
HOUSE BILL 2144

State of Washington

58th Legislature

2003 Regular Session

By Representatives Schindler, Darneille, Boldt, Campbell, Dickerson, Hankins, Skinner, Wood, Benson, Crouse, Pearson, Santos and Edwards

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1 AN ACT Relating to allowing eviction of a tenant who engages in
2 acts of domestic violence; and amending RCW 59.18.130 and 59.18.180.

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

4 **Sec. 1.** RCW 59.18.130 and 1998 c 276 s 2 are each amended to read
5 as follows:

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

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

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

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

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

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

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

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

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

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

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

23 (ii) Entails the unlawful use of a firearm or other deadly weapon
24 as defined in RCW 9A.04.110 which results in an arrest, including
25 threatening another tenant or the landlord with a firearm or other
26 deadly weapon under RCW 59.18.352. Nothing in this subsection (8)
27 shall authorize the termination of tenancy and eviction of the victim
28 of a physical assault or the victim of the use or threatened use of a
29 firearm or other deadly weapon;

30 (9) Not engage in any gang-related activity at the premises, as
31 defined in RCW 59.18.030, or allow another to engage in such activity
32 at the premises, that renders people in at least two or more dwelling
33 units or residences insecure in life or the use of property or that
34 injures or endangers the safety or health of people in at least two or
35 more dwelling units or residences. In determining whether a tenant is
36 engaged in gang-related activity, a court should consider the totality
37 of the circumstances, including factors such as whether there have been
38 a significant number of complaints to the landlord about the tenant's

1 activities at the property, damages done by the tenant to the property,
2 including the property of other tenants or neighbors, harassment or
3 threats made by the tenant to other tenants or neighbors that have been
4 reported to law enforcement agencies, any police incident reports
5 involving the tenant, and the tenant's criminal history; (~~and~~)

6 (10) Not engage in any act of domestic violence as defined in RCW
7 26.50.010 against another tenant of the same rental dwelling unit that
8 results in an arrest. This subsection does not authorize the
9 termination of tenancy and eviction of the victim of an act of domestic
10 violence; and

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

16 **Sec. 2.** RCW 59.18.180 and 1998 c 276 s 3 are each amended to read
17 as follows:

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

1 in substantial compliance with the provisions of this section, or if
2 the tenant remedies the noncomplying condition within the thirty day
3 period provided for above or any shorter period determined at the
4 hearing to have been required because of an emergency: PROVIDED, That
5 if the defective condition is remedied after the commencement of an
6 unlawful detainer action, the tenant may be liable to the landlord for
7 statutory costs and reasonable attorney's fees.

8 (2) If drug-related activity is alleged to be a basis for
9 termination of tenancy under RCW 59.18.130(6), 59.12.030(5), or
10 59.20.140(5), the compliance provisions of this section do not apply
11 and the landlord may proceed directly to an unlawful detainer action.

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

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

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

32 (6) A landlord may not be held liable in any cause of action for
33 bringing an unlawful detainer action against a tenant for drug-related
34 activity, for creating an imminent hazard to the physical safety of
35 others, for committing an act of domestic violence, or for engaging in
36 gang-related activity that renders people in at least two or more
37 dwelling units or residences insecure in life or the use of property or
38 that injures or endangers the safety or health of people in at least

1 two or more dwelling units or residences under this section, if the
2 unlawful detainer action was brought in good faith. Nothing in this
3 section shall affect a landlord's liability under RCW 59.18.380 to pay
4 all damages sustained by the tenant should the writ of restitution be
5 wrongfully sued out.

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