

TENANT’S RESPONSIBILITIES

TENANT SHALL:

1. Pay the rental amount at such times as required by the rental agreement
2. Conform to all reasonable obligations or restrictions which are noted at initial occupancy or mutually agreed upon after proper notice by the landlord.
3. Comply with all obligations imposed by municipal, county, and state codes, statutes, ordinances, and regulations.
4. Keep premises clean and pest free.
5. Properly dispose of all waste and eliminate infestation caused by tenant.
6. Properly use all fixtures and appliances supplied by the landlord.
7. Leave the premises in as good condition as it was at the beginning of the tenancy. Excepting normal wear and tear, tenant will be responsible for any damages/dirt he/she has caused.

TENANT SHALL NOT:

1. Intentionally and maliciously damage, destroy or remove any part of the equipment therein (now a criminal offense).
2. Permit a nuisance or destroy property.
3. Engage in activity hazardous to other tenants or landlord.
4. Unreasonably withhold consent from the landlord to enter the dwelling unit within 24 or 48 hours of a written notice.

LANDLORD’S RESPONSIBILITIES

LANDLORD SHALL:

1. Offer premises fit for human habitation.
2. Maintain the premises to substantially comply with all state and local statutes and codes.
3. Maintain all structural components.
4. Keep any shared or common areas reasonably clean and safe.
5. Except in a single family residence, provide for the control of insects, rodents, and other pests. except when infestation is caused by tenant.
6. Provide tenant with locks and keys.
7. Maintain all electrical, plumbing, heating and other facilities and appliances supplied by landlord.
8. Maintain the dwelling in reasonably weathertight condition.
9. Provide garbage cans and arrange for regular removal of waste, except in the case of single family residences.
10. Provide facilities adequate to supply heat and water as reasonably required by the tenant.
11. Provide working smoke detection devices at move in, and written statements, signed by both parties, copies for both, informing tenant of his responsibility to maintain during tenancy and penalties for failure to do so.
12. Designate to the tenant the name and address of the person who is the owner by statement, rental agreement, or by notice conspicuously posted on the premises.
13. Notify tenant immediately by certified mail of any change of ownership.
14. Designate an agent who resides in the county where the premises are located, if the landlord resides out of state.
15. File unlawful detainer action against tenant who threatens another tenant, within 7 days of notice of tenant’s arrest.
16. Allow a tenant to move immediately if tenant can produce a valid order of protection which has been violated since tenant occupied unit. A pro rata refund of any prepaid rent must be given.
17. If requested, provide receipt to tenant for any money paid.

LANDLORD SHALL NOT:

1. Intentionally shut off a tenant’s utilities.
2. Lock out a tenant.
3. Confiscate a tenant’s personal property.
4. Enter premises without proper notice except in emergency.
5. Attempt to physically remove a tenant from the premises.
6. Threaten tenant with firearm or other deadly weapon.
7. Attempt to evict the victim of onsite threats or violence.

APPLICATION FEE/HOLDING DEPOSIT

1. Collection of waiting list fee is illegal.
2. Landlord must provide applicant with receipt for holding deposit or fee plus written statement of conditions, if any, under which money is refundable.
3. If tenant does occupy unit, landlord must apply said money to first month’s rent or security deposit.
4. If tenant does not occupy unit, landlord must handle said money in accordance with written statement provided to applicant at time money was paid.
5. This holding charge does not include any cost charged by landlord to run application check.
6. Landlord may charge applicant for actual tenant screening charges, or actual costs, if he does own screening; not to exceed amount charged by screening company.
7. Landlord must provide applicant with written explanation of screening process, applicant’s right to dispute accuracy, and name and address of screening company, if one is used.

RENTAL AGREEMENTS

Rental agreements establish the condition for use and occupancy of a dwelling unit.

MONTH-TO-MONTH TENANCY:

1. Rental agreements establish the condition for use and occupancy of a dwelling unit.
2. Rental agreements must be in writing if money deposit is required.
3. Rental agreement and Property Condition Report must be signed, dated and copy given to tenant before they move in.

TERM LEASE: A lease is a written contract to occupy a premises for which rent is received. It must have specified beginning and ending dates, and is binding to both tenant and landlord.

WAIVER OF RIGHTS:

The Rental Agreement between landlord and tenant cannot:

1. Force a tenant to waive any legal rights or remedies.
2. Let the landlord sue the tenant without notice (confession of judgment clauses).
3. Force a tenant to pay attorney’s fees except as authorized by law.
4. Allow the landlord to confiscate the tenant’s property (without written agreement from the tenant).
5. Designate a particular arbitrator.

RULES OF TENANCY: A landlord may change the rules of tenancy in a month-to-month tenancy by giving the tenant a written notice of thirty (30) days before the end of the rental period.

RENT INCREASES: To increase the rent in a month-to-month tenancy the landlord is required to give the tenant written notice of thirty (30) days before the end of the rental period. Rent cannot be raised during lease period.

DEPOSITS

THE LANDLORD MUST:

1. Describe the terms and conditions under which a deposit may be withheld.
2. Place all deposit money received from the tenant in a trust account with a bank, savings and loan association or licensed escrow agency in the state of Washington.
3. Give the tenant a receipt for the deposit money, indicating the location of the trust account and notifying him in writing of any change in the account’s location.
4. Mail the deposit with specific accounting for any amount withheld within fourteen (14) days after the tenant vacates.
5. Not withhold a deposit for normal wear and tear resulting from ordinary use of the premises.
6. Be liable for the amount of the deposit, for failure to comply with deposit requirements.

DEPOSIT/FEEES

1. If money paid to the landlord is non-refundable, it must be called a fee and must clearly specify that it is non-refundable.
2. No deposit may be collected without a written contract.
3. If all or part of deposit can be withheld as damages, there must be a written agreement and it must be stated clearly.
4. Rental agreements that require money fees and deposits must be in writing. Property Condition Report must be filled out, signed and dated by the landlord and tenant, and a copy provided.

REPAIRS

1. A tenant must always give the landlord written notice of a requested repair, and be current with rent.
2. A tenant must allow a landlord a “reasonable” time to repair, The time varies with kind of defect.
 - 24-hours to begin to restore heat or water or fix a really hazardous condition.
 - 24-hours to begin to restore hot water or electricity not more than 72-hours where the defective condition deprives the tenant of the use of refrigerator, range and oven, or a major plumbing fixture supplied by the landlord.
 - 10-days to begin to make repairs in all other cases.

Where circumstances beyond the landlord’s control, including the availability of financing, prevent him from complying with the time limitations set forth, he shall endeavor to remedy the defective condition with all reasonable speed.

3. Landlords or tenants may notify local health or building department of possible health or building code violations.
4. The following remedies may be used if the tenant’s rent and his utilities are current and the landlord does not repair within a reasonable time after receiving written notice.
 - Move out. The tenant can give written notice and move out immediately without forfeiting any prepaid rent or deposit owed him/her.
 - Repair and Deduct. If the premises need repairs which require a licensed repairman or will cost two month’s rent or less, the tenant may:
 - Give the landlord one bid from a licensed repairman for performance of the repairs. This may be submitted at the same time as the written notice of defect.
 - If the landlord fails to start repairs within a reasonable time after receiving the written notice and bids, the tenant may contract with the bidder to perform the work.

- The tenant must make arrangements to pay the repairman.
- The tenant must give the landlord an opportunity to inspect the work.
- The tenant may deduct the cost of repairs from the next month’s rent. Deductions cannot exceed two month’s rent in any 12-month period.

★ **Self-help Repairs.** If cost of repairs does not exceed one month’s rent and the landlord fails to start repairs within a reasonable time, the tenant may repair the defective condition in a workman like manner. Tenants are authorized to repair broken locks after notice to the landlord, but must provide the landlord with keys.

After allowing the landlord an opportunity to inspect the work, the tenant may deduct the cost (material and labor) from the next month’s rent.

The tenant may not deduct more than one month’s rent, whichever is less, in any 12 month period.

★ **Have Rent Reduced.** In case of a serious defect, a court or arbitrator may determine that rent should be reduced until defect or defects are corrected.

TENANT’S RIGHT TO PRIVACY

1. The landlord does not have a legal right to enter a tenant’s dwelling without the consent of the tenant, or a court order, except in cases of emergency, abandonment, or with 48 hr. notice to inspect.
2. The landlord must give tenant 24 hour written notice before entering dwelling to show to prospective new tenant or buyer.
3. The tenant must not unreasonably refuse the landlord access to the premises to inspect, to make repairs or supply services or show prospective tenants or buyers.
4. The landlord must not use the right to enter the premises to harass the tenant.
5. The landlord’s right to access for legitimate purpose extends to time of day that is reasonable for tenant/repairmen.

RETALIATION

1. The landlord is prohibited from retaliating against the tenant for reporting code violations or exercising any of his right under the Landlord-Tenant Act.
2. A retaliatory action includes unlawful eviction, rent increase, reduction of services or an increase in tenant’s obligation.
3. Any act by the landlord within ninety (90) days of the tenant’s exercising his right under the Act may be presumed to be retaliatory.
4. Any complaint made by the tenant to a governmental authority within 90 days of a proposed rent increase or other action by the landlord, made in good faith, may be presumed to be retaliatory.
5. Tenant must be paid up in rent before complaining.

TERMINATION OF TENANCY

BY TENANT:

1. A periodic tenancy (month-to-month) may be terminated by giving the landlord or his agent written notice twenty (20) days before the end of the rental period.

BY LANDLORD:

1. A periodic tenancy (month-to-month) may be terminated, with or without cause, by giving the tenant written notice of twenty (20) days before the end of the rental period. (except Seattle)
2. The tenancy may be terminated before the end of the term if both parties are in agreement.
3. The landlord may terminate the tenancy of a shorter notice in the following situations:
 - Failure to pay rent - 3 day notice.
 - Breach of rental agreement or lease - 10 days notice to comply.
 - Destruction of property, causing a nuisance, conducting an illegal business on the premises - 3 days notice for waste/nuisance.
 - Trespassing - 3 days notice. It is a crime for a person to remain unlawfully in a rental unit.
 - Rent escrow - 3 day notice. File with court: tenant served, and has 7 days to answer.

EVICTIION/UNLAWFUL DETAINER

1. A tenant cannot be physically removed from a premises for any reason until the following process is complete:
 - If a tenant refuses to move out after a tenancy has been terminated, the landlord may bring an unlawful detainer action to evict the tenant.
 - If the court finds in favor of the landlord, the court will issue a Writ of Restitution directing the Sheriff to remove the tenant.
 - The tenant may be required to pay the landlord’s damages and attorney’s fees, and will still owe unpaid rent.
2. Unless a tenant objects, his property will be stored, and tenant will be liable for moving and storage costs and must pay such costs before receiving property. If tenant objects to storage of property, it can be placed on nearest public property; the street.

ABANDONMENT

1. The tenant is said to have abandoned the premises whenever he/she fails to pay the rent when due and indicates by words or actions an intention not to continue the tenancy.
2. If the tenant abandons the premises, the landlord must immediately attempt to re-rent the dwelling unit.
3. In cases of abandonment, the landlord may immediately enter and take possession of any property.
4. If the property has a cumulative value of \$50 or less, excluding personal effects, the landlord may sell the property 7 days after notice of sale is mailed to the tenant. Property valued over \$50 must be stored for forty-five (45) days, after which it may be sold.
5. The property need only be stored in a reasonably secure place and tenant notified promptly that it is stored.
6. Tenant must pay actual moving and storage costs before claiming return of property.
7. Notice of the intended sale must be mailed to the tenant seven days prior to sale.
8. The income from the sale may be used to cover the landlord's expenses due to abandonment including moving and storage costs.
9. A tenant who abandons may be liable for one month's rent in a month-to-month tenancy or the remainder of the rent due under a term lease.
10. The tenant's rent will be reduced by the amount of rent received from the new tenant.
11. Any excess income derived from the sale of tenant's property shall be held for one year for tenant. After one year, the balance shall be the property of the landlord.

GANG ACTIVITY

Landlord must investigate gang activity claims made by neighbor or tenants within 10 days of written request and start unlawful detainer action if warranted. Failure to do so; complaining party may do the unlawful detainer, and landlord will be liable for costs.

FIRE SAFETY

Tenants in multi-family housing (duplexes and larger) must be given "Notice of Smoke Detection Device(s) and Fire Safety & Protection Information". Both parties must sign and have copies. (NEW)

LANDLORD CLAIM

1. Landlord can claim compensation from any law enforcement agency for property damaged during a drug raid. Money to come from seized assets of tenant.
EXCEPTIONS:
 - a. Landlord knew of illegal activity.
 - b. Landlord failed to start unlawful detainer within 7 days after police notice of tenant's illegal activity.
2. Landlord must first apply any funds remaining in tenant's deposit toward repair of damage directly caused by law enforcement.

SETTLING OF DISPUTES

SOURCES OF HELP:

DISPUTE RESOLUTION CENTERS: Low cost mediation services.

LEGAL SERVICES: Low-income people may contact the nearest Community Action Committee (CAC).

SMALL CLAIMS COURT: Allows parties to settle money disputes under the amount of \$4000 without an attorney. It is useful for retrieval of deposits, back rent and damages. Costs should not exceed \$15.00.

EXEMPTIONS

Not every tenant is covered by the Landlord/Tenant Act. Exemptions include:

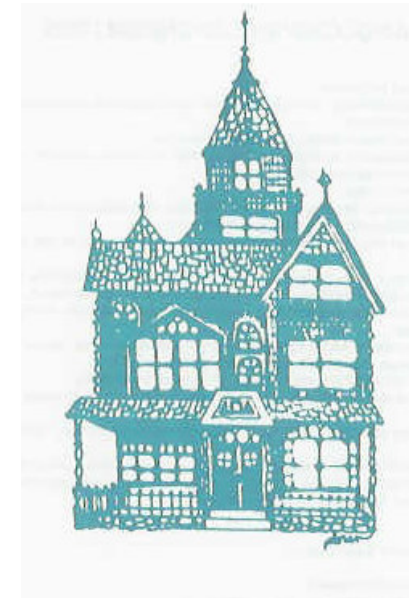
1. Institutions, public and private, where residence is incidental to detention or the provision of medical or similar services.
2. College residences.
3. Purchases under bona fide purchase money agreement or option to buy.
4. Transient lodging: hotels, motels, etc.
5. Family residence incidental to lease of agricultural land.
6. Housing for seasonal agricultural employees.
7. Tenant/employee whose right of occupancy is dependent upon his employment.

DISCRIMINATION

The law forbids discrimination in housing based on sex, marital status, race, creed, national origin, familial status and physical or mental handicap. Violation should be reported to the local office of the Washington State Human Rights Commission.

A SUMMARY OF THE RESIDENTIAL LANDLORD - TENANT ACT OF 1973 -RCW 59.18 & 59.12

Revised and Amended
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