inception of the tenancy, the landlord and tenant  
20 entered into a rental agreement between six and 12 months; and

1 (ii) The landlord has provided the tenant before the end of the  
2 initial lease period at least 60 days' advance written notice ending  
3 the tenancy, served in a manner consistent with RCW 59.12.040.

4 (c) If a landlord and tenant enter into a rental agreement for a  
5 specified period in which the tenancy by the terms of the rental  
6 agreement does not continue for an indefinite period on a month-to-  
7 month or periodic basis after the end of the specified period, (~~the~~  
8 ~~landlord may end such a tenancy without cause upon expiration of the~~  
9 ~~specified period only if:~~

10 ~~(i) At the inception of the tenancy, the landlord and tenant~~  
11 ~~entered into a rental agreement of 12 months or more for a specified~~  
12 ~~period, or the landlord and tenant have continuously and without~~  
13 ~~interruption entered into successive rental agreements of six months~~  
14 ~~or more for a specified period since the inception of the tenancy;~~

15 ~~(ii) The~~) and the landlord has provided the tenant before the  
16 end of the specified period at least 60 days' advance written notice  
17 that the tenancy will be deemed expired at the end of such specified  
18 period, served in a manner consistent with RCW 59.12.040 (~~;~~ and

19 ~~(iii) The tenancy has not been for an indefinite period on a~~  
20 ~~month-to-month or periodic basis at any point since the inception of~~  
21 ~~the tenancy. However, for any tenancy of an indefinite period in~~  
22 ~~existence as of May 10, 2021, if the landlord and tenant enter into a~~  
23 ~~rental agreement between May 10, 2021, and three months following the~~  
24 ~~expiration of the governor's proclamation 20-19.6 or any extensions~~  
25 ~~thereof, the landlord may exercise rights under this subsection~~  
26 ~~(1)(c) as if the rental agreement was entered into at the inception~~  
27 ~~of the tenancy provided that the rental agreement is otherwise in~~  
28 ~~accordance with this subsection (1)(c)), then a landlord may end~~  
29 such a tenancy at the end of the initial period of the rental  
30 agreement without cause.

31 (d) For all other tenancies of a specified period not covered  
32 under (b) or (c) of this subsection, and for tenancies of an  
33 indefinite period on a month-to-month or periodic basis, a landlord  
34 may not end the tenancy except for the causes enumerated in  
35 subsection (2) of this section. Upon the end date of the tenancy of a  
36 specified period, the tenancy becomes a month-to-month tenancy.

37 (e) Nothing prohibits a landlord and tenant from entering into  
38 subsequent lease agreements that are in compliance with the  
39 requirements in subsection (2) of this section.

1 (f) A tenant may end a tenancy for a specified time by providing  
2 notice in writing not less than 20 days prior to the ending date of  
3 the specified time.

4 (2) The following reasons listed in this subsection constitute  
5 cause pursuant to subsection (1) of this section:

6 (a) The tenant continues in possession in person or by subtenant  
7 after a default in the payment of rent, and after written notice  
8 requiring, in the alternative, the payment of the rent or the  
9 surrender of the detained premises has remained uncomplied with for  
10 the period set forth in RCW 59.12.030(3) for tenants subject to this  
11 chapter. The written notice may be served at any time after the rent  
12 becomes due;

13 (b) The tenant continues in possession after substantial breach  
14 of a material program requirement of subsidized housing, material  
15 term subscribed to by the tenant within the lease or rental  
16 agreement, or a tenant obligation imposed by law, other than one for  
17 monetary damages, and after the landlord has served written notice  
18 specifying the acts or omissions constituting the breach and  
19 requiring, in the alternative, that the breach be remedied or the  
20 rental agreement will end, and the breach has not been adequately  
21 remedied by the date specified in the notice, which date must be at  
22 least 10 days after service of the notice;

23 (c) The tenant continues in possession after having received at  
24 least three days' advance written notice to quit after he or she  
25 commits or permits waste or nuisance upon the premises, unlawful  
26 activity that affects the use and enjoyment of the premises, or other  
27 substantial or repeated and unreasonable interference with the use  
28 and enjoyment of the premises by the landlord or neighbors of the  
29 tenant;

30 (d) The tenant continues in possession after the landlord of a  
31 dwelling unit in good faith seeks possession so that the owner or his  
32 or her immediate family may occupy the unit as that person's  
33 principal residence and no substantially equivalent unit is vacant  
34 and available to house the owner or his or her immediate family in  
35 the same building, and the owner has provided at least 90 days'  
36 advance written notice of the date the tenant's possession is to end.  
37 There is a rebuttable presumption that the owner did not act in good  
38 faith if the owner or immediate family fails to occupy the unit as a  
39 principal residence for at least 60 consecutive days during the 90  
40 days immediately after the tenant vacated the unit pursuant to a

1 notice to vacate using this subsection (2)(d) as the cause for the  
2 lease ending;

3 (e) The tenant continues in possession after the owner elects to  
4 sell a single-family residence and the landlord has provided at least  
5 90 days' advance written notice of the date the tenant's possession  
6 is to end. For the purposes of this subsection (2)(e), an owner  
7 "elects to sell" when the owner makes reasonable attempts to sell the  
8 dwelling within 30 days after the tenant has vacated, including, at a  
9 minimum, listing it for sale at a reasonable price with a realty  
10 agency or advertising it for sale at a reasonable price by listing it  
11 on the real estate multiple listing service. There shall be a  
12 rebuttable presumption that the owner did not intend to sell the unit  
13 if:

14 (i) Within 30 days after the tenant has vacated, the owner does  
15 not list the single-family dwelling unit for sale at a reasonable  
16 price with a realty agency or advertise it for sale at a reasonable  
17 price by listing it on the real estate multiple listing service; or

18 (ii) Within 90 days after the date the tenant vacated or the date  
19 the property was listed for sale, whichever is later, the owner  
20 withdraws the rental unit from the market, the landlord rents the  
21 unit to someone other than the former tenant, or the landlord  
22 otherwise indicates that the owner does not intend to sell the unit;

23 (f) The tenant continues in possession of the premises after the  
24 landlord serves the tenant with advance written notice pursuant to  
25 RCW 59.18.200(2)(c);

26 (g) The tenant continues in possession after the owner elects to  
27 withdraw the premises to pursue a conversion pursuant to RCW  
28 64.34.440 or 64.90.655;

29 (h) The tenant continues in possession, after the landlord has  
30 provided at least 30 days' advance written notice to vacate that: (i)  
31 The premises has been certified or condemned as uninhabitable by a  
32 local agency charged with the authority to issue such an order; and  
33 (ii) continued habitation of the premises would subject the landlord  
34 to civil or criminal penalties. However, if the terms of the local  
35 agency's order do not allow the landlord to provide at least 30 days'  
36 advance written notice, the landlord must provide as much advance  
37 written notice as is possible and still comply with the order;

38 (i) The tenant continues in possession after an owner or lessor,  
39 with whom the tenant shares the dwelling unit or access to a common  
40 kitchen or bathroom area, has served at least 20 days' advance

1 written notice to vacate prior to the end of the rental term or, if a  
2 periodic tenancy, the end of the rental period;

3 (j) The tenant continues in possession of a dwelling unit in  
4 transitional housing after having received at least 30 days' advance  
5 written notice to vacate in advance of the expiration of the  
6 transitional housing program, the tenant has aged out of the  
7 transitional housing program, or the tenant has completed an  
8 educational or training or service program and is no longer eligible  
9 to participate in the transitional housing program. Nothing in this  
10 subsection (2)(j) prohibits the ending of a tenancy in transitional  
11 housing for any of the other causes specified in this subsection;

12 (k) The tenant continues in possession of a dwelling unit after  
13 the expiration of a rental agreement without signing a proposed new  
14 rental agreement proffered by the landlord; provided, that the  
15 landlord proffered the proposed new rental agreement at least 30 days  
16 prior to the expiration of the current rental agreement and that any  
17 new terms and conditions of the proposed new rental agreement are  
18 reasonable. This subsection (2)(k) does not apply to tenants whose  
19 tenancies are or have become periodic;

20 (l) The tenant continues in possession after having received at  
21 least 30 days' advance written notice to vacate due to intentional,  
22 knowing, and material misrepresentations or omissions made on the  
23 tenant's application at the inception of the tenancy that, had these  
24 misrepresentations or omissions not been made, would have resulted in  
25 the landlord requesting additional information or taking an adverse  
26 action;

27 (m) The tenant continues in possession after having received at  
28 least 60 days' advance written notice to vacate for other good cause  
29 prior to the end of the period or rental agreement and such cause  
30 constitutes a legitimate economic or business reason not covered or  
31 related to a basis for ending the lease as enumerated under this  
32 subsection (2). When the landlord relies on this basis for ending the  
33 tenancy, the court may stay any writ of restitution for up to 60  
34 additional days for good cause shown, including difficulty procuring  
35 alternative housing. The court must condition such a stay upon the  
36 tenant's continued payment of rent during the stay period. Upon  
37 granting such a stay, the court must award court costs and fees as  
38 allowed under this chapter;

39 (n)(i) The tenant continues in possession after having received  
40 at least 60 days' written notice to vacate prior to the end of the

1 period or rental agreement and the tenant has committed four or more  
2 of the following violations, other than ones for monetary damages,  
3 within the preceding 12-month period, the tenant has remedied or  
4 cured the violation, and the landlord has provided the tenant a  
5 written warning notice at the time of each violation: A substantial  
6 breach of a material program requirement of subsidized housing, a  
7 substantial breach of a material term subscribed to by the tenant  
8 within the lease or rental agreement, or a substantial breach of a  
9 tenant obligation imposed by law;

10 (ii) Each written warning notice must:

11 (A) Specify the violation;

12 (B) Provide the tenant an opportunity to cure the violation;

13 (C) State that the landlord may choose to end the tenancy at the  
14 end of the rental term if there are four violations within a 12-month  
15 period preceding the end of the term; and

16 (D) State that correcting the fourth or subsequent violation is  
17 not a defense to the ending of the lease under this subsection;

18 (iii) The 60-day notice to vacate must:

19 (A) State that the rental agreement will end upon the specified  
20 ending date for the rental term or upon a designated date not less  
21 than 60 days after the delivery of the notice, whichever is later;

22 (B) Specify the reason for ending the lease and supporting facts;  
23 and

24 (C) Be served to the tenant concurrent with or after the fourth  
25 or subsequent written warning notice;

26 (iv) The notice under this subsection must include all notices  
27 supporting the basis of ending the lease;

28 (v) Any notices asserted under this subsection must pertain to  
29 four or more separate incidents or occurrences; and

30 (vi) This subsection (2)(n) does not absolve a landlord from  
31 demonstrating by admissible evidence that the four or more violations  
32 constituted breaches under (b) of this subsection at the time of the  
33 violation had the tenant not remedied or cured the violation;

34 (o) The tenant continues in possession after having received at  
35 least 60 days' advance written notice to vacate prior to the end of  
36 the rental period or rental agreement if the tenant is required to  
37 register as a sex offender during the tenancy, or failed to disclose  
38 a requirement to register as a sex offender when required in the  
39 rental application or otherwise known to the property owner at the  
40 beginning of the tenancy;

1 (p) The tenant continues in possession after having received at  
2 least 20 days' advance written notice to vacate prior to the end of  
3 the rental period or rental agreement if the tenant has made unwanted  
4 sexual advances or other acts of sexual harassment directed at the  
5 property owner, property manager, property employee, or another  
6 tenant based on the person's race, gender, or other protected status  
7 in violation of any covenant or term in the lease.

8 (3) When a tenant has permanently vacated due to voluntary or  
9 involuntary events, other than by the ending of the tenancy by the  
10 landlord, a landlord must serve a notice to any remaining occupants  
11 who had coresided with the tenant at least six months prior to and up  
12 to the time the tenant permanently vacated, requiring the occupants  
13 to either apply to become a party to the rental agreement or vacate  
14 within 30 days of service of such notice. In processing any  
15 application from a remaining occupant under this subsection, the  
16 landlord may require the occupant to meet the same screening,  
17 background, and financial criteria as would any other prospective  
18 tenant to continue the tenancy. If the occupant fails to apply within  
19 30 days of receipt of the notice in this subsection, or the  
20 application is denied for failure to meet the criteria, the landlord  
21 may commence an unlawful detainer action under this chapter. If an  
22 occupant becomes a party to the tenancy pursuant to this subsection,  
23 a landlord may not end the tenancy except as provided under  
24 subsection (2) of this section. This subsection does not apply to  
25 tenants residing in subsidized housing.

26 (4) A landlord who removes a tenant or causes a tenant to be  
27 removed from a dwelling in any way in violation of this section is  
28 liable to the tenant for wrongful eviction, and the tenant prevailing  
29 in such an action is entitled to the greater of their economic and  
30 noneconomic damages or three times the monthly rent of the dwelling  
31 at issue, and reasonable attorneys' fees and court costs.

32 (5) Nothing in subsection (2)(d), (e), or (f) of this section  
33 permits a landlord to end a tenancy for a specified period before the  
34 completion of the term unless the landlord and the tenant mutually  
35 consent, in writing, to ending the tenancy early and the tenant is  
36 afforded at least 60 days to vacate.

37 (6) All written notices required under subsection (2) of this  
38 section must:

39 (a) Be served in a manner consistent with RCW 59.12.040; and

1 (b) Identify the facts and circumstances known and available to  
2 the landlord at the time of the issuance of the notice that support  
3 the cause or causes with enough specificity so as to enable the  
4 tenant to respond and prepare a defense to any incidents alleged. The  
5 landlord may present additional facts and circumstances regarding the  
6 allegations within the notice if such evidence was unknown or  
7 unavailable at the time of the issuance of the notice.

8 **Sec. 2.** RCW 59.18.650 and 2024 c 321 s 409 are each amended to  
9 read as follows:

10 (1)(a) A landlord may not evict a tenant, refuse to continue a  
11 tenancy, or end a periodic tenancy except for the causes enumerated  
12 in subsection (2) of this section and as otherwise provided in this  
13 subsection.

14 (b) If a landlord and tenant enter into a rental agreement that  
15 provides for the tenancy to continue for an indefinite period on a  
16 month-to-month or periodic basis after the agreement expires, the  
17 landlord may not end the tenancy except for the causes enumerated in  
18 subsection (2) of this section; however, a landlord may end such a  
19 tenancy at the end of the initial period of the rental agreement  
20 without cause only if:

21 (i) At the inception of the tenancy, the landlord and tenant  
22 entered into a rental agreement between six and 12 months; and

23 (ii) The landlord has provided the tenant before the end of the  
24 initial lease period at least 60 days' advance written notice ending  
25 the tenancy, served in a manner consistent with RCW 59.12.040.

26 (c) If a landlord and tenant enter into a rental agreement for a  
27 specified period in which the tenancy by the terms of the rental  
28 agreement does not continue for an indefinite period on a month-to-  
29 month or periodic basis after the end of the specified period, (~~the~~  
30 ~~landlord may end such a tenancy without cause upon expiration of the~~  
31 ~~specified period only if:~~

32 ~~(i) At the inception of the tenancy, the landlord and tenant~~  
33 ~~entered into a rental agreement of 12 months or more for a specified~~  
34 ~~period, or the landlord and tenant have continuously and without~~  
35 ~~interruption entered into successive rental agreements of six months~~  
36 ~~or more for a specified period since the inception of the tenancy;~~

37 ~~(ii) The~~) and the landlord has provided the tenant before the  
38 end of the specified period at least 60 days' advance written notice



1 that the tenancy will be deemed expired at the end of such specified  
2 period, served in a manner consistent with RCW 59.12.040 (~~and~~

3 ~~(iii) The tenancy has not been for an indefinite period on a~~  
4 ~~month-to-month or periodic basis at any point since the inception of~~  
5 ~~the tenancy. However, for any tenancy of an indefinite period in~~  
6 ~~existence as of May 10, 2021, if the landlord and tenant enter into a~~  
7 ~~rental agreement between May 10, 2021, and three months following the~~  
8 ~~expiration of the governor's proclamation 20-19.6 or any extensions~~  
9 ~~thereof, the landlord may exercise rights under this subsection~~  
10 ~~(1)(c) as if the rental agreement was entered into at the inception~~  
11 ~~of the tenancy provided that the rental agreement is otherwise in~~  
12 ~~accordance with this subsection (1)(c)), then a landlord may end~~  
13 such a tenancy at the end of the initial period of the rental  
14 agreement without cause.

15 (d) For all other tenancies of a specified period not covered  
16 under (b) or (c) of this subsection, and for tenancies of an  
17 indefinite period on a month-to-month or periodic basis, a landlord  
18 may not end the tenancy except for the causes enumerated in  
19 subsection (2) of this section. Upon the end date of the tenancy of a  
20 specified period, the tenancy becomes a month-to-month tenancy.

21 (e) Nothing prohibits a landlord and tenant from entering into  
22 subsequent lease agreements that are in compliance with the  
23 requirements in subsection (2) of this section.

24 (f) A tenant may end a tenancy for a specified time by providing  
25 notice in writing not less than 20 days prior to the ending date of  
26 the specified time.

27 (2) The following reasons listed in this subsection constitute  
28 cause pursuant to subsection (1) of this section:

29 (a) The tenant continues in possession in person or by subtenant  
30 after a default in the payment of rent, and after written notice  
31 requiring, in the alternative, the payment of the rent or the  
32 surrender of the detained premises has remained uncomplied with for  
33 the period set forth in RCW 59.12.030(3) for tenants subject to this  
34 chapter. The written notice may be served at any time after the rent  
35 becomes due;

36 (b) The tenant continues in possession after substantial breach  
37 of a material program requirement of subsidized housing, material  
38 term subscribed to by the tenant within the lease or rental  
39 agreement, or a tenant obligation imposed by law, other than one for  
40 monetary damages, and after the landlord has served written notice

1 specifying the acts or omissions constituting the breach and  
2 requiring, in the alternative, that the breach be remedied or the  
3 rental agreement will end, and the breach has not been adequately  
4 remedied by the date specified in the notice, which date must be at  
5 least 10 days after service of the notice;

6 (c) The tenant continues in possession after having received at  
7 least three days' advance written notice to quit after he or she  
8 commits or permits waste or nuisance upon the premises, unlawful  
9 activity that affects the use and enjoyment of the premises, or other  
10 substantial or repeated and unreasonable interference with the use  
11 and enjoyment of the premises by the landlord or neighbors of the  
12 tenant;

13 (d) The tenant continues in possession after the landlord of a  
14 dwelling unit in good faith seeks possession so that the owner or his  
15 or her immediate family may occupy the unit as that person's  
16 principal residence and no substantially equivalent unit is vacant  
17 and available to house the owner or his or her immediate family in  
18 the same building, and the owner has provided at least 90 days'  
19 advance written notice of the date the tenant's possession is to end.  
20 There is a rebuttable presumption that the owner did not act in good  
21 faith if the owner or immediate family fails to occupy the unit as a  
22 principal residence for at least 60 consecutive days during the 90  
23 days immediately after the tenant vacated the unit pursuant to a  
24 notice to vacate using this subsection (2)(d) as the cause for the  
25 lease ending;

26 (e) The tenant continues in possession after the owner elects to  
27 sell a single-family residence and the landlord has provided at least  
28 90 days' advance written notice of the date the tenant's possession  
29 is to end. For the purposes of this subsection (2)(e), an owner  
30 "elects to sell" when the owner makes reasonable attempts to sell the  
31 dwelling within 30 days after the tenant has vacated, including, at a  
32 minimum, listing it for sale at a reasonable price with a realty  
33 agency or advertising it for sale at a reasonable price by listing it  
34 on the real estate multiple listing service. There shall be a  
35 rebuttable presumption that the owner did not intend to sell the unit  
36 if:

37 (i) Within 30 days after the tenant has vacated, the owner does  
38 not list the single-family dwelling unit for sale at a reasonable  
39 price with a realty agency or advertise it for sale at a reasonable  
40 price by listing it on the real estate multiple listing service; or

1 (ii) Within 90 days after the date the tenant vacated or the date  
2 the property was listed for sale, whichever is later, the owner  
3 withdraws the rental unit from the market, the landlord rents the  
4 unit to someone other than the former tenant, or the landlord  
5 otherwise indicates that the owner does not intend to sell the unit;

6 (f) The tenant continues in possession of the premises after the  
7 landlord serves the tenant with advance written notice pursuant to  
8 RCW 59.18.200(2)(c);

9 (g) The tenant continues in possession after the owner elects to  
10 withdraw the premises to pursue a conversion pursuant to RCW  
11 64.90.655;

12 (h) The tenant continues in possession, after the landlord has  
13 provided at least 30 days' advance written notice to vacate that: (i)  
14 The premises has been certified or condemned as uninhabitable by a  
15 local agency charged with the authority to issue such an order; and  
16 (ii) continued habitation of the premises would subject the landlord  
17 to civil or criminal penalties. However, if the terms of the local  
18 agency's order do not allow the landlord to provide at least 30 days'  
19 advance written notice, the landlord must provide as much advance  
20 written notice as is possible and still comply with the order;

21 (i) The tenant continues in possession after an owner or lessor,  
22 with whom the tenant shares the dwelling unit or access to a common  
23 kitchen or bathroom area, has served at least 20 days' advance  
24 written notice to vacate prior to the end of the rental term or, if a  
25 periodic tenancy, the end of the rental period;

26 (j) The tenant continues in possession of a dwelling unit in  
27 transitional housing after having received at least 30 days' advance  
28 written notice to vacate in advance of the expiration of the  
29 transitional housing program, the tenant has aged out of the  
30 transitional housing program, or the tenant has completed an  
31 educational or training or service program and is no longer eligible  
32 to participate in the transitional housing program. Nothing in this  
33 subsection (2)(j) prohibits the ending of a tenancy in transitional  
34 housing for any of the other causes specified in this subsection;

35 (k) The tenant continues in possession of a dwelling unit after  
36 the expiration of a rental agreement without signing a proposed new  
37 rental agreement proffered by the landlord; provided, that the  
38 landlord proffered the proposed new rental agreement at least 30 days  
39 prior to the expiration of the current rental agreement and that any  
40 new terms and conditions of the proposed new rental agreement are

1 reasonable. This subsection (2)(k) does not apply to tenants whose  
2 tenancies are or have become periodic;

3 (l) The tenant continues in possession after having received at  
4 least 30 days' advance written notice to vacate due to intentional,  
5 knowing, and material misrepresentations or omissions made on the  
6 tenant's application at the inception of the tenancy that, had these  
7 misrepresentations or omissions not been made, would have resulted in  
8 the landlord requesting additional information or taking an adverse  
9 action;

10 (m) The tenant continues in possession after having received at  
11 least 60 days' advance written notice to vacate for other good cause  
12 prior to the end of the period or rental agreement and such cause  
13 constitutes a legitimate economic or business reason not covered or  
14 related to a basis for ending the lease as enumerated under this  
15 subsection (2). When the landlord relies on this basis for ending the  
16 tenancy, the court may stay any writ of restitution for up to 60  
17 additional days for good cause shown, including difficulty procuring  
18 alternative housing. The court must condition such a stay upon the  
19 tenant's continued payment of rent during the stay period. Upon  
20 granting such a stay, the court must award court costs and fees as  
21 allowed under this chapter;

22 (n)(i) The tenant continues in possession after having received  
23 at least 60 days' written notice to vacate prior to the end of the  
24 period or rental agreement and the tenant has committed four or more  
25 of the following violations, other than ones for monetary damages,  
26 within the preceding 12-month period, the tenant has remedied or  
27 cured the violation, and the landlord has provided the tenant a  
28 written warning notice at the time of each violation: A substantial  
29 breach of a material program requirement of subsidized housing, a  
30 substantial breach of a material term subscribed to by the tenant  
31 within the lease or rental agreement, or a substantial breach of a  
32 tenant obligation imposed by law;

33 (ii) Each written warning notice must:

34 (A) Specify the violation;

35 (B) Provide the tenant an opportunity to cure the violation;

36 (C) State that the landlord may choose to end the tenancy at the  
37 end of the rental term if there are four violations within a 12-month  
38 period preceding the end of the term; and

39 (D) State that correcting the fourth or subsequent violation is  
40 not a defense to the ending of the lease under this subsection;

1 (iii) The 60-day notice to vacate must:

2 (A) State that the rental agreement will end upon the specified  
3 ending date for the rental term or upon a designated date not less  
4 than 60 days after the delivery of the notice, whichever is later;

5 (B) Specify the reason for ending the lease and supporting facts;  
6 and

7 (C) Be served to the tenant concurrent with or after the fourth  
8 or subsequent written warning notice;

9 (iv) The notice under this subsection must include all notices  
10 supporting the basis of ending the lease;

11 (v) Any notices asserted under this subsection must pertain to  
12 four or more separate incidents or occurrences; and

13 (vi) This subsection (2)(n) does not absolve a landlord from  
14 demonstrating by admissible evidence that the four or more violations  
15 constituted breaches under (b) of this subsection at the time of the  
16 violation had the tenant not remedied or cured the violation;

17 (o) The tenant continues in possession after having received at  
18 least 60 days' advance written notice to vacate prior to the end of  
19 the rental period or rental agreement if the tenant is required to  
20 register as a sex offender during the tenancy, or failed to disclose  
21 a requirement to register as a sex offender when required in the  
22 rental application or otherwise known to the property owner at the  
23 beginning of the tenancy;

24 (p) The tenant continues in possession after having received at  
25 least 20 days' advance written notice to vacate prior to the end of  
26 the rental period or rental agreement if the tenant has made unwanted  
27 sexual advances or other acts of sexual harassment directed at the  
28 property owner, property manager, property employee, or another  
29 tenant based on the person's race, gender, or other protected status  
30 in violation of any covenant or term in the lease.

31 (3) When a tenant has permanently vacated due to voluntary or  
32 involuntary events, other than by the ending of the tenancy by the  
33 landlord, a landlord must serve a notice to any remaining occupants  
34 who had coresided with the tenant at least six months prior to and up  
35 to the time the tenant permanently vacated, requiring the occupants  
36 to either apply to become a party to the rental agreement or vacate  
37 within 30 days of service of such notice. In processing any  
38 application from a remaining occupant under this subsection, the  
39 landlord may require the occupant to meet the same screening,  
40 background, and financial criteria as would any other prospective

1 tenant to continue the tenancy. If the occupant fails to apply within  
2 30 days of receipt of the notice in this subsection, or the  
3 application is denied for failure to meet the criteria, the landlord  
4 may commence an unlawful detainer action under this chapter. If an  
5 occupant becomes a party to the tenancy pursuant to this subsection,  
6 a landlord may not end the tenancy except as provided under  
7 subsection (2) of this section. This subsection does not apply to  
8 tenants residing in subsidized housing.

9 (4) A landlord who removes a tenant or causes a tenant to be  
10 removed from a dwelling in any way in violation of this section is  
11 liable to the tenant for wrongful eviction, and the tenant prevailing  
12 in such an action is entitled to the greater of their economic and  
13 noneconomic damages or three times the monthly rent of the dwelling  
14 at issue, and reasonable attorneys' fees and court costs.

15 (5) Nothing in subsection (2)(d), (e), or (f) of this section  
16 permits a landlord to end a tenancy for a specified period before the  
17 completion of the term unless the landlord and the tenant mutually  
18 consent, in writing, to ending the tenancy early and the tenant is  
19 afforded at least 60 days to vacate.

20 (6) All written notices required under subsection (2) of this  
21 section must:

22 (a) Be served in a manner consistent with RCW 59.12.040; and

23 (b) Identify the facts and circumstances known and available to  
24 the landlord at the time of the issuance of the notice that support  
25 the cause or causes with enough specificity so as to enable the  
26 tenant to respond and prepare a defense to any incidents alleged. The  
27 landlord may present additional facts and circumstances regarding the  
28 allegations within the notice if such evidence was unknown or  
29 unavailable at the time of the issuance of the notice.

30 **Sec. 3.** RCW 59.18.370 and 2005 c 130 s 2 are each amended to  
31 read as follows:

32 (1) The plaintiff, at the time of commencing an action of  
33 forcible entry or detainer or unlawful detainer, or at any time  
34 afterwards, upon filing the complaint, may apply to the superior  
35 court in which the action is pending for an order directing the  
36 defendant to appear and show cause, if any he or she has, why a writ  
37 of restitution should not issue restoring to the plaintiff possession  
38 of the property in the complaint described, and the judge shall by  
39 order fix a time and place for a hearing of the motion, which shall

1 not be less than seven nor more than thirty days from the date of  
2 service of the order upon defendant. A copy of the order, together  
3 with a copy of the summons and complaint if not previously served  
4 upon the defendant, shall be served upon the defendant. The order  
5 shall notify the defendant that if he or she fails to appear and show  
6 cause at the time and place specified by the order the court may  
7 order the sheriff to restore possession of the property to the  
8 plaintiff and may grant such other relief as may be prayed for in the  
9 complaint and provided by this chapter.

10 (2) Where the basis for an unlawful detainer action is, in full  
11 or in part, a notice issued pursuant to RCW 59.18.650(2)(c), the  
12 court shall conduct the hearing described in RCW 59.18.380 within  
13 three court days of the plaintiff's application for an order setting  
14 said hearing. Notice of this order shall be served in a manner  
15 consistent with RCW 59.12.040 not less than one court day before said  
16 hearing.

17 NEW SECTION. Sec. 4. A new section is added to chapter 59.18  
18 RCW to read as follows:

19 The imposition of regulations on the landlord-tenant relationship  
20 is of statewide significance and is preempted by the state. No city  
21 or town of any class may enact, maintain, or enforce ordinances or  
22 other provisions which regulate any agreement between a landlord and  
23 tenant entered into under this chapter for single-family or multiple-  
24 unit residential rental structures or sites other than in public  
25 ownership, under public management, or property providing low-income  
26 rental housing under joint public-private agreements for financing or  
27 provision of such low-income rental housing. This section shall not  
28 be construed as prohibiting any city or town from entering into  
29 agreements with private persons that regulate or control the amount  
30 of rent to be charged for rental properties.

31 NEW SECTION. Sec. 5. A new section is added to chapter 59.20  
32 RCW to read as follows:

33 The imposition of regulations on the landlord-tenant relationship  
34 is of statewide significance and is preempted by the state. No city  
35 or town of any class may enact, maintain, or enforce ordinances or  
36 other provisions which regulate any agreement between a landlord and  
37 tenant entered into under this chapter for single-family or multiple-  
38 unit residential rental structures or sites other than in public

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

7 NEW SECTION. **Sec. 6.** Section 1 of this act expires January 1,  
8 2028.

9 NEW SECTION. **Sec. 7.** Section 2 of this act takes effect January  
10 1, 2028.

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