
SENATE BILL 6196

State of Washington 57th Legislature 2001 Second Special Session**By Senator McCaslin**

Read first time 06/07/2001. Referred to Committee on Judiciary.

1 AN ACT Relating to notice to landlords of tenants' and occupants'
2 status as sex offenders or kidnapping offenders; amending RCW
3 59.18.030, 59.18.130, 59.18.180, and 59.18.250; and adding new sections
4 to chapter 59.20 RCW.

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

6 **Sec. 1.** RCW 59.18.030 and 1998 c 276 s 1 are each amended to read
7 as follows:

8 As used in this chapter:

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

14 (2) "Landlord" means the owner, lessor, or sublessor of the
15 dwelling unit or the property of which it is a part, and in addition
16 means any person designated as representative of the landlord.

17 (3) "Person" means an individual, group of individuals,
18 corporation, government, or governmental agency, business trust,

1 estate, trust, partnership, or association, two or more persons having
2 a joint or common interest, or any other legal or commercial entity.

3 (4) "Occupant" means any person, including a live-in care provider,
4 other than a tenant, who occupies a dwelling unit.

5 (5) "Owner" means one or more persons, jointly or severally, in
6 whom is vested:

- 7 (a) All or any part of the legal title to property; or
8 (b) All or part of the beneficial ownership, and a right to present
9 use and enjoyment of the property.

10 ((+5))) (6) "Premises" means a dwelling unit, appurtenances
11 thereto, grounds, and facilities held out for the use of tenants
12 generally and any other area or facility which is held out for use by
13 the tenant.

14 ((+6))) (7) "Rental agreement" means all agreements which establish
15 or modify the terms, conditions, rules, regulations, or any other
16 provisions concerning the use and occupancy of a dwelling unit.

17 ((+7))) (8) "Risk level III offender" means any person required to
18 register as a sex offender or kidnapping offender under RCW 9A.44.130
19 and classified as a risk level III offender by a local law enforcement
20 agency under RCW 4.24.550, the indeterminate sentence review board
21 under RCW 9.95.145, the department of social and health services under
22 RCW 13.40.217, or the department of corrections under RCW 72.09.345.

23 (9) A "single family residence" is a structure maintained and used
24 as a single dwelling unit. Notwithstanding that a dwelling unit shares
25 one or more walls with another dwelling unit, it shall be deemed a
26 single family residence if it has direct access to a street and shares
27 neither heating facilities nor hot water equipment, nor any other
28 essential facility or service, with any other dwelling unit.

29 ((+8))) (10) A "tenant" is any person who is entitled to occupy a
30 dwelling unit primarily for living or dwelling purposes under a rental
31 agreement.

32 ((+9))) (11) "Reasonable attorney's fees", where authorized in this
33 chapter, means an amount to be determined including the following
34 factors: The time and labor required, the novelty and difficulty of
35 the questions involved, the skill requisite to perform the legal
36 service properly, the fee customarily charged in the locality for
37 similar legal services, the amount involved and the results obtained,
38 and the experience, reputation and ability of the lawyer or lawyers
39 performing the services.

1 ((+10)) (12) "Gang" means a group that: (a) Consists of three or
2 more persons; (b) has identifiable leadership or an identifiable name,
3 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
4 acts in concert mainly for criminal purposes.

5 ((+11)) (13) "Gang-related activity" means any activity that
6 occurs within the gang or advances a gang purpose.

7 **Sec. 2.** RCW 59.18.130 and 1998 c 276 s 2 are each amended to read
8 as follows:

9 Each tenant shall pay the rental amount at such times and in such
10 amounts as provided for in the rental agreement or as otherwise
11 provided by law and comply with all obligations imposed upon tenants by
12 applicable provisions of all municipal, county, and state codes,
13 statutes, ordinances, and regulations, and in addition shall:

14 (1) Keep that part of the premises which he or she occupies and
15 uses as clean and sanitary as the conditions of the premises permit;

16 (2) Properly dispose from his or her dwelling unit all rubbish,
17 garbage, and other organic or flammable waste, in a clean and sanitary
18 manner at reasonable and regular intervals, and assume all costs of
19 extermination and fumigation for infestation caused by the tenant;

20 (3) Properly use and operate all electrical, gas, heating, plumbing
21 and other fixtures and appliances supplied by the landlord;

22 (4) Not intentionally or negligently destroy, deface, damage,
23 impair, or remove any part of the structure or dwelling, with the
24 appurtenances thereto, including the facilities, equipment, furniture,
25 furnishings, and appliances, or permit any member of his or her family,
26 invitee, licensee, or any person acting under his or her control to do
27 so. Violations may be prosecuted under chapter 9A.48 RCW if the
28 destruction is intentional and malicious;

29 (5) Not permit a nuisance or common waste;

30 (6) Not engage in drug-related activity at the rental premises, or
31 allow a subtenant, sublessee, resident, or anyone else to engage in
32 drug-related activity at the rental premises with the knowledge or
33 consent of the tenant. "Drug-related activity" means that activity
34 which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

35 (7) Provide written notice to the landlord, prior to physical
36 occupation of the property, that a tenant or a prospective occupant of
37 the property to be rented is required to register under RCW 9A.44.130
38 and is classified as a risk level III offender. If a tenant or

1 occupant is classified as a risk level III offender after the property
2 has been occupied by the tenant or occupant, or if a risk level III
3 offender moves into the residence or on the rental property as a
4 cotenant or occupant after the original tenant takes occupancy, the
5 tenant must notify the landlord in writing, within twenty-four hours,
6 of the risk level III offender's status and intent to occupy the
7 property.

8 (8) Maintain the smoke detection device in accordance with the
9 manufacturer's recommendations, including the replacement of batteries
10 where required for the proper operation of the smoke detection device,
11 as required in RCW 48.48.140(3);

12 ((+8))) (9) Not engage in any activity at the rental premises that
13 is:

14 (a) Imminently hazardous to the physical safety of other persons on
15 the premises; and

16 (b)(i) Entails physical assaults upon another person which result
17 in an arrest; or

18 (ii) Entails the unlawful use of a firearm or other deadly weapon
19 as defined in RCW 9A.04.110 which results in an arrest, including
20 threatening another tenant or the landlord with a firearm or other
21 deadly weapon under RCW 59.18.352. Nothing in this subsection (8)
22 shall authorize the termination of tenancy and eviction of the victim
23 of a physical assault or the victim of the use or threatened use of a
24 firearm or other deadly weapon;

25 ((+9))) (10) Not engage in any gang-related activity at the
26 premises, as defined in RCW 59.18.030, or allow another to engage in
27 such activity at the premises, that renders people in at least two or
28 more dwelling units or residences insecure in life or the use of
29 property or that injures or endangers the safety or health of people in
30 at least two or more dwelling units or residences. In determining
31 whether a tenant is engaged in gang-related activity, a court should
32 consider the totality of the circumstances, including factors such as
33 whether there have been a significant number of complaints to the
34 landlord about the tenant's activities at the property, damages done by
35 the tenant to the property, including the property of other tenants or
36 neighbors, harassment or threats made by the tenant to other tenants or
37 neighbors that have been reported to law enforcement agencies, any
38 police incident reports involving the tenant, and the tenant's criminal
39 history; and

1 ((+10))) (11) Upon termination and vacation, restore the premises
2 to their initial condition except for reasonable wear and tear or
3 conditions caused by failure of the landlord to comply with his or her
4 obligations under this chapter: PROVIDED, That the tenant shall not be
5 charged for normal cleaning if he or she has paid a nonrefundable
6 cleaning fee.

7 **Sec. 3.** RCW 59.18.180 and 1998 c 276 s 3 are each amended to read
8 as follows:

9 (1) If the tenant fails to comply with any portion of RCW 59.18.130
10 or 59.18.140, and such noncompliance can substantially affect the
11 health and safety of the tenant or other tenants, or substantially
12 increase the hazards of fire or accident that can be remedied by
13 repair, replacement of a damaged item, or cleaning, the tenant shall
14 comply within thirty days after written notice by the landlord
15 specifying the noncompliance, or, in the case of emergency as promptly
16 as conditions require. If the tenant fails to remedy the noncompliance
17 within that period the landlord may enter the dwelling unit and cause
18 the work to be done and submit an itemized bill of the actual and
19 reasonable cost of repair, to be payable on the next date when periodic
20 rent is due, or on terms mutually agreed to by the landlord and tenant,
21 or immediately if the rental agreement has terminated. Any substantial
22 noncompliance by the tenant of RCW 59.18.130 or 59.18.140 shall
23 constitute a ground for commencing an action in unlawful detainer in
24 accordance with the provisions of chapter 59.12 RCW, and a landlord may
25 commence such action at any time after written notice pursuant to such
26 chapter. The tenant shall have a defense to an unlawful detainer
27 action filed solely on this ground if it is determined at the hearing
28 authorized under the provisions of chapter 59.12 RCW that the tenant is
29 in substantial compliance with the provisions of this section, or if
30 the tenant remedies the noncomplying condition within the thirty day
31 period provided for above or any shorter period determined at the
32 hearing to have been required because of an emergency: PROVIDED, That
33 if the defective condition is remedied after the commencement of an
34 unlawful detainer action, the tenant may be liable to the landlord for
35 statutory costs and reasonable attorney's fees.

36 (2) If drug-related activity is alleged to be a basis for
37 termination of tenancy under RCW 59.18.130(6), 59.12.030(5), or

1 59.20.140(5), the compliance provisions of this section do not apply
2 and the landlord may proceed directly to an unlawful detainer action.

3 (3) If failure to notify the landlord that the tenant or an
4 occupant is required to be registered under RCW 9A.44.130 and is
5 classified as a risk level III offender is alleged to be a basis for
6 termination of tenancy under RCW 59.18.130(8), the compliance
7 provisions of this section do not apply and the landlord may proceed
8 directly to an unlawful detainer action in accordance with chapter
9 59.12 RCW.

10 (4) If activity on the premises that creates an imminent hazard to
11 the physical safety of other persons on the premises as defined in RCW
12 59.18.130((+8))) (9) is alleged to be the basis for termination of the
13 tenancy, and the tenant is arrested as a result of this activity, then
14 the compliance provisions of this section do not apply and the landlord
15 may proceed directly to an unlawful detainer action against the tenant
16 who was arrested for this activity.

17 ((+4))) (5) If gang-related activity, as prohibited under RCW
18 59.18.130((+9))) (10), is alleged to be the basis for termination of
19 the tenancy, then the compliance provisions of this section do not
20 apply and the landlord may proceed directly to an unlawful detainer
21 action in accordance with chapter 59.12 RCW, and a landlord may
22 commence such an action at any time after written notice under chapter
23 59.12 RCW.

24 ((+5))) (6) A landlord may not be held liable in any cause of
25 action for bringing an unlawful detainer action against a tenant for
26 drug-related activity, for failure to notify in the rental agreement of
27 the tenant's or occupant's requirement to register under RCW 9A.44.130
28 and the tenant's or occupant's classification as a risk level III
29 offender, for creating an imminent hazard to the physical safety of
30 others, or for engaging in gang-related activity that renders people in
31 at least two or more dwelling units or residences insecure in life or
32 the use of property or that injures or endangers the safety or health
33 of people in at least two or more dwelling units or residences under
34 this section, if the unlawful detainer action was brought in good
35 faith. Nothing in this section shall affect a landlord's liability
36 under RCW 59.18.380 to pay all damages sustained by the tenant should
37 the writ of restitution be wrongfully sued out.

1 **Sec. 4.** RCW 59.18.250 and 1983 c 264 s 10 are each amended to read
2 as follows:

3 Initiation by the landlord of any action listed in RCW 59.18.240
4 within ninety days after a good faith and lawful act by the tenant as
5 enumerated in RCW 59.18.240, or within ninety days after any inspection
6 or proceeding of a governmental agency resulting from such act, shall
7 create a rebuttable presumption affecting the burden of proof, that the
8 action is a reprisal or retaliatory action against the tenant:
9 PROVIDED, That if at the time the landlord gives notice of termination
10 of tenancy pursuant to chapter 59.12 RCW the tenant is in arrears in
11 rent or in breach of any other lease or rental obligation, there is a
12 rebuttable presumption affecting the burden of proof that the
13 landlord's action is neither a reprisal nor retaliatory action against
14 the tenant: PROVIDED FURTHER, That if, at the time the landlord gives
notice of termination of tenancy pursuant to chapter 59.12 RCW, the
tenant failed to notify the landlord that the tenant or an occupant is
required to register under RCW 9A.44.130 and that the tenant or
occupant is classified as a risk level III offender, it is a rebuttable
presumption affecting the burden of proof that the landlord's action is
neither a reprisal nor retaliatory action against the tenant: PROVIDED
21 FURTHER, That if the court finds that the tenant made a complaint or
22 report to a governmental authority within ninety days after notice of
23 a proposed increase in rent or other action in good faith by the
24 landlord, there is a rebuttable presumption that the complaint or
25 report was not made in good faith: PROVIDED FURTHER, That no
26 presumption against the landlord shall arise under this section, with
27 respect to an increase in rent, if the landlord, in a notice to the
28 tenant of increase in rent, specifies reasonable grounds for said
29 increase, which grounds may include a substantial increase in market
30 value due to remedial action under this chapter: PROVIDED FURTHER,
31 That the presumption of retaliation, with respect to an eviction, may
32 be rebutted by evidence that it is not practical to make necessary
33 repairs while the tenant remains in occupancy. In any action or
34 eviction proceeding where the tenant prevails upon his claim or defense
35 that the landlord has violated this section, the tenant shall be
36 entitled to recover his costs of suit or arbitration, including a
37 reasonable attorney's fee, and where the landlord prevails upon his
38 claim he shall be entitled to recover his costs of suit or arbitration,
39 including a reasonable attorney's fee: PROVIDED FURTHER, That neither

1 party may recover attorney's fees to the extent that their legal
2 services are provided at no cost to them.

3 **NEW SECTION.** **Sec. 5.** A new section is added to chapter 59.20 RCW
4 to read as follows:

5 A person seeking to rent or occupy a dwelling must provide written
6 notice to the landlord, prior to physical occupation of the property,
7 that a tenant or a prospective occupant of the property to be rented is
8 required to register as a sex offender or kidnapping offender under RCW
9 9A.44.130 and is classified as a risk level III offender. If a tenant
10 or occupant is classified as a risk level III offender after the
11 property has been occupied by the tenant or occupant, or if a risk
12 level III offender moves into the residence or on the rental property
13 as a cotenant or occupant after the original tenant takes occupancy,
14 the tenant must notify the landlord in writing, within twenty-four
15 hours, of the risk level III offender's status and intent to occupy the
16 property.

17 For the purposes of this section, "risk level III offender" has the
18 same meaning as provided in RCW 59.18.030.

19 **NEW SECTION.** **Sec. 6.** A new section is added to chapter 59.20 RCW
20 to read as follows:

21 The requirement that any tenant or occupant register as a sex
22 offender or kidnapping offender under RCW 9A.44.130 is grounds for
23 eviction under this section.

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