
HOUSE BILL 2696

State of Washington

56th Legislature

2000 Regular Session

By Representatives Bush, Veloria, Van Luven, McIntire, McDonald and Sullivan

Read first time . Referred to Committee on .

1 AN ACT Relating to residential landlord-tenant relationships; and
2 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 1991 c 154 s 2 are each amended to read
5 as follows:

6 The landlord will at all times during the tenancy keep the premises
7 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 substantially endangers or
13 impairs the health or safety of the tenant;

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

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

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

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

9 (6) Provide reasonably adequate locks and furnish keys to the
10 tenant;

11 (7) Maintain all electrical, plumbing, heating, and other
12 facilities and appliances supplied by him in reasonably good working
13 order;

14 (8) Maintain the dwelling unit in reasonably weathertight
15 condition;

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

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

23 (11) Provide a written notice to the tenant that the dwelling unit
24 is equipped with a smoke detection device as required in RCW 48.48.140.
25 The notice shall inform the tenant of the tenant's responsibility to
26 maintain the smoke detection device in proper operating condition and
27 of penalties for failure to comply with the provisions of RCW
28 48.48.140(3). The notice must be signed by the landlord or the
29 landlord's authorized agent and tenant with copies provided to both
30 parties.

31 (12)(a) Designate to the tenant the name and address of the
32 property owner, or the property owner's agent, or the person who is the
33 landlord by a statement on the rental agreement or by a notice
34 conspicuously posted on the premises. The tenant shall be notified
35 immediately of any changes by certified mail or by an updated posting.
36 If the person designated in this section does not reside in the state
37 where the premises are located, there shall also be designated a person
38 who resides in the county who is authorized to act as an agent for the
39 purposes of service of notices and process, and if no designation is

1 made of a person to act as agent, then the person to whom rental
2 payments are to be made shall be considered such agent. As used in
3 this subsection, "address" means the physical location where the
4 property owner, or the property owner's agent, or the landlord resides.
5 "Address" does not include a post office box.

6 (b) Any person who violates this subsection is liable to the tenant
7 for an amount not to exceed five hundred dollars. The prevailing party
8 may also recover court costs, but not attorneys' fees.

9 (c) A tenant may terminate a rental agreement for a violation of
10 this subsection and is discharged from payment of rent for the period
11 remaining on the rental agreement, and is entitled to a pro rata refund
12 of any prepaid rent, and shall receive a full and specific statement of
13 the basis for retaining any of the deposit together with any refund due
14 in accordance with RCW 59.18.280.

15 No duty shall devolve upon the landlord to repair a defective
16 condition under this section, nor shall any defense or remedy be
17 available to the tenant under this chapter, where the defective
18 condition complained of was caused by the conduct of such tenant, his
19 family, invitee, or other person acting under his control, or where a
20 tenant unreasonably fails to allow the landlord access to the property
21 for purposes of repair. When the duty imposed by subsection (1) of
22 this section is incompatible with and greater than the duty imposed by
23 any other provisions of this section, the landlord's duty shall be
24 determined pursuant to subsection (1) of this section.

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