
ENGROSSED HOUSE BILL 1217

State of Washington

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

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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, 59.20.170, 59.20.060, and 59.20.030; adding
9 new sections to chapter 59.18 RCW; adding new sections to chapter
10 59.20 RCW; creating new sections; prescribing penalties; providing an
11 expiration date; and declaring an emergency.

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

13 **PART I**

14 **RESIDENTIAL LANDLORD-TENANT ACT**

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

17 (1)(a) Except as authorized by an exemption under section 102 of
18 this act, a landlord may not increase the rent for any type of
19 tenancy, regardless of whether the tenancy is month-to-month or for a
20 term greater or lesser than month-to-month:

(i) During the first 12 months after the tenancy begins; and
(ii) During any 12-month period of the tenancy, in an amount greater than seven percent.

(b) This subsection (1) does not prohibit a landlord from adjusting the rent by any amount after a tenant vacates the dwelling unit and the tenancy ends.

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

(3) If a landlord increases rent above the amount allowed in subsection (1) of this section and the increase is not authorized by an exemption under section 102 of this act, the tenant must offer the landlord an opportunity to cure the unauthorized increase by providing the landlord with a written demand to reduce the increase to an amount that complies with the limit created in this section. In addition to any other remedies or relief available under this chapter or other law, the tenant may terminate the rental agreement at any time prior to the effective date of the increase by providing the landlord with written notice at least 20 days before terminating the rental agreement. If a tenant terminates a rental agreement under this subsection, the tenant owes rent for the full month in which the tenant vacates the dwelling unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.

(4)(a) Except as provided in (b) of this subsection, a landlord may not include terms of payment or other material conditions in a rental agreement that are more burdensome to a tenant for a month-to-month rental agreement than for a rental agreement where the term is greater or lesser than month-to-month, or vice versa.

(b) A landlord must provide parity between lease types with respect to the amount of rent charged for a specific dwelling unit. For the purposes of this subsection, "parity between lease types" means that, for leases or rental agreements that a landlord offers for a specific dwelling unit, the landlord may not charge a tenant more than a five percent difference in rent depending on the type of lease or rental agreement offered, regardless of whether the type of lease or rental agreement offered is on a month-to-month or other

1 periodic basis or for a specified period. This five percent
2 difference may not cause the rent charged for a specific dwelling
3 unit to exceed the rent increase limit in subsection (1) of this
4 section.

5 (5) A tenant or the attorney general may bring an action in a
6 court of competent jurisdiction to enforce compliance with this
7 section or section 102 of this act, section 103 of this act, or RCW
8 59.18.140. If the court finds that a landlord violated any of the
9 laws listed in this subsection, the court shall award the following
10 damages and attorneys' fees and costs to the tenant:

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

13 (b) Damages in an amount of up to three months of any unlawful
14 rent, fees, or other costs charged by the landlord; and

15 (c) Reasonable attorneys' fees and costs incurred in bringing the
16 action.

17 (6) The remedies provided by this section are in addition to any
18 other remedies provided by law.

19 (7) A landlord may not report the tenant to a tenant screening
20 service provider for failure to pay the portion of the tenant's rent
21 that was unlawfully increased in violation of this section.

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

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

29 (a) A tenancy in a dwelling unit for which the first certificate
30 of occupancy was issued 12 or less years before the date of the
31 notice of the rent increase.

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

33 (i) Public housing authority;

34 (ii) Public development authority;

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

38 (iv) Nonprofit entity, as defined in RCW 84.36.560, where a
39 nonprofit organization, housing authority, or public development

1 authority has the majority decision-making power on behalf of the
2 general partner, and where maximum rents are regulated by other laws
3 or local, state, or federal affordable housing program requirements.

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

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

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

14 (f) A tenancy in a duplex, triplex, or fourplex in which the
15 owner occupied one of the units as the owner's principal place of
16 residence at the beginning of the tenancy, so long as the owner
17 continues the occupancy.

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

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

22 (b) A corporation; or

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

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

27 (1) A landlord must provide a tenant with notice of rent
28 increases in substantially the following form. Notice under this
29 section must comply with the requirements in RCW 59.18.140 and be
30 served in accordance with RCW 59.12.040.

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

1 of affordable housing where maximum unit rents are limited by area
2 median income levels and a tenant's base rent does not change as the
3 tenant's income does.

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

5 AT ADDRESS: (tenant address)

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

7 This notice is required by Washington state law to inform you of
8 your rights regarding rent and fee increases. Your rent or rental
9 amount includes all recurring and periodic charges, sometimes
10 referred to as rent and fees, identified in your rental agreement for
11 the use and occupancy of your rental unit. Washington state limits
12 how much your landlord can raise your rent and any other recurring or
13 periodic charges for the use and occupancy of your rental unit.

14 (1) Your landlord can raise your rent and any other recurring or
15 periodic charges identified in the rental agreement for use and
16 occupancy of your rental unit once every 12 months by up to seven
17 percent, as allowed by section 101 of this act. Your landlord is not
18 required to raise the rent or other recurring or periodic charges by
19 any amount.

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

25 (3) Your landlord must properly and fully complete the form below
26 to notify you of any increases in rent and other recurring or
27 periodic charges and any exemptions claimed.

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

29 ☐ Raise your rent and/or other recurring or periodic charges:
30 Your total increase for rent and other recurring or periodic charges
31 effective (date) will be (percent), which totals an additional \$
32 (dollar amount) per month, for a new total amount of \$(dollar amount)
33 per month for rent and other recurring or periodic charges.

34 This increase for rent and/or other recurring or periodic charges
35 is allowed by state law and is (check one of the following):

36 ☐ A lower increase than the maximum allowed by state law.

37 ☐ The maximum increase allowed by state law.

38 ☐ Authorized by an exemption under section 102 of this act. If
39 the increase is authorized by an exemption, your landlord must fill
40 out the section of the form below.

1 **EXEMPTIONS CLAIMED BY LANDLORD**

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

8 ___ The first certificate of occupancy for your dwelling unit was
9 issued on (insert date), which is 12 or less years before the date of
10 this increase notice for rent and other recurring or periodic
11 charges. (The landlord must include facts or attach documents
12 supporting the exemption.)

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

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

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

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

35 **Sec. 104.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
36 read as follows:

37 (1) The tenant shall conform to all reasonable obligations or
38 restrictions, whether denominated by the landlord as rules, rental
39 agreement, rent, or otherwise, concerning the use, occupation, and

1 maintenance of his or her dwelling unit, appurtenances thereto, and
2 the property of which the dwelling unit is a part if such obligations
3 and restrictions are not in violation of any of the terms of this
4 chapter and are not otherwise contrary to law, and if such
5 obligations and restrictions are brought to the attention of the
6 tenant at the time of his or her initial occupancy of the dwelling
7 unit and thus become part of the rental agreement.

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

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

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

25 (c) For a tenant whose lease or rental agreement was entered into
26 or renewed before the effective date of this section and whose
27 tenancy is for a specified time, if the lease or rental agreement has
28 more than 60 days but less than 90 days left before the end of the
29 specified time as of the effective date of this section, the landlord
30 must provide written notice to the affected tenant a minimum of 60
31 days before the effective date of an increase in the amount of rent.

32 PART II

33 MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT

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

36 (1) Except as authorized by an exemption under section 202 of
37 this act and as provided in RCW 59.20.060(2)(c), a landlord may not

1 increase the rent for any type of tenancy, regardless of whether the
2 tenancy is month-to-month or for a term greater than month-to-month:

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

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

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

12 (3) If a landlord increases rent above the amount allowed in
13 subsection (1) of this section and the increase is not authorized by
14 an exemption under section 202 of this act, the tenant must offer the
15 landlord an opportunity to cure the unauthorized increase by
16 providing the landlord with a written demand to reduce the increase
17 to an amount that complies with the limit created in this section. In
18 addition to any other remedies or relief available under this chapter
19 or other law, the tenant may terminate the rental agreement at any
20 time prior to the effective date of the increase by providing the
21 landlord with written notice at least 30 days before terminating the
22 rental agreement. If a tenant terminates a rental agreement under
23 this subsection, the tenant owes rent for the full month in which the
24 tenant vacates the manufactured/mobile home lot. A landlord may not
25 charge a tenant any fines or fees for terminating a rental agreement
26 under this subsection.

27 (4) A tenant or the attorney general may bring an action in a
28 court of competent jurisdiction to enforce compliance with this
29 section or section 202 of this act, section 203 of this act, RCW
30 59.20.060, or 59.20.170. If the court finds that a landlord violated
31 any of the laws listed in this subsection, the court shall award the
32 following damages and attorneys' fees and costs to the tenant:

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

35 (b) Damages in an amount of up to three months of any unlawful
36 rent, fees, or other costs charged by the landlord; and

37 (c) Reasonable attorneys' fees and costs incurred in bringing the
38 action.

39 (5) The remedies provided by this section are in addition to any
40 other remedies provided by law.

1 (6) A landlord may not report a tenant to a tenant screening
2 service provider for failure to pay the portion of the tenant's rent
3 that was unlawfully increased in violation of this section.

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

6 A landlord may increase rent in an amount greater than allowed
7 under section 201 of this act only as authorized by the exemptions
8 described in this section or as provided in RCW 59.20.060(2)(c).

9 (1) Rent increases are not limited by section 201 of this act for
10 any of the following types of tenancies:

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

12 (i) Public housing authority;

13 (ii) Public development authority; or

14 (iii) Nonprofit organization, where maximum rents are regulated
15 by other laws or local, state, or federal affordable housing program
16 requirements; or

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

20 (2) During the first 12 months after the qualified sale of a
21 manufactured/mobile home community to an eligible organization as
22 defined in RCW 59.20.030 whose mission aligns with the long-term
23 preservation and affordability of the manufactured/mobile home
24 community, the eligible organization may increase the rent for the
25 manufactured/mobile home community in an amount greater than allowed
26 under section 201 of this act as needed to cover the cost of
27 purchasing the manufactured/mobile home community if the increase is
28 approved by vote or agreement with the majority of the manufactured/
29 mobile home owners in the manufactured/mobile home community.

30 (3) If a rental agreement is transferred under RCW 59.20.073 due
31 to a former tenant's sale of a manufactured/mobile home, the landlord
32 has the option to make a one-time increase of no more than 10 percent
33 to the rent for the manufactured/mobile home lot at the time of the
34 first renewal of the rental agreement after the transfer. A landlord
35 must provide the manufactured/mobile home buyer with notice of this
36 one-time increase option prior to the final transfer of the rental
37 agreement to the buyer. If a landlord exercises this one-time
38 increase option, evidence that the proper notice was provided to the
39 buyer prior to the final transfer of the rental agreement must be

1 included along with the notice required under section 203 of this
2 act.

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

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

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

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

22 AT ADDRESS: (tenant address)

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

24 This notice is required by Washington state law to inform you of
25 your rights regarding rent and fee increases. Your rent or rental
26 amount includes all recurring and periodic charges, sometimes
27 referred to as rent and fees, identified in your rental agreement for
28 the use and occupancy of your manufactured/mobile home lot.
29 Washington state limits how much your landlord can raise your rent
30 and any other recurring or periodic charges for the use and occupancy
31 of your manufactured/mobile home lot.

32 (1) Your landlord can raise your rent and other recurring or
33 periodic charges once every 12 months by up to seven percent, as
34 allowed by section 201 of this act. Your landlord is not required to
35 raise the rent or other recurring or periodic charges by any amount.

36 (2) Your landlord may be exempt from the seven percent limit on
37 increases for rent and other recurring or periodic charges for the
38 reasons described in section 202 of this act. If your landlord claims

an exemption, your landlord is required to include supporting facts with this notice.

(3) Your landlord must properly and fully complete the form below to notify you of any increases in rent and other recurring or periodic charges and any exemptions claimed.

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

☐ Raise your rent and/or other recurring and periodic charges: Your total increase in rent and other recurring or periodic charges effective (date) will be (percent), which totals an additional \$ (dollar amount) per month, for a new total amount of \$(dollar amount) per month for rent and other recurring or periodic charges.

This increase in rent and/or other recurring and periodic charges is allowed by state law and is (check one of the following):

☐ A lower increase than the maximum allowed by state law.
☐ The maximum increase allowed by state law.
☐ Authorized by an exemption under section 202 of this act. If the increase is authorized by an exemption, your landlord must fill out the section of the form below.

EXEMPTIONS CLAIMED BY LANDLORD

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

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

☐ You live in a manufactured/mobile home community that was purchased during the past 12 months by an eligible organization as defined in RCW 59.20.030 whose mission aligns with the long-term preservation and affordability of your manufactured/mobile home community, so the eligible organization may increase the rent and other recurring or periodic charges for your manufactured/mobile home

1 community in an amount greater than allowed under section 201 of this
2 act as needed to cover the cost of purchasing your manufactured/
3 mobile home community if the increase is approved by vote or
4 agreement with the majority of the manufactured/mobile home owners in
5 your manufactured/mobile home community. (The landlord must include
6 facts or attach documents supporting the exemption.)

7 — Your manufactured/mobile home lot rental agreement is up for
8 first renewal after it was transferred to you under RCW 59.20.073, so
9 your landlord is allowed to make a one-time increase of no more than
10 10 percent to your rent and other recurring or periodic charges. In
11 order to exercise this one-time increase option, the landlord must
12 have provided you with notice of this option prior to the final
13 transfer of the rental agreement to you. (The landlord must include
14 facts or attach documents supporting the exemption, including
15 evidence that proper notice of this one-time increase option was
16 provided to you prior to the final transfer of the rental
17 agreement.) "

18 **Sec. 204.** RCW 59.20.170 and 2004 c 136 s 2 are each amended to
19 read as follows:

20 (1) For leases or rental agreements entered into on or after the
21 effective date of this section, if a landlord charges a tenant any
22 move-in fees or security deposits, the move-in fees and security
23 deposits combined may not exceed one month's rent, unless the tenant
24 brings any pets into the tenancy, in which case the move-in fees and
25 security deposits combined may not exceed two months' rent. This
26 subsection (1) does not apply to leases or rental agreements entered
27 into before the effective date of this section even if such leases or
28 rental agreements are renewed on or after the effective date of this
29 section.

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

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

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

21 **Sec. 205.** RCW 59.20.060 and 2023 c 40 s 3 are each amended to
22 read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (n) A statement of the expiration date of any conditional use,
39 temporary use, or other land use permit subject to a fixed expiration

1 date that is necessary for the continued use of the land as a mobile
2 home park; and

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

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

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

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

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

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

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

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

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

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

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

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

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

33 **Sec. 206.** 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) Subject to the availability of
2 amounts appropriated for this specific purpose, the department of
3 commerce must contract with an independent third party, which may
4 include educational institutions or private entities with subject
5 matter expertise, to carry out a social vulnerability assessment of
6 the impacts of this act. At a minimum, the assessment must consider
7 the following:

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

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

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

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

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

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

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

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

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