
SUBSTITUTE HOUSE BILL 2064

State of Washington

67th Legislature

2022 Regular Session

By House Housing, Human Services & Veterans (originally sponsored by Representatives Peterson, Simmons, Chopp, Lekanoff, and Taylor)

READ FIRST TIME 02/03/22.

1 AN ACT Relating to security deposits and damages arising out of
2 residential tenancies; reenacting and amending RCW 59.18.030; and
3 adding a new section to chapter 59.18 RCW.

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

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

7 (1) Notwithstanding any other provision of law, if a landlord
8 chooses to waive a security deposit requirement, and a tenant agrees
9 to instead pay a fee in lieu of a security deposit, the landlord
10 shall:

11 (a) Ensure that the fee in lieu of a security deposit is strictly
12 optional for the tenant, and the tenant may choose to pay a full
13 security deposit rather than a fee in lieu of a security deposit;

14 (b) Not use a prospective tenant's choice to pay a fee in lieu of
15 a security deposit or a traditional security deposit as a criterion
16 in the determination of whether to approve an application for
17 occupancy;

18 (c) If choosing to offer the fee in lieu of a security deposit
19 option, offer it to every prospective tenant whose application for
20 occupancy has been approved, without further regard to income, race,

1 gender, disability, source of income, sexual orientation, immigration
2 status, size of household, or credit score;

3 (d) Allow any tenant that agrees to pay a fee in lieu of a
4 security deposit to opt out of the continuing fee in lieu of a
5 security deposit obligation upon full payment of the security deposit
6 that is listed in the disclosure form pursuant to (f)(ii) of this
7 subsection, and in the event the tenant seeks to pay a security
8 deposit, RCW 59.18.610 shall apply;

9 (e) Provide a written checklist to the tenant pursuant to RCW
10 59.18.260; and

11 (f)(i) Disclose to the tenant in writing:

12 (A) The terms of any insurance coverage purchased by the landlord
13 for landlord's losses associated with any unpaid amounts due from the
14 tenant to the landlord pursuant to the lease, including but not
15 limited to rent, fees, or unit damage in excess of wear resulting
16 from ordinary use of the premises, and including the amount of
17 exclusions or caps, if any, on coverage of any amounts due from the
18 tenant to the landlord pursuant to the lease; and

19 (B) If the insurance provider requires the landlord to first
20 attempt reimbursement from the tenant before filing a claim, that
21 payment of the fee in lieu of a security deposit does not preclude
22 the insurer or the landlord from proceeding against the tenant to
23 recover any unpaid amounts due to the landlord pursuant to the lease
24 and unpaid costs to repair damage to the property for which the
25 tenant is responsible pursuant to the lease but never to include any
26 sums for wear resulting from ordinary use of the premises, together
27 with reasonable attorneys' fees.

28 (ii) Such disclosures to the tenant must be in substantially the
29 following form:

30 **YOU MAY PAY A MONTHLY FEE INSTEAD OF A SECURITY DEPOSIT. This fee**
31 **is not a security deposit and will not be refunded when you move. By**
32 **paying this fee the landlord is permitting you to move into the**
33 **housing unit without paying a security deposit. If you do not make**
34 **all payments or you damage the premises beyond wear resulting from**
35 **its ordinary use, you may be required by the landlord, an insurance**
36 **company, or a debt collector to pay the unpaid amounts, including**
37 **costs of repairing the damages in excess of wear resulting from**
38 **ordinary use of the premises.**

1 Washington state law may allow you three different options:

2 (1) Paying the full security deposit upon signing the lease.

3 (2) If applicable, paying the full security deposit and other
4 move-in fees in up to three installments (see below for more detail).

5 ***some local laws provide for a longer period of time.*

6 (3) If offered by your landlord, paying a monthly deposit waiver
7 fee instead of a security deposit. If you choose this option, you
8 will not pay a security deposit or last month's rent in advance. Your
9 recurring monthly charge will be \$____ IN ADDITION to your monthly
10 rent payment, instead of a security deposit and/or last month's rent
11 in the amount of \$_____.

12 IF YOU CHOOSE TO PAY A MONTHLY DEPOSIT WAIVER FEE INSTEAD OF A
13 SECURITY DEPOSIT, HERE IS THE AMOUNT YOU WILL PAY OVER THE LEASE TERM
14 COMPARED TO THE ONE-TIME DEPOSIT PAYMENT:

15 Monthly Nonrefundable Deposit Waiver Fee:	One-time Refundable Security
16 Total cost of monthly fees over lease term:	Deposit: _____

17 In the event your tenancy terminates and you have not paid rent or
18 other amounts due pursuant to the lease, and you have not paid to
19 repair damages beyond wear resulting from ordinary use of the
20 premises, insurance coverage will pay your landlord up to:

21 \$_____ for any unpaid rent and fees, and

22 \$_____ for any damages.

23 Total coverage: \$_____

24 IMPORTANT: IF YOU CHOOSE TO PAY A RECURRING MONTHLY FEE INSTEAD
25 OF A SECURITY DEPOSIT:

26 (1) YOU ARE NOT AN INSURED PARTY UNDER THE INSURANCE POLICY
27 PURCHASED BY THE LANDLORD USING YOUR FEES;

28 (2) YOU ARE NOT A BENEFICIARY TO ANY INSURANCE COVERAGE OR ANY
29 INSURANCE BENEFITS UNDER THE INSURANCE POLICY THAT THE LANDLORD
30 PURCHASES USING YOUR FEES; AND

31 (3) YOU ARE STILL OBLIGATED TO PAY RENT AND ALL PAYMENTS REQUIRED
32 BY THE LEASE, INCLUDING COSTS TO REPAIR DAMAGES BEYOND WEAR
33 RESULTING FROM ORDINARY USE OF THE PREMISES.

1 The landlord may seek payment from you before filing any claims with
2 the insurance provider. If you fail to pay the landlord for unpaid
3 rent or other unpaid payments or the costs to repair damages beyond
4 wear resulting from ordinary use of the premises, and an insurer pays
5 the landlord instead, then the insurer may seek reimbursement from
6 you of its payments to the landlord.

7 If you choose to pay a recurring monthly fee instead of a
8 security deposit, then you are permitted at any time to pay the
9 landlord a security deposit in the amount of \$_____ and stop
10 paying the recurring fee beginning in the month following payment of
11 the security deposit.

12 (iii) The landlord shall provide the disclosure form to the
13 tenant with any lease and renewal that includes the option to pay a
14 fee instead of a security deposit.

15 (iv) The office of the attorney general shall make this form
16 available in the 12 most commonly spoken languages in Washington.

17 (2) Any fee in lieu of a security deposit:

18 (a) May be entirely or partially nonrefundable, so long as this
19 is disclosed in the lease and separately acknowledged by the tenant;

20 (b) Does not constitute rent as defined in RCW 59.18.030 and
21 failure to pay may not constitute a cause for eviction under any
22 grounds set forth in RCW 59.18.650, provided that nothing in this
23 section shall preclude the landlord from proceeding in a civil action
24 against, and the landlord shall have the right to proceed against, a
25 tenant to recover unpaid fees;

26 (c) Must be utilized by the landlord to purchase, from a lawful
27 insurer, coverage for landlord's losses associated with any unpaid
28 amounts due from the tenant to the landlord pursuant to the lease,
29 including but not limited to rent, fees, or unit damage in excess of
30 wear resulting from ordinary use of the premises, provided that a
31 landlord may not charge a fee that is more than the cost of obtaining
32 and administering such insurance;

33 (i) In the event the landlord fails to purchase or maintain the
34 insurance provided for in this subsection (2)(c), and if the tenant
35 pays the monthly fee as agreed, the landlord shall credit the total
36 insurance coverage stated in the disclosure to any indebtedness owed
37 by the tenant upon the tenant vacating the unit. However, if through
38 no fault of the landlord, the insurer is suddenly unable to do

1 business in Washington state or is otherwise incapable of fulfilling
2 its obligation, the landlord is not required to credit the insurance
3 coverage stated in the disclosure to any indebtedness owed by the
4 tenant upon the tenant vacating the unit.

5 (ii) The landlord may not discontinue or alter the terms of
6 insurance during the term of the rental agreement. However, if the
7 landlord decides to discontinue providing the option of paying a fee
8 in lieu of a security deposit, the landlord shall:

9 (A) Provide 60 days' notice to the tenant prior to end of term or
10 period;

11 (B) Reduce the deposit by the amount of a tenant's previous fee
12 payments in lieu of the deposit; and

13 (C) Offer the tenant an installment plan to pay any remaining
14 balance for the security deposit over three months;

15 (d) May be a recurring monthly fee, or payable upon any schedule
16 and in any amount that the landlord and tenant choose, provided that
17 the first month's fee is a nonrefundable fee as contemplated under
18 RCW 59.18.610; and

19 (e) Shall not be considered by a court, arbitrator, mediator, or
20 any other dispute resolution adjudicator to be a security deposit or
21 governed by state or local codes governing security deposits.

22 (3) (a) If an insurer compensates a landlord for a valid claim
23 associated with the landlord's losses pursuant to the lease,
24 including but not limited to rent, fees, or unit damage in excess of
25 wear resulting from ordinary use of the premises:

26 (i) The landlord may not seek reimbursement of the amounts from
27 the tenant that the insurer paid to the landlord;

28 (ii) In the event the insurer has subrogation rights, the insurer
29 may seek reimbursement from the tenant but only for the amounts paid
30 to the landlord that were owed by the tenant to the landlord pursuant
31 to the lease, and in no circumstances for amounts, if any, paid to
32 the landlord for repair of wear resulting from ordinary use of the
33 premises; and

34 (iii) The tenant is entitled to any defenses to payment against
35 the insurer as against the landlord, including any defenses under RCW
36 59.18.280 or other relevant laws.

37 (b) If the insurer or any other collector seeks reimbursement
38 from the tenant pursuant to any subrogation rights available to the
39 insurer, with any request for reimbursement, the party must provide

1 the tenant by first-class mail, and email if available, at the last
2 known address as provided by the landlord:

3 (i) All documentation or other evidence submitted by the landlord
4 for reimbursement by the insurer;

5 (ii) All documentation or evidence of repair costs that the
6 landlord submitted to the insurer;

7 (iii) A copy of the settled claim that documents payments made by
8 the insurer to the landlord; and

9 (iv) Information about how to contact the insurer or collector
10 seeking reimbursement to dispute any claim.

11 (c) If the tenant fails to pay a request by an insurer or
12 collector for reimbursement under this subsection, the party seeking
13 reimbursement may not commence collection activities against the
14 tenant less than 60 days after sending a request for reimbursement
15 and providing documentation as required under (b) of this subsection.
16 However, if the tenant has disputed the claim, the party seeking
17 reimbursement shall defer any collection activities for an additional
18 60 days to resolve the dispute.

19 (d) Except as provided in (e) of this subsection, the landlord
20 may not send an invoice to a tenant or undertake collection activity
21 against the tenant for any amounts after submitting a claim to the
22 insurer if:

23 (i) The insurer approved the claim;

24 (ii) The insurer denied the claim because it is not a loss
25 pursuant to the lease; or

26 (iii) The insurer denied the claim because the landlord submitted
27 insufficient documentation or proof to substantiate the claim.

28 (e) Notwithstanding (d) of this subsection, the landlord may
29 invoice the tenant and undertake collection activity against a tenant
30 for landlord's losses if the insurer denies the claim because the
31 loss is not covered pursuant to the insurance agreement, including if
32 the value of the loss exceeded the insurance coverage loss limit.

33 (4) Any judicial action or other collection activity by a
34 landlord to recover losses from a tenant who has paid a fee in lieu
35 of a security deposit and has vacated the dwelling unit, including
36 for unpaid rent, unpaid fees, or the costs of repairing damages in
37 excess of wear resulting from ordinary use of the premises, shall be
38 commenced within one year of the termination of the rental agreement
39 or the tenant's abandonment of the premises and shall otherwise
40 comply with the requirements in RCW 59.18.280 insofar as they relate

1 to documentation of damages, standards for damages beyond wear
2 resulting from ordinary use of the premises, or other standards of
3 proof required to make a claim against a deposit in RCW 59.18.280.

4 (a) Prior to undertaking collection activity for damages arising
5 out of the tenancy after a tenant who has paid a fee in lieu of a
6 security deposit vacates, the landlord must:

7 (i) Notify the tenant of the damages or any unpaid rent or fees
8 in a manner consistent with RCW 59.18.280 or other relevant law;

9 (ii) Forward to the tenant documentation substantiating the
10 damages; and

11 (iii) For the purposes of allowing ample time for the insurance
12 company to consider the landlord's insurance policy, including
13 coverage and sufficiency of the claims and documentation submitted,
14 including appeals, if any, of the insurer's claims decision, not
15 undertake any collection activity for any debt against the tenant
16 until 60 days after notifying the tenant and providing the
17 documentation pursuant to (a)(i) and (ii) of this subsection,
18 whichever is later.

19 (b) Where the tenant has opted into paying a fee in lieu of a
20 security deposit in subsection (1) of this section, the landlord
21 shall not undertake collection activities against the tenant unless
22 60 days have passed after the landlord has submitted a claim to the
23 insurer. However, nothing in this subsection (4)(b) shall be
24 construed to prohibit the landlord from sending an invoice to the
25 tenant before submitting a claim to the insurer.

26 (c) This subsection (4) shall not apply where the tenant opts out
27 of, or the landlord discontinues providing the option of, paying a
28 continuing fee in lieu of a security deposit during the tenancy and
29 the tenant provides full payment of a security deposit prior to the
30 termination of the rental agreement or the tenant's abandonment of
31 the premises.

32 (5) A landlord found in material violation of this act shall be
33 held liable to the tenant in a civil action up to two times the
34 monthly rent of the real property unit at issue, as well as court or
35 arbitration costs and reasonable attorneys' fees.

36 **Sec. 2.** RCW 59.18.030 and 2021 c 212 s 1 are each reenacted and
37 amended to read as follows:

38 As used in this chapter:

1 (1) "Active duty" means service authorized by the president of
2 the United States, the secretary of defense, or the governor for a
3 period of more than 30 consecutive days.

4 (2) "Certificate of inspection" means an unsworn statement,
5 declaration, verification, or certificate made in accordance with the
6 requirements of chapter 5.50 RCW by a qualified inspector that states
7 that the landlord has not failed to fulfill any substantial
8 obligation imposed under RCW 59.18.060 that endangers or impairs the
9 health or safety of a tenant, including (a) structural members that
10 are of insufficient size or strength to carry imposed loads with
11 safety, (b) exposure of the occupants to the weather, (c) plumbing
12 and sanitation defects that directly expose the occupants to the risk
13 of illness or injury, (d) not providing facilities adequate to supply
14 heat and water and hot water as reasonably required by the tenant,
15 (e) providing heating or ventilation systems that are not functional
16 or are hazardous, (f) defective, hazardous, or missing electrical
17 wiring or electrical service, (g) defective or hazardous exits that
18 increase the risk of injury to occupants, and (h) conditions that
19 increase the risk of fire.

20 (3) "Collection activity" means attempts by the landlord or other
21 third party to collect any monetary obligation or damages from the
22 tenant, including threats or notice to collect any such amounts
23 through a collection agency, filing of a judicial action, and
24 withholding any portion of a security deposit. It shall not include
25 the transmission of an invoice to the tenant by the landlord along
26 with any supporting detail of unpaid rent, unpaid fees or the costs
27 to repair damages beyond wear resulting from ordinary use of the
28 premises.

29 (4) "Commercially reasonable manner," with respect to a sale of a
30 deceased tenant's personal property, means a sale where every aspect
31 of the sale, including the method, manner, time, place, and other
32 terms, must be commercially reasonable. If commercially reasonable, a
33 landlord may sell the tenant's property by public or private
34 proceedings, by one or more contracts, as a unit or in parcels, and
35 at any time and place and on any terms.

36 ((4)) (5) "Comprehensive reusable tenant screening report"
37 means a tenant screening report prepared by a consumer reporting
38 agency at the direction of and paid for by the prospective tenant and
39 made available directly to a prospective landlord at no charge, which
40 contains all of the following: (a) A consumer credit report prepared

1 by a consumer reporting agency within the past 30 days; (b) the
2 prospective tenant's criminal history; (c) the prospective tenant's
3 eviction history; (d) an employment verification; and (e) the
4 prospective tenant's address and rental history.

5 ~~((5))~~ (6) "Criminal history" means a report containing or
6 summarizing (a) the prospective tenant's criminal convictions and
7 pending cases, the final disposition of which antedates the report by
8 no more than seven years, and (b) the results of a sex offender
9 registry and United States department of the treasury's office of
10 foreign assets control search, all based on at least seven years of
11 address history and alias information provided by the prospective
12 tenant or available in the consumer credit report.

13 ~~((6))~~ (7) "Designated person" means a person designated by the
14 tenant under RCW 59.18.590.

15 ~~((7))~~ (8) "Distressed home" has the same meaning as in RCW
16 61.34.020.

17 ~~((8))~~ (9) "Distressed home conveyance" has the same meaning as
18 in RCW 61.34.020.

19 ~~((9))~~ (10) "Distressed home purchaser" has the same meaning as
20 in RCW 61.34.020.

21 ~~((10))~~ (11) "Dwelling unit" is a structure or that part of a
22 structure which is used as a home, residence, or sleeping place by
23 one person or by two or more persons maintaining a common household,
24 including but not limited to single-family residences and units of
25 multiplexes, apartment buildings, and mobile homes.

26 ~~((11))~~ (12) "Eviction history" means a report containing or
27 summarizing the contents of any records of unlawful detainer actions
28 concerning the prospective tenant that are reportable in accordance
29 with state law, are lawful for landlords to consider, and are
30 obtained after a search based on at least seven years of address
31 history and alias information provided by the prospective tenant or
32 available in the consumer credit report.

33 ~~((12))~~ (13) "Gang" means a group that: (a) Consists of three or
34 more persons; (b) has identifiable leadership or an identifiable
35 name, sign, or symbol; and (c) on an ongoing basis, regularly
36 conspires and acts in concert mainly for criminal purposes.

37 ~~((13))~~ (14) "Gang-related activity" means any activity that
38 occurs within the gang or advances a gang purpose.

1 (~~(14)~~) (15) "Immediate family" includes state registered
2 domestic partner, spouse, parents, grandparents, children, including
3 foster children, siblings, and in-laws.

4 (~~(15)~~) (16) "In danger of foreclosure" means any of the
5 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 30 days delinquent on any loan that
11 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 (~~(16)~~) (17) "Landlord" means the owner, lessor, or sublessor of
27 the dwelling unit or the property of which it is a part, and in
28 addition means any person designated as representative of the owner,
29 lessor, or sublessor including, but not limited to, an agent, a
30 resident manager, or a designated property manager.

31 (~~(17)~~) (18) "Mortgage" is used in the general sense and
32 includes all instruments, including deeds of trust, that are used to
33 secure an obligation by an interest in real property.

34 (~~(18)~~) (19) "Orders" means written official military orders, or
35 any written notification, certification, or verification from the
36 service member's commanding officer, with respect to the service
37 member's current or future military status.

38 (~~(19)~~) (20) "Owner" means one or more persons, jointly or
39 severally, in whom is vested:

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

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

3 ~~((20))~~ (21) "Permanent change of station" means: (a) Transfer
4 to a unit located at another port or duty station; (b) change in a
5 unit's home port or permanent duty station; (c) call to active duty
6 for a period not less than 90 days; (d) separation; or (e)
7 retirement.

8 ~~((21))~~ (22) "Person" means an individual, group of individuals,
9 corporation, government, or governmental agency, business trust,
10 estate, trust, partnership, or association, two or more persons
11 having a joint or common interest, or any other legal or commercial
12 entity.

13 ~~((22))~~ (23) "Premises" means a dwelling unit, appurtenances
14 thereto, grounds, and facilities held out for the use of tenants
15 generally and any other area or facility which is held out for use by
16 the tenant.

17 ~~((23))~~ (24) "Property" or "rental property" means all dwelling
18 units on a contiguous quantity of land managed by the same landlord
19 as a single, rental complex.

20 ~~((24))~~ (25) "Prospective landlord" means a landlord or a person
21 who advertises, solicits, offers, or otherwise holds a dwelling unit
22 out as available for rent.

23 ~~((25))~~ (26) "Prospective tenant" means a tenant or a person who
24 has applied for residential housing that is governed under this
25 chapter.

26 ~~((26))~~ (27) "Qualified inspector" means a United States
27 department of housing and urban development certified inspector; a
28 Washington state licensed home inspector; an American society of home
29 inspectors certified inspector; a private inspector certified by the
30 national association of housing and redevelopment officials, the
31 American association of code enforcement, or other comparable
32 professional association as approved by the local municipality; a
33 municipal code enforcement officer; a Washington licensed structural
34 engineer; or a Washington licensed architect.

35 ~~((27))~~ (28) "Reasonable attorneys' fees," where authorized in
36 this chapter, means an amount to be determined including the
37 following factors: The time and labor required, the novelty and
38 difficulty of the questions involved, the skill requisite to perform
39 the legal service properly, the fee customarily charged in the
40 locality for similar legal services, the amount involved and the

1 results obtained, and the experience, reputation and ability of the
2 lawyer or lawyers performing the services.

3 ~~((28))~~ (29) "Reasonable manner," with respect to disposing of a
4 deceased tenant's personal property, means to dispose of the property
5 by donation to a not-for-profit charitable organization, by removal
6 of the property by a trash hauler or recycler, or by any other method
7 that is reasonable under the circumstances.

8 ~~((29))~~ (30) "Rent" or "rental amount" means recurring and
9 periodic charges identified in the rental agreement for the use and
10 occupancy of the premises, which may include charges for utilities.
11 Except as provided in RCW 59.18.283(3), these terms do not include
12 nonrecurring charges for costs incurred due to late payment, damages,
13 deposits, legal costs, or other fees, including attorneys' fees.

14 ~~((30))~~ (31) "Rental agreement" or "lease" means all agreements
15 which establish or modify the terms, conditions, rules, regulations,
16 or any other provisions concerning the use and occupancy of a
17 dwelling unit.

18 ~~((31))~~ (32) "Service member" means an active member of the
19 United States armed forces, a member of a military reserve component,
20 or a member of the national guard who is either stationed in or a
21 resident of Washington state.

22 ~~((32))~~ (33) A "single-family residence" is a structure
23 maintained and used as a single dwelling unit. Notwithstanding that a
24 dwelling unit shares one or more walls with another dwelling unit, it
25 shall be deemed a single-family residence if it has direct access to
26 a street and shares neither heating facilities nor hot water
27 equipment, nor any other essential facility or service, with any
28 other dwelling unit.

29 ~~((33))~~ (34) "Subsidized housing" refers to rental housing for
30 very low-income or low-income households that is a dwelling unit
31 operated directly by a public housing authority or its affiliate, or
32 that is insured, financed, or assisted in whole or in part through
33 one of the following sources:

34 (a) A federal program or state housing program administered by
35 the department of commerce or the Washington state housing finance
36 commission;

37 (b) A federal housing program administered by a city or county
38 government;

39 (c) An affordable housing levy authorized under RCW 84.52.105; or

1 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
2 any of the surcharges authorized in chapter 43.185C RCW.

3 (~~(34)~~) (35) A "tenant" is any person who is entitled to occupy
4 a dwelling unit primarily for living or dwelling purposes under a
5 rental agreement.

6 (~~(35)~~) (36) "Tenant representative" means:

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

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

14 (c) In the absence of a personal representative under (a) of this
15 subsection or a person claiming to be a successor under (b) of this
16 subsection, a designated person; or

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

24 (~~(36)~~) (37) "Tenant screening" means using a consumer report or
25 other information about a prospective tenant in deciding whether to
26 make or accept an offer for residential rental property to or from a
27 prospective tenant.

28 (~~(37)~~) (38) "Tenant screening report" means a consumer report
29 as defined in RCW 19.182.010 and any other information collected by a
30 tenant screening service.

31 (~~(38)~~) (39) "Transitional housing" means housing units owned,
32 operated, or managed by a nonprofit organization or governmental
33 entity in which supportive services are provided to individuals and
34 families that were formerly homeless, with the intent to stabilize
35 them and move them to permanent housing within a period of not more
36 than (~~twenty-four~~) 24 months, or longer if the program is limited
37 to tenants within a specified age range or the program is intended
38 for tenants in need of time to complete and transition from
39 educational or training or service programs.

1 (40) "Wear resulting from ordinary use of the premises" means
2 deterioration that results from the intended use of a dwelling unit,
3 including breakage or malfunction due to age or deteriorated
4 condition. Such wear does not include deterioration that results from
5 negligence, carelessness, accident, or abuse of the premises,
6 fixtures, equipment, appliances, or furnishings by the tenant,
7 immediate family member, occupant, or guest.

--- END ---