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**SENATE BILL 5749**

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**State of Washington**

**67th Legislature**

**2022 Regular Session**

**By** Senators Trudeau, Salomon, Hasegawa, Nobles, and C. Wilson

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1 AN ACT Relating to rent payments made by residential tenants;  
2 amending RCW 59.18.063; and reenacting and amending RCW 59.18.230.

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

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

6 (1) A landlord must accept a personal check, cashier's check, or  
7 money order for any payment of rent made by a tenant.

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

11 ~~((2))~~ (3) A landlord shall provide, upon the request of a  
12 tenant, a written receipt for any payments made by the tenant in a  
13 form other than cash.

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

16 (1)(a) Any provision of a lease or other agreement, whether oral  
17 or written, whereby any section or subsection of this chapter is  
18 waived except as provided in RCW 59.18.360 and shall be deemed  
19 against public policy and shall be unenforceable. Such

1 unenforceability shall not affect other provisions of the agreement  
2 which can be given effect without them.

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

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

13 (a) Agrees to waive or to forgo rights or remedies under this  
14 chapter; or

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

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

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

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

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

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

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

38 (4) The common law right of the landlord of distress for rent is  
39 hereby abolished for property covered by this chapter. Any provision  
40 in a rental agreement creating a lien upon the personal property of

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

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

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