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ENGROSSED HOUSE BILL 1096

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State of Washington                      52nd Legislature                      1991 Regular Session

By Representatives Winsley, Nelson, Ballard, Wineberry, Mitchell,  
Franklin, Leonard, Ogden, Riley, Roland, Jones and Sheldon.

Read first time January 18, 1991. Referred to Committee on Housing.

1            AN ACT Relating to smoke detection devices; amending RCW 48.48.140,  
2 59.18.060, and 59.18.130; and prescribing penalties.

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

4            **Sec. 1.** RCW 48.48.140 and 1986 c 266 s 89 are each amended to read  
5 as follows:

6            (1) Smoke detection devices shall be installed inside all dwelling  
7 units:

8            (a) Occupied by persons other than the owner on and after December  
9 31, 1981; or

10            (b) Built or manufactured in this state after December 31, 1980.

11            (2) The smoke detection devices shall be designed, manufactured,  
12 and installed inside dwelling units in conformance with:

13            (a) Nationally accepted standards; and

1 (b) As provided by the administrative procedure act, chapter 34.05  
2 RCW, rules and regulations promulgated by the director of community  
3 development, through the director of fire protection.

4 (3) Installation of smoke detection devices shall be the  
5 responsibility of the owner. Maintenance of smoke detection devices,  
6 including the replacement of batteries where required for the proper  
7 operation of the smoke detection device, shall be the responsibility of  
8 the tenant, who shall maintain the device as specified by the  
9 manufacturer. At the time of a vacancy, the owner shall insure that  
10 the smoke detection device is operational prior to the reoccupancy of  
11 the dwelling unit.

12 (4) Any owner or tenant failing to comply with this section shall  
13 be punished by a fine of not more than (~~fifty~~) two hundred dollars.

14 (5) For the purposes of this section:

15 (a) "Dwelling unit" means a single unit providing complete,  
16 independent living facilities for one or more persons including  
17 permanent provisions for living, sleeping, eating, cooking, and  
18 sanitation; and

19 (b) "Smoke detection device" means an assembly incorporating in one  
20 unit a device which detects visible or invisible particles of  
21 combustion, the control equipment, and the alarm-sounding device,  
22 operated from a power supply either in the unit or obtained at the  
23 point of installation.

24 **Sec. 2.** RCW 59.18.060 and 1973 1st ex.s. c 207 s 6 are each  
25 amended to read as follows:

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

28 (1) Maintain the premises to substantially comply with any  
29 applicable code, statute, ordinance, or regulation governing their

1 maintenance or operation, which the legislative body enacting the  
2 applicable code, statute, ordinance or regulation could enforce as to  
3 the premises rented if such condition substantially endangers or  
4 impairs the health or safety of the tenant;

5 (2) Maintain the roofs, floors, walls, chimneys, fireplaces,  
6 foundations, and all other structural components in reasonably good  
7 repair so as to be usable and capable of resisting any and all normal  
8 forces and loads to which they may be subjected;

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

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

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

19 (6) Provide reasonably adequate locks and furnish keys to the  
20 tenant;

21 (7) Maintain all electrical, plumbing, heating, and other  
22 facilities and appliances supplied by him in reasonably good working  
23 order;

24 (8) Maintain the dwelling unit in reasonably weathertight  
25 condition;

26 (9) Except in the case of a single family residence, provide and  
27 maintain appropriate receptacles in common areas for the removal of  
28 ashes, rubbish, and garbage, incidental to the occupancy and arrange  
29 for the reasonable and regular removal of such waste;

1 (10) Except where the building is not equipped for the purpose,  
2 provide facilities adequate to supply heat and water and hot water as  
3 reasonably required by the tenant;

4 (11) Provide a written notice to the tenant that the dwelling unit  
5 is equipped with a smoke detection device as required in RCW 48.48.140.  
6 The notice shall inform the tenant of the tenant's responsibility to  
7 maintain the smoke detection device in proper operating condition and  
8 of penalties for failure to comply with the provisions of RCW  
9 48.48.140(3). The notice must be signed by the landlord or the  
10 landlord's authorized agent and tenant with copies provided to both  
11 parties.

12 (12) Designate to the tenant the name and address of the person who  
13 is the landlord by a statement on the rental agreement or by a notice  
14 conspicuously posted on the premises. The tenant shall be notified  
15 immediately of any changes by certified mail or by an updated posting.  
16 If the person designated in this section does not reside in the state  
17 where the premises are located, there shall also be designated a person  
18 who resides in the county who is authorized to act as an agent for the  
19 purposes of service of notices and process, and if no designation is  
20 made of a person to act as agent, then the person to whom rental  
21 payments are to be made shall be considered such agent.

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

1 any other provisions of this section, the landlord's duty shall be  
2 determined pursuant to subsection (1) of this section.

3 **Sec. 3.** RCW 59.18.130 and 1988 c 150 s 2 are each amended to read  
4 as follows:

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

10 (1) Keep that part of the premises which he occupies and uses as  
11 clean and sanitary as the conditions of the premises permit;

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

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

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

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

26 (6) Not engage in drug-related activity at the rental premises, or  
27 allow a subtenant, sublessee, resident, or anyone else to engage in  
28 drug-related activity at the rental premises with the knowledge or  
29 consent of the tenant. "Drug-related activity" means that activity

1 which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;  
2 ((and))

3 (7) Maintain the smoke detection device in accordance with the  
4 manufacturer's recommendations, including the replacement of batteries  
5 where required for the proper operation of the smoke detection device,  
6 as required in RCW 48.48.140(3); and

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