

# FINAL BILL REPORT

## ESHB 1236

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Synopsis as Enacted

**Brief Description:** Protecting residential tenants from the beginning to end of their tenancies by penalizing the inclusion of unlawful lease provisions and limiting the reasons for eviction, refusal to continue, and termination.

**Sponsors:** House Committee on Housing, Human Services & Veterans (originally sponsored by Representatives Macri, Taylor, Dolan, Gregerson, Berry, Fitzgibbon, Frame, Simmons, Ramel, Bateman, Johnson, J., Hackney, Chopp, Thai, Peterson, Santos, Orwall, Ortiz-Self, Ryu, Wicks, Lekanoff, Slatter, Berg, Senn, Harris-Talley, Ormsby and Pollet).

**House Committee on Housing, Human Services & Veterans**  
**Senate Committee on Housing & Local Government**

### **Background:**

#### Residential Landlord-Tenant Act.

The Residential Landlord-Tenant Act (RLTA) regulates the relationship between residential landlords and tenants, and includes provisions regarding the duties of tenants and landlords and remedies for violations of those duties. With some exceptions, the rental of a dwelling unit for living purposes is covered under the RLTA.

#### Duration and Termination of Tenancy.

A tenancy for a specified time, sometimes also called a lease, is deemed terminated at the end of the specified period. A tenant who terminates a lease prior to the end of the lease period is liable for rent until the end of the period, although the landlord is required to mitigate his or her damages by attempting to re-rent the unit at a fair rental price. Alternatively, premises may be rented for an indefinite time, from period to period, or month to month. Such a tenancy is automatically renewed for another period until terminated by either the landlord or the tenant by giving at least 20 days' written notice prior to the end of any of the months or periods of tenancy. Landlords planning a change of use or demolition or substantial renovation must provide 120 days' notice.

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*This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.*

### Enforcement Remedies.

The RLTA specifies the remedies available to a tenant for a landlord's violation of his or her duties. Generally, the tenant must provide the landlord with written notice and a reasonable opportunity to fix or comply with the duty, the timeframe for which varies depending upon the type of problem. If a landlord includes prohibited provisions in a rental agreement, the tenant may recover statutory damages up to \$500 with costs of suit and reasonable attorney fees.

If the tenant is in unlawful detainer status, a landlord may bring a court action to evict the tenant. A tenant is in unlawful detainer status when the tenant:

- holds over after the expiration of the specified term for which it is let to him or her—when real property is leased for a specified term or period, the tenancy is deemed terminated without notice at the expiration of the specified term or period;
- continues in possession of premises leased for an indefinite period, such as month-to-month, after the end of any month or period when the landlord serves at least a 20-day notice prior to the end of the month or period requiring the tenant to quit the premises at the end of the month or period;
- continues in possession after a default in rent, and after a 14-day notice to pay rent or vacate has been served, without complying with the duty to pay;
- continues in possession after failing to comply with a duty of tenancy (other than to pay rent) and after a 10-day notice to comply or vacate has been served, without complying;
- permits waste upon the premises, or carries on an unlawful business, or maintains a nuisance and remains in possession after the service of a three-day notice to quit the premises;
- enters upon the premises without permission and without having color of title and refuses to leave after a three-day notice—such a person may also be subject to criminal laws; or
- commits or permits any gang-related activity as prohibited by the RLTA.

### Eviction Moratorium.

On March 18, 2020, Governor Inslee issued Proclamation 20-19 to prohibit a number of activities related to evictions by all residential landlords operating residential rental property in the state. Since then, the Governor has issued multiple extensions of the eviction moratorium. The eviction moratorium prohibits residential landlords, manufactured housing community landlords, property managers, and property owners from:

- serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling or parcel of land occupied as a dwelling; and
- seeking or enforcing, or threatening to seek or enforce, judicial eviction orders involving any dwelling or parcel of land occupied as a dwelling, unless, as applied to both circumstances:
  - an affidavit to the eviction or termination of tenancy notice attests that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or at least 60 days' written

notice of the property owner's intent to personally occupy the premises as a primary residence or sell the property is provided to the tenant.

**Summary:**

Cause Required for Eviction, Refusal to Renew, and Ending a Tenancy.

If a rental agreement provides for the tenancy to continue on a monthly or periodic basis after the agreement expires, a landlord may end the tenancy at the end of the initial lease term without cause if the initial term is between six and 12 months and the landlord provides the tenant with at least 60 days' written notice. When a rental agreement is for a specified period and does not provide that the tenancy will continue on a monthly or periodic basis after the specified period expires, the landlord may end the tenancy without cause only if:

- the initial lease term is for one year or more, or the landlord and tenant have continuously entered into successive rental agreements of six months or more since the inception of the tenancy;
- the landlord provides at least 60 days' written notice to the tenant before the end of the specified period; and
- the tenancy has not been for a monthly or periodic basis at any point, unless a rental agreement was entered into for a monthly or periodic tenancy between the effective date of this act and three months following the expiration of the Governor's eviction moratorium.

A tenant may end a tenancy for a specified time by providing written notice 20 days' prior to the end date of the specified period.

For all other tenancies of a specified period, and for tenancies on a monthly or periodic basis, a landlord may not end the tenancy except for one of certain enumerated reasons.

1. failure to pay rent (14-day notice);
2. substantial breach of a material program requirement of subsidized housing, material term of rental agreement, or tenant obligation imposed by law that has not been remedied (10-day notice);
3. committing or permitting waste or nuisance, unlawful activity that affects the use and enjoyment of the premises, or other substantial or repeated interference with the use and enjoyment of the premises (3-day notice);
4. landlord, in good faith, seeks possession so that the owner or his or her immediate family may occupy the unit as the principal residence and no substantially equivalent unit is vacant and available (90-day notice);
5. owner elects to sell the premises, a single-family residence (90-day notice);
6. premises to be demolished, substantially rehabilitated, or change of use (120-day notice);
7. owner elects to withdraw the premises from the rental market to pursue a conversion (120-day notice);
8. premises are condemned by a local agency (30-day notice, or less if continued

- habitation would subject the landlord to criminal or civil penalties);
9. service of notice to quit or vacate by the owner or lessor with whom the tenant shares the dwelling unit or access to a common kitchen or bathroom area (20-day notice);
  10. transitional housing program expires, the tenant ages out of a program, or the tenant has completed a program and is no longer eligible (30-day notice);
  11. rental agreement has expired, the landlord proffers a new rental agreement at least 30 days prior to the expiration, and the tenant does not sign;
  12. intentional and knowing misrepresentation or omission of material information on the tenant's application that, had the misrepresentations or omissions not been made, would have caused the landlord to request additional information or take adverse action (30-day notice);
  13. other good cause which constitutes a legitimate economic or business reason (60-day notice);
  14. four or more violations of a substantial breach of a subsidized housing requirement, material term of the lease, or tenant obligation under law that were cured by the tenant within the previous 12-month period and the landlord provided a written notice for each violation (60-day notice);
  15. required to register as a sex offender during the tenancy, or failed to disclose a requirement to register as a sex offender when required in the rental application or otherwise known to the property owner at the beginning of the tenancy (60-day notice); and
  16. makes unwanted sexual advances or commits other acts of sexual harassment directed at the property owner, manager, employee, or another tenant based on race, gender, or protected status in violation of a lease term or covenant (20-day notice).

Notices must identify the facts and circumstances known and available to the landlord at the time the notice is issued that support the cause or causes with enough specificity to enable the tenant to respond. The landlord may present other evidence regarding the allegations within the notice where the evidence was unknown or unavailable at the time the notice was issued.

#### Remaining Occupants.

Where a tenant permanently vacates for reasons other than the ending of the tenancy by the landlord, and occupants co-resided with the tenant prior to and up to the tenant's vacation with the landlord's approval, the landlord must serve a notice to the remaining occupants at least six months before the tenant vacates, requiring the remaining occupants to either apply to become a party to the rental agreement or vacate within 30 days. If the occupant fails to apply within 30 days or the application is denied, the landlord may commence an unlawful detainer action. These new provisions regarding occupants are not applicable to subsidized housing tenancies.

#### Enforcement Remedies.

A landlord who removes a tenant or causes a tenant to be removed from a dwelling in violation of the provisions specifying enumerated causes for eviction or refusal to renew or

end a tenancy is liable to the tenant for wrongful eviction and the greater of: (1) the tenant's economic and noneconomic damages; or (2) three times the monthly rent, as well as reasonable attorneys' fees and costs. The existing statutory damages available for inclusion in the rental agreement of prohibited provisions are increased from \$500 to two times the monthly rent, and the landlord must have "knowingly," instead of "deliberately," included such provisions.

Definitions.

The terms "immediate family," "subsidized housing," and "transitional housing" are defined in the RLTA.

**Votes on Final Passage:**

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|--------|----|----|-------------------|
| House  | 54 | 44 |                   |
| Senate | 28 | 21 | (Senate amended)  |
| House  | 54 | 44 | (House concurred) |

**Effective:** May 10, 2021