

SHB 2484 - H AMD 1057

By Representative Hurst

NOT CONSIDERED 3/11/2010

1 Strike everything after the enacting clause and insert the
2 following:

3
4 "Sec. 1. RCW 59.18.200 and 2008 c 113 s 4 are each amended to
5 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 days or more, preceding the end of any of the months~~
11 ~~or periods of tenancy, given by either party to the other.~~

12 ~~—(b))~~ may not be terminated unless the landlord or tenant gives
13 written notice of his or her intention to terminate the tenancy under
14 this section or as allowed under RCW 59.12.030 (3), (4), (5), or (7).

15 (b) A tenant may terminate a tenancy by written notice of thirty
16 days or more prior to the proposed termination date or as otherwise
17 permitted by law or the terms and conditions of the tenant's rental
18 agreement.

19 (c) Any tenant who is a member of the armed forces, including the
20 national guard and armed forces reserves, or that tenant's spouse or
21 dependant, may terminate a rental agreement with less than ((twenty))
22 thirty days' notice if the tenant receives reassignment or deployment
23 orders that do not allow a ((twenty-day)) thirty-day notice.

24 (d) Any tenant who has been served with a thirty-day written
25 notice under RCW 59.18.140 announcing a new rule of tenancy, including
26 a change in the amount of rent, may terminate a tenancy by written
27 notice of twenty days or more, preceding the effective date of the new

1 rule.

2 (2)(a) A landlord may terminate a tenancy by written notice of
3 thirty days or more prior to the proposed date of termination except
4 as prohibited by law or the terms and conditions of the tenant's
5 rental agreement.

6 (b) A landlord who is prohibited by federal, state, or local law
7 from terminating a tenancy, except for serious or repeated violations
8 of material terms of the rental agreement or other good cause, may
9 terminate a rental agreement by written notice of thirty days or more
10 prior to the proposed date of termination or as allowed under RCW
11 59.12.030 (3), (4), (5), or (7).

12 (c) Whenever a landlord plans to change (~~(to)~~) a policy of
13 excluding children, the landlord shall give a written notice to a
14 tenant at least ninety days before termination of the tenancy to
15 effectuate such change in policy. Such ninety-day notice shall be in
16 lieu of the notice required by subsection (~~(1)~~) (2) of this section.
17 However, if after giving the ninety-day notice the change in policy is
18 delayed, the notice requirements of subsection (~~(1)~~) (2) of this
19 section shall apply unless waived by the tenant.

20 (~~(b)~~) (d) Whenever a landlord plans to change any apartment or
21 apartments to a condominium form of ownership, the landlord shall
22 provide a written notice to a tenant at least one hundred twenty days
23 before termination of the tenancy, in compliance with RCW
24 64.34.440(1), to effectuate such change. The one hundred twenty-day
25 notice is in lieu of the notice required in subsection (~~(1)~~) (2) of
26 this section. However, if after providing the one hundred twenty-day
27 notice the change to a condominium form of ownership is delayed, the
28 notice requirements in subsection (~~(1)~~) (2) of this section apply
29 unless waived by the tenant.

30 (3)(a) When either a landlord or tenant terminates a tenancy other
31 than at the end of the agreed upon rental period, the parties shall
32 prorate the rent for the partial rental period, and such prorated rent
33 is due as provided for in the rental agreement. When the tenant has
34 prepaid the rent, the tenant is entitled to the pro rata refund of any

1 prepaid rent.

2 (b) A landlord may not terminate a tenancy other than at the end
3 of the agreed upon rental period unless the landlord refunds any
4 prepaid rent paid in excess of the pro rata rent due within ten days
5 of service of the notice of termination. All moneys designated as a
6 damage or security deposit in a rental agreement must be retained or
7 refunded in accordance with the requirements of RCW 59.18.280.

8 (4) A landlord shall serve any notice required under this section
9 in the manner required in RCW 59.12.040.

10 (5) A tenant who holds over or continues in possession, in person
11 or by subtenant, of a dwelling unit or premises after the termination
12 of his or her tenancy in accordance with this section is guilty of
13 unlawful detainer, and the landlord has a right to obtain possession
14 of the real property by summary proceedings as provided in chapter
15 59.12 RCW and this chapter."

16

17

EFFECT: A periodic tenancy may be terminated on any day of the month with at least 30 days prior notice by either the landlord or the tenant. (The substitute bill requires 30-day notice prior to the end of the month.) A landlord who is prohibited by the rental agreement or by law from terminating the tenancy without good cause may terminate a tenancy by written notice at least 30 days prior to the proposed termination date or as allowed under the unlawful detainer laws. A landlord must prorate rent and refund any prepaid rent when the tenancy is terminated other than at the end of the rental agreement. A notice of termination by a landlord must be served as required under the unlawful detainer laws.

This amendment makes the bill similar to the original bill, except that the amendment does not include the provision in the original bill that requires a landlord to provide 60-day notice to terminate a tenancy where the tenant has resided in the dwelling for 12 months or more.

--- END ---