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**SUBSTITUTE HOUSE BILL 2535**

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**State of Washington**

**66th Legislature**

**2020 Regular Session**

**By** House Civil Rights & Judiciary (originally sponsored by Representatives Kirby, Pollet, Ormsby, and Santos)

READ FIRST TIME 02/04/20.

1 AN ACT Relating to providing for a grace period before late fees  
2 may be imposed for past due rent; and amending RCW 59.18.170 and  
3 59.18.230.

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

5 **Sec. 1.** RCW 59.18.170 and 1973 1st ex.s. c 207 s 17 are each  
6 amended to read as follows:

7 (1) If at any time during the tenancy the tenant fails to carry  
8 out the duties required by RCW 59.18.130 or 59.18.140, the landlord  
9 may, in addition to pursuit of remedies otherwise provided by law,  
10 give written notice to the tenant of said failure, which notice shall  
11 specify the nature of the failure.

12 (2) The landlord may not charge a late fee for rent that is paid  
13 within five days following its due date. If rent is more than five  
14 days past due, the landlord may charge late fees commencing from the  
15 first day after the due date until paid.

16 **Sec. 2.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to  
17 read as follows:

18 (1) Any provision of a lease or other agreement, whether oral or  
19 written, whereby any section or subsection of this chapter is waived  
20 except as provided in RCW 59.18.360 and shall be deemed against

1 public policy and shall be unenforceable. Such unenforceability shall  
2 not affect other provisions of the agreement which can be given  
3 effect without them.

4 (2) No rental agreement may provide that the tenant:

5 (a) Agrees to waive or to forgo rights or remedies under this  
6 chapter; or

7 (b) Authorizes any person to confess judgment on a claim arising  
8 out of the rental agreement; or

9 (c) Agrees to pay the landlord's attorneys' fees, except as  
10 authorized in this chapter; or

11 (d) Agrees to the exculpation or limitation of any liability of  
12 the landlord arising under law or to indemnify the landlord for that  
13 liability or the costs connected therewith; or

14 (e) And landlord have agreed to a particular arbitrator at the  
15 time the rental agreement is entered into; or

16 (f) Agrees to pay late fees for rent that is paid within five  
17 days following its due date. If rent is more than five days past due,  
18 the landlord may charge late fees commencing from the first day after  
19 the due date until paid.

20 (3) A provision prohibited by subsection (2) of this section  
21 included in a rental agreement is unenforceable. If a landlord  
22 deliberately uses a rental agreement containing provisions known by  
23 him or her to be prohibited, the tenant may recover actual damages  
24 sustained by him or her, statutory damages not to exceed five hundred  
25 dollars, costs of suit, and reasonable attorneys' fees.

26 (4) The common law right of the landlord of distress for rent is  
27 hereby abolished for property covered by this chapter. Any provision  
28 in a rental agreement creating a lien upon the personal property of  
29 the tenant or authorizing a distress for rent is null and void and of  
30 no force and effect. Any landlord who takes or detains the personal  
31 property of a tenant without the specific written consent of the  
32 tenant to such incident of taking or detention, and who, after  
33 written demand by the tenant for the return of his or her personal  
34 property, refuses to return the same promptly shall be liable to the  
35 tenant for the value of the property retained, actual damages, and if  
36 the refusal is intentional, may also be liable for damages of up to  
37 five hundred dollars per day but not to exceed five thousand dollars,  
38 for each day or part of a day that the tenant is deprived of his or  
39 her property. The prevailing party may recover his or her costs of  
40 suit and a reasonable attorneys' fee.

1        In any action, including actions pursuant to chapters 7.64 or  
2 12.28 RCW, brought by a tenant or other person to recover possession  
3 of his or her personal property taken or detained by a landlord in  
4 violation of this section, the court, upon motion and after notice to  
5 the opposing parties, may waive or reduce any bond requirements where  
6 it appears to be to the satisfaction of the court that the moving  
7 party is proceeding in good faith and has, prima facie, a meritorious  
8 claim for immediate delivery or redelivery of said property.

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