

---

**SENATE BILL 5961**

---

**State of Washington**

**68th Legislature**

**2024 Regular Session**

**By** Senators Trudeau and Nobles

Prefiled 01/04/24.

1 AN ACT Relating to improving housing stability for tenants  
2 subject to the residential landlord-tenant act and the manufactured/  
3 mobile home landlord-tenant act by limiting rent and fee increases,  
4 requiring notice of rent and fee increases, limiting fees and  
5 deposits, establishing a landlord resource center and associated  
6 services, authorizing tenant lease termination, creating parity  
7 between lease types, and providing for attorney general enforcement;  
8 amending RCW 59.18.140, 59.18.200, 59.18.650, 59.18.270, 59.18.170,  
9 59.20.090, 59.20.170, 59.20.060, and 59.20.030; adding new sections  
10 to chapter 59.18 RCW; adding new sections to chapter 59.20 RCW;  
11 creating a new section; prescribing penalties; and declaring an  
12 emergency.

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

14 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

15 (a) The state is in the midst of a housing affordability crisis.  
16 Homes cannot be built fast enough to meet the urgent need to keep  
17 families, seniors, and all Washington renters housed.

18 (b) Residential rents and manufactured/mobile home lot rents have  
19 increased at a rate that outpaces inflation, wage growth, cost of  
20 living adjustments for programs like social security, and other  
21 standard economic metrics that drive price increases. During a six-

1 month period in 2023, the United States census bureau estimated that  
2 more than 900,000 Washington renters experienced a rent increase, of  
3 which 75 percent reported an increase of greater than \$100 and more  
4 than nine percent experienced an increase of more than \$500.

5 (c) Tenants in residential and manufactured/mobile home settings  
6 are subject to not only excessive rent increases, but also to the  
7 addition of new recurring or periodic fees that can have the effect  
8 of drastically increasing monthly housing costs. Tenants also  
9 experience arbitrary one-time fees or the addition of fees for  
10 services that were previously provided at no cost. Combined with rent  
11 increases, these fees create significant additional financial strains  
12 for renter households.

13 (d) According to the 2021 American community survey, nearly one  
14 out of every four renters in the state of Washington is over the age  
15 of 55. Households of color are disproportionately renters, and these  
16 households, as well as Hispanic households, are majority renter  
17 households.

18 (e) Excessive rent increases force renter households, including  
19 families, seniors, and young people, to lose housing opportunities.  
20 Due to excessive rent increases, renter households are increasingly  
21 unable to afford housing in communities of opportunity and are being  
22 forced to move away from their communities. Renter households are  
23 forced to make tough and often impossible decisions between paying  
24 the rent and paying for other basic necessities such as medicine,  
25 child care, and transportation. Communities, employers, and workers  
26 all suffer when businesses cannot retain or hire staff because  
27 workers cannot find affordable rental homes near their jobs and  
28 offices, a phenomenon especially common for the service industry in  
29 heavy tourism areas.

30 (2) The legislature declares that failure to act urgently to  
31 protect Washingtonians from excessive rent increases will result in  
32 continued harm for millions of residents, especially when considering  
33 the essential nature of housing. Therefore, the legislature intends  
34 to enact rent stabilization policies in order to preserve the public  
35 peace, health, or safety of the state by providing Washington renters  
36 with predictability, transparency, and the same protections afforded  
37 to other consumers.

38 **PART I**

39 **RESIDENTIAL LANDLORD-TENANT ACT**

1        NEW SECTION.    **Sec. 101.**    A new section is added to chapter 59.18  
2    RCW to read as follows:

3        (1) Except as authorized by an exemption under section 102 of  
4    this act, a landlord may not increase the rent and fees combined for  
5    any type of tenancy, regardless of whether the tenancy is month-to-  
6    month or for a term greater than month-to-month:

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

8        (b) During any 12-month period, in an amount greater than five  
9    percent.

10       (2) If a landlord increases the rent and fees combined above the  
11    amount allowed in subsection (1) of this section as authorized by an  
12    exemption under section 102 of this act, the landlord must include  
13    facts supporting any claimed exemptions in the written notice of the  
14    rent increase. Notice must comply with this section, section 103 of  
15    this act, RCW 59.18.140, and be served in accordance with RCW  
16    59.12.040.

17       (3) A landlord may not charge a higher rent or fees or include  
18    terms of payment or other material conditions in a rental agreement  
19    that are more burdensome to a tenant for a month-to-month rental  
20    agreement than for a rental agreement where the term is greater than  
21    month-to-month, or vice versa.

22       (4) A landlord who engages in practices in violation of this  
23    section, section 102 of this act, section 103 of this act, RCW  
24    59.18.140, 59.18.170, 59.18.200, 59.18.270, or 59.18.650 is liable  
25    for:

26       (a) Damages in the amount of any excess rent, fees, or other  
27    costs paid by the tenant;

28       (b) Mandatory damages equal to three months of any unlawful rent,  
29    fees, or other costs charged by the landlord; and

30       (c) Reasonable attorneys' fees and costs incurred in bringing the  
31    action.

32       (5) The remedies provided by this section are in addition to any  
33    other remedies provided by law, including the remedies provided for  
34    in section 104 of this act.

35       (6) It is a defense to an eviction or other legal action that the  
36    action to remove the tenant and recover possession of the premises  
37    was for nonpayment of rent or fees that were unlawfully increased in  
38    violation of this section.

1 (7) A landlord may not report the tenant to a tenant screening  
2 service provider for failure to pay rent or fees that were unlawfully  
3 increased in violation of this section.

4 (8) A local government may adopt policies, ordinances, or other  
5 regulations to enforce this act.

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

8 A landlord may increase rent and fees combined in an amount  
9 greater than allowed under section 101 of this act only as authorized  
10 by the exemptions described in this section.

11 (1) If the first certificate of occupancy for the dwelling unit  
12 was issued 10 or less years before the date of the notice of the rent  
13 increase, rent and fee increases for the dwelling unit are not  
14 limited by section 101 of this act.

15 (2) For a tenancy in a dwelling unit operated by a public housing  
16 authority, public development authority, or nonprofit organization  
17 where maximum rents are regulated by other laws or local, state, or  
18 federal affordable housing program requirements, rent and fee  
19 increases that comply with legally binding and recorded regulatory  
20 agreements are not limited by section 101 of this act.

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

23 A landlord must provide a tenant with annual notice of rent and  
24 fee increases in substantially the following form. Notice under this  
25 section must comply with the requirements in RCW 59.18.140 and be  
26 served in accordance with RCW 59.12.040.

27 "TO TENANT(S): (tenant name(s))

28 AT ADDRESS: (tenant address)

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

30 This notice is required by Washington state law to inform you of  
31 your rights regarding rent and fee increases. Washington state limits  
32 how much your landlord can raise your rent and fees.

33 (1) Your landlord can raise your rent and fees combined once  
34 every 12 months by up to five percent, as allowed by section 101 of  
35 this act. Your landlord is not required to raise the rent or fees by  
36 any amount.

37 (2) Your landlord may be exempt from the five percent limit on  
38 rent and fee increases for the reasons described in section 102 of

1 this act. If your landlord claims an exemption, your landlord is  
2 required to include supporting facts with this notice.

3 (3) Your landlord must properly and fully complete the form below  
4 to notify you of any rent and fee increases and any exemptions  
5 claimed.

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

7  Raise your rent and/or fees: Your total rent and fee increase  
8 effective (date) will be (percent), which totals an additional \$  
9 (dollar amount) per month, for a new total amount of \$(dollar amount)  
10 per month for rent and fees combined.

11 This rent and/or fee increase is allowed by state law and is  
12 (check one of the following):

13  A lower rent and/or fee increase than the maximum allowed by  
14 state law.

15  The maximum rent and/or fee increase allowed by state law.

16  Authorized by an exemption under section 102 of this act. If  
17 the rent and/or fee increase is authorized by an exemption, your  
18 landlord must fill out the section of the form below.

19 **EXEMPTIONS CLAIMED BY LANDLORD**

20 Under penalty of perjury, I (landlord name) certify that I am  
21 allowed under Washington state law to raise your rent and fees by  
22 (percent), which is more than the maximum increase otherwise allowed  
23 by state law, because I am claiming the following exemption under  
24 section 102 of this act (check one of the following):

25  The first certificate of occupancy for your dwelling unit was  
26 issued on (insert date), which is 10 or less years before the date of  
27 this rent and fee increase notice, so the maximum allowable rent and  
28 fee increase limit in section 101 of this act does not apply. (The  
29 landlord must include facts or attach documents supporting the  
30 exemption.)

31  You live in a dwelling unit operated by a public housing  
32 authority, public development authority, or nonprofit organization  
33 where maximum rents are regulated by other laws or local, state, or  
34 federal affordable housing program requirements, so rent and fee  
35 increases that comply with legally binding and recorded regulatory  
36 agreements are not limited by section 101 of this act. (The landlord  
37 must include facts or attach documents supporting the exemption.)"

38 NEW SECTION. **Sec. 104.** A new section is added to chapter 59.18  
39 RCW to read as follows:

1 The legislature finds that the practices covered by section 101  
2 of this act, section 102 of this act, section 103 of this act, RCW  
3 59.18.140, 59.18.170, 59.18.200, 59.18.270, and 59.18.650 are matters  
4 vitally affecting the public interest for the purpose of applying the  
5 consumer protection act, chapter 19.86 RCW. A violation of section  
6 101 of this act, section 102 of this act, section 103 of this act,  
7 RCW 59.18.140, 59.18.170, 59.18.200, 59.18.270, or 59.18.650 by a  
8 landlord is not reasonable in relation to the development and  
9 preservation of business and is an unfair or deceptive act in trade  
10 or commerce and an unfair method of competition for the purpose of  
11 applying the consumer protection act, chapter 19.86 RCW.

12 NEW SECTION. **Sec. 105.** A new section is added to chapter 59.18  
13 RCW to read as follows:

14 (1) The department of commerce shall create an online landlord  
15 resource center to distribute information to landlords about  
16 available programs and resources including, but not limited to, the  
17 following:

18 (a) The landlord mitigation program created in RCW 43.31.605;

19 (b) The low-income residential weatherization programs created in  
20 chapter 70A.35 RCW;

21 (c) The model lease provisions regarding rent and fee increases  
22 created by the attorney general's office under subsection (2) of this  
23 section;

24 (d) Local government resources; and

25 (e) Any other programs and resources that the department  
26 determines are relevant.

27 (2)(a) The attorney general, in consultation with appropriate  
28 stakeholders, shall publish model lease provisions regarding rent and  
29 fee increases that comply with the requirements in this chapter.

30 (b) The model lease provisions regarding rent and fee increases  
31 must be published in the top 10 languages spoken in Washington state  
32 and, at the discretion of the office of the attorney general, other  
33 languages.

34 (c) The office of the attorney general shall publish the model  
35 lease provisions regarding rent and fee increases in the following  
36 formats:

37 (i) A full digital version available on the office of the  
38 attorney general's website; and

1 (ii) Hard copy versions made available upon request to landlords,  
2 tenants, and any other relevant entities identified by the office of  
3 the attorney general.

4 (d) The office of the attorney general shall publish the first  
5 version of the model lease provisions regarding rent and fee  
6 increases by January 1, 2025, and shall periodically publish new  
7 versions of the model lease provisions as necessary to incorporate  
8 any relevant changes made to this chapter.

9 **Sec. 106.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to  
10 read as follows:

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

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

26 (3)(a) Except as provided in (b) and (c) of this subsection, a  
27 landlord shall provide a minimum of ~~((sixty))~~ 60 days' prior written  
28 notice of an increase in the amount of rent to each affected tenant,  
29 and any increase in the amount of rent may not become effective prior  
30 to the completion of the term of the rental agreement.

31 (b) If the rental agreement governs a subsidized tenancy where  
32 the amount of rent is based on the income of the tenant or  
33 circumstances specific to the subsidized household, a landlord shall  
34 provide a minimum of ~~((thirty))~~ 30 days' prior written notice of an  
35 increase in the amount of rent to each affected tenant. An increase  
36 in the amount of rent may become effective upon completion of the  
37 term of the rental agreement or sooner upon mutual consent.

38 (c) If a landlord intends to increase the rent and fees combined  
39 in an amount of three percent or more, the landlord must provide

1 written notice to each affected tenant a minimum of 180 days before  
2 the effective date of the increase. This subsection (3)(c) does not  
3 apply to any tenancy in a dwelling unit operated by a public housing  
4 authority, public development authority, or nonprofit organization  
5 that qualifies for an exemption under section 102(2) of this act.

6 **Sec. 107.** RCW 59.18.200 and 2021 c 212 s 3 are each amended to  
7 read as follows:

8 (1)(a) (~~When~~) Except as provided in (b) and (c) of this  
9 subsection, when premises are rented for an indefinite time, with  
10 monthly or other periodic rent reserved, such tenancy shall be  
11 construed to be a tenancy from month to month, or from period to  
12 period on which rent is payable, and shall end by written notice of  
13 20 days or more, preceding the end of any of the months or periods of  
14 tenancy, given by the tenant to the landlord.

15 (b) Any tenant who is a member of the armed forces, including the  
16 national guard and armed forces reserves, or that tenant's spouse or  
17 dependent, may end a rental agreement with less than 20 days' written  
18 notice if the tenant receives permanent change of station or  
19 deployment orders that do not allow a 20-day written notice.

20 (c) If a landlord provides notice to a tenant that the landlord  
21 intends to increase the rent and fees combined in an amount of three  
22 percent or more, the tenant may terminate the rental agreement at any  
23 time prior to the effective date of the increase by providing the  
24 landlord with written notice at least 20 days before terminating the  
25 rental agreement. If a tenant terminates a rental agreement under  
26 this subsection (1)(c), the tenant only owes pro rata rent through  
27 the date upon which the tenant vacates the dwelling unit. A landlord  
28 may not charge a tenant any fines or fees for terminating a rental  
29 agreement under this subsection (1)(c). This subsection (1)(c) does  
30 not apply to any tenancy in a dwelling unit operated by a public  
31 housing authority, public development authority, or nonprofit  
32 organization that qualifies for an exemption under section 102(2) of  
33 this act.

34 (2)(a) Whenever a landlord plans to change to a policy of  
35 excluding children, the landlord shall give a written notice to a  
36 tenant at least 90 days before the tenancy ends to effectuate such  
37 change in policy. Such 90-day notice shall be in lieu of the notice  
38 required by subsection (1) of this section. However, if after giving  
39 the 90-day notice the change in policy is delayed, the notice



1 requirements of subsection (1) of this section shall apply unless  
2 waived by the tenant.

3 (b) Whenever a landlord plans to change any apartment or  
4 apartments to a condominium form of ownership, the landlord shall  
5 provide a written notice to a tenant at least 120 days before the  
6 tenancy ends, in compliance with RCW 64.34.440(1), to effectuate such  
7 change. The 120-day notice is in lieu of the notice required in  
8 subsection (1) of this section. However, if after providing the 120-  
9 day notice the change to a condominium form of ownership is delayed,  
10 the notice requirements in subsection (1) of this section apply  
11 unless waived by the tenant.

12 (c)(i) Whenever a landlord plans to demolish or substantially  
13 rehabilitate premises or plans a change of use of premises, the  
14 landlord shall provide a written notice to a tenant at least 120 days  
15 before the tenancy ends. This subsection (2)(c)(i) does not apply to  
16 jurisdictions that have created a relocation assistance program under  
17 RCW 59.18.440 and otherwise provide 120 days' notice.

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

19 (A) "Assisted housing development" means a multifamily rental  
20 housing development that either receives government assistance and is  
21 defined as federally assisted housing in RCW 59.28.020, or that  
22 receives other federal, state, or local government assistance and is  
23 subject to use restrictions.

24 (B) "Change of use" means: (I) Conversion of any premises from a  
25 residential use to a nonresidential use that results in the  
26 displacement of an existing tenant; (II) conversion from one type of  
27 residential use to another type of residential use that results in  
28 the displacement of an existing tenant, such as conversion to a  
29 retirement home, emergency shelter, or transient hotel; or (III)  
30 conversion following removal of use restrictions from an assisted  
31 housing development that results in the displacement of an existing  
32 tenant: PROVIDED, That displacement of an existing tenant in order  
33 that the owner or a member of the owner's immediate family may occupy  
34 the premises does not constitute a change of use.

35 (C) "Demolish" means the destruction of premises or the  
36 relocation of premises to another site that results in the  
37 displacement of an existing tenant.

38 (D) "Substantially rehabilitate" means extensive structural  
39 repair or extensive remodeling of premises that requires a permit

1 such as a building, electrical, plumbing, or mechanical permit, and  
2 that results in the displacement of an existing tenant.

3 **Sec. 108.** RCW 59.18.650 and 2021 c 212 s 2 are each amended to  
4 read as follows:

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

9 (b) If a landlord and tenant enter into a rental agreement that  
10 provides for the tenancy to continue for an indefinite period on a  
11 month-to-month or periodic basis after the agreement expires, the  
12 landlord may not end the tenancy except for the causes enumerated in  
13 subsection (2) of this section; however, a landlord may end such a  
14 tenancy at the end of the initial period of the rental agreement  
15 without cause only if:

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

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

21 (c) If a landlord and tenant enter into a rental agreement for a  
22 specified period in which the tenancy by the terms of the rental  
23 agreement does not continue for an indefinite period on a month-to-  
24 month or periodic basis after the end of the specified period, the  
25 landlord may end such a tenancy without cause upon expiration of the  
26 specified period only if:

27 (i) At the inception of the tenancy, the landlord and tenant  
28 entered into a rental agreement of 12 months or more for a specified  
29 period, or the landlord and tenant have continuously and without  
30 interruption entered into successive rental agreements of six months  
31 or more for a specified period since the inception of the tenancy;

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

36 (iii) The tenancy has not been for an indefinite period on a  
37 month-to-month or periodic basis at any point since the inception of  
38 the tenancy. However, for any tenancy of an indefinite period in  
39 existence as of May 10, 2021, if the landlord and tenant enter into a

1 rental agreement between May 10, 2021, and three months following the  
2 expiration of the governor's proclamation 20-19.6 or any extensions  
3 thereof, the landlord may exercise rights under this subsection  
4 (1)(c) as if the rental agreement was entered into at the inception  
5 of the tenancy provided that the rental agreement is otherwise in  
6 accordance with this subsection (1)(c).

7 (d) For all other tenancies of a specified period not covered  
8 under (b) or (c) of this subsection, and for tenancies of an  
9 indefinite period on a month-to-month or periodic basis, a landlord  
10 may not end the tenancy except for the causes enumerated in  
11 subsection (2) of this section. Upon the end date of the tenancy of a  
12 specified period, the tenancy becomes a month-to-month tenancy.

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

16 (f) ((A)) (i) Except as provided in (f)(ii) of this subsection, a  
17 tenant may end a tenancy for a specified time by providing notice in  
18 writing not less than 20 days prior to the ending date of the  
19 specified time.

20 (ii) If a landlord provides notice to a tenant that the landlord  
21 intends to increase the rent and fees combined in an amount of three  
22 percent or more, the tenant may terminate the rental agreement at any  
23 time prior to the effective date of the increase by providing the  
24 landlord with written notice at least 20 days before terminating the  
25 rental agreement. If a tenant terminates a rental agreement under  
26 this subsection (1)(f)(ii), the tenant only owes pro rata rent  
27 through the date upon which the tenant vacates the dwelling unit. A  
28 landlord may not charge a tenant any fines or fees for terminating a  
29 rental agreement under this subsection (1)(f)(ii). This subsection  
30 (1)(f)(ii) does not apply to any tenancy in a dwelling unit operated  
31 by a public housing authority, public development authority, or  
32 nonprofit organization that qualifies for an exemption under section  
33 102(2) of this act.

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

36 (a) The tenant continues in possession in person or by subtenant  
37 after a default in the payment of rent, and after written notice  
38 requiring, in the alternative, the payment of the rent or the  
39 surrender of the detained premises has remained uncomplied with for  
40 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. 109.** RCW 59.18.270 and 2011 c 132 s 14 are each amended to  
39 read as follows:



1       (1) If a landlord charges a tenant any move-in fees or security  
2 deposits, the move-in fees and security deposits combined may not  
3 exceed one month's rent.

4       (2) All moneys paid to the landlord by the tenant as a deposit as  
5 security for performance of the tenant's obligations in a lease or  
6 rental agreement shall promptly be deposited by the landlord in a  
7 trust account, maintained by the landlord for the purpose of holding  
8 such security deposits for tenants of the landlord, in a financial  
9 institution as defined by RCW ((~~30.22.041~~)) 30A.22.041 or licensed  
10 escrow agent located in Washington. Unless otherwise agreed in  
11 writing, the landlord shall be entitled to receipt of interest paid  
12 on such trust account deposits. The landlord shall provide the tenant  
13 with a written receipt for the deposit and shall provide written  
14 notice of the name and address and location of the depository and any  
15 subsequent change thereof. If during a tenancy the status of landlord  
16 is transferred to another, any sums in the deposit trust account  
17 affected by such transfer shall simultaneously be transferred to an  
18 equivalent trust account of the successor landlord, and the successor  
19 landlord shall promptly notify the tenant of the transfer and of the  
20 name, address, and location of the new depository. If, during the  
21 tenancy, the tenant's dwelling unit is foreclosed upon and the  
22 tenant's deposit is not transferred to the successor after the  
23 foreclosure sale or other transfer of the property from the  
24 foreclosed-upon owner to a successor, the foreclosed-upon owner shall  
25 promptly refund the full deposit to the tenant immediately after the  
26 foreclosure sale or transfer. If the foreclosed-upon owner does not  
27 either immediately refund the full deposit to the tenant or transfer  
28 the deposit to the successor, the foreclosed-upon owner is liable to  
29 the tenant for damages up to two times the amount of the deposit. In  
30 any action brought by the tenant to recover the deposit, the  
31 prevailing party is entitled to recover the costs of suit or  
32 arbitration, including reasonable attorneys' fees. The tenant's claim  
33 to any moneys paid under this section shall be prior to that of any  
34 creditor of the landlord, including a trustee in bankruptcy or  
35 receiver, even if such moneys are commingled.

36       **Sec. 110.** RCW 59.18.170 and 2020 c 177 s 1 are each amended to  
37 read as follows:

38       (1) If at any time during the tenancy the tenant fails to carry  
39 out the duties required by RCW 59.18.130 or 59.18.140, the landlord

1 may, in addition to pursuit of remedies otherwise provided by law,  
2 give written notice to the tenant of said failure, which notice shall  
3 specify the nature of the failure.

4 (2) The landlord may not charge a late fee for rent that is paid  
5 within five days following its due date. If rent is more than five  
6 days past due, the landlord may charge late fees commencing from the  
7 first day after the due date until paid. Late fees may not exceed \$10  
8 per month. Nothing in this subsection prohibits a landlord from  
9 serving a notice to pay or vacate at any time after the rent becomes  
10 due.

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

## 23 PART II

### 24 MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT

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

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

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

33 (b) During any 12-month period, in an amount greater than five  
34 percent.

35 (2) If a landlord increases the rent and fees combined above the  
36 amount allowed in subsection (1) of this section as authorized by an  
37 exemption under section 202 of this act, the landlord must include  
38 facts supporting any claimed exemptions in the written notice of the

1 rent increase. Notice must comply with this section, section 203 of  
2 this act, RCW 59.20.090(2), and be served in accordance with RCW  
3 59.12.040.

4 (3) A landlord may not charge a higher rent or fees or include  
5 terms of payment or other material conditions in a rental agreement  
6 that are more burdensome to a tenant for a month-to-month rental  
7 agreement than for a rental agreement where the term is greater than  
8 month-to-month, or vice versa.

9 (4) A landlord who engages in practices in violation of this  
10 section, section 202 of this act, section 203 of this act, RCW  
11 59.20.060, 59.20.090, or 59.20.170 is liable for:

12 (a) Damages in the amount of any excess rent, fees, or other  
13 costs paid by the tenant;

14 (b) Mandatory damages equal to three months of any unlawful rent,  
15 fees, or other costs charged by the landlord; and

16 (c) Reasonable attorneys' fees and costs incurred in bringing the  
17 action.

18 (5) The remedies provided by this section are in addition to any  
19 other remedies provided by law, including the remedies provided for  
20 in section 204 of this act.

21 (6) It is a defense to an eviction or other legal action that the  
22 action to remove the tenant and recover possession of the premises  
23 was for nonpayment of rent or fees that were unlawfully increased in  
24 violation of this section.

25 (7) A landlord may not report a tenant to a tenant screening  
26 service provider for failure to pay rent or fees that were unlawfully  
27 increased in violation of this section.

28 (8) A local government may adopt policies, ordinances, or other  
29 regulations to enforce this act.

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

32 A landlord may increase rent and fees combined in an amount  
33 greater than allowed under section 201 of this act only as authorized  
34 by the exemptions described in this section or as provided in RCW  
35 59.20.060(2)(c).

36 (1) For a tenancy on a manufactured/mobile home lot operated by a  
37 public housing authority, public development authority, or nonprofit  
38 organization where maximum rents are regulated by other laws or  
39 local, state, or federal affordable housing program requirements,

1 rent and fee increases that comply with legally binding and recorded  
2 regulatory agreements are not limited by section 201 of this act.

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

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

16 A landlord must provide a tenant with annual notice of rent and  
17 fee increases in substantially the following form. Notice under this  
18 section must comply with the requirements in RCW 59.20.090(2) and be  
19 served in accordance with RCW 59.12.040.

20 "TO TENANTS: (tenant name(s))

21 AT ADDRESS: (tenant address)

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

23 This notice is required by Washington state law to inform you of  
24 your rights regarding rent and fee increases. Washington state limits  
25 how much your landlord can raise your rent and fees.

26 (1) Your landlord can raise your rent and fees combined once  
27 every 12 months by up to five percent, as allowed by section 201 of  
28 this act. Your landlord is not required to raise the rent or fees by  
29 any amount.

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

34 (3) Your landlord must properly and fully complete the form below  
35 to notify you of any rent and fee increases and any exemptions  
36 claimed.

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

38 \_\_\_ Raise your rent and/or fees: Your total rent and fee increase  
39 effective (date) will be (percent), which totals an additional \$

1 (dollar amount) per month, for a new total amount of \$(dollar amount)  
2 per month for rent and fees combined.

3 This rent and/or fee increase is allowed by state law and is  
4 (check one of the following):

5  A lower rent and/or fee increase than the maximum allowed by  
6 state law.

7  The maximum rent and/or fee increase allowed by state law.

8  Authorized by an exemption under section 202 of this act. If  
9 the rent and/or fee increase is authorized by an exemption, your  
10 landlord must fill out the section of the form below.

11 **EXEMPTIONS CLAIMED BY LANDLORD**

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

17  You live on a manufactured/mobile home lot operated by a  
18 public housing authority, public development authority, or nonprofit  
19 organization where maximum rents are regulated by other laws or  
20 local, state, or federal affordable housing program requirements, so  
21 rent and fee increases that comply with legally binding and recorded  
22 regulatory agreements are not limited by section 201 of this act.  
23 (The landlord must include facts or attach documents supporting the  
24 exemption.)

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

37 NEW SECTION. **Sec. 204.** A new section is added to chapter 59.20  
38 RCW to read as follows:

1       The legislature finds that the practices covered by section 201  
2 of this act, section 202 of this act, section 203 of this act, RCW  
3 59.20.060, 59.20.090, and 59.20.170 are matters vitally affecting the  
4 public interest for the purpose of applying the consumer protection  
5 act, chapter 19.86 RCW. A violation of section 201 of this act,  
6 section 202 of this act, section 203 of this act, RCW 59.20.060,  
7 59.20.090, or 59.20.170 by a landlord is not reasonable in relation  
8 to the development and preservation of business and is an unfair or  
9 deceptive act in trade or commerce and an unfair method of  
10 competition for the purpose of applying the consumer protection act,  
11 chapter 19.86 RCW.

12       **Sec. 205.** RCW 59.20.090 and 2019 c 23 s 5 are each amended to  
13 read as follows:

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

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

22       (b) If a landlord intends to increase the rent and fees combined  
23 in an amount of three percent or more, the landlord must provide  
24 written notice to each affected tenant a minimum of 180 days before  
25 the effective date of the increase. This subsection (2)(b) does not  
26 apply to any tenancy on a manufactured/mobile home lot operated by a  
27 public housing authority, public development authority, or nonprofit  
28 organization that qualifies for an exemption under section 202(1) of  
29 this act.

30       (3) ~~((A))~~ Except as provided in subsection (4) of this section, a  
31 tenant shall notify the landlord in writing one month prior to the  
32 expiration of a rental agreement of an intention not to renew.

33       (4)(a) The tenant may terminate the rental agreement upon  
34 ~~((thirty))~~ 30 days written notice whenever a change in the location  
35 of the tenant's employment requires a change in his or her residence,  
36 and shall not be liable for rental following such termination unless  
37 after due diligence and reasonable effort the landlord is not able to  
38 rent the mobile home lot at a fair rental. If the landlord is not  
39 able to rent the lot, the tenant shall remain liable for the rental

1 specified in the rental agreement until the lot is rented or the  
2 original term ends.

3 (b) Any tenant who is a member of the armed forces, including the  
4 national guard and armed forces reserves, or that tenant's spouse or  
5 dependent, may terminate a rental agreement with less than (~~thirty~~)  
6 30 days notice if the tenant receives permanent change of station or  
7 deployment orders which do not allow greater notice. The service  
8 member shall provide the landlord a copy of the official military  
9 orders or a signed letter from the service member's commanding  
10 officer confirming any of the following criteria are met:

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

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

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

20 (iv) After entering into a rental agreement, the commanding  
21 officer directs the service member to move into government provided  
22 housing;

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

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

32 (c) If a landlord provides notice to a tenant that the landlord  
33 intends to increase the rent and fees combined in an amount of three  
34 percent or more, the tenant may terminate the rental agreement at any  
35 time prior to the effective date of the increase by providing the  
36 landlord with written notice at least 30 days before terminating the  
37 rental agreement. If a tenant terminates a rental agreement under  
38 this subsection (4)(c), the tenant only owes pro rata rent through  
39 the date upon which the tenant vacates the manufactured/mobile home  
40 lot. A landlord may not charge a tenant any fines or fees for

1 terminating a rental agreement under this subsection (4)(c). This  
2 subsection (4)(c) does not apply to any tenancy on a manufactured/  
3 mobile home lot operated by a public housing authority, public  
4 development authority, or nonprofit organization that qualifies for  
5 an exemption under section 202(1) of this act.

6 **Sec. 206.** RCW 59.20.170 and 2004 c 136 s 2 are each amended to  
7 read as follows:

8 (1) If a landlord charges a tenant any move-in fees or security  
9 deposits, the move-in fees and security deposits combined may not  
10 exceed one month's rent.

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

32 (~~(2) All moneys paid, in excess of two months' rent on the~~  
33 ~~mobile home lot, to the landlord by the tenant as a deposit as~~  
34 ~~security for performance of the tenant's obligations in a rental~~  
35 ~~agreement shall be deposited into an interest-bearing trust account~~  
36 ~~for the particular tenant. The interest accruing on the deposit in~~  
37 ~~the account, minus fees charged to administer the account, shall be~~  
38 ~~paid to the tenant on an annual basis. All other provisions of~~



1 ~~subsection (1) of this section shall apply to deposits under this~~  
2 ~~subsection.)~~)

3 **Sec. 207.** RCW 59.20.060 and 2023 c 40 s 3 are each amended to  
4 read as follows:

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

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

12 (b) Reasonable rules for guest parking which shall be clearly  
13 stated;

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

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

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

24 (f) A forwarding address of the tenant or the name and address of  
25 a person who would likely know the whereabouts of the tenant in the  
26 event of an emergency or an abandonment of the mobile home,  
27 manufactured home, or park model;

28 (g) A statement that: "The park may be sold or otherwise  
29 transferred at any time with the result that subsequent owners may  
30 close the mobile home park, or that the landlord may close the park  
31 at any time after the required closure notice as provided in RCW  
32 59.20.080." The statement required by this subsection must: (i)  
33 Appear in print that is in boldface and is larger than the other text  
34 of the rental agreement; (ii) be set off by means of a box, blank  
35 space, or comparable visual device; and (iii) be located directly  
36 above the tenant's signature on the rental agreement;

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

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

6 (j) A listing of the utilities, services, and facilities which  
7 will be available to the tenant during the tenancy and the nature of  
8 the fees, if any, to be charged together with a statement that, in  
9 the event any utilities are changed to be charged independent of the  
10 rent during the term of the rental agreement, the landlord agrees to  
11 decrease the amount of the rent charged proportionately;

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

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

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

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

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

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

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

34 (b) Which authorizes the towing or impounding of a vehicle except  
35 upon notice to the owner thereof or the tenant whose guest is the  
36 owner of the vehicle;

37 (c) Which allows the landlord to alter the due date for rent  
38 payment or increase the rent: (i) During the term of the rental  
39 agreement if the term is less than two years, or (ii) more frequently  
40 than annually if the initial term is for two years or more: PROVIDED,

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

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

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

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

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

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

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

39 (j) Allowing the landlord to charge a late fee for rent that is  
40 paid within five days following its due date. If rent is more than

1 five days past due, the landlord may charge late fees commencing from  
2 the first day after the due date until paid. Late fees may not exceed  
3 \$10 per month. Nothing in this subsection prohibits a landlord from  
4 serving a notice to pay or vacate at any time after the rent becomes  
5 due.

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

8 **Sec. 208.** RCW 59.20.030 and 2023 c 40 s 2 are each amended to  
9 read as follows:

10 For purposes of this chapter:

11 (1) "Abandoned" as it relates to a mobile home, manufactured  
12 home, or park model owned by a tenant in a mobile home park, mobile  
13 home park cooperative, or mobile home park subdivision or tenancy in  
14 a mobile home lot means the tenant has defaulted in rent and by  
15 absence and by words or actions reasonably indicates the intention  
16 not to continue tenancy;

17 (2) "Active duty" means service authorized by the president of  
18 the United States, the secretary of defense, or the governor for a  
19 period of more than (~~thirty~~) 30 consecutive days;

20 (3) "Community land trust" means a private, nonprofit, community-  
21 governed, and/or membership corporation whose mission is to acquire,  
22 hold, develop, lease, and steward land for making homes, farmland,  
23 gardens, businesses, and other community assets permanently  
24 affordable for current and future generations. A community land  
25 trust's bylaws prescribe that the governing board is comprised of  
26 individuals who reside in the community land trust's service area,  
27 one-third of whom are currently, or could be, community land trust  
28 leaseholders;

29 (4) "Eligible organization" includes community land trusts,  
30 resident nonprofit cooperatives, local governments, local housing  
31 authorities, nonprofit community or neighborhood-based organizations,  
32 federally recognized Indian tribes in the state of Washington, and  
33 regional or statewide nonprofit housing assistance organizations;

34 (5) "Housing and low-income assistance organization" means an  
35 organization that provides tenants living in mobile home parks,  
36 manufactured housing communities, and manufactured/mobile home  
37 communities with information about their rights and other pertinent  
38 information;

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

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

5 (8) "Local government" means a town government, city government,  
6 code city government, or county government in the state of  
7 Washington;

8 (9) "Manufactured home" means a single-family dwelling built  
9 according to the United States department of housing and urban  
10 development manufactured home construction and safety standards act,  
11 which is a national preemptive building code. A manufactured home  
12 also: (a) Includes plumbing, heating, air conditioning, and  
13 electrical systems; (b) is built on a permanent chassis; and (c) can  
14 be transported in one or more sections with each section at least  
15 eight feet wide and 40 feet long when transported, or when installed  
16 on the site is (~~three hundred twenty~~) 320 square feet or greater;

17 (10) "Manufactured/mobile home" means either a manufactured home  
18 or a mobile home;

19 (11) "Mobile home" means a factory-built dwelling built prior to  
20 June 15, 1976, to standards other than the United States department  
21 of housing and urban development code, and acceptable under  
22 applicable state codes in effect at the time of construction or  
23 introduction of the home into the state. Mobile homes have not been  
24 built since the introduction of the United States department of  
25 housing and urban development manufactured home construction and  
26 safety act;

27 (12) "Mobile home lot" means a portion of a mobile home park or  
28 manufactured housing community designated as the location of one  
29 mobile home, manufactured home, or park model and its accessory  
30 buildings, and intended for the exclusive use as a primary residence  
31 by the occupants of that mobile home, manufactured home, or park  
32 model;

33 (13) "Mobile home park cooperative" or "manufactured housing  
34 cooperative" means real property consisting of common areas and two  
35 or more lots held out for placement of mobile homes, manufactured  
36 homes, or park models in which both the individual lots and the  
37 common areas are owned by an association of shareholders which leases  
38 or otherwise extends the right to occupy individual lots to its own  
39 members;

1 (14) "Mobile home park subdivision" or "manufactured housing  
2 subdivision" means real property, whether it is called a subdivision,  
3 condominium, or planned unit development, consisting of common areas  
4 and two or more lots held for placement of mobile homes, manufactured  
5 homes, or park models in which there is private ownership of the  
6 individual lots and common, undivided ownership of the common areas  
7 by owners of the individual lots;

8 (15) "Mobile home park," "manufactured housing community," or  
9 "manufactured/mobile home community" means any real property which is  
10 rented or held out for rent to others for the placement of two or  
11 more mobile homes, manufactured homes, or park models for the primary  
12 purpose of production of income, except where such real property is  
13 rented or held out for rent for seasonal recreational purpose only  
14 and is not intended for year-round occupancy;

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

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

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

28 (19) "Orders" means written official military orders, or any  
29 written notification, certification, or verification from the service  
30 member's commanding officer, with respect to the service member's  
31 current or future military status;

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

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

39 (22) "Qualified sale of manufactured/mobile home community" means  
40 the sale, as defined in RCW 82.45.010, of land and improvements

1 comprising a manufactured/mobile home community that is transferred  
2 in a single purchase to a qualified tenant organization or to an  
3 eligible organization for the purpose of preserving the property as a  
4 manufactured/mobile home community;

5 (23) "Qualified tenant organization" means a formal organization  
6 of tenants within a manufactured/mobile home community, with the only  
7 requirement for membership consisting of being a tenant. If a  
8 majority of the tenants, based on home sites within the manufactured/  
9 mobile home community, agree that they want to preserve the  
10 manufactured/mobile home community then they will appoint a  
11 spokesperson to represent the wishes of the qualified tenant  
12 organization to the landlord and the landlord's representative;

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

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

25 (26) "Resident nonprofit cooperative" means a nonprofit  
26 cooperative corporation formed by a group of manufactured/mobile home  
27 community residents for the purpose of acquiring the manufactured/  
28 mobile home community in which they reside and converting the  
29 manufactured/mobile home community to a mobile home park cooperative  
30 or manufactured housing cooperative;

31 ~~((26))~~ (27) "Service member" means an active member of the  
32 United States armed forces, a member of a military reserve component,  
33 or a member of the national guard who is either stationed in or a  
34 resident of Washington state;

35 ~~((27))~~ (28) "Tenant" means any person, except a transient, who  
36 rents a mobile home lot;

37 ~~((28))~~ (29) "Transient" means a person who rents a mobile home  
38 lot for a period of less than one month for purposes other than as a  
39 primary residence.

