
HOUSE BILL 2520

State of Washington

66th Legislature

2020 Regular Session

By Representatives Thai, Macri, Doglio, Morgan, Entenman, Kilduff, Pollet, Ryu, and Robinson

Read first time 01/15/20. Referred to Committee on Civil Rights & Judiciary.

1 AN ACT Relating to documentation and processes governing
2 landlords' claims for damage to residential premises; amending RCW
3 59.18.260, 59.18.280, 59.18.060, and 59.18.130; reenacting and
4 amending RCW 59.18.030; adding a new section to chapter 59.18 RCW;
5 and adding a new section to chapter 43.31 RCW.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and
8 2019 c 23 s 1 are each reenacted and amended to read as follows:

9 As used in this chapter:

10 (1) "Active duty" means service authorized by the president of
11 the United States, the secretary of defense, or the governor for a
12 period of more than thirty consecutive days.

13 (2) "Certificate of inspection" means an unsworn statement,
14 declaration, verification, or certificate made in accordance with the
15 requirements of chapter 5.50 RCW by a qualified inspector that states
16 that the landlord has not failed to fulfill any substantial
17 obligation imposed under RCW 59.18.060 that endangers or impairs the
18 health or safety of a tenant, including (a) structural members that
19 are of insufficient size or strength to carry imposed loads with
20 safety, (b) exposure of the occupants to the weather, (c) plumbing
21 and sanitation defects that directly expose the occupants to the risk

1 of illness or injury, (d) not providing facilities adequate to supply
2 heat and water and hot water as reasonably required by the tenant,
3 (e) providing heating or ventilation systems that are not functional
4 or are hazardous, (f) defective, hazardous, or missing electrical
5 wiring or electrical service, (g) defective or hazardous exits that
6 increase the risk of injury to occupants, and (h) conditions that
7 increase the risk of fire.

8 (3) "Commercially reasonable manner," with respect to a sale of a
9 deceased tenant's personal property, means a sale where every aspect
10 of the sale, including the method, manner, time, place, and other
11 terms, must be commercially reasonable. If commercially reasonable, a
12 landlord may sell the tenant's property by public or private
13 proceedings, by one or more contracts, as a unit or in parcels, and
14 at any time and place and on any terms.

15 (4) "Comprehensive reusable tenant screening report" means a
16 tenant screening report prepared by a consumer reporting agency at
17 the direction of and paid for by the prospective tenant and made
18 available directly to a prospective landlord at no charge, which
19 contains all of the following: (a) A consumer credit report prepared
20 by a consumer reporting agency within the past thirty days; (b) the
21 prospective tenant's criminal history; (c) the prospective tenant's
22 eviction history; (d) an employment verification; and (e) the
23 prospective tenant's address and rental history.

24 (5) "Criminal history" means a report containing or summarizing
25 (a) the prospective tenant's criminal convictions and pending cases,
26 the final disposition of which antedates the report by no more than
27 seven years, and (b) the results of a sex offender registry and
28 United States department of the treasury's office of foreign assets
29 control search, all based on at least seven years of address history
30 and alias information provided by the prospective tenant or available
31 in the consumer credit report.

32 (6) "Designated person" means a person designated by the tenant
33 under RCW 59.18.590.

34 (7) "Distressed home" has the same meaning as in RCW 61.34.020.

35 (8) "Distressed home conveyance" has the same meaning as in RCW
36 61.34.020.

37 (9) "Distressed home purchaser" has the same meaning as in RCW
38 61.34.020.

39 (10) "Dwelling unit" is a structure or that part of a structure
40 which is used as a home, residence, or sleeping place by one person

1 or by two or more persons maintaining a common household, including
2 but not limited to single-family residences and units of multiplexes,
3 apartment buildings, and mobile homes.

4 (11) "Eviction history" means a report containing or summarizing
5 the contents of any records of unlawful detainer actions concerning
6 the prospective tenant that are reportable in accordance with state
7 law, are lawful for landlords to consider, and are obtained after a
8 search based on at least seven years of address history and alias
9 information provided by the prospective tenant or available in the
10 consumer credit report.

11 (12) "Gang" means a group that: (a) Consists of three or more
12 persons; (b) has identifiable leadership or an identifiable name,
13 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
14 acts in concert mainly for criminal purposes.

15 (13) "Gang-related activity" means any activity that occurs
16 within the gang or advances a gang purpose.

17 (14) "In danger of foreclosure" means any of the following:

18 (a) The homeowner has defaulted on the mortgage and, under the
19 terms of the mortgage, the mortgagee has the right to accelerate full
20 payment of the mortgage and repossess, sell, or cause to be sold the
21 property;

22 (b) The homeowner is at least thirty days delinquent on any loan
23 that is secured by the property; or

24 (c) The homeowner has a good faith belief that he or she is
25 likely to default on the mortgage within the upcoming four months due
26 to a lack of funds, and the homeowner has reported this belief to:

27 (i) The mortgagee;

28 (ii) A person licensed or required to be licensed under chapter
29 19.134 RCW;

30 (iii) A person licensed or required to be licensed under chapter
31 19.146 RCW;

32 (iv) A person licensed or required to be licensed under chapter
33 18.85 RCW;

34 (v) An attorney-at-law;

35 (vi) A mortgage counselor or other credit counselor licensed or
36 certified by any federal, state, or local agency; or

37 (vii) Any other party to a distressed property conveyance.

38 (15) "Landlord" means the owner, lessor, or sublessor of the
39 dwelling unit or the property of which it is a part, and in addition
40 means any person designated as representative of the owner, lessor,

1 or sublessor including, but not limited to, an agent, a resident
2 manager, or a designated property manager.

3 (16) "Mortgage" is used in the general sense and includes all
4 instruments, including deeds of trust, that are used to secure an
5 obligation by an interest in real property.

6 (17) "Orders" means written official military orders, or any
7 written notification, certification, or verification from the service
8 member's commanding officer, with respect to the service member's
9 current or future military status.

10 (18) "Owner" means one or more persons, jointly or severally, in
11 whom is vested:

12 (a) All or any part of the legal title to property; or

13 (b) All or part of the beneficial ownership, and a right to
14 present use and enjoyment of the property.

15 (19) "Permanent change of station" means: (a) Transfer to a unit
16 located at another port or duty station; (b) change in a unit's home
17 port or permanent duty station; (c) call to active duty for a period
18 not less than ninety days; (d) separation; or (e) retirement.

19 (20) "Person" means an individual, group of individuals,
20 corporation, government, or governmental agency, business trust,
21 estate, trust, partnership, or association, two or more persons
22 having a joint or common interest, or any other legal or commercial
23 entity.

24 (21) "Premises" means a dwelling unit, appurtenances thereto,
25 grounds, and facilities held out for the use of tenants generally and
26 any other area or facility which is held out for use by the tenant.

27 (22) "Property" or "rental property" means all dwelling units on
28 a contiguous quantity of land managed by the same landlord as a
29 single, rental complex.

30 (23) "Prospective landlord" means a landlord or a person who
31 advertises, solicits, offers, or otherwise holds a dwelling unit out
32 as available for rent.

33 (24) "Prospective tenant" means a tenant or a person who has
34 applied for residential housing that is governed under this chapter.

35 (25) "Qualified inspector" means a United States department of
36 housing and urban development certified inspector; a Washington state
37 licensed home inspector; an American society of home inspectors
38 certified inspector; a private inspector certified by the national
39 association of housing and redevelopment officials, the American
40 association of code enforcement, or other comparable professional

1 association as approved by the local municipality; a municipal code
2 enforcement officer; a Washington licensed structural engineer; or a
3 Washington licensed architect.

4 (26) "Reasonable attorneys' fees," where authorized in this
5 chapter, means an amount to be determined including the following
6 factors: The time and labor required, the novelty and difficulty of
7 the questions involved, the skill requisite to perform the legal
8 service properly, the fee customarily charged in the locality for
9 similar legal services, the amount involved and the results obtained,
10 and the experience, reputation and ability of the lawyer or lawyers
11 performing the services.

12 (27) "Reasonable manner," with respect to disposing of a deceased
13 tenant's personal property, means to dispose of the property by
14 donation to a not-for-profit charitable organization, by removal of
15 the property by a trash hauler or recycler, or by any other method
16 that is reasonable under the circumstances.

17 (28) "Rent" or "rental amount" means recurring and periodic
18 charges identified in the rental agreement for the use and occupancy
19 of the premises, which may include charges for utilities. Except as
20 provided in RCW 59.18.283(3), these terms do not include nonrecurring
21 charges for costs incurred due to late payment, damages, deposits,
22 legal costs, or other fees, including attorneys' fees.

23 (29) "Rental agreement" means all agreements which establish or
24 modify the terms, conditions, rules, regulations, or any other
25 provisions concerning the use and occupancy of a dwelling unit.

26 (30) "Service member" means an active member of the United States
27 armed forces, a member of a military reserve component, or a member
28 of the national guard who is either stationed in or a resident of
29 Washington state.

30 (31) A "single-family residence" is a structure maintained and
31 used as a single dwelling unit. Notwithstanding that a dwelling unit
32 shares one or more walls with another dwelling unit, it shall be
33 deemed a single-family residence if it has direct access to a street
34 and shares neither heating facilities nor hot water equipment, nor
35 any other essential facility or service, with any other dwelling
36 unit.

37 (32) A "tenant" is any person who is entitled to occupy a
38 dwelling unit primarily for living or dwelling purposes under a
39 rental agreement.

40 (33) "Tenant representative" means:

1 (a) A personal representative of a deceased tenant's estate if
2 known to the landlord;

3 (b) If the landlord has no knowledge that a personal
4 representative has been appointed for the deceased tenant's estate, a
5 person claiming to be a successor of the deceased tenant who has
6 provided the landlord with proof of death and an affidavit made by
7 the person that meets the requirements of RCW 11.62.010(2);

8 (c) In the absence of a personal representative under (a) of this
9 subsection or a person claiming to be a successor under (b) of this
10 subsection, a designated person; or

11 (d) In the absence of a personal representative under (a) of this
12 subsection, a person claiming to be a successor under (b) of this
13 subsection, or a designated person under (c) of this subsection, any
14 person who provides the landlord with reasonable evidence that he or
15 she is a successor of the deceased tenant as defined in RCW
16 11.62.005. The landlord has no obligation to identify all of the
17 deceased tenant's successors.

18 (34) "Tenant screening" means using a consumer report or other
19 information about a prospective tenant in deciding whether to make or
20 accept an offer for residential rental property to or from a
21 prospective tenant.

22 (35) "Tenant screening report" means a consumer report as defined
23 in RCW 19.182.010 and any other information collected by a tenant
24 screening service.

25 (36) "Wear resulting from ordinary use of the premises" means
26 deterioration that results from the intended use of a dwelling unit,
27 including breakage or malfunction due to age or deteriorated
28 condition. Such wear does not include deterioration that results from
29 negligence, carelessness, accident, or abuse of the premises,
30 fixtures, equipment, or furnishings by the tenant, immediate family
31 member, or guest.

32 **Sec. 2.** RCW 59.18.260 and 2011 c 132 s 13 are each amended to
33 read as follows:

34 (1) If any moneys are paid to the landlord by the tenant as a
35 deposit or as security for performance of the tenant's obligations in
36 a lease or rental agreement, the lease or rental agreement shall be
37 in writing and shall include the terms and conditions under which the
38 deposit or portion thereof may be withheld by the landlord upon
39 termination of the lease or rental agreement. If all or part of the

1 deposit may be withheld to indemnify the landlord for damages to the
2 premises for which the tenant is responsible, the rental agreement
3 shall be in writing and shall so specify.

4 (2)(a) No deposit may be collected by a landlord unless the
5 rental agreement is in writing and a written checklist or statement
6 is provided by the landlord to the tenant at the commencement of the
7 tenancy specifically describing the condition and cleanliness of or
8 existing damages to the premises, fixtures, equipment, and
9 furnishings ((~~7~~)) including, but not limited to ((~~7~~ walls, floors,
10 countertops, carpets, drapes, furniture, and appliances, ~~is provided~~
11 ~~by the landlord to the tenant at the commencement of the tenancy~~)):

12 (i) Walls, including wall paint and wallpaper;

13 (ii) Countertops;

14 (iii) Carpets and other flooring;

15 (iv) Window coverings such as curtains, drapes, and blinds;

16 (v) Window screens;

17 (vi) Furniture; and

18 (vii) Appliances.

19 (b) The written checklist or statement shall indicate the age of
20 all fixtures, equipment, and furnishings, the time since their
21 installment or replacement, and their useful life.

22 (3) The checklist or statement shall be signed and dated by the
23 landlord and the tenant, and the tenant shall be provided with a copy
24 of the signed checklist or statement. The tenant has the right to
25 request one free replacement copy of the written checklist.

26 (4) No such deposit shall be withheld on account of ((normal))
27 wear ((and tear)) resulting from ordinary use of the premises ((The
28 tenant has the right to request one free replacement copy of the
29 written checklist)) as defined in RCW 59.18.030.

30 (5) If the landlord collects a deposit without providing a
31 written checklist at the commencement of the tenancy, the landlord is
32 liable to the tenant for the amount of the deposit, and the
33 prevailing party may recover court costs and reasonable attorneys'
34 fees. This section does not limit the tenant's right to recover
35 moneys paid as damages or security under RCW 59.18.280.

36 **Sec. 3.** RCW 59.18.280 and 2016 c 66 s 4 are each amended to read
37 as follows:

38 (1) (a) Within twenty-one days after the termination of the rental
39 agreement and vacation of the premises or, if the tenant abandons the

1 premises as defined in RCW 59.18.310, within twenty-one days after
2 the landlord learns of the abandonment, the landlord shall give a
3 full and specific statement of the basis for retaining any of the
4 deposit, and any documentation required by (b) of this subsection,
5 together with the payment of any refund due the tenant under the
6 terms and conditions of the rental agreement. ~~((a) No portion of any
7 deposit shall be withheld on account of wear resulting from ordinary
8 use of the premises.~~

9 ~~(b))~~ The landlord complies with this ~~((section))~~ subsection if
10 ~~((the required statement or payment, or both,))~~ these are delivered
11 to the tenant personally or deposited in the United States mail
12 properly addressed to the tenant's last known address with first-
13 class postage prepaid within the twenty-one days.

14 (b) With the statement required by (a) of this subsection, the
15 landlord shall include copies of estimates received or invoices paid
16 to substantiate damage charges. Where repairs are performed by the
17 landlord or the landlord's employee, if a deduction is made for
18 materials or supplies, the landlord shall provide a copy of the bill,
19 invoice, or receipt. The landlord may document the cost of materials
20 or supplies already in the landlord's possession or purchased on an
21 ongoing basis by providing a copy of a bill, invoice, receipt, vendor
22 price list, or other vendor document that reasonably documents the
23 cost of the item used in the repair or cleaning of the unit. Where
24 repairs are performed by the landlord or the landlord's employee, the
25 landlord shall include a statement of the time spent performing
26 repairs and the reasonable hourly rate charged.

27 (c) No portion of any deposit may be withheld on account of wear
28 resulting from ordinary use of the premises. Any part of the
29 premises, including fixtures, equipment, and furnishings, that
30 requires replacement or repair but has reached the end of its useful
31 life shall be deemed to have deteriorated as the result of wear
32 resulting from ordinary use of the premises regardless of its
33 condition at the time replacement or repair is required.

34 (i) A tenant who damages the premises, including fixtures,
35 equipment, and furnishings in excess of wear resulting from ordinary
36 use of the premises may be charged only that proportion of the cost
37 of replacement that represents the item's remaining useful life at
38 the time of the termination of the tenancy.

39 (ii) Where the premises, including fixtures, equipment, and
40 furnishings are damaged in excess of wear resulting from ordinary use

1 of the premises, and the damage does not encompass the item's
2 entirety, no portion of any deposit shall be withheld in excess of
3 the cost of repair or replacement of the damaged portion.

4 (2) A tenant may request a walkthrough of the premises not more
5 than thirty days and not less than fourteen days before the
6 termination of the rental agreement. Immediately following the
7 walkthrough, at which the tenant has the right to be present, the
8 landlord shall provide a written checklist or statement specifically
9 describing the condition and cleanliness of or existing damages to
10 the premises, fixtures, equipment, and furnishings. The written
11 checklist or statement shall be signed and dated by the landlord and
12 the tenant, and the tenant shall be provided with a copy of the
13 signed written checklist or statement.

14 (3) If the landlord fails to give ((such)) the statement and any
15 documentation required by subsection (1) of this section together
16 with any refund due the tenant within the time limits specified
17 ((above)) in subsection (1) of this section he or she shall be liable
18 to the tenant for the full amount of the deposit. The landlord is
19 also barred in any action brought by the tenant to recover the
20 deposit from asserting any claim or raising any defense for retaining
21 any of the deposit unless the landlord shows that circumstances
22 beyond the landlord's control prevented the landlord from providing
23 the statement and any documentation within the twenty-one days or
24 that the tenant abandoned the premises as defined in RCW 59.18.310.
25 The court ((may in its discretion)) shall award up to two times the
26 amount of the deposit for the intentional refusal of the landlord to
27 give the statement, documentation, or refund due. In any action
28 brought by the tenant to recover the deposit, the prevailing party
29 shall additionally be entitled to the cost of suit or arbitration
30 including a reasonable attorneys' fee.

31 ((+3)) (4)(a) Nothing in this chapter shall preclude the
32 landlord from proceeding against, and the landlord shall have the
33 right to proceed against a tenant to recover sums exceeding the
34 amount of the tenant's damage or security deposit for damage to the
35 property for which the tenant is responsible together with reasonable
36 attorneys' fees.

37 (b) Damages for wear resulting from ordinary use of the premises
38 or not substantiated by documentation may not be charged to the
39 tenant, reported to any credit agency, tenant screening service, or

1 prospective landlord, or submitted for collection by any third-party
2 agency.

3 (c) Any action taken against a tenant to recover sums exceeding
4 the amount of the deposit shall be commenced within one year of the
5 termination of the rental agreement or the tenant's abandonment of
6 the premises.

7 NEW SECTION. Sec. 4. A new section is added to chapter 59.18
8 RCW to read as follows:

9 (1) From and after the adoption of useful life tables in rule by
10 the department of commerce pursuant to section 5 of this act, useful
11 life shall be determined with reference to those tables. If a fixture
12 or a piece of equipment or furnishings does not appear in the tables
13 or is substantially different from what appears in the tables, the
14 useful life may be determined with reference to items in the table
15 with similar characteristics or information published by the
16 manufacturer or other evidence.

17 (2) For the purposes of this section, "useful life" means the
18 expected lifetime, or the acceptable period of use under normal
19 circumstances.

20 NEW SECTION. Sec. 5. A new section is added to chapter 43.31
21 RCW to read as follows:

22 (1) Before December 31, 2020, and periodically thereafter, the
23 department of commerce shall adopt by rule tables establishing the
24 useful life of fixtures, equipment, and furnishings for use in
25 determining damages to premises pursuant to chapter 59.18 RCW.

26 (2) For the purposes of this section, "useful life" means the
27 expected lifetime, or the acceptable period of use under normal
28 circumstances.

29 **Sec. 6.** RCW 59.18.060 and 2013 c 35 s 1 are each amended to read
30 as follows:

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

33 (1) Maintain the premises to substantially comply with any
34 applicable code, statute, ordinance, or regulation governing their
35 maintenance or operation, which the legislative body enacting the
36 applicable code, statute, ordinance or regulation could enforce as to

1 the premises rented if such condition endangers or impairs the health
2 or safety of the tenant;

3 (2) Maintain the structural components including, but not limited
4 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
5 all other structural components, in reasonably good repair so as to
6 be usable;

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

9 (4) Provide a reasonable program for the control of infestation
10 by insects, rodents, and other pests at the initiation of the tenancy
11 and, except in the case of a single-family residence, control
12 infestation during tenancy except where such infestation is caused by
13 the tenant;

14 (5) Except where the condition is attributable to (~~normal~~) wear
15 (~~and tear~~) resulting from ordinary use of the premises, make
16 repairs and arrangements necessary to put and keep the premises in as
17 good condition as it by law or rental agreement should have been, at
18 the commencement of the tenancy;

19 (6) Provide reasonably adequate locks and furnish keys to the
20 tenant;

21 (7) Maintain and safeguard with reasonable care any master key or
22 duplicate keys to the dwelling unit;

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

26 (9) Maintain the dwelling unit in reasonably weathertight
27 condition;

28 (10) Except in the case of a single-family residence, provide and
29 maintain appropriate receptacles in common areas for the removal of
30 ashes, rubbish, and garbage, incidental to the occupancy and arrange
31 for the reasonable and regular removal of such waste;

32 (11) Provide facilities adequate to supply heat and water and hot
33 water as reasonably required by the tenant;

34 (12)(a) Provide a written notice to all tenants disclosing fire
35 safety and protection information. The landlord or his or her
36 authorized agent must provide a written notice to the tenant that the
37 dwelling unit is equipped with a smoke detection device as required
38 in RCW 43.44.110. The notice shall inform the tenant of the tenant's
39 responsibility to maintain the smoke detection device in proper
40 operating condition and of penalties for failure to comply with the

1 provisions of RCW 43.44.110(3). The notice must be signed by the
2 landlord or the landlord's authorized agent and tenant with copies
3 provided to both parties. Further, except with respect to a single-
4 family residence, the written notice must also disclose the
5 following:

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

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

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

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

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

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

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

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

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

26 (13) Provide tenants with information provided or approved by the
27 department of health about the health hazards associated with
28 exposure to indoor mold. Information may be provided in written
29 format individually to each tenant, or may be posted in a visible,
30 public location at the dwelling unit property. The information must
31 detail how tenants can control mold growth in their dwelling units to
32 minimize the health risks associated with indoor mold. Landlords may
33 obtain the information from the department's web site or, if
34 requested by the landlord, the department must mail the information
35 to the landlord in a printed format. When developing or changing the
36 information, the department of health must include representatives of
37 landlords in the development process. The information must be
38 provided by the landlord to new tenants at the time the lease or
39 rental agreement is signed;

1 (14) The landlord and his or her agents and employees are immune
2 from civil liability for failure to comply with subsection (13) of
3 this section except where the landlord and his or her agents and
4 employees knowingly and intentionally do not comply with subsection
5 (13) of this section; and

6 (15) Designate to the tenant the name and address of the person
7 who is the landlord by a statement on the rental agreement or by a
8 notice conspicuously posted on the premises. The tenant shall be
9 notified immediately of any changes in writing, which must be either
10 (a) delivered personally to the tenant or (b) mailed to the tenant
11 and conspicuously posted on the premises. If the person designated in
12 this section does not reside in the state where the premises are
13 located, there shall also be designated a person who resides in the
14 county who is authorized to act as an agent for the purposes of
15 service of notices and process, and if no designation is made of a
16 person to act as agent, then the person to whom rental payments are
17 to be made shall be considered such agent. Regardless of such
18 designation, any owner who resides outside the state and who violates
19 a provision of this chapter is deemed to have submitted himself or
20 herself to the jurisdiction of the courts of this state and personal
21 service of any process may be made on the owner outside the state
22 with the same force and effect as personal service within the state.
23 Any summons or process served out-of-state must contain the same
24 information and be served in the same manner as personal service of
25 summons or process served within the state, except the summons or
26 process must require the party to appear and answer within sixty days
27 after such personal service out of the state. In an action for a
28 violation of this chapter that is filed under chapter 12.40 RCW,
29 service of the notice of claim outside the state must contain the
30 same information and be served in the same manner as required under
31 chapter 12.40 RCW, except the date on which the party is required to
32 appear must not be less than sixty days from the date of service of
33 the notice of claim.

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

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

5 **Sec. 7.** RCW 59.18.130 and 2011 c 132 s 8 are each amended to
6 read as follows:

7 Each tenant shall pay the rental amount at such times and in such
8 amounts as provided for in the rental agreement or as otherwise
9 provided by law and comply with all obligations imposed upon tenants
10 by applicable provisions of all municipal, county, and state codes,
11 statutes, ordinances, and regulations, and in addition shall:

12 (1) Keep that part of the premises which he or she occupies and
13 uses as clean and sanitary as the conditions of the premises permit;

14 (2) Properly dispose from his or her dwelling unit all rubbish,
15 garbage, and other organic or flammable waste, in a clean and
16 sanitary manner at reasonable and regular intervals, and assume all
17 costs of extermination and fumigation for infestation caused by the
18 tenant;

19 (3) Properly use and operate all electrical, gas, heating,
20 plumbing and other fixtures and appliances supplied by the landlord;

21 (4) Not intentionally or negligently destroy, deface, damage,
22 impair, or remove any part of the structure or dwelling, with the
23 appurtenances thereto, including the facilities, equipment,
24 furniture, furnishings, and appliances, or permit any member of his
25 or her family, invitee, licensee, or any person acting under his or
26 her control to do so. Violations may be prosecuted under chapter
27 9A.48 RCW if the destruction is intentional and malicious;

28 (5) Not permit a nuisance or common waste;

29 (6) Not engage in drug-related activity at the rental premises,
30 or allow a subtenant, sublessee, resident, or anyone else to engage
31 in drug-related activity at the rental premises with the knowledge or
32 consent of the tenant. "Drug-related activity" means that activity
33 which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

34 (7) Maintain the smoke detection device in accordance with the
35 manufacturer's recommendations, including the replacement of
36 batteries where required for the proper operation of the smoke
37 detection device, as required in RCW 43.44.110(3);

38 (8) Not engage in any activity at the rental premises that is:

1 (a) Imminently hazardous to the physical safety of other persons
2 on the premises; and
3 (b) (i) Entails physical assaults upon another person which result
4 in an arrest; or
5 (ii) Entails the unlawful use of a firearm or other deadly weapon
6 as defined in RCW 9A.04.110 which results in an arrest, including
7 threatening another tenant or the landlord with a firearm or other
8 deadly weapon under RCW 59.18.352. Nothing in this subsection (8)
9 shall authorize the termination of tenancy and eviction of the victim
10 of a physical assault or the victim of the use or threatened use of a
11 firearm or other deadly weapon;
12 (9) Not engage in any gang-related activity at the premises, as
13 defined in RCW 59.18.030, or allow another to engage in such activity
14 at the premises, that renders people in at least two or more dwelling
15 units or residences insecure in life or the use of property or that
16 injures or endangers the safety or health of people in at least two
17 or more dwelling units or residences. In determining whether a tenant
18 is engaged in gang-related activity, a court should consider the
19 totality of the circumstances, including factors such as whether
20 there have been a significant number of complaints to the landlord
21 about the tenant's activities at the property, damages done by the
22 tenant to the property, including the property of other tenants or
23 neighbors, harassment or threats made by the tenant to other tenants
24 or neighbors that have been reported to law enforcement agencies, any
25 police incident reports involving the tenant, and the tenant's
26 criminal history; and
27 (10) Upon termination and vacation, restore the premises to their
28 initial condition except for ((reasonable)) wear ((and—tear))
29 resulting from ordinary use of the premises or conditions caused by
30 failure of the landlord to comply with his or her obligations under
31 this chapter. The tenant shall not be charged for normal cleaning if
32 he or she has paid a nonrefundable cleaning fee.

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