
SENATE BILL 6200

State of Washington

69th Legislature

2026 Regular Session

By Senators Slatter, Alvarado, Conway, Frame, Hasegawa, Lias, Nobles, Riccelli, Trudeau, Valdez, and C. Wilson

Read first time 01/16/26. Referred to Committee on Housing.

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 or installation
11 of a portable cooling device.

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

16 (a) Violate state or local building codes, state law, or federal
17 law;

18 (b) Violate the device manufacturer's written safety guidelines
19 for the device;

20 (c) Cause unreasonable damage to the premises or render the
21 premises uninhabitable; or

1 (d) Require an electrical supply to power the device that cannot
2 be accommodated by the power service to the building, dwelling unit,
3 or circuit.

4 (4)(a) A landlord may prohibit or restrict a tenant from
5 installing a portable cooling device in a window if:

6 (i) The window is a necessary egress from the dwelling unit;

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

9 (iii) The device requires the excessive use of brackets or other
10 hardware that would damage or void the warranty of the window or
11 frame, puncture the exterior wall of the building, or otherwise cause
12 significant damages; or

13 (iv) The device cannot be secured in a way that prevents it from
14 falling out of the window.

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

18 (5) In addition to the installation limitations under this
19 section, a landlord may also require that a portable cooling device
20 be subject to inspection or servicing by the landlord or landlord's
21 agent. Prior to any inspection or servicing of the portable cooling
22 unit, the landlord must provide at least a 48-hour notice unless
23 emergency inspection or servicing is required.

24 (6) A landlord may not enforce a restriction on portable cooling
25 devices against a tenant under this section unless the restrictions
26 are in writing and delivered to the tenant.

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

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

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

36 (10) A landlord is not responsible for any interruption in
37 electrical service resulting from the installation of a portable
38 cooling device that is not caused by the landlord, including
39 interruptions caused by an electrical supply's inability to
40 accommodate use of a portable cooling device.

1 (11) Nothing in this section shall preclude a landlord from
2 retaining a portion of a security deposit for a lawful purpose under
3 RCW 59.18.280.

4 (12) For the purposes of this section, "portable cooling device"
5 means an air conditioner, portable heat pump, or evaporative cooler,
6 including a device mounted in a window or designed to sit on the
7 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 subsection (4) (a) (iii) of this section.

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

13 A landlord shall not:

14 (1) Deny any tenant the right to sell such tenant's mobile home,
15 manufactured home, or park model within a park, or prohibit, in any
16 manner, any tenant from posting on the tenant's manufactured/mobile
17 home or park model, or on the rented mobile home lot, a commercially
18 reasonable "for sale" sign or any similar sign designed to advertise
19 the sale of the manufactured/mobile home or park model. In addition,
20 a landlord shall not require the removal of the mobile home,
21 manufactured home, or park model from the park because of the sale
22 thereof. Requirements for the transfer of the rental agreement are in
23 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
24 enforcing reasonable rules or restrictions regarding the placement of
25 "for sale" signs on the tenant's manufactured/mobile home or park
26 model, or on the rented mobile home lot, if (a) the main purpose of
27 the rules or restrictions is to protect the safety of park tenants or
28 residents and (b) the rules or restrictions comply with RCW
29 59.20.045. The landlord may restrict the number of "for sale" signs
30 on the lot to two and may restrict the size of the signs to conform
31 to those in common use by home sale businesses;

32 (2) Restrict the tenant's freedom of choice in purchasing goods
33 or services but may reserve the right to approve or disapprove any
34 exterior structural improvements on a mobile home space: PROVIDED,
35 That door-to-door solicitation in the mobile home park may be
36 restricted in the rental agreement. Door-to-door solicitation does
37 not include public officials, housing and low-income assistance
38 organizations, or candidates for public office meeting or

1 distributing information to tenants in accordance with subsection (3)
2 or (4) of this section;

3 (3) Prohibit the distribution of information or meetings by
4 tenants of the mobile home park to discuss mobile home living and
5 affairs, including political caucuses or forums for or speeches of
6 public officials or candidates for public office, meetings with
7 housing and low-income assistance organizations, or meetings of
8 organizations that represent the interest of tenants in the park,
9 held in a tenant's home or any of the park community or recreation
10 halls if these halls are open for the use of the tenants, conducted
11 at reasonable times and in an orderly manner on the premises, nor
12 penalize any tenant for participation in such activities;

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

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

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

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

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

30 (d) Participation or membership in any homeowners association or
31 group;

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

37 (7) (a) Effect an involuntary termination of electric utility or
38 water service due to lack of payment to any tenant on any day for
39 which the national weather service has issued or has announced that
40 it intends to issue a heat-related alert, such as an excessive heat

1 warning, a heat advisory, an excessive heat watch, or a similar
2 alert, for the area in which the tenant's address is located.

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

13 (ii) Upon receipt of a request made pursuant to (b)(i) of this
14 subsection, the landlord shall promptly make a reasonable attempt to
15 reconnect service to the dwelling. The landlord, in connection with a
16 request made pursuant to (b)(i) of this subsection, may require the
17 tenant to enter into a payment plan prior to reconnecting service to
18 the dwelling. If the landlord requires the tenant to enter into a
19 repayment plan, the repayment plan must comply with (c) of this
20 subsection.

21 (c) A repayment plan required by a landlord pursuant to (b)(ii)
22 of this subsection will be designed both to pay the past due bill by
23 the following May 15th, or as soon as possible after May 15th if
24 needed to maintain monthly payments that are no greater than six
25 percent of the tenant's monthly income, and to pay for continued
26 utility service. The plan may not require monthly payments in excess
27 of six percent of the tenant's monthly income. A tenant may agree to
28 pay a higher percentage during this period, but will not be in
29 default unless payment during this period is less than six percent of
30 the tenant's monthly income. If assistance payments are received by
31 the tenant subsequent to implementation of the plan, the tenant shall
32 contact the landlord to reformulate the plan;

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

36 (9) Prevent the entry or require the removal of a mobile home,
37 manufactured home, or park model for the sole reason that the mobile
38 home has reached a certain age. Nothing in this subsection shall
39 limit a landlord's right to exclude or expel a mobile home,
40 manufactured home, or park model for any other reason, including but

1 not limited to, failure to comply with fire, safety, and other
2 provisions of local ordinances and state laws relating to mobile
3 homes, manufactured homes, and park models, as long as the action
4 conforms to this chapter or any other relevant statutory provision;
5 or

6 (10)(a) Prohibit or restrict a tenant from installing a portable
7 cooling device of the tenant's choosing, unless installation of the
8 device would:

9 (i) Violate state or local building codes, state law, or federal
10 law;

11 (ii) Violate the device manufacturer's written safety guidelines
12 for the device;

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

14 (iv) Require an electrical supply to power the device that
15 cannot be accommodated by the power service to the mobile home park
16 or mobile home lot.

17 (b) For the purposes of this subsection, "portable cooling
18 device" means an air conditioner, portable heat pump, or evaporative
19 cooler, including a device mounted in a window or designed to sit on
20 the floor, but does not include devices whose installation or use
21 requires excessive alteration to the dwelling unit including, but not
22 limited to, the excessive use of brackets or other hardware under
23 section 1(4)(a)(iii) of this act.

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