**Death of a Single Occupancy Tenant**

1. **New rule only applies to tenants who are sole occupants of the unit**
2. **Tenant Designation RCW 59.18.590**
	1. Not mandatory
	2. Must be in writing, and not part of the rental agreement
	3. Must contain:
		1. Name, Mailing address, email address if possible, and phone number
		2. Signed statement by tenant authorizing LL to allow tenant designate to:
			1. Access the unit
			2. Remove the tenant’s property
			3. Receive SODA refunds
			4. Dispose of the T’s belongings consistent with a will or intestacy
		3. A statement that it remains in place until revoked or replaced with a new designee
	4. Tenant can do this at any time by giving LL the above information in writing
	5. Designee may be changed by T anytime prior to death
	6. If there is a probate, and the LL learns of the appointment of an executor or personal representative of the estate, or small estate affidavit, then the Tenant Designee powers terminate
3. **Landlord Duties RCW 59.18.595**
	1. Only applies in the death of a single occupant unit
	2. Upon learning of the death, the LL **must**:
		1. Mail or personally deliver written notice to the Tenant Designee, known personal representative, emergency contact (designated by T on application), any known person reasonably believed by the LL to be a successor to the T (LL has no duty to search them out), and to the deceased tenant at the address of the dwelling unit. If email addresses for any of the above are known to LL, the notice must be emailed as well.
			1. Notice must include:
				1. Name of deceased tenant and address of the rental unit
				2. Approximate date of death
				3. The rent amount and date rent is paid through
				4. Statement that the tenancy will terminate in 15 days from the later of the mailing date of the notice or the date through which rent is paid, unless, during that time period, a tenant representative pays rent in advance for no more than 60 days from the date of death to allow for more time to remove belongings. The tenancy ends automatically at the end of the time rent has been paid pursuant to the above.
				5. Statement that failure to remove the T’s property prior to the termination date will allow the LL to enter the unit and take possession of the property, store it in a secure location, charge for the reasonable moving and storage of the property, and after the mailing/personal delivery of a second notice, dispose of the property.
				6. A copy of any tenant designation pursuant to RCW 59.18.590
			2. LL has to release the property to the tenant representative if they request that in writing during the time period above, or later if agreed to by the parties
				1. Before the representative removes the property, they must provide the LL in writing:

an inventory of the property removed

a signed acknowledgement that they have only been given possession not ownership of the removed property

* + - 1. LL must send out SODA within 21 days **after removal of the property by the tenant representative to the tenant representative.**
			2. Before LL disposes of the property, LL must send out a second notice.
				1. If tenant representative pays rent in advance for any period, then LL must send out second notice, to all persons getting the first notice. Notice must include:

Name, address and other contact information for tenant representative who paid the rent in advance

The amount of rent paid and the date through which rent is paid

Statement that LL may dispose of property after the later of 45 days after the **2nd notice is mailed** or the new date through which rent is paid if any property is not removed by tenant representative

**Cannot dispose of personal papers, photos**

* + - * 1. If LL puts property in storage, then LL must mail out a 2nd notice to all persons getting the first notice saying that LL may dispose of property 45 days after the **2nd notice is mailed** if any property is not removed by tenant representative
			1. LL has to release the property to the tenant representative if they request that in writing during the time period above, or later if agreed to by the parties
				1. Before the representative removes the property, they must provide the LL in writing:

an inventory of the property removed

a signed acknowledgement that they have only been given possession not ownership of the removed property

* + - * 1. pays the reasonable moving and storage costs
	1. If cumulative value of the remaining property is more than $1,000.00, then LL must try and sell the property in a commercially reasonable manner prior to disposal
		1. If under $1000.00 then no sale is required prior to disposal
		2. LL may apply the money from the sale to costs of sale and costs of moving and storage.
			1. Any excess money must be held by the LL for 1 year and if not claimed, then turned over to the state as abandoned property
	2. Personal papers and photos must be held by LL for 90 days after sale or disposal of the other items and if not claimed, then can be destroyed by LL
	3. LL and any of its employees/family members cannot claim or buy any of the personal property
	4. Upon learning of death, LL may immediately go in and dispose of any perishable food, hazardous materials or garbage and turn over any pets to the tenant representative or animal control, or other agency willing to take them
	5. All notices mailed under this section must include the name, mailing address, phone number, and email address of LL
	6. Violations by LL result in actual damages and costs and reasonable attorney fees
	7. Any LL who follows this section is relieved from any liability regarding the property.