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**SUBSTITUTE HOUSE BILL 1904**

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**State of Washington**

**67th Legislature**

**2022 Regular Session**

**By** House Housing, Human Services & Veterans (originally sponsored by Representatives Peterson, Morgan, Simmons, Chopp, Ormsby, J. Johnson, Ramel, Hackney, Frame, Riccelli, Lekanoff, Taylor, Bateman, Fitzgibbon, Macri, Harris-Talley, and Pollet)

READ FIRST TIME 02/03/22.

1 AN ACT Relating to protecting tenants from excessive rent and  
2 related fees by providing at least six months' notice for rent  
3 increases over a certain amount, allowing tenants the right to  
4 terminate a tenancy, and limiting late fees; amending RCW 59.18.140,  
5 59.18.650, 59.18.170, and 59.20.090; reenacting and amending RCW  
6 59.18.230; and adding a new section to chapter 59.18 RCW.

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

8 NEW SECTION. **Sec. 1.** A new section is added to chapter 59.18  
9 RCW to read as follows:

10 (1)(a) A landlord may not increase the rent paid by a tenant in  
11 an amount greater than seven and one-half percent above the base rent  
12 without providing written notice between 180 and 220 days before the  
13 increase takes effect.

14 (b) The notice must inform the tenant, in clear language, that  
15 because the landlord seeks to increase the rent paid by the tenant in  
16 an amount greater than seven and one-half percent above the base  
17 rent, pursuant to subsection (2) of this section, the tenant may  
18 terminate the tenancy at any point prior to the effective date of the  
19 increase by providing at least 20 days' notice for a month-to-month  
20 or periodic tenancy or at least 45 days' notice for a tenancy of a

1 specified period and, in that case, shall only owe pro rata rent  
2 through the date upon which the tenant surrenders the premises.

3 (2) If a landlord seeks to increase the amount of rent by more  
4 than seven and one-half percent, the tenant may terminate the tenancy  
5 at any point prior to the effective date of the increase by providing  
6 at least 20 days' notice for a month-to-month or periodic tenancy or  
7 at least 45 days' notice for a tenancy of a specified period and, in  
8 that case, shall only owe pro rata rent through the date upon which  
9 the tenant surrenders the premises.

10 (3) (a) Any notice of an increase in the amount of rent under this  
11 section must be served in accordance with RCW 59.12.040.

12 (b) A landlord may not charge a tenant for the service of any  
13 notice required by this section.

14 (4) A landlord may not increase the rent an amount greater than  
15 seven and one-half percent above the base rent except in accordance  
16 with this section. A tenant who is charged rent in violation of this  
17 section, and pays rent in excess of amounts permitted by this  
18 section, shall have a cause of action against the landlord to recover  
19 actual damages in the amount of the excess rent paid, together with  
20 treble damages, costs, and reasonable attorneys' fees.

21 (5) For the purposes of this section, "base rent" means the  
22 lowest monthly or periodic rent paid by the tenant in the 12 months  
23 preceding the date of the notice of rent increase. "Base rent" does  
24 not include amounts paid for utilities where such amounts are paid  
25 separately from rent and are based upon actual utility usage and the  
26 amount billed by the utility company or service provider.

27 **Sec. 2.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to  
28 read as follows:

29 (1) The tenant shall conform to all reasonable obligations or  
30 restrictions, whether denominated by the landlord as rules, rental  
31 agreement, rent, or otherwise, concerning the use, occupation, and  
32 maintenance of his or her dwelling unit, appurtenances thereto, and  
33 the property of which the dwelling unit is a part if such obligations  
34 and restrictions are not in violation of any of the terms of this  
35 chapter and are not otherwise contrary to law, and if such  
36 obligations and restrictions are brought to the attention of the  
37 tenant at the time of his or her initial occupancy of the dwelling  
38 unit and thus become part of the rental agreement.

1 (2) Except for termination of tenancy and an increase in the  
2 amount of rent, after ~~((thirty))~~ 30 days written notice to each  
3 affected tenant, a new rule of tenancy may become effective upon  
4 completion of the term of the rental agreement or sooner upon mutual  
5 consent.

6 (3) (a) Except as provided in section 1(1)(a) of this act and (b)  
7 of this subsection, a landlord shall provide a minimum of ~~((sixty))~~  
8 60 days' prior written notice of an increase in the amount of rent to  
9 each affected tenant, and any increase in the amount of rent may not  
10 become effective prior to the completion of the term of the rental  
11 agreement.

12 (b) If the rental agreement governs a subsidized tenancy where  
13 the amount of rent is based on the income of the tenant or  
14 circumstances specific to the subsidized household, a landlord shall  
15 provide a minimum of ~~((thirty))~~ 30 days' prior written notice of an  
16 increase in the amount of rent to each affected tenant. An increase  
17 in the amount of rent may become effective upon completion of the  
18 term of the rental agreement or sooner upon mutual consent.

19 **Sec. 3.** RCW 59.18.650 and 2021 c 212 s 2 are each amended to  
20 read as follows:

21 (1) (a) A landlord may not evict a tenant, refuse to continue a  
22 tenancy, or end a periodic tenancy except for the causes enumerated  
23 in subsection (2) of this section and as otherwise provided in this  
24 subsection.

25 (b) If a landlord and tenant enter into a rental agreement that  
26 provides for the tenancy to continue for an indefinite period on a  
27 month-to-month or periodic basis after the agreement expires, the  
28 landlord may not end the tenancy except for the causes enumerated in  
29 subsection (2) of this section; however, a landlord may end such a  
30 tenancy at the end of the initial period of the rental agreement  
31 without cause only if:

32 (i) At the inception of the tenancy, the landlord and tenant  
33 entered into a rental agreement between six and 12 months; and

34 (ii) The landlord has provided the tenant before the end of the  
35 initial lease period at least 60 days' advance written notice ending  
36 the tenancy, served in a manner consistent with RCW 59.12.040.

37 (c) If a landlord and tenant enter into a rental agreement for a  
38 specified period in which the tenancy by the terms of the rental  
39 agreement does not continue for an indefinite period on a month-to-

1 month or periodic basis after the end of the specified period, the  
2 landlord may end such a tenancy without cause upon expiration of the  
3 specified period only if:

4 (i) At the inception of the tenancy, the landlord and tenant  
5 entered into a rental agreement of 12 months or more for a specified  
6 period, or the landlord and tenant have continuously and without  
7 interruption entered into successive rental agreements of six months  
8 or more for a specified period since the inception of the tenancy;

9 (ii) The landlord has provided the tenant before the end of the  
10 specified period at least 60 days' advance written notice that the  
11 tenancy will be deemed expired at the end of such specified period,  
12 served in a manner consistent with RCW 59.12.040; and

13 (iii) The tenancy has not been for an indefinite period on a  
14 month-to-month or periodic basis at any point since the inception of  
15 the tenancy. However, for any tenancy of an indefinite period in  
16 existence as of May 10, 2021, if the landlord and tenant enter into a  
17 rental agreement between May 10, 2021, and three months following the  
18 expiration of the governor's proclamation 20-19.6 or any extensions  
19 thereof, the landlord may exercise rights under this subsection  
20 (1)(c) as if the rental agreement was entered into at the inception  
21 of the tenancy provided that the rental agreement is otherwise in  
22 accordance with this subsection (1)(c).

23 (d) For all other tenancies of a specified period not covered  
24 under (b) or (c) of this subsection, and for tenancies of an  
25 indefinite period on a month-to-month or periodic basis, a landlord  
26 may not end the tenancy except for the causes enumerated in  
27 subsection (2) of this section. Upon the end date of the tenancy of a  
28 specified period, the tenancy becomes a month-to-month tenancy.

29 (e) Nothing prohibits a landlord and tenant from entering into  
30 subsequent lease agreements that are in compliance with the  
31 requirements in subsection (2) of this section.

32 (f) A tenant may end a tenancy for a specified time by providing  
33 notice in writing not less than 20 days prior to the ending date of  
34 the specified time unless a shorter time period is allowed due to a  
35 rent increase as specified under section 1(2) of this act.

36 (2) The following reasons listed in this subsection constitute  
37 cause pursuant to subsection (1) of this section:

38 (a) The tenant continues in possession in person or by subtenant  
39 after a default in the payment of rent, and after written notice  
40 requiring, in the alternative, the payment of the rent or the

1 surrender of the detained premises has remained uncomplied with for  
2 the period set forth in RCW 59.12.030(3) for tenants subject to this  
3 chapter. The written notice may be served at any time after the rent  
4 becomes due;

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

15 (c) The tenant continues in possession after having received at  
16 least three days' advance written notice to quit after he or she  
17 commits or permits waste or nuisance upon the premises, unlawful  
18 activity that affects the use and enjoyment of the premises, or other  
19 substantial or repeated and unreasonable interference with the use  
20 and enjoyment of the premises by the landlord or neighbors of the  
21 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 to vacate using this subsection (2)(d) as the cause for the  
34 lease ending;

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 at least 30 days' advance written notice to vacate that: (i)  
23 The premises has been certified or condemned as uninhabitable by a  
24 local agency charged with the authority to issue such an order; and  
25 (ii) continued habitation of the premises would subject the landlord  
26 to civil or criminal penalties. However, if the terms of the local  
27 agency's order do not allow the landlord to provide at least 30 days'  
28 advance written notice, the landlord must provide as much advance  
29 written notice as is 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 at least 20 days' advance  
33 written notice to vacate prior to the end of the rental term or, if a  
34 periodic tenancy, the end of the rental period;

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

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

4 (k) The tenant continues in possession of a dwelling unit after  
5 the expiration of a rental agreement without signing a proposed new  
6 rental agreement proffered by the landlord; provided, that the  
7 landlord proffered the proposed new rental agreement at least 30 days  
8 prior to the expiration of the current rental agreement and that any  
9 new terms and conditions of the proposed new rental agreement are  
10 reasonable. This subsection (2)(k) does not apply to tenants whose  
11 tenancies are or have become periodic;

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

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

31 (n)(i) The tenant continues in possession after having received  
32 at least 60 days' written notice to vacate prior to the end 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 end the tenancy at the  
7 end of the rental term if there are four violations within a 12-month  
8 period preceding the end of the term; and

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

11 (iii) The 60-day notice to vacate must:

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

15 (B) Specify the reason for ending the lease and supporting facts;  
16 and

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

19 (iv) The notice under this subsection must include all notices  
20 supporting the basis of ending the lease;

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

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

27 (o) The tenant continues in possession after having received at  
28 least 60 days' advance written notice to vacate prior to the end of  
29 the rental period or rental agreement if the tenant is required to  
30 register as a sex offender during the tenancy, or failed to disclose  
31 a requirement to register as a sex offender when required in the  
32 rental application or otherwise known to the property owner at the  
33 beginning of the tenancy;

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



1           (3) When a tenant has permanently vacated due to voluntary or  
2 involuntary events, other than by the ending of the tenancy by the  
3 landlord, a landlord must serve a notice to any remaining occupants  
4 who had coresided with the tenant at least six months prior to and up  
5 to the time the tenant permanently vacated, requiring the occupants  
6 to either apply to become a party to the rental agreement or vacate  
7 within 30 days of service of such notice. In processing any  
8 application from a remaining occupant under this subsection, the  
9 landlord may require the occupant to meet the same screening,  
10 background, and financial criteria as would any other prospective  
11 tenant to continue the tenancy. If the occupant fails to apply within  
12 30 days of receipt of the notice in this subsection, or the  
13 application is denied for failure to meet the criteria, the landlord  
14 may commence an unlawful detainer action under this chapter. If an  
15 occupant becomes a party to the tenancy pursuant to this subsection,  
16 a landlord may not end the tenancy except as provided under  
17 subsection (2) of this section. This subsection does not apply to  
18 tenants residing in subsidized housing.

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

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

30           (6) All written notices required under subsection (2) of this  
31 section must:

32           (a) Be served in a manner consistent with RCW 59.12.040; and

33           (b) Identify the facts and circumstances known and available to  
34 the landlord at the time of the issuance of the notice that support  
35 the cause or causes with enough specificity so as to enable the  
36 tenant to respond and prepare a defense to any incidents alleged. The  
37 landlord may present additional facts and circumstances regarding the  
38 allegations within the notice if such evidence was unknown or  
39 unavailable at the time of the issuance of the notice.

1       **Sec. 4.** RCW 59.18.170 and 2020 c 177 s 1 are each amended to  
2 read as follows:

3       (1) If at any time during the tenancy the tenant fails to carry  
4 out the duties required by RCW 59.18.130 or 59.18.140, the landlord  
5 may, in addition to pursuit of remedies otherwise provided by law,  
6 give written notice to the tenant of said failure, which notice shall  
7 specify the nature of the failure.

8       (2) The landlord may not charge a late fee for rent that is paid  
9 within five days following its due date. If rent is more than five  
10 days past due, the landlord may charge late fees commencing from the  
11 first day after the due date until paid. Late fees charged to a  
12 tenant for nonpayment of rent may not exceed \$75. Nothing in this  
13 subsection prohibits a landlord from serving a notice to pay or  
14 vacate at any time after the rent becomes due.

15       (3) When late fees may be assessed after rent becomes due, the  
16 tenant may propose that the date rent is due in the rental agreement  
17 be altered to a different due date of the month. The landlord shall  
18 agree to such a proposal if it is submitted in writing and the tenant  
19 can demonstrate that his or her primary source of income is a  
20 regular, monthly source of governmental assistance that is not  
21 received until after the date rent is due in the rental agreement.  
22 The proposed rent due date may not be more than five days after the  
23 date the rent is due in the rental agreement. Nothing in this  
24 subsection shall be construed to prevent a tenant from making a  
25 request for reasonable accommodation under federal, state, or local  
26 law.

27       **Sec. 5.** RCW 59.18.230 and 2021 c 212 s 5 and 2021 c 115 s 15 are  
28 each reenacted and amended to read as follows:

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

35       (b) Any agreement, whether oral or written, between a landlord  
36 and tenant, or their representatives, and entered into pursuant to an  
37 unlawful detainer action under this chapter that requires the tenant  
38 to pay any amount in violation of RCW 59.18.283 or the statutory  
39 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any

1 rights of the tenant under RCW 59.18.410 or any other rights afforded  
2 under this chapter except as provided in RCW 59.18.360 is void and  
3 unenforceable. A landlord may not threaten a tenant with eviction for  
4 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

6 (a) Agrees to waive or to forgo rights or remedies under this  
7 chapter; or

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

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

12 (d) Agrees to the exculpation or limitation of any liability of  
13 the landlord arising under law or to indemnify the landlord for that  
14 liability or the costs connected therewith; or

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

17 (f) Agrees to pay late fees in excess of \$75 or for rent that is  
18 paid within five days following its due date. If rent is more than  
19 five days past due, the landlord may charge late fees commencing from  
20 the first day after the due date until paid. Nothing in this  
21 subsection prohibits a landlord from serving a notice to pay or  
22 vacate at any time after the rent becomes due.

23 (3) A provision prohibited by subsection (2) of this section  
24 included in a rental agreement is unenforceable. If a landlord  
25 knowingly uses a rental agreement containing provisions known by him  
26 or her to be prohibited, the tenant may recover actual damages  
27 sustained by him or her, statutory damages not to exceed two times  
28 the monthly rent charged for the unit, costs of suit, and reasonable  
29 attorneys' fees.

30 (4) The common law right of the landlord of distress for rent is  
31 hereby abolished for property covered by this chapter. Any provision  
32 in a rental agreement creating a lien upon the personal property of  
33 the tenant or authorizing a distress for rent is null and void and of  
34 no force and effect. Any landlord who takes or detains the personal  
35 property of a tenant without the specific written consent of the  
36 tenant to such incident of taking or detention, and who, after  
37 written demand by the tenant for the return of his or her personal  
38 property, refuses to return the same promptly shall be liable to the  
39 tenant for the value of the property retained, actual damages, and if  
40 the refusal is intentional, may also be liable for damages of up to

1 \$500 per day but not to exceed \$5,000, for each day or part of a day  
2 that the tenant is deprived of his or her property. The prevailing  
3 party may recover his or her costs of suit and a reasonable  
4 attorneys' fee.

5 In any action, including actions pursuant to chapters 7.64 or  
6 12.28 RCW, brought by a tenant or other person to recover possession  
7 of his or her personal property taken or detained by a landlord in  
8 violation of this section, the court, upon motion and after notice to  
9 the opposing parties, may waive or reduce any bond requirements where  
10 it appears to be to the satisfaction of the court that the moving  
11 party is proceeding in good faith and has, prima facie, a meritorious  
12 claim for immediate delivery or redelivery of said property.

13 **Sec. 6.** RCW 59.20.090 and 2019 c 23 s 5 are each amended to read  
14 as follows:

15 (1) Unless otherwise agreed rental agreements shall be for a term  
16 of one year. Any rental agreement of whatever duration shall be  
17 automatically renewed for the term of the original rental agreement,  
18 unless a different specified term is agreed upon.

19 (2) ((A)) Except as provided in subsection (4)(a) of this  
20 section, a landlord seeking to increase the rent upon expiration of  
21 the term of a rental agreement of any duration shall notify the  
22 tenant in writing three months prior to the effective date of any  
23 increase in rent.

24 (3) A tenant shall notify the landlord in writing one month prior  
25 to the expiration of a rental agreement of an intention not to renew.

26 (4)(a) A landlord may not increase the rent paid by a tenant in  
27 an amount greater than four percent above the base rent without  
28 providing written notice between 180 and 220 days before the  
29 expiration of the rental agreement.

30 (b) The notice must inform the tenant, in clear language, that  
31 because the landlord seeks to increase the rent paid by the tenant in  
32 an amount greater than four percent above the base rent, pursuant to  
33 (a) of this subsection, the tenant may terminate the tenancy at any  
34 point prior to the effective date of the increase by providing 45  
35 days' notice and, in that case, shall only owe pro rata rent through  
36 the date upon which the tenant surrenders the premises.

37 (c) If a landlord seeks to increase the amount of rent by more  
38 than four percent, the tenant may terminate the tenancy at any point  
39 prior to the effective date of the increase by providing 45 days'

1 notice and, in that case, shall only owe pro rata rent through the  
2 date upon which the tenant surrenders the premises.

3 (d) Any notice of an increase in the amount of rent under this  
4 subsection must be served in accordance with RCW 59.20.150.

5 (e) A landlord may not charge a tenant for the service of any  
6 notice required by this subsection.

7 (f) A landlord may not increase the rent an amount greater than  
8 four percent above the base rent except in accordance with this  
9 subsection. A tenant who is charged rent in violation of this  
10 subsection, and pays rent in excess of amounts permitted by this  
11 subsection, shall have a cause of action against the landlord to  
12 recover actual damages in the amount of the excess rent paid,  
13 together with treble damages, costs, and reasonable attorneys' fees.

14 (g) For the purposes of this section, "base rent" means the  
15 lowest monthly or periodic rent paid by the tenant in the 12 months  
16 preceding the date of the notice of rent increase. "Base rent" does  
17 not include amounts paid for utilities where such amounts are paid  
18 separately from rent and are based upon actual utility usage and the  
19 amount billed by the utility company or service provider.

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

29 (b) Any tenant who is a member of the armed forces, including the  
30 national guard and armed forces reserves, or that tenant's spouse or  
31 dependent, may terminate a rental agreement with less than thirty  
32 days notice if the tenant receives permanent change of station or  
33 deployment orders which do not allow greater notice. The service  
34 member shall provide the landlord a copy of the official military  
35 orders or a signed letter from the service member's commanding  
36 officer confirming any of the following criteria are met:

37 (i) The service member is required, pursuant to permanent change  
38 of station orders, to move thirty-five miles or more from the  
39 location of the rental premises;

- 1           (ii) The service member is prematurely or involuntarily  
2 discharged or released from active duty;
- 3           (iii) The service member is released from active duty after  
4 having leased the rental premises while on active duty status and the  
5 rental premises is thirty-five miles or more from the service  
6 member's home of record prior to entering active duty;
- 7           (iv) After entering into a rental agreement, the commanding  
8 officer directs the service member to move into government provided  
9 housing;
- 10          (v) The service member receives temporary duty orders, temporary  
11 change of station orders, or state active duty orders to an area  
12 thirty-five miles or more from the location of the rental premises,  
13 provided such orders are for a period not less than ninety days; or
- 14          (vi) The service member has leased the property, but prior to  
15 taking possession of the rental premises, receives change of station  
16 orders to an area that is thirty-five miles or more from the location  
17 of the rental premises.

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