
SENATE BILL 6064

State of Washington

68th Legislature

2024 Regular Session

By Senators Hansen, Kuderer, and Lias

Read first time 01/09/24. Referred to Committee on Housing.

1 AN ACT Relating to moneys collected by a landlord as fees,
2 deposit, or security for pets; and amending RCW 59.18.260 and
3 59.18.270.

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

5 **Sec. 1.** RCW 59.18.260 and 2023 c 331 s 3 are each amended to
6 read as follows:

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

16 (2) No deposit may be collected by a landlord unless the rental
17 agreement is in writing and a written checklist or statement is
18 provided by the landlord to the tenant at the commencement of the
19 tenancy specifically describing the condition and cleanliness of or
20 existing damages to the premises, fixtures, equipment, appliances,
21 and furnishings including, but not limited to:

- 1 (a) Walls, including wall paint and wallpaper;
- 2 (b) Carpets and other flooring;
- 3 (c) Furniture; and
- 4 (d) Appliances.

5 (3) The checklist or statement shall be signed and dated by the
6 landlord and the tenant, and the tenant shall be provided with a copy
7 of the signed checklist or statement. The tenant has the right to
8 request one free replacement copy of the written checklist.

9 (4) No such deposit shall be withheld on account of wear
10 resulting from ordinary use of the premises.

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

17 (6) Any moneys paid to the landlord by the tenant as a condition
18 of accepting a tenant's pet shall be considered a deposit or security
19 and shall be collected, maintained, and refunded in accordance the
20 provisions set forth under this section and RCW 59.18.270 and
21 59.18.280. Such additional deposit or security shall not exceed \$150
22 from a prospective or current tenant as a condition of permitting the
23 tenant's pet to reside at the residential premises with the tenant.

24 (7) Other than the pet damage or security deposit authorized by
25 this section, the landlord may not charge the tenant any fees or
26 additional rent for keeping a pet.

27 **Sec. 2.** RCW 59.18.270 and 2011 c 132 s 14 are each amended to
28 read as follows:

29 All moneys paid to the landlord by the tenant as a deposit as
30 security for performance of the tenant's obligations in a lease or
31 rental agreement or for accepting a tenant's pet shall promptly be
32 deposited by the landlord in a trust account, maintained by the
33 landlord for the purpose of holding such security deposits for
34 tenants of the landlord, in a financial institution as defined by RCW
35 (~~30.22.041~~) 30A.22.041 or licensed escrow agent located in
36 Washington. Unless otherwise agreed in writing, the landlord shall be
37 entitled to receipt of interest paid on such trust account deposits.
38 The landlord shall provide the tenant with a written receipt for the
39 deposit and shall provide written notice of the name and address and

1 location of the depository and any subsequent change thereof. If
2 during a tenancy the status of landlord is transferred to another,
3 any sums in the deposit trust account affected by such transfer shall
4 simultaneously be transferred to an equivalent trust account of the
5 successor landlord, and the successor landlord shall promptly notify
6 the tenant of the transfer and of the name, address, and location of
7 the new depository. If, during the tenancy, the tenant's dwelling
8 unit is foreclosed upon and the tenant's deposit is not transferred
9 to the successor after the foreclosure sale or other transfer of the
10 property from the foreclosed-upon owner to a successor, the
11 foreclosed-upon owner shall promptly refund the full deposit to the
12 tenant immediately after the foreclosure sale or transfer. If the
13 foreclosed-upon owner does not either immediately refund the full
14 deposit to the tenant or transfer the deposit to the successor, the
15 foreclosed-upon owner is liable to the tenant for damages up to two
16 times the amount of the deposit. In any action brought by the tenant
17 to recover the deposit, the prevailing party is entitled to recover
18 the costs of suit or arbitration, including reasonable attorneys'
19 fees. The tenant's claim to any moneys paid under this section shall
20 be prior to that of any creditor of the landlord, including a trustee
21 in bankruptcy or receiver, even if such moneys are commingled.

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