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SENATE BILL 5921

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State of Washington

56th Legislature

1999 Regular Session

By Senator Kohl-Welles

Read first time 02/16/1999. Referred to Committee on Judiciary.

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) 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) Designate to the tenant the name and address of the person who  
32 is the landlord by a statement on the rental agreement or by a notice  
33 conspicuously posted on the premises. The tenant shall be notified  
34 immediately of any changes by certified mail or by an updated posting.  
35 If the person designated in this section does not reside in the state  
36 where the premises are located, there shall also be designated a person  
37 who resides in the county who is authorized to act as an agent for the  
38 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;

3 (13) Except in the case of a single-family residence, provide a  
4 written statement to the tenant disclosing fire protection and building  
5 safety information. The disclosure statement shall provide information  
6 on the following: (a) Fire protection features of the dwelling unit  
7 and premises, such as fire sprinkler systems, smoke detection devices  
8 as provided in subsection (11) of this section, including whether they  
9 are hard-wired or battery operated, other monitoring and detection  
10 systems, fire response plans, areas of refuge, and evacuation  
11 practices; (b) smoking policy; and (c) fire safety characteristics of  
12 the premises. The statement must be signed by the landlord or the  
13 landlord's authorized agent and tenant with copies provided to both  
14 parties.

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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