

Washington DC

Landlord - Tenant Laws Complete Guide



Washington Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Washington's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Washington.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit Interest:

What This Means: The landlord is entitled to receipt of interest paid on trust account deposits, unless otherwise agreed to by both parties in writing.

Legal Statute:

All moneys paid to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a lease or rental agreement shall promptly be deposited by the landlord in a trust account, maintained by the landlord for the purpose of holding such security deposits for tenants of the landlord, in a financial institution as defined by *RCW 30.22.041 or licensed escrow agent located in Washington. Unless otherwise agreed in writing, the landlord shall be entitled to receipt of interest paid on such trust account deposits. The landlord shall provide the tenant with a written receipt for the deposit and shall provide written notice of the name and address and location of the depository and any subsequent change thereof. If during a tenancy the status of landlord is transferred to another, any sums in the deposit trust account affected by such transfer shall simultaneously be transferred to an equivalent trust account of the successor landlord, and the successor landlord shall promptly notify the tenant of the transfer and of the name, address, and location of the new depository. If, during the tenancy, the tenant's dwelling unit is foreclosed upon and the tenant's deposit is not transferred to the successor after the foreclosure sale or other transfer of the property from the foreclosed-upon owner to a successor, the foreclosed-upon owner shall promptly refund the full deposit to the tenant immediately after the foreclosure sale or transfer. If the foreclosed-upon owner does not either immediately refund the full deposit to the tenant or transfer the deposit to the successor, the foreclosed-upon owner is liable to the tenant for damages up to two times the amount of the deposit. In any action brought by the tenant to recover the deposit, the prevailing party is entitled to recover the costs of suit or arbitration, including reasonable attorneys' fees. The tenant's claim to any moneys paid under this section shall be prior to that of any creditor of the landlord, including a trustee in bankruptcy or receiver, even if such moneys are commingled.

RCW 59.18.270

Amended by 2011 c 132, § 14, eff. 7/22/2011. 2004 c 136 § 1; 1975 1st ex.s. c 233 § 1; 1973 1st ex.s. c 207 § 27.

*Reviser's note: RCW 30.22.041 was recodified as RCW 30A.22.041 pursuant to 2014 c 37 § 4, effective January 5, 2015.

Separate Security Deposit Bank Account:

What This Means: A separate bank account is required to hold security deposits.

Legal Statute:

All moneys paid to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a lease or rental agreement shall promptly be deposited by the landlord in a trust account, maintained by the landlord for the purpose of holding such security deposits for tenants of the landlord, in a financial institution as defined by *RCW 30.22.041 or licensed escrow agent located in Washington. Unless otherwise agreed in writing, the landlord shall be entitled to receipt of interest paid on such trust account deposits. The landlord shall provide the tenant with a written receipt for the deposit and shall provide written notice of the name and address and location of the depository and any subsequent change thereof. If during a tenancy the status of landlord is transferred to another, any sums in the deposit trust account affected by such transfer shall simultaneously be transferred to an equivalent trust account of the successor landlord, and the successor landlord shall promptly notify the tenant of the transfer and of the name, address, and location of the new depository. If, during the tenancy, the tenant's dwelling unit is foreclosed upon and the tenant's deposit is not transferred to the successor after the foreclosure sale or other transfer of the property from the foreclosed-upon owner to a successor, the foreclosed-upon owner shall promptly refund the full deposit to the tenant immediately after the foreclosure sale or transfer. If the foreclosed-upon owner does not either immediately refund the full deposit to the tenant or transfer the deposit to the successor, the foreclosed-upon owner is liable to the tenant for damages up to two times the amount of the deposit. In any action brought by the tenant to recover the deposit, the prevailing party is entitled to recover the costs of suit or arbitration, including reasonable attorneys' fees. The tenant's claim to any moneys paid under this section shall be prior to that of any creditor of the landlord, including a trustee in bankruptcy or receiver, even if such moneys are commingled.

RCW 59.18.270

Amended by 2011 c 132, § 14, eff. 7/22/2011. 2004 c 136 § 1; 1975 1st ex.s. c 233 § 1; 1973 1st ex.s. c 207 § 27.

*Reviser's note: RCW 30.22.041 was recodified as RCW 30A.22.041 pursuant to 2014 c 37 § 4, effective January 5, 2015.

Non-refundable fees:

What This Means: Non-refundable fees are permitted, but they must be part of the security deposit. They must be clearly specified as \"non-refundable fees\" in the written lease agreement.

Legal Statute:

No moneys paid to the landlord which are nonrefundable may be designated as a deposit or as part of any deposit. If any moneys are paid to the landlord as a nonrefundable fee, the rental agreement shall be in writing and shall clearly specify that the fee is nonrefundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as nonrefundable fees. If the written rental agreement fails to specify that the fee is nonrefundable, the fee must be treated as a refundable deposit under RCW 59.18.260, 59.18.270, and 59.18.280.

RCW 59.18.285

Amended by 2011 c 132, § 15, eff. 7/22/2011. 1983 c 264 § 5.

Pet Deposits and Additional Fees:

What This Means: Pet deposits are permitted.

Legal Statute:

No moneys paid to the landlord which are nonrefundable may be designated as a deposit or as part of any deposit. If any moneys are paid to the landlord as a nonrefundable fee, the rental agreement shall be in writing and shall clearly specify that the fee is nonrefundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as nonrefundable fees. If the written rental agreement fails to specify that the fee is nonrefundable, the fee must be treated as a refundable deposit under RCW 59.18.260, 59.18.270, and 59.18.280.

RCW 59.18.285

Amended by 2011 c 132, § 15, eff. 7/22/2011. 1983 c 264 § 5.

Deadline for Returning Security Deposit:

What This Means: Landlords must return the security deposit within 21 days.

Legal Statute:

Current through the 2024 Regular Session

Section 59.18.280 - Moneys paid as deposit or security for performance by tenant-Statement and notice of basis for retention-Remedies for landlord's failure to make refund-Exception

(1)

(a) Within 30 days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises as defined in RCW 59.18.310, within 30 days after the landlord learns of the abandonment, the landlord shall give a full and specific statement of the basis for retaining any of the deposit, and any documentation required by (b) of this subsection, together with the payment of any refund due the tenant under the terms and conditions of the rental agreement.

The landlord complies with this subsection if these are delivered to the tenant personally or deposited in the United States mail properly addressed to the tenant's last known address with first-class postage prepaid within the 30 days.

(b) With the statement required by (a) of this subsection, the landlord shall include copies of estimates received or invoices paid to reasonably substantiate damage charges. Where repairs are performed by the landlord or the landlord's employee, if a deduction is made for materials or supplies, the landlord shall provide a copy of the bill, invoice, or receipt. The landlord may document the cost of materials or supplies already in the landlord's possession or purchased on an ongoing basis by providing a copy of a bill, invoice, receipt, vendor price list, or other vendor document that reasonably documents the cost of the item used in the repair or cleaning of the unit. Where repairs are performed by the landlord or the landlord's employee, the landlord shall include a statement of the time spent performing repairs and the reasonable hourly rate charged.

(c) No portion of any deposit may be withheld:

(i) For wear resulting from ordinary use of the premises;

(ii) For carpet cleaning unless the landlord documents wear to the carpet that is beyond wear resulting from ordinary use of the premises;

(iii) For the costs of repair and replacement of fixtures, equipment, appliances, and furnishings if their condition was not reasonably documented in the written checklist required under RCW 59.18.260; or

(iv) In excess of the cost of repair or replacement of the damaged portion in situations in which the premises, including fixtures, equipment, appliances, and furnishings, are damaged in excess of wear resulting from ordinary use of the premises but the damage does not encompass the item's entirety.

(2) If the landlord fails to give the statement and any documentation required by subsection (1) of this section together with any refund due the tenant within the time limits specified in subsection (1) of this section he or she shall be liable to the tenant for the full amount of the deposit. The landlord is also barred in any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement and any documentation within the 30 days or that the tenant abandoned the premises as defined in RCW 59.18.310. The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of the landlord to give the statement, documentation, or refund due unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement and any such documentation within 30 days or that the tenant abandoned the premises as described in RCW 59.18.310. In any action brought by the tenant to recover the deposit, the prevailing party shall additionally be entitled to the cost of suit or arbitration including a reasonable attorneys' fee.

(3)

(a) Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorneys' fees. However, if the landlord seeks reimbursement for damages from the landlord mitigation program pursuant to RCW 43.31.605(1)(d), the landlord is prohibited from retaining any portion of the tenant's damage or security deposit or proceeding against the tenant who terminates under RCW 59.18.575 to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property.

(b) Damages for wear resulting from ordinary use of the premises or not substantiated by documentation equivalent to that required in subsection (1) of this section may not be charged to the tenant, reported to any consumer reporting agency, tenant screening service, or prospective landlord, or submitted for collection by any third-party agency.

(c) For tenancies with rental agreements initiated on or after July 23, 2023, any lawsuit filed against a tenant to recover sums exceeding the amount of the deposit shall be commenced within three years of the termination of the rental agreement or the tenant's abandonment of the premises.

(4) The requirements with respect to checklists and documentation that are set forth in RCW 59.18.260 and this section do not apply to situations in which part or all of a security deposit is withheld by the landlord for reasons unrelated to damages to the premises, fixtures, equipment, appliances, and furnishings, such as for rent or other charges owing.

RCW 59.18.280

Amended by 2023 c 331, § 4, eff. 7/23/2023.

Amended by 2022 c 196, § 3, eff. 6/9/2022.

Amended by 2016 c 66, § 4, eff. 6/9/2016.

Amended by 2010 c 8, § 19027, eff. 6/10/2010.

1989 c 342 § 9; 1983 c 264 § 7; 1973 1st ex.s. c 207 § 28.

Findings-Intent- 2023 c 331: See note following RCW 59.18.030.

Finding-Intent- 2022 c 196: See note following RCW 43.31.605.

Permitted Uses of the Deposit:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit can be Withheld:

What This Means: No statute.

Legal Statute:

No content available

Require Written Description/Itemized List of Damages and Charges:

What This Means: The landlord is required to provide a tenant with an itemized list of damages and charges in writing.

Legal Statute:

Current through the 2024 Regular Session

Section 59.18.280 - Moneys paid as deposit or security for performance by tenant-Statement and notice of basis for retention-Remedies for landlord's failure to make refund-Exception

(1)

(a) Within 30 days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises as defined in RCW 59.18.310, within 30 days after the landlord learns of the abandonment, the landlord shall give a full and specific statement of the basis for retaining any of the deposit, and any documentation required by (b) of this subsection, together with the payment of any refund due the tenant under the terms and conditions of the rental agreement.

The landlord complies with this subsection if these are delivered to the tenant personally or deposited in the United States mail properly addressed to the tenant's last known address with first-class postage prepaid within the 30 days.

(b) With the statement required by (a) of this subsection, the landlord shall include copies of estimates received or invoices paid to reasonably substantiate damage charges. Where repairs are performed by the landlord or the landlord's employee, if a deduction is made for materials or supplies, the landlord shall provide a copy of the bill, invoice, or receipt. The landlord may document the cost of materials or supplies already in the landlord's possession or purchased on an ongoing basis by providing a copy of a bill, invoice, receipt, vendor price list, or other vendor document that reasonably documents the cost of the item used in the repair or cleaning of the unit. Where repairs are performed by the landlord or the landlord's employee, the landlord shall include a statement of the time spent performing repairs and the reasonable hourly rate charged.

(c) No portion of any deposit may be withheld:

(i) For wear resulting from ordinary use of the premises;

(ii) For carpet cleaning unless the landlord documents wear to the carpet that is beyond wear resulting from ordinary use of the premises;

(iii) For the costs of repair and replacement of fixtures, equipment, appliances, and furnishings if their condition was not reasonably documented in the written checklist required under RCW 59.18.260; or

(iv) In excess of the cost of repair or replacement of the damaged portion in situations in which the premises, including fixtures, equipment, appliances, and furnishings, are damaged in excess of wear resulting from ordinary use of the premises but the damage does not encompass the item's entirety.

(2) If the landlord fails to give the statement and any documentation required by subsection (1) of this section together with any refund due the tenant within the time limits specified in subsection (1) of this section he or she shall be liable to the tenant for the full amount of the deposit. The landlord is also barred in any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement and any documentation within the 30 days or that the tenant abandoned

the premises as defined in RCW 59.18.310. The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of the landlord to give the statement, documentation, or refund due unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement and any such documentation within 30 days or that the tenant abandoned the premises as described in RCW 59.18.310. In any action brought by the tenant to recover the deposit, the prevailing party shall additionally be entitled to the cost of suit or arbitration including a reasonable attorneys' fee.

(3)

(a) Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorneys' fees. However, if the landlord seeks reimbursement for damages from the landlord mitigation program pursuant to RCW 43.31.605(1)(d), the landlord is prohibited from retaining any portion of the tenant's damage or security deposit or proceeding against the tenant who terminates under RCW 59.18.575 to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property.

(b) Damages for wear resulting from ordinary use of the premises or not substantiated by documentation equivalent to that required in subsection (1) of this section may not be charged to the tenant, reported to any consumer reporting agency, tenant screening service, or prospective landlord, or submitted for collection by any third-party agency.

(c) For tenancies with rental agreements initiated on or after July 23, 2023, any lawsuit filed against a tenant to recover sums exceeding the amount of the deposit shall be commenced within three years of the termination of the rental agreement or the tenant's abandonment of the premises.

(4) The requirements with respect to checklists and documentation that are set forth in RCW 59.18.260 and this section do not apply to situations in which part or all of a security deposit is withheld by the landlord for reasons unrelated to damages to the premises, fixtures, equipment, appliances, and furnishings, such as for rent or other charges owing.

RCW 59.18.280

Amended by 2023 c 331, § 4, eff. 7/23/2023.

Amended by 2022 c 196, § 3, eff. 6/9/2022.

Amended by 2016 c 66, § 4, eff. 6/9/2016.

Amended by 2010 c 8, § 19027, eff. 6/10/2010.

1989 c 342 § 9; 1983 c 264 § 7; 1973 1st ex.s. c 207 § 28.

Findings-Intent- 2023 c 331: See note following RCW 59.18.030.

Finding-Intent- 2022 c 196: See note following RCW 43.31.605.

Receipt of Security Deposit:

What This Means: The landlord shall provide a written receipt for all deposits and must provide written notice of the name, address, and location of the depository (and any subsequent change thereof).

Legal Statute:

All moneys paid to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a lease or rental agreement shall promptly be deposited by the landlord in a trust account, maintained by the landlord for the purpose of holding such security deposits for tenants of the landlord, in a financial institution as defined by *RCW 30.22.041 or licensed escrow agent located in Washington. Unless otherwise agreed in writing, the landlord shall be entitled to receipt of interest paid on such trust account deposits. The landlord shall provide the tenant with a written receipt for the deposit and shall provide written notice of the name and address and location of the depository and any subsequent change thereof. If during a tenancy the status of landlord is transferred to another, any sums in the deposit trust account affected by such transfer shall simultaneously be transferred to an equivalent trust account of the successor landlord, and the successor landlord shall promptly notify the tenant of the transfer and of the name, address, and location of the new depository. If, during the tenancy, the tenant's dwelling unit is foreclosed upon and the tenant's deposit is not transferred to the successor after the foreclosure sale or other transfer of the property from the foreclosed-upon owner to a successor, the foreclosed-upon owner shall promptly refund the full deposit to the tenant immediately after the foreclosure sale or transfer. If the foreclosed-upon owner does not either immediately refund the full deposit to the tenant or transfer the deposit to the successor, the foreclosed-upon owner is liable to the tenant for damages up to two times the amount of the deposit. In any action brought by the tenant to recover the deposit, the prevailing party is entitled to recover the costs of suit or arbitration, including reasonable attorneys' fees. The tenant's claim to any moneys paid under this section shall be prior to that of any creditor of the landlord, including a trustee in bankruptcy or receiver, even if such moneys are commingled.

RCW 59.18.270

Amended by 2011 c 132, § 14, eff. 7/22/2011. 2004 c 136 § 1; 1975 1st ex.s. c 233 § 1; 1973 1st ex.s. c 207 § 27.

*Reviser's note: RCW 30.22.041 was recodified as RCW 30A.22.041 pursuant to 2014 c 37 § 4, effective January 5, 2015.

Record Keeping of Deposit Withholdings:

What This Means: Not statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: If the landlord collects a security deposit without providing the mandatory written checklist of the commencement of the tenancy, the landlord is liable to the tenant for the entirety of the deposit amount. The prevailing party is entitled to recover court costs and reasonable attorneys' fees.

Legal Statute:

(1) If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify.

(2) No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement is provided by the landlord to the tenant at the commencement of the tenancy specifically describing the condition and cleanliness of or existing damages to the premises, fixtures, equipment, appliances, and furnishings including, but not limited to:

(a) Walls, including wall paint and wallpaper;

(b) Carpets and other flooring;

(c) Furniture; and

(d) Appliances.

(3) The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. The tenant has the right to request one free replacement copy of the written checklist.

(4) No such deposit shall be withheld on account of wear resulting from ordinary use of the premises.

(5) If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280.

RCW 59.18.260

Amended by 2023 c 331, § 3, eff. 7/23/2023.

Amended by 2011 c 132, § 13, eff. 7/22/2011.

1983 c 264 § 6; 1973 1st ex.s. c 207 § 26.

Findings-Intent- 2023 c 331: See note following RCW 59.18.030.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: A 30-day written notice is required for month-to-month leases.

Legal Statute:

(1) The tenant shall conform to all reasonable obligations or restrictions, whether denominated by the landlord as rules, rental agreement, rent, or otherwise, concerning the use, occupation, and maintenance of his or her dwelling unit, appurtenances thereto, and the property of which the dwelling unit is a part if such obligations and restrictions are not in violation of any of the terms of this chapter and are not otherwise contrary to law, and if such obligations and restrictions are brought to the attention of the tenant at the time of his or her initial occupancy of the dwelling unit and thus become part of the rental agreement.

(2) Except for termination of tenancy and an increase in the amount of rent, after thirty days written notice to each affected tenant, a new rule of tenancy may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

(3)

(a) Except as provided in (b) of this subsection, a landlord shall provide a minimum of sixty days' prior written notice of an increase in the amount of rent to each affected tenant, and any

increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement.

(b) If the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

RCW 59.18.140

Amended by 2019 c 105, § 1, eff. 7/28/2019.

Amended by 2010 c 8, § 19022, eff. 6/10/2010.

1989 c 342 § 6; 1973 1st ex.s. c 207 § 14.

Late Fees:

What This Means: No statute.

Legal Statute:

No content available

Application Fees:

What This Means: No statute.

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: Returned check fees are allowed, but must not exceed \$40.00, or the face amount of the check - whichever is less.

Legal Statute:

(a) If a check as defined in RCW 62A.3-104 is dishonored by nonacceptance or nonpayment, the payee or person entitled to enforce the check under RCW 62A.3-301 may collect a reasonable handling fee for each instrument. If the check is not paid within fifteen days and after the person entitled to enforce the check or the person's agent sends a notice of dishonor as provided by RCW 62A.3-520 to the drawer at the drawer's last known address, and if the instrument does not provide for the payment of interest or collection costs and attorneys' fees, the drawer of the instrument is liable for payment of interest at the rate of twelve percent per annum from the date of dishonor, and cost of collection not to exceed forty dollars or the face amount of the check, whichever is less, payable to the person entitled to enforce the check. In addition, in the event of court action on the check, the court, after notice and the expiration of the fifteen days, shall award reasonable attorneys' fees, and three times the face amount of the check or three hundred dollars, whichever is less, as part of the damages payable to the person enforcing the check. This section does not apply to an instrument that is dishonored by reason of a justifiable stop payment order.

(b)

(1) Subsequent to the commencement of an action on the check (subsection (a)) but prior to the hearing, the defendant may tender to the plaintiff as satisfaction of the claim, an amount of money equal to the face amount of the check, a reasonable handling fee, accrued interest, collection costs equal to the face amount of the check not to exceed forty dollars, and the incurred court costs, service costs, and statutory attorneys' fees.

(2) Nothing in this section precludes the right to commence action in a court under chapter 12.40 RCW for small claims.

RCW 62A.3-515

2000 c 215 § 1; 1995 c 187 § 1; 1993 c 229 § 67; 1991 c 168 § 1; 1986 c 128 § 1; 1981 c 254 § 1; 1969 c 62 § 1; 1967 ex.s. c 23 § 1.

Recovery of attorneys' fees-Effective date-1993 c 229: See RCW 62A.11-111 and 62A.11-112.

Savings-Severability-1967 ex.s. c 23: See notes following RCW 19.52.005.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):



<https://www.RocketRent.com>

What This Means: The tenant is allowed to withhold payment, but must also notify the appropriate government authorities. The tenant must also deposit the withheld rent into an escrow account.

Legal Statute:

The legislature finds that some tenants live in residences that are substandard and dangerous to their health and safety and that the repair and deduct remedies of RCW 59.18.100 may not be adequate to remedy substandard and dangerous conditions. Therefore, an extraordinary remedy is necessary if the conditions substantially endanger or impair the health and safety of the tenant.

If a landlord fails to fulfill any substantial obligation imposed by RCW 59.18.060 that substantially endangers or impairs the health or safety of a tenant, including (i) structural members that are of insufficient size or strength to carry imposed loads with safety, (ii) exposure of the occupants to the weather, (iii) plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury, (iv) lack of water, including hot water, (v) heating or ventilation systems that are not functional or are hazardous, (vi) defective, hazardous, or missing electrical wiring or electrical service, (vii) defective or inadequate exits that increase the risk of injury to occupants, and (viii) conditions that increase the risk of fire, the tenant shall give notice in writing to the landlord, specifying the conditions, acts, omissions, or violations.

[Full remaining statute text continues as in the original document, detailing the process for tenant rent escrow, notification requirements, local government inspection, and potential remedies]

Tenant Allowed to Repair and Deduct Rent:

What This Means: If a rental unit requires repairs that the landlord is responsible for, and the landlord fails to make these repairs in a timely manner, tenants have the right to make repairs themselves. The tenant is able to deduct the cost of the repairs from their rent, subject to certain conditions.

Repairs Requiring a Licensed Professional:

- If the repair requires a licensed professional (ex: electrical, plumbing, or other specialized work), the tenant must:

Provide the landlord with an estimate of the repair costs before the work is performed.

Ensure that the total cost of the repair does not exceed the total of two months' rent.

Repairs Not Requiring a Licensed Professional:

- For repairs that do not require a licensed professional (ex: basic maintenance or cosmetic repairs), the tenant is allowed to perform the repairs themselves. However, there are limits:

The cost of repairs must not exceed one month's rent.

The total cost of repairs that a tenant deducts from rent in a 12-month period cannot exceed one month's rent in total.

Legal Statute:

Current through the 2024 Regular Session

Section 59.18.100 - Landlord's failure to carry out duties-Repairs effected by tenant-Procedure-Deduction of cost from rent-Limitations

(1) If, at any time during the tenancy, the landlord fails to carry out any of the duties imposed by RCW 59.18.060, and notice of the defect is given to the landlord pursuant to RCW 59.18.070, the tenant may submit to the landlord or his or her designated agent by first-class mail or in person a good faith estimate by the tenant of the cost to perform the repairs necessary to correct the defective condition if the repair is to be done by licensed or registered persons, or if no licensing or registration requirement applies to the type of work to be performed, the cost if the repair is to be done by responsible persons capable of performing such repairs. Such estimate may be submitted to the landlord at the same time as notice is given pursuant to RCW 59.18.070. The remedy provided in this section shall not be available for a landlord's failure to carry out the duties in *RCW 59.18.060 (9) and (14). If the tenant utilizes this section for repairs pursuant to RCW 59.18.060(6), the tenant shall promptly provide the landlord with a key to any new or replaced locks. The amount the tenant may deduct from the rent may vary from the estimate, but cannot exceed the two-month limit as described in subsection (2) of this section.

(2) If the landlord fails to commence remedial action of the defective condition within the applicable time period after receipt of notice and the estimate from the tenant, the tenant may contract with a licensed or registered person, or with a responsible person capable of performing the repair if no license or registration is required, to make the repair. Upon the completion of the repair and an opportunity for inspection by the landlord or his or her designated agent, the tenant may deduct the cost of repair from the rent in an amount not to exceed the sum expressed in dollars representing two month's rental of the tenant's unit per repair. When the landlord must commence to remedy the defective condition within ten days as provided in RCW 59.18.070(3), the tenant cannot contract for repairs for ten days after notice or two days after the landlord receives the estimate, whichever is later. The total costs of repairs deducted in any twelve-month period under this subsection shall not exceed the sum expressed in dollars representing two month's rental of the tenant's unit.

(3) If the landlord fails to carry out the duties imposed by RCW 59.18.060 within the applicable time period, and if the cost of repair does not exceed one month's rent, including the cost of materials and labor, which shall be computed at the prevailing rate in the community for the

performance of such work, and if repair of the condition need not by law be performed only by licensed or registered persons, and if the tenant has given notice under RCW 59.18.070, although no estimate shall be necessary under this subsection, the tenant may repair the defective condition in a workmanlike manner and upon completion of the repair and an opportunity for inspection, the tenant may deduct the cost of repair from the rent. Repairs under this subsection are limited to defects within the leased premises. The cost per repair shall not exceed one month's rent of the unit and the total costs of repairs deducted in any twelve-month period under this subsection shall not exceed one month's rent of the unit.

(4) The provisions of this section shall not:

(a) Create a relationship of employer and employee between landlord and tenant; or

(b) Create liability under the workers' compensation act; or

(c) Constitute the tenant as an agent of the landlord for the purposes of **RCW 60.04.010 and 60.04.040.

(5) Any repair work performed under the provisions of this section shall comply with the requirements imposed by any applicable code, statute, ordinance, or regulation. A landlord whose property is damaged because of repairs performed in a negligent manner may recover the actual damages in an action against the tenant.

(6) Nothing in this section shall prevent the tenant from agreeing with the landlord to undertake the repairs himself or herself in return for cash payment or a reasonable reduction in rent. Any such agreement does not alter the landlord's obligations under this chapter.

RCW 59.18.100

Amended by 2011 c 132, § 5, eff. 7/22/2011.

Amended by 2010 c 8, § 19021, eff. 6/10/2010.

1989 c 342 § 5; 1987 c 185 § 35; 1973 1st ex.s. c 207 § 10.

Reviser's note: *(1) RCW 59.18.060 was amended by 2013 c 35 § 1, changing subsections (9) and (14) to subsections (10) and (15), respectively.

** (2) RCW 60.04.010 and 60.04.040 were repealed by 1991 c 281 § 31, effective April 1, 1992.

Intent-Severability-1987 c 185: See notes following RCW 51.12.130.

Self-Help Evictions:

What This Means: No statute.



Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: The landlord is allowed to recover court and attorney fees.

Legal Statute:

Current through the 2024 Regular Session

Section 59.18.280 - Moneys paid as deposit or security for performance by tenant-Statement and notice of basis for retention-Remedies for landlord's failure to make refund-Exception

(1)

(a) Within 30 days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises as defined in RCW 59.18.310, within 30 days after the landlord learns of the abandonment, the landlord shall give a full and specific statement of the basis for retaining any of the deposit, and any documentation required by (b) of this subsection, together with the payment of any refund due the tenant under the terms and conditions of the rental agreement.

The landlord complies with this subsection if these are delivered to the tenant personally or deposited in the United States mail properly addressed to the tenant's last known address with first-class postage prepaid within the 30 days.

(b) With the statement required by (a) of this subsection, the landlord shall include copies of estimates received or invoices paid to reasonably substantiate damage charges. Where repairs are performed by the landlord or the landlord's employee, if a deduction is made for materials or supplies, the landlord shall provide a copy of the bill, invoice, or receipt. The landlord may document the cost of materials or supplies already in the landlord's possession or purchased on an ongoing basis by providing a copy of a bill, invoice, receipt, vendor price list, or other vendor document that reasonably documents the cost of the item used in the repair or cleaning of the unit. Where repairs are performed by the landlord or the landlord's employee, the landlord shall include a statement of the time spent performing repairs and the reasonable hourly rate charged.

(c) No portion of any deposit may be withheld:

(i) For wear resulting from ordinary use of the premises;

- (ii) For carpet cleaning unless the landlord documents wear to the carpet that is beyond wear resulting from ordinary use of the premises;
- (iii) For the costs of repair and replacement of fixtures, equipment, appliances, and furnishings if their condition was not reasonably documented in the written checklist required under RCW 59.18.260; or
- (iv) In excess of the cost of repair or replacement of the damaged portion in situations in which the premises, including fixtures, equipment, appliances, and furnishings, are damaged in excess of wear resulting from ordinary use of the premises but the damage does not encompass the item's entirety.

(2) If the landlord fails to give the statement and any documentation required by subsection (1) of this section together with any refund due the tenant within the time limits specified in subsection (1) of this section he or she shall be liable to the tenant for the full amount of the deposit. The landlord is also barred in any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement and any documentation within the 30 days or that the tenant abandoned the premises as defined in RCW 59.18.310. The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of the landlord to give the statement, documentation, or refund due unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement and any such documentation within 30 days or that the tenant abandoned the premises as described in RCW 59.18.310. In any action brought by the tenant to recover the deposit, the prevailing party shall additionally be entitled to the cost of suit or arbitration including a reasonable attorneys' fee.

(3)

(a) Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorneys' fees. However, if the landlord seeks reimbursement for damages from the landlord mitigation program pursuant to RCW 43.31.605(1)(d), the landlord is prohibited from retaining any portion of the tenant's damage or security deposit or proceeding against the tenant who terminates under RCW 59.18.575 to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property.

(b) Damages for wear resulting from ordinary use of the premises or not substantiated by documentation equivalent to that required in subsection (1) of this section may not be charged to the tenant, reported to any consumer reporting agency, tenant screening service, or prospective landlord, or submitted for collection by any third-party agency.

(c) For tenancies with rental agreements initiated on or after July 23, 2023, any lawsuit filed against a tenant to recover sums exceeding the amount of the deposit shall be commenced within three years of the termination of the rental agreement or the tenant's abandonment of the premises.

(4) The requirements with respect to checklists and documentation that are set forth in RCW 59.18.260 and this section do not apply to situations in which part or all of a security deposit is withheld by the landlord for reasons unrelated to damages to the premises, fixtures, equipment, appliances, and furnishings, such as for rent or other charges owing.

RCW 59.18.280

Amended by 2023 c 331, § 4, eff. 7/23/2023.

Amended by 2022 c 196, § 3, eff. 6/9/2022.

Amended by 2016 c 66, § 4, eff. 6/9/2016.

Amended by 2010 c 8, § 19027, eff. 6/10/2010.

1989 c 342 § 9; 1983 c 264 § 7; 1973 1st ex.s. c 207 § 28.

Findings-Intent- 2023 c 331: See note following RCW 59.18.030.

Finding-Intent- 2022 c 196: See note following RCW 43.31.605.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: The landlord must make a reasonable attempt.

Legal Statute:

(1) 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 the following for such abandonment: PROVIDED, That upon learning of such abandonment of the premises the landlord shall make a reasonable effort to mitigate the damages resulting from such abandonment:

(a) When the tenancy is month-to-month, the tenant shall be liable for the rent for the thirty days following either the date the landlord learns of the abandonment, or the date the next regular rental payment would have become due, whichever first occurs.

(b) When the tenancy is for a term greater than month-to-month, the tenant shall be liable for the lesser of the following:

(i) The entire rent due for the remainder of the term; or

(ii) All rent accrued during the period reasonably necessary to rerent the premises at a fair rental, plus the difference between such fair rental and the rent agreed to in the prior agreement, plus actual costs incurred by the landlord in rerenting the premises together with statutory court costs and reasonable attorneys' fees.

(2) In the event of such abandonment of tenancy and an accompanying default in the payment of rent by the tenant, the landlord may immediately enter and take possession of any property of the tenant found on the premises and may store the same in any reasonably secure place. A landlord shall make reasonable efforts to provide the tenant with a notice containing the name and address of the landlord and the place where the property is stored and informing the tenant that a sale or disposition of the property shall take place pursuant to this section, and the date of the sale or disposal, and further informing the tenant of the right under RCW 59.18.230 to have the property returned prior to its sale or disposal. The landlord's efforts at notice under this subsection shall be satisfied by the mailing by first-class mail, postage prepaid, of such notice to the tenant's last known address and to any other address provided in writing by the tenant or actually known to the landlord where the tenant might receive the notice. The landlord shall return the property to the tenant after the tenant has paid the actual or reasonable drayage and storage costs whichever is less if the tenant makes a written request for the return of the property before the landlord has sold or disposed of the property. After forty-five days from the date the notice of such sale or disposal is mailed or personally delivered to the tenant, the landlord may sell or dispose of such property, including personal papers, family pictures, and keepsakes. The landlord may apply any income derived therefrom against moneys due the landlord, including actual or reasonable costs whichever is less of drayage and storage of the property. If the property has a cumulative value of two hundred fifty dollars or less, the landlord may sell or dispose of the property in the manner provided in this section, except for personal papers, family pictures, and keepsakes, after seven days from the date the notice of sale or disposal is mailed or personally delivered to the tenant: PROVIDED, That the landlord shall make reasonable efforts, as defined in this section, to notify the tenant. Any excess income derived from the sale of such property under this section shall be held by the landlord for the benefit of the tenant for a period of one year from the date of sale, and if no claim is made or action commenced by the tenant for the recovery thereof prior to the expiration of that period of time, the balance shall be the property of the landlord, including any interest paid on the income.

(3) This section does not apply to the disposition of property of a deceased tenant. RCW 59.18.595 governs the disposition of property on the death of a tenant when the tenant is the sole occupant of the dwelling unit.

RCW 59.18.310

Amended by 2015 c 264, § 4, eff. 7/24/2015.

Amended by 2011 c 132, § 16, eff. 7/22/2011.

1991 c 220 § 1; 1989 c 342 § 10; 1983 c 264 § 8; 1973 1st ex.s. c 207 § 31.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No notice is required because the lease simply expires.

Legal Statute:

In all cases where premises are rented for a specified time, by express or implied contract, the tenancy shall be deemed terminated at the end of such specified time.

RCW 59.04.030

Code 1881 § 2055; 1867 p 101 § 3; RRS § 10620.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: Landlords are required to give 20 days or more of notice from the lease expiration. Less than 20 days' notice is permitted for any tenant who is a member of the armed forces or receives orders of deployment.

Legal Statute:

(1)

(a) When premises are rented for an indefinite time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a tenancy from month to month, or from period to period on which rent is payable, and shall end by written notice of 20 days or more, preceding the end of any of the months or periods of tenancy, given by the tenant to the landlord.

(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a rental agreement with less than 20 days' written notice if the tenant receives permanent change of station or deployment orders that do not allow a 20-day written notice.

(2)

(a) Whenever a landlord plans to change to a policy of excluding children, the landlord shall give a written notice to a tenant at least 90 days before the tenancy ends to effectuate such change in policy. Such 90-day notice shall be in lieu of the notice required by subsection (1) of this section. However, if after giving the 90-day notice the change in policy is delayed, the notice requirements of subsection (1) of this section shall apply unless waived by the tenant.

(b) Whenever a landlord plans to change any apartment or apartments to a condominium form of ownership, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends, in compliance with RCW 64.90.655, to effectuate such change. The 120-day notice is in lieu of the notice required in subsection (1) of this section. However, if after providing the 120-day notice the change to a condominium form of ownership is delayed, the notice requirements in subsection (1) of this section apply unless waived by the tenant.

(c)

(i) Whenever a landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends. This subsection (2)(c)(i) does not apply to jurisdictions that have created a relocation assistance program under RCW 59.18.440 and otherwise provide 120 days' notice.

(ii) For purposes of this subsection (2)(c):

(A) "Assisted housing development" means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

(B) "Change of use" means:

(I) Conversion of any premises from a residential use to a nonresidential use that results in the displacement of an existing tenant;

(II) conversion from one type of residential use to another type of residential use that results in the displacement of an existing tenant, such as conversion to a retirement home, emergency shelter, or transient hotel; or

(III) conversion following removal of use restrictions from an assisted housing development that results in the displacement of an existing tenant: PROVIDED, That displacement of an existing tenant in order that the owner or a member of the owner's immediate family may occupy the premises does not constitute a change of use.

(C) "Demolish" means the destruction of premises or the relocation of premises to another site that results in the displacement of an existing tenant.

(D) "Substantially rehabilitate" means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

RCW 59.18.200

Amended by 2024 c 321, § 408, eff. 1/1/2028.

Reenacted and amended by 2021 c 212, § 3, eff. 5/10/2021.

Amended by 2019 c 339, § 1, eff. 7/28/2019.

Amended by 2019 c 23, § 2, eff. 7/28/2019.

2008 c 113 § 4; 2003 c 7 § 1; 1979 ex.s. c 70 § 1; 1973 1st ex.s. c 207 § 20.

Effective date- 2021 c 212: See note following RCW 59.18.030.

Application-Effective date-2008 c 113: See notes following RCW 64.34.440.

Effective date-2003 c 7: \"This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [March 24, 2003].\" [2003 c 7 § 4.]

Unlawful detainer, notice requirement: RCW 59.12.030(2).

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: No statute.

Legal Statute:

No content available

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute.

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: Landlords are required to give tenants three days' notice.

Legal Statute:

Except as limited under RCW 59.18.650 relating to tenancies under chapter 59.18 RCW, a tenant of real property for a term less than life is liable for unlawful detainer either:

- (1) When he or she holds over or continues in possession, in person or by subtenant, of the property or any part thereof after the expiration of the term for which it is let to him or her. When real property is leased for a specified term or period by express or implied contract, whether written or oral, the tenancy shall end without notice at the expiration of the specified term or period;
- (2) When he or she, having leased property for an indefinite time with monthly or other periodic rent reserved, continues in possession thereof, in person or by subtenant, after the end of any such month or period, when the landlord, more than 20 days prior to the end of such month or period, has served notice (in manner in RCW 59.12.040 provided) requiring him or her to quit the premises at the expiration of such month or period;
- (3) When he or she continues in possession in person or by subtenant after a default in the payment of rent, and after notice in writing requiring in the alternative the payment of the rent or the surrender of the detained premises, served (in manner in RCW 59.12.040 provided) on behalf of the person entitled to the rent upon the person owing it, has remained uncomplied with for the period of three days after service, or for the period of 14 days after service for tenancies under chapter 59.18 RCW. The notice may be served at any time after the rent becomes due. For the purposes of this subsection and as applied to tenancies under chapter 59.18 RCW, "rent" has the same meaning as defined in RCW 59.18.030;
- (4) When he or she continues in possession in person or by subtenant after a neglect or failure to keep or perform any condition or covenant of the lease or agreement under which the property is held, including any covenant not to assign or sublet, other than one for the payment of rent, and after notice in writing requiring in the alternative the performance of such condition or covenant or the surrender of the property, served (in manner in RCW 59.12.040 provided) upon him or her, and if there is a subtenant in actual possession of the premises, also upon such subtenant, shall remain uncomplied with for 10 days after service thereof. Within 10 days after the service of such notice the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform such condition or covenant and thereby save the lease from such forfeiture. For the purposes of this subsection and as applied to tenancies under chapter 59.18 RCW, "rent" has the same meaning as defined in RCW 59.18.030;

(5) When he or she commits or permits waste upon the demised premises, or when he or she sets up or carries on thereon any unlawful business, or when he or she erects, suffers, permits, or maintains on or about the premises any nuisance, and remains in possession after the service (in manner in RCW 59.12.040 provided) upon him or her of three days' notice to quit;

(6) A person who, without the permission of the owner and without having color of title thereto, enters upon land of another and who fails or refuses to remove therefrom after three days' notice, in writing and served upon him or her in the manner provided in RCW 59.12.040. Such person may also be subject to the criminal provisions of chapter 9A.52 RCW; or

(7) When he or she commits or permits any gang-related activity at the premises as prohibited by RCW 59.18.130.

RCW 59.12.030

Amended by 2021 c 212, § 6, eff. 5/10/2021.

Amended by 2019 c 356, § 2, eff. 7/28/2019.

1998 c 276 § 6; 1983 c 264 § 1; 1953 c 106 § 1. Prior: 1905 c 86 § 1; 1891 c 96 § 3; 1890 p 73 § 3; RRS § 812.

Effective date- 2021 c 212 : See note following RCW 59.18.030.

Intent- 2019 c 356 : "It is declared to be the public policy of the state and a recognized governmental function to assist residents who are experiencing a temporary crisis in retaining stable housing, and by so doing to contribute to the general welfare. Decent housing for the people of Washington state is a most important public concern. An escalation of rents and scarcity of housing supply have made it difficult for many Washingtonians to obtain stable housing, especially if they lose housing after experiencing an extraordinary life event that temporarily leaves them without resources and income. It is the long-standing practice of the state to make rental assistance available in many such urgent situations, and it is the intent of the legislature to provide a payment on the tenant's behalf to the landlord in certain eviction proceedings to give the tenant additional time to access resources that allow the tenants to stay in their home." [2019 c 356 § 1.]

End of month to month tenancy: RCW 59.04.020, 59.18.200.

Unlawful detainer defined: RCW 59.16.010.

Notice for Lease Violation:

What This Means: Landlords are required to give tenants 10 days' notice. If there is illegal or nuisance activity, landlords are required to give three days' notice.

Legal Statute:

Except as limited under RCW 59.18.650 relating to tenancies under chapter 59.18 RCW, a tenant of real property for a term less than life is liable for unlawful detainer either:

(1) When he or she holds over or continues in possession, in person or by subtenant, of the property or any part thereof after the expiration of the term for which it is let to him or her. When real property is leased for a specified term or period by express or implied contract, whether written or oral, the tenancy shall end without notice at the expiration of the specified term or period;

(2) When he or she, having leased property for an indefinite time with monthly or other periodic rent reserved, continues in possession thereof, in person or by subtenant, after the end of any such month or period, when the landlord, more than 20 days prior to the end of such month or period, has served notice (in manner in RCW 59.12.040 provided) requiring him or her to quit the premises at the expiration of such month or period;

(3) When he or she continues in possession in person or by subtenant after a default in the payment of rent, and after notice in writing requiring in the alternative the payment of the rent or the surrender of the detained premises, served (in manner in RCW 59.12.040 provided) on behalf of the person entitled to the rent upon the person owing it, has remained uncomplied with for the period of three days after service, or for the period of 14 days after service for tenancies under chapter 59.18 RCW. The notice may be served at any time after the rent becomes due. For the purposes of this subsection and as applied to tenancies under chapter 59.18 RCW, "rent" has the same meaning as defined in RCW 59.18.030;

(4) When he or she continues in possession in person or by subtenant after a neglect or failure to keep or perform any condition or covenant of the lease or agreement under which the property is held, including any covenant not to assign or sublet, other than one for the payment of rent, and after notice in writing requiring in the alternative the performance of such condition or covenant or the surrender of the property, served (in manner in RCW 59.12.040 provided) upon him or her, and if there is a subtenant in actual possession of the premises, also upon such subtenant, shall remain uncomplied with for 10 days after service thereof. Within 10 days after the service of such notice the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform such condition or covenant and thereby save the lease from such forfeiture. For the purposes of this subsection and as applied to tenancies under chapter 59.18 RCW, "rent" has the same meaning as defined in RCW 59.18.030;

(5) When he or she commits or permits waste upon the demised premises, or when he or she sets up or carries on thereon any unlawful business, or when he or she erects, suffers, permits, or maintains on or about the premises any nuisance, and remains in possession after the service (in manner in RCW 59.12.040 provided) upon him or her of three days' notice to quit;

(6) A person who, without the permission of the owner and without having color of title thereto, enters upon land of another and who fails or refuses to remove therefrom after three days' notice, in writing and served upon him or her in the manner provided in RCW 59.12.040. Such person may also be subject to the criminal provisions of chapter 9A.52 RCW; or

(7) When he or she commits or permits any gang-related activity at the premises as prohibited by RCW 59.18.130.

RCW 59.12.030

Amended by 2021 c 212, § 6, eff. 5/10/2021.

Amended by 2019 c 356, § 2, eff. 7/28/2019.

1998 c 276 § 6; 1983 c 264 § 1; 1953 c 106 § 1. Prior: 1905 c 86 § 1; 1891 c 96 § 3; 1890 p 73 § 3; RRS § 812.

Effective date- 2021 c 212 : See note following RCW 59.18.030.

Intent- 2019 c 356 : "It is declared to be the public policy of the state and a recognized governmental function to assist residents who are experiencing a temporary crisis in retaining stable housing, and by so doing to contribute to the general welfare. Decent housing for the people of Washington state is a most important public concern. An escalation of rents and scarcity of housing supply have made it difficult for many Washingtonians to obtain stable housing, especially if they lose housing after experiencing an extraordinary life event that temporarily leaves them without resources and income. It is the long-standing practice of the state to make rental assistance available in many such urgent situations, and it is the intent of the legislature to provide a payment on the tenant's behalf to the landlord in certain eviction proceedings to give the tenant additional time to access resources that allow the tenants to stay in their home." [2019 c 356 § 1.]

End of month to month tenancy: RCW 59.04.020, 59.18.200.

Unlawful detainer defined: RCW 59.16.010.

Required Notice before Entry:

What This Means: Landlords must give two days' notice.

Legal Statute:

(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) Upon written notice of intent to seek a search warrant, when a tenant or landlord denies a fire official the right to search a dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the dwelling unit sought to be searched that criminal fire code violations exist in the dwelling unit, a court of competent jurisdiction shall issue a warrant allowing a search of the dwelling unit.

Upon written notice of intent to seek a search warrant, when a landlord denies a fire official the right to search the common areas of the rental building other than the dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the common area sought to be searched that a criminal fire code violation exists in those areas, a court of competent jurisdiction shall issue a warrant allowing a search of the common areas in which the violation is alleged.

The superior court and courts of limited jurisdiction organized under Titles 3, 35, and 35A RCW have jurisdiction to issue such search warrants. Evidence obtained pursuant to any such search may be used in a civil or administrative enforcement action.

(3) As used in this section:

(a) "Common areas" means a common area or those areas that contain electrical, plumbing, and mechanical equipment and facilities used for the operation of the rental building.

(b) "Fire official" means any fire official authorized to enforce the state or local fire code.

(4) [Full detailed provisions for search warrants and inspections]

(5) The landlord may enter the dwelling unit without consent of the tenant in case of emergency or abandonment.

(6) The landlord shall not abuse the right of access or use it to harass the tenant, and shall provide notice before entry as provided in this subsection. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' written notice of his or her intent to enter and shall enter only at reasonable times. The notice must state the exact time and date or dates of entry or specify a period of time during that date or dates in which the entry will occur, in which case the notice must specify the earliest and latest possible times of entry. The notice must also specify the telephone number to which the tenant may communicate any objection or request to reschedule the entry. The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit at a specified time where the landlord has given at least one day's notice of intent to enter to exhibit the dwelling unit to prospective or actual purchasers or tenants. A landlord shall not unreasonably interfere with a tenant's enjoyment of the rented dwelling unit by excessively exhibiting the dwelling unit.

(7) The landlord has no other right of access except by court order, arbitrator or by consent of the tenant.

(8) A landlord or tenant who continues to violate the rights of the tenant or landlord with respect to the duties imposed on the other as set forth in this section after being served with one written notification alleging in good faith violations of this section listing the date and time of the violation shall be liable for up to one hundred dollars for each violation after receipt of the notice. The prevailing landlord or tenant may recover costs of the suit or arbitration under this section, and may also recover reasonable attorneys' fees.

(9) Nothing in this section is intended to (a) abrogate or modify in any way any common law right or privilege or (b) affect the common law as it relates to a local municipality's right of entry under emergency or exigent circumstances.

RCW 59.18.150

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Entry is permitted with notice.

Legal Statute:

Current through the 2024 Regular Session

Section 59.18.150 - Landlord's right of entry-Purposes-Searches by fire officials-Searches by code enforcement officials for inspection purposes-Conditions

(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) Upon written notice of intent to seek a search warrant, when a tenant or landlord denies a fire official the right to search a dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the dwelling unit sought to be searched that criminal fire code violations exist in the dwelling unit, a court of competent jurisdiction shall issue a warrant allowing a search of the dwelling unit.

Upon written notice of intent to seek a search warrant, when a landlord denies a fire official the right to search the common areas of the rental building other than the dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the common area sought to be searched that a criminal fire code violation exists in those areas, a court of competent jurisdiction shall issue a warrant allowing a search of the common areas in which the violation is alleged.

The superior court and courts of limited jurisdiction organized under Titles 3, 35, and 35A RCW have jurisdiction to issue such search warrants. Evidence obtained pursuant to any such search may be used in a civil or administrative enforcement action.

(3) As used in this section:

- (a) "Common areas" means a common area or those areas that contain electrical, plumbing, and mechanical equipment and facilities used for the operation of the rental building.
- (b) "Fire official" means any fire official authorized to enforce the state or local fire code.

(4)

(a) A search warrant may be issued by a judge of a superior court or a court of limited jurisdiction under Titles 3, 35, and 35A RCW to a code enforcement official of the state or of any county, city, or other political subdivision for the purpose of allowing the inspection of any specified dwelling unit and premises to determine the presence of an unsafe building condition or a violation of any building regulation, statute, or ordinance.

(b) A search warrant must only be issued upon application of a designated officer or employee of a county or city prosecuting or regulatory authority supported by an affidavit or declaration made under oath or upon sworn testimony before the judge, establishing probable cause that a violation of a state or local law, regulation, or ordinance regarding rental housing exists and endangers the health or safety of the tenant or adjoining neighbors. In addition, the affidavit must contain a statement that consent to inspect has been sought from the owner and the tenant but could not be obtained because the owner or the tenant either refused or failed to respond within five days, or a statement setting forth facts or circumstances reasonably justifying the failure to seek such consent. A landlord may not take or threaten to take reprisals or retaliatory action as defined in RCW 59.18.240 against a tenant who gives consent to a code enforcement official of the state or of any county, city, or other political subdivision to inspect his or her dwelling unit to determine the presence of an unsafe building condition or a violation of any building regulation, statute, or ordinance.

(c) In determining probable cause, the judge is not limited to evidence of specific knowledge, but may also consider any of the following:

- (i) The age and general condition of the premises;
- (ii) Previous violations or hazards found present in the premises;
- (iii) The type of premises;
- (iv) The purposes for which the premises are used; or
- (v) The presence of hazards or violations in and the general condition of premises near the premises sought to be inspected.

(d) Before issuing an inspection warrant, the judge shall find that the applicant has:

- (i) Provided written notice of the date, approximate time, and court in which the applicant will be seeking the warrant to the owner and, if the applicant reasonably believes the dwelling unit or rental property to be inspected is in the lawful possession of a tenant, to the tenant; and
- (ii) posted a copy of the notice on the exterior of the dwelling unit or rental property to be inspected. The judge shall also allow the owner and any tenant who

appears during consideration of the application for the warrant to defend against or in support of the issuance of the warrant.

(e) All warrants must include at least the following:

- (i) The name of the agency and building official requesting the warrant and authorized to conduct an inspection pursuant to the warrant;
- (ii) A reasonable description of the premises and items to be inspected; and
- (iii) A brief description of the purposes of the inspection.

(f) An inspection warrant is effective for the time specified in the warrant, but not for a period of more than ten days unless it is extended or renewed by the judge who signed and issued the original warrant upon satisfying himself or herself that the extension or renewal is in the public interest. The inspection warrant must be executed and returned to the judge by whom it was issued within the time specified in the warrant or within the extended or renewed time. After the expiration of the time specified in the warrant, the warrant, unless executed, is void.

(g) An inspection pursuant to a warrant must not be made:

- (i) Between 7:00 p.m. of any day and 8:00 a.m. of the succeeding day, on Saturday or Sunday, or on any legal holiday, unless the owner or, if occupied, the tenant specifies a preference for inspection during such hours or on such a day;
- (ii) Without the presence of an owner or occupant over the age of eighteen years or a person designated by the owner or occupant unless specifically authorized by a judge upon a showing that the authority is reasonably necessary to effectuate the purpose of the search warrant; or
- (iii) By means of forcible entry, except that a judge may expressly authorize a forcible entry when:
 - (A) Facts are shown that are sufficient to create a reasonable suspicion of a violation of a state or local law or rule relating to municipal or county building, fire, safety, environmental, animal control, land use, plumbing, electrical, health, minimum housing, or zoning standards that, if the violation existed, would be an immediate threat to the health or safety of the tenant; or
 - (B) Facts are shown establishing that reasonable attempts to serve a previous warrant have been unsuccessful.

(h) Immediate execution of a warrant is prohibited, except when necessary to prevent loss of life or property.

(i) Any person who willfully refuses to permit inspection, obstructs inspection, or aids in the obstruction of an inspection of property authorized by warrant issued pursuant to this section is subject to remedial and punitive sanctions for contempt of court under chapter 7.21 RCW. Such conduct may also be subject to a civil penalty imposed by local ordinance that takes into consideration the facts and circumstances and the severity of the violation.

(5) The landlord may enter the dwelling unit without consent of the tenant in case of emergency or abandonment.

(6) The landlord shall not abuse the right of access or use it to harass the tenant, and shall provide notice before entry as provided in this subsection. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' written notice of

his or her intent to enter and shall enter only at reasonable times. The notice must state the exact time and date or dates of entry or specify a period of time during that date or dates in which the entry will occur, in which case the notice must specify the earliest and latest possible times of entry. The notice must also specify the telephone number to which the tenant may communicate any objection or request to reschedule the entry. The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit at a specified time where the landlord has given at least one day's notice of intent to enter to exhibit the dwelling unit to prospective or actual purchasers or tenants. A landlord shall not unreasonably interfere with a tenant's enjoyment of the rented dwelling unit by excessively exhibiting the dwelling unit.

(7) The landlord has no other right of access except by court order, arbitrator or by consent of the tenant.

(8) A landlord or tenant who continues to violate the rights of the tenant or landlord with respect to the duties imposed on the other as set forth in this section after being served with one written notification alleging in good faith violations of this section listing the date and time of the violation shall be liable for up to one hundred dollars for each violation after receipt of the notice. The prevailing landlord or tenant may recover costs of the suit or arbitration under this section, and may also recover reasonable attorneys' fees.

(9) Nothing in this section is intended to (a) abrogate or modify in any way any common law right or privilege or (b) affect the common law as it relates to a local municipality's right of entry under emergency or exigent circumstances.

RCW 59.18.150

Amended by 2011 c 132, § 9, eff. 7/22/2011.

Amended by 2010 c 148, § 3, eff. 6/10/2010.

2002 c 263 § 1. Prior: 1989 c 342 § 7; 1989 c 12 § 18; 1973 1st ex.s. c 207 § 15.

Emergency Entry Allowed without Notice:

What This Means: Yes, emergency entry without notice is allowed.

Legal Statute:

Current through the 2024 Regular Session

Section 59.18.150 - Landlord's right of entry-Purposes-Searches by fire officials-Searches by code enforcement officials for inspection purposes-Conditions

(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) Upon written notice of intent to seek a search warrant, when a tenant or landlord denies a fire official the right to search a dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the dwelling unit sought to be searched that criminal fire code violations exist in the dwelling unit, a court of competent jurisdiction shall issue a warrant allowing a search of the dwelling unit.

Upon written notice of intent to seek a search warrant, when a landlord denies a fire official the right to search the common areas of the rental building other than the dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the common area sought to be searched that a criminal fire code violation exists in those areas, a court of competent jurisdiction shall issue a warrant allowing a search of the common areas in which the violation is alleged.

The superior court and courts of limited jurisdiction organized under Titles 3, 35, and 35A RCW have jurisdiction to issue such search warrants. Evidence obtained pursuant to any such search may be used in a civil or administrative enforcement action.

(3) As used in this section:

(a) "Common areas" means a common area or those areas that contain electrical, plumbing, and mechanical equipment and facilities used for the operation of the rental building.

(b) "Fire official" means any fire official authorized to enforce the state or local fire code.

(4)

(a) A search warrant may be issued by a judge of a superior court or a court of limited jurisdiction under Titles 3, 35, and 35A RCW to a code enforcement official of the state or of any county, city, or other political subdivision for the purpose of allowing the inspection of any specified dwelling unit and premises to determine the presence of an unsafe building condition or a violation of any building regulation, statute, or ordinance.

(b) A search warrant must only be issued upon application of a designated officer or employee of a county or city prosecuting or regulatory authority supported by an affidavit or declaration made under oath or upon sworn testimony before the judge, establishing probable cause that a violation of a state or local law, regulation, or ordinance regarding rental housing exists and endangers the health or safety of the tenant or adjoining neighbors. In addition, the affidavit must contain a statement that consent to inspect has been sought from the owner and the tenant but could not be obtained because the owner or the tenant either refused or failed to respond within five days, or a statement setting forth facts or circumstances reasonably justifying the failure to seek such consent. A landlord may not take or threaten to take reprisals or retaliatory action as defined in RCW 59.18.240 against a tenant who gives consent to a code enforcement official of the state or of any county, city, or other political subdivision to inspect his

or her dwelling unit to determine the presence of an unsafe building condition or a violation of any building regulation, statute, or ordinance.

(c) In determining probable cause, the judge is not limited to evidence of specific knowledge, but may also consider any of the following:

(i) The age and general condition of the premises;

(ii) Previous violations or hazards found present in the premises;

(iii) The type of premises;

(iv) The purposes for which the premises are used; or

(v) The presence of hazards or violations in and the general condition of premises near the premises sought to be inspected.

(d) Before issuing an inspection warrant, the judge shall find that the applicant has:

(i) Provided written notice of the date, approximate time, and court in which the applicant will be seeking the warrant to the owner and, if the applicant reasonably believes the dwelling unit or rental property to be inspected is in the lawful possession of a tenant, to the tenant; and

(ii) posted a copy of the notice on the exterior of the dwelling unit or rental property to be inspected. The judge shall also allow the owner and any tenant who appears during consideration of the application for the warrant to defend against or in support of the issuance of the warrant.

(e) All warrants must include at least the following:

(i) The name of the agency and building official requesting the warrant and authorized to conduct an inspection pursuant to the warrant;

(ii) A reasonable description of the premises and items to be inspected; and

(iii) A brief description of the purposes of the inspection.

(f) An inspection warrant is effective for the time specified in the warrant, but not for a period of more than ten days unless it is extended or renewed by the judge who signed and issued the original warrant upon satisfying himself or herself that the extension or renewal is in the public interest. The inspection warrant must be executed and returned to the judge by whom it was issued within the time specified in the warrant or within the extended or renewed time. After the expiration of the time specified in the warrant, the warrant, unless executed, is void.

(g) An inspection pursuant to a warrant must not be made:

(i) Between 7:00 p.m. of any day and 8:00 a.m. of the succeeding day, on Saturday or Sunday, or on any legal holiday, unless the owner or, if occupied, the tenant specifies a preference for inspection during such hours or on such a day;

(ii) Without the presence of an owner or occupant over the age of eighteen years or a person designated by the owner or occupant unless specifically authorized by a judge upon a showing that the authority is reasonably necessary to effectuate the purpose of the search warrant; or

(iii) By means of forcible entry, except that a judge may expressly authorize a forcible entry when:

(A) Facts are shown that are sufficient to create a reasonable suspicion of a violation of a state or local law or rule relating to municipal or county building, fire, safety, environmental, animal control, land use, plumbing, electrical, health, minimum housing, or zoning standards that, if the violation existed, would be an immediate threat to the health or safety of the tenant; or

(B) Facts are shown establishing that reasonable attempts to serve a previous warrant have been unsuccessful.

(h) Immediate execution of a warrant is prohibited, except when necessary to prevent loss of life or property.

(i) Any person who willfully refuses to permit inspection, obstructs inspection, or aids in the obstruction of an inspection of property authorized by warrant issued pursuant to this section is subject to remedial and punitive sanctions for contempt of court under chapter 7.21 RCW. Such conduct may also be subject to a civil penalty imposed by local ordinance that takes into consideration the facts and circumstances and the severity of the violation.

(5) The landlord may enter the dwelling unit without consent of the tenant in case of emergency or abandonment.

(6) The landlord shall not abuse the right of access or use it to harass the tenant, and shall provide notice before entry as provided in this subsection. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' written notice of his or her intent to enter and shall enter only at reasonable times. The notice must state the exact time and date or dates of entry or specify a period of time during that date or dates in which the entry will occur, in which case the notice must specify the earliest and latest possible times of entry. The notice must also specify the telephone number to which the tenant may communicate any objection or request to reschedule the entry. The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit at a specified time where the landlord has given at least one day's notice of intent to enter to exhibit the dwelling unit to prospective or actual purchasers or tenants. A landlord shall not unreasonably interfere with a tenant's enjoyment of the rented dwelling unit by excessively exhibiting the dwelling unit.

(7) The landlord has no other right of access except by court order, arbitrator or by consent of the tenant.

(8) A landlord or tenant who continues to violate the rights of the tenant or landlord with respect to the duties imposed on the other as set forth in this section after being served with one written notification alleging in good faith violations of this section listing the date and time of the violation shall be liable for up to one hundred dollars for each violation after receipt of the notice. The prevailing landlord or tenant may recover costs of the suit or arbitration under this section, and may also recover reasonable attorneys' fees.

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: Landlords may enter to show the property but must give at least one day's notice.

Legal Statute:

(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) Upon written notice of intent to seek a search warrant, when a tenant or landlord denies a fire official the right to search a dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the dwelling unit sought to be searched that criminal fire code violations exist in the dwelling unit, a court of competent jurisdiction shall issue a warrant allowing a search of the dwelling unit.

Upon written notice of intent to seek a search warrant, when a landlord denies a fire official the right to search the common areas of the rental building other than the dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the common area sought to be searched that a criminal fire code violation exists in those areas, a court of competent jurisdiction shall issue a warrant allowing a search of the common areas in which the violation is alleged.

The superior court and courts of limited jurisdiction organized under Titles 3, 35, and 35A RCW have jurisdiction to issue such search warrants. Evidence obtained pursuant to any such search may be used in a civil or administrative enforcement action.

(3) As used in this section:

(a) "Common areas" means a common area or those areas that contain electrical, plumbing, and mechanical equipment and facilities used for the operation of the rental building.

(b) "Fire official" means any fire official authorized to enforce the state or local fire code.

(4) [Full detailed provisions about search warrants and inspections]

(5) The landlord may enter the dwelling unit without consent of the tenant in case of emergency or abandonment.

(6) The landlord shall not abuse the right of access or use it to harass the tenant, and shall provide notice before entry as provided in this subsection. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' written notice of his or her intent to enter and shall enter only at reasonable times. The notice must state the exact time and date or dates of entry or specify a period of time during that date or dates in which the entry will occur, in which case the notice must specify the earliest and latest possible times of entry. The notice must also specify the telephone number to which the tenant may communicate any objection or request to reschedule the entry. The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit at a specified time where the landlord has given at least one day's notice of intent to enter to exhibit the dwelling unit to prospective or actual purchasers or tenants. A landlord shall not unreasonably interfere with a tenant's enjoyment of the rented dwelling unit by excessively exhibiting the dwelling unit.

(7) The landlord has no other right of access except by court order, arbitrator or by consent of the tenant.

(8) A landlord or tenant who continues to violate the rights of the tenant or landlord with respect to the duties imposed on the other as set forth in this section after being served with one written notification alleging in good faith violations of this section listing the date and time of the violation shall be liable for up to one hundred dollars for each violation after receipt of the notice. The prevailing landlord or tenant may recover costs of the suit or arbitration under this section, and may also recover reasonable attorneys' fees.

(9) Nothing in this section is intended to (a) abrogate or modify in any way any common law right or privilege or (b) affect the common law as it relates to a local municipality's right of entry under emergency or exigent circumstances.

RCW 59.18.150

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Lockouts are not allowed.

Legal Statute:

(1) It is unlawful for the landlord to remove or exclude from the premises the tenant thereof except under a court order so authorizing. Any tenant so removed or excluded in violation of this section may recover possession of the property or terminate the rental agreement and, in either case, may recover the actual damages sustained. The prevailing party may recover the costs of suit or arbitration and reasonable attorneys' fees.

(2) It is unlawful for the tenant to hold over in the premises or exclude the landlord therefrom after the termination of the rental agreement except under a valid court order so authorizing. Any landlord so deprived of possession of premises in violation of this section may recover possession of the property and damages sustained by him or her, and the prevailing party may recover his or her costs of suit or arbitration and reasonable attorneys' fees subject to subsections (3) and (4) of this section.

(3) Where the court has entered a judgment in favor of the landlord restoring possession of the property to the landlord, the court may award reasonable attorneys' fees to the landlord; however, the court shall not award attorneys' fees in the following instances:

(a) If the judgment for possession is entered after the tenant failed to respond to a pleading or other notice requiring a response authorized under this chapter; or

(b) If the total amount of rent awarded in the judgment for rent is equal to or less than two months of the tenant's monthly contract rent or one thousand two hundred dollars, whichever is greater.

(4) If a tenant has filed a motion to stay a writ of restitution from execution, the court may only award attorneys' fees to the landlord if the tenant is permitted to be reinstated pursuant to RCW 59.18.410(3). Any attorneys' fees awarded shall be subject to repayment pursuant to RCW 59.18.410(3).

RCW 59.18.290

Amended by 2020 c 315, § 7, eff. 4/2/2020.

Amended by 2019 c 356, § 10, eff. 7/28/2019.

Amended by 2010 c 8, § 19028, eff. 6/10/2010.

1973 1st ex.s. c 207 § 29.

Effective date- 2020 c 315 §§ 5- 8: See note following RCW 59.18.410.

Findings-Intent- 2020 c 315: See note following RCW 59.18.057.

Intent- 2019 c 356: See note following RCW 59.12.030.

Utility Shut-offs Allowed:

What This Means: No, the landlord is obligated to pay actual damages plus \$100/day of disrupted service. They are also responsible for any court/attorney costs.

Legal Statute:

It shall be unlawful for a landlord to intentionally cause termination of any of his or her tenant's utility services, including water, heat, electricity, or gas, except for an interruption of utility services for a reasonable time in order to make necessary repairs. Any landlord who violates this section may be liable to such tenant for his or her actual damages sustained by him or her, and up to one hundred dollars for each day or part thereof the tenant is thereby deprived of any utility service, and the prevailing party may recover his or her costs of suit or arbitration and a reasonable attorney's fee. It shall be unlawful for a tenant to intentionally cause the loss of utility services provided by the landlord, including water, heat, electricity, or gas, excepting as resulting from the normal occupancy of the premises.

RCW 59.18.300

Amended by 2010 c 8, § 19029, eff. 6/10/2010. 1973 1st ex.s. c 207 § 30.

Electronic Notices Allowed:

What This Means: no

Legal Statute:

No content available

Quick Reference Guide



Key Washington Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Washington.

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Links To Statutes

- [Washington RCW §§ 59.18.060](#) – Landlord-Duties
- [Washington RCW §§ 59.18.130](#) – Duties of tenant
- [RCW §§ 59.18.280](#) – Moneys paid as deposit or security for performance by tenant-Statement and notice of basis for retention-Remedies for landlord's failure to make refund-Exception
- [Wash. Rev. Code § 59.18.270](#) – Moneys paid as deposit or security for performance by tenant-Deposit by landlord in trust account-Receipt-Remedies under foreclosure-Claims
- [Wash. Rev. Code § 59.18.285](#) – Nonrefundable fees not to be designated as deposit-Written rental agreement required-Remedies
- [Wash. Rev. Code § 59.18.260](#) – Moneys paid as deposit or security for performance by tenant-Written rental agreement to specify terms and conditions for retention by landlord-Written checklist required
- [Wash. Rev. Code § 59.18.063](#) – Landlord-Written receipts for payments made by tenant
- [Wash. Rev. Code § 62A.3-515](#) – Checks dishonored by nonacceptance or nonpayment; liability for interest; rate; collection costs and attorneys' fees; satisfaction of claim

- [Wash. Rev. Code § 59.18.115](#) – Substandard and dangerous conditions-Notice to landlord-Government certification-Escrow account
- [Wash. Rev. Code § 59.18.100](#) – Landlord’s failure to carry out duties-Repairs effected by tenant-Procedure-Deduction of cost from rent-Limitations
- [Wash. Rev. Code § 59.18.310](#) – Default in rent-Abandonment-Liability of tenant-Landlord’s remedies-Sale of tenant’s property by landlord, deceased tenant exception
- [Wash. Rev. Code § 59.04.030](#) – Tenancy for specified time-Termination
- [Wash. Rev. Code § 59.18.200\(1a-b\)](#) – [Effective 1/1/2028] Tenancy from month to month or for rental period-End of tenancy-Armed forces exception-Exclusion of children-Conversion to condominium-Demolition, substantial rehabilitation of the premises-Notice
- [Wash. Rev. Code § 59.04.050](#) – Tenancy by sufferance-Termination
- [Wash. Rev. Code § 59.12.030\(3\)](#) – Unlawful detainer defined
- [Wash. Rev. Code § 59.12.030\(4\)](#) – Unlawful detainer defined
- [Wash. Rev. Code § 59.12.030\(5\)](#) – Unlawful detainer defined
- [Wash. Rev. Code § 59.18.150\(6\)](#) – Landlord’s right of entry-Purposes-Searches by fire officials-Searches by code enforcement officials for inspection purposes-Conditions
- [Wash. Rev. Code § 59.18.150\(5\)](#) – Landlord’s right of entry-Purposes-Searches by fire officials-Searches by code enforcement officials for inspection purposes-Conditions
- [Wash. Rev. Code § 59.18.290](#) – Removal or exclusion of tenant from premises-Holding over or excluding landlord from premises after termination date-Attorneys’ fees
- [Wash. Rev. Code § 59.18.300](#) – Termination of tenant’s utility services-Tenant causing loss of landlord provided utility services
- [Wash. Rev. Code § 59.18.060](#) – Landlord-Duties
- [Wash. Rev. Code § 59.18.130](#) – Duties of tenant
- [Wash. Rev. Code § 59.18.065](#) – Landlord-Copy of written rental agreement to tenant

- [Wash. Rev. Code § 59.18.257](#) – Screening of prospective tenants-Notice to prospective tenant-Costs-Adverse action notice-Violation
- [Wash. Rev. Code § 59.18.575\(1b\)](#) – Victim protection-Notice to landlord-Termination of rental agreement-Procedures
- [Wash. Rev. Code § 59.18.575\(2-3\)](#) – Victim protection-Notice to landlord-Termination of rental agreement-Procedures
- [Wash. Rev. Code § 59.18.575\(4\)](#) – Victim protection-Notice to landlord-Termination of rental agreement-Procedures
- [Wash. Rev. Code § 59.18.580](#) – Victim protection-Limitation on tenant screening service provider disclosures and landlord’s rental decisions
- [Wash. Rev. Code § 59.18.240](#) – Reprisals or retaliatory actions by landlord-Prohibited
- [Wash. Rev. Code § 59.18.250](#) – Reprisals or retaliatory actions by landlord-Presumptions-Rebuttal-Costs
- [Wash. Rev. Code § 59.18.140](#) – Reasonable obligations or restrictions—Tenant’s duty to conform—Landlord’s duty to provide written notice in increase of rent