

Landlord
Tenant

Landlord Tenant



LAW

Consumer Resource Center
Office of the Attorney General
Rob McKenna

These pages are 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 that continues to be interpreted by the courts, we recommend contacting an attorney when dealing with your specific landlord-tenant question.

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Landlord-Tenant Law

Who Is Not 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 of hotels, motels, or other transient lodgings.
- Residents of public or private medical, religious, educational, recreational or correctional institutions and licensed nursing homes, monasteries, convents and hospital.
- Tenants with an earnest money agreement to purchase the dwelling.
- Residents of a single-family dwelling rented as part of a lease for agricultural land.

- Residents of housing provided for seasonal farm work.
- Tenants employed by the landlord who live in the rental unit as a job condition (such as an apartment house manager.)
- Tenants leasing a single family dwelling for one year or more, when their attorney has approved the exemption. Tenants using the property for commercial rather than residential purposes.
- Tenants with rental agreements with the state of Washington.

Rights of All Tenants

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

- 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 to 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.

Whatever a rental agreement is called, it is 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. If any type of fee or refundable deposit is required, 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 that the tenant stay for a specific length of time and restricts the landlord's ability to change the terms of the rental agreement. A lease *must* be in writing.

During the lease term, rent cannot be raised or rules changed unless the 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 that sometimes appear in rental agreements or leases are not legal and cannot be enforced. These include:

- A provision that waives a tenant's rights under the Landlord Tenant Act.
- A provision requiring tenants give up the right to defend themselves in court against a landlord's accusations.
- A provision limiting 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.
- A provision requiring tenants to pay for all damage to the unit, even if caused by someone other than the 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.

- A provision requiring the tenant to agree to a particular arbitrator at the time the rental agreement is entered into.

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 that may 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 completed. The landlord and tenant must sign it, and the tenant must be given a copy.
- 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.

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 that endanger the tenant's health and safety.
- Maintain the structure, including roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather-tight condition.
- Provide reasonably adequate locks and keys.
- Provide equipment necessary 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 that are provided with the rental.
- Provide the tenant with 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 59.18.180 for details)

Important Note: A landlord is not responsible for the cost of correcting problems 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 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.
- Maintain smoke detection devices.

- Not engage in activity at the premise that is imminently hazardous to the physical safety of other persons on the premise and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in arrest

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. Notice of less than 20 days is not allowed. Changes can only become effective at the start 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 90-days 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. 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 tenants must not unreasonably refuse to allow the landlord to enter the rental where the landlord has given at least one-day's notice to enter at a specified time in order to show the dwelling to prospective or actual purchasers or tenants.

Any provision in a rental agreement that 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 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 repair, 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 start making repairs. Those waiting times are:

- 24 hours for no hot or cold water, heat, or electricity, or for a condition 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 are available:

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. 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 certain situations the tenant can have the work done and then deduct the cost from the rent. There are limits to the amount of money a tenant can expend to effect these repairs—the most being two month’s rent over a period of one year. (**RCW 59.18.100 (2)**). Before having repairs done 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.

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 may pay for the repair and deduct 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 that can be deducted.

If a tenant contracts the repair work out to a licensed or registered contractor, or to a responsible person if no other license is required, then the total cost of repairs that may be deducted is not 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 that affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Each tenant can then deduct a portion of the cost from the rent.

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

3. 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 later in this brochure. 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.

The cost of the repairs cannot be more than half a month's rent. Within any 12-month period, the tenant can only deduct a total of two month's rent.

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

5. Rent in Escrow. After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, 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, contact any Washington State Attorney General's Office Consumer Resource Center.

Illegal Actions of a Landlord

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

Lockouts. Landlords may not change locks, add new locks, or otherwise make 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. 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.

It is considered an illegal shutoff if a landlord intentionally does not pay utility bills so the service will be turned off

If the landlord has shut off utilities, 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 and 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.

Any clause in a rental agreement that allows the landlord to take a tenant's property under any other circumstance is not valid.

If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If 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 (up to \$1,000).

Renting condemned property. The landlord may not rent condemned units or are uninhab-

itable because of uncorrected code violations. The landlord can be liable for three months rent or three times the amount of any actual damages, whichever is greater, and costs and attorney's fees for knowingly renting the property.

Retaliatory actions. A landlord may not retaliate against a tenant who exercises his or her legal rights, such as complaining to a government authority or deducting money from the rent payment for repairs.

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

The law initially assumes that an action is retaliatory if it occurs 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 proper 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 lease expiration, and the landlord accepts the next month's rent, the tenant is then 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.

If a tenant moves out without giving proper notice, the tenant is responsible for rent to cover 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.

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.

A landlord must give 20 days notice when seeking to have a month-to-month renter move out.

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 explaining why all or part of the money is being kept. A tenant should 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. The law requires that a check list listing the unit’s condition be filled out when the tenant moved in.

The landlord must mail the required deposit payment, statement, or both, 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 provide 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 may 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 does not comply with the rental agreement (for example, keeping a cat when the agreement specifies “no pets”), the landlord may 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; causes damage that reduces the value of the property; interferes with other tenants' use of the property; the landlord may 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 may evict month-to-month tenants without having any 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 vacate. The tenant must receive the notice at least 20 days before the next rent is due. The tenant can 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.

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 may deliver the notice in person, or he may leave a copy with some person of suitable age or discretion and send a copy by mail, or he may also post the notice on the property where it can be easily seen by the tenant.

If the tenant continues to occupy the rental in violation of an eviction notice, the landlord must 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

Abandonment occurs when a tenant has fallen behind in rent AND has clearly indicated by words or actions an intention to not continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. The property 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 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.

The landlord may use any money raised through the sale of the tenant's abandoned property 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 not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant's property and a court later determines the property was not actually abandoned, the landlord can be ordered to compensate the tenant for loss of the property, as well as 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 explaining 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

King County

Fremont Public Association

Housing Counseling

(206) 694-6767

Bellevue Neighborhood

Mediation Program

(425) 452-4091

Dispute Resolution Center

(206) 443-9603

The Tenants Union

(206) 723-0500

Snohomish County

Dispute Resolution Center of Snohomish
County

(425) 339-1335

Tri-Cities

Columbia Basin Apartment Association
(509) 783-1800

Whatcom County

Whatcom County Opportunity Council
(360) 734-5121
From Bellingham
(360) 384-1470 County-Wide

Yakima

Office of Neighborhood Development
(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

Consumer Protection Law the Attorney General's Office provides information and informal mediation to consumers and businesses, however it does not mediate Landlord Tenant matters. If you would like to discuss your complaint with one of our representatives, 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 \$4,000. If your complaint involves more than \$4,000, you should seek a private attorney. You might also consider arbitration.

For more information on Washington's **Motor Vehicle Lemon Law**, call **1-800-541-8898** or (206) 587-4240.

For Further Information

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 a 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 \$4,000. If your complaint involves more than \$4,000, you should seek a private attorney. You might also consider arbitration.

CONSUMER RESOURCE CENTERS OFFICE OF THE ATTORNEY GENERAL

Web site.....<http://www.atg.wa.gov/consumer>

Statewide(800) 551-4636
(800) 833-6384 WA Relay Service

Bellingham.....(360) 738-6185
Seattle.....(206) 464-6684
Spokane(509) 456-3123
Tacoma(253) 593-2904
Vancouver(360) 759-2150
Lemon Law:(800) 541-8898
(206) 587-4240 Seattle

Consumerline has taped information on a number of consumer related issues. In Washington call (800) 692-5082.

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 1-800-833-6384 Statewide.



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