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**SUBSTITUTE SENATE BILL 5222**

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**State of Washington**

**69th Legislature**

**2025 Regular Session**

**By** Senate Housing (originally sponsored by Senators Trudeau, Chapman, Bateman, Conway, Frame, Hasegawa, Lovelett, Nobles, Orwall, Pedersen, Riccelli, Robinson, Saldaña, Slatter, Stanford, Valdez, and C. Wilson)

READ FIRST TIME 02/20/25.

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, in an amount greater than seven  
11 percent.

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

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

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

34 (4) A landlord may not charge a higher rent or fees or include  
35 terms of payment or other material conditions in a rental agreement  
36 that are more burdensome to a tenant for a month-to-month rental  
37 agreement than for a rental agreement where the term is greater or  
38 lesser than month-to-month, or vice versa.

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

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

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

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

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

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

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

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

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

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

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

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

34 (i) Public housing authority;

35 (ii) Public development authority;

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

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

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

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

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

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

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

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

24 (b) A corporation; or

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

27 NEW SECTION. **Sec. 103.** A new section is added to chapter 59.18  
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 59.18.140 and  
32 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 TENANT(S): (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 101 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 102 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 102 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 102 of this act (check one of the following):

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

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

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

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

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

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

32 The legislature finds that the practices covered by section 101  
33 of this act, section 102 of this act, section 103 of this act, RCW  
34 59.18.140, 59.18.170, 59.18.200, 59.18.270, and 59.18.650 are matters  
35 vitally affecting the public interest for the purpose of applying the  
36 consumer protection act, chapter 19.86 RCW. A violation of section  
37 101 of this act, section 102 of this act, section 103 of this act,  
38 RCW 59.18.140, 59.18.170, 59.18.200, 59.18.270, or 59.18.650 by a  
39 landlord is not reasonable in relation to the development and

1 preservation of business and is an unfair or deceptive act in trade  
2 or commerce and an unfair method of competition for the purpose of  
3 applying the consumer protection act, chapter 19.86 RCW.

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

6 (1) The department of commerce shall create an online landlord  
7 resource center to distribute information to landlords about  
8 available programs and resources including, but not limited to, the  
9 following:

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

19 (2)(a) The attorney general, in consultation with appropriate  
20 stakeholders, shall publish model lease provisions regarding rent and  
21 fee increases that comply with the requirements in this chapter.

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

26 (c) The office of the attorney general shall publish the model  
27 lease provisions regarding rent and fee increases in the following  
28 formats:

- 29 (i) A full digital version available on the office of the  
30 attorney general's website; and
- 31 (ii) Hard copy versions made available upon request to landlords,  
32 tenants, and any other relevant entities identified by the office of  
33 the attorney general.

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

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

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

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

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

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

30       (c) If a landlord intends to increase the rent and fees combined  
31 in an amount of three percent or more, the landlord must provide  
32 written notice to each affected tenant a minimum of 180 days before  
33 the effective date of the increase. This subsection (3)(c) does not  
34 apply to any tenancy in a dwelling unit qualifying for an exemption  
35 under section 102(1) (b) and (c) of this act.

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

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

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

36       (3) Subsection (1) of this section does not apply if the rental  
37 agreement governs a subsidized tenancy where the amount of rent is  
38 based on, in whole or in part, a percentage of the income of the  
39 tenant or other circumstances specific to the subsidized household.  
40 However, for purposes of this section, a subsidized tenancy does not

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

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

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

14 (2) The landlord may not charge a late fee for rent that is paid  
15 within five days following its due date. If rent is more than five  
16 days past due, the landlord may charge late fees commencing from the  
17 first day after the due date until paid. Late fees may not exceed 1.5  
18 percent of the tenant's total rent per month. Nothing in this  
19 subsection prohibits a landlord from serving a notice to pay or  
20 vacate at any time after the rent becomes due.

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

## 33 **PART II**

### 34 **MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT**

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

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

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

7 (b) During any 12-month period, in an amount greater than seven  
8 percent.

9 (2) If a landlord increases the rent and fees combined above the  
10 amount allowed in subsection (1) of this section as authorized by an  
11 exemption under section 202 of this act, the landlord must include  
12 facts supporting any claimed exemptions in the written notice of the  
13 rent increase. Notice must comply with this section, section 203 of  
14 this act, RCW 59.20.090(2), and be served in accordance with RCW  
15 59.12.040.

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

28 (4) A landlord may not charge a higher rent or fees or include  
29 terms of payment or other material conditions in a rental agreement  
30 that are more burdensome to a tenant for a month-to-month rental  
31 agreement than for a rental agreement where the term is greater than  
32 month-to-month, or vice versa.

33 (5) A landlord who engages in practices in violation of this  
34 section, section 202 of this act, section 203 of this act, RCW  
35 59.20.060, 59.20.090, or 59.20.170 is liable for:

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

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

1 (c) Reasonable attorneys' fees and costs incurred in bringing the  
2 action.

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

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

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

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

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

17 A landlord may increase rent and fees combined in an amount  
18 greater than allowed under section 201 of this act only as authorized  
19 by the exemptions described in this section or as provided in RCW  
20 59.20.060(2)(c).

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

23 (a) A tenancy in a manufactured/mobile home lot owned by a:

24 (i) Public housing authority;

25 (ii) Public development authority; or

26 (iii) Nonprofit organization, where maximum rents are regulated  
27 by other laws or local, state, or federal affordable housing program  
28 requirements; or

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

32 (2) During the first 12 months after the qualified sale of a  
33 manufactured/mobile home community to an eligible organization as  
34 defined in RCW 59.20.030 whose mission aligns with the long-term  
35 preservation and affordability of the manufactured/mobile home  
36 community, the eligible organization may increase the annual rent and  
37 fees combined for the manufactured/mobile home community in an amount  
38 greater than allowed under section 201 of this act as needed to cover  
39 the cost of purchasing the manufactured/mobile home community if the

1 increase is approved by vote or agreement with the majority of the  
2 manufactured/mobile home owners in the manufactured/mobile home  
3 community.

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

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

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

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

23 AT ADDRESS: (tenant address)

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

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

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

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

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

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

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

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

7       \_\_\_ A lower rent and/or fee increase than the maximum allowed by  
8 state law.

9       \_\_\_ The maximum rent and/or fee increase allowed by state law.

10       \_\_\_ Authorized by an exemption under section 202 of this act. If  
11 the rent and/or fee increase is authorized by an exemption, your  
12 landlord must fill out the section of the form below.

13               **EXEMPTIONS CLAIMED BY LANDLORD**

14       Under penalty of perjury, I (landlord name) certify that I am  
15 allowed under Washington state law to raise your rent and fees by  
16 (percent), which is more than the maximum increase otherwise allowed  
17 by state law, because I am claiming the following exemption under  
18 section 202 of this act (check one of the following):

19       \_\_\_ You live on a manufactured/mobile home lot owned by a public  
20 housing authority, public development authority, or nonprofit  
21 organization where maximum rents are regulated by other laws or  
22 local, state, or federal affordable housing program requirements, or  
23 a qualified low-income housing development as defined in RCW  
24 82.45.010, where the property is owned by a public housing authority,  
25 public development authority, or nonprofit organization. (The  
26 landlord must include facts or attach documents supporting the  
27 exemption.)

28       \_\_\_ You live in a manufactured/mobile home community that was  
29 purchased during the past 12 months by an eligible organization as  
30 defined in RCW 59.20.030 whose mission aligns with the long-term  
31 preservation and affordability of your manufactured/mobile home  
32 community, so the eligible organization may increase the annual rent  
33 and fees combined for your manufactured/mobile home community in an  
34 amount greater than allowed under section 201 of this act as needed  
35 to cover the cost of purchasing your manufactured/mobile home  
36 community if the increase is approved by vote or agreement with the  
37 majority of the manufactured/mobile home owners in your manufactured/  
38 mobile home community. (The landlord must include facts or attach  
39 documents supporting the exemption.)"

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

3        The legislature finds that the practices covered by section 201  
4    of this act, section 202 of this act, section 203 of this act, RCW  
5    59.20.060, 59.20.090, and 59.20.170 are matters vitally affecting the  
6    public interest for the purpose of applying the consumer protection  
7    act, chapter 19.86 RCW. A violation of section 201 of this act,  
8    section 202 of this act, section 203 of this act, RCW 59.20.060,  
9    59.20.090, or 59.20.170 by a landlord is not reasonable in relation  
10   to the development and preservation of business and is an unfair or  
11   deceptive act in trade or commerce and an unfair method of  
12   competition for the purpose of applying the consumer protection act,  
13   chapter 19.86 RCW.

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

16        (1) Unless otherwise agreed rental agreements shall be for a term  
17    of one year. Any rental agreement of whatever duration shall be  
18    automatically renewed for the term of the original rental agreement,  
19    unless a different specified term is agreed upon.

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

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

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

33        (4)(a) The tenant may terminate the rental agreement upon  
34    ((thirty)) 30 days written notice whenever a change in the location  
35    of the tenant's employment requires a change in his or her residence,  
36    and shall not be liable for rental following such termination unless  
37    after due diligence and reasonable effort the landlord is not able to  
38    rent the mobile home lot at a fair rental. If the landlord is not  
39    able to rent the lot, the tenant shall remain liable for the rental

1 specified in the rental agreement until the lot is rented or the  
2 original term ends.

3 (b) Any tenant who is a member of the armed forces, including the  
4 national guard and armed forces reserves, or that tenant's spouse or  
5 dependent, may terminate a rental agreement with less than (~~thirty~~)  
6 30 days notice if the tenant receives permanent change of station or  
7 deployment orders which do not allow greater notice. The service  
8 member shall provide the landlord a copy of the official military  
9 orders or a signed letter from the service member's commanding  
10 officer confirming any of the following criteria are met:

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

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

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

20 (iv) After entering into a rental agreement, the commanding  
21 officer directs the service member to move into government provided  
22 housing;

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

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

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

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

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

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

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

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

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

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

37 (b) Reasonable rules for guest parking which shall be clearly  
38 stated;

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

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

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

10 (f) A forwarding address of the tenant or the name and address of  
11 a person who would likely know the whereabouts of the tenant in the  
12 event of an emergency or an abandonment of the mobile home,  
13 manufactured home, or park model;

14 (g) A statement that: "The park may be sold or otherwise  
15 transferred at any time with the result that subsequent owners may  
16 close the mobile home park, or that the landlord may close the park  
17 at any time after the required closure notice as provided in RCW  
18 59.20.080." The statement required by this subsection must: (i)  
19 Appear in print that is in boldface and is larger than the other text  
20 of the rental agreement; (ii) be set off by means of a box, blank  
21 space, or comparable visual device; and (iii) be located directly  
22 above the tenant's signature on the rental agreement;

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

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

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

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

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

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

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

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

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

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

19 (b) Which authorizes the towing or impounding of a vehicle except  
20 upon notice to the owner thereof or the tenant whose guest is the  
21 owner of the vehicle;

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

1 Labor Review and Handbook of Labor Statistics" as established  
2 annually by the department of commerce;

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

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

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

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

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

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

24 (j) Allowing the landlord to charge a late fee for rent that is  
25 paid within five days following its due date. If rent is more than  
26 five days past due, the landlord may charge late fees commencing from  
27 the first day after the due date until paid. Late fees may not exceed  
28 1.5 percent of the tenant's total rent per month. Nothing in this  
29 subsection prohibits a landlord from serving a notice to pay or  
30 vacate at any time after the rent becomes due.

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

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

35 For purposes of this chapter:

36 (1) "Abandoned" as it relates to a mobile home, manufactured  
37 home, or park model owned by a tenant in a mobile home park, mobile  
38 home park cooperative, or mobile home park subdivision or tenancy in  
39 a mobile home lot means the tenant has defaulted in rent and by

1 absence and by words or actions reasonably indicates the intention  
2 not to continue tenancy;

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

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

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

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

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

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

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

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

1 eight feet wide and 40 feet long when transported, or when installed  
2 on the site is three hundred twenty square feet or greater;

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

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

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

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

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

33 (15) "Mobile home park," "manufactured housing community," or  
34 "manufactured/mobile home community" means any real property which is  
35 rented or held out for rent to others for the placement of two or  
36 more mobile homes, manufactured homes, or park models for the primary  
37 purpose of production of income, except where such real property is  
38 rented or held out for rent for seasonal recreational purpose only  
39 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) The department of commerce must  
2 contract with an independent third party, which may include  
3 educational institutions or private entities with subject matter  
4 expertise, to carry out a social vulnerability assessment of the  
5 impacts of this act. At a minimum, the assessment must consider the  
6 following:

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

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

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

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

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

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

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

--- END ---