Seattle Department of Construction and Land Use
710 - 2nd Avenue, Suite 700,
Seattle WA 98104-1703

Information for Tenants

This summary of Washington state and City of Seattle landlord/tenant regulations must be provided to tenants by owners of residential rental property located in Seattle. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. For legal advice, please consult an attorney.

June 1996

Seattle Landlord-Tenant Laws

What are the obligations of landlords?

Building owners must provide safe, clean, secure living conditions, including:

- Keeping the premises fit for human habitation and keeping common areas reasonably clean and safe;
- Controlling insects, rodents and other pests;
- Maintaining roof, walls and foundation and keeping the unit weathertight;
- Maintaining electrical, plumbing, heating and other equipment and appliances supplied by the owner;
- Providing adequate containers for garbage and arranging for garbage pickup;
- When responsible for providing heat in rental units, from September through June maintaining daytime (7 am to 10:30 pm) temperatures at 65°F or above and nighttime temperatures at not less than 58°F;
- In non-transient accommodations, providing keys to unit and building entrance doors and, in most cases, changing the lock mechanism and keys upon a change of tenants;
- Installing smoke detectors.

Owners are not required to make cosmetic repairs after each tenancy, such as installing new carpets or a fresh coat of paint.

What are the obligations of tenants?

Tenants must maintain rental housing in a safe, clean manner, including:

- Properly disposing of garbage;
- Exercising care in use of electrical and plumbing fixtures;
- Promptly repairing any damages caused by them or their guests;
- Granting reasonable access for inspection, maintenance, repair and pest control;
- Maintaining smoke detectors in good working order; and
- Refraining from storing dangerous materials on the premises.

What is the Just Cause Eviction Ordinance?

This ordinance requires landlords to have good cause in order to terminate a tenancy. It specifies the only reasons for which a tenant in Seattle may be evicted, and requires owners to list the reason, in writing, for ending a tenancy when giving a termination notice. Unless otherwise noted, an owner must give a termination notice at least 20 days before the start of the next rental period. Good causes include:

1. The tenant fails to pay rent within 3 days of a notice to pay rent or vacate.
2. The owner has notified the tenant in writing of overdue rent at least 4 times in a 12-month period.
3. The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
4. The tenant does not comply with a material obligation under the state Landlord-Tenant Act within 10 days of a notice to comply or vacate.
5. The owner has notified a tenant in writing at least 3 times in a 12-month period to comply within ten days with a material term of the lease or rental agreement.
6. The tenant seriously damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business and does not vacate the premises within 3 days of a notice to do so.
7. The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. A property owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the eviction notice to DCLU.
8. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building. Immediate family includes the owner's spouse or owner's domestic partner, and the

continued on page 2

parents, grandparents, children, brothers and sisters of the owner or owner's spouse or owner's domestic partner. DCLU may require a property owner to sign a certification of the intent to have a family member move in if a tenant has reason to believe the owner will not follow through with this reason. There is a rebuttable presumption of a violation if the designated person does not occupy the unit for a continuous period of 60 days out of the 90 days after the tenant vacates. A tenant evicted for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.

9. The owner wishes to evict a tenant who lives in the same housing unit with the owner; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
10. The tenant's occupancy is conditioned upon employment on the property and the employment is terminated.
11. The owner plans major rehabilitation and has obtained required permits and a Tenant Relocation License. The owner must give a tenant who moves for this reason written notice, upon moving out, that the tenant has the first option to rent the renovated unit. When the unit is ready to be reoccupied, the owner must notify the tenant by mailing written notice to the last address provided by the tenant. The tenant has 30 days to exercise the option to rent the unit. A tenant evicted for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
12. The owner decides to convert the building to a condominium. (State and City regulations regarding conversions must be met.)
13. The owner decides to demolish a building or to convert it to non-residential use and has obtained a necessary permit and a Tenant Relocation License under the Tenant Relocation Assistance Ordinance.
14. The owner desires to sell a single family residence and gives the tenant written notice at least 60 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if DCLU receives a complaint. There is a rebuttable presumption of an ordinance violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant evicted for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
15. The owner seeks to discontinue use of a unit not authorized under the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to tenants who have to move so that the owner can correct the violation. Relocation assistance for low-income tenants is $2,000; for other tenants it is an amount equal to 2 months' rent.
16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than eight people per dwelling unit if any are unrelated). For information on the procedures to terminate tenancies for this reason, please consult DCLU Client Assistance Memo #610 for detailed instructions.
17. The owner must evict a tenant from a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a notice of violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of $2,000 for low-income tenants, or two months' rent in other cases. DCLU may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
18. An Emergency Order to vacate the property has been issued by DCLU and the tenants have failed to vacate by the deadline given in the Order.

Failure to carry out stated cause: If an owner evicts a tenant for the reason that (1) sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for eviction, he or she may be subject to enforcement action by the City and a civil penalty of up to $2,500.

Private right of action for tenants: If an owner evicts a tenant because (1) sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for eviction, the tenant can sue the owner for up to $2,000, costs, and reasonable attorney's fees.

For additional information on the Just Cause Eviction Ordinance, call the Department of Construction and Land Use at 684-7867 or 386-9733.

What actions are considered to be harassment or retaliation?

City law prohibits retaliatory actions against either a tenant or a landlord. **These provisions are enforced by the Seattle Police Department and violations carry criminal penalties.**

A landlord is prohibited from harassing or retaliating against a tenant by:

1. Changing or tampering with locks on unit doors;
2. Removing doors, windows, fuse box, furniture or other fixtures;
3. Discontinuing utilities supplied by owner;
4. Removing a tenant from the premises except through the formal court eviction process;

5. Evicting, increasing rent or threatening a tenant for reporting housing code violations to DCLU or for exercising any legal rights arising out of the tenant's occupancy; or
6. Entering a tenant's unit, except in an emergency, or except at reasonable times with the tenant's consent after giving at least 2 days notice.

A tenant is prohibited from harassing or retaliating against a landlord by:

1. Changing or adding locks on unit doors.
2. Removing owner-supplied fixtures, furniture, or services.
3. Willfully damaging the building.

Harassment or retaliation by an owner or a tenant should be reported to the Seattle Police at 911 or the Community Service Officers of the Seattle Police Dept at 684-4790.

What other City Ordinances affect tenants and landlords?

1. Rental Agreement Regulation Ordinance

Under this law, landlords are not allowed to require a month-to-month tenant to stay more than one rental period (e.g., 1 month). Rental agreement provisions that penalize a tenant for moving before a minimum number of months have passed are not valid. A landlord who desires to have a tenant stay for a certain amount of time should offer the tenant a lease. In addition, landlords are required to give current and new renters this written information about Seattle and Washington state laws. Tenants can recover actual damages, legal costs and penalties through private civil action against landlords who violate this law. One duplicable master copy per customer is available from the DCLU Permit Center, 720 2nd Avenue. To request a copy by mail send a stamped ($0.55) self-addressed envelope to Publications Clerk, DCLU, 710 2nd Avenue, Suite 700, Seattle WA 98104-1703.

2. Open Housing and Public Accommodations Ordinance

The City of Seattle is committed to a policy of promoting the availability and accessibility of housing to all persons and prohibits discrimination on the basis of race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, political ideology or disability. Inquiries about this ordinance and complaints of violations should be directed to the Seattle Human Rights Department at 684-4500.

3. Condominium Conversion Ordinance

When an apartment building is being converted to condominiums the Condominium Conversion Ordinance requires a housing code inspection and that tenants receive a 90 day written notice of the conversion. Tenants have a 60 day option to purchase their own unit before it can be offered for sale to the public. If the tenant decides not to buy his or her unit the tenant may be eligible to receive $500.00 relocation assistance from the developer. To be eligible, the tenant's income cannot exceed 80% of median income. The relocation assistance is paid at the time that the unit is vacated. For further information, call DCLU at 684-7867.

4. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or by removal of use restrictions from subsidized housing. A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before terminating a tenancy. All tenants must receive a 90 day notice of the activity that will require them to move. Eligible low income tenants, whose income cannot exceed 50% of median income, receive cash relocation assistance. Call DCLU at 684-7979, 684-7867 or 386-9733 for more information.

5. Repair and Maintenance - Housing and Building Maintenance Code

This ordinance requires owners to meet certain minimum standards and keep buildings in good repair. After first requesting the owner to make repairs, a tenant can report needed repairs by calling the Department of Construction and Land Use at 684-7899. If an inspector finds code violations, the owner will be required to make needed corrections.

Washington State Regulations

THE LANDLORD-TENANT ACT, Chapter 59.18 RCW. Call 464-6811 for information.

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. [See RCW 59.18.415]

Those who are generally not covered by the Act are:

- Renters of a space in a mobile home park 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; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants who have exercised an option to buy the dwelling. However, tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- 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

Regardless of whether they are covered by the Residential Landlord-Tenant Act, all renters have these basic rights under other state laws: the Right to a livable dwelling; Protection from unlawful discrimination; Right to hold the landlord liable for personal injury or property damage caused by the landlord's negligence; Protection against lockouts and seizure of personal property by the landlord.

TYPES OF RENTAL AGREEMENTS

Month-to-Month Agreement. This agreement is for an indefinite period of time, with rent usually payable on a monthly basis or other short term period. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is collected, the agreement must be in writing. [RCW 59.18.260]

A month-to-month agreement continues until either the landlord or tenant gives the other written notice at least twenty days before the end of the rental period. In the situation of a conversion to a condominium or a change in the policy excluding children the landlord must provide ninety days written notice to the tenant. [RCW 59.18.200] The rent can be increased or the rules changed at any time, provided the landlord or tenant gives the tenant written notice at least thirty days before the effective date of the rent increase of rule change. [RCW 59.18.140]

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 can be exempt from the Landlord-Tenant Act if the tenant's attorney has approved such an exemption.

ILLEGAL DISCRIMINATION

Federal law prohibits most landlords from refusing to rent o a person or imposing different rental terms on a person ecause of race, color, religion, sex, handicap, familial sta- us (having children or seeking custody of children), or na- ional origin. [Fair Housing Act 42 USC s. 3601 et.seq. 1988] tate law recognizes protection to the same individuals as vell as for marital status, creed, age, the presence of sen- ory, mental, or physical disability. If you think you have een denied rental housing or have been the victim of hous- ig discrimination file a written compliant with the Wash- igton State Human Rights Commission. You may also file compliant with the federal Fair Housing Section of the epartment of Housing and Urban Development of your cal city human rights department.

LIABILITY

Once the tenant has signed a rental agreement, he or she must continue to pay the rent to maintain their eligibility to bring actions under this act. The tenant should also understand what he or she is responsible for in the maintenance of the property. While the landlord is responsible for any damage which occurs due to his or her negligence, the tenant must be prepared to accept responsibility for damages he or she causes.

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. [RCW 59.18.230] These include:

- A provision which waives any right given to tenants by the Landlord-Tenant Act or that surrenders tenants' right to defend themselves in court against a landlord's accusations.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- 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 that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

PRIVACY—LANDLORD'S ACCESS TO THE RENTAL [RCW 59.18.150]

The landlord must give the tenant at least a two day notice of his intent to enter at reasonable times. However, 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 exhibit the dwelling to prospective or actual purchasers or tenants. 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. The landlord still must get the tenant's permission to enter, even if the required advance notice has been given.

DEPOSITS AND OTHER FEES

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 collected, 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. [RCW 59.18.260]

continued on page 5

- The tenant must be given a written receipt for each deposit. [RCW 59.18.270]
- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy. (The Consumer Resource Center of the Attorney General's Office offers a free sample checklist for this purpose.) [RCW 59.18.260]
- 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. [RCW 59.18.270]

Non-refundable fees.

These will not be returned to the tenant under any circumstances. If a non-refundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A non-refundable fee cannot legally be called a "deposit." [RCW 59.18.285]

LANDLORD'S RESPONSIBILITIES [RCW 59.18.060]

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' 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, 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.
- Supply hot water as reasonably required by tenant.
- Provide smoke detectors, and ensure they work properly when a new tenant moves in. (Tenants are responsible for maintaining detectors.)

TENANT'S RESPONSIBILITIES [RCW 59.18.130]

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 the 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 permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property).
- Maintain smoke detection devices including battery replacement.
- Not engage in activity at the premises that is imminently hazardous to the physical safety of other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest. [RCW 59.18.352]
- When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear.

THREATENING BEHAVIOR BY A TENANT OR LANDLORD [RCW 59.18.352 & .354]

If one tenant threatens another with a firearm or other deadly weapon, and the threatening tenant is arrested as a result of the threat, the landlord may terminate the tenancy of the offending tenant (although the landlord is not required to take such action). If the landlord does not file unlawful detainer action, the threatened tenant may choose to give written notice and move without further obligation under the rental agreement. If a landlord threatens a tenant under similar circumstances, the tenant may choose to give notice and move. In both cases, the threatened tenant does not have to pay rent for any day following the date of leaving, and is entitled to receive a pro-rated refund of any prepaid rent.

MAKING CHANGES TO THE MONTH-TO-MONTH AGREEMENT

Generally speaking, 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. These changes can only become effective at the beginning of a rental period (the day the rent is due). Notice which is less than thirty days will be effective for the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 90-day notice. [RCW 59.18.200]

MAKING CHANGES TO LEASES

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

continued on page 5

If the property is sold

The sale of the property does not automatically end a 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.

HOW TO HANDLE REPAIRS

A tenant must be current in the payment of rent including all utilities to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. [RCW 59.18.080]

Required Notice [RCW 59.18.070] 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. 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; ten days for all other repairs.

Tenant's Options [RCW 59.18.090] If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

1) Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated 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.
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. [RCW 59.18.100] (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

   An Important Note: If the repair is one that has a 10-day waiting period, the tenant 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.

   To follow this procedure a tenant must: Submit a good faith estimate from a licensed or registered tradesperson, if one is required, to the landlord. After the waiting period, the tenant can contract with the lowest bidder to have the work done. After the work is completed, the tenant pays the tradesperson and deducts the cost from the rent payment. The landlord must be given the opportunity to inspect the work. The cost of each repair cannot exceed one month's rent; total cost cannot exceed two month's 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 portionof the cost from their rent.
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 same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.
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. For copies of the law (RCW 59.18) write to the Code Reviser or consult your attorney.

ILLEGAL LANDLORD ACTIONS

Lockouts. [RCW 59.18.290] 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. [RCW 59.18.300] 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. [RCW 59.18.310] 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. [RCW 59.18.230(4)]

Renting condemned property.[RCW 59.18.085] The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property.

exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord form 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 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 fees.

ENDING THE AGREEMENT

Proper Notice to Leave for 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.

Proper Notice to Leave for Month-to-month 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 the rent is due). The day which the notice is delivered does not count. A landlord cannot require a tenant to give more than 20 days notice when moving out. When a landlord wants a month-to-month renter to move out, a 20-day notice is required. 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.

RETURN OF DEPOSITS [RCW 59.18.280]

After a tenant moves out, a landlord has 14 days in which to return the 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.

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

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. [RCW 59.12.030, 59.18.115(5)]

For not complying with the terms of the rental agreement. If the tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies no pets are allowed), the landlord can give a ten-day notice to comply or move out. If the tenant satisfactorily 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 drug-related activities, damages the value of the property or 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 this kind 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 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.

In order for a landlord to take legal action against a tenant who does not move out, notice must be given in accordance with the unlawful detainer law (RCW 59.12.040).

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 move a tenant physically out of a unit is by going through the courts and the sheriff's office.

continued on page 8

ABANDONMENT [RCW 59.18.310, 59.18.312]

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 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 U.S. Postal Service.

How long a landlord must wait before selling abandoned property depends on the value of the goods. If the total value of 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.

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.