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**Chapter 59.18 RCW**  
**Residential landlord-tenant act**

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# Rental Rights

## The Washington State Landlord Tenant Act

By  
**Natalie Danielson**

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

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***Please Read this First! Thanks!***

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## **Clockhours by Mail**

1. You will be provided with a booklet of with the class material. It is for use as a clockhour class under Professional Direction. Any other use by permission only.
2. The course has been divided up into one hour sessions. In Washington State a “clock hour” is 50 minutes. There are questions about each session. They can be answered while reading the material, at the end of the session, or at the end.
3. ***Answer*** the questions on the quiz answer sheet.
4. If you have any questions regarding the material or the questions, don’t hesitate to call or email Natalie Danielson.
5. ***Mai or Scan*** Answer Sheet and Evaluation to Professional Direction.
6. The certificate will be mailed within 10 days of receipt of course materials and handout. If you are desperate.. Email the school

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

Thanks!

*Natalie Danielson*

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# Rental Rights

## The Washington State Landlord Tenant Act

### Curriculum

<b>Session Hours</b>	<b>Major Topics</b>	<b>Materials</b>	<b>Assignment</b>
1/2 hour	Introduction to the Landlord Tenant Act Take Quiz	Booklet	Read Material
1 hour	Learn responsibilities of landlords and tenants Understand types of agreements Learn about handling fees and deposits	Booklet	Read Material
¾ hour	Understand requirements regarding repairs Know privacy and personal property issues	Booklet	Read Material
¾ hour	Learn about retaliation and termination Understand the eviction process	Booklet	Read Material Take quiz

# Rental Rights

## The Landlord Tenant Act

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

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

### Learning Objectives

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

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

# The Landlord Tenant Act

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

## A Summary of the Landlord Tenant Act

The following is a summary of the major provisions of the act. It is important to review the law in its entirety to know all the provisions.

### Rights and Remedies

Every duty under this chapter and every act, which must be, performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

### Definitions

This section defines dwelling unit, Landlord, person, owner, premises, rental agreement, single family residence, tenant and reasonable attorney's fees.

### Exemptions from the Landlord Tenant Act

The following are exempted from the Act.

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

### **Answer Questions at the end on the Answer Sheet!**

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

## Responsibilities of Landlord

### Landlord's Duties include the following:

1. The landlord shall at all times keep the premises fit for human habitation.
2. Maintain the premises to substantially comply with all state and local statutes and codes.
3. Maintain all structural components.
4. Keep any shared or common areas reasonably clean and safe.
5. Provide for the control of insects, rodents, and other pests, except in a single-family residence.
6. Make repairs where not attributed to normal wear and tear.
7. Provide the tenant with locks and keys.
8. Maintain all electrical, plumbing, heating and other facilities and appliances supplied by the landlord.
9. Maintain the dwelling in a reasonably weather tight condition.
10. Provide garbage cans and arrange for the regular removal of waste, except in the case of single family residences.
11. Provide facilities adequate to supply heat and water as reasonably required by the tenant.
12. Provide working smoke detection devices at move in, and a smoke alarm notice signed by both landlord and tenant.
13. Provide the tenant written notice of the name and address of the person who is the landlord. Immediately notify the tenant by certified mail of any change of landlord.
14. Designate an agent who resides in the county where the premises are located if the landlord resides out of state.

### The Landlord shall not:

1. Intentionally shut off a tenant's utilities.
2. Lock out a tenant.
3. Confiscate a tenant's personal property.
4. Enter the premises with proper notice, except in an emergency
5. Attempt to physically remove a tenant from the premises.
6. Threaten a tenant with a firearm or other deadly weapon.
7. Attempt to evict a tenant who has been a victim of on-site threats or violence.
8. Rent property, which has been condemned or could be deemed unlawful to occupy due to code violations.

*3. If the tenant is behind on the rent, can the landlord refuse to pay the utilities so they are turned off until the rent is paid?*

*4. Does the tenant have to provide garbage cans for single family residence?*

*5. Can the landlord lock out a tenant that has not paid rent?*

## Responsibilities of the Tenant

### The Tenant shall have the following duties:

1. Pay the rental amount at such times as required by the rental agreement.
2. Conform to all reasonable obligations or restrictions that are noted at initial occupancy or mutually agreed upon after property notice by the landlord.
3. Comply with all obligations imposed by municipal, county and state codes, statutes, ordinances, and regulation.
4. Keep the rental unit clean and sanitary.
5. Properly dispose of all waste and eliminate infestation caused by tenant.
6. Properly use all fixtures and appliances supplied by the landlord.
7. Leave the premises in as good a condition as it was at the beginning of the tenancy except normal wear and tear. Tenants are responsible for any damages they have caused.
8. Maintain the smoke detector, including battery replacement.
9. Upon termination and vacation, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by failure of the landlord to comply with his or her obligation. The tenant shall not be charged for normal cleaning if the tenant has paid a nonrefundable cleaning fee.

### The tenant shall not:

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

6. *Who is responsible to eliminate infestation caused by tenant?*
7. *Who is responsible to make sure that tenant's guests do not destroy the property.*
8. *What is an example of activity that a tenant is not allowed to do?*

## Rental Agreements

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

### Month to Month Tenancy

An oral or written agreement may establish a month to month tenancy, which continues indefinitely until either party terminates the agreement with proper written notice.

### Lease

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

### Waiver of Rights

The rental agreement between the landlord and the tenant cannot

1. Force the tenant to waive any legal rights or remedies.
2. Allow the landlord to sue the tenant without notice.
3. Force the tenant to pay attorney's fees, except those fees authorized by law.
4. Allow the landlord to confiscate the tenant's property without a written agreement signed by the tenant.
5. Designate a particular arbitrator.

### Rules of Tenancy

A landlord may change the rules of tenancy in a month to month tenancy by giving the tenant a written notice of the change at least 30 days before the end of the rental period.

### Rent Increases

The landlord is required to give the tenant written notice at least 30 days prior to the end of the rental period of any increase in rent in a month to month tenancy.

*9. Can a month to month agreement just be verbal?*

*10. Can the landlord change the terms and rules during the term under a lease contract?*

*11. What is an example of a right that cannot be waived during a rental agreement?*

## Handling fees and deposits

### Application Fee/Holding Deposit

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

### The Landlord Must:

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

### Deposit and Fees

1. Any non-refundable money paid to the landlord must be called a fee, and it must be clearly stated in the Rental Agreement that it is non-refundable.
2. A landlord may not take money in the form of a deposit and/or fee from a tenant without a written rental agreement.
3. A security deposit can be used to cover unpaid rent or damages.
4. A tenant cannot use the security deposit to pay last month's rent without **landlord** permission.
5. If any part of a deposit can be withheld as damages, it must be clearly stated as such in the Rental Agreement.

*12. Can a security deposit be used to cover unpaid rent?*

*13. Can a tenant just let the security deposit cover the last month's rent?*

## Repairs

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

14. *As a landlord how soon should you make sure the refrigerator is repaired if it is not working?*

15. *If repairs are required the tenant must give \_\_\_\_\_ notice to the landlord.*

## Tenant's Right to Privacy

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

## Tenant's Personal Property

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

### Property left when tenant abandons property

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

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

*16. A landlord must store any abandoned property left by tenant valued over what amount?*

*17. To show a unit a landlord must give the tenant how many days written notice?*

## Retaliation

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

## Termination of Tenancy

### By Tenant

Giving the landlord or his agent written notice 20 days before the end of the rental period may terminate a month to month tenancy.

### Due to Threatening Behavior by a Tenant

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

### By Landlord

1. A landlord may terminate a month to month tenancy, with or without cause, by giving the tenant written notice 20 days before the end of the rental period.
2. A tenancy may be terminated before the end of the rental period if both parties agree.
3. A landlord may terminate a tenancy on shorter notice in the following situations"
  - (a) Failure to pay rent (3 days notice)
  - (b) Breach of rental agreement or lease (10 days notice)
  - (c) Destruction of property, causing a nuisance, conducting an illegal business on the premises (3 days notice)
  - (d) Trespassing (3 days notice) Note: it is a crime for a person to remain unlawfully in a rental unit.

### Eviction and Unlawful Detainer

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

(a) The landlord prevails in an unlawful detainer action to evict the tenant.

(b) The court issues a Writ of Restitution directing the Sheriff to remove the tenant.

Unless a tenant objects, property removed from the unit under the supervision of the Sheriff will be stored and the tenant will be liable for moving and storage costs.

#### Order for Protection

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

#### Abandonment

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

#### Drug Related Activity or use of deadly weapon

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

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

*18. How can a rental agreement be terminated by a tenant.*

*19. How does the landlord know if the tenant has abandoned the property?*

## **Enforcement**

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

## **Settling of disputes**

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

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

# **Handling Eviction**

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

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

In addition to non-payment of rent, there are other permissible grounds for eviction. They may include certain breaches in the terms of the lease agreement. The eviction process is the only legal way to remove a tenant from the property. A review of the Landlord-Tenant Act will point to the duties of a landlord and what a landlord is not allowed to do. For example, a landlord cannot turn off the heat or the power to force a tenant to move. In addition, a landlord cannot enter the premises illegally or lock the tenants out of the premises. Landlords have even turned off utilities or caused damage to the property using the cover that it was to complete repairs.

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

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

### **Giving Notice**

The first step in the eviction process is to give the tenant a 3-day Notice to Pay Rent or Vacate if they have failed to pay the rent or if they have only paid part of the rent due. This notice should be served upon the tenant and/or posted at the premises and mailed by U.S. Mail. After the third day, the landlord can refuse to accept any payment and can continue the eviction.

### **Eviction Summons and Complaint**

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

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

### **Writ of Restitution**

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

20. *The process of evicting a tenant in a lawsuit is called \_\_\_\_\_?*

## **Mold Disclosure**

During the 2005 legislative session, the Washington State legislature approved Engrossed Senate Bill [\(ESB\) 5049](#) (Effective 7-24-2005), that requires landlords to notify their tenants about mold. Senate bill 5049 **requires** landlords to notify tenants about mold. Specifically, landlords must supply information to tenants about:

- The health hazards associated with exposure to indoor mold
- Steps to take to control mold growth in their dwelling units

#### **Landlords must notify:**

- New tenants starting July 24, 2005.
- Current tenants by January 1, 2006.

Posting of this information in a visible, public location at the dwelling unit property is allowed.

**The information can be obtained from the Washington State Department of Health (DOH) either electronically or in printed form...**

**[http://www.doh.wa.gov/ehp/ts/IAQ/Got\\_Mold.html](http://www.doh.wa.gov/ehp/ts/IAQ/Got_Mold.html)**

# Residential Rental Rights

## QUIZ

Answer questions on the answer sheet!

1. Does the law cover tenant leases of retail space in a strip mall?
2. Give an example of a rental property that is exempt from the law?
3. If the tenant is behind on the rent, can the landlord refuse to pay the utilities so they are turned off until the rent is paid?
4. Does the tenant have to provide garbage cans for single family residence?
5. Can the landlord lock out a tenant that has not paid rent?
6. Who is responsible to eliminate infestation caused by tenant?
7. Who is responsible to make sure that tenant's guests do not destroy the property.
8. What is an example of activity that a tenant is not allowed to do?
9. Can a month to month agreement just be verbal?
10. Can the landlord change the terms and rules during the term under a lease contract?
11. What is an example of a right that cannot be waived during a rental agreement?
12. Can a security deposit be used to cover unpaid rent?
13. Can a tenant just let the security deposit cover the last month's rent?
14. As a landlord how soon should you make sure the refrigerator is repaired if it is not working?
15. If repairs are required the tenant must give \_\_\_\_\_ notice to the landlord.
16. A landlord must store any abandoned property left by tenant valued over what amount?
17. To show a unit a landlord must give the tenant how many days written notice?
18. How can a rental agreement be terminated by a tenant.
19. How does the landlord know if the tenant has abandoned the property?
20. The process of evicting a tenant in a lawsuit is called \_\_\_\_\_?
  
21. When a tenant moves out the landlord must give the tenant an itemized description of repairs deducted from the damage deposit within what time period?
  - (a) Within 48 hours from the end of the rental period.
  - (b) Two weeks from date of vacation or termination of agreement.
  - (c) Within 30 days from termination of rental agreement.
  - (d) Six months from the date of abandonment.
  
22. An oral agreement for a month to month tenancy
  - (a) is a violation of the Statute of Frauds
  - (b) can continue indefinitely
  - (c) will only be valid for one year or less
  - (d) does not require notice to terminate
  
23. If the tenant does not pay rent as agreed, the landlord
  - (a) can shut off utilities
  - (b) has to give the tenant 20 days notice to vacate
  - (c) has to give a written 3 day notice to pay rent or vacate
  - (d) can show the unit to prospective tenants without notice

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



## Residential Rental Rights

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

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

Print Name \_\_\_\_\_ Company \_\_\_\_\_ Signature \_\_\_\_\_

PROFESSIONAL Direction, 13148 Holmes Pt Dr NE, Kirkland WA 98034  
Phone (425) 821-8585 Email: [clockhours@gmail.com](mailto:clockhours@gmail.com)

## Mandatory Evaluation

### Residential Rental Rights 3 hour class

*You can mail by US Mail the paperwork and tuition or Scan and include a credit card number.*

**Did you read the material in the booklet on this date?** YES / NO  
 Did you complete the quiz and attach answer sheet? YES / NO  
 Did you enclose Tuition (\$3 for 3 hrs, \$40 for 5 hrs, \$50 for 7.5 hrs) YES / NO  
 Did you fill out and sign this form? YES / NO  
 Paid by Check or Visa/MC # \_\_\_\_\_ exp \_\_/\_\_/\_\_\_\_ print clearly  
 Why did you choose to take this course? Topic? Time? Cost? Ease? Other?  
 A "clock hour" is 50 minutes. This 3 hour class should take about 2 hrs 30 min.  
 How long did it take you to complete the course? \_\_\_\_\_

	No			Yes	
Will the material you learned improve your performance?	1	2	3	4	5
Were the course materials easy to follow?	1	2	3	4	5
Were the course materials relevant to your profession?	1	2	3	4	5
Were your objectives met by attending the class?	1	2	3	4	5
Was the course material interesting?	1	2	3	4	5

What are 3 things that you learned from the course?

- 1.
- 2.
- 3.

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

<b>Residential Rental Rights 3 hour class</b>	
Print Name CLEARLY	Signature
Company	Address
City                      Zip Code	Twitter.com name
Phone	Email
License Renewal Date	Date(s) Class taken

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

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