
SECOND SUBSTITUTE HOUSE BILL 1217

State of Washington

69th Legislature

2025 Regular Session

By House Appropriations (originally sponsored by Representatives Alvarado, Macri, Ramel, Peterson, Berry, Mena, Thai, Reed, Obras, Farivar, Parshley, Ortiz-Self, Cortes, Duerr, Street, Berg, Taylor, Fitzgibbon, Doglio, Timmons, Tharinger, Fosse, Gregerson, Simmons, Wylie, Pollet, Kloba, Nance, Davis, Ormsby, Lekanoff, Bergquist, Scott, Stonier, and Hill)

READ FIRST TIME 02/13/25.

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 rent and fee increases,
4 requiring notice of rent and fee increases, limiting fees and
5 deposits, establishing a landlord resource center and associated
6 services, authorizing tenant lease termination, creating parity
7 between lease types, and providing for attorney general enforcement;
8 amending RCW 59.18.140, 59.18.270, 59.18.170, 59.20.090, 59.20.170,
9 59.20.060, and 59.20.030; adding new sections to chapter 59.18 RCW;
10 adding new sections to chapter 59.20 RCW; creating new sections;
11 prescribing penalties; providing an expiration date; and declaring an
12 emergency.

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

14 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

15 (a) The state is in the midst of a housing affordability crisis.
16 Homes cannot be built fast enough to meet the urgent need to keep
17 families, seniors, and all Washington renters housed.

18 (b) Residential rents and manufactured/mobile home lot rents have
19 increased at a rate that outpaces inflation, wage growth, cost of
20 living adjustments for programs like social security, and other
21 standard economic metrics that drive price increases. In October

1 2024, the United States census bureau reported that 15 percent of
2 renter households in Washington received a rent increase of over \$250
3 (\$3,000 per year). The United States census bureau also reported that
4 Black households received higher rent increases than other racial
5 groups and that almost a quarter of Black renters received rent
6 increases of over \$250 per month. In addition, 57 percent of renter
7 households with children under the age of 18 received a rent increase
8 of over \$100, while 22 percent received rent increases of over \$250.

9 (c) Tenants in residential and manufactured/mobile home settings
10 are subject to not only excessive rent increases, but also to the
11 addition of new recurring or periodic fees that can have the effect
12 of drastically increasing monthly housing costs. Tenants also
13 experience arbitrary one-time fees or the addition of fees for
14 services that were previously provided at no cost. Combined with rent
15 increases, these fees create significant additional financial strains
16 for renter households.

17 (d) According to the 2021 American community survey, nearly one
18 out of every four renters in the state of Washington is over the age
19 of 55. Households of color are disproportionately renters, and these
20 households, as well as Hispanic households, are majority renter
21 households.

22 (e) Excessive rent increases force renter households, including
23 families, seniors, and young people, to lose housing opportunities.
24 Due to excessive rent increases, renter households are increasingly
25 unable to afford housing in communities of opportunity and are being
26 forced to move away from their communities. Renter households are
27 forced to make tough and often impossible decisions between paying
28 the rent and paying for other basic necessities such as medicine,
29 child care, and transportation. Communities, employers, and workers
30 all suffer when businesses cannot retain or hire staff because
31 workers have to move due to excessive rent increases, a phenomenon
32 especially common for the service industry in heavy tourism areas.

33 (2) The legislature declares that failure to act urgently to
34 protect Washingtonians from excessive rent increases will result in
35 continued harm for millions of residents, especially when considering
36 the essential nature of housing. Therefore, the legislature intends
37 to enact rent stabilization policies in order to preserve the public
38 peace, health, or safety of the state by providing Washington renters
39 with predictability, transparency, and the same protections afforded
40 to other consumers.

1 **PART I**

2 **RESIDENTIAL LANDLORD-TENANT ACT**

3 NEW SECTION. **Sec. 101.** A new section is added to chapter 59.18
4 RCW to read as follows:

5 (1) (a) Except as authorized by an exemption under section 102 of
6 this act, a landlord may not increase the rent and fees combined for
7 any type of tenancy, regardless of whether the tenancy is month-to-
8 month or for a term greater or lesser than month-to-month:

9 (i) During the first 12 months after the tenancy begins; and

10 (ii) During any 12-month period of the tenancy, in an amount
11 greater than seven percent.

12 (b) This subsection (1) applies to all tenancies subject to this
13 chapter, including any such tenancies in dwelling units operated as
14 short-term rentals and vacation rentals.

15 (c) This subsection (1) does not prohibit a landlord from
16 adjusting the rent and fees combined by any amount after a tenant
17 vacates the premises and the tenancy ends.

18 (2) If a landlord increases the rent and fees combined above the
19 amount allowed in subsection (1) of this section as authorized by an
20 exemption under section 102 of this act, the landlord must include
21 facts supporting any claimed exemptions in the written notice of the
22 rent increase. Notice must comply with this section, section 103 of
23 this act, RCW 59.18.140, and be served in accordance with RCW
24 59.12.040.

25 (3) If a landlord increases rent and fees combined above the
26 amount allowed in subsection (1) of this section and the increase is
27 not authorized by an exemption under section 102 of this act, the
28 tenant may, in addition to any other remedies or relief available
29 under this chapter or other law, terminate the rental agreement at
30 any time prior to the effective date of the increase by providing the
31 landlord with written notice at least 20 days before terminating the
32 rental agreement. If a tenant terminates a rental agreement under
33 this subsection, the tenant only owes pro rata rent through the date
34 upon which the tenant vacates the dwelling unit. A landlord may not
35 charge a tenant any fines or fees for terminating a rental agreement
36 under this subsection.

37 (4) A landlord may not charge a higher rent or fees or include
38 terms of payment or other material conditions in a rental agreement
39 that are more burdensome to a tenant for a month-to-month rental

1 agreement than for a rental agreement where the term is greater or
2 lesser than month-to-month, or vice versa.

3 (5) A landlord who engages in practices in violation of this
4 section, section 102 of this act, section 103 of this act, RCW
5 59.18.140, 59.18.170, 59.18.200, 59.18.270, or 59.18.650 is liable
6 for:

7 (a) Damages in the amount of any excess rent, fees, or other
8 costs paid by the tenant;

9 (b) Mandatory damages equal to three months of any unlawful rent,
10 fees, or other costs charged by the landlord; and

11 (c) Reasonable attorneys' fees and costs incurred in bringing the
12 action.

13 (6) The remedies provided by this section are in addition to any
14 other remedies provided by law, including the remedies provided for
15 in section 104 of this act.

16 (7) It is a defense to an eviction or other legal action that the
17 action to remove the tenant and recover possession of the premises
18 was for nonpayment of rent or fees that were unlawfully increased in
19 violation of this section.

20 (8) A landlord may not report the tenant to a tenant screening
21 service provider for failure to pay rent or fees that were unlawfully
22 increased in violation of this section.

23 (9) A local government may adopt policies, ordinances, or other
24 regulations to enforce this act.

25 NEW SECTION. **Sec. 102.** A new section is added to chapter 59.18
26 RCW to read as follows:

27 (1) A landlord may increase rent and fees combined in an amount
28 greater than allowed under section 101 of this act only as authorized
29 by the exemptions described in this section. Rent and fee increases
30 are not limited by section 101 of this act for any of the following
31 types of tenancies:

32 (a) A tenancy in a dwelling unit for which the first certificate
33 of occupancy was issued 10 or less years before the date of the
34 notice of the rent increase.

35 (b) A tenancy in a dwelling unit owned by a:

36 (i) Public housing authority;

37 (ii) Public development authority;

1 (iii) Nonprofit organization, where maximum rents are regulated
2 by other laws or local, state, or federal affordable housing program
3 requirements; or

4 (iv) Nonprofit entity, as defined in RCW 84.36.560, where a
5 nonprofit organization, housing authority, or public development
6 authority has the majority decision-making power on behalf of the
7 general partner, and where maximum rents are regulated by other laws
8 or local, state, or federal affordable housing program requirements;
9 or

10 (c) A tenancy in a qualified low-income housing development as
11 defined in RCW 82.45.010, where the property is owned by any of the
12 organizations described in (b) (i) through (iv) of this subsection.

13 (d) A tenancy in a dwelling unit in which the tenant shares a
14 bathroom or kitchen facility with the owner who maintains a principal
15 residence at the residential real property.

16 (e) A tenancy in a single-family owner-occupied residence,
17 including a residence in which the owner-occupant rents or leases no
18 more than two units or bedrooms including, but not limited to, an
19 attached or detached accessory dwelling unit.

20 (f) A tenancy in a duplex in which the owner occupied one of the
21 units as the owner's principal place of residence at the beginning of
22 the tenancy, so long as the owner continues the occupancy.

23 (2) Subsection (1) (d) through (f) of this section only apply
24 where the owner is not any of the following:

25 (a) A real estate investment trust, as defined in section 856 of
26 the internal revenue code;

27 (b) A corporation; or

28 (c) A limited liability company in which at least one member is a
29 corporation.

30 NEW SECTION. **Sec. 103.** A new section is added to chapter 59.18
31 RCW to read as follows:

32 (1) A landlord must provide a tenant with annual notice of rent
33 and fee increases in substantially the following form. Notice under
34 this section must comply with the requirements in RCW 59.18.140 and
35 be served in accordance with RCW 59.12.040.

36 (2) The annual notice of rent increase requirement in this
37 section does not apply if the rental agreement governs a subsidized
38 tenancy where the amount of rent is based on, in whole or in part, a
39 percentage of the income of the tenant or other circumstances

1 specific to the subsidized household. However, for purposes of this
2 section, a subsidized tenancy does not include tenancies where some
3 or all of the rent paid to the landlord comes from a portable tenant-
4 based voucher or similar portable assistance administered through a
5 housing authority or other state or local agency, or tenancies in
6 other types of affordable housing where maximum unit rents are
7 limited by area median income levels and a tenant's base rent does
8 not change as the tenant's income does.

9 "TO TENANT(S): (tenant name(s))

10 AT ADDRESS: (tenant address)

11 **RENT AND FEE INCREASE NOTICE TO TENANTS**

12 This notice is required by Washington state law to inform you of
13 your rights regarding rent and fee increases. Washington state limits
14 how much your landlord can raise your rent and fees.

15 (1) Your landlord can raise your rent and fees combined once
16 every 12 months by up to seven percent, as allowed by section 101 of
17 this act. Your landlord is not required to raise the rent or fees by
18 any amount.

19 (2) Your landlord may be exempt from the seven percent limit on
20 rent and fee increases for the reasons described in section 102 of
21 this act. If your landlord claims an exemption, your landlord is
22 required to include supporting facts with this notice.

23 (3) Your landlord must properly and fully complete the form below
24 to notify you of any rent and fee increases and any exemptions
25 claimed.

26 Your landlord (name) intends to (check one of the following):

27 Raise your rent and/or fees: Your total rent and fee increase
28 effective (date) will be (percent), which totals an additional \$
29 (dollar amount) per month, for a new total amount of \$(dollar amount)
30 per month for rent and fees combined.

31 This rent and/or fee increase is allowed by state law and is
32 (check one of the following):

33 A lower rent and/or fee increase than the maximum allowed by
34 state law.

35 The maximum rent and/or fee increase allowed by state law.

36 Authorized by an exemption under section 102 of this act. If
37 the rent and/or fee increase is authorized by an exemption, your
38 landlord must fill out the section of the form below.

39 **EXEMPTIONS CLAIMED BY LANDLORD**

1 Under penalty of perjury, I (landlord name) certify that I am
2 allowed under Washington state law to raise your rent and fees by
3 (percent), which is more than the maximum increase otherwise allowed
4 by state law, because I am claiming the following exemption under
5 section 102 of this act (check one of the following):

6 ___ The first certificate of occupancy for your dwelling unit was
7 issued on (insert date), which is 10 or less years before the date of
8 this rent and fee increase notice, so the maximum allowable rent and
9 fee increase limit in section 101 of this act does not apply. (The
10 landlord must include facts or attach documents supporting the
11 exemption.)

12 ___ You live in a dwelling unit owned by a public housing
13 authority, public development authority, or nonprofit organization
14 where maximum rents are regulated by other laws or local, state, or
15 federal affordable housing program requirements, or a qualified low-
16 income housing development as defined in RCW 82.45.010, where the
17 property is owned by a public housing authority, public development
18 authority, or nonprofit organization. (The landlord must include
19 facts or attach documents supporting the exemption.)

20 ___ You live in a dwelling unit in which you share a bathroom or
21 kitchen facility with the owner, and the owner maintains a principal
22 residence at the residential real property. (The landlord must
23 include facts or attach documents supporting the exemption.)

24 ___ You live in a single-family owner-occupied residence in which
25 the owner-occupant rents or leases no more than two units or bedrooms
26 including, but not limited to, an attached or detached accessory
27 dwelling unit. (The landlord must include facts or attach documents
28 supporting the exemption.)

29 ___ You live in a duplex in which the owner occupied one of the
30 units as the owner's principal place of residence at the beginning of
31 the tenancy, and the owner continues in occupancy. (The landlord must
32 include facts or attach documents supporting the exemption.)"

33 NEW SECTION. **Sec. 104.** A new section is added to chapter 59.18
34 RCW to read as follows:

35 The legislature finds that the practices covered by section 101
36 of this act, section 102 of this act, section 103 of this act, RCW
37 59.18.140, 59.18.170, 59.18.200, 59.18.270, and 59.18.650 are matters
38 vitally affecting the public interest for the purpose of applying the
39 consumer protection act, chapter 19.86 RCW. A violation of section

1 101 of this act, section 102 of this act, section 103 of this act,
2 RCW 59.18.140, 59.18.170, 59.18.200, 59.18.270, or 59.18.650 by a
3 landlord is not reasonable in relation to the development and
4 preservation of business and is an unfair or deceptive act in trade
5 or commerce and an unfair method of competition for the purpose of
6 applying the consumer protection act, chapter 19.86 RCW.

7 NEW SECTION. **Sec. 105.** A new section is added to chapter 59.18
8 RCW to read as follows:

9 (1) Subject to the availability of amounts appropriated for this
10 specific purpose, the department of commerce shall create an online
11 landlord resource center to distribute information to landlords about
12 available programs and resources including, but not limited to, the
13 following:

- 14 (a) The landlord mitigation program created in RCW 43.31.605;
- 15 (b) The low-income residential weatherization programs created in
16 chapter 70A.35 RCW;
- 17 (c) The model lease provisions regarding rent and fee increases
18 created by the attorney general's office under subsection (2) of this
19 section;
- 20 (d) Local government resources; and
- 21 (e) Any other programs and resources that the department
22 determines are relevant.

23 (2)(a) Subject to the availability of amounts appropriated for
24 this specific purpose, the attorney general, in consultation with
25 appropriate stakeholders, shall publish model lease provisions
26 regarding rent and fee increases that comply with the requirements in
27 this chapter.

28 (b) The model lease provisions regarding rent and fee increases
29 must be published in the top 10 languages spoken in Washington state
30 and, at the discretion of the office of the attorney general, other
31 languages.

32 (c) The office of the attorney general shall publish the model
33 lease provisions regarding rent and fee increases in the following
34 formats:

- 35 (i) A full digital version available on the office of the
36 attorney general's website; and
- 37 (ii) Hard copy versions made available upon request to landlords,
38 tenants, and any other relevant entities identified by the office of
39 the attorney general.

1 (d) The office of the attorney general shall publish the first
2 version of the model lease provisions regarding rent and fee
3 increases by January 1, 2026, and shall periodically publish new
4 versions of the model lease provisions as necessary to incorporate
5 any relevant changes made to this chapter.

6 **Sec. 106.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
7 read as follows:

8 (1) The tenant shall conform to all reasonable obligations or
9 restrictions, whether denominated by the landlord as rules, rental
10 agreement, rent, or otherwise, concerning the use, occupation, and
11 maintenance of his or her dwelling unit, appurtenances thereto, and
12 the property of which the dwelling unit is a part if such obligations
13 and restrictions are not in violation of any of the terms of this
14 chapter and are not otherwise contrary to law, and if such
15 obligations and restrictions are brought to the attention of the
16 tenant at the time of his or her initial occupancy of the dwelling
17 unit and thus become part of the rental agreement.

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

23 (3)(a) Except as provided in (b) and (c) of this subsection, a
24 landlord shall provide a minimum of ~~((sixty))~~ 60 days' prior written
25 notice of an increase in the amount of rent to each affected tenant,
26 and any increase in the amount of rent may not become effective prior
27 to the completion of the term of the rental agreement.

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

35 (c) If a landlord intends to increase the rent and fees combined
36 in an amount of three percent or more, the landlord must provide
37 written notice to each affected tenant a minimum of 180 days before
38 the effective date of the increase. This subsection (3)(c) does not

1 apply to any tenancy in a dwelling unit qualifying for an exemption
2 under section 102(1) (b) and (c) of this act.

3 **Sec. 107.** RCW 59.18.270 and 2011 c 132 s 14 are each amended to
4 read as follows:

5 (1) If a landlord charges a tenant any move-in fees or security
6 deposits, the move-in fees and security deposits combined may not
7 exceed one month's rent.

8 (2) All moneys paid to the landlord by the tenant as a deposit as
9 security for performance of the tenant's obligations in a lease or
10 rental agreement shall promptly be deposited by the landlord in a
11 trust account, maintained by the landlord for the purpose of holding
12 such security deposits for tenants of the landlord, in a financial
13 institution as defined by RCW ((~~30.22.041~~)) 30A.22.041 or licensed
14 escrow agent located in Washington. Unless otherwise agreed in
15 writing, the landlord shall be entitled to receipt of interest paid
16 on such trust account deposits. The landlord shall provide the tenant
17 with a written receipt for the deposit and shall provide written
18 notice of the name and address and location of the depository and any
19 subsequent change thereof. If during a tenancy the status of landlord
20 is transferred to another, any sums in the deposit trust account
21 affected by such transfer shall simultaneously be transferred to an
22 equivalent trust account of the successor landlord, and the successor
23 landlord shall promptly notify the tenant of the transfer and of the
24 name, address, and location of the new depository. If, during the
25 tenancy, the tenant's dwelling unit is foreclosed upon and the
26 tenant's deposit is not transferred to the successor after the
27 foreclosure sale or other transfer of the property from the
28 foreclosed-upon owner to a successor, the foreclosed-upon owner shall
29 promptly refund the full deposit to the tenant immediately after the
30 foreclosure sale or transfer. If the foreclosed-upon owner does not
31 either immediately refund the full deposit to the tenant or transfer
32 the deposit to the successor, the foreclosed-upon owner is liable to
33 the tenant for damages up to two times the amount of the deposit. In
34 any action brought by the tenant to recover the deposit, the
35 prevailing party is entitled to recover the costs of suit or
36 arbitration, including reasonable attorneys' fees. The tenant's claim
37 to any moneys paid under this section shall be prior to that of any
38 creditor of the landlord, including a trustee in bankruptcy or
39 receiver, even if such moneys are commingled.

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

12 **Sec. 108.** RCW 59.18.170 and 2020 c 177 s 1 are each amended to
13 read as follows:

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

19 (2) The landlord may not charge a late fee for rent that is paid
20 within five days following its due date. If rent is more than five
21 days past due, the landlord may charge late fees commencing from the
22 first day after the due date until paid. During the first month that
23 rent is past due, late fees may not exceed two percent of the
24 tenant's total rent per month. During the second month that rent is
25 past due, late fees may not exceed three percent of the tenant's
26 total rent per month. During the third month and all subsequent
27 months that rent is past due, late fees may not exceed five percent
28 of the tenant's total rent per month. Nothing in this subsection
29 prohibits a landlord from serving a notice to pay or vacate at any
30 time after the rent becomes due.

31 (3) When late fees may be assessed after rent becomes due, the
32 tenant may propose that the date rent is due in the rental agreement
33 be altered to a different due date of the month. The landlord shall
34 agree to such a proposal if it is submitted in writing and the tenant
35 can demonstrate that his or her primary source of income is a
36 regular, monthly source of governmental assistance that is not
37 received until after the date rent is due in the rental agreement.
38 The proposed rent due date may not be more than five days after the
39 date the rent is due in the rental agreement. Nothing in this

1 subsection shall be construed to prevent a tenant from making a
2 request for reasonable accommodation under federal, state, or local
3 law.

4 **PART II**

5 **MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT**

6 NEW SECTION. **Sec. 201.** A new section is added to chapter 59.20
7 RCW to read as follows:

8 (1) Except as authorized by an exemption under section 202 of
9 this act and as provided in RCW 59.20.060(2)(c), a landlord may not
10 increase the rent and fees combined for any type of tenancy,
11 regardless of whether the tenancy is month-to-month or for a term
12 greater than month-to-month:

13 (a) During the first 12 months after the tenancy begins; and

14 (b) During any 12-month period of the tenancy, in an amount
15 greater than seven percent.

16 (2) If a landlord increases the rent and fees combined above the
17 amount allowed in subsection (1) of this section as authorized by an
18 exemption under section 202 of this act, the landlord must include
19 facts supporting any claimed exemptions in the written notice of the
20 rent increase. Notice must comply with this section, section 203 of
21 this act, RCW 59.20.090(2), and be served in accordance with RCW
22 59.12.040.

23 (3) If a landlord increases rent and fees combined above the
24 amount allowed in subsection (1) of this section and the increase is
25 not authorized by an exemption under section 202 of this act, the
26 tenant may, in addition to any other remedies or relief available
27 under this chapter or other law, terminate the rental agreement at
28 any time prior to the effective date of the increase by providing the
29 landlord with written notice at least 30 days before terminating the
30 rental agreement. If a tenant terminates a rental agreement under
31 this subsection, the tenant only owes pro rata rent through the date
32 upon which the tenant vacates the dwelling unit. A landlord may not
33 charge a tenant any fines or fees for terminating a rental agreement
34 under this subsection.

35 (4) A landlord may not charge a higher rent or fees or include
36 terms of payment or other material conditions in a rental agreement
37 that are more burdensome to a tenant for a month-to-month rental

1 agreement than for a rental agreement where the term is greater than
2 month-to-month, or vice versa.

3 (5) A landlord who engages in practices in violation of this
4 section, section 202 of this act, section 203 of this act, RCW
5 59.20.060, 59.20.090, or 59.20.170 is liable for:

6 (a) Damages in the amount of any excess rent, fees, or other
7 costs paid by the tenant;

8 (b) Mandatory damages equal to three months of any unlawful rent,
9 fees, or other costs charged by the landlord; and

10 (c) Reasonable attorneys' fees and costs incurred in bringing the
11 action.

12 (6) The remedies provided by this section are in addition to any
13 other remedies provided by law, including the remedies provided for
14 in section 204 of this act.

15 (7) It is a defense to an eviction or other legal action that the
16 action to remove the tenant and recover possession of the premises
17 was for nonpayment of rent or fees that were unlawfully increased in
18 violation of this section.

19 (8) A landlord may not report a tenant to a tenant screening
20 service provider for failure to pay rent or fees that were unlawfully
21 increased in violation of this section.

22 (9) A local government may adopt policies, ordinances, or other
23 regulations to enforce this act.

24 NEW SECTION. **Sec. 202.** A new section is added to chapter 59.20
25 RCW to read as follows:

26 A landlord may increase rent and fees combined in an amount
27 greater than allowed under section 201 of this act only as authorized
28 by the exemptions described in this section or as provided in RCW
29 59.20.060(2)(c).

30 (1) Rent and fee increases are not limited by section 201 of this
31 act for any of the following types of tenancies:

32 (a) A tenancy in a manufactured/mobile home lot 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

1 (b) A tenancy in a qualified low-income housing development as
2 defined in RCW 82.45.010, where the property is owned by any of the
3 organizations described in (a) (i) through (iii) of this subsection.

4 (2) During the first 12 months after the qualified sale of a
5 manufactured/mobile home community to an eligible organization as
6 defined in RCW 59.20.030 whose mission aligns with the long-term
7 preservation and affordability of the manufactured/mobile home
8 community, the eligible organization may increase the annual rent and
9 fees combined for the manufactured/mobile home community in an amount
10 greater than allowed under section 201 of this act as needed to cover
11 the cost of purchasing the manufactured/mobile home community if the
12 increase is approved by vote or agreement with the majority of the
13 manufactured/mobile home owners in the manufactured/mobile home
14 community.

15 (3) If a rental agreement is transferred under RCW 59.20.073 due
16 to a former tenant's sale of a manufactured/mobile home, the landlord
17 has the option to make a one-time increase of no more than 10 percent
18 to the rent and fees combined for the manufactured/mobile home lot at
19 the time of the first renewal of the rental agreement after the
20 transfer. A landlord must provide the manufactured/mobile home buyer
21 with notice of this one-time increase option prior to the final
22 transfer of the rental agreement to the buyer. If a landlord
23 exercises this one-time increase option, evidence that the proper
24 notice was provided to the buyer prior to the final transfer of the
25 rental agreement must be included along with the annual notice
26 required under section 203 of this act.

27 NEW SECTION. **Sec. 203.** A new section is added to chapter 59.20
28 RCW to read as follows:

29 (1) A landlord must provide a tenant with annual notice of rent
30 and fee increases in substantially the following form. Notice under
31 this section must comply with the requirements in RCW 59.20.090(2)
32 and be served in accordance with RCW 59.12.040.

33 (2) The annual notice of rent increase requirement in this
34 section does not apply if the rental agreement governs a subsidized
35 tenancy where the amount of rent is based on, in whole or in part, a
36 percentage of the income of the tenant or other circumstances
37 specific to the subsidized household. However, for purposes of this
38 section, a subsidized tenancy does not include tenancies where some
39 or all of the rent paid to the landlord comes from a portable tenant-

1 based voucher or similar portable assistance administered through a
2 housing authority or other state or local agency, or tenancies in
3 other types of affordable housing where maximum unit rents are
4 limited by area median income levels and a tenant's base rent does
5 not change as the tenant's income does.

6 "TO TENANTS: (tenant name(s))

7 AT ADDRESS: (tenant address)

8 **RENT AND FEE INCREASE NOTICE TO TENANTS**

9 This notice is required by Washington state law to inform you of
10 your rights regarding rent and fee increases. Washington state limits
11 how much your landlord can raise your rent and fees.

12 (1) Your landlord can raise your rent and fees combined once
13 every 12 months by up to seven percent, as allowed by section 201 of
14 this act. Your landlord is not required to raise the rent or fees by
15 any amount.

16 (2) Your landlord may be exempt from the seven percent limit on
17 rent and fee increases for the reasons described in section 202 of
18 this act. If your landlord claims an exemption, your landlord is
19 required to include supporting facts with this notice.

20 (3) Your landlord must properly and fully complete the form below
21 to notify you of any rent and fee increases and any exemptions
22 claimed.

23 Your landlord (name) intends to (check one of the following):

24 Raise your rent and/or fees: Your total rent and fee increase
25 effective (date) will be (percent), which totals an additional \$
26 (dollar amount) per month, for a new total amount of \$(dollar amount)
27 per month for rent and fees combined.

28 This rent and/or fee increase is allowed by state law and is
29 (check one of the following):

30 A lower rent and/or fee increase than the maximum allowed by
31 state law.

32 The maximum rent and/or fee increase allowed by state law.

33 Authorized by an exemption under section 202 of this act. If
34 the rent and/or fee increase is authorized by an exemption, your
35 landlord must fill out the section of the form below.

36 **EXEMPTIONS CLAIMED BY LANDLORD**

37 Under penalty of perjury, I (landlord name) certify that I am
38 allowed under Washington state law to raise your rent and fees by
39 (percent), which is more than the maximum increase otherwise allowed

1 by state law, because I am claiming the following exemption under
2 section 202 of this act (check one of the following):

3 You live on a manufactured/mobile home lot owned by a public
4 housing authority, public development authority, or nonprofit
5 organization where maximum rents are regulated by other laws or
6 local, state, or federal affordable housing program requirements, or
7 a qualified low-income housing development as defined in RCW
8 82.45.010, where the property is owned by a public housing authority,
9 public development authority, or nonprofit organization. (The
10 landlord must include facts or attach documents supporting the
11 exemption.)

12 You live in a manufactured/mobile home community that was
13 purchased during the past 12 months by an eligible organization as
14 defined in RCW 59.20.030 whose mission aligns with the long-term
15 preservation and affordability of your manufactured/mobile home
16 community, so the eligible organization may increase the annual rent
17 and fees combined for your manufactured/mobile home community in an
18 amount greater than allowed under section 201 of this act as needed
19 to cover the cost of purchasing your manufactured/mobile home
20 community if the increase is approved by vote or agreement with the
21 majority of the manufactured/mobile home owners in your manufactured/
22 mobile home community. (The landlord must include facts or attach
23 documents supporting the exemption.)

24 Your manufactured/mobile home lot rental agreement is up for
25 first renewal after it was transferred to you under RCW 59.20.073, so
26 your landlord is allowed to make a one-time increase of no more than
27 10 percent to your rent and fees combined. In order to exercise this
28 one-time increase option, the landlord must have provided you with
29 notice of this option prior to the final transfer of the rental
30 agreement to you. (The landlord must include facts or attach
31 documents supporting the exemption, including evidence that proper
32 notice of this one-time increase option was provided to you prior to
33 the final transfer of the rental agreement.)"

34 NEW SECTION. **Sec. 204.** A new section is added to chapter 59.20
35 RCW to read as follows:

36 The legislature finds that the practices covered by section 201
37 of this act, section 202 of this act, section 203 of this act, RCW
38 59.20.060, 59.20.090, and 59.20.170 are matters vitally affecting the
39 public interest for the purpose of applying the consumer protection

1 act, chapter 19.86 RCW. A violation of section 201 of this act,
2 section 202 of this act, section 203 of this act, RCW 59.20.060,
3 59.20.090, or 59.20.170 by a landlord is not reasonable in relation
4 to the development and preservation of business and is an unfair or
5 deceptive act in trade or commerce and an unfair method of
6 competition for the purpose of applying the consumer protection act,
7 chapter 19.86 RCW.

8 **Sec. 205.** RCW 59.20.090 and 2019 c 23 s 5 are each amended to
9 read as follows:

10 (1) Unless otherwise agreed rental agreements shall be for a term
11 of one year. Any rental agreement of whatever duration shall be
12 automatically renewed for the term of the original rental agreement,
13 unless a different specified term is agreed upon.

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

18 (b) If a landlord intends to increase the rent and fees combined
19 in an amount of three percent or more, the landlord must provide
20 written notice to each affected tenant a minimum of 180 days before
21 the effective date of the increase. This subsection (2)(b) does not
22 apply to any tenancy in a manufactured/mobile home lot that qualifies
23 for an exemption under section 202(1) of this act.

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

27 (4)(a) The tenant may terminate the rental agreement upon
28 ~~((thirty))~~ 30 days written notice whenever a change in the location
29 of the tenant's employment requires a change in his or her residence,
30 and shall not be liable for rental following such termination unless
31 after due diligence and reasonable effort the landlord is not able to
32 rent the mobile home lot at a fair rental. If the landlord is not
33 able to rent the lot, the tenant shall remain liable for the rental
34 specified in the rental agreement until the lot is rented or the
35 original term ends.

36 (b) Any tenant who is a member of the armed forces, including the
37 national guard and armed forces reserves, or that tenant's spouse or
38 dependent, may terminate a rental agreement with less than ~~((thirty))~~
39 30 days notice if the tenant receives permanent change of station or

1 deployment orders which do not allow greater notice. The service
2 member shall provide the landlord a copy of the official military
3 orders or a signed letter from the service member's commanding
4 officer confirming any of the following criteria are met:

5 (i) The service member is required, pursuant to permanent change
6 of station orders, to move (~~(thirty-five)~~) 35 miles or more from the
7 location of the rental premises;

8 (ii) The service member is prematurely or involuntarily
9 discharged or released from active duty;

10 (iii) The service member is released from active duty after
11 having leased the rental premises while on active duty status and the
12 rental premises is (~~(thirty-five)~~) 35 miles or more from the service
13 member's home of record prior to entering active duty;

14 (iv) After entering into a rental agreement, the commanding
15 officer directs the service member to move into government provided
16 housing;

17 (v) The service member receives temporary duty orders, temporary
18 change of station orders, or state active duty orders to an area
19 (~~(thirty-five)~~) 35 miles or more from the location of the rental
20 premises, provided such orders are for a period not less than
21 (~~(ninety)~~) 90 days; or

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

26 **Sec. 206.** RCW 59.20.170 and 2004 c 136 s 2 are each amended to
27 read as follows:

28 (1) If a landlord charges a tenant any move-in fees or security
29 deposits, the move-in fees and security deposits combined may not
30 exceed one month's rent.

31 (2) All moneys paid to the landlord by the tenant as a deposit as
32 security for performance of the tenant's obligations in a rental
33 agreement shall promptly be deposited by the landlord in a trust
34 account, maintained by the landlord for the purpose of holding such
35 security deposits for tenants of the landlord, in a financial
36 institution as defined by RCW (~~(30.22.041)~~) 30A.22.041 or licensed
37 escrow agent located in Washington. (~~(Except as provided in~~
38 ~~subsection (2) of this section, unless)) Unless otherwise agreed in
39 writing, the landlord shall be entitled to receipt of interest paid~~

1 on such trust account deposits. The landlord shall provide the tenant
2 with a written receipt for the deposit and shall provide written
3 notice of the name and address and location of the depository and any
4 subsequent change thereof. If during a tenancy the status of landlord
5 is transferred to another, any sums in the deposit trust account
6 affected by such transfer shall simultaneously be transferred to an
7 equivalent trust account of the successor landlord, and the successor
8 landlord shall promptly notify the tenant of the transfer and of the
9 name, address and location of the new depository. The tenant's claim
10 to any moneys paid under this section shall be prior to that of any
11 creditor of the landlord, including a trustee in bankruptcy or
12 receiver, even if such moneys are commingled.

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

22 **Sec. 207.** RCW 59.20.060 and 2023 c 40 s 3 are each amended to
23 read as follows:

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

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

31 (b) Reasonable rules for guest parking which shall be clearly
32 stated;

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

34 (d) The name and address of the person who is the landlord, and
35 if such person does not reside in the state there shall also be
36 designated by name and address a person who resides in the county
37 where the mobile home park is located who is authorized to act as
38 agent for the purposes of service of notices and process. If no

1 designation is made of a person to act as agent, then the person to
2 whom rental payments are to be made shall be considered the agent;

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

5 (f) A forwarding address of the tenant or the name and address of
6 a person who would likely know the whereabouts of the tenant in the
7 event of an emergency or an abandonment of the mobile home,
8 manufactured home, or park model;

9 (g) A statement that: "The park may be sold or otherwise
10 transferred at any time with the result that subsequent owners may
11 close the mobile home park, or that the landlord may close the park
12 at any time after the required closure notice as provided in RCW
13 59.20.080." The statement required by this subsection must: (i)
14 Appear in print that is in boldface and is larger than the other text
15 of the rental agreement; (ii) be set off by means of a box, blank
16 space, or comparable visual device; and (iii) be located directly
17 above the tenant's signature on the rental agreement;

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

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

25 (j) A listing of the utilities, services, and facilities which
26 will be available to the tenant during the tenancy and the nature of
27 the fees, if any, to be charged together with a statement that, in
28 the event any utilities are changed to be charged independent of the
29 rent during the term of the rental agreement, the landlord agrees to
30 decrease the amount of the rent charged proportionately;

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

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

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

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

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

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

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

14 (b) Which authorizes the towing or impounding of a vehicle except
15 upon notice to the owner thereof or the tenant whose guest is the
16 owner of the vehicle;

17 (c) Which allows the landlord to alter the due date for rent
18 payment or increase the rent: (i) During the term of the rental
19 agreement if the term is less than two years, or (ii) more frequently
20 than annually if the initial term is for two years or more: PROVIDED,
21 That a rental agreement may include an escalation clause for a pro
22 rata share of any increase in the mobile home park's real property
23 taxes or utility assessments or charges, over the base taxes or
24 utility assessments or charges of the year in which the rental
25 agreement took effect, if the clause also provides for a pro rata
26 reduction in rent or other charges in the event of a reduction in
27 real property taxes or utility assessments or charges, below the base
28 year: PROVIDED FURTHER, That a rental agreement for a term exceeding
29 two years may provide for annual increases in rent in specified
30 amounts or by a formula specified in such agreement. Any rent
31 increase authorized under this subsection (2)(c) that occurs within
32 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be
33 more than one percentage point above the United States consumer price
34 index for all urban consumers, housing component, published by the
35 United States bureau of labor statistics in the periodical "Monthly
36 Labor Review and Handbook of Labor Statistics" as established
37 annually by the department of commerce;

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

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

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

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

15 (h) By which, at the time the rental agreement is entered into,
16 the landlord and tenant agree to the selection of a particular
17 arbitrator; ((or))

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

20 (j) Allowing the landlord to charge a late fee for rent that is
21 paid within five days following its due date. If rent is more than
22 five days past due, the landlord may charge late fees commencing from
23 the first day after the due date until paid. During the first month
24 that rent is past due, late fees may not exceed two percent of the
25 tenant's total rent per month. During the second month that rent is
26 past due, late fees may not exceed three percent of the tenant's
27 total rent per month. During the third month and all subsequent
28 months that rent is past due, late fees may not exceed five percent
29 of the tenant's total rent per month. Nothing in this subsection
30 prohibits a landlord from serving a notice to pay or vacate at any
31 time after the rent becomes due.

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

34 **Sec. 208.** RCW 59.20.030 and 2024 c 325 s 1 are each amended to
35 read as follows:

36 For purposes of this chapter:

37 (1) "Abandoned" as it relates to a mobile home, manufactured
38 home, or park model owned by a tenant in a mobile home park, mobile
39 home park cooperative, or mobile home park subdivision or tenancy in

1 a mobile home lot means the tenant has defaulted in rent and by
2 absence and by words or actions reasonably indicates the intention
3 not to continue tenancy;

4 (2) "Active duty" means service authorized by the president of
5 the United States, the secretary of defense, or the governor for a
6 period of more than 30 consecutive days;

7 (3) "Community land trust" means a private, nonprofit, community-
8 governed, and/or membership corporation whose mission is to acquire,
9 hold, develop, lease, and steward land for making homes, farmland,
10 gardens, businesses, and other community assets permanently
11 affordable for current and future generations. A community land
12 trust's bylaws prescribe that the governing board is comprised of
13 individuals who reside in the community land trust's service area,
14 one-third of whom are currently, or could be, community land trust
15 leaseholders;

16 (4) "Eligible organization" includes community land trusts,
17 resident nonprofit cooperatives, local governments, local housing
18 authorities, nonprofit community or neighborhood-based organizations,
19 federally recognized Indian tribes in the state of Washington, and
20 regional or statewide nonprofit housing assistance organizations,
21 whose mission aligns with the long-term preservation of the
22 manufactured/mobile home community;

23 (5) "Housing and low-income assistance organization" means an
24 organization that provides tenants living in mobile home parks,
25 manufactured housing communities, and manufactured/mobile home
26 communities with information about their rights and other pertinent
27 information;

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

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

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

35 (9) "Manufactured home" means a single-family dwelling built
36 according to the United States department of housing and urban
37 development manufactured home construction and safety standards act,
38 which is a national preemptive building code. A manufactured home
39 also: (a) Includes plumbing, heating, air conditioning, and
40 electrical systems; (b) is built on a permanent chassis; and (c) can

1 be transported in one or more sections with each section at least
2 eight feet wide and 40 feet long when transported, or when installed
3 on the site is three hundred twenty square feet or greater;

4 (10) "Manufactured/mobile home" means either a manufactured home
5 or a mobile home;

6 (11) "Mobile home" means a factory-built dwelling built prior to
7 June 15, 1976, to standards other than the United States department
8 of housing and urban development code, and acceptable under
9 applicable state codes in effect at the time of construction or
10 introduction of the home into the state. Mobile homes have not been
11 built since the introduction of the United States department of
12 housing and urban development manufactured home construction and
13 safety act;

14 (12) "Mobile home lot" means a portion of a mobile home park or
15 manufactured housing community designated as the location of one
16 mobile home, manufactured home, or park model and its accessory
17 buildings, and intended for the exclusive use as a primary residence
18 by the occupants of that mobile home, manufactured home, or park
19 model;

20 (13) "Mobile home park cooperative" or "manufactured housing
21 cooperative" means real property consisting of common areas and two
22 or more lots held out for placement of mobile homes, manufactured
23 homes, or park models in which both the individual lots and the
24 common areas are owned by an association of shareholders which leases
25 or otherwise extends the right to occupy individual lots to its own
26 members;

27 (14) "Mobile home park subdivision" or "manufactured housing
28 subdivision" means real property, whether it is called a subdivision,
29 condominium, or planned unit development, consisting of common areas
30 and two or more lots held for placement of mobile homes, manufactured
31 homes, or park models in which there is private ownership of the
32 individual lots and common, undivided ownership of the common areas
33 by owners of the individual lots;

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

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

3 (17) "Notice of sale" means a notice required under RCW 59.20.300
4 to be delivered to all tenants of a manufactured/mobile home
5 community and other specified parties within 14 days after the date
6 on which any advertisement, listing, or public or private notice is
7 first made advertising that a manufactured/mobile home community or
8 the property on which it sits is for sale or lease. A delivered
9 notice of opportunity to compete to purchase acts as a notice of
10 sale;

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

14 (19) "Orders" means written official military orders, or any
15 written notification, certification, or verification from the service
16 member's commanding officer, with respect to the service member's
17 current or future military status;

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

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

25 (22) "Qualified sale of manufactured/mobile home community" means
26 the sale, as defined in RCW 82.45.010, of land and improvements
27 comprising a manufactured/mobile home community that is transferred
28 in a single purchase to a qualified tenant organization or to an
29 eligible organization for the purpose of preserving the property as a
30 manufactured/mobile home community;

31 (23) "Qualified tenant organization" means a formal organization
32 of tenants within a manufactured/mobile home community, with the only
33 requirement for membership consisting of being a tenant. If a
34 majority of the tenants, based on home sites within the manufactured/
35 mobile home community, agree that they want to preserve the
36 manufactured/mobile home community then they will appoint a
37 spokesperson to represent the wishes of the qualified tenant
38 organization to the landlord and the landlord's representative;

39 (24) "Recreational vehicle" means a travel trailer, motor home,
40 truck camper, or camping trailer that is primarily designed and used

1 as temporary living quarters, is either self-propelled or mounted on
2 or drawn by another vehicle, is transient, is not occupied as a
3 primary residence, and is not immobilized or permanently affixed to a
4 mobile home lot;

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

11 (26) "Resident nonprofit cooperative" means a nonprofit
12 cooperative corporation formed by a group of manufactured/mobile home
13 community residents for the purpose of acquiring the manufactured/
14 mobile home community in which they reside and converting the
15 manufactured/mobile home community to a mobile home park cooperative
16 or manufactured housing cooperative;

17 ((+26+)) (27) "Service member" means an active member of the
18 United States armed forces, a member of a military reserve component,
19 or a member of the national guard who is either stationed in or a
20 resident of Washington state;

21 ((+27+)) (28) "Tenant" means any person, except a transient, who
22 rents a mobile home lot;

23 ((+28+)) (29) "Transient" means a person who rents a mobile home
24 lot for a period of less than one month for purposes other than as a
25 primary residence.

26 **PART III**
27 **MISCELLANEOUS**

28 NEW SECTION. **Sec. 301.** This act is necessary for the immediate
29 preservation of the public peace, health, or safety, or support of
30 the state government and its existing public institutions, and takes
31 effect immediately.

32 NEW SECTION. **Sec. 302.** If any provision of this act or its
33 application to any person or circumstance is held invalid, the
34 remainder of the act or the application of the provision to other
35 persons or circumstances is not affected.

1 NEW SECTION. **Sec. 303.** (1) Subject to the availability of
2 amounts appropriated for this specific purpose, the department of
3 commerce must contract with an independent third party, which may
4 include educational institutions or private entities with subject
5 matter expertise, to carry out a social vulnerability assessment of
6 the impacts of this act. At a minimum, the assessment must consider
7 the following:

8 (a) The impact of rent stabilization on extending tenancies due
9 to rent capping.

10 (b) Whether there are social vulnerability impacts on cost
11 burdened, immutable characteristic communities, or rural communities.

12 (c) Whether rent stabilization creates a disproportionate burden
13 on new or transitioning renters as a result of current tenants' rent
14 being capped.

15 (d) The impacts of rent stabilization on alternative rental
16 markets such as short-term rentals.

17 (e) The impacts of rent stabilization on state-owned or state-run
18 housing units.

19 (2) The assessment is due to the legislature no later than June
20 30, 2028, and shall be provided in compliance with RCW 43.01.036.

21 (3) This section expires July 1, 2029.

22 NEW SECTION. **Sec. 304.** If specific funding for the purposes of
23 this act, referencing this act by bill or chapter number, is not
24 provided by June 30, 2025, in the omnibus appropriations act, this
25 act is null and void.

--- END ---