
HOUSE BILL 2554

State of Washington 62nd Legislature 2012 Regular Session

By Representatives Rodne, Pedersen, and Jinkins

Read first time 01/17/12. Referred to Committee on Judiciary.

1 AN ACT Relating to the obligations of landlords and tenants with
2 respect to carbon monoxide alarms and the disclosure of certain health-
3 related information; and amending RCW 59.18.060 and 59.18.130.

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

5 **Sec. 1.** RCW 59.18.060 and 2011 c 132 s 2 are each amended to read
6 as follows:

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

9 (1) Maintain the premises to substantially comply with any
10 applicable code, statute, ordinance, or regulation governing their
11 maintenance or operation, which the legislative body enacting the
12 applicable code, statute, ordinance or regulation could enforce as to
13 the premises rented if such condition endangers or impairs the health
14 or safety of the tenant;

15 (2) Maintain the structural components including, but not limited
16 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
17 all other structural components, in reasonably good repair so as to be
18 usable;

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

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

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

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

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

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

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

22 (10) Provide facilities adequate to supply heat and water and hot
23 water as reasonably required by the tenant;

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

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

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

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

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

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

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

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

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

14 (c) The written notice or checklist must be provided to new tenants
15 at the time the lease or rental agreement is signed;

16 (12) Provide written notice to all tenants stating whether the
17 dwelling unit is equipped with a carbon monoxide alarm. If the unit is
18 equipped with a carbon monoxide alarm, the notice must inform the
19 tenant of the tenant's responsibility to maintain the carbon monoxide
20 alarm in proper operating condition, including the replacement of
21 batteries when required;

22 (13)(a) Provide tenants with information provided or approved by
23 the department of health about the health hazards associated with
24 exposure to indoor mold. Information may be provided in written format
25 individually to each tenant at the time the lease or rental agreement
26 is signed, or may be posted in a visible, public location at the
27 dwelling unit property. The information must detail how tenants can
28 control mold growth in their dwelling units to minimize the health
29 risks associated with indoor mold. Landlords may obtain the
30 information from the department's web site or, if requested by the
31 landlord, the department must mail the information to the landlord in
32 a printed format. When developing or changing the information, the
33 department of health must include representatives of landlords in the
34 development process(~~(. The information must be provided by the~~
35 ~~landlord to new tenants at the time the lease or rental agreement is~~
36 ~~signed)); and~~

37 (b) Provide tenants with information provided or approved by the
38 department of health about the health and safety hazards associated

1 with exposure to carbon monoxide. Information may be provided in
2 written format individually to each tenant at the time the lease or
3 rental agreement is signed, or may be posted in a visible, public
4 location at the dwelling unit property. Landlords may obtain the
5 information from the department's web site or, if requested by the
6 landlord, the department must mail the information to the landlord in
7 a printed format.

8 ((+13)) (c) The landlord and his or her agents and employees are
9 immune from civil liability for failure to comply with (a) or (b) of
10 this subsection (~~((12) of this section)~~) except where the landlord and
11 his or her agents and employees knowingly and intentionally do not
12 comply with (a) or (b) of this subsection (~~((12) of this section)~~); and

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

1 the party is required to appear must not be less than sixty days from
2 the date of service of the notice of claim.

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

14 **Sec. 2.** RCW 59.18.130 and 2011 c 132 s 8 are each amended to read
15 as follows:

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

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

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

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

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

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

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

6 (7) Maintain the smoke detection device in accordance with the
7 manufacturer's recommendations, including the replacement of batteries
8 where required for the proper operation of the smoke detection device,
9 as required in RCW 43.44.110(3);

10 (8) Maintain any carbon monoxide alarm installed in the dwelling
11 unit in accordance with the manufacturer's recommendations, including
12 the replacement of batteries when required for the proper operation of
13 the carbon monoxide alarm;

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

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

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

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

26 ((+9)) (10) Not engage in any gang-related activity at the
27 premises, as defined in RCW 59.18.030, or allow another to engage in
28 such activity at the premises, that renders people in at least two or
29 more dwelling units or residences insecure in life or the use of
30 property or that injures or endangers the safety or health of people in
31 at least two or more dwelling units or residences. In determining
32 whether a tenant is engaged in gang-related activity, a court should
33 consider the totality of the circumstances, including factors such as
34 whether there have been a significant number of complaints to the
35 landlord about the tenant's activities at the property, damages done by
36 the tenant to the property, including the property of other tenants or
37 neighbors, harassment or threats made by the tenant to other tenants or

1 neighbors that have been reported to law enforcement agencies, any
2 police incident reports involving the tenant, and the tenant's criminal
3 history; and

4 (~~(+10)~~) (11) Upon termination and vacation, restore the premises
5 to their initial condition except for reasonable wear and tear or
6 conditions caused by failure of the landlord to comply with his or her
7 obligations under this chapter. The tenant shall not be charged for
8 normal cleaning if he or she has paid a nonrefundable cleaning fee.

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