

Residential Landlord-Tenant Rights and Responsibilities

(Residential Landlord-Tenant Act, Chapter 59.18 RCW)



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

The purpose of this presentation is to provide a general overview of the rights and responsibilities of landlords and tenants in Washington State intended to help both landlords and tenants establish and maintain a safe and healthy leasing relationship.

This presentation is not intended to be legal advice, and it should not be construed as such, nor does it cover every component of the Landlord–Tenant Act or every issue or scenario you may have encountered. If you are experiencing legal issues in your own landlord-tenant relationship, consider seeking independent legal advice.



Leasing Agreements



Leasing Agreements

The lease agreement is the foundation of the landlord-tenant relationship. It is a legal document landlords and tenants use for renting property. It provides all the written information needed to secure an agreement beneficial to the landlord and the tenant. The main components of a residential lease typically include:

- the length of the leasing term (weeks, months or years);
- repairs and maintenance;
- the amount of rent and when payments are due;
- security deposits and what it covers;
- other non-refundable deposits, (*i.e.* cleaning fees, pets, etc.);
- roommate and guest policies;
- entry into rental property;
- restrictions on tenant illegal activity; and,
- grounds for lease termination and evictions.



Security Deposits

Most landlords charge new tenants a security deposit as part of their lease agreement. The deposit is used by the landlord to pay for unpaid rent and repairs to rental property damages beyond the normal wear and tear.

Landlords may charge any amount for the security deposit under state law.

If the landlord does not return all/portion of the security deposit to the tenant within twenty-one (21) days after termination of the rental agreement and vacation of the premises, then the tenant could bring a court action to recover the security deposit. A court may require the landlord to pay the tenant up to two times the amount of the security deposit plus attorneys' fees.

Property Repair and Maintenance Responsibilities

Both landlords and tenants assume responsibilities to maintain rental property within specific health and safety codes and repair any damages. The lease agreement usually assigns different responsibilities to the landlord and the tenant.



Property Repair and Maintenance Responsibilities

(continued)

A Landlord's duties include:

- maintain the structural soundness of the rental property, including maintenance and repairs to walls, the roof, electrical, plumbing, and heating systems and other vital components;
- provide smoke detectors (Tenants must buy new batteries and maintain smoke detectors.);
- provide fixtures necessary to supply heat, electricity, hot and cold water;
- abide by local and state safety and health codes;
- maintain the safety and cleanliness of common areas;
- provide a reasonable pest control program;
- maintain and repair furnished appliances;



Property Repair and Maintenance Responsibilities

(continued)

A Landlord's duties include (continued):

- provide adequate locks for doors;
- provide written receipts for any payment made by a tenant in cash and produce receipts for any payments upon request;
- provide each tenant with an executed copy of the lease;
- give two (2) days' (48 hours) written notice to enter premises – only at reasonable times. The landlord can enter immediately in the case of an emergency, abandonment, consent of tenant,
- provide thirty (30) days written notice for any rule change;
- provide tenants mold and lead-based paint disclosures; and,
- designate name and address of landlord in rental agreement, or in a conspicuously posted notice.



Landlords' Duties

Landlord's Failure to Perform Duties and Response Required

If a landlord fails to carry out the duties required, the tenant may provide notice to the landlord of the defective condition and the landlord shall respond:

- within 24 hours where the defective condition deprives the tenant of hot or cold water, heat, electricity, or is imminently hazardous to life;
- within 72 hours where the defective condition deprives the tenant the use of a refrigerator, range and oven, or major plumbing fixtures supplied by the landlord; or,
- within ten (10) days in all other cases.



Tenants' Remedies

If landlord fails to correct the defective condition after receiving notice, tenant may:

- terminate the rental agreement and quit the premises upon written notice to landlord without further obligation under the lease;
- make the repairs in certain situations and seek reimbursement from the landlord;
- repair and deduct from the rent the cost of such repairs; or,
- bring court action to seek injunction or damages.



Tenants' Duties

Tenants' main duties include:

- pay rent and comply with lease obligations;
- comply with obligations under the law;
- keep premises clean and sanitary;
- restore the property to a condition like that of when they moved in (other than normal wear and tear);
- properly dispose of any garbage on the property;
- use appliances and fixtures as intended;



Tenants' Duties

(continued)

Tenants' main duties include:

- give proper notice to the landlord if requesting repairs;
- not negligently or intentionally destroy, deface, damage, impair, or remove any part of the dwelling;
- not permit nuisance, drug-related, gang-related activity, or other unlawful conduct causing imminent hazards to the physical safety of persons;
- maintain smoke detection devices; and,
- not unreasonably withhold consent to landlord to enter dwelling for a proper purpose and with proper notice.



Landlords' Remedies

A landlord could seek to evict a tenant when:

- a tenant does not pay rent;
- a tenant does not follow the rental agreement;
- a tenant engages in drug-related activity, gang-related activity, or activity on the premises that creates an imminent hazard to another's physical safety, or physically assaulting someone on the premises or using a firearm or deadly weapon; or,
- a tenant damages the value of the property, interferes with other tenants' use of the property or creates or permits a nuisance on the property.

The landlord must follow all the proper notification procedures. There are different notice requirements depending on the reason for the eviction.



Discrimination Prohibited

Under Washington Fair Housing Laws, Landlords are prohibited from discriminating against tenants based on characteristics that are protected by the State's fair housing laws. Actions of a landlord could be considered discriminatory if the landlord participates in certain activities because of a tenant's:

Sex	Race
Sexual Orientation	Religion
Gender Identity	Disability
Age	Familial Status
Color	Marital Status
National Origin	Military Status

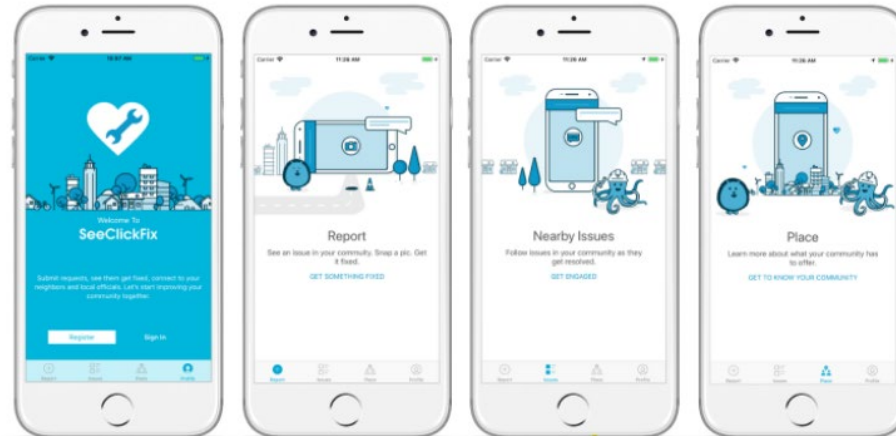
Retaliation by Landlord Prohibited

A landlord cannot retaliate against a tenant because the tenant asserted his/her rights under the law. Retaliation is presumed if a landlord takes action adverse to the tenant within ninety (90) days of the tenant asserting his/her rights. Examples of retaliation include:

- eviction of tenant;
- increasing the rent of the tenant;
- reduction of services to the tenant; or,
- increasing obligations of the tenant.



Municipal Code, SeeClickFix, Code Compliance



SeaTac: Building & Property Maintenance

SeaTac has adopted laws that require buildings to be:

- structurally sound;
- weatherproof;
- free of sewage; and,
- meet other minimum safety requirements (e.g. plumbed, fire protection, ventilated, etc.).

SeaTac has also adopted laws that require property maintenance – and limit:

- weeds and grass cannot be more than a foot in height;
- trash and “junk” cars cannot be stored on a property; and,
- dead or hazardous trees that are dangerous.



SeaTac: Examples of Violations/Non-Violations

LIKELY A VIOLATION	LIKELY NOT A VIOLATION
Structural, electrical, mechanical construction without permits	Mold (unless the mold is a result of broken ventilation or plumbing)
Apartment with broken window	Apartment with a “fogged” window
Broken fan or furnace, blocked vent	Squeaky or loud fans
Broken walls (exterior siding, drywall)	Small hole (<1” diameter) in the wall
Broken, leaking toilet plumbing	Cracked toilet that is not leaking
Leaking roof	Ceiling stains
Leaks that cause rot/structural damage	Leaking faucets, shower fixtures
Furniture, mattresses, trash stored outside	

Please note: These examples are intended to be illustrative and do not include all possible situations (SMC 7.15, SMC 13.110, SMC 13.210)



SeaTac: Complaints & Enforcement

SeaTac responds to complaints to determine if there is a violation of local laws.

SeaTac staff will investigate all complaints to determine if there is a violation of local laws.

SeaTac staff seek to work with the person responsible for a violation to bring the property or building back into compliance with local regulations.

- Depending on the violation, the “person responsible” may be either the landlord or the tenant.

If the person responsible is not willing to address the violation, SeaTac staff may take appropriate enforcement action to achieve compliance, including:

- issuing monetary fines; and,
- abatement.



SeaTac: Complaints & Enforcement

(continued)

Complaints can be submitted through:

- Mobile App: “SeeClickFix” available through the AppStore or Google Play
- Website: <https://www.seatacwa.gov/how-do-i/report-a-problem>
- Email: codecompliance@seatacwa.gov
- Phone: 206.973.4567

The status of complaints will be updated on the City’s website once investigated.



Legal Resources

Washington State Attorney General's Office, Consumer Resource Center Consumer Line: (800) 692-5082 www.wa.gov/ago	King County Bar Association Lawyer Referral Service Telephone: (206) 267-7010 Email: LRS@kcba.org
Washington State Bar Association Telephone: (206) 443-9722 www.wsba.org	King County Bar Association, Pro Bono Services Housing Justice Project Telephone: (877) 211-9274
King County Dispute Resolution Center Conflict Resolution Hotline: (206) 443-9603 www.kcdrc.org	King County Bar Association Neighborhood Legal Clinics Telephone: (206) 340-2593 www.kcba.org
Tenants Union Hotline: (206) 723-0500 Office: (206) 722-6848 www.tenantsunion.org	King County Bar Association Volunteer Legal Services Lawyer Referral Telephone: (206) 623-2551 www.kcba.org
Catholic Community Services Tenant Law Center Telephone: (206) 324-6890 Email: TenantLawCenter@ccsww.org	Lutheran Community Services Northwest Legal Education & Advocacy Program Telephone: (206) 816-3230 Email: leap@lcsnw.org

