

July 18, 2019

New Tenant Laws Take Effect July 28, 2019

In the spring, the Washington state legislature passed four bills affecting residential landlord tenant laws in a variety of ways. At least one of these bills arose after an incident at the Tiki Apartments in Tacoma, where tenants were given less than 25 days of notice to move after building ownership changed. Other bills were likely spurred by a report by the Seattle Women's Commission and the King County Bar Association that found women and people of color are disproportionately affected by evictions. These changes will take effect on July 28, 2019. Residential landlords should consider revising their rental agreements to be in compliance with the new requirements after July 28, 2019.

The new laws are outlined below, including what landlords need to be aware of for their own rental agreements.

Notice to the Tenant (HB 1440, HB 1462)

- *Rent Increase*: Landlords must provide a minimum of 60 days of prior written notice of an increase in the amount of rent to each affected tenant. Such an increase cannot become effective prior to the completion of the term of the rental agreement.
 - o If the rental agreement governs subsidized housing where the amount of rent is based on the income of the tenant, a minimum 30 days of prior written notice is required for an increase in the amount of rent. The increase can only become effective upon completion of the term of the rental agreement or earlier by mutual consent.
- *Change of Use*: If a landlord plans to demolish, relocate or change the premises in a way that would displace a tenant, the landlord must give the tenant at least 120 days of notice.

Notice to the Landlord (HB 1138)

- *Active Armed Services Termination*: Any tenant (or spouse) who is a member of the armed forces may terminate a rental agreement upon receiving deployment orders or a permanent change of station. The tenant must provide at least 20 days of written notice along with a copy of the official military orders.

Unlawful Detainer Actions (SB 5600)

- Before bringing an unlawful detainer action in court, the landlord must use a new "14-day notice to pay rent or vacate the premises" form, which will be available on the Washington State Attorney General's website in multiple languages on July 28, 2019.
- Only "recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises" are considered rent and can be the basis for an unlawful detainer action. Such definition of "rent" shall not include late charges, damages, legal costs or deposits.

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- Payments made by the tenant must first be applied to unpaid rent before applying the payment to other fees or balances.
- In an unlawful detainer action, the court will only award a maximum of \$75 for a tenant's accrued late fees.
- Tenants will not be ordered to pay the landlord's attorney fees if the judgment against the tenant is for less than the greater of: (i) \$1,200 or (ii) two months of rent.
- In an unlawful detainer action where the court enters judgment in favor of the landlord, the court may delay requiring the tenant to forfeit the premises for up to 90 days based on "good cause." The court shall consider a number of factors, including the tenant's intentional failure to pay rent, any exigent circumstances that prevented the tenant from payment, the impact of eviction on the tenant, and the tenant's ability to timely pay the judgment.
- If the tenant is deemed by a court to be low-income, limited resourced, or experiencing hardship, the court may order that the landlord is eligible to receive reimbursement for the judgment from the landlord mitigation program through the Department of Commerce.

For more information about the new tenant laws, contact any member of Foster Pepper's [Real Estate](#) group.

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