
SENATE BILL 6190

State of Washington

57th Legislature 2001 First Special Session

By Senator McCaslin

Read first time 05/24/2001. Referred to Committee on Judiciary.

1 AN ACT Relating to notice to landlords of tenants' and occupants'
2 status as sex offenders; amending RCW 59.18.030, 59.18.130, 59.18.180,
3 and 59.18.250; and adding new sections to chapter 59.20 RCW.

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

5 **Sec. 1.** RCW 59.18.030 and 1998 c 276 s 1 are each amended to read
6 as follows:

7 As used in this chapter:

8 (1) "Dwelling unit" is a structure or that part of a structure
9 which is used as a home, residence, or sleeping place by one person or
10 by two or more persons maintaining a common household, including but
11 not limited to single family residences and units of multiplexes,
12 apartment buildings, and mobile homes.

13 (2) "Landlord" means the owner, lessor, or sublessor of the
14 dwelling unit or the property of which it is a part, and in addition
15 means any person designated as representative of the landlord.

16 (3) "Person" means an individual, group of individuals,
17 corporation, government, or governmental agency, business trust,
18 estate, trust, partnership, or association, two or more persons having
19 a joint or common interest, or any other legal or commercial entity.

1 (4) "Occupant" means any person, including a live-in care provider,
2 other than a tenant, who occupies a dwelling unit.

3 (5) "Owner" means one or more persons, jointly or severally, in
4 whom is vested:

5 (a) All or any part of the legal title to property; or

6 (b) All or part of the beneficial ownership, and a right to present
7 use and enjoyment of the property.

8 (~~(5)~~) (6) "Premises" means a dwelling unit, appurtenances
9 thereto, grounds, and facilities held out for the use of tenants
10 generally and any other area or facility which is held out for use by
11 the tenant.

12 (~~(6)~~) (7) "Rental agreement" means all agreements which establish
13 or modify the terms, conditions, rules, regulations, or any other
14 provisions concerning the use and occupancy of a dwelling unit.

15 (~~(7)~~) (8) "Risk level III sex offender" means any person required
16 to register under RCW 9A.44.130 and classified by a local law
17 enforcement agency, the indeterminate sentence review board, the
18 department of social and health services, or the department of
19 corrections as an offender whose risk assessments indicate a high risk
20 of reoffense within the community.

21 (9) A "single family residence" is a structure maintained and used
22 as a single dwelling unit. Notwithstanding that a dwelling unit shares
23 one or more walls with another dwelling unit, it shall be deemed a
24 single family residence if it has direct access to a street and shares
25 neither heating facilities nor hot water equipment, nor any other
26 essential facility or service, with any other dwelling unit.

27 (~~(8)~~) (10) A "tenant" is any person who is entitled to occupy a
28 dwelling unit primarily for living or dwelling purposes under a rental
29 agreement.

30 (~~(9)~~) (11) "Reasonable attorney's fees", where authorized in this
31 chapter, means an amount to be determined including the following
32 factors: The time and labor required, the novelty and difficulty of
33 the questions involved, the skill requisite to perform the legal
34 service properly, the fee customarily charged in the locality for
35 similar legal services, the amount involved and the results obtained,
36 and the experience, reputation and ability of the lawyer or lawyers
37 performing the services.

38 (~~(10)~~) (12) "Gang" means a group that: (a) Consists of three or
39 more persons; (b) has identifiable leadership or an identifiable name,

1 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
2 acts in concert mainly for criminal purposes.

3 ~~((11))~~ (13) "Gang-related activity" means any activity that
4 occurs within the gang or advances a gang purpose.

5 **Sec. 2.** RCW 59.18.130 and 1998 c 276 s 2 are each amended to read
6 as follows:

7 Each tenant shall pay the rental amount at such times and in such
8 amounts as provided for in the rental agreement or as otherwise
9 provided by law and comply with all obligations imposed upon tenants by
10 applicable provisions of all municipal, county, and state codes,
11 statutes, ordinances, and regulations, and in addition shall:

12 (1) Keep that part of the premises which he or she occupies and
13 uses as clean and sanitary as the conditions of the premises permit;

14 (2) Properly dispose from his or her dwelling unit all rubbish,
15 garbage, and other organic or flammable waste, in a clean and sanitary
16 manner at reasonable and regular intervals, and assume all costs of
17 extermination and fumigation for infestation caused by the tenant;

18 (3) Properly use and operate all electrical, gas, heating, plumbing
19 and other fixtures and appliances supplied by the landlord;

20 (4) Not intentionally or negligently destroy, deface, damage,
21 impair, or remove any part of the structure or dwelling, with the
22 appurtenances thereto, including the facilities, equipment, furniture,
23 furnishings, and appliances, or permit any member of his or her family,
24 invitee, licensee, or any person acting under his or her control to do
25 so. Violations may be prosecuted under chapter 9A.48 RCW if the
26 destruction is intentional and malicious;

27 (5) Not permit a nuisance or common waste;

28 (6) Not engage in drug-related activity at the rental premises, or
29 allow a subtenant, sublessee, resident, or anyone else to engage in
30 drug-related activity at the rental premises with the knowledge or
31 consent of the tenant. "Drug-related activity" means that activity
32 which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

33 (7) Provide written notice to the landlord, prior to physical
34 occupation of the property, that a tenant or a prospective occupant of
35 the property to be rented is required to register as a sex offender
36 under RCW 9A.44.130 and is classified as a risk level III sex offender.
37 If a tenant or occupant is classified as risk level II and registered
38 as a sex offender under RCW 9A.44.130 after the property has been

1 occupied by the tenant or occupant, or if a level III sex offender
2 moves into the residence or on the rental property as a cotenant or
3 occupant after the original tenant takes occupancy, the tenant must
4 notify the landlord in writing, within twenty-four hours, of the level
5 II sex offender's status and intent to occupy the property.

6 (8) Maintain the smoke detection device in accordance with the
7 manufacturer's recommendations, including the replacement of batteries
8 where required for the proper operation of the smoke detection device,
9 as required in RCW 48.48.140(3);

10 ((+8)) (9) Not engage in any activity at the rental premises that
11 is:

12 (a) Imminently hazardous to the physical safety of other persons on
13 the premises; and

14 (b)(i) Entails physical assaults upon another person which result
15 in an arrest; or

16 (ii) Entails the unlawful use of a firearm or other deadly weapon
17 as defined in RCW 9A.04.110 which results in an arrest, including
18 threatening another tenant or the landlord with a firearm or other
19 deadly weapon under RCW 59.18.352. Nothing in this subsection (8)
20 shall authorize the termination of tenancy and eviction of the victim
21 of a physical assault or the victim of the use or threatened use of a
22 firearm or other deadly weapon;

23 ((+9)) (10) Not engage in any gang-related activity at the
24 premises, as defined in RCW 59.18.030, or allow another to engage in
25 such activity at the premises, that renders people in at least two or
26 more dwelling units or residences insecure in life or the use of
27 property or that injures or endangers the safety or health of people in
28 at least two or more dwelling units or residences. In determining
29 whether a tenant is engaged in gang-related activity, a court should
30 consider the totality of the circumstances, including factors such as
31 whether there have been a significant number of complaints to the
32 landlord about the tenant's activities at the property, damages done by
33 the tenant to the property, including the property of other tenants or
34 neighbors, harassment or threats made by the tenant to other tenants or
35 neighbors that have been reported to law enforcement agencies, any
36 police incident reports involving the tenant, and the tenant's criminal
37 history; and

38 ((+10)) (11) Upon termination and vacation, restore the premises
39 to their initial condition except for reasonable wear and tear or

1 conditions caused by failure of the landlord to comply with his or her
2 obligations under this chapter: PROVIDED, That the tenant shall not be
3 charged for normal cleaning if he or she has paid a nonrefundable
4 cleaning fee.

5 **Sec. 3.** RCW 59.18.180 and 1998 c 276 s 3 are each amended to read
6 as follows:

7 (1) If the tenant fails to comply with any portion of RCW 59.18.130
8 or 59.18.140, and such noncompliance can substantially affect the
9 health and safety of the tenant or other tenants, or substantially
10 increase the hazards of fire or accident that can be remedied by
11 repair, replacement of a damaged item, or cleaning, the tenant shall
12 comply within thirty days after written notice by the landlord
13 specifying the noncompliance, or, in the case of emergency as promptly
14 as conditions require. If the tenant fails to remedy the noncompliance
15 within that period the landlord may enter the dwelling unit and cause
16 the work to be done and submit an itemized bill of the actual and
17 reasonable cost of repair, to be payable on the next date when periodic
18 rent is due, or on terms mutually agreed to by the landlord and tenant,
19 or immediately if the rental agreement has terminated. Any substantial
20 noncompliance by the tenant of RCW 59.18.130 or 59.18.140 shall
21 constitute a ground for commencing an action in unlawful detainer in
22 accordance with the provisions of chapter 59.12 RCW, and a landlord may
23 commence such action at any time after written notice pursuant to such
24 chapter. The tenant shall have a defense to an unlawful detainer
25 action filed solely on this ground if it is determined at the hearing
26 authorized under the provisions of chapter 59.12 RCW that the tenant is
27 in substantial compliance with the provisions of this section, or if
28 the tenant remedies the noncomplying condition within the thirty day
29 period provided for above or any shorter period determined at the
30 hearing to have been required because of an emergency: PROVIDED, That
31 if the defective condition is remedied after the commencement of an
32 unlawful detainer action, the tenant may be liable to the landlord for
33 statutory costs and reasonable attorney's fees.

34 (2) If drug-related activity is alleged to be a basis for
35 termination of tenancy under RCW 59.18.130(6), 59.12.030(5), or
36 59.20.140(5), the compliance provisions of this section do not apply
37 and the landlord may proceed directly to an unlawful detainer action.

1 (3) If failure to notify the landlord that the tenant or an
2 occupant is required to be registered as a sex offender under RCW
3 9A.44.130 and is classified as a risk level III sex offender is alleged
4 to be a basis for termination of tenancy under RCW 59.18.130(8), the
5 compliance provisions of this section do not apply and the landlord may
6 proceed directly to an unlawful detainer action in accordance with
7 chapter 59.12 RCW.

8 (4) If activity on the premises that creates an imminent hazard to
9 the physical safety of other persons on the premises as defined in RCW
10 59.18.130(~~(+8)~~) (9) is alleged to be the basis for termination of the
11 tenancy, and the tenant is arrested as a result of this activity, then
12 the compliance provisions of this section do not apply and the landlord
13 may proceed directly to an unlawful detainer action against the tenant
14 who was arrested for this activity.

15 (~~(+4)~~) (5) If gang-related activity, as prohibited under RCW
16 59.18.130(~~(+9)~~) (10), is alleged to be the basis for termination of
17 the tenancy, then the compliance provisions of this section do not
18 apply and the landlord may proceed directly to an unlawful detainer
19 action in accordance with chapter 59.12 RCW, and a landlord may
20 commence such an action at any time after written notice under chapter
21 59.12 RCW.

22 (~~(+5)~~) (6) A landlord may not be held liable in any cause of
23 action for bringing an unlawful detainer action against a tenant for
24 drug-related activity, for failure to notify in the rental agreement of
25 the tenant's or occupant's requirement to register as a sex offender
26 under RCW 9A.44.130 and the tenant's or occupant's classification as a
27 risk level III sex offender, for creating an imminent hazard to the
28 physical safety of others, or for engaging in gang-related activity
29 that renders people in at least two or more dwelling units or
30 residences insecure in life or the use of property or that injures or
31 endangers the safety or health of people in at least two or more
32 dwelling units or residences under this section, if the unlawful
33 detainer action was brought in good faith. Nothing in this section
34 shall affect a landlord's liability under RCW 59.18.380 to pay all
35 damages sustained by the tenant should the writ of restitution be
36 wrongfully sued out.

37 **Sec. 4.** RCW 59.18.250 and 1983 c 264 s 10 are each amended to read
38 as follows:

1 Initiation by the landlord of any action listed in RCW 59.18.240
2 within ninety days after a good faith and lawful act by the tenant as
3 enumerated in RCW 59.18.240, or within ninety days after any inspection
4 or proceeding of a governmental agency resulting from such act, shall
5 create a rebuttable presumption affecting the burden of proof, that the
6 action is a reprisal or retaliatory action against the tenant:
7 PROVIDED, That if at the time the landlord gives notice of termination
8 of tenancy pursuant to chapter 59.12 RCW the tenant is in arrears in
9 rent or in breach of any other lease or rental obligation, there is a
10 rebuttable presumption affecting the burden of proof that the
11 landlord's action is neither a reprisal nor retaliatory action against
12 the tenant: PROVIDED FURTHER, That if, at the time the landlord gives
13 notice of termination of tenancy pursuant to chapter 59.12 RCW, the
14 tenant failed to notify the landlord that the tenant or an occupant is
15 required to register as a sex offender under RCW 9A.44.130 and that the
16 tenant or occupant is classified as a risk level III sex offender, it
17 is a rebuttable presumption affecting the burden of proof that the
18 landlord's action is neither a reprisal nor retaliatory action against
19 the tenant: PROVIDED FURTHER, That if the court finds that the tenant
20 made a complaint or report to a governmental authority within ninety
21 days after notice of a proposed increase in rent or other action in
22 good faith by the landlord, there is a rebuttable presumption that the
23 complaint or report was not made in good faith: PROVIDED FURTHER, That
24 no presumption against the landlord shall arise under this section,
25 with respect to an increase in rent, if the landlord, in a notice to
26 the tenant of increase in rent, specifies reasonable grounds for said
27 increase, which grounds may include a substantial increase in market
28 value due to remedial action under this chapter: PROVIDED FURTHER,
29 That the presumption of retaliation, with respect to an eviction, may
30 be rebutted by evidence that it is not practical to make necessary
31 repairs while the tenant remains in occupancy. In any action or
32 eviction proceeding where the tenant prevails upon his claim or defense
33 that the landlord has violated this section, the tenant shall be
34 entitled to recover his costs of suit or arbitration, including a
35 reasonable attorney's fee, and where the landlord prevails upon his
36 claim he shall be entitled to recover his costs of suit or arbitration,
37 including a reasonable attorney's fee: PROVIDED FURTHER, That neither
38 party may recover attorney's fees to the extent that their legal
39 services are provided at no cost to them.

1 NEW SECTION. **Sec. 5.** A new section is added to chapter 59.20 RCW
2 to read as follows:

3 A person seeking to rent or occupy a dwelling must provide written
4 notice to the landlord, prior to physical occupation of the property,
5 that a tenant or a prospective occupant of the property to be rented is
6 required to register as a sex offender under RCW 9A.44.130 and is
7 classified as a risk level III sex offender. If a tenant or occupant
8 is classified as risk level II and registered as a sex offender under
9 RCW 9A.44.130 after the property has been occupied by the tenant or
10 occupant, or if a level III sex offender moves into the residence or on
11 the rental property as a cotenant or occupant after the original tenant
12 takes occupancy, the tenant must notify the landlord in writing, within
13 twenty-four hours, of the level II sex offender's status and intent to
14 occupy the property.

15 NEW SECTION. **Sec. 6.** A new section is added to chapter 59.20 RCW
16 to read as follows:

17 The requirement that any tenant or occupant register as a sex
18 offender under RCW 9A.44.130 is grounds for eviction under this
19 section.

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