
HOUSE BILL 1223

State of Washington

55th Legislature

1997 Regular Session

By Representatives Carrell, Zellinsky, Talcott, Hickel, Thompson and Conway

Read first time 01/17/97. Referred to Committee on Law & Justice.

1 AN ACT Relating to landlord-tenant relations; amending RCW
2 59.18.130 and 59.18.180; and adding a new section to chapter 59.18 RCW.

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

4 **Sec. 1.** RCW 59.18.130 and 1992 c 38 s 2 are each amended to read
5 as follows:

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

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

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

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

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

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

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

14 (7) Maintain the smoke detection device in accordance with the
15 manufacturer's recommendations, including the replacement of batteries
16 where required for the proper operation of the smoke detection device,
17 as required in RCW 48.48.140(3);

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

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

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

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

30 (9) Not engage in an activity at the rental premises that is
31 considered a public nuisance to the neighborhood, or allow anyone else
32 to engage in an activity at the rental premises, with the knowledge or
33 consent of the tenant, that is considered a public nuisance to the
34 neighborhood. "Public nuisance" has the same meaning as defined in RCW
35 9.66.010; and

36 (10) Upon termination and vacation, restore the premises to their
37 initial condition except for reasonable wear and tear or conditions
38 caused by failure of the landlord to comply with his or her obligations

1 under this chapter: PROVIDED, That the tenant shall not be charged for
2 normal cleaning if he or she has paid a nonrefundable cleaning fee.

3 **Sec. 2.** RCW 59.18.180 and 1992 c 38 s 3 are each amended to read
4 as follows:

5 (1) If the tenant fails to comply with any portion of RCW 59.18.130
6 or 59.18.140, and such noncompliance can substantially affect the
7 health and safety of the tenant or other tenants, or substantially
8 increase the hazards of fire or accident that can be remedied by
9 repair, replacement of a damaged item, or cleaning, the tenant shall
10 comply within thirty days after written notice by the landlord
11 specifying the noncompliance, or, in the case of emergency as promptly
12 as conditions require. If the tenant fails to remedy the noncompliance
13 within that period the landlord may enter the dwelling unit and cause
14 the work to be done and submit an itemized bill of the actual and
15 reasonable cost of repair, to be payable on the next date when periodic
16 rent is due, or on terms mutually agreed to by the landlord and tenant,
17 or immediately if the rental agreement has terminated. Any substantial
18 noncompliance by the tenant of RCW 59.18.130 or 59.18.140 shall
19 constitute a ground for commencing an action in unlawful detainer in
20 accordance with the provisions of chapter 59.12 RCW, and a landlord may
21 commence such action at any time after written notice pursuant to such
22 chapter. The tenant shall have a defense to an unlawful detainer
23 action filed solely on this ground if it is determined at the hearing
24 authorized under the provisions of chapter 59.12 RCW that the tenant is
25 in substantial compliance with the provisions of this section, or if
26 the tenant remedies the noncomplying condition within the thirty day
27 period provided for above or any shorter period determined at the
28 hearing to have been required because of an emergency: PROVIDED, That
29 if the defective condition is remedied after the commencement of an
30 unlawful detainer action, the tenant may be liable to the landlord for
31 statutory costs and reasonable attorney's fees.

32 (2) If drug-related activity is alleged to be a basis for
33 termination of tenancy under RCW 59.18.130(6), 59.12.030(5), or
34 59.20.140(5), the compliance provisions of this section do not apply
35 and the landlord may proceed directly to an unlawful detainer action.

36 (3) If activity on the premises that creates an imminent hazard to
37 the physical safety of other persons on the premises as defined in RCW
38 59.18.130(8) is alleged to be the basis for termination of the tenancy,

1 and the tenant is arrested as a result of this activity, then the
2 compliance provisions of this section do not apply and the landlord may
3 proceed directly to an unlawful detainer action against the tenant who
4 was arrested for this activity.

5 (4) If activity on the premises that creates a public nuisance to
6 the neighborhood as prohibited under RCW 59.18.130(9) is alleged to be
7 the basis for termination of the tenancy, then the compliance
8 provisions of this section do not apply and the landlord may proceed
9 directly to an unlawful detainer action.

10 (5) A landlord may not be held liable in any cause of action for
11 bringing an unlawful detainer action against a tenant for drug-related
12 activity ~~((or))~~, for creating an imminent hazard to the physical safety
13 of others, or for creating a public nuisance to the neighborhood under
14 this section((7)); if the unlawful detainer action was brought in good
15 faith. Nothing in this section shall affect a landlord's liability
16 under RCW 59.18.380 to pay all damages sustained by the tenant should
17 the writ of restitution be wrongfully sued out.

18 NEW SECTION. Sec. 3. A new section is added to chapter 59.18 RCW
19 to read as follows:

20 (1) A person may petition the appropriate district or superior
21 court to have a tenant's tenancy terminated and removed from a premise
22 if the:

23 (a) Tenant fails to comply with RCW 59.18.130(9), and the
24 noncompliance can substantially affect the safety of the neighborhood;
25 or

26 (b) Landlord fails to either evict the tenant causing the public
27 nuisance or notify the tenant to comply with RCW 59.18.130(9).

28 (2) A person may not be held liable in any cause of action for
29 bringing an eviction action against a tenant for noncompliance with RCW
30 59.18.130(9), if the eviction action was brought in good faith.

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