

# FINAL BILL REPORT

## SSB 5538

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Synopsis as Enacted

**Brief Description:** Concerning procedures and requirements relating to the death of a tenant.

**Sponsors:** Senate Committee on Financial Institutions & Insurance (originally sponsored by Senators Angel and Sheldon).

**Senate Committee on Financial Institutions & Insurance**  
**House Committee on Judiciary**

**Background:** The Residential Landlord Tenant Act (RLTA) governs the relationship between the renter of residential property (the tenant) and the property owner or the property owner's agent (the landlord). The RLTA outlines the specific duties of the landlord and the tenant and establishes procedures for each party to enforce their rights.

The RLTA does not explicitly address what procedures a landlord should follow in the case of the tenant's death. In general it is believed that under a month-to-month tenancy, notice of the tenant's death acts as a 30-day notice and signals the end of the lease. Under a longer term lease, the deceased tenant's estate would continue to be legally responsible for rental payments until the lease expires.

The law is also silent on what the landlord should do with respect to a tenant's property. The RLTA provides a procedure for landlords to follow in handling a tenant's personal property in the event that the tenant abandons the tenancy. Upon determination that the tenancy has been abandoned, and an accompanying default in the payment of rent, the landlord may take immediate possession of the tenant's personal property and store the property in a reasonably secure place. The landlord must make reasonable efforts to notify the tenant of the location where the property is stored, and of any impending sale. If the tenant does not come forward to claim the property within 45 days of notice, the landlord may sell or dispose of the property. The landlord may apply the proceeds against monies due to the landlord by the tenant. The landlord must hold any excess income for the benefit of the tenant for one year, after which the balance is property of the landlord.

The Uniform Residential Landlord and Tenant Act was codified by the Uniform Law Commission (ULC) in 1972 and subsequently adopted in 21 states, including Washington. In 2012 the ULC began meeting to address new developments affecting residential landlord and tenant law and to codify the best current practices in a revised act. The ULC anticipates the

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*This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.*

act will be ready for approval mid-July of this year and the final version will be available for distribution in the fall.

**Summary:** The RLTA provides procedures on how a landlord must dispose of a tenant's property in the event of a tenant's death.

A tenant representative is defined according to the hierarchy of legal authority to act for the estate:

- a personal representative, if known to the landlord;
- a successor who has filed an affidavit in a small estate proceeding;
- a designated person; or
- a person who provides reasonable evidence that he or she is a successor of the deceased tenant.

Upon written request by a landlord or on the tenant's own initiative, a tenant may designate a person to act for the tenant on the tenant's death when the tenant is the sole occupant of the property. A designation must be in writing and include the following:

- contact information of a designated person in the event of the tenant's death;
- a signed statement allowing the designated person, upon the tenant's death, to access the tenant's unit and property, and to accept the tenant's security deposit for the benefit of the estate; and
- a conspicuous statement that the designation remains in effect until it is revoked in writing or replaced with a new designation.

If a tenant dies and is the only occupant of the premises, the landlord must send a notice to the personal representative, designated person, emergency contact, any known person reasonably believed to be a successor, and the deceased tenant at the address of the premises. Contents of the notice are prescribed. A tenant representative has 15 days from the date of the notice or the date through which rent is paid to respond or remove the property.

If the property is not removed within the 15-day time period, the landlord may put the property in storage and send a second notice to all known contacts and representatives with notice that the property will be sold or disposed of in 45 days.

During the 15-day period, the tenant representative may make arrangements to pay rent for an additional 60 days to arrange for orderly removal of the property. If a tenant representative makes arrangements to extend the lease, the landlord must send a notice to all known contacts and representatives with the name of the representative who made the arrangements to extend the lease, the date through which rent is paid, and a statement that any property not removed from the premises may be sold or disposed of at the end of the period through which rent is paid.

If the landlord is contacted during any of the notice periods, the landlord may turn over possession of the property to any tenant representative if the representative pays the storage costs for the property, gives the landlord a written inventory of the property removed, and signs an acknowledgment that he or she has been given possession of the property, but not ownership. The landlord has no obligation to identify all heirs or successors in order to

release the property to a tenant representative. Within 14 days of removal of the property, the landlord must refund any unearned rent or deposits to the tenant representative.

If the landlord is not contacted in the 45-day period, the landlord may sell or dispose of the property. If the landlord estimates the value of the property is in excess of \$1,000, the landlord must arrange to sell the property in a commercially reasonable manner. Any remaining property must be disposed of in a reasonable manner. Commercially reasonable manner and reasonable manner are defined.

The landlord, employee of the landlord, or family members may not acquire property sold or disposed of. Personal papers and photographs may not be disposed of for 90 days following the date of sale or disposition.

Upon learning of the death of a tenant, the landlord may enter the dwelling and dispose of any perishable items and turn over any animals to a tenant representative or animal control.

A landlord who violates this section is liable for actual damages; compliance will relieve the landlord from liability. The process for abandonment does not apply to the disposition of property for a deceased tenant.

**Votes on Final Passage:**

Senate	49	0	
House	97	0	(House amended)
Senate	48	0	(Senate concurred)

**Effective:** July 24, 2015