

SHB 1012 - S COMM AMD

By Committee on Financial Services, Insurance & Housing

1 Strike everything after the enacting clause and insert the
2 following:

3 "Sec. 1. RCW 59.18.060 and 2002 c 259 s 1 are each amended to read
4 as follows:

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

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

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

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

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

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

27 (6) Provide reasonably adequate locks and furnish keys to the
28 tenant;

29 (7) Maintain all electrical, plumbing, heating, and other

1 facilities and appliances supplied by him in reasonably good working
2 order;

3 (8) Maintain the dwelling unit in reasonably weathertight
4 condition;

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

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

12 (11)(a) Provide a written notice to all tenants disclosing fire
13 safety and protection information. The landlord or his or her
14 authorized agent must provide a written notice to the tenant that the
15 dwelling unit is equipped with a smoke detection device as required in
16 RCW 48.48.140. The notice shall inform the tenant of the tenant's
17 responsibility to maintain the smoke detection device in proper
18 operating condition and of penalties for failure to comply with the
19 provisions of RCW 48.48.140(3). The notice must be signed by the
20 landlord or the landlord's authorized agent and tenant with copies
21 provided to both parties. Further, except with respect to a single-
22 family residence, the written notice must also disclose the following:

23 (i) Whether the smoke detection device is hard-wired or battery
24 operated;

25 (ii) Whether the building has a fire sprinkler system;

26 (iii) Whether the building has a fire alarm system;

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

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

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

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

35 (b) The information required under this subsection may be provided
36 to a tenant in a multifamily residential building either as a written

1 notice or as a checklist that discloses whether the building has fire
2 safety and protection devices and systems. The checklist shall include
3 a diagram showing the emergency evacuation routes for the occupants.

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

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

19 (b) When a tenant, after the exercise of due diligence, is unable
20 to ascertain the physical location of a landlord by the statement of
21 the landlord's address in the rental agreement, by the notice
22 conspicuously posted on the premises, or as notified by certified mail,
23 and service of any notice required under this section is deemed
24 necessary, the tenant may provide service upon the landlord by using
25 both certified mail and regular mail either to the address listed on
26 the property owner's current tax statement for the property being
27 rented by the tenant, to the address provided to the tenant for payment
28 of rent, or to the address provided to the tenant for service of
29 notice.

30 No duty shall devolve upon the landlord to repair a defective
31 condition under this section, nor shall any defense or remedy be
32 available to the tenant under this chapter, where the defective
33 condition complained of was caused by the conduct of such tenant, his
34 family, invitee, or other person acting under his control, or where a
35 tenant unreasonably fails to allow the landlord access to the property
36 for purposes of repair. When the duty imposed by subsection (1) of

1 this section is incompatible with and greater than the duty imposed by
2 any other provisions of this section, the landlord's duty shall be
3 determined pursuant to subsection (1) of this section."

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4 On page 1, line 1 of the title, after "relationships;" strike the
5 remainder of the title and insert "and amending RCW 59.18.060."

EFFECT: Clarifies that the provisions of this bill do not apply to service of process, only service of notice. It is further clarified that the method contained in this bill for service of notice is only applicable to violations of landlord duties under RCW 59.18.060 of the Residential Landlord Tenant Act.

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