
SENATE BILL 6237

State of Washington

69th Legislature

2026 Regular Session

By Senators Bateman, Hasegawa, Nobles, Shewmake, Valdez, and C. Wilson

Read first time 01/20/26. Referred to Committee on Housing.

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) Disclose to tenants the following:

14 (a) That the property is located in a special flood hazard area
15 or an area of potential flooding, if the owner has actual knowledge
16 of the fact. For purposes of this section, "actual knowledge"
17 includes the following:

18 (i) The landlord has received written notice from any public
19 agency stating that the property is located in a special flood hazard
20 area or an area of potential flooding;

21 (ii) The property is located in an area in which the landlord's
22 mortgage holder requires the landlord to carry flood insurance; or

23 (iii) The landlord currently carries flood insurance;

24 (b) Any known flooding, standing water, or drainage problems on
25 the property that affect the property or access to the property;

26 (c) That the landlord's insurance does not cover the loss of the
27 tenant's personal possessions, and that it is recommended that the
28 tenant consider purchasing renter's insurance and flood insurance to
29 insure his or her possessions from loss due to fire, flood, or other
30 risk of loss; and

31 (d) That information about hazards that may affect the property,
32 including whether the property may be at risk of flooding, is
33 available from the tenant's county government.

34 (14) Provide tenants with information provided or approved by the
35 department of health about the health hazards associated with
36 exposure to indoor mold. Information may be provided in written
37 format individually to each tenant, or may be posted in a visible,
38 public location at the dwelling unit property. The information must
39 detail how tenants can control mold growth in their dwelling units to
40 minimize the health risks associated with indoor mold. Landlords may

1 obtain the information from the department's website or, if requested
2 by the landlord, the department must mail the information to the
3 landlord in a printed format. When developing or changing the
4 information, the department of health must include representatives of
5 landlords in the development process. The information must be
6 provided by the landlord to new tenants at the time the lease or
7 rental agreement is signed;

8 ~~((14))~~ (15) The landlord and his or her agents and employees
9 are immune from civil liability for failure to comply with subsection
10 (13) of this section except where the landlord and his or her agents
11 and employees knowingly and intentionally do not comply with
12 subsection ~~((13))~~ (14) of this section; and

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

1 No duty shall devolve upon the landlord to repair a defective
2 condition under this section, nor shall any defense or remedy be
3 available to the tenant under this chapter, where the defective
4 condition complained of was caused by the conduct of such tenant, his
5 or her family, invitee, or other person acting under his or her
6 control, or where a tenant unreasonably fails to allow the landlord
7 access to the property for purposes of repair. When the duty imposed
8 by subsection (1) of this section is incompatible with and greater
9 than the duty imposed by any other provisions of this section, the
10 landlord's duty shall be determined pursuant to subsection (1) of
11 this section.

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