

Your Rights as a Tenant in Washington State: An Overview



Northwest Justice Project

Table of Contents:

Part 1. Introduction.....	1
A. Should I read this?	1
B. What other laws might cover my situation?	1
C. Why should I read this?.....	1
D. Does the RLTA cover all tenants?.....	1
E. Who does the law <i>not</i> cover?	2
F. How can I get legal help?	3
Part 2. Before moving in.....	4
A. Before renting a place:	4
B. What types of rental agreements are there?.....	5
C. Can the landlord put any rules they want in a rental agreement? - RCW 59.18.230	6
D. Deposits and other fees	7
E. What is a screening fee? - RCW 59.18.257.....	7
F. What is a security deposit?.....	8
G. Do I have to pay a security deposit? - RCW 59.18.670	9
H. Can I pay a security deposit in installments?	9
I. Does the landlord have to give back my security deposit? - RCW 59.18.280	9
J. Does the landlord have to pay me interest on my security deposit? - RCW 59.18.270	10
K. What is a damage deposit?	10
L. Can the landlord keep my security or damage deposit to pay for routine upkeep? - RCW 59.18.280	10
M. How fast does the landlord have to return my security or damage deposit? - RCW 59.18.280	10
N. What if the landlord does not give back my deposit?	10

O.	The landlord went into foreclosure. Can I get my security deposit back?	11
P.	What is a cleaning fee? - RCW 59.18.285.....	11
Q.	What is an application or holding fee? - RCW 59.18.253.....	11
R.	What is “last month’s rent paid in advance”?.....	11
S.	Can I pay the rent in cash?.....	12
T.	What is a “Condition Check-In List?” - RCW 59.18.260	12
U.	What if I find damages later?	12
Part 3.	While you are living there	13
A.	Landlord’s Responsibilities - RCW 59.18.060, except where otherwise noted	13
B.	Tenant’s Responsibilities - RCW 59.18.130	14
C.	What if the landlord sells the property?	15
D.	Can my landlord enter my unit? - RCW 59.18.150	15
E.	What if my unit needs repairs? - RCW 59.18.070	16
F.	I gave my landlord notice about needed repairs. The landlord did not start repairs within the required time. What can I do?	16
G.	My landlord did not make needed repairs. Can I refuse to pay rent?	18
H.	Illegal actions by the landlord	18
Part 4.	Moving out	20
A.	Do I have to tell the landlord I am moving?	20
B.	Getting your deposit back	21
Part 5.	Evictions.....	22
A.	Can a landlord ask me to move out for no reason?	22
B.	When can a landlord make me move out?	22
C.	What if I get a Summons and Complaint for Unlawful Detainer notice?	24
D.	What is a Notice of Appearance?.....	24
E.	What is an Answer?	24

F.	How do I submit my Notice of Appearance (and/or Answer)?	25
G.	What if I get a Notice with the Summons that says I have to pay rent into the court registry?	25
H.	Do I have to go to court?	25
I.	Do I get a lawyer for my eviction case?	25
J.	What is a “writ of restitution?”	26
K.	Can my landlord physically force me off the property?	26
Part 6.	Abandonment	26
A.	Have I “abandoned” my place? - RCW 59.18.180	26
B.	I abandoned the rental. What happens to my deposits? - RCW 59.18.280	26

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Part 1. Introduction

A. Should I read this?

-
- ❖ Renters with low incomes may be appointed a lawyer free of charge before a court may proceed with an eviction. Call our **Eviction Defense Screening line at 1-855-657-8387** or apply online at nwjustice.org/apply-online to find out if you qualify.
-

This guide covers most people who pay rent for the place where they live (called residential tenants) in Washington State.

We explain here the most common state laws covering your rights and responsibilities as a tenant. The most important of these state laws is the Residential Landlord-Tenant Act ("RLTA"). You can read the RLTA at [RCW 59.18](#). RCW stands for the [Revised Code of Washington](#), the law of Washington State.

B. What other laws might cover my situation?

Special laws cover people who live in government-funded (called "subsidized") housing programs or in mobile home parks where you own the mobile home. If either of these describes you, go to WashingtonLawHelp.org to learn more.

C. Why should I read this?

You should read this to understand your rights and responsibilities as a tenant.

This is general information only. Try to get legal help as soon as you can if you have a problem with your landlord.

See below for information on where to get legal help.

D. Does the RLTA cover all tenants?

No. It covers most **but not all** residential tenants. The law probably covers you if:

- You have a lease agreement.
- You are a month-to-month tenant.
- You have a verbal rental agreement.

- You have another kind of agreement, such as providing childcare in exchange for a room or place to live.
- You are living in a hotel, motel, or camping area and have been there since at least 30 days before March 1, 2020.

E. Who does the law *not* cover?

The law probably does **not** cover you if any of these describes your situation:

- You live in a mobile home park but own your mobile home. You should read [Tenant Rights under the Manufactured / Mobile Home Landlord-Tenant Act](#) instead of this guide.
- You live in an RV or trailer that you own. You pay for a space for it. You should read [I live in a trailer, motor home, or fifth wheel in an RV park. I pay rent for the lot. Do I have rights?](#) instead of this guide.
- You lease an office for business purposes.
- You live in a homeless shelter or an encampment.
- You live in a medical, religious, educational, recreational, or correctional institution. You can read the law about this at [RCW 59.18.040\(1\)](#).
- You signed a contract to buy the property where you live. You should read [Rent-to-Own in Washington State](#) instead of this guide.
- You are temporarily staying in a hotel or motel. [RCW 59.18.040\(4\)](#)
- You rent the land around your house mainly for farming. You can read the law about this at [RCW 59.18.040\(6\)](#).
- You are a temporary migrant worker, and your employer gives you housing as part of your job. Read [Housing: Your Rights as a Farm Worker](#) to learn more.
- You live in the same place as you work (for example, as a property manager). You live there only because of the job. You can read the law about this at [RCW 59.18.040\(9\)](#).

If any of these describes you, the RLTA might apply **if** the landlord or another person set the terms of your living arrangements specifically to avoid being covered by the law. Talk to a lawyer if you think this may be the case.

F. How can I get legal help?

- **Facing Eviction?** Call 1-855-657-8387.
- **Apply online** with [CLEAR*Online](https://clearonline.org) - nwjustice.org/apply-online
- **Facing Foreclosure?** Call 1-800-606-4819.
- **Facing a legal issue in King County** (other than Eviction or Foreclosure)? Call 2-1-1 (or toll-free 1-877-211-9274) weekdays 8:00 am - 6:00 pm. They will refer you to a legal aid provider.
- **Facing a legal issue outside of King County** (other than Eviction or Foreclosure)? Call the CLEAR Hotline at 1-888-201-1014 weekdays between 9:15 am - 12:15 pm or apply online at nwjustice.org/apply-online.
- **Seniors (age 60 and over)** with a legal issue outside of King County can also call CLEAR*Sr at 1-888-387-7111.

Deaf, hard of hearing or speech impaired callers can call any of these numbers using the relay service of your choice.

Interpreters provided.

Part 2. Before moving in

A. Before renting a place:

- **Read the 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.**
- You can add things to a rental agreement already written if you and the landlord both initial what you added.
- **Find out who pays for** hot water, heat, electricity, parking, snow removal, and trash disposal. Are they separate from the rent, or do you pay the landlord for it as part of the rent?
- **If you will pay an electric bill,** ask the electric company how much the unit's electricity cost for the past 12 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.
- Find the **utility** controls.
- **Ask questions.** Where is the thermostat? Who controls it? Where is the electric box? Where is the hot water heater?
- Make sure all utilities and appliances work correctly.
- **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 off-street parking, public transportation, and stores.
- 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.
- If you don't note these problems, your landlord could try to charge you for them when you move out.
- You should also take timestamped photos of any issues. Email these photos to yourself and the landlord.
- **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. Make digital copies as well. 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 2 main types:

1. Month-to-month Rental Agreement - [RCW 59.18.140](#)

- 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. Read [Landlords must give a “good” reason to end a tenancy or not renew a lease](#) to learn more.
- 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 can give you only 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? - RCW 59.18.230

No. Certain things are illegal to put in rental agreements. If your agreement has any of these, you do not have to follow them.

The landlord cannot put something in an agreement that:

- Gives up (waives) any right the Landlord-Tenant Act gives you.
- Makes you give up your right to defend yourself in court against the landlord.
- Limits the landlord’s legal accountability where they would normally be responsible.

- Says the landlord does not have to make repairs.
- Lets the landlord enter the rental without first giving you proper notice. For more on your right to privacy, see below.
- Requires you to pay for damages that are not your fault.
- Says you must pay the landlord's lawyer fees if an argument goes to court, even if you win.
- Lets the landlord take your things if you get behind in rent.
- Lets the landlord apply your rent payment toward other amounts you owe the landlord instead, such as for late payments, damages, legal costs, or other fees.
- Lets the landlord collect more than what a court awards in an eviction case.

D. Deposits and other fees

You should make note of what is and is not refundable. 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? - RCW 59.18.257

Landlords may check (screen) your rental eviction, and credit histories, and your criminal background before renting to you. They usually hire a company to make these checks. The "screening fee" pays that company.

The landlord must tell you in writing that they are running this report. They cannot charge you more for the screening than it actually costs. If they break (violate) one of these rules, you may have a legal case against them. Read [Tenant Screening: Your Rights](#) to learn more.

A landlord who rejects you because of something they found in the screening report must tell you in writing why they rejected you. 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 written 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](#)

❖ If the landlord takes a security deposit from you without giving you the written checklist, you can file a court case to get the deposit back plus court costs and fees. Read [Getting Your Security Deposit Back](#) to learn more.

Keep these documents in a safe place. You may need them for court. Make copies of them. You can ask for one free replacement copy of the checklist if you lose yours.

G. Do I have to pay a security deposit? - [RCW 59.18.670](#)

Maybe not. Starting June 2022, a landlord can give you the option to pay a monthly fee on top of the rent instead of a security deposit. This fee is called a “**monthly deposit waiver fee.**”

There are downsides to paying this monthly fee instead of a deposit. For example, the fee is nonrefundable. You won’t get this money back when you move out. Read [Tenants can now pay most move-in costs in installments](#) to learn more.

H. Can I pay a security deposit in installments?

Yes. You can ask your landlord to let you pay your deposit (plus any nonrefundable fees and last month’s rent) in installments. You must ask for this in writing. You and your landlord must both sign the payment plan. **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. Otherwise, you can ask for a payment plan of 2 monthly, equal payments. Payments must start at the start 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.
- **You landlord can** deny your request for a payment plan if the total amount of deposits and nonrefundable fees are not more than 25% of the first month’s rent and is not requiring last month’s rent.
- Your landlord can start an eviction case against you by delivering a 14-day Pay or Vacate Notice if you miss a payment. It’s treated as if you didn’t pay your rent.

I. Does the landlord have to give back my security deposit? - RCW 59.18.280

It depends. 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.

J. Does the landlord have to pay me interest on my security deposit? - RCW 59.18.270

Only if you both agreed to this.

K. What is a damage deposit?

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

L. Can the landlord keep my security or damage deposit to pay for routine upkeep? - RCW 59.18.280

No. The landlord cannot keep a security or damage deposit to repair "wear resulting from ordinary use of the premises." Here are some **examples** of "wear resulting from ordinary use:" worn carpet, chipped paint, worn finish on wood floor, faded or dingy paint.

The landlord **can** deduct the cost of fixing damages **beyond** wear resulting from ordinary use. Here are some **examples** of damages the landlord can charge you for: 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 unknown person 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. Make sure to document the damage with timestamped photos.

M. How fast does the landlord have to return my security or damage deposit? - RCW 59.18.280

After you move out, the landlord has 30 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.

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.

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

Read [Getting Your Security Deposit Back](#) to learn more. [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](#).

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

Maybe. The landlord must refund your security deposit or transfer it to the new owner of the place after the foreclosure. Read [I am a tenant living in a foreclosed property. What are my rights](#) to learn more.

P. What is a cleaning fee? - RCW 59.18.285

A landlord can charge this to have the place cleaned after you move out if this was in your written rental agreement. Some landlords collect a nonrefundable cleaning fee. No matter how clean you leave the place, the landlord keeps the fee.

Q. 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. This fee cannot be more than 25% (¼) of your first month's rent.

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. You can sue a landlord who wrongly keeps the fee.

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 10 days of you paying the fee, the landlord does not have to hold the place but must return the holding fee.

R. 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. The landlord cannot keep this amount for damages.

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

S. 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.

T. What is a “Condition Check-In List?” - RCW 59.18.260

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 specifically describe the condition and cleanliness of the rental unit and describe any existing damages. The checklist must specifically describe the condition of appliances, furnishings, carpet, walls, and any other part of the rental 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. **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.

Get a copy of this checklist. Keep it in a safe place. If you lose your copy, you can ask the landlord for 1 free replacement copy.

U. 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 should take timestamped pictures or video of damages if any of these are true:

- 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 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. You can read the law about this at [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. You must buy new batteries and maintain smoke detectors. You can read the law about this at [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 at your request. You can read the law about this at [RCW 59.18.063](#)

If more than one family lives in a house or apartment building, the 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, the landlord does not have to provide trash pick-up.

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

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 resulting from ordinary use of the premises.

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.

1. Changing the date rent is due

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](#) to learn more.

C. What if the landlord sells the property?

This does not automatically end a lease or month-to-month agreement. If the landlord is selling the property **and** wants you to move for that reason, the landlord must give you a 90-Day Notice.

But the landlord might not need you to move out because of the sale. In that case, 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.

D. Can my landlord enter my unit? - RCW 59.18.150

Generally, the landlord must give you at least 2 days' written notice before entering your rental to make repairs or inspect the place. If the landlord wants to show the rental unit to a potential new tenant or buyer, the landlord only has to give you a 1 day written notice. In the case of emergency or abandonment, the landlord can enter without notice.

You cannot unreasonably refuse the landlord's entry to repair, improve or service the unit. And your landlord cannot try to enter your unit for harassment.

Read [My landlord enters my rental unit without my permission](#) to learn more.

E. What if my unit needs repairs? - RCW 59.18.070

Follow the steps in this section to ask for repairs. Read [Tenants: If you need repairs](#) to learn more. You can find sample letters to use there.

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. Keep a copy of the letter for yourself.

The best way to ask for repairs is through a letter. If you send an email, keep records of what you sent and any reply you got from the landlord.

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

After you give the landlord the letter, the landlord has a certain number of days to start making repairs. How many days depends on the problem. Read [Tenants: If you need repairs](#) to learn more.

F. I gave my landlord notice about needed repairs. The landlord did not start repairs within the required time. What can I do?

You have 4 options:

1. You can move out

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. You just need to give the landlord written notice that you are moving and the reason why. You can read the law about this at [RCW 59.18.090\(1\)](#).

The landlord must return your deposits and 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.

2. You can go to court or mediation

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 mediation. This is usually cheaper and quicker than court. You can read the law about this at [RCW 59.18.090\(2\)](#).

3. You can hire someone yourself to make the repairs and subtract the amount from rent

You can read the law about this at [RCW 59.18.100](#). Be careful! This legal process can be complicated. Try to get legal help before you do this and read [Tenants: If you need repairs](#).

❖ **Important:** You must be up to date in rent and utilities to use this method. You can read the law about this at [RCW 59.18.080](#).

Can I make as many repairs as I want? - [RCW 59.18.100\(2\)](#)

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.

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.

4. Make the repairs yourself

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

We describe the method for this in detail in [Tenants: If you need repairs](#). After you give proper notice and wait the required time, depending on the problem, you can fix the problem yourself in a skilled, competent way. **If you repair something badly, the landlord can hold you responsible.**

You must give the landlord a chance to inspect your work. Then you can subtract the cost of materials and your own labor from next month's rent. Each repair you do yourself must cost less than 1/2 month's rent. You cannot spend more than 1 month's rent on repairs you do yourself in each 12-month period. You can read the law about this at [RCW 59.18.100\(3\)](#).

Example: Your monthly rent is \$800. In March, you made 4 separate repairs. Each cost you \$200. You could deduct \$800 from April's rent. You would not pay rent in April.

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 an eviction case 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, or keep you from entering the unit in any other way. Read [My landlord locked me out](#) to learn more.

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

A landlord can only shut off utilities to make repairs. The landlord cannot shut off your utilities because you owe rent or 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 and get damages if they shut off your utilities. Read [My landlord shut off my utilities](#) to learn more.

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](#) to learn more.

3. Taking Your Property - [RCW 59.18.310](#)

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

The landlord can only take your things if you abandon the unit.

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

You can also start a Small Claims case against the landlord for the return of your things. The judge could award you up to \$5,000. You can read the law about this at [RCW 59.18.230](#).

4. Renting Condemned Property - [RCW 59.18.085](#)

Landlords cannot rent property that is condemned or unlawful to occupy because of code violations. You might be able to sue the landlord if you find out they knew they rented you property with major code violations. Talk to a lawyer.

If the rental is condemned while you are living there, the landlord must give you 30 days' notice and also give you financial help to move. Read [Tenants' Rights: My place has been condemned](#) to learn more.

5. Retaliatory Actions against You - [RCW 59.18.240](#) & [RCW 59.18.085\(1\)](#)

The landlord cannot take revenge on you (retaliate against you) for exercising your legal rights or making a complaint to a code enforcement agency. The law presumes a landlord is retaliating if the landlord does any of these:

- Raise the rent
- Reduce your services
- Increase your obligations

- Evict you within 90 days after you assert your rights, after you report the landlord to a government agency, or after an inspection or proceeding by a government agency due to your report.

These cases can be tricky. If you think the landlord is retaliating against you illegally, try to get legal help. **Here are some 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 raises 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. 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 - [RCW 59.18.200\(1\)\(a\)](#)

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.

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.

-
- ❖ If you have experienced **threatening behavior** by another tenant or your landlord, **or** you have experienced **domestic violence**, you may be able to end your rental agreement faster. Read [Landlord/Tenant Issues for Survivors of Domestic Violence, Sexual Assault, and/or Stalking](#) to learn more.

❖ **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. You can read the law about this at [RCW 59.18.200](#).

If you do not give proper notice, you must pay rent for the month after you move out **or** Rent for 30 days from the day the landlord finds out you moved, whichever comes first. You can read the law about this at [RCW 59.18.310\(1\)](#).

The landlord **must** try to re-rent the place 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 it was empty. You can read the law about this at [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 rent for all the months left in the lease **or** all rent owed before the landlord was able to re-rent the unit, whichever is less. You can read the law about this at [RCW 59.18.310\(2\)](#).

❖ **Service Members in the U.S. Armed Forces, Reserves or National Guard:** If you have a lease, you must give the landlord 7 days' notice of any permanent change of station or deployment order. [RCW 59.18.200](#).

B. Getting your deposit back

After you move out, the landlord has 30 days to return your deposit **or** give you a written statement with documentation (such as receipts or invoices) showing why they are keeping some or all of your deposit. If you have a hard time getting it back, use our [Letter to Landlord for Return of a Security Deposit – Do-it-Yourself Forms](#) interview or get our [Getting Your Security Deposit Back](#) packet.

Part 5. 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

Read [Eviction and Your Defense](#) to learn more.

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

Mostly, no. As of May 2021, landlords must have a “good” or legal reason for not renewing a rental agreement, ending (terminating) a tenancy, or evicting a tenant. To learn more about what counts as a “good” reason to ask a tenant to leave the rental unit or to evict a tenant, read [Landlords must give a “good” reason to end certain tenancies](#).

If you live in federally subsidized housing, you have additional rights. Read [HUD housing evictions](#) to learn more.

❖ Always keep all notices and documents from the landlord.

B. When can a landlord make me move out?

1. For not paying rent

If you are behind in rent, even by 1 day, your landlord may give you a 14-Day Notice to Pay Rent or Vacate.

Read [My landlord just gave me a 14-Day Notice to Pay Rent or Vacate](#) to learn more.

2. For missing a payment under your deposit installment plan - [RCW 59.18.283](#)

You can ask for an installment plan to pay your move-in costs. **If you miss a payment under a written deposit installment plan, it is treated as if you didn’t pay rent.** Your landlord can serve you a 14-Day Notice to Pay Rent 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 - [RCW 59.18.283](#)

If you substantially break an important term of the rental agreement, the landlord can give you a **10-day notice**. If you fix the problem within 10 days after you get the notice, the landlord must stop the eviction process.

For example, you got a cat despite the rental agreement's "no pets" rule. The landlord sends you a notice to correct the issue or move out within 10 days. You find a new home for the cat.

Read [My Landlord Just Gave Me a 10-Day Notice to Comply or Vacate](#) to learn more.

4. Other kinds of activity - [RCW 59.18.180](#)

If you use the property for drug-related or gang-related activity, substantially interfere with the neighbors' or landlord's right to use and enjoy their own homes, assault someone on the premises or use a gun or other deadly weapon, or damage the property value, the landlord may only have to give you a 3-Day Notice before starting an eviction lawsuit against you. **You may not get time to try to fix the problem.**

Read [My Landlord Just Gave Me a 3-Day Notice to Quit](#) to learn more.

5. Other good reasons the landlord can make you move

There are a few other "good reasons" the landlord can make you move. They include lying on your rental application and registering on a sex offender. Each of these reasons has its own type of notice the landlord must give you. Read [Landlord must give a "good" reason to end a tenancy or not renew a lease](#) to learn more.

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

The landlord can start an eviction court case against you. In Washington, we call the process an **Unlawful Detainer Action**. To start the process, the landlord must deliver to you two court forms called a **Summons** and **Complaint for Unlawful Detainer**.



C. 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 court case automatically.

1. Try to get legal help as soon as possible, and get our [I need to respond to an eviction lawsuit](#) packet as soon as possible.
2. Next, write and deliver a **Notice of Appearance** or an **Answer** to the landlord or the landlord's lawyer. If the case 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.

D. 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 our [I need to respond to an eviction lawsuit as soon as possible](#) packet.

E. What is an Answer?

If you get a Summons and Complaint notice, you can (but you do not have to) 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. **But try to talk to a lawyer first.**

F. How do I submit my Notice of Appearance (and/or Answer)?

Make at least 2 copies of each. Hand deliver one copy to the landlord or their lawyer. Ask the landlord's lawyer or secretary to stamp both the copy you are keeping and the copy you are giving them with the date and time. Keep your copy for proof you delivered it to 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", if you are filing one) you filled out to the Superior Courthouse in the county listed on the Summons.

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

This notice is no longer valid as of May 2021. You can ignore it.

H. 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](#).

I. Do I get a lawyer for my eviction case?

Yes, if you qualify.

Renters with low incomes may be appointed a lawyer free of charge before a court may proceed with an eviction. Call our Eviction Defense Screening line at **1-855-657-8387** or apply online at nwjustice.org/apply-online to find out if you qualify.

The court should give you the chance to have a lawyer appointed to your eviction case. At your show cause hearing, ask the court to reschedule (continue) the hearing

so you can get a lawyer appointed to your case. You should insist on this right even if the judge wants the case to proceed without you having a lawyer.

J. What is a “writ of restitution?”

If you lose the eviction court case, 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. At this point, it is very hard to stop an eviction.

K. Can my landlord physically force me off the property?

No. Only the sheriff can do that. The landlord must go to court to have a judge sign off on an eviction and get the sheriff involved.

Part 6. Abandonment

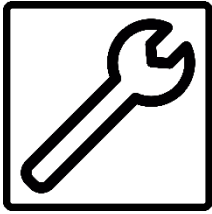
A. Have I “abandoned” my place? - RCW 59.18.180

It depends. You have legally “abandoned” the place you were renting **only** if you owe rent **and** you have told the landlord, by your actions or words, that you are moving out. This can mean you stopped staying in the rental and moved most of your stuff out of it.

In that situation, the landlord can remove any of your remaining belongings from the rental. The landlord must store your things in a reasonably safe place and mail you a notice saying where they are storing everything and the date they will sell it. Read [My landlord locked me out](#) to learn more.

B. I abandoned the rental. What happens to my deposits? - RCW 59.18.280

The landlord must mail you the deposit **or** a letter saying why they are keeping it within 30 days of finding out you abandoned the property. Read [My landlord locked me out](#) to learn more.



Tenants: If you need repairs

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- ❖ You can find all the fact sheets, guides, and Do It Yourself resources we link to here at [WashingtonLawHelp.org](https://www.washingtonlawhelp.org).
-

Should I read this?

Yes, you should read this if you rent the place where you live in Washington State and you want to learn about your options for repair remedies under federal, state and local laws. We explain:

- How to get repairs done to your rental unit as provided in the state [Residential Landlord-Tenant Act](#) (“the Act”) – you can read this law at [RCW 59.18](#)
- How to get unsafe or uninhabitable premises inspected

Before you read this:

- Read this whole guide carefully before you try to use any of these remedies.
- To use the Act’s repair remedies, you **must** be up to date on your rent and any utilities in your name. Also, under the Act, you cannot withhold rent, even if the landlord does not make repairs. (See “Can I Withhold Rent?” below.)
- The Act describes the legal duties for both you and the landlord. If you want to use the Act’s repair remedies, you must do what the Act says in good faith.

What are my duties as a tenant?

Read our [Your rights as a tenant in Washington State](#) guide to learn your legal responsibilities as a tenant.

What are the landlord's repair and maintenance duties?

This guide only explains the landlord's repair and maintenance responsibilities under the Act. The landlord also has other legal responsibilities, such as the duties not to discriminate and not to do unlawful lockouts, utility shutoffs, or property seizures. You can learn more by reading any of these:

- [Your rights as a tenant in Washington State](#)
- [Tenants are protected from discrimination based on source of income](#)
- [My landlord locked me out](#)

The landlord must:

- Keep the place fit for you to live in the whole time you live there.
- Keep the place up so that it meets, as much as possible, all state and local laws that protect your health and safety.
- Keep all structural components (chimney, roof, floors, walls and so on) in reasonably good repair and usable.
- Keep any shared or common areas reasonably clean, safe, and sanitary.
- Provide for control of insects, rodents, and other pests, **except** when you caused the infestation. (The landlord of a single-family home does not have to control pests that show up after you move in.)
- Make repairs and arrangements needed to put and keep the place in the condition that the law or rental agreement says it should have been at the start of your tenancy, **except** where the condition is due to normal wear and tear.
- Give you adequate locks and keys and safeguard master or duplicate keys.
- Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by the landlord.
- Keep the place reasonably weather tight.



- Make sure you have garbage cans and arrange for regular removal of waste, **except** in the case of a single-family home.
- Provide facilities adequate to supply heat and water, including hot water.
- Give you written notice about fire safety precautions, **except** in the case of single-family homes. This includes notice that the rental unit is equipped with smoke detectors and your duty to keep them up.

The landlord must not:

- Rent you a place that has been condemned or declared unlawful to occupy.
- Intentionally shut off any of your utilities, including water, heat, electricity, or gas, **except** temporarily for needed repairs. (Read [My landlord shut off my utilities!](#) to learn more.)
- Take revenge (called *retaliating*) against you for your good faith complaints about health and safety issues to government authorities **or** good faith attempts to enforce your rights under the Act. (See “Retaliation,” below.)

The landlord’s liability

- The landlord may be liable for damages and penalties (including refund of any prepaid deposit or rent, or for relocation assistance) for intentionally renting you a place that has been condemned or declared unlawful to occupy.
- The landlord is **not** liable for defective conditions caused by you, your family, or your guests.
- The landlord is **not** liable for defective conditions caused by your unreasonable refusal to let the landlord enter to make repairs.

My rental needs repairs. What should I do?

You must give written notice!

First you must give the landlord, the landlord’s agent, or the person who collects the rent **written notice** of what needs fixing, even if they already know about the needed repairs and/or you have already told them verbally.

A sample notice asking for repairs is below. **If you use this letter, attach copies of [RCW.18.060](#) and [RCW 18.070](#) to it.**

What exactly should I put in my notice?

You should include your name, the date, the owner's name or the name of the owner's agent, your address, and a description of what needs repair. **Be detailed!** Go through the entire place, listing needed repairs room-by-room, and any repairs needed to the outside or common areas.

The Act requires you to "deliver" a notice asking for repairs. To prove "delivery," you should either send the notice by certified mail **and** regular U.S. mail **or** hand deliver it to the landlord or the person who collects the rent (try to have a neutral witness to the delivery so you can prove it in court later).

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- ❖ If the owner is different from the manager, you can send both the owner and manager copies of the notice. You do not have to, but it might help you later if you must go to court.
-

You should keep, for your records, copies of all notices delivered to the landlord, along with the lease, any rent receipts, and any written notices or letters from the landlord.

What must the landlord do after getting notice?

The landlord must start making repairs as soon as possible after getting your written notice, but no later than:

- **24 hours** to restore heat, hot or cold water, electricity, or fix a condition that poses an immediate hazard to life.
- **72 hours** to fix a refrigerator, range and oven, or major plumbing fixture supplied by the landlord.
- **10 days** to make repairs in all other cases.

If the landlord cannot meet these timelines due to circumstances beyond their control, they must still have the repairs finished as soon as possible. Try to get the

landlord to tell you how long she expects the repairs to take if she cannot meet these timelines.

What can I do if the landlord does not make repairs?

If the landlord does not make repairs within a reasonable time after you deliver your written notice, and after the 24-hour, 72-hour or 10-day period to start repairs has expired, you can:

- **Move out:** You may end the rental agreement by giving the landlord written notice and moving out immediately without further obligation under the rental agreement. Even if your lease term has not ended, you will not be responsible for paying rent after the day you move out and you will be entitled to a refund of any prepaid rent and the security deposit under the security deposit rules. Read [Your Rights as a Tenant in Washington](#) and [Can I Get My Security Deposit Back?](#) To learn more.
- **File a lawsuit:** You can sue the landlord in state court for any remedy provided by the Act or other law.
- **Arbitration or mediation:** If the landlord agrees, you may try to settle the dispute through arbitration or mediation.
- **Try other remedies:** There are other remedies under the Act. (See next 2 sections, and the sections “What is Repair and Deduct” and “What is Rent Escrow”.)

The landlord refuses to make repairs. What can I do?

You can use the remedies we describe in “What is Repair and Deduct” and “What is Rent Escrow,” but **only** if you are up to date in your rent and utilities payments, **and** the landlord does not start repairs within the required time after getting your written notice.

Can I withhold rent?

No. The Act says you cannot withhold rent, **even if** the landlord has not made repairs. If you do:

- You lose the right to use the repair remedies under the Act.
- The landlord can issue a 14-day “pay or vacate” notice and start an unlawful detainer (eviction) action in court. Read [My landlord just gave me a 14-Day Notice to Pay Rent or Vacate](#) to learn more.

What is “Repair and Deduct”?

This is a remedy you can use when your landlord does not make repairs even after you gave proper written notice. If the landlord has not started the repair within the required time after getting your notice, or does not promptly finish the repairs, and you cannot or do not want to move out, you can have the repair done yourself and deduct the cost of the repair from future rent payments. You can only deduct up to 2 months’ rent.

Before making any repairs, you must give your landlord a written estimate of the cost and a chance to inspect the work that was done. Then you can deduct an amount up to 2 months’ rent from future rent payments.

Example 1: Your rent is \$750 a month. You made a repair in March costing \$1,500. You could deduct \$750 from the April rent and another \$750 from the May rent and not pay any rent for April or May.

Example 2: Your rent is \$750 a month. The repair cost \$1,000. You could deduct \$750 from April’s rent and \$250 from May’s rent. You must still pay the remaining \$500 for May rent.

❖ You cannot deduct more for each repair than 2 months’ rent. You cannot deduct more than 2 months’ rent in any 12-month period.

What are the rules for using Repair and Deduct?

You must:

- Be up to date in rent and utilities payments in your name.
- Deliver a written notice to the landlord or person who collects the rent. There is a sample notice below.

- Wait until the 24 hours, 72 hours, or 10 days has run before going ahead with the repair and deduct remedy.
- By regular mail or hand delivery, you must give the landlord your own good faith written estimate of the repair cost. Your estimate should say if a licensed or registered repair person must do it. It must also say if the repair cost will be more than 2 months' rent. **You must arrange to pay the repair person.**
- You must give the landlord written notice when the repairs are done and available for the landlord to inspect.

After the landlord has inspected the work or been given a reasonable chance to do so, you may deduct the cost of repairs from the **next month's** rent.

If the landlord must start the repair within 10 days (See "What must the landlord do after getting notice," above), you must wait **2 days** after giving the estimate to your landlord before entering a contract for repairs. Try to give the landlord the written estimate at the same time as the written notice asking for repairs or as soon as possible afterward. **This 2-day waiting period does not apply to repairs that must be made within 24 or 72 hours.**

Can I use "Repair and Deduct" to do the repairs myself?

Yes, **but only if all these are true:**

- the cost of the repair is not more than one month's rent **and**
- the repair does not require a licensed repair person **and**
- the repair is for a defect within the leased premises (not in a common area)

If you make the repairs yourself, you can deduct up to one month's rent from the next month's rent payment. **Example:** Your rent is \$800 a month. In March, you made 4 separate repairs. Each cost \$200. You could deduct \$800 from April's rent. You would not pay any rent in April.

You cannot deduct more than one month's rent for each self-help repair. You also cannot deduct more than 1 month's rent in any 12-month period.

Are there any other rules for doing repairs myself?

Yes. You:

- Must be up to date in rent and any utilities payments in your name.
- Must give the landlord or person who collects the rent written notice. There is a sample notice below.
- Must wait until the 24 hours, 72 hours, or 10 days has run before you start the repair and deduct remedy.
- Do **not** have to give the landlord a separate written estimate of the cost of repairs for each self-help repair.
- Must make the repair in a workman-like manner.
- Must give the landlord written notice that the repairs are done and available for inspection within a reasonable time.

When can I deduct the cost of repairs from my rent payment?

After the landlord has inspected the work or has been given a reasonable chance to do so, you may deduct the cost of repairs from the **next month's** rent.

Can building code enforcement or government inspection help with repairs?

Maybe. If you are worried about the conditions of your rental unit or common areas of your building, you can notify the city or county office that enforces the housing and building code and ask for an inspection.

If the city or county inspects, will I have to move?

It depends, but probably not. How local government officials respond to you will vary greatly depending on where you live.

If the inspection finds problems or defects in violation of the building code, the city or county can force the landlord to make needed repairs **or** vacate the building. In a

few cities and counties, if the place is in very bad condition, the city or county might require you to move on very short notice.

What is rent escrow? Can I use it to get repairs made?

Maybe. The Repair and Deduct remedy *won't* work in these situations:

- The repairs would cost more than 2 month's rent.
- The repairs are needed to correct substandard and dangerous conditions.
- The unit's conditions substantially endanger or impair your health and safety.

If any of these describes your own situation, you might be able to deposit rent payments into an escrow account instead of paying the landlord. An escrow account is an account maintained by someone legally authorized to hold your money until the landlord fixes the defects. You can read the state law about escrow accounts at [RCW 59.18.115](#).

What are the rules for using rent escrow to get repairs made?

The rent escrow remedy is technical and complicated:

- You must be up to date on rent and any utilities payments in your name.
- The landlord must have failed to start repairs within the required time.
- You must determine in good faith that other repair remedies, such as Repair and Deduct, will not work.

If you meet these conditions, you can ask a local government representative to inspect the unit. That person must put in writing that the defect exists and endangers your health or safety.

- Ask the local government inspector to do a “rent escrow inspection” and certify the results. The inspector must certify the results in writing within 5 days. (See Rent Escrow Inspection Request form below.)
- Attach a copy of the certification from the inspector to your notice to the landlord asking for repairs.

How your local government will respond to a request for rent escrow inspections will depend on where you live. In some parts of the state, you cannot get the certification from the local government. **Without certification, you cannot use the rent escrow remedy.**

The city or county has agreed to inspect. What happens next?

The inspector must:

- Give the landlord 24 hours' notice before the inspection date and time. The landlord must be given the chance to be at the inspection. The landlord cannot stop the inspector from entering the premises.
- Certify in writing that the conditions in your unit can be a "substantial risk" to health and safety **or** make the premises "substantially unfit for human habitation." Here are some examples of such conditions. This is not a complete list:
 1. Structural problems or exposure to weather. **Examples:** building falling down, walls sagging, roof leaking, broken windows or doors.
 2. Inadequate plumbing and sanitation that directly exposes you to risk of illness or injury.
 3. Lack of water, including hot water.
 4. Heating or ventilation systems not working or are hazardous.
 5. Substantial problems with wiring and electrical service.
 6. Defective or inadequate exits.
 7. Conditions that increase the risk of fire.

After the inspector has certified that the conditions you reported exist, you are eligible for escrow. You can now pay your rent into an escrow account.

How do I set up an escrow account?

You should **talk to a lawyer** about this. A rent escrow account can be hard and expensive to set up. It is often best to use this remedy to motivate the landlord to

make repairs **without actually taking the final step** of depositing your rent into the account.

If you decide to set up a rent escrow account, take these steps:

- No more than 24 hours after depositing your rent in escrow, mail or hand-deliver to the landlord written notice of the rent escrow **and** the city's or county's written certification. See Notice to Landlord of Rent Escrow, below.
- The notice of rent escrow must include the sworn statement described in [RCW 59.18.115\(3\)](#).
- You should deposit all future rent payments in the rent escrow account.

Will it cost me money to set up an escrow account?

Yes. But you will be entitled to reimbursement of costs associated with setting up or maintaining the rent escrow account.

What happens to the money in the escrow account?

Either you or the landlord can file a lawsuit asking a judge to release the rent money deposited in escrow. The judge can decide to reduce past, present, or future rent because of any defects in your rental unit.

In addition to setting up a rent escrow account, you can file a lawsuit or ask for arbitration to recover the value of any reduction in rental value of the unit while the defective conditions have existed.

I might put my money in escrow and file a lawsuit. What evidence will back up my claim?

- **Housing code inspectors' reports and testimony.**
- **Photos.**
- **A witness who can testify about rental values** in your area, and what the rental value of the unit was worth considering the defects. This should be someone with experience in **property valuation**. Building inspectors, some



housing authority employees, or real estate agents may have this kind of experience.

Estimating the proper rental value will be hard for a judge. They may appreciate any help you can offer through a witness.

-
- ❖ You should know what a witness will say before they say it in court or in a statement you hand in to the court.
-

What if the landlord tries to get back at me for complaining to the city?

Under state law, the landlord cannot get back at (retaliate against) you or threaten to retaliate against you for your good faith complaints to government agencies about conditions endangering your health or safety, or for exercising any of your rights under the Act. Sending a written notice asking for repairs is your legal right.

What are some examples of retaliatory actions?

- Filing a lawsuit to evict you (called an unlawful detainer), or threatening to evict you
- Raising your rent
- Reducing or cutting off services, such as utilities

If the landlord tries to do any of these things within 90 days of your complaint to a government agency or any other exercise of your rights under the Act, a judge will presume the action is retaliation. The landlord must fight (must *rebut*) this presumption in court.

A notice issued by the landlord is presumed **not** retaliation if you are behind in rent or not in compliance with the rental agreement. You must rebut this presumption in court.

What if I get an eviction (unlawful detainer) notice?

Talk with a lawyer right away. Have all paperwork relating to your tenancy with you, including your lease or rental agreement, rent receipts, and any notices you

have given to or gotten from the landlord. You should always keep copies of all documents related to your rental. You should also read [Your Rights as a Tenant in Washington](#) and [Eviction and Your Defense](#) to learn more.

Get Legal Help

- **Facing Eviction?** Call 1-855-657-8387.
- **Apply online** with [CLEAR*Online](#)
- **Facing Foreclosure?** Call 1-800-606-4819.
- **Facing a legal issue in King County** (other than Eviction or Foreclosure)? Call 2-1-1 (or toll-free 1-877-211-9274) weekdays 8:00 am - 6:00 pm. They will refer you to a legal aid provider.
- **Facing a legal issue outside of King County** (other than Eviction or Foreclosure)? Call the CLEAR Hotline at 1-888-201-1014 weekdays between 9:15 am - 12:15 pm or [Apply Online](#)
- **Seniors (age 60 and over)** with a legal issue outside of King County can also call CLEAR*Sr at 1-888-387-7111.

Deaf, hard of hearing or speech impaired callers can call any of these numbers using the relay service of your choice.

Interpreters provided.

This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

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NOTICE REQUESTING REPAIRS

Date: _____

Landlord's name and address:

Dear _____:

This is to notify you that the rental unit at _____
_____ which you
manage and which I occupy needs repairs for the following defects:

1. _____
2. _____
3. _____

The Washington Residential Landlord Tenant Act requires you to begin to make repairs requested by me within one of these specific time periods:

1. Twenty-four (24) hours to repair the loss of hot or cold water, heat or electricity, or a condition imminently hazardous to life.
2. Seventy-two (72) hours when the defect deprives the tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by the landlord.
3. Ten (10) days in all other cases.

A list of landlord responsibilities required by the Act is attached. If the repairs are not completed within the applicable period of time, I intend to use the remedies provided in the Act.

Sincerely,

(Tenant's Signature)
(print your name)

RENT ESCROW INSPECTION REQUEST

Date: _____

Name and Address of City Building Department:

Dear Building Inspector:

I believe I am living in substandard conditions. I have provided written notice to my landlord and have had no response. I request that you do an inspection of the premises regarding specific substandard and dangerous conditions covered by RCW 59.18.115. The conditions needing inspection include:

_____ rodent/pest infestation	_____ electrical/wiring problems
_____ plumbing, sewage	_____ water heater/pipes
_____ structural problems(roof/walls/windows)	_____ heating system/stove

In particular, I am having trouble with:

Under the law, the landlord must be given 24-hour notice of the date and time of the inspection so that he has an opportunity to be present.

My landlord is:

Name: _____

Address: _____

Phone: _____

My address is: _____.

Please call me to arrange a date and time for inspection. You can reach me at

_____ or _____.

Sincerely,

(Tenant's Signature)
(print your name)

NOTICE TO LANDLORD OF RENT ESCROW

Name of Tenant: _____

Address of Tenant: _____

Name of Landlord: _____

Address of Landlord: _____

Name and Address of Escrow:

Date of Deposit of rent into escrow: _____

Amount of rent deposited into escrow: _____

The following condition(s) have been certified by a local building official to substantially endanger, impair, or affect the health or safety of a tenant:

I have determined in good faith that I am unable to repair these conditions through use of repair remedies authorized by RCW 59.18.100.

I provided written notice of the conditions needing repair to the landlord on _____, and ____ days have elapsed and the repairs have not been made.

I have deposited funds into escrow as described above.

Under penalty of perjury of the laws of the State of Washington, I certify that:

1. I have read the foregoing Notice to the Landlord of Rent Escrow, know the contents thereof and sign of my own free will; AND
2. I mailed/delivered a copy of this Notice, and a copy of the certification of condition(s), to the landlord at the above address on _____, 20____.

Dated _____, at _____, Washington.
(City)

Tenant's Signature
(print your name)

A sample notice asking for repairs is below. **If you use this letter, attach copies of [RCW.18.060](#) and [RCW 18.070](#) to it.**

What exactly should I put in my notice?

You should include your name, the date, the owner's name or the name of the owner's agent, your address, and a description of what needs repair. **Be detailed!** Go through the entire place, listing needed repairs room-by-room, and any repairs needed to the outside or common areas.

The Act requires you to "deliver" a notice asking for repairs. To prove "delivery," you should either send the notice by certified mail **and** regular U.S. mail **or** hand deliver it to the landlord or the person who collects the rent (try to have a neutral witness to the delivery so you can prove it in court later).

-
- ❖ If the owner is different from the manager, you can send both the owner and manager copies of the notice. You do not have to, but it might help you later if you must go to court.
-

You should keep, for your records, copies of all notices delivered to the landlord, along with the lease, any rent receipts, and any written notices or letters from the landlord.

What must the landlord do after getting notice?

The landlord must start making repairs as soon as possible after getting your written notice, but no later than:

- **24 hours** to restore heat, hot or cold water, electricity, or fix a condition that poses an immediate hazard to life.
- **72 hours** to fix a refrigerator, range and oven, or major plumbing fixture supplied by the landlord.
- **10 days** to make repairs in all other cases.

If the landlord cannot meet these timelines due to circumstances beyond their control, they must still have the repairs finished as soon as possible. Try to get the

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Sincerely,

(Tenant's Signature)
(print your name)

Certified Mail® - The Basics



Information on Certified Mail®, refund eligibility and how to use the service.

🕒 Dec 27, 2024 Knowledge

Article Number

000008133

Customer Information

What is Certified Mail®?	Refund Eligibility
Mail Classes Eligible for Certified Mail®	Fees

What is Certified Mail®?

Certified Mail is a numbered Extra Service that:

- Can be purchased at the time of mailing at a Post Office™
- Provides the sender with a mailing receipt as confirmation an item was sent (see Form 3800 / Receipt for Certified Mail)
- Requires a signature from the addressee
- May be combined with Return Receipt Service to provide the sender proof of signature, with the option of receiving the return receipt by mail or electronically
- If requested, provides electronic verification that an item was delivered or that a delivery attempt was made. Delivery status can be retrieved in three ways:
 - Online at www.usps.com by entering the certified mail extra service number shown on the mailing receipt
 - By telephone using the item's extra service number
 - By bulk electronic file transfer for mailers who provide an electronic manifest to the USPS
- Can be purchased alone or combined with other services:
 - **Certified Mail Restricted Delivery** - Customers may direct delivery of Certified Mail **only** to the addressee (or addressee's authorized agent)
 - **Certified Mail Adult Signature Required** - Customers may direct delivery of Certified Mail **only** to an adult (individual who is 21 years of age or older, not available at retail)
 - **Certified Mail Adult Signature Restricted Delivery** - Customers may limit delivery of Certified Mail **only** to a specific addressee or authorized agent who is 21 years of age or

Feedback

older (not available at retail)

Additional Information

- Mailers must enter the name and complete address of the person or firm to whom the mail is addressed on the PS Form 3800. For complete instructions see the DMM 500.3.2.1.
- Certified Mail® items travel at the speed of the mail class with which they are purchased
- Delivery information is available for items destined to APO / FPO / DPO locations
- Certified Mail items may be sent to U.S. possessions and territories
- Insurance may not be purchased with any of the Certified Mail services.
- **Note:** Priority Mail items with included insurance (up to \$100) maintain that insurance coverage with Certified Mail
- Certified Mail will be held at the Post Office™ for 15 days, before being returned to sender, if the Certified Mail item is returned to the sender, the sender will need to sign for the returned item (since it is still signature mail)
- Certified Mail is not available with International mail but may be mailed to APO (Army Post Office), FPO (Fleet Post Office), and DPO (Diplomatic Post office) locations
 - Electronic Return Receipt is not available to APO/FPO/DPO locations, certain U.S. Territories or possessions or Freely Associated States

Classes of mail eligible for Certified Mail

- Priority Mail®
- First-Class Mail®

Refund Eligibility

Certified Mail® is eligible for a refund of the service fee, excluding the postage, if

- The mailing receipt and electronic verification have not been received after 30 days, but you know your mailpiece has been delivered.
- Non-delivery when USPS is at fault
- You were incorrectly charged postage or fees
- Paid services were not provided

You can request a refund

- Online at <https://www.usps.com/help/refunds.htm>
- At your local Post Office by:
 - Submitting the request at the local Post Office using *PS Form 3533, Application and Voucher for Refund of Postage and Fees*
 - Providing evidence of mailing and postage

Refunds are at the discretion of the local Post Office™. There is no refund for Certified Mail service if the item is undeliverable, but a delivery was attempted.

RCW 59.18.060 Landlord—Duties. The landlord will at all times during the tenancy keep the premises fit for human habitation, and shall in particular:

- (1) Maintain the premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which the legislative body enacting the applicable code, statute, ordinance or regulation could enforce as to the premises rented if such condition endangers or impairs the health or safety of the tenant;
 - (2) Maintain the structural components including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable;
 - (3) Keep any shared or common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident;
 - (4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant;
 - (5) Except where the condition is attributable to wear resulting from ordinary use of the premises, make repairs and arrangements necessary to put and keep the premises in as good condition as it by law or rental agreement should have been, at the commencement of the tenancy;
 - (6) Provide reasonably adequate locks and furnish keys to the tenant;
 - (7) Maintain and safeguard with reasonable care any master key or duplicate keys to the dwelling unit;
 - (8) Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by him or her in reasonably good working order;
 - (9) Maintain the dwelling unit in reasonably weathertight condition;
 - (10) Except in the case of a single-family residence, provide and maintain appropriate receptacles in common areas for the removal of ashes, rubbish, and garbage, incidental to the occupancy and arrange for the reasonable and regular removal of such waste;
 - (11) Provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant;
- (a) The landlord may not effect an involuntary termination of electric utility or water service due to lack of payment to any tenant on any day for which the national weather service has issued or has announced that it intends to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert, for the area in which the tenant's address is located.
- (b)(i) A tenant at whose dwelling electric or water utility service has been disconnected for lack of payment may request that the landlord reconnect service on any day for which the national weather service has issued or has announced that it intends to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert, for the area in which the tenant's address is located. The landlord shall inform all tenants in the notice of disconnection of the ability to seek reconnection and provide clear and specific information on how to make that request, including how to contact the landlord.

(ii) Upon receipt of a request made pursuant to (b)(i) of this subsection, the landlord shall promptly make a reasonable attempt to reconnect service to the dwelling. The landlord, in connection with a request made pursuant to (b)(i) of this subsection, may require the tenant to enter into a payment plan prior to reconnecting service to the dwelling. If the landlord requires the tenant to enter into a repayment plan, the repayment plan must comply with (c) of this subsection.

(c) A repayment plan required by a landlord pursuant to (b)(i) of this subsection will be designed both to pay the past due bill by the following May 15th, or as soon as possible after May 15th if needed to maintain monthly payments that are no greater than six percent of the tenant's monthly income, and to pay for continued utility service. The plan may not require monthly payments in excess of six percent of the tenant's monthly income. A tenant may agree to pay a higher percentage during this period, but will not be in default unless payment during this period is less than six percent of the tenant's monthly income. If assistance payments are received by the tenant subsequent to implementation of the plan, the tenant shall contact the landlord to reformulate the plan;

(12)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW 43.44.110. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW 43.44.110(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:

(i) Whether the smoke detection device is hard-wired or battery operated;

(ii) Whether the building has a fire sprinkler system;

(iii) Whether the building has a fire alarm system;

(iv) Whether the building has a smoking policy, and what that policy is;

(v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;

(vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and

(vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.

(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.

(c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;

(13) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to

minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's website or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;

(14) The landlord and his or her agents and employees are immune from civil liability for failure to comply with subsection (13) of this section except where the landlord and his or her agents and employees knowingly and intentionally do not comply with subsection (13) of this section; and

(15) Designate to the tenant the name and address of the person who is the landlord by a statement on the rental agreement or by a notice conspicuously posted on the premises. The tenant shall be notified immediately of any changes in writing, which must be either (a) delivered personally to the tenant or (b) mailed to the tenant and conspicuously posted on the premises. If the person designated in this section does not reside in the state where the premises are located, there shall also be designated a person who resides in the county who is authorized to act as an agent for the purposes of service of notices and process, and if no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered such agent. Regardless of such designation, any owner who resides outside the state and who violates a provision of this chapter is deemed to have submitted himself or herself to the jurisdiction of the courts of this state and personal service of any process may be made on the owner outside the state with the same force and effect as personal service within the state. Any summons or process served out-of-state must contain the same information and be served in the same manner as personal service of summons or process served within the state, except the summons or process must require the party to appear and answer within 60 days after such personal service out of the state. In an action for a violation of this chapter that is filed under chapter 12.40 RCW, service of the notice of claim outside the state must contain the same information and be served in the same manner as required under chapter 12.40 RCW, except the date on which the party is required to appear must not be less than 60 days from the date of service of the notice of claim.

No duty shall devolve upon the landlord to repair a defective condition under this section, nor shall any defense or remedy be available to the tenant under this chapter, where the defective condition complained of was caused by the conduct of such tenant, his or her family, invitee, or other person acting under his or her control, or where a tenant unreasonably fails to allow the landlord access to the property for purposes of repair. When the duty imposed by subsection (1) of this section is incompatible with and greater than the duty imposed by any other provisions of this section, the landlord's duty shall be determined pursuant to subsection (1) of this section. [2023 c 331 s 5; 2023 c 105 s 8; 2013 c 35 s 1; 2011 c 132 s 2; 2005 c 465 s 2; 2002 c 259 s 1; 1991 c 154 s 2; 1973 1st ex.s. c 207 s 6.]

Reviser's note: This section was amended by 2023 c 105 s 8 and by 2023 c 331 s 5, each without reference to the other. Both amendments

are incorporated in the publication of this section under RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

Findings—Intent—2023 c 331: See note following RCW 59.18.030.

Finding—2005 c 465: "The legislature finds that residents of the state face preventable exposures to mold in their homes, apartments, and schools. Exposure to mold, and the toxins they produce, have been found to have adverse health effects, including loss of memory and impairment of the ability to think coherently and function in a job, and may cause fatigue, nausea, and headaches.

As steps can be taken by landlords and tenants to minimize exposure to indoor mold, and as the reduction of exposure to mold in buildings could reduce the rising number of mold-related claims submitted to insurance companies and increase the availability of coverage, the legislature supports providing tenants and landlords with information designed to minimize the public's exposure to mold." [2005 c 465 s 1.]

Certified on 7/12/2024 RCW 59.18.060 Page 4

RCW 59.18.070 Landlord—Failure to perform duties—Notice from tenant—Contents—Time limits for landlord's remedial action. If at any time during the tenancy the landlord fails to carry out the duties required by RCW 59.18.060 or by the rental agreement, the tenant may, in addition to pursuit of remedies otherwise provided him or her by law, deliver written notice to the person designated in *RCW 59.18.060(14), or to the person who collects the rent, which notice shall specify the premises involved, the name of the owner, if known, and the nature of the defective condition. The landlord shall commence remedial action after receipt of such notice by the tenant as soon as possible but not later than the following time periods, except where circumstances are beyond the landlord's control: (1) Not more than twenty-four hours, where the defective condition deprives the tenant of hot or cold water, heat, or electricity, or is imminently hazardous to life; (2) Not more than seventy-two hours, where the defective condition deprives the tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by the landlord; and (3) Not more than ten days in all other cases. In each instance the burden shall be on the landlord to see that remedial work under this section is completed promptly. If completion is delayed due to circumstances beyond the landlord's control, including the unavailability of financing, the landlord shall remedy the defective condition as soon as possible. [2010 c 8 s 19018; 1989 c 342 s 4; 1973 1st ex.s. c 207 s 7.] *Reviser's note: RCW 59.18.060 was amended by 2013 c 35 s 1, changing subsection (14) to subsection (15). Certified on 7/12/2024 RCW 59.18.070 Page 1