
SUBSTITUTE SENATE BILL 6237

State of Washington

69th Legislature

2026 Regular Session

By Senate Housing (originally sponsored by Senators Bateman, Hasegawa, Nobles, Shewmake, Valdez, and C. Wilson)

READ FIRST TIME 02/04/26.

1 AN ACT Relating to rental property disclosures of flooding
2 history and flood risk; and reenacting and amending RCW 59.18.060.

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

4 **Sec. 1.** RCW 59.18.060 and 2023 c 331 s 5 and 2023 c 105 s 8 are
5 each reenacted and amended to read as follows:

6 The landlord will at all times during the tenancy keep the
7 premises fit for human habitation, and shall in particular:

8 (1) Maintain the premises to substantially comply with any
9 applicable code, statute, ordinance, or regulation governing their
10 maintenance or operation, which the legislative body enacting the
11 applicable code, statute, ordinance or regulation could enforce as to
12 the premises rented if such condition endangers or impairs the health
13 or safety of the tenant;

14 (2) Maintain the structural components including, but not limited
15 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
16 all other structural components, in reasonably good repair so as to
17 be usable;

18 (3) Keep any shared or common areas reasonably clean, sanitary,
19 and safe from defects increasing the hazards of fire or accident;

20 (4) Provide a reasonable program for the control of infestation
21 by insects, rodents, and other pests at the initiation of the tenancy

1 and, except in the case of a single-family residence, control
2 infestation during tenancy except where such infestation is caused by
3 the tenant;

4 (5) Except where the condition is attributable to wear resulting
5 from ordinary use of the premises, make repairs and arrangements
6 necessary to put and keep the premises in as good condition as it by
7 law or rental agreement should have been, at the commencement of the
8 tenancy;

9 (6) Provide reasonably adequate locks and furnish keys to the
10 tenant;

11 (7) Maintain and safeguard with reasonable care any master key or
12 duplicate keys to the dwelling unit;

13 (8) Maintain all electrical, plumbing, heating, and other
14 facilities and appliances supplied by him or her in reasonably good
15 working order;

16 (9) Maintain the dwelling unit in reasonably weathertight
17 condition;

18 (10) Except in the case of a single-family residence, provide and
19 maintain appropriate receptacles in common areas for the removal of
20 ashes, rubbish, and garbage, incidental to the occupancy and arrange
21 for the reasonable and regular removal of such waste;

22 (11) Provide facilities adequate to supply heat and water and hot
23 water as reasonably required by the tenant;

24 (a) The landlord may not effect an involuntary termination of
25 electric utility or water service due to lack of payment to any
26 tenant on any day for which the national weather service has issued
27 or has announced that it intends to issue a heat-related alert, such
28 as an excessive heat warning, a heat advisory, an excessive heat
29 watch, or a similar alert, for the area in which the tenant's address
30 is located.

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

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

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

21 (12)(a) Provide a written notice to all tenants disclosing fire
22 safety and protection information. The landlord or his or her
23 authorized agent must provide a written notice to the tenant that the
24 dwelling unit is equipped with a smoke detection device as required
25 in RCW 43.44.110. The notice shall inform the tenant of the tenant's
26 responsibility to maintain the smoke detection device in proper
27 operating condition and of penalties for failure to comply with the
28 provisions of RCW 43.44.110(3). The notice must be signed by the
29 landlord or the landlord's authorized agent and tenant with copies
30 provided to both parties. Further, except with respect to a single-
31 family residence, the written notice must also disclose the
32 following:

33 (i) Whether the smoke detection device is hard-wired or battery
34 operated;

35 (ii) Whether the building has a fire sprinkler system;

36 (iii) Whether the building has a fire alarm system;

37 (iv) Whether the building has a smoking policy, and what that
38 policy is;

39 (v) Whether the building has an emergency notification plan for
40 the occupants and, if so, provide a copy to the occupants;

1 (vi) Whether the building has an emergency relocation plan for
2 the occupants and, if so, provide a copy to the occupants; and

3 (vii) Whether the building has an emergency evacuation plan for
4 the occupants and, if so, provide a copy to the occupants.

5 (b) The information required under this subsection may be
6 provided to a tenant in a multifamily residential building either as
7 a written notice or as a checklist that discloses whether the
8 building has fire safety and protection devices and systems. The
9 checklist shall include a diagram showing the emergency evacuation
10 routes for the occupants.

11 (c) The written notice or checklist must be provided to new
12 tenants at the time the lease or rental agreement is signed;

13 (13)(a) Disclose to tenants the following:

14 (i) That the property may be located in a special flood hazard
15 area or an area of potential flooding;

16 (ii) That the landlord's insurance does not cover the loss of the
17 tenant's personal possessions, and that the tenant should consider
18 purchasing renter's insurance and flood insurance to insure his or
19 her possessions from loss due to fire, flood, or other risk of loss;
20 and

21 (iii) That information about hazards that may affect the
22 property, including whether the property may be at risk of flooding,
23 is available from the county government in which the property is
24 located.

25 (b) The disclosures required by this subsection (13) only apply
26 to leases entered into after December 31, 2026;

27 (14) Provide tenants with information provided or approved by the
28 department of health about the health hazards associated with
29 exposure to indoor mold. Information may be provided in written
30 format individually to each tenant, or may be posted in a visible,
31 public location at the dwelling unit property. The information must
32 detail how tenants can control mold growth in their dwelling units to
33 minimize the health risks associated with indoor mold. Landlords may
34 obtain the information from the department's website or, if requested
35 by the landlord, the department must mail the information to the
36 landlord in a printed format. When developing or changing the
37 information, the department of health must include representatives of
38 landlords in the development process. The information must be
39 provided by the landlord to new tenants at the time the lease or
40 rental agreement is signed;

1 (~~(14)~~) (15) The landlord and his or her agents and employees
2 are immune from civil liability for failure to comply with subsection
3 (~~(13)~~) (14) of this section except where the landlord and his or
4 her agents and employees knowingly and intentionally do not comply
5 with subsection (~~(13)~~) (14) of this section; and

6 (~~(15)~~) (16) Designate to the tenant the name and address of the
7 person who is the landlord by a statement on the rental agreement or
8 by a notice conspicuously posted on the premises. The tenant shall be
9 notified immediately of any changes in writing, which must be either
10 (a) delivered personally to the tenant or (b) mailed to the tenant
11 and conspicuously posted on the premises. If the person designated in
12 this section does not reside in the state where the premises are
13 located, there shall also be designated a person who resides in the
14 county who is authorized to act as an agent for the purposes of
15 service of notices and process, and if no designation is made of a
16 person to act as agent, then the person to whom rental payments are
17 to be made shall be considered such agent. Regardless of such
18 designation, any owner who resides outside the state and who violates
19 a provision of this chapter is deemed to have submitted himself or
20 herself to the jurisdiction of the courts of this state and personal
21 service of any process may be made on the owner outside the state
22 with the same force and effect as personal service within the state.
23 Any summons or process served out-of-state must contain the same
24 information and be served in the same manner as personal service of
25 summons or process served within the state, except the summons or
26 process must require the party to appear and answer within 60 days
27 after such personal service out of the state. In an action for a
28 violation of this chapter that is filed under chapter 12.40 RCW,
29 service of the notice of claim outside the state must contain the
30 same information and be served in the same manner as required under
31 chapter 12.40 RCW, except the date on which the party is required to
32 appear must not be less than 60 days from the date of service of the
33 notice of claim.

34 No duty shall devolve upon the landlord to repair a defective
35 condition under this section, nor shall any defense or remedy be
36 available to the tenant under this chapter, where the defective
37 condition complained of was caused by the conduct of such tenant, his
38 or her family, invitee, or other person acting under his or her
39 control, or where a tenant unreasonably fails to allow the landlord
40 access to the property for purposes of repair. When the duty imposed

1 by subsection (1) of this section is incompatible with and greater
2 than the duty imposed by any other provisions of this section, the
3 landlord's duty shall be determined pursuant to subsection (1) of
4 this section.

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