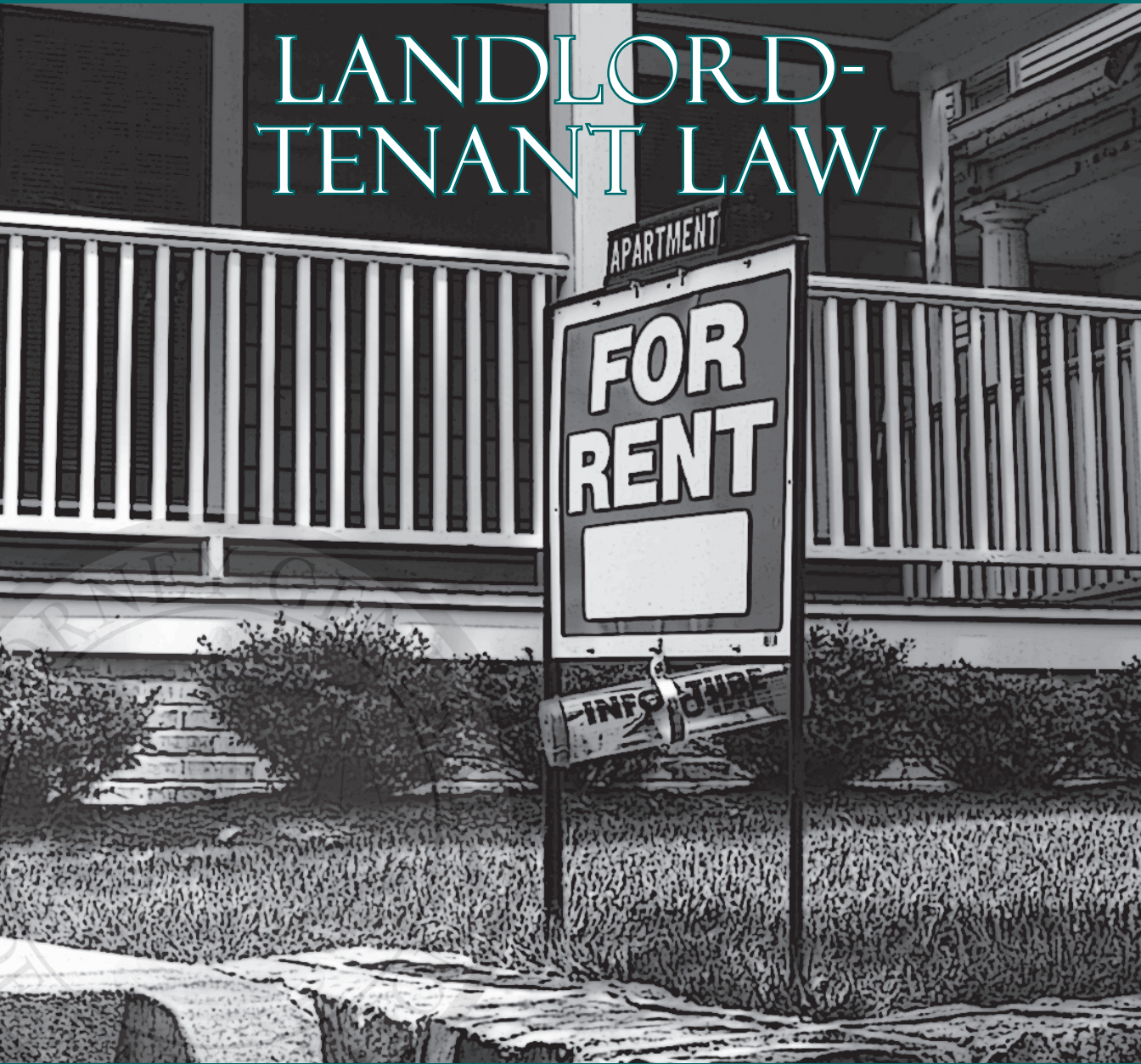


WASHINGTON STATE ATTORNEY GENERAL'S OFFICE

LANDLORD- TENANT LAW



A CITIZENS' RIGHTS PUBLICATION

LANDLORD-TENANT LAW

TABLE OF CONTENTS

Who Is Covered By the Law	2
Exceptions.....	2
Rights of All Tenants.....	3
Moving In	3
Types of Rental Agreements.....	3
Illegal Provisions in Rental Agreements.....	4
Deposits and Other Fees.....	5
Refundable Deposits.....	5
Nonrefundable Fees.....	5
While You're Renting	6
Landlord's Responsibilities.....	6
Tenant's Responsibilities.....	7
If the Landlord Wants to Make Changes.....	8
If the Property is Sold.....	8
Landlord's Access to the Rental.....	9
If the Rental Needs Repairs.....	9
Illegal Actions of a Landlord.....	11
Moving Out	13
Proper Notice to Leave.....	13
Return of Deposits.....	14
Evictions.....	14
Abandonment.....	16
For Further Assistance	17

WHO IS COVERED BY THE LAW?

Most tenants who rent a place to live come under the state's Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law. Furthermore, all tenants have rights under other state laws – even those who are not covered by the Residential Landlord-Tenant Act.

Exceptions

Those who are generally not covered by the Residential Landlord-Tenant Act are:

- Mobile home owners who rent space in a mobile home park. These individuals are usually covered by the state's Manufactured/Mobile Home Landlord-Tenant Act (RCW 59.20). This act applies only to situations where a manufactured home owner rents a lot space, or "pad," for their home in a manufactured housing community or park. Renters of both a space and a mobile home are usually covered by the Residential Landlord-Tenant Act.
- Residents in hotels and motels.
- Residents of public or private medical, religious, educational, recreational or correctional institutions.
- Tenants with an earnest money agreement to purchase the dwelling.
- Tenants who lease a single-family dwelling with an option to purchase, if the tenant's attorney has approved the lease on its face.

- Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- Residents of a single family dwelling that is rented as part of a lease for agricultural land.
- Residents of housing provided for seasonal farm work.
- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

Rights of All Tenants

All tenants have these basic rights under other state laws, regardless of whether they are covered by the Residential Landlord-Tenant Act:

- Right to a livable dwelling.
- Protection from unlawful discrimination.
- Right to hold the landlord liable for damage caused by the landlord's negligence.
- Protection against lockouts and seizure of personal property by the landlord.



MOVING IN

Types of Rental Agreements

A rental agreement between the landlord and tenant sets down the terms that will be followed while the tenant lives in the rental unit.

The following is a description of the two most common types of rental arrangements: *leases and month-to-month rental agreements*. But whatever a rental agreement is called, it's important to read the document carefully to learn its exact terms.

- **Month-to-Month Agreement:** This agreement is for an indefinite period of time, with rent usually payable on a monthly basis. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is being paid, the agreement must be in writing.

A month-to-month agreement continues until either the landlord or tenant gives proper notice to end it.

LANDLORD-TENANT LAW

The rent can be raised or the rules changed at any time, provided the landlord gives the tenant proper notice.

- **Lease:** A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid.

During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree.

A lease for more than one year must be acknowledged like a deed.

Illegal Provisions in Rental Agreements

Some provisions that may appear in rental agreements or leases are not legal and cannot be enforced under the law. These include:

- A provision that waives any right given to tenants by the Landlord-Tenant Act.
- A provision that tenants give up their right to defend themselves in court against a landlord's accusations.
- A provision that limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision allowing the landlord to enter the rental unit without proper notice (for complete information on tenant's right to privacy, see page 7).
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.

- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.
- A provision giving the landlord the right to resort to self-help to remove a tenant. *Gray, et. al. v. Pierce County Housing Authority*, 97 P.3d 26 (Wash. App. 2004)

...at any time ...
...by delivery of written notice ...
...being merged or substantially all of its ...
...may elect to terminate this Lease ...
...condition to such termination, Tenant ...
...surrenders possession of the Premises and ...
...Paragraph 24 and pays to Landlord the ...
...such termination, would be payable under ...
...expiration of the Initial Term.

IN WITNESS WHEREOF, the parties
Lease as of the date first above writt

LANDLORD:

Deposits and Other Fees

When a new tenant moves in, the landlord often collects money to cover such things as cleaning or damage. The money collected may be refundable or nonrefundable.

- **Refundable Deposits:** Under the Landlord-Tenant Act, the term “deposit” can only be applied to money which can be refunded to the tenant. Typical types of deposits include a damage deposit and a security deposit. If a refundable deposit is being charged, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back.
- The tenant must be given a written receipt for each deposit.
- A checklist or statement describing the condition of the rental unit must be filled out. Landlord and tenant must sign it, and the tenant must be given a signed copy. (The Attorney General’s Office offers a free sample checklist for this purpose.)
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord.

For information on returning refundable deposits when a tenant moves out, see page 14.

- **Nonrefundable Fees:** These will not be returned to the tenant under any circumstances. If a nonrefundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A nonrefundable fee cannot legally be called a “deposit.”

- Screening Fees: a landlord may charge a fee for obtaining background information on someone who applies to be a tenant. The fee must be limited to the costs incurred by the landlord in processing the application. RCW 59.18.257

- Non-refundable Cleaning Fees: a landlord may collect money as a nonrefundable cleaning fee. The collection of this fee must be in writing and clearly state that it is nonrefundable. A tenant who pays a nonrefundable cleaning fee cannot be charged for normal cleaning when moving out. RCW 59.18.285
RCW 59.18.253

- Holding Fee: A holding fee can be collected after a unit is offered to the tenant. If the tenant takes the unit, the holding fee must be applied towards the security deposit or the first month’s rent.

LANDLORD-TENANT LAW

WHILE YOU'RE LIVING IN THE RENTAL UNIT

Landlord's Responsibilities

Under the Landlord-Tenant Act, the landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways that endanger the tenant's health and safety.
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather-tight condition.
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity and hot and cold water.
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings.
- Keep common areas, such as lobbies, stairways and halls, reasonably clean and free from hazards.
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant.
- Make repairs to keep the unit in the same condition as when the tenant moved in (except for normal wear and tear).
- Keep electrical, plumbing and heating systems in good repair, and maintain any appliances which are provided with the rental.
- Inform the tenant of the name and address of the landlord or landlord's agent.
- Set water heaters at 120 ° when a new tenant moves in.
- Provide smoke detectors, and ensure they work properly when a new tenant moves in. (Tenants are responsible for maintaining detectors.)
- Provide written notice of whether the building has a fire sprinkler system, an alarm system, a smoking policy (and what that policy is), an emergency notification and/or relocation plan (and what that plan is), and an emergency evacuation plan (and what that plan is). RCW 59.18.060
- Investigate whether a tenant is engaging in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. (See RCW 58.18.180(4))
- Replace a lock or configure an existing one for a new key, at a tenant's expense, when a tenant requests for this to be done after obtaining a court order that grants the tenant possession of a rental unit and excludes a former co-tenant. RCW 59.18.585

Important Note: A landlord is not responsible for the cost of correcting problems that were caused by the tenant.

SEATTLE RESIDENTS:

The city of Seattle imposes more specific maintenance duties on landlords than the Landlord-Tenant Act, particularly in the areas of building and dwelling unit security. (See Seattle Housing and Building Maintenance Code, SMC Chapter 22.206)



Tenant's Responsibilities

Under the Landlord-Tenant Act, a tenant is required to:

- Pay rent, and any utilities agreed upon.
- Comply with any requirements of city, county or state regulations.
- Keep the rental unit clean and sanitary.
- Dispose of garbage properly.
- Pay for fumigation of infestations caused by the tenant.
- Properly operate plumbing, electrical and heating systems.
- Maintain smoke detectors, including replacing batteries.
- Not intentionally or carelessly damage the dwelling.
- Not engage in or allow any gang-related activity (or allow others to do so), including any activity that threatens or injures individuals or their property within other dwelling units. Various factors will be considered in determining whether a tenant is engaged in gang-related activity, including complaints by other tenants to the landlord, damages done to other tenants' property, harassment or threats to other tenants which have been reported to police, and the tenant's criminal history. RCW 59.18.130
- Not engage in or allow others to engage in illegal drug activity, physical assaults or assaults with deadly weapons at the rental premises. Being arrested for these types of offenses may constitute a nuisance that could result in eviction. RCW 59.18.180

LANDLORD-TENANT LAW

- Not permit “waste” (substantial damage to the property) or “nuisance” (substantial interference with other tenants’ use of their property).
- When moving out, restore the dwelling to the same condition as when the tenant moved in, except for normal wear and tear.

If the Landlord Wants to Make Changes

Below are generalizations about the two most common types of rental agreements. Be sure to consult your rental documents to find out how changes can be made in the terms of your agreement.

- **Month-to-Month Agreements:** If the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. (Less notice is not allowed under the law.)

If the landlord wishes to convert the unit to a condominium the tenant must be given a 90-day notice.

The Landlord-Tenant Act does not limit how much rent can be raised, or how often. However, the landlord cannot raise the rent to retaliate against a tenant.

SEATTLE RESIDENTS:

The city requires that landlords who plan to increase rent by 10% or more must give tenants at least 60 days notice. These changes can only become effective at the beginning of a rental period (the day the rent is due).

Tenants of converted units whose incomes are less than 80% of local median income and who elect not to purchase their converted units are entitled to \$500 for relocation assistance per unit.

- **Leases:** Under a lease, in most cases, changes cannot be made unless both landlord and tenant agree to the proposed change or if the lease specifically authorizes the change.

If the Property is Sold

The sale of the property does not automatically end a lease or month-to-month rental agreement.

When a rental unit is sold, tenants must be notified of the new owner’s name and address, either by certified mail, or by a revised posting on the premises.



All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

If the rental is being converted to a condominium, the tenant must be given a 90-day notice under state law.

SEATTLE RESIDENTS:

If an owner of a single-family dwelling unit elects to sell the dwelling unit, the current tenant must be given at least 60 days prior written notice. SMC 22.206.160(C)(1)(f)

Landlord's Access to the Rental Unit

The landlord must give the tenant at least a two-day notice of his intent to enter at reasonable times. However, the law says that tenants must not unreasonably refuse to allow the landlord to enter the rental where the landlord has given at least one-day's notice of intent to enter at a specified time to show the dwelling to prospective or actual purchasers or tenants.

Any provision in a rental agreement that allows the landlord to enter without such notice is not valid under the law.

The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling.

However, a landlord may only enter at reasonable times and may not abuse the right of access to harass the tenant.

In case of an emergency, or if the property has been abandoned, the landlord can enter without notice.

If the Rental Needs Repairs

Required Notice: When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental, the name of the owner, if known, and a description of the problem.

It's a good idea to deliver the notice personally, or to use certified mail and get a return receipt from the post office.

After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those required waiting times are:

- 24 hours for no hot or cold water, heat, or electricity, or for a condition which is imminently hazardous to life.
- 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord.
- 10 days for all other repairs.

While not required to finish the repairs in these time frames, the landlord must see that repairs are completed promptly, and if completion is delayed due to circumstances beyond the landlord's control, the condition must be repaired as soon as possible.

LANDLORD-TENANT LAW

Tenant's Options: If repairs are not started within the required time and the tenant is paid up in rent and utilities, the following options can be used:

- 1. The tenant can move out.** After waiting the required time, the law allows tenants to give written notice to the landlord and move out immediately. Tenants do not have to pay rent for any period following the date of moving out and are entitled to a prorated refund of their rent, as well as the deposits they would normally get back.
- 2. Litigation or arbitration can be used to work out the dispute.** A tenant can hire an attorney and go to court to force the landlord to make repairs. (These kinds of suits cannot be brought in Small Claims Court.) Or, if the landlord agrees, the dispute can be decided by an arbitration service. Arbitration is usually less costly and quicker than going to court.
- 3. The tenant can hire someone to make the repairs.** In many cases the tenant can have the work done and then deduct the cost from the rent. (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

Before having any repairs made by any person capable of doing the work, including a licensed or registered tradesperson if one is required, the tenant must submit a good-faith estimate to the landlord. To speed up the repair process, the estimate can be given to the landlord along with the original written notice of the problem.

When the required waiting period has ended and the landlord has not begun repairs, the tenant can contract with the lowest bidder to have the work done. ***An Important Note:*** If the repair is one that has a 10-day waiting period, you cannot contract to have the work done until 10 days after the landlord receives notice, or five days after the landlord receives the estimate, whichever is later.

After the work is completed, the tenant pays the repair person and deducts the cost from the rent payment. The landlord must be given the opportunity to inspect the work.

There are limits on the cost of repairs which can be deducted. If a tenant contracts the repair work out to a licensed or registered person, or to a responsible person if no other license is required, then the total cost of repairs that may be deducted in this category is no more than one month's rent per each repair, and no more than two months rent in any 12 month period.

If a large repair that affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent. If tenants wish to do this, they should all join in the written notice to repair and should all wait the required time period.

Remember: a tenant must be current in rent and utilities payments to use this procedure.

- 4. The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson.** The tenant must give the landlord proper notice of the problem as outlined on page 9. Then, if the landlord does not begin repairs within the required time, the tenant can make the repairs. The cost of materials and labor can be deducted from the rent.

To use this procedure, the cost of the repairs cannot be more than half a month's rent. And within any 12-month period, the tenant can only deduct a total of one month's rent.

The landlord must be given the chance to inspect the repairs. Work must be properly done and meet local codes. The tenant could be held responsible for inadequate repair work.

- 5. Rent in Escrow.** After notice of defective conditions, and after appropriate government certification of defect, and the waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. This procedure is very technical and cannot be described in full here. For copies of the law (RCW 59.18.115), write to the Code Revisor's Office, or consult your attorney.



Illegal Actions of a Landlord

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

Lockouts: The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information, contact your city or county government.

Utility Shutoffs: The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time.

LANDLORD-TENANT LAW

If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff.

If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to \$100 per day for the time without service, as well as attorney's fees.

Taking the tenant's property: The law allows a landlord to take a tenant's property only in the case of abandonment.

A clause in a rental agreement that allows the landlord to take a tenant's property in other situations is not valid.

If the landlord does take a tenant's property illegally, the tenant may want to contact the

landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to \$100 for each day the property is kept (to a total of \$1,000).

Renting condemned property: The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be liable for three months rent or treble damages, whichever is greater, as well as costs and attorney's fees for knowingly renting the property. If a tenant terminates the tenancy as a result of the conditions, the tenant can recover any prepaid deposit and all prepaid rent.

Retaliatory actions: If a tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action.

Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant.

The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when notice of the change was received.



If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney's fees.

MOVING OUT

Proper Notice to Leave

When a tenant wants to move out of a rental unit, it is important that the proper kind of notice be given to the landlord. The following discusses how to end the two most common types of rental agreements. However, it is important that tenants check their own rental agreements to determine what kind of notice must be given before they move out.

Month-to-Month Rental Agreements:

When a tenant wants to end a month-to-month rental agreement, written notice must be given to the landlord. The notice must be received at least 20 days before the end of the rental period (the day before rent is due). The day on which the notice is delivered does not count. A landlord cannot require a tenant to give more than 20 days notice when moving out.

What if a tenant moves out without giving proper notice? The law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

When a landlord wants a month-to-month renter to move out, a 20-day notice is required.

Leases: If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required.

If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease. However, the landlord must make an effort to re-rent the unit at a reasonable price. When the dwelling is re-rented, the original tenant is only liable for the rent during the time reasonably necessary to re-rent the dwelling, plus any difference between the re-rental price and the original rental price, as well as any costs incurred by the landlord in re-renting the dwelling. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time.

Exception for Victims of Assault or

Domestic Violence: A tenant who is the victim of certain threats by other tenants, threats or assaults by the landlord, or violations of domestic violence protection orders may be able to terminate the rental agreement immediately. There are specific guidelines that must be followed. For further information consult the website www.washingtonlawhelp.org. RCW 59.18.18.352, RCW 59.18.354, RCW 59.18.356

LANDLORD-TENANT LAW

Exception for Members of Armed Forces:

Tenants who are members of the Armed Services may terminate a month-to-month tenancy or a lease with less than 20 days notice if they receive assignment orders that do not allow for giving a 20-day notice. In the event of a lease, the tenant must give 7 days notice to the landlord of the reassignment or deployment order.

RCW 59.18.200

Return of Deposits

After a tenant moves out, a landlord has 14 days to either return deposits, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

Under the law, the rental unit must be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal “wear and tear,” or damage that existed when the tenant moved in. (Under the law, a damage checklist should have been filled out when the tenant moved in.)

The landlord is in compliance with the law if the required payment, statement, or both, are deposited in the U.S. mail with first-class postage paid within 14 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

Evictions

When a landlord wants a tenant to move out, certain procedures must be followed. This section

discusses why landlords can evict tenants, and what methods must be used.

There are four types of evictions under the law, each requiring a certain type of notice:

- **For not paying rent:** If the tenant is even one day behind in rent, the landlord can issue a three day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment
- **For not complying with the terms of the rental agreement:** If a tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies “no pets”), the landlord can give a ten-day notice to comply or move out. If the tenant remedies the situation within that time, the landlord cannot continue the eviction process.
- **For creating a “waste or nuisance”:** If a tenant destroys the landlord’s property; uses the premises for unlawful activity including gang activities or drug-related activities; damages the value of the property; interferes with other tenants’ use of the property; the landlord can issue a three-day notice to move out. The tenant must move out after receiving this type of notice. There is no option to stay and correct the problem. A special exception is made for federally assisted drug-free and alcohol-free housing. A landlord of federally assisted drug-free and alcohol-free housing can evict a tenant if the tenant uses alcohol

or illegal drugs by giving the tenant a written notice stating that the rental agreement terminates in three days. However, the tenant can avoid eviction if the tenant cures the violation within one day from receiving the notice. If a substantially similar violation occurs within six months, the landlord may terminate the tenancy with a three day eviction notice and then the tenant has no opportunity to cure the violation. RCW 59.18.550



- **For no cause:** Landlords can evict month-to-month tenants without having or stating a particular reason, as long as the eviction is not discriminatory or retaliatory. There are various exceptions to this rule.

SEATTLE RESIDENTS:

Landlord can only evict tenants for good cause. There are good cause requirements for public and subsidized housing. If you have questions about your rights, contact one of the agencies listed at the end of this document.

If the landlord wants a tenant to move out and does not give a reason, the tenant must be given a 20-day notice to leave. The tenant must receive the notice at least 20 days before the next rent is due.

The tenant can only be required to move out at the end of a rental period (the day before a rental payment is due).

Usually, a 20-day notice cannot be used if the tenant has signed a lease. Check the specific rental document to determine if a lease can be ended this way.

If the rental is being converted to a condominium, the tenant must be given a 90-day notice under state law.

If a tenant refuses to move: For a landlord to take legal action against a tenant who does not move out, the landlord must first give written notice to the tenant in accordance with the law (RCW 59.12.040). The landlord's options include personal service, service by mail, and service by posting notice in a prominent place on the premises. See the statute to ensure strict compliance.

If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an "unlawful detainer" action.

LANDLORD-TENANT LAW

If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to physically move a tenant out is by going through the courts and the sheriff's office.

Abandonment

Under the law, abandonment occurs when a tenant has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must then be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored, and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the post office.

How long does the landlord wait before selling the abandoned property depends on the value of the goods?

If the total value of the property is less than \$50, the landlord must mail a notice of the sale to the tenant and then wait seven days. Family pictures, keepsakes, and personal papers cannot be sold until 45 days after the landlord mails the notice of abandonment.

If the total value of the property is more than \$50, the landlord must mail a notice of the sale to the tenant and then wait 45 days. Personal papers, family pictures and keepsakes can be sold at the same time as other property.

If the tenant demands the return of the property before it is sold or disposed of, the landlord must return it, but may force the tenant to pay moving and storage costs. The landlord may not force the tenant to pay any back rent or other damages prior to returning the property.

If the property is sold, the money raised by the sale of the property goes to cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant's property and a court later determines there had not actually been abandonment, the landlord



could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

Within 14 days of learning of abandonment, the landlord is responsible for either returning a tenant's deposit or providing a statement of why the deposit is being kept.

WHERE TO GO WITH QUESTIONS AND COMPLAINTS

Role of the Attorney General's Office

In a 1985 decision (*State v. Schwab*), the Washington Supreme Court ruled that Washington State's Consumer Protection Act does not apply to residential tenancies. As a result, the Attorney General's Office Consumer Protection Division does not process complaints related to residential landlord-tenant disputes.

In a 2001 Appellate Court decision (*Ethridge v. Hwang*), the court held that the Consumer Protection Act applies to mobile/manufactured home tenancies. Consequently, the Attorney General's Office does accept and mediate complaints concerning tenancies from individuals who are mobile/manufactured home owners and are renting space for their homes. As an added note, these individuals are covered by the state's Manufactured/Mobile Home Landlord-Tenant Act (RCW 59.20) but are not usually covered by the Residential Landlord-Tenant Act.

FOR FURTHER INFORMATION ON THE LAW:

Statewide Information:

- The Attorney General's Consumer Line Information Service has recorded tapes on landlord-tenant topics. In Washington, call 1-800-692-5082.
- The following website has very good resources for tenants: www.washingtonlawhelp.org.
- You may be eligible for free legal assistance through Northwest Justice Project's (NJP) Coordinated Legal Education Advice and Referral Service (CLEAR). To learn whether you qualify, call the NJP at (206)464-1519 if you live in King County or call CLEAR at 1-888-201-1014 if you live outside King County.

Low income housing:

Department of Housing and Urban Development

909 First Ave.
Suite 190
Seattle, WA 98104
(206) 220-5205
www.hud.gov

For legal assistance in settling disputes:

If you need low cost legal assistance, contact the Washington State Bar Association, or your county bar association and ask about its lawyer referral program. Many communities offer low cost legal clinics. Check with local service agencies to find the one nearest you.

LANDLORD-TENANT LAW

Complaints about discrimination: Washington State Human Rights Commission

1511 Third Ave.
Suite 921
Seattle, WA 98101
(206) 464-6500
Toll-free: 1-800-233-3247
www.hum.wa.gov

Local Resources and Information: BENTON-FRANKLIN COUNTIES Benton-Franklin Community Action Committee

(509) 545-4042
www.bfcac.org

PIERCE COUNTY

**Housing Services - Pierce County
Community Services**
(253) 798-7038 (income limits may apply)
[http://www.co.pierce.wa.us/pc/Abtus/ourorg/
comsvcs/housing/html/1ll-t.htm](http://www.co.pierce.wa.us/pc/Abtus/ourorg/comsvcs/housing/html/1ll-t.htm)

Pierce County Community Action
(253) 798-6937 ext. 5574

**Dispute Resolution Center of Pierce
County**
(253) 572-3657

KING COUNTY

**Bellevue Neighborhood Mediation
Program**
(425) 452-4091
www.cityofbellevue.org

King County Dispute Resolution Center
(206) 443-9603
www.kcdrc.org

**King County Bar Association – Housing
Justice Project**
(206) 267-7090
www.kcba.org

The Tenants Union
(206) 723-0500
www.tenantsunion.org

Legal Action Center
206 – 324 - 6890

Solid Ground
206-694-6767

**Seattle Department of Planning and
Development**
206-684-7899

SKAGIT COUNTY

Skagit County Office of Mediation Services
(360) 336-9494
mediation@co.skagit.wa.us

SNOHOMISH COUNTY

**Dispute Resolution Center of Snohomish
County**
(425) 339-1335
www.wshfc.org/managers/landlord-tenant.htm

SPOKANE

The Dispute Resolution Center of Spokane
(509) 326-8029

(509) 624-2378
voaspokane@aol.com

Columbia Basin Apartment Association

(509) 783-1800
gstack@owt.com

Whatcom County Opportunity Council

(360) 734-5121 From Bellingham
(360) 384-1470 County-Wide
www.oppeco.org

Housing Service Center

(509) 575-6101

Complaints and inquiries about housing codes:

Call your local city or county zoning or building departments.

Also, contact your local Human Rights Commission or Housing Department.



NOTES

[illegible]



LANDLORD-TENANT LAW

The Attorney General's Office provides information and informal mediation to consumers and businesses. If you have a question or want assistance resolving a problem, please contact one of the Consumer Resource Centers listed.

The Attorney General is prohibited from acting as a private attorney on an isolated complaint. If your complaint demands immediate legal action, you should consider private legal action in Small Claims Court (no attorney necessary) if your claim is under \$4,000. If your complaint involves more than \$4,000, you should seek a private attorney. You might also consider arbitration.

CONSUMER RESOURCE CENTERS OFFICE OF THE ATTORNEY GENERAL

Web site.....<http://www.atg.wa.gov>

Statewide.....(800) 551-4636

Bellingham.....(360) 738-6185

Seattle.....(206) 464-6684

Tacoma.....(253) 593-2904

Vancouver.....(360) 759-2150

CONSUMERLINE has taped information on a number of consumer related issues. Residents in Washington can call (800) 692-5082.

FOR FURTHER INFORMATION

The Attorney General's Office has a policy of providing equal access to its services. If you need to receive the information in this brochure in an alternate format, please call (206) 464-668



Provided courtesy of
Rob McKenna,
Attorney General of the
State of Washington