
HOUSE BILL 1277

State of Washington

57th Legislature

2001 Regular Session

By Representatives Bush, Veloria, Van Luven, Kenney, Kirby, Mulliken and Dunshee

Read first time 01/22/2001. Referred to Committee on Local Government & Housing.

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

3 (b) In instances where a tenant is unable to ascertain the physical
4 location of the landlord by statement or posting, and service of a
5 legal document is deemed necessary, the superior or district court
6 having jurisdiction under RCW 59.18.050 shall approve the service of
7 the legal document by certified mail to the address posted on the
8 property owner's tax statement, or address provided to the tenant for
9 payment of rent.

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

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