
ENGROSSED SUBSTITUTE HOUSE BILL 2535

AS AMENDED BY THE SENATE

Passed Legislature - 2020 Regular Session

State of Washington **66th Legislature** **2020 Regular Session**

By House Civil Rights & Judiciary (originally sponsored by Representatives Kirby, Pollet, Ormsby, and Santos)

READ FIRST TIME 02/04/20.

1 AN ACT Relating to providing for a grace period before late fees
2 may be imposed for past due rent; and amending RCW 59.18.170 and
3 59.18.230.

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

5 **Sec. 1.** RCW 59.18.170 and 1973 1st ex.s. c 207 s 17 are each
6 amended to read as follows:

7 (1) If at any time during the tenancy the tenant fails to carry
8 out the duties required by RCW 59.18.130 or 59.18.140, the landlord
9 may, in addition to pursuit of remedies otherwise provided by law,
10 give written notice to the tenant of said failure, which notice shall
11 specify the nature of the failure.

12 (2) The landlord may not charge a late fee for rent that is paid
13 within five days following its due date. If rent is more than five
14 days past due, the landlord may charge late fees commencing from the
15 first day after the due date until paid. Nothing in this subsection
16 prohibits a landlord from serving a notice to pay or vacate at any
17 time after the rent becomes due.

18 (3) When late fees may be assessed after rent becomes due, the
19 tenant may propose that the date rent is due in the rental agreement
20 be altered to a different due date of the month. The landlord shall
21 agree to such a proposal if it is submitted in writing and the tenant

1 can demonstrate that his or her primary source of income is a
2 regular, monthly source of governmental assistance that is not
3 received until after the date rent is due in the rental agreement.
4 The proposed rent due date may not be more than five days after the
5 date the rent is due in the rental agreement. Nothing in this
6 subsection shall be construed to prevent a tenant from making a
7 request for reasonable accommodation under federal, state, or local
8 law.

9 **Sec. 2.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to
10 read as follows:

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

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

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

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

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

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

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

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

35 (3) A provision prohibited by subsection (2) of this section
36 included in a rental agreement is unenforceable. If a landlord
37 deliberately uses a rental agreement containing provisions known by
38 him or her to be prohibited, the tenant may recover actual damages

1 sustained by him or her, statutory damages not to exceed five hundred
2 dollars, costs of suit, and reasonable attorneys' fees.

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

18 In any action, including actions pursuant to chapters 7.64 or
19 12.28 RCW, brought by a tenant or other person to recover possession
20 of his or her personal property taken or detained by a landlord in
21 violation of this section, the court, upon motion and after notice to
22 the opposing parties, may waive or reduce any bond requirements where
23 it appears to be to the satisfaction of the court that the moving
24 party is proceeding in good faith and has, prima facie, a meritorious
25 claim for immediate delivery or redelivery of said property.

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