



Amendments to the RLTA (RCW 59.18)—SHB 1266

Effective July 22, 2011

Some of the significant changes:

- Long-arm jurisdiction now available in small claims court in actions against out of state owners for violations of 59.18, including recovery of damage deposits, Section 2 & 3;
- Landlord required to give receipt for all cash payments by tenant, Section 4 (Note: identical change made to M/MHLTA, 59.20, in SSB 5035);
- Doubles the amounts a tenant can deduct from rent under “repair and deduct” statute, Section 5;
- Written notice indicating specific times for landlord’s right of entry, Section 9;
- Damages for the intentional detention of a tenant’s property increased from \$100 to \$500 a day, Section 11;
- Landlord may not withhold a tenant’s deposit or holding fee if the unit fails an inspection for Section 8 or tenant-based housing, Section 12;
- A landlord who is foreclosed upon and who does not transfer the tenant’s deposit to the new owner or return the deposit to the tenant, is liable to the tenant for double the damage deposit, Section 14;

<u>Bill Section</u>	<u>RCW Section</u>	<u>Change</u>
1	<u>59.18.030 (9)</u> – Definitions - Landlord	<ul style="list-style-type: none"> • Expanded the definition of “Landlord” to include anyone designated as a representative of the “owner, lessor, sublessor,” including but not limited to an agent, resident manager, or designated property manager. This remedied the circular definition where “Landlord” included any “representative of the Landlord”.
2	<u>59.18.060 (1)</u> Landlord Duties	<ul style="list-style-type: none"> • Removed the qualifier “substantially” so that LL must maintain premises to comply with other applicable codes, statutes, ordinances, or regulations that legislative body could enforce if failure to do so would endanger or impair the health or safety of the tenant.
	<u>59.18.060 (2)</u> Landlord Duties Re: Structural Components	<ul style="list-style-type: none"> • Clarified that LL is responsible for maintaining <u>all</u> structural components in reasonably good repair and not just roofs, floors, walls, chimneys, fireplaces, and foundations.



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		<ul style="list-style-type: none"> Removed qualifier that structural components must be capable of resisting “any and all normal forces and loads” and must only be “usable”.
	<p><u>59.18.060 (10)</u> Landlord Duties Re: Heat, Hot Water, & Water</p>	<ul style="list-style-type: none"> Removed the language “except where the building is not equipped for the purpose” (re: heat, water, hot water), so now a LL cannot rent a building or premise that is not so equipped.
	<p><u>59.18.060 (11)(a)</u> Landlord Duties Re: Smoke Detection Devices</p>	<ul style="list-style-type: none"> Corrected to reflect re-codification of RCW 48.48.140 as 43.44.110(3).
	<p><u>59.18.060(14):</u> Landlord Duties Re: <u>Notice to T of Change in LL</u></p>	<ul style="list-style-type: none"> Change in notice delivery method: <ul style="list-style-type: none"> - <u>WAS</u>: Certified Mail - <u>NOW</u>: Personal Service or Conspicuously Posted & Sent First Class Mail Notice of change in LL must be given to T <u>in writing</u>.
	<p><u>59.18.060(14)</u> Re: <u>Service on an Out-of-State LL</u></p>	<ul style="list-style-type: none"> Provides for same manner of service of process as long-arm statute (4.28.180) for small claims action on out-of-state owners. In other words, if notice is received by out-of-state owner through Personal Service or through Post & First Class Mail then it has <u>the same effect as it would with an instate owner</u>. Any out-of-state owner who violates 59.18 submits to WA jurisdiction.
3	<p><u>*3.66.100*</u> – Territorial Jurisdiction</p>	<ul style="list-style-type: none"> Creates an exception to the rule against long-arm jurisdiction and service of process for small claims court under 12.40. The exception allows Ts to bring small claims actions against out-of-state owners under



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		RCW 59.18.
4	<u>59.18.063 – Written Receipts for T’s Payments</u>	<ul style="list-style-type: none"> • Requires LL to give T written receipt for any and all cash payments. • For all other methods of payment the LL must provide a written receipt if T requests it. • Identical change made to M/MHLTA, 59.20, in SSB 5035.
5	<u>59.18.100(1)-(6) – LL’s Failure to Carry Out Duties</u> Re: T’s Notice to LL – Repair & Deduct	<ul style="list-style-type: none"> • Change in required notice delivery method: <ul style="list-style-type: none"> - <u>WAS:</u> Certified Mail (or in person) - <u>NOW:</u> First Class Mail (or in person) • Where T contracts work, the maximum deduction increased from 1 to 2 months rent in any 12 month term. • Where LL must commence repairs within 10 days, the wait time for T to commence repairs after giving LL written estimate of repair cost is reduced from 5 days to 2 days after the LL receives the estimate but no sooner than 10 days after they receive the written notice of the defective condition. <i>For example:</i> if the LL receives the notice of defect or repair from T on Day 1, and then LL receives written estimate for repair on Day 8, T may commence repairs on Day 11 (but no sooner) rather than waiting until Day 13. • Where T does the repairs themselves the maximum deduction from rent owed is increased from ½ to 1 months’ rent.
6	*NEW SECTION* <i>(won’t be codified in RCW until August)</i>	<ul style="list-style-type: none"> • LL must provide a copy of rental agreement to each signatory T. The T may request one free replacement copy during the tenancy. Although the language focuses on T’s right to request a copy, this provision presumably creates a reciprocal obligation for the LL



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		to provide the one free copy when requested.
7	<u>59.18.110</u> – Diminished Rent – Arbitration	<ul style="list-style-type: none"> • Where a court or arbitrator authorizes a tenant to contract for repairs or do repairs themselves and to deduct the cost from rent owed, there is no longer a cap on the amount T may deduct. Previously it was capped at amount of 1 months’ rent. • The court or arbitrator must first specify a time period in which the LL may opt to do repairs before the tenant initiates repairs.
8	<u>59.18.130(7)</u> – Duties of Tenant Re: Smoke Alarm Maintenance	<ul style="list-style-type: none"> • Corrected to reflect re-codification of RCW 48.48.140 as 43.44.110(3).
9	<u>59.18.150(6)</u> – LL’s Right of Entry Re: Notice to T	<ul style="list-style-type: none"> • LL must provide prior <u>written</u> notice of entry. • The written notice must specify exact dates & times for entry <u>or</u> specify time period listing earliest & latest possible times for entry on designated dates. • Notice must contain telephone # for T to reach the LL in order to object to or reschedule the entry.
10	<u>59.18.180(1) & (2)</u> <i>new section</i> – T’s Failure to Comply with Duties Re: 59.18.130 &140	<ul style="list-style-type: none"> • Clarified that T has, upon notice from LL, 30 days to remedy or cure defect any violations that substantially affect the health and safety of the tenant or other tenants, or substantially increases risk of fire or safety which can be remedied by repair, replacement of damaged item, or cleaning. Remedy or cure by the T within 30 days of notice is defense to an unlawful detainer action by LL. LL can still recover statutory costs and attorney’s fees if remedy or cure was provided after they brought the unlawful detainer action. The new section (2) provides that for any other substantial T non-compliance that has not been enumerated in Section 1, the 30 day notice is no longer required and an action may be commenced by



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		the LL after 59.12 notice is given.
	<u>59.18.180(4)</u> <i>previously sub-section 3-</i> T's Failure to Comply with Duties Re: Criminal Activity	<ul style="list-style-type: none"> Removed the redundancy created by the reference to subsection .130(8). The provision continues to allow a LL to commence an unlawful detainer action if T engages in criminal activity involving physical assault and/or assault with a firearm or deadly weapon on the property that results in an arrest. The previous requirement that there be an "imminent hazard" to the safety of other persons on the premises is still included by reference to subsection .130(8).
11	<u>59.18.230(3)</u> – Prohibited Provisions in Rental Agreement Re: Damages	<ul style="list-style-type: none"> If a LL deliberately includes a provision in the rental agreement that he or she knows is prohibited by 59.18.230(2) the T may now recover statutory damages of up to \$500.00 as well as the costs of the suit for violation in addition to actual damages and attorneys' fees.
	<u>59.18.230(4)</u> – Detention of Personal Property	<ul style="list-style-type: none"> If the LL takes or retains property of the T and intentionally refuses to return it, in addition to the actual damages, the T can recover damages of up to \$500 per day (increased from \$100), but not to exceed \$5,000 (increased from \$1,000).
12	<u>59.18.253</u> Deposit to Secure Occupancy Re: Collection of Holding Fee	<ul style="list-style-type: none"> Subsection (1): LLs may not charge a fee or a <u>deposit</u> in order for a T to be placed on a waitlist. Subsection (2): LLs must provide a prospective T to whom they have offered a unit with written notice <u>immediately upon payment of any fee or deposit</u> to hold the unit. The notice must enumerate the circumstances under which the fee or deposit may be retained. Subsection 3(b): A fee or deposit to hold or secure that the prospective T will move into a dwelling unit



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		<p>cannot include the cost charged by a LL for a background check or screening fee.</p> <ul style="list-style-type: none"> • Subsection (3)(c)-<u>Changes Regarding Sec. 8 or Tenant-Based Housing:</u> <ul style="list-style-type: none"> - LL may not withhold a deposit or fee (or portion thereof) if the unit fails a tenant-based rental assistance program inspection by a qualified inspector. - LL may choose to no longer hold a unit if a Section 8 inspection did not occur within 10 days of the collection of the fee/deposit. - After notifying the T that the unit has failed the inspection the LL must promptly send the T the refund of the deposit or fee by mail with prepaid postage. • Subsection (4): Raises the limit on damages for violations of this section (in addition to recovering the actual amount of the deposit or fee) to up to two-times the fee or deposit amount (increased from \$100).
<p>13</p>	<p><u>59.18.260</u> – Security Deposits Re: Written Checklist</p>	<ul style="list-style-type: none"> • T has the right to request one free replacement copy of written checklist. • If the LL collects a deposit without providing a written checklist at the commencement of the tenancy, the LL is liable to the tenant for the amount of the deposit and the prevailing party may recover court costs and reasonable attorneys’ fees. • This section does not limit the T’s right to recover money paid as damages or security under RCW 59.18.280.
<p>14</p>	<p><u>59.18.270</u> – Security Deposits Re: Liability in Foreclosures</p>	<ul style="list-style-type: none"> • Foreclosed-upon owner is liable to T for security deposit. • Where previous, foreclosed-upon owner fails to either return T’s deposit or transfer it to the new owner



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		immediately after the sale, the previous owner is liable for up to two-times the security deposit amount plus reasonable attorneys' fees and costs.
15	<u>59.18.285</u> – Nonrefundable Fee Re: Written Rental Agreement	<ul style="list-style-type: none">• If the LL does not provide a written rental agreement then they are liable to the tenant for any fee or deposit paid by the tenant even if it was collected as a nonrefundable deposit/fee.• If the written rental agreement does not specify that a fee is nonrefundable, it is treated as a refundable deposit under 59.18.260, 59.18.270, and 59.18.280.
16	<u>59.18.310</u> - Abandonment	<ul style="list-style-type: none">• In case of abandonment by a T, the LL may sell or dispose of a T's property after 7 days' notice if the property has a cumulative value of \$250 or less (increased from \$50).
17	<u>59.18.312</u> – Post- Writ Storage and Sale of T's Property	<ul style="list-style-type: none">• If the property has a value that is more than \$250 (changed from \$100), the LL must provide a T with 30 days' notice of intent to sell property.• A LL may sell or dispose of a T's property after 7 days' notice if it has a cumulative value of \$250 or less (changed from \$100).
18	<u>59.18.380</u> – Bond to Stay Writ	<ul style="list-style-type: none">• Defendant may post bond prior to final judgment to stay writ.• Changes the provision so that it no longer includes the possibility that in order to stay a writ the T may also have to pay the cost of the action. It now leaves the court to direct payment considering only past rent owed and the continuance of pre-judgment rental payments.
19	<u>59.18.390</u> - Posting Bond to Regain	<ul style="list-style-type: none">• The Court must set the amount of the bond to be paid by a T in order to stay the writ where the LL used an



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	Possession <u>After</u> Service of Writ Re: Alternative Service	alternative form of service and no judgment was entered. The Court will consider rent due and any other factors they deem relevant.
20	<u>59.18.410</u> – Reinstatement Re: Application to Show Cause	<ul style="list-style-type: none">• Clarified that this section also applies where the writ of restitution is issued pursuant to final judgment at a show cause hearing.