
SUBSTITUTE SENATE BILL 5600

State of Washington

66th Legislature

2019 Regular Session

By Senate Housing Stability & Affordability (originally sponsored by Senators Kuderer, Das, Nguyen, Frockt, Cleveland, Darneille, Saldaña, Hasegawa, Wilson, C., Conway, Randall, Wellman, Keiser, Hunt, Pedersen, and Lias)

READ FIRST TIME 02/19/19.

1 AN ACT Relating to residential tenant protections; amending RCW
2 59.12.030, 59.18.410, and 59.18.390; reenacting and amending RCW
3 59.18.030; adding new sections to chapter 59.18 RCW; and prescribing
4 penalties.

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

6 **Sec. 1.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to
7 read as follows:

8 A tenant of real property for a term less than life is (~~guilty~~
9 ~~of~~) liable for unlawful detainer either:

10 (1) When he or she holds over or continues in possession, in
11 person or by subtenant, of the property or any part thereof after the
12 expiration of the term for which it is let to him or her. When real
13 property is leased for a specified term or period by express or
14 implied contract, whether written or oral, the tenancy shall be
15 terminated without notice at the expiration of the specified term or
16 period;

17 (2) When he or she, having leased property for an indefinite time
18 with monthly or other periodic rent reserved, continues in possession
19 thereof, in person or by subtenant, after the end of any such month
20 or period, when the landlord, more than twenty days prior to the end
21 of such month or period, has served notice (in manner in RCW

1 59.12.040 provided) requiring him or her to quit the premises at the
2 expiration of such month or period;

3 (3) When he or she continues in possession in person or by
4 subtenant after a default in the payment of rent, and after notice in
5 writing requiring in the alternative the payment of the rent or the
6 surrender of the detained premises, served (in manner in RCW
7 59.12.040 provided) in behalf of the person entitled to the rent upon
8 the person owing it, has remained uncomplied with for the period of
9 three days after service thereof, or for the period of fourteen days
10 after service for tenancies under chapter 59.18 RCW. The notice may
11 be served at any time after the rent becomes due;

12 (4) When he or she continues in possession in person or by
13 subtenant after a neglect or failure to keep or perform any other
14 condition or covenant of the lease or agreement under which the
15 property is held, including any covenant not to assign or sublet,
16 than one for the payment of rent, and after notice in writing
17 requiring in the alternative the performance of such condition or
18 covenant or the surrender of the property, served (in manner in RCW
19 59.12.040 provided) upon him or her, and if there is a subtenant in
20 actual possession of the premises, also upon such subtenant, shall
21 remain uncomplied with for ten days after service thereof. Within ten
22 days after the service of such notice the tenant, or any subtenant in
23 actual occupation of the premises, or any mortgagee of the term, or
24 other person interested in its continuance, may perform such
25 condition or covenant and thereby save the lease from such
26 forfeiture;

27 (5) When he or she commits or permits waste upon the demised
28 premises, or when he or she sets up or carries on thereon any
29 unlawful business, or when he or she erects, suffers, permits, or
30 maintains on or about the premises any nuisance, and remains in
31 possession after the service (in manner in RCW 59.12.040 provided)
32 upon him or her of three days' notice to quit;

33 (6) A person who, without the permission of the owner and without
34 having color of title thereto, enters upon land of another and who
35 fails or refuses to remove therefrom after three days' notice, in
36 writing and served upon him or her in the manner provided in RCW
37 59.12.040. Such person may also be subject to the criminal provisions
38 of chapter 9A.52 RCW; or

39 (7) When he or she commits or permits any gang-related activity
40 at the premises as prohibited by RCW 59.18.130.

1 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18
2 RCW to read as follows:

3 Every fourteen-day notice served pursuant to RCW 59.12.030(3)
4 must be in substantially the following form:

5 **"FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES**

6 You are receiving the attached notice because the landlord
7 alleges you are not in compliance with the terms of the lease
8 agreement by failing to pay rent and/or utilities that are past due.
9 **The monthly rent amount is \$ (dollar amount).**

10 **Rent due for (list month(s)):** **\$ (dollar amount)**

11 **AND/OR**

12 **Utilities due for (list month(s)):** **\$ (dollar amount)**

13 **Total rent and/or utilities due:** **\$ (dollar amount)**

14 **Note - payment must be by cash, cashier's check, money order, or**
15 **certified funds.**

16 You must pay the total amount of rent and/or utilities due to
17 your landlord within fourteen (14) days after receipt of this notice
18 or you must vacate the premises. Any payment you make to the landlord
19 must first be applied to the amount due as shown on this notice. Any
20 failure to comply with this notice within fourteen (14) days after
21 receipt of this notice may result in a judicial proceeding that leads
22 to your eviction from the premises.

23 **The Washington state Department of Commerce has this notice in**
24 **multiple languages on its website. You will also find information**
25 **there on how to find a lawyer or advocate at low or no cost and any**
26 **available resources to help pay your rent. Alternatively, call 2-1-1**
27 **to learn about these services.**

28 **State law provides you the right to receive interpreter services**
29 **at court.**

30

31 OWNER/LANDLORD: _____ DATE: _____

32

33 **WHERE RENT IS TO BE PAID: ___(owner/landlord name)___**
34 **_____ (address) _____"**

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

1 (1) The department of commerce shall produce and maintain on its
2 web site translated versions of the notice under section 2 of this
3 act in the top ten languages spoken in Washington state and, at the
4 discretion of the department, other languages. The notice must be
5 made available upon request in printed form on one letter size paper,
6 eight and one-half by eleven inches, and in an easily readable font
7 size.

8 (2) The department of commerce shall also provide on its web site
9 information on where tenants can access legal or advocacy resources,
10 including information on any immigrant and cultural organizations
11 where tenants can receive assistance in their primary language.

12 **Sec. 4.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and
13 amended to read as follows:

14 As used in this chapter:

15 (1) "Certificate of inspection" means an unsworn statement,
16 declaration, verification, or certificate made in accordance with the
17 requirements of RCW 9A.72.085 by a qualified inspector that states
18 that the landlord has not failed to fulfill any substantial
19 obligation imposed under RCW 59.18.060 that endangers or impairs the
20 health or safety of a tenant, including (a) structural members that
21 are of insufficient size or strength to carry imposed loads with
22 safety, (b) exposure of the occupants to the weather, (c) plumbing
23 and sanitation defects that directly expose the occupants to the risk
24 of illness or injury, (d) not providing facilities adequate to supply
25 heat and water and hot water as reasonably required by the tenant,
26 (e) providing heating or ventilation systems that are not functional
27 or are hazardous, (f) defective, hazardous, or missing electrical
28 wiring or electrical service, (g) defective or hazardous exits that
29 increase the risk of injury to occupants, and (h) conditions that
30 increase the risk of fire.

31 (2) "Commercially reasonable manner," with respect to a sale of a
32 deceased tenant's personal property, means a sale where every aspect
33 of the sale, including the method, manner, time, place, and other
34 terms, must be commercially reasonable. If commercially reasonable, a
35 landlord may sell the tenant's property by public or private
36 proceedings, by one or more contracts, as a unit or in parcels, and
37 at any time and place and on any terms.

38 (3) "Comprehensive reusable tenant screening report" means a
39 tenant screening report prepared by a consumer reporting agency at

1 the direction of and paid for by the prospective tenant and made
2 available directly to a prospective landlord at no charge, which
3 contains all of the following: (a) A consumer credit report prepared
4 by a consumer reporting agency within the past thirty days; (b) the
5 prospective tenant's criminal history; (c) the prospective tenant's
6 eviction history; (d) an employment verification; and (e) the
7 prospective tenant's address and rental history.

8 (4) "Criminal history" means a report containing or summarizing
9 (a) the prospective tenant's criminal convictions and pending cases,
10 the final disposition of which antedates the report by no more than
11 seven years, and (b) the results of a sex offender registry and
12 United States department of the treasury's office of foreign assets
13 control search, all based on at least seven years of address history
14 and alias information provided by the prospective tenant or available
15 in the consumer credit report.

16 (5) "Designated person" means a person designated by the tenant
17 under RCW 59.18.590.

18 (6) "Distressed home" has the same meaning as in RCW 61.34.020.

19 (7) "Distressed home conveyance" has the same meaning as in RCW
20 61.34.020.

21 (8) "Distressed home purchaser" has the same meaning as in RCW
22 61.34.020.

23 (9) "Dwelling unit" is a structure or that part of a structure
24 which is used as a home, residence, or sleeping place by one person
25 or by two or more persons maintaining a common household, including
26 but not limited to single-family residences and units of multiplexes,
27 apartment buildings, and mobile homes.

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

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

39 (12) "Gang-related activity" means any activity that occurs
40 within the gang or advances a gang purpose.

1 (13) "In danger of foreclosure" means any of the following:

2 (a) The homeowner has defaulted on the mortgage and, under the

3 terms of the mortgage, the mortgagee has the right to accelerate full

4 payment of the mortgage and repossess, sell, or cause to be sold the

5 property;

6 (b) The homeowner is at least thirty days delinquent on any loan

7 that is secured by the property; or

8 (c) The homeowner has a good faith belief that he or she is

9 likely to default on the mortgage within the upcoming four months due

10 to a lack of funds, and the homeowner has reported this belief to:

11 (i) The mortgagee;

12 (ii) A person licensed or required to be licensed under chapter

13 19.134 RCW;

14 (iii) A person licensed or required to be licensed under chapter

15 19.146 RCW;

16 (iv) A person licensed or required to be licensed under chapter

17 18.85 RCW;

18 (v) An attorney-at-law;

19 (vi) A mortgage counselor or other credit counselor licensed or

20 certified by any federal, state, or local agency; or

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

22 (14) "Landlord" means the owner, lessor, or sublessor of the

23 dwelling unit or the property of which it is a part, and in addition

24 means any person designated as representative of the owner, lessor,

25 or sublessor including, but not limited to, an agent, a resident

26 manager, or a designated property manager.

27 (15) "Mortgage" is used in the general sense and includes all

28 instruments, including deeds of trust, that are used to secure an

29 obligation by an interest in real property.

30 (16) "Owner" means one or more persons, jointly or severally, in

31 whom is vested:

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

33 (b) All or part of the beneficial ownership, and a right to

34 present use and enjoyment of the property.

35 (17) "Person" means an individual, group of individuals,

36 corporation, government, or governmental agency, business trust,

37 estate, trust, partnership, or association, two or more persons

38 having a joint or common interest, or any other legal or commercial

39 entity.

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

4 (19) "Property" or "rental property" means all dwelling units on
5 a contiguous quantity of land managed by the same landlord as a
6 single, rental complex.

7 (20) "Prospective landlord" means a landlord or a person who
8 advertises, solicits, offers, or otherwise holds a dwelling unit out
9 as available for rent.

10 (21) "Prospective tenant" means a tenant or a person who has
11 applied for residential housing that is governed under this chapter.

12 (22) "Qualified inspector" means a United States department of
13 housing and urban development certified inspector; a Washington state
14 licensed home inspector; an American society of home inspectors
15 certified inspector; a private inspector certified by the national
16 association of housing and redevelopment officials, the American
17 association of code enforcement, or other comparable professional
18 association as approved by the local municipality; a municipal code
19 enforcement officer; a Washington licensed structural engineer; or a
20 Washington licensed architect.

21 (23) "Reasonable attorneys' fees," where authorized in this
22 chapter, means an amount to be determined including the following
23 factors: The time and labor required, the novelty and difficulty of
24 the questions involved, the skill requisite to perform the legal
25 service properly, the fee customarily charged in the locality for
26 similar legal services, the amount involved and the results obtained,
27 and the experience, reputation and ability of the lawyer or lawyers
28 performing the services.

29 (24) "Reasonable manner," with respect to disposing of a deceased
30 tenant's personal property, means to dispose of the property by
31 donation to a not-for-profit charitable organization, by removal of
32 the property by a trash hauler or recycler, or by any other method
33 that is reasonable under the circumstances.

34 (25) "Rent" or "rental amount" means consideration for use and
35 occupancy of the premises, and may include charges for utilities.
36 These terms do not include charges for costs incurred due to late
37 payment, damages, deposits, legal costs, or other fees, including
38 attorneys' fees.

1 ~~(26)~~ (26) "Rental agreement" means all agreements which establish or
2 modify the terms, conditions, rules, regulations, or any other
3 provisions concerning the use and occupancy of a dwelling unit.

4 ~~((26))~~ (27) A "single-family residence" is a structure
5 maintained and used as a single dwelling unit. Notwithstanding that a
6 dwelling unit shares one or more walls with another dwelling unit, it
7 shall be deemed a single-family residence if it has direct access to
8 a street and shares neither heating facilities nor hot water
9 equipment, nor any other essential facility or service, with any
10 other dwelling unit.

11 ~~((27))~~ (28) A "tenant" is any person who is entitled to occupy
12 a dwelling unit primarily for living or dwelling purposes under a
13 rental agreement.

14 ~~((28))~~ (29) "Tenant representative" means:

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

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

22 (c) In the absence of a personal representative under (a) of this
23 subsection or a person claiming to be a successor under (b) of this
24 subsection, a designated person; or

25 (d) In the absence of a personal representative under (a) of this
26 subsection, a person claiming to be a successor under (b) of this
27 subsection, or a designated person under (c) of this subsection, any
28 person who provides the landlord with reasonable evidence that he or
29 she is a successor of the deceased tenant as defined in RCW
30 11.62.005. The landlord has no obligation to identify all of the
31 deceased tenant's successors.

32 ~~((29))~~ (30) "Tenant screening" means using a consumer report or
33 other information about a prospective tenant in deciding whether to
34 make or accept an offer for residential rental property to or from a
35 prospective tenant.

36 ~~((30))~~ (31) "Tenant screening report" means a consumer report
37 as defined in RCW 19.182.010 and any other information collected by a
38 tenant screening service.

1 NEW SECTION. **Sec. 5.** A new section is added to chapter 59.18
2 RCW to read as follows:

3 Under this chapter:

4 (1) A landlord must first apply any payment made by a tenant
5 toward rent, as that term is defined in RCW 59.18.030, before
6 applying any payment toward late payments, damages, legal costs, or
7 other fees, including attorneys' fees.

8 (2) Continued tenancy or relief from forfeiture may not be
9 conditioned on a tenant's payment or satisfaction of any monetary
10 amount other than rent. However, this does not foreclose a landlord
11 from pursuing other lawful remedies to collect late payments,
12 damages, legal costs, or other fees, including attorneys' fees.

13 **Sec. 6.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to
14 read as follows:

15 (1) If upon the trial the verdict of the jury or, if the case be
16 tried without a jury, the finding of the court be in favor of the
17 plaintiff and against the defendant, judgment shall be entered for
18 the restitution of the premises; and if the proceeding be for
19 unlawful detainer after neglect or failure to perform any condition
20 or covenant of a lease or agreement under which the property is held,
21 or after default in the payment of rent, the judgment shall also
22 declare the forfeiture of the lease, agreement, or tenancy. The jury,
23 or the court, if the proceedings be tried without a jury, shall also
24 assess the damages arising out of the tenancy occasioned to the
25 plaintiff by any forcible entry, or by any forcible or unlawful
26 detainer, alleged in the complaint and proved on the trial, and, if
27 the alleged unlawful detainer be after default in the payment of
28 rent, find the amount of any rent due, and the judgment shall be
29 rendered against the defendant guilty of the forcible entry, forcible
30 detainer, or unlawful detainer for the amount of damages thus
31 assessed and for the rent, if any, found due, and the court may award
32 statutory costs and reasonable ((attorney's)) attorneys' fees;
33 however, if the alleged unlawful detainer is after default in the
34 payment of rent or violation of a condition of the rental agreement,
35 the court may award reasonable attorneys' fees only after a finding
36 that the tenant did not act in good faith, willfully performed an act
37 prohibited by the lease or the governing law, or willfully refrained
38 from performing an act required by the lease or the governing law.

1 (2) When the proceeding is for an unlawful detainer after default
2 in the payment of rent, (~~and the lease or agreement under which the~~
3 ~~rent is payable has not by its terms expired,~~) execution upon the
4 judgment shall not be issued until the expiration of five court days
5 after the entry of the judgment, within which time the tenant or any
6 subtenant, or any mortgagee of the term, or other party interested in
7 the continuance of the tenancy, may pay into court for the landlord
8 the amount of the principal judgment (~~and costs~~) for rent, and
9 (~~thereupon~~) upon satisfaction of the principal judgment (~~shall be~~
10 ~~satisfied and~~) for rent, the tenant shall be restored to his or her
11 tenancy(~~;~~ ~~but~~). If payment(~~,~~ ~~as herein provided,~~ ~~be~~) of the
12 principal judgment for rent is not made within five court days after
13 the judgment, the judgment may be enforced for its full amount and
14 for the possession of the premises.

15 (3)(a) Following the entry of a judgment in favor of the
16 plaintiff and against the defendant for the restitution of the
17 premises and forfeiture of the lease, agreement, or tenancy, the
18 court, at the time of the show cause hearing or trial, or upon
19 subsequent motion of the tenant but before the execution of the writ
20 of restitution, may stay or vacate the writ of restitution upon good
21 cause and on such terms that the court deems fair and just for both
22 parties. In making this decision, the court shall consider the
23 following factors:

24 (i) Evidence or lack of evidence of the tenant's willful or
25 intentional default or misconduct;

26 (ii) The tenant's ability in a timely way to cure the violation
27 that the court found to have occurred;

28 (iii) The tenant's ability in a timely way to pay rent due and
29 other amounts found owing;

30 (iv) The tenancy's history of comparable lease violations, if
31 any;

32 (v) The likelihood that violations will stop or recur; and

33 (vi) The relative burden on the parties and on neighbors of the
34 tenant resulting from reinstatement or refusal to reinstate.

35 (b) Following the entry of a judgment in favor of the plaintiff
36 and against the defendant for the restitution of the premises and
37 forfeiture of the lease, agreement, or tenancy, the court, at the
38 time of the show cause hearing or trial, or upon subsequent motion of
39 the tenant but before the execution of the writ of restitution, may
40 consider the reasonableness of any late fees or costs accrued under

1 the tenancy pursuant to the rental agreement, as well as the
2 reasonableness of attorneys' fees, in any award of such fees and
3 costs.

4 (c) The burden of proof for such relief under this subsection
5 shall be on the tenant. The court may issue an order pursuant to this
6 subsection upon appropriate terms, which may include the payment or
7 severing of all or part of the monetary judgment for rent, late fees,
8 damages, attorneys' fees, or costs. Any severing of the judgment for
9 damages shall not preclude the landlord from enforcing or collecting
10 on the monetary judgment or seeking relief for any reserved balance
11 in a subsequent civil action.

12 (4) In all other cases the judgment may be enforced immediately.
13 If writ of restitution shall have been executed prior to judgment no
14 further writ or execution for the premises shall be required.

15 (5) This section also applies if the writ of restitution is
16 issued pursuant to a final judgment entered after a show cause
17 hearing conducted in accordance with RCW 59.18.380.

18 **Sec. 7.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to
19 read as follows:

20 (1) The sheriff shall, upon receiving the writ of restitution,
21 forthwith serve a copy thereof upon the defendant, his or her agent,
22 or attorney, or a person in possession of the premises, and shall not
23 execute the same for three days thereafter, and the defendant, or
24 person in possession of the premises within three days after the
25 service of the writ of restitution may execute to the plaintiff a
26 bond to be filed with and approved by the clerk of the court in such
27 sum as may be fixed by the judge, with sufficient surety to be
28 approved by the clerk of the court, conditioned that they will pay to
29 the plaintiff such sum as the plaintiff may recover for the use and
30 occupation of the premises, or any rent found due (~~(, together with~~
31 ~~all damages the plaintiff may sustain by reason of the defendant~~
32 ~~occupying or keeping possession of the premises, together with all~~
33 ~~damages which the court theretofore has awarded to the plaintiff as~~
34 ~~provided in this chapter, and also all the costs of the action)). If~~
35 the writ of restitution was issued after alternative service provided
36 for in RCW 59.18.055, the court shall determine the amount of the
37 bond after considering the rent claimed (~~(and any other factors the~~
38 ~~court deems relevant)). The plaintiff, his or her agent or attorneys,~~
39 shall have notice of the time and place where the court or judge

1 thereof shall fix the amount of the defendant's bond, and shall have
2 notice and a reasonable opportunity to examine into the qualification
3 and sufficiency of the sureties upon the bond before the bond shall
4 be approved by the clerk. After the issuance of a writ of
5 restitution, acceptance of a payment by the landlord or plaintiff
6 that only partially satisfies the (~~judgment~~) rent will not
7 invalidate the writ unless pursuant to a written agreement executed
8 by both parties. The eviction will not be postponed or stopped unless
9 a copy of that written agreement is provided to the sheriff. It is
10 the responsibility of the tenant or defendant to ensure a copy of the
11 agreement is provided to the sheriff. Upon receipt of the agreement
12 the sheriff will cease action unless ordered to do otherwise by the
13 court. The writ of restitution and the notice that accompanies the
14 writ of restitution required under RCW 59.18.312 shall conspicuously
15 state in bold face type, all capitals, not less than twelve points
16 information about partial payments as set forth in subsection (2) of
17 this section. If the writ of restitution has been based upon a
18 finding by the court that the tenant, subtenant, sublessee, or a
19 person residing at the rental premises has engaged in drug-related
20 activity or has allowed any other person to engage in drug-related
21 activity at those premises with his or her knowledge or approval,
22 neither the tenant, the defendant, nor a person in possession of the
23 premises shall be entitled to post a bond in order to retain
24 possession of the premises. The writ may be served by the sheriff, in
25 the event he or she shall be unable to find the defendant, an agent
26 or attorney, or a person in possession of the premises, by affixing a
27 copy of the writ in a conspicuous place upon the premises: PROVIDED,
28 That the sheriff shall not require any bond for the service or
29 execution of the writ. The sheriff shall be immune from all civil
30 liability for serving and enforcing writs of restitution unless the
31 sheriff is grossly negligent in carrying out his or her duty.

32 (2) The notice accompanying a writ of restitution required under
33 RCW 59.18.312 shall be substantially similar to the following:

34 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

35 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**
36 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**
37 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**
38 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**
39 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**

1 SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE
2 AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER
3 ACTION.

--- END ---