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ENGROSSED SENATE BILL 5049

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State of Washington                      59th Legislature                      2005 Regular Session

By        Senators Kohl-Welles, Benton, Fairley, Esser, Thibaudeau,  
Prentice, McAuliffe, Kline and Rockefeller

Read first time 01/12/2005.        Referred to Committee on Financial  
Institutions, Housing & Consumer Protection.

1            AN ACT Relating to disclosing information about mold in residential  
2 dwelling units; amending RCW 59.18.060; and creating a new section.

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

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

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

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

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

3 (1) Maintain the premises to substantially comply with any  
4 applicable code, statute, ordinance, or regulation governing their  
5 maintenance or operation, which the legislative body enacting the  
6 applicable code, statute, ordinance or regulation could enforce as to  
7 the premises rented if such condition substantially endangers or  
8 impairs the health or safety of the tenant;

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

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

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

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

23 (6) Provide reasonably adequate locks and furnish keys to the  
24 tenant;

25 (7) Maintain all electrical, plumbing, heating, and other  
26 facilities and appliances supplied by him in reasonably good working  
27 order;

28 (8) Maintain the dwelling unit in reasonably weathertight  
29 condition;

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

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

37 (11)(a) Provide a written notice to all tenants disclosing fire  
38 safety and protection information. The landlord or his or her

1 authorized agent must provide a written notice to the tenant that the  
2 dwelling unit is equipped with a smoke detection device as required in  
3 RCW 48.48.140. The notice shall inform the tenant of the tenant's  
4 responsibility to maintain the smoke detection device in proper  
5 operating condition and of penalties for failure to comply with the  
6 provisions of RCW 48.48.140(3). The notice must be signed by the  
7 landlord or the landlord's authorized agent and tenant with copies  
8 provided to both parties. Further, except with respect to a single-  
9 family residence, the written notice must also disclose the following:

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

12 (ii) Whether the building has a fire sprinkler system;

13 (iii) Whether the building has a fire alarm system;

14 (iv) Whether the building has a smoking policy, and what that  
15 policy is;

16 (v) Whether the building has an emergency notification plan for the  
17 occupants and, if so, provide a copy to the occupants;

18 (vi) Whether the building has an emergency relocation plan for the  
19 occupants and, if so, provide a copy to the occupants; and

20 (vii) Whether the building has an emergency evacuation plan for the  
21 occupants and, if so, provide a copy to the occupants.

22 (b) The information required under this subsection may be provided  
23 to a tenant in a multifamily residential building either as a written  
24 notice or as a checklist that discloses whether the building has fire  
25 safety and protection devices and systems. The checklist shall include  
26 a diagram showing the emergency evacuation routes for the occupants.

27 (c) The written notice or checklist must be provided to new tenants  
28 at the time the lease or rental agreement is signed, and must be  
29 provided to current tenants as soon as possible, but not later than  
30 January 1, 2004; (~~and~~)

31 (12) Provide tenants with information provided or approved by the  
32 department of health about the health hazards associated with exposure  
33 to indoor mold. The information must detail how tenants can control  
34 mold growth in their dwelling units to minimize the health risks  
35 associated with indoor mold. Landlords may obtain the information from  
36 the department's web site or, if requested by the landlord, the  
37 department must mail the information to the landlord in a printed  
38 format. When developing or changing the information, the department of

1 health must include representatives of landlords in the development  
2 process. The information must be provided by the landlord to new  
3 tenants at the time the lease or rental agreement is signed, and must  
4 be provided to current tenants no later than January 1, 2006;

5 (13) The landlord and his or her agents and employees are immune  
6 from civil liability for failure to comply with subsection (12) of this  
7 section except where the landlord and his or her agents and employees  
8 knowingly and intentionally do not comply with subsection (12) of this  
9 section; and

10 (14) Designate to the tenant the name and address of the person who  
11 is the landlord by a statement on the rental agreement or by a notice  
12 conspicuously posted on the premises. The tenant shall be notified  
13 immediately of any changes by certified mail or by an updated posting.  
14 If the person designated in this section does not reside in the state  
15 where the premises are located, there shall also be designated a person  
16 who resides in the county who is authorized to act as an agent for the  
17 purposes of service of notices and process, and if no designation is  
18 made of a person to act as agent, then the person to whom rental  
19 payments are to be made shall be considered such agent;

20 No duty shall devolve upon the landlord to repair a defective  
21 condition under this section, nor shall any defense or remedy be  
22 available to the tenant under this chapter, where the defective  
23 condition complained of was caused by the conduct of such tenant, his  
24 family, invitee, or other person acting under his control, or where a  
25 tenant unreasonably fails to allow the landlord access to the property  
26 for purposes of repair. When the duty imposed by subsection (1) of  
27 this section is incompatible with and greater than the duty imposed by  
28 any other provisions of this section, the landlord's duty shall be  
29 determined pursuant to subsection (1) of this section.

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