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Chapter 59.18 RCW
Residential landlord-tenant act

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Rental Rights

The Washington State Landlord Tenant Act (includes the City of Seattle ordinances)

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.

PROFESSIONAL *Direction* INC

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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. **Email** Answer Sheet and Evaluation to Professional Direction.
6. The certificate will be emailed ASAP.

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

Session Hours	Major Topics	Materials	Assignment
1/2 hour	Introduction to the Landlord Tenant Act	Booklet	Read Material
¾ hour 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
¼ hour	Covid 19 Restrictions	Booklet	Read Material
¼ hour	City of Seattle Landlord Tenant laws	Booklet	Read Material

Rental Rights

The Washington State Landlord and 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 current situation regarding rent and eviction restrictions due to the 2020 pandemic referred to as Covid 19 is covered at the end of the material. It is constantly changing, so make sure that you contact the appropriate agencies for the most updated information.

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?**

Definitions and Responsibilities of a Landlord

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

Responsibilities of Landlord

Landlord’s Duties include the following:

The landlord shall at all times keep the premises fit for human habitation.

1. Maintain the premises to substantially comply with all state and local statutes and codes.
2. Maintain all structural components.
3. Keep any shared or common areas reasonably clean and safe.
4. Provide for the control of insects, rodents, and other pests, except in a single-family residence.
5. Make repairs when not attributed to normal wear and tear.
6. Provide the tenant with locks and keys.
7. Maintain all electrical, plumbing, heating and other facilities and appliances supplied by the landlord.
8. Maintain the dwelling in a reasonably weather tight condition.
9. Provide garbage cans and arrange for the regular removal of waste, except in the case of single family residences.
10. Provide facilities adequate to supply heat and water as reasonably required by the tenant.
11. Provide working smoke detection devices at move in, and a smoke alarm notice signed by both landlord and tenant.
12. Provide tenant with info on the health hazards of indoor mold and how to control growth.
13. The landlord and agents are immune from civil liability for failure to comply with #12 except where the landlord knowingly did not comply.
14. Provide the tenant written notice of the name and address of the person who is the landlord. Immediately notify the tenant by certified mail of any change of landlord. Designate an agent who 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 written receipt for any money deposited with landlord. The receipt must indicate the location of the trust account. The tenant must be informed in writing of any change in the account's location.
5. Mail any money due the tenant from the deposit to the tenant within 14 days of the tenant vacating the rental unit. Any money withheld must be specifically accounted for to the tenant.
6. Not withhold a deposit for normal wear and tear resulting from ordinary use of the unit.
7. Refund the total deposit to the tenant, including reasonable attorney's fees, if landlord does not comply with these deposit requirements.

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?

Foreclosure

If the unit is foreclosed upon and the deposit is not transferred to the successor, the foreclosed upon owner shall refund the deposit or be liable to tenant for damages.

Repairs

1. The tenant must give the landlord written notice of any requested repairs to the rental unit.
2. The tenant must allow the landlord a reasonable amount of time to perform the requested repairs. A reasonable amount of time will vary depending on the type of repair requested, but the general time periods are as follows:
 - a) 24 hours if the repair involves heat, water or a hazardous condition.
 - b) 24 hours to restore hot water or electricity.
 - c) Not more than 72 hours if the defective condition deprives the tenant of the use of the frig, range and oven, or a major plumbing fixture supplied by the landlord.
 - d) 10 days to begin to make repairs in other cases.
3. Either the landlord or the tenant may notify local health or building department of possible health or building code violations.
4. If a tenant's rent is current and all utilities are paid, a tenant may consider one of the following courses of action if the landlord fails to repair a defective condition within a reasonable period of time following written notice from the tenant outlining the needed repairs.
 - (a) The tenant can give written notice and move immediately without forfeiting any deposit.
 - (b) The tenant may make the repairs and deduct the expense from the rent. If the 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 repair the refrigerator 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 tenant's rental obligation.
3. Such acts by a landlord within 90 days from a tenant's exercise of rights under the Landlord tenant act is considered to retaliatory.
4. A complaint made by a tenant to a governmental agency within 90 days of a proposed rent increase or other action by the landlord, taken in good faith, is considered to be retaliatory.

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.

Military rental termination

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

Due to Threatening Behavior by a Tenant

1. Any law enforcement agency, which arrests a tenant for threatening another tenant with a deadly weapon or assaulting another person on the premises, will make a reasonable attempt to notify the landlord of the arrest.
2. A tenant may breach a rental agreement and will not be responsible for the payment of any rent after the unit is vacated if the tenant notifies the landlord in writing, that he has been threatened by another tenant, and;
 - (a) The threat was made with a deadly weapon, and
 - (b) The tenant who made the threat was arrested, and
 - (c) The landlord does not file an unlawful detainer action against the other tenant within seven days after receiving notice of the arrest.
3. A tenant who vacates under 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 (changed to 14 days in 2019)
 - (b) Breach of rental agreement or lease (10 days notice)
 - (c) Destruction of property, causing a nuisance, conducting an illegal business on the premises (3 days notice)
 - (d) Trespassing (3 days notice) Note: it is a crime for a person to remain unlawfully in a rental unit.
 - (e) There is a 120 day (passed in in 2019) to terminate tenancy due to demolition, substantial renovation requiring a permit, or change of use (senior home, student housing, short term

rental) of any rental property. There is an exception for an owner or immediate family member that wants to make it their primary residence. In that case, a 20 day notice is acceptable.

Eviction and Unlawful Detainer

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

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

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

Order for Protection

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

Abandonment

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

Drug Related Activity or use of deadly weapon

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

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

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.

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

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

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

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

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

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

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

Giving Notice

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

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

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

Eviction Summons and Complaint

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

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

Writ of Restitution

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

Squatters Law

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

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

Covid 19 restrictions in Washington State

(Sept 2020) check the most current restrictions.

The Governor has issued protections in Washington State for tenants. There are so many people out of work and are sick from the pandemic, that these orders were put in place and extended.



Governor Inslee announced on 7/24/2020 an extension of the evictions ban in place across the state through October 15, 2020.

The order extends prior rules put in place April 16 which were set to expire August 1. Also included in the extension is a continuation of the ban on rent increases, effective retroactively to February 29, 2020, thru 11:59pm on October 15, and no evictions or terminations of tenancy may

be issued thru 11:59pm on October 15, with narrow exceptions granted regarding termination of tenancy under two circumstances.

Terminations are allowed when the direct owner intends to occupy the unit as their primary residence, requiring at least 60 days' notice of termination of tenancy, or the owner is selling the unit, requiring at least 60 days' notice. Neither of these scenarios address what occurs if a jurisdiction's local laws require longer periods of notice and it is recommended that owners contact an attorney in such situations prior to issuing the notice of termination of tenancy.

Under the [updated order](#), **rental housing owners may not:**

- Increase, or threaten to increase, rent or the amount of any deposit. This includes any increases sent prior to the order which have yet to take effect.
- Assess late fees for non-payment of rent, effective retroactively to February 29, 2020, for rent not paid during the ban.
- Evict residents, which includes:
 - A ban on service of 14 day pay or vacate notices, and;
 - A ban on service of 10 day notices for rules violations, unless the landlord, property owner, or property manager attaches an affidavit attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident (RHAWA recommends consulting an attorney prior to doing so).
- Issue any notice of termination of tenancy. This ban also applies to tenancies or other housing arrangements that have expired or will expire during this period.

Other details of the policy include:

- Housing providers are prohibited from seeking, enforcing, or threatening to seek or enforce any eviction orders.
- Law enforcement is prohibited from serving or threatening to serve physical eviction orders.
- Housing providers may not charge rent to property where the tenant may not access the property due to the COVID-19 outbreak.
- Housing providers may not collect any debt created by the nonpayment of rent or other charges on or after February 29, 2020 during the ban, unless they have offered the tenant a [reasonable re-payment plan](#).
- The ban on rent increases also includes commercial tenants who were impacted by the COVID-19 outbreak.
- Housing Providers are prohibited from retaliating against individuals for invoking their rights or protections under these moratoriums.

These are not included in the quiz

City of Seattle Landlord Tenant Laws

These are the most current laws as of December 2019. Covid law changes are available online.

These laws are not included in the quiz attached. It is important to understand the Landlord Tenant laws in Seattle because they are much more in-depth and could be the catalyst to change rental laws in the state.

OBLIGATIONS OF LANDLORDS

Building owners must provide safe, clean, secure living conditions, including:

- Keeping the premises fit for human habitation and keeping common areas reasonably clean and safe
- Controlling insects, rodents and other pests
- Maintaining roof, walls and foundation and keeping the unit weather tight
- Maintaining electrical, plumbing, heating and other equipment and appliances supplied by the owner
- Providing adequate containers for garbage and arranging for garbage pickup
- When responsible for providing heat in rental units, from September through June maintaining daytime (7:00 a.m.-10:30 p.m.) temperatures at 68° or above and nighttime temperatures at not less than 58°F
- In non-transient accommodations, providing keys to unit and building entrance doors and, in most cases, changing the lock mechanism and keys upon a change of tenants
- Installing smoke detectors and instructing tenants in their maintenance and operation

Owners are not required to make cosmetic repairs after each tenancy, such as installing new carpets or applying a fresh coat of paint.

OBLIGATIONS OF TENANTS

Tenants must maintain rental housing in a safe, clean manner, including:

- Properly disposing of garbage
- Exercising care in use of electrical and plumbing fixtures
- Promptly repairing any damage caused by them or their guests
- Granting reasonable access for inspection, maintenance, repair and pest control
- Maintaining smoke detectors in good working order
- Refraining from storing dangerous materials on the premises

THE JUST CAUSE EVICTION ORDINANCE

This ordinance requires landlords to have good cause in order to terminate a month-to-month tenancy. It specifies the only reasons for which a tenant in Seattle may be required to move, and requires owners to state the reason, in writing, for ending a tenancy when giving

a termination notice. A property owner cannot evict a tenant if the property is not registered with the City of Seattle. Unless otherwise noted, an owner must give a termination notice at least 20 days before the start of the next rental period. Good causes include:

1. The tenant fails to pay rent within 3 days of receiving a notice to pay rent or vacate.
2. The owner has notified the tenant in writing of overdue rent at least 4 times in a 12-month period.
3. The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
4. The tenant does not comply with a material obligation under the Washington State Residential Landlord/Tenant Act within 10 days of a notice to comply or vacate.
5. The owner has notified a tenant in writing at least 3 times in a 12-month period to comply within 10 days with a material term of the lease or rental agreement.
6. The tenant seriously damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business and does not vacate the premises within three days of notice to do so.
7. The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. An owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the termination of tenancy notice to the SDCI Property Owner Tenant Assistance (POTA) Unit.
8. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building, and gives the tenant written notice at least 90 days prior to the end of a rental period. Immediate family includes the owner's spouse or owner's domestic partner, and the parents, grandparents, children, brothers and sisters of the owner or owner's spouse or owner's domestic partner. SDCI may require a property owner to sign a certification of the intent to have a family member move in if a tenant has reason to believe the owner will not follow through with this reason. It is a violation if the designated person does not occupy the unit for a continuous period of 60 days out of the 90 days after the tenant vacates. A tenant whose tenancy is ended for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
9. The owner wishes to terminate a tenant who lives in the same housing unit with the owner or the owner's agent; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
10. The tenant's occupancy is conditioned upon employment on the property and the employment is terminated.
11. The owner plans major rehabilitation and has obtained required permits and a Tenant Relocation License. A tenant terminated for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
12. The owner decides to convert the building to a condominium or a cooperative.
13. The owner decides to demolish a building or to convert it to non-residential use and has obtained the necessary permit and a Tenant Relocation License.
14. The owner desires to sell a single family residence (does not include condominium units) and gives the tenant written notice at least 90 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if SDCI receives a complaint. There is a rebuttable presumption of a violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
15. The owner seeks to discontinue use of a unit not authorized under the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to tenants who have to move so that the owner can correct the violation. Relocation assistance for low-income tenants is \$2,000; for other tenants it is an amount equal to two months' rent.
16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than 8 people per dwelling unit if any are unrelated).
17. The owner must terminate a tenancy in a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a Notice of Violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of \$2,000 for low-income tenants, or two months' rent in other cases. SDCI may require property owner to sign a certification of his or her intent to discontinue the use of the ADU.
18. An Emergency Order to Vacate and close the property as been issued by SDCI and the tenants have failed to vacate by the deadline given in the Order

Failure to carry out stated cause:

If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing the use of an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for terminating the tenancy, he or she may be subject to enforcement action by the City and a civil penalty of up to \$2,500.

Private right of action for tenants:

If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for terminating the tenancy, the tenant can sue the owner for up to \$3,000, costs, and reasonable attorney's fees.

ACTIONS CONSIDERED TO BE HARASSMENT OR RETALIATION

Seattle City law prohibits retaliatory actions against either a tenant or a landlord. A landlord is prohibited from harassing or retaliating against a tenant by:

1. Changing or tampering with locks on unit doors
2. Removing doors, windows, fuse box, furniture or other fixtures
3. Discontinuing utilities supplied by the owner
4. Removing a tenant from the premises except through the formal court eviction process
5. Evicting, increasing rent or threatening a tenant for reporting code violations to SDCI or the Police Department or for exercising any legal rights arising out of the tenant's occupancy
6. Entering a tenant's unit, except in an emergency, or except at reasonable times after giving at least two days notice, or a one-day notice when showing units to prospective purchasers or tenants
7. Prohibiting a tenant, or a tenant's authorized agent who is accompanied by that tenant, from distributing information in the building, posting information on bulletin boards in accordance with building rules, contacting other tenants, assisting tenants to organize and holding meetings in community rooms or common areas
8. Increase the monthly housing costs without advance written notice; 30 days for a rent increase of less than 10%, 60 days for a rent increase of 10% or more
9. Increase monthly housing costs where a housing unit does not meet basic standards for habitability

In most instances the law assumes that a landlord is retaliating if the landlord takes any of these actions within 90 days after a tenant reports a violation to SDCI or to the Seattle Police Department, or within 90 days after a governmental agency action, such as making an inspection.

A tenant is prohibited from harassing or retaliating against a landlord by:

1. Changing or adding locks on unit doors
2. Removing owner-supplied fixtures, furniture, or services
3. Willfully damaging the building For more information or to file a complaint, call SDCI at (206) 615-0808.

DEFINITION OF TENANT

With the exception of the Tenant Relocation Assistance Ordinance, a tenant is defined as a person occupying or holding possession of a building or premises pursuant to a rental agreement. This includes residents of transient lodgings who remain in residence for one month or longer. A rental agreement may be oral or in writing.

DEFINITION OF HOUSING COSTS

Housing costs include rent and any other periodic or monthly fees such as storage, parking, or utilities, paid to the landlord by a tenant.

INCREASE IN HOUSING COSTS

In the City of Seattle, a landlord must give a tenant 30 days' advance written notice of an increase in housing costs (rent, parking, storage, and other fees associated with the rental) of less than 10%; 60 days' notice is required for increases of 10% or more. An increase can only begin at the beginning of rental period, typically at the beginning of the month. These notices must include information about how the tenant can access information about their rights and responsibilities A landlord cannot increase housing costs for any housing unit that does not meet the minimum habitability standards of the Residential Rental Inspection Program. (http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/s048492.pdf) Property owners and developers cannot increase housing costs to avoid applying for a Tenant Relocation License where a rental property

is going to be demolished, rehabilitated, changed in use, or where use restrictions are going to be removed. (<http://www.seattle.gov/dpd/codesrules/commonquestions/tenantrelocation/default.htm>)

THE RENTAL AGREEMENT REGULATION ORDINANCE

The City of Seattle Rental Agreement Regulation Ordinance (SMC Chapter 7.24) regulates certain aspects of residential rental agreements. It requires a landlord to provide sixty (60) days' advance written notice of an increase in housing costs of 10% or more within a twelve (12) month period; prohibits month-to-month rental agreements that require a tenant to stay a minimum period greater than one (1) month or be subject to the loss of deposits or other penalties; limits the amount of security and pet damage deposits, and move-in fees that can be charged to a tenant upon move in; allows a tenant to pay security and pet damage deposits, move-fees, and last month's rent on installment plans; requires a landlord to take and return a deposit pursuant to state law; and to distribute a summary of state and local landlord-tenant laws prepared by the City of Seattle to each prospective tenant, to each tenant upon move-in, and at the time a rental agreement is renewed. A landlord cannot retaliate against a tenant or a prospective tenant for exercising or attempting to exercise the tenant's rights under this Ordinance. The Seattle Department of Construction and Inspections enforces this ordinance. For more information call the Department's Code Compliance Division at (206) 615-0808 or follow this link: <http://www.seattle.gov/dpd/codesrules/commonquestions/rentalhousingproblems/default.htm>

Rent Increases

The City of Seattle does not regulate or control rent. However, the Rental Agreement Regulation Ordinance does require a landlord to provide at least sixty (60) days' advance written notice of any increase in housing costs of 10% or more in a twelve (12) month period; increases of less than 10% require an advance written notice of at least thirty (30) days consistent with state law. These notices must include information on how the tenant can access information on the tenant's rights and responsibilities. Housing costs include rent, parking and storage fees, and other periodic fees associated with a tenancy. Failure to provide a required sixty (60) day notice is a violation of SMC 7.24.030.A and SMC 22.206.180.

Prohibited Rental Agreement Provisions

Month-to-month rental agreements, whether verbal or in writing, cannot require a tenant to stay beyond the initial period of the agreement. A landlord cannot withhold a deposit or impose other penalties solely on the basis that a tenant moves out at the end of the initial rental period. However, a tenant who desires to terminate a month-to-month tenancy must provide the landlord with a written notice at least twenty (20) days in advance of the end of a rental period. Landlords are not obligated to pro-rate rent when a tenant moves out after the beginning of a rental period.

Security Deposits

If a landlord wishes to collect a security deposit, the deposit and its amount must be identified in a written rental agreement. The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Additionally, the landlord must prepare and provide a tenant with a written checklist or statement describing the condition, cleanliness, and existing damage of the tenant's housing unit at the commencement of the tenancy. This statement must be signed and dated by the landlord and the tenant. The landlord must provide a copy of the checklist to the tenant for the tenant's records, and, upon request, one free replacement copy. All security deposits must be placed in a trust account and the landlord must provide the tenant with the name, address, and location of the depository. The landlord must inform the tenant of any subsequent changes of the location of the deposit. Security deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Damage Deposits

A landlord can charge a pet damage deposit, but it cannot exceed 25% of the first full month's rent. A pet damage deposit cannot be required for an animal if it serves as an assistance animal to the tenant. However, the tenant is responsible for any damage created by the tenant's assistance animal or the assistance animal of a guest of the tenant. A pet damage deposit may be charged in addition to any security deposit. An agreement to pay a pet damage deposit must be included in a written rental agreement or in a written addendum to the agreement, identify the amount of the deposit, and allow the tenant to pay the deposit in installments if requested by the tenant. If the pet's occupancy begins at the commencement of the tenancy, the deposit must be identified in the rental agreement. If the pet's occupancy begins after the commencement of the tenancy, the landlord must provide a written addendum to the rental agreement. A landlord may not retain any portion of a pet damage deposit for damages not caused by the pet for which the tenant is responsible. Pet damage deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Rent

The payment of rent to keep a pet is allowed.

Parking Unbundling

Landlords must specify the amount of any parking fee in a separate parking agreement or in a rental agreement addendum.

Move-in Fees

Move-in fees are by state and city definition nonrefundable. Allowable move-in fees are limited to the cost of obtaining a tenant screening report, criminal background check, or credit report and to pay to clean the rental unit upon termination of a tenancy. The cost for obtaining a tenant screening report cannot exceed the customary cost for obtaining such a report in the City of Seattle; a Landlord cannot charge a tenant more than the report's actual cost. The landlord must provide the tenant a receipt for any fees charged for obtaining the tenant screening report. The landlord must also provide the tenant the name and address of the reporting agency that prepared the report and the prospective tenant's right to obtain a free copy of it. If the landlord chooses to charge a non-refundable cleaning fee, the landlord may not deduct additional cleaning fees from the tenant's security deposit at the end of a tenancy. Landlords are prohibited from charging any one-time fee at the beginning of a tenancy other than a security deposit, pet damage deposit, an authorized non-refundable move-in fee, or last month's rent. Move-in fees cannot exceed 10% of the first full month's rent except in the case where the actual cost for obtaining a tenant screening report, criminal background check, or credit report exceeds 10%, the cost may be included in the non-refundable fee. However, the total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent.

Summary of Limitations on Security Deposits, Pet Damage Deposits, and Move-In Fees

The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Non-refundable move-in fees cannot exceed 10% of the first full month's rent. A pet damage deposit may not exceed 25% of the rent for the first full month. Limits on the amount of charges for security deposits and non-refundable move-in fees does not apply to a tenant who rents a housing unit in a single family residence if the residence is the principal residence of the landlord.

Installment Payments Security Deposits and Move-In Fees

If the total amount of a security deposit and non-refundable move-in fees exceeds 25% of the first full month's rent, a tenant may choose to pay the total amount in installments as follows:

- For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning at the commencement of the tenancy.
- For tenancies between thirty (30) days and six (6) months, a tenant may elect to pay in no more than four (4) equal installments of equal duration at the commencement of the tenancy.
- For tenancies that are month-to-month, the tenant may elect to pay in two (2) equal installments, with the first payment due at the commencement of the tenancy and the second payment due on the first day of the second monthly rental period. A tenant may propose an alternative installment schedule to which the landlord may agree.

If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement. Failure to pay an installment of the security deposit and/or non-refundable fees is a breach of the rental agreement and may subject the tenant to a 10- day comply or vacate notice issued pursuant to RCW 59.12.030(4).

A landlord cannot impose any cost on a tenant for an installment plan. The requirement to allow an installment plan for the payment of deposits and move-in fees does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Last Month's Rent Tenants may choose to pay last month's rent in installments.

For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning on the first month of the tenancy; tenancies between sixty (60) days and six (6) months, the tenant may elect to pay in no more than four (4) equal installments of equal duration beginning at the commencement of the tenancy.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

A landlord cannot impose any cost on a tenant for an installment plan. The requirement to allow an installment plan for the payment of last month's rent does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Pet Damage Deposits

A tenant may elect to pay a pet damage deposit in three (3) equal monthly installments beginning on the first full month the pet occupies the housing unit. A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement. If a tenant wants to pay a security deposit, move-in fees, a pet damage deposit, or last month's rent in installments, the tenant must request such a payment plan.

Summary of Landlord and Tenant Rights

A landlord must distribute a summary of state landlord tenant law and City of Seattle rental housing codes describing the rights, obligations, and remedies of landlords and tenants under these laws. This requirement can be met by distributing the current version of the Seattle Department of Construction and Inspections Publication Information for Tenants. This document must be given to each prospective tenant, to a tenant at the time a rental agreement is offered, and when a rental agreement is renewed. Month-to-month tenants must receive the most current version of this document at least once a year. When a rental agreement is renewed, Information for Tenants maybe be distributed electronically. The current version of Information for Tenants can be accessed at: www.seattle.gov/dpd/cms/groups/pan/@pan/documents/web_informational/dpdd016420.pdf If a landlord fails to distribute the summary in accordance with these requirements, a tenant may terminate the rental agreement by written notice. In addition, the tenant may recover, in a civil action against the landlord, actual damages, attorney fees, and a penalty of up to \$500. If a court determines that the landlord deliberately failed to comply with this requirement, the penalty may be up to \$1,000.

Violations

A violation of the Rental Agreement Regulation Ordinance is subject to a citation in the amount of \$500 for an initial violation and \$1,000 for each subsequent violation occurring within five (5) years of the first violation. Citations can be appealed to the City of Seattle Hearing Examiner. Violations also are subject to a Notice of Violation after the issuance of two (2) citations.

Tenant's Private Right of Action

If a landlord attempts to enforce provisions of a rental agreement which are contrary to:

1. The requirement that a rental agreement contain certain specific provisions;
2. The limitations imposed on security deposits, pet damage deposits, and non-refundable move-in fees; or
3. The requirement to adopt an installment payment plan

The landlord shall be liable to the tenant for:

1. Actual damages incurred by the tenant because of the landlord's attempted enforcement;
2. Double the amount of any penalties imposed by the City of Seattle;
3. Double the amount of any security deposit unlawfully charged or withheld by the landlord;
4. Up to \$3,000; and
5. Reasonable attorney fees and court costs.

Tenant Waiver of Rights or Remedies

No residential rental agreement, whether oral or written, can waive rights or remedies under the Rental Agreement Regulation Ordinance. However, a landlord and tenant may agree to waive certain specific requirements of the Ordinance. In order to do this, the following conditions must be met:

1. The agreement must specify in writing the specific provisions to be waived;
2. The agreement cannot appear in a standard form, lease, or rental agreement;
3. There can be no substantial inequity in the bargaining positions of the landlord and tenant; and
4. The tenant must be represented by an attorney who has approved the agreement as being in compliance with the requirements of the Ordinance.

Exceptions

The provisions of this Ordinance limiting and restricting the amount of charges for security deposits and nonrefundable move-in fees, and the payment of security deposits and move-fees on an installment basis do not apply to a tenant who rents a housing unit in a singlefamily residence if the residence is the principal residence of the property owner. Also, exempted from regulation are the return or retention of a security deposit, the requirement to provide a unit condition checklist, and the requirement to place a security deposit in a trust account and disclose to the tenant the location of the account. However, the Washington State Residential Landlord-Tenant Act still regulates these requirements.

OTHER CITY ORDINANCES THAT AFFECT TENANTS AND LANDLORDS

1. Open Housing and Public Accommodations Ordinance

This ordinance prohibits discrimination based on race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, participation in the Housing Choice Vouchers Program (Section 8), or disability; requires landlords to rent a housing unit on first-come-first-served basis; and to accept subsidies and alternative sources of income to pay for the tenant's housing costs. Inquiries about this ordinance and complaints of violations should be directed to the Seattle Office for Civil Rights at (206) 684-4500.

2. Condominium and Cooperative Conversion Ordinances

When a residential building is being converted to condominium or cooperative units, the Condominium and Cooperative Conversion ordinances require a housing code inspection. Additionally, in a condominium conversion, a tenant must receive a written 120-day notice of the conversion. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive the equivalent of three (3) months' rent in relocation assistance if the tenant's annual income, from all sources, does not exceed 80 percent of the area median income, adjusted for household size. A household which otherwise qualifies to receive relocation benefits and which includes a member sixty-five (65) years of age or older or an individual with "special needs," as defined in the ordinance, may qualify for additional assistance. In a cooperative conversion, a tenant must receive a 120-day notice of intention to sell the unit. If the tenant decides not to buy his or her unit, the tenant must be paid \$500.00 in relocation assistance. Relocation assistance is paid directly to the tenant by the property owner or developer. The assistance must be paid no later than the date on which a tenant vacates his or her unit. For further information, contact SDCI Code Compliance at (206) 615-0808.

3. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or by removal of use restrictions from subsidized housing. A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before terminating a tenancy. All tenants must receive a 90-day notice of the activity that will require them to move. Eligible low income tenants, whose annual income cannot exceed 50% of the area median income, receive cash relocation assistance. It is a violation of this ordinance to increase housing costs for the purpose of avoiding applying for a Tenant Relocation License. Call SDCI at (206) 615-0808 for more information.

4. Repair and Maintenance—Housing and Building Maintenance Code

This ordinance requires owners to meet certain minimum standards and keep buildings in good repair. If an owner does not make necessary repairs, a tenant can report needed repairs by calling SDCI at (206) 615-0808. If an inspector finds code violations, the owner will be required to make needed corrections.

5. Third Party Billing Ordinance

This ordinance defines rules for landlords who, by themselves or through private companies, bill tenants for City provided utilities (water, sewer, garbage, electric services) separately from their rent. The ordinance applies to all residential buildings having three or more housing units. The rules require a landlord 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 landlord imposes a new billing practice without appropriate notice. 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. A tenant can also file a complaint with the Seattle Office of the Hearing Examiner or take the landlord to court. If the Hearing Examiner or court rules in favor of the tenant, the landlord could be required to pay a penalty. Page 8 of 15 Information for Tenants

6. Rental Registration and Inspection Ordinance (RRIO)

The purpose of the Rental Registration and Inspection program is to ensure that all rental housing in the City of Seattle is safe and meets basic housing maintenance requirements. Beginning in 2014 all owners of residential housing in Seattle, with certain limited exceptions, must register their properties with the City. A registration is good for five years. No tenant can be evicted from a property if the property is not registered with the City. With a few exceptions, all properties must be inspected at least once every ten years. These inspections can be conducted by City-approved inspectors or by City housing/zoning inspectors. Information about the RRIO Program can be obtained by calling (206) 684-4110 or going to the program website at www.seattle.gov/RRIO.

City of Seattle

Attention Landlords and Tenants

This document is to supplement Information for Tenants which landlords are required to provide to rental applicants and upon signing a rental agreement. Recent changes to both Washington landlord-tenant law and City of Seattle rental ordinances are summarized below. It does not include information on temporary COVID-19 related laws.

Please visit Renting in Seattle for our most upto-date information. Information for Tenants is being replaced this year with a Renters Handbook. Until that occurs, landlords are compliant using Information for Tenants with this document attached.

Termination of Tenancy

State law requires a 14-day notice to pay rent or vacate (no longer 3-day)

Rent Increases

State law requires landlords to give 60 days' notice for all rent increases

Notices

Notices that impact tenants' rights such as:

- Notices to Terminate, Quit, Comply and/or Vacate
- Notice to Increase Housing Costs (Rent etc.)
- Notices to Enter Must include the following language: 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.

Rental Inspection Regulation Ordinance

Rental properties must be registered with the City of Seattle before a landlord issues a termination notice or tries to evict a tenant.

Rent Payments

- Landlords must apply any payment to rent first
- Landlords must offer tenants a non-electronic way to pay rent

Evictions

- 14-day notices to pay rent or vacate must be in the form required by State law (RCW 59.18.057) that includes language for getting legal help.
- Landlords may not evict or threaten to evict a tenant for failure to pay non-rent charges such as late fees, damages, deposits, legal costs, or other fees, including attorneys' fees

Domestic Violence Protections

Tenants experiencing domestic violence cannot be held liable for damages to their rental unit caused by their abuser

Roommates

Renters can add roommates to help with housing affordability. Landlords must allow a tenant's immediate family, one additional unrelated roommate, and the unrelated roommate's family members to live together, in accordance with all applicable occupancy and screening standards.

Residential Rental Rights

QUIZ

Answer questions on the answer sheet!

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

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

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

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

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

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

Name _____ Date _____



Residential Rental Rights

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

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

Print Name _____ Company _____ Signature _____

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

Mandatory Evaluation

Residential Rental Rights 3 hour class

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

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

What are 3 things that you learned from the course?

- 1.
- 2.
- 3.

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

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

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

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