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**SUBSTITUTE SENATE BILL 5749**

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**State of Washington**

**67th Legislature**

**2022 Regular Session**

**By** Senate Housing & Local Government (originally sponsored by Senators Trudeau, Salomon, Hasegawa, Nobles, and C. Wilson)

READ FIRST TIME 01/27/22.

1 AN ACT Relating to rent payments made by residential and  
2 manufactured housing community tenants; amending RCW 59.18.063,  
3 59.20.134, and 59.20.060; and reenacting and amending RCW 59.18.230.

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

5 **Sec. 1.** RCW 59.18.063 and 2020 c 315 s 3 are each amended to  
6 read as follows:

7 (1) A landlord must accept a personal check, cashier's check, or  
8 money order for any payment of rent made by a tenant. A landlord must  
9 also allow for the tenant to submit a rental payment by mail or at an  
10 accessible, on-site location.

11 (2) A landlord may refuse to accept cash for any payment of rent  
12 made by a tenant, but shall provide a receipt for any payment made by  
13 a tenant in the form of cash when the landlord accepts cash.

14 ~~((2))~~ (3) A landlord shall provide, upon the request of a  
15 tenant, a written receipt for any payments made by the tenant in a  
16 form other than cash.

17 **Sec. 2.** RCW 59.18.230 and 2021 c 212 s 5 and 2021 c 115 s 15 are  
18 each reenacted and amended to read as follows:

19 (1)(a) Any provision of a lease or other agreement, whether oral  
20 or written, whereby any section or subsection of this chapter is

1 waived except as provided in RCW 59.18.360 and shall be deemed  
2 against public policy and shall be unenforceable. Such  
3 unenforceability shall not affect other provisions of the agreement  
4 which can be given effect without them.

5 (b) Any agreement, whether oral or written, between a landlord  
6 and tenant, or their representatives, and entered into pursuant to an  
7 unlawful detainer action under this chapter that requires the tenant  
8 to pay any amount in violation of RCW 59.18.283 or the statutory  
9 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any  
10 rights of the tenant under RCW 59.18.410 or any other rights afforded  
11 under this chapter except as provided in RCW 59.18.360 is void and  
12 unenforceable. A landlord may not threaten a tenant with eviction for  
13 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

15 (a) Agrees to waive or to forgo rights or remedies under this  
16 chapter; or

17 (b) Authorizes any person to confess judgment on a claim arising  
18 out of the rental agreement; or

19 (c) Agrees to pay the landlord's attorneys' fees, except as  
20 authorized in this chapter; or

21 (d) Agrees to the exculpation or limitation of any liability of  
22 the landlord arising under law or to indemnify the landlord for that  
23 liability or the costs connected therewith; or

24 (e) And landlord have agreed to a particular arbitrator at the  
25 time the rental agreement is entered into; or

26 (f) Agrees to pay late fees for rent that is paid within five  
27 days following its due date. If rent is more than five days past due,  
28 the landlord may charge late fees commencing from the first day after  
29 the due date until paid. Nothing in this subsection prohibits a  
30 landlord from serving a notice to pay or vacate at any time after the  
31 rent becomes due; or

32 (g) Agrees to make rent payments through electronic means only.

33 (3) A provision prohibited by subsection (2) of this section  
34 included in a rental agreement is unenforceable. If a landlord  
35 knowingly uses a rental agreement containing provisions known by him  
36 or her to be prohibited, the tenant may recover actual damages  
37 sustained by him or her, statutory damages not to exceed two times  
38 the monthly rent charged for the unit, costs of suit, and reasonable  
39 attorneys' fees.

1 (4) The common law right of the landlord of distress for rent is  
2 hereby abolished for property covered by this chapter. Any provision  
3 in a rental agreement creating a lien upon the personal property of  
4 the tenant or authorizing a distress for rent is null and void and of  
5 no force and effect. Any landlord who takes or detains the personal  
6 property of a tenant without the specific written consent of the  
7 tenant to such incident of taking or detention, and who, after  
8 written demand by the tenant for the return of his or her personal  
9 property, refuses to return the same promptly shall be liable to the  
10 tenant for the value of the property retained, actual damages, and if  
11 the refusal is intentional, may also be liable for damages of up to  
12 \$500 per day but not to exceed \$5,000, for each day or part of a day  
13 that the tenant is deprived of his or her property. The prevailing  
14 party may recover his or her costs of suit and a reasonable  
15 attorneys' fee.

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

24 **Sec. 3.** RCW 59.20.134 and 2011 c 168 s 1 are each amended to  
25 read as follows:

26 (1) A landlord must accept a personal check, cashier's check, or  
27 money order for any payment of rent made by a tenant. A landlord must  
28 also allow for the tenant to submit a rental payment by mail or at an  
29 accessible, on-site location.

30 (2) A landlord shall provide a written receipt for any payment  
31 made by a tenant in the form of cash.

32 ((+2)) (3) A landlord shall provide, upon the request of a  
33 tenant, a written receipt for any payments made by the tenant in a  
34 form other than cash.

35 **Sec. 4.** RCW 59.20.060 and 2019 c 390 s 17 are each amended to  
36 read as follows:

1 (1) Any mobile home space tenancy regardless of the term, shall  
2 be based upon a written rental agreement, signed by the parties,  
3 which shall contain:

4 (a) The terms for the payment of rent, including time and place,  
5 and any additional charges to be paid by the tenant. Additional  
6 charges that occur less frequently than monthly shall be itemized in  
7 a billing to the tenant;

8 (b) Reasonable rules for guest parking which shall be clearly  
9 stated;

10 (c) The rules and regulations of the park;

11 (d) The name and address of the person who is the landlord, and  
12 if such person does not reside in the state there shall also be  
13 designated by name and address a person who resides in the county  
14 where the mobile home park is located who is authorized to act as  
15 agent for the purposes of service of notices and process. If no  
16 designation is made of a person to act as agent, then the person to  
17 whom rental payments are to be made shall be considered the agent;

18 (e) The name and address of any party who has a secured interest  
19 in the mobile home, manufactured home, or park model;

20 (f) A forwarding address of the tenant or the name and address of  
21 a person who would likely know the whereabouts of the tenant in the  
22 event of an emergency or an abandonment of the mobile home,  
23 manufactured home, or park model;

24 (g) (i) A covenant by the landlord that, except for acts or events  
25 beyond the control of the landlord, the mobile home park will not be  
26 converted to a land use that will prevent the space that is the  
27 subject of the lease from continuing to be used for its intended use  
28 for a period of three years after the beginning of the term of the  
29 rental agreement;

30 (ii) A rental agreement may, in the alternative, contain a  
31 statement that: "The park may be sold or otherwise transferred at any  
32 time with the result that subsequent owners may close the mobile home  
33 park, or that the landlord may close the park at any time after the  
34 required closure notice as provided in RCW 59.20.080." The covenant  
35 or statement required by this subsection must: (A) Appear in print  
36 that is in bold face and is larger than the other text of the rental  
37 agreement; (B) be set off by means of a box, blank space, or  
38 comparable visual device; and (C) be located directly above the  
39 tenant's signature on the rental agreement;

1 (h) A copy of a closure notice, as required in RCW 59.20.080, if  
2 such notice is in effect;

3 (i) The terms and conditions under which any deposit or portion  
4 thereof may be withheld by the landlord upon termination of the  
5 rental agreement if any moneys are paid to the landlord by the tenant  
6 as a deposit or as security for performance of the tenant's  
7 obligations in a rental agreement;

8 (j) A listing of the utilities, services, and facilities which  
9 will be available to the tenant during the tenancy and the nature of  
10 the fees, if any, to be charged together with a statement that, in  
11 the event any utilities are changed to be charged independent of the  
12 rent during the term of the rental agreement, the landlord agrees to  
13 decrease the amount of the rent charged proportionately;

14 (k) A written description, picture, plan, or map of the  
15 boundaries of a mobile home space sufficient to inform the tenant of  
16 the exact location of the tenant's space in relation to other  
17 tenants' spaces;

18 (l) A written description, picture, plan, or map of the location  
19 of the tenant's responsibility for utility hook-ups, consistent with  
20 RCW 59.20.130(6);

21 (m) A statement of the current zoning of the land on which the  
22 mobile home park is located;

23 (n) A statement of the expiration date of any conditional use,  
24 temporary use, or other land use permit subject to a fixed expiration  
25 date that is necessary for the continued use of the land as a mobile  
26 home park; and

27 (o) A written statement containing accurate historical  
28 information regarding the past five years' rental amount charged for  
29 the lot or space.

30 (2) Any rental agreement executed between the landlord and tenant  
31 shall not contain any provision:

32 (a) Which allows the landlord to charge a fee for guest parking  
33 unless a violation of the rules for guest parking occurs: PROVIDED,  
34 That a fee may be charged for guest parking which covers an extended  
35 period of time as defined in the rental agreement;

36 (b) Which authorizes the towing or impounding of a vehicle except  
37 upon notice to the owner thereof or the tenant whose guest is the  
38 owner of the vehicle;

39 (c) Which allows the landlord to alter the due date for rent  
40 payment or increase the rent: (i) During the term of the rental

1 agreement if the term is less than two years, or (ii) more frequently  
2 than annually if the initial term is for two years or more: PROVIDED,  
3 That a rental agreement may include an escalation clause for a pro  
4 rata share of any increase in the mobile home park's real property  
5 taxes or utility assessments or charges, over the base taxes or  
6 utility assessments or charges of the year in which the rental  
7 agreement took effect, if the clause also provides for a pro rata  
8 reduction in rent or other charges in the event of a reduction in  
9 real property taxes or utility assessments or charges, below the base  
10 year: PROVIDED FURTHER, That a rental agreement for a term exceeding  
11 two years may provide for annual increases in rent in specified  
12 amounts or by a formula specified in such agreement. Any rent  
13 increase authorized under this subsection (2)(c) that occurs within  
14 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be  
15 more than one percentage point above the United States consumer price  
16 index for all urban consumers, housing component, published by the  
17 United States bureau of labor statistics in the periodical "Monthly  
18 Labor Review and Handbook of Labor Statistics" as established  
19 annually by the department of commerce;

20 (d) By which the tenant agrees to waive or forego rights or  
21 remedies under this chapter;

22 (e) Allowing the landlord to charge an "entrance fee" or an "exit  
23 fee." However, an entrance fee may be charged as part of a continuing  
24 care contract as defined in RCW 70.38.025;

25 (f) Which allows the landlord to charge a fee for guests:  
26 PROVIDED, That a landlord may establish rules charging for guests who  
27 remain on the premises for more than fifteen days in any (~~sixty-~~  
28 ~~day~~) 60-day period;

29 (g) By which the tenant agrees to waive or forego homestead  
30 rights provided by chapter 6.13 RCW. This subsection shall not  
31 prohibit such waiver after a default in rent so long as such waiver  
32 is in writing signed by the husband and wife or by an unmarried  
33 claimant and in consideration of the landlord's agreement not to  
34 terminate the tenancy for a period of time specified in the waiver if  
35 the landlord would be otherwise entitled to terminate the tenancy  
36 under this chapter; (~~or~~)

37 (h) By which, at the time the rental agreement is entered into,  
38 the landlord and tenant agree to the selection of a particular  
39 arbitrator; or

1        (i) By which the tenant agrees to make rent payments through  
2 electronic means only.

3        (3) Any provision prohibited under this section that is included  
4 in a rental agreement is unenforceable.

--- **END** ---