

2 SB 5624 - S AMD 479  
3 By Senator Kohl-Welles

4 ADOPTED 02/01/02

5 Strike everything after the enacting clause and insert the  
6 following:

7 "Sec. 1. RCW 59.18.060 and 1991 c 154 s 2 are each amended to read  
8 as follows:

9 The landlord will at all times during the tenancy keep the premises  
10 fit for human habitation, and shall in particular:

11 (1) Maintain the premises to substantially comply with any  
12 applicable code, statute, ordinance, or regulation governing their  
13 maintenance or operation, which the legislative body enacting the  
14 applicable code, statute, ordinance or regulation could enforce as to  
15 the premises rented if such condition substantially endangers or  
16 impairs the health or safety of the tenant;

17 (2) Maintain the roofs, floors, walls, chimneys, fireplaces,  
18 foundations, and all other structural components in reasonably good  
19 repair so as to be usable and capable of resisting any and all normal  
20 forces and loads to which they may be subjected;

21 (3) Keep any shared or common areas reasonably clean, sanitary, and  
22 safe from defects increasing the hazards of fire or accident;

23 (4) Provide a reasonable program for the control of infestation by  
24 insects, rodents, and other pests at the initiation of the tenancy and,  
25 except in the case of a single family residence, control infestation  
26 during tenancy except where such infestation is caused by the tenant;

27 (5) Except where the condition is attributable to normal wear and  
28 tear, make repairs and arrangements necessary to put and keep the  
29 premises in as good condition as it by law or rental agreement should  
30 have been, at the commencement of the tenancy;

31 (6) Provide reasonably adequate locks and furnish keys to the  
32 tenant;

33 (7) Maintain all electrical, plumbing, heating, and other  
34 facilities and appliances supplied by him in reasonably good working  
35 order;

1 (8) Maintain the dwelling unit in reasonably weathertight  
2 condition;

3 (9) Except in the case of a single family residence, provide and  
4 maintain appropriate receptacles in common areas for the removal of  
5 ashes, rubbish, and garbage, incidental to the occupancy and arrange  
6 for the reasonable and regular removal of such waste;

7 (10) Except where the building is not equipped for the purpose,  
8 provide facilities adequate to supply heat and water and hot water as  
9 reasonably required by the tenant;

10 (11)(a) Provide a written notice to all tenants disclosing fire  
11 safety and protection information. The landlord or his or her  
12 authorized agent must provide a written notice to the tenant that the  
13 dwelling unit is equipped with a smoke detection device as required in  
14 RCW 48.48.140. The notice shall inform the tenant of the tenant's  
15 responsibility to maintain the smoke detection device in proper  
16 operating condition and of penalties for failure to comply with the  
17 provisions of RCW 48.48.140(3). The notice must be signed by the  
18 landlord or the landlord's authorized agent and tenant with copies  
19 provided to both parties. Further, except with respect to a single-  
20 family residence, the written notice must also disclose the following:

21 (i) Whether the smoke detection device is hard-wired or battery  
22 operated;

23 (ii) Whether the building has a fire sprinkler system;

24 (iii) Whether the building has a fire alarm system;

25 (iv) Whether the building has a smoking policy, and what that  
26 policy is;

27 (v) Whether the building has an emergency notification plan for the  
28 occupants and, if so, provide a copy to the occupants;

29 (vi) Whether the building has an emergency relocation plan for the  
30 occupants and, if so, provide a copy to the occupants; and

31 (vii) Whether the building has an emergency evacuation plan for the  
32 occupants and, if so, provide a copy to the occupants.

33 (b) The written notice must be provided to new tenants at the time  
34 the lease or rental agreement is signed, and must be provided to  
35 current tenants as soon as possible, but not later than January 1,  
36 2004; and

37 (12) Designate to the tenant the name and address of the person who  
38 is the landlord by a statement on the rental agreement or by a notice  
39 conspicuously posted on the premises. The tenant shall be notified

1 immediately of any changes by certified mail or by an updated posting.  
2 If the person designated in this section does not reside in the state  
3 where the premises are located, there shall also be designated a person  
4 who resides in the county who is authorized to act as an agent for the  
5 purposes of service of notices and process, and if no designation is  
6 made of a person to act as agent, then the person to whom rental  
7 payments are to be made shall be considered such agent((~~-~~));

8 No duty shall devolve upon the landlord to repair a defective  
9 condition under this section, nor shall any defense or remedy be  
10 available to the tenant under this chapter, where the defective  
11 condition complained of was caused by the conduct of such tenant, his  
12 family, invitee, or other person acting under his control, or where a  
13 tenant unreasonably fails to allow the landlord access to the property  
14 for purposes of repair. When the duty imposed by subsection (1) of  
15 this section is incompatible with and greater than the duty imposed by  
16 any other provisions of this section, the landlord's duty shall be  
17 determined pursuant to subsection (1) of this section."

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21 On page 1, line 2 of the title, after "information;" strike the  
22 remainder of the title and insert "and amending RCW 59.18.060."

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