



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

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- ❖ Read this only if you live in Washington State.
 - ❖ Eviction law continues to change. Read about the latest changes to the law at [WashingtonLawHelp.org/resource/eviction](https://www.WashingtonLawHelp.org/resource/eviction)
 - ❖ You can find all the fact sheets we link to at WashingtonLawHelp.org
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Tenants in Washington State: Read this!

A new state law says landlords must have a “good” or **legal** reason for not renewing a rental agreement, ending (terminating) a tenancy, or evicting a tenant. This new law ([House Bill 1236](#)) went into effect on May 10, 2021. The new law lists what counts as a “good” reason to ask a tenant to leave the rental unit or to evict a tenant. We discuss these reasons and which tenants are protected by this law below.

I rent my home. Does this new law apply to me?

Yes, the new law protects you:

- If you have a lease or a “fixed-term” written agreement. This means you and the landlord have agreed to rent for a specific time, like 6 or 12 months.
- If you are a “month-to-month” tenant for an indefinite amount of time, even if you had a prior written rental agreement.

No, the new law does not protect you:



- If you have had a written rental agreement for multiple 6 to 12 month terms without ever becoming a month-to-month tenant. For example, you have lived for many years in a rental and have renewed your rental agreement every time it came up for renewal.
- If you are a month-to-month tenant, but you and your landlord made a written or verbal rental agreement to only rent for a specific time between May 10, 2021 and three months after the end of the state eviction moratorium.

The new law does not protect me. Does the landlord still have to give me some kind of notice?

Yes. If the new law does not protect you, your landlord does not have to give one of the “good reasons” listed below to stop renting to you or to evict you. However, the landlord must still give you a **60-Day Notice** that they want to stop renting to you.

Legal Reasons to Evict

There are several “good causes” or reasons landlords can use to terminate 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. Read [My Landlord Locked Me Out: What Can I Do](#) to learn more.

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- ❖ If your landlord evicts you in violation of this new law, you may have a case for wrongful eviction. Talk to a lawyer right away. There may be deadlines for filing a lawsuit.
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Here are the reasons a landlord can terminate a tenancy, and how much notice the landlord must give the tenant in each situation.

- 1. Rent.** If the landlord believes you have fallen behind in rent, the landlord can give you a **14-Day** Notice to Pay or Vacate. Read [My Landlord Just Gave Me a 14-Day Notice to Pay Rent or Vacate](#) to learn more.

 - ❖ Landlords can only give this type of notice after eviction moratoria end. The state eviction moratorium ended on June 30, 2021 but some protections remain for renters behind on rent. And some cities in Washington State still prohibit some evictions. Talk to a lawyer right away if you get this type of notice.

- 2. Lease violation.** If the landlord believes you have broken (“violated”) an important term or rule in a lease, the landlord can give you a **10-Day** Notice to Comply or Vacate. If you live in subsidized housing, the landlord can give you one of these notices for violating an important requirement of the housing program. Read [My Landlord Just Gave Me a 10-Day Notice to Comply or Vacate](#).
- 3. Repeated lease violations.** If you have gotten four or more written “10-Day” notices in the last 12 months, the landlord can give you a **60-Day** Notice.
- 4. Crime or nuisance.** If the landlord believes you have committed crimes on the property or have repeatedly or substantially interfered with your neighbors’ or landlord’s right to use and enjoy their own homes, the landlord can give you a **3-Day** Notice to Quit. Read [My Landlord Just Gave Me a 3-Day Notice to Quit](#) to learn more.
- 5. Shared space.** If you and the landlord share a dwelling unit, kitchen or bathroom, the landlord must give you a **20-Day** Notice before the end of the rental term.
- 6. Sexual harassment.** If the landlord believes you have made unwanted sexual advances or sexually harassed the property owner, a manager, or another tenant, in violation of the lease, the landlord can give you a **20-Day** Notice. A landlord may also give you this type of notice if the landlord believes you have harassed the landlord, an employee or another tenant on the basis of race, gender or another protected status.

- 7. Condemned.** If a certified local agency has said the rental unit is “uninhabitable”, the landlord can give you a **30-Day** Notice. If 30 days’ notice is not possible, the landlord must give as much advance notice as possible. Read [Tenants’ Rights: My Place has been condemned](#) to learn more.
- 8. Transitional housing.** If you are in a transitional housing program and your participation has ended or you no longer qualify for the program, the landlord can give you a **30-Day** Notice.
- 9. Overstayed lease.** If you are still living in the rental unit after your lease or rental agreement ended and you have not signed a new, “reasonable” agreement after being asked to by the landlord, the landlord can give you a **30-Day** Notice.
- 10. Not on the lease.** If you are living in the rental for at least six months without being on the lease and the person on the lease moves out, the landlord can give you a **30-Day** Notice demanding that you apply to be on a rental agreement or vacate. You have these 30 days to fill out and submit a rental application to live in the rental. The landlord must use the same criteria to consider your application as any other applicant in deciding whether to approve or deny your application.
- 11. False application.** If you intentionally lied on your rental application about something important, the landlord can give you a **30-Day** Notice.
- 12. Sex offender.** If you must register as a “sex offender” during the tenancy or you did not share that you are registered as a “sex offender” on your rental application, the landlord can give you a **60-Day** Notice.
- 13. Landlord no longer renting at all.** If the landlord has a “business or economic reason” to no longer rent the place, the landlord can give you a **60-Day** Notice.
- 14. Landlord needs place for self or family.** If the landlord or their immediate family needs to move into the rental unit, the landlord can give you a **90-Day** Notice.

- 15. Landlord is selling.** A landlord who is going to sell the rental unit can give you a **90-Day** Notice. If the landlord does not actually sell the home, you can sue for unlawful eviction.
- 16. Renovations.** A landlord who plans to knock down (demolish) or renovate the home can give you a **120-Day** Notice.
- 17. Condo.** A landlord who plans to make the rental a condominium can give you a **120-Day** Notice.

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