

Your Rights as a Tenant in Washington State



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Northwest Justice Project

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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. This information is current as March 2013.

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Section 1: Introduction

A. Is this publication for me?

The information in this publication covers most people in Washington State who rent the place where they live. We call these renters “residential tenants.”

Many laws apply to the relationship between renters (tenants) and landlords. This publication will tell you about the most common laws concerning your rights and responsibilities as a tenant.

The most important law to know about is the Residential Landlord-Tenant Act ([RCW 59.18](#)). (RCW stands for the [Revised Code of Washington](#), the law of Washington State.)

You will see citations (example: “RCW 59.18.70”) in this packet. They tell you the specific law that supports the statement before the citation. Our citations can help you to look up the law, at your local law library, or online at <http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18>.

There are special laws for people who live in

- subsidized housing programs
- mobile home parks where the landlord does not own the mobile home and
- employer-provided housing.

If you live in any of these situations, get our publication on that type of housing. The section “**Who is not covered by the Residential Landlord-Tenant Act?**” at the end of this publication has a full list of the people who are not covered by this publication.

B. What is this publication for?

It will help you understand your rights and responsibilities as a tenant. **The information here is general information only.** For help with your own personal situation, visit a lawyer in person or call a legal hotline. If you are low-income and do not live in King County, call CLEAR at 1-888-201-1014. If you live in King County, call the King County Bar Association’s Neighborhood Legal Clinics at (206) 267-7070 between 9:00 a.m. and noon, Monday – Thursday, to schedule a free half-hour of legal advice.

C. Words and expressions you should know

Arbitration – a way to settle your dispute without going to court, usually refereed by a third party.

Dwelling Unit – An apartment, house, mobile home, or other structure (or part of a structure) you rent to live in.

Premises – your living space, including any outdoor areas that only you may use (example: a yard or detached garage).

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

Subsidized Housing – housing where some of your rent is paid by an organization like the Housing Authority, or your rent is less than fair market value because you are low-income.

Section 2: Before you Move In

A. Before you rent a place:

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

B. What are types of rental agreements are there?

There are two main types:

- The “month-to-month” rental agreement
- The “lease”

1. Month-to-month Rental Agreements

- It can be in writing. Or it can simply be a spoken agreement. If you pay any kind of deposit or non-refundable fee, your landlord is required to give you a written agreement.
- It has no fixed time limit. It continues until either the landlord or the tenant gives proper notice that they want to end it.
- You usually pay rent on a monthly basis.
- The landlord can raise the rent or change the rules at any time. But s/he must give you written notice about the changes at least 30 days before the end of a rental period. (Example: if the rental period ends on June 30th, the landlord must give you written notice of a change before June 1st.)

2. Leases

- A lease must be in writing.
- A lease requires a tenant to stay in a unit for a specific amount of time. It also restricts the landlord’s ability to change the terms of the agreement.

- During the term of the lease, the landlord cannot raise the rent or change the rules unless the tenant agrees.
- Leases for one year or more can be exempt from the Landlord-Tenant act. But they can only be exempt if the tenant’s lawyer approves the exemption.

C. Is the landlord allowed to put any rules s/he wants in a rental agreement?

No. There are certain terms that are illegal to put in rental agreements. ([RCW 59.18.230](#).) If your agreement has any of these, they are illegal. You do not have to follow them. ([RCW 59.18.230\(3\)](#).)

The landlord cannot put a term in an agreement that:

- Waives any right given to tenants by the Landlord-Tenant Act. ([RCW 59.18.230 \(2\)\(a\)](#).)
- Makes you give up your rights to defend yourself in court against the landlord. ([RCW 59.18.230\(2\)\(b\)](#).)
- Limits the landlord’s legal accountability where the landlord would normally be responsible. ([RCW 59.18.230\(2\)\(d\)](#).)
- Says the landlord does not have to make repairs. ([RCW 59.18.230\(1\)](#).)
- Allows the landlord to enter the rental unit without giving you proper notice. (For more information on your right to privacy, see below.) ([RCW 59.18.230\(1\)](#).)

- Requires you to pay for damages you do not commit. ([RCW 59.18.230\(2\)\(d\).](#))
- Says you have to pay the landlord's lawyers' fees if an argument goes to court, even if you win. ([RCW 59.18.230\(2\)\(c\).](#))
- Allows the landlord to take your things if you get behind in rent. ([RCW 59.18.230\(4\).](#))

D. Deposits and Other Fees

There are six kinds of deposits and fees your landlord could collect from you when you begin renting:

1. A screening fee ([RCW 59.18.257\(1\)](#))
2. A security deposit ([RCW 59.18.260](#))
3. A damage deposit
4. A cleaning fee
5. The last month's rent paid in advance
6. An application or holding fee ([RCW 59.18.253\(2\)](#))

E. What is a screening fee?

Landlords may check your past rental history, eviction history, credit history, and criminal background before they rent to you. Most of the time, they have to hire a company to make these checks. They use the "screening fee" to pay a company to get this information about you.

The landlord must tell you in writing that s/he is running a check on you. S/he cannot charge you more for the screening than it actually costs him or her. If s/he violates

one of these rules, you can take him to court. ([RCW 59.18.257.](#))

If a landlord rejects you because of something s/he found out in your screening, s/he is required to tell you in writing exactly why s/he rejected you. ([RCW 59.18.257\(2\).](#)) If you think the landlord rejected you unfairly, you can file a complaint. Our publication called [What the Landlord Must Tell You about Tenant Screening](#) has more information and forms you can use.

F. What is a security deposit?

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

If you make a deposit, the landlord is legally required to give you:

- a receipt for each deposit ([RCW 59.18.270](#))
- a written rental agreement ([RCW 59.18.260](#))
- a check-list or statement describing the condition of the rental unit. (Both you and the landlord must sign this checklist.) ([RCW 59.18.260](#))
- a statement that tells you the name and address of the bank or escrow company where the deposit is being kept. ([RCW 59.18.270](#))

◆ If the landlord collects a security deposit from you without providing you with the written checklist, you may sue to get the security deposit back plus court costs and fees. Also, you can ask for one free replacement copy of the checklist if you lose yours.

◆ **Important:** Make sure you keep these documents in a safe place. You will need them if you have to go to court. You may even want to make copies to leave with a friend or family member in case something happens to the originals.

G. Does my landlord have to return my security deposit to me?

If you owe back rent or you have damaged your apartment, your landlord can keep part of your security deposit. S/he can only keep the exact amount you owe him for rent or repair costs. If you owe your landlord more than the amount of your security deposit, s/he may sue you in court. ([RCW 59.18.280.](#))

H. Does my landlord have to pay me interest when returning my security deposit?

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

I. What is a damage deposit?

Some landlords collect “damage deposits” to cover the costs of damages you or your guests caused. The landlord cannot use a damage deposit to cover unpaid rent.

J. Can my landlord keep my security or damage deposit to pay for routine upkeep?

No. Your landlord cannot keep your security or damage deposit to pay to repair "normal wear and tear." ([RCW 59.18.280.](#)) Examples of "normal wear and tear" are:

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

The landlord can deduct the cost of fixing damages which are beyond "normal wear and tear." Examples of these damages could be:

- broken windows
- holes in the wall
- leaving trash or other items that have to be thrown away
- leaving your apartment so dirty that it is unhealthy or unsafe

If your apartment is damaged by a storm, a fire, or a vandal, tell your landlord right away. S/he cannot charge you for the repairs if you or your guests did not cause the damage. You can also make a police report.

K. When does my landlord have to return my security or damage deposit?

After you move out, your landlord has 14 days to send you all of your deposit, or a letter telling you why s/he is not giving some or all of it back. S/he must send this letter to the most recent address s/he has for you. ([RCW 59.18.280](#).) When you move out, give your landlord your new address, or make sure your mail is being forwarded so that you will get the deposit or letter.

L. What do I do if my landlord does not give me back my deposit?

Our packet called [Can I Get My Security Deposit Back?](#) explains what to do if your landlord does not give you back your security or damage deposit. Get it online at www.washingtonlawhelp.org or by calling the Northwest Justice Project at 1-888-201-1014.

M. My landlord went into foreclosure. Can I get my security deposit back?

Maybe. Your landlord must either refund your security deposit or transfer it to whoever takes ownership of the place after the foreclosure. If the landlord fails to do either of these things, s/he is liable for damages up to twice the amount of your security deposit.

N. What is a cleaning fee?

Some landlords charge a cleaning fee to use to pay to have a place cleaned after you move out. Some landlords request a nonrefundable cleaning fee. This means

that no matter how clean you leave the place, the landlord will keep the fee. ([RCW 59.18.285](#) discusses nonrefundable fees.)

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

Giving a landlord an application or holding fee ensures that the landlord will not rent the place to another person before you move in. Usually, the landlord keeps a holding fee or deposit if you change your mind and do not move in. If you do move in, the landlord must apply this fee towards your security deposit or first month's rent.

- ◆ The landlord may not keep any of your holding fee if the unit fails a tenant-based rental assistance program inspection (example: Section 8 voucher program). If the inspection does not happen within ten days of you paying the fee, then the landlord does not have to hold the place for you.
- ◆ If the landlord wrongly keeps the fee, s/he can be charged with up to twice the fee if you take the landlord to court and get a ruling in your favor.

P. What is “last month’s rent paid in advance?”

Paying the last month’s rent in advance is not technically a deposit. The landlord can only use it for payment of that month. Example: the landlord cannot keep it for damages. The landlord must refund this money if you move out early at the landlord’s request or after you give proper notice.

Q. What is a “Condition Check-In List?” Should I get one?

Yes. You should always get a “Condition Check-In List” before you move 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 they were already there.

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

If you pay a deposit, the landlord is required to give you a Condition Check-In List. Both you and your landlord must sign the list. ([RCW 59.18.260](#).) Make sure you get a copy of this checklist and keep it in a safe place. If you lose your copy of the checklist, you can ask the landlord for one free replacement copy.

If your landlord does not have one on hand when you tour the place, use the blank sample checklist in this publication.

R. What should I do 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 the damages as soon as possible. If s/he refuses or does not get around to it within a week, write a letter to the landlord. In the letter, describe the newly discovered damages. State that you did not make them. Write that they should be added to the check-in list. Mail a copy of the letter to your landlord and keep a copy for yourself.

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

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

Section 3: While you are Living in the Rental Unit

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

Under the Landlord-Tenant Act, the landlord must:

- Maintain the dwelling so it does not violate state and local laws in ways that endanger the tenants' health and safety.
- Keep shared or common areas reasonably clean and safe.
- Fix damage to the chimney, roof, floors, or any other structural parts of the living space.
- Make a good attempt to get rid of any insect, rodent or other pest problems, except when you (the tenant) cause the problem.
- Make repairs when something breaks in the house, except if the damage is caused by normal wear and tear.
- Provide good locks for the house and give you keys for these locks.
- Replace a lock or configure an existing one for a new key, at your expense, when you ask to have this done after getting a court order granting you possession of a rental unit and excluding your former co-tenant (example: ex-spouse, ex-boyfriend or ex-girlfriend, after you have gotten a restraining order against them). ([RCW 59.18.585](#).)

- Provide the 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 are responsible for buying new batteries and maintaining smoke detectors.) (See also [59.18.130\(7\)](#).)
- Fix electrical, plumbing, heating systems if they break.
- Fix other appliances that come with the rental.
- Make repairs needed to make sure the house is weather-tight.
- Set water heaters at 120 degrees when a new tenant moves in.
- Tell you the name and address of the landlord or the landlord's agent.
- Provide you a receipt for your rent payment if you pay in cash, even if you do not ask for a receipt. If you pay in any other form, the landlord must provide you with a receipt upon your request. ([RCW 59.18.063](#))

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

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

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

Under the Landlord-Tenant Act, the tenant 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 fumigation of any infestations you caused.
- Properly use plumbing, electrical and heating systems.
- Restore the place to the same condition as when you moved in, except for normal wear and tear.

Under the Landlord-Tenant Act, the tenant may not:

- Engage in or permit any gang-related activity on the property.
- Engage in or permit drug-related activity on the property.
- Permit damage to the property.
- Allow excessive garbage to build up in or around the unit.
- Cause a nuisance or substantial interference with other tenants' use of their property.

C. What if the landlord wants to make changes to the rental agreement or raise the rent?

Below are general guidelines for the ways that landlords can change rental agreements. Look at your own rental

documents. It may have its own specific terms.

1. Month-to-month agreements:

The landlord must give you at least 30 days' notice in writing if s/he wants to make changes in a month-to-month agreement. [RCW 59.18.140](#). These changes might include raising the rent, or changing any rental rules. The changes can only become effective on a day the rent is due.

◆ **Example:** Your rent is due on the 1st of every month. Your landlord wants to make a "no pets" rule that is not included in your current rental agreement. If he gives you a written notice on June 15th, he has to wait 30 days and then begin to enforce the rule on the next payment day after that. He cannot enforce the "no pets" rule until August 1st.

If the landlord wants to convert the unit to condominiums, s/he must give the current tenants 120 days' notice. [RCW 59.18.200\(1\)\(b\)](#).

In a month-to-month rental, the landlord is legally allowed to raise the rent as much or as often as s/he wants to. He cannot raise the rent to retaliate against you for something you did. [RCW 59.18.240\(2\)\(b\)](#).

2. Leases

In most cases, the landlord cannot make any changes to a lease s/he has already signed unless you agree to it.

D. What happens if the property is sold?

It does not automatically end a lease or a month-to-month rental agreement.

When a landlord sells a rental unit, s/he must notify you of the new owner's name and address. S/he can give you this notice either by personal 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 notify you of the name and address of the new bank or escrow company.

◆ **Seattle Residents:** If an owner of a single-family dwelling unit elects to sell the place, the current tenant must get at least 60 days' written notice. [SMC 22.206.160\(C\)\(1\)\(f\)](#). This local ordinance is online at <http://clerk.ci.seattle.wa.us/~scripts/nph-brs.exe?d=CODE&s1=22.206.160.snum.&Sect5=CODE1&Sect6=HITOFF&l=20&p=1&u=/~public/code1.htm&r=1&f=G>

E. When is my landlord allowed to enter my unit? ([RCW 59.18.150](#))

The landlord must give you at least two days' written notice before entering your unit. The notice must specify the date/s of entry and either the exact time of entry or a period of time during which the entry will happen, including the earliest and latest possible times of entry. The notice must also list a phone number for you to call to object to the entry date/time or to ask to reschedule.

S/he must enter at a reasonable time of day. (Examples: Nine in the morning is reasonable. Nine at night probably is not reasonable.)

The landlord only has to give one day's notice if s/he wants to enter to show the unit to possible new renters or to existing tenants.

You are not allowed to refuse the landlord's entry to your unit to repair, improve or service the unit.

In the case of an emergency, the landlord can enter the unit without notice.

In the case of abandonment, the landlord can also enter the unit without notice.

F. What should I do if my unit needs repairs?

Follow these steps:

Step 1. Write a letter to your landlord.

- This is the first thing you should do when something needs repairs.

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

Step 2. Wait for your landlord to fix the problem.

After you give your landlord the letter about the problem, your landlord has a certain number of days to begin to make the repairs. The number of days depends on the type of problem:

- If you have no hot or cold water, heat, electricity, or if there is a life-threatening problem, your landlord has 24 hours to begin to fix the problem. ([RCW 59.18.070 \(1\).](#))
- If your refrigerator, stove, oven, or plumbing fixture is broken, your landlord has 72 hours to begin to fix the problem. ([RCW 59.18.070 \(2\).](#))
- For all other repairs, your landlord has ten days to fix the problem. ([RCW 59.18.070 \(3\).](#))

If your landlord does not fix a problem within the required time, here are your options:

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

The landlord is required to give you back your deposits. S/he must also give you back the equivalent of the rent for the days you have already paid. Example: if your refrigerator breaks and you give your landlord written notice, but s/he does not fix it after 72 hours, you can move out. Say you move out on July 6th, but you have already paid rent for all of July. Your landlord must give you back the equivalent of the rent for the rest of the 25 days in July.

Option 2. You can go to court or arbitration. You can hire a lawyer and go to court to force the landlord to make repairs. (You cannot take cases like these to Small Claims Court.) If the landlord agrees, you can go to arbitration. Arbitration is usually cheaper and quicker than going to court. (See “Expressions and Words You Should Know” at the end of this publication for more on arbitration.) [RCW 59.18.090\(2\).](#)

Option 3. You can hire someone yourself to make the repairs. ([RCW 59.18.100.](#)) This is true in most cases.

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

To use this method:

- 1) Give a good faith estimate of the repairs to your landlord. If you want, you can give your landlord this estimate at the same time as you give him the original notice of the problem. ([RCW 59.18.100\(1\).](#))
- 2) If your repair has a ten-day waiting period: Before you contract for the repairs to be made, you must wait the entire ten days after you give the original notice to your landlord about the problem, **and** you must wait two days after you give him/her the estimate (if this is later). There is no rule like this for the 24- and 72-hour repairs. You can contract for these repairs as soon as you deliver an estimate to your landlord. ([RCW 59.18.100\(2\).](#))
- 3) After the work is done, subtract the cost from your rent for the next month.

Can I make as many repairs as I want this way?

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

- Each repair must cost less than one month's rent.

You cannot spend more than two months' rent on repairs in this way for each 12-month period. ([RCW 59.18.100\(2\).](#))

Examples:

Your rent is \$750 a month. You hired someone to make a repair in March that cost \$1,500. You could deduct \$750 from the April rent and another \$750 from the May rent. You would not have to pay any 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.

There might be a large repair that affects a lot of different tenants. If this is the case, tenants can join together to have the work done. Then each tenant can deduct a portion of the cost from his/her rent.

Option 4. You can make the repairs yourself.

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

To use this method:

- 1) First, give proper notice and wait the required amount of time depending on the problem (see above).
- 2) Fix the problem yourself.
- 3) After the work is done, subtract the cost of materials and your own labor time from your rent for the next month.
 - Each repair you do yourself must cost less than one-half month's rent. ([RCW 59.18.100\(3\)](#)).
 - You cannot spend more than one month's rent on repairs you do yourself in each 12-month period.

Example: Your rent is \$800 a month. In March, you made four separate repairs that each cost you \$200. You could deduct \$800 from April's rent. You would not pay any rent in April.

You must give your landlord a chance to inspect the repairs. You must do the work properly and you must follow all legal codes. If you repair something badly, you can be held responsible.

Option 5. You can put your rent in Escrow. This is a complicated process. Read the law ([RCW 59.18.115](#)) at your local law library - or talk with a lawyer.

G. Can I refuse to pay rent if my landlord does not make necessary repairs?

No! If you do not pay rent for any reason, your landlord can start the eviction process against you.

H. Illegal Actions of the Landlord

The law prohibits a landlord from taking certain actions against a tenant. These illegal actions include:

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

Your landlord is not allowed to lock you out of the unit, no matter what. S/he is not allowed to change locks, add new locks, or prevent you from entering the unit in any other way. She is not allowed to lock you out even if you are behind in rent.

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

The only reason a landlord can shut off utilities is to make repairs. S/he is not allowed to shut off your utilities because you are behind in rent. S/he cannot shut off utilities to try to force you to move out.

It is also illegal for the landlord to intentionally fail to pay his utility bills in order to turn off the service.

You can take your landlord to court if he shuts off your utilities. If you win, the judge can award you up to \$100 for each day it was off.

3. Taking Your Property

The landlord cannot take your property unless you abandon the unit. ([RCW 59.18.310](#).)

It is illegal to include a clause in the rental agreement that lets the landlord take your property.

If your landlord takes your property, first contact the landlord in writing. If you do not get your property back that way, call the police. You can take the landlord to court to

force him to give you back your property. The judge can award you up to \$500 for each day the landlord kept the property, up to \$5,000.

4. Renting Condemned Property

Landlords are not allowed to rent property that has existing code violations. ([RCW 59.18.085\(1\)](#).) You can take your landlord to court if you find out s/he knew that s/he rented you property with code violations. ([RCW 59.18.085\(2\)](#).)

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

The landlord is not allowed to take “retaliatory actions” against you for taking legal action against him.

Examples of legal actions you might have taken against the landlord: reporting a problem to a government authority or deducting costs for repairs from your rent.

Examples of retaliatory actions:

- raising the rent
- reducing services
- evicting you

If your landlord does one of these things within 90 days of a legal action you took against him, that action counts as “retaliation,” and is illegal. If your landlord takes one of these actions because you are violating a different rule, it may be allowed.

You can take your landlord to court if s/he retaliates against you for reporting him or for deducting a repair from your rent.

Section 4: Moving Out

A. Do I have to let my landlord know that I am moving out?

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

You must notify your landlord if you are going to move out. You must send the landlord a letter telling him you are moving out. The letter must arrive to your landlord at least 20 days before the end of the rental period. ([RCW 59.18.200\(1\)\(a\)](#).) The end of the rental period is the day before rent is due. The day you deliver the notice does not count in the 20 days. Example: if your rent is due on July 1st and you want to move out in June, get the letter to your landlord by June 9th.

◆ **Exception for Victims of Assault or Domestic Violence** – If you are the victim of threats by other tenants, threats or assaults by the landlord, or violations of domestic violence protection orders, you may be able to end the rental agreement immediately. You must follow certain guidelines. See [RCW 59.18.18.352](#), [RCW 59.18.354](#), [RCW 59.18.356](#).

◆ **Exception for Members of Armed Forces** – If you are a member of the Armed Services, you can end a month-to-month tenancy or a lease with less than 20 days’ notice if you get immediate assignment orders. If you have a lease, you must give seven days’ notice to your landlord of the reassignment or deployment order. ([RCW 59.18.200](#).)

If you do not give proper notice, you have to pay:

Whichever comes first:

- Rent for the month after you move out

OR

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

However, the landlord is **required** to try to rent the unit as soon as s/he finds out that you left. If he is able to rent the unit less than 30 days after you move out, you only have to pay for the days the apartment was empty. [RCW 59.18.310](#). After the next month, you do not have to pay anything.

2. If you have a lease:

If you move out at the end of a lease, you usually do not have to give any notice to your landlord. 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 will now apply to you.

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

- the rent for all the months left in the lease

OR

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

◆ **Exception for Members of Armed Forces** –If you are a member of the Armed Services, and you have a lease, you must give just seven days’ notice to your landlord of the reassignment or deployment order. ([RCW 59.18.200](#).)

If your landlord threatens you with a gun or firearm or other weapon, you may be allowed to move out immediately. ([RCW 59.18.354](#).)

B. Getting your Deposit Back

After you move out, your landlord has 14 days to give you back your deposit, or to give you a letter stating why s/he is keeping all or part of the money. Get our packet called [Can I Get My Security Deposit Back?](#) if you have a hard time getting your security deposit back. It is online at www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014.

C. Evictions

When a landlord wants you to move out, s/he must follow certain rules. This section explains

- the reasons why landlords can evict tenants and
- what methods they have to use.

It also explains what you should do if your landlord tries to evict you. The packet called [Eviction and Your Defense](#) has more information on evictions. Get it online at www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014.

◆ Always keep all notices and documents you get from your landlord.

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

For a month-to-month agreement:

The landlord does not have to have any reason for asking you to move. But s/he has to tell you in writing that s/he wants you to move out at least 20 days before the end of the rental period. [RCW 59.18.200\(1\)\(a\)](#). Example: The rental period ends June 30th (meaning rent would be due July 1st). The landlord has to give you notice to move out before June 9th.

If the landlord does not have a reason for asking you to move, s/ he cannot force you to move out in the middle of a rental period.

For leases:

Usually a landlord cannot ask you to move without a reason if you have a lease. Check your rental agreement for any exceptions.

If you live in federally-subsidized housing:

You have other rights. These other packets have more information: [Public Housing Evictions](#); [HUD Housing Evictions](#). You can also call CLEAR at 1-888-201-1014 or visit www.washingtonlawhelp.org for more help.

In Seattle and some other places, a landlord is not allowed to ask you to move out for no reason. For more information, call the Tenant's Union at 1-800-752-9993 or 206-723-0500, or go to your city hall.

E. What are the reasons a landlord can force me to move out?

1. For not paying rent.

If you are even one day behind in your rent, your landlord can make you move out (called "evicting" you.) If you are behind in your rent, your landlord only has to give you **three days' notice**. ([RCW 59.12.030\(3\)](#).) If you pay all the rent you owe within three days after you get the notice, the landlord must accept it and cannot evict you. S/he does not have to accept a partial payment. If you do not pay the whole amount within three days, you have to move out.

2. For not following the rental agreement.

If you break one of the terms of the rental agreement, the landlord can give you a **ten-day notice**. ([RCW 59.12.030\(3\)](#).) Example: your landlord could tell you to move out if you keep a cat when the rental agreement has a "no pets" rule. If you fix the problem within ten days after you get the notice, the landlord must stop the eviction process. If you do not fix the problem within ten days, you have to move out.

3. For certain other kinds of activity.

You cannot:

- use the property for drug-related activity
- engage in gang-related activity
- engage in activity that creates an imminent hazard to the physical safety of other persons on the premises

- physically assault another person on the premises or use a firearm or other deadly weapon ([RCW 59.18.130\(8\)](#))

If you do any of these things, the landlord does not have to provide notice before filing an unlawful detainer action to evict you. There is no option to stay and correct the problem. [RCW 59.18.180](#).

You also cannot:

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

If you do any of these things, the landlord will give you three days' notice to move. You must move out within three days after you get the notice, or the landlord will file an unlawful detainer action against you.

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

The landlord can go to court and start an eviction process. The eviction process is called "Unlawful Detainer" in Washington. To begin the eviction process, the landlord must deliver to you a "Summons" and a "Complaint for Unlawful Detainer." (See [RCW 59.12.070](#) and [RCW 59.18.070 \(2\)](#).)

G. What should I do if I get a "Summons" and "Complaint for Unlawful Detainer" notice?

If you get a "Summons" and "Complaint for Unlawful Detainer" notice, this means your landlord is trying to evict you. **You must respond or you will have to move out automatically.**

1. First, try to get more legal help. Get our publication [Eviction and Your Defense](#) online at www.washingtonlawhelp.org. If you are low-income, call the CLEAR line at 1-888-201-1014. A lawyer at CLEAR may be able to help you over the phone. Or s/he may be able to refer you to a free or low-cost lawyer who can help you in person. The lawyers at CLEAR can also send you [Eviction and Your Defense](#). If you are not low-income, try to see a regular lawyer.
2. Next, write and deliver a "Notice of Appearance" and an "Answer." You do not have much time to do this. It is very important to submit these documents quickly, even if you do not have legal help.

The Summons and Complaint will tell you the deadline for submitting your "Notice of Appearance" and "Answer." Your landlord is supposed to deliver the Summons and Complaint at least seven days before the deadline to submit your Answer.

H. What is a "Notice of Appearance?" How do I write it?

When you get a Summons and Complaint, you must submit a "Notice of Appearance"

if you do not want to move out. You must also submit a “Notice of Appearance” if you disagree with anything in the Summons and Complaint. Example: you must submit a “Notice of Appearance” if your landlord says you owe rent that you do not think you owe. The “Notice of Appearance” simply lets the court know you want to argue your case.

If you do not submit the “Notice of Appearance,” your landlord will probably win the case automatically. Then you will be forced to move out. And you will have to pay everything your landlord asked for in the Complaint.

The “Notice of Appearance” form is very simple. It is in the [Eviction and Your Defense](#) packet. Get the packet online at www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014 for a copy.

I. What is an “Answer?” How do I write it?

If you get a Summons and Complaint notice, you also have to submit an “Answer.” In the “Answer,” you get a chance to explain your side of the story. First, get a copy of an “Answer” form. It is in the [Eviction and Your Defense](#) packet. Get the packet online at www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014 for a copy.

At the top of the form, fill out the county where the lawsuit was filed. Fill in the same county listed on the Summons and Complaint. Fill in your name as the “defendant” and your landlord’s name as the “plaintiff.” If there is a case number on the Summons and Complaint form, fill that in, too. If there is not a case number on the Summons and Complaint, leave the space for the case number blank.

Next, there are spaces that ask you to “admit” or “deny” the accusations of your landlord against you. Look at each paragraph in the Complaint. The paragraphs will be numbered. For all of the paragraphs you agree with, fill in the number of the paragraph in the “admit” category. For all of the paragraphs you disagree with, fill in the number of the paragraph in the “deny” category.

The section called “Affirmative Defenses” is your chance to explain your side of the story. Write in this section any reasons you have for why your landlord is wrong to evict you. Example: if your landlord did not make necessary repairs and you followed all the correct rules to subtract rent for that reason, write that. If your landlord did not deliver the Summons and Complaint more than seven days before the court date, write that.

If you think your landlord actually owes you money, write that in the section called “Set-offs.” List the amount and the reasons why you think your landlord owes you.

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

If you have any questions about filling out the form, ask the facilitator for help.

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

Make at least two copies of each form. Take one copy to your landlord’s lawyer. You should deliver the form by hand. Ask the landlord’s lawyer or his/her secretary to stamp one copy of each form with the date and time. Keep these copies for your file. This will give you proof that you delivered it before the deadline listed on the Summons.

Next, if there is already a case number on the Summons and Complaint, you must file the forms at the 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 the originals for now. Wait until you receive the case number, either in the mail or by personal delivery. Then take the original “Notice of Appearance” and “Answer” forms you filled out to the court. Take them to the Superior Courthouse in the county listed on the Summons.

K. What if the Summons says I have to pay rent to the court?

Sometimes, a Summons will say you have to pay your rent to the court in order to prevent eviction. If yours says this, you have seven days to do so. If you do not think you owe rent, or you think you owe less than your landlord says you do, write a letter to the court. Write in the letter that you do not think you owe the amount your landlord says you do. Deliver the letter to the court clerk at the courthouse where the case is filed.

You must either pay the rent to the court or deliver a letter saying you do not think you owe the rent. If you do not deliver one of these things to the court within seven days after you get the Summons, your landlord can automatically evict you.

L. How do I know if I have to go to court?

If you have to go to court, you will get a notice called an “order to show cause.” Go to the courthouse on the date listed to

argue your case. The packets [Eviction and Your Defense](#) and [Basic Tips for Preparing for a Hearing or Trial](#) have more information.

M. What is a “writ of restitution?”

The sheriff can post a “writ of restitution” on your property, or s/he can deliver it to you. It means you must move out. You have no more chances to argue your case. If you do not move out on your own, the sheriff will come to escort you off the property.

N. Can my landlord physically force me to leave the property?

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

O. How can I get more information on Evictions (“Unlawful Detainers”)?

Our packet called [Eviction and Your Defense](#) is online www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014.

Our publication called [Landlord/Tenant Issues for Survivors of Domestic Violence, Sexual Assault, and/or Stalking](#) has more information about how the law protects you from certain actions by the landlord if you have been a domestic violence victim.

Section 5: Abandonment

A. When does the law say that I have “abandoned” my place?

You are considered to have abandoned a dwelling only if:

- You have fallen behind on rent

AND

- You have told your landlord, in words, actions or writing, that you are moving out. ([RCW 59.18.310.](#))

If both of these are true, the landlord is allowed to enter your unit to remove your abandoned property. The landlord must store all of the property in a reasonably safe place. S/he must then mail a notice to you telling you where your property is sold and when s/he will sell it. [RCW 59.18.310.](#) If the landlord does not have your new address, s/he should mail it to the rental address so the post office can forward it.

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

It depends on how much it is worth.

If the property is worth more than \$250, the landlord must mail a notice to you and then wait thirty days. S/he can then sell all the property **including** family pictures, keepsakes and personal papers.

If the property is worth \$250 or less, then the landlord must mail a notice to you and then wait just seven days. S/he can then sell all the property **except** family pictures, keepsakes and personal papers.

[RCW 59.18.310.](#)

C. What happens to my deposits if I abandon the rental?

The landlord must mail you the deposit, or a letter explaining why it is being kept. S/he must do this within 14 days after s/he finds out you have abandoned the property. [RCW 59.18.280.](#)

D. Does the Residential Landlord-Tenant Act cover all tenants?

No.

This packet applies to people who are covered by the Residential Landlord-Tenant Act. The Act covers most **but not all** people who rent the place where they live.

The list below explains the groups of people the Act does not include. If you fall into one of these groups, get more information. Contact the Northwest Justice Project or another organization for more help.

The Landlord-Tenant Act probably does **not** cover you:

- If you live in a mobile home park, but you own your mobile home. (Get the packet [Tenants' Rights Under the Mobile Home Landlord-Tenant Act](#) if this applies to you. The Mobile Home Landlord-Tenant Act is at [RCW 59.20.](#))
- If you lease an office for business and not living purposes.
- If you live in a medical, religious, educational, recreational, or

correctional institution. ([RCW 59.18.040\(1\).](#))

- If you have signed a contract to buy the property where you live. ([RCW 59.18.040\(2\).](#))
- If you live in a hotel or motel. ([RCW 59.18.040\(3\).](#))
- If you rent the land around your house primarily for farming rather than simply living. ([RCW 59.18.040\(5\).](#))
- If you are a migrant worker and your employer provides your housing. ([RCW 59.18.040\(6\).](#))
- If you live in the same place as you work and they allow you to live there only because of the job. ([RCW 59.18.040\(8\).](#))

- [*Tenants' Rights Under the Mobile Home Landlord-Tenant Act*](#)

If you fall into one of the groups listed above, the Residential Landlord-Tenant Act may still apply if your landlord or another person set the terms of your living arrangements specifically to avoid being covered by the Act.

E. How can I get more information?

Call the Northwest Justice Project's CLEAR line at 1-888-201-1014. Or go to the website www.washingtonlawhelp.org.

Other related packets include:

- [*Eviction and Your Defense*](#)
- [*Tenants: What to do If Your Rental Needs Repairs*](#)
- [*Can I Get My Security Deposit Back?*](#)
- [*Public Housing Evictions*](#)
- [*HUD Housing Evictions*](#)