
SUBSTITUTE HOUSE BILL 2452

State of Washington

69th Legislature

2026 Regular Session

By House Housing (originally sponsored by Representatives Connors, Macri, Engell, Peterson, Rude, Corry, Richards, Scott, Salahuddin, Abbarno, Barkis, Reed, and Hill)

READ FIRST TIME 02/02/26.

1 AN ACT Relating to modifying requirements for service of rent
2 increase notices; and amending RCW 59.20.390 and 59.20.370.

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

4 **PART I**

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

6 **Sec. 101.** RCW 59.20.390 and 2025 c 209 s 203 are each amended to
7 read as follows:

8 (1)(a) Except as provided in subsection (2) of this section, a
9 landlord must provide a tenant with notice of rent increases in a
10 form that is substantially the same as the form provided in
11 subsection (3) of this section.

12 (b) Notice under this section must also:

13 (i) Comply with the requirements in RCW 59.20.090(2) related to
14 the number of months of prior written notice required for a rent
15 increase; and

16 (ii) Be served in accordance with RCW (~~59.12.040~~) 59.20.150.

17 (2) The notice of rent increase requirement in this section does
18 not apply if the rental agreement governs a subsidized tenancy where
19 the amount of rent is based on, in whole or in part, a percentage of
20 the income of the tenant or other circumstances specific to the

1 subsidized household. However, for purposes of this section, a
2 subsidized tenancy does not include tenancies where some or all of
3 the rent paid to the landlord comes from a portable tenant-based
4 voucher or similar portable assistance administered through a housing
5 authority or other state or local agency, or tenancies in other types
6 of affordable housing where maximum unit rents are limited by area
7 median income levels and a tenant's base rent does not change as the
8 tenant's income does.

9 (3) "TO TENANTS: (tenant name(s))

10 AT ADDRESS: (tenant address)

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

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

20 (1) Your landlord can raise your rent and other recurring or
21 periodic charges once every 12 months by up to five percent, as
22 allowed by RCW 59.20.370. Your landlord is not required to raise the
23 rent or other recurring or periodic charges by any amount.

24 (2) Your landlord may be exempt from the five percent limit on
25 increases for rent and other recurring or periodic charges for the
26 reasons described in RCW 59.20.380. If your landlord claims an
27 exemption, your landlord is required to include supporting facts with
28 this notice.

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

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

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

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

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

1 ___ The maximum increase allowed by state law.

2 ___ Authorized by an exemption under RCW 59.20.380. If the
3 increase is authorized by an exemption, your landlord must fill out
4 the section of the form below.

5 **EXEMPTIONS CLAIMED BY LANDLORD**

6 I (landlord name) certify that I am allowed under Washington
7 state law to raise your rent and other recurring or periodic charges
8 by (percent), which is more than the maximum increase otherwise
9 allowed by state law, because I am claiming the following exemption
10 under RCW 59.20.380 (check one of the following):

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

20 ___ You live in a manufactured/mobile home community that was
21 purchased during the past 12 months by an eligible organization as
22 defined in RCW 59.20.030 whose mission aligns with the long-term
23 preservation and affordability of your manufactured/mobile home
24 community, so the eligible organization may increase the rent and
25 other recurring or periodic charges for your manufactured/mobile home
26 community in an amount greater than allowed under RCW 59.20.370 as
27 needed to cover the cost of purchasing your manufactured/mobile home
28 community if the increase is approved by vote or agreement with the
29 majority of the manufactured/mobile home owners in your manufactured/
30 mobile home community. (The landlord must include facts or attach
31 documents supporting the exemption.)

32 ___ Your manufactured/mobile home lot rental agreement is up for
33 first renewal after it was transferred to you under RCW 59.20.073, so
34 your landlord is allowed to make a one-time increase to your rent and
35 other recurring or periodic charges in an amount not limited by RCW
36 59.20.370. In order to exercise this one-time increase option, the
37 landlord must have provided you with notice of this option prior to
38 the final transfer of the rental agreement to you. (The landlord must
39 include facts or attach documents supporting the exemption, including
40 evidence that proper notice of this one-time increase option was

1 provided to you prior to the final transfer of the rental
2 agreement.)"

3 **Sec. 102.** RCW 59.20.370 and 2025 c 209 s 201 are each amended to
4 read as follows:

5 (1) Except as authorized by an exemption under RCW 59.20.380 and
6 as provided in RCW 59.20.060(2)(c), a landlord may not increase the
7 rent for any type of tenancy, regardless of whether the tenancy is
8 month-to-month or for a term greater than month-to-month:

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

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

12 (2) If a landlord increases the rent above the amount allowed in
13 subsection (1) of this section as authorized by an exemption under
14 RCW 59.20.380, the landlord must include facts supporting any claimed
15 exemptions in the written notice of the rent increase. Notice must
16 comply with this section, RCW 59.20.390, 59.20.090(2), and be served
17 in accordance with RCW (~~59.12.040~~) 59.20.150.

18 (3) If a landlord increases rent above the amount allowed in
19 subsection (1) of this section and the increase is not authorized by
20 an exemption under RCW 59.20.380, the tenant must offer the landlord
21 an opportunity to cure the unauthorized increase by providing the
22 landlord with a written demand to reduce the increase to an amount
23 that complies with the limit created in this section. In addition to
24 any other remedies or relief available under this chapter or other
25 law, the tenant may terminate the rental agreement at any time prior
26 to the effective date of the increase by providing the landlord with
27 written notice at least 30 days before terminating the rental
28 agreement. If a tenant terminates a rental agreement under this
29 subsection, the tenant owes rent for the full month in which the
30 tenant vacates the manufactured/mobile home lot. A landlord may not
31 charge a tenant any fines or fees for terminating a rental agreement
32 under this subsection.

33 (4)(a) A tenant or the attorney general may bring an action in a
34 court of competent jurisdiction to enforce compliance with this
35 section or RCW 59.20.380, 59.20.390, 59.20.060, or 59.20.170. If the
36 court finds that a landlord violated any of the laws listed in this
37 subsection, the court shall award the following damages to the tenant
38 and attorneys' fees and costs to the tenant who brings the action or
39 the attorney general:

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

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

5 (iii) Reasonable attorneys' fees and costs incurred in bringing
6 the action.

7 (b) The attorney general may bring an action under this
8 subsection notwithstanding whether the tenant has offered the
9 landlord an opportunity to cure, and may recover civil penalties of
10 not more than \$7,500 for each violation in addition to other remedies
11 provided by this subsection. The attorney general may issue written
12 civil investigative demands for pertinent documents, answers to
13 written interrogatories, or oral testimony as required to investigate
14 or bring an action under this subsection.

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

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

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