

2023 Legislative Update

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The major theme in 2023 is the gradual expiration of COVID-era restrictions on operating residential rental property. This update does not cover prior-year's legislation that is expiring in 2023.

SB 5197 Updates to the Unlawful Detainer Procedure

This law makes several COVID-era changes both permanent and mandatory. All unlawful detainer courts are required to permit any party or witness to participate remotely (via telephone, video, or electronic means) unless good cause is shown to require in-person attendance. Residents who will reinstate their tenancy using government or non-profit funds now have until the day of their physical eviction to pay the judgment in full (most courts in our service area already act as if this was the law). Finally, as of July 23, housing providers are no longer required to provide copies of non-payment of rent notices to the local Dispute Resolution Center.

“Wear resulting from ordinary use” is defined to mean “deterioration that results from the intended use of a dwelling unit, including breakage or malfunction due to age or deteriorated condition. Such wear does not include deterioration that results from negligence, carelessness, accident, or abuse of the premises, fixtures, equipment, appliances, or furnishings by the tenant, immediate family member, occupant, or guest.” RCW 59.18.030(39).

HB 1074 Security Deposit Accounting

The deadline for housing providers to fully account for a former resident's refundable security deposit is extended to 30 days (from 21). Wear and tear is defined by statute for the first time. Housing providers are still required to obtain the resident's signature on the checklist, but are no longer penalized if the resident fails/refuses to sign it.

The requirements for the move-out accounting statement are changes significantly. The statement must include either (a) documentation from a third-party substantiating each line-item or (b) a time log for any in-house work and a reasonable hourly rate for the time charged. Estimates, receipts for items previously purchased, and a vendor price list are all permitted to satisfy the third-party documentation requirement. **Carpet cleaning charges are prohibited** unless the cleaning was made necessary by damage and not “ordinary use.” Housing providers can still collect a non-refundable carpet cleaning fee at move-in.

Finally, housing providers are prohibited from any attempt to collect a debt that does not describe the items original condition in a move-in condition checklist and meet these documentation standards; this prohibition includes sending a debt to collections, reporting it to consumer reporting agencies, or notifying other prospective housing providers. The statute of limitations for suing on these damages is 3 years from the date of move-out.

All changes take effect July 23, 2022. Several minor changes and technical corrections are not addressed by this Legislative Update. This is a summary only, not a substitute for individual advice from an attorney.

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