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SUBSTITUTE HOUSE BILL 2520

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State of Washington

66th Legislature

2020 Regular Session

**By** House Civil Rights & Judiciary (originally sponsored by Representatives Thai, Macri, Doglio, Morgan, Entenman, Kilduff, Pollet, Ryu, and Robinson)

1       AN ACT Relating to documentation and processes governing  
2 landlords' claims for damage to residential premises; amending RCW  
3 59.18.260, 59.18.280, 59.18.060, and 59.18.130; reenacting and  
4 amending RCW 59.18.030; and creating a new section.

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

6       **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and  
7 2019 c 23 s 1 are each reenacted and amended to read as follows:

8       As used in this chapter:

9       (1) "Active duty" means service authorized by the president of  
10 the United States, the secretary of defense, or the governor for a  
11 period of more than thirty consecutive days.

12       (2) "Certificate of inspection" means an unsworn statement,  
13 declaration, verification, or certificate made in accordance with the  
14 requirements of chapter 5.50 RCW by a qualified inspector that states  
15 that the landlord has not failed to fulfill any substantial  
16 obligation imposed under RCW 59.18.060 that endangers or impairs the  
17 health or safety of a tenant, including (a) structural members that  
18 are of insufficient size or strength to carry imposed loads with  
19 safety, (b) exposure of the occupants to the weather, (c) plumbing  
20 and sanitation defects that directly expose the occupants to the risk  
21 of illness or injury, (d) not providing facilities adequate to supply

1 heat and water and hot water as reasonably required by the tenant,  
2 (e) providing heating or ventilation systems that are not functional  
3 or are hazardous, (f) defective, hazardous, or missing electrical  
4 wiring or electrical service, (g) defective or hazardous exits that  
5 increase the risk of injury to occupants, and (h) conditions that  
6 increase the risk of fire.

7 (3) "Commercially reasonable manner," with respect to a sale of a  
8 deceased tenant's personal property, means a sale where every aspect  
9 of the sale, including the method, manner, time, place, and other  
10 terms, must be commercially reasonable. If commercially reasonable, a  
11 landlord may sell the tenant's property by public or private  
12 proceedings, by one or more contracts, as a unit or in parcels, and  
13 at any time and place and on any terms.

14 (4) "Comprehensive reusable tenant screening report" means a  
15 tenant screening report prepared by a consumer reporting agency at  
16 the direction of and paid for by the prospective tenant and made  
17 available directly to a prospective landlord at no charge, which  
18 contains all of the following: (a) A consumer credit report prepared  
19 by a consumer reporting agency within the past thirty days; (b) the  
20 prospective tenant's criminal history; (c) the prospective tenant's  
21 eviction history; (d) an employment verification; and (e) the  
22 prospective tenant's address and rental history.

23 (5) "Criminal history" means a report containing or summarizing  
24 (a) the prospective tenant's criminal convictions and pending cases,  
25 the final disposition of which antedates the report by no more than  
26 seven years, and (b) the results of a sex offender registry and  
27 United States department of the treasury's office of foreign assets  
28 control search, all based on at least seven years of address history  
29 and alias information provided by the prospective tenant or available  
30 in the consumer credit report.

31 (6) "Designated person" means a person designated by the tenant  
32 under RCW 59.18.590.

33 (7) "Distressed home" has the same meaning as in RCW 61.34.020.

34 (8) "Distressed home conveyance" has the same meaning as in RCW  
35 61.34.020.

36 (9) "Distressed home purchaser" has the same meaning as in RCW  
37 61.34.020.

38 (10) "Dwelling unit" is a structure or that part of a structure  
39 which is used as a home, residence, or sleeping place by one person  
40 or by two or more persons maintaining a common household, including

1 but not limited to single-family residences and units of multiplexes,  
2 apartment buildings, and mobile homes.

3 (11) "Eviction history" means a report containing or summarizing  
4 the contents of any records of unlawful detainer actions concerning  
5 the prospective tenant that are reportable in accordance with state  
6 law, are lawful for landlords to consider, and are obtained after a  
7 search based on at least seven years of address history and alias  
8 information provided by the prospective tenant or available in the  
9 consumer credit report.

10 (12) "Gang" means a group that: (a) Consists of three or more  
11 persons; (b) has identifiable leadership or an identifiable name,  
12 sign, or symbol; and (c) on an ongoing basis, regularly conspires and  
13 acts in concert mainly for criminal purposes.

14 (13) "Gang-related activity" means any activity that occurs  
15 within the gang or advances a gang purpose.

16 (14) "In danger of foreclosure" means any of the following:

17 (a) The homeowner has defaulted on the mortgage and, under the  
18 terms of the mortgage, the mortgagee has the right to accelerate full  
19 payment of the mortgage and repossess, sell, or cause to be sold the  
20 property;

21 (b) The homeowner is at least thirty days delinquent on any loan  
22 that is secured by the property; or

23 (c) The homeowner has a good faith belief that he or she is  
24 likely to default on the mortgage within the upcoming four months due  
25 to a lack of funds, and the homeowner has reported this belief to:

26 (i) The mortgagee;

27 (ii) A person licensed or required to be licensed under chapter  
28 19.134 RCW;

29 (iii) A person licensed or required to be licensed under chapter  
30 19.146 RCW;

31 (iv) A person licensed or required to be licensed under chapter  
32 18.85 RCW;

33 (v) An attorney-at-law;

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

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

37 (15) "Landlord" means the owner, lessor, or sublessor of the  
38 dwelling unit or the property of which it is a part, and in addition  
39 means any person designated as representative of the owner, lessor,

1 or sublessor including, but not limited to, an agent, a resident  
2 manager, or a designated property manager.

3 (16) "Mortgage" is used in the general sense and includes all  
4 instruments, including deeds of trust, that are used to secure an  
5 obligation by an interest in real property.

6 (17) "Orders" means written official military orders, or any  
7 written notification, certification, or verification from the service  
8 member's commanding officer, with respect to the service member's  
9 current or future military status.

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

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

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

15 (19) "Permanent change of station" means: (a) Transfer to a unit  
16 located at another port or duty station; (b) change in a unit's home  
17 port or permanent duty station; (c) call to active duty for a period  
18 not less than ninety days; (d) separation; or (e) retirement.

19 (20) "Person" means an individual, group of individuals,  
20 corporation, government, or governmental agency, business trust,  
21 estate, trust, partnership, or association, two or more persons  
22 having a joint or common interest, or any other legal or commercial  
23 entity.

24 (21) "Premises" means a dwelling unit, appurtenances thereto,  
25 grounds, and facilities held out for the use of tenants generally and  
26 any other area or facility which is held out for use by the tenant.

27 (22) "Property" or "rental property" means all dwelling units on  
28 a contiguous quantity of land managed by the same landlord as a  
29 single, rental complex.

30 (23) "Prospective landlord" means a landlord or a person who  
31 advertises, solicits, offers, or otherwise holds a dwelling unit out  
32 as available for rent.

33 (24) "Prospective tenant" means a tenant or a person who has  
34 applied for residential housing that is governed under this chapter.

35 (25) "Qualified inspector" means a United States department of  
36 housing and urban development certified inspector; a Washington state  
37 licensed home inspector; an American society of home inspectors  
38 certified inspector; a private inspector certified by the national  
39 association of housing and redevelopment officials, the American  
40 association of code enforcement, or other comparable professional

1 association as approved by the local municipality; a municipal code  
2 enforcement officer; a Washington licensed structural engineer; or a  
3 Washington licensed architect.

4 (26) "Reasonable attorneys' fees," where authorized in this  
5 chapter, means an amount to be determined including the following  
6 factors: The time and labor required, the novelty and difficulty of  
7 the questions involved, the skill requisite to perform the legal  
8 service properly, the fee customarily charged in the locality for  
9 similar legal services, the amount involved and the results obtained,  
10 and the experience, reputation and ability of the lawyer or lawyers  
11 performing the services.

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

17 (28) "Rent" or "rental amount" means recurring and periodic  
18 charges identified in the rental agreement for the use and occupancy  
19 of the premises, which may include charges for utilities. Except as  
20 provided in RCW 59.18.283(3), these terms do not include nonrecurring  
21 charges for costs incurred due to late payment, damages, deposits,  
22 legal costs, or other fees, including attorneys' fees.

23 (29) "Rental agreement" means all agreements which establish or  
24 modify the terms, conditions, rules, regulations, or any other  
25 provisions concerning the use and occupancy of a dwelling unit.

26 (30) "Service member" means an active member of the United States  
27 armed forces, a member of a military reserve component, or a member  
28 of the national guard who is either stationed in or a resident of  
29 Washington state.

30 (31) A "single-family residence" is a structure maintained and  
31 used as a single dwelling unit. Notwithstanding that a dwelling unit  
32 shares one or more walls with another dwelling unit, it shall be  
33 deemed a single-family residence if it has direct access to a street  
34 and shares neither heating facilities nor hot water equipment, nor  
35 any other essential facility or service, with any other dwelling  
36 unit.

37 (32) A "tenant" is any person who is entitled to occupy a  
38 dwelling unit primarily for living or dwelling purposes under a  
39 rental agreement.

40 (33) "Tenant representative" means:

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

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

8 (c) In the absence of a personal representative under (a) of this  
9 subsection or a person claiming to be a successor under (b) of this  
10 subsection, a designated person; or

11 (d) In the absence of a personal representative under (a) of this  
12 subsection, a person claiming to be a successor under (b) of this  
13 subsection, or a designated person under (c) of this subsection, any  
14 person who provides the landlord with reasonable evidence that he or  
15 she is a successor of the deceased tenant as defined in RCW  
16 11.62.005. The landlord has no obligation to identify all of the  
17 deceased tenant's successors.

18 (34) "Tenant screening" means using a consumer report or other  
19 information about a prospective tenant in deciding whether to make or  
20 accept an offer for residential rental property to or from a  
21 prospective tenant.

22 (35) "Tenant screening report" means a consumer report as defined  
23 in RCW 19.182.010 and any other information collected by a tenant  
24 screening service.

25 (36) "Wear resulting from ordinary use of the premises" means  
26 deterioration that results from the intended use of a dwelling unit,  
27 including breakage or malfunction due to age or deteriorated  
28 condition. Such wear does not include deterioration that results from  
29 negligence, carelessness, accident, or abuse of the premises,  
30 fixtures, equipment, appliances, or furnishings by the tenant,  
31 immediate family member, occupant, or guest.

32 **Sec. 2.** RCW 59.18.260 and 2011 c 132 s 13 are each amended to  
33 read as follows:

34 (1) If any moneys are paid to the landlord by the tenant as a  
35 deposit or as security for performance of the tenant's obligations in  
36 a lease or rental agreement, the lease or rental agreement shall be  
37 in writing and shall include the terms and conditions under which the  
38 deposit or portion thereof may be withheld by the landlord upon  
39 termination of the lease or rental agreement. If all or part of the

1 deposit may be withheld to indemnify the landlord for damages to the  
2 premises for which the tenant is responsible, the rental agreement  
3 shall be in writing and shall so specify.

4 (2) No deposit may be collected by a landlord unless the rental  
5 agreement is in writing and a written checklist or statement is  
6 provided by the landlord to the tenant at the commencement of the  
7 tenancy specifically describing the condition and cleanliness of or  
8 existing damages to the premises, fixtures, equipment, appliances,  
9 and furnishings((7)) including, but not limited to((, walls, floors,  
10 countertops, carpets, drapes, furniture, and appliances, is provided  
11 by the landlord to the tenant at the commencement of the tenancy)):

12 (a) Walls, including wall paint and wallpaper;

13 (b) Carpets and other flooring;

14 (c) Furniture; and

15 (d) Appliances.

16 (3) The checklist or statement shall be signed and dated by the  
17 landlord and the tenant, and the tenant shall be provided with a copy  
18 of the signed checklist or statement. The tenant has the right to  
19 request one free replacement copy of the written checklist.

20 (4) No such deposit shall be withheld on account of ((normal))  
21 wear ((and tear)) resulting from ordinary use of the premises((. The  
22 tenant has the right to request one free replacement copy of the  
23 written checklist)).

24 (5) If the landlord collects a deposit without providing a  
25 written checklist at the commencement of the tenancy, the landlord is  
26 liable to the tenant for the amount of the deposit, and the  
27 prevailing party may recover court costs and reasonable attorneys'  
28 fees. This section does not limit the tenant's right to recover  
29 moneys paid as damages or security under RCW 59.18.280.

30 **Sec. 3.** RCW 59.18.280 and 2016 c 66 s 4 are each amended to read  
31 as follows:

32 (1)(a) Within twenty-one days after the termination of the rental  
33 agreement and vacation of the premises or, if the tenant abandons the  
34 premises as defined in RCW 59.18.310, within twenty-one days after  
35 the landlord learns of the abandonment, the landlord shall give a  
36 full and specific statement of the basis for retaining any of the  
37 deposit, and any documentation required by (b) of this subsection,  
38 together with the payment of any refund due the tenant under the  
39 terms and conditions of the rental agreement. ((a) No portion of any

1 ~~deposit shall be withheld on account of wear resulting from ordinary~~  
2 ~~use of the premises.~~

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

8 (b) With the statement required by (a) of this subsection, the  
9 landlord shall include copies of estimates received or invoices paid  
10 to reasonably substantiate damage charges. Where repairs are  
11 performed by the landlord or the landlord's employee, if a deduction  
12 is made for materials or supplies, the landlord shall provide a copy  
13 of the bill, invoice, or receipt. The landlord may document the cost  
14 of materials or supplies already in the landlord's possession or  
15 purchased on an ongoing basis by providing a copy of a bill, invoice,  
16 receipt, vendor price list, or other vendor document that reasonably  
17 documents the cost of the item used in the repair or cleaning of the  
18 unit. Where repairs are performed by the landlord or the landlord's  
19 employee, the landlord shall include a statement of the time spent  
20 performing repairs and the reasonable hourly rate charged.

21 (c) No portion of any deposit may be withheld:

22 (i) For wear resulting from ordinary use of the premises;

23 (ii) For carpet cleaning unless the landlord documents wear to  
24 the carpet that is beyond wear resulting from ordinary use of the  
25 premises;

26 (iii) For the costs of repair and replacement of fixtures,  
27 equipment, appliances, and furnishings if their condition was not  
28 reasonably documented in the written checklist required under RCW  
29 59.18.260; or

30 (iv) In excess of the cost of repair or replacement of the  
31 damaged portion in situations in which the premises, including  
32 fixtures, equipment, appliances, and furnishings, are damaged in  
33 excess of wear resulting from ordinary use of the premises but the  
34 damage does not encompass the item's entirety.

35 (2)(a) Not more than thirty days and not less than fourteen days  
36 before the termination of the rental agreement, or at such other time  
37 as may be agreed to by the landlord and the tenant, a tenant may  
38 submit a written request to the landlord for a walkthrough of the  
39 premises. Upon receipt of the request, the landlord shall make



1 arrangements with the tenant to schedule the walkthrough to occur  
2 prior to the end of the tenancy.

3 (b) Immediately following the walkthrough, at which the tenant  
4 has the right to be present, the landlord shall prepare a written  
5 walkthrough checklist or statement specifically describing the  
6 condition and cleanliness of or existing damages to the premises,  
7 fixtures, equipment, appliances, and furnishings. The written  
8 walkthrough checklist or statement shall be signed and dated by the  
9 landlord and the tenant, and the tenant shall be provided with a copy  
10 of the signed written walkthrough checklist or statement.

11 (3) If the landlord fails to give ((such)) the statement and any  
12 documentation required by subsection (1) of this section together  
13 with any refund due the tenant within the time limits specified  
14 ((above)) in subsection (1) of this section he or she shall be liable  
15 to the tenant for the full amount of the deposit. The landlord is  
16 also barred in any action brought by the tenant to recover the  
17 deposit from asserting any claim or raising any defense for retaining  
18 any of the deposit unless the landlord shows that circumstances  
19 beyond the landlord's control prevented the landlord from providing  
20 the statement and any documentation within the twenty-one days or  
21 that the tenant abandoned the premises as defined in RCW 59.18.310.  
22 The court may in its discretion award up to two times the amount of  
23 the deposit for the intentional refusal of the landlord to give the  
24 statement, documentation, or refund due unless the landlord shows  
25 that circumstances beyond the landlord's control prevented the  
26 landlord from providing the statement and any such documentation  
27 within twenty-one days or that the tenant abandoned the premises as  
28 described in RCW 59.18.310. In any action brought by the tenant to  
29 recover the deposit, the prevailing party shall additionally be  
30 entitled to the cost of suit or arbitration including a reasonable  
31 attorneys' fee.

32 ((+3)) (4)(a) Nothing in this chapter shall preclude the  
33 landlord from proceeding against, and the landlord shall have the  
34 right to proceed against a tenant to recover sums exceeding the  
35 amount of the tenant's damage or security deposit for damage to the  
36 property for which the tenant is responsible together with reasonable  
37 attorneys' fees.

38 (b) Damages for wear resulting from ordinary use of the premises  
39 or not substantiated by documentation, including the walkthrough  
40 checklist if a walkthrough was requested by the tenant, may not be

1 charged to the tenant, reported to any consumer reporting agency,  
2 tenant screening service, or prospective landlord, or submitted for  
3 collection by any third-party agency.

4 (c) Any action taken against a tenant to recover sums exceeding  
5 the amount of the deposit shall be commenced within one year of the  
6 termination of the rental agreement or the tenant's abandonment of  
7 the premises.

8 (5) The requirements with respect to checklists and documentation  
9 that are set forth in RCW 59.18.260 and this section do not apply to  
10 situations in which part or all of a security deposit is withheld by  
11 the landlord for reasons unrelated to damages to the premises,  
12 fixtures, equipment, appliances, and furnishings, such as for rent or  
13 other charges owing.

14 **Sec. 4.** RCW 59.18.060 and 2013 c 35 s 1 are each amended to read  
15 as follows:

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

18 (1) Maintain the premises to substantially comply with any  
19 applicable code, statute, ordinance, or regulation governing their  
20 maintenance or operation, which the legislative body enacting the  
21 applicable code, statute, ordinance or regulation could enforce as to  
22 the premises rented if such condition endangers or impairs the health  
23 or safety of the tenant;

24 (2) Maintain the structural components including, but not limited  
25 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and  
26 all other structural components, in reasonably good repair so as to  
27 be usable;

28 (3) Keep any shared or common areas reasonably clean, sanitary,  
29 and safe from defects increasing the hazards of fire or accident;

30 (4) Provide a reasonable program for the control of infestation  
31 by insects, rodents, and other pests at the initiation of the tenancy  
32 and, except in the case of a single-family residence, control  
33 infestation during tenancy except where such infestation is caused by  
34 the tenant;

35 (5) Except where the condition is attributable to ~~((normal))~~ wear  
36 ~~((and tear))~~ resulting from ordinary use of the premises, make  
37 repairs and arrangements necessary to put and keep the premises in as  
38 good condition as it by law or rental agreement should have been, at  
39 the commencement of the tenancy;

1 (6) Provide reasonably adequate locks and furnish keys to the  
2 tenant;

3 (7) Maintain and safeguard with reasonable care any master key or  
4 duplicate keys to the dwelling unit;

5 (8) Maintain all electrical, plumbing, heating, and other  
6 facilities and appliances supplied by him or her in reasonably good  
7 working order;

8 (9) Maintain the dwelling unit in reasonably weathertight  
9 condition;

10 (10) Except in the case of a single-family residence, provide and  
11 maintain appropriate receptacles in common areas for the removal of  
12 ashes, rubbish, and garbage, incidental to the occupancy and arrange  
13 for the reasonable and regular removal of such waste;

14 (11) Provide facilities adequate to supply heat and water and hot  
15 water as reasonably required by the tenant;

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

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

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

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

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

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

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

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

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

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

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

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

28 (15) Designate to the tenant the name and address of the person  
29 who is the landlord by a statement on the rental agreement or by a  
30 notice conspicuously posted on the premises. The tenant shall be  
31 notified immediately of any changes in writing, which must be either  
32 (a) delivered personally to the tenant or (b) mailed to the tenant  
33 and conspicuously posted on the premises. If the person designated in  
34 this section does not reside in the state where the premises are  
35 located, there shall also be designated a person who resides in the  
36 county who is authorized to act as an agent for the purposes of  
37 service of notices and process, and if no designation is made of a  
38 person to act as agent, then the person to whom rental payments are  
39 to be made shall be considered such agent. Regardless of such  
40 designation, any owner who resides outside the state and who violates

1 a provision of this chapter is deemed to have submitted himself or  
2 herself to the jurisdiction of the courts of this state and personal  
3 service of any process may be made on the owner outside the state  
4 with the same force and effect as personal service within the state.  
5 Any summons or process served out-of-state must contain the same  
6 information and be served in the same manner as personal service of  
7 summons or process served within the state, except the summons or  
8 process must require the party to appear and answer within sixty days  
9 after such personal service out of the state. In an action for a  
10 violation of this chapter that is filed under chapter 12.40 RCW,  
11 service of the notice of claim outside the state must contain the  
12 same information and be served in the same manner as required under  
13 chapter 12.40 RCW, except the date on which the party is required to  
14 appear must not be less than sixty days from the date of service of  
15 the notice of claim.

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

27 **Sec. 5.** RCW 59.18.130 and 2011 c 132 s 8 are each amended to  
28 read as follows:

29 Each tenant shall pay the rental amount at such times and in such  
30 amounts as provided for in the rental agreement or as otherwise  
31 provided by law and comply with all obligations imposed upon tenants  
32 by applicable provisions of all municipal, county, and state codes,  
33 statutes, ordinances, and regulations, and in addition shall:

34 (1) Keep that part of the premises which he or she occupies and  
35 uses as clean and sanitary as the conditions of the premises permit;

36 (2) Properly dispose from his or her dwelling unit all rubbish,  
37 garbage, and other organic or flammable waste, in a clean and  
38 sanitary manner at reasonable and regular intervals, and assume all

costs of extermination and fumigation for infestation caused by the tenant;

(3) Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the landlord;

(4) Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;

(5) Not permit a nuisance or common waste;

(6) Not engage in drug-related activity at the rental premises, or allow a subtenant, sublessee, resident, or anyone else to engage in drug-related activity at the rental premises with the knowledge or consent of the tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

(7) Maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required in RCW 43.44.110(3);

(8) Not engage in any activity at the rental premises that is:

(a) Imminently hazardous to the physical safety of other persons on the premises; and

(b)(i) Entails physical assaults upon another person which result in an arrest; or

(ii) Entails the unlawful use of a firearm or other deadly weapon as defined in RCW 9A.04.110 which results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under RCW 59.18.352. Nothing in this subsection (8) shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon;

(9) Not engage in any gang-related activity at the premises, as defined in RCW 59.18.030, or allow another to engage in such activity at the premises, that renders people in at least two or more dwelling units or residences insecure in life or the use of property or that injures or endangers the safety or health of people in at least two or more dwelling units or residences. In determining whether a tenant is engaged in gang-related activity, a court should consider the

1 totality of the circumstances, including factors such as whether  
2 there have been a significant number of complaints to the landlord  
3 about the tenant's activities at the property, damages done by the  
4 tenant to the property, including the property of other tenants or  
5 neighbors, harassment or threats made by the tenant to other tenants  
6 or neighbors that have been reported to law enforcement agencies, any  
7 police incident reports involving the tenant, and the tenant's  
8 criminal history; and

9 (10) Upon termination and vacation, restore the premises to their  
10 initial condition except for ((reasonable)) wear ((and—tear))  
11 resulting from ordinary use of the premises or conditions caused by  
12 failure of the landlord to comply with his or her obligations under  
13 this chapter. The tenant shall not be charged for normal cleaning if  
14 he or she has paid a nonrefundable cleaning fee.

15 NEW SECTION. **Sec. 6.** By this act, the legislature intends to  
16 increase fairness for all.

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