

TENANTS' RIGHTS

All tenants in the state of Washington do have rights when it comes to maintenance and repairs. The following outline should help in making these rights known.

1. A tenant must be current with their rent and give the landlord/manager a written request for the repair.
2. A tenant must give a landlord a "reasonable" time to begin the repair. The time varies with the kind of defect.
 - a. 24 hours to begin to restore heat, water, or fix a really hazardous condition.
 - b. 24 hours to begin to restore hot water or electricity.
 - c. Not more than 72 hours (3 days) to begin work where the defective condition deprives the tenant the use of refrigerator, stove/oven, or a major plumbing fixture supplied by the landlord.
 - d. 10 days to begin to make repairs in all other cases.
 - e. Where circumstance beyond the landlord's control, including the availability of financing, prevent him from complying with the time limitations set forth, he shall try to do the repair with all reasonable speed.
3. The following remedies may be used if the tenant's rent and utilities are paid and the landlord does not repair within a reasonable time after receiving written notice
 - a. repair and deduct. Give the landlord one estimate from a licensed repairman for performance of the repair. This may be given at the same time as the written notice of the need for the repair.
 - b. If the landlord fails to start repairs within the required time after receiving the written notice and estimate, the tenant may contract with the repairman to do the work.
 - c. The tenant must make arrangements to pay the repairman
 - d. The tenant must give the landlord the chance to inspect the work.
 - e. The tenant may deduct the cost of repairs from the next month's rent. These deductions cannot exceed two month's worth of rent in a 12 month period.
4. Self-help repairs. If the repair can be done by the tenant and will not cost more than one month's rent, and the landlord fails to start the repair in a reasonable time, the tenant may make the repair in a workman like manner. After allowing the landlord a chance 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 in a twelve month period.
5. Move out. The tenant may give written notice and move out immediately without forfeiting any prepaid rent.
6. Tenants or landlords may notify the local health department or building department of possible health or building code violations.

RETALIATION

1. The landlord is prohibited from retaliating against the tenant for reporting code violations or exercising his rights under the Landlord-Tenant Act.
2. A retaliatory action includes unlawful eviction, rent increase, reduction of services, or an increase in the tenant's obligations.
3. The landlord can not retaliate against the tenant for 90 days after the tenant has exercised his rights under the Landlord-Tenant Act.

Landlords do not have to repair tenant caused damage while the tenant is still residing in the property.

IF TENANTS OR LANDLORDS HAVE ANY QUESTIONS CONCERNING THEIR RIGHTS OR RESPONSIBILITIES UNDER THE LANDLORD-TENANT ACT THEY MAY CALL 783-1800 FOR A REFERRAL TO AN "ANSWER PERSON".