
ENGROSSED SUBSTITUTE SENATE BILL 6200

State of Washington

69th Legislature

2026 Regular Session

By Senate Housing (originally sponsored by Senators Slatter, Alvarado, Conway, Frame, Hasegawa, Liias, Nobles, Riccelli, Trudeau, Valdez, and C. Wilson)

READ FIRST TIME 02/04/26.

1 AN ACT Relating to renters' and mobile home occupants' ability to
2 install portable cooling devices; amending RCW 59.20.070; and adding
3 a new section to chapter 59.18 RCW.

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

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

7 (1) Except as provided under subsections (3) through (5) of this
8 section, a landlord may not prohibit or restrict a tenant from
9 installing a portable cooling device of the tenant's choosing.

10 (2) A landlord may not require a fee for the use, inspection, or
11 installation of a portable cooling device. Nothing in this section
12 shall preclude a landlord from charging for the rental of a portable
13 cooling device rented by a tenant from the landlord, nor for any
14 damages arising out of a tenant's use of a portable cooling device.

15 (3) A landlord may prohibit or restrict a tenant from installing
16 a portable cooling device of any type if the dwelling already has a
17 permanently installed and fully operational heat pump, or if
18 installation of the device would:

19 (a) Violate state or local building codes, state law, or federal
20 law;

1 (b) Violate the device manufacturer's written safety guidelines
2 for the device;

3 (c) Cause unreasonable damage to the premises or render the
4 premises uninhabitable; or

5 (d) Require an electrical supply to power the device that cannot
6 be accommodated by the existing power service to the building,
7 dwelling unit, or circuit.

8 (4)(a) A landlord may prohibit or restrict a tenant from
9 installing a window-mounted portable cooling device if:

10 (i) The window is a necessary egress from the dwelling unit and
11 the device would interfere with its use as egress;

12 (ii) The device would interfere with the tenant's ability to lock
13 a window that is accessible from outside;

14 (iii) The device requires the excessive use of brackets or other
15 hardware that would damage or void the warranty of the window or
16 frame, puncture the exterior wall of the building, or otherwise cause
17 significant damage;

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

20 (v) The landlord's insurance policy for the dwelling occupied by
21 the tenant expressly restricts or prohibits the use of window-mounted
22 portable cooling devices, this restriction or prohibition has been
23 communicated to the tenant as described in subsection (8) of this
24 section, and the landlord has provided written evidence of insurance
25 policy restrictions or prohibitions to the tenant.

26 (b) As a condition of installing a portable cooling device, a
27 landlord may require that the device be adequately drained to prevent
28 damage to the dwelling unit or building.

29 (5) To verify compliance with the installation limitations
30 allowed under this section, a landlord may also require that a
31 window-mounted portable cooling device be subject to one or more of
32 the following:

33 (a) Inspection after installation; or

34 (b) Servicing after installation.

35 (6) A tenant must provide at least two days' notice to a landlord
36 prior to the installation of a window-mounted portable cooling
37 device.

38 (7) A landlord is immune from liability for any claim for
39 damages, injury, or death caused by a portable cooling device
40 installed by the tenant.

1 (8) A landlord must notify tenants in their lease of their
2 rights, responsibilities, and restrictions related to installation
3 and operation of a portable cooling device.

4 (9) A landlord must state in a lease whether the landlord's
5 insurance policy restricts or prohibits the tenant's use of a window-
6 mounted cooling device. A landlord must notify a tenant if and when
7 the landlord's insurance policy changes to allow, prohibit, or
8 restrict the tenant's use of a window-mounted cooling device.

9 (10) Nothing under this section shall be construed to limit the
10 responsibilities of landlords to provide reasonable accommodations
11 under existing state and federal law.

12 (11) A landlord is not responsible for any interruption in
13 electrical service resulting from the installation of a portable
14 cooling device that is not caused by the landlord, including
15 interruptions caused by an electrical supply's inability to
16 accommodate use of a portable cooling device.

17 (12) Nothing in this section shall preclude a landlord from
18 retaining a portion of a security deposit for a lawful purpose under
19 RCW 59.18.280.

20 (13) For the purposes of this section:

21 (a) "Portable cooling device" means an air conditioner, portable
22 heat pump, or evaporative cooler, including a device mounted in a
23 window or designed to sit on the floor, but does not include devices
24 whose installation or use require excessive alteration to the
25 dwelling unit including, but not limited to, the excessive use of
26 brackets or other hardware under subsection (4)(a)(iii) of this
27 section.

28 (b) "Saddle-mounted portable cooling device" means a portable
29 cooling device that hangs over the windowsill with interior and
30 exterior components rather than sitting on top of it, such that the
31 window view is not fully obstructed and the device will not fall when
32 the window is opened, and includes u-shaped portable cooling devices.

33 (c) "Window-mounted portable cooling device" means a portable
34 cooling device that is installed to sit in the window but does not
35 include a saddle-mounted portable cooling device, a u-shaped portable
36 cooling device, or a floor-mounted device that is connected to a
37 window for air exchange or ventilation.

38 **Sec. 2.** RCW 59.20.070 and 2023 c 105 s 9 are each amended to
39 read as follows:

1 A landlord shall not:

2 (1) Deny any tenant the right to sell such tenant's mobile home,
3 manufactured home, or park model within a park, or prohibit, in any
4 manner, any tenant from posting on the tenant's manufactured/mobile
5 home or park model, or on the rented mobile home lot, a commercially
6 reasonable "for sale" sign or any similar sign designed to advertise
7 the sale of the manufactured/mobile home or park model. In addition,
8 a landlord shall not require the removal of the mobile home,
9 manufactured home, or park model from the park because of the sale
10 thereof. Requirements for the transfer of the rental agreement are in
11 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
12 enforcing reasonable rules or restrictions regarding the placement of
13 "for sale" signs on the tenant's manufactured/mobile home or park
14 model, or on the rented mobile home lot, if (a) the main purpose of
15 the rules or restrictions is to protect the safety of park tenants or
16 residents and (b) the rules or restrictions comply with RCW
17 59.20.045. The landlord may restrict the number of "for sale" signs
18 on the lot to two and may restrict the size of the signs to conform
19 to those in common use by home sale businesses;

20 (2) Restrict the tenant's freedom of choice in purchasing goods
21 or services but may reserve the right to approve or disapprove any
22 exterior structural improvements on a mobile home space: PROVIDED,
23 That door-to-door solicitation in the mobile home park may be
24 restricted in the rental agreement. Door-to-door solicitation does
25 not include public officials, housing and low-income assistance
26 organizations, or candidates for public office meeting or
27 distributing information to tenants in accordance with subsection (3)
28 or (4) of this section;

29 (3) Prohibit the distribution of information or meetings by
30 tenants of the mobile home park to discuss mobile home living and
31 affairs, including political caucuses or forums for or speeches of
32 public officials or candidates for public office, meetings with
33 housing and low-income assistance organizations, or meetings of
34 organizations that represent the interest of tenants in the park,
35 held in a tenant's home or any of the park community or recreation
36 halls if these halls are open for the use of the tenants, conducted
37 at reasonable times and in an orderly manner on the premises, nor
38 penalize any tenant for participation in such activities;

39 (4) Prohibit a public official, housing and low-income assistance
40 organization, or candidate for public office from meeting with or

1 distributing information to tenants in their individual mobile homes,
2 manufactured homes, or park models, nor penalize any tenant for
3 participating in these meetings or receiving this information;

4 (5) Evict a tenant, terminate a rental agreement, decline to
5 renew a rental agreement, increase rental or other tenant
6 obligations, decrease services, or modify park rules in retaliation
7 for any of the following actions on the part of a tenant taken in
8 good faith:

9 (a) Filing a complaint with any federal, state, county, or
10 municipal governmental authority relating to any alleged violation by
11 the landlord of an applicable statute, regulation, or ordinance;

12 (b) Requesting the landlord to comply with the provision of this
13 chapter or other applicable statute, regulation, or ordinance of the
14 state, county, or municipality;

15 (c) Filing suit against the landlord for any reason;

16 (d) Participation or membership in any homeowners association or
17 group;

18 (6) Charge to any tenant a utility fee in excess of actual
19 utility costs or intentionally cause termination or interruption of
20 any tenant's utility services, including water, heat, electricity, or
21 gas, except when an interruption of a reasonable duration is required
22 to make necessary repairs;

23 (7)(a) Effect an involuntary termination of electric utility or
24 water service due to lack of payment to any tenant on any day for
25 which the national weather service has issued or has announced that
26 it intends to issue a heat-related alert, such as an excessive heat
27 warning, a heat advisory, an excessive heat watch, or a similar
28 alert, for the area in which the tenant's address is located.

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

39 (ii) Upon receipt of a request made pursuant to (b)(i) of this
40 subsection, the landlord shall promptly make a reasonable attempt to

1 reconnect service to the dwelling. The landlord, in connection with a
2 request made pursuant to (b)(i) of this subsection, may require the
3 tenant to enter into a payment plan prior to reconnecting service to
4 the dwelling. If the landlord requires the tenant to enter into a
5 repayment plan, the repayment plan must comply with (c) of this
6 subsection.

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

19 (8) Remove or exclude a tenant from the premises unless this
20 chapter is complied with or the exclusion or removal is under an
21 appropriate court order; (~~(e)~~)

22 (9) Prevent the entry or require the removal of a mobile home,
23 manufactured home, or park model for the sole reason that the mobile
24 home has reached a certain age. Nothing in this subsection shall
25 limit a landlord's right to exclude or expel a mobile home,
26 manufactured home, or park model for any other reason, including but
27 not limited to, failure to comply with fire, safety, and other
28 provisions of local ordinances and state laws relating to mobile
29 homes, manufactured homes, and park models, as long as the action
30 conforms to this chapter or any other relevant statutory provision;
31 or

32 (10)(a) Prohibit or restrict a tenant from installing a portable
33 cooling device of the tenant's choosing, unless installation of the
34 device would:

35 (i) Violate state or local building codes, state law, or federal
36 law;

37 (ii) Violate the device manufacturer's written safety guidelines
38 for the device;

39 (iii) Cause unreasonable damage to the premises; or

1 (iv) Require an electrical supply to power the device that
2 cannot be accommodated by the power service to the mobile home park
3 or mobile home lot.
4 (b) For the purposes of this subsection, "portable cooling
5 device" means an air conditioner, portable heat pump, or evaporative
6 cooler, including a device mounted in a window or designed to sit on
7 the floor, but does not include devices whose installation or use
8 requires excessive alteration to the dwelling unit including, but not
9 limited to, the excessive use of brackets or other hardware under
10 section 1(4)(a)(iii) of this act.

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