

Overview of HB 1236

Vallen Solomon

Housing Justice Project

Background of HB 1236

On May 10, 2021, Governor Inslee signed HB 1236 into law

HB 1236 had an emergency clause and became effective upon the Governor's signature

The overarching goal of this bill was to prevent 20-day "no-cause" evictions

Evictions in Washington State can now only occur for one of the reasons outlined in HB1236

Cause Requirement

- Generally, a landlord may not evict, refuse to continue a tenancy, or end a periodic tenancy (month-to-month) except for cause.
- The 17 causes are found in Section 2(2) of the bill.
- This cause requirement applies to all tenancies (both those for a specified time and periodic).
 - Tenancies for a specified time will automatically become month-to-month tenancies upon expiration.

Exceptions to Just Cause

- Section 2(1)(b): **FIXED TERM LEASES THAT BECOME MONTH-TO-MONTH:** For leases that were for 6 to 12-months that become month-to-month upon expiration of initial term, landlords may use a 60-day “no cause” notice only if it is being used at the end of the initial lease term.
 - Landlords must provide 60-day written notice that is properly served.
- Section 2(1)(c): **LONG OR SUCCESSIVE TERM LEASES THAT DO NOT BECOME MONTH-TO-MONTH:** For leases where the initial term was for a 12-month (or more) specified period, or the landlord and tenant have continuously and without interruption entered into successive rental agreements for 6-months (or more) for a specified period since the inception of the tenancy (without any month-to-month lapse at any point during the tenancy) then the landlord may use a 60-day “no cause” notice.
 - Landlords can convert a lease to long or successive term lease within 3-months of the moratorium’s expiration and use this exception.
 - Landlords must provide 60-day written notice that is properly served.

- **Legal reasons for termination/eviction after moratorium expires:**

There are 17 reasons a landlord can evict, including standard reasons such as nonpayment of rent and illegal activity. Landlords can also initiate a "probationary period" at the inception of tenancy under certain circumstances that allows them to terminate the tenancy without cause with 60-days notice at the end of the lease term.

Nonpayment of rent	14-day pay or vacate
Substantial breach of a material lease term or a tenant obligation imposed by law.	10-day comply or vacate
Tenant commits waste or nuisance upon the premises, illegal activity, or other substantial or repeated and unreasonable interference with the use and enjoyment of the premises.	3-day notice to vacate.
Owner or immediate family member wants to occupy the unit and no substantially equivalent unit is vacant.	90-day notice to vacate
Owner puts single family residence up for sale. Owner must make a reasonable attempt to sell the dwelling within 30 days after the tenant has vacated.	90-day notice to vacate
Landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises (per RCW 59.18.200 (2) (c))	120-day notice to vacate

Landlord plans to convert the property to condominiums per RCW 64.34.440 or RCW 64.90.655	120-day notice to vacate
The premises has been condemned by a local agency charged with the authority to issue such an order.	30-day notice to vacate or as much as possible if the condemnation order does not allow for 30 days notice
Landlord wants roommate to move (limited to roommates who they share a common kitchen or bathroom area with).	20-day notice to vacate
Nonprofit ran transitional housing program is completed or tenant has aged out of the program.	30-day notice to vacate
Landlord offered a new rental reasonable new rental agreement and tenant refused to sign (does not apply to month-to-month tenants and new rental agreement must have been provided to the tenant 30-days prior to the expiration of the current rental agreement).	Unspecified other than new rental agreement must have been provided the new rental agreement at least 30-days prior to the expiration of the current rental agreement.
Tenant knowingly and intentionally misrepresented material facts in their application for housing that would have resulted in denial of housing or adverse action by the landlord.	30-day notice to vacate

Other good cause that represents a legitimate economic or business reason not otherwise covered or related to a basis for ending tenancies under the bill. When a landlord relies on this basis for terminating tenancy, the court may stay a writ of restitution for up to 60 additional days.	60-day notice to vacate
Within a one year period a tenant has committed four or more substantial breaches of a material program term of subsidized housing, or a substantial breach of a material term of the lease or rental agreement or of a tenant obligation imposed by law. Each notice must have been in writing, must specify the violation, provide the tenant with an opportunity to cure the violation and must pertain to four or more separate incidents or occurrences.	60-day notice to vacate
Tenant was required to register as a sex offender during the tenancy or failed to disclose a requirement to register when required on the rental application.	60-day notice to vacate
Tenant made unwanted sexual advances or acts of sexual harassment directed at the landlord, employee of the landlord or another tenant based on the person's race, gender or other protected status in violation of any covenant or term in the lease.	20-day notice to vacate
Occupants remain after main tenant vacates and they had resided with the tenant for at least six months prior to the tenant vacating. Landlord can give the remaining tenants a 30-day notice to vacate or a 30-day notice to apply as a tenant.	30-day notice to vacate or 30-day notice to apply as a tenant.