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**SENATE BILL 5899**

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**State of Washington 68th Legislature 2024 Regular Session**

**By** Senators Pedersen and Gildon

AN ACT Relating to adding to the list of provisions prohibited from rental agreements; and amending RCW 59.18.230.

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

**Sec.**  RCW 59.18.230 and 2022 c 95 s 2 are each amended to read as follows:

(1)(a) ((~~Any~~)) Except as provided in RCW 59.18.360, any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived ((~~except as provided in RCW 59.18.360 and~~)) shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.

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

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

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

(b) Agrees to waive or forgo any right to bring, join, or otherwise participate in or maintain any cause of action against the tenant's landlord or the landlord's representatives or agents including, but not limited to, class actions; or

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

((~~(c)~~)) (d) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter and awarded by a court pursuant to a judgment; or

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

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

((~~(f)~~)) (g) Agrees to arbitrate disputes, unless the landlord pays the entire cost of the arbitration and the agreement is notarized; or

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

((~~(g)~~)) (i) Agrees to make rent payments through electronic means only; or

(j) Is required to use and pay for nonessential services. Nothing prohibits a landlord from offering nonessential services, but tenants must be allowed to opt out of such services without a fee if they choose to not participate. For the purposes of this subsection (2)(j), "nonessential services" means a third-party service offered by the landlord to the tenant at the tenant's cost where a viable alternative is available at no cost, but does not include a duty required to be provided by a landlord pursuant to RCW 59.18.060 or utilities that are required by the lease agreement to be paid by the tenant.

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

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

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

**--- END ---**