

New Washington State Law: Landlords must give a “good” reason to end a tenancy or not renew a lease

(Extended Version)



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Introduction

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- ❖ **Update! Eviction law is changing quickly, and the eviction moratorium is scheduled to end June 30.** Read about changes to the law at [Washington State New 2021 Landlord/Tenant Legislation](#) and check back for updates.
 - ❖ The new law is complicated. Talk to a lawyer if you have questions about whether the law applies to you.
 - ❖ **If your landlord is threatening to evict you,** use our [Eviction Defense Helper](#) OR apply for help online at <https://nwjustice.org/apply-online>.
 - ❖ You can find all the fact sheets we link to here at WashingtonLawHelp.org.
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Tenants in Washington State: Read this!

Washington laws covering tenants and landlords have changed in a major way in 2021. These changes went into effect on May 10, 2021.

Before this new law, if you had a month-to-month lease, landlords in most of the state of Washington could choose not to renew your tenancy and end (**terminate**) the tenancy with only a 20-Day notice. They didn't have to state a reason.

Now, landlords must have a "good" or legal reason. The new law lists what counts as "good" reasons. They must state the reason in a written notice. The law also lists what counts as a legal reason to not renew a rental agreement or to evict a tenant. There are a few important exceptions to this. We discuss the reasons and the exceptions below.

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- ❖ **If your landlord evicts you in violation of this new law, you may have a case for wrongful eviction.** The new law makes clear that a landlord can be liable for your harm if they evict you illegally. This harm could be substantial. Many people who are evicted face homelessness, loss of property, emotional distress, anxiety, and poor health outcomes. If your landlord locked you out or forced you out in violation of this new law, talk to a lawyer. There may be deadlines to file a lawsuit.
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I rent my home. Does this new law apply to me?

Many tenants have a written lease or rental agreement for a specific time (a “fixed term”). This fixed term is often for 6 or 12 months. Many other tenants have a “periodic tenancy” which is ongoing, usually on a month-to-month basis. Month-to-month rental agreements may be written or verbal. The law has different exceptions depending on whether a tenant has a “fixed term” or “periodic” rental agreement.

Month-to-month and other tenants with periodic tenancies:

If you are a month-to-month tenant who has never had a written lease (you have only had a verbal agreement with your landlord), the law applies to you. Your landlord must give you a written notice with one of the good reasons listed below if the landlord wants to terminate your tenancy.

If you enter into a rental agreement for a fixed term, like six or 12 months, between May 10, 2021 and 3 months after the end of the Governor’s eviction moratorium, your landlord must give you a 60-day written notice to terminate your tenancy at the end of the agreed end date in your lease. The notice **doesn’t** have to state one of the reasons below.

Tenants with fixed term written leases or rental agreements:

If you have a written rental agreement for a 6 to 12 month term, and your landlord doesn’t want to renew the agreement once it’s up, your landlord can give you a 60-day written notice before the agreement is up. That notice **doesn’t** have to state one of the reasons below. If the landlord wants to terminate the tenancy before the 6 or 12 months is up, they must have one of the reasons below.

If you’ve had a written rental agreement for multiple 6 or 12 month terms, and you have never been a month-to-month tenant, your landlord must give you a 60-day written notice to terminate your tenancy. The notice **doesn’t** have to state one of the reasons below.

Reasons a Landlord Can Evict a Tenant

What are the legal reasons a landlord end a rental agreement or evict a tenant?

There are several legal reasons landlords can end a tenancy or evict a tenant. In all cases, landlords must properly serve a written notice (on paper). They cannot just tell a tenant verbally, or through a text message. They cannot try to force a tenant out by changing the locks, or shutting off the utilities. You can sue a landlord who does this to you.

Falling behind on rent

If a tenant is late on rent, a landlord may give the tenant a **14-Day Notice to Pay or Vacate** any time after rent is due.

❖ **These notices can only be served after the Governor’s eviction moratorium ends.** The moratorium is scheduled to end on June 30, 2021.

Read [My Landlord Just Gave Me a 14-Day Notice to Pay Rent or Vacate](#) to learn more.

Lease violation: a “substantial breach of a material term”

If a tenant substantially breaks (violates) a term of the lease or rental agreement, the landlord may give the tenant a **10-Day Notice to Comply or Vacate**. The notice must state which “material” (important) term of the lease the tenant substantially violated, and what exactly the tenant did and when (or failed to do).

A landlord may also give a tenant this type of notice if they substantially violate a material requirement of a subsidized housing program.

Read [My Landlord Just Gave Me a 10-Day Notice to Comply or Vacate](#) to learn more.

If the tenant receives four valid, properly served 10-Day Notices to Comply or Vacate within one year, the landlord may end the tenancy with a **60-Day Notice to Terminate** before the end of the fixed term or period.



“Waste or nuisance” which is unlawful or substantially or repeatedly interferes with neighbors

If a tenant repeatedly or substantially interferes with their neighbors’ or landlord’s right to use and enjoy their own homes, a landlord may give the tenant a **3-Day Notice to Quit**. Tenants may also get this type of notice if they commit crimes on the property, or if they severely damage the property (or allow someone to do so).

The legal terms “waste” and “nuisance” have specific meanings. They are often misused. You should try to get legal help if you get a termination notice alleging you have caused waste or nuisance. Read [My Landlord Just Gave Me a 3-Day Notice to Quit](#) to learn more.

The tenant harasses the landlord or another tenant

If a tenant sexually harasses the landlord, the landlord’s employee, or another tenant, and that is a violation of the lease, a landlord may give the tenant a **20-Day Notice to Terminate**. A landlord may also give the tenant this type of notice if the tenant harasses the landlord, an employee or another tenant on the basis of race, gender or another protected status.

The tenant gives false information on the application

If the landlord finds out that the tenant intentionally lied about or left out important information on the rental application, the landlord may give the tenant a **30-Day Notice to Terminate**.

If a tenant must register as a sex offender, but does not disclose this fact on the application or when it happens during the tenancy, the landlord may give the tenant a **60-Day Notice to Terminate**.

The landlord wants to move into the rental unit

A landlord who wants to move into the unit (or have an immediate family member move in) may give the tenant a **90-Day Notice to Terminate**. If the landlord ends the tenancy with this type of notice, but then does not actually move into the unit, the tenant may sue the landlord for wrongful eviction.

The landlord wants to sell a single-family rental house

A landlord who wants to sell the unit may give the tenant a **90-Day Notice to Terminate**. If the landlord ends the tenancy with this type of notice, but then does not actually sell the single-family home, the tenant may sue the landlord for wrongful eviction. This reason doesn't apply to apartment buildings.

The landlord wants to substantially remodel or tear down (demolish) the unit

A landlord who wants to substantially rehabilitate (renovate or remodel) or demolish the rental unit or building (or have an immediate family member move in) may give the tenant a **120-Day Notice to Terminate**. If the landlord ends the tenancy with this type of notice, but then does not actually rehabilitate or demolish the unit, the tenant may sue the landlord for wrongful eviction.

The landlord wants to convert the unit into a condominium

A landlord who wants to convert the rental into a condo may give the tenant a **120-Day Notice to Terminate**. If the landlord ends the tenancy with this type of notice, but then does not actually convert it into a condominium, the tenant may have a legal basis to sue the landlord for wrongful eviction.

The landlord has a legitimate economic or business reason

A landlord who has a legitimate economic or business reason to end the tenancy may give the tenant a **60-Day Notice to Terminate**. This reason has to be different than one of the other reasons the landlord could have used.

The rental unit has been condemned

If a rental unit has been condemned (officially declared uninhabitable by a local agency), a landlord may give the tenant a **30-Day Notice to Terminate**. If the government agency orders that the tenants should leave immediately because the unit is so unsafe, the landlord has to give as much notice as possible. If a rental home has been condemned, the landlord may have to pay relocation assistance to the tenant.

Read [Tenants' Rights: My Place has been condemned](#) to learn more.



The landlord shares a dwelling unit, kitchen or bathroom with the tenant

If a tenant and landlord share a common kitchen or bathroom, a landlord may give the tenant a **20-Day Notice to Terminate**. The 20 days have to be before the end of the fixed term or rental period.

The landlord is a transitional housing program

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- ❖ **Transitional housing** means rental units owned or operated by a nonprofit organization or government agency that provides supportive services to people who are formerly homeless. Transitional housing programs may have their own rules about who can live there. Examples: some are only for people below a certain age. Some have educational and training programs.
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Many transitional housing programs may give a tenant a **30-Day Notice to Terminate** if the tenant no longer qualifies to be in the program, or if the tenant has completed the training.

The landlord offers a new lease, but the tenant doesn't accept

If the landlord offers a tenant with a lease that is expiring a new rental agreement at least 30 days before the end of the lease term, but the tenant doesn't sign it, the landlord may terminate the tenancy and start an eviction lawsuit. The terms of the new rental agreement must be "reasonable." This reason doesn't apply to you if you already rent with a month-to-month agreement.

A resident fails to fill out a rental application

If a tenant who has a rental agreement with a landlord moves out, but other residents of the rental unit stay, the landlord can ask them to fill out a rental application and screen them under the same criteria as any other applicant. The landlord may give the residents a **30-Day Notice** to apply to keep living there. **If the tenants don't fill out the rental application**, the landlord may start an eviction lawsuit (unlawful detainer) against them.

Getting a Lease Termination Notice

How does the landlord have to serve these notices?

All of the notices listed above have to be served in writing, on paper. They cannot be served through email, text or verbally. The landlord has to try to serve the tenant at home, in person. The landlord may serve someone else who lives with the tenant, if they are of a reasonable age to accept them (for example, the landlord cannot serve the papers to a young child), as long as they also mail a copy of the notice to the tenant.

If the landlord cannot serve the tenant or anyone else who lives in the rental unit, the landlord may post them in an obvious and visible place (usually by taping the notice to the door), if they also mail a copy of the notice to the tenant.

I got one of these notices. What should I do?

❖ **If you get a termination notice or eviction court papers, try to get legal help right away.** Information about where to get legal help is below.

Termination notices like the ones we describe here are just the first step in ending a tenancy. If a tenant gets a termination notice, but continues to stay in the rental unit, the landlord may start an eviction court lawsuit (called an “Unlawful Detainer Action”).

After that, the landlord may serve the tenant with eviction court papers (a Complaint and a Summons). The landlord may either serve the tenant with court papers that have not yet been filed with the court, or they may have been filed (officially registered and stamped with a case number).

Once the papers are stamped with a case number, it usually means a public record will be available to view online. This is what we usually mean by saying the tenant has “an eviction on their record” and it can make it harder to find a place to rent in the future.

Where can I find out more about laws affecting tenants?

Washington's state laws are called the Revised Code of Washington (RCW). The most important laws covering tenants and landlords are in the [Residential Landlord-Tenant act \(RCW 59.18\)](#). The eviction process (Unlawful Detainer) is in [RCW 59.12](#).

Tenants who own their own manufactured or mobile home but rent lot space from a park owner are covered by another set of laws, the [Manufactured/Mobile Home Landlord-Tenant act \(RCW 59.20\)](#).

The new law we discuss here has not yet been given an official code number (RCW). You can read the bill the [Governor signed \(House Bill 1236\)](#). The law will probably get an official code number in late summer, 2021.

Get Legal Help

Apply online - nwjustice.org/get-legal-help

Outside King County: Call the CLEAR Hotline at 1-888-201-1014 weekdays from 9:15 a.m. - 12:15 p.m.

In King County: Call 2-1-1 for referral to a legal aid provider weekdays from 8:00 am – 6:00 pm.

Persons 60 and Over can call CLEAR*Sr at 1-888-387-7111, statewide.

Deaf, hard of hearing or speech impaired callers can call CLEAR or 211 (or toll-free 1-877-211-9274) using a relay service of your choice.

CLEAR and 2-1-1 will provide a free interpreter.

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