

HB 1300 - H AMD 80

By Representative Dufault

1 On page 15, after line 14, insert the following:

2

3 "NEW SECTION. Sec. 6. RCW 59.18.595 and 2015 c 264 s 3 are each
4 amended to read as follows:

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

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

16 (i) The name of the deceased tenant and address of the dwelling
17 unit;

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

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

20 (iv) A statement that the tenancy will terminate (~~((fifteen))~~) 15
21 days from the date the notice is mailed or personally delivered or
22 the date through which rent is paid, whichever comes later, unless
23 during that time period a tenant representative makes arrangements
24 with the landlord to pay rent in advance for no more than (~~((sixty))~~)
25 60 days from the date of the tenant's death to allow a tenant
26 representative to arrange for orderly removal of the tenant's
27

1 property. At the end of the period for which the rent has been paid
2 pursuant to this subsection, the tenancy ends;

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

11 (vi) A copy of any designation executed by the tenant pursuant
12 to RCW 59.18.590;

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

17 (c) Within (~~fourteen~~) 30 days after the removal of the
18 property by the tenant representative, the landlord shall refund any
19 unearned rent and shall give a full and specific statement of the
20 basis for retaining any deposit together with the payment of any
21 refund due the deceased tenant under the terms and conditions of the
22 rental agreement to the tenant representative; and

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

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

30 (a) If the tenant representative makes arrangements with the
31 landlord to pay rent in advance as provided in subsection (1)(a)(iv)
32 of this section, the landlord shall mail a second written notice to
33 any known personal representative, known designated person,
34 emergency contact identified by the tenant on the rental

1 application, known person reasonably believed to be a successor of
2 the tenant as defined in RCW 11.62.005, and to the deceased tenant
3 at the dwelling unit. The second notice must include:

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

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

9 (iii) A statement that the landlord may sell or dispose of the
10 property on or after the date through which rent is paid or at least
11 (~~forty-five~~)45 days after the second notice is mailed, whichever
12 comes later, if a tenant representative does not claim and remove
13 the property in accordance with this subsection.

14 (b) If the landlord places the property in storage pursuant to
15 subsection (1)(a) of this section, the landlord shall mail a second
16 written notice, unless a written notice under (a) of this subsection
17 has already been provided, to any known personal representative,
18 known designated person, emergency contact identified by the tenant
19 on the rental application, known person reasonably believed to be a
20 successor of the tenant as defined in RCW 11.62.005, and to the
21 deceased tenant at the dwelling unit. The second notice must state
22 that the landlord may sell or dispose of the property on or after a
23 specified date that is at least (~~forty-five~~)45 days after the
24 second notice is mailed if a tenant representative does not claim
25 and remove the property in accordance with this subsection.

26 (c) The landlord shall turn over possession of the tenant's
27 property to a tenant representative if a written request is made
28 within the applicable time periods after the second notice is
29 mailed, provided the tenant representative: (i) Pays the actual or
30 reasonable costs, whichever is less, of drayage and storage of the
31 property, if applicable; and (ii) gives the landlord an inventory of
32 the property and signs an acknowledgment that he or she has only
33 been given possession and not ownership of the property.

34

1 (d) Within (~~fourteen~~)30 days after the removal of the property
2 by the tenant representative, the landlord shall refund any unearned
3 rent and shall give a full and specific statement of the basis for
4 retaining any deposit together with the payment of any refund due
5 the deceased tenant under the terms and conditions of the rental
6 agreement to the tenant representative.

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

12 (i) If the landlord reasonably estimates the fair market value
13 of the stored property to be more than (~~one thousand~~)1,000
14 dollars, the landlord shall arrange to sell the property in a
15 commercially reasonable manner and may dispose of any property that
16 remains unsold in a reasonable manner.

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

20 (iii) The landlord may apply any income derived from the sale of
21 the property pursuant to this section against any costs of sale and
22 moneys due the landlord, including actual or reasonable costs,
23 whichever is less, of drayage and storage of the deceased tenant's
24 property. Any excess income derived from the sale of such property
25 under this section must be held by the landlord for a period of one
26 year from the date of sale, and if no claim is made for recovery of
27 the excess income before the expiration of that one-year period, the
28 balance must be treated as abandoned property and deposited by the
29 landlord with the department of revenue pursuant to chapter 63.29 RCW.

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

1 (c) No landlord or employee of a landlord, or his or her family
2 members, may acquire, directly or indirectly, the property sold
3 pursuant to (a)(i) of this subsection or disposed of pursuant to (a)
4 (ii) of this subsection.

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

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

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

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

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21 Renumber the remaining sections consecutively and correct any
22 internal references accordingly.

23

24 Correct the title.

EFFECT: Increases the timeline for the landlord to provide a
refund owing a deceased tenant to the tenant's representative from
14 to 30 days after removal of the tenant's property.

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