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**HOUSE BILL 2064**

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**State of Washington**

**67th Legislature**

**2022 Regular Session**

**By** Representatives Peterson, Simmons, Chopp, Lekanoff, and Taylor

Read first time 01/20/22. Referred to Committee on Housing, Human Services & Veterans.

1 AN ACT Relating to security deposits and damages arising out of  
2 residential tenancies; reenacting and amending RCW 59.18.030; adding  
3 a new section to chapter 59.18 RCW; and repealing RCW 59.18.080.

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 subsection (2) of  
7 this section, 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) Disclose to the tenant in writing:

12 (i) 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 (ii) 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 (2)(a) Every disclosure form to the tenant must be in  
29 substantially the 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 **ALTERNATIVE SECURITY DEPOSIT INSTALLMENT PLAN OPTION:**

13 **WASHINGTON STATE PERMITS TENANTS TO CHOOSE TO PAY SECURITY DEPOSITS**  
14 **AND OTHER MOVE-IN FEES OVER THREE MONTHS IN SOME CIRCUMSTANCES**

15 *To be filled out by landlord:*

- 16  the total security deposit and other nonrefundable fees are equal to or exceed 25% of the monthly rent; or  
17  the landlord is requesting last month's rent at the beginning of the tenancy  
18

19 ***FOR THE TENANT***

20 If your landlord has checked off any of the above, then you may choose to pay your move-in costs (deposit,  
21 nonrefundable fees, and last month's rent) over two or more months. Those costs total \$\_\_\_\_\_.

22  
23 If your lease is three months or more, you may pay all charges over three months, which would equal \$\_\_\_\_\_ per  
24 month on top of your monthly rent for three months until the charges are paid.

25  
26 If your lease is less than three months, you may pay all charges over two months, which would equal \$\_\_\_\_\_ per  
27 month on top of your monthly rent.

28  
29 *\*\*\*some Washington cities provide for more time to pay the amount or restrict the total amount. Please consult with*  
30 *washingtonlawhelp.org for more information.*

31 ***LOCAL LAW OPTION (to be filled out by landlord if applicable):***  
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33  
34  
35  
36  
37

1 (b) The landlord shall provide the disclosure form with any lease  
2 and renewal.

3 (c) The office of the attorney general shall make this form  
4 available in the 12 most commonly spoken languages in Washington.

5 (3) Any fee in lieu of a security deposit:

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

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

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

21 (i) In the event the landlord fails to purchase or maintain the  
22 insurance provided for in this subsection (3)(c), and if the tenant  
23 pays the monthly fee as agreed, the landlord shall credit the total  
24 insurance coverage stated in the disclosure to any indebtedness owed  
25 by the tenant upon the tenant vacating the unit.

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

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

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

34 (C) Offer the tenant an installment plan to pay any remaining  
35 balance for the security deposit over six months;

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

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

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

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

10 (ii) In the event the insurer has subrogation rights, the insurer  
11 may seek reimbursement from the tenant but only for the amounts paid  
12 to the landlord that were owed by the tenant to the landlord pursuant  
13 to the lease, and in no circumstances for amounts, if any, paid to  
14 the landlord for repair of wear resulting from ordinary use of the  
15 premises; and

16 (iii) The tenant is entitled to any defenses to payment against  
17 the insurer as against the landlord, including any defenses under RCW  
18 59.18.280 or other relevant laws.

19 (b) If the insurer or any other collector seeks reimbursement  
20 from the tenant pursuant to any subrogation rights available to the  
21 insurer, with any request for reimbursement, the party must provide  
22 the tenant by first-class mail and email at the last known address as  
23 provided by the landlord:

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

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

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

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

32 (c) If the tenant fails to pay a request by an insurer or  
33 collector for reimbursement under this subsection, the party seeking  
34 reimbursement may not commence collection activities against the  
35 tenant less than 60 days after sending a request for reimbursement  
36 and providing documentation as required under (b) of this subsection.  
37 However, if the tenant has disputed the claim, the party seeking  
38 reimbursement shall defer any collection activities for an additional  
39 60 days to resolve the dispute.

1 (d) The landlord may not send an invoice to a tenant or undertake  
2 collection activity against the tenant for any amounts after  
3 submitting a claim to the insurer if:

4 (i) The insurer approved the claim;

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

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

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

14 (5) Any judicial action or other collection activity by a  
15 landlord to recover losses from a tenant who has vacated the dwelling  
16 unit, including for unpaid rent, unpaid fees, or the costs of  
17 repairing damages in excess of wear resulting from ordinary use of  
18 the premises, shall be commenced within one year of the termination  
19 of the rental agreement or the tenant's abandonment of the premises  
20 and shall otherwise comply with the requirements in RCW 59.18.280  
21 insofar as they relate to documentation of damages, standards for  
22 damages beyond wear resulting from ordinary use of the premises, or  
23 other standards of proof required to make a claim against a deposit  
24 in RCW 59.18.280.

25 (a) Prior to undertaking collection activity for damages arising  
26 out of the tenancy after the tenant vacates, the landlord must:

27 (i) Notify the tenant of the damages or any unpaid rent or fees  
28 pursuant to RCW 59.18.280 or other relevant law;

29 (ii) Forward to the tenant documentation substantiating the  
30 damages; and

31 (iii) Not undertake any collection activity for any debt against  
32 the tenant until 60 days after notifying the tenant and providing the  
33 documentation pursuant to (9)(a)(i) and (ii) of this subsection,  
34 whichever is later.

35 (b) Where the tenant has opted into paying a fee in lieu of a  
36 security deposit in subsection (1) of this section, the landlord  
37 shall not undertake collection activities against the tenant unless  
38 60 days have passed after the landlord has submitted a claim to the  
39 insurer. However, nothing in this subsection (5)(b) shall be

1 construed to prohibit the landlord from sending an invoice to the  
2 tenant before submitting a claim to the insurer.

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

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

9 As used in this chapter:

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

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

29 (3) "Collection activity" means attempts by the landlord or other  
30 third party to collect any monetary obligation or damages from the  
31 tenant, including threats or notice to collect any such amounts  
32 through a collection agency, filing of a judicial action, and  
33 withholding any portion of a security deposit. It shall not include  
34 the transmission of an invoice to the tenant by the landlord along  
35 with any supporting detail of unpaid rent, unpaid fees or the costs  
36 to repair damages beyond wear resulting from ordinary use of the  
37 premises.

38 (4) "Commercially reasonable manner," with respect to a sale of a  
39 deceased tenant's personal property, means a sale where every aspect



1 of the sale, including the method, manner, time, place, and other  
2 terms, must be commercially reasonable. If commercially reasonable, a  
3 landlord may sell the tenant's property by public or private  
4 proceedings, by one or more contracts, as a unit or in parcels, and  
5 at any time and place and on any terms.

6 ~~((4))~~ (5) "Comprehensive reusable tenant screening report"  
7 means a tenant screening report prepared by a consumer reporting  
8 agency at the direction of and paid for by the prospective tenant and  
9 made available directly to a prospective landlord at no charge, which  
10 contains all of the following: (a) A consumer credit report prepared  
11 by a consumer reporting agency within the past 30 days; (b) the  
12 prospective tenant's criminal history; (c) the prospective tenant's  
13 eviction history; (d) an employment verification; and (e) the  
14 prospective tenant's address and rental history.

15 ~~((5))~~ (6) "Criminal history" means a report containing or  
16 summarizing (a) the prospective tenant's criminal convictions and  
17 pending cases, the final disposition of which antedates the report by  
18 no more than seven years, and (b) the results of a sex offender  
19 registry and United States department of the treasury's office of  
20 foreign assets control search, all based on at least seven years of  
21 address history and alias information provided by the prospective  
22 tenant or available in the consumer credit report.

23 ~~((6))~~ (7) "Designated person" means a person designated by the  
24 tenant under RCW 59.18.590.

25 ~~((7))~~ (8) "Distressed home" has the same meaning as in RCW  
26 61.34.020.

27 ~~((8))~~ (9) "Distressed home conveyance" has the same meaning as  
28 in RCW 61.34.020.

29 ~~((9))~~ (10) "Distressed home purchaser" has the same meaning as  
30 in RCW 61.34.020.

31 ~~((10))~~ (11) "Dwelling unit" is a structure or that part of a  
32 structure which is used as a home, residence, or sleeping place by  
33 one person or by two or more persons maintaining a common household,  
34 including but not limited to single-family residences and units of  
35 multiplexes, apartment buildings, and mobile homes.

36 ~~((11))~~ (12) "Eviction history" means a report containing or  
37 summarizing the contents of any records of unlawful detainer actions  
38 concerning the prospective tenant that are reportable in accordance  
39 with state law, are lawful for landlords to consider, and are  
40 obtained after a search based on at least seven years of address

1 history and alias information provided by the prospective tenant or  
2 available in the consumer credit report.

3 ~~((12))~~ (13) "Gang" means a group that: (a) Consists of three or  
4 more persons; (b) has identifiable leadership or an identifiable  
5 name, sign, or symbol; and (c) on an ongoing basis, regularly  
6 conspires and acts in concert mainly for criminal purposes.

7 ~~((13))~~ (14) "Gang-related activity" means any activity that  
8 occurs within the gang or advances a gang purpose.

9 ~~((14))~~ (15) "Immediate family" includes state registered  
10 domestic partner, spouse, parents, grandparents, children, including  
11 foster children, siblings, and in-laws.

12 ~~((15))~~ (16) "In danger of foreclosure" means any of the  
13 following:

14 (a) The homeowner has defaulted on the mortgage and, under the  
15 terms of the mortgage, the mortgagee has the right to accelerate full  
16 payment of the mortgage and repossess, sell, or cause to be sold the  
17 property;

18 (b) The homeowner is at least 30 days delinquent on any loan that  
19 is secured by the property; or

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

23 (i) The mortgagee;

24 (ii) A person licensed or required to be licensed under chapter  
25 19.134 RCW;

26 (iii) A person licensed or required to be licensed under chapter  
27 19.146 RCW;

28 (iv) A person licensed or required to be licensed under chapter  
29 18.85 RCW;

30 (v) An attorney-at-law;

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

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

34 ~~((16))~~ (17) "Landlord" means the owner, lessor, or sublessor of  
35 the dwelling unit or the property of which it is a part, and in  
36 addition means any person designated as representative of the owner,  
37 lessor, or sublessor including, but not limited to, an agent, a  
38 resident manager, or a designated property manager.

1       (~~(17)~~) (18) "Mortgage" is used in the general sense and  
2 includes all instruments, including deeds of trust, that are used to  
3 secure an obligation by an interest in real property.

4       (~~(18)~~) (19) "Orders" means written official military orders, or  
5 any written notification, certification, or verification from the  
6 service member's commanding officer, with respect to the service  
7 member's current or future military status.

8       (~~(19)~~) (20) "Owner" means one or more persons, jointly or  
9 severally, in whom is vested:

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

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

13       (~~(20)~~) (21) "Permanent change of station" means: (a) Transfer  
14 to a unit located at another port or duty station; (b) change in a  
15 unit's home port or permanent duty station; (c) call to active duty  
16 for a period not less than 90 days; (d) separation; or (e)  
17 retirement.

18       (~~(21)~~) (22) "Person" means an individual, group of individuals,  
19 corporation, government, or governmental agency, business trust,  
20 estate, trust, partnership, or association, two or more persons  
21 having a joint or common interest, or any other legal or commercial  
22 entity.

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

27       (~~(23)~~) (24) "Property" or "rental property" means all dwelling  
28 units on a contiguous quantity of land managed by the same landlord  
29 as a single, rental complex.

30       (~~(24)~~) (25) "Prospective landlord" means a landlord or a person  
31 who advertises, solicits, offers, or otherwise holds a dwelling unit  
32 out as available for rent.

33       (~~(25)~~) (26) "Prospective tenant" means a tenant or a person who  
34 has applied for residential housing that is governed under this  
35 chapter.

36       (~~(26)~~) (27) "Qualified inspector" means a United States  
37 department of housing and urban development certified inspector; a  
38 Washington state licensed home inspector; an American society of home  
39 inspectors certified inspector; a private inspector certified by the  
40 national association of housing and redevelopment officials, the

1 American association of code enforcement, or other comparable  
2 professional association as approved by the local municipality; a  
3 municipal code enforcement officer; a Washington licensed structural  
4 engineer; or a Washington licensed architect.

5 ~~((27))~~ (28) "Reasonable attorneys' fees," where authorized in  
6 this chapter, means an amount to be determined including the  
7 following factors: The time and labor required, the novelty and  
8 difficulty of the questions involved, the skill requisite to perform  
9 the legal service properly, the fee customarily charged in the  
10 locality for similar legal services, the amount involved and the  
11 results obtained, and the experience, reputation and ability of the  
12 lawyer or lawyers performing the services.

13 ~~((28))~~ (29) "Reasonable manner," with respect to disposing of a  
14 deceased tenant's personal property, means to dispose of the property  
15 by donation to a not-for-profit charitable organization, by removal  
16 of the property by a trash hauler or recycler, or by any other method  
17 that is reasonable under the circumstances.

18 ~~((29))~~ (30) "Rent" or "rental amount" means recurring and  
19 periodic charges identified in the rental agreement for the use and  
20 occupancy of the premises, which may include charges for utilities.  
21 Except as provided in RCW 59.18.283(3), these terms do not include  
22 nonrecurring charges for costs incurred due to late payment, damages,  
23 deposits, legal costs, or other fees, including attorneys' fees.

24 ~~((30))~~ (31) "Rental agreement" or "lease" means all agreements  
25 which establish or modify the terms, conditions, rules, regulations,  
26 or any other provisions concerning the use and occupancy of a  
27 dwelling unit.

28 ~~((31))~~ (32) "Service member" means an active member of the  
29 United States armed forces, a member of a military reserve component,  
30 or a member of the national guard who is either stationed in or a  
31 resident of Washington state.

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

39 ~~((33))~~ (34) "Subsidized housing" refers to rental housing for  
40 very low-income or low-income households that is a dwelling unit

1 operated directly by a public housing authority or its affiliate, or  
2 that is insured, financed, or assisted in whole or in part through  
3 one of the following sources:

4 (a) A federal program or state housing program administered by  
5 the department of commerce or the Washington state housing finance  
6 commission;

7 (b) A federal housing program administered by a city or county  
8 government;

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

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

12 ~~((34))~~ (35) A "tenant" is any person who is entitled to occupy  
13 a dwelling unit primarily for living or dwelling purposes under a  
14 rental agreement.

15 ~~((35))~~ (36) "Tenant representative" means:

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

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

23 (c) In the absence of a personal representative under (a) of this  
24 subsection or a person claiming to be a successor under (b) of this  
25 subsection, a designated person; or

26 (d) In the absence of a personal representative under (a) of this  
27 subsection, a person claiming to be a successor under (b) of this  
28 subsection, or a designated person under (c) of this subsection, any  
29 person who provides the landlord with reasonable evidence that he or  
30 she is a successor of the deceased tenant as defined in RCW  
31 11.62.005. The landlord has no obligation to identify all of the  
32 deceased tenant's successors.

33 ~~((36))~~ (37) "Tenant screening" means using a consumer report or  
34 other information about a prospective tenant in deciding whether to  
35 make or accept an offer for residential rental property to or from a  
36 prospective tenant.

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

1        (~~(38)~~) (39) "Transitional housing" means housing units owned,  
2 operated, or managed by a nonprofit organization or governmental  
3 entity in which supportive services are provided to individuals and  
4 families that were formerly homeless, with the intent to stabilize  
5 them and move them to permanent housing within a period of not more  
6 than (~~twenty-four~~) 24 months, or longer if the program is limited  
7 to tenants within a specified age range or the program is intended  
8 for tenants in need of time to complete and transition from  
9 educational or training or service programs.

10        (40) "Wear resulting from ordinary use of the premises" means  
11 deterioration that results from the intended use of a dwelling unit,  
12 including breakage or malfunction due to age or deteriorated  
13 condition. Such wear does not include deterioration that results from  
14 negligence, carelessness, accident, or abuse of the premises,  
15 fixtures, equipment, appliances, or furnishings by the tenant,  
16 immediate family member, occupant, or guest.

17        NEW SECTION.    **Sec. 3.**    RCW 59.18.080 (Payment of rent condition  
18 to exercising remedies—Exceptions) and 2010 c 8 s 19019 & 1973 1st  
19 ex.s. c 207 s 8 are each repealed.

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