
HOUSE BILL 1124

State of Washington

68th Legislature

2023 Regular Session

By Representative Peterson

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

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

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

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

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

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

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

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

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

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

21 (5) For the purposes of this section, "base rent" means the
22 lowest monthly or periodic rent paid by the tenant in the 12 months
23 preceding the date of the notice of rent increase. "Base rent" does
24 not include amounts paid for utilities where such amounts are paid
25 separately from rent and are based upon actual utility usage and the
26 amount billed by the utility company or service provider.

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

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

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

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

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

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

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

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

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

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

37 (c) If a landlord and tenant enter into a rental agreement for a
38 specified period in which the tenancy by the terms of the rental
39 agreement does not continue for an indefinite period on a month-to-

1 month or periodic basis after the end of the specified period, the
2 landlord may end such a tenancy without cause upon expiration of the
3 specified period only if:

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

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

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

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

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

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

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

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

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

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

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

38 (e) The tenant continues in possession after the owner elects to
39 sell a single-family residence and the landlord has provided at least
40 90 days' advance written notice of the date the tenant's possession

1 is to end. For the purposes of this subsection (2)(e), an owner
2 "elects to sell" when the owner makes reasonable attempts to sell the
3 dwelling within 30 days after the tenant has vacated, including, at a
4 minimum, listing it for sale at a reasonable price with a realty
5 agency or advertising it for sale at a reasonable price by listing it
6 on the real estate multiple listing service. There shall be a
7 rebuttable presumption that the owner did not intend to sell the unit
8 if:

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

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

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

21 (g) The tenant continues in possession after the owner elects to
22 withdraw the premises to pursue a conversion pursuant to RCW
23 64.34.440 or 64.90.655;

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

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

38 (j) The tenant continues in possession of a dwelling unit in
39 transitional housing after having received at least 30 days' advance
40 written notice to vacate in advance of the expiration of the

1 transitional housing program, the tenant has aged out of the
2 transitional housing program, or the tenant has completed an
3 educational or training or service program and is no longer eligible
4 to participate in the transitional housing program. Nothing in this
5 subsection (2)(j) prohibits the ending of a tenancy in transitional
6 housing for any of the other causes specified in this subsection;

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

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

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

34 (n)(i) The tenant continues in possession after having received
35 at least 60 days' written notice to vacate prior to the end of the
36 period or rental agreement and the tenant has committed four or more
37 of the following violations, other than ones for monetary damages,
38 within the preceding 12-month period, the tenant has remedied or
39 cured the violation, and the landlord has provided the tenant a
40 written warning notice at the time of each violation: A substantial

1 breach of a material program requirement of subsidized housing, a
2 substantial breach of a material term subscribed to by the tenant
3 within the lease or rental agreement, or a substantial breach of a
4 tenant obligation imposed by law;

5 (ii) Each written warning notice must:

6 (A) Specify the violation;

7 (B) Provide the tenant an opportunity to cure the violation;

8 (C) State that the landlord may choose to end the tenancy at the
9 end of the rental term if there are four violations within a 12-month
10 period preceding the end of the term; and

11 (D) State that correcting the fourth or subsequent violation is
12 not a defense to the ending of the lease under this subsection;

13 (iii) The 60-day notice to vacate must:

14 (A) State that the rental agreement will end upon the specified
15 ending date for the rental term or upon a designated date not less
16 than 60 days after the delivery of the notice, whichever is later;

17 (B) Specify the reason for ending the lease and supporting facts;
18 and

19 (C) Be served to the tenant concurrent with or after the fourth
20 or subsequent written warning notice;

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

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

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

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

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

1 tenant based on the person's race, gender, or other protected status
2 in violation of any covenant or term in the lease.

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

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

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

32 (6) All written notices required under subsection (2) of this
33 section must:

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

35 (b) Identify the facts and circumstances known and available to
36 the landlord at the time of the issuance of the notice that support
37 the cause or causes with enough specificity so as to enable the
38 tenant to respond and prepare a defense to any incidents alleged. The
39 landlord may present additional facts and circumstances regarding the

1 allegations within the notice if such evidence was unknown or
2 unavailable at the time of the issuance of the notice.

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

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

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

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

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

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

37 (b) Any agreement, whether oral or written, between a landlord
38 and tenant, or their representatives, and entered into pursuant to an

1 unlawful detainer action under this chapter that requires the tenant
2 to pay any amount in violation of RCW 59.18.283 or the statutory
3 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any
4 rights of the tenant under RCW 59.18.410 or any other rights afforded
5 under this chapter except as provided in RCW 59.18.360 is void and
6 unenforceable. A landlord may not threaten a tenant with eviction for
7 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

9 (a) Agrees to waive or to forgo rights or remedies under this
10 chapter; or

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

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

15 (d) Agrees to the exculpation or limitation of any liability of
16 the landlord arising under law or to indemnify the landlord for that
17 liability or the costs connected therewith; or

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

20 (f) Agrees to pay late fees in excess of \$75 or for rent that is
21 paid within five days following its due date. If rent is more than
22 five days past due, the landlord may charge late fees commencing from
23 the first day after the due date until paid. Nothing in this
24 subsection prohibits a landlord from serving a notice to pay or
25 vacate at any time after the rent becomes due; or

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

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

34 (4) The common law right of the landlord of distress for rent is
35 hereby abolished for property covered by this chapter. Any provision
36 in a rental agreement creating a lien upon the personal property of
37 the tenant or authorizing a distress for rent is null and void and of
38 no force and effect. Any landlord who takes or detains the personal
39 property of a tenant without the specific written consent of the
40 tenant to such incident of taking or detention, and who, after

1 written demand by the tenant for the return of his or her personal
2 property, refuses to return the same promptly shall be liable to the
3 tenant for the value of the property retained, actual damages, and if
4 the refusal is intentional, may also be liable for damages of up to
5 \$500 per day but not to exceed \$5,000, for each day or part of a day
6 that the tenant is deprived of his or her property. The prevailing
7 party may recover his or her costs of suit and a reasonable
8 attorneys' fee.

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

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

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

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

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

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

34 (b) The notice must inform the tenant, in clear language, that
35 because the landlord seeks to increase the rent paid by the tenant in
36 an amount greater than five percent above the base rent, pursuant to
37 (a) of this subsection, the tenant may terminate the tenancy at any
38 point prior to the effective date of the increase by providing 45

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

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

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

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

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

19 (g) For the purposes of this section, "base rent" means the
20 lowest monthly or periodic rent paid by the tenant in the 12 months
21 preceding the date of the notice of rent increase. "Base rent" does
22 not include amounts paid for utilities where such amounts are paid
23 separately from rent and are based upon actual utility usage and the
24 amount billed by the utility company or service provider.

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

34 (b) Any tenant who is a member of the armed forces, including the
35 national guard and armed forces reserves, or that tenant's spouse or
36 dependent, may terminate a rental agreement with less than ((~~thirty~~))
37 30 days notice if the tenant receives permanent change of station or
38 deployment orders which do not allow greater notice. The service
39 member shall provide the landlord a copy of the official military

1 orders or a signed letter from the service member's commanding
2 officer confirming any of the following criteria are met:

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

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

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

12 (iv) After entering into a rental agreement, the commanding
13 officer directs the service member to move into government provided
14 housing;

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

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

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