

Attorney General of Washington
Consumer Protection Division

Landlord/Tenant Law

Please Note:

This page is provided by the Attorney General's Office to give general information about the state's Residential Landlord-Tenant Act (RCW 59.18).

Since this is a lengthy and complicated law which continues to be interpreted by the courts, we recommend contacting an attorney when dealing with your specific landlord-tenant question.

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Who Is Covered By The Law?

Most tenants who rent a place to live come under the state's Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law.

Those who are generally not covered by the Residential Landlord-Tenant Act are:

- Renters of a space in a mobile home park. They are usually covered by the state's Mobile Home Landlord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in hotels and motels.
- Residents of public or private medical, religious, educational, recreational or correctional institutions.
- Tenants with an earnest money agreement to purchase the dwelling.
- Tenants who lease a single-family dwelling with an option to purchase, if the tenant's attorney has approved the lease on its face.
- Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- Residents of a single family dwelling which is rented as part of a lease for agricultural land.
- Residents of housing provided for seasonal farm work.
- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager.)
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.

- Tenants who are using the property for commercial rather than residential purposes.

Rights of All Tenants

Renters who are not covered by the Landlord-Tenant Act do have these basic rights under other state laws:

- Right to a livable dwelling.
- Protection from unlawful discrimination.
- Right to hold the landlord liable for damage caused by the landlord's negligence.
- Protection against lockouts and seizure of personal property by the landlord.

Moving In

Types of Rental Agreements

A rental agreement between the landlord and tenant sets down the terms which will be followed while the tenant lives in the rental unit.

The following is a description of the two most common types of rental arrangements: *leases* and *month-to-month rental agreements*. But whatever a rental agreement is called, it's important to read the document carefully to learn its exact terms.

Month-to-Month Agreement. This agreement is for an indefinite period of time, with rent usually payable on a monthly basis. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is being paid, the agreement must be in writing.

A month-to-month agreement continues until either the landlord or tenant gives proper notice to end it.

The rent can be raised or the rules changed at any time, provided the landlord gives the tenant proper notice.

Lease. A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid.

During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree.

Leases of one year or more are exempt from the Landlord-Tenant Act, but only if the tenant's attorney has approved such an exemption.

Illegal Provisions in Rental Agreements

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced

under the law. These include:

- A provision which waives any right given to tenants by the Landlord Tenant Act.
- A provision that tenants give up their right to defend themselves in court against a landlord's accusations.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision allowing the landlord to enter the rental unit without proper notice (for complete information on tenant's right to privacy, see page 9.)
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

Deposits and Other Fees

When a new tenant moves in, the landlord often collects money to cover such things as cleaning or damage. The money collected may be refundable or nonrefundable.

Refundable Deposits

Under the Landlord-Tenant Act, the term "deposit" can only be applied to money which can be refunded to the tenant.

If a refundable deposit is being charged, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back.
- The tenant must be given a written receipt for each deposit.
- A checklist or statement describing the condition of the rental unit must be filled out. Landlord and tenant must sign it, and the tenant must be given a signed copy. (The Attorney General's Office offers a free sample checklist for this purpose.)
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord.

For information on returning refundable deposits when a tenant moves out, see page 16.

Nonrefundable Fees

These will not be returned to the tenant under any circumstances. If a nonrefundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A nonrefundable fee cannot legally be called a "deposit."

While You're Living in the Rental Unit

Landlord's Responsibilities

Under the Landlord-Tenant Act, the landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger the tenant's health and safety.
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather-tight condition.
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity and hot and cold water.
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings.
- Keep common areas, such as lobbies, stairways and halls, reasonably clean and free from hazards.
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant.
- Make repairs to keep the unit in the same condition as when the tenant moved in (except for normal wear and tear).
- Keep electrical, plumbing and heating systems in good repair, and maintain any appliances which are provided with the rental.
- Inform the tenant of the name and address of the landlord or landlord's agent.
- Set water heaters at 120 ° when a new tenant moves in.
- Provide smoke detectors, and ensure they work properly when a new tenant moves in. (Tenants are responsible for maintaining detectors.)
- Investigate whether a tenant is engaging in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. (See RCW 58.18.180 for details)

Important Note: A landlord is not responsible for the cost of correcting problems which were caused by

the tenant.

Tenant's Responsibilities

Under the Landlord-Tenant Act, a tenant is required to:

- Pay rent, and any utilities agreed upon.
- Comply with any requirements of city, county or state regulations.
- Keep the rental unit clean and sanitary.
- Dispose of garbage properly.
- Pay for fumigation of infestations caused by the tenant.
- Properly operate plumbing, electrical and heating systems.
- Not intentionally or carelessly damage the dwelling.
- Not engage in or allow any gang-related activity.
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenants' use of their property).
- When moving out, restore the dwelling to the same condition as when the tenant moved in, except for normal wear and tear.

If the Landlord Wants to Make Changes

Below are generalizations about the two most common types of rental agreements. Be sure to consult your rental documents to find out how changes can be made in the terms of your agreement.

Month-to-Month Agreements. If the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. (Less notice is not allowed under the law.) These changes can only become effective at the beginning of a rental period (the day the rent is due).

If the landlord wishes to convert the unit to a condominium the tenant must be given a 90-day notice.

The Landlord-Tenant Act does not limit how much rent can be raised, or how often. However, the landlord cannot raise the rent to retaliate against a tenant.

Leases. Under a lease, in most cases, changes cannot be made unless both landlord and tenant agree to the proposed change.

If the Property is Sold

The sale of the property does not automatically end a lease or month-to-month rental agreement.

When a rental unit is sold, tenants must be notified of the new owner's name and address, either by certified mail, or by a revised posting on the premises.

All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

Landlord's Access to the Rental

The landlord must give the tenant at least a two-day notice of his intent to enter at reasonable times. However, the law says that tenants must not unreasonably refuse to allow the landlord to enter the rental where the landlord has given at least one-day's notice of intent to enter at a specified time to show the dwelling to prospective or actual purchasers or tenants.

Any provision in a rental agreement which allows the landlord to enter without such notice is not valid under the law.

The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling.

In case of an emergency, or if the property has been abandoned, the landlord can enter without notice.

If the Rental Needs Repairs

Required Notice. When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental, the name of the owner, if known, and a description of the problem.

It's a good idea to deliver the notice personally, or to use certified mail and get a return receipt from the post office.

After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those required waiting times are:

- 24 hours for no hot or cold water, heat, or electricity, or for a condition which is imminently hazardous to life.
- 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord.
- 10 days for all other repairs.

Tenant's Options. What can the tenant do if repairs are not started within the required time? If the tenant is paid up in rent and utilities, the following options can be used:

1. The tenant can move out. After waiting the required time, the law allows tenants to give written notice to the landlord and move out immediately. Tenants are entitled to a prorated refund of their rent,

as well as the deposits they would normally get back.

2. Litigation or arbitration can be used to work out the dispute. A tenant can hire an attorney and go to court to force the landlord to make repairs. (These kinds of suits cannot be brought in Small Claims Court.) Or, if the landlord agrees, the dispute can be decided by an arbitration service. Arbitration is usually less costly and quicker than going to court.

3. The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

Before having any repairs made by a licensed or registered tradesperson if one is required, or any person capable of doing the work, the tenant must submit a good faith estimate to the landlord. To speed up the repair process, the estimate can be given to the landlord along with the original written notice of the problem.

When the required waiting period has ended and the landlord has not begun repairs, the tenant can contract with the lowest bidder to have the work done. **An Important Note:** If the repair is one that has a 10-day waiting period, you cannot contract to have the work done until ten days after the landlord receives notice, or five days after the landlord receives the estimate, whichever is later.

After the work is completed, the tenant pays the repair person and deducts the cost from the rent payment. The landlord must be given the opportunity to inspect the work.

There are limits on the cost of repairs which can be deducted. If a tenant contracts the repair work out to a licensed or registered person, or to a responsible person if no other license is required, then the total cost of repairs that may be deducted in this category is no more than one month's rent per each repair, and no more than two months rent in any 12 month period.

If a large repair which affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent.

Remember: a tenant must be current in rent and utilities payments to use this procedure.

4. The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson. The tenant must give the landlord proper notice of the problem as outlined on pages 10 and 11. Then, if the landlord does not begin repairs within the required time, the tenant can make the repairs. The cost of materials and labor can be deducted from the rent.

To use this procedure, the cost of the repairs cannot be more than half a month's rent. And within any 12-month period, the tenant can only deduct a total of one month's rent.

The landlord must be given the chance to inspect the repairs. Work must be properly done and meet local codes. The tenant could be held responsible for inadequate repair work.

5. Rent in Escrow. After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. This procedure is very technical and cannot be described in full here. For copies of the law (RCW 59.18) write to the Code Revisor's Office, or consult your attorney.

Illegal Actions of a Landlord

The law prohibits a landlord from taking certain actions against a tenant. These illegal actions include:

Lockouts. The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information contact your city or county government.

Utility Shutoffs. The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time.

If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff.

If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to \$100 per day for the time without service, as well as attorney's fees.

Taking the tenant's property. The law allows a landlord to take a tenant's property only in the case of abandonment.

A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid.

If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to \$100 for each day the property is kept (to a total of \$1,000).

Renting condemned property. The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be liable for three months rent or treble damages, whichever is greater, as well as costs and attorney's fees for knowingly renting the property.

Retaliatory actions. If a tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action.

Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant.

The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when notice of the change was received.

If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney's fees.

Moving Out

Proper Notice to Leave

When a tenant wants to move out of a rental unit, it is important that the proper kind of notice be given to the landlord. The following discusses how to end the two most common types of rental agreements. However, it is important that tenants check their own rental agreements to determine what kind of notice must be given before they move out.

Leases. If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required.

If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease. However, the landlord must make an effort to re-rent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time.

Month-to-Month Rental Agreements. When a tenant wants to end a month-to-month rental agreement, written notice must be given to the landlord. The notice must be received at least 20 days before the end of the rental period (the day before rent is due). The day on which the notice is delivered does not count. A landlord cannot require a tenant to give more than 20 days notice when moving out.

What if a tenant moves out without giving proper notice? The law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

When a landlord wants a month-to-month renter to move out, a 20-day notice is required.

Return of Deposits

After a tenant moves out, a landlord has 14 days in which to either return deposits, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

Under the law, the rental unit must be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal "wear and tear", or damage that existed when the tenant moved in. (Under the law, a damage checklist should have been filled out when the tenant moved in.)

The landlord is in compliance with the law if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 14 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

Evictions

When a landlord wants a tenant to move out, certain procedures must be followed. This section discusses why landlords can evict tenants, and what methods must be used.

There are four types of evictions under the law, each requiring a certain type of notice:

For not paying rent. If the tenant is even one day behind in rent, the landlord can issue a three day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment.

For not complying with the terms of the rental agreement. If a tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies "no pets"), the landlord can give a ten-day notice to comply or move out. If the tenant remedies the situation within that time, the landlord cannot continue the eviction process.

For creating a "waste or nuisance." If a tenant destroys the landlord's property; uses the premises for unlawful activity including gang or drug-related activities; damages the value of the property; interferes with other tenant's use of the property; the landlord can issue a three-day notice to move out. The tenant must move out after receiving this type of notice. There is no option to stay and correct the problem.

For no cause. Except in the city of Seattle, landlords can evict month-to-month tenants without having or stating a particular reason, as long as the eviction is not discriminatory or retaliatory.

If the landlord wants a tenant to move out and does not give a reason, the tenant must be given a 20-day notice to leave. The tenant must receive the notice at least 20 days before the next rent is due.

The tenant can only be required to move out only at the end of a rental period (the day before a rental payment is due.)

Usually, a 20-day notice cannot be used if the tenant has signed a lease. Check the specific rental document to determine if a lease can be ended this way.

If the rental is being converted to a condominium, the tenant must be given a 90-day notice under state law.

How must a landlord notify the tenant of eviction proceedings? For a landlord to take legal action against a tenant who does not move out, the landlord must first give written notice to the tenant in accordance with the law (RCW 59.12.040). The landlord's options include personal service, service by mail, and service by placing in a prominent place on the premises. See the statute to ensure strict compliance.

What if a tenant continues to live in a rental unit after receiving notice? If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an "unlawful detainer" action.

If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to physically move a tenant out is by going through the courts and the sheriff's office.

Abandonment

When is a tenant considered to have abandoned a dwelling? Under the law, abandonment occurs when a tenant has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must then be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored, and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the post office.

How long must the landlord wait before selling the abandoned property? That depends on the value of the goods.

If the total value of the property is less than \$50, the landlord must mail a notice of the sale to the tenant and then wait seven days. Family pictures, keepsakes, and personal papers cannot be sold until 45 days after the landlord mails the notice of abandonment.

If the total value of the property is more than \$50, the landlord must mail a notice of the sale to the tenant and then wait 45 days. Personal papers, family pictures and keepsakes can be sold at the same time as other property.

The money raised by the sale of the property goes to cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant's property and a court later determines there had not actually been an abandonment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

What happens to a tenant's deposits when the rental is abandoned? Within 14 days of learning of an abandonment, the landlord is responsible for either returning a tenant's deposit or providing a statement of why the deposit is being kept.

Where to Go With Questions And Complaints

For further information on the law:

The Attorney General's ConsumerLine Information Service has recorded tapes on landlord-tenant topics.

• **In Washington,**

call 1-(800) 692-5082.

A number of local agencies offer landlord tenant information. Some also aid in settling disputes.

Benton-Franklin Counties

Benton-Franklin Community Action Agency

(509) 545-4065

Pierce County

Pierce County Community Services

Agency

(253) 591-7240

King County

Bellevue Neighborhood Mediation Program

(425) 452-4091

Dispute Resolution Center

(206) 443-9603

The Tenants Union

(206) 723-0500

Skagit County

Common Ground Center for Conflict

Resolution

(360) 336-6164

Snohomish County

Dispute Resolution Center of Snohomish County

(425) 339-1335

Spokane

The Dispute Resolution Center of Spokane

(509) 326-8029

Volunteers of America

(509) 624-2385

Kennewick

Columbia Basin Apartment Association

(509) 783-1800

Walla Walla, Columbia, Garfield Counties

Blue Mountain Action Council

(509) 529-4980

Whatcom County

Whatcom County Opportunity Council

(360) 734-5121 From Bellingham

(360) 384-1470 County-Wide

Yakima

Housing Service Center

(509) 575-6101

Complaints and inquiries about housing codes: call your local city or county zoning or building departments.

Low income housing:

Department of Housing and

Urban Development

909 First Ave.

Suite 190

Seattle, WA 98104

(206) 220-5205

For legal assistance in settling disputes:

If you need low cost legal assistance, contact the Washington State Bar Association, or your county bar association and ask about its lawyer referral program.

Many communities offer low cost legal clinics. Check with local service agencies to find the one nearest you.

Complaints about discrimination:

Washington State Human Rights

Commission

1511 Third Ave.

Suite 921

Seattle, WA 98101

(206) 464-6500

Also, contact your local Human Rights

Commission or Housing Department.

For information on City of Seattle Renters Rights:

Seattle Department of Construction &

Land Use

(206) 684-7899

Landlord-Tenant Law

The Attorney General's Office provides information and informal mediation to consumers and businesses. If you have a question or want assistance resolving a problem, please contact one of the Consumer Resource Centers listed below.

The Attorney General is prohibited from acting as a private attorney on an isolated complaint. If your complaint demands immediate legal action, you should consider private legal action in Small Claims Court (no attorney necessary) if your claim is under \$2,500. If your complaint involves more than \$2,500, you should seek a private attorney. You might also consider arbitration.

For more information on Washington's **Motor Vehicle Lemon Law**, call **(800) 541-8898** or (206) 587-4240.

CONSUMER RESOURCE CENTERS

OFFICE OF THE ATTORNEY GENERAL

Website <http://www.wa.gov/ago>

Statewide (800) 551-4636 Voice

(800) 276-9883 Hearing Impaired (TDD)

Bellingham (360) 738-6185

Kennewick (509) 734-7140

Seattle (206) 464-6684 Voice

(206) 464-7293 Hearing Impaired (TDD)

Spokane (509) 456-3123

Tacoma (253) 593-2904

Vancouver (360) 690-4751

CONSUMERLINE has taped information on a number of consumer related issues. Residents in Washington can call (800) 692-5082.

For Further Information

The Attorney General's Office has a policy of providing equal access to its services. If you need to receive the information in this brochure in an alternate format, please call (206) 464-6684. The hearing impaired may call 1-(800) 276-9883 Statewide, or in Seattle at 464-7293.