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**SENATE BILL 6064**

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**State of Washington 68th Legislature 2024 Regular Session**

**By** Senators Hansen, Kuderer, and Liias

AN ACT Relating to moneys collected by a landlord as fees, deposit, or security for pets; and amending RCW 59.18.260 and 59.18.270.

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

**Sec.**  RCW 59.18.260 and 2023 c 331 s 3 are each amended to read as follows:

(1) If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify.

(2) No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement is provided by the landlord to the tenant at the commencement of the tenancy specifically describing the condition and cleanliness of or existing damages to the premises, fixtures, equipment, appliances, and furnishings including, but not limited to:

(a) Walls, including wall paint and wallpaper;

(b) Carpets and other flooring;

(c) Furniture; and

(d) Appliances.

(3) The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. The tenant has the right to request one free replacement copy of the written checklist.

(4) No such deposit shall be withheld on account of wear resulting from ordinary use of the premises.

(5) If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280.

(6) Any moneys paid to the landlord by the tenant as a condition of accepting a tenant's pet shall be considered a deposit or security and shall be collected, maintained, and refunded in accordance the provisions set forth under this section and RCW 59.18.270 and 59.18.280. Such additional deposit or security shall not exceed $150 from a prospective or current tenant as a condition of permitting the tenant's pet to reside at the residential premises with the tenant.

(7) Other than the pet damage or security deposit authorized by this section, the landlord may not charge the tenant any fees or additional rent for keeping a pet.

**Sec.**  RCW 59.18.270 and 2011 c 132 s 14 are each amended to read as follows:

All moneys paid to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a lease or rental agreement or for accepting a tenant's pet shall promptly be deposited by the landlord in a trust account, maintained by the landlord for the purpose of holding such security deposits for tenants of the landlord, in a financial institution as defined by RCW ((~~30.22.041~~)) 30A.22.041 or licensed escrow agent located in Washington. Unless otherwise agreed in writing, the landlord shall be entitled to receipt of interest paid on such trust account deposits. The landlord shall provide the tenant with a written receipt for the deposit and shall provide written notice of the name and address and location of the depository and any subsequent change thereof. If during a tenancy the status of landlord is transferred to another, any sums in the deposit trust account affected by such transfer shall simultaneously be transferred to an equivalent trust account of the successor landlord, and the successor landlord shall promptly notify the tenant of the transfer and of the name, address, and location of the new depository. If, during the tenancy, the tenant's dwelling unit is foreclosed upon and the tenant's deposit is not transferred to the successor after the foreclosure sale or other transfer of the property from the foreclosed-upon owner to a successor, the foreclosed-upon owner shall promptly refund the full deposit to the tenant immediately after the foreclosure sale or transfer. If the foreclosed-upon owner does not either immediately refund the full deposit to the tenant or transfer the deposit to the successor, the foreclosed-upon owner is liable to the tenant for damages up to two times the amount of the deposit. In any action brought by the tenant to recover the deposit, the prevailing party is entitled to recover the costs of suit or arbitration, including reasonable attorneys' fees. The tenant's claim to any moneys paid under this section shall be prior to that of any creditor of the landlord, including a trustee in bankruptcy or receiver, even if such moneys are commingled.

**--- END ---**