
SENATE BILL 5561

State of Washington

61st Legislature

2009 Regular Session

By Senators Kline, Fairley, and Kohl-Welles

Read first time 01/27/09. Referred to Committee on Labor, Commerce & Consumer Protection.

1 AN ACT Relating to the installation of carbon monoxide alarms in
2 dwelling units; amending RCW 59.18.060 and 59.18.130; adding a new
3 section to chapter 43.44 RCW; creating a new section; prescribing
4 penalties; and providing an effective date.

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

6 NEW SECTION. **Sec. 1.** The legislature recognizes that carbon
7 monoxide poses a serious threat. According to national statistics from
8 the centers for disease control, carbon monoxide kills more than five
9 hundred people and accounts for an estimated twenty thousand emergency
10 department visits annually. Specifically, Washington state has
11 experienced the dire effects of carbon monoxide poisoning. In the
12 storms that struck Washington in December 2006, it was estimated that
13 over one thousand people in the state were seen at hospital emergency
14 rooms with symptoms of carbon monoxide poisoning, and eight people
15 reportedly died of carbon monoxide exposure. It is the intent of the
16 legislature to implement policies to prevent similar tragedies from
17 occurring in the future.

1 NEW SECTION. **Sec. 2.** A new section is added to chapter 43.44 RCW
2 to read as follows:

3 (1) Carbon monoxide alarms must be installed inside all dwelling
4 units that are built or manufactured in this state after December 31,
5 2009.

6 (2) The carbon monoxide alarms must be designed, manufactured, and
7 installed inside dwelling units in conformance with:

8 (a) Nationally accepted standards; and

9 (b) Rules adopted by the chief of the Washington state patrol,
10 through the director of fire protection, in accordance with chapter
11 34.05 RCW.

12 (3) The installation and maintenance of a carbon monoxide alarm in
13 a dwelling unit is the responsibility of the owner. However, if a
14 tenancy exists, the maintenance of a carbon monoxide alarm in a
15 dwelling unit, including the replacement of batteries when required for
16 the proper operation of the carbon monoxide alarm, is the
17 responsibility of the tenant, who shall maintain the alarm as specified
18 by the manufacturer. At the time of a vacancy, the owner shall ensure
19 that the carbon monoxide alarm is operational before a new tenant
20 occupies the dwelling unit.

21 (4) An owner or tenant failing to comply with this section is
22 subject to a fine of not more than two hundred dollars.

23 (5) For the purposes of this section:

24 (a) "Dwelling unit" means a single unit providing complete,
25 independent living facilities for one or more persons, including
26 permanent provisions for living, sleeping, eating, cooking, and
27 sanitation.

28 (b) "Carbon monoxide alarm" means a device:

29 (i) Meant for the purpose of detecting carbon monoxide that
30 produces a distinct audible alarm;

31 (ii) That is battery powered, a plug-in with battery backup, or
32 wired into the dwelling unit's AC power line with a secondary battery
33 backup; and

34 (iii) That may be combined with a smoke detection device, as long
35 as the combined device complies with applicable laws regarding both
36 smoke detection devices and carbon monoxide alarms, and that the
37 combined unit emits an alarm in a manner that clearly differentiates
38 between the two hazards.

1 **Sec. 3.** RCW 59.18.060 and 2005 c 465 s 2 are each amended to read
2 as follows:

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

5 (1) Maintain the premises to substantially comply with any
6 applicable code, statute, ordinance, or regulation governing their
7 maintenance or operation, which the legislative body enacting the
8 applicable code, statute, ordinance or regulation could enforce as to
9 the premises rented if such condition substantially endangers or
10 impairs the health or safety of the tenant;

11 (2) Maintain the roofs, floors, walls, chimneys, fireplaces,
12 foundations, and all other structural components in reasonably good
13 repair so as to be usable and capable of resisting any and all normal
14 forces and loads to which they may be subjected;

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

17 (4) Provide a reasonable program for the control of infestation by
18 insects, rodents, and other pests at the initiation of the tenancy and,
19 except in the case of a single family residence, control infestation
20 during tenancy except where such infestation is caused by the tenant;

21 (5) Except where the condition is attributable to normal wear and
22 tear, make repairs and arrangements necessary to put and keep the
23 premises in as good condition as it by law or rental agreement should
24 have been, at the commencement of the tenancy;

25 (6) Provide reasonably adequate locks and furnish keys to the
26 tenant;

27 (7) Maintain all electrical, plumbing, heating, and other
28 facilities and appliances supplied by him in reasonably good working
29 order;

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

32 (9) Except in the case of a single family residence, provide and
33 maintain appropriate receptacles in common areas for the removal of
34 ashes, rubbish, and garbage, incidental to the occupancy and arrange
35 for the reasonable and regular removal of such waste;

36 (10) Except where the building is not equipped for the purpose,
37 provide facilities adequate to supply heat and water and hot water as
38 reasonably required by the tenant;

1 (11)(a) Provide a written notice to all tenants disclosing fire
2 safety and protection information. The landlord or his or her
3 authorized agent must provide a written notice to the tenant that the
4 dwelling unit is equipped with a smoke detection device as required in
5 RCW (~~(48.48.140)~~) 43.44.110 and a carbon monoxide alarm if required
6 under section 2 of this act. The notice shall inform the tenant of the
7 tenant's responsibility to maintain the smoke detection device and, if
8 required, the carbon monoxide alarm in proper operating condition and
9 of penalties for failure to comply with the provisions of RCW
10 (~~(48.48.140)~~) 43.44.110(3) and section 2(3) of this act. The notice
11 must be signed by the landlord or the landlord's authorized agent and
12 tenant with copies provided to both parties. Further, except with
13 respect to a single-family residence, the written notice must also
14 disclose the following:

15 (i) Whether the smoke detection device (~~(is)~~) and, if required, the
16 carbon monoxide alarm are hard-wired, plug-in with battery back-up, or
17 battery operated;

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

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

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

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

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

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

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

33 (c) The written notice or checklist must be provided to new tenants
34 at the time the lease or rental agreement is signed, and must be
35 provided to current tenants as soon as possible, but not later than
36 January 1, 2004;

37 (12) Provide tenants with information provided or approved by the
38 department of health about the health hazards associated with exposure

1 to indoor mold. Information may be provided in written format
2 individually to each tenant, or may be posted in a visible, public
3 location at the dwelling unit property. The information must detail
4 how tenants can control mold growth in their dwelling units to minimize
5 the health risks associated with indoor mold. Landlords may obtain the
6 information from the department's web site or, if requested by the
7 landlord, the department must mail the information to the landlord in
8 a printed format. When developing or changing the information, the
9 department of health must include representatives of landlords in the
10 development process. The information must be provided by the landlord
11 to new tenants at the time the lease or rental agreement is signed, and
12 must be provided to current tenants no later than January 1, 2006, or
13 must be posted in a visible, public location at the dwelling unit
14 property beginning July 24, 2005;

15 (13) The landlord and his or her agents and employees are immune
16 from civil liability for failure to comply with subsection (12) of this
17 section except where the landlord and his or her agents and employees
18 knowingly and intentionally do not comply with subsection (12) of this
19 section; and

20 (14) Designate to the tenant the name and address of the person who
21 is the landlord by a statement on the rental agreement or by a notice
22 conspicuously posted on the premises. The tenant shall be notified
23 immediately of any changes by certified mail or by an updated posting.
24 If the person designated in this section does not reside in the state
25 where the premises are located, there shall also be designated a person
26 who resides in the county who is authorized to act as an agent for the
27 purposes of service of notices and process, and if no designation is
28 made of a person to act as agent, then the person to whom rental
29 payments are to be made shall be considered such agent;

30 No duty shall devolve upon the landlord to repair a defective
31 condition under this section, nor shall any defense or remedy be
32 available to the tenant under this chapter, where the defective
33 condition complained of was caused by the conduct of such tenant, his
34 family, invitee, or other person acting under his control, or where a
35 tenant unreasonably fails to allow the landlord access to the property
36 for purposes of repair. When the duty imposed by subsection (1) of
37 this section is incompatible with and greater than the duty imposed by

1 any other provisions of this section, the landlord's duty shall be
2 determined pursuant to subsection (1) of this section.

3 **Sec. 4.** RCW 59.18.130 and 1998 c 276 s 2 are each amended to read
4 as follows:

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

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

12 (2) Properly dispose from his or her dwelling unit all rubbish,
13 garbage, and other organic or flammable waste, in a clean and sanitary
14 manner at reasonable and regular intervals, and assume all costs of
15 extermination and fumigation for infestation caused by the tenant;

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

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

25 (5) Not permit a nuisance or common waste;

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

31 (7) Maintain the smoke detection device and, if required, the
32 carbon monoxide alarm in accordance with the manufacturer's
33 recommendations, including the replacement of batteries where required
34 for the proper operation of the smoke detection device, as required in
35 RCW (~~(48.48.140)~~) 43.44.110(3), and the carbon monoxide alarm, if
36 required under section 2(3) of this act;

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

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

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

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

12 (9) Not engage in any gang-related activity at the premises, as
13 defined in RCW 59.18.030, or allow another to engage in such activity
14 at the premises, that renders people in at least two or more dwelling
15 units or residences insecure in life or the use of property or that
16 injures or endangers the safety or health of people in at least two or
17 more dwelling units or residences. In determining whether a tenant is
18 engaged in gang-related activity, a court should consider the totality
19 of the circumstances, including factors such as whether there have been
20 a significant number of complaints to the landlord about the tenant's
21 activities at the property, damages done by the tenant to the property,
22 including the property of other tenants or neighbors, harassment or
23 threats made by the tenant to other tenants or neighbors that have been
24 reported to law enforcement agencies, any police incident reports
25 involving the tenant, and the tenant's criminal history; and

26 (10) Upon termination and vacation, restore the premises to their
27 initial condition except for reasonable wear and tear or conditions
28 caused by failure of the landlord to comply with his or her obligations
29 under this chapter: PROVIDED, That the tenant shall not be charged for
30 normal cleaning if he or she has paid a nonrefundable cleaning fee.

31 NEW SECTION. **Sec. 5.** Sections 3 and 4 of this act take effect
32 January 1, 2010.

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