



Washington State Coalition
for the
Homeless

2010 Legislative
Policy Priority

Prevent Homelessness

Substitute HB 2484

Require 30 Day No Cause Eviction Notices

What is the problem being addressed?

Many residential tenants in Washington State are month-to-month tenants. Under the Washington Residential Landlord Tenant Act, RCW 59.18.200, a landlord may terminate a month-to-month or other periodic tenancy without cause, with as little as 20 days notice. This does not give month-to-month tenants enough time to find replacement housing and save the funds needed to relocate elsewhere when evicted without cause. Often tenants must pay multiple application and tenant screening report fees, first and last month's rent, a security deposit, non-refundable cleaning fees, utility deposits and utility hookup fees.

When tenants are only given 20 days to move, some end up homeless. Others find it necessary to move into homeless shelters or rely upon scarce homeless prevention funds to move in such a short period of time. Some elderly and disabled tenants end up moving into adult family or nursing homes at taxpayer's expense because they do not have the time to find housing where they can continue to live independently.

How did HB 2484 solve this problem?

As originally introduced, HB 2484 would amend RCW 59.18.200 to require that landlords give all month-to-month or other periodic tenants at least 30 days to move if they choose to evict the tenant without cause and without disclosing their reasons for doing so. Those who have lived in a dwelling unit for more than 12 months would be given 60 days to move. Unlike the City of Seattle Just Cause Ordinance or the laws governing federally subsidized housing, these bills do not prevent landlords from evicting month-to-month tenants without cause. They will, however, ensure that month-to-month tenants who are asked to move without cause, have enough time to find another place to live and to save the funds needed to move. This will prevent homelessness and reduce the demand for emergency shelter and scarce homeless prevention funds.

What is the difference between the original and substitute bills?

At the urging of House Judiciary members, the Coalition agreed to simply amend RCW 59.18.200 to require 30 days notice rather than the 20 days now required. We also agreed to make this requirement mutual, requiring both landlords and tenants to give each other the longer notice. There is one exception for tenants who have been given notice by their landlord of a rent increase or other material change in their rental agreement. Despite these changes and our willingness to give up the requirement that some tenants get a longer 60 day notice, various landlord organizations continue to oppose the bill. They are insisting on another concession, arguing that they should be able to terminate a month-to-month tenancy on any day of the month regardless of when the rent is due or the agreed upon rental period expires.

Why is the substitute bill a reasonable compromise?

Although the concession sought by landlords is used in some states, Washington law and the Uniform Residential Landlord Tenant Act only allow a landlord to terminate a month-to-month tenancy at the end of the agreed upon rental period. In fact two-thirds of all the states that allow landlords to terminate month-to-month rental agreements without cause, require that they do so at the end of a monthly rental period. We are not willing to make this additional concession because it is a step backwards, undermining the intent of the bill. It would allow landlords to act precipitously, deprive tenants of what little tenure in their homes they now have, and result in some tenants being forced to move sooner than allowed by current law. Remember, landlords can continue to terminate month-to-month tenancies prior to the end of the monthly rental period for cause as authorized by RCW 59.12.030.

Myth #1: It will now take a 30 days notice to evict a problem tenant.

Landlords will continue to have the right to evict month-to-month tenants for nonpayment of rent, violations of their rental agreements or other good cause in the same manner and time-frame as they can now under RCW 59.12.030. For example, a landlord can terminate any tenancy for nonpayment of rent with a three-day notice to pay rent or vacate. They can also serve a tenant who has engaged in illegal drug activity or commits serious damage to the unit or waste with a three day notice to vacate the unit.

Myth #2: Tenants will stop paying rent or damage their units if given ten more days to move.

Tenants given adequate time to find replacement housing are less likely to stop paying their rent or to damage their units than those told they have only 20 days to move. As explained above, a landlord can take immediate steps to evict a tenant who stops paying their rent or damages their dwelling unit. The landlord can also take other steps to ensure that the rent is paid after giving notice terminating the tenancy. For example, many landlords collect first and last month's rent and a deposit when renting a unit. Others impose late fees to encourage their tenants to pay the rent when due. Most landlords use tenant reporting screening companies to check landlord references and a tenant's credit history. A tenant who fails to pay their last month's rent will jeopardize their ability to find replacement rental housing.

Myth #3: This proposal will result in more litigation and increase the cost of evicting problematic tenants.

Landlords in Washington must always file a lawsuit where a tenant refuses to move when asked to do so. By lengthening the amount of notice that must be given to a month-to-month tenant by ten (10) days, this proposal will not change this nor increase the cost of evicting the tenant.

Myth #4: Washington law provides month-to-month tenants with as much protection as other jurisdictions.

Only eleven states, including the State of Washington allow a landlord to terminate a residential month-to-month tenancy without cause with less than 30 days notice. Thirty-nine of the fifty states mandate 30 days or longer notice or prohibit landlords from terminating a month-to-month tenancy except for good cause. It is true, that some states allow landlords to terminate a month-to-month tenancies without cause on any day of the month, rather than wait until the end of the rental period. More than two-thirds of the states, however, including Washington State, only allow a landlord to terminate a month-to-month tenancy without cause at the end of the monthly rental period. In other words, they only permit a landlord to terminate such a tenancy mid-term when the tenant has done something wrong. Four of the six Western states that allow terminations on any day of the month, provide more than 30 days notice, including California, Hawaii, Nevada, and Oregon.

Myth #5: There is no problem. Landlords do not use no-cause notices except to evict bad tenants.

Tenant advocates get calls on a regular basis from tenants who have been given 20 day termination notices without any explanation for why they are being asked to move. Where a landlord is not willing to disclose their reasons for evicting a tenant or to have that reason reviewed by a judge, it is not unreasonable to require that they give tenants 30 days notice and only be allowed to terminate the tenancy at the end of the agreed upon rental period.

Myth #6: A thirty day notice will foster crime, hurt good tenants, harm efforts to house the poor, interfere with code enforcement, and drag out the eviction process.

As noted above, most states require thirty days or more notice before a landlord may terminate a month-to-month tenancy without cause. There is no evidence from any of these jurisdictions or the City of Seattle which has a just cause eviction ordinance, that these laws foster crime, hurt good tenants, or have any of the harmful effects suggested by those opposing the bill.