
SENATE BILL 5899

State of Washington

68th Legislature

2024 Regular Session

By Senators Pedersen and Gildon

Prefiled 12/22/23.

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

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

4 **Sec. 1.** RCW 59.18.230 and 2022 c 95 s 2 are each amended to read
5 as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (3) A provision prohibited by subsection (2) of this section
39 included in a rental agreement is unenforceable. If a landlord
40 knowingly uses a rental agreement containing provisions known by him

1 or her to be prohibited, the tenant may recover actual damages
2 sustained by him or her, statutory damages not to exceed two times
3 the monthly rent charged for the unit, costs of suit, and reasonable
4 attorneys' fees.

5 (4) The common law right of the landlord of distress for rent is
6 hereby abolished for property covered by this chapter. Any provision
7 in a rental agreement creating a lien upon the personal property of
8 the tenant or authorizing a distress for rent is null and void and of
9 no force and effect. Any landlord who takes or detains the personal
10 property of a tenant without the specific written consent of the
11 tenant to such incident of taking or detention, and who, after
12 written demand by the tenant for the return of his or her personal
13 property, refuses to return the same promptly shall be liable to the
14 tenant for the value of the property retained, actual damages, and if
15 the refusal is intentional, may also be liable for damages of up to
16 \$500 per day but not to exceed \$5,000, for each day or part of a day
17 that the tenant is deprived of his or her property. The prevailing
18 party may recover his or her costs of suit and a reasonable
19 attorneys' fee.

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

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