

# **Your Rights as a Tenant in Washington State: An Overview**



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## Part 1. Introduction

### A. Should I read this?

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- ❖ 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](http://nwjustice.org/apply-online) to find out if you qualify.

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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 - nwjustice.org/apply-online](http://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](http://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](#)

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❖ 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.

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**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% ( $\frac{1}{4}$ ) 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.

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

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## B. Tenant's Responsibilities - RCW 59.18.130

You must:

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



- Restore the place to the same condition as when you moved in, except for normal wear 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](#).

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❖ **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](#).

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### **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

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

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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](#)**

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

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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.

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- ❖ 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](#).

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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](#).

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## **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.

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❖ Always keep all notices and documents from the landlord.

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### 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](http://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.

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## 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.

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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.

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

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## 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.

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

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## **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.

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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:

<input type="checkbox"/> rodent/pest infestation	<input type="checkbox"/> electrical/wiring problems
<input type="checkbox"/> plumbing, sewage	<input type="checkbox"/> water heater/pipes
<input type="checkbox"/> structural problems(roof/walls/windows)	<input type="checkbox"/> 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

## 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:

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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)

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Date: \_\_\_\_\_

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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)

# 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](http://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

# **Tenants' rights: While you are renting**

## **Author**

Northwest Justice Project

## **Last Review Date**

May 1, 2025

Learn about Washington's laws covering landlords and tenants including: duties and prohibited activities, how to avoid problems, rent increase rules, rent due dates and late fees, when and how a landlord can enter your rental unit, additional and unauthorized occupants, and illegal discrimination and retaliation.

## **1. Landlord and tenant duties**

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Under Washington's Residential Landlord Tenant Act (RLTA) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18>), both landlords and tenants have duties that they must perform.

The RLTA covers most situations where a residential tenant regularly pays rent to a landlord for a place to live, whether they have a verbal or written rental agreement, and whether the time period is a fixed term (like 1 year) or is

month to month.

Some living arrangements are not covered by the RLTA. But for most residential landlords and tenants, the laws below apply.

## **Under RCW 59.18.060**

**(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>), the landlord must:**

- Maintain the unit so it does not violate state and local laws in ways that endanger your health and safety. RCW 59.18.060(1) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Keep shared or common areas reasonably clean and safe. RCW 59.18.060(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Fix damage to chimney, roof, floors, or other structural parts of the living space. RCW 59.18.060(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Provide fixtures and appliances necessary to supply heat, electricity and hot and cold water. RCW 59.18.060(11) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Maintain a reasonable program to control insect, rodent or other pest infestations, except when you caused the problem. RCW 59.18.060(4) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Make repairs when something breaks in the unit, except if it is caused by wear and tear caused by ordinary use. RCW 59.18.060(5) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Fix electrical, plumbing, heating systems if they break. RCW 59.18.060(8) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).

- Fix other appliances that come with the rental. RCW 59.18.060(8) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Make repairs needed so the house is reasonably weather-tight. RCW 59.18.060(9) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Give you a written notice about fire safety and protection information, including that the rental unit has a working smoke detector as required by RCW 43.44.110 (<https://app.leg.wa.gov/RCW/default.aspx?cite=43.44.110>). RCW 59.18.060(12) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Provide good locks for the unit and give you keys for them. RCW 59.18.060(6). (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>)
- Tell you the name and address of the landlord or their agent. RCW 59.18.060(14) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Give you written information about the health hazards associated with indoor mold. RCW 59.18.060(13) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- 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. RCW 59.18.060(9) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).

## **Under RCW 59.18.130**

**(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.130>),**

**tenants 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 the tenant causes
- 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.

## **Tenants are prohibited from:**

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

## **2. Avoid problems with your landlord**

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### **Understand the rules in your rental agreement**

Carefully review your lease (rental agreement) or your park rules. Your written agreement may have stricter rules or special steps you need to take to avoid problems with your landlord.

You have a right to get a copy of your signed lease. If you lose it, you may request one free replacement copy during your tenancy. You can read about

this at RCW 59.18.065

(<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.065>).

Your lease may require written permission from the landlord to let someone else live with you (additional occupants), sublet (rent to someone else), or modify (make changes to) the unit.

If you need your landlord to change a rule in your lease or make a change to the rental unit because of a disability, you may write your landlord to request a reasonable accommodation.

## **Pay rent on time**

Your lease should tell you when rent is due and when it is considered late. Landlords cannot charge late fees if you pay within **5 days** after it is due.

For example, your lease may say rent is due on the 1<sup>st</sup> of the month. If you pay on the 5<sup>th</sup> of the month, it is late under your lease, but your landlord cannot charge you late fees because you paid before the 6<sup>th</sup>. You can read about this at RCW 59.18.170(2)

(<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.170>).

Some cities and counties have more protections and may limit how much landlords may charge you in late fees.

If your main source of income is government assistance (for example SSI, Social Security Disability, TANF, or ABD), and that money doesn't arrive until after the 1<sup>st</sup> of the month, you can ask your landlord in writing to change the date rent is due for you so you can pay on time every month, and your landlord should allow it. Changing the rent due date like this is allowed under

RCW 59.18.170(3). (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170>)

## Keep proof of rent payments

If you pay rent or other payments in cash, immediately request a written receipt when you hand the cash to your landlord. Under RCW 59.18.063(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.063>), your landlord must give you a written receipt for cash payments.

Keep all proof of rent payments (for example, money order slip, carbon copy of personal check, autoreply payment confirmation email). You can request a written receipt for any payments you make and your landlord must give you a receipt if you ask for it. RCW 59.18.063(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.063>).

You can ask to review your tenant ledger (a written accounting of all money owed and payments made over time) and make copies of it. If there are mistakes, write to request corrections. Provide copies of your proof of rent payment to avoid problems with your landlord. Property management may change, and their records may not be updated.

## Do not withhold rent

Even if there are problems with your rental unit, you should not withhold rent. If you withhold rent, you may be at risk of an eviction even if there are problems with your rental. To exercise your right to repair remedies, you must pay your rent on time. Read our Guide: If you need repairs (<https://dev-wlh-drupal.pantheonsite.io/en/tenants-if-you-need-repairs>) to learn more.

## Report problems in writing

While you rent, things may break down and need repairs. Even if you have already verbally told or texted your landlord, property manager, or maintenance person about needing repairs or unsafe conditions, you should give your landlord a written notice that describes the problems and needed repairs. RCW 59.18.070

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.070>) provides protection for tenants requesting repairs when you deliver written notice to the landlord or their agent.

Once you give the landlord a written notice about needed repairs, the law then gives the landlord deadlines to start making repairs. Keep a copy of your written repair request and proof of delivery. Read our guide Tenants: If you need repairs (<https://dev-wlh-drupal.pantheonsite.io/en/tenants-if-you-need-repairs>) to learn more.

If you do not timely report problems and the situation gets worse, your landlord may find you responsible for damages. For example, shortly after you moved in, you found out the kitchen sink was leaking underneath, but never told the landlord about it. This went on for months and now it has leaked into a downstairs apartment and there is mold throughout the walls and ceiling, including water damage. You may be responsible for damages even though you did not cause the initial leak. By failing to report the problem, the situation got worse because it was not addressed over time. You may be held responsible for paying for the repairs.

To avoid problems in the future, you should write to the landlord to report problems with your rental when you discover it.

If damage occurs to the rental by a stranger (for example, a break-in), you should let the landlord know in writing. If you feel comfortable, report the

problem to law enforcement (police). You can provide a copy of the police report. You are not responsible for damage that you, your household members, or your guests did not do. Writing to the landlord protects you from misunderstanding who caused the damage.

If the damage occurred because of domestic violence, stalking, or sexual assault, you may be able to ask for additional protections. Washington State law has additional protections for survivors of domestic violence, sexual assault, stalking, or harassment.

## **Make and keep written records for evidence**

It can be hard to prove something you said on the phone or in person. As property management and staffing may change during your tenancy, it is helpful to get your agreements and understanding in writing to avoid future problems.

- Keep copies of all documents, such as the rental agreement, park rules, any notices or letters from the landlord, and anything you send the landlord.
- Make written or typed notes of important conversations with the landlord. Note dates, what you talked about, who was there, and what exactly you each said.
- Follow up on important conversations. Send the landlord a letter repeating what you each said and/or any agreements you made. Keep a copy of the letter for your records.
- Send your landlord any documents or notices by both regular and certified mail with a return receipt requested (<https://faq.usps.com/s/article/Return-Receipt-The-Basics>). Then you will

have proof of when you mailed it and when the landlord received it.

- Email your landlord and keep your discussion in the same email chain. You will have proof of your exchange in writing.
- If appropriate, record the conversation with your landlord. Your landlord must agree to recording because it is a crime to record a private conversation without consent.
- Keep text messages. Some phones automatically delete text messages after 30 days. Check your settings to keep your text messages longer. Or consider screenshotting the texts to upload to a digital cloud (for example, Google drive or Apple iCloud) as a backup.

## Keep documents in safe place

Keep all your documents in a safe place. Consider keeping a digital copy or photo of everything in case you lose your paper copy. You may scan the documents at your local library, take pictures on your phone using a free scanning app, email pictures of the documents to yourself, or keep a copy with someone you trust.

## 3. Rent increases

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**I recently got a 60-Day Notice of a rent increase. Is this legal?**

**Can my landlord raise my rent?**

If you live anywhere in Washington in non-subsidized housing, any notice of the rent going up needs to be delivered to the tenant at least 60 days in advance. You can read this law at RCW 59.18.140(3)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.140>).

Example: Your landlord wants to raise the rent starting October 1. The landlord must send you the notice by August 1. Some cities and counties have more protections and may increase the amount of notice your landlord gives before raising your rent. For example, If you live in Seattle, the landlord needs to give you at least **180 days'** written notice. If you live in Bellingham or Tacoma, the landlord must give you at least **120 days'** written notice.

## **Can my landlord send me the rent increase notice by text or email?**

Maybe. The law only requires written notice. It does not specify if that means on a piece of paper or electronically.

If your rental agreement specifies, you should follow that. If it does not, you should talk with a lawyer about whether an email or text increase of rent is legal.

## **I got a rent increase notice. I got it with only 30 days advance written notice. Do I still have to pay the new amount?**

Maybe, if you live in subsidized housing. State law at RCW 59.18.140 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.140>) states that the landlord must give you **60 days'** notice. But the only exception to state law is if your rent is set based on how much money you make and changes when your income changes. This is common in subsidized housing units like Project based Section 8 and Public Housing.

If you get a rent increase notice that gives you less time than you are entitled to, talk to a lawyer right away.

## **I am in the middle of a lease or written agreement with my landlord. I just got a notice of rent increase. Do I need to pay the new amount?**

If your agreement or written lease was for a certain amount of rent per month, your landlord cannot raise your rent during the middle of the agreement. Your landlord must wait until your agreement is almost over.

**Example:** Your written agreement ends in December. Your landlord must notify you by October 1 to raise your rent starting in December.

## **My landlord is raising my rent more than \$200 per month. Is this legal?**

There is no rent control in Washington State. A landlord can raise the rent as much as they want in most situations.

Some cities and counties may require more notice time depending on the rent increase percentage (for example, more than 3%, 5%, 10%).

Some cities and counties, such as Burien, King County, SeaTac, and Seattle, have more protections that may prevent landlords from raising rent when repairs are needed. For example, in Tacoma, the ban on increased rent only applies if conditions “endanger or impair health and safety.” TMC 1.95.060(E) ([https://cityoftacoma.org/UserFiles/Servers/Server\\_6/File/cms/CMO/TMC1.95-RentalHousingCode-v20211001.pdf](https://cityoftacoma.org/UserFiles/Servers/Server_6/File/cms/CMO/TMC1.95-RentalHousingCode-v20211001.pdf)).

In any situation, you can try to negotiate with the landlord not to raise the rent for a certain period of time. **If you and the landlord agree to this, get it in writing.**

## **I cannot afford the rent increase my landlord sent me. What can I do?**

Verify if the rent increase is legal. If you are not sure, consider talking to a lawyer.

If you get rental assistance to pay for rent or your rent may change based on your income, find out if your landlord followed the proper steps to raise your rent. There may be more rules to follow if you receive federally subsidized housing assistance, such as Section 8 Housing Choice Voucher or 515 Rural Development housing. If you are unsure, try talking to a lawyer.

If you can pay the higher rent, but only if rent is due later in the month, you can ask the landlord to change the date your rent is due if your income from a government program comes later in the month.

If you believe **the landlord is raising your rent to try to get you to move out because your income comes from government assistance**, you may have grounds to sue the landlord and ask for 4 and one-half times the monthly rent of the place, and court costs and attorneys' fees. "Government assistance" here means SSI, TANF, and so on. You can read the state law about this at RCW 59.18.255

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.255>). Landlords cannot discriminate against tenants based on their source of income.

**If you believe your landlord is raising your rent for other discriminatory reasons, you might also have other options.** Ask a lawyer if the Washington Law against Discrimination ([RCW 49.60](#))

(<https://apps.leg.wa.gov/rcw/default.aspx?cite=49.60>), the [Fair Housing Act \(42 U.S.C. 3601\)](#) (<https://www.justice.gov/crt/fair-housing-act-1>), or the good faith requirement in the state Landlord Tenant Act ([RCW 59.18.020](#))

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.020>) can help you at all.

Unfortunately, if the rent increase appears legal, you may need to search for new housing within your financial means. If you receive rental assistance, talk to your housing advocate or social worker to see what steps you may need to take to move somewhere else.

## **I complained about my landlord not repairing my rental. Then I got a rent increase. Is this retaliation?**

It could be. If your landlord takes an adverse action against you **within 90 days** of legal action you took against the landlord, it may count as retaliation and be illegal. You can read about this at [RCW 59.18.250](#)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.250>).

For example, you filed a complaint to Building Code Enforcement for structural issues the landlord refused to fix. The city sent a notice telling your landlord to repair the problem. Your landlord did not fix the issue by the city's deadline, and the city fined your landlord. The next day, your landlord then raised your rent in retaliation. This is illegal. You can report this to Code Enforcement. You should also [talk to an attorney](#).

## 4. Changing your rent due date

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If your primary source of income comes from governmental assistance (for example, Social Security Disability, SSI, TANF, ABD) that arrives after the rent due date in your rental agreement, you can ask your landlord to change the date your rent is due to a later date. Under [RCW 59.18.170\(3\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170>), your landlord should agree to the later rent date so you can pay on time each month without additional late fees.

[RCW 59.18.170\(3\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170>) says you can ask for a rent due date up to **5 days** after the due date in the rental agreement.

**Example:** You earn about \$1000 from Social Security Disability, but the payments don't arrive until the 5<sup>th</sup> of the month. You also earn about \$100 - \$200 each month selling crafts. Your primary income is from government assistance because it is more than 50% of your total income. You can ask for your rent due date to be moved to the 5<sup>th</sup> of the month. Your rental agreement says a late fee can be charged if rent is not received 5 days after the due date. Your landlord may charge you a late fee if you pay rent on the 11<sup>th</sup> of the month (more than 5 days after your new rent due date).

If less than half of your income comes from a source other than government assistance, your landlord may not have to agree to change the rent due date, but you can ask.

Your request to change the due date **must be in writing**. Keep copies of your letter and the landlord's response.

You can use language like this in your letter:

I am writing to request a change in the due date of my rent. My primary source of income is the government assistance program

\_\_\_\_\_.

I do not receive this assistance until the \_\_\_\_ day of each month.

My rent is currently due on the \_\_\_\_ day of the month. I am requesting the new due date for my rent to be the \_\_\_\_ day of each month.

Under RCW 59.18.070(3), a landlord shall agree to change the rent due date if a tenant requests in writing, their primary source of income is government assistance that is received after the date rent is due in the rental agreement, and the proposed due date is not more than 5 days after the date rent is due in the rental agreement.

## **If you need more than 5 days because of a disability**

Not all government assistance is received at the beginning of the month. For example, many Social Security Disability and SSI recipients do not receive their monthly payments until the second or the third Wednesday of each month.

If you have a disability, and you need more than a change of 5 days for when your rent is due, you can ask for a reasonable accommodation (<https://dev-wlh-drupal.pantheonsite.io/en/ask-your-landlord-disability-accommodation>) for a later date based in the needs of your disability. You can use our sample letter.

## 5. Landlord entering your rental unit

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RCW 59.18.150 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.150>) states when a landlord can legally enter your rental unit and what kind of written notice the landlord must give you.

The law states that your landlord can enter your rental unit without your permission in an emergency, such as if a major plumbing leak might flood the whole building.

If it's not an emergency, the landlord should give you a proper written notice. The notice can be handed to you or posted on your door.

### How much notice should I get?

Usually, the landlord must give you written notice at least **2 days** in advance. But if the landlord wants to enter to show the rental unit to someone who wants to rent or buy the place in the future, the landlord must give you at

least **1 day** in advance.

## **What else should the notice say?**

It must give dates and times the landlord wants to enter. It must also give a phone number where you can call the landlord if you need to negotiate for a different day or time.

## **The landlord gave me written notice about entering the unit.**

### **Can I refuse to let the landlord in?**

It depends on your reason for doing so. The state law says that you cannot “unreasonably withhold consent.” You cannot make it impossible for the landlord to enter.

## **My landlord didn't give me proper notice. What can I do?**

You should write the landlord a letter stating the specific times when the landlord entered without proper notice. You can use our [sample letter](#).

If your landlord improperly enters your rental unit after getting your written notice, that may violate the state law. You can sue your landlord later (usually in [Small Claims Court](#)) and ask for \$100.00 for each violation. You can read about this at [RCW 59.18.150\(8\)](#)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.150>).

## **6. Letting people move in**

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Your rental agreement probably requires you to follow additional rules and get permission from the landlord before another person moves in. If you do not get permission and let someone move in, your landlord may think you have broken your lease and give you an eviction notice.

If you have a voucher or live in subsidized housing, you could also lose your rental subsidy if you don't follow the proper procedure for letting someone move in with you.

There are many reasons you may want someone to stay with you or move in. Some examples:

- Your significant other has their own place but often stays overnight with you, sometimes 3 nights a week. They also help take care of your kids. You want to make this permanent and let your significant other move in with you.
- A friend lost their housing. You let them couch-surf in your rental until they find a new place. It has been a few weeks. They're having trouble finding a new place.
- You're having a hard time paying rent. You want to get a roommate to help split the costs.
- You have a disability. You ask your adult child to move in with you to help you around the rental home.

## **7. What should I do before I let someone move in?**

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Carefully review your lease. You probably need the landlord's written permission before the person moves in. If the landlord does not approve your request before the person moves in, you may be breaking the rules in your lease. The person is an unauthorized occupant, and you could face eviction for a material lease violation. Your landlord may give you a 10 Day Notice to Comply or Vacate which is the first step in the eviction process.

Ask the landlord in writing to add a tenant to or approve another occupant on your lease. The person may have to do a background check or credit check before the landlord will approve them. If the person pays for the background check, they have additional rights during tenant-screening.

**Warning!** If you must report your income and household changes to your landlord (usually because you have a housing subsidy), you must also report these changes before you have someone move in with you, especially if your calculated portion of rent will be affected by adding someone to your lease. This may change how much monthly rent you pay.

## What is the difference between a tenant and an occupant?

**Tenant:** Generally, a tenant must be at least 18 years old. Anyone you add to your lease as a co-tenant is jointly responsible for paying rent. This also means you are responsible for paying the total amount of rent even if the other person does not pay. The person you add to your lease as a co-tenant has equal rights to stay. You can only remove them from the lease if they agree to it or in certain situations involving domestic violence or sexual assault.

**Occupant:** Anyone added to your lease as an authorized occupant has been approved by the landlord to live there with you. This may include any children or dependents. The authorized occupant is not responsible for paying rent. If you end your lease, the occupant usually can only stay if they've lived there for more than 6 months. If they want to take over the lease after you move out, the landlord must give them a 30-day notice to apply to take over the lease.

## **What if I want to add someone under age 18 to the lease?**

You still need the landlord's written permission to add the child to the lease as an authorized occupant. For example, if you recently had a baby, you should let the landlord know once the baby is born.

## **What if I have a Section 8 voucher or live in HUD housing?**

You must get the landlord's approval and the Housing Authority's permission to add someone to your voucher or tenancy. This can be complicated. Talk with your Housing Authority advocate to understand everything you must do before this person moves in. If you make a mistake or miss a step, you risk losing your voucher or HUD housing.

You must also report the change in your household income. Your portion of rent is based on everyone living with you. The new person's financial resources must be reviewed to decide how much monthly rent your household will pay going forward. You must report the new person's income, even if it is \$0.

If you do not timely report this new person's income, you may owe extra money called an "overpayment." You may lose your voucher or HUD housing. Or you may have to pay extra rent for the months you failed to report, which

may also put you at risk of an eviction.

If you get a notice to terminate your voucher payments or HUD housing, ask the Housing Authority in writing within **10 days** of the date on the notice for an informal grievance hearing. And talk to a lawyer right away.

## **Can I get into trouble if this person only stays overnight sometimes?**

Tenants may generally have guests stay overnight once in a while. But carefully review your lease. See how many overnight stays you can have in one month or one calendar year. If you plan for your guest to stay longer, you may need your landlord's written approval beforehand. If your lease is unclear, clarify the policy in writing with your landlord before your guest comes to stay.

Generally, if the person stays for **14 days** or more in one month, they are considered an unauthorized occupant. This is a material lease violation. You could be evicted for it.

**Warning!** Subsidized and HUD housing have even stricter rules for guest overnight stays. Generally, you may only have guests stay overnight **14 days total** in a calendar year, not 14 days in a row or each month. If you want guests to stay overnight for longer, get the residential manager's or Housing Authority's written approval before your guests stay that long.

However, a guest who visits frequently but doesn't stay overnight is not an unauthorized occupant. (For example, your significant other comes over for dinner every day but goes home to their apartment to sleep at night.) If your landlord voices concern about this guest, you may have to give them proof that they live somewhere else. If you get a [10 Day Notice to Comply](#), try to get legal help (<https://wlh.netlify.app/get-legal-help>).

## **What if I have a disability and need my family member to move in to help me?**

You must make a [written request for reasonable accommodation](#) to be approved before your family member moves in. You must add them to your lease as an authorized occupant. Then they can live in the home and take care of you.

Under the federal [Fair Housing Act](#) (<https://www.justice.gov/crt/fair-housing-act-1>) and the [Washington State Law Against Discrimination](#) (<https://app.leg.wa.gov/rcw/default.aspx?cite=49.60>), disabled tenants may ask **in writing** for reasonable accommodations that let them enjoy their tenancy the same as tenants who do not have disabilities. A change to a landlord's rule or practice can be a reasonable accommodation.

If you have a Section 8 voucher or live in other subsidized housing, make a written request for a reasonable accommodation to the Housing Authority. If the Housing Authority approves your family member as a caregiver, they may be able to live with you without affecting your portion of monthly rent. Ask your Housing Authority advocate for more information about rules for caregivers. If your family member moves in before you get written approval, it may put your voucher or subsidized housing at risk.

## **What if I rent a trailer or mobile home in a mobile home park?**

You need written permission from both the trailer or mobile home's owner and the mobile home park before someone moves in with you. The person needs permission to live in both the mobile home and on the land.

If you do not get approval for both, you are breaking a material rule in your lease the landlord for the mobile home or the lease with the mobile home park. The person may be a trespasser in the park without park permission to be there. They could be arrested and you could face eviction.

The mobile home park may require your new occupant to do background checks. The mobile home park may charge a fee for the background check and application with the park.

If you were never approved as a tenant with the mobile home park, you might be an unauthorized occupant in the mobile home park and could be evicted. This issue is complicated. Try to get legal help (<https://wlh.netlify.app/get-legal-help>).

## **Can I rent my place out as a temporary stay with AirBnB, Vrbo or other short-term rental?**

Carefully review the terms of your lease. It may not let you rent to others (sublease) any part of your rental without the landlord's written pre-approval.

If you rent out your place without the landlord's approval **before** you list it as a short-term rental, you may be breaking the rules in your lease. You could face eviction for a material lease violation.

## 8. Discrimination

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### What does the law say?

**Illegal discrimination** is defined as treating you differently from other tenants or would-be tenants because of any of these:

- Your race, color, or national origin
- Your religion
- Your sex
- Your sexual orientation or gender identity
- Your veteran or military status
- Your disability or the landlord's belief that you have a disability (even if you don't)
- Your marital status
- Your family status (because you have kids or are expecting a child)

### What are some examples of illegal housing discrimination?

Here are a few possible examples:

- A landlord refuses to rent to you, or gives you higher move in costs, than another person. You have kids. The other person has no kids.

- A property manager promptly responds to repair requests made by “favorite tenants.” They are white. The property manager ignores your requests. You are black.
- You have a disability. The landlord refuses to give you a more accessible unit or parking space, even though it would not be an undue burden for the landlord to do this for you.
- You apply for a rental in person or by making a phone call to ask about it. The landlord falsely tells you a rental unit is unavailable after finding out you are in a same sex relationship.
- Your landlord finds out your source of income is Veterans Disability and declines your applications because of it.

## **Is all differential treatment illegal discrimination?**

No. Landlords often treat tenants differently.

For example, a landlord may tell you that you must have a co-signer on the lease. The landlord did not tell other applicants this.

This kind of treatment may not be illegal if it is based on something like your credit score. It is illegal if it is based on your race or family status.

## **What can I do if I think my landlord is discriminating against me?**

### **WA HRC Complaint**

You can file a complaint with the Washington State Human Rights Commission ([https://wahum.my.site.com/FileaComplaintOnline/s/?language=en\\_US](https://wahum.my.site.com/FileaComplaintOnline/s/?language=en_US)) (WSHRC).

The WSHRC has much more information about fair housing and housing discrimination based on creed, disability, familial status, veteran or military status, marital status, national origin, race, color, sex, sexual orientation, gender identity, and disability (<https://www.hum.wa.gov/fair-housing>).

A discrimination charge in housing must be filed with the WSHRC **within one year** from the date of the alleged violation.

## **US HUD Complaint**

You can also report housing discrimination (<https://www.hud.gov/fairhousing/fileacomplaint>) to the US Department of Housing and Urban Development (HUD).

Some cities have additional protections, including the Seattle Office for Civil Rights (<https://www.seattle.gov/civil-rights>) (OCR).

## **Can my landlord take revenge against me if I file a housing discrimination complaint?**

Generally, no. This is probably illegal retaliation under RCW 59.18.240 (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.240>) and 59.18.250 (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.250>)

## **I have a disability. Can I ask for a reasonable accommodation?**

Yes. You can ask the landlord for something like a change in the rules or a reasonable modification of your rental unit through a reasonable accommodation request.

## Where can I read the law?

You can read Washington's Law Against Discrimination (WA LAD) at RCW 49.60 (<https://apps.leg.wa.gov/rcw/default.aspx?cite=49.60>), and including the section on Freedom of discrimination – Declaration of civil rights (RCW 49.60.030) (<https://app.leg.wa.gov/RCW/default.aspx?cite=49.60.030>).

## 9. Retaliation

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Under RCW 59.18.240

(<http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18.240>) & RCW 59.18.085(3)(d) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.085>), 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:

- Raises the rent
- Reduces your services
- Increases your obligations
- Evicts 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 (<https://wlh.netlify.app/get-legal-help>).

### 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 gives you a rent increase notice.
- You properly notify the landlord that your sink and refrigerator need repairs. 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.

## 10. Form Letters

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Form attached:

**Letter to landlord: Notice required before entering unit** (NJP Housing 629)

Form attached:

**Letter to landlord: Request to change date rent due (reasonable accommodation)** (NJP Housing 628)

WashingtonLawHelp.org gives general information. It is not legal advice.

Find organizations that provide free legal help on our Get legal help page.

<https://assets.washingtonlawhelp.org/en/tenants-rights-while-you-are-renting>

Date: \_\_\_\_\_

To:

*Landlord/Manager Name*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Street address*  
\_\_\_\_\_  
\_\_\_\_\_

*City, state and zip*  
\_\_\_\_\_

My name is \_\_\_\_\_ I am your tenant, living at (address):

\_\_\_\_\_

The Washington State Residential Landlord-Tenant Act (RCW 58.18.150) requires that landlords give tenants 48 hours' notice before entering the property, or 24 hours' notice if they are showing the property to a prospective new tenant or buyer (except in an emergency).

The written notice must specify dates and times for entry, or specify a time period, listing the earliest and latest possible times for entry on designated dates. The notice must contain a phone number for me to reach you to object or reschedule the entry.

The law also states that landlords may not abuse their right of access or use it to harass tenants, and that they may only enter at reasonable times.

I was **not** given proper notice of landlord entry on these day(s) and time(s):

Date and Time: \_\_\_\_\_

Date and Time: \_\_\_\_\_

Date and Time: \_\_\_\_\_

The law states that if you continue to violate my privacy rights after receiving this letter, you shall be liable for up to \$100 for each violation. RCW 59.18.150(8). I have the right to pursue legal remedy in Small Claims Court.

Please do not enter my unit in the future without providing proper notice.



\_\_\_\_\_  
*Sign here*

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Phone number / Email - optional*

Date: \_\_\_\_\_

To:

*Landlord/Manager Name*

*Street address*

*City, state and zip*

Re: Request to change date rent is due

My name is \_\_\_\_\_. I am your tenant, living at (address):

I am writing to request a reasonable accommodation pursuant to the Fair Housing Amendments Act (FHAA) and the Washington Law Against Discrimination (WLAD) to allow me to change the date of when my rent is due. The FHAA and the WLAD require housing providers "to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person(s) equal opportunity to use and enjoy a dwelling."

My primary source of income is Social Security benefits. I do not receive these payments until the \_\_\_\_\_ day of each month. Due to my disability, I survive on a fixed income. I am unable to be gainfully employed in order to earn additional income. Because of the timing of my Social Security payments, I cannot pay rent before it is due, and I have to pay a late fee every month.

I am requesting a change in the date my rent is due based on the timing of my monthly payment, so I can pay rent without having to pay a late fee. Without this change, I will not have an equal opportunity to use and enjoy the property.

I am requesting the new due date for rent to be the \_\_\_\_\_ day of each month. If this date does not work for you, please contact me so we can discuss the situation. I really hope we can work together on this. I look forward to hearing back from you.

Sincerely,



*Sign here*

*Print name*

*Phone number / Email - optional*

# **Tenants: If you need repairs**

**Author**

Northwest Justice Project

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Learn about how to ask your landlord to make repairs or fix an unhealthy or unsafe condition in your rental unit, and what to do if the landlord doesn't make the needed repairs.

## **1. Duty to maintain and repair**

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Washington's Residential Landlord-Tenant Act (RLTA)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>) requires landlords to maintain and repair most parts of a rental unit while you are living there. The RLTA also provides ways that tenants can demand repairs and gives some remedies if landlords refuse to make needed repairs.

Read this to learn what landlords are supposed to maintain and repair, how quickly your landlord must start making repairs, and what you can do if they refuse.

You can use the sample letter to ask your landlord for repairs. The best way to ask for repairs is to **put it in writing** and deliver it to the landlord so you can

prove when the landlord received it.

You should not withhold rent to try to make your landlord make repairs, or they may start the eviction process against you for not paying rent. The RLTA does provide a way for tenants to pay for repairs and deduct the cost against some of their rent. However, the process can be very complicated. Try to talk to a lawyer first before deducting any rent money for repairs.

## **What are landlords supposed to maintain and repair?**

The RLTA lists several landlords' repair duties at RCW 59.18.060 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).

Under RCW 59.18.060

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>), landlords must:

- Keep the rental unit fit for human habitation while you are living there
- Comply with city, county, and state building and health codes
- Provide heat, water, and hot water
- Give you adequate locks and keys
- Keep the place reasonably weathertight
- Maintain electrical, plumbing, heating systems, and appliances in good working order
- Maintain the roofs, floors, walls, chimneys, foundations, and other structures in reasonably good condition
- Keep any shared, common areas reasonably clean, sanitary, and safe
- Provide a reasonable program to control pest infestations (including rats and insects) except when the tenant has caused the infestation or except in single-family residences

- Maintain the rental unit in as good condition as it was when you moved in, except for wear resulting from ordinary use of the premises (sometimes called normal wear and tear)
- Provide for trash containers and arrange for regular waste removal (except in a single-family residence rental)
- Provide information about fire safety precautions, including about smoke detectors and whether you have to maintain them or not by making sure the batteries work

Landlord must also provide carbon monoxide alarms as required under RCW 19.27.530 (<https://app.leg.wa.gov/rcw/default.aspx?cite=19.27.530>) and smoke alarms and heat detectors as required by WAC 51-51-0314 (<https://app.leg.wa.gov/wac/default.aspx?cite=51-51-0314>).

In addition to the required repair duties above, **landlords cannot legally:**

- Rent a place that has been condemned or declared uninhabitable by a code enforcement agency
- Intentionally shut off utilities (including water, heat, electricity, or gas) except temporarily to make needed repairs
- Retaliate against you if you ask for repairs or make a good faith complaint about health and safety to a code enforcement agency

If the place you're living in is condemned or declared uninhabitable by a code enforcement agency, the landlord may be liable to you for money damages (like a refund of your deposit) and also relocation assistance.

Landlords are not liable for defective conditions that are caused by you, the people you live with, or your invited guests.

Landlords are also not liable for defective conditions if you unreasonably refuse to allow the landlord to enter to make repairs.

## 2. Ask for repairs in writing

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### **How do I ask for repairs or fixes to an unsafe or unhealthy condition?**

You should ask for repairs in writing!

Even if you have already verbally told or texted your landlord, property manager, or maintenance person about needing repairs or unsafe conditions, you should give your landlord a written notice that describes the problems and needed repairs.

RCW 59.18.070 (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.070>) provides protection for tenants requesting repairs when you deliver written notice to the landlord or their agent.

Once you give the landlord a written notice about needed repairs, the law then gives the landlord deadlines to start making repairs. Keep a copy of your written repair request and proof of delivery. If you send your notice by certified mail with a return receipt requested (<https://faq.usps.com/s/article/Return-Receipt-The-Basics>), you should get a receipt showing when the landlord received it.

You can use our sample letter to make your repair request.

## What should the written repair request notice say?

Your repair request should include your **name** and **address**, the name of the landlord or property manager, and the **date** you give the notice to your landlord.

The letter should also give a **detailed description of the needed repairs** or conditions that are unsafe or unhealthy.

If there are more than one things that need to be fixed, you can list the rooms in your rental unit or common areas where the repairs are needed.

When your repair request is ready to give to the landlord, make a copy of the notice and keep it with your important papers about your rental unit (including your lease and rent receipts).

## How should I deliver the repair request to my landlord?

You should try to give the repair request to your landlord so that **you can prove when the landlord received it**. Proving when the landlord received the notice may become very important if the landlord refuses to make repairs and you need to seek further actions under the RLTA or sue your landlord for money damages later.

You can send a copy of your repair request through US mail and ask the post office for a "return receipt" (<https://faq.usps.com/s/article/Return-Receipt-The-Basics>) so you will receive a receipt showing when the landlord received the letter.

In addition to mailing the letter and getting a return receipt, you can personally deliver the letter to your landlord or property manager's office.

When you deliver the letter in person, you can:

- Ask the person who takes your letter to give you a **receipt**. For example, you can ask them to date, sign, and mark “received” on a copy of your letter.
- Ask a **witness** to come with you when you deliver the letter. A witness can be helpful if you need to prove to a court later when you delivered the letter. Ask your witness to sign and date a statement for your records documenting that they saw you deliver the letter.

Make copies of any notices you give your landlord and keep them with your important papers about your rental unit (including your lease and rent receipts).

Scan or take pictures on your phone of the letter. Upload the file(s) to cloud storage for safekeeping. Consider sending a copy to someone you trust in case you lose your copy.

Form attached:

**Letter to landlord requesting repairs** (NJP Housing 610)

## 3. When the landlord must start repairs

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### What must the landlord do after getting a repair request notice?

Under the RLTA at RCW 59.18.070

(<https://apps.leg.wa.gov/rcw/default.aspx?cite=59.18.070>), the landlord must

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

- **24 hours** to start restoring heat, hot or cold water, electricity, or fix a condition that is imminently hazardous to life
- **72 hours** to start fixing a major appliance like a refrigerator, stove, oven, or a major plumbing fixture like a toilet, shower, tub, or kitchen sink
- **10 days** to start making repairs in all other cases.

Even if there are circumstances beyond the landlord's control, the landlord should try to make the repairs as soon as possible.

If the landlord starts repairs but does not complete the job, you may write to the landlord to restart this timeline. Landlords must complete repairs promptly.

Some conditions are especially hard to completely fix within a short period of time, including mold and pests such as bedbugs, fleas, or cockroaches.

## 4. If the landlord doesn't make repairs

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

If the landlord does not make repairs after you deliver your written notice and after the 24-hour, 72-hour, or 10-day deadline passes, you have some options.

You can:

- **Move out** after giving another written notice that says you intend to move out because of the landlord's failure to make required repairs. Even if you are in the middle of a lease term, you should not have to pay rent after you move out and you may be able to get your deposit back. You can read this law at [RCW 59.18.090](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.090>). Try to talk to a lawyer before moving out in this way.
- Sue your landlord for money damages or try mediation to settle the dispute with your landlord
- **Contact your local code enforcement agency.** A government official may come out and inspect the rental unit. In some cities or counties, the official may issue fines to force the landlord to follow the code and make repairs. If the code violations or conditions are very bad, the official may condemn the rental unit and you may have to move immediately. Although the landlord may be liable for relocation assistance, you may not get the relocation assistance right away and will have to sue your landlord to get it.
- Try one of the **2 remedies under the RLTA** described below, but **only if you are up to date in your rent and utilities payments** and the landlord has not started making repairs within the required time limits.

## Can I withhold rent if the landlord doesn't make repairs?

**No.** The RLTA says you cannot just withhold rent without following the complicated process described below and if you do:

- You lose your right to use the RLTA remedies described below
- The landlord may give you a 14-Day Notice to Pay or Vacate which is the first step in the eviction process.

## What are the other repair remedies under the RLTA?

There are 2 main repair remedies under the RLTA. Both remedies have very specific requirements. **Try to get legal help about how to protect your tenancy before trying one of these remedies.** The first remedy is called “**repair and deduct.**” The second remedy is called “**rent escrow.**”

## 5. Repair and deduct

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The RLTA “repair and deduct” remedy has very specific requirements. **Try to talk to a lawyer about how to protect your tenancy before** trying to use this remedy. If your landlord thinks you have deducted rent improperly, you may get an eviction notice.

### What is the “repair and deduct” remedy under the RLTA?

The “**repair and deduct**” remedy is described in the RLTA under [RCW 59.18.100](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.100>) and is the only legal way to “deduct” money from your rent if the landlord fails to make needed repairs.

The “repair and deduct” remedy is only available if:

1. you do not owe any rent or utilities
2. you have also given a proper written repair request notice to the landlord

3. the 24-hour, 72-hour, or 10-day deadline passed and the landlord has not started making repairs.

If those 3 things above are true, you can then give your landlord another written notice that says you plan to arrange for the repairs to be done by a licensed professional and the notice must include a **good faith estimate** about how much the repairs will cost. You will probably have to contact a licensed repair person to get a good faith estimate.

## **Does “repair and deduct” have any limits on how much rent can be deducted for repairs?**

Yes. There are limits under the law about how much you can “deduct” from rent for repairs after following all the requirements:

- You may only deduct up to 2 months future rent if you hire a contractor to make repairs
- You may only deduct up to 1 month future rent if you do the repairs yourself.

Also, you cannot deduct more than 2 months’ rent in any 12-month period (even if you need multiple repairs done).

## **What notices do I have to give my landlord for the “repair and deduct” remedy when hiring a contractor?**

Once you have an estimate of how much the repairs may cost, you should give the notice to your landlord or property manager so that **you can prove when the landlord received it.**

If the landlord is supposed to start the repairs within 10 days, you still have to wait 2 more days after you deliver your notice with the good faith estimate before you contract with the repair person. The landlord still has those 2 days to start making repairs themselves. This 2-day waiting period does not apply to repairs that must be started within 24 or 72 hours.

After those 2 days have passed (if required), then you may contract with a repair person to make the needed repairs. You will probably have to pay the repair person immediately (before deducting any money from rent). Also, many contractors will not make repairs without consent of the landlord.

After the repairs are made, you have to give your landlord another written notice stating that the repairs have been done, and then give your landlord a reasonable opportunity to inspect the work that the repair person did.

Only after the landlord has inspected the work or has been given a reasonable time to inspect the work, then you may deduct the cost of the repairs from the next month's rent.

## **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 your rental unit** (not in a common area)

If you make the repairs yourself, you may deduct up to one month's rent from the next month's rent payment.

**Example:** Your rent is \$1500 a month. In March, you made 4 separate repairs. Each cost \$200. You could deduct \$800 from April's rent. You would pay \$700 for April.

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

The law says you have to complete the repairs in a "workmanlike manner" (in a reasonably good and acceptable quality).

After the repairs are made, you have to give your landlord another written notice stating that the repairs have been done, and giving the landlord a reasonable opportunity to inspect the work that the repair person did.

Only after the landlord has inspected the work or has been given a reasonable time to inspect the work, then you may deduct the cost of the repairs from the next month's rent.

## 6. Rent escrow remedy

The RLTA "rent escrow" remedy has very specific requirements. **Try to talk to a lawyer about how to protect your tenancy before** trying to use this remedy. If your landlord thinks you have deducted rent improperly, you may get an eviction notice.

## What is the “rent escrow” remedy under the RLTA?

The “**rent escrow**” remedy is described in the RLTA under [RCW 59.18.115](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.115>) and is a legal way to deposit rent money into an escrow account instead of paying the landlord.

An escrow account is maintained by someone legally authorized to hold the rent money until your landlord makes repairs.

The “rent escrow” remedy is usually reserved for cases where:

- the repairs would cost more than 2 month’s rent (the maximum allowed under “repair and deduct”)
- the repairs are needed to correct dangerous conditions
- the rental unit’s conditions substantially endanger your health or safety

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

The rent escrow remedy is technical and complicated.

- You must be paid up and not owe any rent or utilities payments
- The landlord must have failed to start repairs within the required time.
- You must determine in good faith that the “repair and deduct” remedy won’t work

If you meet these conditions, you may then ask a local government code enforcement agency for an inspection of your rental unit. Ask the local government inspector to do a “**rent escrow inspection**” and certify the results, using a [Rent Escrow Inspection Request](#). How your local government will respond to a request for rent escrow inspections depends on which city or county you live in. In some parts of the state, you cannot get the certification

from the local government. **Without a certified inspection, 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.

The inspector may then 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:

- Structural problems or exposure to weather (roof leaking, broken windows or doors).
- Inadequate plumbing and sanitation exposing you to risk of illness or injury.
- Lack of water, including hot water
- Heating or ventilation systems that don't work
- Substantial problems with wiring and electrical service
- Defective or inadequate exits
- Conditions that increase the risk of fire

After the inspector has certified that the conditions you reported exist, you may be eligible for escrow remedy. You can set up an escrow account with Code Enforcement's certification. You can then 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 the Notice to Landlord of Rent Escrow **and** the inspector's written certification. The notice of rent escrow must include the sworn statement described in RCW 59.18.115(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.115>).
- 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.

## **If the landlord refuses to make repairs, and I don't deduct money for rent, can I ever get some money back?**

If you have given a repair request notice to the landlord, waited the 24-hour, 72-hour, or 10-day period, and the landlord still has not make needed repairs, you may be able to sue the landlord for damages in small claims court even after you move out.

You may be able to sue for "diminished rent value" of the rental place while you continue to pay full rent. Diminished rent value is the amount the place is worth with the problems or conditions left unrepairs. For example, if your lease says there are 2 bathrooms and the rent is \$1800, but for 3 months only 1 of the bathrooms has been in working condition, your landlord may owe you prorated rent because you only received the value of a 1 bathroom apartment.

You may have to show evidence to the judge about how much the rental unit's value was diminished by the defective conditions. The kinds of evidence that may be needed to persuade the judge include:

- Code enforcement inspector's reports and testimony
- Witnesses who may testify about rental values in the area
- Photos and videos

Try to talk to a lawyer if you think your landlord owes you money.

Form attached:

**Letter to building inspector - rent escrow inspection request** (NJP Housing 611)

Form attached:

**Notice to Landlord of Rent Escrow** (NJP Housing 612)

WashingtonLawHelp.org gives general information. It is not legal advice.

Find organizations that provide free legal help on our Get legal help page.

[https://assets.washingtonlawhelp.org/en/tenants-if-you-need-](https://assets.washingtonlawhelp.org/en/tenants-if-you-need-repairs)

repairs

Date: \_\_\_\_\_

To:

Landlord's name \_\_\_\_\_

Street address \_\_\_\_\_  
\_\_\_\_\_

City, state and zip \_\_\_\_\_

Re: Notice of repairs needed

The rental unit at (address):  
\_\_\_\_\_

needs repairs for the following defects:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Washington's Residential Landlord-Tenant Act at **RCW 59.18.070** requires you to begin to make repairs requested by me within one of these specific time periods:

- **24 hours** to repair the loss of hot or cold water, heat, electricity, or a condition imminently hazardous to life.
- **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.
- **10 days** in all other cases.

**RCW 59.18.070** requires landlords to complete repair work promptly. If the repairs are not completed within the applicable period of time, I intend to use remedies provided in the Act.

Sincerely,



\_\_\_\_\_  
*Sign here*

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Phone number / Email - optional*

Date: \_\_\_\_\_

To:

*Building Inspector's name*

*City Building Dept. street address*

*City, state and zip*

Re: Rent Escrow Inspection Request

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:

<input type="checkbox"/> rodent/pest infestation	<input type="checkbox"/> electrical/wiring problems
<input type="checkbox"/> plumbing, sewage	<input type="checkbox"/> water heater/pipes
<input type="checkbox"/> structural problems (roof/walls/windows)	<input type="checkbox"/> heating system/stove

I am having trouble with:

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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's name is: \_\_\_\_\_

*Landlord's street address*

*City, state and zip*

*Landlord's phone number*

Sincerely,

► \_\_\_\_\_

*Sign here*

*Print name*

*Phone number / Email - optional*

## Notice to Landlord of Rent Escrow

Date: \_\_\_\_\_

Tenant's name \_\_\_\_\_

Tenant's street address \_\_\_\_\_

City, state and zip \_\_\_\_\_

Landlord's name \_\_\_\_\_

Landlord's street address \_\_\_\_\_

City, state and zip \_\_\_\_\_

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 (date) \_\_\_\_\_, 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 (date) \_\_\_\_\_.

►  
Sign here \_\_\_\_\_

Print name \_\_\_\_\_

**Note:** Original should be mailed to the City Building Department along with a copy of the certified letter to the landlord. Keep a copy for yourself.