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**HOUSE BILL 1446**

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**State of Washington**

**66th Legislature**

**2019 Regular Session**

**By** Representatives Jinkins, Macri, Robinson, and Morgan

1 AN ACT Relating to mediation under the residential landlord-  
2 tenant act; amending RCW 59.18.180, 59.18.200, 59.18.315, 59.18.375,  
3 59.18.510, and 59.12.030; and adding new sections to chapter 59.18  
4 RCW.

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

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

8 (1) Compliance with the notice and mediation provisions in this  
9 section is required prior to commencement of an unlawful detainer  
10 action. The mediation program is not governed by chapter 7.07 RCW and  
11 does not preclude mediation required by a court or other provision of  
12 law.

13 (2) Every written notice to comply or vacate within thirty days  
14 or of termination of tenancy must specify the noncompliance or  
15 grounds for termination and be accompanied by a written notice of  
16 opportunity to mediate, both of which must be served in the manner  
17 provided in RCW 59.12.040. A landlord shall send a copy of the  
18 written notice of opportunity to mediate to the mediation program  
19 identified by the court for that county. The mediation program shall  
20 be a dispute resolution center established under chapter 7.75 RCW for  
21 that community or locale if one has been established and if the court

1 is satisfied that the program has the requisite capacity to conduct  
2 the mediation program.

3 (3) Within five days of receiving the notice, the mediation  
4 program shall send a notice to the landlord and the tenant:

5 (a) Stating that the parties have been referred to mediation;

6 (b) Identifying the mediator selected;

7 (c) Indicating the date of the mediation, which shall be no more  
8 than thirty days after receipt of the notice, together with the time  
9 and place;

10 (d) Specifying the documents, if any, required for mediation and  
11 the date by which they must be received by the mediator;

12 (e) Providing that either party may be represented in the  
13 mediation session by an attorney or other advocate;

14 (f) Stating that a person with authority to agree to a resolution  
15 must be present in person during the mediation session; and

16 (g) Stating that the parties have a duty to mediate in good faith  
17 and that failure to mediate in good faith may impair the landlord's  
18 ability to prevail in an unlawful detainer action or the tenant's  
19 ability to remain as a tenant or take advantage of other alternatives  
20 to an unlawful detainer action.

21 (4) The mediator may schedule phone conferences, consultations  
22 with the parties individually, and other communications to ensure  
23 that the parties have all the necessary information and documents to  
24 engage in a productive mediation.

25 (5) A violation of the duty to mediate in good faith as required  
26 under this section may include:

27 (a) Failure to timely participate in mediation without good  
28 cause;

29 (b) Failure to provide the documentation required before  
30 mediation or pursuant to the mediator's instructions; and

31 (c) Failure of a party to designate a representative with  
32 adequate authority to fully settle, compromise, or otherwise reach  
33 resolution in mediation.

34 (6) If the mediator reasonably believes a tenant will not attend  
35 a mediation session based on the tenant's conduct, such as the lack  
36 of response to the mediator's communications, the mediator may cancel  
37 a scheduled mediation session and send a written cancellation to the  
38 tenant and the landlord. The landlord may proceed with an unlawful  
39 detainer action after receipt of the mediator's written confirmation  
40 of cancellation.

1 (7) Within five days after the conclusion of the mediation  
2 session, the mediator must send a written certification to the tenant  
3 and the landlord stating:

4 (a) The date, time, and location of the mediation session;

5 (b) The names of all persons attending in person, or  
6 participating by telephone or video conference;

7 (c) Whether resolution was reached by the parties, including  
8 whether any failure to comply was cured or some other alternative to  
9 termination of tenancy or to an unlawful detainer action was agreed  
10 upon by the parties; and

11 (d) Whether the parties participated in the mediation in good  
12 faith.

13 (8) If the parties are unable to reach an agreement, the landlord  
14 may proceed with the unlawful detainer action after receipt of the  
15 mediator's written certification.

16 (9) (a) The mediator's certification that the landlord failed to  
17 act in good faith in mediation constitutes a defense to an unlawful  
18 detainer action predicated on the notice to comply or vacate or  
19 notice of termination that was served with the notice of opportunity  
20 to mediate that initiated the mediation process.

21 (b) The mediator's certification that the landlord failed to act  
22 in good faith during the mediation does not constitute a defense to  
23 an unlawful detainer action if an agreement is reached and the tenant  
24 subsequently fails to comply with the agreement.

25 (10) The landlord shall pay the costs of mediation.

26 **Sec. 2.** RCW 59.18.180 and 2011 c 132 s 10 are each amended to  
27 read as follows:

28 (1) If the tenant fails to comply with any portion of RCW  
29 59.18.130 or 59.18.140, ~~((and such noncompliance can (a)~~  
30 ~~substantially affect the health and safety of the tenant or other~~  
31 ~~tenants, or substantially increase the hazards of fire or accident,~~  
32 ~~and (b) be remedied by repair, replacement of a damaged item, or~~  
33 ~~cleaning, the tenant shall comply within thirty days after written~~  
34 ~~notice by the landlord specifying the noncompliance, or, in the case~~  
35 ~~of emergency as promptly as conditions require. If the tenant fails~~  
36 ~~to remedy the noncompliance within that period the landlord may enter~~  
37 ~~the dwelling unit and cause the work to be done and submit an~~  
38 ~~itemized bill of the actual and reasonable cost of repair, to be~~  
39 ~~payable on the next date when periodic rent is due, or on terms~~

1 mutually agreed to by the landlord and tenant, or immediately if the  
2 rental agreement has terminated. The tenant shall have a defense to  
3 an unlawful detainer action filed solely on this ground if it is  
4 determined at the hearing authorized under the provisions of chapter  
5 59.12 RCW that the tenant is in substantial compliance with the  
6 provisions of this section, or if the tenant remedies the  
7 noncomplying condition within the thirty day period provided for  
8 above or any shorter period determined at the hearing to have been  
9 required because of an emergency: PROVIDED, That if the defective  
10 condition is remedied after the commencement of an unlawful detainer  
11 action, the tenant may be liable to the landlord for statutory costs  
12 and reasonable attorneys' fees.

13 (2) Any other substantial noncompliance by the tenant of RCW  
14 59.18.130 or 59.18.140 constitutes a ground for commencing an action  
15 in unlawful detainer in accordance with chapter 59.12 RCW. A landlord  
16 may commence such action at any time after written notice pursuant to  
17 chapter 59.12 RCW.

18 (3) If drug-related activity is alleged to be a basis for  
19 termination of tenancy under RCW 59.18.130(6), 59.12.030(5), or  
20 59.20.140(5), the compliance provisions of this section do not apply  
21 and the landlord may proceed directly to an unlawful detainer action.

22 (4) If criminal activity on the premises as described in RCW  
23 59.18.130(8) is alleged to be the basis for termination of the  
24 tenancy, and the tenant is arrested as a result of this activity,  
25 then the compliance provisions of this section do not apply and the  
26 landlord may proceed directly to an unlawful detainer action against  
27 the tenant who was arrested for this activity.

28 (5) If gang-related activity, as prohibited under RCW  
29 59.18.130(9), is alleged to be the basis for termination of the  
30 tenancy, then the compliance provisions of this section do not apply  
31 and the landlord may proceed directly to an unlawful detainer action  
32 in accordance with chapter 59.12 RCW, and a)) the landlord may  
33 commence ((such)) an action ((at any time after written notice under  
34 chapter 59.12 RCW)) in unlawful detainer if the landlord has complied  
35 with the provisions of section 1 of this act and noncompliance  
36 continues.

37 ((+6)) (2) A landlord may not be held liable in any cause of  
38 action for bringing an unlawful detainer action against a tenant for  
39 drug-related activity, for creating an imminent hazard to the  
40 physical safety of others, or for engaging in gang-related activity

1 that renders people in at least two or more dwelling units or  
2 residences insecure in life or the use of property or that injures or  
3 endangers the safety or health of people in at least two or more  
4 dwelling units or residences under this section, if the unlawful  
5 detainer action was brought in good faith. Nothing in this section  
6 shall affect a landlord's liability under RCW 59.18.380 to pay all  
7 damages sustained by the tenant should the writ of restitution be  
8 wrongfully sued out.

9 **Sec. 3.** RCW 59.18.200 and 2008 c 113 s 4 are each amended to  
10 read as follows:

11 (1)(a) When premises are rented for an indefinite time, with  
12 monthly or other periodic rent reserved, such tenancy shall be  
13 construed to be a tenancy from month to month, or from period to  
14 period on which rent is payable, and shall be terminated: (i) By the  
15 landlord after service of a written notice to terminate of thirty  
16 days or more, preceding the end of any of the months or periods of  
17 tenancy, and compliance with the mediation provisions of section 1 of  
18 this act. The written notice to terminate must be accompanied by a  
19 written notice of opportunity to mediate, and both of which must be  
20 served in the manner provided in RCW 59.12.04; or (ii) by the tenant  
21 by written notice of twenty days or more, preceding the end of any of  
22 the months or periods of tenancy, given by ((either party to the  
23 other)) the tenant to the landlord.

24 (b) Any tenant who is a member of the armed forces, including the  
25 national guard and armed forces reserves, or that tenant's spouse or  
26 dependent, may terminate a rental agreement with less than twenty  
27 days' notice if the tenant receives reassignment or deployment orders  
28 that do not allow a twenty-day notice.

29 (2)(a) Whenever a landlord plans to change to a policy of  
30 excluding children, the landlord shall give a written notice to a  
31 tenant at least ninety days before termination of the tenancy to  
32 effectuate such change in policy. Such ninety-day notice shall be in  
33 lieu of the thirty-day notice required by subsection (1) of this  
34 section. However, if after giving the ninety-day notice the change in  
35 policy is delayed, the thirty-day notice requirements of subsection  
36 (1) of this section shall apply unless waived by the tenant.

37 (b) Whenever a landlord plans to change any apartment or  
38 apartments to a condominium form of ownership, the landlord shall  
39 provide a written notice to a tenant at least one hundred twenty days

1 before termination of the tenancy, in compliance with RCW  
2 64.34.440(1), to effectuate such change. The one hundred twenty-day  
3 notice is in lieu of the thirty-day notice required in subsection (1)  
4 of this section. However, if after providing the one hundred twenty-  
5 day notice the change to a condominium form of ownership is delayed,  
6 the thirty-day notice requirements in subsection (1) of this section  
7 apply unless waived by the tenant.

8 **Sec. 4.** RCW 59.18.315 and 1983 c 264 s 11 are each amended to  
9 read as follows:

10 In addition to the mandatory mediation requirements of section 1  
11 of this act, the landlord and tenant may agree in writing to submit  
12 any dispute arising under the provisions of this chapter or under the  
13 terms, conditions, or performance of the rental agreement, to  
14 mediation by an independent third party. The parties may agree to  
15 submit any dispute to mediation before exercising their right to  
16 arbitration under RCW 59.18.320.

17 **Sec. 5.** RCW 59.18.375 and 2008 c 75 s 2 are each amended to read  
18 as follows:

19 (1) The procedures and remedies provided by this section are  
20 optional and in addition to other procedures and remedies provided by  
21 this chapter.

22 (2) In an action of forcible entry, detainer, or unlawful  
23 detainer, commenced under this chapter which is based upon nonpayment  
24 of rent (~~as provided in RCW 59.12.030(3)~~), the defendant shall pay  
25 into the court registry the amount alleged due in the notice  
26 described in this section and continue to pay into the court registry  
27 the monthly rent as it becomes due under the terms of the rental  
28 agreement while the action is pending. Such payment is not required  
29 if the defendant submits to the court a written statement signed and  
30 sworn under penalty of perjury that sets forth the reasons why the  
31 rent alleged due in the notice is not owed. In the written statement,  
32 the defendant may provide as a reason that the rent alleged due in  
33 the notice is not owed based upon a legal or equitable defense or  
34 set-off arising out of the tenancy.

35 (3) A defendant must comply with subsection (2) of this section  
36 on or before the deadline date specified in the notice, which must  
37 not precede the deadline for responding to the eviction summons and  
38 complaint for unlawful detainer. If the notice is served with the

1 eviction summons and complaint, then the deadline for complying with  
2 the notice and the deadline for responding to the eviction summons  
3 and complaint must be the same date.

4 (4) Failure of the defendant to comply with this section shall be  
5 grounds for the immediate issuance of a writ of restitution without  
6 further notice to the defendant and without bond directing the  
7 sheriff to deliver possession of the premises to the plaintiff.  
8 Issuance of a writ of restitution under this section shall not affect  
9 the defendant's right to schedule a hearing on the merits. If the  
10 defendant fails to comply with this section and a writ of restitution  
11 is issued, the defendant may seek a hearing on the merits and an  
12 immediate stay of the writ of restitution. To obtain a stay of the  
13 writ of restitution, the defendant must make an offer of proof to the  
14 court that the plaintiff is not entitled to possession of the  
15 property based on a legal or equitable defense arising out of the  
16 tenancy. The court shall only grant the stay upon such prior notice  
17 as the court deems appropriate to the plaintiff's attorney, or to the  
18 plaintiff if there is no attorney. The court may grant the stay on  
19 such conditions as the court deems appropriate. The court may set a  
20 show cause hearing as soon as possible, but no later than seven days  
21 from the date the stay is sought or the date the defendant moves the  
22 court for a show cause hearing. If the court concludes at the show  
23 cause hearing that the writ of restitution should not have been  
24 issued because of any legal or equitable defense to the eviction,  
25 then the writ of restitution must be quashed and the defendant must  
26 be restored to possession.

27 (5) The defendant shall deliver written notice that the rent has  
28 been paid into the court registry or deliver a copy of the sworn  
29 statement referred to in subsection (2) of this section to the  
30 plaintiff by any of the following methods:

31 (a) By delivering a copy of the payment notice or sworn statement  
32 to the person who signed the notice to the street address listed on  
33 the notice;

34 (b) By mailing a copy of the payment notice or sworn statement  
35 addressed to the person who signed the notice to the street address  
36 listed on the notice;

37 (c) By facsimile to the facsimile number listed on the notice.  
38 Service by facsimile is complete upon successful transmission to the  
39 facsimile number listed upon the notice; or

40 (d) As otherwise authorized by the superior court civil rules.

1 (6) Before applying to the court for a writ of restitution under  
2 this section, the plaintiff must check with the clerk of the court to  
3 determine if the defendant has complied with subsection (2) of this  
4 section.

5 (7) If the plaintiff intends to use the procedures in this  
6 section, the plaintiff must first file the summons and complaint with  
7 the superior court of the appropriate county and deliver notice to  
8 the defendant of the payment requirements or sworn statement  
9 requirements of this section. The notice must:

10 (a) State that the defendant is required to comply with this  
11 section by a deadline date that is not less than seven days after the  
12 notice has been served on the defendant;

13 (b) Be separate from the eviction summons and complaint;

14 (c) Contain the names of the parties to the proceeding, the  
15 attorney or attorneys, if any, and the court in which the proceeding  
16 is being brought;

17 (d) Be signed and dated by the plaintiff's attorney, or by the  
18 plaintiff if there is no attorney;

19 (e) Contain a street address for service of the payment statement  
20 or sworn statement and, if available, a facsimile number for the  
21 landlord; and

22 (f) Be no less than twelve-point font type, in boldface type or  
23 capital letters where indicated below, and be substantially in the  
24 following form:

25 IN THE SUPERIOR COURT OF THE STATE  
26 OF WASHINGTON IN AND FOR . . . . .  
27 COUNTY

28 )  
29 Plaintiff, ) NO.  
30 )  
31 vs. ) RCW 59.18.375  
32 ) PAYMENT OR SWORN  
33 ) STATEMENT REQUIREMENT  
34 Defendant, )  
35 )

36 TO: . . . . . (Name)



1 . . . . .(Address)

2 **IMPORTANT NOTICE**

3 **READ THESE INSTRUCTIONS CAREFULLY**

4 YOU MUST DO THE FOLLOWING BY THE DEADLINE DATE:

5 THE DEADLINE DATE IS . . . . .

6 1. PAY RENT INTO THE COURT REGISTRY;

7 **OR**

8 2. FILE A SWORN STATEMENT THAT YOU DO NOT OWE THE RENT CLAIMED  
9 DUE.

10 IF YOU FAIL TO DO ONE OF THE ABOVE ON OR BEFORE THE DEADLINE  
11 DATE, THE SHERIFF COULD EVICT YOU WITHOUT A HEARING EVEN IF YOU HAVE  
12 ALSO RECEIVED A NOTICE THAT A HEARING HAS BEEN SCHEDULED.

13 **YOUR LANDLORD CLAIMS YOU OWE RENT**

14 This eviction lawsuit is based upon nonpayment of rent. Your  
15 landlord claims you owe the following amount: \$ . . . . . The  
16 landlord is entitled to an order from the court directing the sheriff  
17 to evict you without a hearing unless you do the following by the  
18 deadline date: . . . . .

19 **YOU MUST DO THE FOLLOWING BY THE DEADLINE DATE:**

20 1. Pay into the court registry the amount your landlord claims  
21 you owe set forth above and continue paying into the court registry  
22 the monthly rent as it becomes due while this lawsuit is pending;

23 **OR**

24 2. If you deny that you owe the amount set forth above and you do  
25 not want to be evicted immediately without a hearing, you must file  
26 with the clerk of the court a written statement signed and sworn  
27 under penalty of perjury that sets forth why you do not owe that  
28 amount.

29 3. You must deliver written notice that the rent has been paid  
30 into the court registry **OR** deliver a copy of your sworn statement to  
31 the person named below by personal delivery, mail, or facsimile.

32 . . . . .

33 Name

1 . . . . .

2 Address

3 . . . . .

4 Telephone Number

5 . . . . .

6 Fax Number

7 4. The sworn statement must be filed **IN ADDITION TO** delivering  
8 your written response to the complaint and **YOU MUST ALSO** appear for  
9 any hearing that has been scheduled.

10 Dated: . . . . .

11 Signed: . . . . .

12 (8) The notice authorized in this section may be served pursuant  
13 to applicable civil rules either with a filed eviction summons and  
14 complaint or at any time after an eviction summons and complaint have  
15 been filed with the court. If the defendant has served a response to  
16 the eviction summons and complaint, then the notice may be served  
17 before or with an order to show cause as described in RCW 59.18.370.

18 (9) This section does not affect the defendant's right to restore  
19 the tenancy under RCW 59.18.410.

20 **Sec. 6.** RCW 59.18.510 and 1998 c 276 s 5 are each amended to  
21 read as follows:

22 (1)(a) Any person whose life, safety, health, or use of property  
23 is being injured or endangered by a tenant's gang-related activity,  
24 who has legal standing and resides, works in, or owns property in the  
25 same multifamily building, apartment complex, or within a one-block  
26 radius may serve the landlord with a ten-day notice and demand that  
27 the landlord commence an unlawful detainer action against the tenant.  
28 The notice and demand must set forth, in reasonable detail, facts and  
29 circumstances that lead the person to believe gang-related activity  
30 is occurring. The notice and demand shall be served by delivering a  
31 copy personally to the landlord or the landlord's agent. If the  
32 person is unable to personally serve the landlord after exercising  
33 due diligence, the person may deposit the notice and demand in the

1 mail, postage prepaid, to the landlord's or the landlord's agent's  
2 last known address.

3 (b) A copy of the notice and demand must also be served upon the  
4 tenant engaging in the gang-related activity by delivering a copy  
5 personally to the tenant. However, if the person is prevented from  
6 personally serving the tenant due to threats or violence, or if  
7 personal service is not reasonable under the circumstances, the  
8 person may deposit the notice and demand in the mail, postage  
9 prepaid, to the tenant's address, or leave a copy of the notice and  
10 demand in a conspicuous location at the tenant's residence.

11 (2)(a) Within ten days from the time the notice and demand is  
12 served, the landlord has a duty to take reasonable steps to  
13 investigate the tenant's alleged noncompliance with RCW 59.18.130(9).  
14 The landlord must notify the person who brought the notice and demand  
15 that an investigation is occurring. The landlord has ten days from  
16 the time he or she notifies the person in which to conduct a  
17 reasonable investigation.

18 (b) If, after reasonable investigation, the landlord finds that  
19 the tenant is not in compliance with RCW 59.18.130(9), the landlord  
20 may proceed directly to ~~((an unlawful detainer action))~~ service of  
21 the notice to comply or vacate within thirty days and the notice of  
22 opportunity to mediate in accordance with section 1 of this act and  
23 RCW 59.18.180 or take reasonable steps to ensure the tenant  
24 discontinues the prohibited activity and complies with RCW  
25 59.18.130(9). The landlord shall notify the person who served the  
26 notice and demand of whatever action the landlord takes.

27 (c) If, after reasonable investigation, the landlord finds that  
28 the tenant is in compliance with RCW 59.18.130(9), the landlord shall  
29 notify the person who served the notice and demand of the landlord's  
30 findings.

31 (3) The person who served the notice and demand may petition the  
32 appropriate court to have the tenancy terminated and the tenant  
33 removed from the premises if: (a) Within ten days of service of the  
34 notice and demand, the tenant fails to discontinue the gang-related  
35 activity and the landlord fails to conduct a reasonable  
36 investigation; or (b) the landlord notifies the person that the  
37 landlord conducted a reasonable investigation and found that the  
38 tenant was not engaged in gang-related activity as prohibited under  
39 RCW 59.18.130(9); or (c) the landlord took reasonable steps to have

1 the tenant comply with RCW 59.18.130(9), but the tenant has failed to  
2 comply within a reasonable time.

3 (4) If the court finds that the tenant was not in compliance with  
4 RCW 59.18.130(9), the court shall enter an order terminating the  
5 tenancy and requiring the tenant to vacate the premises. The court  
6 shall not issue the order terminating the tenancy unless it has found  
7 that the allegations of gang-related activity are corroborated by a  
8 source other than the person who has petitioned the court.

9 (5) The prevailing party shall recover reasonable attorneys' fees  
10 and costs. The court may impose sanctions, in addition to attorneys'  
11 fees, on a person who has brought an action under this chapter  
12 against the same tenant on more than one occasion, if the court finds  
13 the petition was brought with the intent to harass. However, the  
14 court must order the landlord to pay costs and reasonable attorneys'  
15 fees to the person petitioning for termination of the tenancy if the  
16 court finds that the landlord failed to comply with the duty to  
17 investigate, regardless of which party prevails.

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

20 A tenant of real property for a term less than life is guilty of  
21 unlawful detainer under this chapter:

22 (1) When he or she holds over or continues in possession, in  
23 person or by subtenant, of the property or any part thereof after the  
24 expiration of the term for which it is let to him or her and after  
25 the landlord's service of a written notice to terminate of thirty  
26 days or more and compliance with the mediation provisions of section  
27 1 of this act;

28 (2) When he or she, having leased property for an indefinite time  
29 with monthly or other periodic rent reserved, continues in possession  
30 thereof, in person or by subtenant, after the end of any such month  
31 or period, and after the landlord's service of a written notice to  
32 terminate of thirty days or more, preceding the end of any of the  
33 months or periods of tenancy, and compliance with the mediation  
34 provisions of section 1 of this act; or

35 (3) When he or she continues in possession in person or by  
36 subtenant after failing to comply with any portion of RCW 59.18.130  
37 or 59.18.140 after the landlord's service of a written notice to  
38 comply or vacate within thirty days and compliance with the mediation  
39 provisions of section 1 of this act.

1       **Sec. 8.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to  
2 read as follows:

3       Except for tenancies under chapter 59.18 RCW to which section 7  
4 of this act applies, a tenant of real property for a term less than  
5 life is guilty of unlawful detainer (~~either~~):

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

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

20       (3) When he or she continues in possession in person or by  
21 subtenant after a default in the payment of rent, and after notice in  
22 writing requiring in the alternative the payment of the rent or the  
23 surrender of the detained premises, served (in manner in RCW  
24 59.12.040 provided) in behalf of the person entitled to the rent upon  
25 the person owing it, has remained uncomplied with for the period of  
26 three days after service thereof. The notice may be served at any  
27 time after the rent becomes due;

28       (4) When he or she continues in possession in person or by  
29 subtenant after a neglect or failure to keep or perform any other  
30 condition or covenant of the lease or agreement under which the  
31 property is held, including any covenant not to assign or sublet,  
32 than one for the payment of rent, and after notice in writing  
33 requiring in the alternative the performance of such condition or  
34 covenant or the surrender of the property, served (in manner in RCW  
35 59.12.040 provided) upon him or her, and if there is a subtenant in  
36 actual possession of the premises, also upon such subtenant, shall  
37 remain uncomplied with for ten days after service thereof. Within ten  
38 days after the service of such notice the tenant, or any subtenant in  
39 actual occupation of the premises, or any mortgagee of the term, or  
40 other person interested in its continuance, may perform such

1 condition or covenant and thereby save the lease from such  
2 forfeiture;

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

9 (6) A person who, without the permission of the owner and without  
10 having color of title thereto, enters upon land of another and who  
11 fails or refuses to remove therefrom after three days' notice, in  
12 writing and served upon him or her in the manner provided in RCW  
13 59.12.040. Such person may also be subject to the criminal provisions  
14 of chapter 9A.52 RCW (~~;~~ ~~or~~

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

--- END ---