

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1236

Chapter 212, Laws of 2021

67th Legislature
2021 Regular Session

RESIDENTIAL TENANCIES—VARIOUS PROVISIONS

EFFECTIVE DATE: May 10, 2021

Passed by the House April 13, 2021
Yeas 54 Nays 44

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 8, 2021
Yeas 28 Nays 21

DENNY HECK

President of the Senate

Approved May 10, 2021 3:08 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1236** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 10, 2021

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 1236

AS AMENDED BY THE SENATE

Passed Legislature - 2021 Regular Session

State of Washington

67th Legislature

2021 Regular Session

By House Housing, Human Services & Veterans (originally sponsored by Representatives Macri, Taylor, Dolan, Gregerson, Berry, Fitzgibbon, Frame, Simmons, Ramel, Bateman, J. Johnson, Hackney, Chopp, Thai, Peterson, Santos, Orwall, Ortiz-Self, Ryu, Wicks, Lekanoff, Slatter, Berg, Senn, Harris-Talley, Ormsby, and Pollet)

READ FIRST TIME 02/09/21.

1 AN ACT Relating to protecting residential tenants from the
2 beginning to end of their tenancies by penalizing the inclusion of
3 unlawful lease provisions and limiting the reasons for eviction,
4 refusal to continue, and termination; amending RCW 59.18.220 and
5 59.12.030; reenacting and amending RCW 59.18.030, 59.18.200, and
6 59.18.230; adding a new section to chapter 59.18 RCW; prescribing
7 penalties; and declaring an emergency.

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

9 **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and
10 2019 c 23 s 1 are each reenacted and amended to read as follows:

11 As used in this chapter:

12 (1) "Active duty" means service authorized by the president of
13 the United States, the secretary of defense, or the governor for a
14 period of more than (~~thirty~~) 30 consecutive days.

15 (2) "Certificate of inspection" means an unsworn statement,
16 declaration, verification, or certificate made in accordance with the
17 requirements of chapter 5.50 RCW by a qualified inspector that states
18 that the landlord has not failed to fulfill any substantial
19 obligation imposed under RCW 59.18.060 that endangers or impairs the
20 health or safety of a tenant, including (a) structural members that
21 are of insufficient size or strength to carry imposed loads with

1 safety, (b) exposure of the occupants to the weather, (c) plumbing
2 and sanitation defects that directly expose the occupants to the risk
3 of illness or injury, (d) not providing facilities adequate to supply
4 heat and water and hot water as reasonably required by the tenant,
5 (e) providing heating or ventilation systems that are not functional
6 or are hazardous, (f) defective, hazardous, or missing electrical
7 wiring or electrical service, (g) defective or hazardous exits that
8 increase the risk of injury to occupants, and (h) conditions that
9 increase the risk of fire.

10 (3) "Commercially reasonable manner," with respect to a sale of a
11 deceased tenant's personal property, means a sale where every aspect
12 of the sale, including the method, manner, time, place, and other
13 terms, must be commercially reasonable. If commercially reasonable, a
14 landlord may sell the tenant's property by public or private
15 proceedings, by one or more contracts, as a unit or in parcels, and
16 at any time and place and on any terms.

17 (4) "Comprehensive reusable tenant screening report" means a
18 tenant screening report prepared by a consumer reporting agency at
19 the direction of and paid for by the prospective tenant and made
20 available directly to a prospective landlord at no charge, which
21 contains all of the following: (a) A consumer credit report prepared
22 by a consumer reporting agency within the past (~~thirty~~) 30 days;
23 (b) the prospective tenant's criminal history; (c) the prospective
24 tenant's eviction history; (d) an employment verification; and (e)
25 the prospective tenant's address and rental history.

26 (5) "Criminal history" means a report containing or summarizing
27 (a) the prospective tenant's criminal convictions and pending cases,
28 the final disposition of which antedates the report by no more than
29 seven years, and (b) the results of a sex offender registry and
30 United States department of the treasury's office of foreign assets
31 control search, all based on at least seven years of address history
32 and alias information provided by the prospective tenant or available
33 in the consumer credit report.

34 (6) "Designated person" means a person designated by the tenant
35 under RCW 59.18.590.

36 (7) "Distressed home" has the same meaning as in RCW 61.34.020.

37 (8) "Distressed home conveyance" has the same meaning as in RCW
38 61.34.020.

39 (9) "Distressed home purchaser" has the same meaning as in RCW
40 61.34.020.

1 (10) "Dwelling unit" is a structure or that part of a structure
2 which is used as a home, residence, or sleeping place by one person
3 or by two or more persons maintaining a common household, including
4 but not limited to single-family residences and units of multiplexes,
5 apartment buildings, and mobile homes.

6 (11) "Eviction history" means a report containing or summarizing
7 the contents of any records of unlawful detainer actions concerning
8 the prospective tenant that are reportable in accordance with state
9 law, are lawful for landlords to consider, and are obtained after a
10 search based on at least seven years of address history and alias
11 information provided by the prospective tenant or available in the
12 consumer credit report.

13 (12) "Gang" means a group that: (a) Consists of three or more
14 persons; (b) has identifiable leadership or an identifiable name,
15 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
16 acts in concert mainly for criminal purposes.

17 (13) "Gang-related activity" means any activity that occurs
18 within the gang or advances a gang purpose.

19 (14) "In danger of foreclosure" means any of the following:

20 (a) The homeowner has defaulted on the mortgage and, under the
21 terms of the mortgage, the mortgagee has the right to accelerate full
22 payment of the mortgage and repossess, sell, or cause to be sold the
23 property;

24 (b) The homeowner is at least (~~thirty~~) 30 days delinquent on
25 any loan that is secured by the property; or

26 (c) The homeowner has a good faith belief that he or she is
27 likely to default on the mortgage within the upcoming four months due
28 to a lack of funds, and the homeowner has reported this belief to:

29 (i) The mortgagee;

30 (ii) A person licensed or required to be licensed under chapter
31 19.134 RCW;

32 (iii) A person licensed or required to be licensed under chapter
33 19.146 RCW;

34 (iv) A person licensed or required to be licensed under chapter
35 18.85 RCW;

36 (v) An attorney-at-law;

37 (vi) A mortgage counselor or other credit counselor licensed or
38 certified by any federal, state, or local agency; or

39 (vii) Any other party to a distressed property conveyance.

1 (15) "Landlord" means the owner, lessor, or sublessor of the
2 dwelling unit or the property of which it is a part, and in addition
3 means any person designated as representative of the owner, lessor,
4 or sublessor including, but not limited to, an agent, a resident
5 manager, or a designated property manager.

6 (16) "Mortgage" is used in the general sense and includes all
7 instruments, including deeds of trust, that are used to secure an
8 obligation by an interest in real property.

9 (17) "Orders" means written official military orders, or any
10 written notification, certification, or verification from the service
11 member's commanding officer, with respect to the service member's
12 current or future military status.

13 (18) "Owner" means one or more persons, jointly or severally, in
14 whom is vested:

15 (a) All or any part of the legal title to property; or

16 (b) All or part of the beneficial ownership, and a right to
17 present use and enjoyment of the property.

18 (19) "Permanent change of station" means: (a) Transfer to a unit
19 located at another port or duty station; (b) change in a unit's home
20 port or permanent duty station; (c) call to active duty for a period
21 not less than (~~ninety~~) 90 days; (d) separation; or (e) retirement.

22 (20) "Person" means an individual, group of individuals,
23 corporation, government, or governmental agency, business trust,
24 estate, trust, partnership, or association, two or more persons
25 having a joint or common interest, or any other legal or commercial
26 entity.

27 (21) "Premises" means a dwelling unit, appurtenances thereto,
28 grounds, and facilities held out for the use of tenants generally and
29 any other area or facility which is held out for use by the tenant.

30 (22) "Property" or "rental property" means all dwelling units on
31 a contiguous quantity of land managed by the same landlord as a
32 single, rental complex.

33 (23) "Prospective landlord" means a landlord or a person who
34 advertises, solicits, offers, or otherwise holds a dwelling unit out
35 as available for rent.

36 (24) "Prospective tenant" means a tenant or a person who has
37 applied for residential housing that is governed under this chapter.

38 (25) "Qualified inspector" means a United States department of
39 housing and urban development certified inspector; a Washington state
40 licensed home inspector; an American society of home inspectors

1 certified inspector; a private inspector certified by the national
2 association of housing and redevelopment officials, the American
3 association of code enforcement, or other comparable professional
4 association as approved by the local municipality; a municipal code
5 enforcement officer; a Washington licensed structural engineer; or a
6 Washington licensed architect.

7 (26) "Reasonable attorneys' fees," where authorized in this
8 chapter, means an amount to be determined including the following
9 factors: The time and labor required, the novelty and difficulty of
10 the questions involved, the skill requisite to perform the legal
11 service properly, the fee customarily charged in the locality for
12 similar legal services, the amount involved and the results obtained,
13 and the experience, reputation and ability of the lawyer or lawyers
14 performing the services.

15 (27) "Reasonable manner," with respect to disposing of a deceased
16 tenant's personal property, means to dispose of the property by
17 donation to a not-for-profit charitable organization, by removal of
18 the property by a trash hauler or recycler, or by any other method
19 that is reasonable under the circumstances.

20 (28) "Rent" or "rental amount" means recurring and periodic
21 charges identified in the rental agreement for the use and occupancy
22 of the premises, which may include charges for utilities. Except as
23 provided in RCW 59.18.283(3), these terms do not include nonrecurring
24 charges for costs incurred due to late payment, damages, deposits,
25 legal costs, or other fees, including attorneys' fees.

26 (29) "Rental agreement" or "lease" means all agreements which
27 establish or modify the terms, conditions, rules, regulations, or any
28 other provisions concerning the use and occupancy of a dwelling unit.

29 (30) "Service member" means an active member of the United States
30 armed forces, a member of a military reserve component, or a member
31 of the national guard who is either stationed in or a resident of
32 Washington state.

33 (31) A "single-family residence" is a structure maintained and
34 used as a single dwelling unit. Notwithstanding that a dwelling unit
35 shares one or more walls with another dwelling unit, it shall be
36 deemed a single-family residence if it has direct access to a street
37 and shares neither heating facilities nor hot water equipment, nor
38 any other essential facility or service, with any other dwelling
39 unit.

1 (32) A "tenant" is any person who is entitled to occupy a
2 dwelling unit primarily for living or dwelling purposes under a
3 rental agreement.

4 (33) "Tenant representative" means:

5 (a) A personal representative of a deceased tenant's estate if
6 known to the landlord;

7 (b) If the landlord has no knowledge that a personal
8 representative has been appointed for the deceased tenant's estate, a
9 person claiming to be a successor of the deceased tenant who has
10 provided the landlord with proof of death and an affidavit made by
11 the person that meets the requirements of RCW 11.62.010(2);

12 (c) In the absence of a personal representative under (a) of this
13 subsection or a person claiming to be a successor under (b) of this
14 subsection, a designated person; or

15 (d) In the absence of a personal representative under (a) of this
16 subsection, a person claiming to be a successor under (b) of this
17 subsection, or a designated person under (c) of this subsection, any
18 person who provides the landlord with reasonable evidence that he or
19 she is a successor of the deceased tenant as defined in RCW
20 11.62.005. The landlord has no obligation to identify all of the
21 deceased tenant's successors.

22 (34) "Tenant screening" means using a consumer report or other
23 information about a prospective tenant in deciding whether to make or
24 accept an offer for residential rental property to or from a
25 prospective tenant.

26 (35) "Tenant screening report" means a consumer report as defined
27 in RCW 19.182.010 and any other information collected by a tenant
28 screening service.

29 (36) "Immediate family" includes state registered domestic
30 partner, spouse, parents, grandparents, children, including foster
31 children, siblings, and in-laws.

32 (37) "Subsidized housing" refers to rental housing for very low-
33 income or low-income households that is a dwelling unit operated
34 directly by a public housing authority or its affiliate, or that is
35 insured, financed, or assisted in whole or in part through one of the
36 following sources:

37 (a) A federal program or state housing program administered by
38 the department of commerce or the Washington state housing finance
39 commission;

1 (b) A federal housing program administered by a city or county
2 government;

3 (c) An affordable housing levy authorized under RCW 84.52.105; or
4 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
5 any of the surcharges authorized in chapter 43.185C RCW.

6 (38) "Transitional housing" means housing units owned, operated,
7 or managed by a nonprofit organization or governmental entity in
8 which supportive services are provided to individuals and families
9 that were formerly homeless, with the intent to stabilize them and
10 move them to permanent housing within a period of not more than
11 twenty-four months, or longer if the program is limited to tenants
12 within a specified age range or the program is intended for tenants
13 in need of time to complete and transition from educational or
14 training or service programs.

15 NEW SECTION. Sec. 2. A new section is added to chapter 59.18
16 RCW to read as follows:

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

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

33 (c) If a landlord and tenant enter into a rental agreement for a
34 specified period in which the tenancy by the terms of the rental
35 agreement does not continue for an indefinite period on a month-to-
36 month or periodic basis after the end of the specified period, the
37 landlord may end such a tenancy without cause upon expiration of the
38 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 the effective date of this section, if the landlord
14 and tenant enter into a rental agreement between the effective date
15 of this section and three months following the expiration of the
16 governor's proclamation 20-19.6 or any extensions thereof, the
17 landlord may exercise rights under this subsection (1)(c) as if the
18 rental agreement was entered into at the inception of the tenancy
19 provided that the rental agreement is otherwise in accordance with
20 this subsection (1)(c).

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

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

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

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

35 (a) The tenant continues in possession in person or by subtenant
36 after a default in the payment of rent, and after written notice
37 requiring, in the alternative, the payment of the rent or the
38 surrender of the detained premises has remained uncomplied with for
39 the period set forth in RCW 59.12.030(3) for tenants subject to this

1 chapter. The written notice may be served at any time after the rent
2 becomes due;

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

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

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

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

1 on the real estate multiple listing service. There shall be a
2 rebuttable presumption that the owner did not intend to sell the unit
3 if:

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

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

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

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

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

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

33 (j) The tenant continues in possession of a dwelling unit in
34 transitional housing after having received at least 30 days' advance
35 written notice to vacate in advance of the expiration of the
36 transitional housing program, the tenant has aged out of the
37 transitional housing program, or the tenant has completed an
38 educational or training or service program and is no longer eligible
39 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. 3.** RCW 59.18.200 and 2019 c 339 s 1 and 2019 c 23 s 2 are
39 each reenacted and amended to read as follows:

1 (1) (a) When premises are rented for an indefinite time, with
2 monthly or other periodic rent reserved, such tenancy shall be
3 construed to be a tenancy from month to month, or from period to
4 period on which rent is payable, and shall ~~((be terminated))~~ end by
5 written notice of ~~((twenty))~~ 20 days or more, preceding the end of
6 any of the months or periods of tenancy, given by ~~((either party))~~
7 the tenant to the ~~((other))~~ landlord.

8 (b) Any tenant who is a member of the armed forces, including the
9 national guard and armed forces reserves, or that tenant's spouse or
10 dependent, may ~~((terminate))~~ end a rental agreement with less than
11 ~~((twenty))~~ 20 days' written notice if the tenant receives permanent
12 change of station or deployment orders that do not allow a ~~((twenty))~~
13 20-day written notice.

14 (2) (a) Whenever a landlord plans to change to a policy of
15 excluding children, the landlord shall give a written notice to a
16 tenant at least ~~((ninety))~~ 90 days before ~~((termination of))~~ the
17 tenancy ends to effectuate such change in policy. Such ~~((ninety))~~ 90-
18 day notice shall be in lieu of the notice required by subsection (1)
19 of this section. However, if after giving the ~~((ninety))~~ 90-day
20 notice the change in policy is delayed, the notice requirements of
21 subsection (1) of this section shall apply unless waived by the
22 tenant.

23 (b) Whenever a landlord plans to change any apartment or
24 apartments to a condominium form of ownership, the landlord shall
25 provide a written notice to a tenant at least ~~((one hundred twenty))~~
26 120 days before ~~((termination of))~~ the tenancy ends, in compliance
27 with RCW 64.34.440(1), to effectuate such change. The ~~((one hundred
28 twenty-day))~~ 120-day notice is in lieu of the notice required in
29 subsection (1) of this section. However, if after providing the ~~((one
30 hundred twenty-day))~~ 120-day notice the change to a condominium form
31 of ownership is delayed, the notice requirements in subsection (1) of
32 this section apply unless waived by the tenant.

33 (c) (i) Whenever a landlord plans to demolish or substantially
34 rehabilitate premises or plans a change of use of premises, the
35 landlord shall provide a written notice to a tenant at least ~~((one
36 hundred twenty))~~ 120 days before ~~((termination of))~~ the tenancy ends.
37 This subsection (2) (c) (i) does not apply to jurisdictions that have
38 created a relocation assistance program under RCW 59.18.440 and
39 otherwise provide ~~((one hundred twenty))~~ 120 days' notice.

40 (ii) For purposes of this subsection (2) (c):

1 (A) "Assisted housing development" means a multifamily rental
2 housing development that either receives government assistance and is
3 defined as federally assisted housing in RCW 59.28.020, or that
4 receives other federal, state, or local government assistance and is
5 subject to use restrictions.

6 (B) "Change of use" means: (I) Conversion of any premises from a
7 residential use to a nonresidential use that results in the
8 displacement of an existing tenant; (II) conversion from one type of
9 residential use to another type of residential use that results in
10 the displacement of an existing tenant, such as conversion to a
11 retirement home, emergency shelter, or transient hotel; or (III)
12 conversion following removal of use restrictions from an assisted
13 housing development that results in the displacement of an existing
14 tenant: PROVIDED, That displacement of an existing tenant in order
15 that the owner or a member of the owner's immediate family may occupy
16 the premises does not constitute a change of use.

17 (C) "Demolish" means the destruction of premises or the
18 relocation of premises to another site that results in the
19 displacement of an existing tenant.

20 (D) "Substantially rehabilitate" means extensive structural
21 repair or extensive remodeling of premises that requires a permit
22 such as a building, electrical, plumbing, or mechanical permit, and
23 that results in the displacement of an existing tenant.

24 ~~((3) A person in violation of subsection (2)(c)(i) of this
25 section may be held liable in a civil action up to three times the
26 monthly rent of the real property at issue. The prevailing party may
27 also recover court costs and reasonable attorneys' fees.))~~

28 **Sec. 4.** RCW 59.18.220 and 2019 c 23 s 3 are each amended to read
29 as follows:

30 (1) ~~((In all))~~ Except as limited under section 2 of this act, in
31 cases where premises are rented for a specified time, by express or
32 implied contract, the tenancy shall be deemed ~~((terminated))~~ expired
33 at the end of such specified time upon notice consistent with section
34 2 of this act, served in a manner consistent with RCW 59.12.040.

35 (2) Any tenant who is a member of the armed forces, including the
36 national guard and armed forces reserves, or that tenant's spouse or
37 dependent, may ~~((terminate))~~ end a tenancy for a specified time if
38 the tenant receives permanent change of station or deployment orders.
39 Before ~~((terminating))~~ ending the tenancy, the tenant, or that

1 tenant's spouse or dependent, shall provide written notice of
2 (~~twenty~~) 20 days or more to the landlord, which notice shall
3 include a copy of the official military orders or a signed letter
4 from the service member's commanding officer confirming any of the
5 following criteria are met:

6 (a) The service member is required, pursuant to a permanent
7 change of station orders, to move (~~thirty-five~~) 35 miles or more
8 from the location of the rental premises;

9 (b) The service member is prematurely or involuntarily discharged
10 or released from active duty;

11 (c) The service member is released from active duty after having
12 leased the rental premises while on active duty status and the rental
13 premises is (~~thirty-five~~) 35 miles or more from the service
14 member's home of record prior to entering active duty;

15 (d) After entering into a rental agreement, the commanding
16 officer directs the service member to move into government provided
17 housing;

18 (e) The service member receives temporary duty orders, temporary
19 change of station orders, or active duty orders to an area (~~thirty-~~
20 ~~five~~) 35 miles or more from the location of the rental premises,
21 provided such orders are for a period not less than (~~ninety~~) 90
22 days; or

23 (f) The service member has leased the property, but prior to
24 taking possession of the rental premises, receives change of station
25 orders to an area that is (~~thirty-five~~) 35 miles or more from the
26 location of the rental premises.

27 **Sec. 5.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are
28 each reenacted and amended to read as follows:

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

35 (b) A landlord may not threaten a tenant with eviction for
36 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

38 (a) Agrees to waive or to forgo rights or remedies under this
39 chapter; or

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

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

5 (d) Agrees to the exculpation or limitation of any liability of
6 the landlord arising under law or to indemnify the landlord for that
7 liability or the costs connected therewith; or

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

10 (f) Agrees to pay late fees for rent that is paid within five
11 days following its due date. If rent is more than five days past due,
12 the landlord may charge late fees commencing from the first day after
13 the due date until paid. Nothing in this subsection prohibits a
14 landlord from serving a notice to pay or vacate at any time after the
15 rent becomes due.

16 (3) A provision prohibited by subsection (2) of this section
17 included in a rental agreement is unenforceable. If a landlord
18 (~~deliberately~~) knowingly uses a rental agreement containing
19 provisions known by him or her to be prohibited, the tenant may
20 recover actual damages sustained by him or her, statutory damages not
21 to exceed (~~five hundred dollars~~) two times the monthly rent charged
22 for the unit, costs of suit, and reasonable attorneys' fees.

23 (4) The common law right of the landlord of distress for rent is
24 hereby abolished for property covered by this chapter. Any provision
25 in a rental agreement creating a lien upon the personal property of
26 the tenant or authorizing a distress for rent is null and void and of
27 no force and effect. Any landlord who takes or detains the personal
28 property of a tenant without the specific written consent of the
29 tenant to such incident of taking or detention, and who, after
30 written demand by the tenant for the return of his or her personal
31 property, refuses to return the same promptly shall be liable to the
32 tenant for the value of the property retained, actual damages, and if
33 the refusal is intentional, may also be liable for damages of up to
34 (~~five hundred dollars~~) \$500 per day but not to exceed (~~five~~
35 ~~thousand dollars~~) \$5,000, for each day or part of a day that the
36 tenant is deprived of his or her property. The prevailing party may
37 recover his or her costs of suit and a reasonable attorneys' fee.

38 In any action, including actions pursuant to chapters 7.64 or
39 12.28 RCW, brought by a tenant or other person to recover possession
40 of his or her personal property taken or detained by a landlord in

1 violation of this section, the court, upon motion and after notice to
2 the opposing parties, may waive or reduce any bond requirements where
3 it appears to be to the satisfaction of the court that the moving
4 party is proceeding in good faith and has, prima facie, a meritorious
5 claim for immediate delivery or redelivery of said property.

6 **Sec. 6.** RCW 59.12.030 and 2019 c 356 s 2 are each amended to
7 read as follows:

8 ((A)) Except as limited under section 2 of this act relating to
9 tenancies under chapter 59.18 RCW, a tenant of real property for a
10 term less than life is liable for unlawful detainer either:

11 (1) When he or she holds over or continues in possession, in
12 person or by subtenant, of the property or any part thereof after the
13 expiration of the term for which it is let to him or her. When real
14 property is leased for a specified term or period by express or
15 implied contract, whether written or oral, the tenancy shall ((be
16 terminated)) end without notice at the expiration of the specified
17 term or period;

18 (2) When he or she, having leased property for an indefinite time
19 with monthly or other periodic rent reserved, continues in possession
20 thereof, in person or by subtenant, after the end of any such month
21 or period, when the landlord, more than ((twenty)) 20 days prior to
22 the end of such month or period, has served notice (in manner in RCW
23 59.12.040 provided) requiring him or her to quit the premises at the
24 expiration of such month or period;

25 (3) When he or she continues in possession in person or by
26 subtenant after a default in the payment of rent, and after notice in
27 writing requiring in the alternative the payment of the rent or the
28 surrender of the detained premises, served (in manner in RCW
29 59.12.040 provided) on behalf of the person entitled to the rent upon
30 the person owing it, has remained uncomplied with for the period of
31 three days after service, or for the period of ((fourteen)) 14 days
32 after service for tenancies under chapter 59.18 RCW. The notice may
33 be served at any time after the rent becomes due. For the purposes of
34 this subsection and as applied to tenancies under chapter 59.18 RCW,
35 "rent" has the same meaning as defined in RCW 59.18.030;

36 (4) When he or she continues in possession in person or by
37 subtenant after a neglect or failure to keep or perform any condition
38 or covenant of the lease or agreement under which the property is
39 held, including any covenant not to assign or sublet, other than one

1 for the payment of rent, and after notice in writing requiring in the
2 alternative the performance of such condition or covenant or the
3 surrender of the property, served (in manner in RCW 59.12.040
4 provided) upon him or her, and if there is a subtenant in actual
5 possession of the premises, also upon such subtenant, shall remain
6 uncomplied with for (~~ten~~) 10 days after service thereof. Within
7 (~~ten~~) 10 days after the service of such notice the tenant, or any
8 subtenant in actual occupation of the premises, or any mortgagee of
9 the term, or other person interested in its continuance, may perform
10 such condition or covenant and thereby save the lease from such
11 forfeiture. For the purposes of this subsection and as applied to
12 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
13 defined in RCW 59.18.030;

14 (5) When he or she commits or permits waste upon the demised
15 premises, or when he or she sets up or carries on thereon any
16 unlawful business, or when he or she erects, suffers, permits, or
17 maintains on or about the premises any nuisance, and remains in
18 possession after the service (in manner in RCW 59.12.040 provided)
19 upon him or her of three days' notice to quit;

20 (6) A person who, without the permission of the owner and without
21 having color of title thereto, enters upon land of another and who
22 fails or refuses to remove therefrom after three days' notice, in
23 writing and served upon him or her in the manner provided in RCW
24 59.12.040. Such person may also be subject to the criminal provisions
25 of chapter 9A.52 RCW; or

26 (7) When he or she commits or permits any gang-related activity
27 at the premises as prohibited by RCW 59.18.130.

28 NEW SECTION. **Sec. 7.** This act is necessary for the immediate
29 preservation of the public peace, health, or safety, or support of
30 the state government and its existing public institutions, and takes
31 effect immediately.

Passed by the House April 13, 2021.
Passed by the Senate April 8, 2021.
Approved by the Governor May 10, 2021.
Filed in Office of Secretary of State May 10, 2021.

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