

Washington Rental Laws: A Complete Guide on Landlord-Tenant Laws

An in-depth guide on landlord-tenant laws for landlords and property managers in Washington brought to you by Rentec Direct, LLC.



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This educational guide is a summary of rental laws in Washington. This guide is researched and cited according to the Official State Statute in Washington, however, it is very important that every landlord and property manager review their state and local laws and speak with an attorney in their state for further guidance and clarification.

The Official State Statutes and other reputable municipal sources were used to research this information. **Resource links to the Official State of Washington Statutes in the Revised Code of Washington (RCW) on Landlord-Tenant Laws.**

Rental laws are amended and updated by state legislation. You are advised to speak with a local housing authority and licensed attorney that specializes in landlord-tenant laws in Washington for a detailed interpretation of the rental laws that affect you. This article is an educational reference and does not constitute legal advice.

Official State Resources for Landlord-Tenant Laws in Washington

- Revised Code of Washington RCW [§§ 59](#) – Landlord and Tenant
- Revised Code of [Washington RCW §§ 59.04](#) – Tenancies
- Revised Code of [Washington RCW §§ 59.18](#) – Residential Landlord-Tenant Act
- Revised Code of [Washington RCW §§ 59.18.060](#) – Official Duties of a Landlord
- Revised Code of [Washington RCW §§ 59.18.130](#) – Official Duties of a Tenant

Laws About Security Deposits

Max Security Deposit Amount: No state law. Check with your local city and county laws for maximum security deposit amounts.

Additional Move-In Fees: Landlords may charge a fee or deposit to hold or secure a unit for the prospective tenant. They cannot charge a fee to place a tenant on a waiting list. Once the tenant moves into the unit, the holding deposit must use the fee or deposit as a credit towards the first month's rent or the security deposit. ([RCW 59.18.253](#))

Security Deposit Refund Timeline: 21 days ([RCW 59.18.280](#))

Legal Use of Security Deposit Funds: A landlord must provide the tenant with written terms in which a security deposit may be withheld at the end of a lease. A landlord cannot collect a deposit unless the rental agreement is in writing and a written checklist of pre-existing conditions and damages of the property is provided to the tenant. If a tenant does not receive this checklist at the beginning of tenancy, he is entitled to a full security deposit refund. ([RCW 59.18.260](#))

Failure to Comply with Security Deposit Laws: If a landlord fails to refund a tenant within 21-days, the renter is entitled to the full security deposit refund. Additionally, at the discretion of the court, the landlord may have to award up to two-times the amount of deposit for the intentional refusal of the landlord to give the statement or refund due to the tenant. ([RCW 59.18.280](#))

Security Deposit Trust Account and Interest: The landlord must place a tenant's security deposit in a trust account and provide the tenant with a written receipt for the deposit and written notice of the name, address and location of the deposit trust account. A landlord is entitled to collect interest earned on a security deposit, unless otherwise stated in a lease agreement. ([RCW 59.18.270](#))

Additional WA Security Deposit Laws: Upon termination and vacation, a tenant must restore the premises to their initial condition except for reasonable wear and tear or conditions caused by failure of the landlord to comply with his or her obligations under this chapter. The tenant shall not be charged for normal cleaning if he or she has paid a nonrefundable cleaning fee. ([RCW 59.18.130\(10\)](#))

Laws About Rental Applications

Application Fees: A landlord can charge a prospective tenant an application fee to obtain a tenant screening report only if the prospective landlord provides the following information to a tenant:

- What types of information will be accessed to conduct the tenant screening
- What criteria may result in a denial of the application
- If a consumer report is used, the name and address of the consumer reporting agency and the prospective tenant's right to obtain a free copy of the consumer report in the event of a denial or other adverse action, and to dispute the accuracy of information appearing in the consumer report
- Whether or not the landlord will accept a comprehensive reusable tenant screening report made available to the landlord by a consumer reporting agency.

A landlord is allowed to charge his or her actual costs for obtaining background information. The amount charged may not exceed the customary costs charged by screening service in the general area. The landlord's costs can also include time spent collecting and reviewing background screening data. ([RCW 59.18.257](#))

Laws About Rent

Increases: A landlord may increase the rent after 30 days written notice has been provided for a month-to-month tenancy or after a lease term is complete. ([RCW 59.18.140](#))

Maximum charge: No official state statute, check your local laws.

Grace Period : No official state statute, check your local laws.

Late Fees : No official state statute, check your local laws.

Laws About the Lease

Lease Terms: Most lease agreements are month to month, but may be from period to period on which rent is payable.

Copy of Lease: Landlords must provide a copy of the lease to each tenant who signed the agreement. The tenant may request one free replacement copy during tenancy. ([RCW 59.18.065](#)).

Lease Violations: If a tenant violates a lease term or fails to meet state mandated tenant duties, the landlord may give the tenant written notice of noncompliance, and the tenant has 30 days to remedy the situation, unless the violation is grounds for immediate eviction. ([59.18.180](#))

Lease Termination:

- **Month-to-Month:** For month to month lease agreements, the lease shall be terminated with a written notice give 20 or more days before the last day of tenancy. This notice can be given by either party. ([RCW 59.18.200](#))
- **Term Leases (year-to-year):** A lease is considered over at the end of the lease term. Not notice is required by either party to end the lease agreement, unless otherwise stated in the rental agreement. ([RCW 59.18.210](#))

Termination Due to Failure to Make Repairs: If a tenant provides a landlord with official written notice about a violation of required landlord duties and the landlord does not remedy the situation in the required timeline, the tenant may terminate the rental agreement. For this type of termination, the tenant is entitled to a prorated refund of any prepaid rent and shall receive a written statement of any security deposits deductions.

([RCW 59.18.090](#))

Lease Termination by a Service Member: Any tenant who is a member of the armed forces may terminate his lease agreement with less than 20 days notice if he receives

reassignment or deployment orders that do not allow a twenty-day notice. If the tenant is on a term lease agreement, he can terminate tenancy. ([RCW 59.18.200](#))

Lease Termination in cases of domestic violence: Termination of Lease: A tenant is allowed to terminate a lease with proof of Domestic Violence status, however the request to terminate must happen within 90 days from the incident date. ([RCW 59.18.575\(1b\)](#))

Evictions: A landlord may immediately proceed to an unlawful detainer action (eviction) if the tenant is involved in drug-related activity on the premise or if the tenant is involved in gang-related activity. A landlord may evict a tenant if he fails to meet non-dangerous lease conditions and does not remedy the situation within the designated timeline after receiving official notice. ([59.18.180](#))

Changes to the Property: 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 one hundred twenty days before termination of the tenancy. ([RCW 59.18.200](#))

Unapproved Tenants/Guests: If a tenant is living in the property without permission of the owner or manager, the unapproved tenant shall be deemed a tenant by sufferance, and shall be liable to pay reasonable rent for the actual time he or she occupies the premise. He also must immediately vacate the property upon request by the owner. ([RCW 59.04.050](#))

Laws About Landlord Responsibilities

Notice for Entry: A landlord must give a tenant a 2 day advanced notice about an intent to enter a rental, except in the case of an emergency. The notice must include the specific time and date of planned entry, and give the tenant a contact number to dispute the entry. ([RCW 59.18.150\(6\)](#))

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. ([RCW 59.18.150\(1\)](#))

The landlord may enter the dwelling unit without consent of the tenant in case of emergency or abandonment. ([RCW 59.18.150\(5\)](#))

Implied Warranty of Habitability:

The landlord will at all times during the tenancy keep the premises fit for human habitation, and shall in particular:

- (1) Maintain the premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which the legislative body enacting the applicable code, statute, ordinance or regulation could enforce as to the premises rented if such condition endangers or impairs the health or safety of the tenant;
- (2) Maintain the structural components including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable;
- (3) Keep any shared or common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident;

- (4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant;
- 9) Maintain the dwelling unit in reasonably weathertight condition;
([RCW 59.18.060](#))

Required Amenities: Landlords must maintain all electrical, plumbing, heating, and other facilities and appliances supplied by him or her in reasonably good working order ([RCW 59.18.060](#)(8)).

Heat/Water Requirements: Landlords must provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant ([RCW 59.18.060](#)(11)).

Certificate of Inspection: Local municipalities may require that landlords provide a certificate of inspection. ([RCW 59.18.125](#))

Security and Locks: Landlords must provide adequate locks and gives keys to the tenants. Landlords must also safeguard any master key or duplicate keys to the residence. ([RCW 59.18.060](#)(6))

Retaliatory Actions by the Landlord: A landlord cannot retaliate against a tenant if the tenant makes any complaints or reports to an authority regarding a landlords failure to meet his landlord duties. Retaliatory actions include but are not limited too: evictions, increasing the rent, reduction of services to the tenant, and increasing the obligations of the tenant. ([RCW 59.18.240](#))

Laws About Property Maintenance and Repairs

Landlord Maintenance Responsibilities: Except where the condition is attributable to normal wear and tear, landlords must make repairs and arrangements necessary to put and keep the premises in as good condition as it by law or rental agreement should have been, at the commencement of the tenancy([RCW 59.18.060](#)(5)).

Require Maintenance Timeline: If a tenant submits an official written notice to the landlord for requested repair, a landlord must remedy the situation as soon as possible but no later than the following timelines (except where circumstances are beyond the landlord's control):

- 1) Not more than twenty-four hours, where the defective condition deprives the tenant of hot or cold water, heat, or electricity, or is imminently hazardous to life;
- (2) Not more than seventy-two hours, where the defective condition deprives the tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by the landlord; and
- (3) Not more than ten days in all other cases.

([RCW 59.18.070](#))

Tenant Maintenance Responsibilities: Tenants are required to:

- keep their permise clean and sanitary as possible, properly dispose of all garbage and waste;
- properly use and operate all electrical, gas, heating, plumbing, and appliances supplied by the landlord;
- Not intentionally damage or remove any structure or part of the property (including common areas and equipment);
- Not engage in drug-related activity at the rental premise;

- Maintain a smoke detection device;
- Not engage in any activity that endangers the physical safety of other persons on the premise, including assaulting another person or unlawful use of a firearm or deadly weapon;
- Not engage in gang-related activity
([RCW 59.18.130](#))

Tenant Caused Damage: If a tenant, tenant family member, guest or invitee, cause property damage that makes the property uninhabitable, the landlord is not responsible for repairing the damage. ([RCW 59.18.060](#))

Diminished Rental Value: If a landlord fails to remedy a defective property condition and the court or arbitrator determines the diminution in rental value, the landlord may receive a judgement for the rent paid in excess of the diminished rental value to make the funds available to the tenant. ([RCW 59.18.110](#))

Repair and Deduct: If a tenant provides official written notice about maintenance requests that fall under a landlord's legal responsibilities AND the landlord fails to remedy the situation, the tenant can deduct the repair cost from his rent. However, the deduction cannot be more than the equivalent of two months' rent in a 12-month period.

If the tenant is able to perform the repair himself, he cannot deduct a reasonable amount for the time/cost for repair from his rent, not exceed an amount equivalent to one month's rent. ([RCW 59.18.100](#))

Relocation Assistance: If a landlord fails to meet the required maintenance duties and knowingly rents the property but the property is declared condemned or unfit for occupancy, the landlord will be required to pay relocation assistance to the displaced tenants.

Relocation assistance shall be the greater amount of two thousand dollars per dwelling unit or three times the monthly rent. In addition to relocation assistance, the landlord

shall be required to pay to the displaced tenants the entire amount of any deposit prepaid by the tenant and all prepaid rent. It must be paid within 7 days of receiving notice from a government agency.

Landlords are not required to pay relocation assistance if the damage was caused by the tenant or a third party, is the result of a natural disaster, or if the property is acquired by eminent domain. ([RCW 59.18.085](#))

Right to Inspection of Dangerous Conditions: If the tenant is living in substandard or dangerous conditions, which after receiving proper written notice of the conditions and the landlords fails to remedy, the tenant is entitled to request an official inspection by the local government, for the purposes of deciding if the tenant can receive a refund of all rent paid while living in dangerous conditions. ([RCW 59.18.115](#))

Legal Disclosure Requirements

Ownership: Landlords must give the tenant the name and address of the person who is the landlord. You can do this by providing the information in the rental agreement or posting it in a conspicuous place on the premise. Tenant will notified immediately if there is any change to the ownership status. ([RCW 59.18.060\(15\)](#))

Agents: If the rental owner lives out of state, they shall designate a person who lives in the county who is authorized to act as an agent of the owner for the purpose of service notices and process. If no person is designated, then the person whom the rental payments are addressed to shall be considered the agent. (([RCW 59.18.060\(5\)](#))).

Mold: Landlords must give tenants information provided by the department of health about the health hazards associated with exposure to indoor mold and how tenants can control mold growth in their homes. The information can be given to each tenant or posted in a visible, public location on the property. ([RCW 59.18.060 \(13\)](#))

Lead Paint: Federal Law requires all landlords to include a “Lead Warning Statement” in their lease for buildings built before 1978 about lead-based paint and/or potential hazards. Additionally, landlords are required to provide renters with an EPA-approved information pamphlet about lead-based paint and lead-based paint hazards. ([Residential Lead-Based Paint Hazard Reduction Act, Title X](#))

Exemptions

The state of Washington has special laws for people who live in:

- Subsidized housing programs
- Mobile home parks where the landlord does not own the mobile home and
- Employer-provided housing.

The rental housing laws outlined in this guide may not apply to you if you live in the above type of housing.

Resources

[Your Rights as a Tenant in Washington State handbook](#)

EPA Approved [Lead Disclosure Information on Lead-Based Paint/Hazards – SAMPLE](#)

[Section 8 Housing Guide](#)

Laws governing rental properties, landlords and tenants are primarily found in the official code of Washington, the Revised Code of Washington (RCW).

Washington statutes are found in one of three published codes. The official code for the State of Washington is the [Revised Code of Washington](#) (RCW) published by the [Statute Law Committee](#) and the [Code Reviser](#). There are two codes published by private vendors: West's Revised Code of Washington Annotated (RCWA) and Annotated Revised Code of Washington (ARCW) published by LexisNexis.

This summary of landlord-tenant laws is provided to you by Rentec Direct, LLC and is thought to be true and accurate at the time of publication. It not intended to be used as legal advice for your particular problem. Please note that changes may occur and this publication may not reflect the most recent updates to the law.

Please consult an attorney familiar with landlord-tenant law in your state for any legal advice.