

# The Washington State Landlord-Tenant Act

The city **does not** enforce the Landlord Tenant Act and is prohibited by law to interject itself into the process. This following information on the Landlord Tenant Act is a reprint of Dispute Resolution Center brochure. This information is not a restatement of the Landlord Tenant Act. If you have specific questions about the **Landlord Tenant Act you may contact the Dispute Resolution Center at 1 800 280-4770** or **(425) 339-1335** or call the Washington Attorney General Landlord Tenant Act Toll Free number at **1 800 551-4636** or **(206) 464-6684**.

## Tenancies not covered by the Landlord-Tenant Act

- Residence in an institution which is incidental to detention, medical or similar services.
- Occupancy under a bona fide earnest money agreement.
- Leases containing an option to buy (if approved by tenant's attorney).
- Transient lodging: hotels, motels, etc.
- Housing for a tenant/employee whose right of occupancy is dependent upon his/her employment.
- Renters of space in mobile home park.



## Landlord Responsibilities

*The Landlord Shall:*

1. Maintain the premises to comply with all state and local statutes and codes that affect tenant's health and safety.
2. Maintain all structural components.
3. Keep common and shared areas clean and safe.
4. Provide for control of insects, rodents and other pests, except when caused by tenant. (In single family residences, landlord does not have to control infestations that occur during tenancy.)
5. Provide tenant with adequate locks and keys.
6. Maintain all electrical, plumbing, heating and other facilities supplied by landlord.
7. Maintain dwelling in a weather tight condition.
8. Provide garbage cans and arrange for waste removal (except for single family residences).
9. Provide adequate heat, water and hot water.
10. Provide the name/address of the person who is the landlord either by statement or in the rental agreement or by notice clearly posted on the premises.
11. Notify tenant immediately of any change of landlord by certified mail or by updated posting.
12. Name an agent who resides in the county where premises are located if landlord lives out of state.
13. It is a crime for the landlord to know about drug-related activity and not commence an unlawful detainer action and/or notify police.
14. Provide smoke detectors and ensure they work properly when a new tenant moves in.
15. Set water heater at 120-degrees for a new tenant.
16. Provide a receipt for fees or deposits charged to hold a dwelling and give a written description of the conditions under which the deposit may be returned.

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*The Landlord Shall Not:*

1. Intentionally shut off a tenant's utilities (landlord could be liable for tenant's damages plus penalty of \$100 per day and attorney's fees).
2. Lock out a tenant.
3. Confiscate a tenant's personal property.
4. Retaliate against a tenant who has exercised his/her legal rights. Retaliation is presumed if landlord starts eviction proceedings, increases rent, reduces services or increases tenant's obligations within 90-days after a tenant exercises rights under the Residential Landlord-Tenant Act.
6. Charge a potential tenant more than the actual costs of a background check.

## **Tenant Responsibilities**

*The Tenant Shall:*

1. Pay the rent and any utilities agreed upon.
2. Comply with rules properly published by landlord as well as all state and local laws and ordinances.
3. Keep the premises clean.
4. Properly dispose of all waste and eliminate pest infestation caused by tenant.
5. Leave the premises in as good a condition as they were at beginning of tenancy. Tenant is responsible for any damage caused during the tenancy, except for reasonable wear and tear.
6. Provide the landlord with a key if tenant changes the locks.
7. Maintain smoke detectors in good working order.

*The Tenant Shall Not:*

1. Intentionally or negligently damage the premises or remove the equipment from the premises.
2. Permit family or guests to damage the premises.
3. Permit a nuisance on the premises.
4. Unreasonably withhold consent for the landlord to enter the premises (\$100 penalty per violation after written notice from landlord).
5. Engage in or permit anyone else to engage in drug-related activity on the premises.

## **Discrimination**

Federal, state and/or local law prohibits discrimination in housing based on sex, race, creed, color, marital status, national origin, handicap or family status. Violations should be reported to the DRC, the local office of the Washington State Human Rights Commission, the Federal HUD Hotline at **1 800 233-3247** or HUD Regional Office X at **1 800 669-9777**.

## **Tenant Right to Privacy**

1. The landlord does not have a legal right to enter a tenant's residence without the consent of the tenant, a court order or an arbitration award, except in cases of emergency or abandonment.
2. A landlord must give a tenant two days' notice of his/her desire to enter. (One day if showing the premises to prospective buyers or renters at a specific time and date).
3. The tenant must not unreasonably refuse the landlord access to inspect, to make necessary repairs, supply necessary services or show the premises to prospective buyers or tenants.
4. The landlord shall not abuse the right of access or use it to harass the tenant nor shall he/she interfere with tenant's privacy by excessively showing the premises. He/she may only enter at reasonable times.

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If a landlord or a tenant continues to violate this section after being served one written notice, he/she shall be liable for a penalty of up to \$100 for each subsequent violation.

## **Rental Agreements**

Rental agreements establish the conditions for use and occupancy of a residence. If a deposit is required, the rental agreement must be in writing and an inspection check list completed and signed.

*Month to Month Tenancy:* An oral or written agreement which continues indefinitely until one of the parties terminates the agreement with written notice.

*Term Lease:* A written contract to rent a residence for a specified period of time. Both landlord and tenant are bound by the lease's terms.

*Waiver of Rights:* Except in specific circumstances, the law prohibits a rental agreement from containing clauses that:

1. Force a tenant to waive his/her legal rights.
2. Allow the landlord to sue without notice.
3. Force a tenant to pay attorneys fees except as authorized by law.
4. Permit landlord to confiscate tenant's property.
5. Designates a particular arbitrator ahead of time.

*Changing the rules - increasing the rent:* In a month-to-month tenancy, the landlord can change the rules and/or increase the rent by giving the tenant a written notice at least 30-days before the end of the rental period.

## **Deposits**

When requiring a deposit the landlord must:

1. Give a written rental agreement and provide an inspection checklist signed by both parties stating the condition and cleanliness of the premises.
2. Describe in the contract the conditions under which a deposit may be retained by the landlord.
3. Place deposits in a trust account in Washington and give the tenant a receipt indicating its location.
4. Within 14-days after tenant vacates, return the deposit with an itemized accounting for any amount withheld. (Placing the notice in the mail within 14-days is sufficient.) Failure to comply renders the landlord liable for the full amount of the deposit plus attorneys fees. Courts may award up to two times the amount of the deposit in certain cases.
5. Not designate a nonrefundable fee as a deposit or include it in a deposit.
6. Not charge a tenant for normal cleaning if he/she has paid a non-refundable cleaning fee.

## **Repairs**

1. A tenant must always be current in rent and utilities and must give the landlord *written* notice of a needed repair in order to use these remedies.
2. The landlord must commence repairs as soon as possible after receipt of written notice, but not later than:
  - 24-hours to restore hot/cold water or heat or fix a life-threatening condition.
  - 72-hours to fix a refrigerator, range and oven or a major plumbing fixture.
  - 10-days in all other cases.

If the landlord is unable to comply with these limitations because of circumstances beyond his/her control, repairs must be made as soon as possible.

3. Landlord/tenants may notify health/building departments of possible building code violations.

### **Tenant Remedies if Landlord Fails to Repair**

*Repair and Deduct:* If the repairs require a licensed or skilled repairman, the tenant must:

- Give the landlord a good faith estimate from the repairman (personal delivery or certified mail).
- If the landlord fails to start repairs in the time noted in “Repairs” above, tenant may contract with the repairman to do the work.
- However, if the repair is one that has a 10-day waiting period, the tenant may not have the work done until 10-days after landlord receives the required notice under “Repairs” above or 5-days after landlord receives the estimate, whichever is later.
- Tenant must give the landlord an opportunity to inspect the work.
- Tenant must arrange to pay the repairman.
- The tenant may deduct the cost of repairs from the next month’s rent. Deductions may not exceed one month’s rent per repair and not more than two month’s rent in any 12-month period.

*Self-Help Repairs:* If cost of repairs will not exceed 1/2-month’s rent and a licensed or skilled repairman is not required, tenant may give landlord notice that he/she intends to make repairs him/herself. No estimate is required for self-help repairs:

- If landlord does not start repairs within the time noted above, tenant may make the repairs in a workmanlike manner.
- After allowing landlord an opportunity to inspect the work, tenant may deduct all costs (labor and materials) from the next month rent.
- The tenant may not deduct more than 1/2 month’s rent per repair or more than one month’s rent in any 12-month period under this provision.

*Have Rent Reduced:* In case of serious defects, a court or arbitrator may determine that rent should be reduced until the defect is corrected.

*Move Out:* If landlord does not make repairs in times noted above, tenant may give written notice to the landlord, terminate the agreement and quit the premises without further obligation. Tenant shall be entitled to a pro-rata refund of prepaid rent and a full and specific accounting for any deposits not returned.

*Rent in Escrow:* If above repair provisions are inadequate, tenant may have the local government inspect and certify that a dangerous condition exists and, after notice, may place rent in escrow. (This is a very technical section—get more advice before using.)

*Note: Landlord may not retaliate against the tenant for exercising his/her rights under the repair sections. See “Landlord’s Responsibilities” above.*

### **Termination of Tenancy**

1. A month-to-month tenancy is terminated by either party giving the other a written notice at least 20-days before the end of the rental period.
2. If a tenant has a term lease, the tenancy generally terminates automatically on the last day of the lease period without any notice required from either party. However, the parties may agree in the lease that the tenant or landlord must give notice of an intent to either continue or end the tenancy.
3. The landlord may terminate the tenancy on a shorter notice in the following situations:

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- Failure to pay rent—3-day written notice to pay or vacate
- Failure to correct a violation of the rental agreement or lease—10 day-written notice to comply or vacate.
- Destruction of property, causing a nuisance, conducting an illegal business or engaging in drug related activities—3-days written notice.

### **Eviction/Unlawful Detainer**

A tenant cannot be physically removed from the premises for any reason until the following process is complete (lockouts, turning off utilities, seizing tenant's property, etc., are illegal):

- If tenant refuses to move after the tenancy has been terminated, the landlord may bring a lawsuit, called an unlawful detainer action, to evict tenant.
- Tenants must appear in court to protect their rights. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenants out if they do not leave voluntarily.
- The tenant may be required to pay the landlord's damages and attorney fees.

### **Abandonment**

1. Tenants are said to have abandoned the premises whenever they fail to pay the rent when due and indicate by words or actions an intention not to resume the tenancy.
2. A month-to-month tenant may be liable for rent for the 30-days after the landlord learns of the abandonment or 30-days after the next rent is due, whichever occurs first.
3. A tenant with a term lease may be liable for the balance of the lease term or until the premises are re-rented, plus expenses and attorney fees.
4. Upon learning of an abandonment, the landlord must make an effort to re-rent the premises.
5. Landlords may remove any property and place it in a reasonably secure location. They must notify tenants of the place of storage and of their right to have property returned. If landlords intend to sell the property, they must notify the tenant of the date and place of sale.
6. If the property has a cumulative value of \$50 or less, landlord may sell the property, except for personal papers, family pictures and keepsakes, after 7 days from date the notice is sent.
7. If value is over \$50, landlord must hold the property for 45 days after notice is sent, after which he/she may sell it (including personal papers, family pictures and keepsakes).
8. The income from a sale of property may be applied against moneys due to landlord, including moving and storage costs.
9. Any excess income shall be held for tenant for one year, after which it is landlord's property.

### **Mediation/Arbitration**

Instead of going to court, the Dispute Resolution Center offers a free *mediation* service to assist landlords and tenants in resolving their disputes. An *arbitration* service is also available at a nominal cost.

