

---

**SENATE BILL 5366**

---

**State of Washington**

**68th Legislature**

**2023 Regular Session**

**By** Senators Nguyen, Cleveland, Dhingra, Hasegawa, Hunt, Kuderer, Liiias, Lovelett, Randall, Saldaña, Stanford, Valdez, and C. Wilson; by request of Attorney General

Read first time 01/13/23. Referred to Committee on Environment, Energy & Technology.

1 AN ACT Relating to preventing utility shutoffs for nonpayment  
2 during extreme heat; amending RCW 54.16.285, 57.08.081, 80.28.010,  
3 87.03.015, 59.18.060, and 59.20.070; adding a new section to chapter  
4 23.86 RCW; adding a new section to chapter 24.06 RCW; adding a new  
5 section to chapter 35.21 RCW; and adding a new section to chapter  
6 70A.125 RCW.

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

8 NEW SECTION. **Sec. 1.** A new section is added to chapter 23.86  
9 RCW to read as follows:

10 (1) As used in this section, any locally regulated utility as  
11 defined by RCW 23.86.400 that owns or operates an electric utility  
12 may not effect, due to lack of payment, an involuntary termination of  
13 electric utility service to any residential users, including tenants  
14 of metered apartment buildings and residents of mobile homes:

15 (a) On a day when, the local weather forecast, as predicted by  
16 the national weather service, indicates that the weather in the area  
17 of the residential user's service address will include temperatures  
18 that exceed 90 degrees Fahrenheit;

19 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
20 higher; or

1 (c) On any day preceding a holiday or weekend when a forecast  
2 indicates that the temperature will be 90 degrees Fahrenheit or above  
3 during the holiday or weekend.

4 (2) A utility shall promptly contact affected customers and make  
5 reasonable attempts to reconnect service to an occupied dwelling that  
6 has been disconnected for lack of payment:

7 (a) On a day when, the local weather forecast, as predicted by  
8 the national weather service, indicates that the weather in the area  
9 of the residential user's service address will include temperatures  
10 that exceed 90 degrees Fahrenheit;

11 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
12 higher; or

13 (c) On any day preceding a holiday or weekend when a forecast  
14 indicates that the temperature will be 90 degrees Fahrenheit or above  
15 during the holiday or weekend.

16 (3) Upon expiration of the national weather service's forecast  
17 that the weather will exceed 90 degrees Fahrenheit, a utility that  
18 has reconnected service during extreme heat as provided in subsection  
19 (2) of this section may disconnect service to a property that was  
20 reconnected during this period without further notice if an  
21 appropriate payment arrangement has not been established.

22 (4) On an annual basis, each utility company with more than  
23 25,000 customers in Washington must submit a report to the department  
24 of commerce that includes the total number of disconnections that  
25 occurred on each day that exceeded 90 degrees Fahrenheit or higher,  
26 or on any day preceding a holiday or weekend when a forecast  
27 indicates that the temperature will be 90 degrees Fahrenheit or above  
28 during the holiday or weekend. Utilities with less than 25,000  
29 customers in Washington must provide similar information upon request  
30 by the department.

31 (a) Subject to availability, each utility company must provide  
32 any other information related to utility disconnections that is  
33 requested by the department.

34 (b) The information required in this subsection must be submitted  
35 in a form, timeline, and manner as prescribed by the department.

36 NEW SECTION. **Sec. 2.** A new section is added to chapter 24.06  
37 RCW to read as follows:

38 (1) As used in this section, any locally regulated utility as  
39 defined by RCW 24.06.600 that owns or operates an electric utility

1 may not effect, due to lack of payment, an involuntary termination of  
2 electric utility service to any residential users, including tenants  
3 of metered apartment buildings and residents of mobile homes:

4 (a) On a day when, the local weather forecast, as predicted by  
5 the national weather service, indicates that the weather in the area  
6 of the residential user's service address will include temperatures  
7 that exceed 90 degrees Fahrenheit;

8 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
9 higher; or

10 (c) On any day preceding a holiday or weekend when a forecast  
11 indicates that the temperature will be 90 degrees Fahrenheit or above  
12 during the holiday or weekend.

13 (2) A utility shall promptly contact affected customers and make  
14 reasonable attempts to reconnect service to an occupied dwelling that  
15 has been disconnected for lack of payment:

16 (a) On a day when, the local weather forecast, as predicted by  
17 the national weather service, indicates that the weather in the area  
18 of the residential user's service address will include temperatures  
19 that exceed 90 degrees Fahrenheit;

20 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
21 higher; or

22 (c) On any day preceding a holiday or weekend when a forecast  
23 indicates that the temperature will be 90 degrees Fahrenheit or above  
24 during the holiday or weekend.

25 (3) Upon expiration of the national weather service's forecast  
26 that the weather will exceed 90 degrees Fahrenheit, a utility that  
27 has reconnected service during extreme heat as provided in subsection  
28 (2) of this section may disconnect service to a property that was  
29 reconnected during this period without further notice if an  
30 appropriate payment arrangement has not been established.

31 (4) On an annual basis, each utility company with more than  
32 25,000 customers in Washington must submit a report to the department  
33 of commerce that includes the total number of disconnections that  
34 occurred on each day that exceeded 90 degrees Fahrenheit or higher,  
35 or on any day preceding a holiday or weekend when a forecast  
36 indicates that the temperature will be 90 degrees Fahrenheit or above  
37 during the holiday or weekend. Utilities with less than 25,000  
38 customers in Washington must provide similar information upon request  
39 by the department.

1 (a) Subject to availability, each utility company must provide  
2 any other information related to utility disconnections that is  
3 requested by the department.

4 (b) The information required in this subsection must be submitted  
5 in a form, timeline, and manner as prescribed by the department.

6 NEW SECTION. **Sec. 3.** A new section is added to chapter 35.21  
7 RCW to read as follows:

8 (1) A city or town, including a code city, that owns or operates  
9 an electric or water utility may not, due to lack of payment, effect  
10 an involuntary termination of utility service to any residential  
11 users, including tenants of metered apartment buildings and residents  
12 of mobile homes:

13 (a) On a day when, the local weather forecast, as predicted by  
14 the national weather service, indicates that the weather in the area  
15 of the residential user's service address will include temperatures  
16 that exceed 90 degrees Fahrenheit;

17 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
18 higher; or

19 (c) On any day preceding a holiday or weekend when a forecast  
20 indicates that the temperature will be 90 degrees Fahrenheit or above  
21 during the holiday or weekend.

22 (2) A utility shall promptly contact affected customers and make  
23 reasonable attempts to reconnect service to an occupied dwelling that  
24 has been disconnected for lack of payment:

25 (a) On a day when, the local weather forecast, as predicted by  
26 the national weather service, indicates that the weather in the area  
27 of the residential user's service address will include temperatures  
28 that exceed 90 degrees Fahrenheit;

29 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
30 higher; or

31 (c) On any day preceding a holiday or weekend when a forecast  
32 indicates that the temperature will be 90 degrees Fahrenheit or above  
33 during the holiday or weekend.

34 (3) Upon expiration of the national weather service's forecast  
35 that the weather will exceed 90 degrees Fahrenheit, a utility that  
36 has reconnected service during extreme heat as provided in subsection  
37 (2) of this section may disconnect service to a property that was  
38 reconnected during this period without further notice if an  
39 appropriate payment arrangement has not been established.

1 (4) On an annual basis, each utility company with more than  
2 25,000 electric customers or 2,500 water customers in Washington must  
3 submit a report to the department of commerce that includes the total  
4 number of disconnections that occurred on each day that exceeded 90  
5 degrees Fahrenheit or higher, or on any day preceding a holiday or  
6 weekend when a forecast indicates that the temperature will be 90  
7 degrees Fahrenheit or above during the holiday or weekend. Utilities  
8 with less than 25,000 electric customers or 2,500 water customers in  
9 Washington must provide similar information upon request by the  
10 department.

11 (a) Subject to availability, each utility company must provide  
12 any other information related to utility disconnections that is  
13 requested by the department.

14 (b) The information required in this subsection must be submitted  
15 in a form, timeline, and manner as prescribed by the department.

16 **Sec. 4.** RCW 54.16.285 and 1995 c 399 s 144 are each amended to  
17 read as follows:

18 (1) A district providing utility service for residential space  
19 heating shall not terminate such utility service between November 15  
20 through March 15 if the customer:

21 (a) Notifies the utility of the inability to pay the bill(~~(7~~  
22 ~~including a security deposit)~~). This notice should be provided within  
23 five business days of receiving a payment overdue notice unless there  
24 are extenuating circumstances. If the customer fails to notify the  
25 utility within five business days and service is terminated, the  
26 customer can, by (~~(paying reconnection charges, if any, and)~~)  
27 fulfilling the requirements of this section, receive the protections  
28 of this chapter;

29 (b) Provides self-certification of household income for the prior  
30 (~~(twelve)~~) 12 months to a grantee of the department of (~~(community,~~  
31 ~~trade, and economic development)~~) commerce which administers  
32 federally funded energy assistance programs. The grantee shall  
33 determine that the household income does not exceed the maximum  
34 allowed for eligibility under the state's plan for low-income energy  
35 assistance under 42 U.S.C. 8624 and shall provide a dollar figure  
36 that is seven percent of household income. The grantee may verify  
37 information provided in the self-certification;

38 (c) Has applied for home heating assistance from applicable  
39 government and private sector organizations and certifies that any

1 assistance received will be applied to the current bill and future  
2 utility bills;

3 (d) Has applied for low-income weatherization assistance to the  
4 utility or other appropriate agency if such assistance is available  
5 for the dwelling;

6 (e) Agrees to a payment plan and agrees to maintain the payment  
7 plan. The plan will be designed both to pay the past due bill by the  
8 following October 15 and to pay for continued utility service. If the  
9 past due bill is not paid by the following October 15, the customer  
10 shall not be eligible for protections under this chapter until the  
11 past due bill is paid. The plan shall not require monthly payments in  
12 excess of seven percent of the customer's monthly income plus one-  
13 twelfth of any arrearage accrued from the date application is made  
14 and thereafter during November 15 through March 15. A customer may  
15 agree to pay a higher percentage during this period, but shall not be  
16 in default unless payment during this period is less than seven  
17 percent of monthly income plus one-twelfth of any arrearage accrued  
18 from the date application is made and thereafter. If assistance  
19 payments are received by the customer subsequent to implementation of  
20 the plan, the customer shall contact the utility to reformulate the  
21 plan; and

22 (f) Agrees to pay the moneys owed even if (~~he or she moves,~~  
23 ~~(2-)~~) the customer moves.

24 (2) The utility shall:

25 (a) Include in any notice that an account is delinquent and that  
26 service may be subject to termination, a description of the  
27 customer's duties in this section;

28 (b) Assist the customer in fulfilling the requirements under this  
29 section;

30 (c) Be authorized to transfer an account to a new residence when  
31 a customer who has established a plan under this section moves from  
32 one residence to another within the same utility service area;

33 (d) Be permitted to disconnect service if the customer fails to  
34 honor the payment program except on the days indicated in subsection  
35 (5) of this section. Utilities may continue to disconnect service for  
36 those practices authorized by law other than for nonpayment as  
37 provided for in this section. Customers who qualify for payment plans  
38 under this section who default on their payment plans and are  
39 disconnected can be reconnected and maintain the protections afforded  
40 under this chapter by paying (~~reconnection charges, if any, and by~~

1 ~~paying~~) all amounts that would have been due and owing under the  
2 terms of the applicable payment plan, absent default, on the date on  
3 which service is reconnected; and

4 (e) Advise the customer in writing at the time it disconnects  
5 service that it will restore service if the customer contacts the  
6 utility and fulfills the other requirements of this section.

7 (3) All districts providing utility service for residential space  
8 heating shall offer residential customers the option of a budget  
9 billing or equal payment plan. The budget billing or equal payment  
10 plan shall be offered low-income customers eligible under the state's  
11 plan for low-income energy assistance prepared in accordance with 42  
12 U.S.C. 8624(C)(1) without limiting availability to certain months of  
13 the year, without regard to the length of time the customer has  
14 occupied the premises, and without regard to whether the customer is  
15 the tenant or owner of the premises occupied.

16 (4) An agreement between the customer and the utility, whether  
17 oral or written, shall not waive the protections afforded under this  
18 chapter.

19 (5) A district providing electric or water utility service to  
20 residential customers may not effect, due to lack of payment, an  
21 involuntary termination of utility service to any residential users,  
22 including tenants of metered apartment buildings and residents of  
23 mobile homes:

24 (a) On a day when, the local weather forecast, as predicted by  
25 the national weather service, indicates that the weather in the area  
26 of the residential user's service address will include temperatures  
27 that exceed 90 degrees Fahrenheit;

28 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
29 higher; or

30 (c) On any day preceding a holiday or weekend when a forecast  
31 indicates that the temperature will be 90 degrees Fahrenheit or above  
32 during the holiday or weekend.

33 (6) A district shall promptly contact affected customers and make  
34 reasonable attempts to reconnect service to an occupied dwelling that  
35 has been disconnected for lack of payment:

36 (a) On a day when, the local weather forecast, as predicted by  
37 the national weather service, indicates that the weather in the area  
38 of the residential user's service address will include temperatures  
39 that exceed 90 degrees Fahrenheit;

1 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
2 higher; or

3 (c) On any day preceding a holiday or weekend when a forecast  
4 indicates that the temperature will be 90 degrees Fahrenheit or above  
5 during the holiday or weekend.

6 (7) Upon expiration of the national weather service's forecast  
7 that the weather will exceed 90 degrees Fahrenheit, a district that  
8 has reconnected service during extreme heat as provided in subsection  
9 (6) of this section may disconnect service to a property that was  
10 reconnected during this period without further notice if an  
11 appropriate payment arrangement has not been established.

12 (8) On an annual basis, each district with more than 25,000  
13 electric customers or 2,500 water customers in Washington must submit  
14 a report to the department of commerce that includes the total number  
15 of disconnections that occurred on each day that exceeded 90 degrees  
16 Fahrenheit or higher, or on any day preceding a holiday or weekend  
17 when a forecast indicates that the temperature will be 90 degrees  
18 Fahrenheit or above during the holiday or weekend. Districts with  
19 less than 25,000 electric customers or 2,500 water customers in  
20 Washington must provide similar information upon request by the  
21 department.

22 (a) Subject to availability, each district must provide any other  
23 information related to utility disconnections that is requested by  
24 the department.

25 (b) The information required in this subsection must be submitted  
26 in a form, timeline, and manner as prescribed by the department.

27 **Sec. 5.** RCW 57.08.081 and 2003 c 394 s 6 are each amended to  
28 read as follows:

29 (1) Subject to RCW 57.08.005(~~(+6)~~) (7), the commissioners of any  
30 district shall provide for revenues by fixing rates and charges for  
31 furnishing sewer and drainage service and facilities to those to whom  
32 service is available or for providing water, such rates and charges  
33 to be fixed as deemed necessary by the commissioners, so that uniform  
34 charges will be made for the same class of customer or service and  
35 facility. Rates and charges may be combined for the furnishing of  
36 more than one type of sewer or drainage service and facilities.

37 (2) In classifying customers of such water, sewer, or drainage  
38 system, the board of commissioners may in its discretion consider any  
39 or all of the following factors: The difference in cost to various



1 customers; the location of the various customers within and without  
2 the district; the difference in cost of maintenance, operation,  
3 repair, and replacement of the various parts of the system; the  
4 different character of the service furnished various customers; the  
5 quantity and quality of the service and facility furnished; the time  
6 of its use; the achievement of water conservation goals and the  
7 discouragement of wasteful practices; capital contributions made to  
8 the system including but not limited to assessments; and any other  
9 matters which present a reasonable difference as a ground for  
10 distinction. Rates shall be established as deemed proper by the  
11 commissioners and as fixed by resolution and shall produce revenues  
12 sufficient to take care of the costs of maintenance and operation,  
13 revenue bond and warrant interest and principal amortization  
14 requirements, and all other charges necessary for efficient and  
15 proper operation of the system. Prior to furnishing services, a  
16 district may require a deposit to guarantee payment for services.  
17 However, failure to require a deposit does not affect the validity of  
18 any lien authorized by this section.

19 (3) The commissioners shall enforce collection of connection  
20 charges, and rates and charges for water supplied against property  
21 owners connecting with the system or receiving such water, and for  
22 sewer and drainage services charged against property to which and its  
23 owners to whom the service is available, such charges being deemed  
24 charges against the property served, by addition of penalties of not  
25 more than ten percent thereof in case of failure to pay the charges  
26 at times fixed by resolution. The commissioners may provide by  
27 resolution that where either connection charges or rates and charges  
28 for services supplied are delinquent for any specified period of  
29 time, the district shall certify the delinquencies to the auditor of  
30 the county in which the real property is located, and the charges and  
31 any penalties added thereto and interest thereon at the rate of not  
32 more than the prime lending rate of the district's bank plus four  
33 percentage points per year shall be a lien against the property upon  
34 which the service was received, subject only to the lien for general  
35 taxes.

36 (4) The district may, at any time after the connection charges or  
37 rates and charges for services supplied or available and penalties  
38 are delinquent for a period of (~~sixty~~) 60 days, bring suit in  
39 foreclosure by civil action in the superior court of the county in  
40 which the real property is located. The court may allow, in addition

1 to the costs and disbursements provided by statute, attorneys' fees,  
2 title search and report costs, and expenses as it adjudges  
3 reasonable. The action shall be in rem, and may be brought in the  
4 name of the district against an individual or against all of those  
5 who are delinquent in one action. The laws and rules of the court  
6 shall control as in other civil actions.

7 (5) In addition to the right to foreclose provided in this  
8 section, the district may also cut off all or part of the service  
9 after charges for water or sewer service supplied or available are  
10 delinquent for a period of (~~thirty~~) 30 days, except on the days  
11 indicated in subsection (8) of this section.

12 (6) A district may determine how to apply partial payments on  
13 past due accounts.

14 (7) A district may provide a real property owner or the owner's  
15 designee with duplicate bills for service to tenants, or may notify  
16 an owner or the owner's designee that a tenant's service account is  
17 delinquent. However, if an owner or the owner's designee notifies the  
18 district in writing that a property served by the district is a  
19 rental property, asks to be notified of a tenant's delinquency, and  
20 has provided, in writing, a complete and accurate mailing address,  
21 the district shall notify the owner or the owner's designee of a  
22 tenant's delinquency at the same time and in the same manner the  
23 district notifies the tenant of the tenant's delinquency or by mail.  
24 When a district provides a real property owner or the owner's  
25 designee with duplicates of tenant utility service bills or notice  
26 that a tenant's utility account is delinquent, the district shall  
27 notify the tenant that it is providing the duplicate bills or  
28 delinquency notice to the owner or the owner's designee. After  
29 January 1, 1999, if a district fails to notify the owner of a  
30 tenant's delinquency after receiving a written request to do so and  
31 after receiving the other information required by this subsection  
32 (7), the district shall have no lien against the premises for the  
33 tenant's delinquent and unpaid charges.

34 (8) A district providing water utility service to residential  
35 customers may not effect, due to lack of payment, an involuntary  
36 termination of utility service to any residential users, including  
37 tenants of metered apartment buildings and residents of mobile homes:

38 (a) On a day when, the local weather forecast, as predicted by  
39 the national weather service, indicates that the weather in the area

1 of the residential user's service address will include temperatures  
2 that exceed 90 degrees Fahrenheit;

3 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
4 higher; or

5 (c) On any day preceding a holiday or weekend when a forecast  
6 indicates that the temperature will be 90 degrees Fahrenheit or above  
7 during the holiday or weekend.

8 (9) A district shall promptly contact affected customers and make  
9 reasonable attempts to reconnect water service to an occupied  
10 dwelling that has been disconnected for lack of payment:

11 (a) On a day when, the local weather forecast, as predicted by  
12 the national weather service, indicates that the weather in the area  
13 of the residential user's service address will include temperatures  
14 that exceed 90 degrees Fahrenheit;

15 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
16 higher; or

17 (c) On any day preceding a holiday or weekend when a forecast  
18 indicates that the temperature will be 90 degrees Fahrenheit or above  
19 during the holiday or weekend.

20 (10) Upon expiration of the national weather service's forecast  
21 that the weather will exceed 90 degrees Fahrenheit, a district that  
22 has reconnected service during extreme heat as provided in subsection  
23 (9) of this section may disconnect service to a property that was  
24 reconnected during this period without further notice if an  
25 appropriate payment arrangement has not been established.

26 (11) On an annual basis, each district with more than 2,500 water  
27 customers in Washington must submit a report to the department of  
28 commerce that includes the total number of disconnections that  
29 occurred on each day that exceeded 90 degrees Fahrenheit or higher,  
30 or on any day preceding a holiday or weekend when a forecast  
31 indicates that the temperature will be 90 degrees Fahrenheit or above  
32 during the holiday or weekend. Utilities with less than 2,500 water  
33 customers in Washington must provide similar information upon request  
34 by the department.

35 (a) Subject to availability, each irrigation district must  
36 provide any other information related to utility disconnections that  
37 is requested by the department.

38 (b) The information required in this subsection must be submitted  
39 in a form, timeline, and manner as prescribed by the department.

1       **Sec. 6.** RCW 80.28.010 and 2011 c 214 s 11 are each amended to  
2 read as follows:

3       (1) All charges made, demanded or received by any gas company,  
4 electrical company, wastewater company, or water company for gas,  
5 electricity or water, or for any service rendered or to be rendered  
6 in connection therewith, shall be just, fair, reasonable and  
7 sufficient. Reasonable charges necessary to cover the cost of  
8 administering the collection of voluntary donations for the purposes  
9 of supporting the development and implementation of evergreen  
10 community management plans and ordinances under RCW 80.28.300 must be  
11 deemed as prudent and necessary for the operation of a utility.

12       (2) Every gas company, electrical company, wastewater company,  
13 and water company shall furnish and supply such service,  
14 instrumentalities and facilities as shall be safe, adequate and  
15 efficient, and in all respects just and reasonable.

16       (3) All rules and regulations issued by any gas company,  
17 electrical company, wastewater company, or water company, affecting  
18 or pertaining to the sale or distribution of its product or service,  
19 must be just and reasonable.

20       (4) Utility service for residential space heating shall not be  
21 terminated between November 15 through March 15 if the customer:

22       (a) Notifies the utility of the inability to pay the bill(~~(7~~  
23 ~~including a security deposit)~~). This notice should be provided within  
24 five business days of receiving a payment overdue notice unless there  
25 are extenuating circumstances. If the customer fails to notify the  
26 utility within five business days and service is terminated, the  
27 customer can, by (~~(paying reconnection charges, if any, and)~~)  
28 fulfilling the requirements of this section, receive the protections  
29 of this chapter;

30       (b) Provides self-certification of household income for the prior  
31 twelve months to a grantee of the department of commerce, which  
32 administers federally funded energy assistance programs. The grantee  
33 shall determine that the household income does not exceed the maximum  
34 allowed for eligibility under the state's plan for low-income energy  
35 assistance under 42 U.S.C. 8624 and shall provide a dollar figure  
36 that is seven percent of household income. The grantee may verify  
37 information provided in the self-certification;

38       (c) Has applied for home heating assistance from applicable  
39 government and private sector organizations and certifies that any

1 assistance received will be applied to the current bill and future  
2 utility bills;

3 (d) Has applied for low-income weatherization assistance to the  
4 utility or other appropriate agency if such assistance is available  
5 for the dwelling;

6 (e) Agrees to a payment plan and agrees to maintain the payment  
7 plan. The plan will be designed both to pay the past due bill by the  
8 following October 15th and to pay for continued utility service. If  
9 the past due bill is not paid by the following October 15, the  
10 customer is not eligible for protections under this chapter until the  
11 past due bill is paid. The plan may not require monthly payments in  
12 excess of seven percent of the customer's monthly income plus one-  
13 twelfth of any arrearage accrued from the date application is made  
14 and thereafter during November 15 through March 15. A customer may  
15 agree to pay a higher percentage during this period, but shall not be  
16 in default unless payment during this period is less than seven  
17 percent of monthly income plus one-twelfth of any arrearage accrued  
18 from the date application is made and thereafter. If assistance  
19 payments are received by the customer subsequent to implementation of  
20 the plan, the customer shall contact the utility to reformulate the  
21 plan; and

22 (f) Agrees to pay the moneys owed even if (~~he or she moves,~~  
23 ~~(5-)~~) the customer moves.

24 (5) The utility shall:

25 (a) Include in any notice that an account is delinquent and that  
26 service may be subject to termination, a description of the  
27 customer's duties in this section;

28 (b) Assist the customer in fulfilling the requirements under this  
29 section;

30 (c) Be authorized to transfer an account to a new residence when  
31 a customer who has established a plan under this section moves from  
32 one residence to another within the same utility service area;

33 (d) Be permitted to disconnect service if the customer fails to  
34 honor the payment program except on the days indicated in subsection  
35 (8) of this section. Utilities may continue to disconnect service for  
36 those practices authorized by law other than for nonpayment as  
37 provided for in this subsection. Customers who qualify for payment  
38 plans under this section who default on their payment plans and are  
39 disconnected can be reconnected and maintain the protections afforded  
40 under this chapter by paying (~~reconnection charges, if any, and by~~

1 ~~paying~~) all amounts that would have been due and owing under the  
2 terms of the applicable payment plan, absent default, on the date on  
3 which service is reconnected; and

4 (e) Advise the customer in writing at the time it disconnects  
5 service that it will restore service if the customer contacts the  
6 utility and fulfills the other requirements of this section.

7 (6) A payment plan implemented under this section is consistent  
8 with RCW 80.28.080.

9 (7) Every gas company and electrical company shall offer  
10 residential customers the option of a budget billing or equal payment  
11 plan. The budget billing or equal payment plan shall be offered low-  
12 income customers eligible under the state's plan for low-income  
13 energy assistance prepared in accordance with 42 U.S.C. 8624(C)(1)  
14 without limiting availability to certain months of the year, without  
15 regard to the length of time the customer has occupied the premises,  
16 and without regard to whether the customer is the tenant or owner of  
17 the premises occupied.

18 (8) A utility may not involuntarily terminate electric or water  
19 utility service due to lack of payment to any residential users,  
20 including tenants of metered apartment buildings and residents of  
21 mobile homes:

22 (a) On a day when the local weather forecast, as predicted by the  
23 national weather service, indicates that the weather in the area of  
24 the residential user's service address will include temperatures that  
25 exceed 90 degrees Fahrenheit;

26 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
27 higher; or

28 (c) On any day preceding a holiday or weekend when a forecast  
29 indicates that the temperature will be 90 degrees Fahrenheit or above  
30 during the holiday or weekend.

31 (9) In the event that a residential user has been disconnected  
32 for nonpayment and would be without service when the temperature will  
33 be 90 degrees Fahrenheit or higher, a utility shall promptly contact  
34 affected customers and make reasonable attempts to reconnect service  
35 to an occupied dwelling that has been disconnected. Upon expiration  
36 of the national weather service's forecast that the weather will  
37 exceed 90 degrees Fahrenheit, the utility may disconnect service to a  
38 property that was reconnected during this period without further  
39 notice if an appropriate payment arrangement has not been  
40 established.

1        (10) Every gas company, electrical company, wastewater company,  
2 and water company shall construct and maintain such facilities in  
3 connection with the manufacture and distribution of its product, or  
4 provision of its services, as will be efficient and safe to its  
5 employees and the public.

6        ~~((9))~~ (11) An agreement between the customer and the utility,  
7 whether oral or written, does not waive the protections afforded  
8 under this chapter.

9        ~~((10))~~ (12) In establishing rates or charges for water service,  
10 water companies as defined in RCW 80.04.010 may consider the  
11 achievement of water conservation goals and the discouragement of  
12 wasteful water use practices.

13        (13) On an annual basis, each utility company must submit a  
14 report to the commission that includes the total number of  
15 disconnections that occurred on each day, specifying whether the day  
16 exceeded 90 degrees Fahrenheit or higher, was a day preceding a  
17 holiday or weekend when a forecast indicates that the temperature  
18 will be 90 degrees Fahrenheit or above during the holiday or weekend,  
19 or was between November 15th and March 15th.

20        **Sec. 7.** RCW 87.03.015 and 2017 c 63 s 1 are each amended to read  
21 as follows:

22        Any irrigation district, operating and maintaining an irrigation  
23 system, in addition to other powers conferred by law, shall have  
24 authority:

25        (1) To purchase and sell electric power to the inhabitants of the  
26 irrigation district for the purposes of irrigation and domestic use;  
27 to finance, acquire, construct, own, and lease dams, canals, plants,  
28 transmission lines, and other power equipment and the necessary  
29 property and rights therefor and to operate, improve, repair, and  
30 maintain the same, for the generation and transmission of electrical  
31 energy for use in the operation of pumping plants and irrigation  
32 systems of the district and for sale to the inhabitants of the  
33 irrigation district for the purposes of irrigation and domestic use;  
34 and, as a further and separate grant of authority and in furtherance  
35 of a state purpose and policy of developing hydroelectric capability  
36 in connection with irrigation facilities, to construct, finance,  
37 acquire, own, lease, operate, improve, repair, and maintain, alone or  
38 jointly with other irrigation districts, boards of control, municipal  
39 or quasi-municipal corporations or cooperatives authorized to engage

1 in the business of distributing electricity, electrical companies  
2 subject to the jurisdiction of the utilities and transportation  
3 commission, private commercial or industrial entities that construct  
4 or operate electric power generation or transmission facilities, or  
5 private commercial or industrial entities that acquire electric power  
6 for their own use or resale, hydroelectric facilities including but  
7 not limited to dams, canals, plants, transmission lines, other power  
8 equipment, and the necessary property and rights therefor, located  
9 within or outside the district, for the purpose of utilizing for the  
10 generation of electricity, water power made available by and as a  
11 part of the irrigation water storage, conveyance, and distribution  
12 facilities, waste ways, and drainage water facilities which serve  
13 irrigation districts, and to sell any and all the electric energy  
14 generated at any such hydroelectric facilities or the irrigation  
15 district's share of such energy, to municipal or quasi-municipal  
16 corporations or cooperatives authorized to engage in the business of  
17 distributing electricity, electrical companies subject to the  
18 jurisdiction of the utilities and transportation commission, private  
19 commercial or industrial entities that acquire electric power for  
20 their own use or resale, or other irrigation districts, and on such  
21 terms and conditions as the board of directors shall determine. No  
22 contract entered into under this subsection by the board of directors  
23 of any irrigation district for the sale of electrical energy from  
24 such hydroelectric facility for a period longer than forty years from  
25 the date of commercial operation of such hydroelectric facility shall  
26 be binding on the district until ratified by a majority vote of the  
27 electors of the district at an election therein, called, held, and  
28 canvassed for that purpose in the same manner as that provided by law  
29 for district bond elections.

30 (2) To construct, repair, purchase, maintain, or lease a system  
31 for the sale or lease of water to the owners of irrigated lands  
32 within the district for domestic purposes.

33 (3) To construct, repair, purchase, lease, acquire, operate and  
34 maintain a system of drains, sanitary sewers, and sewage disposal or  
35 treatment plants as herein provided.

36 (4) To assume, as principal or guarantor, any indebtedness to the  
37 United States under the federal reclamation laws, on account of  
38 district lands.

39 (5) To maintain, repair, construct, and reconstruct ditches,  
40 laterals, pipe lines, and other water conduits used or to be used in



1 carrying water for irrigation of lands located within the boundaries  
2 of a city or town, or for the domestic use of the residents of a city  
3 or town where the owners of land within such city or town shall use  
4 such works to carry water to the boundaries of such city or town for  
5 irrigation, domestic, or other purposes within such city or town, and  
6 to charge to such city or town the pro rata proportion of the cost of  
7 such maintenance, repair, construction, and reconstruction work in  
8 proportion to the benefits received by the lands served and located  
9 within the boundaries of such city or town, and if such cost is not  
10 paid, then and in that event said irrigation district shall have the  
11 right to prevent further water deliveries through such works to the  
12 lands located within the boundaries of such city or town until such  
13 charges have been paid.

14 (6) To acquire, install, and maintain as a part of the irrigation  
15 district's water system the necessary water mains and fire hydrants  
16 to make water available for firefighting purposes; and in addition  
17 any such irrigation district shall have the authority to repair,  
18 operate, and maintain such hydrants and mains.

19 (7) To enter into contracts with other irrigation districts,  
20 boards of control, municipal or quasi-municipal corporations or  
21 cooperatives authorized to engage in the business of distributing  
22 electricity, electrical companies subject to the jurisdiction of the  
23 utilities and transportation commission, private commercial or  
24 industrial entities that construct or operate electric power  
25 generation or transmission facilities, or private commercial or  
26 industrial entities that acquire electric power for their own use or  
27 resale, to jointly finance, acquire, lease, construct, own, operate,  
28 improve, repair, and maintain irrigation water, domestic water,  
29 drainage and sewerage works, and electrical power works to the same  
30 extent as authorized by subsection (1) of this section, or portions  
31 of such works. If an irrigation district enters into a contract or  
32 agreement under this subsection to create a legal entity or  
33 undertaking with an investor-owned utility or a private commercial or  
34 industrial entity, that contract or agreement must provide that the  
35 irrigation district be severally liable only for its own acts and not  
36 jointly or severally liable for the acts, omissions, or obligations  
37 of an investor-owned utility or a private commercial or industrial  
38 entity. No money or property supplied by any irrigation district for  
39 the planning, financing, acquisition, construction, operation, or  
40 maintenance of any common facility may be credited or otherwise

1 applied to the account of any investor-owned utility or private  
2 commercial or industrial entity therein, nor may the undivided share  
3 of any irrigation district in any common facility be charged,  
4 directly or indirectly, with any debt or obligation of any investor-  
5 owned utility or private commercial or industrial entity or be  
6 subject to any lien as a result thereof. No action in connection with  
7 a common facility may be binding upon any irrigation district unless  
8 authorized or approved by resolution of its board.

9 (8) To acquire from a water-sewer district wholly within the  
10 irrigation district's boundaries, by a conveyance without cost, the  
11 water-sewer district's water system and to operate the same to  
12 provide water for the domestic use of the irrigation district  
13 residents. As a part of its acceptance of the conveyance the  
14 irrigation district must agree to relieve the water-sewer district of  
15 responsibility for maintenance and repair of the system. Any such  
16 water-sewer district is authorized to make such a conveyance if all  
17 indebtedness of the water-sewer district, except local improvement  
18 district bonds, has been paid and the conveyance has been approved by  
19 a majority of the water-sewer district's voters voting at a general  
20 or special election.

21 (9) To approve and condition placement of hydroelectric  
22 generation facilities by entities other than the district on water  
23 conveyance facilities operated or maintained by the district.

24 (10) An irrigation district providing electric or water utility  
25 service to residential customers may not effect, due to lack of  
26 payment, an involuntary termination of utility service to any  
27 residential users, including tenants of metered apartment buildings  
28 and residents of mobile homes:

29 (a) On a day when, the local weather forecast, as predicted by  
30 the national weather service, indicates that the weather in the area  
31 of the residential user's service address will include temperatures  
32 that exceed 90 degrees Fahrenheit;

33 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
34 higher; or

35 (c) On any day preceding a holiday or weekend when a forecast  
36 indicates that the temperature will be 90 degrees Fahrenheit or above  
37 during the holiday or weekend.

38 (11) An irrigation district shall promptly contact affected  
39 customers and make reasonable attempts to reconnect electric or water

1 service to an occupied dwelling that has been disconnected for lack  
2 of payment:

3 (a) On a day when, the local weather forecast, as predicted by  
4 the national weather service, indicates that the weather in the area  
5 of the residential user's service address will include temperatures  
6 that exceed 90 degrees Fahrenheit;

7 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
8 higher; or

9 (c) On any day preceding a holiday or weekend when a forecast  
10 indicates that the temperature will be 90 degrees Fahrenheit or above  
11 during the holiday or weekend.

12 (12) Upon expiration of the national weather service's forecast  
13 that the weather will exceed 90 degrees Fahrenheit, an irrigation  
14 district that has reconnected service during extreme heat as provided  
15 in subsection (11) of this section may disconnect service to a  
16 property that was reconnected during this period without further  
17 notice if an appropriate payment arrangement has not been  
18 established.

19 (13) On an annual basis, each irrigation district with more than  
20 25,000 electric customers or 2,500 water customers in Washington must  
21 submit a report to the department of commerce that includes the total  
22 number of disconnections that occurred on each day that exceeded 90  
23 degrees Fahrenheit or higher, or on any day preceding a holiday or  
24 weekend when a forecast indicates that the temperature will be 90  
25 degrees Fahrenheit or above during the holiday or weekend. Utilities  
26 with less than 25,000 electric customers or 2,500 water customers in  
27 Washington must provide similar information upon request by the  
28 department.

29 (a) Subject to availability, each irrigation district must  
30 provide any other information related to utility disconnections that  
31 is requested by the department.

32 (b) The information required in this subsection must be submitted  
33 in a form, timeline, and manner as prescribed by the department.

34 This section shall not be construed as in any manner abridging  
35 any other powers of an irrigation district conferred by law.

36 **Sec. 8.** RCW 59.18.060 and 2013 c 35 s 1 are each amended to read  
37 as follows:

38 The landlord will at all times during the tenancy keep the  
39 premises fit for human habitation, and shall in particular:

- 1 (1) Maintain the premises to substantially comply with any  
2 applicable code, statute, ordinance, or regulation governing their  
3 maintenance or operation, which the legislative body enacting the  
4 applicable code, statute, ordinance or regulation could enforce as to  
5 the premises rented if such condition endangers or impairs the health  
6 or safety of the tenant;
- 7 (2) Maintain the structural components including, but not limited  
8 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and  
9 all other structural components, in reasonably good repair so as to  
10 be usable;
- 11 (3) Keep any shared or common areas reasonably clean, sanitary,  
12 and safe from defects increasing the hazards of fire or accident;
- 13 (4) Provide a reasonable program for the control of infestation  
14 by insects, rodents, and other pests at the initiation of the tenancy  
15 and, except in the case of a single-family residence, control  
16 infestation during tenancy except where such infestation is caused by  
17 the tenant;
- 18 (5) Except where the condition is attributable to normal wear and  
19 tear, make repairs and arrangements necessary to put and keep the  
20 premises in as good condition as it by law or rental agreement should  
21 have been, at the commencement of the tenancy;
- 22 (6) Provide reasonably adequate locks and furnish keys to the  
23 tenant;
- 24 (7) Maintain and safeguard with reasonable care any master key or  
25 duplicate keys to the dwelling unit;
- 26 (8) Maintain all electrical, plumbing, heating, and other  
27 facilities and appliances supplied by him or her in reasonably good  
28 working order;
- 29 (9) Maintain the dwelling unit in reasonably weathertight  
30 condition;
- 31 (10) Except in the case of a single-family residence, provide and  
32 maintain appropriate receptacles in common areas for the removal of  
33 ashes, rubbish, and garbage, incidental to the occupancy and arrange  
34 for the reasonable and regular removal of such waste;
- 35 (11) Provide facilities adequate to supply heat and water and hot  
36 water as reasonably required by the tenant;
- 37 (a) Landlords may not effect an involuntary termination of  
38 electric utility or water service due to lack of payment to any  
39 residential tenants:

1 (i) On a day when, the local weather forecast, as predicted by  
2 the national weather service, indicates that the weather in the area  
3 of the residential tenant's service address will include temperatures  
4 that exceed 90 degrees Fahrenheit;

5 (ii) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit  
6 or higher; or

7 (iii) On any day preceding a holiday or weekend when a forecast  
8 indicates that the temperature will be 90 degrees Fahrenheit or above  
9 during the holiday or weekend.

10 (b) In the event that a residential tenant has been disconnected  
11 for nonpayment and would be without service when the temperature will  
12 be 90 degrees Fahrenheit or higher, the landlord shall promptly  
13 contact affected tenants and make reasonable attempts to reconnect  
14 service to an occupied dwelling that has been disconnected. Upon  
15 expiration of the national weather service's forecast that the  
16 weather will exceed 90 degrees Fahrenheit, the landlord may  
17 disconnect service to a property that was reconnected during this  
18 period without further notice if an appropriate payment arrangement  
19 has not been established;

20 (12)(a) Provide a written notice to all tenants disclosing fire  
21 safety and protection information. The landlord or his or her  
22 authorized agent must provide a written notice to the tenant that the  
23 dwelling unit is equipped with a smoke detection device as required  
24 in RCW 43.44.110. The notice shall inform the tenant of the tenant's  
25 responsibility to maintain the smoke detection device in proper  
26 operating condition and of penalties for failure to comply with the  
27 provisions of RCW 43.44.110(3). The notice must be signed by the  
28 landlord or the landlord's authorized agent and tenant with copies  
29 provided to both parties. Further, except with respect to a single-  
30 family residence, the written notice must also disclose the  
31 following:

32 (i) Whether the smoke detection device is hard-wired or battery  
33 operated;

34 (ii) Whether the building has a fire sprinkler system;

35 (iii) Whether the building has a fire alarm system;

36 (iv) Whether the building has a smoking policy, and what that  
37 policy is;

38 (v) Whether the building has an emergency notification plan for  
39 the occupants and, if so, provide a copy to the occupants;

1 (vi) Whether the building has an emergency relocation plan for  
2 the occupants and, if so, provide a copy to the occupants; and

3 (vii) Whether the building has an emergency evacuation plan for  
4 the occupants and, if so, provide a copy to the occupants.

5 (b) The information required under this subsection may be  
6 provided to a tenant in a multifamily residential building either as  
7 a written notice or as a checklist that discloses whether the  
8 building has fire safety and protection devices and systems. The  
9 checklist shall include a diagram showing the emergency evacuation  
10 routes for the occupants.

11 (c) The written notice or checklist must be provided to new  
12 tenants at the time the lease or rental agreement is signed;

13 (13) Provide tenants with information provided or approved by the  
14 department of health about the health hazards associated with  
15 exposure to indoor mold. Information may be provided in written  
16 format individually to each tenant, or may be posted in a visible,  
17 public location at the dwelling unit property. The information must  
18 detail how tenants can control mold growth in their dwelling units to  
19 minimize the health risks associated with indoor mold. Landlords may  
20 obtain the information from the department's website or, if requested  
21 by the landlord, the department must mail the information to the  
22 landlord in a printed format. When developing or changing the  
23 information, the department of health must include representatives of  
24 landlords in the development process. The information must be  
25 provided by the landlord to new tenants at the time the lease or  
26 rental agreement is signed;

27 (14) The landlord and his or her agents and employees are immune  
28 from civil liability for failure to comply with subsection (13) of  
29 this section except where the landlord and his or her agents and  
30 employees knowingly and intentionally do not comply with subsection  
31 (13) of this section; and

32 (15) Designate to the tenant the name and address of the person  
33 who is the landlord by a statement on the rental agreement or by a  
34 notice conspicuously posted on the premises. The tenant shall be  
35 notified immediately of any changes in writing, which must be either  
36 (a) delivered personally to the tenant or (b) mailed to the tenant  
37 and conspicuously posted on the premises. If the person designated in  
38 this section does not reside in the state where the premises are  
39 located, there shall also be designated a person who resides in the  
40 county who is authorized to act as an agent for the purposes of

1 service of notices and process, and if no designation is made of a  
2 person to act as agent, then the person to whom rental payments are  
3 to be made shall be considered such agent. Regardless of such  
4 designation, any owner who resides outside the state and who violates  
5 a provision of this chapter is deemed to have submitted himself or  
6 herself to the jurisdiction of the courts of this state and personal  
7 service of any process may be made on the owner outside the state  
8 with the same force and effect as personal service within the state.  
9 Any summons or process served out-of-state must contain the same  
10 information and be served in the same manner as personal service of  
11 summons or process served within the state, except the summons or  
12 process must require the party to appear and answer within (~~sixty~~)  
13 60 days after such personal service out of the state. In an action  
14 for a violation of this chapter that is filed under chapter 12.40  
15 RCW, service of the notice of claim outside the state must contain  
16 the same information and be served in the same manner as required  
17 under chapter 12.40 RCW, except the date on which the party is  
18 required to appear must not be less than (~~sixty~~) 60 days from the  
19 date of service of the notice of claim.

20 No duty shall devolve upon the landlord to repair a defective  
21 condition under this section, nor shall any defense or remedy be  
22 available to the tenant under this chapter, where the defective  
23 condition complained of was caused by the conduct of such tenant, his  
24 or her family, invitee, or other person acting under his or her  
25 control, or where a tenant unreasonably fails to allow the landlord  
26 access to the property for purposes of repair. When the duty imposed  
27 by subsection (1) of this section is incompatible with and greater  
28 than the duty imposed by any other provisions of this section, the  
29 landlord's duty shall be determined pursuant to subsection (1) of  
30 this section.

31 **Sec. 9.** RCW 59.20.070 and 2019 c 342 s 4 are each amended to  
32 read as follows:

33 A landlord shall not:

34 (1) Deny any tenant the right to sell such tenant's mobile home,  
35 manufactured home, or park model within a park, or prohibit, in any  
36 manner, any tenant from posting on the tenant's manufactured/mobile  
37 home or park model, or on the rented mobile home lot, a commercially  
38 reasonable "for sale" sign or any similar sign designed to advertise  
39 the sale of the manufactured/mobile home or park model. In addition,

1 a landlord shall not require the removal of the mobile home,  
2 manufactured home, or park model from the park because of the sale  
3 thereof. Requirements for the transfer of the rental agreement are in  
4 RCW 59.20.073. Nothing in this subsection prohibits a landlord from  
5 enforcing reasonable rules or restrictions regarding the placement of  
6 "for sale" signs on the tenant's manufactured/mobile home or park  
7 model, or on the rented mobile home lot, if (a) the main purpose of  
8 the rules or restrictions is to protect the safety of park tenants or  
9 residents and (b) the rules or restrictions comply with RCW  
10 59.20.045. The landlord may restrict the number of "for sale" signs  
11 on the lot to two and may restrict the size of the signs to conform  
12 to those in common use by home sale businesses;

13 (2) Restrict the tenant's freedom of choice in purchasing goods  
14 or services but may reserve the right to approve or disapprove any  
15 exterior structural improvements on a mobile home space: PROVIDED,  
16 That door-to-door solicitation in the mobile home park may be  
17 restricted in the rental agreement. Door-to-door solicitation does  
18 not include public officials, housing and low-income assistance  
19 organizations, or candidates for public office meeting or  
20 distributing information to tenants in accordance with subsection (3)  
21 or (4) of this section;

22 (3) Prohibit the distribution of information or meetings by  
23 tenants of the mobile home park to discuss mobile home living and  
24 affairs, including political caucuses or forums for or speeches of  
25 public officials or candidates for public office, meetings with  
26 housing and low-income assistance organizations, or meetings of  
27 organizations that represent the interest of tenants in the park,  
28 held in a tenant's home or any of the park community or recreation  
29 halls if these halls are open for the use of the tenants, conducted  
30 at reasonable times and in an orderly manner on the premises, nor  
31 penalize any tenant for participation in such activities;

32 (4) Prohibit a public official, housing and low-income assistance  
33 organization, or candidate for public office from meeting with or  
34 distributing information to tenants in their individual mobile homes,  
35 manufactured homes, or park models, nor penalize any tenant for  
36 participating in these meetings or receiving this information;

37 (5) Evict a tenant, terminate a rental agreement, decline to  
38 renew a rental agreement, increase rental or other tenant  
39 obligations, decrease services, or modify park rules in retaliation



1 for any of the following actions on the part of a tenant taken in  
2 good faith:

3 (a) Filing a complaint with any federal, state, county, or  
4 municipal governmental authority relating to any alleged violation by  
5 the landlord of an applicable statute, regulation, or ordinance;

6 (b) Requesting the landlord to comply with the provision of this  
7 chapter or other applicable statute, regulation, or ordinance of the  
8 state, county, or municipality;

9 (c) Filing suit against the landlord for any reason;

10 (d) Participation or membership in any homeowners association or  
11 group;

12 (6) Charge to any tenant a utility fee in excess of actual  
13 utility costs or intentionally cause termination or interruption of  
14 any tenant's utility services, including water, heat, electricity, or  
15 gas, except when an interruption of a reasonable duration is required  
16 to make necessary repairs;

17 (7)(a) Effect an involuntary termination of electric utility or  
18 water service due to lack of payment to any residential tenant:

19 (i) On a day when, the local weather forecast, as predicted by  
20 the national weather service, indicates that the weather in the area  
21 of the residential tenant's service address will include temperatures  
22 that exceed 90 degrees Fahrenheit;

23 (ii) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit  
24 or higher; or

25 (iii) On any day preceding a holiday or weekend when a forecast  
26 indicates that the temperature will be 90 degrees Fahrenheit or above  
27 during the holiday or weekend.

28 (b) In the event that a residential tenant has been disconnected  
29 for nonpayment and would be without service when the temperature will  
30 be 90 degrees Fahrenheit or higher, the landlord shall promptly  
31 contact affected tenants and make reasonable attempts to reconnect  
32 service to an occupied dwelling that has been disconnected. Upon  
33 expiration of the national weather service's forecast that the  
34 weather will exceed 90 degrees Fahrenheit, the landlord may  
35 disconnect service to the mobile home lot that was reconnected during  
36 this period without further notice if an appropriate payment  
37 arrangement has not been established.

38 (8) Remove or exclude a tenant from the premises unless this  
39 chapter is complied with or the exclusion or removal is under an  
40 appropriate court order; or

1       (~~(8)~~) (9) Prevent the entry or require the removal of a mobile  
2 home, manufactured home, or park model for the sole reason that the  
3 mobile home has reached a certain age. Nothing in this subsection  
4 shall limit a landlord's right to exclude or expel a mobile home,  
5 manufactured home, or park model for any other reason, including but  
6 not limited to, failure to comply with fire, safety, and other  
7 provisions of local ordinances and state laws relating to mobile  
8 homes, manufactured homes, and park models, as long as the action  
9 conforms to this chapter or any other relevant statutory provision.

10       NEW SECTION.   **Sec. 10.** A new section is added to chapter 70A.125  
11 RCW to read as follows:

12       (1) There is created a civil cause of action for any city or  
13 town, including a code city, water district, or water company in  
14 accordance with chapter 35.13A RCW for involuntary termination for  
15 nonpayment of water service to any residential users, including  
16 tenants of metered apartment buildings and residents of mobile homes:

17       (a) On a day when, the local weather forecast, as predicted by  
18 the national weather service, indicates that the weather in the area  
19 of the customer's service address will include temperatures that  
20 exceed 90 degrees Fahrenheit;

21       (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or  
22 higher; or

23       (c) On any day preceding a holiday or weekend when a forecast  
24 indicates that the temperature will be 90 degrees Fahrenheit or above  
25 during the holiday or weekend.

26       (2) A water provider shall promptly contact affected customers  
27 and make reasonable attempts to reconnect service to an occupied  
28 dwelling that has been disconnected for lack of payment and would be  
29 without service when the temperature will be 90 degrees Fahrenheit or  
30 higher.

31       (3) Upon expiration of the national weather service's forecast  
32 that the weather will exceed 90 degrees Fahrenheit, a utility that  
33 has reconnected service during extreme heat as provided in subsection  
34 (2) of this section may disconnect service to a property that was  
35 reconnected during this period without further notice if an  
36 appropriate payment arrangement has not been established.

37       (4) A person who is subject to involuntary termination of their  
38 residential water service for nonpayment under these weather  
39 conditions may file an action in superior court for recovery of

1 damages and the costs of the suit, including reasonable investigative  
2 and attorneys' fees and costs.

3 (5) Upon finding a violation of this section, in addition to the  
4 remedies described in this section, individuals can seek an amount  
5 not to exceed \$1,000 per violation per day or actual damages,  
6 whichever is greater, injunctive relief, reasonable attorneys' fees,  
7 and any other relief that the court determines appropriate.

--- END ---