
SUBSTITUTE HOUSE BILL 1266

State of Washington 62nd Legislature 2011 Regular Session

By House Judiciary (originally sponsored by Representatives Pedersen, Rodne, Warnick, Kenney, and Kelley)

READ FIRST TIME 02/08/11.

1 AN ACT Relating to modifying the landlord-tenant act and other
2 related provisions; amending RCW 59.18.060, 3.66.100, 59.18.063,
3 59.18.100, 59.18.110, 59.18.130, 59.18.150, 59.18.180, 59.18.230,
4 59.18.253, 59.18.260, 59.18.270, 59.18.285, 59.18.310, 59.18.312,
5 59.18.380, 59.18.390, and 59.18.410; reenacting and amending RCW
6 59.18.030; adding a new section to chapter 59.18 RCW; and prescribing
7 penalties.

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

9 **Sec. 1.** RCW 59.18.030 and 2010 c 148 s 1 are each reenacted and
10 amended to read as follows:

11 As used in this chapter:

12 (1) "Certificate of inspection" means an unsworn statement,
13 declaration, verification, or certificate made in accordance with the
14 requirements of RCW 9A.72.085 by a qualified inspector that states that
15 the landlord has not failed to fulfill any substantial obligation
16 imposed under RCW 59.18.060 that endangers or impairs the health or
17 safety of a tenant, including (a) structural members that are of
18 insufficient size or strength to carry imposed loads with safety, (b)
19 exposure of the occupants to the weather, (c) plumbing and sanitation

1 defects that directly expose the occupants to the risk of illness or
2 injury, (d) not providing facilities adequate to supply heat and water
3 and hot water as reasonably required by the tenant, (e) providing
4 heating or ventilation systems that are not functional or are
5 hazardous, (f) defective, hazardous, or missing electrical wiring or
6 electrical service, (g) defective or hazardous exits that increase the
7 risk of injury to occupants, and (h) conditions that increase the risk
8 of fire.

9 (2) "Distressed home" has the same meaning as in RCW 61.34.020.

10 (3) "Distressed home conveyance" has the same meaning as in RCW
11 61.34.020.

12 (4) "Distressed home purchaser" has the same meaning as in RCW
13 61.34.020.

14 (5) "Dwelling unit" is a structure or that part of a structure
15 which is used as a home, residence, or sleeping place by one person or
16 by two or more persons maintaining a common household, including but
17 not limited to single family residences and units of multiplexes,
18 apartment buildings, and mobile homes.

19 (6) "Gang" means a group that: (a) Consists of three or more
20 persons; (b) has identifiable leadership or an identifiable name, sign,
21 or symbol; and (c) on an ongoing basis, regularly conspires and acts in
22 concert mainly for criminal purposes.

23 (7) "Gang-related activity" means any activity that occurs within
24 the gang or advances a gang purpose.

25 (8) "In danger of foreclosure" means any of the following:

26 (a) The homeowner has defaulted on the mortgage and, under the
27 terms of the mortgage, the mortgagee has the right to accelerate full
28 payment of the mortgage and repossess, sell, or cause to be sold the
29 property;

30 (b) The homeowner is at least thirty days delinquent on any loan
31 that is secured by the property; or

32 (c) The homeowner has a good faith belief that he or she is likely
33 to default on the mortgage within the upcoming four months due to a
34 lack of funds, and the homeowner has reported this belief to:

35 (i) The mortgagee;

36 (ii) A person licensed or required to be licensed under chapter
37 19.134 RCW;

1 (iii) A person licensed or required to be licensed under chapter
2 19.146 RCW;

3 (iv) A person licensed or required to be licensed under chapter
4 18.85 RCW;

5 (v) An attorney-at-law;

6 (vi) A mortgage counselor or other credit counselor licensed or
7 certified by any federal, state, or local agency; or

8 (vii) Any other party to a distressed property conveyance.

9 (9) "Landlord" means the owner, lessor, or sublessor of the
10 dwelling unit or the property of which it is a part, and in addition
11 means any person designated as representative of the ~~((landlord))~~
12 owner, lessor, or sublessor including, but not limited to, an agent, a
13 resident manager, or a designated property manager.

14 (10) "Mortgage" is used in the general sense and includes all
15 instruments, including deeds of trust, that are used to secure an
16 obligation by an interest in real property.

17 (11) "Owner" means one or more persons, jointly or severally, in
18 whom is vested:

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

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

22 (12) "Person" means an individual, group of individuals,
23 corporation, government, or governmental agency, business trust,
24 estate, trust, partnership, or association, two or more persons having
25 a joint or common interest, or any other legal or commercial entity.

26 (13) "Premises" means a dwelling unit, appurtenances thereto,
27 grounds, and facilities held out for the use of tenants generally and
28 any other area or facility which is held out for use by the tenant.

29 (14) "Property" or "rental property" means all dwelling units on a
30 contiguous quantity of land managed by the same landlord as a single,
31 rental complex.

32 (15) "Qualified inspector" means a United States department of
33 housing and urban development certified inspector; a Washington state
34 licensed home inspector; an American society of home inspectors
35 certified inspector; a private inspector certified by the national
36 association of housing and redevelopment officials, the American
37 association of code enforcement, or other comparable professional

1 association as approved by the local municipality; a municipal code
2 enforcement officer; a Washington licensed structural engineer; or a
3 Washington licensed architect.

4 (16) "Reasonable attorneys' fees", where authorized in this
5 chapter, means an amount to be determined including the following
6 factors: The time and labor required, the novelty and difficulty of
7 the questions involved, the skill requisite to perform the legal
8 service properly, the fee customarily charged in the locality for
9 similar legal services, the amount involved and the results obtained,
10 and the experience, reputation and ability of the lawyer or lawyers
11 performing the services.

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

15 (18) A "single family residence" is a structure maintained and used
16 as a single dwelling unit. Notwithstanding that a dwelling unit shares
17 one or more walls with another dwelling unit, it shall be deemed a
18 single family residence if it has direct access to a street and shares
19 neither heating facilities nor hot water equipment, nor any other
20 essential facility or service, with any other dwelling unit.

21 (19) A "tenant" is any person who is entitled to occupy a dwelling
22 unit primarily for living or dwelling purposes under a rental
23 agreement.

24 **Sec. 2.** RCW 59.18.060 and 2005 c 465 s 2 are each amended to read
25 as follows:

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

28 (1) Maintain the premises to substantially comply with any
29 applicable code, statute, ordinance, or regulation governing their
30 maintenance or operation, which the legislative body enacting the
31 applicable code, statute, ordinance or regulation could enforce as to
32 the premises rented if such condition (~~(substantially)~~) endangers or
33 impairs the health or safety of the tenant;

34 (2) Maintain the structural components including, but not limited
35 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
36 all other structural components, in reasonably good repair so as to be

1 usable (~~and capable of resisting any and all normal forces and loads~~
2 ~~to which they may be subjected~~));

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

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

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

13 (6) Provide reasonably adequate locks and furnish keys to the
14 tenant;

15 (7) Maintain all electrical, plumbing, heating, and other
16 facilities and appliances supplied by him or her in reasonably good
17 working order;

18 (8) Maintain the dwelling unit in reasonably weathertight
19 condition;

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

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

27 (11)(a) Provide a written notice to all tenants disclosing fire
28 safety and protection information. The landlord or his or her
29 authorized agent must provide a written notice to the tenant that the
30 dwelling unit is equipped with a smoke detection device as required in
31 RCW (~~48.48.140~~) 43.44.110. The notice shall inform the tenant of the
32 tenant's responsibility to maintain the smoke detection device in
33 proper operating condition and of penalties for failure to comply with
34 the provisions of RCW (~~48.48.140~~) 43.44.110(3). The notice must be
35 signed by the landlord or the landlord's authorized agent and tenant
36 with copies provided to both parties. Further, except with respect to
37 a single-family residence, the written notice must also disclose the
38 following:

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

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

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

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

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

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

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

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

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

22 (12) Provide tenants with information provided or approved by the
23 department of health about the health hazards associated with exposure
24 to indoor mold. Information may be provided in written format
25 individually to each tenant, or may be posted in a visible, public
26 location at the dwelling unit property. The information must detail
27 how tenants can control mold growth in their dwelling units to minimize
28 the health risks associated with indoor mold. Landlords may obtain the
29 information from the department's web site or, if requested by the
30 landlord, the department must mail the information to the landlord in
31 a printed format. When developing or changing the information, the
32 department of health must include representatives of landlords in the
33 development process. The information must be provided by the landlord
34 to new tenants at the time the lease or rental agreement is signed(~~(,~~
35 ~~and must be provided to current tenants no later than January 1, 2006,~~
36 ~~or must be posted in a visible, public location at the dwelling unit~~
37 ~~property beginning July 24, 2005))~~);

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

6 (14) Designate to the tenant the name and address of the person who
7 is the landlord by a statement on the rental agreement or by a notice
8 conspicuously posted on the premises. The tenant shall be notified
9 immediately of any changes (~~by certified mail or by an updated~~
10 ~~posting~~) in writing, which must be either (a) delivered personally to
11 the tenant or (b) mailed to the tenant and conspicuously posted on the
12 premises. If the person designated in this section does not reside in
13 the state where the premises are located, there shall also be
14 designated a person who resides in the county who is authorized to act
15 as an agent for the purposes of service of notices and process, and if
16 no designation is made of a person to act as agent, then the person to
17 whom rental payments are to be made shall be considered such
18 agent(~~(+)~~). Regardless of such designation, any owner who resides
19 outside the state and who violates a provision of this chapter is
20 deemed to have submitted himself or herself to the jurisdiction of the
21 courts of this state and personal service of any process may be made on
22 the owner outside the state with the same force and effect as personal
23 service within the state. Any summons or process served out of state
24 must contain the same information and be served in the same manner as
25 personal service of summons or process served within the state, except
26 the summons or process must require the party to appear and answer
27 within sixty days after such personal service out of the state. In an
28 action for a violation of this chapter that is filed under chapter
29 12.40 RCW, service of the notice of claim outside the state must
30 contain the same information and be served in the same manner as
31 required under chapter 12.40 RCW, except the date on which the party is
32 required to appear must not be less than sixty days from the date of
33 service of the notice of claim.

34 No duty shall devolve upon the landlord to repair a defective
35 condition under this section, nor shall any defense or remedy be
36 available to the tenant under this chapter, where the defective
37 condition complained of was caused by the conduct of such tenant, his
38 or her family, invitee, or other person acting under his or her

1 control, or where a tenant unreasonably fails to allow the landlord
2 access to the property for purposes of repair. When the duty imposed
3 by subsection (1) of this section is incompatible with and greater than
4 the duty imposed by any other provisions of this section, the
5 landlord's duty shall be determined pursuant to subsection (1) of this
6 section.

7 **Sec. 3.** RCW 3.66.100 and 1998 c 73 s 1 are each amended to read as
8 follows:

9 (1) Every district judge having authority to hear a particular case
10 may issue criminal process in and to any place in the state.

11 (2) Every district judge having authority to hear a particular case
12 may issue civil process, including writs of execution, attachment,
13 garnishment, and replevin, in and to any place as permitted by statute
14 or rule. This statute does not authorize service of process pursuant
15 to RCW 4.28.180 in actions filed pursuant to chapter 12.40 RCW, except
16 in actions brought against an owner under chapter 59.18 RCW, or in
17 civil infraction matters.

18 **Sec. 4.** RCW 59.18.063 and 1997 c 84 s 1 are each amended to read
19 as follows:

20 (1) A landlord shall provide a receipt for any payment made by a
21 tenant in the form of cash.

22 (2) A landlord shall provide, upon the request of a tenant, a
23 written receipt for any payments made by the tenant in a form other
24 than cash.

25 **Sec. 5.** RCW 59.18.100 and 2010 c 8 s 19021 are each amended to
26 read as follows:

27 (1) If, at any time during the tenancy, the landlord fails to carry
28 out any of the duties imposed by RCW 59.18.060, and notice of the
29 defect is given to the landlord pursuant to RCW 59.18.070, the tenant
30 may submit to the landlord or his or her designated agent by
31 (~~certified~~) first-class mail or in person a good faith estimate by
32 the tenant of the cost to perform the repairs necessary to correct the
33 defective condition if the repair is to be done by licensed or
34 registered persons, or if no licensing or registration requirement
35 applies to the type of work to be performed, the cost if the repair is

1 to be done by responsible persons capable of performing such repairs.
2 Such estimate may be submitted to the landlord at the same time as
3 notice is given pursuant to RCW 59.18.070(~~(:—PROVIDED, That)~~). The
4 remedy provided in this section shall not be available for a landlord's
5 failure to carry out the duties in RCW 59.18.060 (9) and (14)(~~(+
6 PROVIDED FURTHER, That)~~). If the tenant utilizes this section for
7 repairs pursuant to RCW 59.18.060(6), the tenant shall promptly provide
8 the landlord with a key to any new or replaced locks. The amount the
9 tenant may deduct from the rent may vary from the estimate, but cannot
10 exceed the (~~(one-month)~~) two-month limit as described in subsection (2)
11 of this section.

12 (2) If the landlord fails to commence remedial action of the
13 defective condition within the applicable time period after receipt of
14 notice and the estimate from the tenant, the tenant may contract with
15 a licensed or registered person, or with a responsible person capable
16 of performing the repair if no license or registration is required, to
17 make the repair(~~(, and)~~). Upon the completion of the repair and an
18 opportunity for inspection by the landlord or his or her designated
19 agent, the tenant may deduct the cost of repair from the rent in an
20 amount not to exceed the sum expressed in dollars representing (~~(one)~~)
21 two month's rental of the tenant's unit per repair(~~(:—PROVIDED,
22 That)~~). When the landlord must commence to remedy the defective
23 condition within ten days as provided in RCW 59.18.070(3), the tenant
24 cannot contract for repairs for ten days after notice or (~~(five)~~) two
25 days after the landlord receives the estimate, whichever is later(~~(+
26 PROVIDED FURTHER, That)~~). The total costs of repairs deducted in any
27 twelve-month period under this subsection shall not exceed the sum
28 expressed in dollars representing two month's rental of the tenant's
29 unit.

30 (3) If the landlord fails to carry out the duties imposed by RCW
31 59.18.060 within the applicable time period, and if the cost of repair
32 does not exceed (~~(one-half)~~) one month's rent, including the cost of
33 materials and labor, which shall be computed at the prevailing rate in
34 the community for the performance of such work, and if repair of the
35 condition need not by law be performed only by licensed or registered
36 persons, and if the tenant has given notice under RCW 59.18.070,
37 although no estimate shall be necessary under this subsection, the
38 tenant may repair the defective condition in a workmanlike manner and

1 upon completion of the repair and an opportunity for inspection, the
2 tenant may deduct the cost of repair from the rent(~~(:—PROVIDED,~~
3 ~~That)~~). Repairs under this subsection are limited to defects within
4 the leased premises(~~(:—PROVIDED FURTHER, That)~~). The cost per repair
5 shall not exceed (~~(one-half)~~) one month's rent of the unit and (~~that~~)
6 the total costs of repairs deducted in any twelve-month period under
7 this subsection shall not exceed one month's rent of the unit.

8 (4) The provisions of this section shall not:

9 (a) Create a relationship of employer and employee between landlord
10 and tenant; or

11 (b) Create liability under the workers' compensation act; or

12 (c) Constitute the tenant as an agent of the landlord for the
13 purposes of RCW 60.04.010 and 60.04.040.

14 (5) Any repair work performed under the provisions of this section
15 shall comply with the requirements imposed by any applicable code,
16 statute, ordinance, or regulation. A landlord whose property is
17 damaged because of repairs performed in a negligent manner may recover
18 the actual damages in an action against the tenant.

19 (6) Nothing in this section shall prevent the tenant from agreeing
20 with the landlord to undertake the repairs himself or herself in return
21 for cash payment or a reasonable reduction in rent(~~(, the agreement~~
22 ~~thereof to be agreed upon between the parties, and)~~). Any such
23 agreement does not alter the landlord's obligations under this chapter.

24 NEW SECTION. **Sec. 6.** A new section is added to chapter 59.18 RCW
25 to read as follows:

26 When there is a written rental agreement for the premises, the
27 landlord shall provide an executed copy to each tenant who signs the
28 rental agreement. The tenant may request one free replacement copy
29 during the tenancy.

30 **Sec. 7.** RCW 59.18.110 and 1973 1st ex.s. c 207 s 11 are each
31 amended to read as follows:

32 (1) If a court or an arbitrator determines that:

33 (a) A landlord has failed to carry out a duty or duties imposed by
34 RCW 59.18.060; and

35 (b) A reasonable time has passed for the landlord to remedy the
36 defective condition following notice to the landlord in accordance with

1 RCW 59.18.070 or such other time as may be allotted by the court or
2 arbitrator; the court or arbitrator may determine the diminution in
3 rental value of the premises due to the defective condition and shall
4 render judgment against the landlord for the rent paid in excess of
5 such diminished rental value from the time of notice of such defect to
6 the time of decision and any costs of repair done pursuant to RCW
7 59.18.100 for which no deduction has been previously made. Such
8 decisions may be enforced as other judgments at law and shall be
9 available to the tenant as a set-off against any existing or subsequent
10 claims of the landlord.

11 The court or arbitrator may also authorize the tenant to make or
12 contract to make further corrective repairs(~~(:—PROVIDED, That)~~) and
13 the tenant may deduct from the rent the cost of such repairs, as long
14 as the court specifies a time period in which the landlord may make
15 such repairs before the tenant may commence or contract for such
16 repairs(~~(:—PROVIDED FURTHER, That such repairs shall not exceed the~~
17 ~~sum expressed in dollars representing one month's rental of the~~
18 ~~tenant's unit in any one calendar year))~~).

19 (2) The tenant shall not be obligated to pay rent in excess of the
20 diminished rental value of the premises until such defect or defects
21 are corrected by the landlord or until the court or arbitrator
22 determines otherwise.

23 **Sec. 8.** RCW 59.18.130 and 1998 c 276 s 2 are each amended to read
24 as follows:

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

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

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

36 (3) Properly use and operate all electrical, gas, heating, plumbing
37 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~~) 43.44.110(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) Upon termination and vacation, restore the premises to their
7 initial condition except for reasonable wear and tear or conditions
8 caused by failure of the landlord to comply with his or her obligations
9 under this chapter(~~(:—PROVIDED, That)~~). The tenant shall not be
10 charged for normal cleaning if he or she has paid a nonrefundable
11 cleaning fee.

12 **Sec. 9.** RCW 59.18.150 and 2010 c 148 s 3 are each amended to read
13 as follows:

14 (1) The tenant shall not unreasonably withhold consent to the
15 landlord to enter into the dwelling unit in order to inspect the
16 premises, make necessary or agreed repairs, alterations, or
17 improvements, supply necessary or agreed services, or exhibit the
18 dwelling unit to prospective or actual purchasers, mortgagees, tenants,
19 workers, or contractors.

20 (2) Upon written notice of intent to seek a search warrant, when a
21 tenant or landlord denies a fire official the right to search a
22 dwelling unit, a fire official may immediately seek a search warrant
23 and, upon a showing of probable cause specific to the dwelling unit
24 sought to be searched that criminal fire code violations exist in the
25 dwelling unit, a court of competent jurisdiction shall issue a warrant
26 allowing a search of the dwelling unit.

27 Upon written notice of intent to seek a search warrant, when a
28 landlord denies a fire official the right to search the common areas of
29 the rental building other than the dwelling unit, a fire official may
30 immediately seek a search warrant and, upon a showing of probable cause
31 specific to the common area sought to be searched that a criminal fire
32 code violation exists in those areas, a court of competent jurisdiction
33 shall issue a warrant allowing a search of the common areas in which
34 the violation is alleged.

35 The superior court and courts of limited jurisdiction organized
36 under Titles 3, 35, and 35A RCW have jurisdiction to issue such search

1 warrants. Evidence obtained pursuant to any such search may be used in
2 a civil or administrative enforcement action.

3 (3) As used in this section:

4 (a) "Common areas" means a common area or those areas that contain
5 electrical, plumbing, and mechanical equipment and facilities used for
6 the operation of the rental building.

7 (b) "Fire official" means any fire official authorized to enforce
8 the state or local fire code.

9 (4)(a) A search warrant may be issued by a judge of a superior
10 court or a court of limited jurisdiction under Titles 3, 35, and 35A
11 RCW to a code enforcement official of the state or of any county, city,
12 or other political subdivision for the purpose of allowing the
13 inspection of any specified dwelling unit and premises to determine the
14 presence of an unsafe building condition or a violation of any building
15 regulation, statute, or ordinance.

16 (b) A search warrant must only be issued upon application of a
17 designated officer or employee of a county or city prosecuting or
18 regulatory authority supported by an affidavit or declaration made
19 under oath or upon sworn testimony before the judge, establishing
20 probable cause that a violation of a state or local law, regulation, or
21 ordinance regarding rental housing exists and endangers the health or
22 safety of the tenant or adjoining neighbors. In addition, the
23 affidavit must contain a statement that consent to inspect has been
24 sought from the owner and the tenant but could not be obtained because
25 the owner or the tenant either refused or failed to respond within five
26 days, or a statement setting forth facts or circumstances reasonably
27 justifying the failure to seek such consent. A landlord may not take
28 or threaten to take reprisals or retaliatory action as defined in RCW
29 59.18.240 against a tenant who gives consent to a code enforcement
30 official of the state or of any county, city, or other political
31 subdivision to inspect his or her dwelling unit to determine the
32 presence of an unsafe building condition or a violation of any building
33 regulation, statute, or ordinance.

34 (c) In determining probable cause, the judge is not limited to
35 evidence of specific knowledge, but may also consider any of the
36 following:

37 (i) The age and general condition of the premises;

38 (ii) Previous violations or hazards found present in the premises;

1 (iii) The type of premises;
2 (iv) The purposes for which the premises are used; or
3 (v) The presence of hazards or violations in and the general
4 condition of premises near the premises sought to be inspected.

5 (d) Before issuing an inspection warrant, the judge shall find that
6 the applicant has: (i) Provided written notice of the date,
7 approximate time, and court in which the applicant will be seeking the
8 warrant to the owner and, if the applicant reasonably believes the
9 dwelling unit or rental property to be inspected is in the lawful
10 possession of a tenant, to the tenant; and (ii) posted a copy of the
11 notice on the exterior of the dwelling unit or rental property to be
12 inspected. The judge shall also allow the owner and any tenant who
13 appears during consideration of the application for the warrant to
14 defend against or in support of the issuance of the warrant.

15 (e) All warrants must include at least the following:

16 (i) The name of the agency and building official requesting the
17 warrant and authorized to conduct an inspection pursuant to the
18 warrant;

19 (ii) A reasonable description of the premises and items to be
20 inspected; and

21 (iii) A brief description of the purposes of the inspection.

22 (f) An inspection warrant is effective for the time specified in
23 the warrant, but not for a period of more than ten days unless it is
24 extended or renewed by the judge who signed and issued the original
25 warrant upon satisfying himself or herself that the extension or
26 renewal is in the public interest. The inspection warrant must be
27 executed and returned to the judge by whom it was issued within the
28 time specified in the warrant or within the extended or renewed time.
29 After the expiration of the time specified in the warrant, the warrant,
30 unless executed, is void.

31 (g) An inspection pursuant to a warrant must not be made:

32 (i) Between 7:00 p.m. of any day and 8:00 a.m. of the succeeding
33 day, on Saturday or Sunday, or on any legal holiday, unless the owner
34 or, if occupied, the tenant specifies a preference for inspection
35 during such hours or on such a day;

36 (ii) Without the presence of an owner or occupant over the age of
37 eighteen years or a person designated by the owner or occupant unless

1 specifically authorized by a judge upon a showing that the authority is
2 reasonably necessary to effectuate the purpose of the search warrant;
3 or

4 (iii) By means of forcible entry, except that a judge may expressly
5 authorize a forcible entry when:

6 (A) Facts are shown that are sufficient to create a reasonable
7 suspicion of a violation of a state or local law or rule relating to
8 municipal or county building, fire, safety, environmental, animal
9 control, land use, plumbing, electrical, health, minimum housing, or
10 zoning standards that, if the violation existed, would be an immediate
11 threat to the health or safety of the tenant; or

12 (B) Facts are shown establishing that reasonable attempts to serve
13 a previous warrant have been unsuccessful.

14 (h) Immediate execution of a warrant is prohibited, except when
15 necessary to prevent loss of life or property.

16 (i) Any person who willfully refuses to permit inspection,
17 obstructs inspection, or aids in the obstruction of an inspection of
18 property authorized by warrant issued pursuant to this section is
19 subject to remedial and punitive sanctions for contempt of court under
20 chapter 7.21 RCW. Such conduct may also be subject to a civil penalty
21 imposed by local ordinance that takes into consideration the facts and
22 circumstances and the severity of the violation.

23 (5) The landlord may enter the dwelling unit without consent of the
24 tenant in case of emergency or abandonment.

25 (6) The landlord shall not abuse the right of access or use it to
26 harass the tenant, and shall provide notice before entry as provided in
27 this subsection. Except in the case of emergency or if it is
28 impracticable to do so, the landlord shall give the tenant at least two
29 days' written notice of his or her intent to enter and shall enter only
30 at reasonable times. The notice must state the exact time and date or
31 dates of entry or specify a period of time during that date or dates in
32 which the entry will occur, in which case the notice must specify the
33 earliest and latest possible times of entry. The notice must also
34 specify the telephone number to which the tenant may communicate any
35 objection or request to reschedule the entry. The tenant shall not
36 unreasonably withhold consent to the landlord to enter the dwelling
37 unit at a specified time where the landlord has given at least one
38 day's notice of intent to enter to exhibit the dwelling unit to

1 prospective or actual purchasers or tenants. A landlord shall not
2 unreasonably interfere with a tenant's enjoyment of the rented dwelling
3 unit by excessively exhibiting the dwelling unit.

4 (7) The landlord has no other right of access except by court
5 order, arbitrator or by consent of the tenant.

6 (8) A landlord or tenant who continues to violate the rights of the
7 tenant or landlord with respect to the duties imposed on the other as
8 set forth in this section after being served with one written
9 notification alleging in good faith violations of this section listing
10 the date and time of the violation shall be liable for up to one
11 hundred dollars for each violation after receipt of the notice. The
12 prevailing landlord or tenant may recover costs of the suit or
13 arbitration under this section, and may also recover reasonable
14 attorneys' fees.

15 (9) Nothing in this section is intended to (a) abrogate or modify
16 in any way any common law right or privilege or (b) affect the common
17 law as it relates to a local municipality's right of entry under
18 emergency or exigent circumstances.

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

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

1 ~~after written notice pursuant to such chapter.~~) The tenant shall have
2 a defense to an unlawful detainer action filed solely on this ground if
3 it is determined at the hearing authorized under the provisions of
4 chapter 59.12 RCW that the tenant is in substantial compliance with the
5 provisions of this section, or if the tenant remedies the noncomplying
6 condition within the thirty day period provided for above or any
7 shorter period determined at the hearing to have been required because
8 of an emergency: PROVIDED, That if the defective condition is remedied
9 after the commencement of an unlawful detainer action, the tenant may
10 be liable to the landlord for statutory costs and reasonable attorneys'
11 fees.

12 (2) Any other substantial noncompliance by the tenant of RCW
13 59.18.130 or 59.18.140 constitutes a ground for commencing an action in
14 unlawful detainer in accordance with chapter 59.12 RCW. A landlord may
15 commence such action at any time after written notice pursuant to
16 chapter 59.12 RCW.

17 (3) If drug-related activity is alleged to be a basis for
18 termination of tenancy under RCW 59.18.130(6), 59.12.030(5), or
19 59.20.140(5), the compliance provisions of this section do not apply
20 and the landlord may proceed directly to an unlawful detainer action.

21 ~~((+3))~~ (4) If criminal activity on the premises ~~((that creates an~~
22 ~~imminent hazard to the physical safety of other persons on the~~
23 ~~premises))~~ as ~~((defined))~~ described in RCW 59.18.130(8) is alleged to
24 be the basis for termination of the tenancy, and the tenant is arrested
25 as a result of this activity, then the compliance provisions of this
26 section do not apply and the landlord may proceed directly to an
27 unlawful detainer action against the tenant who was arrested for this
28 activity.

29 ~~((+4))~~ (5) If gang-related activity, as prohibited under RCW
30 59.18.130(9), is alleged to be the basis for termination of the
31 tenancy, then the compliance provisions of this section do not apply
32 and the landlord may proceed directly to an unlawful detainer action in
33 accordance with chapter 59.12 RCW, and a landlord may commence such an
34 action at any time after written notice under chapter 59.12 RCW.

35 ~~((+5))~~ (6) A landlord may not be held liable in any cause of
36 action for bringing an unlawful detainer action against a tenant for
37 drug-related activity, for creating an imminent hazard to the physical
38 safety of others, or for engaging in gang-related activity that renders

1 people in at least two or more dwelling units or residences insecure in
2 life or the use of property or that injures or endangers the safety or
3 health of people in at least two or more dwelling units or residences
4 under this section, if the unlawful detainer action was brought in good
5 faith. Nothing in this section shall affect a landlord's liability
6 under RCW 59.18.380 to pay all damages sustained by the tenant should
7 the writ of restitution be wrongfully sued out.

8 **Sec. 11.** RCW 59.18.230 and 2010 c 8 s 19024 are each amended to
9 read as follows:

10 (1) Any provision of a lease or other agreement, whether oral or
11 written, whereby any section or subsection of this chapter is waived
12 except as provided in RCW 59.18.360 and shall be deemed against public
13 policy and shall be unenforceable. Such unenforceability shall not
14 affect other provisions of the agreement which can be given effect
15 without them.

16 (2) No rental agreement may provide that the tenant:

17 (a) Agrees to waive or to (~~forego~~) forgo rights or remedies under
18 this chapter; or

19 (b) Authorizes any person to confess judgment on a claim arising
20 out of the rental agreement; or

21 (c) Agrees to pay the landlord's attorneys' fees, except as
22 authorized in this chapter; or

23 (d) Agrees to the exculpation or limitation of any liability of the
24 landlord arising under law or to indemnify the landlord for that
25 liability or the costs connected therewith; or

26 (e) And landlord have agreed to a particular arbitrator at the time
27 the rental agreement is entered into.

28 (3) A provision prohibited by subsection (2) of this section
29 included in a rental agreement is unenforceable. If a landlord
30 deliberately uses a rental agreement containing provisions known by him
31 or her to be prohibited, the tenant may recover actual damages
32 sustained by him or her, statutory damages not to exceed five hundred
33 dollars, costs of suit, and reasonable attorneys' fees.

34 (4) The common law right of the landlord of distress for rent is
35 hereby abolished for property covered by this chapter. Any provision
36 in a rental agreement creating a lien upon the personal property of the
37 tenant or authorizing a distress for rent is null and void and of no

1 force and effect. Any landlord who takes or detains the personal
2 property of a tenant without the specific written consent of the tenant
3 to such incident of taking or detention, and who, after written demand
4 by the tenant for the return of his or her personal property, refuses
5 to return the same promptly shall be liable to the tenant for the value
6 of the property retained, actual damages, and if the refusal is
7 intentional, may also be liable for damages of up to ~~((one))~~ five
8 hundred dollars per day but not to exceed ~~((one))~~ five thousand
9 dollars, for each day or part of a day that the tenant is deprived of
10 his or her property. The prevailing party may recover his or her costs
11 of suit and a reasonable attorneys' fee.

12 In any action, including actions pursuant to chapters 7.64 or 12.28
13 RCW, brought by a tenant or other person to recover possession of his
14 or her personal property taken or detained by a landlord in violation
15 of this section, the court, upon motion and after notice to the
16 opposing parties, may waive or reduce any bond requirements where it
17 appears to be to the satisfaction of the court that the moving party is
18 proceeding in good faith and has, prima facie, a meritorious claim for
19 immediate delivery or redelivery of said property.

20 **Sec. 12.** RCW 59.18.253 and 1991 c 194 s 2 are each amended to read
21 as follows:

22 (1) It shall be unlawful for a landlord to require a fee or deposit
23 from a prospective tenant for the privilege of being placed on a
24 waiting list to be considered as a tenant for a dwelling unit.

25 (2) A landlord who charges a prospective tenant a fee or deposit to
26 hold a dwelling unit or secure that the prospective tenant will move
27 into a dwelling unit, after the dwelling unit has been offered to the
28 prospective tenant, must provide the prospective tenant with a receipt
29 for the fee or deposit, together with a written statement of the
30 conditions, if any, under which the fee or deposit ~~((is refundable))~~
31 may be retained, immediately upon payment of the fee or deposit.

32 (3)(a) If the prospective tenant does occupy the dwelling unit,
33 then the landlord must credit the amount of the fee or deposit to the
34 tenant's first month's rent or to the tenant's security deposit. If
35 the prospective tenant does not occupy the dwelling unit, then the
36 landlord may keep up to the full amount of any fee or deposit that was

1 paid by the prospective tenant to secure the tenancy, so long as it is
2 in accordance with the written statement of conditions furnished to the
3 prospective tenant at the time the fee or deposit was charged.

4 (b) A fee ((charged to secure a tenancy)) or deposit to hold a
5 dwelling unit or secure that the prospective tenant will move into a
6 dwelling unit under this subsection does not include any cost charged
7 by a landlord to use a tenant screening service or obtain background
8 information on a prospective tenant.

9 (c) A portion of the fee or deposit may not be withheld if the
10 dwelling unit fails a tenant-based rental assistance program inspection
11 by a qualified inspector as defined in RCW 59.18.030. If the
12 inspection does not occur within ten days from the date of collection
13 of the fee or deposit or a longer period of time that the landlord and
14 tenant may agree upon, the landlord may notify the tenant that the
15 dwelling unit will no longer be held. The landlord shall promptly
16 return the fee or deposit to the prospective tenant after the landlord
17 is notified that the dwelling unit failed the inspection or the
18 landlord has notified the tenant that the dwelling unit will no longer
19 be held. The landlord complies with this section by promptly
20 depositing the fee or deposit in the United States mail properly
21 addressed with first-class postage prepaid.

22 ((+3)) (4) In any action brought for a violation of this section,
23 a landlord may be liable for the amount of the fee or deposit charged.
24 In addition, any landlord who violates this section may be liable to
25 the prospective tenant for an amount not to exceed ((one hundred
26 dollars)) two times the fee or deposit. The prevailing party may also
27 recover court costs and a reasonable attorneys' fee.

28 **Sec. 13.** RCW 59.18.260 and 1983 c 264 s 6 are each amended to read
29 as follows:

30 If any moneys are paid to the landlord by the tenant as a deposit
31 or as security for performance of the tenant's obligations in a lease
32 or rental agreement, the lease or rental agreement shall be in writing
33 and shall include the terms and conditions under which the deposit or
34 portion thereof may be withheld by the landlord upon termination of the
35 lease or rental agreement. If all or part of the deposit may be
36 withheld to indemnify the landlord for damages to the premises for
37 which the tenant is responsible, the rental agreement shall be in

1 writing and shall so specify. No deposit may be collected by a
2 landlord unless the rental agreement is in writing and a written
3 checklist or statement specifically describing the condition and
4 cleanliness of or existing damages to the premises and furnishings,
5 including, but not limited to, walls, floors, countertops, carpets,
6 drapes, furniture, and appliances, is provided by the landlord to the
7 tenant at the commencement of the tenancy. The checklist or statement
8 shall be signed and dated by the landlord and the tenant, and the
9 tenant shall be provided with a copy of the signed checklist or
10 statement. No such deposit shall be withheld on account of normal wear
11 and tear resulting from ordinary use of the premises. The tenant has
12 the right to request one free replacement copy of the written
13 checklist. If the landlord collects a deposit without providing a
14 written checklist at the commencement of the tenancy, the landlord is
15 liable to the tenant for the amount of the deposit, and the prevailing
16 party may recover court costs and reasonable attorneys' fees. This
17 section does not limit the tenant's right to recover moneys paid as
18 damages or security under RCW 59.18.280.

19 **Sec. 14.** RCW 59.18.270 and 2004 c 136 s 1 are each amended to read
20 as follows:

21 All moneys paid to the landlord by the tenant as a deposit as
22 security for performance of the tenant's obligations in a lease or
23 rental agreement shall promptly be deposited by the landlord in a trust
24 account, maintained by the landlord for the purpose of holding such
25 security deposits for tenants of the landlord, in a financial
26 institution as defined by RCW 30.22.041 or licensed escrow agent
27 located in Washington. Unless otherwise agreed in writing, the
28 landlord shall be entitled to receipt of interest paid on such trust
29 account deposits. The landlord shall provide the tenant with a written
30 receipt for the deposit and shall provide written notice of the name
31 and address and location of the depository and any subsequent change
32 thereof. If during a tenancy the status of landlord is transferred to
33 another, any sums in the deposit trust account affected by such
34 transfer shall simultaneously be transferred to an equivalent trust
35 account of the successor landlord, and the successor landlord shall
36 promptly notify the tenant of the transfer and of the name, address,
37 and location of the new depository. If, during the tenancy, the

1 tenant's dwelling unit is foreclosed upon and the tenant's deposit is
2 not transferred to the successor after the foreclosure sale or other
3 transfer of the property from the foreclosed-upon owner to a successor,
4 the foreclosed-upon owner shall promptly refund the full deposit to the
5 tenant immediately after the foreclosure sale or transfer. If the
6 foreclosed-upon owner does not either immediately refund the full
7 deposit to the tenant or transfer the deposit to the successor, the
8 foreclosed-upon owner is liable to the tenant for damages up to two
9 times the amount of the deposit. In any action brought by the tenant
10 to recover the deposit, the prevailing party is entitled to recover the
11 costs of suit or arbitration, including reasonable attorneys' fees.
12 The tenant's claim to any moneys paid under this section shall be prior
13 to that of any creditor of the landlord, including a trustee in
14 bankruptcy or receiver, even if such moneys are commingled.

15 **Sec. 15.** RCW 59.18.285 and 1983 c 264 s 5 are each amended to read
16 as follows:

17 No moneys paid to the landlord which are nonrefundable may be
18 designated as a deposit or as part of any deposit. If any moneys are
19 paid to the landlord as a nonrefundable fee, the rental agreement shall
20 be in writing and shall clearly specify that the fee is nonrefundable.
21 If the landlord fails to provide a written rental agreement, the
22 landlord is liable to the tenant for the amount of any fees collected
23 as nonrefundable fees. If the written rental agreement fails to
24 specify that the fee is nonrefundable, the fee must be treated as a
25 refundable deposit under RCW 59.18.260, 59.18.270, and 59.18.280.

26 **Sec. 16.** RCW 59.18.310 and 1991 c 220 s 1 are each amended to read
27 as follows:

28 If the tenant defaults in the payment of rent and reasonably
29 indicates by words or actions the intention not to resume tenancy, the
30 tenant shall be liable for the following for such abandonment:
31 PROVIDED, That upon learning of such abandonment of the premises the
32 landlord shall make a reasonable effort to mitigate the damages
33 resulting from such abandonment:

34 (1) When the tenancy is month-to-month, the tenant shall be liable
35 for the rent for the thirty days following either the date the landlord

1 learns of the abandonment, or the date the next regular rental payment
2 would have become due, whichever first occurs.

3 (2) When the tenancy is for a term greater than month-to-month, the
4 tenant shall be liable for the lesser of the following:

5 (a) The entire rent due for the remainder of the term; or

6 (b) All rent accrued during the period reasonably necessary to
7 rerepent the premises at a fair rental, plus the difference between such
8 fair rental and the rent agreed to in the prior agreement, plus actual
9 costs incurred by the landlord in rerepenting the premises together with
10 statutory court costs and reasonable attorneys' fees.

11 In the event of such abandonment of tenancy and an accompanying
12 default in the payment of rent by the tenant, the landlord may
13 immediately enter and take possession of any property of the tenant
14 found on the premises and may store the same in any reasonably secure
15 place. A landlord shall make reasonable efforts to provide the tenant
16 with a notice containing the name and address of the landlord and the
17 place where the property is stored and informing the tenant that a sale
18 or disposition of the property shall take place pursuant to this
19 section, and the date of the sale or disposal, and further informing
20 the tenant of the right under RCW 59.18.230 to have the property
21 returned prior to its sale or disposal. The landlord's efforts at
22 notice under this subsection shall be satisfied by the mailing by
23 first-class mail, postage prepaid, of such notice to the tenant's last
24 known address and to any other address provided in writing by the
25 tenant or actually known to the landlord where the tenant might receive
26 the notice. The landlord shall return the property to the tenant after
27 the tenant has paid the actual or reasonable drayage and storage costs
28 whichever is less if the tenant makes a written request for the return
29 of the property before the landlord has sold or disposed of the
30 property. After forty-five days from the date the notice of such sale
31 or disposal is mailed or personally delivered to the tenant, the
32 landlord may sell or dispose of such property, including personal
33 papers, family pictures, and keepsakes. The landlord may apply any
34 income derived therefrom against moneys due the landlord, including
35 actual or reasonable costs whichever is less of drayage and storage of
36 the property. If the property has a cumulative value of two hundred
37 fifty dollars or less, the landlord may sell or dispose of the property
38 in the manner provided in this section, except for personal papers,

1 family pictures, and keepsakes, after seven days from the date the
2 notice of sale or disposal is mailed or personally delivered to the
3 tenant: PROVIDED, That the landlord shall make reasonable efforts, as
4 defined in this section, to notify the tenant. Any excess income
5 derived from the sale of such property under this section shall be held
6 by the landlord for the benefit of the tenant for a period of one year
7 from the date of sale, and if no claim is made or action commenced by
8 the tenant for the recovery thereof prior to the expiration of that
9 period of time, the balance shall be the property of the landlord,
10 including any interest paid on the income.

11 **Sec. 17.** RCW 59.18.312 and 2008 c 43 s 1 are each amended to read
12 as follows:

13 (1) A landlord shall, upon the execution of a writ of restitution
14 by the sheriff, enter and take possession of any property of the tenant
15 found on the premises. The landlord may store the property in any
16 reasonably secure place, including the premises, and sell or dispose of
17 the property as provided under subsection (3) of this section. The
18 landlord must store the property if the tenant serves a written request
19 to do so on the landlord or the landlord's representative by any of the
20 methods described in RCW 59.18.365 no later than three days after
21 service of the writ. A landlord may elect to store the property
22 without such a request unless the tenant or the tenant's representative
23 objects to the storage of the property. If the tenant or the tenant's
24 representative objects to the storage of the property or the landlord
25 elects not to store the property because the tenant has not served a
26 written request on the landlord to do so, the property shall be
27 deposited upon the nearest public property and may not be stored by the
28 landlord. If the landlord knows that the tenant is a person with a
29 disability as defined in RCW 49.60.040 (as amended by chapter 317, Laws
30 of 2007) and the disability impairs or prevents the tenant or the
31 tenant's representative from making a written request for storage, it
32 must be presumed that the tenant has requested the storage of the
33 property as provided in this section unless the tenant objects in
34 writing.

35 (2) Property stored under this section shall be returned to the
36 tenant after the tenant has paid the actual or reasonable drayage and

1 storage costs, whichever is less, or until it is sold or disposed of by
2 the landlord in accordance with subsection (3) of this section.

3 (3) Prior to the sale of property stored pursuant to this section
4 with a cumulative value of over (~~one~~) two hundred fifty dollars, the
5 landlord shall notify the tenant of the pending sale. After thirty
6 days from the date the notice of the sale is mailed or personally
7 delivered to the tenant's last known address, the landlord may sell the
8 property, including personal papers, family pictures, and keepsakes,
9 and dispose of any property not sold.

10 If the property that is being stored has a cumulative value of
11 (~~one~~) two hundred fifty dollars or less, then the landlord may sell
12 or dispose of the property in the manner provided in this section,
13 except for personal papers, family pictures, and keepsakes. Prior to
14 the sale or disposal of property stored pursuant to this section with
15 a cumulative value of (~~one~~) two hundred fifty dollars or less, the
16 landlord shall notify the tenant of the pending sale or disposal. The
17 notice shall either be mailed to the tenant's last known address or
18 personally delivered to the tenant. After seven days from the date the
19 notice is mailed or delivered to the tenant, the landlord may sell or
20 dispose of the property.

21 The landlord may apply any income derived from the sale of the
22 tenant's property against moneys due the landlord for drayage and
23 storage of the property. The amount of sale proceeds that the landlord
24 may apply towards such costs may not exceed the actual or reasonable
25 costs for drayage and storage of the property, whichever is less. Any
26 excess income derived from the sale of such property shall be held by
27 the landlord for the benefit of the tenant for a period of one year
28 from the date of the sale. If no claim is made or action commenced by
29 the tenant for the recovery of the excess income prior to the
30 expiration of that period of time, then the balance shall be treated as
31 abandoned property and deposited by the landlord with the department of
32 revenue pursuant to chapter 63.29 RCW.

33 (4) Nothing in this section shall be construed as creating a right
34 of distress for rent.

35 (5) When serving a tenant with a writ of restitution pursuant to
36 RCW 59.12.100 and 59.18.410, the sheriff shall provide written notice
37 to the tenant that: (a) Upon execution of the writ, the landlord must
38 store the tenant's property only if the tenant serves a written request

1 on the landlord to do so no later than three days after service of the
2 writ; (b) the notice to the landlord requesting storage may be served
3 by personally delivering or mailing a copy of the request to the
4 landlord at the address identified in, or by facsimile to the facsimile
5 number listed on, the form described under subsection (6) of this
6 section; (c) if the tenant has not made such a written request to the
7 landlord, the landlord may elect to either store the tenant's property
8 or place the tenant's property on the nearest public property unless
9 the tenant objects; (d) if the property is stored, it may not be
10 returned to the tenant unless the tenant pays the actual or reasonable
11 costs of drayage and storage, whichever is less, within thirty days;
12 (e) if the tenant or the tenant's representative objects to storage of
13 the property, it will not be stored but will be placed on the nearest
14 public property; and (f) the landlord may sell or otherwise dispose of
15 the property as provided in subsection (3) of this section if the
16 landlord provides written notice to the tenant first.

17 (6) When serving a tenant with a writ of restitution under
18 subsection (5) of this section, the sheriff shall also serve the tenant
19 with a form provided by the landlord that can be used to request the
20 landlord to store the tenant's property, which must be substantially in
21 the following form:

22 REQUEST FOR STORAGE OF PERSONAL PROPERTY

23
24 Name of Plaintiff

25
26 Name(s) of Tenant(s)

27 I/we hereby request the landlord to store our personal property.
28 I/we understand that I/we am/are responsible for the actual or
29 reasonable costs of moving and storing the property, whichever is less.
30 If I/we fail to pay these costs, the landlord may sell or dispose of
31 the property pursuant to and within the time frame permitted under RCW
32 59.18.312(3).

1 Any notice of sale required under RCW 59.18.312(3) must be sent to
2 the tenants at the following address:

3
4
5

6 IF NO ADDRESS IS PROVIDED, NOTICE OF SALE WILL BE SENT TO THE LAST
7 KNOWN ADDRESS OF THE TENANT(S)

8 Dated:

9

10 Tenant-Print Name

11

12 Tenant-Print Name

13 This notice may be delivered or mailed to the landlord or the
14 landlord's representative at the following address:

15
16
17

18 This notice may also be served by facsimile to the landlord or the
19 landlord's representative at:

20

21 Facsimile Number

22 IMPORTANT
23 IF YOU WANT YOUR LANDLORD TO STORE YOUR PROPERTY, THIS WRITTEN REQUEST
24 MUST BE RECEIVED BY THE LANDLORD NO LATER THAN THREE (3) DAYS AFTER THE
25 SHERIFF SERVES THE WRIT OF RESTITUTION. YOU SHOULD RETAIN PROOF OF
26 SERVICE.

27 **Sec. 18.** RCW 59.18.380 and 2010 c 8 s 19032 are each amended to
28 read as follows:

1 At the time and place fixed for the hearing of plaintiff's motion
2 for a writ of restitution, the defendant, or any person in possession
3 or claiming possession of the property, may answer, orally or in
4 writing, and assert any legal or equitable defense or set-off arising
5 out of the tenancy. If the answer is oral the substance thereof shall
6 be endorsed on the complaint by the court. The court shall examine the
7 parties and witnesses orally to ascertain the merits of the complaint
8 and answer, and if it shall appear that the plaintiff has the right to
9 be restored to possession of the property, the court shall enter an
10 order directing the issuance of a writ of restitution, returnable ten
11 days after its date, restoring to the plaintiff possession of the
12 property and if it shall appear to the court that there is no
13 substantial issue of material fact of the right of the plaintiff to be
14 granted other relief as prayed for in the complaint and provided for in
15 this chapter, the court may enter an order and judgment granting so
16 much of such relief as may be sustained by the proof, and the court may
17 grant such other relief as may be prayed for in the plaintiff's
18 complaint and provided for in this chapter, then the court shall enter
19 an order denying any relief sought by the plaintiff for which the court
20 has determined that the plaintiff has no right as a matter of law:
21 PROVIDED, That within three days after the service of the writ of
22 restitution issued prior to final judgment, the defendant, or person in
23 possession of the property, may, in any action for the recovery of
24 possession of the property for failure to pay rent, stay the execution
25 of the writ pending final judgment by paying into court or to the
26 plaintiff, as the court directs, all rent found to be due (~~and all the~~
27 ~~costs of the action~~), and in addition by paying, on a monthly basis
28 pending final judgment, an amount equal to the monthly rent called for
29 by the lease or rental agreement at the time the complaint was filed:
30 PROVIDED FURTHER, That before any writ shall issue prior to final
31 judgment the plaintiff shall execute to the defendant and file in the
32 court a bond in such sum as the court may order, with sufficient surety
33 to be approved by the clerk, conditioned that the plaintiff will
34 prosecute his or her action without delay, and will pay all costs that
35 may be adjudged to the defendant, and all damages which he or she may
36 sustain by reason of the writ of restitution having been issued, should
37 the same be wrongfully sued out. The court shall also enter an order

1 directing the parties to proceed to trial on the complaint and answer
2 in the usual manner.

3 If it appears to the court that the plaintiff should not be
4 restored to possession of the property, the court shall deny
5 plaintiff's motion for a writ of restitution and enter an order
6 directing the parties to proceed to trial within thirty days on the
7 complaint and answer. If it appears to the court that there is a
8 substantial issue of material fact as to whether or not the plaintiff
9 is entitled to other relief as is prayed for in plaintiff's complaint
10 and provided for in this chapter, or that there is a genuine issue of
11 a material fact pertaining to a legal or equitable defense or set-off
12 raised in the defendant's answer, the court shall grant or deny so much
13 of plaintiff's other relief sought and so much of defendant's defenses
14 or set-off claimed, as may be proper.

15 **Sec. 19.** RCW 59.18.390 and 1997 c 255 s 1 are each amended to read
16 as follows:

17 (1) The sheriff shall, upon receiving the writ of restitution,
18 forthwith serve a copy thereof upon the defendant, his or her agent, or
19 attorney, or a person in possession of the premises, and shall not
20 execute the same for three days thereafter, and the defendant, or
21 person in possession of the premises within three days after the
22 service of the writ of restitution may execute to the plaintiff a bond
23 to be filed with and approved by the clerk of the court in such sum as
24 may be fixed by the judge, with sufficient surety to be approved by the
25 clerk of the court, conditioned that they will pay to the plaintiff
26 such sum as the plaintiff may recover for the use and occupation of the
27 premises, or any rent found due, together with all damages the
28 plaintiff may sustain by reason of the defendant occupying or keeping
29 possession of the premises, together with all damages which the court
30 theretofore has awarded to the plaintiff as provided in this chapter,
31 and also all the costs of the action. If the writ of restitution was
32 issued after alternative service provided for in RCW 59.18.055, the
33 court shall determine the amount of the bond after considering the rent
34 claimed and any other factors the court deems relevant. The plaintiff,
35 his or her agent or attorneys, shall have notice of the time and place
36 where the court or judge thereof shall fix the amount of the
37 defendant's bond, and shall have notice and a reasonable opportunity to

1 examine into the qualification and sufficiency of the sureties upon the
2 bond before the bond shall be approved by the clerk. After the
3 issuance of a writ of restitution, acceptance of a payment by the
4 landlord or plaintiff that only partially satisfies the judgment will
5 not invalidate the writ unless pursuant to a written agreement executed
6 by both parties. The eviction will not be postponed or stopped unless
7 a copy of that written agreement is provided to the sheriff. It is the
8 responsibility of the tenant or defendant to ensure a copy of the
9 agreement is provided to the sheriff. Upon receipt of the agreement
10 the sheriff will cease action unless ordered to do otherwise by the
11 court. The writ of restitution and the notice that accompanies the
12 writ of restitution required under RCW 59.18.312 shall conspicuously
13 state in bold face type, all capitals, not less than twelve points
14 information about partial payments as set forth in subsection (2) of
15 this section. If the writ of restitution has been based upon a finding
16 by the court that the tenant, subtenant, sublessee, or a person
17 residing at the rental premises has engaged in drug-related activity or
18 has allowed any other person to engage in drug-related activity at
19 those premises with his or her knowledge or approval, neither the
20 tenant, the defendant, nor a person in possession of the premises shall
21 be entitled to post a bond in order to retain possession of the
22 premises. The writ may be served by the sheriff, in the event he or
23 she shall be unable to find the defendant, an agent or attorney, or a
24 person in possession of the premises, by affixing a copy of the writ in
25 a conspicuous place upon the premises: PROVIDED, That the sheriff
26 shall not require any bond for the service or execution of the writ.
27 The sheriff shall be immune from all civil liability for serving and
28 enforcing writs of restitution unless the sheriff is grossly negligent
29 in carrying out his or her duty.

30 (2) The notice accompanying a writ of restitution required under
31 RCW 59.18.312 shall be substantially similar to the following:

32 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

33 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**
34 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE OR**
35 **STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR LANDLORD**
36 **THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**
37 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**

1 SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE
2 AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER
3 ACTION.

4 **Sec. 20.** RCW 59.18.410 and 2010 c 8 s 19033 are each amended to
5 read as follows:

6 If upon the trial the verdict of the jury or, if the case be tried
7 without a jury, the finding of the court be in favor of the plaintiff
8 and against the defendant, judgment shall be entered for the
9 restitution of the premises; and if the proceeding be for unlawful
10 detainer after neglect or failure to perform any condition or covenant
11 of a lease or agreement under which the property is held, or after
12 default in the payment of rent, the judgment shall also declare the
13 forfeiture of the lease, agreement, or tenancy. The jury, or the
14 court, if the proceedings be tried without a jury, shall also assess
15 the damages arising out of the tenancy occasioned to the plaintiff by
16 any forcible entry, or by any forcible or unlawful detainer, alleged in
17 the complaint and proved on the trial, and, if the alleged unlawful
18 detainer be after default in the payment of rent, find the amount of
19 any rent due, and the judgment shall be rendered against the defendant
20 guilty of the forcible entry, forcible detainer, or unlawful detainer
21 for the amount of damages thus assessed and for the rent, if any, found
22 due, and the court may award statutory costs and reasonable attorney's
23 fees. When the proceeding is for an unlawful detainer after default in
24 the payment of rent, and the lease or agreement under which the rent is
25 payable has not by its terms expired, execution upon the judgment shall
26 not be issued until the expiration of five days after the entry of the
27 judgment, within which time the tenant or any subtenant, or any
28 mortgagee of the term, or other party interested in the continuance of
29 the tenancy, may pay into court for the landlord the amount of the
30 judgment and costs, and thereupon the judgment shall be satisfied and
31 the tenant restored to his or her tenancy; but if payment, as herein
32 provided, be not made within five days the judgment may be enforced for
33 its full amount and for the possession of the premises. In all other
34 cases the judgment may be enforced immediately. If writ of restitution
35 shall have been executed prior to judgment no further writ or execution
36 for the premises shall be required. This section also applies if the

1 writ of restitution is issued pursuant to a final judgment entered
2 after a show cause hearing conducted in accordance with RCW 59.18.380.

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