
SUBSTITUTE HOUSE BILL 1236

State of Washington

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2021 Regular Session

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

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

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

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

11 As used in this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29 (i) The mortgagee;

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

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

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

36 (v) An attorney-at-law;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 (33) "Tenant representative" means:

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

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

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

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

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

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

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

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

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

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

3 (c) An affordable housing levy authorized under RCW 84.52.105; or

4 (d) The surcharges authorized by RCW 36.22.178 and 36.22.179 and
5 any of the surcharges authorized in chapter 43.185C RCW.

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

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

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

20 (b) Provided that the initial term of the tenancy is for a
21 specified time of one year, a landlord may terminate the tenancy
22 without cause at the end of the first year of the tenancy upon 60
23 days' prior written notice, served in a manner consistent with RCW
24 59.12.040. If a landlord does not give 60 days' notice as provided in
25 this subsection, the tenancy becomes a monthly periodic tenancy until
26 further agreement of the landlord and tenant, which can only be
27 terminated for the reasons listed as cause enumerated in subsection
28 (2) of this section.

29 (c) Except as provided in (b) of this subsection, a landlord may
30 not terminate a tenancy for a specified time except for the causes
31 enumerated in subsection (2) of this section. Upon the end date of
32 the specified time, the tenancy becomes a monthly periodic tenancy.
33 Nothing prohibits a landlord and tenant from entering into subsequent
34 lease agreements that are in compliance with the termination
35 requirements in subsection (2) of this section.

36 (d) A tenant may terminate a tenancy for a specified time by
37 providing notice in writing not less than 20 days prior to the ending
38 date of the specified time.

1 (2) The following reasons listed in this subsection, and no
2 others, constitute cause:

3 (a) The tenant continues in possession in person or by subtenant
4 after a default in the payment of rent, and after written notice
5 requiring, in the alternative, the payment of the rent or the
6 surrender of the detained premises has remained uncomplied with for
7 the period set forth in RCW 59.12.030(3) for tenants subject to this
8 chapter. The written notice may be served at any time after the rent
9 becomes due, provided the unpaid rent did not accrue between March 1,
10 2020, and the end of a declared federal or state public health
11 emergency related to the COVID-19 pandemic. If the tenant accrues
12 unpaid rent between March 1, 2020, and the end of a declared federal
13 or state public health emergency related to the COVID-19 pandemic,
14 the landlord shall have offered a reasonable schedule for the
15 repayment of unpaid rent that does not exceed monthly payments equal
16 to one-third of the monthly rental charges during the period of
17 accrued debt. If a tenant fails to accept the terms of a reasonable
18 repayment plan within 14 days of the landlord's offer or defaults on
19 any rent owed under a repayment plan, the landlord may proceed with
20 an unlawful detainer action as set forth in RCW 59.12.030(3). The
21 court shall consider the tenant's circumstances, including decreased
22 income or increased expenses due to COVID-19, and the repayment plan
23 terms offered during any unlawful detainer proceeding;

24 (b) The tenant continues in possession after substantial breach
25 of a material program requirement of subsidized housing, material
26 term subscribed to by the tenant within the lease or rental
27 agreement, or a tenant obligation imposed by law, other than one for
28 monetary damages, and after the landlord has served written notice
29 specifying the acts or omissions constituting the breach and
30 requiring, in the alternative, that the breach be remedied or the
31 rental agreement will terminate, and the breach has not been
32 adequately remedied by the date specified in the notice, which date
33 shall be at least 10 days after service of the notice;

34 (c) The tenant continues in possession after having received at
35 least three days' written notice to quit after he or she commits or
36 permits waste or nuisance upon the premises, unlawful activity that
37 affects the use and enjoyment of the premises, or other substantial
38 or repeated and unreasonable interference with the use and enjoyment
39 of the premises by the landlord or neighbors of the tenant;

1 (d) The tenant continues in possession after the landlord of a
2 dwelling unit in good faith seeks possession so that the owner or his
3 or her immediate family may occupy the unit as that person's
4 principal residence and no substantially equivalent unit is vacant
5 and available to house the owner or his or her immediate family in
6 the same building, and the owner has given at least 90 days' advance
7 written notice of the date the tenant's possession is to end. There
8 is a rebuttable presumption that the owner did not act in good faith
9 if the owner or immediate family fails to occupy the unit as a
10 principal residence for at least 60 consecutive days during the 90
11 days immediately after the tenant vacated the unit pursuant to a
12 notice of termination using this subsection (2)(d) as the cause for
13 termination;

14 (e) The tenant continues in possession after the landlord elects
15 to sell a single family residence and the landlord has given at least
16 90 days' advance written notice of the date the tenant's possession
17 is to end. For the purposes of this subsection (2)(e), an owner
18 "elects to sell" when the owner makes reasonable attempts to sell the
19 dwelling within 30 days after the tenant has vacated, including, at a
20 minimum, listing it for sale at a reasonable price with a realty
21 agency or advertising it for sale at a reasonable price by listing it
22 on the real estate multiple listing service. There shall be a
23 rebuttable presumption that the owner did not intend to sell the unit
24 if:

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

29 (ii) Within 90 days after the date the tenant vacated or the date
30 the property was listed for sale, whichever is later, the owner
31 withdraws the rental unit from the market, rents the unit to someone
32 other than the former tenant, or otherwise indicates that the owner
33 does not intend to sell the unit;

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

37 (g) The tenant continues in possession after the owner elects to
38 withdraw the premises to pursue a conversion pursuant to RCW
39 64.34.440 or 64.90.655;

1 (h) The tenant continues in possession, after the landlord has
2 served 30 days' advance written notice that: (i) The premises has
3 been certified or condemned as uninhabitable by a local agency
4 charged with the authority to issue such an order; and (ii) continued
5 habitation of the premises would subject the landlord to civil or
6 criminal penalties. However, if the terms of the local agency's order
7 do not allow the landlord to provide 30 days' advance written notice,
8 the landlord shall provide as much advance written notice as is
9 possible and still comply with the order;

10 (i) The tenant continues in possession after an owner or lessor,
11 with whom the tenant shares the dwelling unit or access to a common
12 kitchen or bathroom area, has served a 20-day notice to quit or
13 vacate prior to the end of the rental term or, if a periodic tenancy,
14 the end of the rental period;

15 (j) The tenant continues in possession of a dwelling unit in
16 transitional housing after having received a 30-day notice to vacate
17 in advance of the expiration of the program, the tenant has aged out
18 of the program, or the tenant has completed an educational or
19 training or service program and is no longer eligible to participate.
20 Nothing in this subsection (2)(j) shall be construed to prohibit the
21 termination of a tenancy in transitional housing for any of the other
22 causes specified in this subsection;

23 (k) In cases where the tenant resides in subsidized housing, the
24 tenant continues in possession after the expiration of a rental
25 agreement without signing a proposed new rental agreement proffered
26 by the landlord; provided, that the landlord proffered the proposed
27 new rental agreement at least 30 days and no more than 90 days prior
28 to the expiration of the current rental agreement and that any new
29 terms and conditions of the proposed new rental agreement are
30 reasonable. This subsection (2)(k) shall not apply to tenants whose
31 tenancies are or have become periodic;

32 (l)(i) The tenant continues in possession after having received a
33 30-day notice to quit due to intentional, knowing, and material
34 misrepresentations or omissions made on the tenant's application at
35 the inception of the tenancy that, had these misrepresentations or
36 omissions not been made, would have resulted in the landlord
37 requesting additional information or taking an adverse action. Except
38 as provided in (l)(ii) of this subsection, the 30-day notice must be
39 served on the tenant within the first 60 days of the initiation of
40 the tenancy;

1 (ii) The landlord may seek termination under this subsection
2 (2)(1) at any time during the tenancy if the misrepresentation makes
3 the tenant ineligible for subsidized housing as defined in this
4 chapter.

5 (3)(a) Where a tenant has permanently vacated due to voluntary or
6 involuntary events, other than by termination by the landlord, any
7 remaining occupants who had coresided with the tenant prior to and up
8 to the time the tenant permanently vacated must immediately apply or
9 reapply as a prospective tenant in order to continue to reside in the
10 dwelling unit and must meet the same screening, background, and
11 financial criteria as would any other prospective tenant in order to
12 continue the tenancy on the same terms and conditions as the vacating
13 tenant. In the event that the occupant fails to apply within 90 days
14 of when the primary tenant vacates or the application is denied for
15 failure to meet the criteria, the landlord may commence an unlawful
16 detainer action under this chapter. Where an occupant succeeds to the
17 tenancy pursuant to this subsection (3)(a), a landlord may not
18 terminate the tenancy except as provided under subsection (2) of this
19 section.

20 (b) This subsection (3) does not apply to tenants residing in
21 subsidized housing.

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

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

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

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

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

1 circumstances regarding the allegations within the notice where such
2 evidence was unknown or unavailable at the time of the issuance of
3 the notice.

4 **Sec. 3.** RCW 59.18.200 and 2019 c 339 s 1 and 2019 c 23 s 2 are
5 each reenacted and amended to read as follows:

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

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

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

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

37 (c)(i) Whenever a landlord plans to demolish or substantially
38 rehabilitate premises or plans a change of use of premises, the
39 landlord shall provide a written notice to a tenant at least (~~one~~

1 ~~hundred twenty~~) 120 days before termination of the tenancy. This
2 subsection (2)(c)(i) does not apply to jurisdictions that have
3 created a relocation assistance program under RCW 59.18.440 and
4 otherwise provide (~~one hundred twenty~~) 120 days' notice.

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

6 (A) "Assisted housing development" means a multifamily rental
7 housing development that either receives government assistance and is
8 defined as federally assisted housing in RCW 59.28.020, or that
9 receives other federal, state, or local government assistance and is
10 subject to use restrictions.

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

22 (C) "Demolish" means the destruction of premises or the
23 relocation of premises to another site that results in the
24 displacement of an existing tenant.

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

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

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

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

1 (2) Any tenant who is a member of the armed forces, including the
2 national guard and armed forces reserves, or that tenant's spouse or
3 dependent, may terminate a tenancy for a specified time if the tenant
4 receives permanent change of station or deployment orders. Before
5 terminating the tenancy, the tenant, or that tenant's spouse or
6 dependent, shall provide written notice of (~~twenty~~) 20 days or more
7 to the landlord, which notice shall include a copy of the official
8 military orders or a signed letter from the service member's
9 commanding officer confirming any of the following criteria are met:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 tenant is deprived of his or her property. The prevailing party may
2 recover his or her costs of suit and a reasonable attorneys' fee.

3 In any action, including actions pursuant to chapters 7.64 or
4 12.28 RCW, brought by a tenant or other person to recover possession
5 of his or her personal property taken or detained by a landlord in
6 violation of this section, the court, upon motion and after notice to
7 the opposing parties, may waive or reduce any bond requirements where
8 it appears to be to the satisfaction of the court that the moving
9 party is proceeding in good faith and has, prima facie, a meritorious
10 claim for immediate delivery or redelivery of said property.

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

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

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

23 (2) When he or she, having leased property for an indefinite time
24 with monthly or other periodic rent reserved, continues in possession
25 thereof, in person or by subtenant, after the end of any such month
26 or period, when the landlord, more than ((~~twenty~~)) 20 days prior to
27 the end of such month or period, has served notice (in manner in RCW
28 59.12.040 provided) requiring him or her to quit the premises at the
29 expiration of such month or period;

30 (3) When he or she continues in possession in person or by
31 subtenant after a default in the payment of rent, and after notice in
32 writing requiring in the alternative the payment of the rent or the
33 surrender of the detained premises, served (in manner in RCW
34 59.12.040 provided) on behalf of the person entitled to the rent upon
35 the person owing it, has remained uncomplished with for the period of
36 three days after service, or for the period of ((~~fourteen~~)) 14 days
37 after service for tenancies under chapter 59.18 RCW. The notice may
38 be served at any time after the rent becomes due. For the purposes of

1 this subsection and as applied to tenancies under chapter 59.18 RCW,
2 "rent" has the same meaning as defined in RCW 59.18.030;

3 (4) When he or she continues in possession in person or by
4 subtenant after a neglect or failure to keep or perform any condition
5 or covenant of the lease or agreement under which the property is
6 held, including any covenant not to assign or sublet, other than one
7 for the payment of rent, and after notice in writing requiring in the
8 alternative the performance of such condition or covenant or the
9 surrender of the property, served (in manner in RCW 59.12.040
10 provided) upon him or her, and if there is a subtenant in actual
11 possession of the premises, also upon such subtenant, shall remain
12 uncomplied with for (~~ten~~) 10 days after service thereof. Within
13 (~~ten~~) 10 days after the service of such notice the tenant, or any
14 subtenant in actual occupation of the premises, or any mortgagee of
15 the term, or other person interested in its continuance, may perform
16 such condition or covenant and thereby save the lease from such
17 forfeiture. For the purposes of this subsection and as applied to
18 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
19 defined in RCW 59.18.030;

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

26 (6) A person who, without the permission of the owner and without
27 having color of title thereto, enters upon land of another and who
28 fails or refuses to remove therefrom after three days' notice, in
29 writing and served upon him or her in the manner provided in RCW
30 59.12.040. Such person may also be subject to the criminal provisions
31 of chapter 9A.52 RCW; or

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

34 NEW SECTION. **Sec. 7.** This act is necessary for the immediate
35 preservation of the public peace, health, or safety, or support of
36 the state government and its existing public institutions, and takes
37 effect immediately.

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