
HOUSE BILL 2265

State of Washington

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By Representatives Mena, Peterson, Parshley, Reed, Ramel, Santos, Street, Scott, Thomas, Doglio, Gregerson, Ormsby, Farivar, Hill, Pollet, Salahuddin, and Wylie

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1 AN ACT Relating to protecting tenants from periods of extreme
2 heat; amending RCW 59.18.390; reenacting and amending RCW 59.18.060;
3 adding a new section to chapter 59.18 RCW; and adding a new section
4 to chapter 59.20 RCW.

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

6 NEW SECTION. **Sec. 1.** A new section is added to chapter 59.18
7 RCW to read as follows:

8 (1) A landlord may not prohibit or restrict a tenant from
9 installing a portable cooling device of the tenant's choosing,
10 unless:

11 (a) The installation of the portable cooling device would:

12 (i) Violate building codes or state or federal law;

13 (ii) Violate the portable cooling device manufacturer's written
14 safety guidelines for the device;

15 (iii) Cause unreasonable damage to the premises or render the
16 premises uninhabitable; or

17 (iv) Require amperage to power the portable cooling device that
18 cannot be accommodated by the power service to the building, dwelling
19 unit, or circuit. A landlord who limits the use of portable cooling
20 devices for this reason must prioritize allowing the use of portable
21 cooling devices for tenants who require a portable cooling device to

1 accommodate a disability as defined by state and federal law. A
2 landlord is not responsible for any interruption in electrical
3 service that is not caused by the landlord, including interruptions
4 caused by an electrical supply's inability to accommodate the use of
5 a portable cooling device;

6 (b) The portable cooling device would be installed in a window,
7 and:

8 (i) The window is a necessary egress from the dwelling unit;

9 (ii) The portable cooling device would interfere with the
10 tenant's ability to lock a window that is accessible from outside;

11 (iii) The portable cooling device requires the excessive use of
12 brackets or other hardware that would damage or void the warranty of
13 the window or frame, puncture the exterior wall of the building, or
14 otherwise cause significant damages;

15 (iv) The installation of the portable cooling device in the
16 window would not allow for adequate drainage to prevent damage to the
17 dwelling unit or building; or

18 (v) The portable cooling device cannot be secured in a way that
19 prevents it from falling out of the window; or

20 (c) The dwelling already has a permanently installed and fully
21 operational heat pump that is capable of cooling the dwelling.

22 (2) A landlord may not enforce a restriction on portable cooling
23 devices against a tenant unless the restriction is allowed under this
24 section and is delivered to the tenant in writing.

25 (3) A landlord is immune from liability for any claim for
26 damages, injury, or death caused by a portable cooling device
27 installed by the tenant.

28 (4) A landlord must include written information in the rental
29 agreement or lease notifying a tenant of the tenant's rights,
30 responsibilities, and restrictions related to installation and
31 operation of a portable cooling device.

32 (5) For the purposes of this section, a "portable cooling device"
33 means air conditioners and evaporative coolers, including devices
34 mounted in a window or that are designed to sit on the floor but not
35 including devices whose installation or use requires alteration to
36 the dwelling unit.

37 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.20
38 RCW to read as follows:

1 (1) A landlord may not prohibit or restrict a tenant from
2 installing a portable cooling device of the tenant's choosing,
3 unless:

4 (a) The installation of the portable cooling device would:

5 (i) Violate building codes or state or federal law;

6 (ii) Violate the portable cooling device manufacturer's written
7 safety guidelines for the device;

8 (iii) Cause unreasonable damage to the manufactured/mobile home
9 or manufactured/mobile home community; or

10 (iv) Require amperage to power the portable cooling device that
11 cannot be accommodated by the power service to the manufactured/
12 mobile home community, manufactured/mobile home, or circuit. A
13 landlord who limits the use of portable cooling devices for this
14 reason must prioritize allowing the use of portable cooling devices
15 for tenants who require a portable cooling device to accommodate a
16 disability as defined by state and federal law. A landlord is not
17 responsible for any interruption in electrical service that is not
18 caused by the landlord, including interruptions caused by an
19 electrical supply's inability to accommodate the use of a portable
20 cooling device;

21 (b) The portable cooling device would be installed in a window,
22 and:

23 (i) The window is a necessary egress from the manufactured/mobile
24 home;

25 (ii) The portable cooling device would interfere with the
26 tenant's ability to lock a window that is accessible from outside;

27 (iii) The portable cooling device requires the excessive use of
28 brackets or other hardware that would damage or void the warranty of
29 the window or frame, puncture the exterior wall of the manufactured/
30 mobile home, or otherwise cause significant damages;

31 (iv) The installation of the portable cooling device in the
32 window would not allow for adequate drainage to prevent damage to the
33 manufactured/mobile home; or

34 (v) The portable cooling device cannot be secured in a way that
35 prevents it from falling out of the window; or

36 (c) The manufactured/mobile home already has a permanently
37 installed and fully operational heat pump that is capable of cooling
38 the manufactured/mobile home.

1 (2) A landlord may not enforce a restriction on portable cooling
2 devices against a tenant unless the restriction is allowed under this
3 section and is delivered to the tenant in writing.

4 (3) A landlord is immune from liability for any claim for
5 damages, injury, or death caused by a portable cooling device
6 installed by the tenant.

7 (4) A landlord must include written information in the rental
8 agreement or lease notifying a tenant of the tenant's rights,
9 responsibilities, and restrictions related to installation and
10 operation of a portable cooling device.

11 (5) For the purposes of this section, a "portable cooling device"
12 means air conditioners and evaporative coolers, including devices
13 mounted in a window or that are designed to sit on the floor but not
14 including devices whose installation or use requires alteration to
15 the manufactured/mobile home.

16 **Sec. 3.** RCW 59.18.060 and 2023 c 331 s 5 and 2023 c 105 s 8 are
17 each reenacted and amended to read as follows:

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

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

26 (2) Maintain the structural components including, but not limited
27 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
28 all other structural components, in reasonably good repair so as to
29 be usable;

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

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

37 (5) Except where the condition is attributable to wear resulting
38 from ordinary use of the premises, make repairs and arrangements
39 necessary to put and keep the premises in as good condition as it by

1 law or rental agreement should have been, at the commencement of the
2 tenancy;

3 (6) Provide reasonably adequate locks and furnish keys to the
4 tenant;

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

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

10 (9) Maintain the dwelling unit in reasonably weathertight
11 condition;

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

16 (11) Provide facilities adequate to supply (~~heat~~) heating and
17 cooling and water and hot water as reasonably required by the tenant;

18 (a) The landlord may not effect an involuntary termination of
19 electric utility or water service due to lack of payment to any
20 tenant on any day for which the national weather service has issued
21 or has announced that it intends to issue a heat-related alert, such
22 as an (~~excessive~~) extreme heat warning, a heat advisory, an
23 (~~excessive~~) extreme heat watch, or a similar alert, for the area in
24 which the tenant's address is located.

25 (b)(i) A tenant at whose dwelling electric or water utility
26 service has been disconnected for lack of payment may request that
27 the landlord reconnect service on any day for which the national
28 weather service has issued or has announced that it intends to issue
29 a heat-related alert, such as an (~~excessive~~) extreme heat warning,
30 a heat advisory, an (~~excessive~~) extreme heat watch, or a similar
31 alert, for the area in which the tenant's address is located. The
32 landlord shall inform all tenants in the notice of disconnection of
33 the ability to seek reconnection and provide clear and specific
34 information on how to make that request, including how to contact the
35 landlord.

36 (ii) Upon receipt of a request made pursuant to (b)(i) of this
37 subsection, the landlord shall promptly make a reasonable attempt to
38 reconnect service to the dwelling. The landlord, in connection with a
39 request made pursuant to (b)(i) of this subsection, may require the
40 tenant to enter into a payment plan prior to reconnecting service to

1 the dwelling. If the landlord requires the tenant to enter into a
2 repayment plan, the repayment plan must comply with (c) of this
3 subsection.

4 (c) A repayment plan required by a landlord pursuant to (b)(i) of
5 this subsection will be designed both to pay the past due bill by the
6 following May 15th, or as soon as possible after May 15th if needed
7 to maintain monthly payments that are no greater than six percent of
8 the tenant's monthly income, and to pay for continued utility
9 service. The plan may not require monthly payments in excess of six
10 percent of the tenant's monthly income. A tenant may agree to pay a
11 higher percentage during this period, but will not be in default
12 unless payment during this period is less than six percent of the
13 tenant's monthly income. If assistance payments are received by the
14 tenant subsequent to implementation of the plan, the tenant shall
15 contact the landlord to reformulate the plan;

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

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

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

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

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

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

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

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

1 (b) The information required under this subsection may be
2 provided to a tenant in a multifamily residential building either as
3 a written notice or as a checklist that discloses whether the
4 building has fire safety and protection devices and systems. The
5 checklist shall include a diagram showing the emergency evacuation
6 routes for the occupants.

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

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

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

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

1 a provision of this chapter is deemed to have submitted himself or
2 herself to the jurisdiction of the courts of this state and personal
3 service of any process may be made on the owner outside the state
4 with the same force and effect as personal service within the state.
5 Any summons or process served out-of-state must contain the same
6 information and be served in the same manner as personal service of
7 summons or process served within the state, except the summons or
8 process must require the party to appear and answer within 60 days
9 after such personal service out of the state. In an action for a
10 violation of this chapter that is filed under chapter 12.40 RCW,
11 service of the notice of claim outside the state must contain the
12 same information and be served in the same manner as required under
13 chapter 12.40 RCW, except the date on which the party is required to
14 appear must not be less than 60 days from the date of service of the
15 notice of claim.

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

27 **Sec. 4.** RCW 59.18.390 and 2019 c 356 s 8 are each amended to
28 read as follows:

29 (1) The sheriff shall, upon receiving the writ of restitution,
30 forthwith serve a copy thereof upon the tenant, his or her agent, or
31 attorney, or a person in possession of the premises, and shall not
32 execute the same for three days thereafter.

33 (2) The sheriff may not execute the writ of restitution or
34 physically evict a tenant during a period of extreme heat. For the
35 purposes of this subsection, a "period of extreme heat" means a
36 period of time beginning 24 hours before the effective time of any
37 heat-related alert announced in advance by the national weather
38 service, or beginning at the effective time of any heat-related alert
39 issued without advance announcement by the national weather service,

1 and ending 48 hours after the expiration or cancellation of any heat-
2 related alert issued by the national weather service, such as an
3 extreme heat warning, a heat advisory, an extreme heat watch, or a
4 similar alert, for the area in which the tenant's address is located.
5 If multiple heat-related alerts overlap or are sequential, a "period
6 of extreme heat" includes all the overlapping or sequential heat-
7 related alerts and continues uninterrupted until 48 hours after the
8 expiration or cancellation of the last heat-related alert announced
9 or issued by the national weather service.

10 (3) After the issuance of a writ of restitution, acceptance of a
11 payment by the landlord that only partially satisfies the judgment
12 will not invalidate the writ unless pursuant to a written agreement
13 executed by both parties. The eviction will not be postponed or
14 stopped unless a copy of that written agreement is provided to the
15 sheriff. It is the responsibility of the tenant to ensure a copy of
16 the agreement is provided to the sheriff. Upon receipt of the
17 agreement, the sheriff will cease action unless ordered to do
18 otherwise by the court.

19 (4) The writ of restitution and the notice that accompanies the
20 writ of restitution required under RCW 59.18.312 shall conspicuously
21 state in boldface type, all capitals, not less than twelve points
22 information about partial payments and heat-related alerts as set
23 forth in subsection ~~((2))~~ (8) of this section.

24 (5) If the writ of restitution has been based upon a finding by
25 the court that the tenant, subtenant, sublessee, or a person residing
26 at the rental premises has engaged in drug-related activity or has
27 allowed any other person to engage in drug-related activity at those
28 premises with his or her knowledge or approval, neither the tenant
29 nor a person in possession of the premises shall be entitled to post
30 a bond in order to retain possession of the premises.

31 (6) The writ may be served by the sheriff, in the event he or she
32 shall be unable to find the tenant, an agent or attorney, or a person
33 in possession of the premises, by affixing a copy of the writ in a
34 conspicuous place upon the premises: PROVIDED, That the sheriff shall
35 not require any bond for the service or execution of the writ.

36 (7) The sheriff shall be immune from all civil liability for
37 serving and enforcing writs of restitution unless the sheriff is
38 grossly negligent in carrying out his or her duty.

1 (~~(2)~~) (8) The notice accompanying a writ of restitution
2 required under RCW 59.18.312 shall be substantially similar to the
3 following:

4 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

5 YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER
6 SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE
7 OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR
8 LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR
9 RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE
10 SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE
11 AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER
12 ACTION.

13 **IMPORTANT NOTICE - PERIODS OF EXTREME HEAT**

14 **THE SHERIFF CANNOT PHYSICALLY EVICT YOU DURING PERIODS OF EXTREME**
15 **HEAT. IF THE NATIONAL WEATHER SERVICE HAS ISSUED OR HAS ANNOUNCED**
16 **THAT IT INTENDS TO ISSUE A HEAT-RELATED ALERT, SUCH AS AN EXTREME**
17 **HEAT WARNING, A HEAT ADVISORY, AN EXTREME HEAT WATCH, OR A SIMILAR**
18 **ALERT, FOR THE AREA IN WHICH YOUR ADDRESS IS LOCATED, THE SHERIFF**
19 **MUST DELAY EXECUTING THE WRIT OF RESTITUTION AND CANNOT PHYSICALLY**
20 **EVICT YOU UNTIL 48 HOURS AFTER THE HEAT-RELATED ALERT EXPIRES OR IS**
21 **CANCELED. IF THE HEAT-RELATED ALERT IS ANNOUNCED IN ADVANCE BY THE**
22 **NATIONAL WEATHER SERVICE, YOUR PROTECTION AGAINST PHYSICAL EVICTION**
23 **BEGINS 24 HOURS BEFORE THE EFFECTIVE TIME OF THE HEAT-RELATED ALERT.**
24 **THIS NOTICE IS REQUIRED BY WASHINGTON STATE LAW IN RCW 59.18.390.**

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