
SUBSTITUTE SENATE BILL 6091

State of Washington

69th Legislature

2026 Regular Session

By Senate Housing (originally sponsored by Senators Lias, Gildon, Bateman, Alvarado, Braun, Chapman, Hasegawa, Lovelett, Lovick, MacEwen, Nobles, Riccelli, Saldaña, Salomon, Shewmake, Short, Warnick, and Wellman)

READ FIRST TIME 02/02/26.

1 AN ACT Relating to prohibiting real estate brokers from marketing
2 residential properties to an exclusive group of prospective buyers or
3 real estate brokers, unless the residential property is also
4 concurrently marketed to the general public and other real estate
5 brokers, except as reasonably necessary to protect the health or
6 safety of the owner or occupant; amending RCW 18.86.031 and
7 18.86.120; and adding a new section to chapter 18.86 RCW.

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

9 NEW SECTION. **Sec. 1.** A new section is added to chapter 18.86
10 RCW to read as follows:

11 A broker may not market the sale or lease of residential real
12 estate to a limited or exclusive group of prospective buyers or
13 brokers, or any combination thereof, unless the real estate
14 is concurrently marketed to the general public and all other brokers,
15 except as reasonably necessary to protect the health or safety of the
16 owner or occupant. Marketing to the general public does not require
17 an owner to allow access onto the residential real estate or into the
18 residence.

19 **Sec. 2.** RCW 18.86.031 and 2013 c 58 s 4 are each amended to read
20 as follows:

1 A violation of either RCW 18.86.030 or section 1 of this act is a
2 violation of RCW 18.85.361.

3 **Sec. 3.** RCW 18.86.120 and 2023 c 318 s 11 are each amended to
4 read as follows:

5 The pamphlet required under RCW 18.86.030(1)(f) shall be
6 formatted so it can be easily reviewed by a buyer or seller,
7 including a legible font and font size. The pamphlet shall be in the
8 following form:

9 **Real Estate Brokerage in Washington**

10 **Introduction**

11 This pamphlet provides general information about real estate
12 brokerage and summarizes the laws related to real estate brokerage
13 relationships. It describes a real estate broker's duties to the
14 seller/landlord and buyer/tenant. Detailed and complete information
15 about real estate brokerage relationships is available in chapter
16 18.86 RCW.

17 If you have any questions about the information in this pamphlet,
18 contact your broker or the designated broker of your broker's firm.

19 **Licensing and Supervision of Brokers**

20 To provide real estate brokerage services in Washington, a broker
21 must be licensed under chapter 18.85 RCW and licensed with a real
22 estate firm, which also must be licensed. Each real estate firm has a
23 designated broker who is responsible for supervising the brokers
24 licensed with the firm. Some firms may have branch offices that are
25 supervised by a branch manager and some firms may delegate certain
26 supervisory duties to one or more managing brokers.

27 The Washington State Department of Licensing is responsible for
28 enforcing all laws and rules relating to the conduct of real estate
29 firms and brokers.

30 **Agency Relationship**

31 In an agency relationship, a broker is referred to as an "agent" and
32 the seller/landlord and buyer/tenant is referred to as the
33 "principal." For simplicity, in this pamphlet, seller includes
34 landlord, and buyer includes tenant.

35 For Sellers

1 A real estate firm and broker must enter into a written services
2 agreement with a seller to establish an agency relationship. The firm
3 will then appoint one or more brokers to be agents of the seller. The
4 firm's designated broker and any managing broker responsible for the
5 supervision of those brokers are also agents of the seller.

6 For Buyers

7 A real estate firm and broker(s) who perform real estate brokerage
8 services for a buyer establish an agency relationship by performing
9 those services. The firm's designated broker and any managing broker
10 responsible for the supervision of that broker are also agents of the
11 buyer. A written services agreement between the buyer and the firm
12 must be entered into before, or as soon as reasonably practical
13 after, a broker begins rendering real estate brokerage services to
14 the buyer.

15 For both Buyer and Seller - as a Limited Dual Agent

16 A limited dual agent provides limited representation to both the
17 buyer and the seller in a transaction. Limited dual agency requires
18 the consent of each principal in a written services agreement and may
19 occur in two situations: (1) When the buyer and the seller are
20 represented by the same broker, in which case the broker's designated
21 broker and any managing broker responsible for the supervision of
22 that broker are also limited dual agents; and (2) when the buyer and
23 the seller are represented by different brokers in the same firm, in
24 which case each broker solely represents the principal the broker was
25 appointed to represent, but the broker's designated broker and any
26 managing broker responsible for the supervision of those brokers are
27 limited dual agents.

28 Duration of Agency Relationship

29 Once established, an agency relationship continues until the earliest
30 of the following:

- 31 (1) Completion of performance by the broker;
- 32 (2) Expiration of the term agreed upon by the parties;
- 33 (3) Termination of the relationship by mutual agreement of the
34 parties; or
- 35 (4) Termination of the relationship by notice from either party
36 to the other. However, such a termination does not affect the
37 contractual rights of either party.

1 **Written Services Agreement**

2 A written services agreement between the firm and principal must
3 contain the following:

- 4 (1) The term (duration) of the agreement;
- 5 (2) Name of the broker(s) appointed to act as an agent for the
6 principal;
- 7 (3) Whether the agency relationship is exclusive (which does not
8 allow the principal to enter into an agency relationship with another
9 firm during the term) or nonexclusive (which allows the principal to
10 enter into an agency relationship with multiple firms at the same
11 time);
- 12 (4) Whether the principal consents to limited dual agency;
- 13 (5) The terms of compensation;
- 14 (6) In an agreement with a buyer, whether the broker agrees to
15 show a property when there is no agreement or offer by any party or
16 firm to pay compensation to the broker's firm; and
- 17 (7) Any other agreements between the parties.

18 **A Broker's Duties to All Parties**

19 A broker owes the following duties to all parties in a transaction:

- 20 (1) To exercise reasonable skill and care;
- 21 (2) To deal honestly and in good faith;
- 22 (3) To timely present all written offers, written notices, and
23 other written communications to and from either party;
- 24 (4) To disclose all existing material facts known by the broker
25 and not apparent or readily ascertainable to a party. A material fact
26 includes information that substantially adversely affects the value
27 of the property or a party's ability to perform its obligations in a
28 transaction, or operates to materially impair or defeat the purpose
29 of the transaction. However, a broker does not have any duty to
30 investigate matters that the broker has not agreed to investigate;
- 31 (5) To account in a timely manner for all money and property
32 received from or on behalf of either party;
- 33 (6) To provide this pamphlet to all parties to whom the broker
34 renders real estate brokerage services and to any unrepresented
35 party;
- 36 (7) To disclose in writing who the broker represents; and

1 (8) To disclose in writing any terms of compensation offered by a
2 party or a real estate firm to a real estate firm representing
3 another party.

4 **Property Must Be Marketed Publicly**

5 Brokers who represent a seller must market residential property to
6 all members of the public and all other brokers and may not market
7 the property to an exclusive group of buyers or brokers only, unless
8 the health or safety of the owner or occupant requires.

9 **A Broker's Duties to the Buyer or Seller**

10 A broker owes the following duties to their principal (either the
11 buyer or seller):

12 (1) To be loyal to their principal by taking no action that is
13 adverse or detrimental to their principal's interest in a
14 transaction;

15 (2) To timely disclose to their principal any conflicts of
16 interest;

17 (3) To advise their principal to seek expert advice on matters
18 relating to the transaction that are beyond the broker's expertise;

19 (4) To not disclose any confidential information from or about
20 their principal; and

21 (5) To make a good faith and continuous effort to find a property
22 for the buyer or to find a buyer for the seller's property, until the
23 principal has entered a contract for the purchase or sale of property
24 or as agreed otherwise in writing.

25 **Limited Dual Agent Duties**

26 A limited dual agent may not advocate terms favorable to one
27 principal to the detriment of the other principal. A broker, acting
28 as a limited dual agent, owes the following duties to both the buyer
29 and seller:

30 (1) To take no action that is adverse or detrimental to either
31 principal's interest in a transaction;

32 (2) To timely disclose to both principals any conflicts of
33 interest;

34 (3) To advise both principals to seek expert advice on matters
35 relating to the transaction that are beyond the limited dual agent's
36 expertise;

37 (4) To not disclose any confidential information from or about
38 either principal; and

1 (5) To make a good faith and continuous effort to find a property
2 for the buyer and to find a buyer for the seller's property, until
3 the principals have entered a contract for the purchase or sale of
4 property or as agreed otherwise in writing.

5 **Compensation**

6 In any real estate transaction, a firm's compensation may be paid by
7 the seller, the buyer, a third party, or by sharing the compensation
8 between firms. To receive compensation from any party, a firm must
9 have a written services agreement with the party the firm represents
10 (or provide a "Compensation Disclosure" to the buyer in a transaction
11 for commercial real estate).

12 A services agreement must contain the following regarding
13 compensation:

14 (1) The amount the principal agrees to compensate the firm for
15 broker's services as an agent or limited dual agent;

16 (2) The principal's consent, if any, and any terms of such
17 consent, to compensation sharing between firms and parties; and

18 (3) The principal's consent, if any, and any terms of such
19 consent, to compensation of the firm by more than one party.

20 **Short Sales**

21 A "short sale" is a transaction where the seller's proceeds from the
22 sale are insufficient to cover seller's obligations at closing (e.g.,
23 the seller's outstanding mortgage is greater than the sale price). If
24 a sale is a short sale, the seller's real estate firm must disclose
25 to the seller that the decision by any beneficiary or mortgagee, to
26 release its interest in the property for less than the amount the
27 seller owes to allow the sale to proceed, does not automatically
28 relieve the seller of the obligation to pay any debt or costs
29 remaining at closing, including real estate firms' compensation.

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