

Your Rights as a Tenant in Washington State



Northwest Justice Project

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- ❖ Read this *only* if you live in the state of Washington.
 - ❖ Eviction law continues to change. Read about the latest changes to the law at WashingtonLawHelp.org/resource/eviction
 - ❖ You can find all the fact sheets we link to here at WashingtonLawHelp.org.
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Part 1. Introduction

A. Should I read this?

This publication covers most residential tenants (people who pay rent for the place where they live) in Washington State. We explain here the most common state laws covering your rights and responsibilities as a tenant. Most important is the Residential Landlord-Tenant Act (RCW 59.18) (“RLTA”).

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- ❖ **RCW** stands for the Revised Code of Washington, the law of Washington State.
 - ❖ We use citations, such as “**RCW 59.18.70**,” to direct you to a specific law. This helps you look up the law at your local law library or online at app.leg.wa.gov/rcw/.
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B. What other laws might cover my situation?

Special laws cover people who live in

- subsidized (government-funded) housing programs
- mobile home parks where you own the mobile home

If any of these is your situation, go to WashingtonLawHelp.org. You can learn more about your specific situation there. See the list of resources below in “Where can I learn more” (Part 1, Section E of this publication).

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C. Why should I read this?

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. See below for information on where to get legal help.

D. Does the RLTA cover all tenants?

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

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.

The law probably does **not** cover you if:

- You live in a mobile home park, but own your mobile home. Read [Tenant Rights under the Manufactured / Mobile Home Landlord-Tenant Act](#) instead. [The Manufactured / Mobile Home Landlord-Tenant Act](#) is at [RCW 59.20](#).
- You live in an RV or trailer that you own. You pay for a space for it. 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?](#)
- 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. [RCW 59.18.040\(1\)](#).
- You signed a contract to buy the property where you live. [RCW 59.18.040\(2\)](#). Read [Know Your Rights: Rent-to-Own in Washington State](#).

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- You have been living in a hotel or motel since March 1, 2020 or later, or you did not start living there at least 30 days before March 1, 2020. [RCW 59.18.040\(3\)](#).
- You rent the land around your house mainly for farming. [RCW 59.18.040\(5\)](#).
- You are a temporary migrant worker and your employer gives you housing as part of your job. [RCW 59.18.040\(6\)](#). Read [Housing: Your Rights as a Farm Worker](#).
- You live in the same place as you work (for example, as a property manager). You live there only because of the job. [RCW 59.18.040\(8\)](#).

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

E. Where can I learn more?

Read:

- [How to interact with your landlord to avoid legal trouble](#)
- [My Landlord is Discriminating Against Me](#)
- [Tenants: New Legal Protection from Discrimination Based on Source of Income](#)

F. How can I get legal help?

- **Facing Eviction?** Call 1-855-657-8387
- **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.

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- **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.

CLEAR and 2-1-1 will provide interpreters.

G. Words and expressions you should know

Arbitration or Mediation—ways to settle a dispute without going to court. Usually referred by a neutral third party, called an arbitrator or a mediator.

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

Premises—the entire space you rent to live in, including any outdoor areas only you may use. **Example:** a yard or detached garage.

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

Subsidized Housing—an organization like the Housing Authority pays some of your rent, you have a housing voucher, you live in a rental from a Housing Authority, or your rent is lower because you have a low income and the government is helping you out.

Part 2. Before Moving In

A. Before renting a place:

- **Read a lease carefully before signing.** Ask about anything you do not understand. Look for hidden charges or penalties. If you sign the lease, you may be stuck paying those charges.
- If something is important to you, **get it in writing.** Do not rely on a verbal promise. 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?
- 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 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.
- 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

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“Condition Check-In List.” See below. If you don’t, 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:

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

1. Month-to-month Rental Agreement:

- Can be in writing **or** a verbal agreement. If you pay any deposit or non-refundable fee, the landlord must give you a written agreement.
- Has no fixed time limit. It continues until landlord or tenant gives proper notice that they want to end it. Read [New Washington State Law: Landlords must give a “good” reason to end a tenancy or not renew a lease \(short version\)](#).
- You usually pay rent monthly.

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- 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. [RCW 59.18.140](#).
- 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). [RCW 59.18.140](#).

2. Fixed Term Rental Agreement:

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

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

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

The landlord cannot put something in an agreement that:

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

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- Requires you to pay for damages that are not your fault - [RCW 59.18.230\(2\)\(d\)](#)
- Says you must pay the landlord's lawyer fees if an argument goes to court, even if you win - [RCW 59.18.230\(2\)\(c\)](#)
- Lets the landlord take your things if you get behind in rent - [RCW 59.18.230\(4\)](#)
- 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 – [RCW 59.18.230\(1\)\(b\)](#)
- Lets the landlord collect more than what a court awards in an eviction case - [RCW 59.18.230\(1\)\(b\)](#)

D. Deposits and Other Fees

You should make note of what is and is not a refundable deposit. The landlord could collect these kinds of deposits and fees from you when you start renting:

1. Screening fee - [RCW 59.18.257\(1\)](#)
2. Security deposit - [RCW 59.18.260](#)
3. Damage deposit
4. Cleaning fee
5. Last month's rent paid in advance
6. Application or holding fee - [RCW 59.18.253\(2\)](#)
7. Non-refundable pet deposit or other non-refundable deposit

E. What is a screening fee?

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

The landlord must tell you in writing that they are running a screening report on you. They cannot charge you more for the screening than it actually costs. If they

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violate one of these rules, you may have a legal case against them. [RCW 59.18.257](#). Read [Tenant Screening: Your Rights](#).

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

F. What is a security deposit?

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

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

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

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- ❖ If the landlord collects a security deposit from you without giving you the written checklist, you can file a court case to get the deposit back plus court costs and fees. If this is less than \$10,000, you would file your case in Small Claims Court.
 - ❖ You can ask for one free replacement copy of the checklist if you lose yours.
-

Keep these documents in a safe place. You will need them if you go to court. You can make copies to leave with a friend or relative in case something happens to the originals.

G. Can I pay my deposit in installments?

Starting June 11, 2020, you can ask your landlord to let you pay your deposit (plus any nonrefundable fees and last month's rent) in installments. You must make this

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request in writing. Any payment plan must be in writing signed by you and your landlord. **Keep a copy for your records.**

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

Your landlord:

Cannot

- charge you any fees, costs, or interest to get into a payment plan.

Can

- deny your request for a payment plan if the total amount of deposits and nonrefundable fees are not more than 25% of the first month's rent and is not requiring last month's rent.
- 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.

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

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

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

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

J. What is a damage deposit?

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

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

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

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

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

Examples:

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

If a storm, fire, or 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.

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

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

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

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

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

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

O. What is a cleaning fee?

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

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

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

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- ❖ The landlord may not keep any of the holding fee if the unit fails a tenant-based rental assistance program inspection. **Example:** If you have a Section 8 voucher and the inspection does not happen within ten days of you paying the fee, the landlord does not have to hold the place but must return the holding fee.
 - ❖ A landlord who wrongly keeps the fee can be charged with up to twice the fee if you sue them and win.
 - ❖ Any holding fees or deposits cannot be more than 25% (¼) of your first month's rent.
-

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

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

R. Can I pay the rent in cash?

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

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

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

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

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

If you pay a deposit, the landlord must give you a Condition Check-In List. You and the landlord must sign it. [RCW 59.18.260](#). **Get a copy of this checklist.** Keep it in a safe place. If you lose your copy, you can ask the landlord for 1 free replacement copy.

T. What if I find damages later?

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

- Describe the newly discovered damages.

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- 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

- 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 go against state and local laws in ways that endanger your health and safety
- Keep shared or common areas reasonably clean and safe
- Fix damage to chimney, roof, floors, or any other structural parts of the living space
- Maintain a reasonable program to control insect, rodent or other pest infestations, except when you caused the problem
- Make repairs when something breaks in the unit, except if it is caused by normal wear and tear
- Provide good locks for the unit and give you keys for them
- Replace a lock or give you a new key, at your expense, if you ask for this after getting a court order granting you possession of a rental unit and excluding a

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former co-tenant. **Example:** after you get a restraining order against an abusive ex-partner or spouse. [RCW 59.18.585](#)

- Provide fixtures and appliances necessary to supply heat, electricity and hot and cold water
- Provide smoke detectors and make sure they work when you move in. But you must buy new batteries and maintain smoke detectors. [59.18.130\(7\)](#)
- Fix electrical, plumbing, heating systems if they break
- Fix other appliances that come with the rental
- Make repairs needed so the house is weather-tight
- Tell you the name and address of landlord or their agent
- Give you a receipt for your cash rent if your landlord accepts cash payments, even if you do not ask for one. If you pay in any other form, the landlord must give you a receipt upon your request - [RCW 59.18.063](#)

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

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

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

You must:

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

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

You may **not**:

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

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](#).

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](#)

Except in an emergency, the landlord must give you at least 2 days' written notice before entering your rental to make repairs or inspect the place. But if the landlord

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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. The notice must state:

- the proposed dates of entry
- the exact time of entry **or** the period during which it will happen, including earliest and latest possible times (The landlord must propose reasonable times)
- a phone number for you to call to object to the entry date and time or to ask to reschedule

You cannot unreasonably refuse the landlord's entry to repair, improve or service the unit. And your landlord cannot try to enter your unit for harassment. In the case of emergency or abandonment, the landlord can enter without notice. Read [My Landlord Enters My Rental Unit Without My Permission](#) to learn more.

E. What if my unit needs repairs?

Follow the steps in this section to ask for repairs. Read [Tenants: If You Need Repairs](#). You can find sample letters to use.

STEP 1 – Write the landlord a letter.

- Describe the problem and what needs fixing.
- Include your name, address, and apartment number. If the landlord is a management company, include the name of the unit's owner, if you know it.
- Try to hand- deliver the letter or mail it "certified mail," with a "return receipt requested" at the post office. This will make it easier to prove the landlord got the letter.
- Keep a copy of the letter for yourself.
- The best way to ask for repairs is through a letter, but if you send an email instead, keep records of what you sent and any responses you got from the landlord.

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

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



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- If you have no hot or cold water, heat, or electricity, or there is a life-threatening problem, the landlord has 24 hours to start repairs. [RCW 59.18.070 \(1\)](#).
- If your refrigerator, stove, oven, or major plumbing fixture is broken, the landlord has 72 hours to start repairs. [RCW 59.18.070 \(2\)](#).
- For all other repairs, the landlord has 10 days to start repairs. [RCW 59.18.070 \(3\)](#).
- The landlord may be entitled to more time if repairs are delayed due to circumstances beyond the landlord's control. RCW 59.18.070.

If the landlord does not start repairs within the required time, you have 4 options:

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

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

Option 2. Go to court or 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. [RCW 59.18.090\(2\)](#).

Option 3. You can hire someone yourself to make the repairs and subtract the amount from rent. [RCW 59.18.100](#). Be careful! This legal process can be complicated. Try to get legal help before you do this.

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

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To use this method:

- 1) Give the landlord a good faith estimate of the repairs. You can give the landlord this estimate at the same time as the original notice of the problem. [RCW 59.18.100\(1\)](#). The cost of the repair cannot be more than 2 months' rent.
- 2) **If your repair has a 10-day waiting period:** Before you contract to have the repairs made, you must wait the entire 10 days after giving the original notice to the landlord about the problem, **and** you must wait 2 days after you give the estimate, if this is later. There is no rule like this for 24- and 72-hour repairs. You can contract for these repairs as soon as you give the landlord an estimate. [RCW 59.18.100\(2\)](#).
- 3) Provide the landlord or the person that works for them (like a property manager) an opportunity to inspect the work that was done.
- 4) After the work is done, subtract the cost from your rent for the next month.

Can I make as many repairs as I want?

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

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

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

Examples:

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

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

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Option 4. Make the repairs yourself.

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

To use this method:

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

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.

You must

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

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

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

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F. 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.

G. Illegal Actions by the Landlord

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

1. Lockouts - [RCW 59.18.290](#)

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

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

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

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

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

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

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

3. Taking Your Property

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

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

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 can award you up to \$500 for each day the landlord kept the stuff, up to \$5,000. [RCW 59.18.230](#).

4. Renting Condemned Property

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

The landlord cannot retaliate against you for asserting your legal rights or making a complaint to a code enforcement agency.

There is a presumption that a landlord is retaliating if they do any of these:

- increase 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. [RCW 59.18.250](#).

These cases can be tricky. If you think the landlord is retaliating against you illegally, try to get legal help.

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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 for retaliating against you for reporting them or for enforcing your rights as a tenant. Retaliation may also be a defense to an eviction lawsuit.

Part 4. Moving Out

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

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

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

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

❖ **Victims of Assault or Domestic Violence:** If you are the victim of threatening behavior by another tenant or your landlord **or** you are a victim of domestic violence, you may be able to end your rental agreement faster. [RCW 59.18.352](#), [59.18.354](#), [59.18.575](#). 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. [RCW 59.18.200](#).

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If you do not give proper notice, you must pay whichever comes first:

- Rent for the month after you move out

or

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

The landlord **must** try to 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. [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 one of these (whichever is less):

- 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\(2\)](#)

❖ Service Members in the U.S. Armed Forces, Reserves or National Guard:

If you have a lease, you must give the landlord 7 days’ notice of any permanent change of station or deployment order. [RCW 59.18.200](#).

B. Getting your Deposit Back

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

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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.

❖ Always keep all notices and documents from the landlord.

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

Mostly, no. As of May 2021, a new state law says landlords must have a “good” or **legal** reason for not renewing a rental agreement, ending (terminating) a tenancy, or evicting a tenant. The new law lists what counts as a “good” reason to ask a tenant to leave the rental unit or to evict a tenant. Read *New Washington State Law: Landlord must give a “good” reason to end a tenancy or not renew a lease* ([short](#) or [long](#) version) to learn more.

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

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 or Vacate. However, under state law the landlord must offer you a reasonable repayment plan if the rent due was from March 1, 2020 to December 30, 2021.

If you do not accept a reasonable payment plan, the landlord can file an eviction lawsuit. If you have not been offered a repayment plan by your landlord, this may be a defense to eviction. 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.

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

3. For not following the rental agreement.

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

❖ You can also get a 10-Day Notice if you substantially violate an important requirement of a subsidized housing program.

If you fix the problem within 10 days after you get the notice, the landlord must stop the eviction process. If you do not fix the problem within 10 days, and you do not move out, your landlord may start an eviction lawsuit against you. If you get 4 valid, properly served 10-Day Notices to Comply or Vacate within 1 year, the landlord can give you a **60-Day Notice to Terminate**.

4. Other kinds of activity.

You must not:

- use the property for drug-related activity
- engage in gang-related activity
- repeatedly or substantially interfere with the neighbors' or landlord's right to use and enjoy their own homes
- physically assault someone on the premises or use a firearm or other deadly weapon - [RCW 59.18.130\(8\)](#)

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

You also cannot:

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

If you do any of these, the landlord may give you 3 days' notice to move. If you don't move out within 3 days after getting the notice, the landlord may file an eviction lawsuit against you.

5. Other good reasons the landlord can make you move

- **If you and the landlord share a dwelling unit, kitchen or bathroom,** the landlord must give you a 20-Day Notice.
- **If you sexually harass the landlord, landlord's employee, or another tenant, and that is a lease violation,** the landlord can give you a 20-day notice. A landlord may also give you this type of notice if the landlord believes you have harassed the landlord, an employee, or another tenant on the basis of race, gender or another protected status.
- **If the landlord finds out you lied** about or left out important information on the rental application, the landlord may give you a 30-Day Notice.
- **If you are living in the rental without being on the lease** and you have not submitted a rental application after the landlord asked you to do so, the landlord can give you a 30-Day Notice.
- **If your lease is expiring and you don't sign the new rental agreement the landlord offers you at least 30 days before the end of the lease term,** the landlord may terminate the tenancy and start an eviction lawsuit. The terms of the new rental agreement must be "reasonable." This reason doesn't apply to you if you already rent with a month-to-month agreement.
- **If you have to register as a sex offender, but do not disclose this** fact on your application or when it happens during the tenancy, the landlord may give you a 60-Day Notice.

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C. 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 a **Summons and Complaint for Unlawful Detainer**. [RCW 59.12.070](#); [RCW 59.18.070 \(2\)](#).

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

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

E. What is a Notice of Appearance?

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

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

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

F. 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.**

G. 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.

H. 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.

I. 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](#).

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

Maybe. A new law says that low-income tenants should have a free lawyer for eviction cases (“Right to Counsel”). Even though the law says this, lawyers may not be available yet. The state government must give money to organizations to hire lawyers. The government is still in the process of giving this money to different nonprofit organizations in the state. The organizations then have to hire new lawyers for tenants.

It may take several months or up to a year for all tenants to have access to a lawyer. It will not be immediate. However, you should still reach out to your local legal aid organization to see if there is a lawyer for you.

K. 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.** Read [Eviction and Your Defense](#) to learn more about your options if you lost an eviction case.

L. 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?

Washington law says you have abandoned the place you were renting **only** if both these are true:

- You owe rent

and

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

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[RCW 59.18.310.](#)

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

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

[RCW 59.18.310](#)

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

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

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

If your things are worth \$250 or less, they must wait only 7 days after mailing you a notice. They can then sell everything **except** family pictures, keepsakes and personal papers.

[RCW 59.18.310.](#)

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

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