

# Your Rights as a Tenant in Washington State



Northwest Justice Project

# Contents

<b>Part 1.</b>	<b>Intro.....</b>	<b>1</b>
A.	Should I read this? .....	1
B.	What other laws might cover my situation?.....	1
C.	What is this for? .....	1
D.	Does the Residential Landlord-Tenant Act cover all tenants?.....	2
E.	How can I get more info? .....	2
F.	How can I get legal help?.....	3
G.	Words and expressions you should know .....	3
<b>Part 2.</b>	<b>Before Moving In.....</b>	<b>4</b>
A.	Before renting a place:.....	4
B.	What types of rental agreements are there? .....	5
	1. <i>Month-to-month Rental Agreement:</i> .....	5
	2. <i>Fixed Term Rental Agreement:</i> .....	5
C.	Can the landlord put any rules they want in a rental agreement? .....	6
D.	Deposits and Other Fees .....	6
E.	What is a screening fee? .....	7
F.	What is a security deposit? .....	7
G.	Does the landlord have to give back my security deposit? .....	8
H.	Does the landlord have to pay me interest on my security deposit? .....	9
I.	What is a damage deposit?.....	9
J.	Can the landlord keep my security or damage deposit to pay for routine upkeep?.....	9
K.	How fast does the landlord have to return my security or damage deposit? .	10
L.	What if the landlord does not give back my deposit?.....	10
M.	The landlord went into foreclosure. Can I get my security deposit back? .....	10
N.	What is a cleaning fee?.....	10
O.	What is an application or holding fee? RCW 59.18.253.....	10

P.	What is “last month’s rent paid in advance”? .....	11
Q.	What is a “Condition Check-In List?” .....	11
R.	What if I find damages later? .....	12
<b>Part 3.</b>	<b>While you are Living There .....</b>	<b>12</b>
A.	Landlord’s Responsibilities - RCW 59.18.060, except where otherwise noted .....	12
B.	Tenant’s Responsibilities - RCW 59.18.130.....	13
C.	Can the landlord change the rental agreement or raise the rent? .....	14
	1. <i>Month-to-month agreements:</i> .....	14
	2. <i>Fixed Term Leases</i> .....	15
D.	What if the landlord sells the property? .....	15
E.	Can my landlord enter my unit? - RCW 59.18.150.....	15
F.	What if my unit needs repairs?.....	16
G.	My landlord did not make needed repairs. Can I refuse to pay rent? .....	19
H.	Illegal Actions by the Landlord .....	19
	1. <i>Lockouts - RCW 59.18.290</i> .....	19
	2. <i>Utility Shut-offs - RCW 59.18.300</i> .....	19
	3. <i>Taking Your Property</i> .....	20
	4. <i>Renting Condemned Property</i> .....	20
	5. <i>Retaliatory Actions against You - RCW 59.18.240</i> .....	20
<b>Part 4.</b>	<b>Moving Out.....</b>	<b>21</b>
A.	Do I have to tell the landlord I am moving? .....	21
	1. <i>If you have a month-to-month agreement:</i> .....	21
	2. <i>If you have a lease:</i> .....	21
B.	Getting your Deposit Back .....	22
C.	Evictions.....	22
D.	Can a landlord ask me to move out for no reason? .....	23
E.	Can a landlord make me move out? .....	23
	1. <i>For not paying rent</i> .....	23

2.	<i>For not following the rental agreement</i> .....	24
3.	<i>For certain other kinds of activity</i> .....	24
F.	What if I am still living in the unit after the time on the notice is up? .....	25
G.	What if I get a Summons and Complaint for Unlawful Detainer notice? .....	25
H.	What is a Notice of Appearance?.....	25
I.	What is an Answer? .....	26
J.	How do I submit my Notice of Appearance and Answer? .....	26
K.	What if I get a Notice with the Summons that says I have to pay rent into the court registry?.....	27
L.	Do I have to go to court?.....	27
M.	What is a “writ of restitution?” .....	27
N.	Can my landlord physically force me off the property? .....	27
O.	Can I get more information on evictions (“unlawful detainers”)? .....	27
<b>Part 5.</b>	<b>Abandonment</b> .....	<b>28</b>
A.	Have I “abandoned” my place? .....	28
B.	How long does the landlord have to wait before selling my things? .....	28
C.	I abandoned the rental. What happens to my deposits? .....	28

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## Part 1. Introduction

### A. Should I read this?

This information covers most people in Washington State who rent the place where they live (“residential tenants”). Many laws apply to the relationship between tenants and landlords. We explain the most common state laws regarding your rights and responsibilities as a tenant. Most important is the Residential Landlord-Tenant Act ([RCW 59.18](#)) or “RLTA”. RCW stands for the [Revised Code of Washington](#), the law of Washington State.

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- ❖ Read this only if you live in the state of Washington.
  - ❖ You can find all the fact sheets we link to here at [WashingtonLawHelp.org](#).
  - ❖ **Coronavirus/COVID-19 update:** until August 1, a landlord can only evict you for a few reasons. Read [Coronavirus \(COVID-19\): You cannot be evicted during the crisis unless you are causing a threat, or your landlord wants to sell or move into the property.](#)
  - ❖ We use citations, such as “[RCW 59.18.70](#),” to direct you to a law. This helps you look up the law at your local law library or online at [apps.leg.wa.gov/RCW/default.aspx?cite=59.18](#).
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### B. What other laws might cover my situation?

Special laws cover people who live in

- subsidized housing programs
- mobile home parks where you own the mobile home

If any of these is your situation, go to [WashingtonLawHelp.org](#). You can find more information about your specific situation there. See a list of publications just below.

### C. What is this for?

It will help you understand your rights and responsibilities as a tenant. **This is general information only.** For help with your situation, try to get legal help as soon as you can. See just below for information on where to get legal help.

## D. Does the RLTA cover all tenants?

**No.** It covers most **but not all** people who rent the place where they live.

Here is a list of people the Act does **not** cover. The Act probably does **not** cover you if:

- You live in a mobile home park, but own your mobile home. Read [Tenant Rights under the Manufactured / Mobile Home Landlord-Tenant Act](#) instead. [The Manufactured / Mobile Home Landlord-Tenant Act](#) is at [RCW 59.20](#).
- You lease an office for business purposes.
- You live in a medical, religious, educational, recreational, or correctional institution. [RCW 59.18.040\(1\)](#).
- You signed a contract to buy the property where you live. [RCW 59.18.040\(2\)](#). Read [Know Your Rights: Rent-to-Own in Washington State](#).
- You live in a hotel or motel. [RCW 59.18.040\(3\)](#).
- You rent the land around your house mainly for farming. [RCW 59.18.040\(5\)](#).
- You are a migrant worker whose employer provides your housing. [RCW 59.18.040\(6\)](#). Read [Housing: Your Rights as a Farm Worker](#).
- You live in the same place as you work (for example, as a property manager). You live there only because of the job. [RCW 59.18.040\(8\)](#).

If any of these describes you, the RLTA may apply **if** the landlord or another person set the terms of your living arrangements specifically to avoid being covered by the Act.

## E. Where can I learn more?

Read:

- [Tenant Screening: Your Rights](#)
- [Tenants: New Legal Protection from Discrimination Based on Source of Income](#)
- [Eviction and Your Defense](#)
- [Tenants: If You Need Repairs](#)
- [Getting Your Security Deposit Back](#)
- [Evictions from Public Housing \(Housing Owned by a Housing Authority\)](#)

- [HUD Housing Evictions](#)
- [Tenant Rights Under the Mobile Home Landlord-Tenant Act](#)
- [My Former Landlord Says I Owe Damages](#)
- [Disaster Info for Renters/Tenants](#)

## F. How can I get legal help?

**Outside King County:** Call the CLEAR Hotline at 1-888-201-1014 weekdays from 9:15 a.m. - 12:15 p.m.

**In King County:** Call 2-1-1 for referral to a legal services provider weekdays from 8:00 am – 6:00 pm.

**Persons 60 and Over** may call CLEAR\*Sr at 1-888-387-7111 statewide.

**Deaf, hard of hearing or speech impaired callers** can call CLEAR or 2-1-1 (or toll-free 1-877-211-9274) using the relay service of your choice.

Apply online with [CLEAR\\*Online](#) - [nwjustice.org/get-legal-help](http://nwjustice.org/get-legal-help)

CLEAR and 2-1-1 will provide a free interpreter if you need one.

## G. Words and expressions you should know

**Arbitration or Mediation** – alternative ways to settle a dispute without going to court. Usually refereed by a neutral third party, called an arbitrator or a mediator.

**Dwelling Unit** – An apartment, house, mobile home, or other structure, or part of a structure, you rent to live in. We also call it a “rental.”

**Premises** – your living space, including any outdoor areas only you may use. **Example:** a yard or detached garage.

**Rental Agreement** – can be a written agreement (a **lease**) or a verbal agreement to rent a place to live in.

**Subsidized Housing** –an organization like the Housing Authority pays some of your rent, or your rent is less than fair market value, because you have a low income.

## Part 2. Before Moving In

### A. Before renting a place:

- **Read a lease carefully before signing.** Ask about anything you do not understand. Look for hidden charges or penalties. If you sign the lease, you may be stuck paying those charges.
- If something is important to you, **get it in writing.** Do not count on a verbal promise.
- **Find out who pays for** hot water, heat, electricity, parking, snow removal, and trash disposal.
- Find the **utility** controls. Ask questions. Where is the thermostat? Who controls it? Where is the electric box? Where is the hot water heater?
- **If you will be paying an electric bill,** ask the electric company how much electricity for the unit was for the past twelve months. You can also ask the natural gas company for this information.
- **If you will pay for your own heat,** ask to see last winter's bills.
- Make sure all utilities and appliances are working right.
- **If you share rent,** the landlord can charge you for all the rent if your roommates do not pay their share.
- Try to talk to another tenant about what the building and landlord are like.
- Check about off-street parking, public transportation, and stores.
- Try to check out the neighborhood at night.
- Check that you can lock all **screens, windows and doors** and they are not broken.
- The landlord's insurance probably does not protect you from damage or loss of furniture or other property. **Consider buying renter's insurance** if you want this protection.
- **Make a list of major problems in the apartment.** Include condition of walls, floors, windows, and other areas. Include any problems in the "Condition Check-In List." See below.

- **Be careful about putting money down to "hold the apartment."** If you decide later not to rent it, the landlord can refuse to return your money.
- Get something to **keep your records** in. Keep in your file:
  - your lease or rental agreement
  - your security deposit receipt
  - your list of things wrong with the apartment ("Condition Check-In List")
  - rent receipts and cancelled checks
  - landlord's address and phone number
  - any other papers about your tenancy

## **B. What types of rental agreements are there?**

There are two main types:

- The "month-to-month" rental agreement
- A fixed-term "lease" or rental agreement for a specific period (usually 1 year).

### **1. Month-to-month Rental Agreement:**

- Can be in writing **or** a verbal agreement. If you pay any deposit or non-refundable fee, the landlord must give you a written agreement.
- Has no fixed time limit. It continues until landlord or tenant gives proper notice that they want to end it.
- You usually pay rent monthly.
- The landlord can change the rules after giving you written notice about changes at least 30 days before the end of a rental period. **Example:** The rental period ends on June 30. The landlord must give you written notice of a rule change before June 1.
- The landlord can raise the rent after giving you written notice at least 60 days before the end of the rental period (except in certain subsidized rental units, the landlord must give you at least 30 days written notice).

### **2. Fixed Term Rental Agreement:**

- Must be in writing.

- Requires you to live there for a specific period (like 1 year).
- Limits the landlord's ability to change the terms of the agreement.
- During its term, the landlord can only change the rules if you agree.
- The landlord cannot raise the rent during the term (except in certain kinds of subsidized housing units).

### **C. Can the landlord put any rules they want in a rental agreement?**

**No.** Certain things are illegal to put in rental agreements. If your agreement has any of these, you do not have to follow them. [RCW 59.18.230](#).

The landlord cannot put something in an agreement that:

- Waives (gives up) any right the Landlord-Tenant Act gives you - [RCW 59.18.230\(2\)\(a\)](#)
- Makes you give up your right to defend yourself in court against the landlord - [RCW 59.18.230\(2\)\(b\)](#)
- Limits the landlord's legal accountability where they would normally be responsible - [RCW 59.18.230\(2\)\(d\)](#)
- Says the landlord does not have to make repairs - [RCW 59.18.230\(1\)](#)
- Lets the landlord enter the rental without first giving you proper notice. For more on your right to privacy, see below - [RCW 59.18.230\(1\)](#)
- Requires you to pay for damages that are not your fault - [RCW 59.18.230\(2\)\(d\)](#)
- Says you must pay the landlord's lawyer fees if an argument goes to court, even if you win - [RCW 59.18.230\(2\)\(c\)](#)
- Lets the landlord take your things if you get behind in rent - [RCW 59.18.230\(4\)](#)

### **D. Deposits and Other Fees**

The landlord could collect these kinds of deposits and fees from you when you start renting:

1. Screening fee - [RCW 59.18.257\(1\)](#)
2. Security deposit - [RCW 59.18.260](#)

3. Damage deposit
4. Cleaning fee
5. Last month's rent paid in advance
6. Application or holding fee - [RCW 59.18.253\(2\)](#)
7. Non-refundable pet deposit or other non-refundable deposit

### **E. What is a screening fee?**

Landlords may check (screen) your rental history, eviction history, credit history, and criminal background before renting to you. Most of the time, they hire a company to make these checks. The “screening fee” pays that company.

The landlord must tell you in writing that they are running a screening report on you. They cannot charge you more for the screening than it actually costs. If they violate one of these rules, you can sue them. [RCW 59.18.257](#). Read [Tenant Screening: Your Rights](#).

A landlord who rejects you because of something they found in the screening report must tell you in writing why they rejected you. [RCW 59.18.257\(2\)](#). If you think the landlord rejected you unfairly, you can file a complaint. [Tenant Screening: Your Rights](#) has forms you can use.

### **F. What is a security deposit?**

It is money you give the landlord when you move in. The landlord can use it to cover any unpaid rent or damages. You cannot use your security deposit to pay your last month's rent **unless** the landlord agrees.

If you make a deposit, by law the landlord must give you:

- a receipt for each deposit - [RCW 59.18.270](#)
- a written rental agreement - [RCW 59.18.260](#)
- a check-list or statement describing the rental unit's condition that you both must sign - [RCW 59.18.260](#)
- the name and address, in writing, of the bank or escrow company where the landlord is keeping the deposit - [RCW 59.18.270](#)

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- ❖ If the landlord collects a security deposit from you without giving you the written checklist, you can sue to get the deposit back plus court costs and fees.
  - ❖ You can ask for one free replacement copy of the checklist if you lose yours.
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**Keep these documents in a safe place.** You will need them if you go to court. You can make copies to leave with a friend or relative in case something happens to the originals.

## G. Can I pay my deposit in installments?

Starting June 11, 2020, you can ask your landlord to let you pay your deposit (plus any nonrefundable fees and last month's rent) in installments. You must make this request in writing. Any payment plan must be in writing signed by you and your landlord. **Keep a copy for your records.**

If your rental agreement is 3 months or longer, you can ask for a payment plan of 3 monthly, equal payments. If your rental agreement is less than 3 months, you can ask for a payment plan of 2 monthly, equal payments. Payments must start at the beginning of your tenancy and will be due on the same day as rent.

Your landlord

- Cannot charge you any fees, costs, or interest to get into a payment plan.
- Can deny your request for a payment plan if the total amount of deposits and nonrefundable fees are not more than 25 percent of the first month's rent and is not requiring last month's rent.
- Can start an eviction lawsuit against you by serving you with a 14-day Pay or Vacate Notice if you miss a payment. It's treated as if you didn't pay your rent.

## H. Does the landlord have to give back my security deposit?

If you owe back rent or have damaged the unit, the landlord can keep some of it. They can only keep what you owe for rent or repair costs. If you owe the landlord more than the amount of your security deposit, they can sue you. [RCW 59.18.280](#).

**I. Does the landlord have to pay me interest on my security deposit?**

Only if you both agreed to this. [RCW 59.18.270](#).

**J. What is a damage deposit?**

A landlord can collect this to cover the cost of damages you or your guests caused. The landlord cannot use this to cover unpaid rent.

**K. Can the landlord keep my security or damage deposit to pay for routine upkeep?**

**No.** The landlord cannot keep a security or damage deposit to repair "normal wear and tear." [RCW 59.18.280](#). **Examples** of "normal wear and tear:"

- worn carpet
- chipped paint
- worn finish on wood floor
- faded or dingy paint

The landlord **can** deduct the cost of fixing damages beyond normal wear and tear.

**Examples:**

- broken windows
- holes in the wall
- leaving trash or other items that must be thrown away
- leaving the unit so dirty that it is unhealthy or unsafe

If a storm, fire, or vandal damages the unit, tell the landlord right away. They should not charge you for repairs if you or your guests did not cause the damage. You can also make a police report if someone else damaged your rental unit.

**L. How fast does the landlord have to return my security or damage deposit?**

After you move out, the landlord has 21 days to send you the deposit OR a letter saying why they are keeping some or all of it. They must send this letter to the most recent address they have for you. [RCW 59.18.280](#). When you move out, give the landlord your new address **or** make sure you have your mail forwarded so you will get the deposit or letter.

**M. What if the landlord does not give back my deposit?**

Read [Getting Your Security Deposit Back. My Former Landlord Says I Owe Damages](#) has forms for sending the landlord a letter demanding the return of your deposit or use [Letter to Landlord for Return of a Security Deposit – Do-it-Yourself Forms](#).

**N. The landlord went into foreclosure. Can I get my security deposit back?**

**Maybe.** The landlord must either refund your security deposit or transfer it to whoever takes ownership of the place after the foreclosure. A landlord who does not do either is liable to you for damages up to twice the amount of the security deposit. Read [I am a Tenant Living in a Foreclosed Property. What are My Rights](#).

**O. What is a cleaning fee?**

A landlord can charge this to pay to have the place cleaned after you move out. Some landlords collect a nonrefundable cleaning fee. This means no matter how clean you leave the place, the landlord keeps the fee. [RCW 59.18.285](#) discusses nonrefundable fees.

**P. What is an application or holding fee? [RCW 59.18.253](#)**

You give the landlord this fee to ensure that the landlord will not rent the unit to someone else before you move in. Usually, the landlord keeps a holding fee or deposit if you change your mind and do not move in. If you do move in, the landlord must apply this fee towards the security deposit or first month's rent.

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- ❖ The landlord may not keep any of the holding fee if the unit fails a tenant-based rental assistance program inspection. **Example:** If you have a Section 8 voucher and the inspection does not happen within ten days of you paying the fee, the landlord does not have to hold the place but must return the holding fee.
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- ❖ A landlord who wrongly keeps the fee can be charged with up to twice the fee if you sue them and win.
  - ❖ **Starting June 11, 2020**, any holding fees or deposits cannot be more than 25 percent ( $\frac{1}{4}$ ) of your first month's rent.
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### Q. What is “last month’s rent paid in advance”?

This is not a deposit. The landlord can only use it for payment of your last month’s rent.

**Example:** the landlord cannot keep it for damages.

The landlord must refund this if you move out early at the landlord's request or after you give proper notice.

### R. Can I pay the rent in cash?

It depends on the landlord. A landlord can refuse cash payment of rent.

If the landlord will accept cash payment, the landlord must give you a receipt for any such payments.

### S. What is a “Condition Check-In List?”

**You should always** get this list before moving in. It describes the condition and cleanliness of the unit or its furnishings. **It is very important.** The landlord may try to blame you for damages that were there when you moved in. With the list, you can prove the damages were already there.

The check-in list should include a description of all damages in the unit. Do not let the landlord leave anything off, even if they say they are going to fix the damage or will remember it was there and will not charge you. You have the right to list all damages even if the landlord says not to worry about it. **Do not sign the list until it is right!**

If you pay a deposit, the landlord must give you a Condition Check-In List. You and the landlord must sign it. [RCW 59.18.260](#). **Get a copy of this checklist.** Keep it in a safe place. If you lose your copy, you can ask the landlord for one free replacement copy.

## T. What if I find damages later?

If you find damages you did not notice when you signed the Condition Check-In List, ask the landlord to change the list to include them as soon as possible. If they refuse or do not get around to it within a week, write the landlord a letter:

- Describe the newly discovered damages.
- State that you did not make them.
- Put that the landlord should add them to the check-in list.
- Sign and date the letter.

Mail the landlord a copy of the letter. Keep a copy for yourself.

You may also want to take pictures or video of damages if

- They are major damages
- The landlord refused to put them on the list
- You did not notice them until after you signed the check-in list

## Part 3. While you are Living There

### A. Landlord's Responsibilities - [RCW 59.18.060](#), except where otherwise noted

The landlord must:

- Maintain the unit so it does not violate state and local laws in ways that endanger your health and safety
- Keep shared or common areas reasonably clean and safe
- Fix damage to chimney, roof, floors, or any other structural parts of the living space
- Maintain a reasonable program to control insect, rodent or other pest infestations, except when you caused the problem
- Make repairs when something breaks in the unit, except if it is caused by normal wear and tear

- Provide good locks for the unit and give you keys for them
- Replace a lock or give you a new key, at your expense, if you ask for this after getting a court order granting you possession of a rental unit and excluding a former co-tenant. **Example:** after you get a restraining order against an abusive ex-partner or spouse. [RCW 59.18.585](#)
- Provide fixtures and appliances necessary to supply heat, electricity and hot and cold water
- Provide smoke detectors and make sure they work when you move in. But you must buy new batteries and maintain smoke detectors. [59.18.130\(7\)](#)
- Fix electrical, plumbing, heating systems if they break
- Fix other appliances that come with the rental
- Make repairs needed so the house is weather-tight
- Tell you the name and address of landlord or their agent
- Give you a receipt for your cash rent if your landlord accepts cash payments, even if you do not ask for one. If you pay in any other form, the landlord must give you a receipt upon your request - [RCW 59.18.063](#)

If more than one family lives in a house or apartment building, landlord must provide trash cans and arrange for trash and, in some cases, recyclable items pick up. If only one family lives in the house or building, landlord does not have to provide trash pick-up.

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❖ The landlord does not have to pay for damages or problems that are your fault.

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## **B. Tenant's Responsibilities - [RCW 59.18.130](#)**

You must:

- Pay rent and any utility bills agreed upon
- Follow city, county and state regulations
- Keep the unit clean and sanitary
- Dispose of garbage properly
- Pay for control of any pest infestations that you caused

- Properly use plumbing, electrical and heating systems
- Restore the place to the same condition as when you moved in, except for normal wear and tear

You may **not**:

- Engage in or allow any gang- or drug-related activity on the property
- Allow damage to the property
- Allow lots of garbage to build up in or around the unit
- Cause a nuisance or substantial interference with other tenants' use of their property
- Allow any of your guests to do any of the prohibited actions.

### **C. Can the landlord change the rental agreement or raise the rent?**

There are general guidelines for how and when landlords can change rental agreements. Look at your rental document. It may have its own specific terms.

#### **1. Month-to-month agreements**

**Rule Changes:** The landlord must give you at least 30 days' notice in writing if they want to change a rule in a month-to-month agreement. [RCW 59.18.140](#). The changes can only become effective on a day the rent is due.

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❖ **Example:** Your rent is due on the 1<sup>st</sup> of every month. The landlord wants to add a "no pets" rule to your rental agreement. The landlord gives you written notice on June 15. The landlord must wait 30 days and then start enforcing the rule the next payment day after that. They cannot enforce the new rule until August 1.

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**Rent Increases:** RCW 59.18.140 requires landlords to give tenants 60 Days' notice before increasing the rent. In a month-to-month rental, the landlord must give you 60 Days' written notice before each rent increase (except in certain subsidized rental units, the landlord must give you at least 30 days written notice).

**Change of Building Use:** RCW 59.18.200 says that a landlord must give you at least 120 days notice before they substantially rehabilitate, demolish the building or before they change the use of the building or convert it to condominiums.

## 2. Fixed Term Leases

In most cases, the landlord can only change a lease they have already signed if you agree to the change. After the rental term ends (usually at the end of the first year), the landlord may increase the rent with a proper written notice.

State law (RCW 59.18.140) now bans most rent increases during the term of a lease (even if you agree to it). **There is an exception** for certain subsidized housing unit where the rent is tied to your income. In those cases, the landlord must still give you at least 30 days' written notice before any rent increase.

## 3. Changing the date rent is due

Starting June 11, 2020, you can ask the landlord to change the date your rent is due. In some cases, the landlord must agree to a new due date. Read [Can I Change the Date my Rent is Due](#).

## D. What if the landlord sells the property?

This does not automatically end a lease or month-to-month agreement. The landlord must give you the new owner's name and address by hand delivery OR by mailing you the notice plus posting it on the property.

The landlord must transfer all deposits to the new owner. The new owner must put them in a trust at a bank or in an escrow account. The new owner must give you the new bank or escrow company's name and address.

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❖ **Seattle Residents:** An owner of a single-family residence who decides to sell the place must give the current tenant at least 90 days' written notice. [SMC 22.206.160\(C\)\(1\)\(f\)](#). There are some exceptions to this.

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## E. Can my landlord enter my unit? - [RCW 59.18.150](#)

Except in an emergency, the landlord must give you at least two days' written notice before entering your rental to make repairs or inspect the place. But if the landlord wants to show the rental unit to a potential new tenant or buyer, the landlord only has to give you 1 days' written notice. The notice must state:

- the proposed dates of entry
- the exact time of entry **or** a period during which it will happen, including earliest and latest possible times (The landlord must propose reasonable times)

- a phone number for you to call to object to the entry date and time or to ask to reschedule

You cannot unreasonably refuse the landlord’s entry to repair, improve or service the unit. In the case of emergency or abandonment, the landlord can enter without notice.

## **F. What if my unit needs repairs?**

Follow these steps:

### **STEP 1 – Write the landlord a letter.**

- Describe the problem, and what needs fixing.
- Include your name, address and apartment number. If the landlord is a management company, include the name of the unit’s owner, if you know it.
- Try to hand- deliver the letter or mail it “certified mail,” with a “return receipt requested” at the post office. This will make it easier to prove the landlord got the letter.
- Keep a copy of the letter for yourself.

### **STEP 2 - Wait for the landlord to fix the problem.**

After you give the landlord the letter, they have a certain number of days to start making repairs. How many days depends on the problem:

- If you have no hot or cold water, heat, or electricity, or there is a life-threatening problem, the landlord has 24 hours to start repairs. [RCW 59.18.070 \(1\)](#).
- If your refrigerator, stove, oven, or major plumbing fixture is broken, the landlord has 72 hours to start repairs. [RCW 59.18.070 \(2\)](#).
- For all other repairs, the landlord has ten days to start repairs. [RCW 59.18.070 \(3\)](#).
- The landlord may be entitled to more time if repairs are delayed due to circumstances beyond the landlord's control. RCW 59.18.070.

**If the landlord does not start repairs within the required time, you have four options:**

**Option 1. You can move out** if the landlord does not make repairs within the required time and does not fix the situation within a reasonable time. All you need to do is give the landlord written notice that you are moving out. [RCW 59.18.090\(1\)](#).

The landlord must return your deposits. They must also give you back the equivalent of the rent for the days you have already paid. **Example:** Your refrigerator breaks. You give the landlord proper written notice. They do not fix it after 72 hours. You move out on July 6. You have already paid rent for all of July. The landlord must give you back the equivalent of the rent for the rest of the 25 days in July.

**Option 2. Go to court or arbitration.** You can hire a lawyer and go to court to force the landlord to make repairs. You cannot sue for repairs in Small Claims Court.

If the landlord agrees, you can go to arbitration. This is usually cheaper and quicker than court. [RCW 59.18.090\(2\)](#).

**Option 3. You can hire someone yourself to make the repairs.** [RCW 59.18.100](#). Be careful! This legal process can be complicated. Try to get legal help.

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❖ **Important:** You must be up-to-date in rent and utilities to use this method. [RCW 59.18.080](#).

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To use this method:

- 1) Give the landlord a good faith estimate of the repairs. You can give the landlord this estimate at the same time as the original notice of the problem. [RCW 59.18.100\(1\)](#). The cost of the repair cannot be more than 2 months' rent.
- 2) **If your repair has a ten-day waiting period:** Before you contract to have the repairs made, you must wait the entire ten days after giving the original notice to the landlord about the problem, **and** you must wait two days after you give the estimate, if this is later. There is no rule like this for 24- and 72-hour repairs. You can contract for these repairs as soon as you give the landlord an estimate. [RCW 59.18.100\(2\)](#).
- 3) Provide the landlord's agent (like a property manager) an opportunity to inspect the work that was done.
- 4) After the work is done, subtract the cost from your rent for the next month.

### **Can I make as many repairs as I want?**

**No.** There are limits to the cost of repairs you can make by hiring someone to do it and deducting the cost from your rent.

- Each repair must cost less than 2 months' rent if you hire someone or less than 1 month's rent if you do the work yourself.

- You cannot spend more than 2 months' rent on repairs in any 12-month period if you hire someone or more than 1 month's rent if you do the work yourself.

[RCW 59.18.100\(2\)](#).

### Examples:

Your monthly rent is \$750. You hired someone to make repairs in March. That cost \$1,500. You could deduct \$750 from April's rent and \$750 from May's rent. You would not have to pay rent for April or May.

Your rent is \$750 a month. The repair cost was \$1,000. You could deduct \$750 from April's rent and the final \$250 from May's rent.

### Option 4. Make the repairs yourself.

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❖ **Important:** You must be up-to-date in rent **and** utilities to use this method. [RCW 59.18.080](#).

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To use this method:

- 1) Give proper notice and wait the required time, depending on the problem. See above.
- 2) Fix the problem yourself in a skilled, competent way.
- 3) Provide the landlord or an agent (like a property manager) an opportunity to inspect the work that you did.
- 4) Once you are done, subtract the cost of materials and your own labor time from next month's rent.
  - Each repair you do yourself must cost less than one-half month's rent. [RCW 59.18.100\(3\)](#).
  - You cannot spend more than one month's rent on repairs you do yourself in each 12-month period.

**Example:** Your monthly rent is \$800. In March, you made four separate repairs. Each cost you \$200. You could deduct \$800 from April's rent. You would not pay rent in April.

You must

- give the landlord a chance to inspect the repairs
- do the work properly and follow all legal codes

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❖ If you repair something badly, the landlord can hold you responsible.

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**You can put your rent in Escrow.** This is complicated. Read [RCW 59.18.115](#) at your local law library and try to get legal help.

### **G. My landlord did not make needed repairs. Can I refuse to pay rent?**

**No!** If you do not pay rent, even if your place needs repairs, the landlord may start the eviction process against you.

### **H. Illegal Actions by the Landlord**

The law prohibits a landlord from taking certain actions against you:

#### **1. Lockouts - [RCW 59.18.290](#)**

Even if you are behind in rent, the landlord cannot:

- lock you out of the unit
- change locks
- add new locks
- keep you from entering the unit in any other way

Read [My Landlord Locked Me Out: What Can I Do?](#)

#### **2. Utility Shut-offs - [RCW 59.18.300](#)**

A landlord can only shut off utilities to make repairs. They cannot shut off your utilities

- because you owe rent
- to try to make you move out

It is also illegal for the landlord to purposely not pay the utility bills to get the service turned off. You can sue the landlord if they shut off your utilities. If you win, the judge can award you up to \$100 for each day that you had no utilities.

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❖ If you live in a manufactured housing community and the landlord has not paid the water bill, read [My Landlord Has Not Paid Their Water Bill.](#)

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### 3. Taking Your Property

The landlord can only take your things if you abandon the unit. [RCW 59.18.310](#).

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❖ It is illegal for a rental agreement to say the landlord can take your property.

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If the landlord takes your things, first contact the landlord in writing. If you do not get your things back that way, call the police.

You can also sue the landlord for the return of your things. The judge can award you up to \$500 for each day the landlord kept the stuff, up to \$5,000. [RCW 59.18.230](#).

### 4. Renting Condemned Property

Landlords cannot rent property that is condemned or unlawful to occupy because of code violations. [RCW 59.18.085\(1\)](#). You can sue the landlord if you find out they knew they rented you property with major code violations. [RCW 59.18.085\(2\)](#).

### 5. Retaliatory Actions against You - [RCW 59.18.240](#)

The landlord cannot retaliate against you for asserting your legal rights or making a complaint to a code enforcement agency. There is a presumption that a landlord is retaliating if they increase the rent, reduce your services, increase your obligations, or evict you within 90 days after you assert your rights to the landlord, report the landlord to a government agency, or after an inspection or proceeding by a government agency due to your report. [RCW 59.18.250](#). These cases can be tricky. If you think the landlord is retaliating against you illegally, try to get legal help.

#### **Examples of possible retaliation:**

You reported a bedbug infestation to the city. The city notifies the landlord that they are inspecting the place. The landlord then tells you he is raising the rent.

You properly notify the landlord that you are deducting costs for repairs from your rent. The landlord gets this notice and then shuts off your water utility service.

If the landlord raising the rent or gives you an eviction notice within 90 days of a legal action you took against them, it may count as retaliation and be illegal. Try to get legal help if you think this is happening. You may be able to sue the landlord for retaliating against you for reporting them or for enforcing of your rights as a tenant. Retaliation may also be a defense to an eviction lawsuit.

## Part 4. Moving Out

### A. Do I have to tell the landlord I am moving?

#### 1. If you have a month-to-month agreement:

**Yes.** You must send the landlord a letter saying you are moving out. The landlord must get the letter at least 20 days before the end of the rental period. [RCW 59.18.200\(1\)\(a\)](#). The end of the rental period is the day before rent is due. The day you deliver the notice does not count in the 20 days.

**Example:** Your rent is due July 1. You want to move out in June. Get the letter to the landlord no later than June 9.

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- ❖ **Victims of Assault or Domestic Violence:** If you are the victim of threatening behavior by another tenant or your landlord OR if you are a victim of domestic violence, you may be able to end your rental agreement more quickly. [RCW 59.18.352](#), [59.18.354](#), [59.18.575](#).
  - ❖ **Service Members in the U.S. Armed Forces, Reserves or National Guard:** You can end a month-to-month tenancy or a lease with less than 20 days' notice if you get immediate assignment orders. [RCW 59.18.200](#).
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If you do not give proper notice, you must pay whichever comes first:

- Rent for the month after you move out

**or**

- Rent for 30 days from the day the landlord finds out you moved - [RCW 59.18.310\(1\)](#)

The landlord **must** try to rent the unit as soon as they find out you moved. If they can rent it less than 30 days after you moved, you must pay only for the days the apartment was empty. [RCW 59.18.310](#). After the next month, you do not have to pay anything.

#### 2. If you have a lease:

If you move out at the end of a lease, you usually do not have to give the landlord any notice. Check your lease to make sure.

If you stay beyond the end of a lease and the landlord accepts rent for the next month, you become a “month-to-month” renter. All rules for month-to-month renters now apply to you.

If you leave before the end of your lease, you have to pay the lesser of

- the rent for all the months left in the lease

**or**

- all rent owed before the landlord was able to re-rent the unit - [RCW 59.18.310\(2\)](#)

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❖ **Service Members in the U.S. Armed Forces, Reserves or National Guard:** If you have a lease, you must give the landlord seven days’ notice of any permanent change of station or deployment order. [RCW 59.18.200](#).

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## **B. Getting your Deposit Back**

After you move out, the landlord has 21 days to return your deposit **or** give you a letter stating why they are keeping any of it. If you have a hard time getting it back, use [Letter to Landlord for Return of a Security Deposit – Do-it-Yourself Forms](#) or get [Getting Your Security Deposit Back](#). Both are at [WashingtonLawHelp.org](#).

## **C. Evictions**

A landlord who wants you to move out must follow certain rules. This section explains

- why the landlord may try to evict you
- how the landlord must do it
- what to do if the landlord tries to evict you

[Eviction and Your Defense](#) has more info. Get it at [WashingtonLawHelp.org](#). Or call CLEAR at 1-888-201-1014 (or 211 if you live in King County).

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❖ Always keep all notices and documents from the landlord.

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## D. Can a landlord ask me to move out for no reason?

**For a month-to-month agreement:** In almost all parts of Washington, the landlord does not need a reason to ask you to move. They must just give you advance notice **in writing** that they want you to move out.

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- ❖ A landlord who does not have a reason for asking you to move cannot make you move in the middle of a rental period.
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Under state law, the landlord must give you at least 20 days' notice. [RCW 59.18.200\(1\)\(a\)](#).

**Example:** The rental period ends June 30 if rent is due on July 1. The landlord must give you notice to move out before June 9.

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- ❖ **If you live in Vancouver**, read [City of Vancouver Month-to-Month Tenants: New Right to 60-Day Notice to Vacate](#).
  - ❖ **If you live in Bellingham**, read [Bellingham Tenants Have More Rights under New City Laws](#). Your landlord must now give most tenants 60 days' notice.
  - ❖ **If you live in Tacoma**, read [Tacoma Tenants Have More Rights under New Laws](#). Your landlord must now give most tenants 60 days' notice.
  - ❖ **In Seattle and some other places**, a landlord cannot make you move out for no reason. For more, call the Tenants Union at 206-723-0500.
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**For fixed term leases:** Usually a landlord cannot ask you to move without a reason if you have a lease unless the term of the tenancy has ended (usually at the end of the first year). Check your lease for exceptions.

**If you live in federally-subsidized housing**, you have other rights. Read [Public Housing Evictions](#) or [HUD Housing Evictions](#). You can also call CLEAR at 1-888-201-1014 (or 211 if you live in King County) or visit [WashingtonLawHelp.org](#).

## E. Can a landlord make me move out?

### 1. For not paying rent.

If you are behind in rent, even by one day, your landlord may give you a 14-Day Notice to Pay or Vacate. [RCW 59.12.030\(3\)](#). If you pay all the rent you owe within 14 days after getting the notice, the landlord must accept it and cannot evict you. **They do not have to accept partial payment.** If you do not pay the whole amount within 14 days and you do not move out, your landlord may start an eviction lawsuit against you.

## 2. For missing a payment under your deposit installment plan.

Starting June 11, 2020, you can ask for an installment plan to pay your move-in costs.

**However, if you miss a payment under a written deposit installment plan, it is treated as if you didn't pay rent.** [RCW 59.18.283](#). Your landlord can serve you a 14-Day Notice to Pay or Vacate. If you pay what you owe under the payment plan within 14 days after getting the notice, your landlord must accept it and cannot evict you. If you do not pay the amount within 14 days and you do not move out, your landlord can start an eviction lawsuit against you.

## 3. For not following the rental agreement.

If you break a term of the rental agreement, the landlord can give you a **10-day notice**.

[RCW 59.12.030\(4\)](#). **Example:** You keep a cat despite the rental agreement's "no pets" rule. The landlord could send you a notice that allows you to correct the issue (find a new home for the cat) or move out within 10 days.

If you fix the problem within ten days after you get the notice, the landlord must stop the eviction process. If you do not fix the problem within ten days, and you do not move out, your landlord may start an eviction lawsuit against you.

## 4. Other kinds of activity.

You must not:

- use the property for drug-related activity
- engage in gang-related activity
- engage in activity on the premises that creates an imminent hazard to other people's physical safety
- physically assault someone on the premises or use a firearm or other deadly weapon - [RCW 59.18.130\(8\)](#)

If you do any of these, **the landlord may only have to give you a 3 day notice before starting an eviction lawsuit against you** and you may not get time to try to fix the problem. [RCW 59.18.180](#).

You also cannot:

- damage the value of the property
- interfere with other tenants' use of the property
- create or permit a nuisance or waste at the property

If you do any of these, the landlord may give you 3 days' notice to move. You must move out within 3 days after getting the notice, or the landlord may file an eviction lawsuit against you.

#### **F. What if I am still living in the unit after the time on the notice is up?**

The landlord can file an eviction lawsuit. In Washington, we call the process an **Unlawful Detainer Action**. To start the process, the landlord must deliver to you a **Summons and Complaint for Unlawful Detainer**. [RCW 59.12.070](#); [RCW 59.18.070 \(2\)](#).

#### **G. What if I get a Summons and Complaint for Unlawful Detainer notice?**

The landlord is trying to evict you. **You must respond in writing by the deadline listed in the Summons, or you will lose the eviction lawsuit automatically.**

1. Try to get more legal help as soon as possible. Read [Eviction and Your Defense](#).
2. Next, write and deliver a **Notice of Appearance** or an **Answer**. If the case has been filed (has a case number), you must also file your Notice of Appearance or Answer with the court. You do not have much time. You must submit these documents quickly, even if you do not have legal help.

The Summons and Complaint will say the deadline for submitting your Notice of Appearance or Answer. You should get the Summons and Complaint at least at least 7 days before the deadline to submit your written Notice of Appearance or Answer.

#### **H. What is a Notice of Appearance?**

When you get a Summons and Complaint, you can respond with a **Notice of Appearance** so you do not lose the eviction lawsuit automatically. For example, the landlord says you owe rent, but you do not think you do. The Notice of Appearance lets the court know you want to argue your case at a hearing.

If you do not submit the Notice of Appearance, the landlord will probably win the case automatically. Then you will have to move out after the sheriff posts a notice on your door.

The Notice of Appearance form is simple. It is in [Eviction and Your Defense](#).

## I. What is an Answer?

If you get a Summons and Complaint notice, you may also submit a written **Answer**. An Answer is more detailed than a Notice of Appearance. In it, you explain your side of the story and your defenses. [Eviction and Your Defense](#) has a blank Answer form.

At the top of the form, put the court where the landlord filed the lawsuit. It is the same court listed on the Summons and Complaint. Put your name as “defendant” and the landlord’s name as “plaintiff.” If there is a case number on the Summons and Complaint form, write that, too. If there is no case number on the Summons and Complaint, leave it blank.

Next, there are spaces asking you to “admit” or “deny” the landlord’s accusations against you. Each paragraph in the Complaint is numbered. In the “admit” category, put the numbers of any paragraphs you agree with. In the “deny” category, put the numbers of all paragraphs you disagree with.

Use the “Affirmative Defenses” section to explain your side of the story. Put here why the landlord is wrong to evict you. **Example 1:** The landlord did not make needed repairs. You followed all the rules properly and deducted rent for that reason. **Example 2:** The landlord did not deliver the Summons and Complaint more than seven days before the court date.

If you think the landlord owes *you* money, put that in the “Set-offs” section. Put how much you think the landlord owes you.

Lastly, put your address and phone number. Sign and date the form.

## J. How do I submit my Notice of Appearance and Answer?

Make at least 2 copies of each. Hand deliver one copy to the landlord’s lawyer. Ask the landlord’s lawyer or secretary to stamp one copy of each form with the date and time. Keep these copies for proof you delivered them before the deadline listed on the Summons. If you cannot deliver your written response in person, you may have to mail or fax your response.

Next, if there is already a case number on the Summons and Complaint, you must file the forms at Superior Court. Take the originals to the Superior Court in the county listed on the Summons.

If there is no case number on the Summons and Complaint, keep your originals for now. Wait to receive the case number in the mail or by hand delivery. Then take the original “Notice of Appearance” and “Answer” you filled out to the Superior Courthouse in the county listed on the Summons.

### **K. What if I get a Notice with the Summons that says I have to pay rent into the court registry?**

You may get a notice that says you must pay back-rent into the court registry within 7 days or lose automatically. If you think you do not owe rent, or owe less than the landlord says, you will have to file a **Sworn Statement** Denying that you owe rent. [Eviction and Your Defense](#) has a blank “Sworn Statement” form. Put that you do not think you owe the amount the landlord says. Deliver the Sworn Statement to the court clerk at the courthouse where the case is filed and to the landlord (or the landlord’s lawyer).

You must either pay the rent to the court **or** deliver a Sworn Statement Denying Rent Owed. If you do not deliver one of these things to the court within 7 days after you get the Summons, the landlord may automatically win the eviction lawsuit.

### **L. Do I have to go to court?**

If you must go to court, you should get a notice called an **Order to Show Cause**. Go to the courthouse on the date listed to argue your case. Read [Eviction and Your Defense](#) and [Getting Ready for a Hearing or Trial](#).

### **M. What is a “writ of restitution?”**

If you lose the eviction lawsuit, the sheriff may post a **Writ of Restitution** on your door or hand deliver it to you. The sheriff may come back (after at least 3 days) to physically evict you. **After the sheriff posts a notice on your door, try to get legal help as soon as possible.** Read [Eviction and Your Defense](#) to learn more about your options if you lost an eviction lawsuit.

### **N. Can my landlord physically force me off the property?**

**No.** Only the sheriff can do that. The landlord must go to court to get the sheriff involved.

### **O. Can I get more information on evictions (“unlawful detainers”)?**

Read [Eviction and Your Defense](#).

[Landlord/Tenant Issues for Survivors of Domestic Violence, Sexual Assault, and/or Stalking](#) has more about how the law protects domestic violence victims from certain actions by the landlord.

## Part 5. Abandonment

### A. Have I “abandoned” my place?

Washington law says you have abandoned the unit only if both these are true:

- You owe rent

**and**

- You have told the landlord, by your actions or words, that you are moving out

[RCW 59.18.310.](#)

If you have abandoned the unit, the landlord can enter it to remove your abandoned belongings. The landlord must

- store your things in a reasonably safe place
- mail you a notice saying where they are storing everything and the date they will sell it

[RCW 59.18.310](#)

A landlord who does not have your new address they should mail this notice to the rental address so the post office can forward it.

### B. How long does the landlord have to wait before selling my things?

**If your belongings are worth more than \$250**, they must wait 30 days after mailing you a notice. They can then sell everything, including family pictures, keepsakes and personal papers.

**If your things are worth \$250 or less**, they must wait only seven days after mailing you a notice. They can then sell everything **except** family pictures, keepsakes and personal papers.

[RCW 59.18.310.](#)

### C. I abandoned the rental. What happens to my deposits?

The landlord must mail you the deposit **or** a letter saying why they are keeping it within 21 days of finding out you abandoned the property. [RCW 59.18.280.](#)