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SENATE BILL 6324

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State of Washington

62nd Legislature

2012 Regular Session

By Senators Fain and Hobbs

1 AN ACT Relating to the obligations of landlords and tenants with  
2 respect to carbon monoxide alarms and the disclosure of certain health-  
3 related information; and amending RCW 59.18.060 and 59.18.130.

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

5 **Sec. 1.** RCW 59.18.060 and 2011 c 132 s 2 are each amended to read  
6 as follows:

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

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

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

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

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

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

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

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

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

18 (9) 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 (10) Provide facilities adequate to supply heat and water and hot  
23 water as reasonably required by the tenant;

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

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

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

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

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

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

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

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

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

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

16 (12) Provide written notice to all tenants stating whether the  
17 dwelling unit is equipped with a carbon monoxide alarm. If the unit is  
18 equipped with a carbon monoxide alarm, the notice must inform the  
19 tenant of the tenant's responsibility to maintain the carbon monoxide  
20 alarm in proper operating condition, including the replacement of  
21 batteries when required;

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

37 (b) Provide tenants with information provided or approved by the  
38 department of health about the health and safety hazards associated

1 with exposure to carbon monoxide. Information may be provided in  
2 written format individually to each tenant at the time the lease or  
3 rental agreement is signed, or may be posted in a visible, public  
4 location at the dwelling unit property. Landlords may obtain the  
5 information from the department's web site or, if requested by the  
6 landlord, the department must mail the information to the landlord in  
7 a printed format.

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

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

1 the party is required to appear must not be less than sixty days from  
2 the date of service of the notice of claim.

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

14 **Sec. 2.** RCW 59.18.130 and 2011 c 132 s 8 are each amended to read  
15 as follows:

16 Each tenant shall pay the rental amount at such times and in such  
17 amounts as provided for in the rental agreement or as otherwise  
18 provided by law and comply with all obligations imposed upon tenants by  
19 applicable provisions of all municipal, county, and state codes,  
20 statutes, ordinances, and regulations, and in addition shall:

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

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

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

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

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

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

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

10 (8) Maintain any carbon monoxide alarm installed in the dwelling  
11 unit in accordance with the manufacturer's recommendations, including  
12 the replacement of batteries when required for the proper operation of  
13 the carbon monoxide alarm;

14 (9) Not engage in any activity at the rental premises that is:

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

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

19 (ii) Entails the unlawful use of a firearm or other deadly weapon  
20 as defined in RCW 9A.04.110 which results in an arrest, including  
21 threatening another tenant or the landlord with a firearm or other  
22 deadly weapon under RCW 59.18.352. Nothing in this subsection ((+8))  
23 (9) shall authorize the termination of tenancy and eviction of the  
24 victim of a physical assault or the victim of the use or threatened use  
25 of a firearm or other deadly weapon;

26 ((+9)) (10) Not engage in any gang-related activity at the  
27 premises, as defined in RCW 59.18.030, or allow another to engage in  
28 such activity at the premises, that renders people in at least two or  
29 more dwelling units or residences insecure in life or the use of  
30 property or that injures or endangers the safety or health of people in  
31 at least two or more dwelling units or residences. In determining  
32 whether a tenant is engaged in gang-related activity, a court should  
33 consider the totality of the circumstances, including factors such as  
34 whether there have been a significant number of complaints to the  
35 landlord about the tenant's activities at the property, damages done by  
36 the tenant to the property, including the property of other tenants or  
37 neighbors, harassment or threats made by the tenant to other tenants or

1 neighbors that have been reported to law enforcement agencies, any  
2 police incident reports involving the tenant, and the tenant's criminal  
3 history; and

4       (~~(+10)~~) (11) Upon termination and vacation, restore the premises  
5 to their initial condition except for reasonable wear and tear or  
6 conditions caused by failure of the landlord to comply with his or her  
7 obligations under this chapter. The tenant shall not be charged for  
8 normal cleaning if he or she has paid a nonrefundable cleaning fee.

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