
SENATE BILL 5740

State of Washington

69th Legislature

2025 Regular Session

By Senators Braun and Chapman

Read first time 02/13/25. Referred to Committee on Housing.

1 AN ACT Relating to eviction reform and tenant safety; amending
2 RCW 59.12.050, 59.18.050, 59.18.365, 59.18.370, 59.18.380, 59.18.640,
3 59.18.130, 59.18.180, 59.18.650, and 59.18.650; creating a new
4 section; providing an effective date; and providing an expiration
5 date.

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

7 NEW SECTION. **Sec. 1.** The legislature finds that changes to the
8 residential landlord-tenant act since 2018 have lengthened the amount
9 of time that it takes to complete an unlawful detainer action and
10 complicated the process for both landlords and tenants. The
11 legislature further finds that these changes have restricted the
12 ability of both not-for-profit and for-profit housing providers to
13 operate safe and functional rental housing. The legislature finds
14 that affordable housing communities are currently suffering the most
15 from the impact of the current regulatory regime, with many
16 affordable housing organizations questioning their ability to
17 continue to operate.

18 **Sec. 2.** RCW 59.12.050 and 1891 c 96 s 6 are each amended to read
19 as follows:

1 (1) The superior court of the county in which the property or
2 some part of it is situated shall have jurisdiction of proceedings
3 under this chapter.

4 (2) In each county, the superior court may appoint one or more
5 attorneys to act as commissioners pursuant to this chapter to
6 exercise all powers and perform all duties of a court commissioner
7 appointed pursuant to RCW 2.24.010. A person appointed under this
8 chapter as a court commissioner may also be appointed to any other
9 commissioner position authorized by law. The county legislative
10 authority must approve the creation of court commissioner positions
11 pursuant to this chapter.

12 **Sec. 3.** RCW 59.18.050 and 1973 1st ex.s. c 207 s 5 are each
13 amended to read as follows:

14 (1) The district or superior courts of this state may exercise
15 jurisdiction over any landlord or tenant with respect to any conduct
16 in this state governed by this chapter or with respect to any claim
17 arising from a transaction subject to this chapter within the
18 respective jurisdictions of the district or superior courts as
19 provided in Article IV, section 6 of the Constitution of the state of
20 Washington.

21 (2) In each county, the superior court may appoint one or more
22 attorneys to act as commissioners pursuant to this chapter to
23 exercise all powers and perform all duties of a court commissioner
24 appointed pursuant to RCW 2.24.010. A person appointed under this
25 chapter as a court commissioner may also be appointed to any other
26 commissioner position authorized by law. The county legislative
27 authority must approve the creation of court commissioner positions
28 pursuant to this chapter.

29 **Sec. 4.** RCW 59.18.365 and 2021 c 115 s 11 are each amended to
30 read as follows:

31 (1) The summons must contain the names of the parties to the
32 proceeding, the attorney or attorneys if any, the court in which the
33 same is brought, the nature of the action, in concise terms, and the
34 relief sought, and also the return day; and must notify the defendant
35 to appear and answer within the time designated or that the relief
36 sought will be taken against him or her. The summons must contain a
37 street address for service of the notice of appearance or answer and,
38 if available, a facsimile number for the plaintiff or the plaintiff's

1 attorney, if represented. The summons must be served and returned in
2 the same manner as a summons in other actions is served and returned.

3 (2) A defendant may serve a copy of an answer or notice of
4 appearance by any of the following methods:

5 (a) By delivering a copy of the answer or notice of appearance to
6 the person who signed the summons at the street address listed on the
7 summons;

8 (b) By mailing a copy of the answer or notice of appearance
9 addressed to the person who signed the summons to the street address
10 listed on the summons;

11 (c) By facsimile to the facsimile number listed on the summons.
12 Service by facsimile is complete upon successful transmission to the
13 facsimile number listed upon the summons;

14 (d) As otherwise authorized by the superior court civil rules.

15 (3) The summons for unlawful detainer actions for tenancies
16 covered by this chapter shall be substantially in the following form:

17 IN THE SUPERIOR COURT OF THE
18 STATE OF WASHINGTON
19 IN AND
20 FOR COUNTY

21 Plaintiff/ }
22 Landlord/ } NO.
23 Owner, }
24 }

25
26
27
28 vs. EVICTION SUMMONS
29 (Residential)
30 Defendant/
31 Tenant/
32 Occupant.

33 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.
34 YOUR **WRITTEN**

35 RESPONSE MUST BE RECEIVED BY: 5:00 p.m., on

36 TO: (Defendant's Name)
37 (Defendant's Address)

1 **GET HELP:** If you do not respond by the deadline above, you will
2 **lose your right to defend yourself or be represented by a lawyer if**
3 **you cannot afford one in court and could be evicted.** The court may be
4 able to appoint a lawyer to represent you without cost to you if you
5 are low-income and are unable to afford a lawyer. If you believe you
6 are a qualifying low-income renter and would like an attorney
7 appointed to represent you, please contact the Eviction Defense
8 Screening Line at 855-657-8387 or apply online at [https://](https://nwjustice.org/apply-online)
9 nwjustice.org/apply-online. For additional resources, you may call
10 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King
11 County (888) 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or
12 (888) 387-7111 for seniors (age 60 and over). You may find additional
13 information to help you at <http://www.washingtonlawhelp.org>. (~~Free~~
14 ~~or low-cost mediation services to assist in nonpayment of rent~~
15 ~~disputes before any judicial proceedings occur are also available at~~
16 ~~dispute resolution centers throughout the state. You can find your~~
17 ~~nearest dispute resolution center at <https://www.resolutionwa.org>.)~~)

18 **HOW TO RESPOND: Phone calls to your Landlord or your Landlord's**
19 **lawyer are not a response.** (~~You may respond with a "notice of~~
20 ~~appearance."~~) To defend against this lawsuit, you must respond to
21 the complaint by stating your defense in writing and by serving a
22 copy upon the person signing this summons. If you do not respond on
23 or before the deadline stated above, a default judgment may be
24 entered against you without notice. A default judgment is one where
25 the plaintiff is entitled to what she or he asks for because you have
26 not responded.

27 If you serve a notice of appearance on the undersigned person,
28 you are entitled to notice before a default judgment may be entered.

29 This is a letter that includes the following:

- 30 (1) A statement that you are appearing in the court case
- 31 (2) Names of the landlord(s) and the tenant(s) (as listed above)
- 32 (3) Your name, your address where legal documents may be sent,
33 your signature, phone number (if any), and case number (if the case
34 is filed)

35 This case is / is not filed with the court. If this case is
36 filed, you need to also file your response with the court by
37 delivering a copy to the clerk of the court at:
38 (Clerk's Office/Address/Room number/Business hours of court clerk)

39 **WHERE TO RESPOND:** You must mail, fax, or hand deliver your
40 response letter to your Landlord's lawyer, or if no lawyer is named

1 in the complaint, to your Landlord. If you mail the response letter,
2 you must do it 3 days before the deadline above. Request receipt of a
3 proof of mailing from the post office. If you hand deliver or fax it,
4 you must do it by the deadline above. The address is:

- 5 (Attorney/Landlord Name)
- 6 (Address)
- 7 (Fax - required if available)

8 **COURT DATE:** If you respond to this Summons, you will be notified
9 of your hearing date in a document called an "Order to Show Cause."
10 This is usually mailed to you. If you are appointed a lawyer, this
11 notice will be sent to your lawyer. If you get notice of a hearing,
12 **you must go to the hearing.** If you do not show up, your landlord can
13 evict you. Your landlord might also charge you more money. If you
14 move before the court date, you must tell your landlord or the
15 landlord's attorney.

16 This summons is issued pursuant to RCW 59.18.365 and Rule 4 of
17 the superior court civil rules of the state of Washington.

18 (Signed)
19 Print or Type name
20 Dated:

21 **Sec. 5.** RCW 59.18.370 and 2005 c 130 s 2 are each amended to
22 read as follows:

23 The plaintiff, at the time of commencing an action of forcible
24 entry or detainer or unlawful detainer, or at any time afterwards,
25 upon filing the complaint, may apply to the superior court in which
26 the action is pending for an order directing the defendant to appear
27 and show cause, if any he or she has, why a writ of restitution
28 should not issue restoring to the plaintiff possession of the
29 property in the complaint described, and the judge shall by order fix
30 a time and place for a hearing of the motion, which shall not be less
31 than seven nor more than ~~((thirty))~~ 30 days from the date of
32 ~~((service of the order upon defendant))~~ presentation of the motion. A
33 copy of the order, together with a copy of the summons and complaint
34 if not previously served upon the defendant, shall be served upon the
35 defendant not less than seven days prior to the date of the hearing.
36 The order shall notify the defendant that if he or she fails to file
37 a written answer, appear, and show cause at the time and place
38 specified by the order the court may order the sheriff to restore
39 possession of the property to the plaintiff and may grant such other

1 relief as may be prayed for in the complaint and provided by this
2 chapter.

3 **Sec. 6.** RCW 59.18.380 and 2011 c 132 s 18 are each amended to
4 read as follows:

5 (1) At the time and place fixed for the hearing of plaintiff's
6 motion for a writ of restitution, the defendant, or any person in
7 possession or claiming possession of the property, may (~~answer,~~
8 ~~orally or in writing, and assert~~) present evidence in support of any
9 legal or equitable defense or set-off arising out of the tenancy(~~(-~~
10 ~~If the answer is oral the substance thereof shall be endorsed on the~~
11 ~~complaint by the court.~~) and specified in the written answer. If a
12 written answer is not filed prior to the date of the hearing, the
13 defendant, or any person in possession or claiming possession of the
14 property, shall be limited to disputing whether the plaintiff has met
15 the burden of proof.

16 (2) The court shall examine the parties and witnesses orally to
17 ascertain the merits of the complaint and answer, and if it shall
18 appear by a preponderance of the evidence that the plaintiff has the
19 right to be restored to possession of the property, the court shall
20 enter an order directing the issuance of a writ of restitution,
21 returnable (~~ten~~) 10 days after its date, restoring to the plaintiff
22 possession of the property (~~and if~~). If it shall appear to the
23 court that there is no substantial issue of material fact of the
24 right of the plaintiff to be granted other relief as prayed for in
25 the complaint and provided for in this chapter, the court may enter
26 an order and judgment granting so much of such relief as may be
27 sustained by the proof, and the court may grant such other relief as
28 may be prayed for in the plaintiff's complaint and provided for in
29 this chapter, then the court shall enter an order denying any relief
30 sought by the plaintiff for which the court has determined that the
31 plaintiff has no right as a matter of law: PROVIDED, That within
32 three days after the service of the writ of restitution issued prior
33 to final judgment, the defendant, or person in possession of the
34 property, may, in any action for the recovery of possession of the
35 property for failure to pay rent, stay the execution of the writ
36 pending final judgment by paying into court or to the plaintiff, as
37 the court directs, all rent found to be due, and in addition by
38 paying, on a monthly basis pending final judgment, an amount equal to
39 the monthly rent called for by the lease or rental agreement at the

1 time the complaint was filed: PROVIDED FURTHER, That before any writ
2 shall issue prior to final judgment the plaintiff shall execute to
3 the defendant and file in the court a bond in such sum as the court
4 may order, with sufficient surety to be approved by the clerk,
5 conditioned that the plaintiff will prosecute his or her action
6 without delay, and will pay all costs that may be adjudged to the
7 defendant, and all damages which he or she may sustain by reason of
8 the writ of restitution having been issued, should the same be
9 wrongfully sued out. The court shall also enter an order directing
10 the parties to proceed to trial on the complaint and answer in the
11 usual manner.

12 (3) If it appears to the court that by a preponderance of the
13 evidence the plaintiff should not be restored to possession of the
14 property, the court shall deny plaintiff's motion for a writ of
15 restitution and enter an order directing the parties to proceed to
16 trial within thirty days on the complaint and answer. If it appears
17 to the court that there is a substantial issue of material fact as to
18 whether or not the plaintiff is entitled to other relief as is prayed
19 for in plaintiff's complaint and provided for in this chapter, or
20 that there is a genuine issue of a material fact pertaining to a
21 legal or equitable defense or set-off raised in the defendant's
22 answer, the court shall grant or deny so much of plaintiff's other
23 relief sought and so much of defendant's defenses or set-off claimed,
24 as may be proper.

25 (4) If the court orders trial on any issue, it shall still grant
26 relief as described above for any issue which it determines does not
27 require trial. In its order setting trial, the court shall identify
28 with specificity each issue requiring trial and shall grant
29 appropriate relief to the appropriate party on all other issues. The
30 provisions of superior court civil rule 54(b) do not apply to any
31 order entered at a show cause hearing held pursuant to this section.

32 (5) The hearing described in this section may not be continued on
33 grounds of availability or unavailability of indigent counsel
34 appointed pursuant to RCW 59.18.640 unless counsel for the defendant
35 was assigned at least seven days prior to the date of the hearing.

36 **Sec. 7.** RCW 59.18.640 and 2021 c 115 s 8 are each amended to
37 read as follows:

38 (1) Subject to the availability of amounts appropriated for this
39 specific purpose, the court must appoint an attorney for an indigent

1 tenant in an unlawful detainer proceeding under this chapter and
2 chapter(~~s 59.12 and~~) 59.20 RCW. The office of civil legal aid is
3 responsible for implementation of this subsection as provided in RCW
4 2.53.050, and the state shall pay the costs of legal services
5 provided by an attorney appointed pursuant to this subsection. In
6 implementing this section, the office of civil legal aid shall assign
7 priority to providing legal representation to indigent tenants in
8 those counties in which the most evictions occur and to indigent
9 tenants who are disproportionately at risk of eviction.

10 (2) For purposes of this section, "indigent" means any person
11 who, at any stage of a court proceeding, is:

12 (a) Receiving one of the following types of public assistance:
13 Temporary assistance for needy families, aged, blind, or disabled
14 assistance benefits, medical care services under RCW 74.09.035,
15 pregnant women assistance benefits, poverty-related veterans'
16 benefits, food stamps or food stamp benefits transferred
17 electronically, refugee resettlement benefits, medicaid, or
18 supplemental security income; or

19 (b) Receiving an annual income, after taxes, of 200 percent or
20 less of the current federally established poverty level.

21 (3)(a) An attorney may not be appointed for an indigent tenant
22 pursuant to this section unless the office of civil legal aid
23 receives the following information prior to the defendant's response
24 deadline specified in the summons:

25 (i) Documented verification that the tenant meets the public
26 assistance criteria described in subsection (2)(a) of this section;
27 or

28 (ii) Documented verification that the tenant meets the income
29 criteria described in subsection (2)(b) of this section.

30 (b) The office of civil legal aid shall require documented
31 verification of income or participation in a public assistance
32 program as described in this subsection (3).

33 (4) A party may not recover legal fees for legal services
34 provided pursuant to this section.

35 **Sec. 8.** RCW 59.18.130 and 2023 c 331 s 6 are each amended to
36 read as follows:

37 Each tenant shall pay the rental amount at such times and in such
38 amounts as provided for in the rental agreement or as otherwise
39 provided by law and comply with all obligations imposed upon tenants

1 by applicable provisions of all municipal, county, and state codes,
2 statutes, ordinances, and regulations, and in addition shall:

3 (1) Keep that part of the premises which he or she occupies and
4 uses as clean and sanitary as the conditions of the premises permit;

5 (2) Properly dispose from his or her dwelling unit all rubbish,
6 garbage, and other organic or flammable waste, in a clean and
7 sanitary manner at reasonable and regular intervals, and assume all
8 costs of extermination and fumigation for infestation caused by the
9 tenant;

10 (3) Properly use and operate all electrical, gas, heating,
11 plumbing and other fixtures and appliances supplied by the landlord;

12 (4) Not intentionally or negligently destroy, deface, damage,
13 impair, or remove any part of the structure or dwelling, with the
14 appurtenances thereto, including the facilities, equipment,
15 furniture, furnishings, and appliances, or permit any member of his
16 or her family, invitee, licensee, or any person acting under his or
17 her control to do so. Violations may be prosecuted under chapter
18 9A.48 RCW if the destruction is intentional and malicious;

19 (5) Not permit a nuisance or common waste;

20 (6) Not engage in drug-related activity at the rental premises,
21 or allow a subtenant, sublessee, resident, or anyone else to engage
22 in drug-related activity at the rental premises with the knowledge or
23 consent of the tenant. "Drug-related activity" means that activity
24 which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

25 (7) Maintain the smoke detection device in accordance with the
26 manufacturer's recommendations, including the replacement of
27 batteries where required for the proper operation of the smoke
28 detection device, as required in RCW 43.44.110(3);

29 (8) Not engage in any activity at the rental premises that is:

30 (a) Imminently hazardous to the physical safety of other persons
31 on the premises; and

32 (b) (i) Entails physical assaults upon another person (~~which~~
33 ~~result in an arrest~~); or

34 (ii) Entails the unlawful use of a firearm or other deadly weapon
35 as defined in RCW 9A.04.110 (~~which results in an arrest~~), including
36 threatening another tenant or the landlord with a firearm or other
37 deadly weapon under RCW 59.18.352. Nothing in this subsection (8)
38 shall authorize the termination of tenancy and eviction of the victim
39 of a physical assault or the victim of the use or threatened use of a
40 firearm or other deadly weapon;

1 (9) Not engage in any gang-related activity at the premises, as
2 defined in RCW 59.18.030, or allow another to engage in such activity
3 at the premises, that renders people in at least two or more dwelling
4 units or residences insecure in life or the use of property or that
5 injures or endangers the safety or health of people in at least two
6 or more dwelling units or residences. In determining whether a tenant
7 is engaged in gang-related activity, a court should consider the
8 totality of the circumstances, including factors such as whether
9 there have been a significant number of complaints to the landlord
10 about the tenant's activities at the property, damages done by the
11 tenant to the property, including the property of other tenants or
12 neighbors, harassment or threats made by the tenant to other tenants
13 or neighbors that have been reported to law enforcement agencies, any
14 police incident reports involving the tenant, and the tenant's
15 criminal history; and

16 (10) Upon termination and vacation, restore the premises to their
17 initial condition except for wear resulting from ordinary use of the
18 premises or conditions caused by failure of the landlord to comply
19 with his or her obligations under this chapter. The tenant shall not
20 be charged for normal cleaning if he or she has paid a nonrefundable
21 cleaning fee.

22 **Sec. 9.** RCW 59.18.180 and 2011 c 132 s 10 are each amended to
23 read as follows:

24 ~~(1) ((If the tenant fails to comply with any portion of RCW~~
25 ~~59.18.130 or 59.18.140, and such noncompliance can (a) substantially~~
26 ~~affect the health and safety of the tenant or other tenants, or~~
27 ~~substantially increase the hazards of fire or accident, and (b) be~~
28 ~~remedied by repair, replacement of a damaged item, or cleaning, the~~
29 ~~tenant shall comply within thirty days after written notice by the~~
30 ~~landlord specifying the noncompliance, or, in the case of emergency~~
31 ~~as promptly as conditions require. If the tenant fails to remedy the~~
32 ~~noncompliance within that period the landlord may enter the dwelling~~
33 ~~unit and cause the work to be done and submit an itemized bill of the~~
34 ~~actual and reasonable cost of repair, to be payable on the next date~~
35 ~~when periodic rent is due, or on terms mutually agreed to by the~~
36 ~~landlord and tenant, or immediately if the rental agreement has~~
37 ~~terminated. The tenant shall have a defense to an unlawful detainer~~
38 ~~action filed solely on this ground if it is determined at the hearing~~
39 ~~authorized under the provisions of chapter 59.12 RCW that the tenant~~

1 ~~is in substantial compliance with the provisions of this section, or~~
2 ~~if the tenant remedies the noncomplying condition within the thirty~~
3 ~~day period provided for above or any shorter period determined at the~~
4 ~~hearing to have been required because of an emergency: PROVIDED, That~~
5 ~~if the defective condition is remedied after the commencement of an~~
6 ~~unlawful detainer action, the tenant may be liable to the landlord~~
7 ~~for statutory costs and reasonable attorneys' fees.~~

8 ~~(2) Any other))~~ Except as provided in (a) through (c) of this
9 subsection (1), substantial noncompliance by the tenant of RCW
10 59.18.130 or 59.18.140 constitutes a ground for commencing an action
11 in unlawful detainer in accordance with chapter 59.12 RCW. A landlord
12 may commence such action at any time after written notice pursuant to
13 chapter 59.12 RCW.

14 ~~((3))~~ (a) If drug-related activity is alleged to be a basis for
15 termination of tenancy under RCW 59.18.130(6), 59.12.030(5), or
16 59.20.140(5), the compliance provisions of this section do not apply
17 and the landlord may proceed directly to an unlawful detainer action.

18 ~~((4))~~ (b) If criminal activity on the premises as described in
19 RCW 59.18.130(8) is alleged to be the basis for termination of the
20 tenancy, and the ~~((tenant is arrested as a result of this))~~ activity
21 results in the tenant's custodial or noncustodial arrest, then the
22 compliance provisions of this section do not apply and the landlord
23 may proceed directly to an unlawful detainer action against the
24 tenant who was arrested for this activity.

25 ~~((5))~~ (c) If gang-related activity, as prohibited under RCW
26 59.18.130(9), is alleged to be the basis for termination of the
27 tenancy, then the compliance provisions of this section do not apply
28 and the landlord may proceed directly to an unlawful detainer action
29 in accordance with chapter 59.12 RCW, and a landlord may commence
30 such an action at any time after written notice under chapter 59.12
31 RCW.

32 ~~((6))~~ (2) A landlord may not be held liable in any cause of
33 action for bringing an unlawful detainer action against a tenant for
34 drug-related activity, for creating an imminent hazard to the
35 physical safety of others, or for engaging in gang-related activity
36 that renders people in at least two or more dwelling units or
37 residences insecure in life or the use of property or that injures or
38 endangers the safety or health of people in at least two or more
39 dwelling units or residences under this section, if the unlawful
40 detainer action was brought in good faith. Nothing in this section

1 shall affect a landlord's liability under RCW 59.18.380 to pay all
2 damages sustained by the tenant should the writ of restitution be
3 wrongfully sued out.

4 **Sec. 10.** RCW 59.18.650 and 2021 c 212 s 2 are each amended to
5 read as follows:

6 (1) (a) A landlord may (~~not~~) evict a tenant, refuse to continue
7 a tenancy, or end a periodic tenancy (~~except~~) only for the causes
8 enumerated in (~~subsection (2) of this section and as otherwise~~
9 ~~provided in this subsection~~) this chapter. A landlord may end a
10 tenancy without cause only as provided in (b) and (c) of this
11 subsection (1).

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~~

21 ~~(ii) The)) and the~~ landlord has provided the tenant before the
22 end of the initial lease period at least 60 days' advance written
23 notice ending the tenancy, served in a manner consistent with RCW
24 59.12.040, then a landlord may end such a tenancy at the end of the
25 initial period of the rental agreement without cause.

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~~) this chapter. Upon the end date of
20 the tenancy of a specified period, the tenancy becomes a month-to-
21 month tenancy.

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

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

28 (2) (~~The following reasons listed in this subsection constitute~~
29 ~~cause pursuant to subsection (1) of this section)~~ A landlord may
30 evict a tenant, refuse to continue a tenancy, or end a periodic
31 tenancy for any of the following causes:

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

39 (b) The tenant continues in possession after substantial breach
40 of a material program requirement of subsidized housing, material

1 term subscribed to by the tenant within the lease or rental
2 agreement, or a tenant obligation imposed by law, other than one for
3 monetary damages, and after the landlord has served written notice
4 specifying the acts or omissions constituting the breach and
5 requiring, in the alternative, that the breach be remedied or the
6 rental agreement will end, and the breach has not been adequately
7 remedied by the date specified in the notice, which date must be at
8 least 10 days after service of the notice;

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

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

29 (e) The tenant continues in possession after the owner elects to
30 sell a single dwelling unit, which includes but is not limited to a
31 single-family residence, a condominium unit, a townhouse unit, or any
32 other similar type of dwelling unit, and the landlord has provided at
33 least 90 days' advance written notice of the date the tenant's
34 possession is to end. For the purposes of this subsection (2)(e), an
35 owner "elects to sell" when the owner makes reasonable attempts to
36 sell the ((dwelling)) unit within 30 days after the tenant has
37 vacated, including, at a minimum, listing it for sale at a reasonable
38 price with a realty agency or advertising it for sale at a reasonable
39 price by listing it on the real estate multiple listing service.

1 There shall be a rebuttable presumption that the owner did not intend
2 to sell the unit if:

3 (i) Within 30 days after the tenant has vacated, the owner does
4 not list the (~~(single-family dwelling)~~) unit for sale at a reasonable
5 price with a realty agency or advertise it for sale at a reasonable
6 price by listing it on the real estate multiple listing service; or
7 (ii) Within 90 days after the date the tenant vacated or the date
8 the property was listed for sale, whichever is later, the owner
9 withdraws the (~~(rental)~~) unit from the market, the landlord rents the
10 unit to someone other than the former tenant, or the landlord
11 otherwise indicates that the owner does not intend to sell the unit;

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

15 (g) The tenant continues in possession after the owner elects to
16 withdraw the premises to pursue a conversion pursuant to RCW
17 64.34.440 or 64.90.655;

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

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

32 (j) The tenant continues in possession of a dwelling unit in
33 transitional housing after having received at least 30 days' advance
34 written notice to vacate (~~(in advance of the expiration of the
35 transitional housing program, the tenant has aged out of the
36 transitional housing program, or the tenant has completed an
37 educational or training or service program and is no longer eligible
38 to participate in the transitional housing program)~~). Nothing in this
39 subsection (2)(j) prohibits the ending of a tenancy in transitional

1 housing for any of the other causes specified in this (~~subsection~~)
2 chapter;

3 (k) The tenant continues in possession of a dwelling unit after
4 the expiration of a rental agreement without signing a proposed new
5 rental agreement proffered by the landlord; provided, that the
6 landlord proffered the proposed new rental agreement at least 30 days
7 prior to the expiration of the current rental agreement and that any
8 new terms and conditions of the proposed new rental agreement are
9 reasonable. This subsection (2)(k) does not apply to tenants whose
10 tenancies are or have become periodic;

11 (l) The tenant continues in possession after having received at
12 least 30 days' advance written notice to vacate due to (~~intentional,~~
13 ~~knowing,~~ and) a material misrepresentation(~~s~~) or omission(~~s~~)
14 made on the tenant's application at the inception of the tenancy
15 that, had (~~these~~) the misrepresentation(~~s~~) or omission(~~s~~) not
16 been made, would have resulted in the landlord requesting additional
17 information or taking an adverse action;

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

30 (n)(i) The tenant continues in possession after having received
31 at least 60 days' written notice to vacate prior to the end of the
32 period or rental agreement (~~and~~), the tenant has committed four or
33 more of the following violations(~~, other than ones for monetary~~
34 ~~damages,~~) within the preceding 12-month period, (~~the tenant has~~
35 ~~remedied or cured the violation,~~) and the landlord (~~has~~) provided
36 the tenant with a written warning notice at the time of each
37 violation: A substantial breach of a material program requirement of
38 subsidized housing, a substantial breach of a material term
39 subscribed to by the tenant within the lease or rental agreement, a
40 substantial or repeated and unreasonable interference with the

1 health, safety, and welfare of, or use and enjoyment of the premises
2 by, the landlord or neighbors of the tenant, or a substantial breach
3 of a tenant obligation imposed by law;

4 (ii) Each written warning notice must (~~(A)~~
5 ~~(A) Specify the violation;~~
6 ~~(B) Provide the tenant an opportunity to cure the violation;~~
7 ~~(C) State~~) state that the landlord may choose to end the tenancy
8 at the end of the rental term if there are four violations within a
9 12-month period preceding the end of the term (~~(A)~~) and (~~(D) State~~)
10 state that correcting the fourth or subsequent violation is not a
11 defense to the ending of the lease under this subsection (~~(A)~~

12 ~~(iii) The 60-day notice to vacate must:~~
13 ~~(A) State that the rental agreement will end upon the specified~~
14 ~~ending date for the rental term or upon a designated date not less~~
15 ~~than 60 days after the delivery of the notice, whichever is later;~~
16 ~~(B) Specify the reason for ending the lease and supporting facts;~~
17 ~~and~~
18 ~~(C) Be served to the tenant concurrent with or after the fourth~~
19 ~~or subsequent written warning notice;~~

20 ~~(iv) The notice under this subsection must include all notices~~
21 ~~supporting the basis of ending the lease;~~

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

24 ~~(vi))~~). This subsection (2)(n) does not absolve a landlord from
25 demonstrating by admissible evidence that the four or more violations
26 constituted breaches under (b) of this subsection at the time of the
27 violation (~~(had the tenant not remedied or cured the violation)~~);

28 (o) The tenant continues in possession after having received at
29 least (~~(60)~~) 30 days' advance written notice to vacate prior to the
30 end of the rental period or rental agreement if the tenant is
31 required to register as a sex offender during the tenancy, or failed
32 to disclose a requirement to register as a sex offender when required
33 in the rental application or otherwise known to the property owner at
34 the beginning of the tenancy;

35 (p) The tenant continues in possession after having received at
36 least 20 days' advance written notice to vacate prior to the end of
37 the rental period or rental agreement if the tenant has made unwanted
38 sexual advances or other acts of sexual harassment directed at the
39 property owner, property manager, property employee, (~~(or)~~) another
40 tenant (~~(based on the person's race, gender, or other protected~~

1 ~~status in violation of any covenant or term in the lease)), or any~~
2 ~~other person on or near the property;~~

3 ~~(g) The tenant, occupant, or guest of the tenant or occupant~~
4 ~~engages in drug-related activity on or near the premises as described~~
5 ~~in RCW 59.18.130(6), 59.12.030(5), or 59.20.140(5);~~

6 ~~(r) The tenant, occupant, or guest of the tenant or occupant~~
7 ~~engages in criminal activity on or near the premises as described in~~
8 ~~RCW 59.18.130(8) and the activity results in the arrest of the~~
9 ~~tenant, occupant, or guest of the tenant or occupant;~~

10 ~~(s) The tenant, occupant, or guest of the tenant or occupant~~
11 ~~engages in gang-related activity on or near the premises as described~~
12 ~~in RCW 59.18.130(9) and the activity results in the arrest of the~~
13 ~~tenant, occupant, or guest of the tenant or occupant.~~

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

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

38 ~~(5)) Nothing in subsection (2)(d), (e), or (f) of this section~~
39 ~~permits a landlord to end a tenancy for a specified period before the~~
40 ~~completion of the term unless the landlord and the tenant mutually~~

1 consent, in writing, to ending the tenancy early and the tenant is
2 afforded at least 60 days to vacate.

3 ~~((6) All written notices required under subsection (2) of this
4 section must:~~

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

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

13 **Sec. 11.** RCW 59.18.650 and 2024 c 321 s 409 are each amended to
14 read as follows:

15 (1) (a) A landlord may ~~((not))~~ evict a tenant, refuse to continue
16 a tenancy, or end a periodic tenancy ~~((except))~~ only for the causes
17 enumerated in ~~((subsection (2) of this section and as otherwise
18 provided in this subsection))~~ this chapter. A landlord may end a
19 tenancy without cause only as provided in (b) and (c) of this
20 subsection (1).

21 (b) If a landlord and tenant enter into a rental agreement that
22 provides for the tenancy to continue for an indefinite period on a
23 month-to-month or periodic basis after the agreement expires, ~~((the
24 landlord may not end the tenancy except for the causes enumerated in
25 subsection (2) of this section; however, a landlord may end such a
26 tenancy at the end of the initial period of the rental agreement
27 without cause only if:~~

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

30 ~~(ii) The))~~ and the landlord has provided the tenant before the
31 end of the initial lease period at least 60 days' advance written
32 notice ending the tenancy, served in a manner consistent with RCW
33 59.12.040, then a landlord may end such a tenancy at the end of the
34 initial period of the rental agreement without cause.

35 (c) If a landlord and tenant enter into a rental agreement for a
36 specified period in which the tenancy by the terms of the rental
37 agreement does not continue for an indefinite period on a month-to-
38 month or periodic basis after the end of the specified period, ~~((the~~

1 ~~landlord may end such a tenancy without cause upon expiration of the~~
2 ~~specified period only if:~~

3 ~~(i) At the inception of the tenancy, the landlord and tenant~~
4 ~~entered into a rental agreement of 12 months or more for a specified~~
5 ~~period, or the landlord and tenant have continuously and without~~
6 ~~interruption entered into successive rental agreements of six months~~
7 ~~or more for a specified period since the inception of the tenancy;~~

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

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

24 (d) For all other tenancies of a specified period not covered
25 under (b) or (c) of this subsection, and for tenancies of an
26 indefinite period on a month-to-month or periodic basis, a landlord
27 may not end the tenancy except for the causes enumerated in
28 ((~~subsection (2) of this section~~)) this chapter. Upon the end date of
29 the tenancy of a specified period, the tenancy becomes a month-to-
30 month tenancy.

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

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

37 (2) ((~~The following reasons listed in this subsection constitute~~
38 ~~cause pursuant to subsection (1) of this section~~)) A landlord may
39 evict a tenant, refuse to continue a tenancy, or end a periodic
40 tenancy for any of the following causes:

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

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

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

25 (d) The tenant continues in possession after the landlord of a
26 dwelling unit in good faith seeks possession so that the owner or his
27 or her immediate family may occupy the unit as that person's
28 principal residence and no substantially equivalent unit is vacant
29 and available to house the owner or his or her immediate family in
30 the same building, and the owner has provided at least 90 days'
31 advance written notice of the date the tenant's possession is to end.
32 There is a rebuttable presumption that the owner did not act in good
33 faith if the owner or immediate family fails to occupy the unit as a
34 principal residence for at least 60 consecutive days during the 90
35 days immediately after the tenant vacated the unit pursuant to a
36 notice to vacate using this subsection (2)(d) as the cause for the
37 lease ending;

38 (e) The tenant continues in possession after the owner elects to
39 sell a single dwelling unit, which includes but is not limited to a
40 single-family residence, a condominium unit, a townhouse unit, or any

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

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

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

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

23 (g) The tenant continues in possession after the owner elects to
24 withdraw the premises to pursue a conversion pursuant to RCW
25 64.90.655;

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

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

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

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

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

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

38 (n)(i) The tenant continues in possession after having received
39 at least 60 days' written notice to vacate prior to the end of the
40 period or rental agreement (~~and~~), the tenant has committed four or

1 more of the following violations (~~(, other than ones for monetary~~
2 ~~damages,)~~) within the preceding 12-month period, (~~(the tenant has~~
3 ~~remedied or cured the violation,)~~) and the landlord (~~(has)~~) provided
4 the tenant with a written warning notice at the time of each
5 violation: A substantial breach of a material program requirement of
6 subsidized housing, a substantial breach of a material term
7 subscribed to by the tenant within the lease or rental agreement, a
8 substantial or repeated and unreasonable interference with the
9 health, safety, and welfare of, or use and enjoyment of the premises
10 by, the landlord or neighbors of the tenant, or a substantial breach
11 of a tenant obligation imposed by law;

12 (ii) Each written warning notice must (~~(~~
13 ~~(A) Specify the violation;~~
14 ~~(B) Provide the tenant an opportunity to cure the violation;~~
15 ~~(C) State)~~) state that the landlord may choose to end the tenancy
16 at the end of the rental term if there are four violations within a
17 12-month period preceding the end of the term (~~(~~) and (~~(D) State)~~)
18 state that correcting the fourth or subsequent violation is not a
19 defense to the ending of the lease under this subsection (~~(~~

20 ~~(iii) The 60-day notice to vacate must:~~
21 ~~(A) State that the rental agreement will end upon the specified~~
22 ~~ending date for the rental term or upon a designated date not less~~
23 ~~than 60 days after the delivery of the notice, whichever is later;~~
24 ~~(B) Specify the reason for ending the lease and supporting facts;~~
25 and

26 ~~(C) Be served to the tenant concurrent with or after the fourth~~
27 ~~or subsequent written warning notice;~~

28 ~~(iv) The notice under this subsection must include all notices~~
29 ~~supporting the basis of ending the lease;~~

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

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

36 (o) The tenant continues in possession after having received at
37 least (~~(60)~~) 30 days' advance written notice to vacate prior to the
38 end of the rental period or rental agreement if the tenant is
39 required to register as a sex offender during the tenancy, or failed
40 to disclose a requirement to register as a sex offender when required

1 in the rental application or otherwise known to the property owner at
2 the beginning of the tenancy;

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

11 (q) The tenant, occupant, or guest of the tenant or occupant
12 engages in drug-related activity on or near the premises as described
13 in RCW 59.18.130(6), 59.12.030(5), or 59.20.140(5);

14 (r) The tenant, occupant, or guest of the tenant or occupant
15 engages in criminal activity on or near the premises as described in
16 RCW 59.18.130(8) and the activity results in the arrest of the
17 tenant, occupant, or guest of the tenant or occupant;

18 (s) The tenant, occupant, or guest of the tenant or occupant
19 engages in gang-related activity on or near the premises as described
20 in RCW 59.18.130(9) and the activity results in the arrest of the
21 tenant, occupant, or guest of the tenant or occupant.

22 ~~(3) ((When a tenant has permanently vacated due to voluntary or
23 involuntary events, other than by the ending of the tenancy by the
24 landlord, a landlord must serve a notice to any remaining occupants
25 who had coresided with the tenant at least six months prior to and up
26 to the time the tenant permanently vacated, requiring the occupants
27 to either apply to become a party to the rental agreement or vacate
28 within 30 days of service of such notice. In processing any
29 application from a remaining occupant under this subsection, the
30 landlord may require the occupant to meet the same screening,
31 background, and financial criteria as would any other prospective
32 tenant to continue the tenancy. If the occupant fails to apply within
33 30 days of receipt of the notice in this subsection, or the
34 application is denied for failure to meet the criteria, the landlord
35 may commence an unlawful detainer action under this chapter. If an
36 occupant becomes a party to the tenancy pursuant to this subsection,
37 a landlord may not end the tenancy except as provided under
38 subsection (2) of this section. This subsection does not apply to
39 tenants residing in subsidized housing.~~

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

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

12 ~~((6) All written notices required under subsection (2) of this~~
13 ~~section must:~~

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

15 ~~(b) Identify the facts and circumstances known and available to~~
16 ~~the landlord at the time of the issuance of the notice that support~~
17 ~~the cause or causes with enough specificity so as to enable the~~
18 ~~tenant to respond and prepare a defense to any incidents alleged. The~~
19 ~~landlord may present additional facts and circumstances regarding the~~
20 ~~allegations within the notice if such evidence was unknown or~~
21 ~~unavailable at the time of the issuance of the notice.))~~

22 NEW SECTION. **Sec. 12.** Section 10 of this act expires January 1,
23 2028.

24 NEW SECTION. **Sec. 13.** Section 11 of this act takes effect
25 January 1, 2028.

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