



Summary of the Washington Residential Landlord-Tenant Act

Virtual Legal Symposium
May 23-25, 2023

This is a summary of the Washington Residential Landlord-Tenant Act and the Washington Unlawful Detainer Act and should not be construed as legal advice. To obtain legal advice on a specific residential landlord-tenant issue, please [visit WMFHA's website](#) for a list of member attorneys.

Washington Multi-Family Housing Association
www.wmfha.org

This summary of the Washington Residential Landlord-Tenant Act was created by Joe Puckett, founding Board Member and former Director of Government Affairs. Each year, this document is updated, summarizing new laws passed by the Washington legislature.

In 2021, this document was updated to include summaries of specific laws passed by local jurisdictions, including city of Seattle specific laws. In 2023, a spreadsheet of select local jurisdictions with “tenant protections” in place was added.

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INTRODUCTION

Background. The Residential Landlord-Tenant Act, RCW 59.18 ("RLTA"), was enacted in 1973 and has been amended over the years. It creates the following:

- Substantial duties owed by the landlord and the tenant to each other;
- Procedures to address violations of these duties;
- Remedies for violations of these duties.

The Unlawful detainer statute was enacted in 1893 and creates the requirements to legally terminate a residential and commercial tenancy through the court system, including:

- The types of notices a landlord can serve to a tenant
- How to serve notices upon the tenant.

Scope of the RLTA. 59.18.040

The Act covers all residential tenancies except:

- Residence in an institution;
- Occupancy under an earnest money agreement to purchase;
- Residence in a hotel, motel, or other transient lodging (it is unclear whether a permanent resident may seek protection under the Act);
- Rental agreement where occupancy is by an owner whose property is being condemned;
- Rental agreements for the use of any single-family residence that are incidental to leases or rentals entered into in connection with the lease of land to be used primarily for agricultural purposes;
- Rental agreements providing housing for seasonal agricultural employees;
- Rental agreements with the State of Washington's Department of Natural Resources for public lands;
- ***Occupancy by an employee of a landlord whose right to occupy is conditioned upon employment on the premises;*** and
- Mobile home owners who rent space in a mobile home park are governed by the Mobile Home Landlord-Tenant Act (MHLTA RCW 59.20). However, the rental of a mobile home is subject to the RLTA.

TYPES OF TENANCY.

Periodic (month-to-month) tenancy. A tenancy for an indefinite period with rent to be paid on a monthly or periodic basis is referred to as a "month-to-month" tenancy. This type of tenancy may be created by a written or oral agreement. Under State law this type of tenancy may be terminated by written notice given by either party at least 20 days prior to the end of any rental period. (RCW 59.18.200)

- See [Local Operators Guide](#) for specific cities termination requirements.

The terms, conditions, and rules of the tenancy, may be changed at any time upon

mutual consent of the parties or by the landlord giving the tenant a written notice at least 30 days prior to the end of a rental period.

The rent may be increased upon 60 days' advance written notice. Any increase in the amount of rent cannot become effective until the end of the term identified in the rental agreement.

- Any rent which is based on the income of the tenant, may be increased by 30 days' notice.
- See [Local Operators Guide](#) for specific cities termination requirements.

Tenancy for a Specific Term. The parties may agree that the tenancy will be for a specific term (e.g. 6 months or 1 year). RCW 59.18.220

- The tenancy automatically terminates at the end of the identified term.
- No notice is required by either party unless the agreement specifically provides otherwise.
- If the tenant keeps possession of the premises after the term ends, and the landlord accepts rent for the next month, a month-to-month tenancy is created.
- If the tenant keeps possession after the end of the initial term and the landlord does not accept rent, the landlord may begin an unlawful detainer proceeding without giving any notice to the tenant.
- The terms, conditions, and rules of the tenancy may be changed upon mutual consent of the parties or upon written notice to the tenant at least 30 days prior to the end of the specified term.

See [Local Operators Guide](#) for specific cities termination requirements.

Tenancy at Will. A tenancy at will is tenancy for an indefinite period of time and in which the tenant is not obligated to pay any rent.

- The tenancy may be terminated by giving the tenant a "reasonable period of time" in which to vacate. The best approach is for the landlord to provide 20 days' notice.
- Most tenancies at will are not covered by the RLTA.

Tenancy at Sufferance. A tenancy at sufferance is created when a person takes possession of property without the landlord's permission.

- The tenant is liable for the reasonable rental value of the premises.
- A tenancy at sufferance is terminated by serving the tenant with a **three-day notice to vacate**.
- Tenancies at sufferance are not covered by the RLTA or the Mobile Home Landlord-Tenant Act.

UNENFORCEABLE LEASE CLAUSES (59.18.230)

The RLTA Expressly Prohibits the Following Clauses in a Rental Agreement.

- A clause waiving any rights under the Act;
- A clause confessing judgment;
- A clause agreeing to pay the landlord's attorneys' fees (unless authorized by the Act);
- An exculpatory clause releasing the landlord from liability for his or her actions;
- A clause agreeing in advance on a particular arbitrator to resolve disputes.

The landlord and tenant may mutually agree to waive certain sections of the Act.

The following provisions may be waived:

- Duties of the landlord;
- Duties of the tenant;
- Repair remedies;
- Notice to the tenant to comply with duties.

In order to be valid waiver, the document must comply with *all of the following* requirements:

- The exemptions must not be contained in a form lease or rental agreement;
- Bargaining powers of the parties must be substantially similar;
- The exemption does not violate public policy; and
- Either the prosecuting attorney, the Attorney General, or the tenant's attorney must state in writing that the exemption complies with the above three requirements.

DUTIES OF THE LANDLORD (59.18.060 – 59.18.070)

The following are duties of the landlord required by law.

- The landlord must keep premises habitable.
- The landlord must at all times during the tenancy keep the premises fit for human habitation;
- Comply with all local laws and ordinances;
- Maintain the structural soundness of the building;
- Keep the common areas clean and safe;
- Prevent infestation by rodents and insects;
- Make repairs to keep the premises in good condition;
- Provide adequate locks;
- Maintain and safeguard with reasonable care any duplicate or master keys;
- Maintain all utilities and appliances supplied by the landlord in reasonably good working order;
- Maintain the dwelling unit in a reasonably weather-tight condition;
- Provide trash receptacles and arrange for trash pickup, except in the case of a single-family residence;
- Provide adequate heat and water including hot water;
- Provide smoke detectors and give written notice regarding the tenant's obligation to maintain them in working order;
- Inform the tenant of the landlord's (not necessarily the owner's) identity and any change in landlord.
- Give a written receipt for any cash payment and give a written receipt for other forms of payment if the tenant requests one.
- Provide a fully executed copy of the rental agreement to each tenant who signs it, and one free replacement copy during the tenancy.
 - The law is silent on whether the rental agreement must be provided in paper copy.
- Provide written notice disclosing certain fire safety and protection information:
 - smoke detector information;
 - whether the building has a fire sprinkler system;
 - whether the building has a fire alarm system;
 - whether the building has a smoking policy and what the policy is;
 - whether the building has an emergency notification plan and, if so, provide a copy;
 - whether the building has an emergency relocation plan and, if so, provide a copy;
 - whether the building has an emergency evacuation plan and, if so, provide a copy.
- Provide tenants with mold information as provided or approved by the state department of health.

The landlord's duties are subject to two limitations:

- The landlord is not required to repair or remedy a defective condition if the condition was caused by the tenant or if the tenant unreasonably fails to allow the landlord access to the property for purposes of repair;
- If local laws create maintenance or repair duties that are greater than those contained in the RLTA, the landlord must follow the local laws.

REMEDIES FOR BREACH OF LANDLORD'S DUTIES (59.18.070 – RCW 595.18.080)

Procedural Requirements. The tenant must satisfy two conditions before exercising any of the Act's self-remedies:

- The tenant must be current in his or her rent payments;
- The tenant must give the landlord written notice of the defective condition.

When the tenant notifies the landlord of a breach of the duties, the landlord must "commence remedial action" as soon as possible but not later than:

- 24 hours where the defective condition deprives the tenant of hot or cold water, heat, electricity or is imminently hazardous to life;
- 72 hours where the defective condition deprives the tenant of the use of a refrigerator, range and oven or a major plumbing fixture;
- Not more than 10 days in all other cases.

Tenant Remedies. Where the landlord fails to remedy the breach, the tenant can choose one of three different remedies:

- The tenant may terminate the rental agreement upon written notice to the landlord, vacate the premises, and receive a pro rata refund of any prepaid rent plus a refund of any of the damage deposit due and owing.
- The tenant may compel compliance by the landlord through litigation or arbitration (which may involve the court or arbitrator reducing the amount of rent owed based upon diminished rental value, or permitting the tenant to make corrective repairs and reducing the amount of rent owed based upon the amount of repairs).
- The tenant may hire an independent qualified person to make repairs (Estimate and Repair) or use self-help to make limited repairs (Repair and Deduct) and deduct the cost from the rent. Before making such repairs, the tenant must do the following:
 - **Estimate and Repair:** The tenant must give the landlord written notice of the need to make repairs;
 - The landlord must fail to "commence remedial action" within the time limits [set forth above](#);
 - The tenant must deliver to the landlord, in person or by regular mail, a good faith estimate of the cost to perform the required repairs;

- The landlord must fail to "commence remedial action" within the time limits set forth above;
- If the landlord fails to commence remedial action, the tenant may contract with a qualified person and deduct no more than two month's rent for the cost of the repairs. The cumulative amount deducted for these repairs in any 12-month period may not exceed two month's rent;

If the tenant uses this procedure to repair or replace locks, a key must be provided to the landlord.

- **Repair and Deduct:** The tenant must give written notice to the landlord of the need to make repairs;
- The landlord must fail to "commence remedial action" within the time limits [set forth above](#);
- The tenant may make the repairs if the work does not require a licensed or registered person, and may deduct the repair costs from the rent up to a maximum of one month's rent for any one repair and one month's rent in any 12-month period.

Note: All work done under either method must comply with all applicable codes, statutes, ordinances, and regulations and the landlord must be given the opportunity to inspect any repairs that are made.

DUTIES OF THE TENANT (59.18.130)

- The tenant must maintain the premises by:
 - Keeping the premises clean and sanitary.
 - Properly disposing of all garbage, rubbish and waste.
 - Properly using all utilities and appliances.
 - Not damaging the premises either intentionally or negligently.
 - Repairing damage caused by the intentional or negligent acts of the tenant.
 - Restoring the premises to their initial condition when vacating, except for reasonable wear and tear.
- Comply with any duties imposed by local ordinance.
- Pay Rent.
 - The tenant has an obligation to pay rent on or before the due date.
 - Rent is considered late if not paid any time after the rent becomes due
 - The tenant may request in writing to change the date rent is due, when they receive government assistance as their primary source of income, by no more than 5 days from the date rent is due in the rental agreement.
 - The landlord may charge a reasonable late charge.
 - The rent cannot be increased [during the lease term](#).
 - Rent increases cannot be retaliatory.
- Not Engage in certain criminal activity at the rental property.
- Tenants are forbidden from engaging in criminal acts that are imminently hazardous to the physical safety of other persons on the premises and entail a physical assault on another person which results in arrest.
- Tenants are forbidden from engaging in criminal activity that entails the unlawful use of a firearm or other deadly weapon as defined in RCW 9A.040.110 that results in arrest including threatening another tenant or the landlord.
- The tenant must obey rules and regulations prescribed by the community.
(59.18.140)
 - Tenants are obligated to obey all reasonable rules and regulations if they are brought to the attention of the tenant at the beginning of the tenancy.
- If the tenant does not comply with the rules and regulations, the landlord may terminate the tenancy or may file a lawsuit or arbitration proceeding.

REMEDIES FOR BREACH OF TENANT'S DUTY (59.18.180)

The Act Provides The Following Remedies.

- **Terminate the Tenancy:** the landlord may commence an unlawful detainer or eviction action against the tenant after giving the appropriate notice.
- **Repair and bill the tenant:** If the tenant does not comply within 30 days or less if the circumstances warrant, the landlord may enter the premises, perform the repair work, and submit a bill to the tenant for the reasonable costs of the repair.
 - This repair and bill procedure can only be used by the landlord if the tenant's failure to repair affects the health or safety of other tenants or

increases the hazards of fire or accident.

- The landlord must give written notice to the tenant specifying the noncompliance.

New 2023 Forcible Entry or Unlawful Detainer Actions

- Execution upon the judgment may not occur until five court days have passed after the entry of the judgment.

REFUNDABLE DEPOSITS AND NONREFUNDABLE FEES (59.18.260 –RCW 59.18.285)

- Requiring a Refundable Deposit. The landlord may require a refundable deposit at the beginning of the tenancy of any amount.
 - *See Local Jurisdiction Laws for specific cities termination requirements.*
 - The refundable deposit may not be increased to retaliate against a tenant and deposits cannot be discriminatory.
- Collecting Refundable Deposits. (59.18.260). No refundable deposit may be collected unless the rental agreement is in writing and spells out the conditions under which all or a portion of the deposit can be kept by the landlord.
- No refundable deposit may be collected unless there is a written checklist specifically describing the condition and cleanliness of or existing damages to at least the following items: walls, floors, countertops, carpets, drapes, furniture, and appliances.
 - The checklist must be signed and dated by the landlord and the tenant, and the tenant must be given a copy. The tenant is also entitled to a free replacement copy during the tenancy.
- The deposit must be placed in a trust account in a bank, credit union, or other financial institution, and the tenant must be given a receipt stating the name and address of the depository.
- Status of the Deposit During the Tenancy. (59.18.270). All refundable deposits must be placed in a bank or with an escrow agent in the State of Washington.
 - Any interest earned on the deposit belongs to the landlord unless otherwise provided in writing.
 - Where the status of the landlord changes during the tenancy the deposit must be transferred to the new landlord and the new landlord must notify the tenant of the identity of the new depository.
 - If the property is foreclosed upon during the tenancy, the foreclosed-upon owner must refund the deposit or transfer it to the new owner or face penalties.
- Refunding the Deposit. (59.18.280). The rental agreement must specify the terms and conditions for refunding the deposit.
 - **New 2023** No deposit or portion of the deposit may be withheld for:
 - wear resulting from ordinary use for carpet cleaning unless the

- landlord documents wear to the carpet that is beyond wear resulting from ordinary use of the premises
 - the costs of repair and replacement of fixtures, equipment, appliances, and furnishings if their condition was not reasonably documented in the written checklist supplied at the commencement of the tenancy
 - in excess of the cost of repair or replacement of the damaged portion in situations in which the premises are damaged in excess of wear resulting from ordinary use, but the damage does not encompass the entirety of the item.
- When vacating the premises, a tenant has a duty to restore the premises to the condition it was in when the tenancy began subject to normal wear and tear.
- **New 2023** Within 30 days after the termination of the rental agreement and vacation of the premises, or within 30 days of learning of an abandonment, the landlord must provide a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the tenant.
- If the landlord fails to refund the deposit and provide the statement within the 30 day period, the landlord is liable for the full deposit and the tenant can recover attorneys' fees. If the withholding is intentional, the landlord may be liable for twice the amount of the deposit.
- **New 2023** Statute of Limitations - three-year statute of limitations for a landlord to file a lawsuit against a tenant to recover sums exceeding the amount of the damage deposit.
- Nonrefundable Fees. (59.18.290). Nonrefundable fees may be collected by the landlord from the tenant.
 - *See Local Jurisdiction Laws for specific cities termination requirements.*
- If the landlord collects any money that is nonrefundable, it may not be designated as a refundable deposit or part of a refundable deposit.
- If the landlord collects a nonrefundable fee, the rental agreement must be in writing and must clearly specify that the fee is nonrefundable. If the monies are not described as nonrefundable, they will be considered as a refundable deposit.
- Application of payment towards rent. A landlord must first apply any payment made by a tenant toward rent before applying any payment toward late payments, damages, legal costs, or other fees, including attorneys' fees.
- The tenant's right to possession of the premises may not be conditioned on a tenant's payment or satisfaction of any monetary amount other than rent.
 - This does not foreclose a landlord from pursuing other lawful remedies to collect late payments, legal costs, or other fees, including attorneys' fees.
- Installment payment for "move-in costs" (RCW 59.18.610). A tenant may request in writing to pay their "move-in costs" by an installment payment, where the total "move-in costs" exceed 25 percent of the first full month's rent.
 - "Move-in costs" include any refundable security deposit, any one-time nonrefundable fees, and any last month's rent.
 - Move-in costs does not include:

- Monthly rent; or
 - Fee or deposit to hold a unit.
- In month-to-month tenancies, the tenant may pay all move-in costs in two equal monthly installments.
- In tenancies longer than 3 months, the tenant may pay all move-in costs in three equal monthly installments, beginning at the inception of the tenancy.
- No fee, charge of interest or other cost may be assessed to any installment payment schedule.

See Local Jurisdiction Laws for specific cities termination requirements.

TENANT APPLICATION AND SCREENING FEES

- **Waiting List.** (59.18.253). A landlord may not collect a fee from a prospective tenant for the privilege of being placed on a waiting list.
- **Source of Income.** (RCW 59.18.255). A landlord may not deny, offer different terms and conditions, fail to show an apartment or indicate a unit is not available if the applicant seeks to pay a portion or all of their rent with a source of income other than employment income. Source of income includes the following:
 - Housing assistance,
 - Public assistance,
 - Emergency rental assistance,
 - Veterans' benefits,
 - Social security,
 - Supplemental security income or other retirement programs, and
 - Other programs administered by any federal, state, local, or nonprofit entity.

Source of income does not include income derived in an illegal manner.

Any subsidy or rent voucher must first be deducted prior to calculating an income to rent ratio.

- **Community Pledge.** A landlord is required to accept a community pledge when:
 - It is offered prior to the expiration of the 14-day notice and pays 100 percent of the outstanding rent.
 - It is offered after the expiration of the 14-day notice and pays 100 percent of the outstanding rent, and any fees or other costs incurred as a result of the outstanding rental payment.
 - **New 2023** The tenant has until the date of eviction to provide proof of the pledge
- **Application and Screening.** (59.18.257). Before obtaining any information about a prospective tenant, the landlord must give written notice to applicant of the

following:

- What type of information will be accessed to do the screening;
- What criteria may result in denial;
If a consumer report is used, the name and address of the CRA and applicant's rights to obtain a free copy of the report in the event of a denial or other adverse action, and to dispute the accuracy of the information appearing in the report.
- Whether the landlord will accept a "comprehensive reusable tenant screening report.

If the landlord does the screening, the landlord may charge the tenant only for the actual costs incurred including a reasonable charge for the landlord's time so long as the charge does not exceed the customary cost of a screening service and only if the landlord gives the applicant the information required above.

If the landlord takes an adverse action against the applicant, the landlord must give written notice of the adverse action to the applicant that states the reasons for the adverse action

- A landlord must also indicate on internet home page of a property whether the property will accept a comprehensive reusable screening report.
- Deposit to Secure Move-in. (59.18.253). A landlord may collect a fee or deposit that does not exceed 25 percent of the first month's rent, from an applicant to secure occupancy after it has been offered to the applicant, the landlord must:
 - give a written receipt for the deposit;
 - give a written statement of the conditions, if any, under which the fee or deposit is refundable.

If the applicant moves in, the fee must be credited to either the first month's rent or the security deposit.

If the applicant does not move in, the landlord may keep the full amount of the fee so long as it is in accordance with the written statement of conditions.

A landlord who violates this section can be liable for the full amount of the fee, a fine of up to two times the amount of the deposit and for the applicant's attorney's fees.

Where tenancy is subject to an inspection by a voucher agency, the inspection must occur within 10 days, or the landlord may return the deposit or fee and cancel the application.

- If the unit fails a voucher required inspection, the landlord must make repairs when the written estimate for those repairs is less than \$1,500. If the written estimate for repairs exceeds \$1,500, the landlord may cancel the application and may not retain any holding fee or deposit.

- **Comprehensive Reusable Tenant Screening Reports.** (59.18.257). Landlords are required to advise potential applicants whether the landlord will accept a “comprehensive reusable tenant screening report.”
 - The law requires the landlord to
 - Include a statement in the screening criteria whether the community accepts comprehensive reusable tenant screening reports., and
 - Include a on any property website whether the community accepts comprehensive reusable tenant screening reports.
 - Acceptance of comprehensive reusable tenant screening reports is optional.

- **Adding additional occupants.**
 - When a rent responsible tenant permanently vacates, leaving occupants in the unit (known or unknown), the occupants may assume the lease.
 - The occupants must have co-resided with the tenant for at least the 6 months prior to the tenant permanently vacating.
 - Serve a notice on the remaining occupants requiring the occupants to apply to become a party or vacate within 30 days of service of such a notice.
 - An occupant’s failure to apply within 30 days permits initiation of unlawful detainer proceedings.

TENANT'S RIGHT TO PRIVACY (59.18.150).

The landlord may enter an occupied unit under the following circumstances:

- In case of emergency or abandonment, no consent from or notice to the tenant is required.
 - The landlord reasonably believes that the tenant may have abandoned.
 - The landlord may enter for the limited purpose of determining whether an abandonment has occurred.
- By court order or with the consent of the tenant.
 - After at least one (1) days’ notice to show the unit to actual or prospective purchasers or tenants.
 - After at least two (2) days’ notice in all other situations. Any notice must
 - state the date and time or a range of dates and times that entry will be sought.
 - set forth a telephone number the tenant may contact to object to or reschedule entry.

Even if consent is unreasonably withheld by the tenant, the landlord does not have a right to immediate access unless there is an emergency or apparent abandonment of the premises. The landlord's alternatives are to either seek a court order granting access, or give the tenant a 10-day Notice to Comply.

- Penalties for Violation. A landlord who continues to violate this section or a tenant who continues to unreasonably deny entry to the landlord after having received written notification alleging such violation can be charged up to \$100.00 for each violation after receipt of the written notice.

SELF-HELP EVICTIONS PROHIBITED.

- Locking the Tenant Out is prohibited. (59.18.290). In the event a tenant is locked out, the following remedies are available:
 - The tenant may file an action to regain possession of the premises from the landlord, and may recover actual damages. The prevailing party may recover attorneys' fees.
 - The tenant may terminate the tenancy and sue for damages.
 - The tenant may seek assistance from the police.
 - The landlord may defend such an action on the ground that the tenant has abandoned the premises. The landlord has the burden of proving that the property was abandoned.
- Detention of the Tenant's Personal Property is prohibited. (59.18.230). The landlord may not take a tenant's property for nonpayment of rent.
 - The landlord may take the tenant's property only if the tenant is delinquent in paying rent, has been absent from the property for a reasonable period of time, and indicates by words or actions that he does not intend to return to the premises.
 - Remedies for the tenant:
 - Sue for return of the property or the value of the property;
 - Press criminal charges against the landlord;
 - If the tenant's property is not abandoned, and the landlord refuses to return it to the tenant after receiving a written demand from the tenant for its return, the landlord may be liable for actual damages and a penalty of up to \$500.00 per day to a maximum of \$5,000.00.

Utility Terminations are prohibited. (59.18.300). The landlord may not intentionally terminate a tenant's utility service, unless it is for a reasonable time for the purpose of making repairs.

- If the landlord illegally terminates unlawfully terminates a tenant's utilities, the tenant can sue for damages or to restore service. The recovery by the tenant could include actual damages plus up to \$100 per day penalty for each day the service has been cutoff, plus attorneys' fees.

TERMINATION OF THE TENANCY. (RCW 59.12). The landlord may seek to terminate a tenancy using the following notices:

- Service of the notice. A notice may be served by:
 - Delivering a copy personally to each adult tenant residing in the unit;

- Delivering a copy to a person of suitable age and discretion, and sending a copy through the mail addressed to each adult tenant residing in the unit;
 - Add one additional day to the notice period when mailing.
 - The day of service is not counted in the notice period.

See [Local Operators Guide](#) for specific cities termination requirements.

- Terminating a tenancy by the tenant. In a month-to-month tenancy or in a tenancy that converts to month-to-month at the end of the specified term, the tenant may terminate the notice with at least 20 days' notice.

See *Local Jurisdiction Laws for specific cities termination requirements.*

- Terminating a tenancy by the landlord. The landlord must provide just cause to terminate the tenancy. See just cause eviction.
- Servicemembers' Termination. A servicemember may terminate a tenancy with at least 20 days' notice when that servicemember receives a permanent change of station that is more than 35 miles from the location of the rental premises, and the servicemember provides a copy of the change of station orders with the termination notice.
 - A "servicemember" is an active-duty member of the United States armed forces, a member of the military reserves, or a member of the National Guard
 - A "permanent change of station" is (a) transfer to another unit located at another port or duty station; (b) change in the unit's home port or permanent duty station; (c) call to active duty for a period not less than 90 days; (d) separation from the military; (e) retirement; or (f) the commanding officer requires the servicemember to move into government housing.
- Failure to pay rent. A tenant failing to pay rent may be served [a 14-day notice](#) any time after the rent becomes due.
 - The 14-day notice must be in the form proscribed by the statute. (RCW 59.18.057).
 - The 14-day notice cannot include any fees, or charges that are not rent.

See [Local Operators Guide](#) for specific cities termination requirements.

See *COVID-19 related restrictions nonpayment of rent.*

- Late fees. Late fees cannot be assessed before the 7th of the month. If rent remains unpaid after the 7th of the month, late fees can be assessed from the first day rent became late (e.g. 2nd of the month).

- A judgment for late fees cannot exceed \$75.

See [Local Operators Guide](#) for specific cities termination requirements.

- Substantial Rehabilitation, Demolition or Change of use. A landlord is required to provide at least 120 days' advance written notice when the landlord intends to substantially rehabilitate, demolish or change the use of a rental unit. This law does not apply where the jurisdiction has created a relocation assistance program under RCW 59.18.440.
 - "Change of use" means:
 - Conversion of any premises from a residential use to a nonresidential use that results in the displacement;
 - Conversion from one type of residential use to another type of residential use that results in the displacement (e.g. retirement home, emergency shelter, or transient hotel); or
 - Conversion following removal of use restrictions from an assisted housing development that results in the displacement.
 - "Substantially rehabilitate" means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement.
- 10-Day notice. A [10-day notice](#) should be completed when the tenant violates the non-rent related provisions of the lease agreement (behavior, unauthorized guests/pets, etc.), including nonpayment of late fees or other one-time non-rent related charges.
 - *Public housing tenancies may require additional notice periods.*
- 3-Day to Quit - Waste. A 3-day waste notice does not provide a right to recovery, or a right to remain and can be used when the tenant damages the property of the landlord, and that damage is material (e.g. fire, flood, hoarding, senseless damages - burning cabinets, ripping up the carpet and vinyl, etc.).
- 3-Day to Quit – Nuisance. This notice can be used in the following circumstances
 - Assault on the premises by the tenant, household member, or guest, resulting in an arrest of the perpetrator for that assault
 - Use of a deadly weapon on the premises by the tenant, household member, or guest, resulting in an arrest of the perpetrator for that crime
 - The illegal discharge of a firearm on the premises by the tenant, household member, or guest, resulting in an arrest of the perpetrator for that action

JUST CAUSE EVICTION. (59.18.650).

In order to terminate a tenancy the landlord must have "cause" to terminate the tenancy.

Just Cause to Terminate	Notice period
<ul style="list-style-type: none"> Waste, nuisance, or unlawful activity 	3 day
<ul style="list-style-type: none"> Comply with rules or vacate. (RCW 59.12.030(3)) (<i>also see</i> “four or more 10-day notices”) 	10 day
<ul style="list-style-type: none"> Failure to Pay Rent. RCW 59.12.030(3) (subject to Proclamation 21-09.) 	14 day
<ul style="list-style-type: none"> Shared housing (owner shares kitchen or bathroom) Unwanted sexual advances or sexual harassment by tenant against landlord or another tenant. 	20 day
<ul style="list-style-type: none"> Rental agreement expires and tenant fails to sign proposed, reasonable rental agreement (not for month-to-month tenancies.) Fraud in application 	30 day
<ul style="list-style-type: none"> Condemnation of property, certified condemnation Transitional Housing – tenant no longer qualifies, or program expired 	30 day
<ul style="list-style-type: none"> Specified term lease (12+ month initial term / 6 months + thereafter) 1st year of occupancy in periodic lease (6-12 month initial term) Four or more 10-day comply notices given, with specific language explaining violations. Other legitimate business or economic reason not otherwise specified in the law. Sex offender 	60 day
<ul style="list-style-type: none"> Owner to Sell property Occupancy by owner or their immediate family member & no other unit available 	90 day
<ul style="list-style-type: none"> Rehabilitate or Change Use of Property RCW 59.18.200(1)(c) Convert to condominiums. RCW 64.90.655. 	120 day

In a tenancy for a *specific term*, the landlord may terminate the tenancy by providing the tenant at least 60 days’ notice prior to the expiration of the rental agreement. This is applicable in an initial lease term of at least 12 months and subsequent lease terms of 6 months or more.

In a *periodic tenancy*, the landlord may terminate the tenancy by providing the tenant appropriate notice, defined above, except that in the first year of occupancy, a landlord may terminate a tenancy of at least 6 months by providing at least 60 days’ notice prior to conversion of the tenancy to a month-to-month tenancy.

In a periodic tenancy, a landlord may terminate a tenancy by providing the tenant at least 60 days’ notice after 4 or more separate violations of a substantial breach of the rental agreement other than nonpayment of rent with each separate notice attached and

specific language included in the underlying notices.

- a. Each [10-day notice](#) (*sample*) includes specific language
- b. The [60-day notice](#) (*sample*) includes specific language.

See [Local Operators Guide](#) for specific cities termination requirements.

ABANDONMENT. (59.18.310).

- If a tenant is absent from the property, has defaulted in payment of rent and indicated by words or actions that he does not intend to return, the tenant will be deemed to have abandoned the property.
- Landlord's Rights and Obligations. The landlord must make reasonable efforts to "mitigate damages."
 - Landlord may enter the unit and take possession of personal property and store it in a reasonably secure place.
- Abandoned Personal Property. Landlord must send written notice to the tenant advising the tenant:
 - the name of the landlord;
 - the place where the property is stored;
 - the date on which the property will be disposed of or sold; and
 - their right to have the property returned.
- The notice must be sent by US Mail to the last known address of the tenant and any other address at which the landlord knows the tenant might receive the notice.
- The landlord can sell or dispose of all the property 45 days or more after the notice is sent to the tenant if the value of the property is more than \$250.00, and can apply any income from the sale of the property against money owed by the tenant including reasonable costs for transporting and storing the property. Any excess income must be held for the tenant for one year and then belongs to the landlord..
- The landlord can sell or dispose of all the property except personal papers, family pictures and keepsakes 7 days or more after the notice is sent if the value of the property is \$250.00 or less, and can apply any income from the sale of the property against money owed by the tenant including reasonable costs for transporting and storing the property. Any excess income must be held for the tenant for one year and then belongs to the landlord..
- If the tenant makes written demand for return of the property before the property is disposed of or sold, the landlord must return it or be liable for the value of the property and, perhaps, a penalty of \$500 per day up to a maximum of \$5000.
- These procedures may not be used in the event that a tenant dies and was the sole occupant of the unit.

RENT ESCROW. (59.18.115).

- Requirements. If a landlord does not fulfill a substantial obligation imposed by the RLTA and this causes a condition which substantially endangers or impairs

the health or safety of the tenant, the tenant may pay rent into an escrow account if all of the following conditions are satisfied:

- The landlord must have been given written notice of the condition and failed to remedy within 24 hours, 72 hours or 10 days, as applicable.
- The property must be inspected by a local government official and that person must certify that the condition exists and that it threatens the health or safety of the tenant.
- The tenant must make a good faith determination that he is unable to repair the condition himself or have it fixed within the dollar limitations imposed by the statute.
- The tenant must send written notice to the landlord in the form required by the statute advising the landlord that rent has been paid into escrow.
- Landlord's options when rent is paid into escrow.
 - Apply for release of funds after the local government official certifies that the condition has been remedied. The escrow must release the funds upon receipt of such a certification.
 - File a lawsuit contending that the tenant did not comply with the notice requirements.
 - File a lawsuit contending that there never was a violation or that it has been remedied.
 - Landlord cannot evict tenant for paying rent into an escrow account.

CARBON MONOXIDE (CO) ALARMS

Carbon monoxide alarms are required in:

- The immediate vicinity of the bedrooms.
- Each level of the housing unit.

DOMESTIC VIOLENCE. (RCW 59.18.570 – RCW 59.18.585).

A tenant who is the victim of domestic violence, sexual assault, unlawful harassment, or stalking (domestic violence) is entitled to terminate the tenancy, without penalty, under the following conditions:

- The tenant or a household member has a valid order for protection issued by a court; or
- The tenant or a household member has reported the domestic violence to a “qualified third party” and the “qualified third party” has given the tenant a written report signed by the “qualified third party; and
- The tenant notifies the landlord in writing that he or she or a household member has been the victim of domestic violence.

If these conditions are satisfied,

- The tenant may terminate the rental agreement without penalty and the tenant does not owe any rent beyond the last day of the month in which the tenant vacates the premises.

- A tenant shall receive their full security deposit in return less and deductions for cleaning or damages beyond normal wear and tear.
- If the tenant resides with other tenants, the landlord must refund the entire deposit to the tenant terminating their tenancy under this section, and seek any costs/damages from the other tenants on the lease.
- A tenant who has obtained a valid court order for protection against one or more cotenants may also ask the landlord to change the locks at the premises at the tenant's expense.
- A landlord may not terminate a tenancy, fail to renew a tenancy, or refuse to rent based on the tenant's or applicant's status as a victim of domestic violence.
- A screening company may not report that an applicant is or has been the victim of domestic violence, sexual assault or stalking.

A tenant who is the victim of sexual assault, stalking, or unlawful harassment by the landlord or an employee of the landlord, the tenant

- may change the locks at the rental property and/or
- terminate the tenancy.

The tenant must notify (written notice) the landlord within 7 days after:

- The locks have been changed, and must provide the landlord with either a copy of a court issued protection order or a copy of a report from a "qualified third party."
 - If the locks are changed by the tenant, the tenancy will automatically terminate 90 days later unless the tenant notifies the landlord that she/he has decided to remain as a tenant and provided a key to the new lock.
- The tenant moves out instead of changing the locks, and must provide the landlord with either the court order or the report from the "qualified third party."

DECEASED TENANT STATUTE. 59.18.590- RCW 59.18.595

The [Deceased Tenant Statute](#) was enacted in 2015 to assist housing providers and tenants in managing the death of a sole occupant in a rental property. The law is designed to provide certainty for both housing providers and to residents who is the sole occupant of a rental home, in the event of their death.

- Designated Person. A landlord may request that a resident sign a written form designating a person the landlord may contact if the resident dies during the tenancy (**designated person**). The obligation to complete the Tenant Designated Person Form by the resident is optional not mandatory.

The resident may also sign a Tenant Designated Person Form and give it to the landlord even though the landlord has not made a request.

- The [Tenant Designated Person Form](#) cannot be part of the rental agreement and must contain the designated person's:
 - name and mailing address;
 - any email address; and

- telephone Number;
- The form gives the designated person:
 - access to the rental unit;
 - the right to remove the deceased tenant's property;
 - receive any refunds due to the deceased tenant; and
 - dispose of the property consistent with any last will and/or the laws of intestate succession (providing for the disposition of a person's property if there is no will).
- The designated person's authority to act may be revoked in writing by the tenant and/or replaced with a new designated person any time prior to the tenant's death.
- If the landlord or the designated person knows of a *personal representative* appointed under a will, or a person claiming to be a *successor* who provides the housing provider with proof of death and an affidavit that meets the requirements of the [Small Estate Statute](#), the designated person's authority to act terminates.
- Landlord's Actions Upon Death. The law sets forth specific actions a landlord may or must take upon learning of the death of a sole occupant resident of a rental unit.
- **Entry into the Unit**. The housing provider may enter the unit to
 - immediately dispose of any perishable food, hazardous materials and garbage found on the premises. The
 - turn over any animals to a tenant representative or to an animal control officer, humane society or other individual or organization willing to care for the animals.
- **First Notice to Successors**. The housing provider must promptly mail or personally deliver a written [Notice of Resident's Death Form](#), which includes a mailing address, email address, and telephone number of the housing provider, to:
 - to the deceased tenant at the address of the dwelling unit;
 - to any emergency contact person listed on the rental application; and
 - to the following, all of whom are referred to in the law as "**tenant representatives**":
 - Any personal representative (the person designated in a last will and appointed by a court);
 - Any known designated person;
 - Any person known to the landlord and who the landlord reasonably believes to be a surviving spouse or surviving domestic partner of the deceased; and
 - Any persons known to the landlord and who the landlord reasonably believes to be the children, parents, siblings, grandparents or children of the grandparents of the deceased (successors).

- The **Notice of Resident's Death Form** must provide the following information:
 - the name of the deceased tenant and address of the dwelling unit;
 - the approximate date of death;
 - the rental amount and the date through which the rent is paid;
 - a statement that the tenancy will terminate fifteen (15) days from the date the notice is mailed or personally delivered, or the date through which rent is paid, whichever is later.
 - a statement that failure to remove the deceased tenant's property before the termination of the tenancy will allow the landlord to enter the unit, take possession of the property, store the property in a reasonably secure place, charge the actual or reasonable costs for moving and storing the property, and after service of a second notice, sell or dispose of the property.
 - A copy of the Tenant Designated Person Form must be included.

- There is no obligation on the landlord to search for an identify all of the deceased tenant's successors.

- A second Notice of Resident's Death Form must be sent prior to selling or disposing of the deceased tenant's property.

- **Response within Time Period.** If the housing provider is contacted by a tenant representative within the specified time period after the first notice by a written request for the deceased's property, the housing provider to turn over the deceased's property to the tenant representative making the request.

- Upon removal of property from the unit, the tenant representative must provide
 - an inventory of property; and
 - a signed acknowledgement that he/she has only been given possession, not ownership of the property.

- The housing provider cannot collect any funds from the tenant representative in this circumstance.

- **Payment of Additional Rent by Tenant Representative:** Prior to the expiration of the tenancy identified in the Notice of Resident's Death Form, a tenant representative may pay additional rent for the premises for up to 60 days after the resident's death, in order to arrange for a removal of the Deceased's property.
 - When an additional rent payment is paid by a tenant representative, the housing provider must send out a *written notice* entitled [Notice of Rent Payment](#) to the deceased tenant, and all others to whom the first notice was sent, that advises:
 - the name and all contact information of the tenant representative who made the payment;

- the amount of the payment and date through which rent is paid;
 - a statement that the housing provider may sell or dispose of the property if it is not removed from the unit by a certain date.
- **Storage of Deceased's Property:** If a tenant representative fail to contact the landlord within 15 days of the first notice, or if additional rent is not paid, the landlord shall send a second written notice to the individuals identified previously. The notice must include a statement that the housing provider may sell or dispose of the property at least 45 days after the second notice is mailed, if the property is not claimed and removed.
 - Housing Provider's Actions after Second Notice: Upon written request by the tenant representative after the second notice, the housing provider shall turn over possession of the Deceased's property, provided the tenant representative
 - pays the actual or reasonable costs of transportation and storage; and
 - an inventory of property; and
 - a signed acknowledgement that he/she has only been given possession, not ownership of the property.
 - The landlord can charge rent that would be charged at a commercial storage facility plus the costs that would have been incurred for packing and moving the property into storage. A form to advise that the property is being stored is attached.
- Sale of Deceased Tenant's Property: The landlord may sell or dispose of the property, except for personal papers and personal photographs, if the landlord has not received any response from the Notices.
 - If the housing provider determines the value of the Deceased's property to be greater than \$1,000, the property shall be sold in a commercially reasonable manner. Any property not sold, may be disposed of in a reasonable manner.
 - If the housing provider determines the value of the Deceased's property to be less than \$1,000, the property may be disposed of in a reasonable manner.
 - Any income derived from the sale of the property may be applied to:
 - any costs of sale and
 - any money due to the landlord including transportation and storage.
- Any excess income must be held for one year from the date of sale. If a claim is not made, the money must be considered abandoned and delivered to the Department of Revenue pursuant to [RCW 63.29](#).
- Personal papers and photographs must be held for 90 days after the date of sale. After 90 days, the personal papers and photographs may be destroyed or held for the benefit of any successor of the deceased.

- The housing provider and any employees of the housing provider, and their family members, are prohibited from acquiring the property of the deceased.

This is a summary of the Washington Residential Landlord-Tenant Act and the Washington Unlawful Detainer Act and should not be construed as legal advice. To obtain legal advice on a specific residential landlord-tenant issue, please [visit WMFHA's website](#) for a list of member attorneys.

**TENANT DESIGNATION
PURSUANT TO RCW 59.18.590**

The undersigned, _____ [TENANT NAME], a resident at
_____ [APARTMENT COMMUNITY], _____ [City], Washington,
hereby designates _____, Designee, as the person to act on my behalf pursuant to
RCW 59.18.590 in the event that I am the sole occupant of the premises on the date of my death.

My designee's mailing address is _____

My Designee's telephone number is: _____

My Designee's address for electronic communications, if any, is: _____

Designee is allowed to have access to the premises, remove my personal property, receive funds due me from my landlord, and dispose of my property consistent with my last will and testament and any applicable intestate succession law.

I understand that this designation will remain in effect until revoked by me or replaced with a new designation. I also understand that I may change my designee or revoke this designation in writing at any time prior to my death.

Dated: _____

_____, resident

NOTICE OF RESIDENT'S DEATH
RCW 59.18.595

Each of you is hereby notified that _____ [TENANT], who was the sole occupant of the premises located at _____ [PROPERTY & ADDRESS], died on approximately _____ [DATE OF DEATH].

Pursuant to RCW 59.18.595, you are advised that the monthly rent of \$_____ for the premises is paid through _____. Pursuant to state law, the tenancy for the premises will end on _____¹ unless a tenant representative as defined in RCW 59.18.030 makes arrangements with the undersigned prior to that date and pay additional rent in advance for no more than 60 days from the date of resident's death to allow for orderly removal of the resident's property. If a tenant representative fails to remove the resident's property from the unit by either _____,² or the date through which additional rent is paid, the tenancy ends, the landlord will take possession of the property and store it in a reasonably secure place. If the property is stored, reasonable moving and storage costs must be paid prior to retrieving the property and, after sending a second notice; the property may be disposed of or sold.

Dated: _____

Signed: _____

Address: _____

Phone: _____

Email: _____

This notice is being sent to the following:

A copy of the designation signed by the resident, if any, is attached.

¹ Insert date that is the latter of date through which rent is paid or at least 15 days after this notice is mailed.

² Insert date that is the latter of date through which rent is paid or at least 15 days after this notice is mailed.

**NOTICE OF RENT PAYMENT
RCW 59.18.595**

This is to notify you that a tenant representative for _____ who died on approximately _____ has made arrangements to pay rent for the premises at _____ in the amount of \$ _____. This amount pays the rent through _____.

Pursuant to RCW 59.18.595, the undersigned landlord may sell or dispose of the property on or after _____,³ if a tenant representative as defined in RCW 59.18.030 does not claim and remove the property from the premises on or before this date and pay the reasonable costs of moving and storing the property.

The person who paid the rent is _____, whose mailing address, phone number and any other contact information are as follows:

Dated: _____

Signed: _____

Address: _____

Phone: _____

Email: _____

This notice is being sent to the following:

³ Insert date that is the later of 45 days after this notice is mailed or the date through which the additional rent has been paid.

NOTICE OF STORAGE OF PROPERTY
RCW 59.18.595

This is to notify you that the undersigned landlord has taken possession of the personal property of _____ who died on approximately _____. The deceased was a resident at _____. The property is being stored in a reasonably secure place.

Pursuant to RCW 59.18.595, the undersigned landlord may sell or dispose of the property on or after _____,⁴ if a tenant representative as defined in RCW 59.18.030 does not claim and remove the property from storage on or before this date and pay the reasonable costs of moving and storing the property.

Dated: _____

Signed: _____

Address: _____

Phone: _____

Email: _____

This notice sent to the following

⁴ Insert date that is the later of 45 days after this notice is mailed.



Local Operator's Guide

The following is a summary of local rental housing regulations that supersede State laws.

Updated 2023 City of Bellingham.

- 120 days notice of any rent increase is required (BMC 6.12)
 - *State law requires 60 days' notice for all rent increases.*
- 60 days' notice to terminate a tenancy is required for any "no cause" termination of tenancy. (BMC 6.13)
 - Examples of for cause notice that are exempt from this section include, but are not limited to:
 - three-day notice to pay or vacate
 - three-day notice for waste or nuisance
 - 10-day notice to comply with the terms of the rental agreement or vacate
 - any 20-day notice provided under federal or state guidelines applicable to low income or affordable housing programs that is also accompanied by documentation of serious and repeated violations of the material lease provisions or a condition that makes the resident's unit uninhabitable.

State law requires compliance with just cause to terminate a residential tenancy. (RCW 59.18.650).

City of Vancouver.

- Requires 45 days' notice where rent increase exceeds 10 percent (VMC 8.46).
 - *State law requires 60 days' notice for all rent increases.*
- Requires 60 days' notice to terminate the tenancy
 - Examples of for cause notice that are exempt from this section include, but are not limited to:
 - three-day notice to pay or vacate
 - three-day notice for waste or nuisance
 - 10-day notice to comply with the terms of the rental agreement or vacate

State law requires compliance with just cause to terminate a residential tenancy. (RCW 59.18.650).

Updated 2023 City of Burien. ([Municipal Code](#))

- 120 days notice is required for any rent increase exceeding 3 percent (KMC 8.55)
- 180 days notice is required to any rent increase exceeding 10 percent
- Move-in fees capped at 1 months rent
- Move in fees can be paid in installments
 - 6 installments for leases 6 months+
 - 2 instalments for leases under 6 months
- Late fees capped at \$10/month
- Local "Just Cause" ordinance

- No SSN required to apply
- Tenants on fixed income or receive assistance can adjust rent due date
- Rental property registration program
- Requires property managers to distribute written rental criteria *and* [a link to an informational website](#) that provides information about rental properties in Burien.
- Requires property managers to [distribute a packet of information](#) (similar to the City of Seattle's) to each tenant at the initiation of the tenancy, and annually thereafter.
- Requires property managers to *provide a copy of* [a resource summary](#) whenever a termination notice is served (14-day, 10-day, 20-day notice)
- Requires property managers to consider a request for a reasonable accommodation related to the service of a notice.
- Requires property managers to provide 60 days' notice of intent to sell a building to the city when apartment homes in the building rent for 80% or less of Area Median Income (AMI).
- Implements **just cause eviction requirements** - requiring the property manager to include at least one of 17 identified in any notice to terminate. The just cause requirements mirror those in the City of Seattle. The most commonly used reasons for termination in multifamily properties are:
 - The tenant fails to comply with a 14-day notice to pay rent or vacate
 - The tenant habitually fails to pay rent when due at least four times in a 12-month period
 - The tenant fails to comply with a 10-day notice to comply or vacate
 - The tenant habitually fails to comply with at least three 10-day notices in a 12-month period
 - The tenant's occupancy is conditioned on employment and the employment relationship has ended
 - The owner seeks to substantially rehabilitate the building, requiring at least one permit and provides at least 120 days' notice. The permit must be obtained prior to terminating the tenancy
 - The owner elects to demolish the building and provides at least 120 days' notice. The owner must obtain a permit to demolish the building.

The city of Burien's just cause eviction law supersedes the State law for properties in the city of Burien only.

City of Federal Way. ([Municipal Code](#))

- Requires good cause to terminate a tenancy in the following ways:
 - The tenant fails to pay rent, except where the tenant has withheld rent due to conditions that deprive the tenant or occupants of normal use of the dwelling unit.
 - The tenant substantially and materially breaches a non-monetary requirement of the rental agreement, having failed to take reasonable steps to cure the breach within the time required by state law.
 - The tenant has committed or permitted waste upon the premises, unlawful activity, or an ongoing, substantial interference with the use and enjoyment of the premises by the landlord or neighbors of the tenant.
 - A person enters upon land of another without the permission of the owner and without having color of title thereto and refuses to vacate but does not apply to an

- immediate family member of a tenant of record absent a violation of legal occupancy limits.
- The landlord seeks to remove the dwelling unit from the rental market for one of the following reasons, after providing the tenant with 120-day advanced written notice of the eviction:
 - the landlord or his or her immediate family seeks to occupy the dwelling unit as their principal residence
 - the landlord seeks to convert the dwelling unit to a condominium pursuant to RCW 64.34.440
 - the landlord seeks to demolish or substantially rehabilitate the dwelling unit
 - a governmental entity has prohibited the continued rental of the dwelling unit to the tenant
 - the landlord intends to remove the dwelling unit from the rental market for at least a 24-month period.
 - (There is a rebuttable presumption that the landlord did not act in good faith, if, after the landlord terminates the tenancy under subsection (5)(e)(i) of this section, the landlord or their immediate family fails to occupy the unit as a principal residence for at least 90 consecutive days during the 120 days immediately after the tenant vacated.)
 - The tenant continues in possession after the expiration of a rental agreement after having declined to enter a new or extended rental agreement offered pursuant to FWRC 20.05.050.
 - The tenant continues in possession after having received a 30-day notice to quit due to chronic, unexcused, and unjustified failure to pay rent, with such pattern documented in the filing of numerous unlawful detainer actions over a 12-month period.
 - The dwelling unit was provided to the tenant as part of a transitional housing program or other program which receives public funding and operates on a model that provides temporary housing.
 - The landlord resides in the dwelling unit and no longer wishes to cohabit with the tenant.
 - The landlord establishes other good cause under FWRC 20.05.060.
 - (If a tenant dies, vacates, or voluntarily or involuntarily abandons the dwelling unit, the protections of this section apply to any remaining co-tenants in the dwelling unit. However, the landlord may require any remaining co-tenant to take over the existing rental agreement as a condition of remaining in the dwelling unit.)
 - Adds and expands protected classes and permits defense against eviction based on tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.
 - Requires renewal offers be sent between 60 and 90 days before lease termination; the tenant has 30 days to accept or decline the offer.
 - Renewal actions prohibit any material changes to the lease agreement.

The city of Federal Way's just cause eviction law supersedes the State law for properties in the city of Federal Way only.

Update 2023 City of Auburn. ([Municipal Code](#))

- At move-in.

- Distribution of Information.
 - The written rental criteria must include a link to a city of Auburn informational website. Where the tenant cannot reasonably access the internet, the landlord must provide the tenant with a paper copy of the required information included on the website. www.auburnwa.gov/renting
 - A summary of the laws must be provided when they are made available, at the initiation of tenancy and with any renewal of a rental agreement. The initial distribution must be in writing and thereafter may be provided electronically. The landlord must obtain the tenant's signature acknowledging receipt of the summary of laws or the landlord may draft a declaration if the tenant refuses. www.auburnwa.gov/renting
 - A Notice of Resources prepared by the city must be provided with any legal notice served (10-day, 14-day, 20-day, 120-day) www.auburnwa.gov/renting
- The law set limitations on the collection of a security deposit:
 - A security deposit cannot exceed the monthly rent.
 - An additional security deposit may be added to tenants with pets that is "reasonable."
- No other fees may be charged in connection with the lease or rental agreement unless such fee is agreed to in writing at the time of entering the lease agreement.
-
- If the total amount of a security deposit and nonrefundable move-in fees exceeds 25% of the first full month's rent, and payment of last months' rent is required at inception of tenancy:
 - For tenancies 3+ months, may elect to pay in three consecutive and equal monthly instalments
 - For tenancies less than 3 months, may elect to pay in to two consecutive months
- Rent increases.
 - Any increase in rent or non-rent charges must be in writing and signed by the tenant.
 - Any rent increase of more than 5 percent requires at least 120 days advance notice.
 - In subsidized tenancies, where rent is based on the income of the tenant, the landlord shall provide a minimum of 30 days' notice and the increase in rent will become effective at the end of the term of rental agreement, or sooner upon mutual consent.
 - Rent increase notices must be served in the same manner as a termination notice by knocking and personal delivery, or by posting and mailing.
- A landlord reviews requests for a reasonable accommodation related to the service of a notice.
- Late fees are limited to \$10 per month.
- Termination.
 - Just cause eviction.

- The tenant fails to comply with a 14-day notice or habitually fails to comply with a 14-day notice four times in a 12-month period.
 - The tenant fails to comply with a 10-day notice or habitually fails to comply with a 10-day notice three or more times in a 12-month period.
 - The owners seeks possession for their or their immediate family's occupancy upon 90 days' advance notice.
 - The owner elects to sell the dwelling unit subject to 90 days' advance notice.
 - The tenant's occupancy is conditioned on employment.
 - The owner seeks to complete substantial rehabilitation, demolish or change the use of the rent units, upon 120 days' advance written notice.
 - The tenant, or invitees, have engaged in criminal activity on the premises or public right-of-way abutting the premises including drug related activity, or a crime that substantially affects the health or safety of other tenants or the owner.
- Notice of Intent to Sell.
 - The law requires property owners to provide notice of proposed sale of housing where anyone rents an apartment home at or below 80 percent of AMI except where the property is transferred to a family member, transferred by a will, or that are not listed for sale; or where 20% or fewer of the units are studio apartments and the rent level in these studio apartments is the triggering event.

City of Tacoma.

- Distribution of Information.
 - Provide a website link with the screening criteria. At the time of application and with the rental criteria, property managers must provide applicants with a link to a dedicated website hosted by the city. The website is: <http://www.cityoftacoma.org/rentalhousingcode>. The website includes information about the property, including information about code violations, and enforcement information, as well as the website address for the Washington Secretary of State for purposes of providing voter registration information.
 - Provide an "[Information for Tenants](#)" Packet. Within 30 days of the Packet becoming available, property managers must provide a copy to all residents in written form. The property manager should obtain a signature acknowledging receipt. If the resident refuses or is unavailable, the property manager may draft a declaration stating when and where the landlord provided the Packet. At the initiation of the tenancy, the Packet must be provided with the lease.
 - The Packet must be provided annually and may be provided electronically.
 - The packet will be available February 1.
 - Provide a resource summary with any 3-day, 10-day or Notice to Terminate. A resource summary, prepared by the city, must be provided when any Notice to Comply or Notice to Terminate is served to a resident.
- Installment payments for move-in fees.
 - At the applicant's written request, the security deposit, non-refundable move-in fees and/or last month's rent may be paid in installment payments.
 - In tenancies three months or longer, the applicant may pay the move-in fees in three consecutive equal monthly installments.
 - In month-to-month tenancies, the applicant may pay the move-in fees in

- two equal installments, the first payment due at the inception of the tenancy, and the second due the first day of the second month.
 - Move-in fees do not include the application fee required to obtain the tenants screening report.
 - If last month's rent is not charged, and the other move-in fees charged do not exceed 25% of the first full month's rent, installment payments are not permitted.
- Termination of the tenancy.
 - For any no cause termination notice, the property manager must provide at least 60 days notice of the intent to terminate. Notices exempt from this section include 3-day notice to pay or vacate, 10-day notice comply.
 - Whenever the property owner intends to substantially renovate, demolish, or change the use of a rental property, the property manager must provide at least 120 days notice to terminate the tenancy prior to the end of the lease period.
 - Landlords without a business license are prohibited from evicting a tenant.
 - A landlord may not require a tenant to provide more than 20 days' advance notice to terminate a tenancy.
 - The city of Tacoma adopted a local just cause ordinance consistent with State law.
- Tenant Relocation Assistance. Whenever the property owner intends to substantially renovate, demolish, or change the use of a rental property, the property manager must also provide a Tenant Relocation Assistance Packet. Packets can be obtained from the city.

Unincorporated King County ([link to Code](#))

“Unincorporated King County” generally means properties located in Ames Lake, Baring, Boulevard Park, Bryn Mawr – Skyway, Cottage Lake, East Renton Highlands, Fairwood, Fall City, Greenwater, Hobart, Mirrormont, Ravensdale, Riverbend, Tanner, Union Hill-Novelty Hill area, Vashon, and White Center.

- At move-in.
 - A landlord may request but cannot require a social security number from the applicant on the application.
 - “Move-in fees and security deposits” are limited to one month’s rent.
 - These are “fees charged to a tenant before the tenant moves into a unit.”
 - Provides a specific installment payment schedule for move-in fees and security deposits
 - Leases 6 months or more equal to 6 equal monthly installments over the first 6 months.
 - Leases less than 6 months equal to two equal monthly installments over the first two months.
 - Last month’s rent is not included in the installment plan.
- Late Fees.
 - Late fees cannot exceed 1.5 percent of the tenant’s monthly rent.

- The rental agreement must describe when late fees may be assessed. Under state law late fees cannot be assessed until 5 days after rent becomes due.
- Rent Increases.
 - Any rent increase exceeding 3 percent must be provided with 120 days' notice, except where the rent is based on the tenant's income.
 - Rent increases are prohibited where the tenant has notified the landlord of a defective condition in accordance with state law (RCW 59.18.070).
 - Tenants may propose an alternative due date for payment of their rent when they provide the request in writing and their primary source of income is not received until the date rent is due in the rental agreement.
- Termination and eviction.
 - Creates a local just cause eviction ordinance, including:
 - Reduces the standard of noncompliance with the rental agreement to "noncompliance with a material term of the rental agreement."
 - Permits termination by knowingly allowing an animal that has been declared vicious
 - Creates retaliation prohibitions including prohibitions on "representations, omissions, acts or practices that mislead or are likely to mislead a tenant; the tenant's interpretation of the representation, omission, act or practice is reasonable under the circumstances; and the representation, omission, act or practice is material."
 - "Unfair or abusive acts or practices" materially interfere with the ability of any tenant to understand a term or condition of the rental agreement or the tenancy; or taking unreasonable advantage of a lack of understanding on the part of the tenant regarding the conditions of the tenancy or rights under the law or the inability of the tenant to protect the tenant's interests.
 - All notices must identify the facts and circumstances known and available to the landlord at the time of the issuance of the notice.
 - Acceptance of rent waives the right to proceed on an existing 10-day notice.
 - Requires any [14-day notice](#) to include specific provisions in 16 point **bolded** font.

"Pursuant to RCW 58.12.030(3), you have fourteen days to pay the rent required by this notice. After fourteen days, the landlord is required by RCW 59.18.410(2) to allow you to pay the rent up to five court days after a judgement in an eviction proceeding, but you may be subject to a late fee, if a late fee is required in the rental agreement and any court costs incurred at the time of

payment. Attorneys' fees may also be requested by the landlord and may be awarded to the landlord by a judge."

- Provides a right to counsel for indigent tenants in all unlawful detainer actions through the Department of Public Defense.

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Tenant Screening

Criminal History: A housing provider may not consider or use any criminal history in a tenant screening decision, except for registry information. The application cannot include any question asking whether the applicant has been convicted of a prior offense, including offences requiring registration. (a 9th Circuit Court of Appeals partial overturn of this ordinance, makes this a gray area, check with you legal council)

Denial of tenancy based on registry information must be based upon a legitimate business reason, after consideration of the following factors:

- The nature and severity of the crime
- The number and types of convictions
- The time that has elapsed since the date of conviction
- Age of the individual at the time of conviction
- Evidence of good tenant history
- Any supplemental information related to rehabilitation, good conduct, etc.

Additionally, the city interprets the law to prevent use of the Office of Foreign Asset Control (a/k/a terrorist watch list) maintained by the United States Department of Treasury. (*This is often provided through a credit report instead of a criminal history search.*)

All applications must include the following statement:

"[Housing Provider] is prohibited from requiring disclosure, asking about, rejecting an applicant, or taking adverse action based on any arrest record, conviction record, or criminal history, except sex offender registry information."

Preferred Employer Discounts

Discounts targeted to employees of specific employers or trades cannot be advertised or offered to any individuals of any company without offering the same discount to all qualified applicants. (i.e. Amazon employee discount)

- An exception exists for individuals who are public employees (i.e. military discount).

Adding Additional Occupants

Additional occupants can be added to an existing lease agreement. The tenant must provide notice to the housing provider within 30 days of the commencement of the occupant.

A housing provider may require screening of all potential tenants and occupants, however, the housing provider cannot deny occupancy to an immediate family member under any circumstances.

“Immediate family” means spouses, domestic partners, former spouses, former domestic partners, adult persons related by marriage, siblings, persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, and persons who have a parent-child relationship, including parents, stepparents, grandparents, adoptive parents, guardians, foster parents, or custodians of minors. For purposes of this definition, "dating relationship" means a social relationship of a romantic nature. Factors a court may consider in determining the existence of a dating relationship include: (a) the length of time the relationship has existed; (b) the nature of the relationship; and (c) the frequency of interaction between the parties.

Security Deposits & Nonrefundable Fees

Seattle limits move-in costs. The limitations do the following:

Security Deposits:

- Limits the maximum security deposit to one month’s rent less any nonrefundable fees charged.
- Permits up to a 6-month payment plan, when the resident makes a request, which includes the security deposit and non-refundable fees.
- An exception exists when the security deposit is less than 25% of the first full month’s rent and the housing provider does not require payment of last month’s rent.
- Failure to make payments pursuant to a payment plan is subject to a 14-day notice.

Nonrefundable Fees:

- Limits one-time nonrefundable fees charged at move-in except:
 - The application fee, which cannot exceed the actual cost of the screening report received; and
 - The cleaning fee. Any costs for cleaning cannot then be deducted at the end of the lease when the resident moves out.
 - Combined the application fee and cleaning fee cannot exceed 10 percent of the first full month’s rents except when the application fee exceeds 10 percent of the first month’s rent.
 - If the application fee is paid directly to the screening provider, the cost is not included any screening calculation.
 - All other recurring fees are permitted.

Pets:

- Nonrefundable fees are not allowed for the keeping of pets.
- A pet damage deposit is permissible up to 25% of the first full month’s rent for each pet.
- The pet damage deposit can be paid by a 3-month payment plan, if requested by the resident.
- Additional rent for keeping a pet is permissible and may be separately itemized in a rental agreement

Installment payments for move-in costs

- The city of Seattle permits a tenant to pay move-in costs in up to 6 monthly installments. The law does not provide a specific time frame when a tenant may make those installment payments. Installment payment schedules are available, by request of the tenant, when the move-in costs exceed 25 percent of the first month's rent.
- If the tenant fails to make a payment, the housing provider should serve at 14-day notice to comply. If, after judgment, the tenant vacates and damages remain, the housing provider may access the Housing provider Mitigation Fund for up to \$5,000.
- Under State law, any installment payment must be paid with the rent.

(Note the state of Washington has a different installment payment schedule – Seattle law applies)

First in Time

- All screening criteria must include the minimum criterion necessary to qualify for a rental home, including all documentation necessary for an individualized assessment or other screening.
- Screening criteria must include whether units are set aside for individuals with income below the average of the area (i.e. MFTE, tax credit, etc.). Also, screening criteria must include information on how to request additional time.
- The complete screening criteria must be included in any online advertising or must be directly linked to the criteria when a unit is advertised for rent.
- All websites advertising a unit for rent must include the screening criteria or a hyperlink to access the screening criteria.
- All completed applications must include the date and time the completed application is received by the housing provider. If an applicant asks for more time because they are of Limited English Proficiency or because of disability, the time and date the request for additional time is made, is the time and date of the completed application.
- Housing providers must screen applicants in the order the housing provider receives the *completed applications* and offer tenancy to the first applicant that provides a completed application and qualifies under the housing provider's screening criteria.
- An applicant has 48 hours to accept tenancy. Individuals required to provide additional information (e.g. conditional approval) must be given 72 hours to provide that information.

Rent-bidding Lawsuits

- Use of rent bidding websites is prohibited.

Written Move-in Checklist

- At the initiation of tenancy, the housing provider must provide the tenant with a written checklist to inspect the apartment home. In order to collect and keep either a portion or all of the security deposit, the written checklist must be signed by both the housing provider and the tenant.
- The checklist must be specific and include an opportunity to document the condition of the unit, describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances

- The lease agreement must include the name, address, and location of the bank where the security deposit is held.

Packet of Seattle Laws

- Seattle requires all residents receive a "Renting in Seattle" Handbook prepared by the city.
 - The "Renting in Seattle" Handbook it must be provided to residents when they sign their lease and with any renewal. For residents with month-to-month tenancies, the Packet must be provided annually. It must also be provided whenever the Summary of Laws document is updated by the city.
- If you haven't already, take some time to read the document, so you and your teams know what is being provided to residents of your communities.

Parking

- Apartment homes cannot "come with" a parking spot. Any parking provided by the housing provider to the resident must be specifically described in an addendum, including any rent due for use of the parking space. An exception exists when the apartment home has an attached garage to the unit.
- There is no requirement to charge for the use of parking, however, this is a supplemental revenue opportunity. In certain areas, residential parking may be rented commercially to transit riders.
- Lease changes must occur at the end of the current term, on renewal.

Accepting Payment of Rent

- A housing provider may refuse to accept cash, but must provide at least one non-electronic means of payment.
- A housing provider must provide the tenant with a receipt for any payment made by cash or when the tenant makes a request for a receipt.

(State law permits a housing provider to refuse to accept cash.)

Rental Inspections

- In 2012, Seattle created the Rental Registration and Inspection Ordinance, which requires all rental properties to register with the City. Once every 10 years, the property will be inspected to make sure the rental property complies with basic life-safety issues. The city has created an inspection checklist that either a city-inspector or private inspector will use to determine whether the property complies with the law.
- All rental properties must be registered with the City prior to serving any termination notice.
- By now you should have registered with the city and some of you may have received inspection notices to inspect 20% of your homes, up to maximum of 50 units in each community.
- When you receive a notice of inspection from the city, notify your all your residents of an upcoming inspection and ask that each resident identifies and reports any maintenance issues they need to be fixed.
- Complete an annual inspection of every home in your community to identify any life safety issues that may be present.
- At least two days prior to the inspection date, notify your residents of the units that will be inspected by a proper notice.

Ratio Utility Billing Systems

- The rules require a housing provider or billing agent to provide tenants with specific information about their bills and to disclose their billing practices, either in a rental agreement or in a separate written notice. It is a violation of the ordinance if a housing provider imposes a new billing practice without appropriate notice.
- Housing providers must post, or hand-deliver or mail to tenants if posting isn't possible, a written description of the methodology used to allocate each utility service and a copy of Seattle Municipal Code Chapter 7.25.
- Billing must include:
 - The name, business address and telephone number of the housing provider or third-party billing agent, whichever one sent the bill to the tenant.
 - Show the basis for each separate charge, including service charges and late fees, if any, as a line item, and show the total amount of the bill.
 - If the units are sub-metered, include the current and previous meter readings, the current read date, and the amount consumed.
 - Specify the due date, the date upon which the bill becomes overdue, the amount of any late charges or penalties that may apply, and the date upon which such late charges or penalties may be imposed.
 - Any past due dollar amounts.
 - The name, mailing address and telephone number for billing inquiries and disputes, the business hours and days of availability, and the process used to resolve disputes related to bills.
- A tenant can dispute a third-party billing by notifying the billing agent and explaining the basis for the dispute. This must be done within 30 days of receiving a bill. The billing agent must contact the tenant to discuss the dispute within 30 days of receiving notice of the dispute.
- What utility charges can be passed through to tenants?
 - A service charge of no more than \$2 per utility per month, not to exceed a cumulative service charge of \$5 per month for all the utilities.
 - Late payment charges of no more than \$5 per month plus interest at a rate not to exceed 1% per month.
 - Late payment charges shall not accrue until at least 30 days after the tenant receives the bill.
 - Insufficient funds check charges for dishonored checks must not exceed \$31 per dishonored check

Housing providers must make the prior two years utility bills available for review by residents and post or make available the most recent three months' utility bills for residents to view.

Late Fees

- **Cannot exceed \$10/month**

Rent Increases

- All rent increases require at least 180 days' advance written notice.

- All rent increase notices must include a statement where a resident can obtain information about their rights and responsibilities.
- The resident may suspend a rent increase, prior to the effective date, if the resident has made requests for repairs of significant life and safety issues, and those repairs have not been completed before the effective date of the rent increase.
- Any rent increase can only become effective at the beginning of a rental period.

Relocation Assistance (Rent increases)

- When a tenant receives a cumulative rent increase of 10 percent or more in a 12 month period, and the tenant moves as a result of the rent increase, the tenant can apply to the City for “relocation assistance” equal to 3 months rent.
 - The landlord is required to reimburse the tenant for the relocation assistance provided by the City to the tenant.
- The tenant must earn less than 80 percent Area Median Income (AMI) in order to qualify for and receive relocation assistance.
- Every rent increase notice must include a notice prepared by the City. The notice must be served personally to an adult in household or by first class mail and by mailing with return receipt required.

Notices

All notices must be provided to the tenant in writing and with sufficient documentation to identify the date of receipt.

All notices provided by the housing provider to the tenant require the following statement

“If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684- 5700 or visit the web site at www.seattle.gov/rentinginseattle.”

As a result of COVID-19 the following additional information is required to be included in the Notice:

If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684- 5700 or visit the web site at www.seattle.gov/rentinginseattle.

If you cannot pay rent, during or within 6 months after the end of the Mayor’s moratorium on evictions, your inability to pay is a defense to eviction that you may raise in court.

City law entitles you to pay overdue rent in installments. If your landlord does not accept payment according to the installment schedule, you may raise this as a defense to eviction in court.

If you cannot pay rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020, your inability to pay is a defense to eviction that you may raise in court.

RIGHT TO LEGAL COUNSEL: CITY LAW PROVIDES RENTERS WHO ARE UNABLE TO PAY FOR AN ATTORNEY THE RIGHT TO FREE LEGAL REPRESENTATION IN

AN EVICTION LAWSUIT. If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684-5700 or visit the web site at www.seattle.gov/rentinginseattle.

Notice of Sale

- In properties with rents that affordable to individuals and families earning 80 percent AMI or less, the owner must provide at least 90 days' advance written notice of sale to the Seattle Housing Authority and to the Seattle Office of Housing, prior to advertising the property for sale or listing it with a listing service.
- A notice must also be posted in a conspicuous place in the apartment building and contain information on where tenants can find resources to purchase a home.
- A declaration, signed under oath is required to be served to the Seattle Office of Housing.
- If the owner receives an unsolicited offer to purchase the property the owner must comply with the requirements above, within two days.
- If tenants / interested purchasers (non profits) do not provide any interest within 30 days, the owner may proceed with a sale of the property.

Relocation Assistance

- Relocation assistance is required when the owner intends on making upgrades to existing units and must be paid to residents who earn less than 50% of AMI.
- The city requires an application and information from residents when an application for relocation is submitted.
- The process takes approximately six to nine months.

Just Cause Eviction

The City of Seattle requires “just cause” to terminate a month-to-month tenancy. There are 18 limited reasons available to terminate a tenancy. Here are some of the most relevant to multi-family properties:

- Failure to pay rent or habitual failure to pay rent four or more times in a 12-month period
- Material violation of the rights and responsibilities identified by law
- Habitual failure to follow the terms of the lease agreement and community policies resulting in three 10-day notices in a 12-month period
- Removal of the unit from the rental market
- Occupancy of the apartment home is conditioned on employment
- Resident engages in criminal activity on the premises

See “Winter eviction moratorium” and “school year eviction moratorium” below.

Termination of a fixed term lease.

- A landlord is required to provide “just cause” when terminating a fixed term lease.
- If there is no just cause, the landlord must provide an offer of renewal between 60 and 90 days prior to the end of the lease term with reasonable terms.
 - The proposed rental agreement must be personally delivered to the tenant, or posted and mailed.

- There is a rebuttable presumption the offer of renewal was unreasonable if the tenant declines the offer and the unit is listed within 30 days of termination with more favorable terms.
- The tenant must have at least 30 days to consider the rental agreement.
- A tenant with a fixed term lease must provide at least 60 days' notice to terminate a tenancy.

Condo Conversions

- Residents are afforded the right to purchase the apartment home they reside in prior to the unit be listed for sale
- Residents must be provided 120 days' notice prior to terminating a lease
- Residents must be notified of their rights to relocation assistance and information about ending rental agreements
- Apartments must also be inspected by the city prior to sale and any housing, building maintenance code violations repaired
- Residents may be eligible for relocation assistance if they elect not to buy their apartment home and earn less than 80% area medium income. Elderly and disabled residents may be entitled to additional relocation assistance. Relocation assistance is paid 100% by the owner/developer.

Domestic Violence.

- Whenever a tenant terminates a tenancy, the tenant may provide information that identifies them to be a victim of domestic violence. The information provided is consistent with the rights provided to tenants under the domestic violence laws of Washington.
- A housing provider cannot charge a tenant to repair damage caused by an act of domestic violence. A mitigation fund is established, but it currently unfunded, to reimburse housing providers for the cost of damage up to \$1,500.

Winter Eviction Moratorium.

A tenant may raise a defense to eviction for nonpayment of rent only if the eviction hearing occurs between December 1 and March 1 of each year.

The law applies when the following conditions are met:

- The owner owns more than 4 units
- The tenant earns less than 100 percent AMI (2020: \$113,300 for a family of four or about \$79,290 for an individual).
- A unfunded Mitigation fund exists to provide ren assistance to low-income renter defined as those earning less than 80% AMI (\$66,700 for an individual and \$95,250 for a family of four).

School Year Eviction Moratorium.

A tenant may raise a defense to eviction, except under certain circumstances, when they are affiliated with a K-12 school, have school age children or are affiliated with a pre-school or other day care, and they would have to vacate during the school year.

Under the law, the tenant is one of the following:

- A child or student (means any person under the age of 18 or enrolled in a school). “School” means any childcare, early childhood education and assistance program, or head start facility, and any public, private, or parochial institution that provides educational instruction in any or all of the grades and age groups up to and including twelfth grade;
- A person having legal custody of a child or student; or
- An educator. An “educator” is any person that works at a school in Seattle as an employee or independent contractor or its governing body, including but not limited to all teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, cafeteria workers, and maintenance workers.

Exceptions to the eviction defense include –

- The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18 RCW.
- The owner seeks to discontinue use of a housing unit unauthorized by Title 23 after receipt of a notice of violation.
- The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit.
- The owner seeks to reduce the number of individuals who reside in one dwelling unit to comply with the legal limit after receipt of a notice of violation.
- The owner seeks to discontinue use of an accessory dwelling unit for which a permit has been obtained pursuant to Sections 23.44.041 and 23.45.545 after receipt of a notice of violation.
- An emergency order requiring that the housing unit be vacated and closed.
- The owner seeks to discontinue sharing with a tenant of the owner's own housing.
- A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises.

Miscellaneous Provisions.

- Utility terminations are prohibited.
- Occupancy standards must be recommendations based on sleeping area where the effect of any occupancy standard may deny a family the opportunity to apply for or occupy a rental unit.

Tenant Protections By Jurisdiction

	Seattle	King County (unincorporated)	Kenmore	Redmond	Kirkland	Olympia	Issaquah	Port Townsend	Burien	SeaTac
Notice of rent increases	180 days for <i>any</i> rent increase	120 days for >3%	120 days for >3% 180 days for >10%	120 days for >3% 180 days for >10%	120 days for >3% 180 days for >10%	120 days for >5% 180 days for >10%	120 days for >3%	120 days for >3% 180 days for >10%	120 days for >3% 180 days for >10%	120 days for >3% 180 days for >10%
Move-in fees	Similar to other listed examples but more complicated; see city website for details.	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 months.)	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 months.)	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 months.)		Capped at 1-month rent, May not charge to "hold" a unit prior to possession, Pet damage deposit is separate	-	-	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 months.)	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 months.)
Pet Deposit	-	-	-			Caps at 25% of 1-month rent, right to pay over 3 months May not keep any portion for damage not caused by pet				
Exceptions to move-in/security					Agreement between tenant and housing provider possible, must be approved by tenant attorney					
Late fees	Capped at \$10/month	Capped at 1.5% of monthly rent	Capped at 1.5% of monthly rent	Capped at 1.5% of monthly rent	-	-	-		Capped at \$10/month	
Just Cause	Local Just Cause w/ no lease loophole (also in Auburn & Federal Way)	Local Just Cause law w/ no lease loophole	Local Just Cause law w/ no lease loophole	-	-	-	-		Local Just Cause law w/ no lease loophole	Removed multiple late payments or material breaches as just cause
Tenants on fixed income can adjust rent due date	-	Yes	Yes	Yes	-	-	-		Yes	Yes
No SSN required to apply for rental home	-	Yes	Yes	-	-	-	-		Yes	Yes
Ban on abusive, deceptive & unfair practices	-	Yes	Yes	-	-	-	-			
No rent increase if property is in poor condition	Yes	Yes	-	-	-	-	-			
Rental property registration program for purposes of data & inspection	Yes (also in Renton, Tukwila, Burien, Auburn, Federal Way, & Kent)	-	-	-	-	-	-		Yes	
Relocation assistance when property is torn down or renovated	Yes, for tenants up to 80% of area median income	-	-	-	-	-	-			
Relocation assistance when property is torn down or renovated	Yes, for low-income tenants (paid ½ & ½ by city & property owner)	-	-	-	-	-	-			
First-in-time rental application law	Yes	-	-	-	-	-	-			
Fair Chance Housing law (no criminal background checks)	Yes	-	-	-	-	-	-			
Ban on most winter evictions	Yes	-	-	-	-	-	-			
Ban on most evictions of children's families & educators during the school year	Yes	-	-	-	-	-	-			
Must stop eviction proceedings if there is a payment plan or paid in full	Yes	-	-	-	-	-	-			Yes