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ENGROSSED SUBSTITUTE HOUSE BILL 1647

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State of Washington

63rd Legislature

2013 Regular Session

By House Judiciary (originally sponsored by Representatives Tarleton, Haler, Riccelli, Maxwell, Sawyer, Scott, Bergquist, Farrell, Morrell, Jinkins, Roberts, and Pollet)

READ FIRST TIME 02/21/13.

1 AN ACT Relating to landlord responsibilities regarding keys to  
2 leased premises; 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 2011 c 132 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 endangers or impairs the health  
13 or safety of the tenant;

14 (2) Maintain the structural components including, but not limited  
15 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and  
16 all other structural components, in reasonably good repair so as to be  
17 usable;

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 and safeguard with reasonable care any master key or  
12 duplicate keys to the dwelling unit;

13 (8) Maintain all electrical, plumbing, heating, and other  
14 facilities and appliances supplied by him or her in reasonably good  
15 working order;

16 ~~((+8))~~ (9) Maintain the dwelling unit in reasonably weathertight  
17 condition;

18 ~~((+9))~~ (10) Except in the case of a single-family residence,  
19 provide and maintain appropriate receptacles in common areas for the  
20 removal of ashes, rubbish, and garbage, incidental to the occupancy and  
21 arrange for the reasonable and regular removal of such waste;

22 ~~((+10))~~ (11) Provide facilities adequate to supply heat and water  
23 and hot water as reasonably required by the tenant;

24 ~~((+11))~~ (12)(a) Provide a written notice to all tenants disclosing  
25 fire safety and protection information. The landlord or his or her  
26 authorized agent must provide a written notice to the tenant that the  
27 dwelling unit is equipped with a smoke detection device as required in  
28 RCW 43.44.110. The notice shall inform the tenant of the tenant's  
29 responsibility to maintain the smoke detection device in proper  
30 operating condition and of penalties for failure to comply with the  
31 provisions of RCW 43.44.110(3). The notice must be signed by the  
32 landlord or the landlord's authorized agent and tenant with copies  
33 provided to both parties. Further, except with respect to a single-  
34 family residence, the written notice must also disclose the following:

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

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

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

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

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

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

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

9 (b) The information required under this subsection may be provided  
10 to a tenant in a multifamily residential building either as a written  
11 notice or as a checklist that discloses whether the building has fire  
12 safety and protection devices and systems. The checklist shall include  
13 a diagram showing the emergency evacuation routes for the occupants.

14 (c) The written notice or checklist must be provided to new tenants  
15 at the time the lease or rental agreement is signed;

16 ~~((+12+))~~ (13) Provide tenants with information provided or approved  
17 by the department of health about the health hazards associated with  
18 exposure to indoor mold. Information may be provided in written format  
19 individually to each tenant, or may be posted in a visible, public  
20 location at the dwelling unit property. The information must detail  
21 how tenants can control mold growth in their dwelling units to minimize  
22 the health risks associated with indoor mold. Landlords may obtain the  
23 information from the department's web site or, if requested by the  
24 landlord, the department must mail the information to the landlord in  
25 a printed format. When developing or changing the information, the  
26 department of health must include representatives of landlords in the  
27 development process. The information must be provided by the landlord  
28 to new tenants at the time the lease or rental agreement is signed;

29 ~~((+13+))~~ (14) The landlord and his or her agents and employees are  
30 immune from civil liability for failure to comply with subsection  
31 ~~((+12+))~~ (13) of this section except where the landlord and his or her  
32 agents and employees knowingly and intentionally do not comply with  
33 subsection ~~((+12+))~~ (13) of this section; and

34 ~~((+14+))~~ (15) Designate to the tenant the name and address of the  
35 person who is the landlord by a statement on the rental agreement or by  
36 a notice conspicuously posted on the premises. The tenant shall be  
37 notified immediately of any changes in writing, which must be either  
38 (a) delivered personally to the tenant or (b) mailed to the tenant and

1 conspicuously posted on the premises. If the person designated in this  
2 section does not reside in the state where the premises are located,  
3 there shall also be designated a person who resides in the county who  
4 is authorized to act as an agent for the purposes of service of notices  
5 and process, and if no designation is made of a person to act as agent,  
6 then the person to whom rental payments are to be made shall be  
7 considered such agent. Regardless of such designation, any owner who  
8 resides outside the state and who violates a provision of this chapter  
9 is deemed to have submitted himself or herself to the jurisdiction of  
10 the courts of this state and personal service of any process may be  
11 made on the owner outside the state with the same force and effect as  
12 personal service within the state. Any summons or process served out-  
13 of-state must contain the same information and be served in the same  
14 manner as personal service of summons or process served within the  
15 state, except the summons or process must require the party to appear  
16 and answer within sixty days after such personal service out of the  
17 state. In an action for a violation of this chapter that is filed  
18 under chapter 12.40 RCW, service of the notice of claim outside the  
19 state must contain the same information and be served in the same  
20 manner as required under chapter 12.40 RCW, except the date on which  
21 the party is required to appear must not be less than sixty days from  
22 the date of service of the notice of claim.

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

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