
SUBSTITUTE HOUSE BILL 1262

State of Washington

53rd Legislature

1993 Regular Session

By House Committee on Trade, Economic Development & Housing (originally sponsored by Representatives Basich, Padden, Zellinsky, Foreman, Sheldon, Ludwig, Springer, Forner, Holm, Johanson and Kessler)

Read first time 03/03/93.

1 AN ACT Relating to residential landlord-tenant duties; amending RCW
2 59.18.060; and adding a new section to chapter 59.18 RCW.

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

4 NEW SECTION. **Sec. 1.** A new section is added to chapter 59.18 RCW
5 to read as follows:

6 The state of Washington hereby fully occupies and preempts the
7 entire field of landlord-tenant regulation within the boundaries of the
8 state. Local laws that are inconsistent with, more restrictive than,
9 or exceed the requirements of state law shall not be enacted and are
10 preempted and repealed, regardless of the nature of the code, charter,
11 or home rule status of the city, town, county, or other municipality.

12 Affirmative defenses to an unlawful detainer action, which change
13 the duties of a landlord or tenant that are inconsistent with, more
14 restrictive than, or exceed the requirements of state law shall not be
15 enacted and are preempted and repealed, regardless of the nature of the
16 code, charter, or home rule status of the city, town, county, or other
17 municipality.

1 **Sec. 2.** RCW 59.18.060 and 1991 c 154 s 2 are each amended to read
2 as follows:

3 The landlord will at all times during the tenancy keep the premises
4 fit for human habitation, and shall in particular:

5 (1) Maintain the premises to substantially comply with any
6 applicable code, statute, ordinance, or regulation governing their
7 maintenance or operation, which the legislative body enacting the
8 applicable code, statute, ordinance or regulation could enforce as to
9 the premises rented if such condition substantially endangers or
10 impairs the health or safety of the tenant;

11 (2) Maintain the roofs, floors, walls, chimneys, fireplaces,
12 foundations, and all other structural components in reasonably good
13 repair so as to be usable and capable of resisting any and all normal
14 forces and loads to which they may be subjected;

15 (3) Keep any shared or common areas reasonably clean, sanitary, and
16 safe from defects increasing the hazards of fire or accident;

17 (4) Provide a reasonable program for the control of infestation by
18 insects, rodents, and other pests at the initiation of the tenancy and,
19 except in the case of a single family residence, control infestation
20 during tenancy except where such infestation is caused by the tenant;

21 (5) Except where the condition is attributable to normal wear and
22 tear, make repairs and arrangements necessary to put and keep the
23 premises in as good condition as it by law or rental agreement should
24 have been, at the commencement of the tenancy;

25 (6) Provide reasonably adequate locks and furnish keys to the
26 tenant;

27 (7) Maintain all electrical, plumbing, heating, and other
28 facilities and appliances supplied by him in reasonably good working
29 order;

30 (8) Maintain the dwelling unit in reasonably weathertight
31 condition;

32 (9) Except in the case of a single family residence, provide and
33 maintain appropriate receptacles in common areas for the removal of
34 ashes, rubbish, and garbage, incidental to the occupancy and arrange
35 for the reasonable and regular removal of such waste;

36 (10) Except where the building is not equipped for the purpose,
37 provide facilities adequate to supply heat and water and hot water as
38 reasonably required by the tenant;

1 (11) Provide a written notice to the tenant that the dwelling unit
2 is equipped with a smoke detection device as required in RCW 48.48.140.
3 The notice shall inform the tenant of the tenant's responsibility to
4 maintain the smoke detection device in proper operating condition and
5 of penalties for failure to comply with the provisions of RCW
6 48.48.140(3). The notice must be signed by the landlord or the
7 landlord's authorized agent and tenant with copies provided to both
8 parties.

9 (12) Upon request of the tenant, provide in writing the reasons for
10 an eviction notice. In reasons that involve complaints from tenants,
11 the landlord need not state the names of other tenants;

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

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

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