
SUBSTITUTE SENATE BILL 5921

State of Washington

56th Legislature

1999 Regular Session

By Senate Committee on Judiciary (originally sponsored by Senator Kohl-Welles)

Read first time 03/03/99.

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) Provide a written notice to the tenant that the dwelling unit
24 is equipped with a smoke detection device as required in RCW 48.48.140.
25 The notice shall inform the tenant of the tenant's responsibility to
26 maintain the smoke detection device in proper operating condition and
27 of penalties for failure to comply with the provisions of RCW
28 48.48.140(3). The notice must be signed by the landlord or the
29 landlord's authorized agent and tenant with copies provided to both
30 parties((-));

31 (12) Designate to the tenant the name and address of the person who
32 is the landlord by a statement on the rental agreement or by a notice
33 conspicuously posted on the premises. The tenant shall be notified
34 immediately of any changes by certified mail or by an updated posting.
35 If the person designated in this section does not reside in the state
36 where the premises are located, there shall also be designated a person
37 who resides in the county who is authorized to act as an agent for the
38 purposes of service of notices and process, and if no designation is

1 made of a person to act as agent, then the person to whom rental
2 payments are to be made shall be considered such agent;

3 (13) Except in the case of a single-family residence, provide a
4 written statement to both new and existing tenants disclosing fire
5 protection and building safety information. The disclosure statement
6 shall provide information on the following: (a) Fire protection
7 features of the dwelling unit and premises, such as fire sprinkler
8 systems, smoke detection devices as provided in subsection (11) of this
9 section, including whether they are hard-wired or battery operated,
10 other monitoring and detection systems, fire response plans, areas of
11 refuge, and evacuation practices to the extent they exist; and (b)
12 smoking policy. The statement must be signed by the landlord or the
13 landlord's authorized agent and tenant with copies provided to both
14 parties. The written statement must be provided to new tenants prior
15 to signing the initial lease. The written statement must be provided
16 to existing tenants as soon as possible but not later than July 31,
17 2000.

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

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