

Tenant Rights and Responsibilities



A key phrase to remember when talking about renting a home is *mutual responsibility*. This means that both you and your landlord will expect a lot from one another, and it is important that you are aware of both your rights as a renter and your responsibilities as a tenant. Even if you are unhappy with your current housing situation, keeping up with your responsibilities and working on a good relationship with your landlord will leave you with a better rental history and a better chance at improving your housing situation.

While completing the Tenant Rights & Responsibilities Section of this course, you will learn about...

- Responsibilities of Tenants
- Responsibilities of Landlords
- Deposits, the Condition Report, and Repairs
- Reasonable Accommodations or Modifications
- Service Animals and Comfort Animals
- Fair Housing: Protected Classes
- Fair Housing: Criminal History
- Evictions and Terminations: What are they?
- What to Do with an Eviction
- Landlord-Tenant Law
- Renters Insurance
- Resources and Helpful Websites



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The information contained in The Road to Renting curriculum is intended for general informational purposes only and does not constitute legal advice. The law is constantly changing and information in this packet cannot be relied upon to be completely accurate in your personal situation. Refer to local community resources to seek out advice and assistance to address your needs.

Tenant Rights and Responsibilities

You probably already know a lot about tenants and landlords. Write your thoughts here.

What are the responsibilities of a Tenant?

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What are the responsibilities of a Landlord?

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Now see how your thoughts match up with the law.

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Tenant Responsibilities

What are your responsibilities as a tenant? The law gives some of the responsibilities. Additional responsibilities are in the lease. The tenants are responsible for everything written in the Landlord Tenant Law, even if it's not in the lease. The lease is a legal contract with the landlord so read it carefully.

- | | |
|--|----------------------|
| 1. Pay your rent on time. | RCW 59.18.080 |
| 2. Pay your portion of the utilities on time. | RCW 59.18.080 |
| 3. Keep the apartment/house clean. | RCW 59.18.130(1) |
| 4. Take out the garbage regularly | RCW 59.18. 130(2) |
| 5. Use all appliances, plumbing, and heating systems in the proper way. | RCW 59.18. 130(3) |
| 6. Return everything to its original condition when you move out—except for normal wear and tear. | RCW 59.18. 130(10) |
| 7. Pay to get rid of insects like fleas, bedbugs, ants if you find them after you've lived in the unit awhile. | RCW 59.18. 130(2) |
| 8. Be sure that there is no gang activity or illegal drug use. | RCW 59.18. 130(6)(9) |
| 9. Prevent any damage to the property by yourself or by anyone who visits. | RCW 59.18. 130(4) |
| 10. Pay the landlord's attorney's fees and court costs if you sue and lose. | RCW 59.18. 230 |
| 11. Make sure that the smoke and CO2 detectors are working. | RCW 59.18. 130(7) |
| 12. Make sure everyone who lives in your unit and who comes to visit is safe. | RCW 59.18. 130(8) |

The landlord can also put other rules and restrictions in the lease. (RCW 59.18.140) Since the lease is a legal contract, the tenants must also follow them.

Here are some examples of rules that the landlord can include in the lease.

13. Follow all the rules about noise, parking, smoking, and pets.
14. Sign up to use the laundry room and be sure it is clean when you leave.
15. Do not put posters, advertisements, or election flyers in the windows.
16. Do not barbecue with gas or charcoal.
17. Do not annoy or disturb the peace and solitude of neighbors.

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Landlord Responsibilities

Now look at the Landlord Responsibilities. Most of these can be found in RCW 59.18.060, the Washington State Residential Landlord-Tenant Act.

1. Keep the apartment/house in good condition so that the tenants' health and safety are not at risk.
2. Keep shared or common areas reasonably clean and safe.
3. Fix damage to the chimney, roof, floors, or any other parts of the structure.
4. Make a good attempt to get rid of any insect, rodent, or other pest problems, except when the tenants cause the problem.
5. Make repairs when something breaks into the house.
6. Provide good locks for the house and give the tenants keys for these locks.
7. Replace a lock when tenants request it, when they have a restraining order against someone, or if they don't feel safe because someone has a key to their place. The tenant must pay for it. (RCW 59.18.575)
8. Provide the fixtures and appliances necessary to supply heat, electricity, and hot and cold water.
9. Provide smoke detectors and carbon monoxide alarms and make sure they work when tenants move in. (Tenants are responsible for buying new batteries and maintaining them.) In addition, give tenants written information about fire safety and protection.
10. Give tenants information about the health hazards of mold and how to control mold growth in their units.
11. Fix electrical, plumbing, and heating systems if they break.
12. Fix appliances that come with the rental.
13. Make repairs necessary to make sure the house is weather-tight.
14. Give the tenants the name, address and 24/7 contact information of the landlord or the landlord's manager/agent.
15. Give tenants a receipt for all cash rent payments, providing receipts for other forms of payment at the tenant's request.
16. If more than one family lives in a house or apartment building, the landlord must provide garbage cans and arrange for the trash (and sometimes the recycling) to be picked up.

Find more information at <http://www.washingtonlawhelp.org/>

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Landlord Responsibilities

Q How long does the landlord have to fix things that are broken?
(RCW 59.18.070(1)(2)(3))

A If a tenant submits a written request for repairs, the landlord must address the problem within a reasonable period of time.

- ◆ 24 hours for no hot or cold water or no electricity.
- ◆ 72 hours for appliance or plumbing problems.
- ◆ 10 days for anything else.

Q Can the landlord keep my deposit? How do I get it back?
(RCW 59.18.280)
(RCW 59.18.260)

A Your lease must state how you get your deposit back. The landlord has 30 days to return it or tell you in writing why you're not getting it back.

- ◆ Deposits can only be used for damages to the unit, not for normal wear and tear.
- ◆ Non-refundable fees must also be in the lease. It must state that the fee will not be returned and what it will be used for.

Q What is a condition report, and do I have to have one?
(RCW 59.18.260)

A A condition report or checklist shows the condition of the unit before you move in. It tells the landlord what damages are already there so that you don't get charged when you move out.

- ◆ You have 7 days to make changes to the condition report after you sign it and move in.
- ◆ A landlord can't charge you a deposit unless you do a condition report.

Q Can the landlord walk into my place anytime?
(RCW 59.18.150)
(RCW 59.18.310)

A NO. The landlord must give you 48 hours written notice before they can enter your unit or house.

- ◆ You can't refuse the landlord's entry to your unit to repair, improve or service it.
- ◆ In case of an emergency or if you abandon your unit, the landlord can enter without notice.

No matter what the landlord does or doesn't do, you must pay your rent, or you can be evicted. Even if the landlord does not make repairs, or doesn't follow the law, you must pay your rent.

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Landlord Responsibilities

Q Can the landlord take my property?

A YES
When?

A NO

What can I do if the landlord takes my stuff?

A 1. Write a letter to the landlord asking that the property be returned. Be sure to put a date on the letter and say that you have not abandoned the place. Keep a copy of all communication with your landlord.

2. Take a friend (not someone living with you) when you deliver the letter to the landlord. Make note of the date. OR Send the letter through certified mail and request a return receipt so you know when the landlord received it.

3. *In some situations*, if the landlord doesn't return your stuff after receiving the letter, you can report your items stolen. You can also call a lawyer.

A If you have not paid the rent AND if you have abandoned the property, the landlord can take your property, store it for a period of time, then sell it or dispose of it. You will not get it back.

OR

If the sheriff shows up and evicts you, the landlord can move your property to the nearest public place (like the sidewalk). You will not get your personal items back if you aren't present.



Q Can a landlord rent property that is condemned or has a lot of code violations? (RCW 59.18.085 (2))

A NO
What can I do?

A If your rental property has code violations such as missing doors or windows, holes in the roof or ceiling, or sagging front steps, contact Code Enforcement or the Building Department in your city or town.

For additional information on what to do, go to
<http://www.washingtonlawhelp.org/issues/housing/tenants-rights>.

HOWEVER

No matter what the landlord does or doesn't do, you must pay your rent, or you can be evicted. You cannot withhold rent.

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Landlord Responsibilities

Q If I don't pay my rent can my landlord...

- ◆ Physically force me to leave? (RCW 59.18.375)
- ◆ Change my locks without telling me? (RCW 59.18.290)
- ◆ Shut off my utilities? (RCW 59.18.300)



A NO



But you must pay your rent no matter what the landlord does or doesn't do.

Q I reported my landlord to a government agency, and they are under investigation, can they raise my rent or evict me? (RCW 59.18.240)



A NO

If you believe that a landlord has treated you in an unlawful way, contact:
Northwest Justice Project
(CLEAR Intake Line) 800-201-1014 <https://www.nwjustice.org/>

SO, WHAT DO I DO IF I HAVE A “PROBLEM” LANDLORD?

1. Be the best tenant you can be.
 - Pay your rent on time
 - Communicate clearly with the landlord. Ask lots of questions about the landlord's expectation and talk about yours as well.
2. Document everything. Write it down. Keep a renting journal of the good and the bad. Record *Who, What, Where, When*.
 - Take pictures of things that need repair. Make all requests in writing. Keep track of when the work was finished.
 - Write down times and dates of all phone conversations with the landlord. Keep all texts and emails until you've moved out and received your deposit.
 - When talking to the landlord about a disputed issue, bring along a friend who does not live with you. Summarize the conversation in an email to the landlord. Date everything.



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Tenant Rights

Reasonable Accommodations or Modifications

Individuals who have special needs for their housing because of an *identified disability* have the right to request "reasonable accommodations or modifications" to their housing, to make it more livable for them. These are requests for a change in the policies, rules, or structure of the housing.

Reasonable Accommodation Examples

- ◆ Provide rental forms in large print
- ◆ Provide a reserved accessible parking space
- ◆ Allow a service animal in a "no pets" building
- ◆ Permit a move to the first floor if there is a mobility problem getting to the upper floors

Reasonable Modification Examples

- ◆ Widen a doorway for a wheelchair
- ◆ Install grab bars in a bathroom
- ◆ Add a ramp and handrails to a primary entrance. Change a common area walkway to make it accessible

WHO PAYS FOR THE ACCOMMODATIONS OR MODIFICATIONS?

Accommodations

The landlord must make sure that tenants with disabilities have general access to the building. This means that they must pay for accommodation costs that do not amount to undue financial and administrative problems.

Modifications

The resident/tenant most often must pay for changes to the structure of the property. They may also have to pay to return the property to its original condition. However, if the housing providers (landlord) receive federal money, they usually pay unless there is financial or administrative hardship.

Q How do I verify my disability?

A You can show the landlord proof that you receive social security disability income.

A A medical professional or a professional from a non-medical service agency can verify your disability.

Q Can my Landlord ask me questions about my disability?

A In most cases, the landlord can't ask you what your disability is or how serious it is.

A The landlord can ask you to show proof that you have a disability if the disability is not obvious or known to him/her.

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Service Animals

A Word About Service Animals

...because there is a lot of confusion about what is allowed in housing and what is allowed in public

Fair Housing Act

This law covers people with disabilities in housing.

- ◆ The person with a disability who is requesting the assistance animal must show a disability-related need for the animal.
- ◆ A landlord may request medical documentation that a tenant has a qualifying disability under the Fair Housing Act but cannot ask for specific details surrounding a tenant's disability.
- ◆ Housing providers must allow any type of "assistance animal," a term which includes service animals as well as comfort animals or emotional support animals.
- ◆ The animal is not required to be trained, or to be in training, to serve as an assistance animal.

Americans with Disabilities Act (ADA)

This law covers people with disabilities who are out in places with the general public.

- ◆ A service animal must be a dog that is individually trained to do work or perform tasks to help someone with a disability. In some cases, a miniature horse can be allowed as a service animal.
- ◆ Medical documentation may be requested to show that a service animal is necessary.
- ◆ Comfort animals do not have rights under the ADA. For example, businesses do not have to admit a comfort animal if there is a "no pets" policy, as under the ADA these animals are considered "pets."
- ◆ A program or facility can allow a service animal-in-training access, but it is under no legal obligation to do so.



LANDLORDS CANNOT REQUIRE THAT TENANTS WITH DISABILITIES PAY EXTRA FEES OR DEPOSITS WHEN ASKING FOR AN ACCOMMODATION OR MODIFICATION. THIS INCLUDES ASSISTANCE ANIMALS, EMOTIONAL SUPPORT ANIMALS AND SERVICE ANIMALS. TENANTS ARE RESPONSIBLE FOR THE BEHAVIOR AND DAMAGES DONE BY THEIR ANIMAL.

Q Can my landlord require that my assistance or service animal be licensed?

A If the city or county where you live requires animal licensing, then the landlord can require it. Most places have licensing requirements.

Q Can I have more than one assistance or service animal?

A If you need an assistance or service animal for more than one disability or for more than one purpose, then you can have more than one animal. You will need to provide verification for each assistance or service animal that you have.

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Fair Housing

WHAT IS FAIR HOUSING?

Fair Housing is the right of all people to be free from discrimination in their housing.

WHAT IS DISCRIMINATION?

Discrimination is treating someone differently because they belong to a *protected class* of people.

What are the protected classes of people?

All fair housing laws protect people based on:

- ◆ Sex
- ◆ Race
- ◆ Color
- ◆ Disability
- ◆ National Origin
- ◆ Religion/Creed
- ◆ Family Status: Having 1 or more children under 18 years of age

Washington State has additional protected classes:

- ◆ Sexual Orientation
- ◆ Gender Identity
- ◆ Immigration/Refugee Status
- ◆ Marital Status
- ◆ Veteran Status

Some counties and cities in Washington have more protected classes. For example:

- ◆ Ancestry
- ◆ Age
- ◆ Section 8
- ◆ Political Beliefs

WHAT ARE SOME ACTIONS THAT THE LANDLORD CANNOT DO?



- Refuse to rent to you if you have a family or a disability
- Charge you more rent because you're in a protected class
- Give you a lease with different conditions than other leases
- Give you special/different privileges
- Tell you a rental is not available when it really is

Evict you based on reasons of discrimination. (For example, because you have a disability; you belong to a minority, ethnic or religious group; or because you are LGBT.)



Show you homes only in certain neighborhoods.



Refuse to make reasonable accommodation because of a disability.



Unfair Landlord



Harass, coerce, intimidate, or interfere with you if you speak out or work toward fair housing for yourself or others.

Advertising in a way that shows a preference, limitation, or discrimination of a protected class. (For example: "No Christians" or "Adults Only")



Criminal Conviction History

WHAT ABOUT SOMEONE WITH A CRIMINAL CONVICTION HISTORY?

People with criminal conviction histories are not in a protected class so they can be refused housing. However, HUD has guidelines for landlords. The guidelines say that in order to deny someone housing, landlords need to have a policy that considers the kind of criminal activity and its seriousness. *(At present, these guidelines apply only to HUD housing.)*



What does the landlord have to consider when making a policy about accepting tenants with criminal conviction histories?

The landlord must take into account:

- The age of the person when the crime was committed
- The amount of time that has passed since the crime occurred
- The facts or circumstance surrounding the crime
- Evidence that the person has been a good tenant before or after the crime
- Evidence of rehabilitation such as drug/alcohol treatment, counseling, classes, and ongoing support meetings.



Are there some crimes that are more serious than others? Crimes where the landlord can just say “no?”

Yes, the landlord can say “no” to people who have sex offense convictions, and those who have been convicted of drug manufacturing or distribution.



What about those who have been arrested and charged with a crime. Can a landlord refuse them?

No, a landlord must look at only the convictions. Even then, if someone has a conviction for drug possession, for example, the landlord can't say no without considering the guidelines of the rental policy.

Landlords often charge twice the deposit or more to people with criminal histories

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Landlord/Tenant Responsibilities Eviction Terms

An eviction is the legal process to remove someone from their unit, perhaps because of non-payment of rent or failure to comply with the lease conditions, but there are various other reasons. An eviction can make it difficult to get housing in the future and if you are in low-income housing or on a voucher, it can become even more complicated.

14 Day Pay or Vacate: If a tenant is a day late in rent, the landlord can give a 14-day notice to pay or vacate. This means you need to pay rent or move out within 14 days in order to avoid an eviction. The landlord must try to serve the papers in person, but after three due diligence attempts, the landlord can tape the notice to the door. This is why it is important to respond to any notices you may receive, regardless of how they are posted.

10 Day Comply or Vacate: A notice for the tenant to comply with the terms of the lease, other than payment of rent. For example, if you have a cat when there is a “no pets” rule; or if someone not on the lease has moved in. The tenant has 10 days to make sure they are in compliance with the lease terms. If tenant complies within 10 days, there should not be any basis for eviction. It is a good idea to send your LL written response that you have complied. If the tenant does not comply, the landlord could move forward with an eviction.

3 Day Waste or Nuisance: A notice form to vacate the premises because of acts that directly endanger the health/well-being of the other residents of the property. For example: illegal criminal activities. The tenant has 3 days to fully vacate the unit. If tenant does not vacate, landlord can move forward with an eviction.

Unlawful Detainer: This is the legal term for an eviction.

Summons and Complaint: Summons means you are required to go to court. Complaint means they are listing their complaints against you. On this notice, there should also be a court date and a response date and time. The tenant usually has 7 days to respond. If you do not respond you will automatically lose the case.

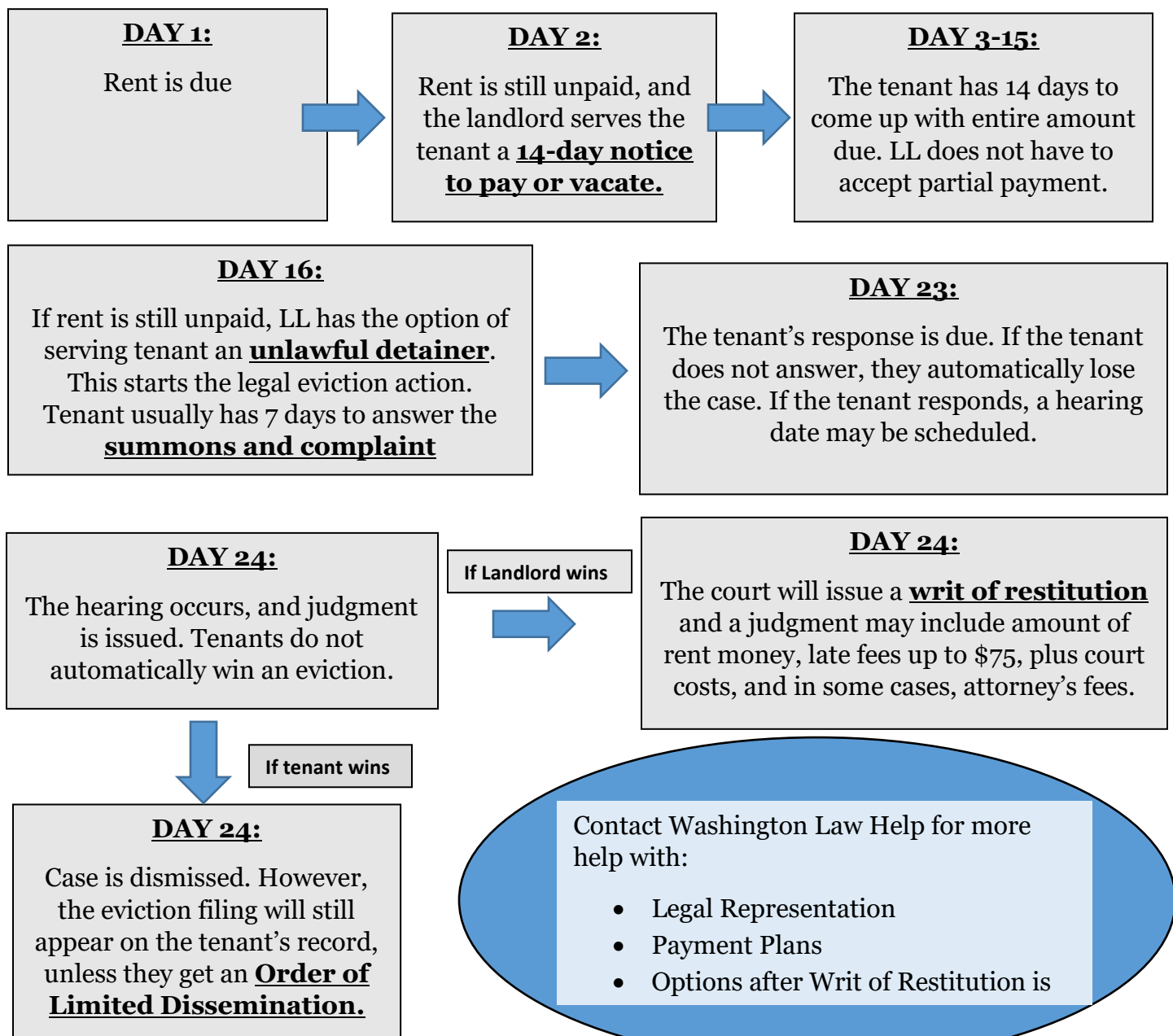
Writ of Restitution: A document that authorizes the County Sheriff’s Office to schedule an eviction of the tenant. An eviction cannot be given without being scheduled with the County Sheriff. The Sheriff must be present during the eviction.

Order of Limited Dissemination: This order stops tenant screening agencies from showing a prior eviction or using a prior eviction when calculating a rental score. A tenant can make a written request for this order. The judge gets to decide whether or not to grant the order.

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Landlord/Tenant Responsibilities Eviction Timeline

Evictions in Washington State generally take around 3 weeks from start to finish, but this can vary. There are many variables that impact the length of time the eviction process will take. Below is a sample timeline for eviction due to non-payment of rent. This timeline assumes that the landlord is moving through the eviction process as fast as the law allows. Do not assume that your process will move at the same speed. Talk to an attorney for more information on the specifics of your case.



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Landlord/Tenant Responsibilities 2021 Changes to Eviction Law

The laws affecting tenants, landlords, and the eviction process changed in a major way again in 2021.

ESSB 5160 was effective immediately in the governor's signature: April 22, 2021

ESSB 1236 was also effective immediately on the governor's signature: May 10, 2021.

STANDARDS FOR RENT REPAYMENT PLANS Sec. 4 ESSB 5160

During the eviction moratorium* landlords must offer tenants, who are behind on rent due to the COVI-19 crisis, a reasonable repayment plan based on individual circumstances. Once the moratorium ends, landlords must offer a reasonable schedule for repayment of monthly payments of no more than 1/3 of the monthly rent.

*moratorium= **a)** a legally authorized period of delay in the performance of a legal obligation or the payment of debt

b) a waiting period set by an authority

EVICITION RESOLUTION PILOT PROGRAM – Section 7.115

In some counties, landlords are required to provide tenants notice of the availability of an Eviction Resolution Pilot Program. This program is supposed to help renters and landlords agree on how to make up rent instead of going to court and also help tenants find rental assistance.

TENANTS WITH LOW INCOMES MAY GET A LAWYER - RCW 59.18.640 “Right to Counsel”

The Legislature is funding legal service providers to help more tenants in eviction cases. Subject to funding, the court must appoint a lawyer to indigent tenants in filed eviction cases. A person is “indigent” if they receive public assistance or their annual income, after taxes, is 200% or below the federal poverty guidelines. Courts will only appoint a lawyer after the tenant receives court documents starting an eviction lawsuit; Summons and Complaint.

LANDLORDS MUST GIVE A GOOD REASON FOR ENDING RENTAL AGREEMENTS AND EVICTING TENANTS - RCW 59.18.650 “Just Cause”

Landlords must give tenants a written notice with one of 17 good reasons for ending rental agreements and evicting tenants. Among other things, landlords can no longer refuse to renew month-to-month agreements for no reason, with a 20-day “no cause” termination notice.

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Landlord/Tenant Responsibilities Changes to Eviction Law

RENOVATIONS

Previously, a developer who wanted to change an apartment's use or completely renovate it could give all month-to-month tenants 20 days' notice before ending their tenancies. **NOW, landlords must give tenants 120 days' notice before making major changes to the use of an apartment building or completely remodeling it.**

ATTORNEY'S FEES

Previously, even if a tenant lost an eviction lawsuit by default (meaning they weren't able to respond in time or they did not show up to court), the landlord could still collect attorney's fees from them through an eviction judgement. **NOW, attorneys cannot collect attorney fees in a default judgement (when a tenant cannot respond in time or just moves out).** Attorney's fees are also limited in cases where tenants owe less than 2 months' rent or less than \$1,200.

WARNING!!

The laws affecting landlords and tenants can be complicated, especially right after big changes like these. It is important to note that there are some important exceptions to these laws. This information gives just a basic summary of some of the biggest changes and does not constitute legal advice.

For further information about the new legislation, please reach out to the following resources:

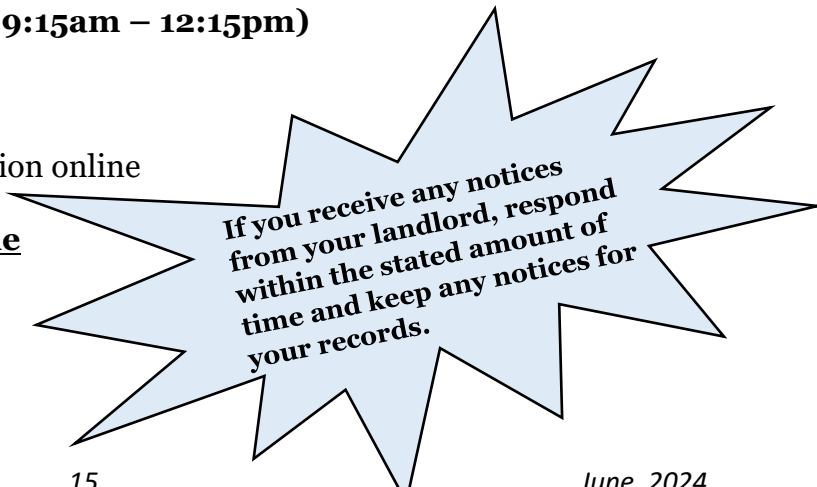
CLEAR: 1-888-201-1014 (Mon-Fri 9:15am – 12:15pm)

www.washingtonlawhelp.org

For more urgent help, Fill out information online

<https://nwjustice.org/apply-online>

Fair Housing Assistance
www.nwfairhouse.org



If you receive any notices from your landlord, respond within the stated amount of time and keep any notices for your records.

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Landlord/Tenant Responsibilities 2023 Rental Changes

The laws affecting security deposits and the eviction process changed in 2023. The changes went into effect on July 23, 2023.

This information gives just a basic summary of the biggest changes and does not constitute legal advice.

SECURITY DEPOSIT MONEY THAT IS WITHHELD MUST BE PROPERLY DOCUMENTED. (RCW 59.18.260)

Landlords who ask for a security deposit must first give the tenant a written statement or checklist that describes how clean the rental unit is and describe any existing damage to the place.

Starting July 23, 2023, the statement must also specifically describe the condition and cleanliness of:

- walls, wall paint, and/or wallpaper
- carpets and other flooring
- appliances and furniture.

Both the landlord and tenant must sign and date the checklist or statement and the landlord must give a copy to the tenant. The tenant can ask for one free replacement of the written statement after they move in.

If the landlord collects a deposit but does not provide this written statement, the tenant may sue for the amount of the deposit, plus costs and attorney's fees.

DEPOSIT MONEY CANNOT BE KEPT DUE TO NORMAL WEAR FROM USING THE PREMISES

Landlords cannot keep security deposit money to repair or clean rental units, carpet, walls, or appliances that are worn or soiled because of "ordinary use of the premises."

Landlords may keep deposit money if the damage to the rental unit, appliances, carpet, or wall, happens because the tenant (or another occupant or guest) was negligent, careless, or intentionally abused the place or furnishings.

The definition of "ordinary wear" can be found at **RCW 59.18.030 (39)**

DEPOSIT RETURN TIME INCREASED

Before July 23, 2023, landlords had 21 days after the tenant moved out to return the deposit or give a statement about why they were not returning the deposit. This time has increased to 30 days.

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Landlord/Tenant Responsibilities 2023 Rental Changes

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This information gives just a basic summary of the biggest changes and does not constitute legal advice.

LANDLORDS MUST PROVIDE RECEIPTS DETAILING CLEANING, REPAIR, AND REPLACEMENT COSTS

Landlords must now provide proof to the tenant of how much it cost to repair or clean the rental unit, appliances, carpet, and walls. They can provide receipts, bills, or invoices to show how much the supplies or services cost.

If the landlord or their employee makes the repairs, they must give statements showing how many hours the repairs took, along with the reasonable hourly rate that was charged.

IF YOU DO NOT RECEIVE YOUR DEPOSIT WITHIN 30 DAYS OF MOVING OUT, A LANDLORD CANNOT KEEP ANY OF THE DEPOSIT

If the landlord does not return the deposit or give an invoice showing why they kept it, the tenant can sue the landlord for the full amount of the deposit, court costs, and attorneys' fees. Courts may award more damages in some cases.

Please Note: The landlord may not have to return the deposit money if they can show that circumstances beyond their control kept them from returning the deposit or giving documentation on time.

LANDLORDS CANNOT REPORT THESE REPAIR COSTS TO COLLECTION AGENCIES OR OTHER LANDLORDS

Landlords must document the costs of repairing or cleaning up damages caused by negligence, carelessness, or abuse of the premises. Costs that are not documented cannot be reported to:

- Other landlords
- Tenant screening companies
- Collection agencies
- Consumer reporting agencies

Costs for repairs and cleaning due to ordinary use of the premises cannot be charged to tenants.

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Landlord/Tenant Responsibilities 2023 Rental Changes

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CHANGES TO EVICTION PROCESS- SB 5197

Tenants or landlords can request that an eviction hearing be conducted remotely (over the phone, video, or other electronic means). The request should be granted by the court. However, if a judge finds that there is “good cause” they may require the hearing to be held in-person or specify which technology can be used.

Courts are supposed to provide instructions about how to attend eviction hearings remotely. Tenants should be able to request a remote hearing by email, fax, or other electronic means.

NEW CITY ORDINANCE FOR SPOKANE COUNTY RESIDENTS- C36515

The City Ordinance went into effect on April 29, 2024

Any rental agreement or renewal must alert tenants of rent increases following these guidelines:

- 120 days written notice for rent increases equal to or less than 3%
- 180 days written notice for rent increases greater than 3%
- At least 30 days written notice for tenants on subsidized housing who will experience a rent increase.
- Any rent increase notice must specify the percentage of the rent increase, the new amount, and effective date of the increase.

The Road to Renting Program

Calling a Lawyer

Q: WHEN DO I CALL A LAWYER?



My apartment building should be condemned. There's a big hole in my ceiling. The landlord won't fix it.

The landlord shut off my utilities. I don't have any heat.

My landlord changed the locks on my apartment. I can't get in.

My landlord took some of my stuff. I wrote a letter asking for it back, but he's ignoring me.

My landlord is evicting me.

My landlord says he'll charge me more rent for my assistance animal.

I think my landlord is breaking the law.

Q HOW DO I TALK TO A LAWYER? (There's no such thing as a quick question.)

Before
Calling

1. Write out a timeline of events.
Who... What... Where... When...
2. Gather all relevant documents.
Lease Photographs
Receipts Letters, Emails from the landlord

Intake

3. Call for an intake. Find out if you are eligible.
4. Ask if you should send your documents to the lawyer's office before your appointment.

During

5. Be completely honest with your lawyer. They must know the *whole story* in order to give you good advice. However, stick to the relevant information about your situation.
6. Be patient. It's hard to talk to someone you just met about your life but remember that the lawyer wants to help you and your conversations are confidential.

After

7. Tell your lawyer if your situation changes.
8. Call your lawyer if you feel that you haven't heard anything for a long time. Remember that legal actions often take a long time.

The Road to Renting Program

Tenant Responsibilities

Renter's Insurance

Renter's Insurance (It's worth it.)

Different insurance companies offer different coverage. The information on this page explains general provisions of renters insurance.



Personal Property Protection

Renters insurance can help you replace your belongings after an incident in your home, such as a fire or burglary. Renter's insurance covers your belongings when you are anywhere in the world.



Reimbursed Living Expenses

This benefit helps pay for living costs if you can't live in your home because of a covered incident like a fire or a windstorm. Renters insurance can pay for lodging until your unit or house is fixed up.



Liability Protection

Your landlord's policy most likely does not include liability for something that happens in your rented home. You could be sued for injury to another person or damage to another person's property if an incident occurred within your rented residence. A good example of this is if your dog bites someone and they sue you. Renter's insurance could cover the lawsuit including lawyer fees and court costs.



Guest Medical Protection

Renters insurance can also help cover medical payments up to a certain limit if someone is injured on your property — though it generally doesn't cover injuries to you or other household members.

The Landlord's property is not covered by your insurance.

You are responsible for damages to your rental that you cause.

Some questions to ask when getting Renter's Insurance

1. Is all of my stuff covered?
2. What "perils" are covered (fire, smoke, theft, breakage, wind, ice storm, etc.)?
3. Is my stuff covered if it's damaged or stolen outside of my apartment?
4. Are my pets covered?
5. Is my family or my roommate covered as well?

The Road to Renting Program

Tenant Responsibilities

Landlord Scenario

Grace is retired and owns a 4-plex. She lives in one unit and rents out the other three to supplement her income. She counts on the rent money so that she can pay her expenses, which include a mortgage payment, maintenance, and lawn-care costs. She is having trouble with her tenants and is trying to figure out what to do.

If you were Grace, what would you do?

Tenant # 1: Roger Rattinger

Roger is a quiet guy, who mainly keeps to himself. He is in the 8th month of a one-year lease, and he always pays his rent on time. A few weeks ago, when Grace went into his unit to repair a leaky faucet, she noticed that the carpet had been completely ruined by pet stains from Roger's dog. The unit also had litter and cigarette ashes strewn throughout. Over the past few weeks, Roger's garbage has been overflowing into the hallway, making it difficult for other tenants to get to their mailboxes. Grace, who is worried about the possibility of rodent infestation, asked Roger to clean up the garbage in the hallway. He said he would do it right away, but it has been ten days, and the mess is still there.

What would you do?

Tenant # 2: Lara Laterent

Lara is a single woman with one small child. Her unit is always clean, and she never causes any problems with the other tenants. She has lived in the unit for 10 months (out of a one-year lease) but has only paid her rent on time once. For several months, the rent was only a day or two late, and Grace overlooked the problem. But three months ago, Lara lost her job, and now she is at least a month behind in paying rent. Every Monday, Lara goes to Grace and explains the situation. She has kept up her utilities and made partial rent payments as often as she could. She has even offered to help with some maintenance or landscaping in exchange for the missed rent payments. She had a job interview this week, and she thinks she might get the job, but it will be another two weeks before she gets her first paycheck.

What would you do?

Tenant # 3: Pete Partiman

Pete has been living in his unit for a year and a half. He is in the midst of his second one-year lease. He was late on rent only once, and that was because he had been out of town and forgot to pay ahead of time. Every now and then Pete throws parties that are wild and loud, but he always cleans up afterwards. Recently, a strange car has been parked in the small parking lot in front of Pete's unit, and a woman that Grace does not know is always around. She keeps odd hours, and people are coming and going from the apartment day and night. Grace asked Pete if the woman had moved in, but Pete told her she was just visiting. The stranger has been visiting for two months now, and Grace is beginning to suspect that she might be dealing drugs.

What would you do?

What should Grace look for in a renter to fill an empty unit?

The Road to Renting Program

Tenant Responsibilities

Your Scenario—Good Landlord / Good Tenant

You are a landlord. What would you look for in a tenant if you had an empty unit?

You are a tenant. What would you look for in a landlord if you could choose one?

You are a landlord. What are some reasons for evicting your tenants?

You are a tenant. What builds a good relationship with a landlord?

The Road to Renting Program

Tenant Responsibilities

Landlord-Tenant Law

Need more information about your legal rights?
For a copy of Washington State Landlord Tenant Law (RCW 59.18) visit:

<http://apps.leg.wa.gov/rcw/>
(Scroll down and choose "Title 59" then choose "59.18")

For additional information on each section of Landlord Tenant Law visit:

<http://www.washingtonlawhelp.org/>
(Click on "House and Apartment")

Here are some of the topics covered on this site.

Your Rights As a Tenant in Washington

This publication was written to help residential tenants and landlords in Washington understand their rights and responsibilities.

By: Northwest Justice Project

Getting Your Security Deposit Back

This publication gives step-by-step instructions on how to prepare to get your security deposit back and what to do if your landlord does not return it.

By: Northwest Justice Project

Eviction and Your Defense

This packet explains how the eviction process works. It tells you what you should do if your landlord tries to evict you. It will also help you defend yourself in court against an eviction if you cannot get a lawyer to represent you.

By: Northwest Justice Project

Domestic Violence, Sexual Assault & Stalking: Landlord/Tenant Issues

Survivors of domestic violence, sexual assault, or stalking have protections under the Washington Residential Landlord-Tenant Act (RCW 59.18).

By: King County Office of Civil Rights

Tenants: If You Need Repairs

This publication provides information on a landlord's responsibility to make repairs and what you can do to enforce your right to live in a safe home.

By: Northwest Justice Project

Housing Discrimination & Your Civil Rights

Describes what housing discrimination is and what you can do if it happens to you.

By: King County Office of Civil Rights



The Road to Renting Program

Tenant Responsibilities

Review What You Know

Q-1 How long does the landlord have to fix things that are broken? Can you stop paying rent if the landlord doesn't make repairs? (Explain why or why not.)

Q-2 Is it discrimination for a landlord to charge someone more for a deposit if they have a criminal history? (Why or why not?)

Q-3 What's the difference between a service animal and a comfort animal? Can any animal be a service or comfort animal? Can a landlord charge a deposit for a service animal? What about for a comfort animal?

Q-4 What is a condition report and why is it important to have one?

Q-5 What is an "Order of Limited Dissemination" and when should a tenant get one?

The Road to Renting Program

Tenant Responsibilities

Review What You Know

Q-6 What's the difference between a 3-day eviction and a 10-day eviction?

Q-7 What should tenants do if they are being evicted?

Q-8 What are some advantages to having Renter's Insurance? (4 things)

Q-9 When can a landlord enter a tenant's place? (Give at least 2 answers.)

Q-10 What should landlords consider when accepting tenants with criminal histories?

