
ENGROSSED SENATE BILL 5313

State of Washington

69th Legislature

2025 Regular Session

By Senators Pedersen, Goehner, Cleveland, Hasegawa, Nobles, and Valdez

Read first time 01/16/25. Referred to Committee on Housing.

1 AN ACT Relating to adding to the list of provisions prohibited
2 from rental agreements; and amending RCW 59.18.230.

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

4 **Sec. 1.** RCW 59.18.230 and 2022 c 95 s 2 are each amended to read
5 as follows:

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

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

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

1 (a) Agrees to waive or to forgo rights or remedies under this
2 chapter; or

3 (b) Agrees to waive or forgo any right to bring, join, or
4 otherwise participate in or maintain any cause of action against the
5 tenant's landlord or the landlord's representatives or agents
6 including, but not limited to, class actions; or

7 (c) Sign a nondisclosure agreement relating to the lease
8 agreement or details of the offer, including rent amount, security
9 deposits or fees, rent concessions, move-in gifts, or lease specials
10 or terms; or

11 (d) Authorizes any person to confess judgment on a claim arising
12 out of the rental agreement; or

13 ~~((e))~~ (e) Agrees to pay the landlord's attorneys' fees, except
14 as authorized in this chapter and awarded by a court pursuant to a
15 judgment; or

16 ~~((d))~~ (f) Agrees to the exculpation or limitation of any
17 liability of the landlord arising under law or to indemnify the
18 landlord for that liability or the costs connected therewith; or

19 ~~((e))~~ (g) And landlord have agreed to a particular arbitrator
20 at the time the rental agreement is entered into; or

21 ~~((f))~~ (h) Agrees to arbitrate disputes, unless the landlord
22 pays the entire cost of the arbitration and the agreement is
23 notarized; or

24 (i) Agrees to pay late fees for rent that is paid within five
25 days following its due date. If rent is more than five days past due,
26 the landlord may charge late fees commencing from the first day after
27 the due date until paid. Nothing in this subsection prohibits a
28 landlord from serving a notice to pay or vacate at any time after the
29 rent becomes due; or

30 ~~((g))~~ (j) Agrees to make rent payments through electronic means
31 only; or

32 (k) Is required to use and pay for nonessential services. Nothing
33 prohibits a landlord from offering nonessential services, but tenants
34 must be allowed to opt out of such services without a fee if they
35 choose to not participate. For the purposes of this subsection,
36 "nonessential services" means a third-party service offered by the
37 landlord to the tenant at the tenant's cost where an equivalent is
38 available at no cost, but does not include a duty required to be
39 provided by a landlord pursuant to RCW 59.18.060 or utilities to
40 include insurance and internet that are required by the lease

1 agreement to be paid by the tenant. Nothing herein shall prohibit a
2 landlord from automatically enrolling tenants in such services, at a
3 cost disclosed within the lease agreement, upon a tenant's failure to
4 timely perform such services that are required to be performed by the
5 tenant pursuant to the terms of the lease, and the tenant shall
6 remain responsible for reimbursing the landlord for these costs. The
7 landlord may apply such charges as additional rent.

8 (3) A provision prohibited by subsection (2) of this section
9 included in a rental agreement is unenforceable. If a landlord
10 knowingly uses a rental agreement containing provisions known by him
11 or her to be prohibited, the tenant may recover actual damages
12 sustained by him or her, statutory damages not to exceed two times
13 the monthly rent charged for the unit, costs of suit, and reasonable
14 attorneys' fees.

15 (4) The common law right of the landlord of distress for rent is
16 hereby abolished for property covered by this chapter. Any provision
17 in a rental agreement creating a lien upon the personal property of
18 the tenant or authorizing a distress for rent is null and void and of
19 no force and effect. Any landlord who takes or detains the personal
20 property of a tenant without the specific written consent of the
21 tenant to such incident of taking or detention, and who, after
22 written demand by the tenant for the return of his or her personal
23 property, refuses to return the same promptly shall be liable to the
24 tenant for the value of the property retained, actual damages, and if
25 the refusal is intentional, may also be liable for damages of up to
26 \$500 per day but not to exceed \$5,000, for each day or part of a day
27 that the tenant is deprived of his or her property. The prevailing
28 party may recover his or her costs of suit and a reasonable
29 attorneys' fee.

30 In any action, including actions pursuant to chapters 7.64 or
31 12.28 RCW, brought by a tenant or other person to recover possession
32 of his or her personal property taken or detained by a landlord in
33 violation of this section, the court, upon motion and after notice to
34 the opposing parties, may waive or reduce any bond requirements where
35 it appears to be to the satisfaction of the court that the moving
36 party is proceeding in good faith and has, prima facie, a meritorious
37 claim for immediate delivery or redelivery of said property.

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