
SUBSTITUTE HOUSE BILL 1656

State of Washington

66th Legislature

2019 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Macri, Jinkins, Shewmake, Robinson, Doglio, Ryu, Morgan, Goodman, Cody, Orwall, Slatter, Thai, Reeves, Appleton, Dolan, Bergquist, Peterson, Pollet, Gregerson, Frame, and Davis)

1 AN ACT Relating to protecting tenants in residential tenancies;
2 amending RCW 61.24.060, 59.18.250, 59.18.230, and 59.18.280;
3 reenacting and amending RCW 59.18.030; adding new sections to chapter
4 59.18 RCW; creating a new section; and prescribing penalties.

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

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

7 (a) There is a housing crisis in Washington state that is
8 worsened by the absence of a state law prohibiting a landlord from
9 evicting a tenant without cause.

10 (b) The state's prolonged affordable housing crisis
11 disproportionately impacts low-income and working class persons and
12 families, people of color, women, immigrants, seniors, and the LGBTQ
13 community. These communities are disproportionately impacted by no
14 cause eviction and displacement, creating residential segregation in
15 our communities.

16 (c) Renters, who constitute a large percentage of the residents
17 of Washington, suffer great and serious hardship when forced to move
18 from their homes. No cause evictions have a negative, destabilizing
19 impact on the peace, health, and safety of renters and their
20 families.

1 (d) Studies have shown that women, especially women of color, are
2 disproportionately impacted by evictions. The presence of children in
3 a household increases the likelihood of eviction, even though
4 discrimination based on family status is illegal under federal law.
5 Without cause eviction protection, preventing discriminatory eviction
6 practices is impossible.

7 (e) Renters deserve access to safe and healthy housing, but many
8 renters in our state live in substandard rentals. Cause eviction
9 protection allows renters to raise concerns with the habitability of
10 a rental without the fear of retaliation in the form of a no cause
11 eviction.

12 (f) Displacement through eviction uproots children from schools,
13 disrupting the social ties and networks that are integral to
14 residents' welfare and the stability of communities within
15 Washington. Studies have shown students who have moved multiple times
16 are more likely to have poorer grades in reading and math, and have a
17 higher risk of dropping out of school, thus impacting the state's
18 economy.

19 (g) Displacement through eviction creates undue hardship for
20 renters with low incomes through additional relocation costs, stress
21 and anxiety, and the threat of homelessness due to the lack of
22 alternative housing.

23 (h) Basic fairness requires that a landlord must not terminate
24 the tenancy of a residential tenant without good, just, nonarbitrary,
25 nondiscriminatory reasons.

26 (2) The legislature further finds that the cause eviction
27 protections enacted in other states such as New Jersey and New
28 Hampshire have aided community stability and reduced problems
29 associated with arbitrary disruption of stable households.

30 (3) The legislature, therefore, concludes that the general
31 welfare of all residents of Washington would be enhanced if no cause
32 evictions were prohibited, and declares its intention to create long-
33 term housing stability among all renters in Washington through cause
34 eviction protections.

35 **Sec. 2.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and
36 amended to read as follows:

37 As used in this chapter:

38 (1) "Certificate of inspection" means an unsworn statement,
39 declaration, verification, or certificate made in accordance with the

1 requirements of RCW 9A.72.085 by a qualified inspector that states
2 that the landlord has not failed to fulfill any substantial
3 obligation imposed under RCW 59.18.060 that endangers or impairs the
4 health or safety of a tenant, including (a) structural members that
5 are of insufficient size or strength to carry imposed loads with
6 safety, (b) exposure of the occupants to the weather, (c) plumbing
7 and sanitation defects that directly expose the occupants to the risk
8 of illness or injury, (d) not providing facilities adequate to supply
9 heat and water and hot water as reasonably required by the tenant,
10 (e) providing heating or ventilation systems that are not functional
11 or are hazardous, (f) defective, hazardous, or missing electrical
12 wiring or electrical service, (g) defective or hazardous exits that
13 increase the risk of injury to occupants, and (h) conditions that
14 increase the risk of fire.

15 (2) "Commercially reasonable manner," with respect to a sale of a
16 deceased tenant's personal property, means a sale where every aspect
17 of the sale, including the method, manner, time, place, and other
18 terms, must be commercially reasonable. If commercially reasonable, a
19 landlord may sell the tenant's property by public or private
20 proceedings, by one or more contracts, as a unit or in parcels, and
21 at any time and place and on any terms.

22 (3) "Comprehensive reusable tenant screening report" means a
23 tenant screening report prepared by a consumer reporting agency at
24 the direction of and paid for by the prospective tenant and made
25 available directly to a prospective landlord at no charge, which
26 contains all of the following: (a) A consumer credit report prepared
27 by a consumer reporting agency within the past thirty days; (b) the
28 prospective tenant's criminal history; (c) the prospective tenant's
29 eviction history; (d) an employment verification; and (e) the
30 prospective tenant's address and rental history.

31 (4) "Criminal history" means a report containing or summarizing
32 (a) the prospective tenant's criminal convictions and pending cases,
33 the final disposition of which antedates the report by no more than
34 seven years, and (b) the results of a sex offender registry and
35 United States department of the treasury's office of foreign assets
36 control search, all based on at least seven years of address history
37 and alias information provided by the prospective tenant or available
38 in the consumer credit report.

39 (5) "Designated person" means a person designated by the tenant
40 under RCW 59.18.590.

1 (6) "Distressed home" has the same meaning as in RCW 61.34.020.
2 (7) "Distressed home conveyance" has the same meaning as in RCW
3 61.34.020.
4 (8) "Distressed home purchaser" has the same meaning as in RCW
5 61.34.020.
6 (9) "Dwelling unit" is a structure or that part of a structure
7 which is used as a home, residence, or sleeping place by one person
8 or by two or more persons maintaining a common household, including
9 but not limited to single-family residences and units of multiplexes,
10 apartment buildings, and mobile homes.
11 (10) "Eviction history" means a report containing or summarizing
12 the contents of any records of unlawful detainer actions concerning
13 the prospective tenant that are reportable in accordance with state
14 law, are lawful for landlords to consider, and are obtained after a
15 search based on at least seven years of address history and alias
16 information provided by the prospective tenant or available in the
17 consumer credit report.
18 (11) "Gang" means a group that: (a) Consists of three or more
19 persons; (b) has identifiable leadership or an identifiable name,
20 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
21 acts in concert mainly for criminal purposes.
22 (12) "Gang-related activity" means any activity that occurs
23 within the gang or advances a gang purpose.
24 (13) "Immediate family" includes domestic partner, spouse,
25 parents, grandparents, children, siblings, or in-laws.
26 (14) "In danger of foreclosure" means any of the following:
27 (a) The homeowner has defaulted on the mortgage and, under the
28 terms of the mortgage, the mortgagee has the right to accelerate full
29 payment of the mortgage and repossess, sell, or cause to be sold the
30 property;
31 (b) The homeowner is at least thirty days delinquent on any loan
32 that is secured by the property; or
33 (c) The homeowner has a good faith belief that he or she is
34 likely to default on the mortgage within the upcoming four months due
35 to a lack of funds, and the homeowner has reported this belief to:
36 (i) The mortgagee;
37 (ii) A person licensed or required to be licensed under chapter
38 19.134 RCW;
39 (iii) A person licensed or required to be licensed under chapter
40 19.146 RCW;

1 (iv) A person licensed or required to be licensed under chapter
2 18.85 RCW;

3 (v) An attorney-at-law;

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

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

7 ~~((14))~~ (15) "Landlord" means the owner, lessor, or sublessor of
8 the dwelling unit or the property of which it is a part, and in
9 addition means any person designated as representative of the owner,
10 lessor, or sublessor including, but not limited to, an agent, a
11 resident manager, or a designated property manager.

12 ~~((15))~~ (16) "Mortgage" is used in the general sense and
13 includes all instruments, including deeds of trust, that are used to
14 secure an obligation by an interest in real property.

15 ~~((16))~~ (17) "Normal wear and tear resulting from ordinary use
16 of the premises" means deterioration that results from the intended
17 use of a dwelling unit, including breakage or malfunction due to age
18 or deteriorated condition. Such wear does not include deterioration
19 that results from negligence, carelessness, accident, or abuse of the
20 unit, fixtures, equipment, or other tangible personal property of the
21 landlord by the tenant or the tenant's guests.

22 (18) "Owner" means one or more persons, jointly or severally, in
23 whom is vested:

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

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

27 ~~((17))~~ (19) "Person" means an individual, group of individuals,
28 corporation, government, or governmental agency, business trust,
29 estate, trust, partnership, or association, two or more persons
30 having a joint or common interest, or any other legal or commercial
31 entity.

32 ~~((18))~~ (20) "Premises" means a dwelling unit, appurtenances
33 thereto, grounds, and facilities held out for the use of tenants
34 generally and any other area or facility which is held out for use by
35 the tenant.

36 ~~((19))~~ (21) "Property" or "rental property" means all dwelling
37 units on a contiguous quantity of land managed by the same landlord
38 as a single, rental complex.

1 ~~((20))~~ (22) "Prospective landlord" means a landlord or a person
2 who advertises, solicits, offers, or otherwise holds a dwelling unit
3 out as available for rent.

4 ~~((21))~~ (23) "Prospective tenant" means a tenant or a person who
5 has applied for residential housing that is governed under this
6 chapter.

7 ~~((22))~~ (24) "Qualified inspector" means a United States
8 department of housing and urban development certified inspector; a
9 Washington state licensed home inspector; an American society of home
10 inspectors certified inspector; a private inspector certified by the
11 national association of housing and redevelopment officials, the
12 American association of code enforcement, or other comparable
13 professional association as approved by the local municipality; a
14 municipal code enforcement officer; a Washington licensed structural
15 engineer; or a Washington licensed architect.

16 ~~((23))~~ (25) "Reasonable attorneys' fees," where authorized in
17 this chapter, means an amount to be determined including the
18 following factors: The time and labor required, the novelty and
19 difficulty of the questions involved, the skill requisite to perform
20 the legal service properly, the fee customarily charged in the
21 locality for similar legal services, the amount involved and the
22 results obtained, and the experience, reputation and ability of the
23 lawyer or lawyers performing the services.

24 ~~((24))~~ (26) "Reasonable manner," with respect to disposing of a
25 deceased tenant's personal property, means to dispose of the property
26 by donation to a not-for-profit charitable organization, by removal
27 of the property by a trash hauler or recycler, or by any other method
28 that is reasonable under the circumstances.

29 ~~((25))~~ (27) "Rent" or "rental amount" means consideration for
30 use and occupancy of the premises. These terms do not include charges
31 for costs incurred due to late fees, damages, utilities, deposits,
32 legal costs, or other fees, including attorneys' fees.

33 (28) "Rental agreement" means all agreements which establish or
34 modify the terms, conditions, rules, regulations, or any other
35 provisions concerning the use and occupancy of a dwelling unit.

36 ~~((26))~~ (29) A "single-family residence" is a structure
37 maintained and used as a single dwelling unit. Notwithstanding that a
38 dwelling unit shares one or more walls with another dwelling unit, it
39 shall be deemed a single-family residence if it has direct access to
40 a street and shares neither heating facilities nor hot water

1 equipment, nor any other essential facility or service, with any
2 other dwelling unit.

3 ~~((27))~~ (30) "Subsidized program" refers to housing in receipt
4 of government-sponsored assistance aimed towards alleviating housing
5 costs and expenses for impoverished people with low to moderate
6 incomes.

7 (31) A "tenant" is any person who is entitled to occupy a
8 dwelling unit primarily for living or dwelling purposes under a
9 rental agreement.

10 ~~((28))~~ (32) "Tenant representative" means:

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

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

18 (c) In the absence of a personal representative under (a) of this
19 subsection or a person claiming to be a successor under (b) of this
20 subsection, a designated person; or

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

28 ~~((29))~~ (33) "Tenant screening" means using a consumer report or
29 other information about a prospective tenant in deciding whether to
30 make or accept an offer for residential rental property to or from a
31 prospective tenant.

32 ~~((30))~~ (34) "Tenant screening report" means a consumer report
33 as defined in RCW 19.182.010 and any other information collected by a
34 tenant screening service.

35 (35) "Transitional housing" means housing units owned, operated,
36 or managed by a nonprofit organization or governmental entity in
37 which supportive services are provided to individuals and families
38 that were formerly homeless, with the intent to stabilize them and
39 move them to permanent housing within a period of not more than
40 twenty-four months.

1 NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18
2 RCW to read as follows:

3 (1) A landlord may not evict, refuse to renew, or terminate any
4 tenancy subject to this chapter except for the following causes
5 enumerated herein. The following reasons for termination of tenancy
6 listed in this subsection, and no others, constitute cause under this
7 chapter:

8 (a) The tenant continues in possession in person or by subtenant
9 after a default in the payment of rent, and after written notice
10 requiring, in the alternative, the payment of the rent or the
11 surrender of the detained premises has remained uncomplied with for
12 the period of fourteen days after service of the notice. The written
13 notice may be served at any time after the rent becomes due;

14 (b) The tenant continues in possession after substantial breach
15 of a program requirement of a subsidized program or material term
16 subscribed by the tenant within the original lease or rental
17 agreement, other than one for monetary damages, and after the
18 landlord has served written notice specifying the acts or omissions
19 constituting the breach and requiring, in the alternative, that the
20 breach be remedied or the rental agreement will terminate, and the
21 breach has not been adequately remedied by the date specified in the
22 notice, which date shall be at least fourteen days after service of
23 the notice; except that, if the remedy cannot be completed by the
24 date specified, but is commenced within that time period and is
25 pursued in good faith to completion within a reasonable time, the
26 rental agreement may not terminate by reason of the breach;

27 (c) The tenant continues in possession after having received
28 three days' written notice to quit due to an ongoing, substantial
29 interference with the use and enjoyment of the premises;

30 (d) The tenant continues in possession after the owner of a
31 residential building in good faith seeks possession so that the owner
32 or his or her immediate family may occupy the unit as that person's
33 principal residence and no substantially equivalent unit is vacant
34 and available to house the owner or his or her immediate family in
35 the same building, and the owner has given at least ninety days'
36 advance written notice of the date the tenant's possession is to end.
37 There is a rebuttable presumption that the owner did not act in good
38 faith if the owner or immediate family fails to occupy the unit as a
39 principal residence for at least sixty consecutive days during the
40 ninety days immediately after the tenant vacated the unit pursuant to

1 a notice of termination or eviction using this subsection (1)(d) as
2 the cause for eviction;

3 (e) The tenant continues in possession after the owner elects to
4 withdraw the premises from the rental market, including to pursue a
5 conversion pursuant to RCW 64.34.440, and after the owner has given
6 at least one hundred twenty days' advance written notice of the date
7 the tenant's possession is to end;

8 (f) The tenant continues in possession of the premises after the
9 landlord serves the tenant by one hundred twenty days' advance
10 written notice with plans to substantially rehabilitate or demolish
11 the dwelling. A notice under this subsection (1)(f) must include
12 approvals and plans from the local jurisdictions for the
13 rehabilitation project in accordance with local law;

14 (g) The tenant continues in possession, after the landlord has
15 served thirty days' advance written notice that: (i) The premises has
16 been certified or condemned as uninhabitable by a local agency
17 charged with the authority to issue such an order; (ii) continued
18 habitation of the premises would subject the landlord to civil or
19 criminal penalties; and (iii) it is economically unfeasible to
20 restore the premises to a habitable condition. However, if the terms
21 of the local agency's order do not allow the landlord to provide
22 thirty days' advance written notice, the landlord shall provide as
23 much advance written notice as is possible and still comply with the
24 order;

25 (h) The tenant continues in possession after an owner or lessor,
26 with whom the tenant shares access to a common kitchen or bathroom
27 area, has served a twenty-day notice to quit or vacate prior to the
28 end of term of the rental agreement, month, or period;

29 (i) The tenant continues in possession after the expiration of a
30 rental agreement without signing a proposed new rental agreement
31 proffered by the landlord; provided, that the landlord proffered the
32 proposed new rental agreement at least thirty and no more than ninety
33 days prior to the expiration of the current rental agreement and that
34 any new terms and conditions of the proposed new rental agreement are
35 reasonable. This subsection (1)(i) shall not apply to tenants whose
36 tenancies are or have become month-to-month;

37 (j) The tenant continues in possession after having received a
38 twenty-day notice to quit due to chronic, harmful, and unjustified
39 failure to pay rent;

1 (k) The tenant continues in possession after having received a
2 twenty-day notice to quit for other good cause, including legitimate
3 economic or business reasons.

4 (2) This section shall not apply to tenants residing in
5 transitional housing.

6 (3)(a) This section shall apply to the following persons related
7 to the tenant provided such persons have coresided with the tenant
8 for six months prior to the tenant permanently vacating the unit:
9 Husband; wife; son; daughter; stepson; stepdaughter; father; mother;
10 stepfather; stepmother; brother; sister; grandfather; grandmother;
11 grandson; granddaughter; father-in-law; mother-in-law; son-in-law;
12 daughter-in-law; uncle; aunt; niece; nephew; or any other person who
13 can prove emotional and financial commitment, and interdependence
14 with the tenant.

15 (b) The owner shall not unreasonably withhold approval of anyone
16 listed in (a) of this subsection so as to prevent such person from
17 coresiding in the unit with the tenant's permission, and shall
18 approve or disapprove on the same basis that the landlord approves or
19 disapproves of any new tenant. However, nothing herein shall prevent
20 an owner from denying an application to occupy the unit where it
21 would violate applicable occupancy standards as set forth by state or
22 local law.

23 (c) This subsection (3) shall not apply to tenants residing in
24 subsidized housing.

25 (4) A landlord acting in bad faith in violation of this section
26 shall be held liable in a civil action up to four and one-half times
27 the monthly rent of the real property at issue, as well as court
28 costs and reasonable attorneys' fees.

29 (5) Nothing in subsection (1)(d), (e), or (f) of this section
30 permits a landlord to terminate a fixed term tenancy before the
31 completion of the term.

32 (6) All written notices required under subsection (1) of this
33 section must be served in a manner consistent with RCW 59.12.040.

34 NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18
35 RCW to read as follows:

36 Under this chapter:

37 (1) A landlord must first apply any payment made by a tenant
38 toward rent, as that term is defined in RCW 59.18.030, before

1 applying any payment toward late fees, damages, utilities, deposits,
2 legal costs, or other fees, including attorneys' fees.

3 (2) Continued tenancy or relief from forfeiture may not be
4 conditioned on a tenant's payment or satisfaction of any monetary
5 amount other than rent. However, this does not foreclose a landlord
6 from pursuing other lawful remedies to collect late payments,
7 damages, legal costs, or other fees, including attorneys' fees.

8 (3) A landlord may not unreasonably restrict the ability of a
9 tenant to have an immediate family member or members reside with the
10 tenant. Nothing in this subsection shall be construed as invalidating
11 or impairing the operation of, or the right of, a landlord to
12 restrict occupancy in order to comply with federal, state, or local
13 laws, regulations, ordinances, or codes.

14 **Sec. 5.** RCW 61.24.060 and 2009 c 292 s 10 are each amended to
15 read as follows:

16 (1) The purchaser at the trustee's sale shall be entitled to
17 possession of the property on the twentieth day following the sale,
18 as against the borrower and grantor under the deed of trust and
19 anyone having an interest junior to the deed of trust, including
20 occupants who are not tenants, who were given all of the notices to
21 which they were entitled under this chapter. The purchaser shall also
22 have a right to the summary proceedings to obtain possession of real
23 property provided in chapter 59.12 RCW; except that protections
24 afforded to a tenant or an occupant pursuant to chapter 59.18 RCW
25 shall survive such sale.

26 (2) If the trustee elected to foreclose the interest of any
27 occupant or tenant, the purchaser of tenant-occupied property at the
28 trustee's sale shall provide written notice to the occupants and
29 tenants at the property purchased in substantially the following
30 form:

31 "NOTICE: The property located at was purchased at a
32 trustee's sale by on (date).

33 1. If you are the previous owner or an occupant who is not a
34 tenant of the property that was purchased, pursuant to RCW 61.24.060,
35 the purchaser at the trustee's sale is entitled to possession of the
36 property on (date), which is the twentieth day following
37 the sale.

1 2. If you are a tenant or subtenant in possession of the property
2 that was purchased, pursuant to RCW 61.24.146, the purchaser at the
3 trustee's sale may either give you a new rental agreement OR give you
4 a written notice to vacate the property in sixty days or more before
5 the end of the monthly rental period."

6 (3) The notice required in subsection (2) of this section must be
7 given to the property's occupants and tenants by both first-class
8 mail and either certified or registered mail, return receipt
9 requested.

10 **Sec. 6.** RCW 59.18.250 and 2010 c 8 s 19026 are each amended to
11 read as follows:

12 Initiation by the landlord of any action listed in RCW 59.18.240
13 within ninety days after a good faith and lawful act by the tenant as
14 enumerated in RCW 59.18.240, or within ninety days after any
15 inspection or proceeding of a governmental agency resulting from such
16 act, shall create a rebuttable presumption affecting the burden of
17 proof, that the action is a reprisal or retaliatory action against
18 the tenant: (~~PROVIDED, That if at the time the landlord gives notice
19 of termination of tenancy pursuant to chapter 59.12 RCW the tenant is
20 in arrears in rent or in breach of any other lease or rental
21 obligation, there is a rebuttable presumption affecting the burden of
22 proof that the landlord's action is neither a reprisal nor
23 retaliatory action against the tenant:~~) PROVIDED ((FURTHER)), That
24 if the court finds that the tenant made a complaint or report to a
25 governmental authority within ninety days after notice of a proposed
26 increase in rent or other action in good faith by the landlord, there
27 is a rebuttable presumption that the complaint or report was not made
28 in good faith: PROVIDED FURTHER, That no presumption against the
29 landlord shall arise under this section, with respect to an increase
30 in rent, if the landlord, in a notice to the tenant of increase in
31 rent, specifies reasonable grounds for said increase, which grounds
32 may include a substantial increase in market value due to remedial
33 action under this chapter: PROVIDED FURTHER, That the presumption of
34 retaliation, with respect to an eviction, may be rebutted by evidence
35 that it is not practical to make necessary repairs while the tenant
36 remains in occupancy. In any action or eviction proceeding where the
37 tenant prevails upon his or her claim or defense that the landlord
38 has violated this section, the tenant shall be entitled to recover

1 his or her costs of suit or arbitration, including a reasonable
2 attorney's fee, and where the landlord prevails upon his or her claim
3 he or she shall be entitled to recover his or her costs of suit or
4 arbitration, including a reasonable (~~attorney's~~) attorneys' fee(~~(+~~
5 ~~PROVIDED FURTHER, That neither party may recover attorney's fees to~~
6 ~~the extent that their legal services are provided at no cost to~~
7 ~~them)~~).

8 **Sec. 7.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to
9 read as follows:

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

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

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

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

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

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

26 (e) And landlord have agreed to a particular arbitrator at the
27 time the rental agreement is entered into.

28 (3) A provision prohibited by subsection (2) of this section
29 included in a rental agreement is unenforceable. If a landlord
30 deliberately uses a rental agreement containing provisions known by
31 him or her to be prohibited, the tenant may recover actual damages
32 sustained by him or her, statutory damages not to exceed (~~five~~
33 ~~hundred dollars~~) one month's rent or treble actual damages,
34 whichever is greater, costs of suit, and reasonable attorneys' fees.

35 (4) The common law right of the landlord of distress for rent is
36 hereby abolished for property covered by this chapter. Any provision
37 in a rental agreement creating a lien upon the personal property of
38 the tenant or authorizing a distress for rent is null and void and of
39 no force and effect. Any landlord who takes or detains the personal

1 property of a tenant without the specific written consent of the
2 tenant to such incident of taking or detention, and who, after
3 written demand by the tenant for the return of his or her personal
4 property, refuses to return the same promptly shall be liable to the
5 tenant for the value of the property retained, actual damages, and if
6 the refusal is intentional, may also be liable for damages of up to
7 five hundred dollars per day but not to exceed five thousand dollars,
8 for each day or part of a day that the tenant is deprived of his or
9 her property. The prevailing party may recover his or her costs of
10 suit and a reasonable attorneys' fee.

11 In any action, including actions pursuant to chapters 7.64 or
12 12.28 RCW, brought by a tenant or other person to recover possession
13 of his or her personal property taken or detained by a landlord in
14 violation of this section, the court, upon motion and after notice to
15 the opposing parties, may waive or reduce any bond requirements where
16 it appears to be to the satisfaction of the court that the moving
17 party is proceeding in good faith and has, prima facie, a meritorious
18 claim for immediate delivery or redelivery of said property.

19 **Sec. 8.** RCW 59.18.280 and 2016 c 66 s 4 are each amended to read
20 as follows:

21 (1) Within twenty-one days after the termination of the rental
22 agreement and vacation of the premises or, if the tenant abandons the
23 premises as defined in RCW 59.18.310, within twenty-one days after
24 the landlord learns of the abandonment, the landlord shall give a
25 full and specific statement of the basis for retaining any of the
26 deposit together with the payment of any refund due the tenant under
27 the terms and conditions of the rental agreement. The landlord shall
28 include copies of estimates received or invoices paid to substantiate
29 damage charges. Where repairs are performed by the landlord or the
30 landlord's employee, if a deduction is made for materials or
31 supplies, the landlord shall provide a copy of the bill, invoice, or
32 receipt. The landlord may document the cost of materials or supplies
33 already in the landlord's possession or purchased on an ongoing basis
34 by providing a copy of a bill, invoice, receipt, vendor price list,
35 or other vendor document that reasonably documents the cost of the
36 item used in the repair or cleaning of the unit. Where repairs are
37 performed by the landlord or the landlord's employee, the landlord
38 shall include a statement of the time spent performing repairs and
39 the reasonable hourly rate charged. Any damages not substantiated by

1 such documentation may not be charged against the tenant's security
2 deposit.

3 (a) No portion of any deposit shall be withheld on account of
4 normal wear and tear resulting from ordinary use of the premises.

5 (b) The landlord complies with this section if the required
6 statement or payment, or both, are delivered to the tenant personally
7 or deposited in the United States mail properly addressed to the
8 tenant's last known address with first-class postage prepaid within
9 the twenty-one days.

10 (2) If the landlord fails to give such statement and
11 documentation together with any refund due the tenant within the time
12 limits specified above he or she shall be liable to the tenant for
13 the full amount of the deposit. The landlord is also barred in any
14 action brought by the tenant to recover the deposit from asserting
15 any claim or raising any defense for retaining any of the deposit
16 unless the landlord shows that circumstances beyond the landlord's
17 control prevented the landlord from providing the statement within
18 the twenty-one days or that the tenant abandoned the premises as
19 defined in RCW 59.18.310. The court (~~may in its discretion~~) shall
20 award up to two times the amount of the deposit for the intentional
21 refusal of the landlord to give the statement, documentation, or
22 refund due. In any action brought by the tenant to recover the
23 deposit, the prevailing party shall additionally be entitled to the
24 cost of suit or arbitration including a reasonable attorneys' fee.

25 (3) Nothing in this chapter shall preclude the landlord from
26 proceeding against, and the landlord shall have the right to proceed
27 against a tenant to recover sums exceeding the amount of the tenant's
28 damage or security deposit for damage to the property for which the
29 tenant is responsible together with reasonable attorneys' fees.

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