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**HOUSE BILL 1904**

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**State of Washington**

**67th Legislature**

**2022 Regular Session**

**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 01/11/22. Referred to Committee on Housing, Human Services & Veterans.

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, and 59.18.170; reenacting and amending RCW 59.18.230; and  
6 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 three percent above the base rent without  
12 providing written notice between 180 and 220 days before the increase  
13 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 three percent above the base rent, pursuant to  
17 subsection (2) of this section, the tenant may terminate the tenancy  
18 at any point prior to the effective date of the increase and, in that  
19 case, shall only owe pro rata rent through the date upon which the  
20 tenant surrenders the premises.

1 (2) If a landlord seeks to increase the amount of rent by more  
2 than three percent, the tenant may terminate the tenancy at any point  
3 prior to the effective date of the increase and, in that case, shall  
4 only owe pro rata rent through the date upon which the tenant  
5 surrenders the premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 (c) If a landlord and tenant enter into a rental agreement for a  
33 specified period in which the tenancy by the terms of the rental  
34 agreement does not continue for an indefinite period on a month-to-  
35 month or periodic basis after the end of the specified period, the  
36 landlord may end such a tenancy without cause upon expiration of the  
37 specified period only if:

38 (i) At the inception of the tenancy, the landlord and tenant  
39 entered into a rental agreement of 12 months or more for a specified

1 period, or the landlord and tenant have continuously and without  
2 interruption entered into successive rental agreements of six months  
3 or more for a specified period since the inception of the tenancy;

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

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

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

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

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

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

33 (a) The tenant continues in possession in person or by subtenant  
34 after a default in the payment of rent, and after written notice  
35 requiring, in the alternative, the payment of the rent or the  
36 surrender of the detained premises has remained uncomplied with for  
37 the period set forth in RCW 59.12.030(3) for tenants subject to this  
38 chapter. The written notice may be served at any time after the rent  
39 becomes due;

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

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

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

31 (e) The tenant continues in possession after the owner elects to  
32 sell a single-family residence and the landlord has provided at least  
33 90 days' advance written notice of the date the tenant's possession  
34 is to end. For the purposes of this subsection (2)(e), an owner  
35 "elects to sell" when the owner makes reasonable attempts to sell the  
36 dwelling within 30 days after the tenant has vacated, including, at a  
37 minimum, listing it for sale at a reasonable price with a realty  
38 agency or advertising it for sale at a reasonable price by listing it  
39 on the real estate multiple listing service. There shall be a

1 rebuttable presumption that the owner did not intend to sell the unit  
2 if:

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

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

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

15 (g) The tenant continues in possession after the owner elects to  
16 withdraw the premises to pursue a conversion pursuant to RCW  
17 64.34.440 or 64.90.655;

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

27 (i) The tenant continues in possession after an owner or lessor,  
28 with whom the tenant shares the dwelling unit or access to a common  
29 kitchen or bathroom area, has served at least 20 days' advance  
30 written notice to vacate prior to the end of the rental term or, if a  
31 periodic tenancy, the end of the rental period;

32 (j) The tenant continues in possession of a dwelling unit in  
33 transitional housing after having received at least 30 days' advance  
34 written notice to vacate in advance of the expiration of the  
35 transitional housing program, the tenant has aged out of the  
36 transitional housing program, or the tenant has completed an  
37 educational or training or service program and is no longer eligible  
38 to participate in the transitional housing program. Nothing in this  
39 subsection (2)(j) prohibits the ending of a tenancy in transitional  
40 housing for any of the other causes specified in this subsection;

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

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

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

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

39 (ii) Each written warning notice must:

40 (A) Specify the violation;

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

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

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

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

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

11 (B) Specify the reason for ending the lease and supporting facts;  
12 and

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

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

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

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

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

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

37 (3) When a tenant has permanently vacated due to voluntary or  
38 involuntary events, other than by the ending of the tenancy by the  
39 landlord, a landlord must serve a notice to any remaining occupants  
40 who had coresided with the tenant at least six months prior to and up



1 to the time the tenant permanently vacated, requiring the occupants  
2 to either apply to become a party to the rental agreement or vacate  
3 within 30 days of service of such notice. In processing any  
4 application from a remaining occupant under this subsection, the  
5 landlord may require the occupant to meet the same screening,  
6 background, and financial criteria as would any other prospective  
7 tenant to continue the tenancy. If the occupant fails to apply within  
8 30 days of receipt of the notice in this subsection, or the  
9 application is denied for failure to meet the criteria, the landlord  
10 may commence an unlawful detainer action under this chapter. If an  
11 occupant becomes a party to the tenancy pursuant to this subsection,  
12 a landlord may not end the tenancy except as provided under  
13 subsection (2) of this section. This subsection does not apply to  
14 tenants residing in subsidized housing.

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

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

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

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

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

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

38 (1) If at any time during the tenancy the tenant fails to carry  
39 out the duties required by RCW 59.18.130 or 59.18.140, the landlord

1 may, in addition to pursuit of remedies otherwise provided by law,  
2 give written notice to the tenant of said failure, which notice shall  
3 specify the nature of the failure.

4 (2) The landlord may not charge a late fee for rent that is paid  
5 within five days following its due date. If rent is more than five  
6 days past due, the landlord may charge late fees commencing from the  
7 first day after the due date until paid. Late fees charged to a  
8 tenant for nonpayment of rent may not exceed one and one-half percent  
9 of the tenant's monthly rent. Nothing in this subsection prohibits a  
10 landlord from serving a notice to pay or vacate at any time after the  
11 rent becomes due.

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

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

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

32 (b) Any agreement, whether oral or written, between a landlord  
33 and tenant, or their representatives, and entered into pursuant to an  
34 unlawful detainer action under this chapter that requires the tenant  
35 to pay any amount in violation of RCW 59.18.283 or the statutory  
36 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any  
37 rights of the tenant under RCW 59.18.410 or any other rights afforded  
38 under this chapter except as provided in RCW 59.18.360 is void and

1 unenforceable. A landlord may not threaten a tenant with eviction for  
2 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

4 (a) Agrees to waive or to forgo rights or remedies under this  
5 chapter; or

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

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

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

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

15 (f) Agrees to pay late fees in excess of one and one-half percent  
16 of the tenant's monthly rent or for rent that is paid within five  
17 days following its due date. If rent is more than five days past due,  
18 the landlord may charge late fees commencing from the first day after  
19 the due date until paid. Nothing in this subsection prohibits a  
20 landlord from serving a notice to pay or vacate at any time after the  
21 rent becomes due.

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

29 (4) The common law right of the landlord of distress for rent is  
30 hereby abolished for property covered by this chapter. Any provision  
31 in a rental agreement creating a lien upon the personal property of  
32 the tenant or authorizing a distress for rent is null and void and of  
33 no force and effect. Any landlord who takes or detains the personal  
34 property of a tenant without the specific written consent of the  
35 tenant to such incident of taking or detention, and who, after  
36 written demand by the tenant for the return of his or her personal  
37 property, refuses to return the same promptly shall be liable to the  
38 tenant for the value of the property retained, actual damages, and if  
39 the refusal is intentional, may also be liable for damages of up to  
40 \$500 per day but not to exceed \$5,000, for each day or part of a day

1 that the tenant is deprived of his or her property. The prevailing  
2 party may recover his or her costs of suit and a reasonable  
3 attorneys' fee.

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

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