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**SUBSTITUTE HOUSE BILL 1656**

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**State of Washington**

**66th Legislature**

**2019 Regular Session**

**By** House Civil Rights & Judiciary (originally sponsored by Representatives Macri, Jinkins, Shewmake, Robinson, Doglio, Ryu, Morgan, Goodman, Cody, Orwall, Slatter, Thai, Reeves, Appleton, Dolan, Bergquist, Peterson, Pollet, Gregerson, Frame, and Davis)

READ FIRST TIME 02/20/19.

1 AN ACT Relating to protecting tenants in residential tenancies;  
2 amending RCW 61.24.060, 59.18.250, 59.18.230, and 59.18.280;  
3 reenacting and amending RCW 59.18.030; adding new sections to chapter  
4 59.18 RCW; creating a new section; and prescribing penalties.

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

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

7 (a) There is a housing crisis in Washington state that is  
8 worsened by the absence of a state law prohibiting a landlord from  
9 evicting a tenant without cause.

10 (b) The state's prolonged affordable housing crisis  
11 disproportionately impacts low-income and working class persons and  
12 families, people of color, women, immigrants, seniors, and the LGBTQ  
13 community. These communities are disproportionately impacted by no  
14 cause eviction and displacement, creating residential segregation in  
15 our communities.

16 (c) Renters, who constitute a large percentage of the residents  
17 of Washington, suffer great and serious hardship when forced to move  
18 from their homes. No cause evictions have a negative, destabilizing  
19 impact on the peace, health, and safety of renters and their  
20 families.

1 (d) Studies have shown that women, especially women of color, are  
2 disproportionately impacted by evictions. The presence of children in  
3 a household increases the likelihood of eviction, even though  
4 discrimination based on family status is illegal under federal law.  
5 Without cause eviction protection, preventing discriminatory eviction  
6 practices is impossible.

7 (e) Renters deserve access to safe and healthy housing, but many  
8 renters in our state live in substandard rentals. Cause eviction  
9 protection allows renters to raise concerns with the habitability of  
10 a rental without the fear of retaliation in the form of a no cause  
11 eviction.

12 (f) Displacement through eviction uproots children from schools,  
13 disrupting the social ties and networks that are integral to  
14 residents' welfare and the stability of communities within  
15 Washington. Studies have shown students who have moved multiple times  
16 are more likely to have poorer grades in reading and math, and have a  
17 higher risk of dropping out of school, thus impacting the state's  
18 economy.

19 (g) Displacement through eviction creates undue hardship for  
20 renters with low incomes through additional relocation costs, stress  
21 and anxiety, and the threat of homelessness due to the lack of  
22 alternative housing.

23 (h) Basic fairness requires that a landlord must not terminate  
24 the tenancy of a residential tenant without good, just, nonarbitrary,  
25 nondiscriminatory reasons.

26 (2) The legislature further finds that the cause eviction  
27 protections enacted in other states such as New Jersey and New  
28 Hampshire have aided community stability and reduced problems  
29 associated with arbitrary disruption of stable households.

30 (3) The legislature, therefore, concludes that the general  
31 welfare of all residents of Washington would be enhanced if no cause  
32 evictions were prohibited, and declares its intention to create long-  
33 term housing stability among all renters in Washington through cause  
34 eviction protections.

35 **Sec. 2.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and  
36 amended to read as follows:

37 As used in this chapter:

38 (1) "Certificate of inspection" means an unsworn statement,  
39 declaration, verification, or certificate made in accordance with the

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

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

22 (3) "Comprehensive reusable tenant screening report" means a  
23 tenant screening report prepared by a consumer reporting agency at  
24 the direction of and paid for by the prospective tenant and made  
25 available directly to a prospective landlord at no charge, which  
26 contains all of the following: (a) A consumer credit report prepared  
27 by a consumer reporting agency within the past thirty days; (b) the  
28 prospective tenant's criminal history; (c) the prospective tenant's  
29 eviction history; (d) an employment verification; and (e) the  
30 prospective tenant's address and rental history.

31 (4) "Criminal history" means a report containing or summarizing  
32 (a) the prospective tenant's criminal convictions and pending cases,  
33 the final disposition of which antedates the report by no more than  
34 seven years, and (b) the results of a sex offender registry and  
35 United States department of the treasury's office of foreign assets  
36 control search, all based on at least seven years of address history  
37 and alias information provided by the prospective tenant or available  
38 in the consumer credit report.

39 (5) "Designated person" means a person designated by the tenant  
40 under RCW 59.18.590.

1 (6) "Distressed home" has the same meaning as in RCW 61.34.020.  
2 (7) "Distressed home conveyance" has the same meaning as in RCW  
3 61.34.020.  
4 (8) "Distressed home purchaser" has the same meaning as in RCW  
5 61.34.020.  
6 (9) "Dwelling unit" is a structure or that part of a structure  
7 which is used as a home, residence, or sleeping place by one person  
8 or by two or more persons maintaining a common household, including  
9 but not limited to single-family residences and units of multiplexes,  
10 apartment buildings, and mobile homes.  
11 (10) "Eviction history" means a report containing or summarizing  
12 the contents of any records of unlawful detainer actions concerning  
13 the prospective tenant that are reportable in accordance with state  
14 law, are lawful for landlords to consider, and are obtained after a  
15 search based on at least seven years of address history and alias  
16 information provided by the prospective tenant or available in the  
17 consumer credit report.  
18 (11) "Gang" means a group that: (a) Consists of three or more  
19 persons; (b) has identifiable leadership or an identifiable name,  
20 sign, or symbol; and (c) on an ongoing basis, regularly conspires and  
21 acts in concert mainly for criminal purposes.  
22 (12) "Gang-related activity" means any activity that occurs  
23 within the gang or advances a gang purpose.  
24 (13) "Immediate family" includes domestic partner, spouse,  
25 parents, grandparents, children, siblings, or in-laws.  
26 (14) "In danger of foreclosure" means any of the following:  
27 (a) The homeowner has defaulted on the mortgage and, under the  
28 terms of the mortgage, the mortgagee has the right to accelerate full  
29 payment of the mortgage and repossess, sell, or cause to be sold the  
30 property;  
31 (b) The homeowner is at least thirty days delinquent on any loan  
32 that is secured by the property; or  
33 (c) The homeowner has a good faith belief that he or she is  
34 likely to default on the mortgage within the upcoming four months due  
35 to a lack of funds, and the homeowner has reported this belief to:  
36 (i) The mortgagee;  
37 (ii) A person licensed or required to be licensed under chapter  
38 19.134 RCW;  
39 (iii) A person licensed or required to be licensed under chapter  
40 19.146 RCW;

1 (iv) A person licensed or required to be licensed under chapter  
2 18.85 RCW;

3 (v) An attorney-at-law;

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

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

7 ~~((14))~~ (15) "Landlord" means the owner, lessor, or sublessor of  
8 the dwelling unit or the property of which it is a part, and in  
9 addition means any person designated as representative of the owner,  
10 lessor, or sublessor including, but not limited to, an agent, a  
11 resident manager, or a designated property manager.

12 ~~((15))~~ (16) "Mortgage" is used in the general sense and  
13 includes all instruments, including deeds of trust, that are used to  
14 secure an obligation by an interest in real property.

15 ~~((16))~~ (17) "Normal wear and tear resulting from ordinary use  
16 of the premises" means deterioration that results from the intended  
17 use of a dwelling unit, including breakage or malfunction due to age  
18 or deteriorated condition. Such wear does not include deterioration  
19 that results from negligence, carelessness, accident, or abuse of the  
20 unit, fixtures, equipment, or other tangible personal property of the  
21 landlord by the tenant or the tenant's guests.

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

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

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

27 ~~((17))~~ (19) "Person" means an individual, group of individuals,  
28 corporation, government, or governmental agency, business trust,  
29 estate, trust, partnership, or association, two or more persons  
30 having a joint or common interest, or any other legal or commercial  
31 entity.

32 ~~((18))~~ (20) "Premises" means a dwelling unit, appurtenances  
33 thereto, grounds, and facilities held out for the use of tenants  
34 generally and any other area or facility which is held out for use by  
35 the tenant.

36 ~~((19))~~ (21) "Property" or "rental property" means all dwelling  
37 units on a contiguous quantity of land managed by the same landlord  
38 as a single, rental complex.

1        ~~((20))~~ (22) "Prospective landlord" means a landlord or a person  
2 who advertises, solicits, offers, or otherwise holds a dwelling unit  
3 out as available for rent.

4        ~~((21))~~ (23) "Prospective tenant" means a tenant or a person who  
5 has applied for residential housing that is governed under this  
6 chapter.

7        ~~((22))~~ (24) "Qualified inspector" means a United States  
8 department of housing and urban development certified inspector; a  
9 Washington state licensed home inspector; an American society of home  
10 inspectors certified inspector; a private inspector certified by the  
11 national association of housing and redevelopment officials, the  
12 American association of code enforcement, or other comparable  
13 professional association as approved by the local municipality; a  
14 municipal code enforcement officer; a Washington licensed structural  
15 engineer; or a Washington licensed architect.

16        ~~((23))~~ (25) "Reasonable attorneys' fees," where authorized in  
17 this chapter, means an amount to be determined including the  
18 following factors: The time and labor required, the novelty and  
19 difficulty of the questions involved, the skill requisite to perform  
20 the legal service properly, the fee customarily charged in the  
21 locality for similar legal services, the amount involved and the  
22 results obtained, and the experience, reputation and ability of the  
23 lawyer or lawyers performing the services.

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

29        ~~((25))~~ (27) "Rent" or "rental amount" means consideration for  
30 use and occupancy of the premises. These terms do not include charges  
31 for costs incurred due to late fees, damages, utilities, deposits,  
32 legal costs, or other fees, including attorneys' fees.

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

36        ~~((26))~~ (29) A "single-family residence" is a structure  
37 maintained and used as a single dwelling unit. Notwithstanding that a  
38 dwelling unit shares one or more walls with another dwelling unit, it  
39 shall be deemed a single-family residence if it has direct access to  
40 a street and shares neither heating facilities nor hot water

1 equipment, nor any other essential facility or service, with any  
2 other dwelling unit.

3 ~~((27))~~ (30) "Subsidized program" refers to housing in receipt  
4 of government-sponsored assistance aimed towards alleviating housing  
5 costs and expenses for impoverished people with low to moderate  
6 incomes.

7 (31) A "tenant" is any person who is entitled to occupy a  
8 dwelling unit primarily for living or dwelling purposes under a  
9 rental agreement.

10 ~~((28))~~ (32) "Tenant representative" means:

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

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

18 (c) In the absence of a personal representative under (a) of this  
19 subsection or a person claiming to be a successor under (b) of this  
20 subsection, a designated person; or

21 (d) In the absence of a personal representative under (a) of this  
22 subsection, a person claiming to be a successor under (b) of this  
23 subsection, or a designated person under (c) of this subsection, any  
24 person who provides the landlord with reasonable evidence that he or  
25 she is a successor of the deceased tenant as defined in RCW  
26 11.62.005. The landlord has no obligation to identify all of the  
27 deceased tenant's successors.

28 ~~((29))~~ (33) "Tenant screening" means using a consumer report or  
29 other information about a prospective tenant in deciding whether to  
30 make or accept an offer for residential rental property to or from a  
31 prospective tenant.

32 ~~((30))~~ (34) "Tenant screening report" means a consumer report  
33 as defined in RCW 19.182.010 and any other information collected by a  
34 tenant screening service.

35 (35) "Transitional housing" means housing units owned, operated,  
36 or managed by a nonprofit organization or governmental entity in  
37 which supportive services are provided to individuals and families  
38 that were formerly homeless, with the intent to stabilize them and  
39 move them to permanent housing within a period of not more than  
40 twenty-four months.

1        NEW SECTION.    **Sec. 3.**    A new section is added to chapter 59.18  
2 RCW to read as follows:

3        (1) A landlord may not evict, refuse to renew, or terminate any  
4 tenancy subject to this chapter except for the following causes  
5 enumerated herein. The following reasons for termination of tenancy  
6 listed in this subsection, and no others, constitute cause under this  
7 chapter:

8        (a) The tenant continues in possession in person or by subtenant  
9 after a default in the payment of rent, and after written notice  
10 requiring, in the alternative, the payment of the rent or the  
11 surrender of the detained premises has remained uncomplied with for  
12 the period of fourteen days after service of the notice. The written  
13 notice may be served at any time after the rent becomes due;

14        (b) The tenant continues in possession after substantial breach  
15 of a program requirement of a subsidized program or material term  
16 subscribed by the tenant within the original lease or rental  
17 agreement, other than one for monetary damages, and after the  
18 landlord has served written notice specifying the acts or omissions  
19 constituting the breach and requiring, in the alternative, that the  
20 breach be remedied or the rental agreement will terminate, and the  
21 breach has not been adequately remedied by the date specified in the  
22 notice, which date shall be at least fourteen days after service of  
23 the notice; except that, if the remedy cannot be completed by the  
24 date specified, but is commenced within that time period and is  
25 pursued in good faith to completion within a reasonable time, the  
26 rental agreement may not terminate by reason of the breach;

27        (c) The tenant continues in possession after having received  
28 three days' written notice to quit due to an ongoing, substantial  
29 interference with the use and enjoyment of the premises;

30        (d) The tenant continues in possession after the owner of a  
31 residential building in good faith seeks possession so that the owner  
32 or his or her immediate family may occupy the unit as that person's  
33 principal residence and no substantially equivalent unit is vacant  
34 and available to house the owner or his or her immediate family in  
35 the same building, and the owner has given at least ninety days'  
36 advance written notice of the date the tenant's possession is to end.  
37 There is a rebuttable presumption that the owner did not act in good  
38 faith if the owner or immediate family fails to occupy the unit as a  
39 principal residence for at least sixty consecutive days during the  
40 ninety days immediately after the tenant vacated the unit pursuant to



1 a notice of termination or eviction using this subsection (1)(d) as  
2 the cause for eviction;

3 (e) The tenant continues in possession after the owner elects to  
4 withdraw the premises from the rental market, including to pursue a  
5 conversion pursuant to RCW 64.34.440, and after the owner has given  
6 at least one hundred twenty days' advance written notice of the date  
7 the tenant's possession is to end;

8 (f) The tenant continues in possession of the premises after the  
9 landlord serves the tenant by one hundred twenty days' advance  
10 written notice with plans to substantially rehabilitate or demolish  
11 the dwelling. A notice under this subsection (1)(f) must include  
12 approvals and plans from the local jurisdictions for the  
13 rehabilitation project in accordance with local law;

14 (g) The tenant continues in possession, after the landlord has  
15 served thirty days' advance written notice that: (i) The premises has  
16 been certified or condemned as uninhabitable by a local agency  
17 charged with the authority to issue such an order; (ii) continued  
18 habitation of the premises would subject the landlord to civil or  
19 criminal penalties; and (iii) it is economically unfeasible to  
20 restore the premises to a habitable condition. However, if the terms  
21 of the local agency's order do not allow the landlord to provide  
22 thirty days' advance written notice, the landlord shall provide as  
23 much advance written notice as is possible and still comply with the  
24 order;

25 (h) The tenant continues in possession after an owner or lessor,  
26 with whom the tenant shares access to a common kitchen or bathroom  
27 area, has served a twenty-day notice to quit or vacate prior to the  
28 end of term of the rental agreement, month, or period;

29 (i) The tenant continues in possession after the expiration of a  
30 rental agreement without signing a proposed new rental agreement  
31 proffered by the landlord; provided, that the landlord proffered the  
32 proposed new rental agreement at least thirty and no more than ninety  
33 days prior to the expiration of the current rental agreement and that  
34 any new terms and conditions of the proposed new rental agreement are  
35 reasonable. This subsection (1)(i) shall not apply to tenants whose  
36 tenancies are or have become month-to-month;

37 (j) The tenant continues in possession after having received a  
38 twenty-day notice to quit due to chronic, harmful, and unjustified  
39 failure to pay rent;

1 (k) The tenant continues in possession after having received a  
2 twenty-day notice to quit for other good cause, including legitimate  
3 economic or business reasons.

4 (2) This section shall not apply to tenants residing in  
5 transitional housing.

6 (3)(a) This section shall apply to the following persons related  
7 to the tenant provided such persons have coresided with the tenant  
8 for six months prior to the tenant permanently vacating the unit:  
9 Husband; wife; son; daughter; stepson; stepdaughter; father; mother;  
10 stepfather; stepmother; brother; sister; grandfather; grandmother;  
11 grandson; granddaughter; father-in-law; mother-in-law; son-in-law;  
12 daughter-in-law; uncle; aunt; niece; nephew; or any other person who  
13 can prove emotional and financial commitment, and interdependence  
14 with the tenant.

15 (b) The owner shall not unreasonably withhold approval of anyone  
16 listed in (a) of this subsection so as to prevent such person from  
17 coresiding in the unit with the tenant's permission, and shall  
18 approve or disapprove on the same basis that the landlord approves or  
19 disapproves of any new tenant. However, nothing herein shall prevent  
20 an owner from denying an application to occupy the unit where it  
21 would violate applicable occupancy standards as set forth by state or  
22 local law.

23 (c) This subsection (3) shall not apply to tenants residing in  
24 subsidized housing.

25 (4) A landlord acting in bad faith in violation of this section  
26 shall be held liable in a civil action up to four and one-half times  
27 the monthly rent of the real property at issue, as well as court  
28 costs and reasonable attorneys' fees.

29 (5) Nothing in subsection (1)(d), (e), or (f) of this section  
30 permits a landlord to terminate a fixed term tenancy before the  
31 completion of the term.

32 (6) All written notices required under subsection (1) of this  
33 section must be served in a manner consistent with RCW 59.12.040.

34 NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18  
35 RCW to read as follows:

36 Under this chapter:

37 (1) A landlord must first apply any payment made by a tenant  
38 toward rent, as that term is defined in RCW 59.18.030, before

1 applying any payment toward late fees, damages, utilities, deposits,  
2 legal costs, or other fees, including attorneys' fees.

3 (2) Continued tenancy or relief from forfeiture may not be  
4 conditioned on a tenant's payment or satisfaction of any monetary  
5 amount other than rent. However, this does not foreclose a landlord  
6 from pursuing other lawful remedies to collect late payments,  
7 damages, legal costs, or other fees, including attorneys' fees.

8 (3) A landlord may not unreasonably restrict the ability of a  
9 tenant to have an immediate family member or members reside with the  
10 tenant. Nothing in this subsection shall be construed as invalidating  
11 or impairing the operation of, or the right of, a landlord to  
12 restrict occupancy in order to comply with federal, state, or local  
13 laws, regulations, ordinances, or codes.

14 **Sec. 5.** RCW 61.24.060 and 2009 c 292 s 10 are each amended to  
15 read as follows:

16 (1) The purchaser at the trustee's sale shall be entitled to  
17 possession of the property on the twentieth day following the sale,  
18 as against the borrower and grantor under the deed of trust and  
19 anyone having an interest junior to the deed of trust, including  
20 occupants who are not tenants, who were given all of the notices to  
21 which they were entitled under this chapter. The purchaser shall also  
22 have a right to the summary proceedings to obtain possession of real  
23 property provided in chapter 59.12 RCW; except that protections  
24 afforded to a tenant or an occupant pursuant to chapter 59.18 RCW  
25 shall survive such sale.

26 (2) If the trustee elected to foreclose the interest of any  
27 occupant or tenant, the purchaser of tenant-occupied property at the  
28 trustee's sale shall provide written notice to the occupants and  
29 tenants at the property purchased in substantially the following  
30 form:

31 "NOTICE: The property located at . . . . . was purchased at a  
32 trustee's sale by . . . . . on . . . . . (date).

33 1. If you are the previous owner or an occupant who is not a  
34 tenant of the property that was purchased, pursuant to RCW 61.24.060,  
35 the purchaser at the trustee's sale is entitled to possession of the  
36 property on . . . . . (date), which is the twentieth day following  
37 the sale.

1           2. If you are a tenant or subtenant in possession of the property  
2 that was purchased, pursuant to RCW 61.24.146, the purchaser at the  
3 trustee's sale may either give you a new rental agreement OR give you  
4 a written notice to vacate the property in sixty days or more before  
5 the end of the monthly rental period."

6           (3) The notice required in subsection (2) of this section must be  
7 given to the property's occupants and tenants by both first-class  
8 mail and either certified or registered mail, return receipt  
9 requested.

10           **Sec. 6.** RCW 59.18.250 and 2010 c 8 s 19026 are each amended to  
11 read as follows:

12           Initiation by the landlord of any action listed in RCW 59.18.240  
13 within ninety days after a good faith and lawful act by the tenant as  
14 enumerated in RCW 59.18.240, or within ninety days after any  
15 inspection or proceeding of a governmental agency resulting from such  
16 act, shall create a rebuttable presumption affecting the burden of  
17 proof, that the action is a reprisal or retaliatory action against  
18 the tenant: (~~PROVIDED, That if at the time the landlord gives notice  
19 of termination of tenancy pursuant to chapter 59.12 RCW the tenant is  
20 in arrears in rent or in breach of any other lease or rental  
21 obligation, there is a rebuttable presumption affecting the burden of  
22 proof that the landlord's action is neither a reprisal nor  
23 retaliatory action against the tenant:~~) PROVIDED ((FURTHER)), That  
24 if the court finds that the tenant made a complaint or report to a  
25 governmental authority within ninety days after notice of a proposed  
26 increase in rent or other action in good faith by the landlord, there  
27 is a rebuttable presumption that the complaint or report was not made  
28 in good faith: PROVIDED FURTHER, That no presumption against the  
29 landlord shall arise under this section, with respect to an increase  
30 in rent, if the landlord, in a notice to the tenant of increase in  
31 rent, specifies reasonable grounds for said increase, which grounds  
32 may include a substantial increase in market value due to remedial  
33 action under this chapter: PROVIDED FURTHER, That the presumption of  
34 retaliation, with respect to an eviction, may be rebutted by evidence  
35 that it is not practical to make necessary repairs while the tenant  
36 remains in occupancy. In any action or eviction proceeding where the  
37 tenant prevails upon his or her claim or defense that the landlord  
38 has violated this section, the tenant shall be entitled to recover

1 his or her costs of suit or arbitration, including a reasonable  
2 attorney's fee, and where the landlord prevails upon his or her claim  
3 he or she shall be entitled to recover his or her costs of suit or  
4 arbitration, including a reasonable (~~attorney's~~) attorneys' fee(~~(+~~  
5 ~~PROVIDED FURTHER, That neither party may recover attorney's fees to~~  
6 ~~the extent that their legal services are provided at no cost to~~  
7 ~~them)~~).

8 **Sec. 7.** RCW 59.18.230 and 2011 c 132 s 11 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  
13 public policy and shall be unenforceable. Such unenforceability shall  
14 not affect other provisions of the agreement which can be given  
15 effect without them.

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

17 (a) Agrees to waive or to forgo rights or remedies under this  
18 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  
24 the 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  
27 time 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  
31 him or her to be prohibited, the tenant may recover actual damages  
32 sustained by him or her, statutory damages not to exceed (~~five~~  
33 ~~hundred dollars~~) one month's rent or treble actual damages,  
34 whichever is greater, costs of suit, and reasonable attorneys' fees.

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

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

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

19 **Sec. 8.** RCW 59.18.280 and 2016 c 66 s 4 are each amended to read  
20 as follows:

21 (1) Within twenty-one days after the termination of the rental  
22 agreement and vacation of the premises or, if the tenant abandons the  
23 premises as defined in RCW 59.18.310, within twenty-one days after  
24 the landlord learns of the abandonment, the landlord shall give a  
25 full and specific statement of the basis for retaining any of the  
26 deposit together with the payment of any refund due the tenant under  
27 the terms and conditions of the rental agreement. The landlord shall  
28 include copies of estimates received or invoices paid to substantiate  
29 damage charges. Where repairs are performed by the landlord or the  
30 landlord's employee, if a deduction is made for materials or  
31 supplies, the landlord shall provide a copy of the bill, invoice, or  
32 receipt. The landlord may document the cost of materials or supplies  
33 already in the landlord's possession or purchased on an ongoing basis  
34 by providing a copy of a bill, invoice, receipt, vendor price list,  
35 or other vendor document that reasonably documents the cost of the  
36 item used in the repair or cleaning of the unit. Where repairs are  
37 performed by the landlord or the landlord's employee, the landlord  
38 shall include a statement of the time spent performing repairs and  
39 the reasonable hourly rate charged. Any damages not substantiated by

1 such documentation may not be charged against the tenant's security  
2 deposit.

3 (a) No portion of any deposit shall be withheld on account of  
4 normal wear and tear resulting from ordinary use of the premises.

5 (b) The landlord complies with this section if the required  
6 statement or payment, or both, are delivered to the tenant personally  
7 or deposited in the United States mail properly addressed to the  
8 tenant's last known address with first-class postage prepaid within  
9 the twenty-one days.

10 (2) If the landlord fails to give such statement and  
11 documentation together with any refund due the tenant within the time  
12 limits specified above he or she shall be liable to the tenant for  
13 the full amount of the deposit. The landlord is also barred in any  
14 action brought by the tenant to recover the deposit from asserting  
15 any claim or raising any defense for retaining any of the deposit  
16 unless the landlord shows that circumstances beyond the landlord's  
17 control prevented the landlord from providing the statement within  
18 the twenty-one days or that the tenant abandoned the premises as  
19 defined in RCW 59.18.310. The court (~~may in its discretion~~) shall  
20 award up to two times the amount of the deposit for the intentional  
21 refusal of the landlord to give the statement, documentation, or  
22 refund due. In any action brought by the tenant to recover the  
23 deposit, the prevailing party shall additionally be entitled to the  
24 cost of suit or arbitration including a reasonable attorneys' fee.

25 (3) Nothing in this chapter shall preclude the landlord from  
26 proceeding against, and the landlord shall have the right to proceed  
27 against a tenant to recover sums exceeding the amount of the tenant's  
28 damage or security deposit for damage to the property for which the  
29 tenant is responsible together with reasonable attorneys' fees.

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