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**SENATE BILL 6321**

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**State of Washington**

**68th Legislature**

**2024 Regular Session**

**By** Senators Cleveland and Braun

Read first time 03/07/24. Referred to Committee on Housing.

1 AN ACT Relating to improving housing stability for tenants  
2 subject to the residential landlord-tenant act and the manufactured/  
3 mobile home landlord-tenant act by limiting late fees, requiring  
4 additional notice of rent increases, limiting nonrefundable fees and  
5 deposits, extending requirements for payment plans, and creating a  
6 study of rental assistance; amending RCW 59.18.140, 59.18.170,  
7 59.18.410, 59.18.270, 59.18.285, 59.18.610, 59.20.090, 59.20.170,  
8 59.20.060, and 59.20.030; adding a new section to chapter 35.21 RCW;  
9 adding a new section to chapter 36.01 RCW; adding a new section to  
10 chapter 43.185A RCW; prescribing penalties; and providing an  
11 expiration date.

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

13 **Sec. 1.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to  
14 read as follows:

15 (1) The tenant shall conform to all reasonable obligations or  
16 restrictions, whether denominated by the landlord as rules, rental  
17 agreement, rent, or otherwise, concerning the use, occupation, and  
18 maintenance of his or her dwelling unit, appurtenances thereto, and  
19 the property of which the dwelling unit is a part if such obligations  
20 and restrictions are not in violation of any of the terms of this  
21 chapter and are not otherwise contrary to law, and if such

1 obligations and restrictions are brought to the attention of the  
2 tenant at the time of his or her initial occupancy of the dwelling  
3 unit and thus become part of the rental agreement.

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

9 (3) (a) Except as provided in (b) and (c) of this subsection, a  
10 landlord shall provide a minimum of (~~(sixty)~~) 90 days' prior written  
11 notice of an increase in the amount of rent to each affected tenant,  
12 and any increase in the amount of rent may not become effective prior  
13 to the completion of the term of the rental agreement.

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

21 (c) If a landlord intends to increase the rent and fees combined  
22 in an amount of five percent or more, the landlord must provide  
23 written notice to each affected tenant a minimum of 120 days before  
24 the effective date of the increase, except if the tenancy is subject  
25 to restrictions in subsection (4) of this section.

26 (d) If a landlord intends to increase the rent and fees combined  
27 in an amount of 10 percent or more, the landlord must provide written  
28 notice to each affected tenant a minimum of 180 days before the  
29 effective date of the increase, except if the tenancy is subject to  
30 restrictions in subsection (4) of this section.

31 (4) Subsection (2) of this section does not apply if:

32 (a) A tenancy is in a dwelling unit owned by a:

33 (i) Public housing authority;

34 (ii) Public development authority; or

35 (iii) Nonprofit organization, where maximum rents are regulated  
36 by other laws or local, state, or federal affordable housing program  
37 requirements; or

38 (b) The tenancy is in a qualified low-income housing development  
39 as defined in RCW 82.45.010, where the property is owned by any of

1 the organizations described in (a)(i) through (iii) of this  
2 subsection.

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

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

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

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

29 **Sec. 3.** RCW 59.18.410 and 2023 c 336 s 2 are each amended to  
30 read as follows:

31 (1) If at trial the verdict of the jury or, if the case is tried  
32 without a jury, the finding of the court is in favor of the landlord  
33 and against the tenant, judgment shall be entered for the restitution  
34 of the premises; and if the proceeding is for unlawful detainer after  
35 neglect or failure to perform any condition or covenant of a lease or  
36 agreement under which the property is held, or after default in the  
37 payment of rent, the judgment shall also declare the forfeiture of  
38 the lease, agreement, or tenancy. The jury, or the court, if the

1 proceedings are tried without a jury, shall also assess the damages  
2 arising out of the tenancy occasioned to the landlord by any forcible  
3 entry, or by any forcible or unlawful detainer, alleged in the  
4 complaint and proved at trial, and, if the alleged unlawful detainer  
5 is based on default in the payment of rent, find the amount of any  
6 rent due, and the judgment shall be rendered against the tenant  
7 liable for the forcible entry, forcible detainer, or unlawful  
8 detainer for the amount of damages thus assessed, for the rent, if  
9 any, found due, and late fees if such fees are due under the lease  
10 and do not exceed (~~(\$75 in total)~~) those permitted under RCW  
11 59.18.170. The court may award statutory costs. The court may also  
12 award reasonable attorneys' fees as provided in RCW 59.18.290.

13 (2) When the tenant is liable for unlawful detainer after a  
14 default in the payment of rent, execution upon the judgment shall not  
15 occur until the expiration of five court days after the entry of the  
16 judgment. Before entry of a judgment or until five court days have  
17 expired after entry of the judgment, unless the tenant provides a  
18 pledge of financial assistance letter from a government or nonprofit  
19 entity, in which case the tenant has until the date of eviction, the  
20 tenant or any subtenant, or any mortgagee of the term, or other party  
21 interested in the continuance of the tenancy, may pay into court or  
22 to the landlord the amount of the rent due, any court costs incurred  
23 at the time of payment, late fees if such fees are due under the  
24 lease and do not exceed (~~(\$75 in total)~~) those permitted under RCW  
25 59.18.170, and attorneys' fees if awarded, in which event any  
26 judgment entered shall be satisfied and the tenant restored to his or  
27 her tenancy. If the tenant seeks to restore his or her tenancy after  
28 entry of a judgment, the tenant may tender the amount stated within  
29 the judgment as long as that amount does not exceed the amount  
30 authorized under subsection (1) of this section. If a tenant seeks to  
31 restore his or her tenancy and pay the amount set forth in this  
32 subsection with funds acquired through an emergency rental assistance  
33 program provided by a governmental or nonprofit entity, the tenant  
34 shall provide a copy of the pledge of emergency rental assistance  
35 provided from the appropriate governmental or nonprofit entity and  
36 have an opportunity to exercise such rights under this subsection,  
37 which may include a stay of judgment and provision by the landlord of  
38 documentation necessary for processing the assistance. The landlord  
39 shall accept any pledge of emergency rental assistance funds provided  
40 to the tenant from a governmental or nonprofit entity before the

1 expiration of any pay or vacate notice for nonpayment of rent for the  
2 full amount of the rent owing under the rental agreement. The  
3 landlord shall accept any written pledge of emergency rental  
4 assistance funds provided to the tenant from a governmental or  
5 nonprofit entity after the expiration of the pay or vacate notice if  
6 the pledge will contribute to the total payment of both the amount of  
7 rent due, including any current rent, and other amounts if required  
8 under this subsection. The landlord shall suspend any court action  
9 for 14 court days after providing necessary payment information to  
10 the nonprofit or governmental entity to allow for payment of the  
11 emergency rental assistance funds. By accepting such pledge of  
12 emergency rental assistance, the landlord is not required to enter  
13 into any additional conditions not related to the provision of  
14 necessary payment information and documentation. If a judgment has  
15 been satisfied, the landlord shall file a satisfaction of judgment  
16 with the court. A tenant seeking to exercise rights under this  
17 subsection shall pay an additional \$50 for each time the tenant was  
18 reinstated after judgment pursuant to this subsection within the  
19 previous 12 months prior to payment. If payment of the amount  
20 specified in this subsection is not made within five court days after  
21 the entry of the judgment, the judgment may be enforced for its full  
22 amount and for the possession of the premises.

23 (3) (a) Following the entry of a judgment in favor of the landlord  
24 and against the tenant for the restitution of the premises and  
25 forfeiture of the tenancy due to nonpayment of rent, the court, at  
26 the time of the show cause hearing or trial, or upon subsequent  
27 motion of the tenant but before the execution of the writ of  
28 restitution, may stay the writ of restitution upon good cause and on  
29 such terms that the court deems fair and just for both parties. In  
30 making this decision, the court shall consider evidence of the  
31 following factors:

32 (i) The tenant's willful or intentional default or intentional  
33 failure to pay rent;

34 (ii) Whether nonpayment of the rent was caused by exigent  
35 circumstances that were beyond the tenant's control and that are not  
36 likely to recur;

37 (iii) The tenant's ability to timely pay the judgment;

38 (iv) The tenant's payment history;

39 (v) Whether the tenant is otherwise in substantial compliance  
40 with the rental agreement;

1 (vi) Hardship on the tenant if evicted; and

2 (vii) Conduct related to other notices served within the last six  
3 months.

4 (b) The burden of proof for such relief under this subsection (3)  
5 shall be on the tenant. If the tenant seeks relief pursuant to this  
6 subsection (3) at the time of the show cause hearing, the court shall  
7 hear the matter at the time of the show cause hearing or as  
8 expeditiously as possible so as to avoid unnecessary delay or  
9 hardship on the parties.

10 (c) In any order issued pursuant to this subsection (3):

11 (i) The court shall not stay the writ of restitution more than 90  
12 days from the date of order, but may order repayment of the judgment  
13 balance within such time. If the payment plan is to exceed 30 days,  
14 the total cumulative payments for each 30-day period following the  
15 order shall be no less than one month of the tenant's share of the  
16 rent, and the total amount of the judgment and all additional rent  
17 that is due shall be paid within 90 days.

18 (ii) Within any payment plan ordered by the court, the court  
19 shall require the tenant to pay to the landlord or to the court one  
20 month's rent within five court days of issuance of the order. If the  
21 date of the order is on or before the 15th of the month, the tenant  
22 shall remain current with ongoing rental payments as they become due  
23 for the duration of the payment plan; if the date of the order is  
24 after the 15th of the month, the tenant shall have the option to  
25 apportion the following month's rental payment within the payment  
26 plan, but monthly rental payments thereafter shall be paid according  
27 to the rental agreement.

28 (iii) The sheriff may serve the writ of restitution upon the  
29 tenant before the expiration of the five court days of issuance of  
30 the order; however, the sheriff shall not execute the writ of  
31 restitution until after expiration of the five court days in order  
32 for payment to be made of one month's rent as required by (c)(ii) of  
33 this subsection. In the event payment is made as provided in (c)(ii)  
34 of this subsection for one month's rent, the court shall stay the  
35 writ of restitution ex parte without prior notice to the landlord  
36 upon the tenant filing and presenting a motion to stay with a  
37 declaration of proof of payment demonstrating full compliance with  
38 the required payment of one month's rent. Any order staying the writ  
39 of restitution under this subsection (3)(c)(iii) shall require the  
40 tenant to serve a copy of the order on the landlord by personal

1 delivery, first-class mail, facsimile, or email if agreed to by the  
2 parties.

3 (A) If the tenant has satisfied (c)(ii) of this subsection by  
4 paying one month's rent within five court days, but defaults on a  
5 subsequent payment required by the court pursuant to this subsection  
6 (3)(c), the landlord may enforce the writ of restitution after  
7 serving a notice of default in accordance with RCW 59.12.040  
8 informing the tenant that he or she has defaulted on rent due under  
9 the lease agreement or payment plan entered by the court. Upon  
10 service of the notice of default, the tenant shall have three  
11 calendar days from the date of service to vacate the premises before  
12 the sheriff may execute the writ of restitution.

13 (B) If the landlord serves the notice of default described under  
14 this subsection (3)(c)(iii), an additional day is not included in  
15 calculating the time before the sheriff may execute the writ of  
16 restitution. The notice of default must be in substantially the  
17 following form:

18 NOTICE OF DEFAULT FOR RENT AND/OR PAYMENT PLAN ORDERED BY COURT

19 NAME(S)  
20 ADDRESS  
21 CITY, STATE, ZIP

22 THIS IS NOTICE THAT YOU ARE IN DEFAULT OF YOUR RENT AND/OR  
23 PAYMENT PLAN ORDERED BY THE COURT. YOUR LANDLORD HAS RECEIVED THE  
24 FOLLOWING PAYMENTS:

25 DATE  
26 AMOUNT  
27 DATE  
28 AMOUNT  
29 DATE  
30 AMOUNT

31 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE  
32 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL  
33 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR  
34 PAYMENT PLAN IN THE AMOUNT OF \$. . . . .

35 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL  
36 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY  
37 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT  
38 YOU ARE RENTING.

1 DATE  
2 SIGNATURE  
3 LANDLORD/AGENT  
4 NAME  
5 ADDRESS  
6 PHONE

7 (iv) If a tenant seeks to satisfy a condition of this subsection  
8 (3)(c) by relying on an emergency rental assistance program provided  
9 by a government or nonprofit entity and provides an offer of proof,  
10 the court shall stay the writ of restitution as necessary to afford  
11 the tenant an equal opportunity to comply.

12 (v) The court shall extend the writ of restitution as necessary  
13 to enforce the order issued pursuant to this subsection (3)(c) in the  
14 event of default.

15 (d) A tenant who has been served with three or more notices to  
16 pay or vacate for failure to pay rent as set forth in RCW 59.12.040  
17 within twelve months prior to the notice to pay or vacate upon which  
18 the proceeding is based may not seek relief under this subsection  
19 (3), unless the court determines any of the notices served were  
20 invalid or did not otherwise comply with the requirements of this  
21 chapter.

22 (e)(i) In any application seeking relief pursuant to this  
23 subsection (3) by either the tenant or landlord, the court shall  
24 issue a finding as to whether the tenant is low-income, limited  
25 resourced, or experiencing hardship to determine if the parties would  
26 be eligible for disbursement through the landlord mitigation program  
27 account established within RCW 43.31.605(1)(b). In making this  
28 finding, the court may include an inquiry regarding the tenant's  
29 income relative to area median income, household composition, any  
30 extenuating circumstances, or other factors, and may rely on written  
31 declarations or oral testimony by the parties at the hearing.

32 (ii) After a finding that the tenant is low-income, limited  
33 resourced, or experiencing hardship, the court may issue an order:  
34 (A) Finding that the landlord is eligible to receive on behalf of the  
35 tenant and may apply for reimbursement from the landlord mitigation  
36 program; and (B) directing the clerk to remit, without further order  
37 of the court, any future payments made by the tenant in order to  
38 reimburse the department of commerce pursuant to RCW  
39 43.31.605(1)(b)(iii). In accordance with RCW 43.31.605(1)(b), such an



1 order must be accompanied by a copy of the order staying the writ of  
2 restitution. Nothing in this subsection (3)(e) shall be deemed to  
3 obligate the department of commerce to provide assistance in claim  
4 reimbursement through the landlord mitigation program if there are  
5 not sufficient funds.

6 (iii) If the department of commerce fails to disburse payment to  
7 the landlord for the judgment pursuant to this subsection (3)(e)  
8 within 30 days from submission of the application, the landlord may  
9 renew an application for a writ of restitution pursuant to RCW  
10 59.18.370 and for other rent owed by the tenant since the time of  
11 entry of the prior judgment. In such event, the tenant may exercise  
12 rights afforded under this section.

13 (iv) Upon payment by the department of commerce to the landlord  
14 for the remaining or total amount of the judgment, as applicable, the  
15 judgment is satisfied and the landlord shall file a satisfaction of  
16 judgment with the court.

17 (v) Nothing in this subsection (3)(e) prohibits the landlord from  
18 otherwise applying for reimbursement for an unpaid judgment pursuant  
19 to RCW 43.31.605(1)(b) after the tenant defaults on a payment plan  
20 ordered pursuant to (c) of this subsection.

21 (vi) If a tenant demonstrates an ability to pay in order to  
22 reinstate the tenancy by means of disbursement through the landlord  
23 mitigation program account established within RCW 43.31.605(1)(b):

24 (A) Any restrictions imposed under (d) of this subsection do not  
25 apply in determining if a tenant is eligible for reinstatement under  
26 this subsection (3); and

27 (B) Reimbursement on behalf of the tenant to the landlord under  
28 RCW 43.31.605(1)(b) may include up to three months of prospective  
29 rent to stabilize the tenancy as determined by the court.

30 (4) If a tenant seeks to stay a writ of restitution issued  
31 pursuant to this chapter, the court may issue an ex parte stay of the  
32 writ of restitution provided the tenant or tenant's attorney submits  
33 a declaration indicating good faith efforts were made to notify the  
34 other party or, if no efforts were made, why notice could not be  
35 provided prior to the application for an ex parte stay, and  
36 describing the immediate or irreparable harm that may result if an  
37 immediate stay is not granted. The court shall require service of the  
38 order and motion to stay the writ of restitution by personal  
39 delivery, mail, facsimile, or other means most likely to afford all  
40 parties notice of the court date.

1 (5) In all other cases the judgment may be enforced immediately.  
2 If a writ of restitution shall have been executed prior to judgment  
3 no further writ or execution for the premises shall be required.

4 (6) This section also applies if the writ of restitution is  
5 issued pursuant to a final judgment entered after a show cause  
6 hearing conducted in accordance with RCW 59.18.380.

7 **Sec. 4.** RCW 59.18.270 and 2011 c 132 s 14 are each amended to  
8 read as follows:

9 (1) A landlord shall not charge a tenant a security deposit  
10 exceeding two month's rent, except as provided in subsection (4) of  
11 this section. Where a landlord charges last month's rent at the  
12 inception of the tenancy, a landlord may not charge a security  
13 deposit greater than one month's rent.

14 (2) All moneys paid to the landlord by the tenant as a deposit as  
15 security for performance of the tenant's obligations in a lease or  
16 rental agreement or for accepting a tenant's pet shall promptly be  
17 deposited by the landlord in a trust account, maintained by the  
18 landlord for the purpose of holding such security deposits for  
19 tenants of the landlord, in a financial institution as defined by RCW  
20 ((30.22.041)) 30A.22.041 or licensed escrow agent located in  
21 Washington. Unless otherwise agreed in writing, the landlord shall be  
22 entitled to receipt of interest paid on such trust account deposits.  
23 The landlord shall provide the tenant with a written receipt for the  
24 deposit and shall provide written notice of the name and address and  
25 location of the depository and any subsequent change thereof. If  
26 during a tenancy the status of landlord is transferred to another,  
27 any sums in the deposit trust account affected by such transfer shall  
28 simultaneously be transferred to an equivalent trust account of the  
29 successor landlord, and the successor landlord shall promptly notify  
30 the tenant of the transfer and of the name, address, and location of  
31 the new depository. If, during the tenancy, the tenant's dwelling  
32 unit is foreclosed upon and the tenant's deposit is not transferred  
33 to the successor after the foreclosure sale or other transfer of the  
34 property from the foreclosed-upon owner to a successor, the  
35 foreclosed-upon owner shall promptly refund the full deposit to the  
36 tenant immediately after the foreclosure sale or transfer. If the  
37 foreclosed-upon owner does not either immediately refund the full  
38 deposit to the tenant or transfer the deposit to the successor, the  
39 foreclosed-upon owner is liable to the tenant for damages up to two

1 times the amount of the deposit. In any action brought by the tenant  
2 to recover the deposit, the prevailing party is entitled to recover  
3 the costs of suit or arbitration, including reasonable attorneys'  
4 fees. The tenant's claim to any moneys paid under this section shall  
5 be prior to that of any creditor of the landlord, including a trustee  
6 in bankruptcy or receiver, even if such moneys are commingled.

7 (3) Subsection (1) of this section does not apply if the rental  
8 agreement governs a subsidized tenancy where the amount of rent is  
9 based on, in whole or in part, a percentage of the income of the  
10 tenant or other circumstance specific to the subsidized household.  
11 However, for the purpose of this section, a subsidized tenancy does  
12 not include tenancies where some or all of the rent paid to the  
13 landlord comes from a portable tenant-based voucher or similar  
14 portable assistance administered through a housing authority or other  
15 state or local agency, or tenancies in other types of affordable  
16 housing where the maximum unit rents are limited by area median  
17 income levels and a tenant's base rent does not change as the  
18 tenant's income does.

19 (4) A landlord shall not charge a tenant without any rental  
20 history a security deposit exceeding one month's rent. A tenant is  
21 considered to be without any rental history if the tenant screening  
22 provided by RCW 59.18.257 does not provide any verifiable rental  
23 history.

24 (5) A landlord may charge a tenant a deposit in addition to the  
25 deposit identified in this section as a condition of accepting a  
26 tenant's pet. The deposit to accept a pet may not exceed \$300 from a  
27 prospective or current tenant, and if a deposit to accept a pet is  
28 required, the deposit shall be collected, maintained, and refunded in  
29 accordance with the provisions set forth under this section and RCW  
30 59.18.280.

31 (6) A landlord shall not charge a tenant a deposit to accept a  
32 pet, where the pet meets the definition of a service animal under RCW  
33 49.60.040, or is required based on a qualifying request under RCW  
34 49.60.222.

35 **Sec. 5.** RCW 59.18.285 and 2011 c 132 s 15 are each amended to  
36 read as follows:

37 (1) A landlord shall not charge a tenant any nonrefundable fee at  
38 the inception of the tenancy, except as provided in this section.

39 (2) A landlord may charge a tenant fee pursuant to RCW 59.18.253.

1       (3) A landlord may charge a tenant fee pursuant to RCW 59.18.257.

2       (4) No moneys paid to the landlord which are nonrefundable may be  
3 designated as a deposit or as part of any deposit. If any moneys are  
4 paid to the landlord as a nonrefundable fee, the rental agreement  
5 shall be in writing and shall clearly specify that the fee is  
6 nonrefundable. If the landlord fails to provide a written rental  
7 agreement, the landlord is liable to the tenant for the amount of any  
8 fees collected as nonrefundable fees. If the written rental agreement  
9 fails to specify that the fee is nonrefundable, the fee must be  
10 treated as a refundable deposit under RCW 59.18.260, 59.18.270, and  
11 59.18.280.

12       **Sec. 6.** RCW 59.18.610 and 2020 c 169 s 1 are each amended to  
13 read as follows:

14       (1) (a) Except as provided in (b) of this subsection, upon receipt  
15 of a tenant's written request, a landlord must permit the tenant to  
16 pay any deposits, nonrefundable fees, and last month's rent in  
17 installments.

18       (b) A landlord is not required to permit a tenant to pay in  
19 installments if the total amount of the deposits (~~(and nonrefundable~~  
20 ~~fees))~~) do not exceed (~~(twenty-five)~~) 25 percent of the first full  
21 month's rent and payment of the last month's rent is not required at  
22 the inception of the tenancy.

23       (2) In all cases where premises are rented for a specified time  
24 that is (~~(three)~~) six months or longer, the tenant may elect to pay  
25 any deposits, nonrefundable fees, and last month's rent in three  
26 consecutive and equal monthly installments, beginning at the  
27 inception of the tenancy. In all other cases, the tenant may elect to  
28 pay any deposits, nonrefundable fees, and last month's rent in two  
29 consecutive and equal monthly installments, beginning at the  
30 inception of the tenancy.

31       (3) A landlord may not impose any fee, charge any interest, or  
32 otherwise impose a cost on a tenant because a tenant elects to pay in  
33 installments. Installment payments are due at the same time as rent  
34 is due. All installment schedules must be in writing and signed by  
35 the landlord and the tenant.

36       (4) (a) A fee or deposit to hold a dwelling unit or secure that  
37 the prospective tenant will move into a dwelling unit, as authorized  
38 under RCW 59.18.253, shall not be considered a deposit or  
39 nonrefundable fee for purposes of this section.

1 (b) A fee charged to the prospective tenant, authorized by RCW  
2 59.18.257, shall not be considered a deposit or nonrefundable fee for  
3 the purpose of this section.

4 (c) A landlord may not request a fee or deposit to hold a  
5 dwelling unit or secure that the prospective tenant will move into a  
6 dwelling unit in excess of (~~twenty-five~~) 25 percent of (~~the~~  
7 ~~first~~) one month's rent.

8 (5) (~~Beginning January 1, 2021, any~~) Any landlord who refuses  
9 to permit a tenant to pay any deposits, nonrefundable fees, and last  
10 month's rent in installments upon the tenant's written request as  
11 described in subsection (1) of this section is subject to a statutory  
12 penalty of one month's rent and reasonable attorneys' fees payable to  
13 the tenant.

14 (6) (a) In any application seeking relief pursuant RCW  
15 59.18.283(3), the court shall issue a finding as to whether the  
16 tenant is low-income, limited resourced, or experiencing hardship to  
17 determine if the landlord would be eligible for reimbursement through  
18 the landlord mitigation program account established within RCW  
19 43.31.605(1) (~~(e)~~) (b). In making this finding, the court may  
20 include an inquiry regarding the tenant's income relative to area  
21 median income, household composition, any extenuating circumstances,  
22 or other factors, and may rely on written declarations or oral  
23 testimony by the parties at the hearing.

24 (b) After a finding that the tenant is low-income, limited  
25 resourced, or experiencing hardship, the court may issue an order:  
26 (i) Finding that the landlord is eligible to receive on behalf of the  
27 tenant and may apply for reimbursement from the landlord mitigation  
28 program; and (ii) directing the clerk to remit, without further order  
29 of the court, any future payments made by the tenant in order to  
30 reimburse the department of commerce pursuant to RCW 43.31.605(1)  
31 (~~(e)~~) (b)(iii). Nothing in this subsection shall be deemed to  
32 obligate the department of commerce to provide assistance in claim  
33 reimbursement through the landlord mitigation program if there are  
34 not sufficient funds.

35 (c) Upon payment by the department of commerce to the landlord  
36 for the remaining or total amount of the judgment, as applicable, the  
37 judgment is satisfied and the landlord shall file a satisfaction of  
38 judgment with the court.

1       **Sec. 7.** RCW 59.20.090 and 2019 c 23 s 5 are each amended to read  
2 as follows:

3       (1) Unless otherwise agreed rental agreements shall be for a term  
4 of one year. Any rental agreement of whatever duration shall be  
5 automatically renewed for the term of the original rental agreement,  
6 unless a different specified term is agreed upon.

7       (2) ~~((A))~~ (a) Except as provided in (b) of this subsection, a  
8 landlord seeking to increase the rent upon expiration of the term of  
9 a rental agreement of any duration shall notify the tenant in writing  
10 three months prior to the effective date of any increase in rent.

11       (b) If a landlord intends to increase the rent and fees combined  
12 in an amount of five percent or more, the landlord must provide  
13 written notice to each affected tenant a minimum of 120 days before  
14 the effective date of the increase. This subsection (2)(b) does not  
15 apply to any tenancy in a manufactured/mobile home lot that qualifies  
16 for an exemption under RCW 59.20.170.

17       (3) ~~((A))~~ Except as provided in subsection (4) of this section, a  
18 tenant shall notify the landlord in writing one month prior to the  
19 expiration of a rental agreement of an intention not to renew.

20       (4)(a) The tenant may terminate the rental agreement upon  
21 ~~((thirty))~~ 30 days written notice whenever a change in the location  
22 of the tenant's employment requires a change in his or her residence,  
23 and shall not be liable for rental following such termination unless  
24 after due diligence and reasonable effort the landlord is not able to  
25 rent the mobile home lot at a fair rental. If the landlord is not  
26 able to rent the lot, the tenant shall remain liable for the rental  
27 specified in the rental agreement until the lot is rented or the  
28 original term 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 30 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))~~ 35 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)~~) 35 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)~~) 35 miles or more from the location of the rental  
13 premises, provided such orders are for a period not less than  
14 (~~(ninety)~~) 90 days; or

15 (vi) The service member has leased the property, but prior to  
16 taking possession of the rental premises, receives change of station  
17 orders to an area that is (~~(thirty-five)~~) 35 miles or more from the  
18 location of the rental premises.

19 (5) Subsection (1) of this section does not apply if:

20 (a) A tenancy in a manufactured/mobile home is owned by a:

21 (i) Public housing authority;

22 (ii) Public development authority; or

23 (iii) Nonprofit organization, where maximum rents are regulated  
24 by other laws or local, state, or federal affordable housing program  
25 requirements; or

26 (b) The tenancy is in a qualified low-income housing development  
27 as defined in RCW 82.45.010, where the property is owned by any of  
28 the organizations described in (a)(i) through (iii) of this  
29 subsection.

30 **Sec. 8.** RCW 59.20.170 and 2004 c 136 s 2 are each amended to  
31 read as follows:

32 (1) A landlord shall not charge a tenant a security deposit  
33 exceeding two month's rent, except as provided in subsection (4) of  
34 this section. Where a landlord charges last month's rent at the  
35 inception of the tenancy, a landlord may not charge a security  
36 deposit greater than one month's rent.

37 (2) All moneys paid to the landlord by the tenant as a deposit as  
38 security for performance of the tenant's obligations in a rental  
39 agreement shall promptly be deposited by the landlord in a trust

1 account, maintained by the landlord for the purpose of holding such  
2 security deposits for tenants of the landlord, in a financial  
3 institution as defined by RCW (~~(30.22.041)~~) 30A.22.041 or licensed  
4 escrow agent located in Washington. (~~Except as provided in~~  
5 ~~subsection (2) of this section, unless~~) Unless otherwise agreed in  
6 writing, the landlord shall be entitled to receipt of interest paid  
7 on such trust account deposits. The landlord shall provide the tenant  
8 with a written receipt for the deposit and shall provide written  
9 notice of the name and address and location of the depository and any  
10 subsequent change thereof. If during a tenancy the status of landlord  
11 is transferred to another, any sums in the deposit trust account  
12 affected by such transfer shall simultaneously be transferred to an  
13 equivalent trust account of the successor landlord, and the successor  
14 landlord shall promptly notify the tenant of the transfer and of the  
15 name, address and location of the new depository. The tenant's claim  
16 to any moneys paid under this section shall be prior to that of any  
17 creditor of the landlord, including a trustee in bankruptcy or  
18 receiver, even if such moneys are commingled.

19 (~~(2) All moneys paid, in excess of two months' rent on the~~  
20 ~~mobile home lot, to the landlord by the tenant as a deposit as~~  
21 ~~security for performance of the tenant's obligations in a rental~~  
22 ~~agreement shall be deposited into an interest-bearing trust account~~  
23 ~~for the particular tenant. The interest accruing on the deposit in~~  
24 ~~the account, minus fees charged to administer the account, shall be~~  
25 ~~paid to the tenant on an annual basis. All other provisions of~~  
26 ~~subsection (1) of this section shall apply to deposits under this~~  
27 ~~subsection.~~)

28 (3) Subsection (1) of this section does not apply if the rental  
29 agreement governs a subsidized tenancy where the amount of rent is  
30 based on, in whole or in part, a percentage of the income of the  
31 tenant or other circumstances specific to the subsidized household.  
32 However, for the purposes of this section, a subsidized tenancy does  
33 not include tenancies where some or all of the rent paid to the  
34 landlord comes from a portable tenant-based voucher or similar  
35 portable assistance administered through a housing authority or other  
36 state or local agency, or tenancies in other types of affordable  
37 housing where the maximum rents are limited by area median income  
38 levels and a tenant's rent does not change as the tenant's income  
39 does.



1       (4) A landlord shall not charge a tenant without any rental  
2 history a security deposit exceeding one month's rent. A tenant is  
3 considered to be without any rental history if the tenant screening  
4 provided by RCW 59.18.257 does not provide any verifiable rental  
5 history.

6       **Sec. 9.** RCW 59.20.060 and 2023 c 40 s 3 are each amended to read  
7 as follows:

8       (1) Any mobile home space tenancy regardless of the term, shall  
9 be based upon a written rental agreement, signed by the parties,  
10 which shall contain:

11       (a) The terms for the payment of rent, including time and place,  
12 and any additional charges to be paid by the tenant. Additional  
13 charges that occur less frequently than monthly shall be itemized in  
14 a billing to the tenant;

15       (b) Reasonable rules for guest parking which shall be clearly  
16 stated;

17       (c) The rules and regulations of the park;

18       (d) The name and address of the person who is the landlord, and  
19 if such person does not reside in the state there shall also be  
20 designated by name and address a person who resides in the county  
21 where the mobile home park is located who is authorized to act as  
22 agent for the purposes of service of notices and process. If no  
23 designation is made of a person to act as agent, then the person to  
24 whom rental payments are to be made shall be considered the agent;

25       (e) The name and address of any party who has a secured interest  
26 in the mobile home, manufactured home, or park model;

27       (f) A forwarding address of the tenant or the name and address of  
28 a person who would likely know the whereabouts of the tenant in the  
29 event of an emergency or an abandonment of the mobile home,  
30 manufactured home, or park model;

31       (g) A statement that: "The park may be sold or otherwise  
32 transferred at any time with the result that subsequent owners may  
33 close the mobile home park, or that the landlord may close the park  
34 at any time after the required closure notice as provided in RCW  
35 59.20.080." The statement required by this subsection must: (i)  
36 Appear in print that is in boldface and is larger than the other text  
37 of the rental agreement; (ii) be set off by means of a box, blank  
38 space, or comparable visual device; and (iii) be located directly  
39 above the tenant's signature on the rental agreement;

1 (h) A copy of a closure notice, as required in RCW 59.20.080, if  
2 such notice is in effect;

3 (i) The terms and conditions under which any deposit or portion  
4 thereof may be withheld by the landlord upon termination of the  
5 rental agreement if any moneys are paid to the landlord by the tenant  
6 as a deposit or as security for performance of the tenant's  
7 obligations in a rental agreement;

8 (j) A listing of the utilities, services, and facilities which  
9 will be available to the tenant during the tenancy and the nature of  
10 the fees, if any, to be charged together with a statement that, in  
11 the event any utilities are changed to be charged independent of the  
12 rent during the term of the rental agreement, the landlord agrees to  
13 decrease the amount of the rent charged proportionately;

14 (k) A written description, picture, plan, or map of the  
15 boundaries of a mobile home space sufficient to inform the tenant of  
16 the exact location of the tenant's space in relation to other  
17 tenants' spaces;

18 (l) A written description, picture, plan, or map of the location  
19 of the tenant's responsibility for utility hook-ups, consistent with  
20 RCW 59.20.130(6);

21 (m) A statement of the current zoning of the land on which the  
22 mobile home park is located;

23 (n) A statement of the expiration date of any conditional use,  
24 temporary use, or other land use permit subject to a fixed expiration  
25 date that is necessary for the continued use of the land as a mobile  
26 home park; and

27 (o) A written statement containing accurate historical  
28 information regarding the past five years' rental amount charged for  
29 the lot or space.

30 (2) Any rental agreement executed between the landlord and tenant  
31 shall not contain any provision:

32 (a) Which allows the landlord to charge a fee for guest parking  
33 unless a violation of the rules for guest parking occurs: PROVIDED,  
34 That a fee may be charged for guest parking which covers an extended  
35 period of time as defined in the rental agreement;

36 (b) Which authorizes the towing or impounding of a vehicle except  
37 upon notice to the owner thereof or the tenant whose guest is the  
38 owner of the vehicle;

39 (c) Which allows the landlord to alter the due date for rent  
40 payment or increase the rent: (i) During the term of the rental

1 agreement if the term is less than two years, or (ii) more frequently  
2 than annually if the initial term is for two years or more: PROVIDED,  
3 That a rental agreement may include an escalation clause for a pro  
4 rata share of any increase in the mobile home park's real property  
5 taxes or utility assessments or charges, over the base taxes or  
6 utility assessments or charges of the year in which the rental  
7 agreement took effect, if the clause also provides for a pro rata  
8 reduction in rent or other charges in the event of a reduction in  
9 real property taxes or utility assessments or charges, below the base  
10 year: PROVIDED FURTHER, That a rental agreement for a term exceeding  
11 two years may provide for annual increases in rent in specified  
12 amounts or by a formula specified in such agreement. Any rent  
13 increase authorized under this subsection (2)(c) that occurs within  
14 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be  
15 more than one percentage point above the United States consumer price  
16 index for all urban consumers, housing component, published by the  
17 United States bureau of labor statistics in the periodical "Monthly  
18 Labor Review and Handbook of Labor Statistics" as established  
19 annually by the department of commerce;

20 (d) By which the tenant agrees to waive or forego rights or  
21 remedies under this chapter;

22 (e) Allowing the landlord to charge an "entrance fee" or an "exit  
23 fee." However, an entrance fee may be charged as part of a continuing  
24 care contract as defined in RCW 70.38.025;

25 (f) Which allows the landlord to charge a fee for guests:  
26 PROVIDED, That a landlord may establish rules charging for guests who  
27 remain on the premises for more than 15 days in any 60-day period;

28 (g) By which the tenant agrees to waive or forego homestead  
29 rights provided by chapter 6.13 RCW. This subsection shall not  
30 prohibit such waiver after a default in rent so long as such waiver  
31 is in writing signed by the husband and wife or by an unmarried  
32 claimant and in consideration of the landlord's agreement not to  
33 terminate the tenancy for a period of time specified in the waiver if  
34 the landlord would be otherwise entitled to terminate the tenancy  
35 under this chapter;

36 (h) By which, at the time the rental agreement is entered into,  
37 the landlord and tenant agree to the selection of a particular  
38 arbitrator; ((~~or~~))

39 (i) By which the tenant agrees to make rent payments through  
40 electronic means only; or

1       (j) Allowing the landlord to charge a late fee for rent that is  
2 paid within five days following its due date. If rent is more than  
3 five days past due, the landlord may charge late fees commencing from  
4 the first day after the due date until paid. Late fees may not exceed  
5 10 percent of the tenant's total rent per month. Nothing in this  
6 subsection prohibits a landlord from serving a notice to pay or  
7 vacate at any time after the rent becomes due.

8       (3) Any provision prohibited under this section that is included  
9 in a rental agreement is unenforceable.

10       **Sec. 10.** RCW 59.20.030 and 2023 c 40 s 2 are each amended to  
11 read as follows:

12       For purposes of this chapter:

13       (1) "Abandoned" as it relates to a mobile home, manufactured  
14 home, or park model owned by a tenant in a mobile home park, mobile  
15 home park cooperative, or mobile home park subdivision or tenancy in  
16 a mobile home lot means the tenant has defaulted in rent and by  
17 absence and by words or actions reasonably indicates the intention  
18 not to continue tenancy;

19       (2) "Active duty" means service authorized by the president of  
20 the United States, the secretary of defense, or the governor for a  
21 period of more than (~~thirty~~) 30 consecutive days;

22       (3) "Community land trust" means a private, nonprofit, community-  
23 governed, and/or membership corporation whose mission is to acquire,  
24 hold, develop, lease, and steward land for making homes, farmland,  
25 gardens, businesses, and other community assets permanently  
26 affordable for current and future generations. A community land  
27 trust's bylaws prescribe that the governing board is comprised of  
28 individuals who reside in the community land trust's service area,  
29 one-third of whom are currently, or could be, community land trust  
30 leaseholders;

31       (4) "Eligible organization" includes community land trusts,  
32 resident nonprofit cooperatives, local governments, local housing  
33 authorities, nonprofit community or neighborhood-based organizations,  
34 federally recognized Indian tribes in the state of Washington, and  
35 regional or statewide nonprofit housing assistance organizations;

36       (5) "Housing and low-income assistance organization" means an  
37 organization that provides tenants living in mobile home parks,  
38 manufactured housing communities, and manufactured/mobile home

1 communities with information about their rights and other pertinent  
2 information;

3 (6) "Housing authority" or "authority" means any of the public  
4 body corporate and politic created in RCW 35.82.030;

5 (7) "Landlord" or "owner" means the owner of a mobile home park  
6 and includes the agents of the owner;

7 (8) "Local government" means a town government, city government,  
8 code city government, or county government in the state of  
9 Washington;

10 (9) "Manufactured home" means a single-family dwelling built  
11 according to the United States department of housing and urban  
12 development manufactured home construction and safety standards act,  
13 which is a national preemptive building code. A manufactured home  
14 also: (a) Includes plumbing, heating, air conditioning, and  
15 electrical systems; (b) is built on a permanent chassis; and (c) can  
16 be transported in one or more sections with each section at least  
17 eight feet wide and 40 feet long when transported, or when installed  
18 on the site is (~~three hundred twenty~~) 320 square feet or greater;

19 (10) "Manufactured/mobile home" means either a manufactured home  
20 or a mobile home;

21 (11) "Mobile home" means a factory-built dwelling built prior to  
22 June 15, 1976, to standards other than the United States department  
23 of housing and urban development code, and acceptable under  
24 applicable state codes in effect at the time of construction or  
25 introduction of the home into the state. Mobile homes have not been  
26 built since the introduction of the United States department of  
27 housing and urban development manufactured home construction and  
28 safety act;

29 (12) "Mobile home lot" means a portion of a mobile home park or  
30 manufactured housing community designated as the location of one  
31 mobile home, manufactured home, or park model and its accessory  
32 buildings, and intended for the exclusive use as a primary residence  
33 by the occupants of that mobile home, manufactured home, or park  
34 model;

35 (13) "Mobile home park cooperative" or "manufactured housing  
36 cooperative" means real property consisting of common areas and two  
37 or more lots held out for placement of mobile homes, manufactured  
38 homes, or park models in which both the individual lots and the  
39 common areas are owned by an association of shareholders which leases

1 or otherwise extends the right to occupy individual lots to its own  
2 members;

3 (14) "Mobile home park subdivision" or "manufactured housing  
4 subdivision" means real property, whether it is called a subdivision,  
5 condominium, or planned unit development, consisting of common areas  
6 and two or more lots held for placement of mobile homes, manufactured  
7 homes, or park models in which there is private ownership of the  
8 individual lots and common, undivided ownership of the common areas  
9 by owners of the individual lots;

10 (15) "Mobile home park," "manufactured housing community," or  
11 "manufactured/mobile home community" means any real property which is  
12 rented or held out for rent to others for the placement of two or  
13 more mobile homes, manufactured homes, or park models for the primary  
14 purpose of production of income, except where such real property is  
15 rented or held out for rent for seasonal recreational purpose only  
16 and is not intended for year-round occupancy;

17 (16) "Notice of opportunity to compete to purchase" means a  
18 notice required under RCW 59.20.325;

19 (17) "Notice of sale" means a notice required under RCW 59.20.300  
20 to be delivered to all tenants of a manufactured/mobile home  
21 community and other specified parties within 14 days after the date  
22 on which any advertisement, listing, or public or private notice is  
23 first made advertising that a manufactured/mobile home community or  
24 the property on which it sits is for sale or lease. A delivered  
25 notice of opportunity to compete to purchase acts as a notice of  
26 sale;

27 (18) "Occupant" means any person, including a live-in care  
28 provider, other than a tenant, who occupies a mobile home,  
29 manufactured home, or park model and mobile home lot;

30 (19) "Orders" means written official military orders, or any  
31 written notification, certification, or verification from the service  
32 member's commanding officer, with respect to the service member's  
33 current or future military status;

34 (20) "Park model" means a recreational vehicle intended for  
35 permanent or semi-permanent installation and is used as a primary  
36 residence;

37 (21) "Permanent change of station" means: (a) Transfer to a unit  
38 located at another port or duty station; (b) change of a unit's home  
39 port or permanent duty station; (c) call to active duty for a period  
40 not less than 90 days; (d) separation; or (e) retirement;

1 (22) "Qualified sale of manufactured/mobile home community" means  
2 the sale, as defined in RCW 82.45.010, of land and improvements  
3 comprising a manufactured/mobile home community that is transferred  
4 in a single purchase to a qualified tenant organization or to an  
5 eligible organization for the purpose of preserving the property as a  
6 manufactured/mobile home community;

7 (23) "Qualified tenant organization" means a formal organization  
8 of tenants within a manufactured/mobile home community, with the only  
9 requirement for membership consisting of being a tenant. If a  
10 majority of the tenants, based on home sites within the manufactured/  
11 mobile home community, agree that they want to preserve the  
12 manufactured/mobile home community then they will appoint a  
13 spokesperson to represent the wishes of the qualified tenant  
14 organization to the landlord and the landlord's representative;

15 (24) "Recreational vehicle" means a travel trailer, motor home,  
16 truck camper, or camping trailer that is primarily designed and used  
17 as temporary living quarters, is either self-propelled or mounted on  
18 or drawn by another vehicle, is transient, is not occupied as a  
19 primary residence, and is not immobilized or permanently affixed to a  
20 mobile home lot;

21 (25) "Rent" or "rental amount" means recurring and periodic  
22 charges identified in the rental agreement for the use and occupancy  
23 of the manufactured/mobile home lot, which may include charges for  
24 utilities as provided in RCW 59.20.060. These terms do not include  
25 nonrecurring charges for costs incurred due to late payment, damages,  
26 deposits, legal costs, or other fees, including attorneys' fees;

27 (26) "Resident nonprofit cooperative" means a nonprofit  
28 cooperative corporation formed by a group of manufactured/mobile home  
29 community residents for the purpose of acquiring the manufactured/  
30 mobile home community in which they reside and converting the  
31 manufactured/mobile home community to a mobile home park cooperative  
32 or manufactured housing cooperative;

33 ((+26+)) (27) "Service member" means an active member of the  
34 United States armed forces, a member of a military reserve component,  
35 or a member of the national guard who is either stationed in or a  
36 resident of Washington state;

37 ((+27+)) (28) "Tenant" means any person, except a transient, who  
38 rents a mobile home lot;

1           (~~(28)~~) (29) "Transient" means a person who rents a mobile home  
2 lot for a period of less than one month for purposes other than as a  
3 primary residence.

4           NEW SECTION.   **Sec. 11.** A new section is added to chapter 35.21  
5 RCW to read as follows:

6           The imposition of regulations on the landlord-tenant relationship  
7 is of statewide significance and is preempted by the state. No city  
8 or town of any class may enact, maintain, or enforce ordinances or  
9 other provisions which regulate any agreement between a landlord and  
10 tenant and entered into under chapters 59.18 and 59.20 RCW for  
11 single-family or multiple unit residential rental structures or sites  
12 other than in public ownership, under public management, or property  
13 providing low-income rental housing under joint public-private  
14 agreements for financing or provision of such low-income rental  
15 housing. This section shall not be construed as prohibiting any city  
16 or town from entering into agreements with private persons that  
17 regulate or control the amount of rent to be charged for rental  
18 properties.

19           NEW SECTION.   **Sec. 12.** A new section is added to chapter 36.01  
20 RCW to read as follows:

21           The imposition of regulations on the landlord-tenant relationship  
22 is of statewide significance and is preempted by the state. No county  
23 may enact, maintain, or enforce ordinances or other provisions which  
24 regulate any agreement between a landlord and tenant and entered into  
25 under chapters 59.18 and 59.20 RCW for single-family or multiple unit  
26 residential rental structures or sites other than in public  
27 ownership, under public management, or property providing low-income  
28 rental housing under joint public-private agreements for financing or  
29 provisions of such low-income rental housing. This section shall not  
30 be construed as prohibiting any county from entering into agreements  
31 with private persons that regulate or control the amount of rent to  
32 be charged for rental properties.

33           NEW SECTION.   **Sec. 13.** A new section is added to chapter 43.185A  
34 RCW to read as follows:

35           (1) The department shall contract with an independent third  
36 party, which may include educational institutions or private entities  
37 with subject matter expertise, to conduct a study of the cost of



1 rental assistance programs and rate of success of providing rental  
2 assistance to tenants who face housing instability.

3 (2) At minimum, the study must include contact with the following  
4 groups:

5 (a) The department;

6 (b) Tenants receiving rental assistance through a program funded  
7 from the home security fund account provided in chapter 36.22 RCW;

8 (c) Tenants receiving assistance through a program funded from  
9 the eviction prevention assistance program provided in chapter  
10 43.185C RCW;

11 (d) Landlords receiving assistance through the landlord  
12 mitigation program under RCW 43.31.605;

13 (e) Landlords who own four or fewer total units;

14 (f) Landlords who own market rate multifamily units;

15 (g) Landlords who own units governed by a low-income housing  
16 program such as the low-income housing tax credit program  
17 administered by the Washington state housing finance commission;

18 (h) A representative from the housing authorities; and

19 (i) Social service providers that work with tenants and/or  
20 nonprofit organizations that assist in providing access or rental  
21 assistance to tenants in the community in which the social service  
22 provider operates.

23 (3) The study shall include information about the following:

24 (a) The total cost to administer local rental assistance programs  
25 across the state of Washington;

26 (b) The total cost of rental assistance provided by all rental  
27 assistance programs within the prior three years to any tenant in the  
28 state of Washington, and to the extent possible whether the receipt  
29 of such rental assistance stabilized the tenant's tenancy for a  
30 period of time greater than 12 months;

31 (c) The process a tenant must engage in to apply and/or obtain  
32 rental assistance in the top five counties statewide, by population  
33 and the bottom five counties statewide, by population;

34 (d) Discussion of successful models to deliver rental assistance  
35 across the United States that eliminates the administrative cost of  
36 delivering rental assistance and creates a more streamline process to  
37 access rental assistance;

38 (e) Barriers to accessing rental assistance by tenants and  
39 landlords;

- 1           (f) The anticipated need for rental assistance for tenants  
2 experiencing housing instability in the state of Washington;
- 3           (g) The ability of the state to administer a single source  
4 application for rental assistance and the requirements needed to  
5 create a program; and
- 6           (h) The opportunity for, and cost of creating culturally  
7 accessible wraparound services for tenants experiencing housing  
8 instability including, but not limited to, financial literacy  
9 courses, employment training, education, and other services necessary  
10 to stabilize a tenancy.
- 11          (4) The department must submit a report that outlines the  
12 findings and recommendations from the study to the governor and the  
13 appropriate committees of the legislature by December 1, 2027.
- 14          (5) This section expires July 1, 2028.

--- END ---