

# SENATE BILL REPORT

## SB 5313

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As of January 23, 2025

**Title:** An act relating to adding to the list of provisions prohibited from rental agreements.

**Brief Description:** Adding to the list of provisions prohibited from rental agreements.

**Sponsors:** Senators Pedersen, Goehner, Cleveland, Hasegawa, Nobles and Valdez.

**Brief History:**

**Committee Activity:** Housing: 1/29/25.

**Brief Summary of Bill**

- Updates the list of provisions that are prohibited in residential rental agreements.

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### SENATE COMMITTEE ON HOUSING

**Staff:** Bill Fosbre (786-7531)

**Background:** Residential Landlord-Tenant Act. The Residential Landlord-Tenant Act (RLTA) regulates the creation of residential tenancies and the relationship between landlords and tenants of residential dwelling units. The RLTA establishes rights and duties of both tenants and landlords, procedures for the parties to enforce their rights, and remedies for violations of the RLTA.

Under the RLTA, a rental agreement may not include provisions in which the tenant agrees to certain conditions, such as:

- waive or forgo rights or remedies available under the RLTA;
- pay the landlord's attorneys' fees except as authorized; or
- pay late fees for rent paid within five days following its due date.

**Summary of Bill:** A landlord may not include in the rental agreement a provision in which

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the tenant agrees to:

- waive or forgo any right to bring, join, or otherwise participate in or maintain any cause of action against the tenant's landlord or the landlord's representatives or agents including, but not limited to, class actions;
- sign a nondisclosure agreement relating to the lease agreement or details of the offer, including rent amount, security deposits or fees, rent concessions, move-in gifts, or lease specials or terms;
- arbitrate disputes, unless the landlord pays the entire cost of the arbitration, and the agreement is notarized; and
- use and pay for nonessential services. Nothing prohibits a landlord from offering nonessential services, but tenants must be allowed to opt out of such services without a fee if they choose to not participate. "Nonessential services" means a third-party service offered by the landlord to the tenant at the tenant's cost where a viable alternative is available at no cost but does not include the duties required to be provided by a landlord to keep the premises fit for human habitation or utilities that are required by the lease agreement to be paid by the tenant.

**Appropriation:** None.

**Fiscal Note:** Not requested.

**Creates Committee/Commission/Task Force that includes Legislative members:** No.

**Effective Date:** Ninety days after adjournment of session in which bill is passed.