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SECOND ENGROSSED SENATE BILL 6001

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State of Washington                      57th Legislature                      2001 Regular Session

By Senators Carlson and Winsley

Read first time 02/13/2001. Referred to Committee on Judiciary.

1            AN ACT Relating to inspections of tenant dwelling units by fire  
2 department officials for fire code violations; and reenacting and  
3 amending RCW 59.18.150.

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

5            **Sec. 1.** RCW 59.18.150 and 1989 c 342 s 7 and 1989 c 12 s 18 are  
6 each reenacted and amended to read as follows:

7            (1) The tenant shall not unreasonably withhold consent to the  
8 landlord to enter into the dwelling unit in order to inspect the  
9 premises, make necessary or agreed repairs, alterations, or  
10 improvements, supply necessary or agreed services, or exhibit the  
11 dwelling unit to prospective or actual purchasers, mortgagees, tenants,  
12 workers, or contractors.

13            (2) Upon written notice of intent to seek a search warrant, when a  
14 tenant or landlord denies a fire official the right to search a  
15 dwelling unit, a fire official may immediately seek and a court of  
16 competent jurisdiction, upon a showing of probable cause specific to  
17 the dwelling unit sought to be searched that criminal fire code  
18 violations exist in the dwelling unit, shall issue a warrant allowing  
19 a search of the dwelling unit.

1 Upon written notice of intent to seek a search warrant, when a  
2 landlord denies a fire official the right to search the common areas of  
3 the rental building other than the dwelling unit, a fire official may  
4 immediately seek and a court of competent jurisdiction, upon a showing  
5 of probable cause specific to the common area sought to be searched  
6 that a criminal fire code violation exists in those areas, shall issue  
7 a warrant allowing a search of the common areas in which the violation  
8 is alleged.

9 The superior court and courts of limited jurisdiction organized  
10 under Titles 3, 35, and 35A RCW have jurisdiction to issue such search  
11 warrants. Evidence obtained pursuant to any such search may be used in  
12 a civil or administrative enforcement action.

13 (3) As used in this section:

14 (a) "Common areas" means a common area or those areas that contain  
15 electrical, plumbing, and mechanical equipment and facilities used for  
16 the operation of the rental building.

17 (b) "Fire official" means any fire official authorized to enforce  
18 the state or local fire code.

19 (4) The landlord may enter the dwelling unit without consent of the  
20 tenant in case of emergency or abandonment.

21 ~~((+3))~~ (5) The landlord shall not abuse the right of access or use  
22 it to harass the tenant. Except in the case of emergency or if it is  
23 impracticable to do so, the landlord shall give the tenant at least two  
24 days' notice of his or her intent to enter and shall enter only at  
25 reasonable times. The tenant shall not unreasonably withhold consent  
26 to the landlord to enter the dwelling unit at a specified time where  
27 the landlord has given at least one day's notice of intent to enter to  
28 exhibit the dwelling unit to prospective or actual purchasers or  
29 tenants. A landlord shall not unreasonably interfere with a tenant's  
30 enjoyment of the rented dwelling unit by excessively exhibiting the  
31 dwelling unit.

32 ~~((+4))~~ (6) The landlord has no other right of access except by  
33 court order, arbitrator or by consent of the tenant.

34 ~~((+5))~~ (7) A landlord or tenant who continues to violate the  
35 rights of the tenant or landlord with respect to the duties imposed on  
36 the other as set forth in this section after being served with one  
37 written notification alleging in good faith violations of this section  
38 listing the date and time of the violation shall be liable for up to  
39 one hundred dollars for each violation after receipt of the notice.

1 The prevailing ((party)) landlord or tenant may recover costs of the  
2 suit or arbitration under this section, and may also recover reasonable  
3 attorneys' fees.

4 (8) Nothing in this section is intended to abrogate or modify in  
5 any way any common law right or privilege.

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