

---

HOUSE BILL 2813

---

State of Washington

64th Legislature

2016 Regular Session

By Representative Shea

1 AN ACT Relating to rental agreement terms and content under the  
2 manufactured/mobile home landlord-tenant act; and amending RCW  
3 59.20.090.

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

5 **Sec. 1.** RCW 59.20.090 and 2010 c 8 s 19034 are each amended to  
6 read as follows:

7 (1) Unless otherwise agreed, rental agreements shall be for a  
8 term of one year. Any rental agreement of whatever duration shall be  
9 automatically renewed for ~~((the term of the original rental~~  
10 ~~agreement, unless a different specified term is agreed upon))~~ one  
11 year unless the landlord provides written notice to the tenant of any  
12 new one-year rental agreement at least three months before the  
13 expiration of the term of the existing rental agreement. The landlord  
14 must include with the proposed new rental agreement a written  
15 statement that summarizes any new or revised terms, conditions,  
16 rules, or regulations.

17 (2) A landlord's new rental agreement as described under  
18 subsection (1) of this section may include new or revised terms,  
19 conditions, rules, or regulations as long as the new or revised  
20 terms, conditions, rules, or regulations:

21 (a) Implement a statute or ordinance;

1 (b) Comply with the rights and remedies provided to tenants under  
2 this chapter; and

3 (c) Do not require an alteration of the manufactured/mobile home  
4 or alteration or new construction of an accessory building or  
5 structure.

6 (3) If a landlord provides written notice of any new or revised  
7 terms, conditions, rules, or regulations as provided under this  
8 section, the new rental agreement becomes effective upon the  
9 expiration of the term of the existing rental agreement.

10 (4) A landlord seeking to increase the rent upon expiration of  
11 the term of a rental agreement of any duration shall notify the  
12 tenant in writing three months prior to the effective date of any  
13 increase in rent.

14 ~~((+3))~~ (5) A tenant shall notify the landlord in writing one  
15 month prior to the expiration of a rental agreement of an intention  
16 not to renew.

17 ~~((+4))~~ (6)(a) The tenant may terminate the rental agreement upon  
18 thirty days written notice whenever a change in the location of the  
19 tenant's employment requires a change in his or her residence, and  
20 shall not be liable for rental following such termination unless  
21 after due diligence and reasonable effort the landlord is not able to  
22 rent the mobile home lot at a fair rental. If the landlord is not  
23 able to rent the lot, the tenant shall remain liable for the rental  
24 specified in the rental agreement until the lot is rented or the  
25 original term ends.

26 (b) Any tenant who is a member of the armed forces, including the  
27 national guard and armed forces reserves, or that tenant's spouse or  
28 dependent, may terminate a rental agreement with less than thirty  
29 days notice if the tenant receives reassignment or deployment orders  
30 which do not allow greater notice. The tenant shall provide notice of  
31 the reassignment or deployment order to the landlord no later than  
32 seven days after receipt.

--- END ---