

1 **HB 1645 - H AMD 0130 WITHDRAWN 3-15-03**

2 By Representative Cairnes

3 On page 6, after line 13, insert the following:

4 "Sec. 7. RCW 59.18.130 and 1998 c 276 s 2 are each amended to  
5 read as follows:

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

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

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

23 (4) Not intentionally or negligently destroy, deface, damage,  
24 impair, or remove any part of the structure or dwelling, with the  
25 appurtenances thereto, including the facilities, equipment,  
26 furniture, furnishings, and appliances, or permit any member of his  
27 or her family, invitee, licensee, or any person acting under his or  
28 her control to do so. Violations may be prosecuted under chapter  
29 9A.48 RCW if the destruction is intentional and malicious;

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

31 (6) Not engage in drug-related activity at the rental premises,  
32 or allow a subtenant, sublessee, resident, or anyone else to engage  
33 in drug-related activity at the rental premises with the knowledge

1 or consent of the tenant. "Drug-related activity" means that  
2 activity which constitutes a violation of chapter 69.41, 69.50, or  
3 69.52 RCW;

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

8 (8) Not engage in any activity at the rental premises that is:

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

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

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

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

36 (10) Not engage in any act of domestic violence as defined in  
37 RCW 26.50.010 against another tenant or household member of the  
38 same rental dwelling unit that results in an arrest. This

1 subsection does not authorize the termination of tenancy and  
2 eviction of the victim of an act of domestic violence; and

3 (11) Upon termination and vacation, restore the premises to  
4 their initial condition except for reasonable wear and tear or  
5 conditions caused by failure of the landlord to comply with his or  
6 her obligations under this chapter: PROVIDED, That the tenant  
7 shall not be charged for normal cleaning if he or she has paid a  
8 nonrefundable cleaning fee.

9 **Sec. 8.** RCW 59.18.180 and 1998 c 276 s 3 are each amended to  
10 read as follows:

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

1 tenant may be liable to the landlord for statutory costs and  
2 reasonable attorney's fees.

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

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

15 (4) If gang-related activity, as prohibited under RCW  
16 59.18.130(9), is alleged to be the basis for termination of the  
17 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  
21 chapter 59.12 RCW.

22 (5) If an act of domestic violence against another tenant or  
23 household member is alleged to be the basis for termination of  
24 tenancy under RCW 59.18.130(10), and if the tenant is arrested for  
25 the act of domestic violence and the victim of the domestic  
26 violence agrees to the eviction, the compliance provisions of this  
27 section do not apply and the landlord may proceed directly to an  
28 unlawful detainer action to evict the tenant arrested for the act  
29 of domestic violence.

30 (6) A landlord may not be held liable in any cause of action  
31 for bringing an unlawful detainer action against a tenant for drug-  
32 related activity, for creating an imminent hazard to the physical  
33 safety of others, for committing an act of domestic violence, or  
34 for engaging in gang-related activity that renders people in at  
35 least two or more dwelling units or residences insecure in life or  
36 the use of property or that injures or endangers the safety or  
37 health of people in at least two or more dwelling units or  
38 residences under this section, if the unlawful detainer action was  
39 brought in good faith. Nothing in this section shall affect a

1 landlord's liability under RCW 59.18.380 to pay all damages  
2 sustained by the tenant should the writ of restitution be  
3 wrongfully sued out."

4 Renumber the remaining sections consecutively, correct internal  
5 references accordingly, and correct the title.

**EFFECT:** Allows a landlord to evict a tenant who engages in an act of domestic violence against another tenant or household member if the tenant was arrested for the act and the victim agrees to the eviction. Provides that this ability to evict the perpetrator of an act of domestic violence does not authorize the termination of the victim's tenancy.