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ENGROSSED SUBSTITUTE SENATE BILL 5921

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State of Washington

56th Legislature

1999 Regular Session

By Senate Committee on Judiciary (originally sponsored by Senator Kohl-Welles)

Read first time 03/03/99.

1 AN ACT Relating to the disclosure of fire protection and building  
2 safety information; and 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)(a) Provide a written notice to all tenants disclosing fire  
24 safety and protection information. The landlord or his or her  
25 authorized agent must provide a written notice to the tenant that the  
26 dwelling unit is equipped with a smoke detection device as required in  
27 RCW 48.48.140. The notice shall inform the tenant of the tenant's  
28 responsibility to maintain the smoke detection device in proper  
29 operating condition and of penalties for failure to comply with the  
30 provisions of RCW 48.48.140(3). The notice must be signed by the  
31 landlord or the landlord's authorized agent and tenant with copies  
32 provided to both parties. Further, except with respect to a single-  
33 family residence, the written notice must also disclose the following:

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

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

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

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

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

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

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

7 (b) The written notice must be provided to new tenants at the time  
8 the lease or rental agreement is signed, and must be provided to  
9 current tenants as soon as possible, but not later than January 1,  
10 2001; and

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

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

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