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Chapter 59.18 RCW
Residential landlord-tenant act

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Rental Rights

The Washington State Landlord Tenant Laws

By
Natalie Danielson

This 3 clock hour real estate course focuses on the Washington State Landlord Tenant Act. It affects all the property managers, landlords and tenants in the state. Both the landlords and the tenants have rights and violating the law can have serious consequences for either party. It is important as a real estate agent to have a working knowledge of the law because almost every agent at one time or another dabbles in property management to some extent.

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Clockhours by Mail

1. You will be provided with a booklet of with the class material. It is for use as a clockhour class under Professional Direction. Any other use by permission only.
2. The course has been divided up into one hour sessions. In Washington State a “clock hour” is 50 minutes. There are questions about each session. They can be answered while reading the material, at the end of the session, or at the end.
3. **Answer** the questions on the quiz answer sheet.
4. If you have any questions regarding the material or the questions, don’t hesitate to email Natalie Danielson.
5. **Email** Answer Sheet and Evaluation to Professional Direction.
6. The certificate will be emailed As soon as reasonably practicable.

Disclaimer.. the course materials and questions are not to be used for legal advice. Information can change over time. Real estate transactions are handled different ways in different regions in the State of Washington. If you have any comments or concerns about the material contact Professional Direction.

Thanks!

Natalie Danielson

PROFESSIONAL Direction
www.clockhours.com
Email: clockhours@gmail.com

Rental Rights

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Curriculum

Session Hours	Major Topics	Materials	Assignment
1/2 hour	WA Real Estate License Laws for Property Management	Booklet	Read Material
1 hour	Responsibilities of landlords and tenants	Booklet	Read Material
1 hour	Rental Agreements	Booklet	Read Material
1/2 hour	Terminating Tenancy	Booklet	Read Material Take quiz

Rental Rights

Washington State Landlord Tenant Laws

Property Management is an area of real estate that can include managing one single apartment unit to managing hundreds of units. Property managers are bound by the Washington State Residential Landlord Tenant Act. In addition to the state laws, some local jurisdictions have strict landlord tenant laws such as the city of Seattle.

The profession has not been standardized. There are no widely used common forms, there are no similar job descriptions and there is no formal training for all aspects of the industry. It is one area that real estate agents often get themselves in trouble for not knowing the laws.

Learning Objectives

As a result of taking this course the student shall be able to do the following:

- WA state license Laws pertaining to Property Management
- Identify responsibilities of landlords and tenants.
- Discuss types of agreements
- Differentiate fees and deposits.
- Explain obligation and time frame for repairs.
- Discuss privacy and personal property issues.
- Identify types of retaliation.
- Discuss termination of tenancy.
- Know the process to evict a tenant.

Section 1

WA Real Estate License Laws for Property Management

In the State of Washington, the Landlord-Tenant Act RCW 59.18 is the law governing residential rentals. It does not cover commercial leases. In addition, there are some other exceptions.

Washington State License Law covers property managers from agency duties to disclosure. . It is required to be licensed to practice real estate including property management. In the past year Brokerage Services Agreements are required for landlords and tenants.

There may also be county and city ordinances that may apply in your area. There are federal laws that govern Section 8 tenants. The Writ of Habitability and Writ of Quiet Enjoyment are implied warranties.

Federal fair housing laws, as well as state, city and local anti-discrimination laws apply.

Contract laws are applicable whenever signing a residential rental agreement or lease. They must be in writing according to the Statute of Frauds to be enforceable.

Most importantly...NO property management is to be done by an agent for another party/owner without working under the Designated Broker. You are not to be advertising, showing, filling out contracts or any aspect of renting property without your designated broker knowledge and consent even if you are not earning a commission! Any changes to the property management agreement with the client must be signed by the client and the Designated Broker. RCW 18.85 License law requires an active real estate license for:

“Performing property management services, which includes with no limitation: Marketing; leasing; renting; the physical, administrative, or financial maintenance of real property; or the supervision of such actions.”

All property managed by a firm must be supported by a written management agreement. Unlike listing agreements, for example, the management agreement requires the signature of the firm’s Designated Broker according to WAC 308 124 C.

“All properties managed by the firm must be supported by a written management agreement signed by the owner and designated broker and retained.”

Property Management Agreements

Property management agreements are required under WA Laws signed by the Designated broker. All agreements must include:

- The firm's compensation;
- The type (i.e., apartments, industrial) and number of individual units in the project or square footage (if other than residential). License laws include commercial and industrial. Landlord/Tenant laws cover residential housing.
- Whether or not the firm is authorized to collect funds and disburse funds and for what purposes;
- Authorization, if any, to hold security deposits and the manner in which security deposits may be disbursed; and
- The frequency of furnishing summary statements to the owner.

Required Summary Statement

The firm must provide a summary statement to each owner for each property managed. The designated broker is to retain a true copy of this statement. It must include:

- (a) Balance carried forward from previous summary statement.
- (b) Total rent receipts.
- (c) Owner contributions.
- (d) Other itemized receipts.
- (e) Itemization of all expenses paid.
- (f) Ending balance.
- (g) Number of units rented or square footage if other than residential.

Can you identify possible violations?

There are real estate brokers who manage property for others without running anything by their firm which is a violation of real estate license law! Do not at any time think these are ok!

A real estate Broker has sold a couple investment properties for an Investor. The real estate Broker was asked by the Investor if they would help them run some ads to find a Tenant.

The Broker ran some Facebook ads and an ad in the local paper online. Prospects arrived at the properties to preview.

The broker didn't hand out business cards or disclose that they were an agent as they held the rental property open house.

The Broker handed out applications to interested parties and said to return to the Investor's email address by a certain date.

The Broker suggested to the Investors that they also had the rental agreements to use for the prospective Tenants.

The Broker went over the application with the Investors. The Investors preferred a married couple with few kids.

The Investors chose a couple of the applicants after running their credit report.

The Tenants moved in at the first of the month. They were not given a move in-move out form. Their deposit was collected and deposited into the Investors personal rental account.

The Investors were impressed by all the work the Broker did that they presented the Broker with a few gifts.

Have you identified any of the issues that would be affected by license law? Where did the broker violate license laws? Here are just a few!

The Broker did not have a management agreement signed by the Investors and the Designated Broker. This is a specific law! There are requirements as to what is on the agreement.

It is required to have a list of criteria from the owner for all applicants. This helps make the application and choices more objective.

The Broker should not have discussed any property management issues with the Investors without having a brokerage services agreement in writing according to Agency Law.

The Broker did not give an Agency pamphlet to the Prospective Tenants at the time they performed Brokerage Services. Who is the Broker representing. What about a brokerage services agreement? Limited dual agency?

The Broker should not have been performing property management activities outside of their firm. There must be a property management agreement with the investors and designated Broker.

The Broker should not be discussing anything with the landlord that would violate Federal and State Fair Housing Laws. The owners/landlords do not have the right to choose Tenants based on any type of criteria about their background. WA state law is the Law against discrimination and applies to ALL real estate transactions.

The Investors are not to collect deposits without a mutually signed move in-move out agreement.

The Broker was compensated directly for their activities. Compensation must be given directly to the Designated Broker/ Firm. The broker is only to be paid by the firm.

What other violations happened during this transaction to rent the property?

Section 2

The Landlord and Tenant Responsibilities

Knowledge of the Washington State Landlord-Tenant Act is imperative for any real estate agent that at any time gets involved in property management in any way. It is known as the Residential Landlord-Tenant Act of 1973 and can be found in RCW 59.18. A full copy of the law is available from the Department of Licensing. The link is <http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18>

The landlord is the owner, lessor, or sub-lessor of the dwelling unit. It means any person designated as a representative of the owner or lessor including a resident manager or a designated property manager. A dwelling is a structure or part of a structure which is used as a residency or a sleeping place by one or more persons including, but not limited to, single family home, apartment buildings, and mobile homes.

Exemptions from the Landlord Tenant Act

The following are exempted from the Act.

1. Institutions, public and private, where residence is incidental to detention or the provision of medical or similar services.
2. Occupancies under bona fide purchase money agreement or option to buy.
3. Transient lodging including hotels, motels, etc.
4. A family residence incidental to the lease of agricultural land.
5. Housing for seasonal agricultural employees.
6. A tenant who's right to occupancy is dependent upon his employment.
7. Space in a mobile home park.
8. Tenants who lease a single family dwelling for one year or more, who have had their attorney approve the exemption.
9. Property used for commercial purposes.
10. Active military personnel are exempt from some topics.

Answer Questions at the end on the Answer Sheet!

- 1. Does the law cover tenant leases of retail space in a strip mall?**
- 2. Give an example of a rental property that is exempt from the law?**

The Landlords Responsibilities

Screening and Advertising

It is imperative that brokers, landlords, and property managers follow the laws regarding fair housing and anti-discrimination when representing a property or person.

Screening Tenants

The purpose of fair housing laws is to make sure that potential prospects are given opportunities for housing regardless of their personal background.

It is a Washington State law that you must create “screening criteria” in writing for the applicants for a rental. RCW 59.18.257. The prospective tenants can determine if they meet your minimum qualifying requirement and the screening fee they will need to cover.

The minimum requirements you might consider include:

- Employment history
- Income Requirement
- Credit history
- Rental history
- Sex Offender records.
- Criminal records.

HUD Guidance explains using criminal history to screen, deny lease renewal, evict, or otherwise exclude individuals from housing may be illegal under the Fair Housing Act. Based on studies showing inequity in its justice system, therefore, it is illegal to include any blanket bans related to criminal history in advertising, practice or policy. Housing providers must not deny tenancy based on a person's criminal history without demonstrating actual safety risk or adverse impact on their business. The use of advertising such as "no felons" that automatically excludes people with arrest records, conviction records, or criminal history could violate the HUD guidelines.

The requirements should also include rental policies including smoking in the property, pets, and required fees and documentation.

It is important to avoid having conversations with prospective tenants so as to not be in the position to be screening them on the phone or in person. Definitely, have them fill out the application. Discussing government rent programs, their credit, criminal record or their possible criminal background could put the landlord in a situation that could be perceived as discriminatory.

Seattle's "First in Time" Law requires that the landlord rent to the FIRST qualified applicant.

Advertising under Fair Housing/Anti Discrimination laws

Under the federal laws, advertising using any discriminatory language is a violation. No advertising should show any limitation or preference regarding a prospective tenant regardless of the location, size, or ownership of the property!

The landlord and property management must make housing available to all prospective tenants in a fair and equitable way. The first step is to advertise for prospective tenants without having words that would exclude a tenant without an application and screening criteria.

For example, advertising using words that might try to eliminate prospective tenants would be against laws and guidelines might include “no immigrants,” “no children,” seniors only (unless it meets the HUD requirements for senior housing), no felons, “only English speaking apply,” etc.

Federal, state, and local protected classes

The simplest way to avoid Fair Housing complaints is by welcoming all tenants the same. There are protected classes from Federal to local municipalities.

The protected classes under the Federal Fair Housing Act include: Race, Color, Religion, Sex and LGBTQ..., Natural Origin, Familial Status and Disability.

In WA State the protected classes include Religion, Race (including traits associated with race including hair styles), color, national origin (which includes lack of English proficiency LEP), Sex (including pregnancy, sexual orientation gender identity), Age, Disability, Genetic information including family medical history, marital status, citizenship or Immigration, families with children, honorably discharged veteran or military status, use of trained dog guide or service animal.

According to the Seattle Office of Civil Rights, housing providers show fair housing by:

- Gladly receiving inquiries from all.
- Applying fair and equitable criteria when evaluating applicants.
- Enforcing rules equally and without discrimination.
- Setting rents, deposits and fees without discrimination.
- Responding to repair requests and other tenant concerns equally.
- Providing reasonable accommodations for people with disabilities.

Citizenship status is a protected class in WA

In WA State immigration/Citizenship status was made a protected class in the year 2020. Property managers and landlords must not treat prospective tenants or current tenants differently due to citizenship or immigration status.

A landlord must accept alternatives to social security number when screening prospective tenants including but not limited to resident card, military card, school ID or drivers license. Also Foreign passport, citizenship or consulate card, certificate of Naturalization, or INS I-864 sponsorship verification. The prospective cannot be charged a higher security deposit or or higher rent if they use alternate methods of identification. Housing providers cannot notify or threaten to notify immigration authorities. The housing provider must take action if a tenant is being harassed by another tenant.

Limited English Proficiency

In the US according to HUD fair housing protections should include persons with limited English Proficiency. It includes a persons limited ability to read, write or speak English. A housing provider is prohibited from using LEP to cause an unjustified discriminatory effect. Approximately 9% of the population in US are LEP. In most cases they ar their family member are from non English speaking countries. Housing providers cannot discriminate a restriction against them as tenants. LEP persons may speak English well enough to conduct essential housing-related matters or have a household member who can provide assistance as needed so there can be communication.

According to HUD in guidelines in 2016, allowing a tenant (or home-buyer, mortgage-borrower, etc.) a reasonable amount of time to take a document, such as a lease, to be translated, could be a less discriminatory alternative. Other less discriminatory alternatives in an LEP case might include obtaining written or oral translation services or drawing upon the language skills of staff members. Similarly, if the family has a member who speaks English or brings another person along to interpret, agreeing to communicate through these individuals could be an alternative.

The languages that the residents speak amongst themselves or to their guests do not affect the housing provider or neighbors.

The landlord must Provide, Repair and Maintain

A landlord includes anyone designated as a representative of the “owner, lessor, sublessor,” including but not limited to an agent, resident manager, or designated property manager.

The landlord shall at all times keep the premises fit for human habitation. The warranty of of habitability is implied on a federal level. The property must be livable from structure to utilities.

1. Maintain the premises to substantially comply with all state and local statures and codes.
2. Maintain all structural components.
3. Keep any shared or common areas reasonably clean and safe.
4. Provide for the control of insects, rodents, and other pests, except in a single-family residence.
5. Make repairs when not attributed to normal wear and tear.
6. Provide the tenant with locks and keys.
7. Maintain electrical, plumbing, heating and appliances supplied by the landlord.
8. Maintain the dwelling in a reasonably weather tight condition.
9. Provide garbage cans and regular removal of waste, except for 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 a written signed smoke alarm notice.
Must disclose if there is an alarm system, a smoking policy and and emergency evacuation plan.
12. Provide tenant with info on the health hazards of indoor mold and how to control growth. Also must provide information on mold from HUD.
13. The landlord and agents are immune from civil liability for failure to comply with #12 except where

the landlord knowingly did not comply.

14. Provide the tenant written notice of the name and address of the person who is the landlord.

Immediately notify the tenant by certified mail of any change of landlord.

Designate an agent who in the county of rental if the landlord resides out of state.

Tenant's Right to Privacy

1. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
2. In cases of emergency, abandonment or with 48 hours notice to inspect, a landlord does not have a legal right to enter the rental unit of a tenant without the consent of the tenant.
3. To show a rental unit to a prospective tenant or purchaser, a landlord must give the present tenant written notice 24 hours in advance. A tenant must not unreasonably refuse landlord access to the rental unit to inspect, make repairs, supply services or show prospective tenants.
4. A landlord cannot use the right to enter the unit to harass the tenant.
5. A landlord has the right to enter the rental unit only at a time of day that is reasonable.

Tenant's Personal Property

Any provision in a rental agreement creating a lien upon the personal property of the tenant is not legal. Any landlord who takes or detains the personal property of the tenant without the specific written consent of the tenant may be liable for damages of up to one hundred dollars per day.

Property left when tenant abandons property

In cases of abandonment, the landlord may enter and take possession of any property.

1. If the property has an accumulative value of \$50.00 or less, excluding personal effects, the landlord may sell the property 7 days after a notice of sale is mailed to the tenant.
2. Property valued over \$50.00 must be stored for 45 days, after which it may be sold. It must be in a secure place and tenant notified.
3. The tenant must pay the actual moving and storage costs before the stored property may be claimed.
4. Notice of any intended sale of the property must be mailed to the tenant.
5. Income from the sale of any property may be used to cover money due the landlord, including moving and storage costs.
6. Any excess funds derived from the sale of a tenant's property shall be held for one year and after one year those funds belong to the landlord.

Can a Landlord do that? Doesn't the tenant have rights?

1. Intentionally shut off a tenant's utilities. The landlord cannot just shut off the heat, water, power or other utilities even if rent is not paid.
2. Lock out a tenant. No matter how angry a landlord is about a tenant not paying rent, doing drugs, making noise, the landlord cannot lock out a tenant.
3. Confiscate a tenant's personal property. If the tenant has stuff all over the yard and is a hoarder inside, there is no right for a landlord to touch the tenant's belongings unless the tenant has abandoned the property. If there is any question, the landlord may have to put stuff in safe storage.
4. Enter the premises with proper notice, except in an emergency. If the water is flooding or there is a problem inside that needs repair immediately, the landlord can enter. But it must be a valid emergency.
5. Attempt to physically remove a tenant from the premises. It's not a meeting of the muscles. The landlord cannot go after the tenant.
6. Threaten a tenant with a firearm or other deadly weapon. Of course not.
7. Attempt to evict a tenant who has been a victim of on-site threats or violence. If the tenant is a victim, the landlord cannot get rid of the tenant assuming the tenant is the problem. It might be domestic abuse, for example.
8. Rent property, which has been condemned or could be deemed unlawful to occupy due to code violations. Back to the property must be habitable.

Responsibilities of the Tenant

The tenant has responsibilities living in a property without ownership.

The tenant has the responsibility to live up to the agreement and respect the property. There are consequences if the tenant does not maintain the property and pay rent.

1. Pay the rental amount at such times as required by the rental agreement. The agreement should stipulate how that rent is paid and when.
2. Conform to all reasonable obligations or restrictions that are noted at initial occupancy or mutually agreed upon after property notice by the landlord.
3. Comply with all obligations imposed by municipal, county and state codes, statutes, ordinances, and regulations. Selling drugs, keeping junk that could be dangerous, violating codes and ordinances from loud music to violating parking rules.
4. Keep the rental unit clean and sanitary.
5. Properly dispose of all waste and eliminate infestation caused by tenant. If the infestation is not caused by the tenant and was there prior, the tenant is not liable.
6. Properly use all fixtures and appliances supplied by the landlord.
7. Leave the premises in as good a condition as it was at the beginning of the tenancy except normal wear and tear. Tenants are responsible for any damages they have caused.
8. The tenant must maintain the smoke detector, including battery replacement. It must be working at the start of the tenancy.
9. Upon termination and vacation, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by failure of the landlord to comply with his or her obligation. The tenant shall not be charged for normal cleaning if the tenant has paid a nonrefundable cleaning fee.

Do you Believe the Tenant did that?

Landlords will tell you that the problems with tenants are numerous.

The number one problem landlords face is unpaid rent. The second major problem is the condition the tenants leave the property.

1. Intentionally and maliciously damage, destroy or remove any part of the structure, equipment, furniture or appliances, nor permit any other person to do so.
2. Permit a nuisance or destroy property.
3. Unreasonably withhold consent from the landlord to enter the dwelling unit within 24 or 48 hours of a written notice.
4. Engage in drug related activity or allow anyone else to engage in drug related activity at the rental property.
5. Engage in any activity on the rental property, which is:
 1. Hazardous to the physical safety of other persons
 2. Involves physical assaults upon another person which results in an arrest
 3. Involves the use of a deadly weapon, which results in an arrest.

Section 3

Rental Agreements

If the landlord collects money as a deposit, the Rental Agreement must be in writing. Both the Rental agreement and a written checklist detailing the cleanliness and condition must be signed and dated by the landlord or his agent and the tenant. A copy must be given to the tenant before the tenant moves into the unit. The agents must have a Brokerage Services Agreement and give the tenant a copy of the Agency Pamphlet.

Month to Month Tenancy

An oral or written agreement may establish a month-to-month tenancy, which continues indefinitely until either party terminates the agreement with proper written notice. To be effective the agreement must be in writing.

Lease

This is a contract for the tenant to occupy the rental unit for a specified period of time, during which rent will be paid. It must be in writing. The landlord and the tenant are bound to the terms of the lease during the period of the lease. The tenancy will terminate automatically at the end of the specified period of time.

Waiver of Rights

There are certain rights that cannot be waived away by either the tenant or the landlord implied or written. The rental agreement between the landlord and the tenant **cannot** allow the following:

1. Force the tenant to waive any legal rights or remedies.
2. Allow the landlord to sue the tenant without notice.
3. Force the tenant to pay attorney's fees, except those fees authorized by law.
4. Allow the landlord to confiscate the tenant's property without a written agreement signed by 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 the change at least 30 days before the end of the rental period.

Rent Increases

The landlord is required to give the tenant written notice at least **60** days prior to the end of the rental period of any increase in rent in a month-to-month tenancy. It cannot be effective prior to the completion of the current rental term. (In Seattle it is 180 days) If the tenant has a subsidized rental agreement then it is 30 days.

NO rent control in WA State

Washington state AND local cities and counties cannot limit how much a landlord can raise the rent. There is no rent control.

If the rent increase is more than 10%, the tenants can apply for EDRA for relocation assistance.

Handling fees and deposits

Application Fee/Holding Deposit

1. Collection of a fee for a Waiting list is illegal even if it is temporary. This is not a hold on the unit.
2. The landlord must provide an applicant with a receipt for any funds received to hold the unit and must provide a written statement of condition, if any, under which there will be a refund.
3. If the tenant does occupy the unit, the landlord must apply the holding deposit to the first month's rent or security deposit.
4. If the tenant does not occupy the unit, the landlord must process the deposit in accordance with the written statement provided to applicant at the time the deposit was made.
5. This holding deposit must not include any fee charged by the landlord to run an application check.
6. The landlord may charge the applicant for the actual cost of tenant screening process.
7. The landlord must provide the applicant with a written explanation of the screening process and the applicant's right to dispute the accuracy of the screening.

The Landlord must be Responsible with Consumer Funds

1. The landlord must have a written rental agreement and a written checklist specifically describing the condition and cleanliness of or existing damages to the premises signed by the tenant in order to collect a deposit.
2. Describe all terms and conditions under which a deposit may be withheld.
3. Deposit all money received from the tenant in a trust account.
4. Give the tenant a written receipt for any money deposited with landlord. The receipt must indicate the location of the trust account. The tenant must be informed in writing of any change in the account's location.
5. Mail any money due the tenant from the deposit to the tenant within 14 days of the tenant vacating the rental unit. Any money withheld must be specifically accounted for to the tenant.
6. Not withhold a deposit for normal wear and tear resulting from ordinary use of the unit.
7. Refund the total deposit to the tenant, including reasonable attorney's fees, if landlord does not comply with these deposit requirements.
8. The landlord may refuse to take cash. If cash is accepted there must be a written receipt.

Deposit and Fees

1. Any non-refundable money paid to the landlord must be called a **FEE**, and it must be clearly stated in the Rental Agreement that it is non-refundable.
2. A landlord may not take money in the form of a deposit and/or fee from a tenant without a written rental agreement.
3. A security deposit can be used to cover unpaid rent or damages.
4. A tenant cannot use the security deposit to pay last month's rent without **landlord** permission.
5. If any part of a deposit can be withheld as damages, it must be clearly stated as such in the Rental Agreement.
6. If the unit is foreclosed upon and the deposit is not transferred to the successor, the foreclosed upon owner shall refund the deposit or be liable to tenant for damages.
7. Landlords, upon receipt of a tenant's written request, must permit the tenant to pay deposits, nonrefundable fees, and last month's rent in installments.
 - Rental period of 3 months or long, the tenant may elect to pay in 3 equal installments
 - In all other cases, tenant may elect to pay in two equal installments.

A landlord is not required to permit a tenant to pay in installments if all the deposits and fees do not exceed 25% or the first full months rent and payment of the last months rent is not required.

A landlord who refuses monthly installments is subject to a penalty of one months rent plus attorney fees.

8. If the tenant defaulted, the court must determine if they are low income or experiencing hardship to see if the landlord is eligible for Landlord Mitigation Program.

HB 1694 Effective June 2020

9. A landlord can choose to waive a security deposit and the tenant can choose to a non refundable FEE in lieu of the security deposit. Its optional and the landlord has to offer to everyone. It is a complicated term with disclosures. Check the RCW.
10. A landlord cannot require tenants to pay rent electronically. They must accept checks (unless the tenant has bounced one in the last 9 months.) The landlord can require that rent be paid at a location but if it is not accessible, the landlord must give a mailing address.

Late rent Pay or Vacate Notice

Twenty six states have longer than WA State's 3 day pay or vacate notices prior to eviction. In July 2019, this was increased to 14 days.

- The Landlord must **wait 2 weeks** to start the eviction process.
- There is now a **uniform eviction notice** available to landlords written in plain language including information on civil legal aid resources available. It is a mandatory form required that is in **multiple languages** and must be in plain language.
- Change in rent notice extended **from 30 to 60 days**.
- Any tenant payment **must apply to rent** prior to any other charges.
- Landlord must provide **documentation for any damages**.
- Additional reforms to the eviction process in the bill include the use of judicial discretion in non-payment of rent cases, requiring consideration of factors beyond the tenants' control.
- In certain cases, landlords will be able to access the Dept of Commerce's mitigation fund for reimbursement of any shortfall in rent.

Grace Period Prior to Assessing Late Fees

The landlord may not charge late fees for rent that is paid within 5 days following its due date. The tenant may propose that the due date for rent be altered to a different date if the tenant is able to show primary income is not received until after the date rent is due.

Repairs

1. The tenant must give the landlord **written** notice of any requested repairs to the rental unit.
2. The tenant must allow the landlord a reasonable amount of time to perform the requested repairs. A reasonable amount of time will vary depending on the type of repair requested, but the general time periods are as follows:
 - a) 24 hours if the repair involves heat, water or a hazardous condition.
 - b) 24 hours to restore hot water or electricity.
 - c) Not more than 72 hours if the defective condition deprives the tenant of the use of the frig, range and oven, or a major plumbing fixture supplied by the landlord.
 - d) 10 days to begin to make repairs in other cases.
3. Either the landlord or the tenant may notify local health or building department of possible health or building code violations.
4. If a tenant's rent is current and all utilities are paid, a tenant may consider one of the following courses of action if the landlord fails to repair a defective condition within a reasonable period of time following written notice from the tenant outlining the needed repairs.
 - (a) The tenant can give written notice and move immediately without forfeiting any deposit.
 - (b) The tenant may make the repairs and deduct the expense from the rent. If the repair work must be completed by a licensed repairman, or will not exceed 2 months rent the tenant may:
 - 1) Obtain a bid from licensed repairman and give to landlord.
 - 2) The bid can be given to landlord when written notice of defect given.
 - 3) If the repairs still are not started within a reasonable period of time following written notice, the tenant may contract with the low bidder to have work done.
 - 4) The tenant must make arrangements to pay for the completed work.
 - 5) The tenant must give the landlord an opportunity to inspect the work.
 - 6) The tenant can deduct the cost of repairs from the next month's rent, but the deductions cannot exceed two months rent in any year.
 - 7) If the cost of repair does not exceed one month's rent and the landlord fails to start the repairs in reasonable period of time, the tenant may complete the repairs in a workman like manner. The tenant can repair broken locks after notice has been given to the landlord. If a lock is replaced, the tenant must give the landlord the new keys. The tenant may deduct the cost of these types of repairs from the next month's rent after allowing the landlord an opportunity to inspect the work. The tenant may not deduct more than the cost of repair or one month's rent, whichever is less in any year.
5. In the case of a serious defect, a court or arbitrator may determine that rent should be reduced until the defect is repaired.

Section 4

When and How can a Tenancy be Terminated?

The Tenant Terminates

The tenant can terminate the agreement by giving the landlord or his agent written notice 20 days before the end of the rental period may terminate a month to month tenancy. There are reasons that a tenant can terminate an agreement. They can include the lack of responsibility for keeping the unit habitable, the landlord does not respect the privacy of the tenant, the tenant has been threatened by the landlord, or the tenant is in danger living in the unit. There may be other reasons.

The landlord and the tenant can mutually agree to terminate tenancy in writing but it cannot be under duress.

Military Rental Termination

The military clause clarifies the condition where service members can terminate rental agreements early or with less notice. They must give notice 20 days after receiving written orders.

Due to Threatening Behavior by a Tenant

1. Any law enforcement agency, which arrests a tenant for threatening another tenant with a deadly weapon or assaulting another person on the premises, will make a reasonable attempt to notify the landlord of the arrest.
2. A tenant may breach a rental agreement and will not be responsible for the payment of any rent after the unit is vacated if the tenant notifies the landlord in writing, that he has been threatened by another tenant, and;
 - (a) The threat was made with a deadly weapon, and
 - (b) The tenant who made the threat was arrested, and
 - (c) The landlord does not file an unlawful detainer action against the other tenant within seven days after receiving notice of the arrest.
3. A tenant who vacates under this condition is entitled to a pro rata refund of any prepaid rent.
4. In the case of assault and arrest by a tenant, the landlord is not required to terminate that tenant's rental agreement or file an unlawful detainer action.

Landlord Terminates Tenancy

1. A landlord may terminate a month to month tenancy, with or without cause, by giving the tenant written notice 20 days before the end of the rental period.
2. A tenancy may be terminated before the end of the rental period if both parties agree.
3. A landlord may terminate a tenancy on shorter notice in the following situations"
 - (a) Failure to pay rent (changed to 14 days in 2019)
 - (b) Breach of rental agreement or lease (10 days notice)
 - (c) Destruction of property, causing a nuisance, conducting an illegal business on the premises (3 days notice)
 - (d) Trespassing (3 days notice) Note: it is a crime for a person to remain unlawfully in a rental unit.
4. Requires Landlords to provide a minimum 120-days written notice for a termination of tenancy when converting use, demolishing the property or doing substantial rehabilitation, or changing the use of the premises (senior home student housing, short term rental.) If Landlord fails to provide this notice, they could be liable for up to three times (3x) the monthly rent to the tenant. There is an exception for an owner or immediate family member that wants to make it their primary residence. In that case, a 20 day notice is acceptable.

Retaliation

1. A landlord cannot retaliate against a tenant for reporting code violations or exercising any other rights under the Landlord Tenant Act.
2. Retaliatory actions include unlawful eviction, rent increases, reduction of services, or expanding a tenant's rental obligation.
3. Such acts by a landlord within 90 days from a tenant's exercise of rights under the Landlord tenant act is considered to retaliatory.
4. A complaint made by a tenant to a governmental agency within 90 days of a proposed rent increase or other action by the landlord, taken in good faith, is considered to be retaliatory.

When the Landlord must Evict a Tenant

Landlords must give "Just Cause" for Eviction

This is a law that affects almost all tenancy. It makes it much more difficult and extends timelines for landlords to evict tenants. Landlords cannot just evict a tenant for no reason and start an unlawful restraining order. The moratoriums are ending, and this extends time limits and creates requirements to protect tenants.

It is very important that if a landlord is considering eviction, that the landlord read the entire text of the law.

In this new law, landlords must give tenants one of 16 good reasons for ending rental agreements and evicting tenants. Among other things, this means there are no more 20-day notices to vacate for no reason. Before, landlords could refuse to renew month-to-month agreements for no reason, except in a few Washington cities.

These causes include failure to pay rent, landlord seeks possession (90 day notice), committing waste or unlawful activity, owner sells (90 day notice), Property demolished (120 day notice), property condemned, owner elects to stop renting premises (120 day notice), rental agreement expired and tenant doesn't renew, breach of subsidized housing requirement, required to register as sex offender during tenancy (60 day notice) and more.

If a tenant fails to pay rent, then there is a process that begins with notice, offering a repayment plan and then the Resolution Pilot Program prior to any efforts to evict a tenant. If the landlord and tenant fail then, the landlord file an unlawful detainer action. This process takes many months. The text of the law is very lengthy... It is difficult to follow. If a client gets into this situation, make sure that you refer them to an attorney who specializes in this line of work.

The new Just Cause Landlord Tenant law can be found at:

RCW 59.18.650 Eviction of tenant, refusal to continue tenancy, end of periodic tenancy—

Notice for eviction was extended from 3 days to 14 days as per 2019 changes. Rent is to include all reoccurring charges. All payments from the tenant must be applied to the rent first.

A landlord cannot physically remove a tenant from a rental unit for any reason until the following process is complete;

- (a) The landlord prevails in an unlawful detainer action to evict the tenant.
- (b) The court issues a Writ of Restitution directing the Sheriff to remove the tenant.
Unless a tenant objects, property removed from the unit under the supervision of the Sheriff will be stored and the tenant will be liable for moving and storage costs.

Order for Protection

If a tenant notifies the landlord in writing that he or she has a valid order for protection and the person to be restrained has violated the order the tenant, after notifying the police, may terminate the rental agreement and is entitled to a prorata refund of any prepaid rent.

Abandonment

If the tenant defaults in the payment of rent and reasonably indicates by words or actions the intention not to resume tenancy, the tenant shall be liable for such abandonment occurs whenever a tenant fails to pay rent and indicates by words or action an intention not to continue the tenancy. If a tenant abandons the rental unit, the landlord must immediately attempt to re-rent the unit. A tenant who abandons a rental unit may be liable for one month's rent, if the tenancy was a month to month, or the remainder of the rent due if rented for a fixed term. Rent due from a tenant who has abandoned a unit will be reduced by the amount of rent received from a new tenant.

Drug Related Activity or use of deadly weapon

If a tenant or resident or anyone else engages in drug-related activity at the rental premises or is arrested for use of a deadly weapon or physically assaults a person on the rental premises the rental agreement or lease can be terminated. The process commences with an unlawful detainer suit.

Any law enforcement agency, which seizes illegal drugs from a tenant or arrests a tenant, must make a reasonable attempt to notify the landlord of the seizure. A landlord can claim compensation from any law enforcement agency for property damaged during a drug raid from the seized assets of the tenant if an unlawful detainer suit is filed within 7 days after the police gave notice of tenant's illegal activity. One exception to this policy is if the landlord had knowledge of the illegal activity.

Right to Counsel for Indigent Defendants

Subject to funding, indigent tenants in filed eviction cases can ask the court to appoint a lawyer to help them. A person is "indigent" if they receive public assistance or their annual income, after taxes, is at or less than 200% of the federal poverty guidelines.

Eviction Resolution Pilot Program ERP

The Eviction Resolution Pilot Program (ERP) was mandated and applies to all counties in the state. The objective of the ERP is to bring all parties to the table with trained eviction specialists, explore the amount of rent in arrears and circumstances, and discover a range of other terms that might move to resolve the matter.

Prior to filing an unlawful detainer action for non payment of rent, landlord must provide notice to the tenant informing them of the ERP along with a 14 day termination notice for nonpayment.

The ERP notice must include the following:

- Contact information for dispute resolution center, counting housing justice project or housing advocacy services.
- Notice that the information on multiple languages and tenant information on finding a lawyer is available.
- The contact info or the landlord or the landlord's attorney.
- The statement "failure to respond to this notice within 14 days may result in the filing of a summons and complaint for an unlawful detainer action with the court."

Landlord Mitigation for Unpaid Rent

If tenant defaults on debt owed under repayment plan, the landlord may apply for reimbursement from the landlord mitigation program or file an unlawful detainer action subject to ERPP.

SB 5160 Effective April 2021

Enforcement

The district or superior courts may exercise jurisdiction with respect to a claim against a landlord or a tenant. The defendant must be served with notice. There are alternate means if service cannot be done in person. The summons and complaint shall be posted on the premises not less than 9 days from the return date in the summons. Copies of the summons and complaint shall be sent by both regular and certified mail to defendant's last known address.

Settling of disputes

Sources of help for settling disputes between landlords and tenants include:

1. Legal services. Low-income people may contact the nearest community action committee.
2. Small Claims Court. Disputes are heard without attorneys regarding retrieval of deposits, back rent and damages less than \$2500.
3. Arbitration. A neutral third party is chosen by landlord and tenant and can arbitrate any disputes except those requiring immediate relief or disputes already subject to litigation.

Handling Eviction

It is inevitable that every property manager will deal with a tenant's default on their contract and have to start eviction procedures. It is important that the landlord has been very careful to follow the letter of the law during the tenancy and in the process of an eviction.

It is important that the tenant never be accommodated at the expense of the owner. The manager must first serve the interests of his or her principal by setting up a viable system for collecting rent and dealing with uncooperative tenants.

In addition to non-payment of rent, there are other permissible grounds for eviction. They may include certain breaches in the terms of the lease agreement. The eviction process is the only legal way to remove a tenant from the property.

An eviction can occur after the landlord has already previously notified the tenant of their failure to observe some material terms of the lease.

These are a few examples of issues that could lead to an eviction:

- Failure to pay rent. Of course, this is a primary term of the lease and the cause of most evictions.
- Failure to pay other fees owed
- Smoking in a no-smoking unit
- Having an unauthorized pet in a unit. Service animals are exempt but should be listed on the lease.
- Violating rules in the lease with respect to tenant behavior
- Damaging the property in a significant way beyond normal wear and tear
- Committing a crime at the property.

A review of the Landlord-Tenant Act will point to the duties of a landlord and what a landlord is not allowed to do. If the tenant is not paying rent, the landlord cannot do the following

- Turn off the heat or the power to force a tenant to move.
- Cannot enter the premises illegally
- Cannot lock the tenants out of the premises.
- Cannot turn off utilities or caused damage to the property using the cover that it was to complete repairs.

The process of evicting a tenant is a lawsuit called an unlawful detainer action. There are no shortcuts to the notice deadlines or the court hearings. It must proceed as per the guidelines of the law. The process can take as little as 30 days but it can also take considerably longer depending on the circumstances.

A landlord or property manager can choose to hire a private company that specializes in evictions or hire an attorney.

Giving Notice

The first step in the eviction process is to give the tenant a 14-day (changed in 2019 to 14 days) Notice to Pay Rent or Vacate if they have failed to pay the rent or if they have only paid part of the rent due. This notice should be served upon the tenant and/or posted at the premises and mailed by U.S. Mail. Rent is to include all reoccurring charges. All payments from the tenant must be applied to the rent first.

If the tenant is violating other provisions in the lease, the 14 day notice can list those and give formal notice to comply.

If the tenant does not comply, then the landlord may begin the eviction process filling out an unlawful detainer.

Eviction Summons and Complaint

This is the next process. A legal summons and complaint must be filed in the local courthouse. It has to be legally served upon the tenant. The tenant has the opportunity to respond.

A tenant can ignore the summons and the landlord will win. The court will issue a default judgment. But, often the tenant will respond with allegations against the landlord and the court will hear testimony from both sides.

Writ of Restitution

If the tenant ignores the summons, does not show at the hearing or loses in court the landlord will be issued a Writ of Restitution. The landlord is awarded the property and often a judgement against the tenant for costs. The Writ is an order directing the county sheriff to appear at the property. The landlord appears at the property and is legally allowed to remove the belongings of the tenant and put them in the right of way or move them to storage under the protection of the county sheriff.

Squatters Law

A law went into effect in July 2017 in WA state that deals directly with situations where squatters are at a property. In those instances, where the illegal occupant cannot produce evidence of having legal residence at the property within the past 12 months, a landlord is advised to contact the police and advise them that they have an illegal squatter. The police have the power to immediately arrest and remove the individual in such a situation.

Residential Rental Rights

QUIZ

Answer questions on the answer sheet!

1. Does the law cover tenant leases of retail space in a strip mall?
2. Give an example of a rental property that is exempt from the law?
3. If the tenant is behind on the rent, can the landlord refuse to pay the utilities so they are turned off until the rent is paid?
4. Does the tenant have to provide garbage cans for single family residence?
5. Can the landlord lock out a tenant that has not paid rent?
6. Who is responsible to eliminate infestation caused by tenant?
7. Who is responsible to make sure that tenant's guests do not destroy the property.
8. What is an example of activity that a tenant is not allowed to do?
9. Can a month to month agreement just be verbal?
10. Can the landlord change the terms and rules during the term under a lease contract?
11. What is an example of a right that cannot be waived during a rental agreement?
12. Can a security deposit be used to cover unpaid rent?
13. Can a tenant just let the security deposit cover the last month's rent?
14. As a landlord how soon should you make sure the refrigerator is repaired if it is not working?
15. If repairs are required the tenant must give _____ notice to the landlord.
16. A landlord must store any abandoned property left by tenant valued over what amount?
17. To show a unit a landlord must give the tenant how many days written notice?
18. How can a rental agreement be terminated by a tenant.
19. How does the landlord know if the tenant has abandoned the property?
20. The process of evicting a tenant in a lawsuit is called _____?

21. When a tenant moves out the landlord must give the tenant an itemized description of repairs deducted from the damage deposit within what time period?
 - (a) Within 48 hours from the end of the rental period.
 - (b) Two weeks from date of vacation or termination of agreement.
 - (c) Within 30 days from termination of rental agreement.
 - (d) Six months from the date of abandonment.

22. An oral agreement for a month to month tenancy
 - (a) is a violation of the Statute of Frauds
 - (b) can continue indefinitely
 - (c) will only be valid for one year or less
 - (d) does not require notice to terminate

23. If the tenant does not pay rent as agreed, the landlord
 - (a) can shut off utilities
 - (b) has to give the tenant 20 days notice to vacate
 - (c) has to give a written 3 day notice to pay rent or vacate
 - (d) can show the unit to prospective tenants without notice

24. A disabled person needs to make alterations to a rental property.
 - (a) The landlord can deny application because the alterations will change the unit.
 - (b) The disabled tenant must put the property back to its original condition at the termination of the contract.
 - (c) The disabled tenant must leave all alterations so the property can be available for other

- disabled tenants.
- (d) The alterations can only be made to the interior of the property.
25. If a tenant abandons the property, the landlord
- (a) Must store the tenants personal property in a reasonably secure place
 - (b) Can sell tenants personal property to pay back rent.
 - (c) Must prorate the rent for the balance of the month to determine tenants obligation
 - (d) Can confiscate personal property and keep for own use.
26. The landlord must provide Mold Disclosure that includes
- (a) Information on the health hazards associated with exposure to indoor mold
 - (b) The steps to take to control mold growth in their dwelling units
 - (c) Posting of the Mold Disclosure brochure form the Dept of Health
 - (d) all of the above.
27. The landlord has a strict “no pets” policy.
- (a) It is a violation of landlord tenant law to ask about pets in an application.
 - (b) A tenant can not be denied because of a fish.
 - (c) The policy cannot be changed after agreement signed.
 - (d) The landlord can deny the applicant of an elderly person with a service dog.
28. When a landlord collects a deposit from a tenant the landlord must:
- (a) Give the tenant a receipt.
 - (b) Require that it only be in cash.
 - (c) Be able to deduct costs for normal wear and tear to the unit.
 - (d) Refund the entire amount when tenancy terminated.
29. If you occupy and manage a duplex, can you advertise that the prospective tenants cannot have children? Yes / No
30. Is it required by law that a landlord must have screening criteria provided to applicants? Yes / No
31. If you are managing rentals for an owner of several multi family properties you must have a real estate license in Washington State. (If you are not sure of the answer consult license law!)
32. If you are the property manager for rental units owned by a customer that could not get the properties sold, you must notify your broker that you are running a property management business. True/ False

Answer the questions on this OR the next page answer sheet.

Name _____ Company _____ Signature _____ Date _____



Residential Rental Rights

You must attach the Evaluation to this Answer Sheet to receive clockhours.

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I attest that I have read the materials and have answered the questions.

Print Name _____ Company _____ Signature _____

PROFESSIONAL Direction
www.clockhours.com
Email: clockhours@gmail.com



Mandatory Evaluation

Residential Rental Rights 3 hour class

Did you read the material in the booklet on this date? **YES / NO**
 Did you complete the quiz and attach answer sheet? **YES / NO**
 Did you pay Tuition on the website **YES / NO**
 Did you fill out and sign this form? **YES / NO**
 Why did you choose to take this course? Topic? Time? Cost? Ease? Other?
 A "clock hour" is 50 minutes. This 3 hour class should take about 2 hrs 30 min.
 How long did it take you to complete the course? _____

Will the material you learned improve your performance?	
Were the course materials easy to follow?	
Were the course materials relevant to your profession?	
Were your objectives met by attending the class?	
Was the course material interesting?	

What are 3 things that you learned from the course?

- 1.
- 2.
- 3.

Would you take another correspondence course from Professional Direction? Yes/ No

Residential Rental Rights 3 hour class	
Print Name CLEARLY	Signature
Company	
Phone	Email
License Renewal Date	Date(s) Class taken

Thanks for taking this class! I really appreciate the agents that take clockhours from my school! I am always working on my classes and writing new ones! Visit my website! Natalie

Professional Direction,
 email: clockhours@gmail.com
www.clockhours.com