

SSB 5538 - H COMM AMD  
By Committee on Judiciary

ADOPTED AND ENGROSSED 4/13/2015

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

3 "Sec. 1. RCW 59.18.030 and 2012 c 41 s 2 are each reenacted and  
4 amended to read as follows:

5 As used in this chapter:

6 (1) "Certificate of inspection" means an unsworn statement,  
7 declaration, verification, or certificate made in accordance with the  
8 requirements of RCW 9A.72.085 by a qualified inspector that states  
9 that the landlord has not failed to fulfill any substantial  
10 obligation imposed under RCW 59.18.060 that endangers or impairs the  
11 health or safety of a tenant, including (a) structural members that  
12 are of insufficient size or strength to carry imposed loads with  
13 safety, (b) exposure of the occupants to the weather, (c) plumbing  
14 and sanitation defects that directly expose the occupants to the risk  
15 of illness or injury, (d) not providing facilities adequate to supply  
16 heat and water and hot water as reasonably required by the tenant,  
17 (e) providing heating or ventilation systems that are not functional  
18 or are hazardous, (f) defective, hazardous, or missing electrical  
19 wiring or electrical service, (g) defective or hazardous exits that  
20 increase the risk of injury to occupants, and (h) conditions that  
21 increase the risk of fire.

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

23 (3) "Distressed home conveyance" has the same meaning as in RCW  
24 61.34.020.

25 (4) "Distressed home purchaser" has the same meaning as in RCW  
26 61.34.020.

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

32 (6) "Gang" means a group that: (a) Consists of three or more  
33 persons; (b) has identifiable leadership or an identifiable name,

1 sign, or symbol; and (c) on an ongoing basis, regularly conspires and  
2 acts in concert mainly for criminal purposes.

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

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

6 (a) The homeowner has defaulted on the mortgage and, under the  
7 terms of the mortgage, the mortgagee has the right to accelerate full  
8 payment of the mortgage and repossess, sell, or cause to be sold the  
9 property;

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

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

15 (i) The mortgagee;

16 (ii) A person licensed or required to be licensed under chapter  
17 19.134 RCW;

18 (iii) A person licensed or required to be licensed under chapter  
19 19.146 RCW;

20 (iv) A person licensed or required to be licensed under chapter  
21 18.85 RCW;

22 (v) An attorney-at-law;

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

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

26 (9) "Landlord" means the owner, lessor, or sublessor of the  
27 dwelling unit or the property of which it is a part, and in addition  
28 means any person designated as representative of the owner, lessor,  
29 or sublessor including, but not limited to, an agent, a resident  
30 manager, or a designated property manager.

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

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

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

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

39 (12) "Person" means an individual, group of individuals,  
40 corporation, government, or governmental agency, business trust,

1 estate, trust, partnership, or association, two or more persons  
2 having a joint or common interest, or any other legal or commercial  
3 entity.

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

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

10 (15) "Prospective landlord" means a landlord or a person who  
11 advertises, solicits, offers, or otherwise holds a dwelling unit out  
12 as available for rent.

13 (16) "Prospective tenant" means a tenant or a person who has  
14 applied for residential housing that is governed under this chapter.

15 (17) "Qualified inspector" means a United States department of  
16 housing and urban development certified inspector; a Washington state  
17 licensed home inspector; an American society of home inspectors  
18 certified inspector; a private inspector certified by the national  
19 association of housing and redevelopment officials, the American  
20 association of code enforcement, or other comparable professional  
21 association as approved by the local municipality; a municipal code  
22 enforcement officer; a Washington licensed structural engineer; or a  
23 Washington licensed architect.

24 (18) "Reasonable attorneys' fees," where authorized in this  
25 chapter, means an amount to be determined including the following  
26 factors: The time and labor required, the novelty and difficulty of  
27 the questions involved, the skill requisite to perform the legal  
28 service properly, the fee customarily charged in the locality for  
29 similar legal services, the amount involved and the results obtained,  
30 and the experience, reputation and ability of the lawyer or lawyers  
31 performing the services.

32 (19) "Rental agreement" means all agreements which establish or  
33 modify the terms, conditions, rules, regulations, or any other  
34 provisions concerning the use and occupancy of a dwelling unit.

35 (20) A "single-family residence" is a structure maintained and  
36 used as a single dwelling unit. Notwithstanding that a dwelling unit  
37 shares one or more walls with another dwelling unit, it shall be  
38 deemed a single-family residence if it has direct access to a street  
39 and shares neither heating facilities nor hot water equipment, nor

1 any other essential facility or service, with any other dwelling  
2 unit.

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

6 (22) "Tenant screening" means using a consumer report or other  
7 information about a prospective tenant in deciding whether to make or  
8 accept an offer for residential rental property to or from a  
9 prospective tenant.

10 (23) "Tenant screening report" means a consumer report as defined  
11 in RCW 19.182.010 and any other information collected by a tenant  
12 screening service.

13 (24) "Commercially reasonable manner," with respect to a sale of  
14 a deceased tenant's personal property, means a sale where every  
15 aspect of the sale, including the method, manner, time, place, and  
16 other terms, must be commercially reasonable. If commercially  
17 reasonable, a landlord may sell the tenant's property by public or  
18 private proceedings, by one or more contracts, as a unit or in  
19 parcels, and at any time and place and on any terms.

20 (25) "Designated person" means a person designated by the tenant  
21 under section 2 of this act.

22 (26) "Reasonable manner," with respect to disposing of a deceased  
23 tenant's personal property, means to dispose of the property by  
24 donation to a not-for-profit charitable organization, by removal of  
25 the property by a trash hauler or recycler, or by any other method  
26 that is reasonable under the circumstances.

27 (27) "Tenant representative" means:

28 (a) A personal representative of a deceased tenant's estate if  
29 known to the landlord;

30 (b) If the landlord has no knowledge that a personal  
31 representative has been appointed for the deceased tenant's estate, a  
32 person claiming to be a successor of the deceased tenant who has  
33 provided the landlord with proof of death and an affidavit made by  
34 the person that meets the requirements of RCW 11.62.010(2);

35 (c) In the absence of a personal representative under (a) of this  
36 subsection or a person claiming to be a successor under (b) of this  
37 subsection, a designated person; or

38 (d) In the absence of a personal representative under (a) of this  
39 subsection, a person claiming to be a successor under (b) of this  
40 subsection, or a designated person under (c) of this subsection, any

1 person who provides the landlord with reasonable evidence that he or  
2 she is a successor of the deceased tenant as defined in RCW  
3 11.62.005. The landlord has no obligation to identify all of the  
4 deceased tenant's successors.

5 NEW SECTION. Sec. 2. A new section is added to chapter 59.18  
6 RCW to read as follows:

7 (1)(a) At a landlord's request, the tenant may designate a person  
8 to act for the tenant on the tenant's death when the tenant is the  
9 sole occupant of the dwelling unit.

10 (b) Any designation must be in writing, be separate from the  
11 rental agreement, and include:

12 (i) The designated person's name, mailing address, any address  
13 used for the receipt of electronic communications, and telephone  
14 number;

15 (ii) A signed statement authorizing the landlord in the event of  
16 the tenant's death when the tenant is the sole occupant of the  
17 dwelling unit to allow the designated person to: Access the tenant's  
18 dwelling unit, remove the tenant's property, receive refunds of  
19 amounts due to the tenant, and dispose of the tenant's property  
20 consistent with the tenant's last will and testament and any  
21 applicable intestate succession law; and

22 (iii) A conspicuous statement that the designation remains in  
23 effect until it is revoked in writing by the tenant or replaced with  
24 a new designation.

25 (2) A tenant may, without request from the landlord, designate a  
26 person to act for the tenant on the tenant's death when the tenant is  
27 the sole occupant of the dwelling unit by providing the landlord with  
28 the information and signing a statement as provided in subsection (1)  
29 of this section.

30 (3) The tenant may change the designated person or revoke any  
31 previous designation in writing at any time prior to his or her  
32 death.

33 (4) Once the landlord or the designated person knows of the  
34 appointment of a personal representative for the deceased tenant's  
35 estate or of a person claiming to be a successor of the deceased  
36 tenant who has provided the landlord with proof of death and an  
37 affidavit made by the person that meets the requirements of RCW  
38 11.62.010(2), the designated person's authority to act under this  
39 section terminates.

1        NEW SECTION.    **Sec. 3.**    A new section is added to chapter 59.18

2    RCW to read as follows:

3        (1) In the event of the death of a tenant who is the sole  
4    occupant of the dwelling unit:

5        (a) The landlord, upon learning of the death of the tenant, shall  
6    promptly mail or personally deliver written notice to any known  
7    personal representative, known designated person, emergency contact  
8    identified by the tenant on the rental application, known person  
9    reasonably believed to be a successor of the tenant as defined in RCW  
10   11.62.005, and to the deceased tenant at the address of the dwelling  
11   unit. If the landlord knows of any address used for the receipt of  
12   electronic communications, the landlord shall email the notice to  
13   that address as well. The notice must include:

14        (i) The name of the deceased tenant and address of the dwelling  
15   unit;

16        (ii) The approximate date of the deceased tenant's death;

17        (iii) The rental amount and date through which rent is paid;

18        (iv) A statement that the tenancy will terminate fifteen days  
19   from the date the notice is mailed or personally delivered or the  
20   date through which rent is paid, whichever comes later, unless during  
21   that time period a tenant representative makes arrangements with the  
22   landlord to pay rent in advance for no more than sixty days from the  
23   date of the tenant's death to allow a tenant representative to  
24   arrange for orderly removal of the tenant's property. At the end of  
25   the period for which the rent has been paid pursuant to this  
26   subsection, the tenancy ends;

27        (v) A statement that failure to remove the tenant's property  
28   before the tenancy is terminated or ends as provided in (a)(iv) of  
29   this subsection will allow the landlord to enter the dwelling unit  
30   and take possession of any property found on the premises, store it  
31   in a reasonably secure place, and charge the actual or reasonable  
32   costs, whichever is less, of drayage and storage of the property, and  
33   after service of a second notice sell or dispose of the property as  
34   provided in subsection (3) of this section; and

35        (vi) A copy of any designation executed by the tenant pursuant to  
36   section 2 of this act;

37        (b) The landlord shall turn over possession of the tenant's  
38   property to a tenant representative if a request is made in writing  
39   within the specified time period or any subsequent date agreed to by  
40   the parties;

1 (c) Within fourteen days after the removal of the property by the  
2 tenant representative, the landlord shall refund any unearned rent  
3 and shall give a full and specific statement of the basis for  
4 retaining any deposit together with the payment of any refund due the  
5 deceased tenant under the terms and conditions of the rental  
6 agreement to the tenant representative; and

7 (d) Any tenant representative who removes property from the  
8 tenant's dwelling unit or the premises must, at the time of removal,  
9 provide to the landlord an inventory of the removed property and  
10 signed acknowledgment that he or she has only been given possession  
11 and not ownership of the property.

12 (2) A landlord shall send a second written notice before selling  
13 or disposing of a deceased tenant's property.

14 (a) If the tenant representative makes arrangements with the  
15 landlord to pay rent in advance as provided in subsection (1)(a)(iv)  
16 of this section, the landlord shall mail a second written notice to  
17 any known personal representative, known designated person, emergency  
18 contact identified by the tenant on the rental application, known  
19 person reasonably believed to be a successor of the tenant as defined  
20 in RCW 11.62.005, and to the deceased tenant at the dwelling unit.  
21 The second notice must include:

22 (i) The name, address, and phone number or other contact  
23 information for the tenant representative, if known, who made the  
24 arrangements to pay rent in advance;

25 (ii) The amount of rent paid in advance and date through which  
26 rent was paid; and

27 (iii) A statement that the landlord may sell or dispose of the  
28 property on or after the date through which rent is paid or at least  
29 forty-five days after the second notice is mailed, whichever comes  
30 later, if a tenant representative does not claim and remove the  
31 property in accordance with this subsection.

32 (b) If the landlord places the property in storage pursuant to  
33 subsection (1)(a) of this section, the landlord shall mail a second  
34 written notice, unless a written notice under (a) of this subsection  
35 has already been provided, to any known personal representative,  
36 known designated person, emergency contact identified by the tenant  
37 on the rental application, known person reasonably believed to be a  
38 successor of the tenant as defined in RCW 11.62.005, and to the  
39 deceased tenant at the dwelling unit. The second notice must state  
40 that the landlord may sell or dispose of the property on or after a

1 specified date that is at least forty-five days after the second  
2 notice is mailed if a tenant representative does not claim and remove  
3 the property in accordance with this subsection.

4 (c) The landlord shall turn over possession of the tenant's  
5 property to a tenant representative if a written request is made  
6 within the applicable time periods after the second notice is mailed,  
7 provided the tenant representative: (i) Pays the actual or reasonable  
8 costs, whichever is less, of drayage and storage of the property, if  
9 applicable; and (ii) gives the landlord an inventory of the property  
10 and signs an acknowledgment that he or she has only been given  
11 possession and not ownership of the property.

12 (d) Within fourteen days after the removal of the property by the  
13 tenant representative, the landlord shall refund any unearned rent  
14 and shall give a full and specific statement of the basis for  
15 retaining any deposit together with the payment of any refund due the  
16 deceased tenant under the terms and conditions of the rental  
17 agreement to the tenant representative.

18 (3)(a) If a tenant representative has not contacted the landlord  
19 or removed the deceased tenant's property within the applicable time  
20 periods under this section, the landlord may sell or dispose of the  
21 deceased tenant's property, except for personal papers and personal  
22 photographs, as provided in this subsection.

23 (i) If the landlord reasonably estimates the fair market value of  
24 the stored property to be more than one thousand dollars, the  
25 landlord shall arrange to sell the property in a commercially  
26 reasonable manner and may dispose of any property that remains unsold  
27 in a reasonable manner.

28 (ii) If the value of the stored property does not meet the  
29 threshold provided in (a)(i) of this subsection, the landlord may  
30 dispose of the property in a reasonable manner.

31 (iii) The landlord may apply any income derived from the sale of  
32 the property pursuant to this section against any costs of sale and  
33 moneys due the landlord, including actual or reasonable costs,  
34 whichever is less, of drayage and storage of the deceased tenant's  
35 property. Any excess income derived from the sale of such property  
36 under this section must be held by the landlord for a period of one  
37 year from the date of sale, and if no claim is made for recovery of  
38 the excess income before the expiration of that one-year period, the  
39 balance must be treated as abandoned property and deposited by the



1 landlord with the department of revenue pursuant to chapter 63.29  
2 RCW.

3 (b) Personal papers and personal photographs that are not claimed  
4 by a tenant representative within ninety days after a sale or other  
5 disposition of the deceased tenant's other property shall be either  
6 destroyed or held for the benefit of any successor of the deceased  
7 tenant as defined in RCW 11.62.005.

8 (c) No landlord or employee of a landlord, or his or her family  
9 members, may acquire, directly or indirectly, the property sold  
10 pursuant to (a)(i) of this subsection or disposed of pursuant to  
11 (a)(ii) of this subsection.

12 (4) Upon learning of the death of the tenant, the landlord may  
13 enter the deceased tenant's dwelling unit and immediately dispose of  
14 any perishable food, hazardous materials, and garbage found on the  
15 premises and turn over animals to a tenant representative or to an  
16 animal control officer, humane society, or other individual or  
17 organization willing to care for the animals.

18 (5) Any notices sent by the landlord under this section must  
19 include a mailing address, any address used for the receipt of  
20 electronic communications, and a telephone number of the landlord.

21 (6) If a landlord knowingly violates this section, the landlord  
22 is liable to the deceased tenant's estate for actual damages. The  
23 prevailing party in any action pursuant to this subsection may  
24 recover costs and reasonable attorneys' fees.

25 (7) A landlord who complies with this section is relieved from  
26 any liability relating to the deceased tenant's property."

27 **Sec. 4.** RCW 59.18.310 and 2011 c 132 s 16 are each amended to  
28 read as follows:

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

35 ~~((1))~~ (a) When the tenancy is month-to-month, the tenant shall  
36 be liable for the rent for the thirty days following either the date  
37 the landlord learns of the abandonment, or the date the next regular  
38 rental payment would have become due, whichever first occurs.

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

3       (~~(a)~~) (i) The entire rent due for the remainder of the term; or  
4       (~~(b)~~) (ii) All rent accrued during the period reasonably  
5 necessary to rerent the premises at a fair rental, plus the  
6 difference between such fair rental and the rent agreed to in the  
7 prior agreement, plus actual costs incurred by the landlord in  
8 rerenting the premises together with statutory court costs and  
9 reasonable attorneys' fees.

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

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

9 (3) This section does not apply to the disposition of property of  
10 a deceased tenant. Section 3 of this act governs the disposition of  
11 property on the death of a tenant when the tenant is the sole  
12 occupant of the dwelling unit."

13 Correct the title.

--- END ---