
SUBSTITUTE HOUSE BILL 1326

State of Washington 52nd Legislature 1991 Regular Session

By House Committee on Housing (originally sponsored by Representatives Franklin, Mitchell, Day, Prentice, Paris, Moyer, Winsley, Cole, Zellinsky, Bray, Ferguson, Edmondson, Wood, Wynne, Lisk, Wineberry, Heavey, Jones, Vance, Tate and Nelson).

Read first time February 8, 1991.

1 AN ACT Relating to residential landlord drayage and storage costs
2 of tenant property; and amending RCW 59.18.310.

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

4 **Sec. 1.** RCW 59.18.310 and 1989 c 342 s 10 are each amended to
5 read as follows:

6 If the tenant defaults in the payment of rent and reasonably
7 indicates by words or actions the intention not to resume tenancy, the
8 tenant shall be liable for the following for such abandonment:
9 PROVIDED, That upon learning of such abandonment of the premises the
10 landlord shall make a reasonable effort to mitigate the damages
11 resulting from such abandonment:

12 (1) When the tenancy is month-to-month, the tenant shall be liable
13 for the rent for the thirty days following either the date the landlord
14 learns of the abandonment, or the date the next regular rental payment
15 would have become due, whichever first occurs.

1 (2) When the tenancy is for a term greater than month-to-month, the
2 tenant shall be liable for the lesser of the following:

3 (a) The entire rent due for the remainder of the term; or

4 (b) All rent accrued during the period reasonably necessary to
5 rerepent the premises at a fair rental, plus the difference between such
6 fair rental and the rent agreed to in the prior agreement, plus actual
7 costs incurred by the landlord in rerepenting the premises together with
8 statutory court costs and reasonable attorney's fees.

9 In the event of such abandonment of tenancy and an accompanying
10 default in the payment of rent by the tenant, the landlord may
11 immediately enter and take possession of any property of the tenant
12 found on the premises and may store the same in any reasonably secure
13 place. A landlord shall make reasonable efforts to provide the tenant
14 with a notice containing the name and address of the landlord and the
15 place where the property is stored and informing the tenant that a sale
16 or disposition of the property shall take place pursuant to this
17 section, and the date of the sale or disposal, and further informing
18 the tenant of the right under RCW 59.18.230 to have the property
19 returned prior to its sale or disposal. The landlord's efforts at
20 notice under this subsection shall be satisfied by the mailing by first
21 class mail, postage prepaid, of such notice to the tenant's last known
22 address and to any other address provided in writing by the tenant or
23 actually known to the landlord where the tenant might receive the
24 notice. The landlord shall return the property to the tenant after the
25 tenant has paid the actual reasonable drayage and storage costs if the
26 tenant makes a written request for the return of the property before
27 the landlord has sold or disposed of the property. After forty-five
28 days from the date the notice of such sale or disposal is mailed or
29 personally delivered to the tenant, the landlord may sell or dispose of
30 such property, including personal papers, family pictures, and

1 keepsakes. The landlord may apply any income derived therefrom against
2 moneys due the landlord, including actual reasonable costs of drayage
3 and storage of the property. If the property has a cumulative value of
4 fifty dollars or less, the landlord may sell or dispose of the property
5 in the manner provided in this section, except for personal papers,
6 family pictures, and keepsakes, after seven days from the date the
7 notice of sale or disposal is mailed or personally delivered to the
8 tenant: PROVIDED, That the landlord shall make reasonable efforts, as
9 defined in this section, to notify the tenant. Any excess income
10 derived from the sale of such property under this section shall be held
11 by the landlord for the benefit of the tenant for a period of one year
12 from the date of sale, and if no claim is made or action commenced by
13 the tenant for the recovery thereof prior to the expiration of that
14 period of time, the balance shall be the property of the landlord,
15 including any interest paid on the income.