
SUBSTITUTE SENATE BILL 6200

State of Washington

69th Legislature

2026 Regular Session

By Senate Housing (originally sponsored by Senators Slatter, Alvarado, Conway, Frame, Hasegawa, Lias, 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)(a) 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 (i) Inspection after installation; or

34 (ii) Servicing after installation.

35 (b) A landlord must provide at least 48 hours' notice prior to
36 any inspection after installation or servicing after installation
37 unless emergency inspection or emergency servicing is required.

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

1 (7) 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 (8) 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 (9) 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 (10) 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 (11) 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 (12) 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) "Window-mounted portable cooling device" means a portable
29 cooling device that is installed to sit in the window but does not
30 include a floor-mounted device that is connected to a window for air
31 exchange or ventilation.

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

34 A landlord shall not:

35 (1) Deny any tenant the right to sell such tenant's mobile home,
36 manufactured home, or park model within a park, or prohibit, in any
37 manner, any tenant from posting on the tenant's manufactured/mobile
38 home or park model, or on the rented mobile home lot, a commercially
39 reasonable "for sale" sign or any similar sign designed to advertise

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

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

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

33 (4) Prohibit a public official, housing and low-income assistance
34 organization, or candidate for public office from meeting with or
35 distributing information to tenants in their individual mobile homes,
36 manufactured homes, or park models, nor penalize any tenant for
37 participating in these meetings or receiving this information;

38 (5) Evict a tenant, terminate a rental agreement, decline to
39 renew a rental agreement, increase rental or other tenant
40 obligations, decrease services, or modify park rules in retaliation

1 for any of the following actions on the part of a tenant taken in
2 good faith:

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

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

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

10 (d) Participation or membership in any homeowners association or
11 group;

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

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

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

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

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

13 (8) Remove or exclude a tenant from the premises unless this
14 chapter is complied with or the exclusion or removal is under an
15 appropriate court order; ((~~or~~))

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

26 (10) (a) Prohibit or restrict a tenant from installing a portable
27 cooling device of the tenant's choosing, unless installation of the
28 device would:

29 (i) Violate state or local building codes, state law, or federal
30 law;

31 (ii) Violate the device manufacturer's written safety guidelines
32 for the device;

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

34 (iv) Require an electrical supply to power the device that
35 cannot be accommodated by the power service to the mobile home park
36 or mobile home lot.

37 (b) For the purposes of this subsection, "portable cooling
38 device" means an air conditioner, portable heat pump, or evaporative
39 cooler, including a device mounted in a window or designed to sit on
40 the floor, but does not include devices whose installation or use

1 requires excessive alteration to the dwelling unit including, but not
2 limited to, the excessive use of brackets or other hardware under
3 section 1(4)(a)(iii) of this act.

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