
SENATE BILL 6091

State of Washington

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2026 Regular Session

By Senators Lias, Gildon, Bateman, Alvarado, Braun, Chapman, Hasegawa, Lovelett, Lovick, MacEwen, Nobles, Riccelli, Saldaña, Salomon, Shewmake, Short, Warnick, and Wellman

Read first time 01/13/26. Referred to Committee on Housing.

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, 18.86.120,
7 and 49.60.222; 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.

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

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

1 firm's designated broker and any managing broker responsible for the
2 supervision of those brokers are also agents of the seller.

3 For Buyers

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

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

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

25 Duration of Agency Relationship

26 Once established, an agency relationship continues until the earliest
27 of the following:

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

35 **Written Services Agreement**

36 A written services agreement between the firm and principal must
37 contain the following:

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

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

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

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

37 **Property Must Be Marketed Publicly**

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

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

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

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

11 (2) To timely disclose to their principal any conflicts of
12 interest;

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

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

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

21 **Limited Dual Agent Duties**

22 A limited dual agent may not advocate terms favorable to one
23 principal to the detriment of the other principal. A broker, acting
24 as a limited dual agent, owes the following duties to both the buyer
25 and seller:

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

28 (2) To timely disclose to both principals any conflicts of
29 interest;

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

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

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

1 **Compensation**

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

8 A services agreement must contain the following regarding
9 compensation:

- 10 (1) The amount the principal agrees to compensate the firm for
11 broker's services as an agent or limited dual agent;
- 12 (2) The principal's consent, if any, and any terms of such
13 consent, to compensation sharing between firms and parties; and
- 14 (3) The principal's consent, if any, and any terms of such
15 consent, to compensation of the firm by more than one party.

16 **Short Sales**

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

26 **Sec. 4.** RCW 49.60.222 and 2020 c 52 s 14 are each amended to
27 read as follows:

- 28 (1) It is an unfair practice for any person, whether acting for
29 himself, herself, or another, because of sex, marital status, sexual
30 orientation, race, creed, color, national origin, citizenship or
31 immigration status, families with children status, honorably
32 discharged veteran or military status, the presence of any sensory,
33 mental, or physical disability, or the use of a trained dog guide or
34 service animal by a person with a disability:
 - 35 (a) To refuse to engage in a real estate transaction with a
36 person;

1 (b) To discriminate against a person in the terms, conditions, or
2 privileges of a real estate transaction or in the furnishing of
3 facilities or services in connection therewith;

4 (c) To refuse to receive or to fail to transmit a bona fide offer
5 to engage in a real estate transaction from a person;

6 (d) To refuse to negotiate for a real estate transaction with a
7 person;

8 (e) To represent to a person that real property is not available
9 for inspection, sale, rental, or lease when in fact it is so
10 available, or to fail to bring a property listing to his or her
11 attention, or to refuse to permit the person to inspect real
12 property;

13 (f) To discriminate in the sale or rental, or to otherwise make
14 unavailable or deny a dwelling, to any person; or to a person
15 residing in or intending to reside in that dwelling after it is sold,
16 rented, or made available; or to any person associated with the
17 person buying or renting;

18 (g) To make, print, circulate, post, or mail, or cause to be so
19 made or published a statement, advertisement, or sign, or to use a
20 form of application for a real estate transaction, or to make a
21 record or inquiry in connection with a prospective real estate
22 transaction, which indicates, directly or indirectly, an intent to
23 make a limitation, specification, or discrimination with respect
24 thereto;

25 (h) To offer, solicit, accept, use, or retain a listing of real
26 property with the understanding that a person may be discriminated
27 against in a real estate transaction or in the furnishing of
28 facilities or services in connection therewith;

29 (i) To expel a person from occupancy of real property;

30 (j) To discriminate in the course of negotiating, executing, or
31 financing a real estate transaction whether by mortgage, deed of
32 trust, contract, or other instrument imposing a lien or other
33 security in real property, or in negotiating or executing any item or
34 service related thereto including issuance of title insurance,
35 mortgage insurance, loan guarantee, or other aspect of the
36 transaction. Nothing in this section shall limit the effect of RCW
37 49.60.176 relating to unfair practices in credit transactions; or

38 (k) To attempt to do any of the unfair practices defined in this
39 section.

1 (2) For the purposes of this chapter discrimination based on the
2 presence of any sensory, mental, or physical disability or the use of
3 a trained dog guide or service animal by a person who is blind, deaf,
4 or physically disabled includes:

5 (a) A refusal to permit, at the expense of the person with a
6 disability, reasonable modifications of existing premises occupied or
7 to be occupied by such person if such modifications may be necessary
8 to afford such person full enjoyment of the dwelling, except that, in
9 the case of a rental, the landlord may, where it is reasonable to do
10 so, condition permission for a modification on the renter agreeing to
11 restore the interior of the dwelling to the condition that existed
12 before the modification, reasonable wear and tear excepted;

13 (b) To refuse to make reasonable accommodation in rules,
14 policies, practices, or services when such accommodations may be
15 necessary to afford a person with the presence of any sensory,
16 mental, or physical disability and/or the use of a trained dog guide
17 or service animal by a person who is blind, deaf, or physically
18 disabled equal opportunity to use and enjoy a dwelling; or

19 (c) To fail to design and construct covered multifamily dwellings
20 and premises in conformance with the federal fair housing amendments
21 act of 1988 (42 U.S.C. Sec. 3601 et seq.) and all other applicable
22 laws or regulations pertaining to access by persons with any sensory,
23 mental, or physical disability or use of a trained dog guide or
24 service animal. Whenever the requirements of applicable laws or
25 regulations differ, the requirements which require greater
26 accessibility for persons with any sensory, mental, or physical
27 disability shall govern.

28 Nothing in (a) or (b) of this subsection shall apply to: (i) A
29 single-family house rented or leased by the owner if the owner does
30 not own or have an interest in the proceeds of the rental or lease of
31 more than three such single-family houses at one time, the rental or
32 lease occurred without the use of a salesperson, or a broker as
33 defined in RCW 18.85.011, and the rental or lease occurred without
34 the publication, posting, or mailing of any advertisement, sign, or
35 statement in violation of subsection (1)(g) of this section; or (ii)
36 rooms or units in dwellings containing living quarters occupied or
37 intended to be occupied by no more than four families living
38 independently of each other if the owner maintains and occupies one
39 of the rooms or units as his or her residence.

1 (3) It is an unfair practice for a real estate licensee to market
2 the sale or lease of residential real estate to a limited or
3 exclusive group of prospective buyers, prospective tenants, or real
4 estate licensees, or any combination thereof, unless the real estate
5 is concurrently marketed to the general public and all other real
6 estate licensees, except as reasonably necessary to protect the
7 health or safety of the owner or occupant.

8 (4) Notwithstanding any other provision of this chapter, it shall
9 not be an unfair practice or a denial of civil rights for any public
10 or private educational institution to separate the sexes or give
11 preference to or limit use of dormitories, residence halls, or other
12 student housing to persons of one sex or to make distinctions on the
13 basis of marital or families with children status.

14 ~~((4))~~ (5) Except pursuant to subsection (2)(a) of this section,
15 this section shall not be construed to require structural changes,
16 modifications, or additions to make facilities accessible to a person
17 with a disability except as otherwise required by law. Nothing in
18 this section affects the rights, responsibilities, and remedies of
19 landlords and tenants pursuant to chapter 59.18 or 59.20 RCW,
20 including the right to post and enforce reasonable rules of conduct
21 and safety for all tenants and their guests, provided that chapters
22 59.18 and 59.20 RCW are only affected to the extent they are
23 inconsistent with the nondiscrimination requirements of this chapter.
24 Nothing in this section limits the applicability of any reasonable
25 federal, state, or local restrictions regarding the maximum number of
26 occupants permitted to occupy a dwelling.

27 ~~((5))~~ (6) Notwithstanding any other provision of this chapter,
28 it shall not be an unfair practice for any public establishment
29 providing for accommodations offered for the full enjoyment of
30 transient guests as defined by RCW 9.91.010(1)(c) to make
31 distinctions on the basis of families with children status. Nothing
32 in this section shall limit the effect of RCW 49.60.215 relating to
33 unfair practices in places of public accommodation.

34 ~~((6))~~ (7) Nothing in this chapter prohibiting discrimination
35 based on families with children status applies to housing for older
36 persons as defined by the federal fair housing amendments act of
37 1988, 42 U.S.C. Sec. 3607(b)(1) through (3), as amended by the
38 housing for older persons act of 1995, P.L. 104-76, as enacted on
39 December 28, 1995. Nothing in this chapter authorizes requirements
40 for housing for older persons different than the requirements in the

1 federal fair housing amendments act of 1988, 42 U.S.C. Sec.
2 3607(b)(1) through (3), as amended by the housing for older persons
3 act of 1995, P.L. 104-76, as enacted on December 28, 1995.

4 (~~(7)~~) (8) Nothing in this chapter shall apply to real estate
5 transactions involving the sharing of a dwelling unit, or rental or
6 sublease of a portion of a dwelling unit, when the dwelling unit is
7 to be occupied by the owner or sublessor. For purposes of this
8 section, "dwelling unit" has the same meaning as in RCW 59.18.030.

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