

**ESHB 2535** - S COMM AMD

By Committee on Financial Institutions, Economic Development & Trade

**ADOPTED 03/03/2020**

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

3 **"Sec. 1.** RCW 59.18.170 and 1973 1st ex.s. c 207 s 17 are each  
4 amended to read as follows:

5 (1) If at any time during the tenancy the tenant fails to carry  
6 out the duties required by RCW 59.18.130 or 59.18.140, the landlord  
7 may, in addition to pursuit of remedies otherwise provided by law,  
8 give written notice to the tenant of said failure, which notice shall  
9 specify the nature of the failure.

10 (2) The landlord may not charge a late fee for rent that is paid  
11 within five days following its due date. If rent is more than five  
12 days past due, the landlord may charge late fees commencing from the  
13 first day after the due date until paid. Nothing in this subsection  
14 prohibits a landlord from serving a notice to pay or vacate at any  
15 time after the rent becomes due.

16 (3) When late fees may be assessed after rent becomes due, the  
17 tenant may propose that the date rent is due in the rental agreement  
18 be altered to a different due date of the month. The landlord shall  
19 agree to such a proposal if it is submitted in writing and the tenant  
20 can demonstrate that his or her primary source of income is a  
21 regular, monthly source of governmental assistance that is not  
22 received until after the date rent is due in the rental agreement.  
23 The proposed rent due date may not be more than five days after the  
24 date the rent is due in the rental agreement. Nothing in this  
25 subsection shall be construed to prevent a tenant from making a  
26 request for reasonable accommodation under federal, state, or local  
27 law.

28 **Sec. 2.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to  
29 read as follows:

30 (1) Any provision of a lease or other agreement, whether oral or  
31 written, whereby any section or subsection of this chapter is waived

1 except as provided in RCW 59.18.360 and shall be deemed against  
2 public policy and shall be unenforceable. Such unenforceability shall  
3 not affect other provisions of the agreement which can be given  
4 effect without them.

5 (2) No rental agreement may provide that the tenant:

6 (a) Agrees to waive or to forgo rights or remedies under this  
7 chapter; or

8 (b) Authorizes any person to confess judgment on a claim arising  
9 out of the rental agreement; or

10 (c) Agrees to pay the landlord's attorneys' fees, except as  
11 authorized in this chapter; or

12 (d) Agrees to the exculpation or limitation of any liability of  
13 the landlord arising under law or to indemnify the landlord for that  
14 liability or the costs connected therewith; or

15 (e) And landlord have agreed to a particular arbitrator at the  
16 time the rental agreement is entered into; or

17 (f) Agrees to pay late fees for rent that is paid within five  
18 days following its due date. If rent is more than five days past due,  
19 the landlord may charge late fees commencing from the first day after  
20 the due date until paid. Nothing in this subsection prohibits a  
21 landlord from serving a notice to pay or vacate at any time after the  
22 rent becomes due.

23 (3) A provision prohibited by subsection (2) of this section  
24 included in a rental agreement is unenforceable. If a landlord  
25 deliberately uses a rental agreement containing provisions known by  
26 him or her to be prohibited, the tenant may recover actual damages  
27 sustained by him or her, statutory damages not to exceed five hundred  
28 dollars, costs of suit, and reasonable attorneys' fees.

29 (4) The common law right of the landlord of distress for rent is  
30 hereby abolished for property covered by this chapter. Any provision  
31 in a rental agreement creating a lien upon the personal property of  
32 the tenant or authorizing a distress for rent is null and void and of  
33 no force and effect. Any landlord who takes or detains the personal  
34 property of a tenant without the specific written consent of the  
35 tenant to such incident of taking or detention, and who, after  
36 written demand by the tenant for the return of his or her personal  
37 property, refuses to return the same promptly shall be liable to the  
38 tenant for the value of the property retained, actual damages, and if  
39 the refusal is intentional, may also be liable for damages of up to  
40 five hundred dollars per day but not to exceed five thousand dollars,

1 for each day or part of a day that the tenant is deprived of his or  
2 her property. The prevailing party may recover his or her costs of  
3 suit and a reasonable attorneys' fee.

4 In any action, including actions pursuant to chapters 7.64 or  
5 12.28 RCW, brought by a tenant or other person to recover possession  
6 of his or her personal property taken or detained by a landlord in  
7 violation of this section, the court, upon motion and after notice to  
8 the opposing parties, may waive or reduce any bond requirements where  
9 it appears to be to the satisfaction of the court that the moving  
10 party is proceeding in good faith and has, prima facie, a meritorious  
11 claim for immediate delivery or redelivery of said property."

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12 On page 1, line 2 of the title, after "rent;" strike the  
13 remainder of the title and insert "and amending RCW 59.18.170 and  
14 59.18.230."

EFFECT: In a situation where a tenant is assessed with late fees,  
a tenant may propose altering the due date for rent to a different  
date if it relates directly to a regular, monthly source of  
governmental assistance that is not received until after the date  
rent is due as long as the due date is no more than five days later  
than the due date in the rental agreement.

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