

Tenant Rights and Responsibilities Discussion Card Answers

1	What is the most important responsibility of a tenant?	You must pay the rent no matter what because you signed a legal document, the lease, agreeing that you would pay the rent every month. This is the most important responsibility of a tenant.
2	How clean does your place have to be? Can the landlord inspect your place and ask you to clean it?	The landlord can do regular inspections. She can ask you to clean your house if it's a health and safety hazard.
3	Which of these can you do in your rental or on the property? <ul style="list-style-type: none"> ✓ Paint your bedroom. ✓ Have a yard sale. ✓ Change the oil in your car. ✓ Hang heavy pictures on the walls. 	The landlord can limit or prohibit each of these and more. The lease should state all of the things you can and can't do in the apartment. It's a good idea to get permission before doing personal projects on the common property.
4	You have insects in your place. What do you do and who pays for it?	If you brought them in, you are responsible for them. The unit should be free of "critters" when you move in.
5	Your brother, who is temporarily staying with you, is using your home phone and your place to arrange drug deals. Are you responsible in any way?	You are responsible to make sure that there is no illegal activity going on in the place you rent.
6	Which of these repairs are you responsible for? <ul style="list-style-type: none"> ✓ A window breaks due to an "indoor football" game. ✓ A bird flies into your glass screen door and cracks it. ✓ You trip on the stairs, fall against the railing, and break it. 	Damages you cause are your responsibility to repair with the landlord's approval. YES. Indoor football game PROBABLY NOT. Glass screen door MAYBE. Railing on the stairs (it could be the landlord's responsibility if the railing is not up to code or needs repairs in the first place.)
7	When does the tenant pay the landlord's attorney fees and court costs?	Usually when the landlord wins a court case against the tenant, the tenant pays the attorney's fees and court costs (evictions, judgments, lawsuits, etc). However, only a judge can decide who pays. The tenant should have the paperwork from the courts for this.
8	What happens if you don't keep the smoke detector/CO2 detector connected and in working order?	The landlord is responsible for providing a working smoke/CO2 detector. The tenants are responsible for keeping them in working order. If there is a fire or incident, the tenant can be responsible for damages and can also be levied a fine from the fire department.
9	Which of these can the landlord tell you to do? <ul style="list-style-type: none"> ✓ Get renters insurance. ✓ Don't put political posters in the window. ✓ Park in a certain place. ✓ No smoking of any kind on the property, including medical marijuana. 	The landlord can do all of these. Usually, landlords don't require renter's insurance but they highly recommend it. Landlords can prohibit smoking of any kind on the property, even medical marijuana. Whatever the rule is, the landlord must enforce it consistently with all tenants.

10	Can the tenant change the locks in a unit/house? Does the landlord have to have a key?	The tenants can change the locks only with the landlord's permission. In most cases, the landlord will want to change the locks. Yes, the landlord must have a key.
11	When does the landlord have to change the locks of a unit/house?	The landlord must change the locks at the request of tenants when there's a restraining order against someone who has access to the place OR when the tenants feel unsafe because someone has access to the keys to their place (due to break-in or theft). The tenant usually pays for it.
12	Which appliances can tenants expect to have when they move into an apartment or house? Who is responsible for their repair?	By law, the landlord must only supply appliances that provide hot and cold running water, electrical, and plumbing. However, the appliances that are in the apartment when tenants agree to lease are the ones that they can reasonably assume will be there for their use. The landlord is responsible for their repair and replacement.
13	True or False <ul style="list-style-type: none"> ✓ The landlord doesn't have to give your 24/7 contact information if s/he lives out of state. ✓ The landlord doesn't have to give you a receipt for payments. ✓ The landlord should replace batteries in the smoke detector. 	FALSE. Even if the landlord lives far away, he/she must provide a 24/7 emergency contact. FALSE. The landlord is required to give a receipt for both the deposit, and any cash payments, the landlord does not have to give receipts for debit/credit card payments unless the tenant asks for them. FALSE. Although many landlords do change the batteries, it's legally the responsibility of the tenants.
14	How long does the landlord have to fix things that are broken?	There are time limits when the landlord must address the problem (not necessarily fix it). <ul style="list-style-type: none"> ✓ 24 hours for no electricity; no hot or cold water. ✓ 72 hours for appliances and plumbing. ✓ 10 days for everything else.
15	What do you do if the landlord doesn't make repairs?	If the landlord doesn't make repairs contact Washington Law Help. No matter what you must pay your rent.
16	How do you get your deposit back after you move out? When do you get it back after you move out?	<ul style="list-style-type: none"> ✓ The lease must say how you get your deposit back. Usually it says that the place must be in the same condition as when you moved in. Since "clean" is a matter of opinion, it's a good idea to agree on a cleaning checklist. ✓ The landlord has 14 days to return the deposit or tell you in writing why you are not getting it back.

17	<p>The Condition Report/Checklist</p> <ul style="list-style-type: none"> ✓ Does the landlord have to do one? ✓ Can the landlord give it to you to fill out and return? ✓ What happens if you find something wrong after you sign the report? 	<ul style="list-style-type: none"> ✓ Landlords must do a condition report/checklist if they charge a deposit. However, they do not have to do an exit report but it's a good idea to ask for one so that you know if you're getting your deposit back. ✓ The landlord should do the condition report with you. Take pictures or a video. The pictures and video cannot take the place of a written report. ✓ If you move in and find something wrong, you have 7 days to make changes to the condition report. Contact the landlord in writing.
18	<p>How much notice must a landlord give you before coming into your place?</p> <p>When can a landlord just walk in?</p>	<p>The landlord must give 48 hours written notice before entering the premises. Its 24 hours written notice if the place is for sale and is being show. If there's an emergency, the landlord does not need to give notice. If you request repairs, the landlord doesn't have to give you notice before entering to make the repairs.</p>
19	<p>What can the landlord do and not do if you don't pay your rent?</p>	<p>The only thing a landlord can do is take you to court and evict you. They can't take your stuff, shut off your utilities, or harass you.</p>
20	<p>What can you do if you believe the landlord has treated you unlawfully?</p>	<p>Know your rights regarding Fair Housing and Discrimination. Contact Washington Law Help.</p>
21	<p>What do you do if you have a "problem" landlord?</p>	<p>Be the best tenant possible, ensuring that you pay your rent on time, and attempt to communicate your needs clearly. Document <u>everything!</u> Write it down, keep a record. Take pictures of things that need repair, write down and track phone conversations and other forms of communication with the landlord. Bring a friend who does not live with you as a witness.</p>
22	<p>If you are temporarily disabled because of an accident or illness, must the landlord provide or allow you an accommodation? (Bars or ramps; special parking place; allow you to move; etc.)</p>	<p>YES. Even if you're temporarily disabled, the landlord must provide <u>reasonable</u> accommodations. You cannot be charged extra fees, deposits, or rent. You may have to pay for the modifications (bars, ramps, etc.) and do repairs to return the area to its original condition. <u>Rule of Thumb</u>: <i>you are entitled to the same quality of life as others in the building.</i></p>
23	<p>What is the difference between reasonable accommodation and modification?</p>	<p>A reasonable accommodation regards a change to a rule or policy. This is the responsibility of the landlord, and must be met in order to allow the tenant general access.</p> <p>A reasonable modification regards a change in structure. This is the financial responsibility of the tenant, and goes above and beyond the basic requirements of a landlord.</p>

24	<p>Which of the following can a landlord do?</p> <ul style="list-style-type: none"> ✓ Charge a deposit or fee for a comfort/therapy animal. ✓ Make you pay for a ramp up the steps for your walker. ✓ Refuse to let you have an unusual assistance animal like an iguana or a boa constrictor. 	<ul style="list-style-type: none"> ✓ According to Fair Housing laws, any animal can be a therapy/comfort animal and the landlord must allow that animal into housing when the tenant has a letter of verification from a medical professional. The tenant cannot be charged a deposit, fee, or extra rent for having that animal. ✓ The tenant can be asked to pay for the modifications to the structure. ✓ ANY animal can be a therapy/comfort animal in housing. <p>NOTE: <i>The American Disabilities Act, which covers service animals outside of housing has different rules.</i></p>
25	<p>What must a landlord take into consideration when regarding renters with a criminal history?</p>	<p>The age of the person when the crime was committed.</p> <p>The amount of time that has passed since the crime.</p> <p>The facts or circumstance around the crime.</p> <p>Evidence that the person has been a good tenant before/after the crime.</p> <p>Evidence of rehabilitation.</p>
26	<p>Do you have an eviction on your record if...</p> <ul style="list-style-type: none"> ✓ You receive a 14 day “pay or vacate” notice? ✓ You move out the day after receiving a “pay or vacate” notice? ✓ You go to court and win your case against the landlord who refused to accept your rent? 	<p>NO. The first 14 day “pay or vacate” notice is only the landlord’s intent to evict.</p> <p>NO. If you move out within the 14 days, you do not have an eviction on your record because the landlord must file the eviction in court. They can’t evict you from a place that you’ve already left. However, they can take you to court for the money you owe the landlord.</p> <p>NO. You do not have an eviction on your record. However, the record will show that you went to eviction court and it’s up to you to show the results of that hearing.</p>
27	<p>Evictions</p> <ul style="list-style-type: none"> ✓ Can the landlord evict you if you are always late with your rent? ✓ What happens if you don’t show up for eviction court? ✓ If you are evicted, does the landlord have to keep your stuff for you? ✓ How do you get an eviction off your record? 	<ul style="list-style-type: none"> ✓ Yes, if you receive more than 3 eviction notices in a year, you can be evicted. (Even if you paid the rent within the stated time.) ✓ The landlord gets whatever they ask for if you aren’t there to defend yourself in court. ✓ The landlord does not have to keep your stuff. However, the writ of restitution served by the sheriff has a form on the back where you can request that the landlord move and store your stuff up to 30 days. You pay for the moving and storing. ✓ Some people can get an Order of Limited Dissemination which is a court

		order signed by a judge that limits the use of an eviction record.
28	What is an order of dissemination? When would it be helpful to have?	<p>An order of dissemination is a court order signed by a judge that limits an eviction record's use by a tenant screening company.</p> <p>This order is helpful for individuals who have an "unlawful detainer action" filed against them. This order helps prove that the individual has dealt with their previous eviction.</p>
29	What steps should you take before contacting a lawyer?	<p>Before contacting a lawyer:</p> <ol style="list-style-type: none"> 1. Write out a timeline of events 2. Gather all relevant documents 3. Call for intake and find out if you are eligible to receive legal aid.
30	<p>Renters Insurance</p> <p>What does renters insurance cover?</p> <p>How much is renters insurance?</p>	<ol style="list-style-type: none"> 1. Generally, it covers your stuff if it's stolen or destroyed. 2. If there's a fire and you can't live in your place, it could pay for you to temporarily live elsewhere. 3. It could cover the medical costs of guests who hurt themselves in your place. 4. It could cover you against lawsuits no matter where you are. <p>Renters insurance is about \$10-\$20 a month depending on the amount of coverage and the insurance company.</p>