
HOUSE BILL 2452

State of Washington

69th Legislature

2026 Regular Session

By Representatives Connors, Macri, Engell, Peterson, Rude, Corry, Richards, Scott, Salahuddin, Abbarno, Barkis, Reed, and Hill

Read first time 01/13/26. Referred to Committee on Housing.

1 AN ACT Relating to modifying requirements for service of rent
2 increase notices; and amending RCW 59.18.140, 59.18.720, 59.18.700,
3 59.20.390, and 59.20.370.

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

5 **PART I**
6 **RESIDENTIAL LANDLORD-TENANT ACT**

7 **Sec. 101.** RCW 59.18.140 and 2025 c 209 s 104 are each amended to
8 read as follows:

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

19 (2) Except for termination of tenancy and an increase in the
20 amount of rent, after 30 days' written notice to each affected

1 tenant, a new rule of tenancy may become effective upon completion of
2 the term of the rental agreement or sooner upon mutual consent.

3 (3) (a) Except as provided in (b) and (c) of this subsection and
4 subsection (4) (b) of this section, a landlord shall provide a minimum
5 of 90 days' prior written notice of an increase in the amount of rent
6 to each affected tenant, and any increase in the amount of rent may
7 not become effective prior to the completion of the term of the
8 rental agreement.

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

16 (c) For a tenant whose lease or rental agreement was entered into
17 or renewed before May 7, 2025, and whose tenancy is for a specified
18 time, if the lease or rental agreement has more than 60 days but less
19 than 90 days left before the end of the specified time as of May 7,
20 2025, the landlord must provide written notice to the affected tenant
21 a minimum of 60 days before the effective date of an increase in the
22 amount of rent.

23 (4) Any written notice of a rent increase required by subsection
24 (3) of this section must be served to each affected tenant by at
25 least one of the following methods:

26 (a) Personal delivery;

27 (b) Mailing a copy of the notice. In such case, service is deemed
28 complete on the date that the notice is deposited in the United
29 States mail, with first-class postage prepaid, from within Washington
30 state and directed to the affected tenant's last known address.
31 However, if service is made by mail, a landlord shall provide an
32 additional five days' prior written notice of an increase in the
33 amount of rent; or

34 (c) Affixing a copy of the notice in a conspicuous place on the
35 dwelling unit, such as by taping a copy of the notice to the dwelling
36 unit's front door.

37 **Sec. 102.** RCW 59.18.720 and 2025 c 209 s 103 are each amended to
38 read as follows:

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

5 (b) Notice under this section must also ~~((~~
6 ~~(i) Comply))~~ comply with the requirements in RCW 59.18.140
7 ~~((related to the number of days of prior written notice required for~~
8 ~~a rent increase; and~~
9 ~~(ii) Be served in accordance with RCW 59.12.040))~~).

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

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

23 AT ADDRESS: (tenant address)

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

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

32 (1) Your landlord can raise your rent and any other recurring or
33 periodic charges identified in the rental agreement for use and
34 occupancy of your rental unit once every 12 months by up to seven
35 percent plus consumer price index, or 10 percent, whichever is less,
36 as allowed by RCW 59.18.700. Your landlord is not required to raise
37 the rent or other recurring or periodic charges by any amount.

38 (2) Your landlord may be exempt from the limit on increases for
39 rent and other recurring or periodic charges for the reasons
40 described in RCW 59.18.710. If your landlord claims an exemption,

1 your landlord is required to include supporting facts with this
2 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 or periodic charges:
8 Your total increase for 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 for rent and/or other recurring or 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 RCW 59.18.710. If the
17 increase is authorized by an exemption, your landlord must fill out
18 the section of the form below.

19 **EXEMPTIONS CLAIMED BY LANDLORD**

20 I (landlord name) certify that I am allowed under Washington
21 state law to raise your rent and other recurring or periodic charges
22 by (percent), which is more than the maximum increase otherwise
23 allowed by state law, because I am claiming the following exemption
24 under RCW 59.18.710 (check one of the following):

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

30 You live in a dwelling unit owned by a public housing
31 authority, public development authority, or nonprofit organization
32 where maximum rents are regulated by other laws or local, state, or
33 federal affordable housing program requirements, or a qualified low-
34 income housing development as defined in RCW 82.45.010, where the
35 property is owned by a public housing authority, public development
36 authority, or nonprofit organization. (The landlord must include
37 facts or attach documents supporting the exemption.)

38 You live in a qualified low-income housing development which
39 was allocated federal low-income housing tax credits by the
40 Washington state housing finance commission and there is an

1 enforceable regulatory agreement under the low-income housing tax
2 credit program. (The landlord must include facts or attach documents
3 supporting the exemption.)

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

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

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

18 (4) This section expires July 1, 2040.

19 **Sec. 103.** RCW 59.18.700 and 2025 c 209 s 101 are each amended to
20 read as follows:

21 (1)(a) Except as authorized by an exemption under RCW 59.18.710,
22 a landlord may not increase the rent for any type of tenancy,
23 regardless of whether the tenancy is month-to-month or for a term
24 greater or lesser than month-to-month:

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

26 (ii) During any 12-month period of the tenancy, in an amount
27 greater than seven percent plus the consumer price index, or 10
28 percent, whichever is less.

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

32 (c) Beginning June 1, 2025, and annually thereafter, the
33 department of commerce shall calculate the maximum annual rent
34 increase percentage allowed under (a) of this subsection for the
35 following calendar year and publish the information on their website
36 and in a press release. For the purposes of this subsection,
37 "consumer price index" means the June 12-month percent change in the
38 consumer price index for all urban consumers, all items, for the

1 Seattle area as published by the United States bureau of labor
2 statistics.

3 (2) If a landlord increases the rent above the amount allowed in
4 subsection (1) of this section as authorized by an exemption under
5 RCW 59.18.710, the landlord must include facts supporting any claimed
6 exemptions in the written notice of the rent increase. Notice must
7 comply with this section((7)) and RCW 59.18.720((7)) and 59.18.140((7
8 ~~and be served in accordance with RCW 59.12.040))~~).

9 (3) If a landlord increases rent above the amount allowed in
10 subsection (1) of this section and the increase is not authorized by
11 an exemption under RCW 59.18.710, the tenant must offer the landlord
12 an opportunity to cure the unauthorized increase by providing the
13 landlord with a written demand to reduce the increase to an amount
14 that complies with the limit created in this section. In addition to
15 any other remedies or relief available under this chapter or other
16 law, the tenant may terminate the rental agreement at any time prior
17 to the effective date of the increase by providing the landlord with
18 written notice at least 20 days before terminating the rental
19 agreement. If a tenant terminates a rental agreement under this
20 subsection, the tenant owes rent for the full month in which the
21 tenant vacates the dwelling unit. A landlord may not charge a tenant
22 any fines or fees for terminating a rental agreement under this
23 subsection.

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

29 (b) A landlord must provide parity between lease types with
30 respect to the amount of rent charged for a specific dwelling unit.
31 For the purposes of this subsection, "parity between lease types"
32 means that, for leases or rental agreements that a landlord offers
33 for a specific dwelling unit, the landlord may not charge a tenant
34 more than a five percent difference in rent depending on the type of
35 lease or rental agreement offered, regardless of whether the type of
36 lease or rental agreement offered is on a month-to-month or other
37 periodic basis or for a specified period. This five percent
38 difference may not cause the rent charged for a specific dwelling
39 unit to exceed the rent increase limit in subsection (1) of this
40 section.

1 (5) (a) A tenant or the attorney general may bring an action in a
2 court of competent jurisdiction to enforce compliance with this
3 section or RCW 59.18.710, 59.18.720, or 59.18.140. If the court finds
4 that a landlord violated any of the laws listed in this subsection,
5 the court shall award the following damages to the tenant and
6 attorneys' fees and costs to the tenant who brings the action or the
7 attorney general:

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

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

12 (iii) Reasonable attorneys' fees and costs incurred in bringing
13 the action.

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

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

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

27 (8) This section expires July 1, 2040.

28 **PART II**

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

30 **Sec. 201.** RCW 59.20.390 and 2025 c 209 s 203 are each amended to
31 read as follows:

32 (1) (a) Except as provided in subsection (2) of this section, a
33 landlord must provide a tenant with notice of rent increases in a
34 form that is substantially the same as the form provided in
35 subsection (3) of this section.

36 (b) Notice under this section must also:

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

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

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

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

18 AT ADDRESS: (tenant address)

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

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

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

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

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

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

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

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

8 ___ A lower increase than the maximum allowed by state law.

9 ___ The maximum increase allowed by state law.

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

13 **EXEMPTIONS CLAIMED BY LANDLORD**

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

19 ___ You live on a manufactured/mobile home lot owned by a public
20 housing authority, public development authority, or nonprofit
21 organization where maximum rents are regulated by other laws or
22 local, state, or federal affordable housing program requirements, or
23 a qualified low-income housing development as defined in RCW
24 82.45.010, where the property is owned by a public housing authority,
25 public development authority, or nonprofit organization. (The
26 landlord must include facts or attach documents supporting the
27 exemption.)

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

1 __ Your manufactured/mobile home lot rental agreement is up for
2 first renewal after it was transferred to you under RCW 59.20.073, so
3 your landlord is allowed to make a one-time increase to your rent and
4 other recurring or periodic charges in an amount not limited by RCW
5 59.20.370. In order to exercise this one-time increase option, the
6 landlord must have provided you with notice of this option prior to
7 the final transfer of the rental agreement to you. (The landlord must
8 include facts or attach documents supporting the exemption, including
9 evidence that proper notice of this one-time increase option was
10 provided to you prior to the final transfer of the rental
11 agreement.)"

12 **Sec. 202.** RCW 59.20.370 and 2025 c 209 s 201 are each amended to
13 read as follows:

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

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

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

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

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

1 charge a tenant any fines or fees for terminating a rental agreement
2 under this subsection.

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

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

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

14 (iii) Reasonable attorneys' fees and costs incurred in bringing
15 the action.

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

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

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

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