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## TENANCIES NOT COVERED BY THE LANDLORD-TENANT ACT

- Residence in an institution which is incidental to detention, medical or similar services.
- Occupancy under at bona fide earnest money agreement.
- Tenants who have exercised an option to buy. (Unexercised options are still covered.)
- Transient lodging: hotels, motels, etc.
- A family residence which is rented as part of an agreement to lease agricultural land.
- Housing for seasonal agricultural employees.
- Housing for a tenant/employee whose right of occupancy is dependent upon his/her employment.
- Renters of space in mobile home park. Renters of a mobile home and space may be covered.

## LANDLORD'S RESPONSIBILITIES

### The Landlord Shall:

1. Maintain the premises to comply with all state and local statutes and codes that affect tenants' 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 keys and locks.
6. Maintain all electrical, plumbing, heating and other facilities provided 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. Provide smoke detectors and ensure they work properly when a new tenant moves in.
14. Set water heater at 120°F for a new tenant.
15. Provide tenant with receipt for payments when requested by the tenant.
16. Provide receipt for fees/deposits charged to hold a

dwelling and give a written description of the conditions under which the deposit may be returned.

17. Provide tenants with information approved by the Department of Health about the health hazards associated with exposure to indoor mold.

### 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. Attempt to physically remove a tenant.
5. Retaliate against a tenant who has exercised his/her legal rights. Retaliation may be assumed if the 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 cost of a background check.

## TENANT'S 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 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/religion, color, marital status, families with children, national origin, disability, HIV status, Military/Veteran Status, gender identity or sexual orientation. Violations should be reported to the DRC, the Washington State Human Rights Commission or the Federal HUD Hotline at 1-800-233-3247.

## TENANT'S RIGHT TO PRIVACY

1. The landlord does not have the 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 day's 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.
5. If a landlord or tenant continues to violate this section after being served one written notice with date and time of violation, they 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 attorney's 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 21 days after tenant vacates, return the deposit with an itemized accounting for any amount withheld. (Placing the notice in the mail within 21 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 nonrefundable 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 which includes address of rental property 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 their control, repairs must be made as soon as possible.
3. Landlords/tenants may notify health/building departments of possible building code violations.

## TENANT'S REMEDIES IF LANDLORD FAILS TO REPAIR:

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

- Give the landlord a good faith estimate from the repairperson, either by personal delivery or certified mail.
- If the landlord fails to start repairs in the time noted in the 'Repair Section', tenant may contract with the repairperson 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 the landlord receives the required notice under "Repairs" above, or 2 days after the landlord receives the estimate whichever is later.
- The tenant must give the landlord an opportunity to inspect the work.
- The tenant may deduct the cost of repairs from the next month's rent. Deductions may not exceed two 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 one month's rent and a licensed or skilled repairperson is not required, tenant may give landlord notice that he/she intends to make repairs themselves. No estimate is required for self-help repairs.

- If landlord does not start repairs within the time noted previously, the 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's rent.
- The tenant may not deduct more than one month's rent per repair or more than one month's rent in any 12 month period under this provision.

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

**Move Out:** If landlord does not make repairs in times noted previously, tenant may give written notice to the landlord, terminate the agreement and quit the premises without further obligation. The 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 their rent in escrow. (This is a very technical section—get legal advice before using it)

**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 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 any intent to either continue or end the tenancy. In rare cases, a term lease may move into a month-to-month but must state so in said lease.
3. The landlord may terminate the tenancy on a shorter notice in the following situations:
  - **Failure to pay rent**—3 day written notice to pay rent 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 day written notice.
4. A tenant who is a member of the armed forces, or that tenant's spouse or dependent may terminate a rental agreement with less than 20 day's notice if they receive reassignment or deployment orders that do not allow enough time for 20 day's notice. The tenant shall provide notice of reassignment or deployment orders to the landlord no later than seven (7) days after receipt.

## EVICITION/UNLAWFUL DETAINER

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

- If tenant refuses to move after the tenancy has been terminated, landlord may bring a lawsuit, called an

Unlawful Detainer action, to evict a tenant.

- Tenant must appear in court to protect his/her rights. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out if she/he does not leave voluntarily.

## REQUIRED NOTICE TO TENANTS

1. Landlords must provide tenants with information provided or approved by the department of health about the health hazards associated with mold, and information about how to control for mold. Information may be provided in written format individually to each tenant or posted in a visible location at the property.
2. All rental agreements must provide the tenant with a written notice regarding sex offenders that contains the following information:

NOTICE TO TENANT:

INFORMATION REGARDING SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

## PROPER WRITTEN NOTICE

Proper written notice should include address of rental property, and either be delivered in person or by certified mail, return receipt requested. A copy of notice may also be sent via regular mail and a copy retained for your records.

## DISPUTE RESOLUTION SERVICES

**Instead of going to court:**

**The Dispute Resolution Center offers mediation and conflict resolution services to assist landlords and tenants in resolving their disputes.**

**For additional information about this or other services:**

Call 425-339-1335 or 1-800-280-4770



## A SUMMARY OF THE RESIDENTIAL LANDLORD-TENANT ACT OF WASHINGTON

AS CONTAINED IN  
RCW 59.18  
& RELATED STATUTES



Volunteers  
of America®  
WESTERN WASHINGTON

**Dispute Resolution Center of  
Snohomish, Island and Skagit  
Counties**

**LTinfo@voaww.org  
Call 425-339-1335 or  
1-800-280-4770**

This brochure is informational, not a  
restatement of the law.

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