

ESHB 1236 - S COMM AMD

By Committee on Housing & Local Government

NOT ADOPTED 04/08/2021

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

3 **"Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and
4 2019 c 23 s 1 are each reenacted and amended to read as follows:

5 As used in this chapter:

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

9 (2) "Certificate of inspection" means an unsworn statement,
10 declaration, verification, or certificate made in accordance with the
11 requirements of chapter 5.50 RCW by a qualified inspector that states
12 that the landlord has not failed to fulfill any substantial
13 obligation imposed under RCW 59.18.060 that endangers or impairs the
14 health or safety of a tenant, including (a) structural members that
15 are of insufficient size or strength to carry imposed loads with
16 safety, (b) exposure of the occupants to the weather, (c) plumbing
17 and sanitation defects that directly expose the occupants to the risk
18 of illness or injury, (d) not providing facilities adequate to supply
19 heat and water and hot water as reasonably required by the tenant,
20 (e) providing heating or ventilation systems that are not functional
21 or are hazardous, (f) defective, hazardous, or missing electrical
22 wiring or electrical service, (g) defective or hazardous exits that
23 increase the risk of injury to occupants, and (h) conditions that
24 increase the risk of fire.

25 (3) "Commercially reasonable manner," with respect to a sale of a
26 deceased tenant's personal property, means a sale where every aspect
27 of the sale, including the method, manner, time, place, and other
28 terms, must be commercially reasonable. If commercially reasonable, a
29 landlord may sell the tenant's property by public or private
30 proceedings, by one or more contracts, as a unit or in parcels, and
31 at any time and place and on any terms.

1 (4) "Comprehensive reusable tenant screening report" means a
2 tenant screening report prepared by a consumer reporting agency at
3 the direction of and paid for by the prospective tenant and made
4 available directly to a prospective landlord at no charge, which
5 contains all of the following: (a) A consumer credit report prepared
6 by a consumer reporting agency within the past (~~thirty~~) 30 days;
7 (b) the prospective tenant's criminal history; (c) the prospective
8 tenant's eviction history; (d) an employment verification; and (e)
9 the prospective tenant's address and rental history.

10 (5) "Criminal history" means a report containing or summarizing
11 (a) the prospective tenant's criminal convictions and pending cases,
12 the final disposition of which antedates the report by no more than
13 seven years, and (b) the results of a sex offender registry and
14 United States department of the treasury's office of foreign assets
15 control search, all based on at least seven years of address history
16 and alias information provided by the prospective tenant or available
17 in the consumer credit report.

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

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

21 (8) "Distressed home conveyance" has the same meaning as in RCW
22 61.34.020.

23 (9) "Distressed home purchaser" has the same meaning as in RCW
24 61.34.020.

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

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

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

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

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

4 (a) The homeowner has defaulted on the mortgage and, under the
5 terms of the mortgage, the mortgagee has the right to accelerate full
6 payment of the mortgage and repossess, sell, or cause to be sold the
7 property;

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

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

13 (i) The mortgagee;

14 (ii) A person licensed or required to be licensed under chapter
15 19.134 RCW;

16 (iii) A person licensed or required to be licensed under chapter
17 19.146 RCW;

18 (iv) A person licensed or required to be licensed under chapter
19 18.85 RCW;

20 (v) An attorney-at-law;

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

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

24 (15) "Landlord" means the owner, lessor, or sublessor of the
25 dwelling unit or the property of which it is a part, and in addition
26 means any person designated as representative of the owner, lessor,
27 or sublessor including, but not limited to, an agent, a resident
28 manager, or a designated property manager.

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

32 (17) "Orders" means written official military orders, or any
33 written notification, certification, or verification from the service
34 member's commanding officer, with respect to the service member's
35 current or future military status.

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

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

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

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

5 (20) "Person" means an individual, group of individuals,
6 corporation, government, or governmental agency, business trust,
7 estate, trust, partnership, or association, two or more persons
8 having a joint or common interest, or any other legal or commercial
9 entity.

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

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

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

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

21 (25) "Qualified inspector" means a United States department of
22 housing and urban development certified inspector; a Washington state
23 licensed home inspector; an American society of home inspectors
24 certified inspector; a private inspector certified by the national
25 association of housing and redevelopment officials, the American
26 association of code enforcement, or other comparable professional
27 association as approved by the local municipality; a municipal code
28 enforcement officer; a Washington licensed structural engineer; or a
29 Washington licensed architect.

30 (26) "Reasonable attorneys' fees," where authorized in this
31 chapter, means an amount to be determined including the following
32 factors: The time and labor required, the novelty and difficulty of
33 the questions involved, the skill requisite to perform the legal
34 service properly, the fee customarily charged in the locality for
35 similar legal services, the amount involved and the results obtained,
36 and the experience, reputation and ability of the lawyer or lawyers
37 performing the services.

38 (27) "Reasonable manner," with respect to disposing of a deceased
39 tenant's personal property, means to dispose of the property by
40 donation to a not-for-profit charitable organization, by removal of

1 the property by a trash hauler or recycler, or by any other method
2 that is reasonable under the circumstances.

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

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

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

16 (31) A "single-family residence" is a structure maintained and
17 used as a single dwelling unit. Notwithstanding that a dwelling unit
18 shares one or more walls with another dwelling unit, it shall be
19 deemed a single-family residence if it has direct access to a street
20 and shares neither heating facilities nor hot water equipment, nor
21 any other essential facility or service, with any other dwelling
22 unit.

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

26 (33) "Tenant representative" means:

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

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

34 (c) In the absence of a personal representative under (a) of this
35 subsection or a person claiming to be a successor under (b) of this
36 subsection, a designated person; or

37 (d) In the absence of a personal representative under (a) of this
38 subsection, a person claiming to be a successor under (b) of this
39 subsection, or a designated person under (c) of this subsection, any
40 person who provides the landlord with reasonable evidence that he or

1 she is a successor of the deceased tenant as defined in RCW
2 11.62.005. The landlord has no obligation to identify all of the
3 deceased tenant's successors.

4 (34) "Tenant screening" means using a consumer report or other
5 information about a prospective tenant in deciding whether to make or
6 accept an offer for residential rental property to or from a
7 prospective tenant.

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

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

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

19 (a) A federal program or state housing program administered by
20 the department of commerce or the Washington state housing finance
21 commission;

22 (b) A federal housing program administered by a city or county
23 government;

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

25 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
26 any of the surcharges authorized in chapter 43.185C RCW.

27 (38) "Transitional housing" means housing units owned, operated,
28 or managed by a nonprofit organization or governmental entity in
29 which supportive services are provided to individuals and families
30 that were formerly homeless, with the intent to stabilize them and
31 move them to permanent housing within a period of not more than
32 twenty-four months, or longer if the program is limited to tenants
33 within a specified age range or the program is intended for tenants
34 in need of time to complete and transition from educational or
35 training or service programs.

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

38 (1)(a) A landlord may not evict a tenant, refuse to continue a
39 tenancy, or terminate a periodic tenancy except for the causes

1 enumerated in subsection (2) of this section and as otherwise
2 provided in this subsection.

3 (b) A landlord may terminate a tenancy without cause at the end
4 of an initial lease term that is between three to 12 months upon at
5 least 60 days' prior written notice, served in a manner consistent
6 with RCW 59.12.040. If a landlord does not provide at least 60 days'
7 notice, the tenancy becomes a month-to-month tenancy until further
8 agreement of the landlord and tenant, and may only be terminated for
9 the causes enumerated in subsection (2) of this section.

10 (c) For all other tenancies of a specified period, and for
11 tenancies of an indefinite period on a month-to-month or periodic
12 basis, a landlord may not terminate the tenancy except for the causes
13 enumerated in subsection (2) of this section. Upon the end date of
14 the tenancy of a specified period, the tenancy becomes a month-to-
15 month tenancy.

16 (d) Nothing prohibits a landlord and tenant from entering into
17 subsequent lease agreements that are in compliance with the
18 termination requirements in subsection (2) of this section.

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

22 (2) The following reasons listed in this subsection, and no
23 others, constitute cause to evict a tenant, refuse to continue a
24 tenancy, or terminate a periodic tenancy:

25 (a) The tenant continues in possession in person or by subtenant
26 after a default in the payment of rent, and after written notice
27 requiring, in the alternative, the payment of the rent or the
28 surrender of the detained premises has remained uncomplied with for
29 the period set forth in RCW 59.12.030(3) for tenants subject to this
30 chapter. The written notice may be served at any time after the rent
31 becomes due, provided the unpaid rent did not accrue between March 1,
32 2020, and the end of a declared federal or state public health
33 emergency related to the COVID-19 pandemic. If the tenant accrues
34 unpaid rent between March 1, 2020, and the end of a declared federal
35 or state public health emergency related to the COVID-19 pandemic,
36 the landlord shall have offered a reasonable schedule for the
37 repayment of unpaid rent that does not exceed monthly payments equal
38 to one-third of the monthly rental charges during the period of
39 accrued debt. If a tenant fails to accept the terms of a reasonable
40 repayment plan within 14 days of the landlord's offer or defaults on

1 any rent owed under a repayment plan, the landlord may proceed with
2 an unlawful detainer action as set forth in RCW 59.12.030(3). The
3 court shall consider the tenant's circumstances, including decreased
4 income or increased expenses due to COVID-19, and the repayment plan
5 terms offered during any unlawful detainer proceeding;

6 (b) The tenant continues in possession after substantial breach
7 of a material program requirement of subsidized housing, material
8 term subscribed to by the tenant within the lease or rental
9 agreement, or a tenant obligation imposed by law, other than one for
10 monetary damages, and after the landlord has served written notice
11 specifying the acts or omissions constituting the breach and
12 requiring, in the alternative, that the breach be remedied or the
13 rental agreement will terminate, and the breach has not been
14 adequately remedied by the date specified in the notice, which date
15 must be at least 10 days after service of the notice;

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

22 (d) The tenant continues in possession after the landlord of a
23 dwelling unit in good faith seeks possession so that the owner or his
24 or her immediate family may occupy the unit as that person's
25 principal residence and no substantially equivalent unit is vacant
26 and available to house the owner or his or her immediate family in
27 the same building, and the owner has provided at least 90 days'
28 advance written notice of the date the tenant's possession is to end.
29 There is a rebuttable presumption that the owner did not act in good
30 faith if the owner or immediate family fails to occupy the unit as a
31 principal residence for at least 60 consecutive days during the 90
32 days immediately after the tenant vacated the unit pursuant to a
33 notice of termination using this subsection (2)(d) as the cause for
34 termination;

35 (e) The tenant continues in possession after the owner elects to
36 sell a single-family residence and the landlord has provided at least
37 90 days' advance written notice of the date the tenant's possession
38 is to end. For the purposes of this subsection (2)(e), an owner
39 "elects to sell" when the owner makes reasonable attempts to sell the
40 dwelling within 30 days after the tenant has vacated, including, at a

1 minimum, listing it for sale at a reasonable price with a realty
2 agency or advertising it for sale at a reasonable price by listing it
3 on the real estate multiple listing service. There shall be a
4 rebuttable presumption that the owner did not intend to sell the unit
5 if:

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

10 (ii) Within 90 days after the date the tenant vacated or the date
11 the property was listed for sale, whichever is later, the owner
12 withdraws the rental unit from the market, the landlord rents the
13 unit to someone other than the former tenant, or the landlord
14 otherwise indicates that the owner does not intend to sell the unit;

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

18 (g) The tenant continues in possession after the owner elects to
19 withdraw the premises to pursue a conversion pursuant to RCW
20 64.34.440 or 64.90.655;

21 (h) The tenant continues in possession, after the landlord has
22 provided 30 days' prior written notice that: (i) The premises has
23 been certified or condemned as uninhabitable by a local agency
24 charged with the authority to issue such an order; and (ii) continued
25 habitation of the premises would subject the landlord to civil or
26 criminal penalties. However, if the terms of the local agency's order
27 do not allow the landlord to provide 30 days' advance written notice,
28 the landlord must provide as much advance written notice as is
29 possible and still comply with the order;

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

35 (j) The tenant continues in possession of a dwelling unit in
36 transitional housing after having received a 30-day notice to vacate
37 in advance of the expiration of the transitional housing program, the
38 tenant has aged out of the transitional housing program, or the
39 tenant has completed an educational or training or service program
40 and is no longer eligible to participate in the transitional housing

1 program. Nothing in this subsection (2)(j) prohibits the termination
2 of a tenancy in transitional housing for any of the other causes
3 specified in this subsection;

4 (k) The tenant continues in possession of a dwelling unit in
5 subsidized housing after the expiration of a rental agreement without
6 signing a proposed new rental agreement proffered by the landlord;
7 provided, that the landlord proffered the proposed new rental
8 agreement at least 30 days and no more than 90 days prior to the
9 expiration of the current rental agreement and that any new terms and
10 conditions of the proposed new rental agreement are reasonable. This
11 subsection (2)(k) does not apply to tenants whose tenancies are or
12 have become periodic;

13 (l) The tenant continues in possession after having received a
14 30-day notice to vacate due to intentional, knowing, and material
15 misrepresentations or omissions made on the tenant's application at
16 the inception of the tenancy that, had these misrepresentations or
17 omissions not been made, would have resulted in the landlord
18 requesting additional information or taking an adverse action;

19 (m) The tenant continues in possession after having received a
20 60-day notice to vacate for other good cause prior to the termination
21 of the period or rental agreement and such cause constitutes a
22 legitimate economic or business reason not covered or related to a
23 basis for termination enumerated under this subsection (2). When the
24 landlord relies on this basis for termination of the tenancy, the
25 court may stay any writ of restitution for up to 60 additional days
26 for good cause shown, including difficulty procuring alternative
27 housing. The court must condition such a stay upon the tenant's
28 continued payment of rent during the stay period. Upon granting such
29 a stay, the court must award court costs and fees as allowed under
30 this chapter;

31 (n) (i) The tenant continues in possession after having received a
32 notice to vacate at least 60 days prior to the termination of the
33 period or rental agreement and the tenant has committed four or more
34 of the following violations, other than ones for monetary damages,
35 within the preceding 12-month period, the tenant has remedied or
36 cured the violation, and the landlord has provided the tenant a
37 written warning notice at the time of each violation: A substantial
38 breach of a material program requirement of subsidized housing, a
39 substantial breach of a material term subscribed to by the tenant

1 within the lease or rental agreement, or a substantial breach of a
2 tenant obligation imposed by law;

3 (ii) Each written warning notice must:

4 (A) Specify the violation;

5 (B) Provide the tenant an opportunity to cure the violation;

6 (C) State that the landlord may choose to terminate the tenancy
7 at the end of the rental term if there are four violations within a
8 12-month period preceding the end of the term; and

9 (D) State that correcting the fourth or subsequent violation is
10 not a defense to termination under this subsection;

11 (iii) The 60-day notice of termination must:

12 (A) State that the rental agreement will terminate upon the
13 specified ending date for the rental term or upon a designated date
14 not less than 60 days after the delivery of the notice, whichever is
15 later;

16 (B) Specify the reason for the termination and supporting facts;
17 and

18 (C) Be served to the tenant concurrent with or after the fourth
19 or subsequent written warning notice;

20 (iv) The notice under this subsection must include all notices
21 supporting the basis of termination;

22 (v) Any notices asserted under this subsection must pertain to
23 four or more separate incidents or occurrences; and

24 (vi) This subsection (2)(n) does not absolve a landlord from
25 demonstrating by admissible evidence that the four or more violations
26 constituted breaches under (b) of this subsection at the time of the
27 violation had the tenant not remedied or cured the violation;

28 (o) The tenant continues in possession after having received a
29 60-day notice to vacate prior to the termination of the rental period
30 or rental agreement if the tenant has been required to register as a
31 sex offender during the tenancy, or prior to the tenancy if not
32 disclosed when required in the rental application or otherwise known
33 to the property owner at the beginning of the tenancy;

34 (p) The tenant continues in possession after having received a
35 20-day notice to vacate prior to the termination of the rental period
36 or rental agreement if the tenant has made unwanted sexual advances
37 or other acts of sexual harassment directed at the property owner,
38 property manager, property employee, or another tenant based on the
39 person's race, gender, or other protected status in violation of any
40 covenant or term in the lease.

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

16 (4) A landlord who removes a tenant or causes a tenant to be
17 removed from a dwelling in any way in violation of this section is
18 liable to the tenant for wrongful eviction, and the tenant prevailing
19 in such an action is entitled to the greater of their economic and
20 noneconomic damages or three times the monthly rent of the dwelling
21 at issue, and reasonable attorneys' fees and court costs.

22 (5) Nothing in subsection (2)(d), (e), or (f) of this section
23 permits a landlord to terminate a tenancy for a specified period
24 before the completion of the term unless the landlord and the tenant
25 mutually consent, in writing, to early termination and the tenant is
26 afforded at least 60 days to vacate.

27 (6) All written notices required under subsection (2) of this
28 section must:

- 29 (a) Be served in a manner consistent with RCW 59.12.040; and
30 (b) Identify the facts and circumstances known and available to
31 the landlord at the time of the issuance of the notice that support
32 the cause or causes with enough specificity so as to enable the
33 tenant to respond and prepare a defense to any incidents alleged. The
34 landlord may present additional facts and circumstances regarding the
35 allegations within the notice if such evidence was unknown or
36 unavailable at the time of the issuance of the notice.

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

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

8 (b) Any tenant who is a member of the armed forces, including the
9 national guard and armed forces reserves, or that tenant's spouse or
10 dependent, may terminate a rental agreement with less than (~~twenty~~)
11 20 days' written notice if the tenant receives permanent change of
12 station or deployment orders that do not allow a (~~twenty~~) 20-day
13 written notice.

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

22 (b) Whenever a landlord plans to change any apartment or
23 apartments to a condominium form of ownership, the landlord shall
24 provide a written notice to a tenant at least (~~one hundred twenty~~)
25 120 days before termination of the tenancy, in compliance with RCW
26 64.34.440(1), to effectuate such change. The (~~one hundred twenty-~~
27 ~~day~~) 120-day notice is in lieu of the notice required in subsection
28 (1) of this section. However, if after providing the (~~one hundred~~
29 ~~twenty-day~~) 120-day notice the change to a condominium form of
30 ownership is delayed, the notice requirements in subsection (1) of
31 this section apply unless waived by the tenant.

32 (c)(i) Whenever a landlord plans to demolish or substantially
33 rehabilitate premises or plans a change of use of premises, the
34 landlord shall provide a written notice to a tenant at least (~~one~~
35 ~~hundred twenty~~) 120 days before termination of the tenancy. This
36 subsection (2)(c)(i) does not apply to jurisdictions that have
37 created a relocation assistance program under RCW 59.18.440 and
38 otherwise provide (~~one hundred twenty~~) 120 days' notice.

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

1 (A) "Assisted housing development" means a multifamily rental
2 housing development that either receives government assistance and is
3 defined as federally assisted housing in RCW 59.28.020, or that
4 receives other federal, state, or local government assistance and is
5 subject to use restrictions.

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

17 (C) "Demolish" means the destruction of premises or the
18 relocation of premises to another site that results in the
19 displacement of an existing tenant.

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

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

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

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

35 (2) Any tenant who is a member of the armed forces, including the
36 national guard and armed forces reserves, or that tenant's spouse or
37 dependent, may terminate a tenancy for a specified time if the tenant
38 receives permanent change of station or deployment orders. Before
39 terminating the tenancy, the tenant, or that tenant's spouse or

1 dependent, shall provide written notice of (~~twenty~~) 20 days or more
2 to the landlord, which notice shall include a copy of the official
3 military orders or a signed letter from the service member's
4 commanding officer confirming any of the following criteria are met:

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

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

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

14 (d) After entering into a rental agreement, the commanding
15 officer directs the service member to move into government provided
16 housing;

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

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

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

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

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

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

37 (a) Agrees to waive or to forgo rights or remedies under this
38 chapter; or

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

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

5 (d) Agrees to the exculpation or limitation of any liability of
6 the landlord arising under law or to indemnify the landlord for that
7 liability or the costs connected therewith; or

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

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

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

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

38 In any action, including actions pursuant to chapters 7.64 or
39 12.28 RCW, brought by a tenant or other person to recover possession
40 of his or her personal property taken or detained by a landlord in

1 violation of this section, the court, upon motion and after notice to
2 the opposing parties, may waive or reduce any bond requirements where
3 it appears to be to the satisfaction of the court that the moving
4 party is proceeding in good faith and has, prima facie, a meritorious
5 claim for immediate delivery or redelivery of said property.

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

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

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

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

25 (3) When he or she continues in possession in person or by
26 subtenant after a default in the payment of rent, and after notice in
27 writing requiring in the alternative the payment of the rent or the
28 surrender of the detained premises, served (in manner in RCW
29 59.12.040 provided) on behalf of the person entitled to the rent upon
30 the person owing it, has remained uncomplied with for the period of
31 three days after service, or for the period of ~~((fourteen))~~ 14 days
32 after service for tenancies under chapter 59.18 RCW. The notice may
33 be served at any time after the rent becomes due. For the purposes of
34 this subsection and as applied to tenancies under chapter 59.18 RCW,
35 "rent" has the same meaning as defined in RCW 59.18.030;

36 (4) When he or she continues in possession in person or by
37 subtenant after a neglect or failure to keep or perform any condition
38 or covenant of the lease or agreement under which the property is
39 held, including any covenant not to assign or sublet, other than one

1 for the payment of rent, and after notice in writing requiring in the
2 alternative the performance of such condition or covenant or the
3 surrender of the property, served (in manner in RCW 59.12.040
4 provided) upon him or her, and if there is a subtenant in actual
5 possession of the premises, also upon such subtenant, shall remain
6 uncomplied with for (~~ten~~) 10 days after service thereof. Within
7 (~~ten~~) 10 days after the service of such notice the tenant, or any
8 subtenant in actual occupation of the premises, or any mortgagee of
9 the term, or other person interested in its continuance, may perform
10 such condition or covenant and thereby save the lease from such
11 forfeiture. For the purposes of this subsection and as applied to
12 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
13 defined in RCW 59.18.030;

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

20 (6) A person who, without the permission of the owner and without
21 having color of title thereto, enters upon land of another and who
22 fails or refuses to remove therefrom after three days' notice, in
23 writing and served upon him or her in the manner provided in RCW
24 59.12.040. Such person may also be subject to the criminal provisions
25 of chapter 9A.52 RCW; or

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

28 NEW SECTION. **Sec. 7.** This act is necessary for the immediate
29 preservation of the public peace, health, or safety, or support of
30 the state government and its existing public institutions, and takes
31 effect immediately."

ESHB 1236 - S COMM AMD

By Committee on Housing & Local Government

NOT ADOPTED 04/08/2021

32 On page 1, line 4 of the title, after "termination;" strike the
33 remainder of the title and insert "amending RCW 59.18.220 and

1 59.12.030; reenacting and amending RCW 59.18.030, 59.18.200, and
2 59.18.230; adding a new section to chapter 59.18 RCW; prescribing
3 penalties; and declaring an emergency."

EFFECT: (1) Clarifies that a landlord must provide a 60-day notice prior to the termination of the rental period or agreement if the tenant was required to register as a sex offender during the tenancy or before the tenancy if not disclosed when required in the rental application.

(2) Clarifies that a landlord must provide a 20-day notice prior to the termination of the rental period or agreement if the tenant made unwanted sexual advances or other acts of sexual harassment to the property owner, employee, or other tenant in violation of a lease term or covenant.

(3) Makes technical corrections and clarifying amendments throughout to achieve internal consistency and ensure implementation of the bill's policies.

--- END ---