
HOUSE BILL 2804

State of Washington

65th Legislature

2018 Regular Session

By Representative Macri

1 AN ACT Relating to residential tenant protections; amending RCW
2 59.18.040, 59.18.220, 59.18.410, 59.18.290, and 61.24.060; reenacting
3 and amending RCW 59.18.030; adding a new section to chapter 59.18
4 RCW; creating a new section; and prescribing penalties.

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

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

7 (a) There is a housing crisis in Washington state that is
8 worsened by the absence of a state law prohibiting a landlord from
9 evicting a tenant without just cause.

10 (b) The state's prolonged affordable housing crisis
11 disproportionately impacts low-income and working class persons and
12 families, people of color, women, immigrants, seniors, and the LGBTQ
13 community. These communities are disproportionately impacted by no
14 cause eviction and displacement, creating residential segregation in
15 our communities.

16 (c) Renters, who constitute a large percentage of the residents
17 of Washington, suffer great and serious hardship when forced to move
18 from their homes. No cause evictions have a negative, destabilizing
19 impact on the peace, health, and safety of renters and their
20 families.

1 (d) Studies have shown that women, especially women of color, are
2 disproportionately impacted by evictions. The presence of children in
3 a household increases the likelihood of eviction, even though
4 discrimination based on family status is illegal under federal law.
5 Without just cause eviction protection, preventing discriminatory
6 eviction practices is impossible.

7 (e) Renters deserve access to safe and healthy housing, but many
8 renters in our state live in substandard rentals. Just cause eviction
9 protection allows renters to raise concerns with the habitability of
10 a rental without the fear of retaliation in the form of a no cause
11 eviction.

12 (f) Displacement through eviction uproots children from schools,
13 disrupting the social ties and networks that are integral to
14 residents' welfare and the stability of communities within
15 Washington. Studies have shown students who have moved multiple times
16 are more likely to have poorer grades in reading and math, as well as
17 have a higher risk of dropping out of school, thus impacting the
18 state's economy.

19 (g) Displacement through eviction creates undue hardship for
20 renters with low incomes through additional relocation costs, stress
21 and anxiety, and the threat of homelessness due to the lack of
22 alternative housing.

23 (h) Basic fairness requires that a landlord must not terminate
24 the tenancy of a residential tenant without good, just, nonarbitrary,
25 nondiscriminatory reasons.

26 (2) The legislature further finds that the just cause eviction
27 protections enacted in other states such as New Jersey and New
28 Hampshire have aided community stability and reduced problems
29 associated with arbitrary disruption of stable households.

30 (3) The legislature, therefore, concludes that the general
31 welfare of all residents of Washington would be enhanced if no cause
32 evictions were prohibited, and declares its intention to create long-
33 term housing stability among all renters in Washington through just
34 cause eviction protections.

35 **Sec. 2.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and
36 amended to read as follows:

37 As used in this chapter:

38 (1) "Certificate of inspection" means an unsworn statement,
39 declaration, verification, or certificate made in accordance with the

1 requirements of RCW 9A.72.085 by a qualified inspector that states
2 that the landlord has not failed to fulfill any substantial
3 obligation imposed under RCW 59.18.060 that endangers or impairs the
4 health or safety of a tenant, including (a) structural members that
5 are of insufficient size or strength to carry imposed loads with
6 safety, (b) exposure of the occupants to the weather, (c) plumbing
7 and sanitation defects that directly expose the occupants to the risk
8 of illness or injury, (d) not providing facilities adequate to supply
9 heat and water and hot water as reasonably required by the tenant,
10 (e) providing heating or ventilation systems that are not functional
11 or are hazardous, (f) defective, hazardous, or missing electrical
12 wiring or electrical service, (g) defective or hazardous exits that
13 increase the risk of injury to occupants, and (h) conditions that
14 increase the risk of fire.

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

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

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

39 (5) "Designated person" means a person designated by the tenant
40 under RCW 59.18.590.

1 (6) "Distressed home" has the same meaning as in RCW 61.34.020.
2 (7) "Distressed home conveyance" has the same meaning as in RCW
3 61.34.020.
4 (8) "Distressed home purchaser" has the same meaning as in RCW
5 61.34.020.
6 (9) "Dwelling unit" is a structure or that part of a structure
7 which is used as a home, residence, or sleeping place by one person
8 or by two or more persons maintaining a common household, including
9 but not limited to single-family residences and units of multiplexes,
10 apartment buildings, and mobile homes.
11 (10) "Eviction history" means a report containing or summarizing
12 the contents of any records of unlawful detainer actions concerning
13 the prospective tenant that are reportable in accordance with state
14 law, are lawful for landlords to consider, and are obtained after a
15 search based on at least seven years of address history and alias
16 information provided by the prospective tenant or available in the
17 consumer credit report.
18 (11) "Gang" means a group that: (a) Consists of three or more
19 persons; (b) has identifiable leadership or an identifiable name,
20 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
21 acts in concert mainly for criminal purposes.
22 (12) "Gang-related activity" means any activity that occurs
23 within the gang or advances a gang purpose.
24 (13) "In danger of foreclosure" means any of the following:
25 (a) The homeowner has defaulted on the mortgage and, under the
26 terms of the mortgage, the mortgagee has the right to accelerate full
27 payment of the mortgage and repossess, sell, or cause to be sold the
28 property;
29 (b) The homeowner is at least thirty days delinquent on any loan
30 that is secured by the property; or
31 (c) The homeowner has a good faith belief that he or she is
32 likely to default on the mortgage within the upcoming four months due
33 to a lack of funds, and the homeowner has reported this belief to:
34 (i) The mortgagee;
35 (ii) A person licensed or required to be licensed under chapter
36 19.134 RCW;
37 (iii) A person licensed or required to be licensed under chapter
38 19.146 RCW;
39 (iv) A person licensed or required to be licensed under chapter
40 18.85 RCW;

1 (v) An attorney-at-law;

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

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

5 (14) "Landlord" means the owner, lessor, or sublessor of the
6 dwelling unit or the property of which it is a part, and in addition
7 means any person designated as representative of the owner, lessor,
8 or sublessor including, but not limited to, an agent, a resident
9 manager, or a designated property manager.

10 (15) "Mortgage" is used in the general sense and includes all
11 instruments, including deeds of trust, that are used to secure an
12 obligation by an interest in real property.

13 (16) "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 (17) "Person" means an individual, group of individuals,
19 corporation, government, or governmental agency, business trust,
20 estate, trust, partnership, or association, two or more persons
21 having a joint or common interest, or any other legal or commercial
22 entity.

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

26 (19) "Property" or "rental property" means all dwelling units on
27 a contiguous quantity of land managed by the same landlord as a
28 single, rental complex.

29 (20) "Prospective landlord" means a landlord or a person who
30 advertises, solicits, offers, or otherwise holds a dwelling unit out
31 as available for rent.

32 (21) "Prospective tenant" means a tenant or a person who has
33 applied for residential housing that is governed under this chapter.

34 (22) "Qualified inspector" means a United States department of
35 housing and urban development certified inspector; a Washington state
36 licensed home inspector; an American society of home inspectors
37 certified inspector; a private inspector certified by the national
38 association of housing and redevelopment officials, the American
39 association of code enforcement, or other comparable professional
40 association as approved by the local municipality; a municipal code

1 enforcement officer; a Washington licensed structural engineer; or a
2 Washington licensed architect.

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

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

16 (25) "Rent" means consideration for use and occupancy of the
17 premises; rent does not include charges for costs incurred due to
18 late payment, legal costs, or other fees.

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

22 ((+26)) (27) A "single-family residence" is a structure
23 maintained and used as a single dwelling unit. Notwithstanding that a
24 dwelling unit shares one or more walls with another dwelling unit, it
25 shall be deemed a single-family residence if it has direct access to
26 a street and shares neither heating facilities nor hot water
27 equipment, nor any other essential facility or service, with any
28 other dwelling unit.

29 ((+27)) (28) A "tenant" is any person who is entitled to occupy
30 a dwelling unit primarily for living or dwelling purposes under a
31 rental agreement and any occupant who has coresided with the tenant
32 for six months or more prior to the tenant vacating the property.

33 ((+28)) (29) "Tenant representative" means:

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

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

1 (c) In the absence of a personal representative under (a) of this
2 subsection or a person claiming to be a successor under (b) of this
3 subsection, a designated person; or

4 (d) In the absence of a personal representative under (a) of this
5 subsection, a person claiming to be a successor under (b) of this
6 subsection, or a designated person under (c) of this subsection, any
7 person who provides the landlord with reasonable evidence that he or
8 she is a successor of the deceased tenant as defined in RCW
9 11.62.005. The landlord has no obligation to identify all of the
10 deceased tenant's successors.

11 (~~(+29+)~~) (30) "Tenant screening" means using a consumer report or
12 other information about a prospective tenant in deciding whether to
13 make or accept an offer for residential rental property to or from a
14 prospective tenant.

15 (~~(+30+)~~) (31) "Tenant screening report" means a consumer report
16 as defined in RCW 19.182.010 and any other information collected by a
17 tenant screening service.

18 **Sec. 3.** RCW 59.18.040 and 1989 c 342 s 3 are each amended to
19 read as follows:

20 The following living arrangements are not intended to be governed
21 by the provisions of this chapter, unless established primarily to
22 avoid its application, in which event the provisions of this chapter
23 shall control:

24 (1) Residence at an institution, whether public or private, where
25 residence is merely incidental to detention or the provision of
26 medical, religious, educational, recreational, or similar services,
27 including but not limited to correctional facilities, licensed
28 nursing homes, monasteries and convents, and hospitals;

29 (2) Occupancy under a bona fide earnest money agreement to
30 purchase or contract of sale of the dwelling unit or the property of
31 which it is a part, where the tenant is, or stands in the place of,
32 the purchaser;

33 (3) Residence in a hotel, motel, or other transient lodging whose
34 operation is defined in RCW 19.48.010;

35 (4) Rental agreements entered into pursuant to the provisions of
36 chapter 47.12 RCW where occupancy is by an owner-condemnee and where
37 such agreement does not violate the public policy of this state of
38 ensuring decent, safe, and sanitary housing and is so certified by
39 the consumer protection division of the attorney general's office;

1 (5) Rental agreements for the use of any single-family residence
2 which are incidental to leases or rentals entered into in connection
3 with a lease of land to be used primarily for agricultural purposes;

4 ~~(6) ((Rental agreements providing housing for seasonal
5 agricultural employees while provided in conjunction with such
6 employment;~~

7 ~~(7)) Rental agreements with the state of Washington, department
8 of natural resources, on public lands governed by Title 79 RCW((+~~

9 ~~(8) Occupancy by an employee of a landlord whose right to occupy
10 is conditioned upon employment in or about the premises)).~~

11 NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18
12 RCW to read as follows:

13 (1) A landlord may not evict tenants subject to this chapter
14 without a court order, which can be issued by a court only after the
15 tenant has an opportunity at a show cause hearing to contest the
16 eviction pursuant to RCW 59.18.380. A landlord shall not evict or
17 attempt to evict any tenant, or otherwise terminate or attempt to
18 terminate the tenancy of any tenant unless the landlord proves in
19 court that just cause exists. In any action brought under this
20 chapter, the landlord must plead with particularity any applicable
21 regulations pertaining to the tenancy. The reasons for termination of
22 tenancy listed in this subsection, and no others, constitute just
23 cause under this chapter:

24 (a) The tenant continues in possession in person or by subtenant
25 after a default in the payment of rent, and after notice in writing
26 requiring, in the alternative, the payment of the rent or the
27 surrender of the detained premises, served in a manner consistent
28 with RCW 59.12.040 on behalf of the person entitled to the rent upon
29 the person owing it, has remained uncomplied with for the period of
30 fourteen days after service thereof, provided the property is in
31 compliance with local housing standards. The notice may be served at
32 any time after the rent becomes due;

33 (b) The tenant continues, after fourteen days' written notice to
34 cease served in the manner prescribed within RCW 59.12.040, to
35 substantially violate a material term subscribed to the tenant within
36 the original lease agreement other than one for monetary damages.
37 Within fourteen days after the service of such notice the tenant, or
38 any subtenant in actual occupation of the premises, or any mortgagee
39 of the term, or other person interested in its continuance, may

1 perform such condition and thereby save the lease from such
2 forfeiture. It is unlawful for a landlord to restrict occupancy of
3 residential premises, by express lease terms or otherwise, to a
4 tenant or tenants or to such tenants and immediate family. Any such
5 violation does not constitute good cause. Any lease or rental
6 agreement for residential premises entered into by one tenant is
7 construed to permit occupancy by the tenant, immediate family of the
8 tenant, one additional occupant, and dependent children of the
9 occupant provided that the tenant or the tenant's spouse occupies the
10 premises as his or her primary residence. Any lease or rental
11 agreement for residential premises entered into by two or more
12 tenants is construed to permit occupancy by tenants, immediate family
13 of tenants, occupants, and dependent children of occupants; provided
14 that the total number of tenants and occupants, excluding occupants'
15 dependent children, does not exceed the number of tenants specified
16 in the current lease or rental agreement, and that at least one
17 tenant or a tenants' spouse occupies the premises as his or her
18 primary residence. Nothing in this section is construed as
19 invalidating or impairing the operation of, or the right of, a
20 landlord to restrict occupancy in order to comply with federal,
21 state, or local laws, regulations, ordinances, or codes;

22 (c) The tenant continues to commit, after fourteen days' written
23 notice to cease served in the manner prescribed by RCW 59.12.040, an
24 ongoing, substantial interference of the use and enjoyment of the
25 premises;

26 (d) The tenant continues in possession after the owner of a
27 residential building with three units or less in good faith and
28 without ulterior motive seeks possession so that the owner or a
29 member of his or her immediate family may occupy the unit as that
30 person's principal residence for twenty-four months and no
31 substantially equivalent unit is vacant and available in the same
32 building, and the owner has given at least ninety days' advance
33 written notice of the date the tenant's possession is to end served
34 in the manner prescribed by RCW 59.12.040. An owner may not exercise
35 this subsection (1)(d) against any tenant who is sixty years of age
36 or older or is a person with a disability as defined within RCW
37 49.60.040(7) unless the owner is providing a comparable dwelling to
38 the tenant available prior to taking possession. There is a
39 rebuttable presumption that the claim was not in good faith if the
40 owner or a member of the owner's immediate family fails to occupy the

1 unit as that person's principal residence for at least sixty
2 consecutive days during the ninety days immediately after the tenant
3 vacated the unit pursuant to a notice of termination or eviction
4 using this subsection (1)(d) as the cause for eviction;

5 (e) When the tenant continues in possession after the owner
6 elects to withdraw the premises from the rental market, including to
7 pursue a conversion pursuant to RCW 64.34.440, after the owner has
8 given at least ninety days' advance written notice of the date the
9 tenant's possession is to end served in the manner prescribed by RCW
10 59.12.040. A notice made in bad faith is subject to damages pursuant
11 to this subsection;

12 (f) The tenant continues in possession of the premises after the
13 landlord serves the tenant by sixty days' advance notice in the
14 manner prescribed by RCW 59.12.040 with plans to substantially
15 rehabilitate or demolish the dwelling. Such notice must include
16 approvals and plans from the local jurisdictions for the
17 rehabilitation project in accordance with local law. A notice made in
18 bad faith is subject to damages pursuant to this section;

19 (g) After the landlord has served fourteen days' advance notice
20 to vacate upon the tenant in the manner prescribed by RCW 59.12.040,
21 the tenant continues in possession of a premises certified or
22 condemned as uninhabitable by a local agency charged with the
23 authority to issue such an order that would subject the landlord to
24 civil or criminal penalties, and it is economically unfeasible to
25 restore the premises to a habitable condition.

26 (2) Any landlord who violates this section may be liable for
27 treble damages for any violation or three months' rent at the date of
28 move out, whichever is greater.

29 **Sec. 5.** RCW 59.18.220 and 2003 c 7 s 2 are each amended to read
30 as follows:

31 (1) In all cases where premises are rented for a specified time,
32 by express or implied contract, (~~the tenancy shall be deemed~~
33 ~~terminated at the end of such specified time~~) upon expiration and
34 absent an agreement, such tenancy shall be construed to be a tenancy
35 from month to month with rent payable on the same terms and
36 conditions in existence at the time of expiration subject to the
37 protections of this chapter.

38 (2) Any tenant who is a member of the armed forces, including the
39 national guard and armed forces reserves, or that tenant's spouse or

1 dependent, may terminate a tenancy for a specified time if the tenant
2 receives reassignment or deployment orders. The tenant shall provide
3 notice of the reassignment or deployment order to the landlord no
4 later than seven days after receipt.

5 **Sec. 6.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to
6 read as follows:

7 (1) If upon the trial the verdict of the jury or, if the case be
8 tried without a jury, the finding of the court be in favor of the
9 plaintiff and against the defendant, judgment shall be entered for
10 the restitution of the premises; and if the proceeding be for
11 unlawful detainer after neglect or failure to perform any condition
12 or covenant of a lease or agreement under which the property is held,
13 or after default in the payment of rent, the judgment shall also
14 declare the forfeiture of the lease, agreement, or tenancy. The jury,
15 or the court, if the proceedings be tried without a jury, shall also
16 assess the damages arising out of the tenancy occasioned to the
17 plaintiff by any forcible entry, or by any forcible or unlawful
18 detainer, alleged in the complaint and proved on the trial, and, if
19 the alleged unlawful detainer be after default in the payment of
20 rent, find the amount of any rent due, and the judgment shall be
21 rendered against the defendant guilty of the forcible entry, forcible
22 detainer, or unlawful detainer for the amount of damages thus
23 assessed and for the rent, if any, found due, and the court may award
24 statutory costs and reasonable (~~attorney's~~) attorneys' fees. When
25 the proceeding is for an unlawful detainer after default in the
26 payment of rent, and the lease or agreement under which the rent is
27 payable has not by its terms expired, execution upon the judgment
28 shall not be issued until the expiration of five days after the entry
29 of the judgment, within which time the tenant or any subtenant, or
30 any mortgagee of the term, or other party interested in the
31 continuance of the tenancy, may pay into court for the landlord the
32 amount of the (~~judgment and costs~~) rental arrears found owing by
33 the court at trial or show cause hearing, and thereupon the judgment
34 shall be satisfied and the tenant restored to his or her tenancy; but
35 if payment, as herein provided, be not made within five days the
36 judgment may be enforced for its full amount and for the possession
37 of the premises. In all other cases the judgment may be enforced
38 immediately. If writ of restitution shall have been executed prior to
39 judgment no further writ or execution for the premises shall be

1 required. This section also applies if the writ of restitution is
2 issued pursuant to a final judgment entered after a show cause
3 hearing conducted in accordance with RCW 59.18.380.

4 (2) Nothing in this section is construed to prohibit the court
5 from vacating or staying the writ of restitution upon good cause and
6 on such terms as the court deems fair and just and, where the
7 judgment is issued for a condition capable of cure, the court shall
8 stay the writ of restitution to afford an additional ten days for the
9 tenant to properly cure and redeem the tenancy.

10 **Sec. 7.** RCW 59.18.290 and 2010 c 8 s 19028 are each amended to
11 read as follows:

12 (1) It (~~shall be~~) is unlawful for the landlord to remove or
13 exclude from the premises the tenant thereof except under a court
14 order so authorizing. Any tenant so removed or excluded in violation
15 of this section may recover possession of the property or terminate
16 the rental agreement and, in either case, may recover the actual
17 damages sustained. The prevailing party may recover the costs of suit
18 or arbitration and reasonable (~~attorney's~~) attorneys' fees.

19 (2) It (~~shall be~~) is unlawful for the tenant to hold over in
20 the premises or exclude the landlord therefrom after the termination
21 of the rental agreement except under a valid court order so
22 authorizing. Any landlord so deprived of possession of premises in
23 violation of this section may recover possession of the property and
24 damages sustained by him or her, and the prevailing party may recover
25 his or her costs of suit or arbitration and reasonable (~~attorney's~~)
26 attorneys' fees; however, any award of costs and fees besides rent is
27 not a condition of relief from forfeiture.

28 **Sec. 8.** RCW 61.24.060 and 2009 c 292 s 10 are each amended to
29 read as follows:

30 (1) The purchaser at the trustee's sale shall be entitled to
31 possession of the property on the twentieth day following the sale,
32 as against the borrower and grantor under the deed of trust and
33 anyone having an interest junior to the deed of trust, including
34 occupants who are not tenants, who were given all of the notices to
35 which they were entitled under this chapter. The purchaser shall also
36 have a right to the summary proceedings to obtain possession of real
37 property provided in chapter 59.12 RCW; except that protections

1 afforded to a tenant or an occupant pursuant to chapter 59.12 RCW
2 shall survive such sale.

3 (2) If the trustee elected to foreclose the interest of any
4 occupant or tenant, the purchaser of tenant-occupied property at the
5 trustee's sale shall provide written notice to the occupants and
6 tenants at the property purchased in substantially the following
7 form:

8 "NOTICE: The property located at was purchased at a
9 trustee's sale by on (date).

10 1. If you are the previous owner or an occupant who is not a
11 tenant of the property that was purchased, pursuant to RCW 61.24.060,
12 the purchaser at the trustee's sale is entitled to possession of the
13 property on (date), which is the twentieth day following
14 the sale.

15 2. If you are a tenant or subtenant in possession of the property
16 that was purchased, pursuant to RCW 61.24.146, the purchaser at the
17 trustee's sale may either give you a new rental agreement OR give you
18 a written notice to vacate the property in sixty days or more before
19 the end of the monthly rental period."

20 (3) The notice required in subsection (2) of this section must be
21 given to the property's occupants and tenants by both first-class
22 mail and either certified or registered mail, return receipt
23 requested.

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