

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1074

68th Legislature
2023 Regular Session

Passed by the House April 14, 2023
Yeas 57 Nays 39

**Speaker of the House of
Representatives**

Passed by the Senate April 10, 2023
Yeas 29 Nays 19

President of the Senate

Approved

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 **SUBSTITUTE HOUSE BILL 1074** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

SUBSTITUTE HOUSE BILL 1074

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington 68th Legislature 2023 Regular Session

By House Housing (originally sponsored by Representatives Thai, Macri, Simmons, Ryu, Ramel, Peterson, Lekanoff, Alvarado, Pollet, Cortes, Gregerson, Kloba, Davis, and Ormsby)

READ FIRST TIME 01/30/23.

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, 59.18.130, and 59.18.595; reenacting
4 and amending RCW 59.18.030; and creating a new section.

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

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

7 (a) Deposits and moving fees often present significant barriers
8 to helping low-income tenants secure new housing. Without clear
9 guidance governing when landlords may withhold a security deposit for
10 damage to a unit, renters are often unable to contest improper
11 charges and fall into debt to their landlords;

12 (b) Low-income renters holding unpaid tenant debt face greater
13 housing instability. Low-income renters can be barred from entering
14 into new tenancies by debt to a previous landlord, even if that debt
15 is based on undocumented, inflated, or fraudulent charges; and

16 (c) The burden of debt to a previous landlord falls most heavily
17 on low-income renters, people with disabilities, single parents, and
18 people with housing vouchers, who are disproportionately people of
19 color.

20 (2) Therefore, the legislature intends to protect renters from
21 the financial instability caused by improper and inflated damage

1 charges that prevent tenants from receiving their deposit back, to
2 ease the debt burden on renting families, and to reduce the
3 disproportionate harm to low-income renters of color.

4 **Sec. 2.** RCW 59.18.030 and 2021 c 212 s 1 are each reenacted and
5 amended to read as follows:

6 As used in this chapter:

7 (1) "Active duty" means service authorized by the president of
8 the United States, the secretary of defense, or the governor for a
9 period of more than 30 consecutive days.

10 (2) "Certificate of inspection" means an unsworn statement,
11 declaration, verification, or certificate made in accordance with the
12 requirements of chapter 5.50 RCW by a qualified inspector that states
13 that the landlord has not failed to fulfill any substantial
14 obligation imposed under RCW 59.18.060 that endangers or impairs the
15 health or safety of a tenant, including (a) structural members that
16 are of insufficient size or strength to carry imposed loads with
17 safety, (b) exposure of the occupants to the weather, (c) plumbing
18 and sanitation defects that directly expose the occupants to the risk
19 of illness or injury, (d) not providing facilities adequate to supply
20 heat and water and hot water as reasonably required by the tenant,
21 (e) providing heating or ventilation systems that are not functional
22 or are hazardous, (f) defective, hazardous, or missing electrical
23 wiring or electrical service, (g) defective or hazardous exits that
24 increase the risk of injury to occupants, and (h) conditions that
25 increase the risk of fire.

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

33 (4) "Comprehensive reusable tenant screening report" means a
34 tenant screening report prepared by a consumer reporting agency at
35 the direction of and paid for by the prospective tenant and made
36 available directly to a prospective landlord at no charge, which
37 contains all of the following: (a) A consumer credit report prepared
38 by a consumer reporting agency within the past 30 days; (b) the
39 prospective tenant's criminal history; (c) the prospective tenant's

1 eviction history; (d) an employment verification; and (e) the
2 prospective tenant's address and rental history.

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

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

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

14 (8) "Distressed home conveyance" has the same meaning as in RCW
15 61.34.020.

16 (9) "Distressed home purchaser" has the same meaning as in RCW
17 61.34.020.

18 (10) "Dwelling unit" is a structure or that part of a structure
19 which is used as a home, residence, or sleeping place by one person
20 or by two or more persons maintaining a common household, including
21 but not limited to single-family residences and units of multiplexes,
22 apartment buildings, and mobile homes.

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

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

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

36 (14) "Immediate family" includes state registered domestic
37 partner, spouse, parents, grandparents, children, including foster
38 children, siblings, and in-laws.

39 (15) "In danger of foreclosure" means any of the following:

1 (a) The homeowner has defaulted on the mortgage and, under the
2 terms of the mortgage, the mortgagee has the right to accelerate full
3 payment of the mortgage and repossess, sell, or cause to be sold the
4 property;

5 (b) The homeowner is at least 30 days delinquent on any loan that
6 is secured by the property; or

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

10 (i) The mortgagee;

11 (ii) A person licensed or required to be licensed under chapter
12 19.134 RCW;

13 (iii) A person licensed or required to be licensed under chapter
14 19.146 RCW;

15 (iv) A person licensed or required to be licensed under chapter
16 18.85 RCW;

17 (v) An attorney-at-law;

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

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

21 (16) "Landlord" means the owner, lessor, or sublessor of the
22 dwelling unit or the property of which it is a part, and in addition
23 means any person designated as representative of the owner, lessor,
24 or sublessor including, but not limited to, an agent, a resident
25 manager, or a designated property manager.

26 (17) "Mortgage" is used in the general sense and includes all
27 instruments, including deeds of trust, that are used to secure an
28 obligation by an interest in real property.

29 (18) "Orders" means written official military orders, or any
30 written notification, certification, or verification from the service
31 member's commanding officer, with respect to the service member's
32 current or future military status.

33 (19) "Owner" means one or more persons, jointly or severally, in
34 whom is vested:

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

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

38 (20) "Permanent change of station" means: (a) Transfer to a unit
39 located at another port or duty station; (b) change in a unit's home

1 port or permanent duty station; (c) call to active duty for a period
2 not less than 90 days; (d) separation; or (e) retirement.

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

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

11 (23) "Property" or "rental property" means all dwelling units on
12 a contiguous quantity of land managed by the same landlord as a
13 single, rental complex.

14 (24) "Prospective landlord" means a landlord or a person who
15 advertises, solicits, offers, or otherwise holds a dwelling unit out
16 as available for rent.

17 (25) "Prospective tenant" means a tenant or a person who has
18 applied for residential housing that is governed under this chapter.

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

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

36 (28) "Reasonable manner," with respect to disposing of a deceased
37 tenant's personal property, means to dispose of the property by
38 donation to a not-for-profit charitable organization, by removal of
39 the property by a trash hauler or recycler, or by any other method
40 that is reasonable under the circumstances.

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

7 (30) "Rental agreement" or "lease" means all agreements which
8 establish or modify the terms, conditions, rules, regulations, or any
9 other provisions concerning the use and occupancy of a dwelling unit.

10 (31) "Service member" means an active member of the United States
11 armed forces, a member of a military reserve component, or a member
12 of the national guard who is either stationed in or a resident of
13 Washington state.

14 (32) A "single-family residence" is a structure maintained and
15 used as a single dwelling unit. Notwithstanding that a dwelling unit
16 shares one or more walls with another dwelling unit, it shall be
17 deemed a single-family residence if it has direct access to a street
18 and shares neither heating facilities nor hot water equipment, nor
19 any other essential facility or service, with any other dwelling
20 unit.

21 (33) "Subsidized housing" refers to rental housing for very low-
22 income or low-income households that is a dwelling unit operated
23 directly by a public housing authority or its affiliate, or that is
24 insured, financed, or assisted in whole or in part through one of the
25 following sources:

26 (a) A federal program or state housing program administered by
27 the department of commerce or the Washington state housing finance
28 commission;

29 (b) A federal housing program administered by a city or county
30 government;

31 (c) An affordable housing levy authorized under RCW 84.52.105; or

32 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
33 any of the surcharges authorized in chapter 43.185C RCW.

34 (34) A "tenant" is any person who is entitled to occupy a
35 dwelling unit primarily for living or dwelling purposes under a
36 rental agreement.

37 (35) "Tenant representative" means:

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

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

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

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

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

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

23 (38) "Transitional housing" means housing units owned, operated,
24 or managed by a nonprofit organization or governmental entity in
25 which supportive services are provided to individuals and families
26 that were formerly homeless, with the intent to stabilize them and
27 move them to permanent housing within a period of not more than
28 (~~twenty-four~~) 24 months, or longer if the program is limited to
29 tenants within a specified age range or the program is intended for
30 tenants in need of time to complete and transition from educational
31 or training or service programs.

32 (39) "Wear resulting from ordinary use of the premises" means
33 deterioration that results from the intended use of a dwelling unit,
34 including breakage or malfunction due to age or deteriorated
35 condition. Such wear does not include deterioration that results from
36 negligence, carelessness, accident, or abuse of the premises,
37 fixtures, equipment, appliances, or furnishings by the tenant,
38 immediate family member, occupant, or guest.

1 **Sec. 3.** RCW 59.18.260 and 2011 c 132 s 13 are each amended to
2 read as follows:

3 (1) If any moneys are paid to the landlord by the tenant as a
4 deposit or as security for performance of the tenant's obligations in
5 a lease or rental agreement, the lease or rental agreement shall be
6 in writing and shall include the terms and conditions under which the
7 deposit or portion thereof may be withheld by the landlord upon
8 termination of the lease or rental agreement. If all or part of the
9 deposit may be withheld to indemnify the landlord for damages to the
10 premises for which the tenant is responsible, the rental agreement
11 shall be in writing and shall so specify.

12 (2) No deposit may be collected by a landlord unless the rental
13 agreement is in writing and a written checklist or statement is
14 provided by the landlord to the tenant at the commencement of the
15 tenancy specifically describing the condition and cleanliness of or
16 existing damages to the premises, fixtures, equipment, appliances,
17 and furnishings((7)) including, but not limited to(~~(, walls, floors,~~
18 ~~countertops, carpets, drapes, furniture, and appliances, is provided~~
19 ~~by the landlord to the tenant at the commencement of the tenancy)~~):

20 (a) Walls, including wall paint and wallpaper;

21 (b) Carpets and other flooring;

22 (c) Furniture; and

23 (d) Appliances.

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

28 (4) No such deposit shall be withheld on account of ((~~normal~~))
29 wear ((~~and tear~~)) resulting from ordinary use of the premises(~~((The~~
30 ~~tenant has the right to request one free replacement copy of the~~
31 ~~written checklist))~~).

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

38 **Sec. 4.** RCW 59.18.280 and 2022 c 196 s 3 are each amended to
39 read as follows:

1 (1) (a) Within (~~(twenty-one)~~) 30 days after the termination of the
2 rental agreement and vacation of the premises or, if the tenant
3 abandons the premises as defined in RCW 59.18.310, within (~~(twenty-~~
4 ~~one)~~) 30 days after the landlord learns of the abandonment, the
5 landlord shall give a full and specific statement of the basis for
6 retaining any of the deposit, and any documentation required by (b)
7 of this subsection, together with the payment of any refund due the
8 tenant under the terms and conditions of the rental agreement.

9 (~~(a) No portion of any deposit shall be withheld on account of~~
10 ~~wear resulting from ordinary use of the premises.~~

11 ~~(b))~~ The landlord complies with this (~~(section)~~) subsection if
12 (~~(the required statement or payment, or both,)~~) these are delivered
13 to the tenant personally or deposited in the United States mail
14 properly addressed to the tenant's last known address with first-
15 class postage prepaid within the (~~(twenty-one)~~) 30 days.

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

29 (c) No portion of any deposit may be withheld:

30 (i) For wear resulting from ordinary use of the premises;

31 (ii) For carpet cleaning unless the landlord documents wear to
32 the carpet that is beyond wear resulting from ordinary use of the
33 premises;

34 (iii) For the costs of repair and replacement of fixtures,
35 equipment, appliances, and furnishings if their condition was not
36 reasonably documented in the written checklist required under RCW
37 59.18.260; or

38 (iv) In excess of the cost of repair or replacement of the
39 damaged portion in situations in which the premises, including
40 fixtures, equipment, appliances, and furnishings, are damaged in

1 excess of wear resulting from ordinary use of the premises but the
2 damage does not encompass the item's entirety.

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

23 (3) (a) Nothing in this chapter shall preclude the landlord from
24 proceeding against, and the landlord shall have the right to proceed
25 against a tenant to recover sums exceeding the amount of the tenant's
26 damage or security deposit for damage to the property for which the
27 tenant is responsible together with reasonable attorneys' fees.
28 However, if the landlord seeks reimbursement for damages from the
29 landlord mitigation program pursuant to RCW 43.31.605(1)(d), the
30 landlord is prohibited from retaining any portion of the tenant's
31 damage or security deposit or proceeding against the tenant who
32 terminates under RCW 59.18.575 to recover sums exceeding the amount
33 of the tenant's damage or security deposit for damage to the
34 property.

35 (b) Damages for wear resulting from ordinary use of the premises
36 or not substantiated by documentation equivalent to that required in
37 subsection (1) of this section may not be charged to the tenant,
38 reported to any consumer reporting agency, tenant screening service,
39 or prospective landlord, or submitted for collection by any third-
40 party agency.

1 (c) For tenancies with rental agreements initiated on or after
2 the effective date of this section, any lawsuit filed against a
3 tenant to recover sums exceeding the amount of the deposit shall be
4 commenced within three years of the termination of the rental
5 agreement or the tenant's abandonment of the premises.

6 (4) The requirements with respect to checklists and documentation
7 that are set forth in RCW 59.18.260 and this section do not apply to
8 situations in which part or all of a security deposit is withheld by
9 the landlord for reasons unrelated to damages to the premises,
10 fixtures, equipment, appliances, and furnishings, such as for rent or
11 other charges owing.

12 **Sec. 5.** RCW 59.18.060 and 2013 c 35 s 1 are each amended to read
13 as follows:

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

16 (1) Maintain the premises to substantially comply with any
17 applicable code, statute, ordinance, or regulation governing their
18 maintenance or operation, which the legislative body enacting the
19 applicable code, statute, ordinance or regulation could enforce as to
20 the premises rented if such condition endangers or impairs the health
21 or safety of the tenant;

22 (2) Maintain the structural components including, but not limited
23 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
24 all other structural components, in reasonably good repair so as to
25 be usable;

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

28 (4) Provide a reasonable program for the control of infestation
29 by insects, rodents, and other pests at the initiation of the tenancy
30 and, except in the case of a single-family residence, control
31 infestation during tenancy except where such infestation is caused by
32 the tenant;

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

38 (6) Provide reasonably adequate locks and furnish keys to the
39 tenant;

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

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

6 (9) Maintain the dwelling unit in reasonably weathertight
7 condition;

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

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

14 (12)(a) Provide a written notice to all tenants disclosing fire
15 safety and protection information. The landlord or his or her
16 authorized agent must provide a written notice to the tenant that the
17 dwelling unit is equipped with a smoke detection device as required
18 in RCW 43.44.110. The notice shall inform the tenant of the tenant's
19 responsibility to maintain the smoke detection device in proper
20 operating condition and of penalties for failure to comply with the
21 provisions of RCW 43.44.110(3). The notice must be signed by the
22 landlord or the landlord's authorized agent and tenant with copies
23 provided to both parties. Further, except with respect to a single-
24 family residence, the written notice must also disclose the
25 following:

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

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

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

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

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

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

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

38 (b) The information required under this subsection may be
39 provided to a tenant in a multifamily residential building either as
40 a written notice or as a checklist that discloses whether the

1 building has fire safety and protection devices and systems. The
2 checklist shall include a diagram showing the emergency evacuation
3 routes for the occupants.

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

6 (13) Provide tenants with information provided or approved by the
7 department of health about the health hazards associated with
8 exposure to indoor mold. Information may be provided in written
9 format individually to each tenant, or may be posted in a visible,
10 public location at the dwelling unit property. The information must
11 detail how tenants can control mold growth in their dwelling units to
12 minimize the health risks associated with indoor mold. Landlords may
13 obtain the information from the department's website or, if requested
14 by the landlord, the department must mail the information to the
15 landlord in a printed format. When developing or changing the
16 information, the department of health must include representatives of
17 landlords in the development process. The information must be
18 provided by the landlord to new tenants at the time the lease or
19 rental agreement is signed;

20 (14) The landlord and his or her agents and employees are immune
21 from civil liability for failure to comply with subsection (13) of
22 this section except where the landlord and his or her agents and
23 employees knowingly and intentionally do not comply with subsection
24 (13) of this section; and

25 (15) Designate to the tenant the name and address of the person
26 who is the landlord by a statement on the rental agreement or by a
27 notice conspicuously posted on the premises. The tenant shall be
28 notified immediately of any changes in writing, which must be either
29 (a) delivered personally to the tenant or (b) mailed to the tenant
30 and conspicuously posted on the premises. If the person designated in
31 this section does not reside in the state where the premises are
32 located, there shall also be designated a person who resides in the
33 county who is authorized to act as an agent for the purposes of
34 service of notices and process, and if no designation is made of a
35 person to act as agent, then the person to whom rental payments are
36 to be made shall be considered such agent. Regardless of such
37 designation, any owner who resides outside the state and who violates
38 a provision of this chapter is deemed to have submitted himself or
39 herself to the jurisdiction of the courts of this state and personal
40 service of any process may be made on the owner outside the state

1 with the same force and effect as personal service within the state.
2 Any summons or process served out-of-state must contain the same
3 information and be served in the same manner as personal service of
4 summons or process served within the state, except the summons or
5 process must require the party to appear and answer within (~~sixty~~)
6 60 days after such personal service out of the state. In an action
7 for a violation of this chapter that is filed under chapter 12.40
8 RCW, service of the notice of claim outside the state must contain
9 the same information and be served in the same manner as required
10 under chapter 12.40 RCW, except the date on which the party is
11 required to appear must not be less than (~~sixty~~) 60 days from the
12 date of service of the notice of claim.

13 No duty shall devolve upon the landlord to repair a defective
14 condition under this section, nor shall any defense or remedy be
15 available to the tenant under this chapter, where the defective
16 condition complained of was caused by the conduct of such tenant, his
17 or her family, invitee, or other person acting under his or her
18 control, or where a tenant unreasonably fails to allow the landlord
19 access to the property for purposes of repair. When the duty imposed
20 by subsection (1) of this section is incompatible with and greater
21 than the duty imposed by any other provisions of this section, the
22 landlord's duty shall be determined pursuant to subsection (1) of
23 this section.

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

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

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

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

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

1 (4) Not intentionally or negligently destroy, deface, damage,
2 impair, or remove any part of the structure or dwelling, with the
3 appurtenances thereto, including the facilities, equipment,
4 furniture, furnishings, and appliances, or permit any member of his
5 or her family, invitee, licensee, or any person acting under his or
6 her control to do so. Violations may be prosecuted under chapter
7 9A.48 RCW if the destruction is intentional and malicious;

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

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

14 (7) Maintain the smoke detection device in accordance with the
15 manufacturer's recommendations, including the replacement of
16 batteries where required for the proper operation of the smoke
17 detection device, as required in RCW 43.44.110(3);

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

19 (a) Imminently hazardous to the physical safety of other persons
20 on the premises; and

21 (b) (i) Entails physical assaults upon another person which result
22 in an arrest; or

23 (ii) Entails the unlawful use of a firearm or other deadly weapon
24 as defined in RCW 9A.04.110 which results in an arrest, including
25 threatening another tenant or the landlord with a firearm or other
26 deadly weapon under RCW 59.18.352. Nothing in this subsection (8)
27 shall authorize the termination of tenancy and eviction of the victim
28 of a physical assault or the victim of the use or threatened use of a
29 firearm or other deadly weapon;

30 (9) Not engage in any gang-related activity at the premises, as
31 defined in RCW 59.18.030, or allow another to engage in such activity
32 at the premises, that renders people in at least two or more dwelling
33 units or residences insecure in life or the use of property or that
34 injures or endangers the safety or health of people in at least two
35 or more dwelling units or residences. In determining whether a tenant
36 is engaged in gang-related activity, a court should consider the
37 totality of the circumstances, including factors such as whether
38 there have been a significant number of complaints to the landlord
39 about the tenant's activities at the property, damages done by the
40 tenant to the property, including the property of other tenants or

1 neighbors, harassment or threats made by the tenant to other tenants
2 or neighbors that have been reported to law enforcement agencies, any
3 police incident reports involving the tenant, and the tenant's
4 criminal history; and

5 (10) Upon termination and vacation, restore the premises to their
6 initial condition except for ((reasonable)) wear ((and—tear))
7 resulting from ordinary use of the premises or conditions caused by
8 failure of the landlord to comply with his or her obligations under
9 this chapter. The tenant shall not be charged for normal cleaning if
10 he or she has paid a nonrefundable cleaning fee.

11 **Sec. 7.** RCW 59.18.595 and 2015 c 264 s 3 are each amended to
12 read as follows:

13 (1) In the event of the death of a tenant who is the sole
14 occupant of the dwelling unit:

15 (a) The landlord, upon learning of the death of the tenant, shall
16 promptly mail or personally deliver written notice to any known
17 personal representative, known designated person, emergency contact
18 identified by the tenant on the rental application, known person
19 reasonably believed to be a successor of the tenant as defined in RCW
20 11.62.005, and to the deceased tenant at the address of the dwelling
21 unit. If the landlord knows of any address used for the receipt of
22 electronic communications, the landlord shall email the notice to
23 that address as well. The notice must include:

24 (i) The name of the deceased tenant and address of the dwelling
25 unit;

26 (ii) The approximate date of the deceased tenant's death;

27 (iii) The rental amount and date through which rent is paid;

28 (iv) A statement that the tenancy will terminate ((fifteen)) 15
29 days from the date the notice is mailed or personally delivered or
30 the date through which rent is paid, whichever comes later, unless
31 during that time period a tenant representative makes arrangements
32 with the landlord to pay rent in advance for no more than ((sixty))
33 60 days from the date of the tenant's death to allow a tenant
34 representative to arrange for orderly removal of the tenant's
35 property. At the end of the period for which the rent has been paid
36 pursuant to this subsection, the tenancy ends;

37 (v) A statement that failure to remove the tenant's property
38 before the tenancy is terminated or ends as provided in (a)(iv) of
39 this subsection will allow the landlord to enter the dwelling unit

1 and take possession of any property found on the premises, store it
2 in a reasonably secure place, and charge the actual or reasonable
3 costs, whichever is less, of drayage and storage of the property, and
4 after service of a second notice sell or dispose of the property as
5 provided in subsection (3) of this section; and

6 (vi) A copy of any designation executed by the tenant pursuant to
7 RCW 59.18.590;

8 (b) The landlord shall turn over possession of the tenant's
9 property to a tenant representative if a request is made in writing
10 within the specified time period or any subsequent date agreed to by
11 the parties;

12 (c) Within (~~fourteen days~~) the same number of days as required
13 under RCW 59.18.280, after the removal of the property by the tenant
14 representative, the landlord shall refund any unearned rent and shall
15 give a full and specific statement of the basis for retaining any
16 deposit together with the payment of any refund due the deceased
17 tenant under the terms and conditions of the rental agreement to the
18 tenant representative; and

19 (d) Any tenant representative who removes property from the
20 tenant's dwelling unit or the premises must, at the time of removal,
21 provide to the landlord an inventory of the removed property and
22 signed acknowledgment that he or she has only been given possession
23 and not ownership of the property.

24 (2) A landlord shall send a second written notice before selling
25 or disposing of a deceased tenant's property.

26 (a) If the tenant representative makes arrangements with the
27 landlord to pay rent in advance as provided in subsection (1)(a)(iv)
28 of this section, the landlord shall mail a second written notice to
29 any known personal representative, known designated person, emergency
30 contact identified by the tenant on the rental application, known
31 person reasonably believed to be a successor of the tenant as defined
32 in RCW 11.62.005, and to the deceased tenant at the dwelling unit.
33 The second notice must include:

34 (i) The name, address, and phone number or other contact
35 information for the tenant representative, if known, who made the
36 arrangements to pay rent in advance;

37 (ii) The amount of rent paid in advance and date through which
38 rent was paid; and

39 (iii) A statement that the landlord may sell or dispose of the
40 property on or after the date through which rent is paid or at least

1 ((~~forty-five~~)) 45 days after the second notice is mailed, whichever
2 comes later, if a tenant representative does not claim and remove the
3 property in accordance with this subsection.

4 (b) If the landlord places the property in storage pursuant to
5 subsection (1)(a) of this section, the landlord shall mail a second
6 written notice, unless a written notice under (a) of this subsection
7 has already been provided, to any known personal representative,
8 known designated person, emergency contact identified by the tenant
9 on the rental application, known person reasonably believed to be a
10 successor of the tenant as defined in RCW 11.62.005, and to the
11 deceased tenant at the dwelling unit. The second notice must state
12 that the landlord may sell or dispose of the property on or after a
13 specified date that is at least ((~~forty-five~~)) 45 days after the
14 second notice is mailed if a tenant representative does not claim and
15 remove the property in accordance with this subsection.

16 (c) The landlord shall turn over possession of the tenant's
17 property to a tenant representative if a written request is made
18 within the applicable time periods after the second notice is mailed,
19 provided the tenant representative: (i) Pays the actual or reasonable
20 costs, whichever is less, of drayage and storage of the property, if
21 applicable; and (ii) gives the landlord an inventory of the property
22 and signs an acknowledgment that he or she has only been given
23 possession and not ownership of the property.

24 (d) Within ((~~fourteen days~~)) the same number of days as required
25 under RCW 59.18.280, after the removal of the property by the tenant
26 representative, the landlord shall refund any unearned rent and shall
27 give a full and specific statement of the basis for retaining any
28 deposit together with the payment of any refund due the deceased
29 tenant under the terms and conditions of the rental agreement to the
30 tenant representative.

31 (3)(a) If a tenant representative has not contacted the landlord
32 or removed the deceased tenant's property within the applicable time
33 periods under this section, the landlord may sell or dispose of the
34 deceased tenant's property, except for personal papers and personal
35 photographs, as provided in this subsection.

36 (i) If the landlord reasonably estimates the fair market value of
37 the stored property to be more than ((~~one thousand dollars~~)) \$1,000,
38 the landlord shall arrange to sell the property in a commercially
39 reasonable manner and may dispose of any property that remains unsold
40 in a reasonable manner.

1 (ii) If the value of the stored property does not meet the
2 threshold provided in (a)(i) of this subsection, the landlord may
3 dispose of the property in a reasonable manner.

4 (iii) The landlord may apply any income derived from the sale of
5 the property pursuant to this section against any costs of sale and
6 moneys due the landlord, including actual or reasonable costs,
7 whichever is less, of drayage and storage of the deceased tenant's
8 property. Any excess income derived from the sale of such property
9 under this section must be held by the landlord for a period of one
10 year from the date of sale, and if no claim is made for recovery of
11 the excess income before the expiration of that one-year period, the
12 balance must be treated as abandoned property and deposited by the
13 landlord with the department of revenue pursuant to chapter (~~(63.29)~~)
14 63.30 RCW.

15 (b) Personal papers and personal photographs that are not claimed
16 by a tenant representative within (~~(ninety)~~) 90 days after a sale or
17 other disposition of the deceased tenant's other property shall be
18 either destroyed or held for the benefit of any successor of the
19 deceased tenant as defined in RCW 11.62.005.

20 (c) No landlord or employee of a landlord, or his or her family
21 members, may acquire, directly or indirectly, the property sold
22 pursuant to (a)(i) of this subsection or disposed of pursuant to
23 (a)(ii) of this subsection.

24 (4) Upon learning of the death of the tenant, the landlord may
25 enter the deceased tenant's dwelling unit and immediately dispose of
26 any perishable food, hazardous materials, and garbage found on the
27 premises and turn over animals to a tenant representative or to an
28 animal control officer, humane society, or other individual or
29 organization willing to care for the animals.

30 (5) Any notices sent by the landlord under this section must
31 include a mailing address, any address used for the receipt of
32 electronic communications, and a telephone number of the landlord.

33 (6) If a landlord knowingly violates this section, the landlord
34 is liable to the deceased tenant's estate for actual damages. The
35 prevailing party in any action pursuant to this subsection may
36 recover costs and reasonable attorneys' fees.

37 (7) A landlord who complies with this section is relieved from
38 any liability relating to the deceased tenant's property.

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