

ESSB 5600 - H AMD TO H AMD (H-2831.2/19) **593**

By Representative Dufault

NOT ADOPTED 04/12/2019

1 On page 3, line 17 of the striking amendment, after "charges"
2 insert "and/or nonrecurring charges for costs incurred due to late
3 payment, damages, deposits, legal costs, or other fees, including
4 attorneys' fees,"

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6 On page 3, after line 23 of the striking amendment, insert the
7 following:

8 "**(4) Other nonrecurring charges for costs incurred due to late**
9 **payment, damages, deposits, legal costs, or other fees, including**
10 **attorneys' fees for (list month(s)): \$ (dollar amount)"**

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12 On page 8, beginning on line 18 of the striking amendment, after
13 "utilities" strike all material through "include" on line 19 and
14 insert ", and"

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16 On page 9, beginning on line 20 of the striking amendment, strike
17 all of section 6 and insert the following:

18 "**Sec. 6.** RCW 59.18.180 and 2011 c 132 s 10 are each amended to
19 read as follows:

20 (1) If the tenant fails to comply with any portion of RCW
21 59.18.130 or 59.18.140, and such noncompliance can (a) substantially
22 affect the health and safety of the tenant or other tenants, or
23 substantially increase the hazards of fire or accident, and (b) be
24 remedied by repair, replacement of a damaged item, or cleaning, the
25 tenant shall comply within thirty days after written notice by the
26 landlord specifying the noncompliance, or, in the case of emergency
27 as promptly as conditions require. If the tenant fails to remedy the

1 noncompliance within that period the landlord may enter the dwelling
2 unit and cause the work to be done and submit an itemized bill of
3 the actual and reasonable cost of repair, to be payable on the next
4 date when periodic rent is due, or on terms mutually agreed to by
5 the landlord and tenant, or immediately if the rental agreement has
6 terminated. The tenant shall have a defense to an unlawful detainer
7 action filed solely on this ground if it is determined at the
8 hearing authorized under the provisions of chapter 59.12 RCW that
9 the tenant is in substantial compliance with the provisions of this
10 section, or if the tenant remedies the noncomplying condition within
11 the thirty day period provided for above or any shorter period
12 determined at the hearing to have been required because of an
13 emergency: PROVIDED, That if the defective condition is remedied
14 after the commencement of an unlawful detainer action, the tenant
15 may be liable to the landlord for statutory costs and reasonable
16 attorneys' fees.

17 (2) (a) Any other substantial noncompliance by the tenant of RCW
18 59.18.130 or 59.18.140 constitutes a ground for commencing an action
19 in unlawful detainer in accordance with chapter 59.12 RCW. Except as
20 provided in (b) of this subsection, a landlord may commence such
21 action at any time after written notice pursuant to chapter 59.12 RCW.

22 (b) A landlord may commence an action in unlawful detainer for
23 nonpayment of rent when the amount of rent that is overdue is equal
24 to or exceeds half of the recurring and periodic charges identified
25 in the rental agreement for the use and occupancy of the premises
26 and after notice pursuant to chapter 59.12 RCW.

27 (3) If drug-related activity is alleged to be a basis for
28 termination of tenancy under RCW 59.18.130(6), 59.12.030(5), or
29 59.20.140(5), the compliance provisions of this section do not apply
30 and the landlord may proceed directly to an unlawful detainer action.

31 (4) If criminal activity on the premises as described in RCW
32 59.18.130(8) is alleged to be the basis for termination of the
33 tenancy, and the tenant is arrested as a result of this activity,
34 then the compliance provisions of this section do not apply and the

1 landlord may proceed directly to an unlawful detainer action against
2 the tenant who was arrested for this activity.

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

10 (6) A landlord may not be held liable in any cause of action for
11 bringing an unlawful detainer action against a tenant for
12 drug-related activity, for creating an imminent hazard to the
13 physical safety of others, or for engaging in gang-related activity
14 that renders people in at least two or more dwelling units or
15 residences insecure in life or the use of property or that injures
16 or endangers the safety or health of people in at least two or more
17 dwelling units or residences under this section, if the unlawful
18 detainer action was brought in good faith. Nothing in this section
19 shall affect a landlord's liability under RCW 59.18.380 to pay all
20 damages sustained by the tenant should the writ of restitution be
21 wrongfully sued out."

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EFFECT: Amends the definition of "rent" to include, rather than exclude, nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. Makes conforming changes to the notice to pay or vacate. Strikes the section that provides that a landlord must first apply any payment to rent (as defined in the underlying striking amendment) before applying it to other costs and prohibits a landlord from conditioning the right to possession on payment of monetary amounts other than rent. Inserts a section of the RLTA that sets forth when a landlord may bring an action for unlawful detainer, and amends to provide that an action for unlawful detainer for nonpayment of rent may be commenced when the amount of rent

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overdue is equal to or exceeds half of the recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises and requisite notice provisions have been met.

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