

## 2021 Legislative Update: For Cause Termination

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By default, all residential tenancies in Washington are now subject to a for-cause termination requirement. Housing providers may only terminate a tenancy if the housing provider identifies one of 16 statutory causes. Unless exempt from this requirement, a tenancy continues on a month-to-month basis after the term ends, regardless of the language in the rental agreement.

All pre-eviction notices must identify all facts and circumstances supporting the cause which are known to the housing provider when the notice is issued. The basis for termination must be described with enough detail to allow the resident to respond and prepare a defense to the allegations.

Causes for Termination/Non-Renewal: (a) pay or vacate notice; (b) comply or vacate notice; (c) waste, nuisance or illegal activity; (d) Owner intends to occupy the unit as a primary residence; (e) owner intends to sell a single family home; (f) demolition, rehabilitation, or change in use; (g) condo conversion; (h) unit is condemned or illegal to occupy; (i) cease sharing owner's own dwelling unit; (j) termination of transitional housing agreement; (k) fixed-term lease resident refuses to sign a "reasonable" renewal offer; (l) resident lied on application for tenancy; (m) other legitimate business or economic reason not similar to any other cause described herein; (n) repeated violations of non-rent terms of tenancy; (o); resident is required to register as a sex offender; or (p) resident sexually harasses owner or manager.

Properties in Auburn, Burien, and Seattle are also subject to those jurisdiction's local just cause ordinances. A housing provider must comply with *both* sets of requirements to terminate a tenancy in those jurisdictions.

Exempt Tenancies. To avoid automatic conversion of these tenancies into month-to-month terms and to exempt the tenancy from the for-cause requirement, the housing provider must follow one of the three options for an "exempt" tenancy:

- The initial rental agreement is between 6 and 12 months AND the housing provider serves a 60-day notice to vacate at the end of that initial term. If the tenancy continues beyond the initial term, this exception is permanently lost.
- All rental agreements during the tenancy are for 6 months or more AND no agreement allows a month-to-month option AND each agreement is renewed or terminated before the end of the current term AND the housing provider serves a 60 days' end of lease notice terminating the agreement.
- The initial rental agreement is for 12 months or more AND no agreement allows a month-to-month option AND each agreement is renewed or terminated before the end of the current term AND the housing provider serves a 60 days' end of lease notice terminating the agreement.

Several minor changes and technical corrections are not addressed by this Legislative Update. This is a summary only, not a substitute for individual advice from an attorney.

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last updated: 3/16/2022