

CERTIFICATION OF ENROLLMENT  
**ENGROSSED SUBSTITUTE HOUSE BILL 2535**

Chapter 177, Laws of 2020

66th Legislature  
2020 Regular Session

PAST DUE RENT--TENANT GRACE PERIOD

EFFECTIVE DATE: June 11, 2020

Passed by the House March 7, 2020  
Yeas 73 Nays 24

LAURIE JINKINS

**Speaker of the House of  
Representatives**

Passed by the Senate March 3, 2020  
Yeas 48 Nays 1

CYRUS HABIB

**President of the Senate**

Approved March 27, 2020 2:19 PM

JAY INSLEE

**Governor of the State of Washington**

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 2535** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

**Chief Clerk**

FILED

March 27, 2020

**Secretary of State  
State of Washington**

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**ENGROSSED SUBSTITUTE HOUSE BILL 2535**

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AS AMENDED BY THE SENATE

Passed Legislature - 2020 Regular Session

**State of Washington                      66th Legislature                      2020 Regular Session**

**By** House Civil Rights & Judiciary (originally sponsored by Representatives Kirby, Pollet, Ormsby, and Santos)

READ FIRST TIME 02/04/20.

1            AN ACT Relating to providing for a grace period before late fees  
2            may be imposed for past due rent; and amending RCW 59.18.170 and  
3            59.18.230.

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

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

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

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

18           (3) When late fees may be assessed after rent becomes due, the  
19           tenant may propose that the date rent is due in the rental agreement  
20           be altered to a different due date of the month. The landlord shall  
21           agree to such a proposal if it is submitted in writing and the tenant

1 can demonstrate that his or her primary source of income is a  
2 regular, monthly source of governmental assistance that is not  
3 received until after the date rent is due in the rental agreement.  
4 The proposed rent due date may not be more than five days after the  
5 date the rent is due in the rental agreement. Nothing in this  
6 subsection shall be construed to prevent a tenant from making a  
7 request for reasonable accommodation under federal, state, or local  
8 law.

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

11 (1) Any provision of a lease or other agreement, whether oral or  
12 written, whereby any section or subsection of this chapter is waived  
13 except as provided in RCW 59.18.360 and shall be deemed against  
14 public policy and shall be unenforceable. Such unenforceability shall  
15 not affect other provisions of the agreement which can be given  
16 effect without them.

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

18 (a) Agrees to waive or to forgo rights or remedies under this  
19 chapter; or

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

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

24 (d) Agrees to the exculpation or limitation of any liability of  
25 the landlord arising under law or to indemnify the landlord for that  
26 liability or the costs connected therewith; or

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

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

35 (3) A provision prohibited by subsection (2) of this section  
36 included in a rental agreement is unenforceable. If a landlord  
37 deliberately uses a rental agreement containing provisions known by  
38 him or her to be prohibited, the tenant may recover actual damages

1 sustained by him or her, statutory damages not to exceed five hundred  
2 dollars, costs of suit, and reasonable attorneys' fees.

3 (4) The common law right of the landlord of distress for rent is  
4 hereby abolished for property covered by this chapter. Any provision  
5 in a rental agreement creating a lien upon the personal property of  
6 the tenant or authorizing a distress for rent is null and void and of  
7 no force and effect. Any landlord who takes or detains the personal  
8 property of a tenant without the specific written consent of the  
9 tenant to such incident of taking or detention, and who, after  
10 written demand by the tenant for the return of his or her personal  
11 property, refuses to return the same promptly shall be liable to the  
12 tenant for the value of the property retained, actual damages, and if  
13 the refusal is intentional, may also be liable for damages of up to  
14 five hundred dollars per day but not to exceed five thousand dollars,  
15 for each day or part of a day that the tenant is deprived of his or  
16 her property. The prevailing party may recover his or her costs of  
17 suit and a reasonable attorneys' fee.

18 In any action, including actions pursuant to chapters 7.64 or  
19 12.28 RCW, brought by a tenant or other person to recover possession  
20 of his or her personal property taken or detained by a landlord in  
21 violation of this section, the court, upon motion and after notice to  
22 the opposing parties, may waive or reduce any bond requirements where  
23 it appears to be to the satisfaction of the court that the moving  
24 party is proceeding in good faith and has, prima facie, a meritorious  
25 claim for immediate delivery or redelivery of said property.

Passed by the House March 7, 2020.

Passed by the Senate March 3, 2020.

Approved by the Governor March 27, 2020.

Filed in Office of Secretary of State March 27, 2020.

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