
SUBSTITUTE HOUSE BILL 1296

State of Washington

61st Legislature

2009 Regular Session

By House Local Government & Housing (originally sponsored by Representatives Williams, Warnick, Goodman, McCune, Rodne, Simpson, and Kelley)

READ FIRST TIME 02/10/09.

1 AN ACT Relating to limitations on rental housing inspections; and
2 amending RCW 59.18.150.

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

4 **Sec. 1.** RCW 59.18.150 and 2002 c 263 s 1 are each amended to read
5 as follows:

6 (1) The tenant shall not unreasonably withhold consent to the
7 landlord to enter into the dwelling unit in order to inspect the
8 premises, make necessary or agreed repairs, alterations, or
9 improvements, supply necessary or agreed services, or exhibit the
10 dwelling unit to prospective or actual purchasers, mortgagees, tenants,
11 workers, or contractors.

12 (2) Upon written notice of intent to seek a search warrant, when a
13 tenant or landlord denies a fire official the right to search a
14 dwelling unit, a fire official may immediately seek a search warrant
15 and, upon a showing of probable cause specific to the dwelling unit
16 sought to be searched that criminal fire code violations exist in the
17 dwelling unit, a court of competent jurisdiction shall issue a warrant
18 allowing a search of the dwelling unit.

1 Upon written notice of intent to seek a search warrant, when a
2 landlord denies a fire official the right to search the common areas of
3 the rental building other than the dwelling unit, a fire official may
4 immediately seek a search warrant and, upon a showing of probable cause
5 specific to the common area sought to be searched that a criminal fire
6 code violation exists in those areas, a court of competent jurisdiction
7 shall issue a warrant allowing a search of the common areas in which
8 the violation is alleged.

9 The superior court and courts of limited jurisdiction organized
10 under Titles 3, 35, and 35A RCW have jurisdiction to issue such search
11 warrants. Evidence obtained pursuant to any such search may be used in
12 a civil or administrative enforcement action.

13 (3) A local government may not require a landlord to engage or hire
14 a third party to conduct inspections or searches of dwelling units and
15 common areas under this section. A local government may not assess the
16 cost of an inspection by a local building official under this section
17 against the landlord or owner.

18 (4) As used in this section:

19 (a) "Common areas" means a common area or those areas that contain
20 electrical, plumbing, and mechanical equipment and facilities used for
21 the operation of the rental building.

22 (b) "Fire official" means any fire official authorized to enforce
23 the state or local fire code.

24 (~~(4)~~) (c) "Local building official" means any person employed by
25 a local government who is authorized to enforce local building codes.

26 (5) The landlord may enter the dwelling unit without consent of the
27 tenant in case of emergency or abandonment.

28 (~~(5)~~) (6) The landlord shall not abuse the right of access or use
29 it to harass the tenant. Except in the case of emergency or if it is
30 impracticable to do so, the landlord shall give the tenant at least two
31 days' notice of his or her intent to enter and shall enter only at
32 reasonable times. The tenant shall not unreasonably withhold consent
33 to the landlord to enter the dwelling unit at a specified time where
34 the landlord has given at least one day's notice of intent to enter to
35 exhibit the dwelling unit to prospective or actual purchasers or
36 tenants. A landlord shall not unreasonably interfere with a tenant's
37 enjoyment of the rented dwelling unit by excessively exhibiting the
38 dwelling unit.

1 (~~(+6)~~) (7) The landlord has no other right of access except by
2 court order, arbitrator or by consent of the tenant.

3 (~~(+7)~~) (8) A landlord or tenant who continues to violate the
4 rights of the tenant or landlord with respect to the duties imposed on
5 the other as set forth in this section after being served with one
6 written notification alleging in good faith violations of this section
7 listing the date and time of the violation shall be liable for up to
8 one hundred dollars for each violation after receipt of the notice.
9 The prevailing landlord or tenant may recover costs of the suit or
10 arbitration under this section, and may also recover reasonable
11 attorneys' fees.

12 (~~(+8)~~) (9) Nothing in this section is intended to abrogate or
13 modify in any way any common law right or privilege.

--- END ---