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**HOUSE BILL 2460**

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**State of Washington**

**68th Legislature**

**2024 Regular Session**

**By** Representatives Connors, Barkis, and Hutchins

Read first time 01/23/24. Referred to Committee on Housing.

1 AN ACT Relating to evictions of residential tenants after a  
2 property owner elects to sell a unit or apartment in a common  
3 interest community; and amending RCW 59.18.650.

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

5 **Sec. 1.** RCW 59.18.650 and 2021 c 212 s 2 are each amended to  
6 read as follows:

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

11 (b) If a landlord and tenant enter into a rental agreement that  
12 provides for the tenancy to continue for an indefinite period on a  
13 month-to-month or periodic basis after the agreement expires, the  
14 landlord may not end the tenancy except for the causes enumerated in  
15 subsection (2) of this section; however, a landlord may end such a  
16 tenancy at the end of the initial period of the rental agreement  
17 without cause only if:

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

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

4 (c) If a landlord and tenant enter into a rental agreement for a  
5 specified period in which the tenancy by the terms of the rental  
6 agreement does not continue for an indefinite period on a month-to-  
7 month or periodic basis after the end of the specified period, the  
8 landlord may end such a tenancy without cause upon expiration of the  
9 specified period only if:

10 (i) At the inception of the tenancy, the landlord and tenant  
11 entered into a rental agreement of 12 months or more for a specified  
12 period, or the landlord and tenant have continuously and without  
13 interruption entered into successive rental agreements of six months  
14 or more for a specified period since the inception of the tenancy;

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

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

29 (d) For all other tenancies of a specified period not covered  
30 under (b) or (c) of this subsection, and for tenancies of an  
31 indefinite period on a month-to-month or periodic basis, a landlord  
32 may not end the tenancy except for the causes enumerated in  
33 subsection (2) of this section. Upon the end date of the tenancy of a  
34 specified period, the tenancy becomes a month-to-month tenancy.

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

38 (f) A tenant may end a tenancy for a specified time by providing  
39 notice in writing not less than 20 days prior to the ending date of  
40 the specified time.

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

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

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

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

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

1 (e) The tenant continues in possession after the owner elects to  
2 sell a single-family residence, a unit as that term is defined in RCW  
3 64.90.010 or 64.34.020, or an apartment as that term is defined in  
4 RCW 64.32.010, and the landlord has provided at least 90 days'  
5 advance written notice of the date the tenant's possession is to end.  
6 For the purposes of this subsection (2)(e), an owner "elects to sell"  
7 when the owner makes reasonable attempts to sell the ~~((dwelling))~~  
8 property within 30 days after the tenant has vacated, including, at a  
9 minimum, listing it for sale at a reasonable price with a realty  
10 agency or advertising it for sale at a reasonable price by listing it  
11 on the real estate multiple listing service. There shall be a  
12 rebuttable presumption that the owner did not intend to sell the  
13 ~~((unit))~~ property if:

14 (i) Within 30 days after the tenant has vacated, the owner does  
15 not list the ~~((single-family dwelling unit))~~ property for sale at a  
16 reasonable price with a realty agency or advertise it for sale at a  
17 reasonable price by listing it on the real estate multiple listing  
18 service; or

19 (ii) Within 90 days after the date the tenant vacated or the date  
20 the property was listed for sale, whichever is later, the owner  
21 withdraws the ~~((rental unit))~~ property from the market, the landlord  
22 rents the ~~((unit))~~ property to someone other than the former tenant,  
23 or the landlord otherwise indicates that the owner does not intend to  
24 sell the ~~((unit))~~ property;

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

28 (g) The tenant continues in possession after the owner elects to  
29 withdraw the premises to pursue a conversion pursuant to RCW  
30 64.34.440 or 64.90.655;

31 (h) The tenant continues in possession, after the landlord has  
32 provided at least 30 days' advance written notice to vacate that: (i)  
33 The premises has been certified or condemned as uninhabitable by a  
34 local agency charged with the authority to issue such an order; and  
35 (ii) continued habitation of the premises would subject the landlord  
36 to civil or criminal penalties. However, if the terms of the local  
37 agency's order do not allow the landlord to provide at least 30 days'  
38 advance written notice, the landlord must provide as much advance  
39 written notice as is possible and still comply with the order;

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

6 (j) The tenant continues in possession of a dwelling unit in  
7 transitional housing after having received at least 30 days' advance  
8 written notice to vacate in advance of the expiration of the  
9 transitional housing program, the tenant has aged out of the  
10 transitional housing program, or the tenant has completed an  
11 educational or training or service program and is no longer eligible  
12 to participate in the transitional housing program. Nothing in this  
13 subsection (2)(j) prohibits the ending of a tenancy in transitional  
14 housing for any of the other causes specified in this subsection;

15 (k) The tenant continues in possession of a dwelling unit after  
16 the expiration of a rental agreement without signing a proposed new  
17 rental agreement proffered by the landlord; provided, that the  
18 landlord proffered the proposed new rental agreement at least 30 days  
19 prior to the expiration of the current rental agreement and that any  
20 new terms and conditions of the proposed new rental agreement are  
21 reasonable. This subsection (2)(k) does not apply to tenants whose  
22 tenancies are or have become periodic;

23 (l) The tenant continues in possession after having received at  
24 least 30 days' advance written notice to vacate due to intentional,  
25 knowing, and material misrepresentations or omissions made on the  
26 tenant's application at the inception of the tenancy that, had these  
27 misrepresentations or omissions not been made, would have resulted in  
28 the landlord requesting additional information or taking an adverse  
29 action;

30 (m) The tenant continues in possession after having received at  
31 least 60 days' advance written notice to vacate for other good cause  
32 prior to the end of the period or rental agreement and such cause  
33 constitutes a legitimate economic or business reason not covered or  
34 related to a basis for ending the lease as enumerated under this  
35 subsection (2). When the landlord relies on this basis for ending the  
36 tenancy, the court may stay any writ of restitution for up to 60  
37 additional days for good cause shown, including difficulty procuring  
38 alternative housing. The court must condition such a stay upon the  
39 tenant's continued payment of rent during the stay period. Upon

1 granting such a stay, the court must award court costs and fees as  
2 allowed under this chapter;

3 (n) (i) The tenant continues in possession after having received  
4 at least 60 days' written notice to vacate prior to the end of the  
5 period or rental agreement and the tenant has committed four or more  
6 of the following violations, other than ones for monetary damages,  
7 within the preceding 12-month period, the tenant has remedied or  
8 cured the violation, and the landlord has provided the tenant a  
9 written warning notice at the time of each violation: A substantial  
10 breach of a material program requirement of subsidized housing, a  
11 substantial breach of a material term subscribed to by the tenant  
12 within the lease or rental agreement, or a substantial breach of a  
13 tenant obligation imposed by law;

14 (ii) Each written warning notice must:

15 (A) Specify the violation;

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

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

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

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

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

26 (B) Specify the reason for ending the lease and supporting facts;  
27 and

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

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

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

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

38 (o) The tenant continues in possession after having received at  
39 least 60 days' advance written notice to vacate prior to the end of  
40 the rental period or rental agreement if the tenant is required to

1 register as a sex offender during the tenancy, or failed to disclose  
2 a requirement to register as a sex offender when required in the  
3 rental application or otherwise known to the property owner at the  
4 beginning of the tenancy;

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

12 (3) When a tenant has permanently vacated due to voluntary or  
13 involuntary events, other than by the ending of the tenancy by the  
14 landlord, a landlord must serve a notice to any remaining occupants  
15 who had coresided with the tenant at least six months prior to and up  
16 to the time the tenant permanently vacated, requiring the occupants  
17 to either apply to become a party to the rental agreement or vacate  
18 within 30 days of service of such notice. In processing any  
19 application from a remaining occupant under this subsection, the  
20 landlord may require the occupant to meet the same screening,  
21 background, and financial criteria as would any other prospective  
22 tenant to continue the tenancy. If the occupant fails to apply within  
23 30 days of receipt of the notice in this subsection, or the  
24 application is denied for failure to meet the criteria, the landlord  
25 may commence an unlawful detainer action under this chapter. If an  
26 occupant becomes a party to the tenancy pursuant to this subsection,  
27 a landlord may not end the tenancy except as provided under  
28 subsection (2) of this section. This subsection does not apply to  
29 tenants residing in subsidized housing.

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

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

1           (6) All written notices required under subsection (2) of this  
2 section must:  
3           (a) Be served in a manner consistent with RCW 59.12.040; and  
4           (b) Identify the facts and circumstances known and available to  
5 the landlord at the time of the issuance of the notice that support  
6 the cause or causes with enough specificity so as to enable the  
7 tenant to respond and prepare a defense to any incidents alleged. The  
8 landlord may present additional facts and circumstances regarding the  
9 allegations within the notice if such evidence was unknown or  
10 unavailable at the time of the issuance of the notice.

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