

CERTIFICATION OF ENROLLMENT

ENGROSSED SENATE BILL 5624

57th Legislature
2002 Regular Session

Passed by the Senate March 11, 2002
YEAS 46 NAYS 0

President of the Senate

Passed by the House March 8, 2002
YEAS 95 NAYS 0

**Speaker of the
House of Representatives**

CERTIFICATE

I, Tony M. Cook, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SENATE BILL 5624** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

Approved

FILED

Governor of the State of Washington

**Secretary of State
State of Washington**

ENGROSSED SENATE BILL 5624

AS AMENDED BY THE HOUSE

Passed Legislature - 2002 Regular Session

State of Washington 57th Legislature 2001 Regular Session

By Senator Kohl-Welles

Read first time 01/29/2001. Referred to Committee on Judiciary.

1 AN ACT Relating to the disclosure of fire protection and building
2 safety information; and amending RCW 59.18.060.

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

4 **Sec. 1.** RCW 59.18.060 and 1991 c 154 s 2 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;

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

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

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

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

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

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

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

26 No duty shall devolve upon the landlord to repair a defective
27 condition under this section, nor shall any defense or remedy be
28 available to the tenant under this chapter, where the defective
29 condition complained of was caused by the conduct of such tenant, his
30 family, invitee, or other person acting under his control, or where a
31 tenant unreasonably fails to allow the landlord access to the property
32 for purposes of repair. When the duty imposed by subsection (1) of
33 this section is incompatible with and greater than the duty imposed by
34 any other provisions of this section, the landlord's duty shall be
35 determined pursuant to subsection (1) of this section.

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