

1 (b) A federal housing program administered by a city or county
2 government;

3 (c) An affordable housing levy authorized under RCW 84.52.105; or

4 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
5 any of the surcharges authorized in chapter 43.185C RCW.

6 (38) "Transitional housing" means housing units owned, operated,
7 or managed by a nonprofit organization or governmental entity in
8 which supportive services are provided to individuals and families
9 that were formerly homeless, with the intent to stabilize them and
10 move them to permanent housing within a period of not more than
11 twenty-four months, or longer if the program is limited to tenants
12 within a specified age range or the program is intended for tenants
13 in need of time to complete and transition from educational or
14 training or service programs.

15 NEW SECTION. Sec. 2. A new section is added to chapter 59.18
16 RCW to read as follows:

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

21 (b) If a landlord and tenant enter into a rental agreement that
22 provides for the tenancy to continue for an indefinite period on a
23 month-to-month or periodic basis after the agreement expires, the
24 landlord may not end the tenancy except for the causes enumerated in
25 subsection (2) of this section; however, a landlord may end such a
26 tenancy at the end of the initial period of the rental agreement
27 without cause only if:

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

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

33 (c) If a landlord and tenant enter into a rental agreement for a
34 specified period in which the tenancy by the terms of the rental
35 agreement does not continue for an indefinite period on a month-to-
36 month or periodic basis after the end of the specified period, the
37 landlord may end such a tenancy without cause upon expiration of the
38 specified period only if:

1 (i) At the inception of the tenancy, the landlord and tenant
2 entered into a rental agreement of 12 months or more for a specified
3 period, or the landlord and tenant have continuously and without
4 interruption entered into successive rental agreements of six months
5 or more for a specified period since the inception of the tenancy;

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

10 (iii) The tenancy has not been for an indefinite period on a
11 month-to-month or periodic basis at any point since the inception of
12 the tenancy. However, for any tenancy of an indefinite period in
13 existence as of the effective date of this section, if the landlord
14 and tenant enter into a rental agreement between the effective date
15 of this section and three months following the expiration of the
16 governor's proclamation 20-19.6 or any extensions thereof, the
17 landlord may exercise rights under this subsection (1)(c) as if the
18 rental agreement was entered into at the inception of the tenancy
19 provided that the rental agreement is otherwise in accordance with
20 this subsection (1)(c).

21 (d) For all other tenancies of a specified period not covered
22 under (b) or (c) of this subsection, and for tenancies of an
23 indefinite period on a month-to-month or periodic basis, a landlord
24 may not end the tenancy except for the causes enumerated in
25 subsection (2) of this section. Upon the end date of the tenancy of a
26 specified period, the tenancy becomes a month-to-month tenancy.

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

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

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

35 (a) The tenant continues in possession in person or by subtenant
36 after a default in the payment of rent, and after written notice
37 requiring, in the alternative, the payment of the rent or the
38 surrender of the detained premises has remained uncomplied with for
39 the period set forth in RCW 59.12.030(3) for tenants subject to this

1 chapter. The written notice may be served at any time after the rent
2 becomes due;

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

13 (c) The tenant continues in possession after having received at
14 least three days' advance written notice to quit after he or she
15 commits or permits waste or nuisance upon the premises, unlawful
16 activity that affects the use and enjoyment of the premises, or other
17 substantial or repeated and unreasonable interference with the use
18 and enjoyment of the premises by the landlord or neighbors of the
19 tenant;

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

33 (e) The tenant continues in possession after the owner elects to
34 sell a single-family residence and the landlord has provided at least
35 90 days' advance written notice of the date the tenant's possession
36 is to end. For the purposes of this subsection (2)(e), an owner
37 "elects to sell" when the owner makes reasonable attempts to sell the
38 dwelling within 30 days after the tenant has vacated, including, at a
39 minimum, listing it for sale at a reasonable price with a realty
40 agency or advertising it for sale at a reasonable price by listing it

1 on the real estate multiple listing service. There shall be a
2 rebuttable presumption that the owner did not intend to sell the unit
3 if:

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

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

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

16 (g) The tenant continues in possession after the owner elects to
17 withdraw the premises to pursue a conversion pursuant to RCW
18 64.34.440 or 64.90.655;

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

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

33 (j) The tenant continues in possession of a dwelling unit in
34 transitional housing after having received at least 30 days' advance
35 written notice to vacate, in advance of 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 after
4 the expiration of a rental agreement without signing a proposed new
5 rental agreement proffered by the landlord; provided, that the
6 landlord proffered the proposed new rental agreement at least 30 days
7 prior to the expiration of the current rental agreement and that any
8 new terms and conditions of the proposed new rental agreement are
9 reasonable. This subsection (2)(k) does not apply to tenants whose
10 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 intentional,
13 knowing, and material misrepresentations or omissions made on the
14 tenant's application at the inception of the tenancy that, had these
15 misrepresentations or omissions not been made, would have resulted in
16 the landlord requesting additional information or taking an adverse
17 action;

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

30 (n)(i) The tenant continues in possession after having received
31 at least 60 days' written notice to vacate prior to the end of the
32 period or rental agreement and the tenant has committed four or more
33 of the following violations, other than ones for monetary damages,
34 within the preceding 12-month period, the tenant has remedied or
35 cured the violation, and the landlord has provided the tenant a
36 written warning notice at the time of each violation: A substantial
37 breach of a material program requirement of subsidized housing, a
38 substantial breach of a material term subscribed to by the tenant
39 within the lease or rental agreement, or a substantial breach of a
40 tenant obligation imposed by law;

1 (ii) Each written warning notice must:

2 (A) Specify the violation;

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

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

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

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

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

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

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

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

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

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

25 (o) The tenant continues in possession after having received at
26 least 60 days' advance written notice to vacate prior to the end of
27 the rental period or rental agreement if the tenant is required to
28 register as a sex offender during the tenancy, or failed to disclose
29 a requirement to register as a sex offender when required in the
30 rental application or otherwise known to the property owner at the
31 beginning of the tenancy;

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

39 (3) When a tenant has permanently vacated due to voluntary or
40 involuntary events, other than by the ending of the tenancy by the

1 landlord, a landlord must serve a notice to any remaining occupants
2 who had coresided with the tenant at least six months prior to and up
3 to the time the tenant permanently vacated, requiring the occupants
4 to either apply to become a party to the rental agreement or vacate
5 within 30 days of service of such notice. In processing any
6 application from a remaining occupant under this subsection, the
7 landlord may require the occupant to meet the same screening,
8 background, and financial criteria as would any other prospective
9 tenant to continue the tenancy. If the occupant fails to apply within
10 30 days of receipt of the notice in this subsection, or the
11 application is denied for failure to meet the criteria, the landlord
12 may commence an unlawful detainer action under this chapter. If an
13 occupant becomes a party to the tenancy pursuant to this subsection,
14 a landlord may not end the tenancy except as provided under
15 subsection (2) of this section. This subsection does not apply to
16 tenants residing in subsidized housing.

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

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

28 (6) All written notices required under subsection (2) of this
29 section must:

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

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

38 **Sec. 3.** RCW 59.18.200 and 2019 c 339 s 1 and 2019 c 23 s 2 are
39 each reenacted and amended to read as follows: