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Two bills have been signed into law that will have wide-ranging impacts for Washington landlords: House Bill 1236 and Senate Bill 5160. If you are a landlord, pay attention to the changes in these bills. Ignore them at your peril. Here are the highlights:

1236

Eviction is allowed only for cause.

Ending a tenancy without cause is allowed if:

1. Rental agreement is between six and twelve months.
2. Landlord provided 60 days' notice before the end of the lease.
3. If the rental agreement is for a stated period and states that an indefinite tenancy will not be created after the term of the rental agreement, tenancy may be ended without cause if:
 - a. 12 month agreement or more and continuous agreements have been made for six months or more AND
 - b. Landlord has given 60 days' notice AND
 - c. Tenancy not for an indefinite period of time until September 30, 2021, then can terminate under the provisions above.
4. For all other tenancies, the tenancy cannot be terminated except for cause.
5. Tenant may end a tenancy with 20 days' notice.

Cause:

1. After default in payment and after written notice
2. After substantial breach of tenant's obligation in law or agreement.
3. After quit notice for nuisance or illegal activity.
4. After landlord declares intention to use the premises as primary residence and served 90 days notice.
 - a. Landlord must occupy premises for at least 60 days after the 90 day notice is served.
5. After landlord declares notice to sell and served a 90 day notice.
 - a. Make reasonable attempts to sell:
 - i. Within 30 days of vacation
 - ii. Listing for sale at a reasonable price.
 - iii. Advertising for a reasonable price.
 1. Rebuttable presumption that owner did not intend to sell if:
 - a. Within 30 days of vacation, owner does not list for sale at a reasonable price OR
 - b. Within 90 days of vacation, owner withdraws from market.
 - b. Landlord plans to demolish or substantially remodel.
 - c. Landlord intends to convert to condominium.

- d. Landlord provides 30 days notice to vacate due to:
 - i. Condemnation/ uninhabitability.
 - ii. Continued occupation would subject landlord to liability.
 - iii. 20 day notice in the event the tenant and landlord share common areas.
 - iv. Transitional housing.
 - v. Rental agreement offered, provided that agreement was offered at least 30 days prior to the expiration of the current agreement.
 - 1. Does not apply to periodic tenancies.
 - vi. Knowing and material misrepresentations or omissions on application.
 - vii. Other good cause such as legitimate economic or business reason not enumerated.
 - 1. May stay for 60 days for good cause shown.
 - viii. Four or more of the following violations:
 - 1. Breach of a material violation of subsidized program.
 - 2. Breach of a material lease term.
 - 3. Substantial breach of obligation in the law.
 - a. Notices must:
 - i. Specify violation
 - ii. Provide tenant an opportunity to cure
 - iii. State that the landlord may end tenancy at the end of the terms AND
 - iv. State that correcting the fourth violation is not a defense to ending of the lease.
 - 1. 60 day notice requirement:
 - a. State that rental agreement will end on specified date in lease.
 - b. Specify reason for ending lease.
 - c. Be served concurrent with or after fourth violation.
 - d. Include all notices
 - ix. Failure to register as a sex offender.
 - x. 20 days for making unwanted sexual advances.

Permanent vacation by tenant

- 1. Serve all cotenants for the previous six months, offering them to sign rental agreement.
- 2. Tenant must apply within 30 days.

5160

- 1. No charges allowed for fees associated with nonpayment of rent from March 1, 2020 through December 31, 2021.
- 2. Rent accrued between March 1, 2020 and December 31, 2021 may not report nonpayment of rent or any unlawful detainer actions.

3. Prospective landlord may not take adverse action against a tenant for nonpayment between March 1, 2020 and December 31, 2021.
4. Violation is liable for up to 2 1/2 times rent and attorney fees.
5. Repayment plans required for unpaid rent from March 1, 2020 to December 31, 2021. Repayment must not exceed one-third of monthly rent during the period.
6. Requirements have changed for preliminary notices.

The bottom line: Don't do an eviction yourself until you have read the entirety of these two new laws. If you need guidance with respect to an eviction, call me.