

CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 1217

69th Legislature
2025 Regular Session

Passed by the House April 27, 2025
Yeas 54 Nays 44

**Speaker of the House of
Representatives**

Passed by the Senate April 27, 2025
Yeas 27 Nays 20

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED HOUSE BILL 1217** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

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 plus the consumer price index, or 10
4 percent, whichever is less.

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

8 (c) Beginning June 1, 2025, and annually thereafter, the
9 department of commerce shall calculate the maximum annual rent
10 increase percentage allowed under (a) of this subsection for the
11 following calendar year and publish the information on their website
12 and in a press release. For the purposes of this subsection,
13 "consumer price index" means the June 12-month percent change in the
14 consumer price index for all urban consumers, all items, for the
15 Seattle area as published by the United States bureau of labor
16 statistics.

17 (2) If a landlord increases the rent above the amount allowed in
18 subsection (1) of this section as authorized by an exemption under
19 section 102 of this act, the landlord must include facts supporting
20 any claimed exemptions in the written notice of the rent increase.
21 Notice must comply with this section, section 103 of this act, RCW
22 59.18.140, and be served in accordance with RCW 59.12.040.

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

38 (4) (a) Except as provided in (b) of this subsection, a landlord
39 may not include terms of payment or other material conditions in a
40 rental agreement that are more burdensome to a tenant for a month-to-

1 month rental agreement than for a rental agreement where the term is
2 greater or lesser than month-to-month, or vice versa.

3 (b) A landlord must provide parity between lease types with
4 respect to the amount of rent charged for a specific dwelling unit.
5 For the purposes of this subsection, "parity between lease types"
6 means that, for leases or rental agreements that a landlord offers
7 for a specific dwelling unit, the landlord may not charge a tenant
8 more than a five percent difference in rent depending on the type of
9 lease or rental agreement offered, regardless of whether the type of
10 lease or rental agreement offered is on a month-to-month or other
11 periodic basis or for a specified period. This five percent
12 difference may not cause the rent charged for a specific dwelling
13 unit to exceed the rent increase limit in subsection (1) of this
14 section.

15 (5) (a) A tenant or the attorney general may bring an action in a
16 court of competent jurisdiction to enforce compliance with this
17 section or section 102 of this act, section 103 of this act, or RCW
18 59.18.140. If the court finds that a landlord violated any of the
19 laws listed in this subsection, the court shall award the following
20 damages to the tenant and attorneys' fees and costs to the tenant who
21 brings the action or the attorney general:

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

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

26 (iii) Reasonable attorneys' fees and costs incurred in bringing
27 the action.

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

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

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

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

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

4 (1) A landlord may increase rent in an amount greater than
5 allowed under section 101 of this act only as authorized by the
6 exemptions described in this section. Rent increases are not limited
7 by section 101 of this act for any of the following types of
8 tenancies:

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

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

13 (i) Public housing authority;

14 (ii) Public development authority;

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

18 (iv) Nonprofit entity, as defined in RCW 84.36.560, where a
19 nonprofit organization, housing authority, or public development
20 authority has the majority decision-making power on behalf of the
21 general partner, and where maximum rents are regulated by other laws
22 or local, state, or federal affordable housing program requirements.

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

26 (d) A tenancy in a qualified low-income housing development which
27 was allocated federal low-income housing tax credits authorized under
28 26 U.S.C. Sec. 42 or successor statute, by the Washington state
29 housing finance commission or successor state-authorized tax credit
30 allocating agency, so long as there is an enforceable regulatory
31 agreement with the Washington state housing finance commission under
32 the low-income housing tax credit program.

33 (e) A tenancy in a dwelling unit in which the tenant shares a
34 bathroom or kitchen facility with the owner who maintains a principal
35 residence at the residential real property.

36 (f) A tenancy in a single-family owner-occupied residence,
37 including a residence in which the owner-occupant rents or leases no
38 more than two units or bedrooms including, but not limited to, an
39 attached or detached accessory dwelling unit.

1 (g) A tenancy in a duplex, triplex, or fourplex in which the
2 owner occupied one of the units as the owner's principal place of
3 residence at the beginning of the tenancy, so long as the owner
4 continues the occupancy.

5 (2) Subsection (1)(e) through (g) of this section only apply
6 where the owner is not any of the following:

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

9 (b) A corporation; or

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

12 (3) This section expires July 1, 2040.

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

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

19 (b) Notice under this section must also:

20 (i) Comply with the requirements in RCW 59.18.140 related to the
21 number of days of prior written notice required for a rent increase;
22 and

23 (ii) Be served in accordance with RCW 59.12.040.

24 (2) The notice of rent increase requirement in this section does
25 not apply if the rental agreement governs a subsidized tenancy where
26 the amount of rent is based on, in whole or in part, a percentage of
27 the income of the tenant or other circumstances specific to the
28 subsidized household. However, for purposes of this section, a
29 subsidized tenancy does not include tenancies where some or all of
30 the rent paid to the landlord comes from a portable tenant-based
31 voucher or similar portable assistance administered through a housing
32 authority or other state or local agency, or tenancies in other types
33 of affordable housing where maximum unit rents are limited by area
34 median income levels and a tenant's base rent does not change as the
35 tenant's income does.

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

37 AT ADDRESS: (tenant address)

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

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

8 (1) Your landlord can raise your rent and any other recurring or
9 periodic charges identified in the rental agreement for use and
10 occupancy of your rental unit once every 12 months by up to seven
11 percent plus consumer price index, or 10 percent, whichever is less,
12 as allowed by section 101 of this act. Your landlord is not required
13 to raise the rent or other recurring or periodic charges by any
14 amount.

15 (2) Your landlord may be exempt from the limit on increases for
16 rent and other recurring or periodic charges for the reasons
17 described in section 102 of this act. If your landlord claims an
18 exemption, your landlord is required to include supporting facts with
19 this notice.

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

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

24 Raise your rent and/or other recurring or periodic charges:
25 Your total increase for rent and other recurring or periodic charges
26 effective (date) will be (percent), which totals an additional \$
27 (dollar amount) per month, for a new total amount of \$(dollar amount)
28 per month for rent and other recurring or periodic charges.

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

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

32 The maximum increase allowed by state law.

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

36 **EXEMPTIONS CLAIMED BY LANDLORD**

37 I (landlord name) certify that I am allowed under Washington
38 state law to raise your rent and other recurring or periodic charges
39 by (percent), which is more than the maximum increase otherwise

1 allowed by state law, because I am claiming the following exemption
2 under section 102 of this act (check one of the following):

3 ___ The first certificate of occupancy for your dwelling unit was
4 issued on (insert date), which is 12 or less years before the date of
5 this increase notice for rent and other recurring or periodic
6 charges. (The landlord must include facts or attach documents
7 supporting the exemption.)

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

16 ___ You live in a qualified low-income housing development which
17 was allocated federal low-income housing tax credits by the
18 Washington state housing finance commission and there is an
19 enforceable regulatory agreement under the low-income housing tax
20 credit program. (The landlord must include facts or attach documents
21 supporting the exemption.)

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

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

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

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

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

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

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

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

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

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

35 NEW SECTION. Sec. 105. A new section is added to chapter 59.18
36 RCW to read as follows:

37 The department of commerce shall create an online landlord
38 resource center to distribute information to landlords about

1 available programs, associated services, and resources including, but
2 not limited to, the following:

- 3 (1) The landlord mitigation program created in RCW 43.31.605;
- 4 (2) The low-income residential weatherization programs created in
5 chapter 70A.35 RCW; and
- 6 (3) Any other programs and resources that the department of
7 commerce determines are relevant.

8 **PART II**

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

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

12 (1) Except as authorized by an exemption under section 202 of
13 this act and as provided in RCW 59.20.060(2)(c), a landlord may not
14 increase the rent for any type of tenancy, regardless of whether the
15 tenancy is month-to-month or for a term greater than month-to-month:

- 16 (a) During the first 12 months after the tenancy begins; and
- 17 (b) During any 12-month period of the tenancy, in an amount
18 greater than five percent.

19 (2) If a landlord increases the rent above the amount allowed in
20 subsection (1) of this section as authorized by an exemption under
21 section 202 of this act, the landlord must include facts supporting
22 any claimed exemptions in the written notice of the rent increase.
23 Notice must comply with this section, section 203 of this act, RCW
24 59.20.090(2), and be served in accordance with RCW 59.12.040.

25 (3) If a landlord increases rent above the amount allowed in
26 subsection (1) of this section and the increase is not authorized by
27 an exemption under section 202 of this act, the tenant must offer the
28 landlord an opportunity to cure the unauthorized increase by
29 providing the landlord with a written demand to reduce the increase
30 to an amount that complies with the limit created in this section. In
31 addition to any other remedies or relief available under this chapter
32 or other law, the tenant may terminate the rental agreement at any
33 time prior to the effective date of the increase by providing the
34 landlord with written notice at least 30 days before terminating the
35 rental agreement. If a tenant terminates a rental agreement under
36 this subsection, the tenant owes rent for the full month in which the
37 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 section 202 of this act, section 203 of this act, RCW
6 59.20.060, or 59.20.170. If the court finds that a landlord violated
7 any of the laws listed in this subsection, the court shall award the
8 following damages to the tenant and attorneys' fees and costs to the
9 tenant who brings the action or 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.

29 NEW SECTION. **Sec. 202.** A new section is added to chapter 59.20
30 RCW to read as follows:

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

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

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

37 (i) Public housing authority;

38 (ii) Public development authority; or

1 (iii) Nonprofit organization, where maximum rents are regulated
2 by other laws or local, state, or federal affordable housing program
3 requirements; or

4 (b) 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 (a) (i) through (iii) of this subsection.

7 (2) During the first 12 months after the qualified sale of a
8 manufactured/mobile home community to an eligible organization as
9 defined in RCW 59.20.030 whose mission aligns with the long-term
10 preservation and affordability of the manufactured/mobile home
11 community, the eligible organization may increase the rent for the
12 manufactured/mobile home community in an amount greater than allowed
13 under section 201 of this act as needed to cover the cost of
14 purchasing the manufactured/mobile home community if the increase is
15 approved by vote or agreement with the majority of the manufactured/
16 mobile home owners in the manufactured/mobile home community.

17 (3) If a rental agreement is transferred under RCW 59.20.073 due
18 to a former tenant's sale of a manufactured/mobile home, the landlord
19 has the option to make a one-time increase in an amount not limited
20 by section 201 of this act to the rent for the manufactured/mobile
21 home lot at the time of the first renewal of the rental agreement
22 after the transfer. A landlord must provide the manufactured/mobile
23 home buyer with notice of this one-time increase option prior to the
24 final transfer of the rental agreement to the buyer. If a landlord
25 exercises this one-time increase option, evidence that the proper
26 notice was provided to the buyer prior to the final transfer of the
27 rental agreement must be included along with the notice required
28 under section 203 of this act.

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

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

35 (b) Notice under this section must also:

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

39 (ii) Be served in accordance with RCW 59.12.040.

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

13 (3) "TO TENANTS: (tenant name(s))
14 AT ADDRESS: (tenant address)

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

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

24 (1) Your landlord can raise your rent and other recurring or
25 periodic charges once every 12 months by up to five percent, as
26 allowed by section 201 of this act. Your landlord is not required to
27 raise the rent or other recurring or periodic charges by any amount.

28 (2) Your landlord may be exempt from the five percent limit on
29 increases for rent and other recurring or periodic charges for the
30 reasons described in section 202 of this act. If your landlord claims
31 an exemption, your landlord is required to include supporting facts
32 with this notice.

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

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

37 Raise your rent and/or other recurring and periodic charges:
38 Your total increase in rent and other recurring or periodic charges
39 effective (date) will be (percent), which totals an additional \$

1 (dollar amount) per month, for a new total amount of \$(dollar amount)
2 per month for rent and other recurring or periodic charges.

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

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

6 The maximum increase allowed by state law.

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

10 **EXEMPTIONS CLAIMED BY LANDLORD**

11 I (landlord name) certify that I am allowed under Washington
12 state law to raise your rent and other recurring or periodic charges
13 by (percent), which is more than the maximum increase otherwise
14 allowed by state law, because I am claiming the following exemption
15 under section 202 of this act (check one of the following):

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

25 You live in a manufactured/mobile home community that was
26 purchased during the past 12 months by an eligible organization as
27 defined in RCW 59.20.030 whose mission aligns with the long-term
28 preservation and affordability of your manufactured/mobile home
29 community, so the eligible organization may increase the rent and
30 other recurring or periodic charges for your manufactured/mobile home
31 community in an amount greater than allowed under section 201 of this
32 act as needed to cover the cost of purchasing your manufactured/
33 mobile home community if the increase is approved by vote or
34 agreement with the majority of the manufactured/mobile home owners in
35 your manufactured/mobile home community. (The landlord must include
36 facts or attach documents supporting the exemption.)

37 Your manufactured/mobile home lot rental agreement is up for
38 first renewal after it was transferred to you under RCW 59.20.073, so
39 your landlord is allowed to make a one-time increase to your rent and
40 other recurring or periodic charges in an amount not limited by

1 section 201 of this act. In order to exercise this one-time increase
2 option, the landlord must have provided you with notice of this
3 option prior to the final transfer of the rental agreement to you.
4 (The landlord must include facts or attach documents supporting the
5 exemption, including evidence that proper notice of this one-time
6 increase option was provided to you prior to the final transfer of
7 the rental agreement.)"

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

10 (1) For leases or rental agreements entered into on or after the
11 effective date of this section, if a landlord charges a tenant any
12 move-in fees or security deposits, the move-in fees and security
13 deposits combined may not exceed one month's rent, unless the tenant
14 brings any pets into the tenancy, in which case the move-in fees and
15 security deposits combined may not exceed two months' rent. This
16 subsection (1) does not apply to leases or rental agreements entered
17 into before the effective date of this section even if such leases or
18 rental agreements are renewed on or after the effective date of this
19 section.

20 (2) All moneys paid to the landlord by the tenant as a deposit as
21 security for performance of the tenant's obligations in a rental
22 agreement shall promptly be deposited by the landlord in a trust
23 account, maintained by the landlord for the purpose of holding such
24 security deposits for tenants of the landlord, in a financial
25 institution as defined by RCW (~~(30.22.041)~~) 30A.22.041 or licensed
26 escrow agent located in Washington. (~~(Except as provided in~~
27 ~~subsection (2) of this section, unless)~~) Unless otherwise agreed in
28 writing, the landlord shall be entitled to receipt of interest paid
29 on such trust account deposits. The landlord shall provide the tenant
30 with a written receipt for the deposit and shall provide written
31 notice of the name and address and location of the depository and any
32 subsequent change thereof. If during a tenancy the status of landlord
33 is transferred to another, any sums in the deposit trust account
34 affected by such transfer shall simultaneously be transferred to an
35 equivalent trust account of the successor landlord, and the successor
36 landlord shall promptly notify the tenant of the transfer and of the
37 name, address and location of the new depository. The tenant's claim
38 to any moneys paid under this section shall be prior to that of any

1 creditor of the landlord, including a trustee in bankruptcy or
2 receiver, even if such moneys are commingled.

3 ~~((2) All moneys paid, in excess of two months' rent on the
4 mobile home lot, to the landlord by the tenant as a deposit as
5 security for performance of the tenant's obligations in a rental
6 agreement shall be deposited into an interest-bearing trust account
7 for the particular tenant. The interest accruing on the deposit in
8 the account, minus fees charged to administer the account, shall be
9 paid to the tenant on an annual basis. All other provisions of
10 subsection (1) of this section shall apply to deposits under this
11 subsection.))~~

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

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

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

21 (b) Reasonable rules for guest parking which shall be clearly
22 stated;

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

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

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

33 (f) A forwarding address of the tenant or the name and address of
34 a person who would likely know the whereabouts of the tenant in the
35 event of an emergency or an abandonment of the mobile home,
36 manufactured home, or park model;

37 (g) A statement that: "The park may be sold or otherwise
38 transferred at any time with the result that subsequent owners may
39 close the mobile home park, or that the landlord may close the park

1 at any time after the required closure notice as provided in RCW
2 59.20.080." The statement required by this subsection must: (i)
3 Appear in print that is in boldface and is larger than the other text
4 of the rental agreement; (ii) be set off by means of a box, blank
5 space, or comparable visual device; and (iii) be located directly
6 above the tenant's signature on the rental agreement;

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

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

14 (j) A listing of the utilities, services, and facilities which
15 will be available to the tenant during the tenancy and the nature of
16 the fees, if any, to be charged together with a statement that, in
17 the event any utilities are changed to be charged independent of the
18 rent during the term of the rental agreement, the landlord agrees to
19 decrease the amount of the rent charged proportionately;

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

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

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

29 (n) A statement of the expiration date of any conditional use,
30 temporary use, or other land use permit subject to a fixed expiration
31 date that is necessary for the continued use of the land as a mobile
32 home park; and

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

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

38 (a) Which allows the landlord to charge a fee for guest parking
39 unless a violation of the rules for guest parking occurs: PROVIDED,

1 That a fee may be charged for guest parking which covers an extended
2 period of time as defined in the rental agreement;

3 (b) Which authorizes the towing or impounding of a vehicle except
4 upon notice to the owner thereof or the tenant whose guest is the
5 owner of the vehicle;

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

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

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

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

35 (g) By which the tenant agrees to waive or forego homestead
36 rights provided by chapter 6.13 RCW. This subsection shall not
37 prohibit such waiver after a default in rent so long as such waiver
38 is in writing signed by the husband and wife or by an unmarried
39 claimant and in consideration of the landlord's agreement not to
40 terminate the tenancy for a period of time specified in the waiver if

1 the landlord would be otherwise entitled to terminate the tenancy
2 under this chapter;

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

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

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

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

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

26 For purposes of this chapter:

27 (1) "Abandoned" as it relates to a mobile home, manufactured
28 home, or park model owned by a tenant in a mobile home park, mobile
29 home park cooperative, or mobile home park subdivision or tenancy in
30 a mobile home lot means the tenant has defaulted in rent and by
31 absence and by words or actions reasonably indicates the intention
32 not to continue tenancy;

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

36 (3) "Community land trust" means a private, nonprofit, community-
37 governed, and/or membership corporation whose mission is to acquire,
38 hold, develop, lease, and steward land for making homes, farmland,
39 gardens, businesses, and other community assets permanently

1 affordable for current and future generations. A community land
2 trust's bylaws prescribe that the governing board is comprised of
3 individuals who reside in the community land trust's service area,
4 one-third of whom are currently, or could be, community land trust
5 leaseholders;

6 (4) "Eligible organization" includes community land trusts,
7 resident nonprofit cooperatives, local governments, local housing
8 authorities, nonprofit community or neighborhood-based organizations,
9 federally recognized Indian tribes in the state of Washington, and
10 regional or statewide nonprofit housing assistance organizations,
11 whose mission aligns with the long-term preservation of the
12 manufactured/mobile home community;

13 (5) "Housing and low-income assistance organization" means an
14 organization that provides tenants living in mobile home parks,
15 manufactured housing communities, and manufactured/mobile home
16 communities with information about their rights and other pertinent
17 information;

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

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

22 (8) "Local government" means a town government, city government,
23 code city government, or county government in the state of
24 Washington;

25 (9) "Manufactured home" means a single-family dwelling built
26 according to the United States department of housing and urban
27 development manufactured home construction and safety standards act,
28 which is a national preemptive building code. A manufactured home
29 also: (a) Includes plumbing, heating, air conditioning, and
30 electrical systems; (b) is built on a permanent chassis; and (c) can
31 be transported in one or more sections with each section at least
32 eight feet wide and 40 feet long when transported, or when installed
33 on the site is three hundred twenty square feet or greater;

34 (10) "Manufactured/mobile home" means either a manufactured home
35 or a mobile home;

36 (11) "Mobile home" means a factory-built dwelling built prior to
37 June 15, 1976, to standards other than the United States department
38 of housing and urban development code, and acceptable under
39 applicable state codes in effect at the time of construction or
40 introduction of the home into the state. Mobile homes have not been

1 built since the introduction of the United States department of
2 housing and urban development manufactured home construction and
3 safety act;

4 (12) "Mobile home lot" means a portion of a mobile home park or
5 manufactured housing community designated as the location of one
6 mobile home, manufactured home, or park model and its accessory
7 buildings, and intended for the exclusive use as a primary residence
8 by the occupants of that mobile home, manufactured home, or park
9 model;

10 (13) "Mobile home park cooperative" or "manufactured housing
11 cooperative" means real property consisting of common areas and two
12 or more lots held out for placement of mobile homes, manufactured
13 homes, or park models in which both the individual lots and the
14 common areas are owned by an association of shareholders which leases
15 or otherwise extends the right to occupy individual lots to its own
16 members;

17 (14) "Mobile home park subdivision" or "manufactured housing
18 subdivision" means real property, whether it is called a subdivision,
19 condominium, or planned unit development, consisting of common areas
20 and two or more lots held for placement of mobile homes, manufactured
21 homes, or park models in which there is private ownership of the
22 individual lots and common, undivided ownership of the common areas
23 by owners of the individual lots;

24 (15) "Mobile home park," "manufactured housing community," or
25 "manufactured/mobile home community" means any real property which is
26 rented or held out for rent to others for the placement of two or
27 more mobile homes, manufactured homes, or park models for the primary
28 purpose of production of income, except where such real property is
29 rented or held out for rent for seasonal recreational purpose only
30 and is not intended for year-round occupancy;

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

33 (17) "Notice of sale" means a notice required under RCW 59.20.300
34 to be delivered to all tenants of a manufactured/mobile home
35 community and other specified parties within 14 days after the date
36 on which any advertisement, listing, or public or private notice is
37 first made advertising that a manufactured/mobile home community or
38 the property on which it sits is for sale or lease. A delivered
39 notice of opportunity to compete to purchase acts as a notice of
40 sale;

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

4 (19) "Orders" means written official military orders, or any
5 written notification, certification, or verification from the service
6 member's commanding officer, with respect to the service member's
7 current or future military status;

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

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

15 (22) "Qualified sale of manufactured/mobile home community" means
16 the sale, as defined in RCW 82.45.010, of land and improvements
17 comprising a manufactured/mobile home community that is transferred
18 in a single purchase to a qualified tenant organization or to an
19 eligible organization for the purpose of preserving the property as a
20 manufactured/mobile home community;

21 (23) "Qualified tenant organization" means a formal organization
22 of tenants within a manufactured/mobile home community, with the only
23 requirement for membership consisting of being a tenant. If a
24 majority of the tenants, based on home sites within the manufactured/
25 mobile home community, agree that they want to preserve the
26 manufactured/mobile home community then they will appoint a
27 spokesperson to represent the wishes of the qualified tenant
28 organization to the landlord and the landlord's representative;

29 (24) "Recreational vehicle" means a travel trailer, motor home,
30 truck camper, or camping trailer that is primarily designed and used
31 as temporary living quarters, is either self-propelled or mounted on
32 or drawn by another vehicle, is transient, is not occupied as a
33 primary residence, and is not immobilized or permanently affixed to a
34 mobile home lot;

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

