AN ACT Relating to the termination of month to month or other periodic tenancies governed by the residential landlord-tenant act; and amending RCW 59.18.200.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Sec. 1. RCW 59.18.200 and 2008 c 113 s 4 are each amended to read as follows:

(1)(a) When premises are rented for an indefinite time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a tenancy from month to month, or from period to period on which rent is payable, and ((shall be terminated by written notice of twenty days or more, preceding the end of any of the months or periods of tenancy, given by either party to the other.))

(b) May not be terminated unless one of the parties gives written notice to the other party of his or her intention to terminate the tenancy under this section or as allowed under RCW 59.12.030 (3), (4), (5), and (7).

(b) A tenant may terminate a rental agreement by written notice of twenty days or more, preceding the end of any of the months or periods
of tenancy or as otherwise permitted by law or the terms and conditions of the tenant's rental agreement.

(c) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependant, may terminate a rental agreement with less than twenty days' notice if the tenant receives reassignment or deployment orders that do not allow a twenty-day notice.

(d) A landlord who is prohibited by the terms and conditions of the rental agreement or by federal, state, or local law from evicting the tenant or terminating the tenancy, except for tenant malfeasance or other good cause, may terminate a rental agreement by written notice of twenty days or more specifying the reasons for the termination, preceding the end of any of the months or periods of tenancy.

(2)(a) Whenever a landlord plans to terminate a rental agreement without cause and the tenant has occupied the dwelling unit for less than twelve months, the landlord may terminate a rental agreement by written notice of thirty days or more, preceding the end of any of the months or periods of tenancy. Whenever a landlord plans to terminate a rental agreement without cause and the tenant has occupied the dwelling unit for twelve months or more, the landlord shall give a written notice to a tenant at least sixty days preceding the end of any of the months or periods of tenancy.

(b) Whenever a landlord plans to change to a policy of excluding children, the landlord shall give a written notice to a tenant at least ninety days before termination of the tenancy to effectuate such change in policy. Such ninety-day notice shall be in lieu of the notice required by subsection (1)(a) of this section. However, if after giving the ninety-day notice the change in policy is delayed, the notice requirements of subsection (1)(a) of this section shall apply unless waived by the tenant.

((b)) (c) Whenever a landlord plans to change any apartment or apartments to a condominium form of ownership, the landlord shall provide a written notice to a tenant at least one hundred twenty days before termination of the tenancy, in compliance with RCW 64.34.440(1), to effectuate such change. The one hundred twenty-day notice is in lieu of the notice required in subsection (1)(a) of this section. However, if after providing the one hundred twenty-day notice the
change to a condominium form of ownership is delayed, the notice requirements in subsection (1)(a) of this section apply unless waived by the tenant.

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