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**SENATE BILL 5600**

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**State of Washington**

**66th Legislature**

**2019 Regular Session**

**By** Senators Kuderer, Das, Nguyen, Frockt, Cleveland, Darneille, Saldaña, Hasegawa, Wilson, C., Conway, Randall, Wellman, Keiser, Hunt, Pedersen, and Liias

1 AN ACT Relating to residential tenant protections; amending RCW  
2 59.12.030, 59.18.040, 59.18.220, 59.18.140, 59.18.380, 59.18.410,  
3 59.18.290, 59.18.390, 59.18.230, and 59.18.280; reenacting and  
4 amending RCW 59.18.030; adding a new section to chapter 59.18 RCW;  
5 and prescribing penalties.

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

7 **Sec. 1.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to  
8 read as follows:

9 A tenant of real property for a term less than life is guilty of  
10 unlawful detainer either:

11 (1) When he or she holds over or continues in possession, in  
12 person or by subtenant, of the property or any part thereof after the  
13 expiration of the term for which it is let to him or her. When real  
14 property is leased for a specified term or period by express or  
15 implied contract, whether written or oral, the tenancy shall be  
16 terminated without notice at the expiration of the specified term or  
17 period;

18 (2) When he or she, having leased property for an indefinite time  
19 with monthly or other periodic rent reserved, continues in possession  
20 thereof, in person or by subtenant, after the end of any such month  
21 or period, when the landlord, more than twenty days prior to the end

1 of such month or period, has served notice (in manner in RCW  
2 59.12.040 provided) requiring him or her to quit the premises at the  
3 expiration of such month or period;

4 (3) When he or she continues in possession in person or by  
5 subtenant after a default in the payment of rent, and after notice in  
6 writing requiring in the alternative the payment of the rent or the  
7 surrender of the detained premises, served (in manner in RCW  
8 59.12.040 provided) in behalf of the person entitled to the rent upon  
9 the person owing it, has remained uncomplied with for the period of  
10 three days after service thereof, or for the period of fourteen days  
11 after service for tenancies under chapter 59.18 RCW. The notice may  
12 be served at any time after the rent becomes due and for tenancies  
13 under chapter 59.18 RCW, must be in writing using plain language and  
14 include information listing civil legal aid resources available, if  
15 any, to the tenant;

16 (4) When he or she continues in possession in person or by  
17 subtenant after a neglect or failure to keep or perform any other  
18 condition or covenant of the lease or agreement under which the  
19 property is held, including any covenant not to assign or sublet,  
20 than one for the payment of rent, and after notice in writing  
21 requiring in the alternative the performance of such condition or  
22 covenant or the surrender of the property, served (in manner in RCW  
23 59.12.040 provided) upon him or her, and if there is a subtenant in  
24 actual possession of the premises, also upon such subtenant, shall  
25 remain uncomplied with for ten days after service thereof. Within ten  
26 days after the service of such notice the tenant, or any subtenant in  
27 actual occupation of the premises, or any mortgagee of the term, or  
28 other person interested in its continuance, may perform such  
29 condition or covenant and thereby save the lease from such  
30 forfeiture;

31 (5) When he or she commits or permits waste upon the demised  
32 premises, or when he or she sets up or carries on thereon any  
33 unlawful business, or when he or she erects, suffers, permits, or  
34 maintains on or about the premises any nuisance, and remains in  
35 possession after the service (in manner in RCW 59.12.040 provided)  
36 upon him or her of three days' notice to quit;

37 (6) A person who, without the permission of the owner and without  
38 having color of title thereto, enters upon land of another and who  
39 fails or refuses to remove therefrom after three days' notice, in  
40 writing and served upon him or her in the manner provided in RCW

1 59.12.040. Such person may also be subject to the criminal provisions  
2 of chapter 9A.52 RCW; or

3 (7) When he or she commits or permits any gang-related activity  
4 at the premises as prohibited by RCW 59.18.130.

5 **Sec. 2.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and  
6 amended to read as follows:

7 As used in this chapter:

8 (1) "Certificate of inspection" means an unsworn statement,  
9 declaration, verification, or certificate made in accordance with the  
10 requirements of RCW 9A.72.085 by a qualified inspector that states  
11 that the landlord has not failed to fulfill any substantial  
12 obligation imposed under RCW 59.18.060 that endangers or impairs the  
13 health or safety of a tenant, including (a) structural members that  
14 are of insufficient size or strength to carry imposed loads with  
15 safety, (b) exposure of the occupants to the weather, (c) plumbing  
16 and sanitation defects that directly expose the occupants to the risk  
17 of illness or injury, (d) not providing facilities adequate to supply  
18 heat and water and hot water as reasonably required by the tenant,  
19 (e) providing heating or ventilation systems that are not functional  
20 or are hazardous, (f) defective, hazardous, or missing electrical  
21 wiring or electrical service, (g) defective or hazardous exits that  
22 increase the risk of injury to occupants, and (h) conditions that  
23 increase the risk of fire.

24 (2) "Commercially reasonable manner," with respect to a sale of a  
25 deceased tenant's personal property, means a sale where every aspect  
26 of the sale, including the method, manner, time, place, and other  
27 terms, must be commercially reasonable. If commercially reasonable, a  
28 landlord may sell the tenant's property by public or private  
29 proceedings, by one or more contracts, as a unit or in parcels, and  
30 at any time and place and on any terms.

31 (3) "Comprehensive reusable tenant screening report" means a  
32 tenant screening report prepared by a consumer reporting agency at  
33 the direction of and paid for by the prospective tenant and made  
34 available directly to a prospective landlord at no charge, which  
35 contains all of the following: (a) A consumer credit report prepared  
36 by a consumer reporting agency within the past thirty days; (b) the  
37 prospective tenant's criminal history; (c) the prospective tenant's  
38 eviction history; (d) an employment verification; and (e) the  
39 prospective tenant's address and rental history.

1 (4) "Criminal history" means a report containing or summarizing  
2 (a) the prospective tenant's criminal convictions and pending cases,  
3 the final disposition of which antedates the report by no more than  
4 seven years, and (b) the results of a sex offender registry and  
5 United States department of the treasury's office of foreign assets  
6 control search, all based on at least seven years of address history  
7 and alias information provided by the prospective tenant or available  
8 in the consumer credit report.

9 (5) "Designated person" means a person designated by the tenant  
10 under RCW 59.18.590.

11 (6) "Distressed home" has the same meaning as in RCW 61.34.020.

12 (7) "Distressed home conveyance" has the same meaning as in RCW  
13 61.34.020.

14 (8) "Distressed home purchaser" has the same meaning as in RCW  
15 61.34.020.

16 (9) "Dwelling unit" is a structure or that part of a structure  
17 which is used as a home, residence, or sleeping place by one person  
18 or by two or more persons maintaining a common household, including  
19 but not limited to single-family residences and units of multiplexes,  
20 apartment buildings, and mobile homes.

21 (10) "Eviction history" means a report containing or summarizing  
22 the contents of any records of unlawful detainer actions concerning  
23 the prospective tenant that are reportable in accordance with state  
24 law, are lawful for landlords to consider, and are obtained after a  
25 search based on at least seven years of address history and alias  
26 information provided by the prospective tenant or available in the  
27 consumer credit report.

28 (11) "Gang" means a group that: (a) Consists of three or more  
29 persons; (b) has identifiable leadership or an identifiable name,  
30 sign, or symbol; and (c) on an ongoing basis, regularly conspires and  
31 acts in concert mainly for criminal purposes.

32 (12) "Gang-related activity" means any activity that occurs  
33 within the gang or advances a gang purpose.

34 (13) "In danger of foreclosure" means any of the following:

35 (a) The homeowner has defaulted on the mortgage and, under the  
36 terms of the mortgage, the mortgagee has the right to accelerate full  
37 payment of the mortgage and repossess, sell, or cause to be sold the  
38 property;

39 (b) The homeowner is at least thirty days delinquent on any loan  
40 that is secured by the property; or

1 (c) The homeowner has a good faith belief that he or she is  
2 likely to default on the mortgage within the upcoming four months due  
3 to a lack of funds, and the homeowner has reported this belief to:

4 (i) The mortgagee;

5 (ii) A person licensed or required to be licensed under chapter  
6 19.134 RCW;

7 (iii) A person licensed or required to be licensed under chapter  
8 19.146 RCW;

9 (iv) A person licensed or required to be licensed under chapter  
10 18.85 RCW;

11 (v) An attorney-at-law;

12 (vi) A mortgage counselor or other credit counselor licensed or  
13 certified by any federal, state, or local agency; or

14 (vii) Any other party to a distressed property conveyance.

15 (14) "Landlord" means the owner, lessor, or sublessor of the  
16 dwelling unit or the property of which it is a part, and in addition  
17 means any person designated as representative of the owner, lessor,  
18 or sublessor including, but not limited to, an agent, a resident  
19 manager, or a designated property manager.

20 (15) "Mortgage" is used in the general sense and includes all  
21 instruments, including deeds of trust, that are used to secure an  
22 obligation by an interest in real property.

23 (16) "Owner" means one or more persons, jointly or severally, in  
24 whom is vested:

25 (a) All or any part of the legal title to property; or

26 (b) All or part of the beneficial ownership, and a right to  
27 present use and enjoyment of the property.

28 (17) "Person" means an individual, group of individuals,  
29 corporation, government, or governmental agency, business trust,  
30 estate, trust, partnership, or association, two or more persons  
31 having a joint or common interest, or any other legal or commercial  
32 entity.

33 (18) "Premises" means a dwelling unit, appurtenances thereto,  
34 grounds, and facilities held out for the use of tenants generally and  
35 any other area or facility which is held out for use by the tenant.

36 (19) "Property" or "rental property" means all dwelling units on  
37 a contiguous quantity of land managed by the same landlord as a  
38 single, rental complex.

1 (20) "Prospective landlord" means a landlord or a person who  
2 advertises, solicits, offers, or otherwise holds a dwelling unit out  
3 as available for rent.

4 (21) "Prospective tenant" means a tenant or a person who has  
5 applied for residential housing that is governed under this chapter.

6 (22) "Qualified inspector" means a United States department of  
7 housing and urban development certified inspector; a Washington state  
8 licensed home inspector; an American society of home inspectors  
9 certified inspector; a private inspector certified by the national  
10 association of housing and redevelopment officials, the American  
11 association of code enforcement, or other comparable professional  
12 association as approved by the local municipality; a municipal code  
13 enforcement officer; a Washington licensed structural engineer; or a  
14 Washington licensed architect.

15 (23) "Reasonable attorneys' fees," where authorized in this  
16 chapter, means an amount to be determined including the following  
17 factors: The time and labor required, the novelty and difficulty of  
18 the questions involved, the skill requisite to perform the legal  
19 service properly, the fee customarily charged in the locality for  
20 similar legal services, the amount involved and the results obtained,  
21 and the experience, reputation and ability of the lawyer or lawyers  
22 performing the services.

23 (24) "Reasonable manner," with respect to disposing of a deceased  
24 tenant's personal property, means to dispose of the property by  
25 donation to a not-for-profit charitable organization, by removal of  
26 the property by a trash hauler or recycler, or by any other method  
27 that is reasonable under the circumstances.

28 (25) "Rent" or "rental amount" means consideration for use and  
29 occupancy of the premises. These terms do not include charges for  
30 costs incurred due to late payment, damages, utilities, deposits,  
31 legal costs, or other fees, including attorneys' fees.

32 (26) "Rental agreement" means all agreements which establish or  
33 modify the terms, conditions, rules, regulations, or any other  
34 provisions concerning the use and occupancy of a dwelling unit.

35 ((+26+)) (27) A "single-family residence" is a structure  
36 maintained and used as a single dwelling unit. Notwithstanding that a  
37 dwelling unit shares one or more walls with another dwelling unit, it  
38 shall be deemed a single-family residence if it has direct access to  
39 a street and shares neither heating facilities nor hot water

1 equipment, nor any other essential facility or service, with any  
2 other dwelling unit.

3 ~~((27))~~ (28) A "tenant" is any person who is entitled to occupy  
4 a dwelling unit primarily for living or dwelling purposes under a  
5 rental agreement.

6 ~~((28))~~ (29) "Tenant representative" means:

7 (a) A personal representative of a deceased tenant's estate if  
8 known to the landlord;

9 (b) If the landlord has no knowledge that a personal  
10 representative has been appointed for the deceased tenant's estate, a  
11 person claiming to be a successor of the deceased tenant who has  
12 provided the landlord with proof of death and an affidavit made by  
13 the person that meets the requirements of RCW 11.62.010(2);

14 (c) In the absence of a personal representative under (a) of this  
15 subsection or a person claiming to be a successor under (b) of this  
16 subsection, a designated person; or

17 (d) In the absence of a personal representative under (a) of this  
18 subsection, a person claiming to be a successor under (b) of this  
19 subsection, or a designated person under (c) of this subsection, any  
20 person who provides the landlord with reasonable evidence that he or  
21 she is a successor of the deceased tenant as defined in RCW  
22 11.62.005. The landlord has no obligation to identify all of the  
23 deceased tenant's successors.

24 ~~((29))~~ (30) "Tenant screening" means using a consumer report or  
25 other information about a prospective tenant in deciding whether to  
26 make or accept an offer for residential rental property to or from a  
27 prospective tenant.

28 ~~((30))~~ (31) "Tenant screening report" means a consumer report  
29 as defined in RCW 19.182.010 and any other information collected by a  
30 tenant screening service.

31 **Sec. 3.** RCW 59.18.040 and 1989 c 342 s 3 are each amended to  
32 read as follows:

33 The following living arrangements are not intended to be governed  
34 by the provisions of this chapter, unless established primarily to  
35 avoid its application, in which event the provisions of this chapter  
36 shall control:

37 (1) Residence at an institution, whether public or private, where  
38 residence is merely incidental to detention or the provision of  
39 medical, religious, educational, recreational, or similar services,

1 including but not limited to correctional facilities, licensed  
2 nursing homes, monasteries and convents, and hospitals;

3 (2) Occupancy under a bona fide earnest money agreement to  
4 purchase or contract of sale of the dwelling unit or the property of  
5 which it is a part, where the tenant is, or stands in the place of,  
6 the purchaser;

7 (3) Residence in a hotel, motel, or other transient lodging whose  
8 operation is defined in RCW 19.48.010;

9 (4) Rental agreements entered into pursuant to the provisions of  
10 chapter 47.12 RCW where occupancy is by an owner-condemnee and where  
11 such agreement does not violate the public policy of this state of  
12 ensuring decent, safe, and sanitary housing and is so certified by  
13 the consumer protection division of the attorney general's office;

14 (5) Rental agreements for the use of any single-family residence  
15 which are incidental to leases or rentals entered into in connection  
16 with a lease of land to be used primarily for agricultural purposes;

17 (6) Rental agreements providing housing for seasonal agricultural  
18 employees while provided in conjunction with such employment;

19 (7) Rental agreements with the state of Washington, department of  
20 natural resources, on public lands governed by Title 79 RCW ((÷

21 ~~(8) Occupancy by an employee of a landlord whose right to occupy  
22 is conditioned upon employment in or about the premises)).~~

23 **Sec. 4.** RCW 59.18.220 and 2003 c 7 s 2 are each amended to read  
24 as follows:

25 (1) In all cases where premises are rented for a specified time,  
26 by express or implied contract, ~~((the tenancy shall be deemed  
27 terminated at the end of such specified time))~~ upon expiration and  
28 absent an agreement to renew the lease or rental agreement, the  
29 tenancy shall be construed to be a tenancy from month to month with  
30 rent payable on the same terms and conditions in existence at the  
31 time of expiration and subject to the protections of this chapter.

32 (2) Any tenant who is a member of the armed forces, including the  
33 national guard and armed forces reserves, or that tenant's spouse or  
34 dependent, may terminate a tenancy for a specified time if the tenant  
35 receives reassignment or deployment orders. The tenant shall provide  
36 notice of the reassignment or deployment order to the landlord no  
37 later than seven days after receipt.



1       **Sec. 5.** RCW 59.18.140 and 2010 c 8 s 19022 are each amended to  
2 read as follows:

3       (1) The tenant shall conform to all reasonable obligations or  
4 restrictions, whether denominated by the landlord as rules, rental  
5 agreement, rent, or otherwise, concerning the use, occupation, and  
6 maintenance of his or her dwelling unit, appurtenances thereto, and  
7 the property of which the dwelling unit is a part if such obligations  
8 and restrictions are not in violation of any of the terms of this  
9 chapter and are not otherwise contrary to law, and if such  
10 obligations and restrictions are brought to the attention of the  
11 tenant at the time of his or her initial occupancy of the dwelling  
12 unit and thus become part of the rental agreement.

13       (2) Except for termination of tenancy and a change in the amount  
14 of rent, after thirty days written notice to each affected tenant, a  
15 new rule of tenancy (~~(including a change in the amount of rent)~~) may  
16 become effective upon completion of the term of the rental agreement  
17 or sooner upon mutual consent.

18       (3) A landlord is required to provide a minimum of sixty days'  
19 prior written notice of a change in the amount of rent to each  
20 affected tenant.

21       NEW SECTION.   **Sec. 6.** A new section is added to chapter 59.18  
22 RCW to read as follows:

23       Under this chapter:

24       (1) A landlord must first apply any payment made by a tenant  
25 toward rent, as that term is defined in RCW 59.18.030, before  
26 applying any payment toward late payments, damages, legal costs, or  
27 other fees, including attorneys' fees.

28       (2) Continued tenancy or relief from forfeiture may not be  
29 conditioned on a tenant's payment or satisfaction of any monetary  
30 amount other than rent. However, this does not foreclose a landlord  
31 from pursuing other lawful remedies to collect late payments,  
32 damages, legal costs, or other fees, including attorneys' fees.

33       **Sec. 7.** RCW 59.18.380 and 2011 c 132 s 18 are each amended to  
34 read as follows:

35       At the time and place fixed for the hearing of plaintiff's motion  
36 for a writ of restitution, the defendant, or any person in possession  
37 or claiming possession of the property, may answer, orally or in  
38 writing, and assert any legal or equitable defense or set-off arising

1 out of the tenancy. If the answer is oral the substance thereof shall  
2 be endorsed on the complaint by the court. The court shall examine  
3 the parties and witnesses orally to ascertain the merits of the  
4 complaint and answer, and if it shall appear that the plaintiff has  
5 the right to be restored to possession of the property, the court  
6 shall enter an order directing the issuance of a writ of restitution,  
7 returnable ten days after its date, restoring to the plaintiff  
8 possession of the property and if it shall appear to the court that  
9 there is no substantial issue of material fact of the right of the  
10 plaintiff to be granted other relief as prayed for in the complaint  
11 and provided for in this chapter, the court may enter an order and  
12 judgment granting so much of such relief as may be sustained by the  
13 proof, and the court may grant such other relief as may be prayed for  
14 in the plaintiff's complaint and provided for in this chapter, then  
15 the court shall enter an order denying any relief sought by the  
16 plaintiff for which the court has determined that the plaintiff has  
17 no right as a matter of law: PROVIDED, That within three days after  
18 the service of the writ of restitution issued prior to final  
19 judgment, the defendant, or person in possession of the property,  
20 may, in any action for the recovery of possession of the property for  
21 failure to pay rent, stay the execution of the writ pending final  
22 judgment by paying into court or to the plaintiff, as the court  
23 directs, all rent found to be due, and in addition by paying, on a  
24 monthly basis pending final judgment, an amount equal to the monthly  
25 rent called for by the lease or rental agreement at the time the  
26 complaint was filed: PROVIDED FURTHER, That before any writ shall  
27 issue prior to final judgment the plaintiff shall execute to the  
28 defendant and file in the court a bond in such sum as the court may  
29 order, with sufficient surety to be approved by the clerk,  
30 conditioned that the plaintiff will prosecute his or her action  
31 without delay, and will pay all costs that may be adjudged to the  
32 defendant, and all damages which he or she may sustain by reason of  
33 the writ of restitution having been issued, should the same be  
34 wrongfully sued out. The court shall also enter an order directing  
35 the parties to proceed to trial on the complaint and answer in the  
36 usual manner.

37 If it appears to the court that the plaintiff should not be  
38 restored to possession of the property, the court shall deny  
39 plaintiff's motion for a writ of restitution and enter an order  
40 directing the parties to proceed to trial within thirty days on the

1 complaint and answer. If it appears to the court that there is a  
2 substantial issue of material fact as to whether or not the plaintiff  
3 is entitled to other relief as is prayed for in plaintiff's complaint  
4 and provided for in this chapter, or that there is a genuine issue of  
5 a material fact pertaining to a legal or equitable defense or set-off  
6 raised in the defendant's answer, the court shall grant or deny so  
7 much of plaintiff's other relief sought and so much of defendant's  
8 defenses or set-off claimed, as may be proper. If it appears to the  
9 court that relief from forfeiture is appropriate in the interest of  
10 justice, the court shall have discretion to grant such relief.

11 **Sec. 8.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to  
12 read as follows:

13 (1) If upon the trial the verdict of the jury or, if the case be  
14 tried without a jury, the finding of the court be in favor of the  
15 plaintiff and against the defendant, judgment shall be entered for  
16 the restitution of the premises; and if the proceeding be for  
17 unlawful detainer after neglect or failure to perform any condition  
18 or covenant of a lease or agreement under which the property is held,  
19 or after default in the payment of rent, the judgment shall also  
20 declare the forfeiture of the lease, agreement, or tenancy. The jury,  
21 or the court, if the proceedings be tried without a jury, shall also  
22 assess the damages arising out of the tenancy occasioned to the  
23 plaintiff by any forcible entry, or by any forcible or unlawful  
24 detainer, alleged in the complaint and proved on the trial, and, if  
25 the alleged unlawful detainer be after default in the payment of  
26 rent, find the amount of any rent due, and the judgment shall be  
27 rendered against the defendant guilty of the forcible entry, forcible  
28 detainer, or unlawful detainer for the amount of damages thus  
29 assessed and for the rent, if any, found due, and the court may award  
30 statutory costs and reasonable ((~~attorney's~~)) attorneys' fees.

31 (2) When the proceeding is for an unlawful detainer after default  
32 in the payment of rent, ((~~and the lease or agreement under which the~~  
33 ~~rent is payable has not by its terms expired,~~)) execution upon the  
34 judgment shall not be issued until the expiration of five court days  
35 after the entry of the judgment, within which time the tenant or any  
36 subtenant, or any mortgagee of the term, or other party interested in  
37 the continuance of the tenancy, may pay into court for the landlord  
38 the amount of the principal judgment ((~~and costs,~~)) for rent and  
39 ((~~thereupon~~)) upon satisfaction of the principal judgment ((~~shall be~~

1 ~~satisfied and~~), the tenant shall be restored to his or her  
2 tenancy(~~(; but)~~). Restoration of the tenancy shall not foreclose the  
3 plaintiff's remedies to collect the remainder of the judgment for  
4 costs and fees. If payment(~~(, as herein provided, be)~~) of the  
5 principal judgment for rent is not made within five court days the  
6 judgment may be enforced for its full amount and for the possession  
7 of the premises.

8 (3) When the proceeding is for an unlawful detainer for breach of  
9 a condition capable of cure, the court shall stay the writ of  
10 restitution to afford a reasonable time for the tenant to properly  
11 cure and redeem the tenancy. If the condition is not cured within a  
12 reasonable time, the judgment may be enforced for its full amount and  
13 for the possession of the premises.

14 (4) In all cases and in addition to any other remedies provided,  
15 the court may vacate or stay a writ of restitution upon good cause  
16 and on such terms as the court deems fair and just.

17 (5) In all other cases the judgment may be enforced immediately.  
18 If writ of restitution shall have been executed prior to judgment no  
19 further writ or execution for the premises shall be required.

20 (6) This section also applies if the writ of restitution is  
21 issued pursuant to a final judgment entered after a show cause  
22 hearing conducted in accordance with RCW 59.18.380.

23 **Sec. 9.** RCW 59.18.290 and 2010 c 8 s 19028 are each amended to  
24 read as follows:

25 (1) It (~~(shall be)~~) is unlawful for the landlord to remove or  
26 exclude from the premises the tenant thereof except under a court  
27 order so authorizing. Any tenant so removed or excluded in violation  
28 of this section may recover possession of the property or terminate  
29 the rental agreement and, in either case, may recover the actual  
30 damages sustained. The prevailing party may recover the costs of suit  
31 or arbitration and reasonable (~~(attorney's)~~) attorneys' fees.

32 (2) It (~~(shall be)~~) is unlawful for the tenant to hold over in  
33 the premises or exclude the landlord therefrom after the termination  
34 of the rental agreement except under a valid court order so  
35 authorizing. Any landlord so deprived of possession of premises in  
36 violation of this section may recover possession of the property and  
37 damages sustained by him or her, and the prevailing party may recover  
38 his or her costs of suit or arbitration and reasonable (~~(attorney's)~~)  
39 attorneys' fees.

1        (3) Any award of costs and fees besides rent is not a condition  
2 of relief from forfeiture.

3        **Sec. 10.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to  
4 read as follows:

5        (1) The sheriff shall, upon receiving the writ of restitution,  
6 forthwith serve a copy thereof upon the defendant, his or her agent,  
7 or attorney, or a person in possession of the premises, and shall not  
8 execute the same for three days thereafter, and the defendant, or  
9 person in possession of the premises within three days after the  
10 service of the writ of restitution may execute to the plaintiff a  
11 bond to be filed with and approved by the clerk of the court in such  
12 sum as may be fixed by the judge, with sufficient surety to be  
13 approved by the clerk of the court, conditioned that they will pay to  
14 the plaintiff such sum as the plaintiff may recover for the use and  
15 occupation of the premises, or any rent found due (~~(, together with~~  
16 ~~all damages the plaintiff may sustain by reason of the defendant~~  
17 ~~occupying or keeping possession of the premises, together with all~~  
18 ~~damages which the court theretofore has awarded to the plaintiff as~~  
19 ~~provided in this chapter, and also all the costs of the action)). If~~  
20 the writ of restitution was issued after alternative service provided  
21 for in RCW 59.18.055, the court shall determine the amount of the  
22 bond after considering the rent claimed (~~(and any other factors the~~  
23 ~~court deems relevant)).~~ The plaintiff, his or her agent or attorneys,  
24 shall have notice of the time and place where the court or judge  
25 thereof shall fix the amount of the defendant's bond, and shall have  
26 notice and a reasonable opportunity to examine into the qualification  
27 and sufficiency of the sureties upon the bond before the bond shall  
28 be approved by the clerk. After the issuance of a writ of  
29 restitution, acceptance of a payment by the landlord or plaintiff  
30 that only partially satisfies the (~~(judgment))~~ rent will not  
31 invalidate the writ unless pursuant to a written agreement executed  
32 by both parties. The eviction will not be postponed or stopped unless  
33 a copy of that written agreement is provided to the sheriff. It is  
34 the responsibility of the tenant or defendant to ensure a copy of the  
35 agreement is provided to the sheriff. Upon receipt of the agreement  
36 the sheriff will cease action unless ordered to do otherwise by the  
37 court. The writ of restitution and the notice that accompanies the  
38 writ of restitution required under RCW 59.18.312 shall conspicuously  
39 state in bold face type, all capitals, not less than twelve points

1 information about partial payments as set forth in subsection (2) of  
2 this section. If the writ of restitution has been based upon a  
3 finding by the court that the tenant, subtenant, sublessee, or a  
4 person residing at the rental premises has engaged in drug-related  
5 activity or has allowed any other person to engage in drug-related  
6 activity at those premises with his or her knowledge or approval,  
7 neither the tenant, the defendant, nor a person in possession of the  
8 premises shall be entitled to post a bond in order to retain  
9 possession of the premises. The writ may be served by the sheriff, in  
10 the event he or she shall be unable to find the defendant, an agent  
11 or attorney, or a person in possession of the premises, by affixing a  
12 copy of the writ in a conspicuous place upon the premises: PROVIDED,  
13 That the sheriff shall not require any bond for the service or  
14 execution of the writ. The sheriff shall be immune from all civil  
15 liability for serving and enforcing writs of restitution unless the  
16 sheriff is grossly negligent in carrying out his or her duty.

17 (2) The notice accompanying a writ of restitution required under  
18 RCW 59.18.312 shall be substantially similar to the following:

19 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

20 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**  
21 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**  
22 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**  
23 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**  
24 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**  
25 **SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE**  
26 **AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER**  
27 **ACTION.**

28 **Sec. 11.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to  
29 read as follows:

30 (1) Any provision of a lease or other agreement, whether oral or  
31 written, whereby any section or subsection of this chapter is waived  
32 except as provided in RCW 59.18.360 and shall be deemed against  
33 public policy and shall be unenforceable. Such unenforceability shall  
34 not affect other provisions of the agreement which can be given  
35 effect without them.

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

37 (a) Agrees to waive or to forgo rights or remedies under this  
38 chapter; or

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

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

5 (d) Agrees to the exculpation or limitation of any liability of  
6 the landlord arising under law or to indemnify the landlord for that  
7 liability or the costs connected therewith; or

8 (e) And landlord have agreed to a particular arbitrator at the  
9 time the rental agreement is entered into.

10 (3) A provision prohibited by subsection (2) of this section  
11 included in a rental agreement is unenforceable. If a landlord  
12 deliberately uses a rental agreement containing provisions known by  
13 him or her to be prohibited, the tenant may recover actual damages  
14 sustained by him or her, statutory damages not to exceed (~~five~~  
15 ~~hundred dollars~~) one month's rent or treble actual damages,  
16 whichever is greater, costs of suit, and reasonable attorneys' fees.

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

32 In any action, including actions pursuant to chapters 7.64 or  
33 12.28 RCW, brought by a tenant or other person to recover possession  
34 of his or her personal property taken or detained by a landlord in  
35 violation of this section, the court, upon motion and after notice to  
36 the opposing parties, may waive or reduce any bond requirements where  
37 it appears to be to the satisfaction of the court that the moving  
38 party is proceeding in good faith and has, prima facie, a meritorious  
39 claim for immediate delivery or redelivery of said property.

1       **Sec. 12.** RCW 59.18.280 and 2016 c 66 s 4 are each amended to  
2 read as follows:

3       (1) Within twenty-one days after the termination of the rental  
4 agreement and vacation of the premises or, if the tenant abandons the  
5 premises as defined in RCW 59.18.310, within twenty-one days after  
6 the landlord learns of the abandonment, the landlord shall give a  
7 full and specific statement of the basis for retaining any of the  
8 deposit together with the payment of any refund due the tenant under  
9 the terms and conditions of the rental agreement. The landlord shall  
10 include copies of estimates received or invoices paid to substantiate  
11 damage charges. Any damages not substantiated by third-party  
12 documentation may not be charged to the tenant.

13       (a) No portion of any deposit shall be withheld on account of  
14 wear resulting from ordinary use of the premises.

15       (b) The landlord complies with this section if the required  
16 statement or payment, or both, are delivered to the tenant personally  
17 or deposited in the United States mail properly addressed to the  
18 tenant's last known address with first-class postage prepaid within  
19 the twenty-one days.

20       (2) If the landlord fails to give such statement and  
21 documentation together with any refund due the tenant within the time  
22 limits specified above he or she shall be liable to the tenant for  
23 the full amount of the deposit. The landlord is also barred in any  
24 action brought by the tenant to recover the deposit from asserting  
25 any claim or raising any defense for retaining any of the deposit  
26 unless the landlord shows that circumstances beyond the landlord's  
27 control prevented the landlord from providing the statement within  
28 the twenty-one days or that the tenant abandoned the premises as  
29 defined in RCW 59.18.310. The court (~~may in its discretion~~) shall  
30 award up to two times the amount of the deposit for the intentional  
31 refusal of the landlord to give the statement, documentation, or  
32 refund due. In any action brought by the tenant to recover the  
33 deposit, the prevailing party shall additionally be entitled to the  
34 cost of suit or arbitration including a reasonable attorneys' fee.

35       (3) Nothing in this chapter shall preclude the landlord from  
36 proceeding against, and the landlord shall have the right to proceed  
37 against a tenant to recover sums exceeding the amount of the tenant's



1 damage or security deposit for damage to the property for which the  
2 tenant is responsible together with reasonable attorneys' fees.

--- **END** ---