

What Happened to the Notice of Termination of Tenancy?

Due to recent changes in Washington law, the Loeffler Law Group PLLC does not provide a form notice of termination of tenancy at this time.

The State of Washington enacted HB 1236, signed into law and effective May 10, 2021. This statute provides that a landlord may only terminate a residential tenancy if there is good cause as defined by the statute. HB 1236 will eventually be codified into the Revised Code of Washington. The following is a summary of HB 1236 to assist with interpretation.

The State “Good Cause” statute is not the same as Seattle’s “Just Cause Eviction” ordinance. Seattle landlords are still required to have Just Cause in addition to Good Cause.

Some cities, including Seattle, Kenmore, Kirkland and Burien, have enacted Covid-19-related emergency prohibitions against delivering notices of termination of tenancy.

Due to the changing and uncertain status of landlord-tenant law in Washington, the Loeffler Law Group PLLC recommends that landlords contact a lawyer to help select and draft a proper notice of termination of tenancy.

[A summary of HB 1236 § 2](#)

(1) Terminating residential tenancies

- (a) A landlord may not evict residential tenants or terminate a tenancy unless one of the scenarios defined in this law is applicable.

- (b) If there is a lease a month-to-month lease, or a term lease that will revert to month-to-month then landlord may only terminate under (2) (*i.e.* with good cause). There is an exception if
 - (i) the lease is for 6-12 months; AND
 - (ii) the landlord gave notice of termination at least 60 days’ prior of termination of tenancy in which case landlord may terminate without good cause (*i.e.* with a 20-day notice).

- (c) If there is a term lease that expires (*i.e.* no month-to-month) then the landlord may terminate without good cause if
 - (i) initial lease is for at least 12 months or the initial term lease was extended for at least six months (never month-to-month); AND
 - (ii) the landlord provides notice at least 60 days prior to the end of the lease the lease will end (will not be extended); AND

- (iii) tenant has never been month-to-month (exception for term leases that were extended via Covid-19)
- (d) For residential tenancies not covered by (b) or (c) (month-to-month or term leases) then the tenancy may not be terminated by the landlord except under section (2) below. A residential term lease reverts to month-to-month unless terminated or extended.
- (e) Parties may enter into leases that comply with (2).
- (f) Tenants may terminate a term lease by providing notice at least 20 days prior to the end of the term.

(2) Good causes for eviction

The following are good causes to terminate a residential month-to-month tenancy in Washington. This list is exclusive.

- (a) Failure to pay rent after notice to pay or vacate (14-day notice);
- (b) Failure to comply with lease terms other than for payment of any amount after notice to cure lease defaults or vacate (10-day notice);
- (c) Committing or permitting , waste, nuisance, or unlawful activity on the premises affecting the use and enjoyment of the premises, or interfering with the use and enjoyment of the premises by the landlord or neighbors of the tenant. In this case the landlord may deliver a 3-day notice of termination of tenancy.
- (d) If the owner or a member of the owner's immediate family wants to occupy the premises the tenancy may be terminated with a 90-day notice. Actual occupancy as a principal residence for 60 consecutive days during the 90 days after tenant vacates is required.
- (e) If the owner desires to sell a "single-family residence" the tenancy may be terminated with a 90-day notice. A single-family residence is a dwelling unit that has direct access to a street and does not share heating, hot water, or other essential facilities with another unit in the building. RCW 59.18.030(31). The owner may be required to hire a realtor and list the property at a reasonable price within 30 days. There is a rebuttable presumption there was no intent to sell if landlord withdraws the unit for sale or re-rents within 90 days.
- (f) The owner may terminate the tenancy with 120-days' notice if the property is to be demolished, substantially rehabilitated or converted to another use (see RCW 59.18.200).
- (g) The owner may terminate the tenancy with 120-days' notice if property will be converted to condominiums.
- (h) If the property is condemned as uninhabitable the landlord may terminate the tenancy with 30-days' notice. Less notice may be given if local rules require vacation sooner.
- (i) The landlord may give 20-days' notice before the end of the month to a tenant to vacate if the landlord shares a dwelling unit with the tenant.

- (j) A transitional housing provider may give 30-days' notice to vacate if the housing program is over or the tenant is not eligible to continue with the program.
- (k) Good cause exists to evict a tenant if a term lease expires, the landlord offered a new lease at least 30 days prior to the expiration and the tenant did not sign it. The terms and conditions of the proposed new lease must be reasonable.
- (l) A landlord may terminate lease with 30-days' notice if the tenant made material misrepresentations or omissions in the tenant's application to rent.
- (m) A landlord may terminate a lease with at least 60-days' notice prior to the end of the lease for "other good cause" that constitutes a legitimate economic or business reason not otherwise covered. The court may stay enforcement for 60 days if tenant cannot find alternative housing but tenant must pay rent, costs and attorney's fees.
- (n) Multiple lease violations
 - (i) A landlord may terminate a lease with at least 60-days' notice prior to the end of the month if 4 or more substantial lease violations and the landlord gave written notice of the violation.
 - (ii) Each notice must specific the violation, give the tenant an opportunity to cure, and give notice that 4 or more such violations give the landlord the right to terminate the tenancy even if the tenant cures the breach.
 - (iii) The notice of termination under this section has to state the end date of the tenancy, specify the reason for terminating the lease, be delivered with or after the fourth notice of lease violations.
 - (iv) The 60-day notice of termination must include copies of the prior notices.
 - (v) The prior notices must be for separate incidents or occurrences.
 - (vi) The landlord may be required to show the violations of the lease were could have been violations subject to a 10-day notice to comply or vacate (*i.e.* breaches of the lease).
- (o) The landlord may terminate a tenant with 60 days prior to the end of the rental period if the tenant is required to register as a sex offender or failed to disclose a requirement to register as a sex offender in a rental application.
- (p) The landlord may give a tenant 20-days' notice to vacate prior to the end of the rental period if the tenant has made unwanted sexual advances to or sexually harassed the owner, manager, employee or another tenant "based on the person's race, gender or other protected status."

(3) Terminating non-tenant occupants after the end of the tenancy

If a tenant vacates without being required to vacate by the landlord, the landlord is required to serve a notice to any remaining occupants (not tenants!) requiring them to apply to become a party to the rental agreement or vacate within 30 days. Occupant may be required to meet the same criteria as the

tenant who moved. Failure to apply or denial of the application allows landlord to commence unlawful detainer action against an occupant. This does not apply to co-tenants. This does not apply to subsidized housing.

(4) Penalties to landlords for violations of this section

Landlords who violate this section are liable for wrongful eviction. Damages are economic and noneconomic damages or three times monthly rent (whichever greater), plus attorney's fees and court costs.

(5) Occupying, demolishing or selling may not terminate a lease

The landlord may not terminate a tenancy before the end of the lease term unless the parties agree in writing and the tenant has the option to stay at least 60 days.

(6) Notice requirements

All notices under Section (2) of this statute must be hand-delivered or both posted and mailed consistent with RCW 59.12.040. Notices must set forth facts supporting the notice so the tenant may respond.

Due to the fact that circumstances are different for every tenancy, the Loeffler Law Group PLLC recommends you contact a lawyer to assist with preparation of a notice of termination of tenancy.

Notice

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