
SUBSTITUTE HOUSE BILL 1300

State of Washington

67th Legislature

2022 Regular Session

By House Housing, Human Services & Veterans (originally sponsored by Representatives Thai, Chopp, Ramel, Simmons, Fitzgibbon, Peterson, Davis, Macri, Pollet, Slatter, Stonier, and Taylor)

1 AN ACT Relating to documentation and processes governing
2 landlords' claims for damage to residential premises; amending RCW
3 59.18.260, 59.18.280, 59.18.060, 59.18.130, and 59.18.595; reenacting
4 and amending RCW 59.18.030; and creating a new section.

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

6 **Sec. 1.** RCW 59.18.030 and 2021 c 212 s 1 are each reenacted and
7 amended to read as follows:

8 As used in this chapter:

9 (1) "Active duty" means service authorized by the president of
10 the United States, the secretary of defense, or the governor for a
11 period of more than 30 consecutive days.

12 (2) "Certificate of inspection" means an unsworn statement,
13 declaration, verification, or certificate made in accordance with the
14 requirements of chapter 5.50 RCW by a qualified inspector that states
15 that the landlord has not failed to fulfill any substantial
16 obligation imposed under RCW 59.18.060 that endangers or impairs the
17 health or safety of a tenant, including (a) structural members that
18 are of insufficient size or strength to carry imposed loads with
19 safety, (b) exposure of the occupants to the weather, (c) plumbing
20 and sanitation defects that directly expose the occupants to the risk
21 of illness or injury, (d) not providing facilities adequate to supply

1 heat and water and hot water as reasonably required by the tenant,
2 (e) providing heating or ventilation systems that are not functional
3 or are hazardous, (f) defective, hazardous, or missing electrical
4 wiring or electrical service, (g) defective or hazardous exits that
5 increase the risk of injury to occupants, and (h) conditions that
6 increase the risk of fire.

7 (3) "Commercially reasonable manner," with respect to a sale of a
8 deceased tenant's personal property, means a sale where every aspect
9 of the sale, including the method, manner, time, place, and other
10 terms, must be commercially reasonable. If commercially reasonable, a
11 landlord may sell the tenant's property by public or private
12 proceedings, by one or more contracts, as a unit or in parcels, and
13 at any time and place and on any terms.

14 (4) "Comprehensive reusable tenant screening report" means a
15 tenant screening report prepared by a consumer reporting agency at
16 the direction of and paid for by the prospective tenant and made
17 available directly to a prospective landlord at no charge, which
18 contains all of the following: (a) A consumer credit report prepared
19 by a consumer reporting agency within the past 30 days; (b) the
20 prospective tenant's criminal history; (c) the prospective tenant's
21 eviction history; (d) an employment verification; and (e) the
22 prospective tenant's address and rental history.

23 (5) "Criminal history" means a report containing or summarizing
24 (a) the prospective tenant's criminal convictions and pending cases,
25 the final disposition of which antedates the report by no more than
26 seven years, and (b) the results of a sex offender registry and
27 United States department of the treasury's office of foreign assets
28 control search, all based on at least seven years of address history
29 and alias information provided by the prospective tenant or available
30 in the consumer credit report.

31 (6) "Designated person" means a person designated by the tenant
32 under RCW 59.18.590.

33 (7) "Distressed home" has the same meaning as in RCW 61.34.020.

34 (8) "Distressed home conveyance" has the same meaning as in RCW
35 61.34.020.

36 (9) "Distressed home purchaser" has the same meaning as in RCW
37 61.34.020.

38 (10) "Dwelling unit" is a structure or that part of a structure
39 which is used as a home, residence, or sleeping place by one person
40 or by two or more persons maintaining a common household, including

1 but not limited to single-family residences and units of multiplexes,
2 apartment buildings, and mobile homes.

3 (11) "Eviction history" means a report containing or summarizing
4 the contents of any records of unlawful detainer actions concerning
5 the prospective tenant that are reportable in accordance with state
6 law, are lawful for landlords to consider, and are obtained after a
7 search based on at least seven years of address history and alias
8 information provided by the prospective tenant or available in the
9 consumer credit report.

10 (12) "Gang" means a group that: (a) Consists of three or more
11 persons; (b) has identifiable leadership or an identifiable name,
12 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
13 acts in concert mainly for criminal purposes.

14 (13) "Gang-related activity" means any activity that occurs
15 within the gang or advances a gang purpose.

16 (14) "Immediate family" includes state registered domestic
17 partner, spouse, parents, grandparents, children, including foster
18 children, siblings, and in-laws.

19 (15) "In danger of foreclosure" means any of the following:

20 (a) The homeowner has defaulted on the mortgage and, under the
21 terms of the mortgage, the mortgagee has the right to accelerate full
22 payment of the mortgage and repossess, sell, or cause to be sold the
23 property;

24 (b) The homeowner is at least 30 days delinquent on any loan that
25 is secured by the property; or

26 (c) The homeowner has a good faith belief that he or she is
27 likely to default on the mortgage within the upcoming four months due
28 to a lack of funds, and the homeowner has reported this belief to:

29 (i) The mortgagee;

30 (ii) A person licensed or required to be licensed under chapter
31 19.134 RCW;

32 (iii) A person licensed or required to be licensed under chapter
33 19.146 RCW;

34 (iv) A person licensed or required to be licensed under chapter
35 18.85 RCW;

36 (v) An attorney-at-law;

37 (vi) A mortgage counselor or other credit counselor licensed or
38 certified by any federal, state, or local agency; or

39 (vii) Any other party to a distressed property conveyance.

1 (16) "Landlord" means the owner, lessor, or sublessor of the
2 dwelling unit or the property of which it is a part, and in addition
3 means any person designated as representative of the owner, lessor,
4 or sublessor including, but not limited to, an agent, a resident
5 manager, or a designated property manager.

6 (17) "Mortgage" is used in the general sense and includes all
7 instruments, including deeds of trust, that are used to secure an
8 obligation by an interest in real property.

9 (18) "Orders" means written official military orders, or any
10 written notification, certification, or verification from the service
11 member's commanding officer, with respect to the service member's
12 current or future military status.

13 (19) "Owner" means one or more persons, jointly or severally, in
14 whom is vested:

15 (a) All or any part of the legal title to property; or

16 (b) All or part of the beneficial ownership, and a right to
17 present use and enjoyment of the property.

18 (20) "Permanent change of station" means: (a) Transfer to a unit
19 located at another port or duty station; (b) change in a unit's home
20 port or permanent duty station; (c) call to active duty for a period
21 not less than 90 days; (d) separation; or (e) retirement.

22 (21) "Person" means an individual, group of individuals,
23 corporation, government, or governmental agency, business trust,
24 estate, trust, partnership, or association, two or more persons
25 having a joint or common interest, or any other legal or commercial
26 entity.

27 (22) "Premises" means a dwelling unit, appurtenances thereto,
28 grounds, and facilities held out for the use of tenants generally and
29 any other area or facility which is held out for use by the tenant.

30 (23) "Property" or "rental property" means all dwelling units on
31 a contiguous quantity of land managed by the same landlord as a
32 single, rental complex.

33 (24) "Prospective landlord" means a landlord or a person who
34 advertises, solicits, offers, or otherwise holds a dwelling unit out
35 as available for rent.

36 (25) "Prospective tenant" means a tenant or a person who has
37 applied for residential housing that is governed under this chapter.

38 (26) "Qualified inspector" means a United States department of
39 housing and urban development certified inspector; a Washington state
40 licensed home inspector; an American society of home inspectors

1 certified inspector; a private inspector certified by the national
2 association of housing and redevelopment officials, the American
3 association of code enforcement, or other comparable professional
4 association as approved by the local municipality; a municipal code
5 enforcement officer; a Washington licensed structural engineer; or a
6 Washington licensed architect.

7 (27) "Reasonable attorneys' fees," where authorized in this
8 chapter, means an amount to be determined including the following
9 factors: The time and labor required, the novelty and difficulty of
10 the questions involved, the skill requisite to perform the legal
11 service properly, the fee customarily charged in the locality for
12 similar legal services, the amount involved and the results obtained,
13 and the experience, reputation and ability of the lawyer or lawyers
14 performing the services.

15 (28) "Reasonable manner," with respect to disposing of a deceased
16 tenant's personal property, means to dispose of the property by
17 donation to a not-for-profit charitable organization, by removal of
18 the property by a trash hauler or recycler, or by any other method
19 that is reasonable under the circumstances.

20 (29) "Rent" or "rental amount" means recurring and periodic
21 charges identified in the rental agreement for the use and occupancy
22 of the premises, which may include charges for utilities. Except as
23 provided in RCW 59.18.283(3), these terms do not include nonrecurring
24 charges for costs incurred due to late payment, damages, deposits,
25 legal costs, or other fees, including attorneys' fees.

26 (30) "Rental agreement" or "lease" means all agreements which
27 establish or modify the terms, conditions, rules, regulations, or any
28 other provisions concerning the use and occupancy of a dwelling unit.

29 (31) "Service member" means an active member of the United States
30 armed forces, a member of a military reserve component, or a member
31 of the national guard who is either stationed in or a resident of
32 Washington state.

33 (32) A "single-family residence" is a structure maintained and
34 used as a single dwelling unit. Notwithstanding that a dwelling unit
35 shares one or more walls with another dwelling unit, it shall be
36 deemed a single-family residence if it has direct access to a street
37 and shares neither heating facilities nor hot water equipment, nor
38 any other essential facility or service, with any other dwelling
39 unit.

1 (33) "Subsidized housing" refers to rental housing for very low-
2 income or low-income households that is a dwelling unit operated
3 directly by a public housing authority or its affiliate, or that is
4 insured, financed, or assisted in whole or in part through one of the
5 following sources:

6 (a) A federal program or state housing program administered by
7 the department of commerce or the Washington state housing finance
8 commission;

9 (b) A federal housing program administered by a city or county
10 government;

11 (c) An affordable housing levy authorized under RCW 84.52.105; or

12 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
13 any of the surcharges authorized in chapter 43.185C RCW.

14 (34) A "tenant" is any person who is entitled to occupy a
15 dwelling unit primarily for living or dwelling purposes under a
16 rental agreement.

17 (35) "Tenant representative" means:

18 (a) A personal representative of a deceased tenant's estate if
19 known to the landlord;

20 (b) If the landlord has no knowledge that a personal
21 representative has been appointed for the deceased tenant's estate, a
22 person claiming to be a successor of the deceased tenant who has
23 provided the landlord with proof of death and an affidavit made by
24 the person that meets the requirements of RCW 11.62.010(2);

25 (c) In the absence of a personal representative under (a) of this
26 subsection or a person claiming to be a successor under (b) of this
27 subsection, a designated person; or

28 (d) In the absence of a personal representative under (a) of this
29 subsection, a person claiming to be a successor under (b) of this
30 subsection, or a designated person under (c) of this subsection, any
31 person who provides the landlord with reasonable evidence that he or
32 she is a successor of the deceased tenant as defined in RCW
33 11.62.005. The landlord has no obligation to identify all of the
34 deceased tenant's successors.

35 (36) "Tenant screening" means using a consumer report or other
36 information about a prospective tenant in deciding whether to make or
37 accept an offer for residential rental property to or from a
38 prospective tenant.

1 (37) "Tenant screening report" means a consumer report as defined
2 in RCW 19.182.010 and any other information collected by a tenant
3 screening service.

4 (38) "Transitional housing" means housing units owned, operated,
5 or managed by a nonprofit organization or governmental entity in
6 which supportive services are provided to individuals and families
7 that were formerly homeless, with the intent to stabilize them and
8 move them to permanent housing within a period of not more than
9 twenty-four months, or longer if the program is limited to tenants
10 within a specified age range or the program is intended for tenants
11 in need of time to complete and transition from educational or
12 training or service programs.

13 (39) "Wear resulting from ordinary use of the premises" means
14 deterioration that results from the intended use of a dwelling unit,
15 including breakage or malfunction due to age or deteriorated
16 condition. Such wear does not include deterioration that results from
17 negligence, carelessness, accident, or abuse of the premises,
18 fixtures, equipment, appliances, or furnishings by the tenant,
19 immediate family member, occupant, or guest.

20 **Sec. 2.** RCW 59.18.260 and 2011 c 132 s 13 are each amended to
21 read as follows:

22 (1) If any moneys are paid to the landlord by the tenant as a
23 deposit or as security for performance of the tenant's obligations in
24 a lease or rental agreement, the lease or rental agreement shall be
25 in writing and shall include the terms and conditions under which the
26 deposit or portion thereof may be withheld by the landlord upon
27 termination of the lease or rental agreement. If all or part of the
28 deposit may be withheld to indemnify the landlord for damages to the
29 premises for which the tenant is responsible, the rental agreement
30 shall be in writing and shall so specify.

31 (2) No deposit may be collected by a landlord unless the rental
32 agreement is in writing and a written checklist or statement is
33 provided by the landlord to the tenant at the commencement of the
34 tenancy specifically describing the condition and cleanliness of or
35 existing damages to the premises, fixtures, equipment, appliances,
36 and furnishings(~~(7)~~) including, but not limited to(~~(7, walls, floors,~~
37 ~~countertops, carpets, drapes, furniture, and appliances, is provided~~
38 ~~by the landlord to the tenant at the commencement of the tenancy)~~):
39

(a) Walls, including wall paint and wallpaper;

1 (b) Carpets and other flooring;

2 (c) Furniture; and

3 (d) Appliances.

4 (3) The checklist or statement shall be signed and dated by the
5 landlord and the tenant, and the tenant shall be provided with a copy
6 of the signed checklist or statement. The tenant has the right to
7 request one free replacement copy of the written checklist.

8 (4) No such deposit shall be withheld on account of ((normal))
9 wear ((and tear)) resulting from ordinary use of the premises((. The
10 tenant has the right to request one free replacement copy of the
11 written checklist)).

12 (5) If the landlord collects a deposit without providing a
13 written checklist at the commencement of the tenancy, the landlord is
14 liable to the tenant for the amount of the deposit, and the
15 prevailing party may recover court costs and reasonable attorneys'
16 fees. This section does not limit the tenant's right to recover
17 moneys paid as damages or security under RCW 59.18.280.

18 **Sec. 3.** RCW 59.18.280 and 2016 c 66 s 4 are each amended to read
19 as follows:

20 (1) (a) Within ((twenty-one)) 30 days after the termination of the
21 rental agreement and vacation of the premises or, if the tenant
22 abandons the premises as defined in RCW 59.18.310, within ((twenty-
23 one)) 30 days after the landlord learns of the abandonment, the
24 landlord shall give a full and specific statement of the basis for
25 retaining any of the deposit, and any documentation required by (b)
26 of this subsection, together with the payment of any refund due the
27 tenant under the terms and conditions of the rental agreement. ((-a)
28 No portion of any deposit shall be withheld on account of wear
29 resulting from ordinary use of the premises.

30 (b-)) The landlord complies with this ((section)) subsection if
31 ((the required statement or payment, or both,)) these are delivered
32 to the tenant personally or deposited in the United States mail
33 properly addressed to the tenant's last known address with first-
34 class postage prepaid within the ((twenty-one)) 30 days.

35 (b) With the statement required by (a) of this subsection, the
36 landlord shall include copies of estimates received or invoices paid
37 to reasonably substantiate damage charges. Where repairs are
38 performed by the landlord or the landlord's employee, if a deduction
39 is made for materials or supplies, the landlord shall provide a copy

1 of the bill, invoice, or receipt. The landlord may document the cost
2 of materials or supplies already in the landlord's possession or
3 purchased on an ongoing basis by providing a copy of a bill, invoice,
4 receipt, vendor price list, or other vendor document that reasonably
5 documents the cost of the item used in the repair or cleaning of the
6 unit. Where repairs are performed by the landlord or the landlord's
7 employee, the landlord shall include a statement of the time spent
8 performing repairs and the reasonable hourly rate charged.

9 (c) No portion of any deposit may be withheld:

10 (i) For wear resulting from ordinary use of the premises;

11 (ii) For carpet cleaning unless the landlord documents wear to
12 the carpet that is beyond wear resulting from ordinary use of the
13 premises;

14 (iii) For the costs of repair and replacement of fixtures,
15 equipment, appliances, and furnishings if their condition was not
16 reasonably documented in the written checklist required under RCW
17 59.18.260; or

18 (iv) In excess of the cost of repair or replacement of the
19 damaged portion in situations in which the premises, including
20 fixtures, equipment, appliances, and furnishings, are damaged in
21 excess of wear resulting from ordinary use of the premises but the
22 damage does not encompass the item's entirety.

23 (2) If the landlord fails to give (~~such~~) the statement and any
24 documentation required by subsection (1) of this section together
25 with any refund due the tenant within the time limits specified
26 (~~above~~) in subsection (1) of this section he or she shall be liable
27 to the tenant for the full amount of the deposit. The landlord is
28 also barred in any action brought by the tenant to recover the
29 deposit from asserting any claim or raising any defense for retaining
30 any of the deposit unless the landlord shows that circumstances
31 beyond the landlord's control prevented the landlord from providing
32 the statement and any documentation within the (~~twenty-one~~) 30 days
33 or that the tenant abandoned the premises as defined in RCW
34 59.18.310. The court may in its discretion award up to two times the
35 amount of the deposit for the intentional refusal of the landlord to
36 give the statement, documentation, or refund due unless the landlord
37 shows that circumstances beyond the landlord's control prevented the
38 landlord from providing the statement and any such documentation
39 within 30 days or that the tenant abandoned the premises as described
40 in RCW 59.18.310. In any action brought by the tenant to recover the

1 deposit, the prevailing party shall additionally be entitled to the
2 cost of suit or arbitration including a reasonable attorneys' fee.

3 (3) (a) Nothing in this chapter shall preclude the landlord from
4 proceeding against, and the landlord shall have the right to proceed
5 against a tenant to recover sums exceeding the amount of the tenant's
6 damage or security deposit for damage to the property for which the
7 tenant is responsible together with reasonable attorneys' fees.

8 (b) Damages for wear resulting from ordinary use of the premises
9 or not substantiated by documentation may not be charged to the
10 tenant, reported to any consumer reporting agency, tenant screening
11 service, or prospective landlord, or submitted for collection by any
12 third-party agency.

13 (c) Any action taken against a tenant to recover sums exceeding
14 the amount of the deposit shall be commenced within one year of the
15 termination of the rental agreement or the tenant's abandonment of
16 the premises.

17 (4) The requirements with respect to checklists and documentation
18 that are set forth in RCW 59.18.260 and this section do not apply to
19 situations in which part or all of a security deposit is withheld by
20 the landlord for reasons unrelated to damages to the premises,
21 fixtures, equipment, appliances, and furnishings, such as for rent or
22 other charges owing.

23 **Sec. 4.** RCW 59.18.060 and 2013 c 35 s 1 are each amended to read
24 as follows:

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

27 (1) Maintain the premises to substantially comply with any
28 applicable code, statute, ordinance, or regulation governing their
29 maintenance or operation, which the legislative body enacting the
30 applicable code, statute, ordinance or regulation could enforce as to
31 the premises rented if such condition endangers or impairs the health
32 or safety of the tenant;

33 (2) Maintain the structural components including, but not limited
34 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
35 all other structural components, in reasonably good repair so as to
36 be usable;

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

1 (4) Provide a reasonable program for the control of infestation
2 by insects, rodents, and other pests at the initiation of the tenancy
3 and, except in the case of a single-family residence, control
4 infestation during tenancy except where such infestation is caused by
5 the tenant;

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

11 (6) Provide reasonably adequate locks and furnish keys to the
12 tenant;

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

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

18 (9) Maintain the dwelling unit in reasonably weathertight
19 condition;

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

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

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

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

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

1 (iii) Whether the building has a fire alarm system;
2 (iv) Whether the building has a smoking policy, and what that
3 policy is;
4 (v) Whether the building has an emergency notification plan for
5 the occupants and, if so, provide a copy to the occupants;
6 (vi) Whether the building has an emergency relocation plan for
7 the occupants and, if so, provide a copy to the occupants; and
8 (vii) Whether the building has an emergency evacuation plan for
9 the occupants and, if so, provide a copy to the occupants.
10 (b) The information required under this subsection may be
11 provided to a tenant in a multifamily residential building either as
12 a written notice or as a checklist that discloses whether the
13 building has fire safety and protection devices and systems. The
14 checklist shall include a diagram showing the emergency evacuation
15 routes for the occupants.
16 (c) The written notice or checklist must be provided to new
17 tenants at the time the lease or rental agreement is signed;
18 (13) Provide tenants with information provided or approved by the
19 department of health about the health hazards associated with
20 exposure to indoor mold. Information may be provided in written
21 format individually to each tenant, or may be posted in a visible,
22 public location at the dwelling unit property. The information must
23 detail how tenants can control mold growth in their dwelling units to
24 minimize the health risks associated with indoor mold. Landlords may
25 obtain the information from the department's website or, if requested
26 by the landlord, the department must mail the information to the
27 landlord in a printed format. When developing or changing the
28 information, the department of health must include representatives of
29 landlords in the development process. The information must be
30 provided by the landlord to new tenants at the time the lease or
31 rental agreement is signed;
32 (14) The landlord and his or her agents and employees are immune
33 from civil liability for failure to comply with subsection (13) of
34 this section except where the landlord and his or her agents and
35 employees knowingly and intentionally do not comply with subsection
36 (13) of this section; and
37 (15) Designate to the tenant the name and address of the person
38 who is the landlord by a statement on the rental agreement or by a
39 notice conspicuously posted on the premises. The tenant shall be
40 notified immediately of any changes in writing, which must be either

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

25 No duty shall devolve upon the landlord to repair a defective
26 condition under this section, nor shall any defense or remedy be
27 available to the tenant under this chapter, where the defective
28 condition complained of was caused by the conduct of such tenant, his
29 or her family, invitee, or other person acting under his or her
30 control, or where a tenant unreasonably fails to allow the landlord
31 access to the property for purposes of repair. When the duty imposed
32 by subsection (1) of this section is incompatible with and greater
33 than the duty imposed by any other provisions of this section, the
34 landlord's duty shall be determined pursuant to subsection (1) of
35 this section.

36 **Sec. 5.** RCW 59.18.130 and 2011 c 132 s 8 are each amended to
37 read as follows:

38 Each tenant shall pay the rental amount at such times and in such
39 amounts as provided for in the rental agreement or as otherwise

1 provided by law and comply with all obligations imposed upon tenants
2 by applicable provisions of all municipal, county, and state codes,
3 statutes, ordinances, and regulations, and in addition shall:

4 (1) Keep that part of the premises which he or she occupies and
5 uses as clean and sanitary as the conditions of the premises permit;

6 (2) Properly dispose from his or her dwelling unit all rubbish,
7 garbage, and other organic or flammable waste, in a clean and
8 sanitary manner at reasonable and regular intervals, and assume all
9 costs of extermination and fumigation for infestation caused by the
10 tenant;

11 (3) Properly use and operate all electrical, gas, heating,
12 plumbing and other fixtures and appliances supplied by the landlord;

13 (4) Not intentionally or negligently destroy, deface, damage,
14 impair, or remove any part of the structure or dwelling, with the
15 appurtenances thereto, including the facilities, equipment,
16 furniture, furnishings, and appliances, or permit any member of his
17 or her family, invitee, licensee, or any person acting under his or
18 her control to do so. Violations may be prosecuted under chapter
19 9A.48 RCW if the destruction is intentional and malicious;

20 (5) Not permit a nuisance or common waste;

21 (6) Not engage in drug-related activity at the rental premises,
22 or allow a subtenant, sublessee, resident, or anyone else to engage
23 in drug-related activity at the rental premises with the knowledge or
24 consent of the tenant. "Drug-related activity" means that activity
25 which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

26 (7) Maintain the smoke detection device in accordance with the
27 manufacturer's recommendations, including the replacement of
28 batteries where required for the proper operation of the smoke
29 detection device, as required in RCW 43.44.110(3);

30 (8) Not engage in any activity at the rental premises that is:

31 (a) Imminently hazardous to the physical safety of other persons
32 on the premises; and

33 (b) (i) Entails physical assaults upon another person which result
34 in an arrest; or

35 (ii) Entails the unlawful use of a firearm or other deadly weapon
36 as defined in RCW 9A.04.110 which results in an arrest, including
37 threatening another tenant or the landlord with a firearm or other
38 deadly weapon under RCW 59.18.352. Nothing in this subsection (8)
39 shall authorize the termination of tenancy and eviction of the victim

1 of a physical assault or the victim of the use or threatened use of a
2 firearm or other deadly weapon;

3 (9) Not engage in any gang-related activity at the premises, as
4 defined in RCW 59.18.030, or allow another to engage in such activity
5 at the premises, that renders people in at least two or more dwelling
6 units or residences insecure in life or the use of property or that
7 injures or endangers the safety or health of people in at least two
8 or more dwelling units or residences. In determining whether a tenant
9 is engaged in gang-related activity, a court should consider the
10 totality of the circumstances, including factors such as whether
11 there have been a significant number of complaints to the landlord
12 about the tenant's activities at the property, damages done by the
13 tenant to the property, including the property of other tenants or
14 neighbors, harassment or threats made by the tenant to other tenants
15 or neighbors that have been reported to law enforcement agencies, any
16 police incident reports involving the tenant, and the tenant's
17 criminal history; and

18 (10) Upon termination and vacation, restore the premises to their
19 initial condition except for ~~((reasonable))~~ wear ~~((and—tear))~~
20 resulting from ordinary use of the premises or conditions caused by
21 failure of the landlord to comply with his or her obligations under
22 this chapter. The tenant shall not be charged for normal cleaning if
23 he or she has paid a nonrefundable cleaning fee.

24 **Sec. 6.** RCW 59.18.595 and 2015 c 264 s 3 are each amended to
25 read as follows:

26 (1) In the event of the death of a tenant who is the sole
27 occupant of the dwelling unit:

28 (a) The landlord, upon learning of the death of the tenant, shall
29 promptly mail or personally deliver written notice to any known
30 personal representative, known designated person, emergency contact
31 identified by the tenant on the rental application, known person
32 reasonably believed to be a successor of the tenant as defined in RCW
33 11.62.005, and to the deceased tenant at the address of the dwelling
34 unit. If the landlord knows of any address used for the receipt of
35 electronic communications, the landlord shall email the notice to
36 that address as well. The notice must include:

37 (i) The name of the deceased tenant and address of the dwelling
38 unit;

39 (ii) The approximate date of the deceased tenant's death;

1 (iii) The rental amount and date through which rent is paid;
2 (iv) A statement that the tenancy will terminate (~~(fifteen)~~) 15
3 days from the date the notice is mailed or personally delivered or
4 the date through which rent is paid, whichever comes later, unless
5 during that time period a tenant representative makes arrangements
6 with the landlord to pay rent in advance for no more than (~~(sixty)~~)
7 60 days from the date of the tenant's death to allow a tenant
8 representative to arrange for orderly removal of the tenant's
9 property. At the end of the period for which the rent has been paid
10 pursuant to this subsection, the tenancy ends;

11 (v) A statement that failure to remove the tenant's property
12 before the tenancy is terminated or ends as provided in (a)(iv) of
13 this subsection will allow the landlord to enter the dwelling unit
14 and take possession of any property found on the premises, store it
15 in a reasonably secure place, and charge the actual or reasonable
16 costs, whichever is less, of drayage and storage of the property, and
17 after service of a second notice sell or dispose of the property as
18 provided in subsection (3) of this section; and

19 (vi) A copy of any designation executed by the tenant pursuant to
20 RCW 59.18.590;

21 (b) The landlord shall turn over possession of the tenant's
22 property to a tenant representative if a request is made in writing
23 within the specified time period or any subsequent date agreed to by
24 the parties;

25 (c) Within (~~(fourteen days)~~) the same number of days as required
26 under RCW 59.18.280, after the removal of the property by the tenant
27 representative, the landlord shall refund any unearned rent and shall
28 give a full and specific statement of the basis for retaining any
29 deposit together with the payment of any refund due the deceased
30 tenant under the terms and conditions of the rental agreement to the
31 tenant representative; and

32 (d) Any tenant representative who removes property from the
33 tenant's dwelling unit or the premises must, at the time of removal,
34 provide to the landlord an inventory of the removed property and
35 signed acknowledgment that he or she has only been given possession
36 and not ownership of the property.

37 (2) A landlord shall send a second written notice before selling
38 or disposing of a deceased tenant's property.

39 (a) If the tenant representative makes arrangements with the
40 landlord to pay rent in advance as provided in subsection (1)(a)(iv)

1 of this section, the landlord shall mail a second written notice to
2 any known personal representative, known designated person, emergency
3 contact identified by the tenant on the rental application, known
4 person reasonably believed to be a successor of the tenant as defined
5 in RCW 11.62.005, and to the deceased tenant at the dwelling unit.
6 The second notice must include:

7 (i) The name, address, and phone number or other contact
8 information for the tenant representative, if known, who made the
9 arrangements to pay rent in advance;

10 (ii) The amount of rent paid in advance and date through which
11 rent was paid; and

12 (iii) A statement that the landlord may sell or dispose of the
13 property on or after the date through which rent is paid or at least
14 (~~forty-five~~) 45 days after the second notice is mailed, whichever
15 comes later, if a tenant representative does not claim and remove the
16 property in accordance with this subsection.

17 (b) If the landlord places the property in storage pursuant to
18 subsection (1)(a) of this section, the landlord shall mail a second
19 written notice, unless a written notice under (a) of this subsection
20 has already been provided, to any known personal representative,
21 known designated person, emergency contact identified by the tenant
22 on the rental application, known person reasonably believed to be a
23 successor of the tenant as defined in RCW 11.62.005, and to the
24 deceased tenant at the dwelling unit. The second notice must state
25 that the landlord may sell or dispose of the property on or after a
26 specified date that is at least (~~forty-five~~) 45 days after the
27 second notice is mailed if a tenant representative does not claim and
28 remove the property in accordance with this subsection.

29 (c) The landlord shall turn over possession of the tenant's
30 property to a tenant representative if a written request is made
31 within the applicable time periods after the second notice is mailed,
32 provided the tenant representative: (i) Pays the actual or reasonable
33 costs, whichever is less, of drayage and storage of the property, if
34 applicable; and (ii) gives the landlord an inventory of the property
35 and signs an acknowledgment that he or she has only been given
36 possession and not ownership of the property.

37 (d) Within (~~fourteen days~~) the same number of days as required
38 under RCW 59.18.280, after the removal of the property by the tenant
39 representative, the landlord shall refund any unearned rent and shall
40 give a full and specific statement of the basis for retaining any

1 deposit together with the payment of any refund due the deceased
2 tenant under the terms and conditions of the rental agreement to the
3 tenant representative.

4 (3) (a) If a tenant representative has not contacted the landlord
5 or removed the deceased tenant's property within the applicable time
6 periods under this section, the landlord may sell or dispose of the
7 deceased tenant's property, except for personal papers and personal
8 photographs, as provided in this subsection.

9 (i) If the landlord reasonably estimates the fair market value of
10 the stored property to be more than (~~one thousand dollars~~) \$1,000,
11 the landlord shall arrange to sell the property in a commercially
12 reasonable manner and may dispose of any property that remains unsold
13 in a reasonable manner.

14 (ii) If the value of the stored property does not meet the
15 threshold provided in (a) (i) of this subsection, the landlord may
16 dispose of the property in a reasonable manner.

17 (iii) The landlord may apply any income derived from the sale of
18 the property pursuant to this section against any costs of sale and
19 moneys due the landlord, including actual or reasonable costs,
20 whichever is less, of drayage and storage of the deceased tenant's
21 property. Any excess income derived from the sale of such property
22 under this section must be held by the landlord for a period of one
23 year from the date of sale, and if no claim is made for recovery of
24 the excess income before the expiration of that one-year period, the
25 balance must be treated as abandoned property and deposited by the
26 landlord with the department of revenue pursuant to chapter 63.29
27 RCW.

28 (b) Personal papers and personal photographs that are not claimed
29 by a tenant representative within (~~ninety~~) 90 days after a sale or
30 other disposition of the deceased tenant's other property shall be
31 either destroyed or held for the benefit of any successor of the
32 deceased tenant as defined in RCW 11.62.005.

33 (c) No landlord or employee of a landlord, or his or her family
34 members, may acquire, directly or indirectly, the property sold
35 pursuant to (a) (i) of this subsection or disposed of pursuant to
36 (a) (ii) of this subsection.

37 (4) Upon learning of the death of the tenant, the landlord may
38 enter the deceased tenant's dwelling unit and immediately dispose of
39 any perishable food, hazardous materials, and garbage found on the
40 premises and turn over animals to a tenant representative or to an

1 animal control officer, humane society, or other individual or
2 organization willing to care for the animals.

3 (5) Any notices sent by the landlord under this section must
4 include a mailing address, any address used for the receipt of
5 electronic communications, and a telephone number of the landlord.

6 (6) If a landlord knowingly violates this section, the landlord
7 is liable to the deceased tenant's estate for actual damages. The
8 prevailing party in any action pursuant to this subsection may
9 recover costs and reasonable attorneys' fees.

10 (7) A landlord who complies with this section is relieved from
11 any liability relating to the deceased tenant's property.

12 NEW SECTION. **Sec. 7.** By this act, the legislature intends to
13 increase fairness for all.

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