

SSB 5798 - S AMD 698
By Senator Benton

1 Strike everything after the enacting clause and insert the
2 following:

3 "NEW SECTION. **Sec. 1.** The legislature finds that residents of the
4 state face preventable exposures to mold in their homes, apartments,
5 and schools. Exposure to mold, and the toxins they produce, have been
6 found to have adverse health effects, including loss of memory and
7 impairment of the ability to think coherently and function in a job,
8 and may cause fatigue, nausea, and headaches.

9 As steps can be taken by landlords and tenants to minimize exposure
10 to indoor mold, and as the reduction of exposure to mold in buildings
11 could reduce the rising number of mold-related claims submitted to
12 insurance companies and increase the availability of coverage, the
13 legislature supports providing tenants and landlords with information
14 designed to minimize the public's exposure to mold.

15 **Sec. 2.** RCW 59.18.060 and 2002 c 259 s 1 are each amended to read
16 as follows:

17 The landlord will at all times during the tenancy keep the premises
18 fit for human habitation, and shall in particular:

19 (1) Maintain the premises to substantially comply with any
20 applicable code, statute, ordinance, or regulation governing their
21 maintenance or operation, which the legislative body enacting the
22 applicable code, statute, ordinance or regulation could enforce as to
23 the premises rented if such condition substantially endangers or
24 impairs the health or safety of the tenant;

25 (2) Maintain the roofs, floors, walls, chimneys, fireplaces,
26 foundations, and all other structural components in reasonably good
27 repair so as to be usable and capable of resisting any and all normal
28 forces and loads to which they may be subjected;

1 (3) Keep any shared or common areas reasonably clean, sanitary, and
2 safe from defects increasing the hazards of fire or accident;

3 (4) Provide a reasonable program for the control of infestation by
4 insects, rodents, and other pests at the initiation of the tenancy and,
5 except in the case of a single family residence, control infestation
6 during tenancy except where such infestation is caused by the tenant;

7 (5) Except where the condition is attributable to normal wear and
8 tear, make repairs and arrangements necessary to put and keep the
9 premises in as good condition as it by law or rental agreement should
10 have been, at the commencement of the tenancy;

11 (6) Provide reasonably adequate locks and furnish keys to the
12 tenant;

13 (7) Maintain all electrical, plumbing, heating, and other
14 facilities and appliances supplied by him in reasonably good working
15 order;

16 (8) Maintain the dwelling unit in reasonably weathertight
17 condition;

18 (9) Except in the case of a single family residence, provide and
19 maintain appropriate receptacles in common areas for the removal of
20 ashes, rubbish, and garbage, incidental to the occupancy and arrange
21 for the reasonable and regular removal of such waste;

22 (10) Except where the building is not equipped for the purpose,
23 provide facilities adequate to supply heat and water and hot water as
24 reasonably required by the tenant;

25 (11)(a) Provide a written notice to all tenants disclosing fire
26 safety and protection information. The landlord or his or her
27 authorized agent must provide a written notice to the tenant that the
28 dwelling unit is equipped with a smoke detection device as required in
29 RCW 48.48.140. The notice shall inform the tenant of the tenant's
30 responsibility to maintain the smoke detection device in proper
31 operating condition and of penalties for failure to comply with the
32 provisions of RCW 48.48.140(3). The notice must be signed by the
33 landlord or the landlord's authorized agent and tenant with copies
34 provided to both parties. Further, except with respect to a single-
35 family residence, the written notice must also disclose the following:

36 (i) Whether the smoke detection device is hard-wired or battery
37 operated;

1 (ii) Whether the building has a fire sprinkler system;
2 (iii) Whether the building has a fire alarm system;
3 (iv) Whether the building has a smoking policy, and what that
4 policy is;
5 (v) Whether the building has an emergency notification plan for the
6 occupants and, if so, provide a copy to the occupants;
7 (vi) Whether the building has an emergency relocation plan for the
8 occupants and, if so, provide a copy to the occupants; and
9 (vii) Whether the building has an emergency evacuation plan for the
10 occupants and, if so, provide a copy to the occupants.
11 (b) The information required under this subsection may be provided
12 to a tenant in a multifamily residential building either as a written
13 notice or as a checklist that discloses whether the building has fire
14 safety and protection devices and systems. The checklist shall include
15 a diagram showing the emergency evacuation routes for the occupants.
16 (c) The written notice or checklist must be provided to new tenants
17 at the time the lease or rental agreement is signed, and must be
18 provided to current tenants as soon as possible, but not later than
19 January 1, 2004; (~~and~~)
20 (12) Provide tenants with information or pamphlets provided by the
21 department of health about the health hazards associated with exposure
22 to indoor mold. The information must detail how tenants can control
23 mold growth in their dwelling units to minimize the health risks
24 associated with indoor mold. The information must be provided to new
25 tenants at the time the lease or rental agreement is signed, and must
26 be provided to current tenants no later than January 1, 2005;
27 (13) The landlord and his or her agents and employees are immune
28 from civil liability for failure to comply with subsection (12) of this
29 section except where the landlord and his or her agents and employees
30 knowingly and intentionally do not comply with subsection (12) of this
31 section; and
32 (14) Designate to the tenant the name and address of the person who
33 is the landlord by a statement on the rental agreement or by a notice
34 conspicuously posted on the premises. The tenant shall be notified
35 immediately of any changes by certified mail or by an updated posting.
36 If the person designated in this section does not reside in the state
37 where the premises are located, there shall also be designated a person

1 who resides in the county who is authorized to act as an agent for the
2 purposes of service of notices and process, and if no designation is
3 made of a person to act as agent, then the person to whom rental
4 payments are to be made shall be considered such agent;

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

SSB 5798 - S AMD **698**
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15 On page 1, line 2 of the title, after "units;" strike the remainder
16 of the title and insert "amending RCW 59.18.060; and creating a new
17 section."

EFFECT: Changes the date in a 2003 bill.

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