

SSB 5538 - H AMD TO JUDI COMM AMD (5538-S AMH JUDI ADAM 044) 413
By Representative Jinkins

ADOPTED 4/13/2015

1 Beginning on page 7, line 4 of the amendment, strike all of
2 section 3 and insert the following:

3 "NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18
4 RCW to read as follows:

5 (1) In the event of the death of a tenant who is the sole
6 occupant of the dwelling unit:

7 (a) The landlord, upon learning of the death of the tenant, shall
8 promptly mail or personally deliver written notice to any known
9 personal representative, known designated person, emergency contact
10 identified by the tenant on the rental application, known person
11 reasonably believed to be a successor of the tenant as defined in RCW
12 11.62.005, and to the deceased tenant at the address of the dwelling
13 unit. If the landlord knows of any address used for the receipt of
14 electronic communications, the landlord shall email the notice to
15 that address as well. The notice must include:

16 (i) The name of the deceased tenant and address of the dwelling
17 unit;

18 (ii) The approximate date of the deceased tenant's death;

19 (iii) The rental amount and date through which rent is paid;

20 (iv) A statement that the tenancy will terminate fifteen days
21 from the date the notice is mailed or personally delivered or the
22 date through which rent is paid, whichever comes later, unless during
23 that time period a tenant representative makes arrangements with the
24 landlord to pay rent in advance for no more than sixty days from the
25 date of the tenant's death to allow a tenant representative to
26 arrange for orderly removal of the tenant's property. At the end of
27 the period for which the rent has been paid pursuant to this
28 subsection, the tenancy ends;

29 (v) A statement that failure to remove the tenant's property
30 before the tenancy is terminated or ends as provided in (a)(iv) of
31 this subsection will allow the landlord to enter the dwelling unit
32 and take possession of any property found on the premises, store it

1 in a reasonably secure place, and charge the actual or reasonable
2 costs, whichever is less, of drayage and storage of the property, and
3 after service of a second notice sell or dispose of the property as
4 provided in subsection (3) of this section; and

5 (vi) A copy of any designation executed by the tenant pursuant to
6 section 2 of this act;

7 (b) The landlord shall turn over possession of the tenant's
8 property to a tenant representative if a request is made in writing
9 within the specified time period or any subsequent date agreed to by
10 the parties;

11 (c) Within fourteen days after the removal of the property by the
12 tenant representative, the landlord shall refund any unearned rent
13 and shall give a full and specific statement of the basis for
14 retaining any deposit together with the payment of any refund due the
15 deceased tenant under the terms and conditions of the rental
16 agreement to the tenant representative; and

17 (d) Any tenant representative who removes property from the
18 tenant's dwelling unit or the premises must, at the time of removal,
19 provide to the landlord an inventory of the removed property and
20 signed acknowledgment that he or she has only been given possession
21 and not ownership of the property.

22 (2) A landlord shall send a second written notice before selling
23 or disposing of a deceased tenant's property.

24 (a) If the tenant representative makes arrangements with the
25 landlord to pay rent in advance as provided in subsection (1)(a)(iv)
26 of this section, the landlord shall mail a second written notice to
27 any known personal representative, known designated person, emergency
28 contact identified by the tenant on the rental application, known
29 person reasonably believed to be a successor of the tenant as defined
30 in RCW 11.62.005, and to the deceased tenant at the dwelling unit.
31 The second notice must include:

32 (i) The name, address, and phone number or other contact
33 information for the tenant representative, if known, who made the
34 arrangements to pay rent in advance;

35 (ii) The amount of rent paid in advance and date through which
36 rent was paid; and

37 (iii) A statement that the landlord may sell or dispose of the
38 property on or after the date through which rent is paid or at least
39 forty-five days after the second notice is mailed, whichever comes

1 later, if a tenant representative does not claim and remove the
2 property in accordance with this subsection.

3 (b) If the landlord places the property in storage pursuant to
4 subsection (1)(a) of this section, the landlord shall mail a second
5 written notice, unless a written notice under (a) of this subsection
6 has already been provided, to any known personal representative,
7 known designated person, emergency contact identified by the tenant
8 on the rental application, known person reasonably believed to be a
9 successor of the tenant as defined in RCW 11.62.005, and to the
10 deceased tenant at the dwelling unit. The second notice must state
11 that the landlord may sell or dispose of the property on or after a
12 specified date that is at least forty-five days after the second
13 notice is mailed if a tenant representative does not claim and remove
14 the property in accordance with this subsection.

15 (c) The landlord shall turn over possession of the tenant's
16 property to a tenant representative if a written request is made
17 within the applicable time periods after the second notice is mailed,
18 provided the tenant representative: (i) Pays the actual or reasonable
19 costs, whichever is less, of drayage and storage of the property, if
20 applicable; and (ii) gives the landlord an inventory of the property
21 and signs an acknowledgment that he or she has only been given
22 possession and not ownership of the property.

23 (d) Within fourteen days after the removal of the property by the
24 tenant representative, the landlord shall refund any unearned rent
25 and shall give a full and specific statement of the basis for
26 retaining any deposit together with the payment of any refund due the
27 deceased tenant under the terms and conditions of the rental
28 agreement to the tenant representative.

29 (3)(a) If a tenant representative has not contacted the landlord
30 or removed the deceased tenant's property within the applicable time
31 periods under this section, the landlord may sell or dispose of the
32 deceased tenant's property, except for personal papers and personal
33 photographs, as provided in this subsection.

34 (i) If the landlord reasonably estimates the fair market value of
35 the stored property to be more than one thousand dollars, the
36 landlord shall arrange to sell the property in a commercially
37 reasonable manner and may dispose of any property that remains unsold
38 in a reasonable manner.

1 (ii) If the value of the stored property does not meet the
2 threshold provided in (a)(i) of this subsection, the landlord may
3 dispose of the property in a reasonable manner.

4 (iii) The landlord may apply any income derived from the sale of
5 the property pursuant to this section against any costs of sale and
6 moneys due the landlord, including actual or reasonable costs,
7 whichever is less, of drayage and storage of the deceased tenant's
8 property. Any excess income derived from the sale of such property
9 under this section must be held by the landlord for a period of one
10 year from the date of sale, and if no claim is made for recovery of
11 the excess income before the expiration of that one-year period, the
12 balance must be treated as abandoned property and deposited by the
13 landlord with the department of revenue pursuant to chapter 63.29
14 RCW.

15 (b) Personal papers and personal photographs that are not claimed
16 by a tenant representative within ninety days after a sale or other
17 disposition of the deceased tenant's other property shall be either
18 destroyed or held for the benefit of any successor of the deceased
19 tenant as defined in RCW 11.62.005.

20 (c) No landlord or employee of a landlord, or his or her family
21 members, may acquire, directly or indirectly, the property sold
22 pursuant to (a)(i) of this subsection or disposed of pursuant to
23 (a)(ii) of this subsection.

24 (4) Upon learning of the death of the tenant, the landlord may
25 enter the deceased tenant's dwelling unit and immediately dispose of
26 any perishable food, hazardous materials, and garbage found on the
27 premises and turn over animals to a tenant representative or to an
28 animal control officer, humane society, or other individual or
29 organization willing to care for the animals.

30 (5) Any notices sent by the landlord under this section must
31 include a mailing address, any address used for the receipt of
32 electronic communications, and a telephone number of the landlord.

33 (6) If a landlord knowingly violates this section, the landlord
34 is liable to the deceased tenant's estate for actual damages. The
35 prevailing party in any action pursuant to this subsection may
36 recover costs and reasonable attorneys' fees.

37 (7) A landlord who complies with this section is relieved from
38 any liability relating to the deceased tenant's property."

EFFECT: (1) Provides that the landlord's written notice regarding the death of a tenant must be sent promptly upon learning of the tenant's death.

(2) Revises the procedure that applies when a tenant representative makes arrangements with the landlord to pay rent in advance for up to sixty days. Provides that in this case, the landlord must mail a second notice to any known personal representative, known designated person, emergency contact, known successor, and the deceased tenant at the dwelling unit. Requires this second notice to include:

(a) The name, address, and phone number or other contact information for the tenant representative, if known, who made arrangements with the landlord;

(b) The amount of rent paid in advance and the date through which rent was paid; and

(c) A statement that the landlord may sell or dispose of the property on or after the later of the date through which rent is paid or forty-five days from the date of the notice if a tenant representative does not claim and remove the property.

(3) Makes a number of changes for clarification.

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