
SUBSTITUTE HOUSE BILL 1012

State of Washington 58th Legislature 2003 Regular Session

By House Committee on Judiciary (originally sponsored by Representatives Bush, Voloria, Miloscia, Kirby, Kenney, Dunshee and Conway)

READ FIRST TIME 04/04/03.

1 AN ACT Relating to residential landlord-tenant relationships; and
2 amending RCW 59.18.060 and 4.28.080.

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

4 **Sec. 1.** RCW 59.18.060 and 2002 c 259 s 1 are each amended to read
5 as follows:

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

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

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

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

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

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

9 (6) Provide reasonably adequate locks and furnish keys to the
10 tenant;

11 (7) Maintain all electrical, plumbing, heating, and other
12 facilities and appliances supplied by him in reasonably good working
13 order;

14 (8) Maintain the dwelling unit in reasonably weathertight
15 condition;

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

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

23 (11)(a) Provide a written notice to all tenants disclosing fire
24 safety and protection information. The landlord or his or her
25 authorized agent must provide a written notice to the tenant that the
26 dwelling unit is equipped with a smoke detection device as required in
27 RCW 48.48.140. The notice shall inform the tenant of the tenant's
28 responsibility to maintain the smoke detection device in proper
29 operating condition and of penalties for failure to comply with the
30 provisions of RCW 48.48.140(3). The notice must be signed by the
31 landlord or the landlord's authorized agent and tenant with copies
32 provided to both parties. Further, except with respect to a single-
33 family residence, the written notice must also disclose the following:

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

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

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

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

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

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

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

9 (b) The information required under this subsection may be provided
10 to a tenant in a multifamily residential building either as a written
11 notice or as a checklist that discloses whether the building has fire
12 safety and protection devices and systems. The checklist shall include
13 a diagram showing the emergency evacuation routes for the occupants.

14 (c) The written notice or checklist must be provided to new tenants
15 at the time the lease or rental agreement is signed, and must be
16 provided to current tenants as soon as possible, but not later than
17 January 1, 2004; and

18 (12)(a) Except as provided in (b) of this subsection, designate to
19 the tenant the name and address of the person who is the landlord by a
20 statement on the rental agreement or by a notice conspicuously posted
21 on the premises. The tenant shall be notified immediately of any
22 changes by certified mail or by an updated posting. If the person
23 designated in this section does not reside in the state where the
24 premises are located, there shall also be designated a person who
25 resides in the county who is authorized to act as an agent for the
26 purposes of service of notices and process, and if no designation is
27 made of a person to act as agent, then the person to whom rental
28 payments are to be made shall be considered such agent;

29 (b) When a tenant, after the exercise of due diligence, is unable
30 to ascertain the physical location of a landlord by the statement of
31 the landlord's address in the rental agreement, by the notice
32 conspicuously posted on the premises, or as notified by certified mail,
33 and service of a legal document is deemed necessary, the tenant may
34 provide service upon the landlord by using both certified mail and
35 regular mail either to the address listed on the property owner's
36 current tax statement for the property being rented by the tenant, to
37 the address provided to the tenant for payment of rent, or to the

1 address provided to the tenant for service of notice or process, and a
2 court having jurisdiction over the matter under RCW 59.18.050 shall
3 deem such service to be adequate notice of the action.

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

14 **Sec. 2.** RCW 4.28.080 and 1997 c 380 s 1 are each amended to read
15 as follows:

16 Service made in the modes provided in this section shall be taken
17 and held to be personal service. The summons shall be served by
18 delivering a copy thereof, as follows:

19 (1) If the action be against any county in this state, to the
20 county auditor or, during normal office hours, to the deputy auditor,
21 or in the case of a charter county, summons may be served upon the
22 agent, if any, designated by the legislative authority.

23 (2) If against any town or incorporated city in the state, to the
24 mayor, city manager, or, during normal office hours, to the mayor's or
25 city manager's designated agent or the city clerk thereof.

26 (3) If against a school or fire district, to the superintendent or
27 commissioner thereof or by leaving the same in his or her office with
28 an assistant superintendent, deputy commissioner, or business manager
29 during normal business hours.

30 (4) If against a railroad corporation, to any station, freight,
31 ticket or other agent thereof within this state.

32 (5) If against a corporation owning or operating sleeping cars, or
33 hotel cars, to any person having charge of any of its cars or any agent
34 found within the state.

35 (6) If against a domestic insurance company, to any agent
36 authorized by such company to solicit insurance within this state.

1 (7) If against a foreign or alien insurance company, as provided in
2 chapter 48.05 RCW.

3 (8) If against a company or corporation doing any express business,
4 to any agent authorized by said company or corporation to receive and
5 deliver express matters and collect pay therefor within this state.

6 (9) If the suit be against a company or corporation other than
7 those designated in the preceding subdivisions of this section, to the
8 president or other head of the company or corporation, the registered
9 agent, secretary, cashier or managing agent thereof or to the
10 secretary, stenographer or office assistant of the president or other
11 head of the company or corporation, registered agent, secretary,
12 cashier or managing agent.

13 (10) If the suit be against a foreign corporation or nonresident
14 joint stock company, partnership or association doing business within
15 this state, to any agent, cashier or secretary thereof.

16 (11) If against a minor under the age of fourteen years, to such
17 minor personally, and also to his or her father, mother, guardian, or
18 if there be none within this state, then to any person having the care
19 or control of such minor, or with whom he or she resides, or in whose
20 service he or she is employed, if such there be.

21 (12) If against any person for whom a guardian has been appointed
22 for any cause, then to such guardian.

23 (13) If against a foreign or alien steamship company or steamship
24 charterer, to any agent authorized by such company or charterer to
25 solicit cargo or passengers for transportation to or from ports in the
26 state of Washington.

27 (14) If against a self-insurance program regulated by chapter 48.62
28 RCW, as provided in chapter 48.62 RCW.

29 (15) In all other cases, to the defendant personally, or by leaving
30 a copy of the summons at the house of his or her usual abode with some
31 person of suitable age and discretion then resident therein.

32 (16) In lieu of service under subsection (15) of this section,
33 where the person cannot with reasonable diligence be served as
34 described, the summons may be served as provided in this subsection,
35 and shall be deemed complete on the tenth day after the required
36 mailing: By leaving a copy at his or her usual mailing address with a
37 person of suitable age and discretion who is a resident, proprietor, or
38 agent thereof, and by thereafter mailing a copy by first class mail,

1 postage prepaid, to the person to be served at his or her usual mailing
2 address. For the purposes of this subsection, "usual mailing address"
3 shall not include a United States postal service post office box,
4 except as provided in RCW 59.18.060, or the person's place of
5 employment.

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