
SUBSTITUTE HOUSE BILL 1124

State of Washington

68th Legislature

2023 Regular Session

By House Housing (originally sponsored by Representatives Peterson, Fitzgibbon, Taylor, Street, Berry, Bateman, Ramel, Doglio, Macri, Simmons, Chopp, Lekanoff, Thai, Bergquist, Stonier, Pollet, Riccelli, and Ormsby)

1 AN ACT Relating to protecting tenants from excessive rent and
2 related fees by providing at least six months' notice for rent
3 increases over a certain amount, allowing tenants the right to
4 terminate a tenancy without penalty, and limiting late fees; amending
5 RCW 59.18.140, 59.18.650, 59.18.170, 59.18.230, 59.20.090, 59.20.060,
6 and 59.20.070; and adding a new section to chapter 59.18 RCW.

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

8 NEW SECTION. **Sec. 1.** A new section is added to chapter 59.18
9 RCW to read as follows:

10 (1)(a) A landlord may not increase the rent paid by a tenant in
11 an amount greater than five percent above the base rent without
12 providing written notice between 180 and 220 days before the increase
13 takes effect.

14 (b) The notice must inform the tenant, in clear language, that
15 because the landlord seeks to increase the rent paid by the tenant in
16 an amount greater than five percent above the base rent, pursuant to
17 subsection (2) of this section, the tenant may terminate the tenancy
18 at any point prior to the effective date of the increase by providing
19 at least 20 days' notice for a month-to-month or periodic tenancy or
20 at least 45 days' notice for a tenancy of a specified period and, in

1 that case, shall only owe pro rata rent through the date upon which
2 the tenant surrenders the premises.

3 (2) If a landlord seeks to increase the amount of rent by more
4 than five percent, the tenant may terminate the tenancy at any point
5 prior to the effective date of the increase by providing at least 20
6 days' notice for a month-to-month or periodic tenancy or at least 45
7 days' notice for a tenancy of a specified period and, in that case,
8 shall only owe pro rata rent through the date upon which the tenant
9 surrenders the premises.

10 (3) (a) Any notice of an increase in the amount of rent under this
11 section must be served in accordance with RCW 59.12.040.

12 (b) A landlord may not charge a tenant for the service of any
13 notice required by this section.

14 (4) A landlord may not increase the rent an amount greater than
15 five percent above the base rent except in accordance with this
16 section. A tenant who is charged rent in violation of this section,
17 and pays rent in excess of amounts permitted by this section, shall
18 have a cause of action against the landlord to recover actual damages
19 in the amount of the excess rent paid, together with treble damages,
20 costs, and reasonable attorneys' fees.

21 (5) For the purposes of this section, "base rent" means the
22 lowest monthly or periodic rent paid by the tenant in the 12 months
23 preceding the date of the notice of rent increase. "Base rent" does
24 not include amounts paid for utilities.

25 **Sec. 2.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
26 read as follows:

27 (1) The tenant shall conform to all reasonable obligations or
28 restrictions, whether denominated by the landlord as rules, rental
29 agreement, rent, or otherwise, concerning the use, occupation, and
30 maintenance of his or her dwelling unit, appurtenances thereto, and
31 the property of which the dwelling unit is a part if such obligations
32 and restrictions are not in violation of any of the terms of this
33 chapter and are not otherwise contrary to law, and if such
34 obligations and restrictions are brought to the attention of the
35 tenant at the time of his or her initial occupancy of the dwelling
36 unit and thus become part of the rental agreement.

37 (2) Except for termination of tenancy and an increase in the
38 amount of rent, after (~~thirty~~) 30 days written notice to each
39 affected tenant, a new rule of tenancy may become effective upon

1 completion of the term of the rental agreement or sooner upon mutual
2 consent.

3 (3) (a) Except as provided in section 1(1)(a) of this act and (b)
4 of this subsection, a landlord shall provide a minimum of (~~sixty~~)
5 60 days' prior written notice of an increase in the amount of rent to
6 each affected tenant, and any increase in the amount of rent may not
7 become effective prior to the completion of the term of the rental
8 agreement.

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

16 **Sec. 3.** RCW 59.18.650 and 2021 c 212 s 2 are each amended to
17 read as follows:

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

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

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

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

34 (c) If a landlord and tenant enter into a rental agreement for a
35 specified period in which the tenancy by the terms of the rental
36 agreement does not continue for an indefinite period on a month-to-
37 month or periodic basis after the end of the specified period, the
38 landlord may end such a tenancy without cause upon expiration of the
39 specified period only if:

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

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

10 (iii) The tenancy has not been for an indefinite period on a
11 month-to-month or periodic basis at any point since the inception of
12 the tenancy. However, for any tenancy of an indefinite period in
13 existence as of May 10, 2021, if the landlord and tenant enter into a
14 rental agreement between May 10, 2021, and three months following the
15 expiration of the governor's proclamation 20-19.6 or any extensions
16 thereof, the landlord may exercise rights under this subsection
17 (1)(c) as if the rental agreement was entered into at the inception
18 of the tenancy provided that the rental agreement is otherwise in
19 accordance with this subsection (1)(c).

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

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

29 (f) A tenant may end a tenancy for a specified time by providing
30 notice in writing not less than 20 days prior to the ending date of
31 the specified time unless a landlord seeks to increase the amount of
32 the base rent by more than five percent, in which case a tenant may
33 terminate the tenancy prior to the ending date of the specified time
34 by providing 45 days' notice.

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

37 (a) The tenant continues in possession in person or by subtenant
38 after a default in the payment of rent, and after written notice
39 requiring, in the alternative, the payment of the rent or the
40 surrender of the detained premises has remained uncomplied with for

1 the period set forth in RCW 59.12.030(3) for tenants subject to this
2 chapter. The written notice may be served at any time after the rent
3 becomes due;

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

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

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

34 (e) The tenant continues in possession after the owner elects to
35 sell a single-family residence and the landlord has provided at least
36 90 days' advance written notice of the date the tenant's possession
37 is to end. For the purposes of this subsection (2)(e), an owner
38 "elects to sell" when the owner makes reasonable attempts to sell the
39 dwelling within 30 days after the tenant has vacated, including, at a
40 minimum, listing it for sale at a reasonable price with a realty

1 agency or advertising it for sale at a reasonable price by listing it
2 on the real estate multiple listing service. There shall be a
3 rebuttable presumption that the owner did not intend to sell the unit
4 if:

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

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

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

17 (g) The tenant continues in possession after the owner elects to
18 withdraw the premises to pursue a conversion pursuant to RCW
19 64.34.440 or 64.90.655;

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

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

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

1 subsection (2)(j) prohibits the ending of a tenancy in transitional
2 housing for any of the other causes specified in this subsection;

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 material misrepresentations or omissions made on the
14 tenant's application at the inception of the tenancy that, had these
15 misrepresentations or omissions not been made, would have resulted in
16 the landlord requesting additional information or taking an adverse
17 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 basis for ending the lease as enumerated under this
23 subsection (2). When the landlord relies on this basis for ending the
24 tenancy, the court may stay any writ of restitution for up to 60
25 additional days for good cause shown, including difficulty procuring
26 alternative housing. The court must condition such a stay upon the
27 tenant's continued payment of rent during the stay period. Upon
28 granting such a stay, the court must award court costs and fees as
29 allowed under 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 more
33 of the following violations, other than ones for monetary damages,
34 within the preceding 12-month period, the tenant has remedied or
35 cured the violation, and the landlord has provided the tenant a
36 written warning notice at the time of each violation: A substantial
37 breach of a material program requirement of subsidized housing, a
38 substantial breach of a material term subscribed to by the tenant
39 within the lease or rental agreement, or a substantial breach of a
40 tenant obligation imposed by law;

1 (ii) Each written warning notice must:
2 (A) Specify the violation;
3 (B) Provide the tenant an opportunity to cure the violation;
4 (C) State that the landlord may choose to end the tenancy at the
5 end of the rental term if there are four violations within a 12-month
6 period preceding the end of the term; and
7 (D) State that correcting the fourth or subsequent violation is
8 not a defense to the ending of the lease under this subsection;
9 (iii) The 60-day notice to vacate must:
10 (A) State that the rental agreement will end upon the specified
11 ending date for the rental term or upon a designated date not less
12 than 60 days after the delivery of the notice, whichever is later;
13 (B) Specify the reason for ending the lease and supporting facts;
14 and
15 (C) Be served to the tenant concurrent with or after the fourth
16 or subsequent written warning notice;
17 (iv) The notice under this subsection must include all notices
18 supporting the basis of ending the lease;
19 (v) Any notices asserted under this subsection must pertain to
20 four or more separate incidents or occurrences; and
21 (vi) This subsection (2)(n) does not absolve a landlord from
22 demonstrating by admissible evidence that the four or more violations
23 constituted breaches under (b) of this subsection at the time of the
24 violation had the tenant not remedied or cured the violation;
25 (o) The tenant continues in possession after having received at
26 least 60 days' advance written notice to vacate prior to the end of
27 the rental period or rental agreement if the tenant is required to
28 register as a sex offender during the tenancy, or failed to disclose
29 a requirement to register as a sex offender when required in the
30 rental application or otherwise known to the property owner at the
31 beginning of the tenancy;
32 (p) The tenant continues in possession after having received at
33 least 20 days' advance written notice to vacate prior to the end of
34 the rental period or rental agreement if the tenant has made unwanted
35 sexual advances or other acts of sexual harassment directed at the
36 property owner, property manager, property employee, or another
37 tenant based on the person's race, gender, or other protected status
38 in violation of any covenant or term in the lease.
39 (3) When a tenant has permanently vacated due to voluntary or
40 involuntary events, other than by the ending of the tenancy by the

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

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

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

28 (6) All written notices required under subsection (2) of this
29 section must:

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

31 (b) Identify the facts and circumstances known and available to
32 the landlord at the time of the issuance of the notice that support
33 the cause or causes with enough specificity so as to enable the
34 tenant to respond and prepare a defense to any incidents alleged. The
35 landlord may present additional facts and circumstances regarding the
36 allegations within the notice if such evidence was unknown or
37 unavailable at the time of the issuance of the notice.

38 **Sec. 4.** RCW 59.18.170 and 2020 c 177 s 1 are each amended to
39 read as follows:

1 (1) If at any time during the tenancy the tenant fails to carry
2 out the duties required by RCW 59.18.130 or 59.18.140, the landlord
3 may, in addition to pursuit of remedies otherwise provided by law,
4 give written notice to the tenant of said failure, which notice shall
5 specify the nature of the failure.

6 (2) The landlord may not charge a late fee for rent that is paid
7 within five days following its due date. If rent is more than five
8 days past due, the landlord may charge late fees commencing from the
9 first day after the due date until paid. Late fees charged to a
10 tenant for nonpayment of rent may not exceed the lesser of 10 percent
11 of the rental amount, excluding any charges for utilities, or \$75
12 total. Nothing in this subsection prohibits a landlord from serving a
13 notice to pay or vacate at any time after the rent becomes due.

14 (3) When late fees may be assessed after rent becomes due, the
15 tenant may propose that the date rent is due in the rental agreement
16 be altered to a different due date of the month. The landlord shall
17 agree to such a proposal if it is submitted in writing and the tenant
18 can demonstrate that his or her primary source of income is a
19 regular, monthly source of governmental assistance that is not
20 received until after the date rent is due in the rental agreement.
21 The proposed rent due date may not be more than five days after the
22 date the rent is due in the rental agreement. Nothing in this
23 subsection shall be construed to prevent a tenant from making a
24 request for reasonable accommodation under federal, state, or local
25 law.

26 **Sec. 5.** RCW 59.18.230 and 2022 c 95 s 2 are each amended to read
27 as follows:

28 (1)(a) Any provision of a lease or other agreement, whether oral
29 or written, whereby any section or subsection of this chapter is
30 waived except as provided in RCW 59.18.360 and shall be deemed
31 against public policy and shall be unenforceable. Such
32 unenforceability shall not affect other provisions of the agreement
33 which can be given effect without them.

34 (b) Any agreement, whether oral or written, between a landlord
35 and tenant, or their representatives, and entered into pursuant to an
36 unlawful detainer action under this chapter that requires the tenant
37 to pay any amount in violation of RCW 59.18.283 or the statutory
38 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any
39 rights of the tenant under RCW 59.18.410 or any other rights afforded

1 under this chapter except as provided in RCW 59.18.360 is void and
2 unenforceable. A landlord may not threaten a tenant with eviction for
3 failure to pay nonpossessory charges limited under RCW 59.18.283.

4 (2) No rental agreement may provide that the tenant:

5 (a) Agrees to waive or to forgo rights or remedies under this
6 chapter; or

7 (b) Authorizes any person to confess judgment on a claim arising
8 out of the rental agreement; or

9 (c) Agrees to pay the landlord's attorneys' fees, except as
10 authorized in this chapter; or

11 (d) Agrees to the exculpation or limitation of any liability of
12 the landlord arising under law or to indemnify the landlord for that
13 liability or the costs connected therewith; or

14 (e) And landlord have agreed to a particular arbitrator at the
15 time the rental agreement is entered into; or

16 (f) Agrees to pay late fees in excess of 10 percent of the rental
17 amount, excluding any charges for utilities, or \$75 total or for rent
18 that is paid within five days following its due date. If rent is more
19 than five days past due, the landlord may charge late fees commencing
20 from the first day after the due date until paid. Nothing in this
21 subsection prohibits a landlord from serving a notice to pay or
22 vacate at any time after the rent becomes due; or

23 (g) Agrees to make rent payments through electronic means only.

24 (3) A provision prohibited by subsection (2) of this section
25 included in a rental agreement is unenforceable. If a landlord
26 knowingly uses a rental agreement containing provisions known by him
27 or her to be prohibited, the tenant may recover actual damages
28 sustained by him or her, statutory damages not to exceed two times
29 the monthly rent charged for the unit, costs of suit, and reasonable
30 attorneys' fees.

31 (4) The common law right of the landlord of distress for rent is
32 hereby abolished for property covered by this chapter. Any provision
33 in a rental agreement creating a lien upon the personal property of
34 the tenant or authorizing a distress for rent is null and void and of
35 no force and effect. Any landlord who takes or detains the personal
36 property of a tenant without the specific written consent of the
37 tenant to such incident of taking or detention, and who, after
38 written demand by the tenant for the return of his or her personal
39 property, refuses to return the same promptly shall be liable to the
40 tenant for the value of the property retained, actual damages, and if

1 the refusal is intentional, may also be liable for damages of up to
2 \$500 per day but not to exceed \$5,000, for each day or part of a day
3 that the tenant is deprived of his or her property. The prevailing
4 party may recover his or her costs of suit and a reasonable
5 attorneys' fee.

6 In any action, including actions pursuant to chapters 7.64 or
7 12.28 RCW, brought by a tenant or other person to recover possession
8 of his or her personal property taken or detained by a landlord in
9 violation of this section, the court, upon motion and after notice to
10 the opposing parties, may waive or reduce any bond requirements where
11 it appears to be to the satisfaction of the court that the moving
12 party is proceeding in good faith and has, prima facie, a meritorious
13 claim for immediate delivery or redelivery of said property.

14 **Sec. 6.** RCW 59.20.090 and 2019 c 23 s 5 are each amended to read
15 as follows:

16 (1) Unless otherwise agreed rental agreements shall be for a term
17 of one year. Any rental agreement of whatever duration shall be
18 automatically renewed for the term of the original rental agreement,
19 unless a different specified term is agreed upon.

20 (2) ((A)) Except as provided in subsection (4)(a) of this
21 section, a landlord seeking to increase the rent upon expiration of
22 the term of a rental agreement of any duration shall notify the
23 tenant in writing three months prior to the effective date of any
24 increase in rent.

25 (3) A tenant shall notify the landlord in writing one month prior
26 to the expiration of a rental agreement of an intention not to renew.

27 (4)(a) A landlord may not increase the rent paid by a tenant in
28 an amount greater than five percent above the base rent without
29 providing written notice between 180 and 220 days before the
30 expiration of the rental agreement.

31 (b) The notice must inform the tenant, in clear language, that
32 because the landlord seeks to increase the rent paid by the tenant in
33 an amount greater than five percent above the base rent, pursuant to
34 (a) of this subsection, the tenant may terminate the tenancy at any
35 point prior to the effective date of the increase by providing 45
36 days' notice and, in that case, shall only owe pro rata rent through
37 the date upon which the tenant surrenders the premises.

38 (c) If a landlord seeks to increase the amount of the base rent
39 by more than five percent, the tenant may terminate the tenancy at

1 any point prior to the effective date of the increase by providing 45
2 days' notice and, in that case, shall only owe pro rata rent through
3 the date upon which the tenant surrenders the premises.

4 (d) Any notice of an increase in the amount of rent under this
5 subsection must be served in accordance with RCW 59.20.150.

6 (e) A landlord may not charge a tenant for the service of any
7 notice required by this subsection.

8 (f) A landlord may not increase the rent an amount greater than
9 five percent above the base rent except in accordance with this
10 subsection. A tenant who is charged rent in violation of this
11 subsection, and pays rent in excess of amounts permitted by this
12 subsection, shall have a cause of action against the landlord to
13 recover actual damages in the amount of the excess rent paid,
14 together with treble damages, costs, and reasonable attorneys' fees.

15 (g) For the purposes of this section, "base rent" means the
16 lowest monthly or periodic rent paid by the tenant in the 12 months
17 preceding the date of the notice of rent increase. "Base rent" does
18 not include amounts paid for utilities.

19 (5)(a) The tenant may terminate the rental agreement upon
20 ((~~thirty~~)) 30 days written notice whenever a change in the location
21 of the tenant's employment requires a change in his or her residence,
22 and shall not be liable for rental following such termination unless
23 after due diligence and reasonable effort the landlord is not able to
24 rent the mobile home lot at a fair rental. If the landlord is not
25 able to rent the lot, the tenant shall remain liable for the rental
26 specified in the rental agreement until the lot is rented or the
27 original term ends.

28 (b) Any tenant who is a member of the armed forces, including the
29 national guard and armed forces reserves, or that tenant's spouse or
30 dependent, may terminate a rental agreement with less than ((~~thirty~~))
31 30 days notice if the tenant receives permanent change of station or
32 deployment orders which do not allow greater notice. The service
33 member shall provide the landlord a copy of the official military
34 orders or a signed letter from the service member's commanding
35 officer confirming any of the following criteria are met:

36 (i) The service member is required, pursuant to permanent change
37 of station orders, to move ((~~thirty-five~~)) 35 miles or more from the
38 location of the rental premises;

39 (ii) The service member is prematurely or involuntarily
40 discharged or released from active duty;

1 (iii) The service member is released from active duty after
2 having leased the rental premises while on active duty status and the
3 rental premises is (~~(thirty-five)~~) 35 miles or more from the service
4 member's home of record prior to entering active duty;

5 (iv) After entering into a rental agreement, the commanding
6 officer directs the service member to move into government provided
7 housing;

8 (v) The service member receives temporary duty orders, temporary
9 change of station orders, or state active duty orders to an area
10 (~~(thirty-five)~~) 35 miles or more from the location of the rental
11 premises, provided such orders are for a period not less than
12 (~~(ninety)~~) 90 days; or

13 (vi) The service member has leased the property, but prior to
14 taking possession of the rental premises, receives change of station
15 orders to an area that is (~~(thirty-five)~~) 35 miles or more from the
16 location of the rental premises.

17 **Sec. 7.** RCW 59.20.060 and 2022 c 95 s 4 are each amended to read
18 as follows:

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

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

26 (b) Reasonable rules for guest parking which shall be clearly
27 stated;

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

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

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

38 (f) A forwarding address of the tenant or the name and address of
39 a person who would likely know the whereabouts of the tenant in the

1 event of an emergency or an abandonment of the mobile home,
2 manufactured home, or park model;

3 (g) (i) A covenant by the landlord that, except for acts or events
4 beyond the control of the landlord, the mobile home park will not be
5 converted to a land use that will prevent the space that is the
6 subject of the lease from continuing to be used for its intended use
7 for a period of three years after the beginning of the term of the
8 rental agreement;

9 (ii) A rental agreement may, in the alternative, contain a
10 statement that: "The park may be sold or otherwise transferred at any
11 time with the result that subsequent owners may close the mobile home
12 park, or that the landlord may close the park at any time after the
13 required closure notice as provided in RCW 59.20.080." The covenant
14 or statement required by this subsection must: (A) Appear in print
15 that is in bold face and is larger than the other text of the rental
16 agreement; (B) be set off by means of a box, blank space, or
17 comparable visual device; and (C) be located directly above the
18 tenant's signature on the rental agreement;

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

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

26 (j) A listing of the utilities, services, and facilities which
27 will be available to the tenant during the tenancy and the nature of
28 the fees, if any, to be charged together with a statement that, in
29 the event any utilities are changed to be charged independent of the
30 rent during the term of the rental agreement, the landlord agrees to
31 decrease the amount of the rent charged proportionately;

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

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

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

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

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

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

10 (a) Which allows the landlord to charge a fee for guest parking
11 unless a violation of the rules for guest parking occurs: PROVIDED,
12 That a fee may be charged for guest parking which covers an extended
13 period of time as defined in the rental agreement;

14 (b) Which authorizes the towing or impounding of a vehicle except
15 upon notice to the owner thereof or the tenant whose guest is the
16 owner of the vehicle;

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

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

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

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

8 (g) By which the tenant agrees to waive or forego homestead
9 rights provided by chapter 6.13 RCW. This subsection shall not
10 prohibit such waiver after a default in rent so long as such waiver
11 is in writing signed by the husband and wife or by an unmarried
12 claimant and in consideration of the landlord's agreement not to
13 terminate the tenancy for a period of time specified in the waiver if
14 the landlord would be otherwise entitled to terminate the tenancy
15 under this chapter;

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

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

21 (j) Which allows the landlord to charge a late rental payment fee
22 that exceeds the lesser of 10 percent of the monthly rent, excluding
23 any charges for utilities, or \$75 total.

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

26 **Sec. 8.** RCW 59.20.070 and 2019 c 342 s 4 are each amended to
27 read as follows:

28 A landlord shall not:

29 (1) Deny any tenant the right to sell such tenant's mobile home,
30 manufactured home, or park model within a park, or prohibit, in any
31 manner, any tenant from posting on the tenant's manufactured/mobile
32 home or park model, or on the rented mobile home lot, a commercially
33 reasonable "for sale" sign or any similar sign designed to advertise
34 the sale of the manufactured/mobile home or park model. In addition,
35 a landlord shall not require the removal of the mobile home,
36 manufactured home, or park model from the park because of the sale
37 thereof. Requirements for the transfer of the rental agreement are in
38 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
39 enforcing reasonable rules or restrictions regarding the placement of

1 "for sale" signs on the tenant's manufactured/mobile home or park
2 model, or on the rented mobile home lot, if (a) the main purpose of
3 the rules or restrictions is to protect the safety of park tenants or
4 residents and (b) the rules or restrictions comply with RCW
5 59.20.045. The landlord may restrict the number of "for sale" signs
6 on the lot to two and may restrict the size of the signs to conform
7 to those in common use by home sale businesses;

8 (2) Restrict the tenant's freedom of choice in purchasing goods
9 or services but may reserve the right to approve or disapprove any
10 exterior structural improvements on a mobile home space: PROVIDED,
11 That door-to-door solicitation in the mobile home park may be
12 restricted in the rental agreement. Door-to-door solicitation does
13 not include public officials, housing and low-income assistance
14 organizations, or candidates for public office meeting or
15 distributing information to tenants in accordance with subsection (3)
16 or (4) of this section;

17 (3) Prohibit the distribution of information or meetings by
18 tenants of the mobile home park to discuss mobile home living and
19 affairs, including political caucuses or forums for or speeches of
20 public officials or candidates for public office, meetings with
21 housing and low-income assistance organizations, or meetings of
22 organizations that represent the interest of tenants in the park,
23 held in a tenant's home or any of the park community or recreation
24 halls if these halls are open for the use of the tenants, conducted
25 at reasonable times and in an orderly manner on the premises, nor
26 penalize any tenant for participation in such activities;

27 (4) Prohibit a public official, housing and low-income assistance
28 organization, or candidate for public office from meeting with or
29 distributing information to tenants in their individual mobile homes,
30 manufactured homes, or park models, nor penalize any tenant for
31 participating in these meetings or receiving this information;

32 (5) Evict a tenant, terminate a rental agreement, decline to
33 renew a rental agreement, increase rental or other tenant
34 obligations, decrease services, or modify park rules in retaliation
35 for any of the following actions on the part of a tenant taken in
36 good faith:

37 (a) Filing a complaint with any federal, state, county, or
38 municipal governmental authority relating to any alleged violation by
39 the landlord of an applicable statute, regulation, or ordinance;

1 (b) Requesting the landlord to comply with the provision of this
2 chapter or other applicable statute, regulation, or ordinance of the
3 state, county, or municipality;

4 (c) Filing suit against the landlord for any reason;

5 (d) Participation or membership in any homeowners association or
6 group;

7 (6) Charge to any tenant a utility fee in excess of actual
8 utility costs or intentionally cause termination or interruption of
9 any tenant's utility services, including water, heat, electricity, or
10 gas, except when an interruption of a reasonable duration is required
11 to make necessary repairs;

12 (7) Remove or exclude a tenant from the premises unless this
13 chapter is complied with or the exclusion or removal is under an
14 appropriate court order; ((~~or~~))

15 (8) Prevent the entry or require the removal of a mobile home,
16 manufactured home, or park model for the sole reason that the mobile
17 home has reached a certain age. Nothing in this subsection shall
18 limit a landlord's right to exclude or expel a mobile home,
19 manufactured home, or park model for any other reason, including but
20 not limited to, failure to comply with fire, safety, and other
21 provisions of local ordinances and state laws relating to mobile
22 homes, manufactured homes, and park models, as long as the action
23 conforms to this chapter or any other relevant statutory provision;
24 or

25 (9) Charge any tenant a late rental payment fee that exceeds the
26 lesser of 10 percent of the monthly rent, excluding any charges for
27 utilities, or \$75 total.

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