

CERTIFICATION OF ENROLLMENT

SUBSTITUTE SENATE BILL 5749

Chapter 95, Laws of 2022

67th Legislature
2022 Regular Session

RESIDENTIAL TENANTS—RENT PAYMENTS

EFFECTIVE DATE: June 9, 2022

Passed by the Senate March 7, 2022
Yeas 49 Nays 0

DENNY HECK

President of the Senate

Passed by the House March 4, 2022
Yeas 91 Nays 5

LAURIE JINKINS

**Speaker of the House of
Representatives**

Approved March 17, 2022 12:57 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 5749** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

Secretary

FILED

March 17, 2022

**Secretary of State
State of Washington**

SUBSTITUTE SENATE BILL 5749

AS AMENDED BY THE HOUSE

Passed Legislature - 2022 Regular Session

State of Washington 67th Legislature 2022 Regular Session

By Senate Housing & Local Government (originally sponsored by Senators Trudeau, Salomon, Hasegawa, Nobles, and C. Wilson)

READ FIRST TIME 01/27/22.

1 AN ACT Relating to rent payments made by residential and
2 manufactured housing community tenants; amending RCW 59.18.063,
3 59.20.134, and 59.20.060; and reenacting and amending RCW 59.18.230.

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

5 **Sec. 1.** RCW 59.18.063 and 2020 c 315 s 3 are each amended to
6 read as follows:

7 (1) A landlord must accept a personal check, cashier's check, or
8 money order for any payment of rent made by a tenant, except that a
9 landlord is not required to accept a personal check from any tenant
10 that has had a personal check written to the landlord or the
11 landlord's agent that has been returned for nonsufficient funds or
12 account closure within the previous nine months. A landlord must also
13 allow for the tenant to submit a rental payment by mail unless the
14 landlord provides an accessible, on-site location.

15 (2) A landlord may refuse to accept cash for any payment of rent
16 made by a tenant, but shall provide a receipt for any payment made by
17 a tenant in the form of cash when the landlord accepts cash.

18 ~~((2))~~ (3) A landlord shall provide, upon the request of a
19 tenant, a written receipt for any payments made by the tenant in a
20 form other than cash.

1 **Sec. 2.** RCW 59.18.230 and 2021 c 212 s 5 and 2021 c 115 s 15 are
2 each reenacted and amended to read as follows:

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

9 (b) Any agreement, whether oral or written, between a landlord
10 and tenant, or their representatives, and entered into pursuant to an
11 unlawful detainer action under this chapter that requires the tenant
12 to pay any amount in violation of RCW 59.18.283 or the statutory
13 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any
14 rights of the tenant under RCW 59.18.410 or any other rights afforded
15 under this chapter except as provided in RCW 59.18.360 is void and
16 unenforceable. A landlord may not threaten a tenant with eviction for
17 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

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

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

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

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

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

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

36 (g) Agrees to make rent payments through electronic means only.

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

1 sustained by him or her, statutory damages not to exceed two times
2 the monthly rent charged for the unit, costs of suit, and reasonable
3 attorneys' fees.

4 (4) The common law right of the landlord of distress for rent is
5 hereby abolished for property covered by this chapter. Any provision
6 in a rental agreement creating a lien upon the personal property of
7 the tenant or authorizing a distress for rent is null and void and of
8 no force and effect. Any landlord who takes or detains the personal
9 property of a tenant without the specific written consent of the
10 tenant to such incident of taking or detention, and who, after
11 written demand by the tenant for the return of his or her personal
12 property, refuses to return the same promptly shall be liable to the
13 tenant for the value of the property retained, actual damages, and if
14 the refusal is intentional, may also be liable for damages of up to
15 \$500 per day but not to exceed \$5,000, for each day or part of a day
16 that the tenant is deprived of his or her property. The prevailing
17 party may recover his or her costs of suit and a reasonable
18 attorneys' fee.

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

27 **Sec. 3.** RCW 59.20.134 and 2011 c 168 s 1 are each amended to
28 read as follows:

29 (1) A landlord must accept a personal check, cashier's check, or
30 money order for any payment of rent made by a tenant, except that a
31 landlord is not required to accept a personal check from any tenant
32 that has had a personal check written to the landlord or the
33 landlord's agent that has been returned for nonsufficient funds or
34 account closure within the previous nine months. A landlord must also
35 allow for the tenant to submit a rental payment by mail unless the
36 landlord provides an accessible, on-site location.

37 (2) A landlord shall provide a written receipt for any payment
38 made by a tenant in the form of cash.

1 (~~(2)~~) (3) A landlord shall provide, upon the request of a
2 tenant, a written receipt for any payments made by the tenant in a
3 form other than cash.

4 **Sec. 4.** RCW 59.20.060 and 2019 c 390 s 17 are each amended to
5 read as follows:

6 (1) Any mobile home space tenancy regardless of the term, shall
7 be based upon a written rental agreement, signed by the parties,
8 which shall contain:

9 (a) The terms for the payment of rent, including time and place,
10 and any additional charges to be paid by the tenant. Additional
11 charges that occur less frequently than monthly shall be itemized in
12 a billing to the tenant;

13 (b) Reasonable rules for guest parking which shall be clearly
14 stated;

15 (c) The rules and regulations of the park;

16 (d) The name and address of the person who is the landlord, and
17 if such person does not reside in the state there shall also be
18 designated by name and address a person who resides in the county
19 where the mobile home park is located who is authorized to act as
20 agent for the purposes of service of notices and process. If no
21 designation is made of a person to act as agent, then the person to
22 whom rental payments are to be made shall be considered the agent;

23 (e) The name and address of any party who has a secured interest
24 in the mobile home, manufactured home, or park model;

25 (f) A forwarding address of the tenant or the name and address of
26 a person who would likely know the whereabouts of the tenant in the
27 event of an emergency or an abandonment of the mobile home,
28 manufactured home, or park model;

29 (g) (i) A covenant by the landlord that, except for acts or events
30 beyond the control of the landlord, the mobile home park will not be
31 converted to a land use that will prevent the space that is the
32 subject of the lease from continuing to be used for its intended use
33 for a period of three years after the beginning of the term of the
34 rental agreement;

35 (ii) A rental agreement may, in the alternative, contain a
36 statement that: "The park may be sold or otherwise transferred at any
37 time with the result that subsequent owners may close the mobile home
38 park, or that the landlord may close the park at any time after the
39 required closure notice as provided in RCW 59.20.080." The covenant

1 or statement required by this subsection must: (A) Appear in print
2 that is in bold face and is larger than the other text of the rental
3 agreement; (B) be set off by means of a box, blank space, or
4 comparable visual device; and (C) be located directly above the
5 tenant's signature on the rental agreement;

6 (h) A copy of a closure notice, as required in RCW 59.20.080, if
7 such notice is in effect;

8 (i) The terms and conditions under which any deposit or portion
9 thereof may be withheld by the landlord upon termination of the
10 rental agreement if any moneys are paid to the landlord by the tenant
11 as a deposit or as security for performance of the tenant's
12 obligations in a rental agreement;

13 (j) A listing of the utilities, services, and facilities which
14 will be available to the tenant during the tenancy and the nature of
15 the fees, if any, to be charged together with a statement that, in
16 the event any utilities are changed to be charged independent of the
17 rent during the term of the rental agreement, the landlord agrees to
18 decrease the amount of the rent charged proportionately;

19 (k) A written description, picture, plan, or map of the
20 boundaries of a mobile home space sufficient to inform the tenant of
21 the exact location of the tenant's space in relation to other
22 tenants' spaces;

23 (l) A written description, picture, plan, or map of the location
24 of the tenant's responsibility for utility hook-ups, consistent with
25 RCW 59.20.130(6);

26 (m) A statement of the current zoning of the land on which the
27 mobile home park is located;

28 (n) A statement of the expiration date of any conditional use,
29 temporary use, or other land use permit subject to a fixed expiration
30 date that is necessary for the continued use of the land as a mobile
31 home park; and

32 (o) A written statement containing accurate historical
33 information regarding the past five years' rental amount charged for
34 the lot or space.

35 (2) Any rental agreement executed between the landlord and tenant
36 shall not contain any provision:

37 (a) Which allows the landlord to charge a fee for guest parking
38 unless a violation of the rules for guest parking occurs: PROVIDED,
39 That a fee may be charged for guest parking which covers an extended
40 period of time as defined in the rental agreement;

1 (b) Which authorizes the towing or impounding of a vehicle except
2 upon notice to the owner thereof or the tenant whose guest is the
3 owner of the vehicle;

4 (c) Which allows the landlord to alter the due date for rent
5 payment or increase the rent: (i) During the term of the rental
6 agreement if the term is less than two years, or (ii) more frequently
7 than annually if the initial term is for two years or more: PROVIDED,
8 That a rental agreement may include an escalation clause for a pro
9 rata share of any increase in the mobile home park's real property
10 taxes or utility assessments or charges, over the base taxes or
11 utility assessments or charges of the year in which the rental
12 agreement took effect, if the clause also provides for a pro rata
13 reduction in rent or other charges in the event of a reduction in
14 real property taxes or utility assessments or charges, below the base
15 year: PROVIDED FURTHER, That a rental agreement for a term exceeding
16 two years may provide for annual increases in rent in specified
17 amounts or by a formula specified in such agreement. Any rent
18 increase authorized under this subsection (2)(c) that occurs within
19 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be
20 more than one percentage point above the United States consumer price
21 index for all urban consumers, housing component, published by the
22 United States bureau of labor statistics in the periodical "Monthly
23 Labor Review and Handbook of Labor Statistics" as established
24 annually by the department of commerce;

25 (d) By which the tenant agrees to waive or forego rights or
26 remedies under this chapter;

27 (e) Allowing the landlord to charge an "entrance fee" or an "exit
28 fee." However, an entrance fee may be charged as part of a continuing
29 care contract as defined in RCW 70.38.025;

30 (f) Which allows the landlord to charge a fee for guests:
31 PROVIDED, That a landlord may establish rules charging for guests who
32 remain on the premises for more than fifteen days in any (~~sixty-~~
33 ~~day~~) 60-day period;

34 (g) By which the tenant agrees to waive or forego homestead
35 rights provided by chapter 6.13 RCW. This subsection shall not
36 prohibit such waiver after a default in rent so long as such waiver
37 is in writing signed by the husband and wife or by an unmarried
38 claimant and in consideration of the landlord's agreement not to
39 terminate the tenancy for a period of time specified in the waiver if

1 the landlord would be otherwise entitled to terminate the tenancy
2 under this chapter; ((~~or~~))

3 (h) By which, at the time the rental agreement is entered into,
4 the landlord and tenant agree to the selection of a particular
5 arbitrator; or

6 (i) By which the tenant agrees to make rent payments through
7 electronic means only.

8 (3) Any provision prohibited under this section that is included
9 in a rental agreement is unenforceable.

Passed by the Senate March 7, 2022.

Passed by the House March 4, 2022.

Approved by the Governor March 17, 2022.

Filed in Office of Secretary of State March 17, 2022.

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