

RCW 59.20.370 Landlord—Prohibition on certain rent increases—

Notice—Enforcement—Penalties. (1) Except as authorized by an exemption under RCW 59.20.380 and as provided in RCW 59.20.060(2)(c), a landlord may not increase the rent for any type of tenancy, regardless of whether the tenancy is month-to-month or for a term greater than month-to-month:

(a) During the first 12 months after the tenancy begins; and

(b) During any 12-month period of the tenancy, in an amount greater than five percent.

(2) If a landlord increases the rent above the amount allowed in subsection (1) of this section as authorized by an exemption under RCW 59.20.380, the landlord must include facts supporting any claimed exemptions in the written notice of the rent increase. Notice must comply with this section, RCW 59.20.390, 59.20.090(2), and be served in accordance with RCW 59.12.040.

(3) If a landlord increases rent above the amount allowed in subsection (1) of this section and the increase is not authorized by an exemption under RCW 59.20.380, the tenant must offer the landlord an opportunity to cure the unauthorized increase by providing the landlord with a written demand to reduce the increase to an amount that complies with the limit created in this section. In addition to any other remedies or relief available under this chapter or other law, the tenant may terminate the rental agreement at any time prior to the effective date of the increase by providing the landlord with written notice at least 30 days before terminating the rental agreement. If a tenant terminates a rental agreement under this subsection, the tenant owes rent for the full month in which the tenant vacates the manufactured/mobile home lot. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.

(4) (a) A tenant or the attorney general may bring an action in a court of competent jurisdiction to enforce compliance with this section or RCW 59.20.380, 59.20.390, 59.20.060, or 59.20.170. If the court finds that a landlord violated any of the laws listed in this subsection, the court shall award the following damages to the tenant and attorneys' fees and costs to the tenant who brings the action or the attorney general:

(i) Damages in the amount of any excess rent, fees, or other costs paid by the tenant;

(ii) Damages in an amount of up to three months of any unlawful rent, fees, or other costs charged by the landlord; and

(iii) Reasonable attorneys' fees and costs incurred in bringing the action.

(b) The attorney general may bring an action under this subsection notwithstanding whether the tenant has offered the landlord an opportunity to cure, and may recover civil penalties of not more than \$7,500 for each violation in addition to other remedies provided by this subsection. The attorney general may issue written civil investigative demands for pertinent documents, answers to written interrogatories, or oral testimony as required to investigate or bring an action under this subsection.

(5) The remedies provided by this section are in addition to any other remedies provided by law.

(6) A landlord may not report a tenant to a tenant screening service provider for failure to pay the portion of the tenant's rent

that was unlawfully increased in violation of this section. [2025 c 209 s 201.]

Effective date—2025 c 209: See note following RCW 59.18.700.