
HOUSE BILL 1915

State of Washington

69th Legislature

2025 Regular Session

By Representatives Richards, Thomas, Simmons, Scott, Parshley, Pollet, and Hill

Read first time 02/10/25. Referred to Committee on Housing.

1 AN ACT Relating to strengthening tenant protections under the
2 residential landlord-tenant act and the manufactured/mobile home
3 landlord-tenant act; amending RCW 59.18.650, 59.18.650, 59.20.080,
4 59.18.410, 59.18.057, 59.18.365, and 59.18.630; providing an
5 effective date; and providing an expiration date.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 the specified time. A tenant may rescind such notice at any time
2 prior to vacating the premises.

3 (2) The following reasons listed in this subsection constitute
4 cause pursuant to subsection (1) of this section. The tenant
5 continues in possession:

6 (a) ~~((The tenant continues in possession in person or by~~
7 ~~subtenant))~~ (i) After service of at least 14 days' written notice to
8 pay or vacate as set forth in RCW 59.12.030(3), and after a default
9 in the payment of rent(~~(, and after))~~). The written notice
10 (~~(requiring))~~) must require, in the alternative, the payment of the
11 rent or the surrender of the detained premises (~~(has remained~~
12 uncomplied with for the period set forth in RCW 59.12.030(3) for
13 tenants subject to this chapter). The written notice may be served
14 at any time after the rent becomes due;

15 (ii) Notwithstanding the 14-day notice period set forth in RCW
16 59.12.030(3), a landlord must provide a tenant in a covered dwelling
17 unit with at least 30 days' advance written notice to vacate for
18 evictions stemming from nonpayment of rent;

19 (iii) For the purposes of this subsection, "covered dwelling
20 unit" means a property that:

21 (A) Participates in a covered housing program as defined in
22 section 41411(a) of the violence against women act of 1994, 34 U.S.C.
23 Sec. 12491(a), or the rural housing voucher program under section 542
24 of the housing act of 1949, 42 U.S.C. Sec. 1490r; or

25 (B) Has a federally backed mortgage loan, or federally backed
26 multifamily mortgage loan;

27 (iv) It is an affirmative defense to an unlawful detainer action
28 brought under this subsection (2)(a) for nonpayment of rent that the
29 tenant's default in the payment of rent was due to the landlord's
30 failure to maintain the condition of the dwelling unit as required by
31 RCW 59.18.060 or any other section of this chapter, the common law
32 doctrine of the implied warranty of habitability, or local
33 ordinances;

34 (v) In any action where a tenant prevails on an affirmative
35 defense provided in this subsection, the court may award the tenant
36 with damages up to and including an amount equal to:

37 (A) Damages in the amount of a dollar value that the court
38 assigns to the violation, which may include the value of rent and
39 other economic value that the tenant may prove, fees, or other costs
40 paid by the tenant; and

1 (B) Reasonable attorneys' fees and costs;

2 (vi) Any right of the tenant to seek relief through another legal
3 action is not waived by raising an affirmative defense or receiving
4 an award of damages under this subsection (2)(a);

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

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

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

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

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

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

22 (f) (~~The tenant continues in possession of the premises after~~
23 ~~the landlord serves the tenant with advance written notice pursuant~~
24 ~~to RCW 59.18.200(2)(e)~~) After service of at least 120 days' written
25 notice to vacate pursuant to RCW 59.18.200(2)(c), and after a
26 landlord plans to demolish or substantially rehabilitate the
27 premises, or plans a change of use of the premises;

28 (g) (~~The tenant continues in possession~~) After service of at
29 least 120 days' written notice to vacate pursuant to RCW 64.34.440 or
30 64.90.655, and after the owner elects to withdraw the premises from
31 the rental market to pursue a conversion of the building to a
32 condominium or other form of common interest ownership pursuant to
33 RCW 64.34.440 or 64.90.655;

34 (h) (~~The tenant continues in possession, after the landlord has~~
35 ~~provided at least 30 days' advance written notice to vacate that~~)
36 After service of at least 30 days' written notice to vacate, and
37 after: (i) The premises has been certified or condemned as
38 uninhabitable by a local agency charged with the authority to issue
39 such an order; and (ii) continued habitation of the premises would
40 subject the landlord to civil or criminal penalties. However, if the

1 terms of the local agency's order do not allow the landlord to
2 provide at least 30 days' advance written notice, the landlord must
3 provide as much advance written notice as is possible and still
4 comply with the order;

5 (i) (~~The tenant continues in possession after an owner or~~
6 ~~lessor, with whom~~) After written notice to vacate is served at least
7 20 days before the end of the rental term or period, when the tenant
8 shares the dwelling unit or access to a common kitchen or bathroom
9 area (~~, has served at least 20 days' advance written notice to vacate~~
10 ~~prior to the end of the rental term or, if a periodic tenancy, the~~
11 ~~end of the rental period~~) with an owner;

12 (j) (~~The tenant continues in possession of a dwelling unit in~~
13 ~~transitional housing after having received at least 30 days' advance~~
14 ~~written notice to vacate in advance of~~) After written notice to
15 vacate is served at least 30 days before the expiration of the
16 transitional housing program, the tenant has aged out of the
17 transitional housing program, or the tenant has completed an
18 educational or training or service program and is no longer eligible
19 to participate in the transitional housing program. Nothing in this
20 subsection (2)(j) prohibits the ending of a tenancy in transitional
21 housing for any of the other causes specified in this subsection;

22 (k) (~~The tenant continues in possession of a dwelling unit~~
23 ~~after~~) After the expiration of a rental agreement without signing a
24 proposed new rental agreement proffered by the landlord; provided,
25 that the landlord proffered the proposed new rental agreement at
26 least 30 days prior to the expiration of the current rental agreement
27 and that any new terms and conditions of the proposed new rental
28 agreement are reasonable. This subsection (2)(k) does not apply to
29 tenants whose tenancies are or have become periodic;

30 (l) (~~The tenant continues in possession after having received at~~
31 ~~least 30 days' advance written notice to vacate due to~~) After
32 service of at least 30 days' written notice to vacate, and after the
33 tenant made intentional, knowing, and material misrepresentations or
34 omissions (~~made~~) on the tenant's application at the inception of
35 the tenancy that, had these misrepresentations or omissions not been
36 made, would have resulted in the landlord requesting additional
37 information or taking an adverse action;

38 (m) (~~The tenant continues in possession after having received at~~
39 ~~least 60 days' advance written notice to vacate for other good cause~~
40 ~~prior to the end of the period or rental agreement and such~~) After

1 written notice to vacate is served at least 60 days before the end of
2 the rental term or period, and the landlord has good cause for
3 eviction which constitutes a legitimate economic or business reason
4 not covered or related to a basis for ending the lease as enumerated
5 under this subsection (2). When the landlord relies on this basis for
6 ending the tenancy, the court may stay any writ of restitution for up
7 to 60 additional days for good cause shown, including difficulty
8 procuring alternative housing. The court must condition such a stay
9 upon the tenant's continued payment of rent during the stay period.
10 Upon granting such a stay, the court must award court costs and fees
11 as allowed under this chapter;

12 (n) (i) (~~The tenant continues in possession after having received~~
13 ~~at least 60 days' written notice to vacate prior to the end of the~~
14 ~~period or rental agreement and~~) After written notice to vacate is
15 served at least 60 days before the end of the rental term or period,
16 and the tenant has committed four or more of the following
17 violations, other than ones for monetary damages, within the
18 preceding 12-month period, the tenant has remedied or cured the
19 violation, and the landlord has provided the tenant a written warning
20 notice at the time of each violation: A substantial breach of a
21 material program requirement of subsidized housing, a substantial
22 breach of a material term subscribed to by the tenant within the
23 lease or rental agreement, or a substantial breach of a tenant
24 obligation imposed by law;

25 (ii) Each written warning notice must:

26 (A) Specify the violation, including the relevant date and time
27 of the violation and the identities of the individuals involved;

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

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

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

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

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

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

39 and

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

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

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

7 (vi) This subsection (2)(n) does not absolve a landlord from
8 demonstrating by admissible evidence that the four or more violations
9 constituted breaches under (b) of this subsection at the time of the
10 violation had the tenant not remedied or cured the violation. A
11 landlord must prove the violations alleged under each of the notices;

12 (o) (~~The tenant continues in possession after having received at~~
13 ~~least 60 days' advance written notice to vacate prior to the end of~~
14 ~~the rental period or rental agreement if~~) After written notice to
15 vacate is served at least 60 days before the end of the rental term
16 or period, and after the tenant is required to register as a sex
17 offender during the tenancy, or after the tenant failed to disclose a
18 requirement to register as a sex offender to the property owner at
19 the beginning of the tenancy when such disclosure was required in the
20 rental application or otherwise known (~~to the property owner at the~~
21 ~~beginning of the tenancy~~);

22 (p) (~~The tenant continues in possession after having received at~~
23 ~~least 20 days' advance written notice to vacate prior to the end of~~
24 ~~the rental period or rental agreement if~~) After written notice to
25 vacate is served at least 20 days before the end of the rental term
26 or period, and after the tenant has made unwanted sexual advances or
27 other acts of sexual harassment directed at the property owner,
28 property manager, property employee, or another tenant based on the
29 person's race, gender, or other protected status in violation of any
30 covenant or term in the lease. For the purposes of this subsection,
31 "unlawful harassment" has the same meaning as in RCW 7.105.010.

32 (3) When a tenant has permanently vacated due to voluntary or
33 involuntary events, other than by the ending of the tenancy by the
34 landlord, a landlord must serve a notice to any remaining occupants
35 who had coresided with the tenant at least six months prior to and up
36 to the time the tenant permanently vacated, requiring the occupants
37 to either apply to become a party to the rental agreement or vacate
38 within 30 days of service of such notice. In processing any
39 application from a remaining occupant under this subsection, the
40 landlord may require the occupant to meet the same screening,

1 background, and financial criteria as would any other prospective
2 tenant to continue the tenancy. If the occupant fails to apply within
3 30 days of receipt of the notice in this subsection, or the
4 application is denied for failure to meet the criteria, the landlord
5 may commence an unlawful detainer action under this chapter. If an
6 occupant becomes a party to the tenancy pursuant to this subsection,
7 a landlord may not end the tenancy except as provided under
8 subsection (2) of this section. This subsection does not apply to
9 tenants residing in subsidized housing.

10 (4) A landlord who removes a tenant or causes a tenant to be
11 removed from a dwelling in any way in violation of this section, or
12 attempts to remove a tenant from a dwelling in any way in violation
13 of this section, is liable to the tenant for wrongful eviction, or
14 for attempted wrongful eviction, and the tenant prevailing in such an
15 action is entitled to the greater of their economic and noneconomic
16 damages or three times the monthly rent of the dwelling at issue, or
17 any other relief the court deems appropriate, and reasonable
18 attorneys' fees and court costs. In determining attempts to
19 wrongfully evict, the court may consider the following enumerated
20 factors: Threats to terminate utilities; acts of terminating
21 utilities; a predatory rent increase; threats or acts of harm or
22 violence to the tenant or tenant's family, pets, or belongings;
23 coercive words or actions; and any other facts brought before the
24 court.

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

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

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

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

1 (7) It is an affirmative defense to any unlawful detainer action
2 brought for a cause listed under subsection (2) of this section that
3 the landlord failed to provide reasonable accommodations for the
4 tenant's disability as required by federal or state law.

5 **Sec. 2.** RCW 59.18.650 and 2024 c 321 s 409 are each amended to
6 read as follows:

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

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

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

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

23 (c) If a landlord and tenant enter into a rental agreement for a
24 specified period in which the tenancy by the terms of the rental
25 agreement does not continue for an indefinite period on a month-to-
26 month or periodic basis after the end of the specified period, the
27 landlord may end such a tenancy without cause upon expiration of the
28 specified period only if:

29 (i) At the inception of the tenancy, the landlord and tenant
30 entered into a rental agreement of 12 months or more for a specified
31 period, or the landlord and tenant have continuously and without
32 interruption entered into successive rental agreements of six months
33 or more for a specified period since the inception of the tenancy;

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

38 (iii) The tenancy has not been for an indefinite period on a
39 month-to-month or periodic basis at any point since the inception of

1 the tenancy. (~~However, for any tenancy of an indefinite period in~~
2 ~~existence as of May 10, 2021, if the landlord and tenant enter into a~~
3 ~~rental agreement between May 10, 2021, and three months following the~~
4 ~~expiration of the governor's proclamation 20-19.6 or any extensions~~
5 ~~thereof, the landlord may exercise rights under this subsection~~
6 ~~(1)(c) as if the rental agreement was entered into at the inception~~
7 ~~of the tenancy provided that the rental agreement is otherwise in~~
8 ~~accordance with this subsection (1)(c).)~~)

9 (d) For all other tenancies of a specified period not covered
10 under (b) or (c) of this subsection, and for tenancies of an
11 indefinite period on a month-to-month or periodic basis, a landlord
12 may not end the tenancy except for the causes enumerated in
13 subsection (2) of this section. Upon the end date of the tenancy of a
14 specified period, the tenancy becomes a month-to-month tenancy.

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

18 (f) A tenant may end a tenancy for a specified time by providing
19 notice in writing not less than 20 days prior to the ending date of
20 the specified time. A tenant may rescind such notice at any time
21 prior to vacating the premises.

22 (2) The following reasons listed in this subsection constitute
23 cause pursuant to subsection (1) of this section. The tenant
24 continues in possession:

25 (a) (~~The tenant continues in possession in person or by~~
26 ~~subtenant)) (i) After service of at least 14 days' written notice to
27 pay or vacate as set forth in RCW 59.12.030(3), and after a default
28 in the payment of rent((, and after)). The written notice
29 ((requiring)) must require, in the alternative, the payment of the
30 rent or the surrender of the detained premises ((has remained
31 uncomplied with for the period set forth in RCW 59.12.030(3) for
32 tenants subject to this chapter)). The written notice may be served
33 at any time after the rent becomes due;~~

34 (ii) Notwithstanding the 14-day notice period set forth in RCW
35 59.12.030(3), a landlord must provide a tenant in a covered dwelling
36 unit with at least 30 days' advance written notice to vacate for
37 evictions stemming from nonpayment of rent;

38 (iii) For the purposes of this subsection, "covered dwelling
39 unit" means a property that:

1 (A) Participates in a covered housing program as defined in
2 section 41411(a) of the violence against women act of 1994, 34 U.S.C.
3 Sec. 12491(a), or the rural housing voucher program under section 542
4 of the housing act of 1949, 42 U.S.C. Sec. 1490r; or

5 (B) Has a federally backed mortgage loan, or federally backed
6 multifamily mortgage loan;

7 (iv) It is an affirmative defense to an unlawful detainer action
8 brought under this subsection (2)(a) for nonpayment of rent that the
9 tenant's default in the payment of rent was due to the landlord's
10 failure to maintain the condition of the dwelling unit as required by
11 RCW 59.18.060 or any other section of this chapter, the common law
12 doctrine of the implied warranty of habitability, or local
13 ordinances;

14 (v) In any action where a tenant prevails on an affirmative
15 defense provided in this subsection, the court may award the tenant
16 with damages up to and including an amount equal to:

17 (A) Damages in the amount of a dollar value that the court
18 assigns to the violation, which may include the value of rent and
19 other economic value that the tenant may prove, fees, or other costs
20 paid by the tenant; and

21 (B) Reasonable attorneys' fees and costs;

22 (vi) Any right of the tenant to seek relief through another legal
23 action is not waived by raising an affirmative defense or receiving
24 an award of damages under this subsection (2)(a);

25 (b) (~~The tenant continues in possession~~) ~~After service of at~~
26 least 10 days' written notice to comply or vacate, and after
27 substantial breach of a material program requirement of subsidized
28 housing, material term subscribed to by the tenant within the lease
29 or rental agreement, or a tenant obligation imposed by law, other
30 than one for monetary damages (~~, and after the landlord has served~~).
31 The written notice (~~(specifying)~~) must specify the acts or omissions
32 constituting the breach, including the relevant date and time of the
33 breach and the identities of the individuals involved, and
34 (~~requiring~~) require, in the alternative, that the breach be
35 (~~remedied or the rental agreement will end, and the breach has not~~
36 ~~been~~) adequately remedied by the date specified in the notice,
37 (~~which date must be at least 10 days after service of the notice~~)
38 or the rental agreement will end;

39 (c) (~~The tenant continues in possession after having received at~~
40 least three days' advance written notice to quit after he or she

1 ~~commits or permits~~) After service of at least three days' written
2 notice to quit, and after committing or permitting waste or nuisance
3 upon the premises, unlawful activity that affects the use and
4 enjoyment of the premises, or other substantial or repeated and
5 unreasonable interference with the use and enjoyment of the premises
6 by the landlord or neighbors of the tenant;

7 (d) (~~The tenant continues in possession~~) After service of at
8 least 90 days' written notice to vacate, and after the landlord of a
9 dwelling unit in good faith seeks possession so that the owner or his
10 or her immediate family may occupy the unit as that person's
11 principal residence and no substantially equivalent unit is vacant
12 and available to house the owner or his or her immediate family in
13 the same building(~~, and the owner has provided at least 90 days'~~
14 ~~advance written notice of the date the tenant's possession is to~~
15 ~~end~~). There is a rebuttable presumption that the owner did not act
16 in good faith if the owner or immediate family fails to occupy the
17 unit as a principal residence for at least 60 consecutive days during
18 the 90 days immediately after the tenant vacated the unit pursuant to
19 a notice to vacate using this subsection (2)(d) as the cause for the
20 lease ending;

21 (e) (~~The tenant continues in possession~~) After service of at
22 least 90 days' written notice to vacate, and after the owner elects
23 to sell a single-family residence (~~and the landlord has provided at~~
24 ~~least 90 days' advance written notice of the date the tenant's~~
25 ~~possession is to end~~). For the purposes of this subsection (2)(e),
26 an owner "elects to sell" when the owner makes reasonable attempts to
27 sell the dwelling within 30 days after the tenant has vacated,
28 including, at a minimum, listing it for sale at a reasonable price
29 with a realty agency or advertising it for sale at a reasonable price
30 by listing it on the real estate multiple listing service. There
31 shall be a rebuttable presumption that the owner did not intend to
32 sell the unit if:

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

37 (ii) Within 90 days after the date the tenant vacated or the date
38 the property was listed for sale, whichever is later, the owner
39 withdraws the rental unit from the market, the landlord rents the

1 unit to someone other than the former tenant, or the landlord
2 otherwise indicates that the owner does not intend to sell the unit;

3 ~~(f) ((The tenant continues in possession of the premises after~~
4 ~~the landlord serves the tenant with advance written notice pursuant~~
5 ~~to RCW 59.18.200(2)(c))~~ After service of at least 120 days' written
6 notice to vacate pursuant to RCW 59.18.200(2)(c), and after a
7 landlord plans to demolish or substantially rehabilitate the
8 premises, or plans a change of use of the premises;

9 ~~(g) ((The tenant continues in possession))~~ After service of at
10 least 120 days' written notice to vacate pursuant to RCW 64.90.655,
11 and after the owner elects to withdraw the premises from the rental
12 market to pursue a conversion of the building to a condominium or
13 other form of common interest ownership pursuant to RCW 64.90.655;

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

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

32 ~~(j) ((The tenant continues in possession of a dwelling unit in~~
33 ~~transitional housing after having received at least 30 days' advance~~
34 ~~written notice to vacate in advance of))~~ After written notice to
35 vacate is served at least 30 days before the expiration of the
36 transitional housing program, the tenant has aged out of the
37 transitional housing program, or the tenant has completed an
38 educational or training or service program and is no longer eligible
39 to participate in the transitional housing program. Nothing in this

1 subsection (2)(j) prohibits the ending of a tenancy in transitional
2 housing for any of the other causes specified in this subsection;

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

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

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

33 (n) (i) ~~((The tenant continues in possession after having received~~
34 ~~at least 60 days' written notice to vacate prior to the end of the~~
35 ~~period or rental agreement and))~~ After written notice to vacate is
36 served at least 60 days before the end of the rental term or period,
37 and the tenant has committed four or more of the following
38 violations, other than ones for monetary damages, within the
39 preceding 12-month period, the tenant has remedied or cured the
40 violation, and the landlord has provided the tenant a written warning

1 notice at the time of each violation: A substantial breach of a
2 material program requirement of subsidized housing, a substantial
3 breach of a material term subscribed to by the tenant within the
4 lease or rental agreement, or a substantial breach of a tenant
5 obligation imposed by law;

6 (ii) Each written warning notice must:

7 (A) Specify the violation, including the relevant date and time
8 of the violation and the identities of the individuals involved;

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

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

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

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

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

19 (B) Specify the reason for ending the lease and supporting facts;
20 and

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

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

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

27 (vi) This subsection (2)(n) does not absolve a landlord from
28 demonstrating by admissible evidence that the four or more violations
29 constituted breaches under (b) of this subsection at the time of the
30 violation had the tenant not remedied or cured the violation. A
31 landlord must prove the violations alleged under each of the notices;

32 (o) (~~The tenant continues in possession after having received at~~
33 ~~least 60 days' advance written notice to vacate prior to the end of~~
34 ~~the rental period or rental agreement if)) After written notice to
35 vacate is served at least 60 days before the end of the rental term
36 or period, and after the tenant is required to register as a sex
37 offender during the tenancy, or after the tenant failed to disclose a
38 requirement to register as a sex offender to the property owner at
39 the beginning of the tenancy when such disclosure was required in the~~

1 rental application or otherwise known (~~to the property owner at the~~
2 ~~beginning of the tenancy~~);

3 (p) (~~The tenant continues in possession after having received at~~
4 ~~least 20 days' advance written notice to vacate prior to the end of~~
5 ~~the rental period or rental agreement if~~) After written notice to
6 vacate is served at least 20 days before the end of the rental term
7 or period, and after the tenant has made unwanted sexual advances or
8 other acts of sexual harassment directed at the property owner,
9 property manager, property employee, or another tenant based on the
10 person's race, gender, or other protected status in violation of any
11 covenant or term in the lease. For the purposes of this subsection,
12 "unlawful harassment" has the same meaning as in RCW 7.105.010.

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

31 (4) A landlord who removes a tenant or causes a tenant to be
32 removed from a dwelling in any way in violation of this section, or
33 attempts to remove a tenant from a dwelling in any way in violation
34 of this section, is liable to the tenant for wrongful eviction, or
35 for attempted wrongful eviction, and the tenant prevailing in such an
36 action is entitled to the greater of their economic and noneconomic
37 damages or three times the monthly rent of the dwelling at issue, or
38 any other relief the court deems appropriate and reasonable
39 attorneys' fees and court costs. In determining attempts to
40 wrongfully evict, the court may consider the following enumerated

1 factors: Threats to terminate utilities; acts of terminating
2 utilities; a predatory rent increase; threats or acts of harm or
3 violence to the tenant or tenant's family, pets, or belongings;
4 coercive words or actions; and any other facts brought before the
5 court.

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

11 (6) All written notices required under subsection (2) of this
12 section must:

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

14 (b) Identify the facts and circumstances known and available to
15 the landlord at the time of the issuance of the notice that support
16 the cause or causes with enough specificity so as to enable the
17 tenant to respond and prepare a defense to any incidents alleged. The
18 landlord may present additional facts and circumstances regarding the
19 allegations within the notice if such evidence was unknown or
20 unavailable at the time of the issuance of the notice.

21 (7) It is an affirmative defense to any unlawful detainer action
22 brought for a cause listed under subsection (2) of this section that
23 the landlord failed to provide reasonable accommodations for the
24 tenant's disability as required by federal or state law.

25 **Sec. 3.** RCW 59.20.080 and 2024 c 325 s 5 are each amended to
26 read as follows:

27 (1) A landlord shall not terminate or fail to renew a tenancy of
28 a tenant or the occupancy of an occupant, of whatever duration except
29 for one or more of the following reasons:

30 (a) In accordance with RCW 59.20.045(6), substantial violation,
31 or repeated or periodic violations, of an enforceable rule of the
32 mobile home park as established by the landlord at the inception of
33 or during the tenancy or for violation of the tenant's duties as
34 provided in RCW 59.20.140. The tenant shall be given written notice
35 to cease the rule violation immediately. The notice shall state that
36 failure to cease the violation of the rule or any subsequent
37 violation of that or any other rule shall result in termination of
38 the tenancy, and that the tenant shall vacate the premises within 20
39 days: PROVIDED, That for a periodic violation the notice shall also

1 specify that repetition of the same violation shall result in
2 termination: PROVIDED FURTHER, That in the case of a violation of a
3 "material change" in park rules with respect to pets, tenants with
4 minor children living with them, or recreational facilities, the
5 tenant shall be given written notice under this chapter of a six
6 month period in which to comply or vacate;

7 (b) Nonpayment of rent or other charges specified in the rental
8 agreement, upon 14 days written notice to pay rent and/or other
9 charges or to vacate;

10 (c) Conviction of the tenant of a crime, commission of which
11 threatens the health, safety, or welfare of the other mobile home
12 park tenants. The tenant shall be given written notice of a 15-day
13 period in which to vacate;

14 (d) Failure of the tenant to comply with local ordinances and
15 state laws and regulations relating to mobile homes, manufactured
16 homes, or park models or mobile home, manufactured homes, or park
17 model living within a reasonable time after the tenant's receipt of
18 notice of such noncompliance from the appropriate governmental
19 agency;

20 (e) Change of land use of the mobile home park including, but not
21 limited to, closure of the mobile home park or conversion to a use
22 other than for mobile homes, manufactured homes, or park models or
23 conversion of the mobile home park to a mobile home park cooperative
24 or mobile home park subdivision. The landlord shall give the tenants
25 two years' notice, in the form of a closure notice meeting the
26 requirements of RCW 59.21.030, in advance of the effective date of
27 such change. The two-year closure notice requirement does not apply
28 if:

29 (i) The mobile home park or manufactured housing community has
30 been acquired for or is under imminent threat of condemnation;

31 (ii) The mobile home park or manufactured housing community is
32 sold or transferred to a county in order to reduce conflicting
33 residential uses near a military installation;

34 (iii) The mobile home park or manufactured housing community is
35 sold to an eligible organization;

36 (iv) The landlord provides relocation assistance of at least
37 \$15,000 for a multisection home or of at least \$10,000 for a single
38 section home, establishes a simple, straightforward, and timely
39 process for compensating the tenants for the loss of their homes and
40 actually compensates the tenants for the loss of their homes, at the

1 greater of 50 percent of their assessed market value in the tax year
2 prior to the notice of closure being issued, or \$5,000, at any point
3 during the closure notice period and prior to a change of use or sale
4 of the property. At such time as the compensation is paid, the tenant
5 shall be given written notice of at least 12 months in which to
6 vacate that includes department of commerce contact information, as
7 provided by the department of commerce, identifying financial and
8 technical assistance programs available to support eligible tenant
9 relocation activities, and the tenant shall continue to pay rent for
10 as much time as he or she remains in the mobile home park or
11 manufactured housing community. Nothing in this subsection (1)(e)(iv)
12 prevents a tenant from relocating his or her home out of the mobile
13 home park or manufactured housing community pursuant to chapter 59.21
14 RCW. In the event that a home remains in the mobile home park or
15 manufactured housing community after a tenant vacates, the landlord
16 shall be responsible for its demolition or disposal. A landlord is
17 still eligible for demolition and disposal costs pursuant to RCW
18 59.21.021. Homeowners who receive payments or financial assistance
19 from landlords as described in this subsection (1)(e)(iv) remain
20 eligible to receive other state assistance for which they may be
21 eligible including, but not limited to, relocation assistance funds
22 pursuant to RCW 59.21.021; or

23 (v) The landlord provides relocation assistance of at least
24 \$15,000 for a multisection home and of at least \$10,000 for a single
25 section home at any point during the closure notice period and prior
26 to a change of use or sale of the property. At such time as the
27 assistance is paid, the tenant shall be given written notice of at
28 least 18 months in which to vacate that includes department of
29 commerce contact information, as provided by the department of
30 commerce, identifying financial and technical assistance programs
31 available to support eligible tenant relocation activities, and the
32 tenant shall continue to pay rent for as much time as he or she
33 remains in the mobile home park or manufactured housing community.
34 Nothing in this subsection (1)(e)(v) prevents a tenant from
35 relocating his or her home out of the mobile home park or
36 manufactured housing community pursuant to chapter 59.21 RCW. In the
37 event that a home remains in the mobile home park or manufactured
38 housing community after a tenant vacates, the landlord shall be
39 responsible for its demolition or disposal. A landlord is still
40 eligible for demolition and disposal costs pursuant to RCW 59.21.021.

1 Homeowners who receive payments or financial assistance from
2 landlords as described in this subsection (1)(e)(v) remain eligible
3 to receive other state assistance for which they may be eligible
4 including, but not limited to, relocation assistance funds pursuant
5 to RCW 59.21.021;

6 (f) Engaging in "criminal activity." "Criminal activity" means a
7 criminal act defined by statute or ordinance that threatens the
8 health, safety, or welfare of the tenants. A park owner seeking to
9 evict a tenant or occupant under this subsection need not produce
10 evidence of a criminal conviction, even if the alleged misconduct
11 constitutes a criminal offense. Notice from a law enforcement agency
12 of criminal activity constitutes sufficient grounds, but not the only
13 grounds, for an eviction under this subsection. Notification of the
14 seizure of illegal drugs under RCW 59.20.155 is evidence of criminal
15 activity and is grounds for an eviction under this subsection. The
16 requirement that any tenant or occupant register as a sex offender
17 under RCW 9A.44.130 is grounds for eviction of the sex offender under
18 this subsection. If criminal activity is alleged to be a basis of
19 termination, the park owner may proceed directly to an unlawful
20 detainer action;

21 (g) The tenant's application for tenancy contained a material
22 misstatement that induced the park owner to approve the tenant as a
23 resident of the park, and the park owner discovers and acts upon the
24 misstatement within one year of the time the resident began paying
25 rent;

26 (h) If the landlord serves a tenant three 20-day notices, each of
27 which was valid under (a) of this subsection at the time of service,
28 within a 12-month period to comply or vacate for failure to comply
29 with the material terms of the rental agreement or an enforceable
30 park rule, other than failure to pay rent by the due date. The
31 applicable 12-month period shall commence on the date of the first
32 violation;

33 (i) Failure of the tenant to comply with obligations imposed upon
34 tenants by applicable provisions of municipal, county, and state
35 codes, statutes, ordinances, and regulations, including this chapter.
36 The landlord shall give the tenant written notice to comply
37 immediately. The notice must state that failure to comply will result
38 in termination of the tenancy and that the tenant shall vacate the
39 premises within 15 days;

1 (j) The tenant engages in disorderly or substantially annoying
2 conduct upon the park premises that results in the destruction of the
3 rights of others to the peaceful enjoyment and use of the premises.
4 The landlord shall give the tenant written notice to comply
5 immediately. The notice must state that failure to comply will result
6 in termination of the tenancy and that the tenant shall vacate the
7 premises within 15 days;

8 (k) The tenant creates a nuisance that materially affects the
9 health, safety, and welfare of other park residents. The landlord
10 shall give the tenant written notice to cease the conduct that
11 constitutes a nuisance immediately. The notice must describe the
12 nuisance and state (i) what the tenant must do to cease the nuisance
13 and (ii) that failure to cease the conduct will result in termination
14 of the tenancy and that the tenant shall vacate the premises in five
15 days;

16 (l) Any other substantial just cause that materially affects the
17 health, safety, and welfare of other park residents. The landlord
18 shall give the tenant written notice to comply immediately. The
19 notice must describe the harm caused by the tenant, describe what the
20 tenant must do to comply and to discontinue the harm, and state that
21 failure to comply will result in termination of the tenancy and that
22 the tenant shall vacate the premises within 15 days; or

23 (m) Failure to pay rent by the due date provided for in the
24 rental agreement three or more times in a 12-month period, commencing
25 with the date of the first violation, after service of a 14-day
26 notice to comply or vacate.

27 (2) Within five days of a notice of eviction as required by
28 subsection (1)(a) of this section, the landlord and tenant shall
29 submit any dispute to mediation. The parties may agree in writing to
30 mediation by an independent third party or through industry mediation
31 procedures. If the parties cannot agree, then mediation shall be
32 through industry mediation procedures. A duty is imposed upon both
33 parties to participate in the mediation process in good faith for a
34 period of 10 days for an eviction under subsection (1)(a) of this
35 section. It is a defense to an eviction under subsection (1)(a) of
36 this section that a landlord did not participate in the mediation
37 process in good faith.

38 (3) Except for a tenant evicted under subsection (1)(c) or (f) of
39 this section, a tenant evicted from a mobile home park under this
40 section shall be allowed 120 days within which to sell the tenant's

1 mobile home, manufactured home, or park model in place within the
2 mobile home park: PROVIDED, That the tenant remains current in the
3 payment of rent incurred after eviction, and pays any past due rent,
4 reasonable attorneys' fees and court costs at the time the rental
5 agreement is assigned. The provisions of RCW 59.20.073 regarding
6 transfer of rental agreements apply.

7 (4) Chapters 59.12 and 59.18 RCW govern the eviction of
8 recreational vehicles, as defined in RCW 59.20.030, from mobile home
9 parks. This chapter governs the eviction of mobile homes,
10 manufactured homes, park models, and recreational vehicles used as a
11 primary residence from a mobile home park.

12 (5) It is an affirmative defense to any unlawful detainer action
13 brought for a cause listed under subsection (1) of this section that
14 the landlord failed to provide reasonable accommodations for the
15 tenant's disability as required by federal or state law.

16 **Sec. 4.** RCW 59.18.410 and 2023 c 336 s 2 are each amended to
17 read as follows:

18 (1) If at trial the verdict of the jury or, if the case is tried
19 without a jury, the finding of the court is in favor of the landlord
20 and against the tenant, judgment shall be entered for the restitution
21 of the premises; and if the proceeding is for unlawful detainer after
22 neglect or failure to perform any condition or covenant of a lease or
23 agreement under which the property is held, or after default in the
24 payment of rent, the judgment shall also declare the forfeiture of
25 the lease, agreement, or tenancy. The jury, or the court, if the
26 proceedings are tried without a jury, shall also assess the damages
27 arising out of the tenancy occasioned to the landlord by any forcible
28 entry, or by any forcible or unlawful detainer, alleged in the
29 complaint and proved at trial, and, if the alleged unlawful detainer
30 is based on default in the payment of rent, find the amount of any
31 rent due, and the judgment shall be rendered against the tenant
32 liable for the forcible entry, forcible detainer, or unlawful
33 detainer for the amount of damages thus assessed, for the rent, if
34 any, found due, and late fees if such fees are due under the lease
35 and do not exceed \$75 in total. The landlord is not entitled to a
36 judgment for rent unless the basis for the unlawful detainer action
37 was nonpayment of rent. The court may award statutory costs. The
38 court may also award reasonable attorneys' fees as provided in RCW
39 59.18.290.

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

1 ~~of necessary payment information and documentation.))~~ A governmental
2 or nonprofit entity administering emergency rental assistance funds
3 may not require a landlord to accept any conditions that conflict
4 with this chapter in order to receive the emergency rental assistance
5 funds. If a judgment has been satisfied, the landlord shall file a
6 satisfaction of judgment with the court. A tenant seeking to exercise
7 rights under this subsection shall pay an additional \$50 for each
8 time the tenant was reinstated after judgment pursuant to this
9 subsection within the previous 12 months prior to payment. If payment
10 of the amount specified in this subsection is not made within five
11 court days after the entry of the judgment, the judgment may be
12 enforced for its full amount and for the possession of the premises.

13 (3) (a) Following the entry of a judgment in favor of the landlord
14 and against the tenant for the restitution of the premises and
15 forfeiture of the tenancy due to nonpayment of rent, the court, at
16 the time of the show cause hearing or trial, or upon subsequent
17 motion of the tenant but before the execution of the writ of
18 restitution, may stay the writ of restitution upon good cause and on
19 such terms that the court deems fair and just for both parties. In
20 making this decision, the court shall consider evidence of the
21 following factors:

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

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

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

28 (iv) The tenant's payment history;

29 (v) Whether the tenant is otherwise in substantial compliance
30 with the rental agreement;

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

32 (vii) Conduct related to other notices served within the last six
33 months.

34 (b) The burden of proof for such relief under this subsection (3)
35 shall be on the tenant. If the tenant seeks relief pursuant to this
36 subsection (3) at the time of the show cause hearing, the court shall
37 hear the matter at the time of the show cause hearing or as
38 expeditiously as possible so as to avoid unnecessary delay or
39 hardship on the parties.

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

1 (i) The court shall not stay the writ of restitution more than
2 (~~90 days~~) six months from the date of order, but may order
3 repayment of the judgment balance within such time. (~~If the payment~~
4 ~~plan is to exceed 30 days, the total cumulative payments for each 30-~~
5 ~~day period following the order shall be no less than one month of the~~
6 ~~tenant's share of the rent, and the total amount of the judgment and~~
7 ~~all additional rent that is due shall be paid within 90 days)) The
8 court may order a repayment plan in which the minimum monthly
9 repayment amount is \$100 per month. However, the court may grant a
10 repayment plan with a higher monthly repayment amount, not to exceed
11 one month's rent, as necessary to achieve repayment on the back-owed
12 rent within six months. Following a hearing on repayment, the court
13 shall order the issuance of a writ or the expiration of a stay if the
14 court determines that repayment is not possible because the back-owed
15 balance exceeds six months' rent, unless the court determines that
16 rental assistance will be available and may satisfy the balance in a
17 repayment period of less than six months. If the court ordered a
18 judgment that included fees and costs, including late fees, or
19 reserved judgment on such issues, the court shall not include such
20 fees in the repayment plan amount. The repayment plan described in
21 this section shall only apply to back-owed rent. If a tenant
22 successfully repays under this section, the court shall sign an order
23 waiving any fees and costs. If a tenant defaults on a repayment plan
24 under this section, the court may award fees and costs, including
25 late fees, to the landlord.~~

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

36 (iii) The sheriff may serve the writ of restitution upon the
37 tenant before the expiration of the five court days of issuance of
38 the order; however, the sheriff shall not execute the writ of
39 restitution until after expiration of the five court days in order
40 for payment to be made of one month's rent as required by (c)(ii) of

1 this subsection. In the event payment is made as provided in (c)(ii)
2 of this subsection for one month's rent, the court shall stay the
3 writ of restitution ex parte without prior notice to the landlord
4 upon the tenant filing and presenting a motion to stay with a
5 declaration of proof of payment demonstrating full compliance with
6 the required payment of one month's rent. Any order staying the writ
7 of restitution under this subsection (3)(c)(iii) shall require the
8 tenant to serve a copy of the order on the landlord by personal
9 delivery, first-class mail, facsimile, or email if agreed to by the
10 parties.

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

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

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

27 NAME(S)

28 ADDRESS

29 CITY, STATE, ZIP

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

33 DATE

34 AMOUNT

35 DATE

36 AMOUNT

37 DATE

38 AMOUNT

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

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

9 DATE

10 SIGNATURE

11 LANDLORD/AGENT

12 NAME

13 ADDRESS

14 PHONE

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

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

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

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

1 (ii) After a finding that the tenant is low-income, limited
2 resourced, or experiencing hardship, the court may issue an order:
3 (A) Finding that the landlord is eligible to receive on behalf of the
4 tenant and may apply for reimbursement from the landlord mitigation
5 program; and (B) directing the clerk to remit, without further order
6 of the court, any future payments made by the tenant in order to
7 reimburse the department of commerce pursuant to RCW
8 43.31.605(1)(b)(iii). In accordance with RCW 43.31.605(1)(b), such an
9 order must be accompanied by a copy of the order staying the writ of
10 restitution. Nothing in this subsection (3)(e) shall be deemed to
11 obligate the department of commerce to provide assistance in claim
12 reimbursement through the landlord mitigation program if there are
13 not sufficient funds.

14 (iii) If the department of commerce fails to disburse payment to
15 the landlord for the judgment pursuant to this subsection (3)(e)
16 within 30 days from submission of the application, the landlord may
17 renew an application for a writ of restitution pursuant to RCW
18 59.18.370 and for other rent owed by the tenant since the time of
19 entry of the prior judgment. In such event, the tenant may exercise
20 rights afforded under this section.

21 (iv) Upon payment by the department of commerce to the landlord
22 for the remaining or total amount of the judgment, as applicable, the
23 judgment is satisfied and the landlord shall file a satisfaction of
24 judgment with the court.

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

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

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

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

38 (4) If a tenant seeks to stay a writ of restitution issued
39 pursuant to this chapter, the court may issue an ex parte stay of the
40 writ of restitution provided the tenant or tenant's attorney submits

1 a declaration indicating good faith efforts were made to notify the
2 other party or, if no efforts were made, why notice could not be
3 provided prior to the application for an ex parte stay, and
4 describing the immediate or irreparable harm that may result if an
5 immediate stay is not granted. The court shall require service of the
6 order and motion to stay the writ of restitution by personal
7 delivery, mail, facsimile, or other means most likely to afford all
8 parties notice of the court date.

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

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

15 **Sec. 5.** RCW 59.18.057 and 2023 c 336 s 3 are each amended to
16 read as follows:

17 (1) Every 14-day notice served pursuant to RCW 59.12.030(3) must
18 be in substantially the following form:

19 "TO:

20 AND TO:

21 ADDRESS:

22 **FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES**

23 You are receiving this notice because the landlord alleges you
24 are not in compliance with the terms of the lease agreement by
25 failing to pay rent and/or utilities and/or recurring or periodic
26 charges that are past due.

27 **(1) Monthly rent due for (list month(s)): \$ (dollar amount)**

28 **AND/OR**

29 **(2) Utilities due for (list month(s)): \$ (dollar amount)**

30 **AND/OR**

31 **(3) Other recurring or periodic charges identified in the lease**
32 **for (list month(s)): \$ (dollar amount)**

33 **TOTAL AMOUNT DUE: \$ (dollar amount)**

34 **Note - payment must be made pursuant to the terms of the rental**
35 **agreement or by nonelectronic means including, but not limited to,**
36 **cashier's check, money order, or other certified funds.**

1 You must pay the total amount due to your landlord within
2 fourteen (14) days after service of this notice or you must vacate
3 the premises. Any payment you make to the landlord must first be
4 applied to the total amount due as shown on this notice. Any failure
5 to comply with this notice within fourteen (14) days after service of
6 this notice may result in a judicial proceeding that leads to your
7 eviction from the premises.

8 **The Washington state Office of the Attorney General has this**
9 **notice in multiple languages as well as information on available**
10 **resources to help you pay your rent, including state and local rental**
11 **assistance programs, on its website at [www.atg.wa.gov/landlord-](http://www.atg.wa.gov/landlord-tenant)**
12 **tenant.**

13 State law provides you the right to legal representation and the
14 court may be able to appoint a lawyer to represent you without cost
15 to you if you are a qualifying low-income renter. If you believe you
16 are a qualifying low-income renter and would like an attorney
17 appointed to represent you, please contact the Eviction Defense
18 Screening Line at 855-657-8387 or apply online at [https://](https://nwjustice.org/apply-online)
19 nwjustice.org/apply-online. For additional resources, call 2-1-1 or
20 the Northwest Justice Project CLEAR Hotline outside King County (888)
21 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111
22 for seniors (age 60 and over). You may find additional information to
23 help you at <http://www.washingtonlawhelp.org>. ((Free or low-cost
24 ~~mediation services to assist in nonpayment of rent disputes before~~
25 ~~any judicial proceedings occur are also available at dispute~~
26 ~~resolution centers throughout the state. You can find your nearest~~
27 ~~dispute resolution center at <https://www.resolutionwa.org>.)~~)

28 State law also provides you the right to receive interpreter
29 services at court.
30

31 OWNER/LANDLORD: _____ DATE: _____

32
33 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ____ (owner/landlord name) ____
34 _____ (address) _____"

35 (2) The form required in this section does not abrogate any
36 additional notice requirements to tenants as required by federal,
37 state, or local law.

1 **Sec. 6.** RCW 59.18.365 and 2021 c 115 s 11 are each amended to
2 read as follows:

3 (1) The summons must contain the names of the parties to the
4 proceeding, the attorney or attorneys if any, the court in which the
5 same is brought, the nature of the action, in concise terms, and the
6 relief sought, and also the return day; and must notify the defendant
7 to appear and answer within the time designated or that the relief
8 sought will be taken against him or her. The summons must contain a
9 street address for service of the notice of appearance or answer and,
10 if available, a facsimile number for the plaintiff or the plaintiff's
11 attorney, if represented. The summons must be served and returned in
12 the same manner as a summons in other actions is served and returned.

13 (2) A defendant may serve a copy of an answer or notice of
14 appearance by any of the following methods:

15 (a) By delivering a copy of the answer or notice of appearance to
16 the person who signed the summons at the street address listed on the
17 summons;

18 (b) By mailing a copy of the answer or notice of appearance
19 addressed to the person who signed the summons to the street address
20 listed on the summons;

21 (c) By facsimile to the facsimile number listed on the summons.
22 Service by facsimile is complete upon successful transmission to the
23 facsimile number listed upon the summons;

24 (d) As otherwise authorized by the superior court civil rules.

25 (3) The summons for unlawful detainer actions for tenancies
26 covered by this chapter shall be substantially in the following form:

27 IN THE SUPERIOR COURT OF THE
28 STATE OF WASHINGTON
29 IN AND
30 FOR COUNTY

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Plaintiff/ }
Landlord/ } NO.
Owner, }

vs. EVICTION SUMMONS
(Residential)

Defendant/
Tenant/
Occupant.

THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.
YOUR **WRITTEN**

RESPONSE MUST BE RECEIVED BY: 5:00 p.m., on

TO: (Defendant's Name)
. (Defendant's Address)

GET HELP: If you do not respond by the deadline above, you will lose your right to defend yourself or be represented by a lawyer if you cannot afford one in court and could be evicted. The court may be able to appoint a lawyer to represent you without cost to you if you are low-income and are unable to afford a lawyer. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at <https://nwjustice.org/apply-online>. For additional resources, you may call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional information to help you at <http://www.washingtonlawhelp.org>. (~~Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at <https://www.resolutionwa.org>.~~)

HOW TO RESPOND: Phone calls to your Landlord or your Landlord's lawyer are not a response. You may respond with a "notice of appearance." This is a letter that includes the following:

- (1) A statement that you are appearing in the court case

- 1 (2) Names of the landlord(s) and the tenant(s) (as listed above)
- 2 (3) Your name, your address where legal documents may be sent,
- 3 your signature, phone number (if any), and case number (if the case
- 4 is filed)

5 This case is / is not filed with the court. If this case is
6 filed, you need to also file your response with the court by
7 delivering a copy to the clerk of the court at:
8 (Clerk's Office/Address/Room number/Business hours of court clerk)

9 **WHERE TO RESPOND:** You must mail, fax, or hand deliver your
10 response letter to your Landlord's lawyer, or if no lawyer is named
11 in the complaint, to your Landlord. If you mail the response letter,
12 you must do it 3 days before the deadline above. Request receipt of a
13 proof of mailing from the post office. If you hand deliver or fax it,
14 you must do it by the deadline above. The address is:

- 15 (Attorney/Landlord Name)
- 16 (Address)
- 17 (Fax - required if available)

18 **COURT DATE:** If you respond to this Summons, you will be notified
19 of your hearing date in a document called an "Order to Show Cause."
20 This is usually mailed to you. If you get notice of a hearing, **you**
21 **must go to the hearing.** If you do not show up, your landlord can
22 evict you. Your landlord might also charge you more money. If you
23 move before the court date, you must tell your landlord or the
24 landlord's attorney.

25 **Sec. 7.** RCW 59.18.630 and 2021 c 115 s 4 are each amended to
26 read as follows:

27 (1) The eviction moratorium instituted by the governor of the
28 state of Washington's proclamation 20-19.6 shall end on June 30,
29 2021.

30 (2) If a tenant has remaining unpaid rent that accrued between
31 March 1, 2020, and six months following the expiration of the
32 eviction moratorium or the end of the public health emergency,
33 whichever is greater, the landlord must offer the tenant a reasonable
34 schedule for repayment of the unpaid rent that does not exceed
35 monthly payments equal to one-third of the monthly rental charges
36 during the period of accrued debt. If a tenant fails to accept the
37 terms of a reasonable repayment plan within 14 days of the landlord's
38 offer, the landlord may proceed with an unlawful detainer action as
39 set forth in RCW 59.12.030(3) (~~but subject to any requirements under~~

1 ~~the eviction resolution pilot program established under RCW~~
2 ~~59.18.660~~). If the tenant defaults on any rent owed under a
3 repayment plan, the landlord may apply for reimbursement from the
4 landlord mitigation program as authorized under RCW 43.31.605(1)
5 ~~((d))~~ (c) or proceed with an unlawful detainer action as set forth
6 in RCW 59.12.030(3) ~~((but subject to any requirements under the~~
7 ~~eviction resolution pilot program established under RCW 59.18.660))~~.
8 The court must consider the tenant's circumstances, including
9 decreased income or increased expenses due to COVID-19, and the
10 repayment plan terms offered during any unlawful detainer proceeding.

11 (3) Any repayment plan entered into under this section must:

12 (a) Not require payment until 30 days after the repayment plan is
13 offered to the tenant;

14 (b) Cover rent only and not any late fees, attorneys' fees, or
15 any other fees and charges;

16 (c) Allow for payments from any source of income as defined in
17 RCW 59.18.255(5) or from pledges by nonprofit organizations,
18 churches, religious institutions, or governmental entities; and

19 (d) Not include provisions or be conditioned on: The tenant's
20 compliance with the rental agreement, payment of attorneys' fees,
21 court costs, or other costs related to litigation if the tenant
22 defaults on the rental agreement; a requirement that the tenant apply
23 for governmental benefits or provide proof of receipt of governmental
24 benefits; or the tenant's waiver of any rights to a notice under RCW
25 59.12.030 or related provisions before a writ of restitution is
26 issued.

27 (4) It is a defense to an eviction under RCW 59.12.030(3) that a
28 landlord did not offer a repayment plan in conformity with this
29 section.

30 (5) To the extent available funds exist for rental assistance
31 from a federal, state, local, private, or nonprofit program, the
32 tenant or landlord may continue to seek rental assistance to reduce
33 and/or eliminate the unpaid rent balance.

34 NEW SECTION. **Sec. 8.** Section 1 of this act expires January 1,
35 2028.

1 NEW SECTION. **Sec. 9.** Section 2 of this act takes effect January
2 1, 2028.

--- END ---