

SHB 1074– Landlord Damage Claims

- Bill Sponsor Representative Thai (D-41) first introduced her damage deposit bill, HB 1300, in 2020.
- She reintroduced her bill this year, 2023, as HB1074
- Applies to new leases (tenancies) entered into after July 22, 2023.

New Definition

- Wear resulting from ordinary use of the premises" means deterioration that results from the intended use of a dwelling unit
 - Breakage or malfunction due to age or deteriorated condition.
 - 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.

Normal Wear and Tear?



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At the Commencement of Tenancy

- Provide:
 - Lease
 - Checklist (signed and dated!)
 - Tenant has the right to a request on free replacement copy

Checklist (New Items)

- Specifically describing the condition and cleanliness of or existing damage:
 - Fixtures
 - Equipment
 - Appliances
 - Walls (paint and wallpaper)
 - Flooring
 - Furniture
 - Appliances

More Time

- 30 days to return the deposit statement with documentation
 - Applies to new leases entered into after July 22, 2023

More Documentation

- Include with your deposit statement
 - Estimates
 - Invoices
 - Receipts
 - Vendor Price List
 - Website
- You may deduct for your time or an employee's time at a reasonable rate

Deposit Cannot Be Used for

- Wear resulting from ordinary use
- Carpet Cleaning
 - Unless beyond wear for ordinary use
- Repair or replacement if the condition is not reasonably documented in checklist
- Items not included in the checklist
- The entire fixture, equipment or appliance if only a portion is damaged in excess of ordinary use

Reporting Damage

- Damages for wear resulting from ordinary use of the premises or not substantiated by documentation required may not be charged to the tenant, reported to any consumer reporting agency, tenant screening service, or prospective landlord, or submitted for collection by any third-party agency.

Lawsuit for Damage

- Statute of Limitations - three-year statute of limitations for a landlord to file a lawsuit against a tenant to recover sums exceeding the amount of the damage deposit