

RENTAL APPLICATION CRITERIA

NON-DISCRIMINATION

Register to Vote or Change your Voter's Registration Information at
SOS.WA.GOV

The Shelby Apartments ("Management") operates in accordance with the Federal Fair Housing Act, as well as all state and local fair housing and civil rights laws. We do not discriminate against any person based on race, color, religion, gender, national origin, age, sex, familial status, handicap, disability, veteran status, or any other basis protected by applicable state or local laws. The Rental Criteria below outlines some of the policies for this community with regard to standards that may be required by each applicant in order to be approved for residency.

APPLICATIONS

All applicants must be of legal age. All parties 18 years of age or older are required to complete an application and pay any and all applicable fees. **Applications are to be completed in full; applications containing untrue, incorrect, or misleading information will be denied.** The application fee is non-refundable unless otherwise provided by state or local law.

As part of your rental application process, On-Site will create a rental report that accesses up to three types of information about you: 1) credit/financial records; 2) court records; and 3) personal references. Any negative, misleading, or unverifiable information may result in the denial of your application. In the event of a denial or other adverse action, you have a right to obtain a free copy of your rental report from On-Site, and to dispute the accuracy of any information appearing in it. You may contact On-Site Renter Relations by phone 1-877-222-0384; or mail at 2201 Lakeside Blvd., Richardson, TX 75082. For more information, visit www.renterrelations.com.

IDENTITY VERIFICATION

ALL applicants are REQUIRED to show at least one of any of the following forms of identification:

- Government issued identification such as military identification, driver's license or passport
- Age of majority card
- Birth certificate
- Social security card

RENTAL SCORE

All applications are submitted to On-Site.com, a third-party rental applicant screening company. **All applications are evaluated based on a rental scoring system.** Rental scoring is based on real data and statistical data such as payment history, quantity and type of accounts, outstanding debt, and age of accounts. Every applicant is treated objectively because each application is scored statistically in exactly the same manner.

The rental scoring system will compare your application to On-Site's database, and by evaluating those statistics and real data in accordance with pre-established criteria set by Management, On-Site will recommend one of the following:

- **Accepted.** The applicant will be accepted with the standard deposits and fees.
- **Accepted with Conditions.** Depending on the community's policy, the applicant may be given the option to pay an additional security deposit,
- **Denied.** The application will not be accepted. The applicant will be provided with contact information for the consumer reporting agencies that provided the consumer information.

The Shelby Apartments does not accept Comprehensive Reusable Tenant Screening Reports.

GUARANTORS/CO-SIGNERS

If On-Site recommends "Accepted with Conditions" or "Denial," a guarantor or co-signer may be considered. In this instance, the original applicant's application will be re-submitted along with the guarantor or co-signer's application. Applications for guarantors and co-signers processed through On-Site are also scored, but are typically held to a more stringent, pre-established screening standard because guarantors and co-signers are technically responsible for the payments for this residence, as well as their own place of residence.

INCOME VERIFICATION

Written verification of income in an amount equal to **2.5** times the monthly rent per household will be required, along with any necessary supporting documents. **Please be aware of this community's income requirements and qualifying standards prior to applying.**

RESIDENCE VERIFICATION

Management reserves the right to verify the applicant's residence history.

CRIMINAL CHARGES/CONVICTIONS

Upon receipt of the rental application and screening charge, landlord/agent may conduct a search of public records to determine whether the applicant or any person living with applicant has been convicted of, plead guilty to, and/or plead no contest to any crime. We do not automatically deny applicants based on criminal history. Rather, criminal history is considered based on the nature of the offense and time passed since the date of final disposition (e.g. applicant was released from prison, probation or parole). We limit consideration to those convictions, the dates of final disposition of which pre-date the report by no more than seven years. Note that convictions for the following offenses will generally result in denial:

1. Any felony involving violence, death, arson, rape, sex offenses, extensive property damage, weapons, burglary, any drug related activities. **Seven (7)** years
2. Any violent felony (not included in (a) above). **Seven (7)** years
3. Registered sex offenders. No Limit
4. Any misdemeanors involving violence, theft, assault, intimidation, drug related activities, sexual or weapons charges. **Seven (7)** years
5. Any non-violent misdemeanor (not included in above) will not be grounds for denial of the rental application.

EVICTIONS

Applicants who have been a party to an eviction proceeding may not be approved for residency, depending upon the pre-established criteria set by Management.

DENIAL POLICY

If your application is denied due to unfavorable information received on your screening report you may:

- Contact On-Site to discuss your application and identify any unfavorable information.
- Supply On-Site with proof of any incorrect or incomplete information.
- Request that On-Site re-evaluate and re-report your screening information and rental score to Management

HOW YOU CAN IMPROVE YOUR RENTAL SCORE

Your rental score results from information found in your credit report, criminal history, references, and application data. Such information may include your history of paying bills and rent, the accounts you have, collections and delinquencies, income and debt.

Your rental score may change if the underlying information it is based upon changes. To improve your score, concentrate on paying your bills on time, paying down outstanding balances, and removing incorrect information. Your chances of approval may also improve if you apply for an apartment with lower monthly rent, or use a guarantor or co-signer if permitted by Management.

HOW YOU CAN REMOVE INCORRECT INFORMATION

On-Site is committed to accuracy and will investigate any information you dispute. Contact our Renter Relations team at 1-877-222-0384. If you provide proof of your claim, we will promptly make appropriate adjustments. Download the form on our site for details.

Renting in Seattle

RENTER'S HANDBOOK



Seattle Department of
Construction & Inspections

September 2022

DON'T FORGET TO REGISTER TO
VOTE!

**YOUR VOICE
MATTERS!**

www.kingcounty.gov/depts/elections

WELCOME HOME!

There's a lot to do when moving to a new home. Updating your voter registration is one of those important tasks to remember.



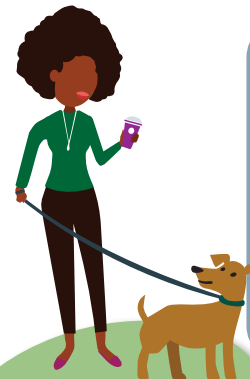
ALREADY REGISTERED?

Here are 5 easy ways to update your address:

- If you have a current Washington State driver license or state ID card, go online!
- Mail the registration form included with this Renter's Handbook.
- E-mail elections@kingcounty.gov with your name, date of birth, old residential and mailing address, and your new residential and mailing address.
- Call 206-296-VOTE (8683). Services are available in 120 languages.
- Go in-person to King County Election headquarters in Renton or the Voter Registration Annex in Seattle.



**REMEMBER TO
CHANGE YOUR
ADDRESS AT LEAST 29
DAYS BEFORE
ELECTION DAY.
CHECK THE VOTER'S
CALENDAR.**



NEED TO REGISTER?

There are 3 ways to register to vote:

- If you have a current Washington State driver license or state ID card, go online!
- Mail the registration form included in this Renter's Handbook. (See center pull-out.)
- Go in-person to King County Election headquarters in Renton or the Voter Registration Annex in Seattle.

Welcome!



What Is the Renter's Handbook?

Welcome to Renting in Seattle. Your landlord is required to provide you with this Renter's Handbook when you first sign a rental agreement, renew a rental agreement, or whenever the City of Seattle updates information in it.

The Renter's Handbook gives you a broad overview of both your renter rights and obligations and provides tips and helpful resources to make renting in Seattle a great experience. You should keep this handbook where you can easily reference it.

Remember, there is help available when your handbook does not have the answer to your question or specific situation. The Renting in Seattle Helpline (206) 684-5700 is open Monday – Friday during business hours so you can talk to someone for information and guidance. Interpretation services are available

Seattle is a Welcoming City. We value inclusion and equity. City employees do not ask about citizenship status and serve all residents regardless of immigration status.

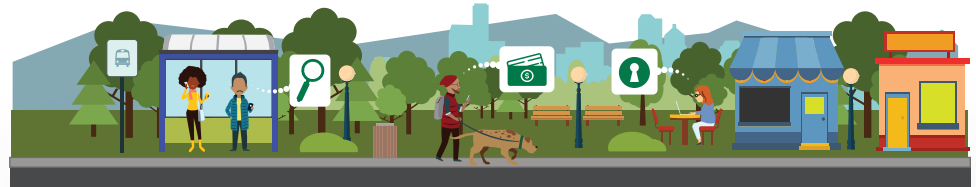
This handbook is not intended as legal advice. You can also visit our web site www.seattle.gov/rentinginseattle.

2nd edition



Seattle Department of
Construction & Inspections

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FINDING A HOME

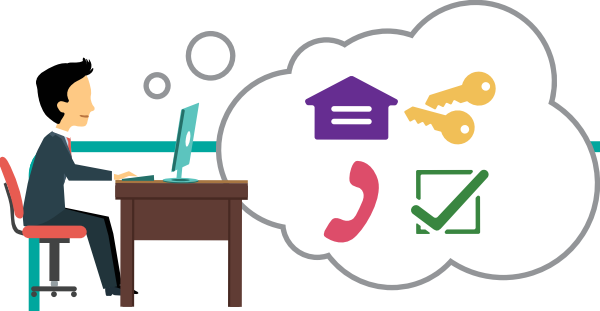
Finding the right place for you is not an exact science and people find their homes in lots of different ways. Many listings are available for free online. Sometimes, driving or walking around a neighborhood can yield results where 'For Rent' signs are posted. Beware of online scams that ask for money or wire transfers. Never agree to rent a place before you see it. If a deal feels too good to be true, it probably is! You can report suspected rental scams to the Federal Trade Commission at www.consumer.ftc.gov.

Affordable housing can mean a lot of different things. Generally, it is housing that is tied to your income level, often, but not always, based on area rents. Some low-income housing is federally funded and/or provided by non-profit housing organizations. The City's Office of Housing maintains a list of search sites at www.seattle.gov/housing/renters/find-housing.

Often there are waitlists for affordable housing options. Seattle Housing Authority (SHA) both owns low-income housing units and has a rent subsidy program called 'Housing Choice Vouchers'. You can find out more about SHA at www.seattlehousing.org, or you can visit their office location in downtown Seattle at 190 Queen Anne Avenue North. You can call the Community Information Line at 2-1-1 for a list of affordable housing providers over the phone if you don't have access to a computer.



What to Look for in Your Potential Home



It's important to know what to look for in a potential home besides your personal preferences. Seattle has rules for minimum safety and maintenance standards that housing must meet to be registered as a rental home. The rules are in the City's *Housing and Building Maintenance Code*. The following is a basic explanation of those standards.

Space and Occupancy

This category covers the minimum size of housing units and includes dimensions of sleeping rooms. It also covers light and ventilation requirements, like windows, fans, and sanitation. For example, a sleeping room must be at least 70 square feet with an additional 50 square feet for each person in excess of two.

Structural

Elements such as foundations, chimneys, and roofs must be solid and stable. The building needs to be weathertight, damp-free, rodent-proof, and maintained in good repair.

Mechanical

All housing units must have a permanently installed heating source (space heaters alone are not sufficient). Electrical equipment, including wiring, and appliances must be properly installed and safely maintained. The unit must be safely lit and have sufficient electrical outlets.

Fire and Safety

Stairs must be safely constructed and have appropriate handrails. Smoke and carbon monoxide detectors are required. An exterior door or properly sized window for emergency exit (known as egress) is required in all rooms used for sleeping. There are lots of additional requirements for larger, multi-unit buildings.

Security

Entry doors must have a deadbolt and have a peep hole or window so you can see who is at the door. Locks must be changed when there is a change of tenancy. Buildings must be secure enough to reasonably prevent criminal actions to residents and their belongings.



Good to Know!

Other general safety things to watch out for in older buildings and homes are the potential hazards of peeling lead paint and asbestos when it is friable (crumbling and not contained). If a unit has bedrooms below ground like basement rooms, are there large enough windows or exterior doors? If not, those rooms should not be advertised nor used as bedrooms, as they do not meet safety standards.



Is the Unit Registered?

As of 2014, all rental properties in Seattle register with the City in accordance with the *Rental Registration and Inspection Ordinance*. There are some exemptions such as housing owned by Seattle Housing Authority or licensed facilities such as assisted living homes. This helps the City ensure your housing is safe and complies with minimum standards. Inspections are required every 5-10 years. You can check if your home is registered at www.seattle.gov/rrio.



Seattle's Fair Housing Laws

Seattle's *Fair Housing Laws* are designed to ensure everyone has equal access to housing. It is illegal to discriminate in the rental of housing because of:

- Race
- Color
- Ancestry
- Sex
- Disability
- Creed
- Religion
- Age
- Retaliation
- Alternative sources of income
- National origin
- Marital status
- Political ideology
- Parental status
- Sexual orientation
- Gender identity
- Use of a service animal
- Use of a Housing Choice Voucher or other subsidy programs
- Military status or veteran
- Criminal history
- Citizenship and immigration status

Rental Housing Ads

It is illegal for a housing provider to, intentionally or otherwise, steer certain renters to or from a rental listing. A listing that says 'will suit a quiet couple' is potentially discriminatory because it appears to exclude applicants based on their 'parental status,' for example.

Landlords must include specific information when advertising a unit for rent. Advertisements must:

- Include the criteria that will be used for screening and the minimum standard to move forward in the application process
- Describe all information and documents the landlord will use in screening
- Provide information explaining how you can request additional time to complete an application for things like interpretation or a reasonable accommodation for a disability

Source of Income Protections

Seattle has protections for renters with a source of income other than employment. Housing providers cannot deny you a rental unit or treat you differently because your income comes from social security, alimony, retirement, disability etc. or if you are relying on a rental subsidy program like a Housing Choice Voucher. If your landlord has a rent to income ratio requirement they must subtract any subsidy you receive before making the calculation. *See pg. 17 for more on income-to-rent ratio.*



Fair Chance Housing

Seattle's *Fair Chance Housing Ordinance* offers protections to address bias and barriers people with criminal backgrounds face when attempting to secure rental housing.

Advertising of rental units cannot ban applicants with a criminal history. Applicants cannot be screened for a criminal history or be asked about criminal history on the application.

Adult applicants may be screened against the sex offender registry. A landlord could potentially disqualify an applicant on the registry only if:

1. The offense was committed as an adult.
2. A legitimate business reason exists. A connection would need to be demonstrated between the policy/practice and the safety of residents/property.

The following are some of the factors informing a landlord's consideration:

- Nature and severity of the offense
- Number and types of convictions
- Age at time of conviction
- Evidence of good tenant history
- Time since date of conviction
- Supplemental information

Homeowners renting units on the property where they live like an attached apartment or backyard cottage are exempt from these screening restrictions.

If you see rental housing advertising that does not comply with Fair Chance housing laws, you can call the Helpline at (206) 684-5700 to report it.



GET READY TO RENT

Renting can be a competitive business, especially for the most affordable units. Being prepared in advance can really help.

- Know your credit score and any potential issues that might show in a screening report. You can manage that information with your application and explain the circumstances to support your application. You can access your credit report at **www.annualcreditreport.com**
- Know your rights before you submit an application.
- Have the following information ready for your application:
 - Current and previous address including landlord information
 - Names and birth dates of all occupants
 - Employment and income information and verification
 - Vehicle information
 - References, both personal and housing related
 - Pet information

Housing providers must make clear in advance the criteria they will use to screen your application and the reasons that would result in denying your application. You are entitled to a copy of the screening report.

You can only be charged the actual cost of the application screening. The customary cost in Seattle is approximately \$25-\$45 per adult.

If your application is denied, the housing provider must give you a written notice stating the reasons. This is called an 'adverse action' notice and is required by both City and State law.



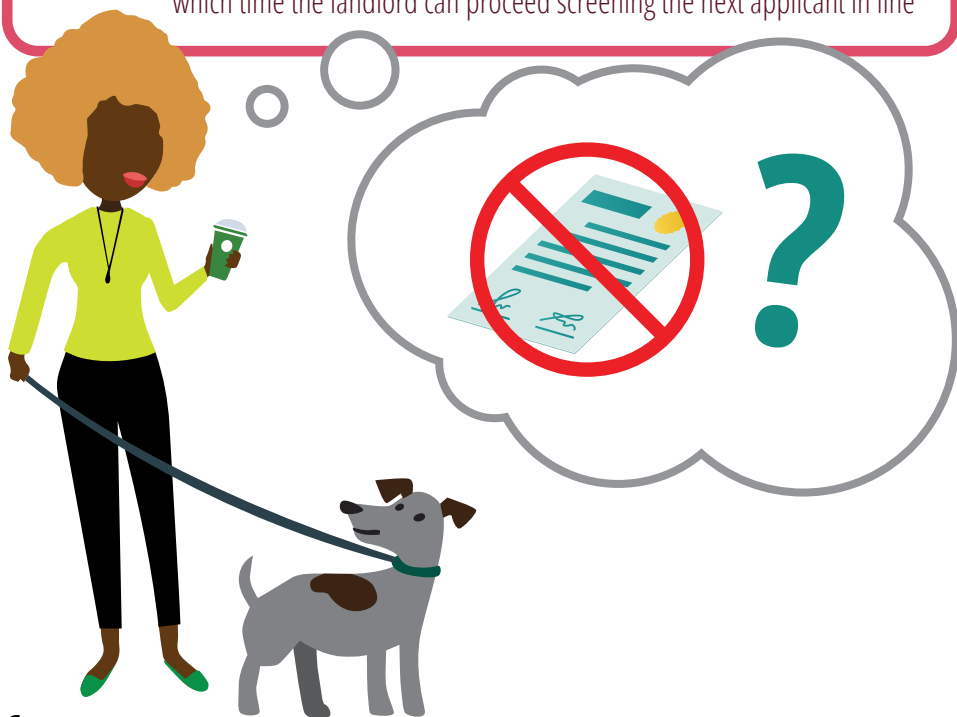


First in Time

The *First-in-Time Ordinance* requires landlords to offer a rental agreement to the first qualified applicant who submits a complete application. Housing providers must cooperate fully with applicants using a housing subsidy such as completing required paperwork, etc.

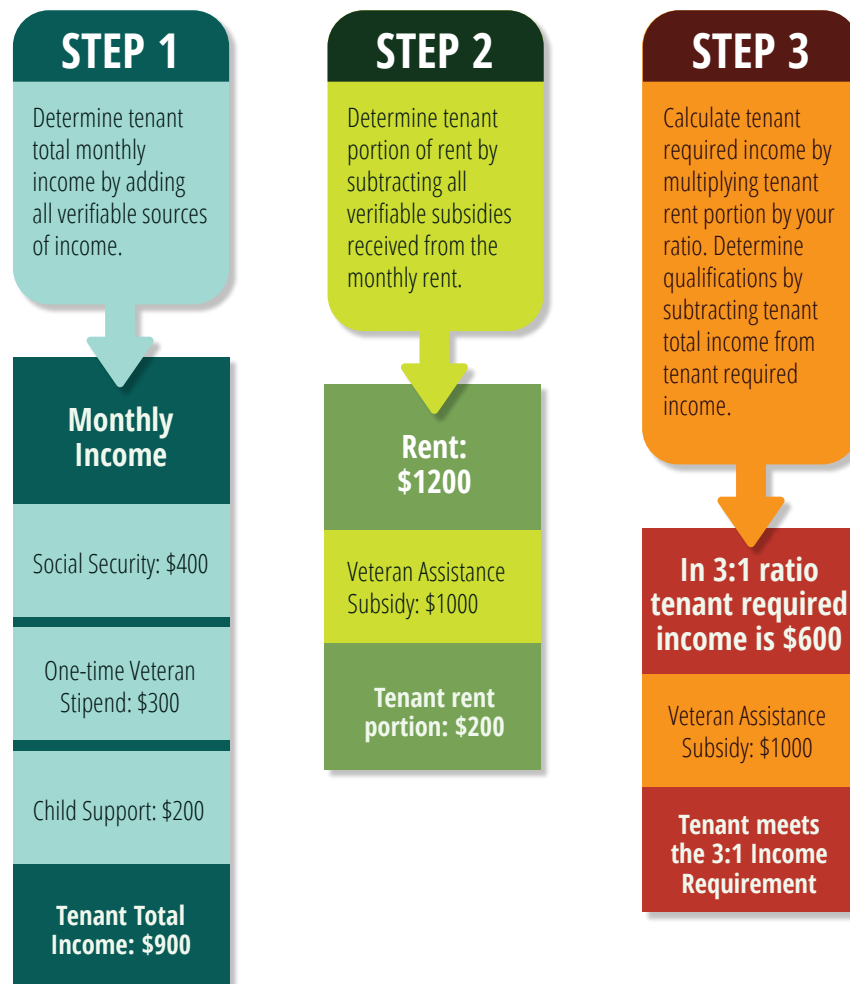
Landlords must:

- Date and time stamp applications in the order received
- Screen applications in chronological order one at a time
- Give applicants a minimum of 72 hours for additional information on an otherwise complete application
- Provide 48 hours for a response to an offer of a rental agreement after which time the landlord can proceed screening the next applicant in line



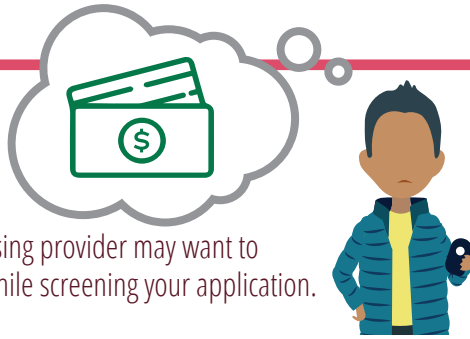
Income to Rent Ratio

As mentioned before, a landlord cannot deny you housing because your income comes from a source or sources other than employment. If part of the eligibility requirement is a rent to income ratio, and your income is from other sources or subsidies, your landlord must follow these steps in making the calculation:

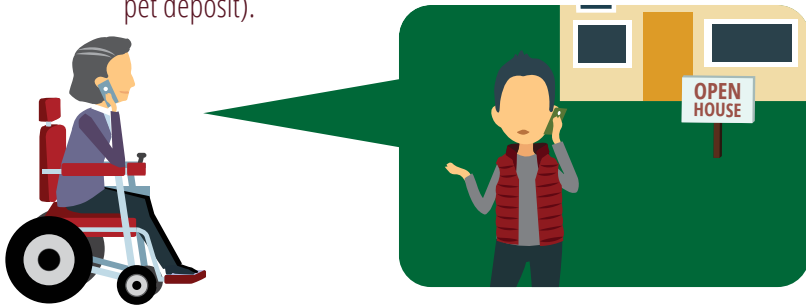


Holding Deposit (Deposit to Secure Occupancy)

When you apply to rent a unit, the housing provider may want to charge you a deposit to hold the unit while screening your application.



- The maximum holding deposit a landlord may charge is 25% of one month's rent. A receipt explaining the terms is required.
- If you are offered the unit and decide you don't want it, you will likely forfeit your holding deposit. The deposit is fully refundable if your application is not successful or the unit fails a housing inspection connected to a rental subsidy program.
- If you sign a rental agreement for the unit, the holding deposit must be applied to the first month's rent or move-in costs (security deposit and pet deposit).



Renting and Disability Rights

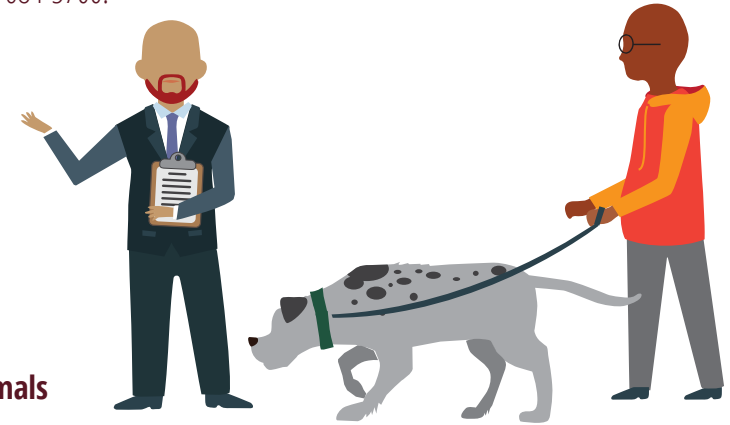
Accessibility

Housing accessibility allows renters with disabilities to live independently. Grab bars, ramps, extra width for wheelchairs, designated parking are some examples. If you have a disability, you can ask for a reasonable accommodation or modification.

An accommodation is a change in rules, policies, practices, or services to allow you the equal opportunity to use and enjoy a rental unit. An example of reasonable accommodation is to make an exception to a parking policy so a person using a wheelchair can have a spot closest to their unit.

A reasonable modification allows you to make physical changes to the property that are necessary to make the rental property accessible. You are responsible for paying for reasonable modifications unless the landlord receives federal funds. An example of a reasonable modification is asking permission to widen the bathroom doorway to accommodate a large scooter.

If you have questions or want to file a complaint, contact the Renting in Seattle helpline (206) 684-5700.



Service Animals

Service animals are broadly defined in Seattle and include emotional support, companion, therapy animals, and more. Fair housing rules require reasonable accommodations for service animals.

- A housing provider can ask for verification of the disability-related need for your service animal, from a qualified third party such as a medical provider or someone qualified to verify the connection.
- Service animals are not considered pets and cannot be prohibited from rental units. 'No Pet' policies do not apply to service animals.
- Training or certification of a service animal is not required.
- A housing provider cannot charge a deposit, fee, or additional rent for a service animal.
- You are responsible for your service animal's behavior and any damage it does to your rental unit and the property.

An illustration of the Space Needle in the foreground, with a dark blue city skyline behind it. In the background, there are purple mountains and a teal body of water. The sky is light blue with a few white clouds. The foreground is a green grassy area.

MOVING IN

Moving is a busy and often stressful time. Things can easily be overlooked. It is important to be careful and pay attention to the details at this stage as it sets the tone for your entire tenancy.

The Move-in Checklist

This is an extremely important part of your rental agreement because it is connected to your security deposit.

- It should accurately describe in detail the current condition of your new home
- Discrepancies should be discussed immediately with your landlord so you are not taking responsibility for damage that happened before you moved in
- It should be signed and dated by you and your landlord. Your landlord must provide you with a copy
- This checklist will be used by your landlord when it's time for you to move out to determine if you have caused any damage to the unit

It is unlawful to collect a security deposit without a signed and dated move-in checklist.

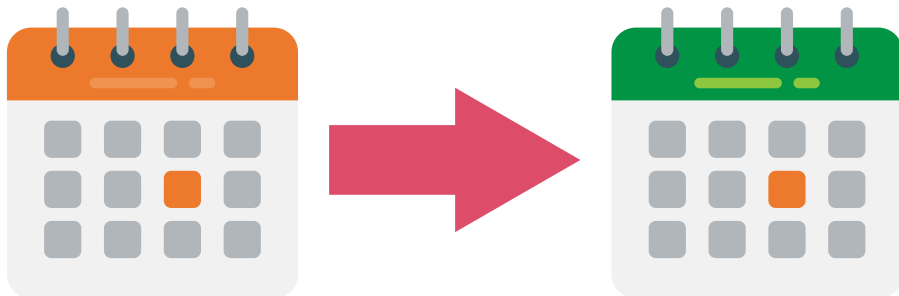
The Rental Agreement



When you are offered a rental agreement, read it thoroughly before signing. Remember, it is a legally binding contract.

- Pay attention to what costs you are responsible for in addition to your rent, such as utilities, and how they are billed
- Examine the rules carefully to make sure you understand the policies around guests, pets, parking, etc
- Get help understanding your rental agreement if you need to, especially if English is not your first language

This Renter's Handbook (printed copy) must be provided to you at the time you sign the initial rental agreement. Your landlord must provide copies (electronic) for any subsequent rental agreement; whenever the handbook is updated, or annually for month-to-month renters.



Different Types of Rental Agreements



All rental agreements in Seattle are regulated by the *Just Cause Eviction Ordinance*. This means a landlord must have a legal reason or 'Just Cause' to terminate a month-to-month rental agreement or decline to renew an expiring lease. The notice period required depends on the specific just cause reason. Those reasons and the required notice a landlord must give are on pg. 46

Month-to-Month

This type of agreement renews each month. You can terminate the rental agreement with a minimum of 20 days' written notice before the end of the monthly rental period. For example, if you want to move out in February, your landlord would have to receive your written notice no later than February 8. You might appreciate the flexibility of this arrangement but, be aware that the terms of your rental agreement, including the amount of rent, can change with proper notice during a month-to-month agreement.

Term Lease

This type of rental agreement is for a specific period of time. The terms remain fixed for the duration of the lease unless changed by mutual agreement between you and the landlord. The landlord must offer you a lease renewal 60-90 days before your current lease expires unless they have just cause not to do so. See Just Cause pg. 46

Initial term lease converting to month-to-month automatically

This occurs when the rental begins as a term lease and reverts automatically to a month-to-month lease at the end. You have a right to remain after the initial term unless the landlord has a just cause to end the rental agreement.

No rental agreement?

It is never a good idea to move into a rental unit without a written agreement. If you find yourself in that situation, you are considered a month-to-month tenant by verbal agreement and have renter rights. However, the definition of a tenant is someone entitled to occupy a rental unit under a rental agreement. While verbal agreements are not unlawful, it may be difficult to prove you are a tenant without a written rental agreement if a dispute arises.

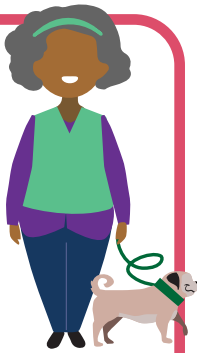
Move-In Charges

In Seattle, there are strict limits to what you can be charged for move-in costs. Move-in charges cover the security deposit, fees, and pet deposit.

- The security deposit and fees combined cannot equal more than one month's rent
- Fees can only be charged for screening (background check when you apply to rent) and/or cleaning
- If fees are charged for cleaning at the beginning of the agreement, you cannot be charged again for cleaning upon move-out
- Total fees cannot exceed 10% of one month's rent
- The maximum you can be charged for a pet deposit is 25% of one month's rent regardless of how many pets

Examples:

Tracy is a single-person household with a dog. The rent for the unit she's moving into is \$1200 per month.



Tracy's landlord can charge:

- \$45 screening fee
- \$75 cleaning fee
- \$1080 security deposit
- \$300 pet deposit

Tracy's total move-in costs can equal up to a maximum of \$1,500.

Hamid and Fatima with their two children are a four-person household. Rent is \$2,200 per month.



Their landlord can charge:

- \$90 (\$45 x 2) screening fee
- \$130 cleaning fee
- \$1980 security deposit

The family's total move-in costs can equal up to a maximum of \$2,200.

Installment Payments

It can be difficult to pay what typically amounts to three months' rent for moving into a new place. In Seattle, you have a right to pay your move-in costs (deposit and fees), last month's rent, and pet deposit in installments.

A landlord cannot refuse to rent to you because you decide to use installment payments. It is important to remember that in addition to your monthly rent, installment payments must be made on time or you risk getting a 14 Day Pay or Vacate Notice. The installment payment schedule is based on the length of your tenancy.

Deposits & Fees

- 30 days - six-month tenancy = four equal consecutive installments of equal duration.
- Month to month = two equal installments
- No installments for deposit/fees if the total does not exceed 25% of one month's rent
- Pet deposit = three equal installments



Last Month's Rent

- Six-month+ tenancy = six equal, consecutive, monthly installments
- 60 days - six-month tenancy = four equal payments of equal duration
- No fees, penalties, interest may be charged for installment payments
- Failure to pay installments as agreed is a breach of the rental agreement and you can receive a 14 Day Pay or Vacate Notice
- Alternatively, you and your landlord can make a payment schedule by mutual agreement. Get it in writing.



Utility Accounts

Seattle City Light

Seattle City Light (SCL) is the City department responsible for electricity accounts. You can open an account in your own name. You are responsible for letting SCL know when you move out. Failure to pay your bill to the utility or the landlord on time can result in a shutoff notice from the utility and/or a *14 Day Notice to Pay or Vacate* by your landlord.

TIP:

SCL also has discount programs and payment assistance for qualified customers. Visit their web site at www.seattle.gov/light/assistance/ or call (206) 684-3000.



Seattle Public Utilities

Seattle Public Utilities (SPU) is the City department responsible for water, sewer, and garbage accounts. Since 2011, new tenants cannot open accounts in their own names. The landlord is responsible for the overall account. You may be responsible for paying the cost of the utility charges if provided in your rental agreement. You should be provided with a copy of the actual bill if the landlord charges you directly. Failure to pay your bill on time can result in a shut-off notice and/or a *14 Day Pay or Vacate Notice* by your landlord as utilities are treated like rent for eviction purposes.

TIP:

Never flush anything besides toilet paper. Avoid getting grease, hair, and large items down the drain. A plumbing clog is expensive to repair and your landlord can charge you the entire cost if you or someone in your household flushes something other than toilet paper. Don't believe the marketing claims on products for 'flushable' wipes, etc.

Good to Know!

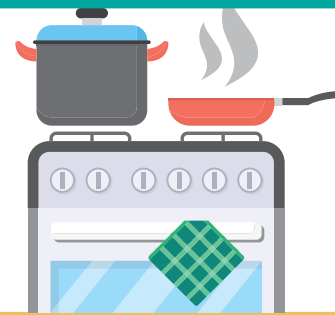
SPU has programs to help with utility discounts and payment assistance for qualified customers. Visit www.seattle.gov/utilities or call (206) 684-3000.

TIP:

Failure to pay your utility bill on time can result in eviction.

TIP:

Food scraps and recyclable items are not allowed in the garbage. All buildings should have separate containers for those items.



TIP:

Failure to report leaks, running toilets, and other service issues to the landlord promptly can make you responsible for some or all of the cost.

Puget Sound Energy

Puget Sound Energy (PSE) is the natural gas provider for the city. You can open an account in your own name. PSE has information on their website about programs to assist with bills, visit www.pse.com or call 1(888) 225-5773.

Utility Billing Protections

The City's *Third Party Billing Ordinance* protects renters who pay a landlord or a billing company for water, sewer, garbage, or electrical services in residential buildings with 3 or more units. If you do not get the required billing information or you think you are charged improperly, you should first talk to your landlord or the billing company.

Complaints of violations are made to the:

**Office of the Hearing Examiner
Seattle Municipal Tower
700 5th Ave
Suite 4000
Seattle, WA 98104**

You can contact the hearing examiner at (206) 684-0521 or e-mail Hearing.Examiner@seattle.gov

Learn more about the code:

<http://www.seattle.gov/Documents/Departments/HearingExaminer/ResidentialThirdPartyBillingQuestionsandAnswers.pdf>

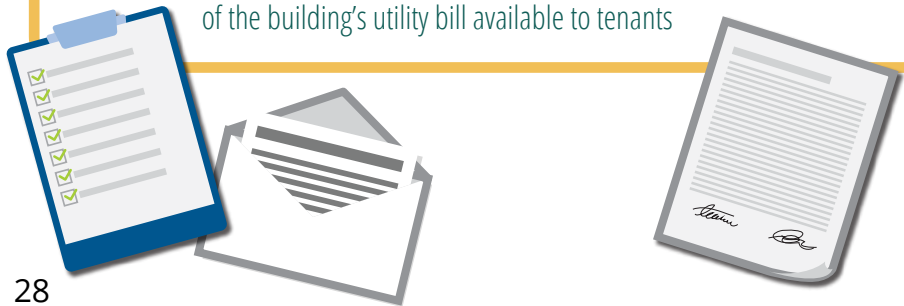


What should a tenant's utility bill include?

In some rentals, you pay for utilities (such as water) to the landlord or a billing company, rather than directly to the utility. The City's *Third Party Billing Ordinance* protects renters who pay a landlord or a billing company for water, sewer, garbage, or electrical services in residential buildings with 3 or more units.

What should a tenant's utility bill include?

- The name, business address, and telephone number of the landlord or third-party billing agent, whichever one sent the bill to the tenant
- The basis for each separate charge, including service charges and late fees, if any, as a line item, and the total amount of the bill
- If the units are sub-metered (each unit has its own meter), the current and previous meter readings, the current read date, and the amount consumed
- The due date, the date upon which the bill becomes overdue, the amount of any late charges or penalties that may apply, and the date upon which such late charges or penalties may be imposed
- Any past-due dollar amounts
- The name, mailing address, and telephone number for billing inquiries and disputes, the business hours and days of availability, and the process used to resolve disputes related to bills
- When billing separately for utilities, Landlords must: provide an explanation how the bill is calculated and common area utility costs are distributed; notify residents of changes to billing practices; make a copy of the building's utility bill available to tenants



Common Examples of Utility Billing

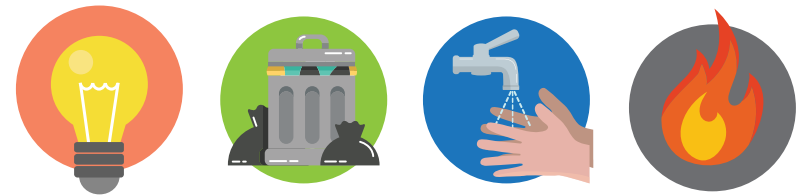
The way your utilities are billed should be explained in your rental agreement. Here are some common ways tenants pay for utilities.

Renting a single-family home with gas, electric, and water/sewer/garbage accounts not included in rent.

Electric: Tenant has bill in their name, and pays the bill directly to SCL

Gas: Tenant has bill in their name, and pays the bill directly to PSE

Water, Sewer, Garbage: Bill is in property owner's name, but a copy of the bill is sent to the tenant, and the tenant pays the bill directly to SPU



Unit in an apartment building with utilities not included in rent.

Electric: Tenant has the bill in their name and pays the bill directly to SCL

Water, Sewer, Garbage: A third party company uses the information on the building's SPU bill and divides it proportionally to building units based on the number of people on the lease. The tenant pays their portion of the bill to the third party company.



WHILE YOU RENT

Both you and your landlord have rights and responsibilities according to your rental agreement, City regulations and State law. Most of these are common sense things and require all parties to act in good faith. In addition, State law requires that your landlord provide you with information from the Department of Health about mold and information about fire safety. Larger multi-family buildings must have a diagram showing emergency evacuation routes.

TIP: Keep in mind you have a business relationship with your landlord where both of you can be significantly impacted by the actions of the other person. Follow these important guidelines.

- Maintain your important documents such as the rental agreement, move-in checklist, and your Renter's Handbook
- Keep communication clear and respectful
- Document important communication in writing

Landlord Duties



- Maintain the building and its structural components
- Make timely repairs
- Maintain common areas such as lobbies, stairs, and hallways
- Control pests
- Provide operating smoke and carbon monoxide detectors
- Provide secure entry locks and keys
- Provide common garbage, recycle, and food waste containers



Tenant Duties

- Pay rent on time and follow the rules of the rental agreement
- Keep the rental unit clean and sanitary
- Maintain smoke and carbon monoxide detectors
- Prevent illegal or hazardous activity in the rental unit
- Observe quiet hours
- Operating plumbing, electrical, and heating systems properly
- Dispose of garbage, recycle, and food waste properly

Good to Know!

Your landlord must provide an alternative payment method if you can't pay your rent electronically.

TIP:

Remember to get a receipt for your rent!

Repairs



Your rental agreement should state clearly who you contact for emergencies and repair requests. Reporting needed repairs promptly is important as you could be held financially responsible for the damage caused by delayed repairs you failed to report.

State law requires you make a repair request in writing. It's a good practice to create a record of the repair request which then obliges the landlord to respond. You can also call the landlord if it helps expedite the issue, but make sure there is a written request as well.

The landlord is required to start repairs within:

- 24 hours if you are without water, electricity, or heat during the winter, or if there is a life/safety issue
- 72 hours if your appliances are not working or you have a major plumbing issue with your sink or bathtub
- 10 days for any other repair request

If your landlord does not respond or refuses to make a necessary repair, you can contact the Renting in Seattle Helpline at (206) 684-5700.

- For emergencies like no power or water, an inspector will try to inspect your unit on the same day or next business day and contact the landlord immediately
- For other issues, an inspector will call to make an appointment with you to inspect your unit for housing violations, usually within five to ten business days
- The inspector will then prepare a notice directing the landlord to make the repairs

While it may seem justified to withhold rent when your landlord is not responsive nor making necessary repairs, it is not advisable. Though the State's Residential Landlord Tenant Act discusses repair and deduct remedies for tenants, it is a very specific process and a big risk to withhold rent because the landlord might choose to evict for non-payment. Make a complaint to the City by calling the helpline and consult an attorney before exercising any rights that potentially jeopardize your tenancy

Adding Roommates



Seattle housing can be expensive and finding an affordable place to call home can be a real challenge. You can add roommates to your household which may help if you struggle to pay your housing costs.

Be cautious when adding a new roommate, it could prove complicated and difficult removing them if it does not go well. Remember, everyone who pays rent has rights whether they are on the rental agreement or not.

Additionally, your tenancy could be jeopardized if the landlord decides to evict your roommate. It's good practice to work with your landlord when you want to bring in a roommate.

You can add:

- Immediate family
- One additional non-family roommate
- Immediate family of the additional roommate
- Any other roommates that the landlord agrees to
- Not to exceed legal occupancy standards

Immediate family is broadly defined to include:

Spouses, domestic partners, former spouses, former domestic partners, adult persons related by marriage, siblings, persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, and persons who have a parent-child relationship, including parents, stepparents, grandparents, adoptive parents, guardians, foster parents, or custodians of minors.

For purposes of this definition, "dating relationship" means a social relationship of a romantic nature. Factors a court may consider in determining the existence of a dating relationship include: (a) the length of time the relationship has existed; (b) the nature of the relationship; and (c) the frequency of interaction between the parties.

There are important steps and timelines you must follow to add a roommate. You must inform your landlord in writing within 30 days of adding someone to your household. Your landlord can screen the new household member using the same screening criteria originally used for your rental application.

- A non-family roommate (a) can be screened and (b) can be denied occupancy based on screening
- Immediate family (a) can be screened and (b) cannot be denied occupancy. Screening charges are allowed in compliance with the *Rental Agreement Regulation Ordinance* (SMC 7.24) and the state landlord tenant act.
- The landlord can require a non-family roommate to join the rental agreement with 30-days written notice.
- If the roommate does not join the rental agreement in 30 days, they must vacate within 15 days. (45 days total)
- Immediate family cannot be required to join a rental agreement nor be denied occupancy.

Except for a screening fee, no other move-in charges can be applied to the added household member. All original terms of the rental agreement remain the same.



Notices from Your Landlord



There are several kinds of notices you can receive from your landlord, some more urgent than others.

- Consider any written notice from the landlord important and worth your immediate attention. Review it right away and take quick action if necessary.
- Notices requiring action usually provide a short window of time to comply. Not responding in time may lead to serious consequences, such as eviction.
- Notices from your landlord must comply with City regulations.
- Notices that impact tenants' rights such as:
 - Notices to terminate, quit, comply and/or vacate
 - Notice to increase housing costs (rent etc.)
 - Notices to enter must include the following language:

If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684- 5700 or visit the web site at www.seattle.gov/rentinginseattle.

Notices that attempt to terminate a tenancy such as a 14 Day Pay or Vacate, 10 Day Comply or Vacate etc. must additionally include the following language:

RIGHT TO LEGAL COUNSEL: CITY LAW PROVIDES RENTERS WHO ARE UNABLE TO PAY FOR AN ATTORNEY THE RIGHT TO FREE LEGAL REPRESENTATION IN AN EVICTION LAWSUIT.

Your rental unit must be registered with the City before your landlord can issue a notice unless the unit is exempt.

Call the Renting in Seattle Helpline (206) 684-5700 if you would like assistance reviewing a notice. You can also call 2-1-1 for information about free or low-cost legal services. The following are the most common types of notices.



Notice of a Housing Cost Increase



"Housing costs" include rent and any monthly fees you pay your landlord, like storage or parking. Utility charges based on usage are not included in this type of notice unless your landlord transfers responsibility for utility bills to you. If you already pay for utilities, but there is a change to billing like a switch to a different company your landlord is required to provide you with a 30-day notice to change your rental terms.

If you have a lease for a specific term, the landlord cannot change your housing costs for the duration. If your rental agreement gives you the choice to stay as a month-to-month tenant at the end of the term, and the landlord wants to increase your housing costs at that time, the landlord must send you a housing cost increase notice before the term expires.

- The landlord must give you written notice a minimum of 180 days prior to a housing cost increase.
- The notice must include required language (see pg. 36) about where a tenant can find information about their rights
- Call the Renting in Seattle Helpline as soon as you receive a notice of increase to determine if it is valid. Paying the new rent amount may imply you agreed to the increase.
- Increases must coincide with the start of a rental period. If your rent is due on the 1st and your landlord gives you a 180 day notice on January 5th, the earliest the increase could take effect would be August 1st to allow for the full notice requirement.
- No increase can take effect if your rental unit does not meet the minimum housing code requirements under the *Rental Registration and Inspection Ordinance*. See www.seattle.gov/rrio and search under rental registration. You must notify your landlord in writing and contact the Renting in Seattle Helpline to schedule an inspection prior to when the increase goes into effect.

Economic Displacement Relocation Assistance ordinance (EDRA)

Income-qualified tenant households (at or below 80% AMI) whose housing costs are raised by 10% or more in a year, may be eligible for relocation assistance to move.

Household	1	2	3	4	5	6	7	8
Income	\$66,750	\$76,250	\$85,800	\$95,300	\$102,950	\$110,550	\$118,200	\$125,800

- Households that apply must have a notice of housing cost increase dated July 1, 2022 (or later).
- The 10% increase can be a single increase or a combination of increases that take effect within the same 12 month period.
- Relocation assistance is approximately 3x monthly housing cost and is advanced by the City to qualified households.
- To learn more or to apply for EDRA visit www.seattle.gov/rentinginseattle/edra or call the helpline if you do not have access to the internet.

Notice of Changes to the Terms of Your Rental Agreement

If you signed a lease, the terms cannot change until the lease expires unless both you and your landlord agree otherwise. If you have a month-to-month rental agreement, the landlord can change the terms with a notice 30 days before the start of a new rental period.

Changes might include rules around smoking, guests, or pets to name some examples. Any changes that increase your housing costs must comply with the housing cost increase notice requirements.



Notice of Intent to Enter

Your rental agreement gives you the right to control access to your home. That means the landlord cannot enter without proper notice unless there is an emergency situation. The landlord has a right to seek access for making repairs, inspections, or showing the unit to prospective tenants or contractors. Your landlord needs to give you:

- At least 2 days' notice for agreed upon or necessary repairs or inspections
- At least 1 days' notice for showing the unit

Notices to enter must include:

- The date the landlord wants to come in
- The earliest and latest time that they may arrive
- A telephone number you can call in case you do not wish to allow them entry on the date or time in the notice

If the date or time does not work for you and you have a valid reason for not wanting to give the landlord access, you should provide dates and times that will work. A valid reason might be that you have already planned a family event in your home at that time or you want to be there during the access and need more notice to take time off work.

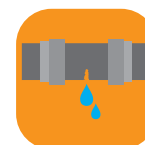
Your landlord could issue you a 10 Day Notice to Comply if you fail to grant reasonable access.

TIP:

The law requires both parties to be reasonable and act in good faith. You and your landlord should make every effort to have clear, respectful communication. Consider the other person's needs, and find agreement on the reason, time, and manner to enter your home. Make sure you document the communication to show you have been co-operative.

In cases of an emergency, a landlord can enter the tenant's unit without notice. Examples of an emergency may include:

- A major plumbing leak
- A fire
- Police wellness check of the tenant (that requires the landlord to allow officers to enter the unit)



In cases of abandonment, a landlord can enter if they have given notice to enter and received no response after several attempts and evidence exists to reasonably indicate abandonment.

Evidence of abandonment include two or more of the following:

- Your landlord has not received a rent payment
- Your mail has not been collected
- Your utilities have been disconnected for non-payment

Notice to Comply or Vacate (10 Days)

A landlord will use a 10-day notice when you violate the rental agreement. Examples might include:

- Smoking in a non-smoking unit/building
- Keeping a pet when no pets are allowed
- Creating loud noise during quiet hours



The notice needs to state clearly what you have done to violate the rental agreement and what you need to do to comply with the notice. The 10-day period for compliance includes weekends. If you are a month-to-month tenant, receiving 3 or more 10-day notices in a 12-month period can be a just cause reason for the landlord to terminate your rental agreement with 20 days notice.

Notice to Pay or Vacate (14 Days)

A landlord will use a 14-day notice when rent, utilities, or installment payments are late. Those are the only charges permitted on this type of notice. It allows a very small window of time to pay what you owe.

- You should do whatever you can to pay within that time.
- If you anticipate not being able to pay your rent on time, it is usually best to let your landlord know beforehand. Your landlord may even consider agreeing to a payment plan. You have nothing to lose by asking the landlord to work with you; the worst that can happen is that your landlord says no. Often, your landlord will appreciate you being proactive when you have an issue paying your rent if it is not an ongoing problem.
- If you need help with paying your rent, call 2-1-1 for a list of resources that may be able to help. See pledges of rent assistance on pg. 42. If you can secure some financial help from a third party, it may also give you a little extra time.

Tip:

Pay attention to the date rent is due on your rental agreement. Rent is usually due on the first of the month. It's common to see late fees assessed on the third or fifth day. This does not mean you get a "grace period" which is a common misconception some renters have. It just means you can't be charged a late fee until then. You can receive a 14-day notice any time after midnight of the day the rent is due.

Notice to Quit for Waste or Nuisance (3 Days)

A landlord will use this 3-day notice in very serious situations, like when criminal activity occurs on the property or severe damage is caused to the rental unit. There is no cure for this notice; the only way to comply is to move out or secure an attorney immediately to defend you in an eviction lawsuit.

Landlords must provide a copy of notices for criminal activity to the Seattle Department of Construction and Inspections. There needs to be clear evidence that this type of notice is appropriate for the circumstances.



Notice to Terminate Tenancy for Just Cause

There are specific just cause reasons a landlord can use to terminate a month-to-month rental agreement in Seattle. The notice period required depends on the specific just cause.

The *Just Cause Eviction Ordinance* is discussed under the 'Moving Out' section pg. 46.

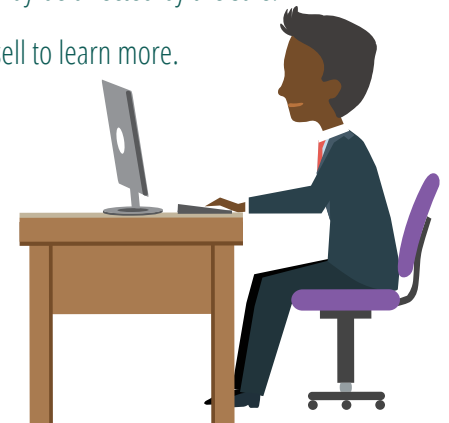
Notice of Intent to Sell

Owners of properties with two or more rented units, with at least one unit rented at 80% AMI (average median income) must notify Seattle Office of Housing of their intent to sell at least 90 days before listing the building.

The City, in partnership with the Seattle Housing Authority and community providers, can use the notification information to evaluate properties and deploy a range of property preservation tools, including incentives and acquisition.

This also provides notice to tenants who may be affected by the sale.

Visit www.seattle.gov/housing/intent-to-sell to learn more.



Pledges of Rent Assistance

If you are behind on rent and receive a 14-day notice to pay or vacate, your landlord must accept a written pledge of payment from a third party. A third party can be a church or a non-profit.



- The pledge must be in writing
- The pledge must be received before the 14-day notice expires
- The source must commit to paying the pledge within 5 days
- The source must not commit the landlord to anything other than providing information for payment
- The payment must be enough to allow you to become current on all costs on its own or in combination with other sources of income or subsidies



Good to Know!

There are additional state laws that require landlords accept pledges of assistance even after a 14- day notice expires right up through the eviction court process. These protections are not enforced by the City. (See RCW 59.18.410)



Domestic Violence Victim Protection

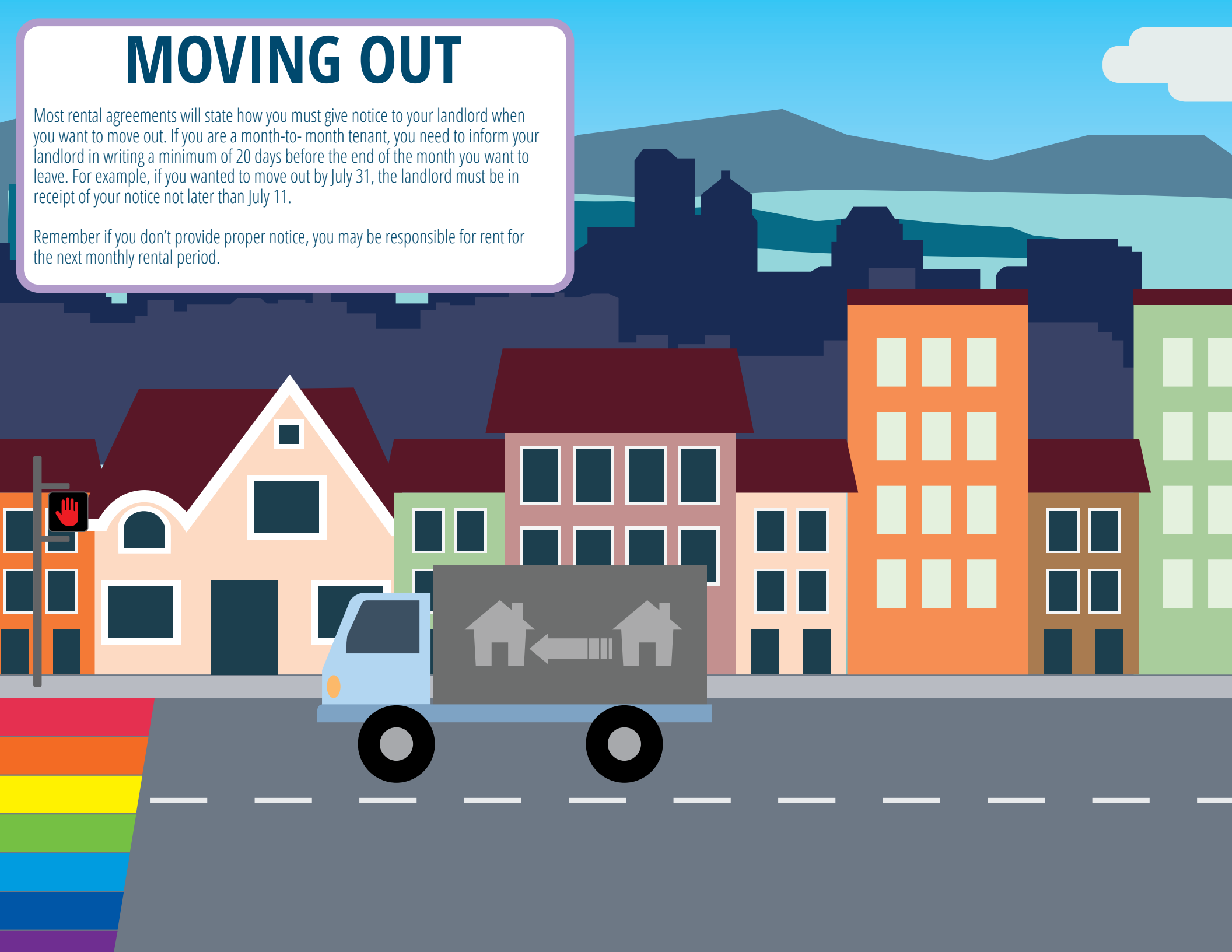
- Tenants experiencing domestic violence cannot be held liable for damages to their rental unit caused by their abuser.
- The tenant must provide documentation to the landlord that they or an occupant was a victim of domestic violence and the perpetrator caused the damage.
- The documentation must be signed by a qualified 3rd party - Seattle Police Department, Licensed mental health professionals, domestic violence program advocates, clergy, social service case managers.



MOVING OUT

Most rental agreements will state how you must give notice to your landlord when you want to move out. If you are a month-to-month tenant, you need to inform your landlord in writing a minimum of 20 days before the end of the month you want to leave. For example, if you wanted to move out by July 31, the landlord must be in receipt of your notice not later than July 11.

Remember if you don't provide proper notice, you may be responsible for rent for the next monthly rental period.





Ending the Rental Agreement

If your landlord unexpectedly issues you a notice to terminate your rental agreement, review it right away. Notices given in the City of Seattle must comply with City regulations. For help to review and to understand if it complies with city regulations, call the Renting in Seattle Helpline at (206) 684-5700.

- If you are a month-to-month tenant or you have a lease that automatically converts to a month-to-month agreement your landlord must give you a *just cause* reason to terminate your tenancy.
- If you have a terminating lease agreement, the landlord must make a reasonable renewal offer 60-90 days prior to the expiration date or give a just cause not to.

Just Cause Eviction Ordinance

Seattle's *Just Cause Eviction Ordinance* prevents arbitrary eviction of renters. It requires landlords to have a legal reason or *just cause* if they want terminate to your month-to-month rental agreement or decline to renew your lease. Your landlord must give you a written notice commonly called a *Notice to Terminate Tenancy* and state the specific just cause. The amount of advance notice depends on the specific cause. Unless otherwise stated, a minimum of 20 days' notice before the end of the rental period is required. The following are the only just cause reasons your landlord can terminate your month by month rental agreement.

- Late rent: you receive a 14-day notice to pay or vacate and fail to comply.
- Habitual failure to pay rent on time. You receive 4 or more 14-day pay or vacate notices in the most recent 12-month period for late rent.
- Violation of your rental agreement: You receive a 10-day notice to comply with the rules of your rental agreement or vacate and you fail to comply.

- Habitual failure to comply with your rental agreement. You have received 3 or more 10-day notices to comply or vacate in the most recent 12-month period for failure to comply with the rules of your rental agreement.
- Your landlord or a member of their immediate family needs to move into your unit. This requires a 90-day notice. Your landlord can be required by the City to certify (sign a sworn declaration) if they use this just cause and you suspect they do not intend to occupy your unit or move a qualified family member in when you move out.
- Your landlord wants to sell the unit you rent. This requires a 90-day notice and only applies to single-family dwelling units, defined by City code as detached structures that contain one dwelling unit. If you live in a condo, apartment, duplex, triplex, or townhome, your landlord cannot use this as a just cause reason to end your rental agreement.
- Your occupancy of a unit depends on being employed on the property and your employment is terminated. This would typically apply to property managers who live on site.
- Your landlord rents a portion of their own home or an accessory dwelling unit to their own home and no longer wishes to share with you.
- Your landlord wants to substantially remodel your unit or the building where you live displacing you permanently. This requires your landlord to apply to the City for a relocation license which is approximately a 6-month process. The license requirements include giving you an information packet and paying you relocation assistance if your income is at or below 50% of the median income for King County. For more details, read the tenant relocation assistance webpage at www.seattle.gov/rentinginseattle.
- Your landlord wants to demolish the property where you live or change the use to non-residential. This requires a relocation license the same as displacement from a substantial remodel. See above.
- Your landlord wants to change the use of the building to non-residential. This requires a relocation license the same as displacement from a substantial remodel. See above.

- Your landlord wants to convert your unit to a condo or a co-op. These conversions require their own procedure under the *Condominium Conversion Ordinance and Co-operative Conversion Ordinance* SMC 22.903.030 and SMC 22.903.035.
- Your landlord receives a notice of violation for housing standards in a permitted accessory dwelling unit and wants to discontinue renting it. The landlord must pay you relocation assistance in the amount of \$2,000 or the equivalent of 2 months' rent two weeks before you move out.
- Your landlord receives a notice of violation for an unauthorized housing unit, commonly called an "illegal unit," and must discontinue renting your unit. The landlord must pay you relocation assistance of either \$2,000 or the equivalent of 2 months' rent 2 weeks before you move out.
- Your landlord must reduce the number of renters in a dwelling unit to comply with the legal limit. This requires a 30-day notice and payment of relocation assistance of \$2,000 or the equivalent of 2 months' rent 2 weeks prior to move out.
- Your landlord is issued an emergency order by the City to vacate and close your housing unit due to hazardous conditions. The notice requirement depends on the specific circumstances of the emergency, but it is always a very short period of time. You may get relocation assistance if the emergency condition is found to be the landlord's responsibility. Relocation assistance is adjusted for cost of living each year.
- Your landlord issues you a *3 Day Notice to Quit* for engaging in criminal activity on the property. The landlord must specify the crime and facts supporting the allegation in the notice of termination and provide a copy to the City.



Good to Know!

Your just cause rights cannot be waived. Any rental agreement that attempts to do so is unenforceable.

It is a violation of the *Just Cause Eviction Ordinance* for a landlord to rely on a just cause reason to end a rental agreement and fail to follow through, whether that means not moving into the unit, not listing it for sale, etc. Fines and penalties will apply, and renters have the right to sue for \$2,000 in damages in Small Claims Court.

Notices to terminate a tenancy must include specific language (see pg 36) and information. If you receive a notice, contact the Renting in Seattle Helpline at (206) 684-5700 for help to determine if it is a proper notice.

Defenses to eviction

Winter Eviction

The winter eviction defense exists to protect vulnerable renters in Seattle from being made homeless during the coldest weather months. Between December 1st and March 1st moderate income households can rely on this defense to eviction except for the following:

- The landlord owns less than four rental units within the City of Seattle.
- The owner or a member of their immediate family needs to occupy the rental unit
- The owner wishes to sell the rental unit
- The City requires the owner to discontinue renting the unit (for various reasons). In some cases displaced tenants are paid relocation assistance is required to discontinue renting the unit by the City
- The owner issues a 3 Day Quit notice for criminal activity, nuisance/waste or for posing an imminent threat to healthy and safety and filed a copy with the City.

If you need help with rent or moving assistance call 2-1-1 for a comprehensive referral list to agencies with funds and other resources.

School Year Eviction

If your household has students (daycare - high school), educators, or educational support staff, you may raise this as a defense to eviction during the Seattle School District calendar year. The following exceptions apply:

- The owner or their immediate family needs to occupy the rental unit
- The City requires the owner to discontinue renting the unit for various reasons (in some cases displaced tenants are paid relocation assistance)
- The City requires an owner to reduce the number of tenants in a unit.
- The owner issues a 3 Day Quit notice for criminal activity, nuisance/waste or for posing an imminent threat to healthy and safety

Covid-19 related economic hardship

- * During the first six months following the end of the moratorium
- * Experienced during the Civil Emergency period

Other Eviction Defenses

Exist in City code typically due to some failure by the landlord, such as failure to register the rental property, or failure to certify a just cause termination, as examples.





Unlawful Detainer Eviction

An eviction, or unlawful detainer, is the legal process a landlord must follow to ask a court to restore their possessory right to a rental unit. It is illegal for a landlord to attempt to evict a tenant without going through the unlawful detainer process. Actions like changing the locks, removing tenant's belongings, or disconnecting utilities are all strictly prohibited.

Before the court process can begin, the landlord must first give you a notice. The notice may attempt to end your rental agreement for just cause, collect late rent, or enforce the rules of your rental agreement. See types of notices on pg.36. If you fail to comply with a valid notice, the landlord can then proceed with an unlawful detainer lawsuit which asks the court to restore possession of the rental unit to the owner.

The landlord must attempt to serve you a court document called summons and complaint that explains the just cause reason or reasons they have to evict you. Often it will ask for legal costs in addition to the eviction order..

It is extremely important that you seek advice from a qualified attorney immediately after receiving a summons and complaint. The document will contain a deadline for your response. If you do not respond by that deadline, you could be evicted by default.

The City partners with the Housing Justice Project to provide a right to counsel for any tenant household being evicted that can't afford an attorney.

To access your right to counsel, you can contact HJP in four different ways: Complete an online form on www.kcba.org to request legal assistance. Call (206) 267-7069 to leave a message. Email hjpstaff@kcba.org. Visit our walk-in legal clinics at the King County Courthouse in Seattle.

Return of Your Security Deposit

When you move out, you must return the rental unit to the same condition as when you rented, except for reasonable wear and tear. Reasonable wear and tear naturally occurs over time through normal usage. Examples are paint fading, scuff marks on linoleum, wear patterns on carpet, etc. Damage, on the other hand, generally occurs suddenly and as a result of negligence, misuse, or by accident. Examples are holes in the wall, broken windows, or burn marks on surfaces.

Your landlord must use the checklist you both signed at the time you moved in to determine if you are responsible for damage to the unit. The landlord is not required to do an exit walk-through with you, but you can ask for one if you think it's useful. It's always a good idea to take pictures of the unit to document the condition you returned it in, including cleanliness. If your landlord charged you for cleaning when you moved in, you cannot be charged for cleaning at move out. If you owe outstanding utility charges, your deposit may be used to cover those.

1. Your landlord has 21 days from your move-out to return your deposit and /or provide you with a statement specifying the basis for retaining any portion of your deposit. Be sure to return all keys to clearly signal that you are restoring possession to the owner.
2. If the landlord needs additional time to get quotes for repair or for a final utility bill to arrive, they must notify you within the 21-day period.
3. Your landlord must consider depreciated value when calculating deductions for damage. For example, the age, condition and useful life remaining of flooring, appliances etc. must be factored into assessing charges for damage.
4. It's your responsibility to provide your landlord a correct mailing address for your deposit refund. If you don't, the landlord must use your last known mailing address.



Final Thoughts

Our homes are fundamental to our sense of security and quality of life. Regulations and fair housing laws exist to protect your right to a safe and healthy environment where you are entitled to the quiet enjoyment of your home.

Having a positive business-like relationship with your landlord contributes to the stability of your rental agreement. Sometimes when conflicts arise, you may have reason to seek information, guidance and even intervention. The Renting in Seattle Helpline (206) 684-5700 is your valuable resource for help whether you are just looking for information or you are ready to make a complaint.

The City protects your ability to exercise your renter rights. Your landlord cannot prevent you from communicating and organizing with other tenants in your building, distributing leaflets or holding meetings. Retaliation by your landlord for exercising your housing rights is strictly prohibited and could result in fines, penalties and/or investigation.

We hope this Renter's Handbook is a useful reference tool. Being informed about your rights and responsibilities is important for the success of your renting experience. Everyone deserves a happy and healthy home.



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HELPLINE: (206) 684-5700
www.seattle.gov/rentinginseattle





For City of Seattle Staff Use

Type of ID _____ Date Verified _____ Verified by _____

RESIDENTIAL ELECTRIC SERVICE APPLICATION

To Open a Seattle City Light Account: First bill will include \$21.00 Setup Fee

✓ Application must be filled out completely

✓ Fax application to (206) 684-3347 or Mail In

✓ **New Seattle City Light Customers** identity must be validated through one of the following options:

- Property owner/agent signs and dates the section below for tenant **or**
- Tenant visits one of our City of Seattle Service Centers in person **or**
- Tenant attaches a licensed notary statement **or**
- Tenant calls (206) 684-3000

To Open a City Light Account: For late notification, accounts will be opened the date the application is received.

New Address:

Apt No:

Move In Date of Occupancy:

Will You: ☐ Own

If renting please provide the following information of the Owner/Agent for this property

☐ Rent

Name:

Address:

Phone:

Tenant(s) or Occupant Information:

Primary Customer Information

Full Name:

Daytime Phone:

Email:

Cell Phone:

Mailing Address:

Employer:

Customer's previous address:

Co-Occupant Information:

Full Name:

Daytime Phone:

Cell Phone:

Please Check a Meter Reading Option to Open Your Account:

☐ Estimate my Meter Reading

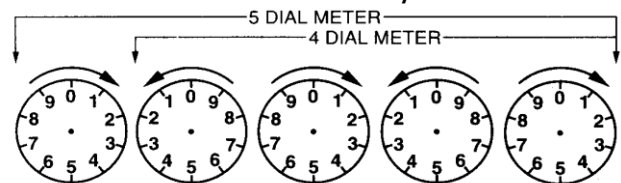
☐ I am providing my Meter Reading (Use Meter Picture):

Electric Meter Number _____

Date Meter Read _____



Mark the dials exactly as viewed



Property Owner/Agent(s) complete this section for rental unit:

I (**print name**) _____ declare under penalty of perjury under the laws of the State of

Washington that the foregoing is true and correct.

I am the ☐ **Owner** ☐ **Agent** for the property located at _____

I am submitting this application on behalf of the above listed tenant(s) whose identity I have verified in compliance with the Federal Trade Commission Red Flag Rules and the City of Seattle's Identity Theft Prevention Program.

Signature of Owner/Agent _____

Daytime Phone _____

Date _____

Property Owner/Agents Only: Request for Notification of Tenant Delinquency

☐ **Yes-** Please notify me if the electric bill for the tenant(s) account listed above becomes delinquent. I am the owner or authorized agent for this property. **I understand that notifications will be sent to the same address as the Vacancy Bills for this property.**

☐ **No-** I do not wish to be set up for Tenant Delinquency Notification.

For more information on Notification of Tenant Delinquency go to http://seattle.gov/light/accounts/ac4_td.htm



TRANSLATIONS

For copies of this document in Amharic, Cambodian, Chinese, Korean, Laotian, Oromiffa, Russian, Somali, Spanish, Tagalog, Thai, Tigrinya and Vietnamese, visit SDCI's website at www.seattle.gov/dpd/rentinginseattle or call (206) 684-8467.

This summary of Washington state and City of Seattle landlord/tenant regulations must be provided to tenants by owners of residential rental property located in Seattle on at least an annual basis. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. For legal advice, please consult an attorney.

October 2018

Seattle Landlord-Tenant Laws

OBLIGATIONS OF LANDLORDS

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

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

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

OBLIGATIONS OF TENANTS

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

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

THE JUST CAUSE EVICTION ORDINANCE

This ordinance requires landlords to have good cause in order to terminate a month-to-month tenancy. It specifies the only reasons for which a tenant in Seattle may be required to move, and requires owners to state the reason, in writing, for ending a tenancy when giving a termination notice. A property owner cannot evict a tenant if the property is not registered with the City of Seattle. Unless otherwise noted, an owner must

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give a termination notice at least 20 days before the start of the next rental period. Good causes include:

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

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

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

For additional information on the Just Cause Eviction Ordinance, call SDCI at (206) 615-0808 or visit the SDCI website at www.seattle.gov/sdci.

ACTIONS CONSIDERED TO BE HARASSMENT OR RETALIATION

City law prohibits retaliatory actions against either a tenant or a landlord.

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

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

In most instances the law assumes that a landlord is

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

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

1. Changing or adding locks on unit doors
2. Removing owner-supplied fixtures, furniture, or services
3. Willfully damaging the building

For more information or to file a complaint, call SDCI at (206) 615-0808.

DEFINITION OF TENANT

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

DEFINITION OF HOUSING COSTS

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

INCREASE IN HOUSING COSTS

In the City of Seattle, a landlord must give a tenant 30 days' advance written notice of an increase in housing costs (rent, parking, storage, and other fees associated with the rental) of less than 10%; 60 days' notice is required for increases of 10% or more. An increase can only begin at the beginning of rental period, typically at the beginning of the month. These notices must include information about how the tenant can access information about their rights and responsibilities

A landlord cannot increase housing costs for any housing unit that does not meet the minimum habitability standards of the Residential Rental Inspection Program. (http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/s048492.pdf)

Property owners and developers cannot increase housing costs to avoid applying for a Tenant Relocation License where a rental property is going to be demolished, rehabilitated, changed in use, or where use restrictions are going to be removed. (<http://www.seattle.gov/dpd/codesrules/commonquestions/tenantrelocation/default.htm>)

THE RENTAL AGREEMENT REGULATION ORDINANCE

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

Rent Increases

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

Prohibited Rental Agreement Provisions

Month-to-month rental agreements, whether verbal or in writing, cannot require a tenant to stay beyond the initial period of the agreement. A landlord cannot withhold a deposit or impose other penalties solely on the basis that a tenant moves out at the end of the initial rental period.

However, a tenant who desires to terminate a month-to-month tenancy must provide the landlord with a written notice at least twenty (20) days in advance of the end of a rental period. Landlords are not obligat-

ed to pro-rate rent when a tenant moves out after the beginning of a rental period.

Security Deposits

If a landlord wishes to collect a security deposit, the deposit and its amount must be identified in a written rental agreement. The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Additionally, the landlord must prepare and provide a tenant with a written checklist or statement describing the condition, cleanliness, and existing damage of the tenant's housing unit at the commencement of the tenancy. This statement must be signed and dated by the landlord and the tenant. The landlord must provide a copy of the checklist to the tenant for the tenant's records, and, upon request, one free replacement copy.

All security deposits must be placed in a trust account and the landlord must provide the tenant with the name, address, and location of the depository. The landlord must inform the tenant of any subsequent changes of the location of the deposit.

Security deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Damage Deposits

A landlord can charge a pet damage deposit, but it cannot exceed 25% of the first full month's rent. A pet damage deposit cannot be required for an animal if it serves as an assistance animal to the tenant. However, the tenant is responsible for any damage created by the tenant's assistance animal or the assistance animal of a guest of the tenant. A pet damage deposit may be charged in addition to any security deposit.

An agreement to pay a pet damage deposit must be included in a written rental agreement or in a written addendum to the agreement, identify the amount of the deposit, and allow the tenant to pay the deposit in installments if requested by the tenant.

If the pet's occupancy begins at the commencement of the tenancy, the deposit must be identified in the rental agreement. If the pet's occupancy begins after the commencement of the tenancy, the landlord must provide a written addendum to the rental agreement.

A landlord may not retain any portion of a pet damage deposit for damages not caused by the pet for which the tenant is responsible.

Pet damage deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Rent

The payment of rent to keep a pet is allowed.

Parking Unbundling

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

Move-in Fees

Move-in fees are by state and city definition non-refundable.

Allowable move-in fees are limited to the cost of obtaining a tenant screening report, criminal background check, or credit report and to pay to clean the rental unit upon termination of a tenancy.

The cost for obtaining a tenant screening report cannot exceed the customary cost for obtaining such a report in the City of Seattle; a Landlord cannot charge a tenant more than the report's actual cost. The landlord must provide the tenant a receipt for any fees charged for obtaining the tenant screening report. The landlord must also provide the tenant the name and address of the reporting agency that prepared the report and the prospective tenant's right to obtain a free copy of it.

If the landlord chooses to charge a non-refundable cleaning fee, the landlord may not deduct additional cleaning fees from the tenant's security deposit at the end of a tenancy.

Landlords are prohibited from charging any one-time fee at the beginning of a tenancy other than a security deposit, pet damage deposit, an authorized non-refundable move-in fee, or last month's rent.

Move-in fees cannot exceed 10% of the first full month's rent except in the case where the actual cost for obtaining a tenant screening report, criminal background check, or credit report exceeds 10%, the cost may be included in the non-refundable fee. However, the total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent.

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

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

Installment Payments

Security Deposits and Move-In Fees

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

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

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

A landlord cannot impose any cost on a tenant for an installment plan.

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

Last Month's Rent

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

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

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

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the

payment of last month's rent does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Pet Damage Deposits

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

If a tenant wants to pay a security deposit, move-in fees, a pet damage deposit, or last month's rent in installments, the tenant must request such a payment plan.

Summary of Landlord and Tenant Rights

A landlord must distribute a summary of state landlord tenant law and City of Seattle rental housing codes describing the rights, obligations, and remedies of landlords and tenants under these laws. This requirement can be met by distributing the current version of the Seattle Department of Construction and Inspections Publication *Information for Tenants*. This document must be given to each prospective tenant, to a tenant at the time a rental agreement is offered, and when a rental agreement is renewed. Month-to-month tenants must receive the most current version of this document at least once a year. When a rental agreement is renewed, *Information for Tenants* may be distributed electronically. The current version of *Information for Tenants* can be accessed at: www.seattle.gov/dpd/cms/groups/pan/@pan/documents/web_informational/dpdd016420.pdf

If a landlord fails to distribute the summary in accordance with these requirements, a tenant may terminate the rental agreement by written notice. In addition, the tenant may recover, in a civil action against the landlord, actual damages, attorney fees, and a penalty of up to \$500. If a court determines that the landlord deliberately failed to comply with this requirement, the penalty may be up to \$1,000.

Violations

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

Tenant's Private Right of Action

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

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

The landlord shall be liable to the tenant for:

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

Tenant Waiver of Rights or Remedies

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

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

Exceptions

The provisions of this Ordinance limiting and restricting the amount of charges for security deposits and non-refundable move-in fees, and the payment of security deposits and move-in fees on an installment basis do not apply to a tenant who rents a housing unit in a single-family residence if the residence is the principal

residence of the property owner.

Also, exempted from regulation are the return or retention of a security deposit, the requirement to provide a unit condition checklist, and the requirement to place a security deposit in a trust account and disclose to the tenant the location of the account. However, the Washington State Residential Landlord-Tenant Act still regulates these requirements.

OTHER CITY ORDINANCES THAT AFFECT TENANTS AND LANDLORDS

1. Open Housing and Public Accommodations Ordinance

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

2. Condominium and Cooperative Conversion Ordinances

When a residential building is being converted to condominium or cooperative units, the Condominium and Cooperative Conversion ordinances require a housing code inspection.

Additionally, in a condominium conversion, a tenant must receive a written 120-day notice of the conversion. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive the equivalent of three (3) months' rent in relocation assistance if the tenant's annual income, from all sources, does not exceed 80 percent of the area median income, adjusted for household size. A household which otherwise qualifies to receive relocation benefits and which includes a member sixty-five (65) years of age or older or an individual with "special needs," as defined in the ordinance, may qualify for additional assistance.

In a cooperative conversion, a tenant must receive a 120-day notice of intention to sell the unit. If the

tenant decides not to buy his or her unit, the tenant must be paid \$500.00 in relocation assistance.

Relocation assistance is paid directly to the tenant by the property owner or developer. The assistance must be paid no later than the date on which a tenant vacates his or her unit.

For further information, contact SDCI Code Compliance at (206) 615-0808.

3. Tenant Relocation Assistance Ordinance

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

4. Repair and Maintenance—Housing and Building Maintenance Code

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

5. Third Party Billing Ordinance

This ordinance defines rules for landlords who, by themselves or through private companies, bill tenants for City provided utilities (water, sewer, garbage, electric services) separately from their rent. The ordinance applies to all residential buildings having three or more housing units.

The rules require a landlord or billing agent to provide tenants with specific information about their bills and to disclose their billing practices, either in a rental agreement or in a separate written notice. It is a violation of the ordinance if a landlord imposes a new billing practice without appropriate notice.

A tenant can dispute a third-party billing by notifying the billing agent and explaining the basis for the dispute. This must be done within 30 days of receiving a bill. The billing agent must contact the tenant to discuss the dispute within 30 days of receiving notice of the dispute. A tenant can also file a complaint with the Seattle Office of the Hearing Examiner or take the

landlord to court. If the Hearing Examiner or court rules in favor of the tenant, the landlord could be required to pay a penalty.

6. Rental Registration and Inspection Ordinance (RRIO)

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

The Washington Residential Landlord-Tenant Act

Chapter 59.18 RCW. GOOD FAITH OBLIGATION

State law requires landlords and tenants to act in good faith toward one another.

Most tenants who rent a place to live come under the Washington State Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law.

Residents who are generally not covered by the Act are:

- Renters of a space in a mobile home park are usually covered by the state's Mobile Home Landlord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in transient lodgings such as hotels and motels; residents of public or private medical, religious, educational, recreational or correctional institutions; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling. Tenants who lease a single family dwelling with an option to purchase, if the tenant's attorney has approved the face of the lease. Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.

- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

RIGHTS OF ALL TENANTS

Regardless of whether they are covered by the Residential Landlord-Tenant Act, all renters have these basic rights under other state laws: the Right to a livable dwelling; Protection from unlawful discrimination; Right to hold the landlord liable for personal injury or property damage caused by the landlord's negligence; Protection against lockouts and seizure of personal property by the landlord.

TYPES OF RENTAL AGREEMENTS

Month-to-Month Agreement. This agreement is for an indefinite period of time, with rent usually payable on a monthly basis or other short term period. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is collected, the agreement must be in writing. [RCW 59.18.260]

A month-to-month agreement continues until the tenant gives the landlord written notice at least 20 days before the end of the rental period. In the situation of a conversion to a condominium or a change in the policy excluding children the landlord must provide 90 days written notice to the tenant. [RCW 59.18.200] The rent can be increased or the rules changed at any time, provided the landlord gives the tenant written notice at least 30 days before the effective date of the rent increase or rule change. [RCW 59.18.140]

Fixed Term Lease. A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid. During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree. Leases for longer than one year must be notarized.

ILLEGAL DISCRIMINATION

Federal law prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of race, color, religion, sex, handicap, familial status (having children or seeking custody of children), or national origin. [Fair Housing Act 42 USC s. 3601 et.seq. 1988] State law recog-

nizes protection to the same individuals as well as for marital status, creed, the presence of sensory, mental, or physical disability. If you think you have been denied rental housing or have been the victim of housing discrimination file a written complaint with the Washington State Human Rights Commission. You may also file a complaint with the federal Fair Housing Section of the Department of Housing and Urban Development or your local city human rights department.

LIABILITY

Once a tenant has signed a rental agreement, the tenant must continue to pay the rent to maintain eligibility to bring actions under this act. The tenant should also understand what he or she is responsible for in the maintenance of the property. While the landlord is responsible for any damage which occurs due to the landlord's negligence, the tenant must be prepared to accept responsibility for damages he or she causes. [RCW 59.18.060]

ILLEGAL PROVISIONS IN RENTAL AGREEMENTS

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. [RCW 59.18.230] These include:

- A provision which waives any right given to tenants by the Landlord-Tenant Act or that surrenders tenants' right to defend themselves in court against a landlord's accusations.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

PRIVACY—LANDLORD'S ACCESS TO THE RENTAL [RCW 59.18.150]

The landlord must give the tenant at least a two day written notice of their intent to enter at reasonable times. However, tenants must not unreasonably refuse to allow the landlord to enter the rental where

the landlord has given at least one-day's notice of intent to enter at a specified time to exhibit the dwelling to prospective or actual purchasers or tenants. The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of an emergency, or if the property has been abandoned, the landlord can enter without notice.

DEPOSITS AND OTHER FEES

Refundable deposits

Under the Landlord-Tenant Act, the term "deposit" can only be applied to money which can be refunded to the tenant. If a refundable deposit is collected, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back. [RCW 59.18.260]
- The tenant must be given a written receipt for each deposit. [RCW 59.18.270]
- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy. [RCW 59.18.260]
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord. [RCW 59.18.270]

Non-refundable fees

These will not be returned to the tenant under any circumstances. If a non-refundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A non-refundable fee cannot legally be called a "deposit." [RCW 59.18.285]

LANDLORD'S RESPONSIBILITIES [RCW 59.18.060]

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' health and safety
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather tight condition
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, hot and cold water
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings
- Keep common areas, such as lobbies, stairways

and halls, reasonably clean and free from hazards

- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant
- Make repairs to keep the unit in the same condition as when the tenant moved in—except for normal wear and tear
- Keep electrical, plumbing and heating systems in good repair, and maintain any appliances which are provided with the rental
- Inform the tenant of the name and address of the landlord or landlord's agent
- Supply hot water as reasonably required by tenant
- Provide written notice of fire safety and protection information and ensure that the unit is equipped with working smoke detectors when a new tenant moves in. (Tenants are responsible for maintaining detectors.) Except for single family dwellings, the notice must inform the tenant on how the smoke detector is operated and about the building's fire alarm and/or sprinkler system, smoking policy, and plans for emergency notification, evacuation and relocation, if any. Multifamily units may provide this notice as a checklist disclosing the building's fire safety and protection devices and a diagram showing emergency evacuation routes.
- Provide tenants with information provided or approved by the Department of Health about the health hazards of indoor mold, including how to control mold growth to minimize health risks, when a new tenant moves in. The landlord may give written information individually to each tenant, or may post it in a visible, public location at the dwelling unit property. The information can be obtained at www.doh.wa.gov/ehp/ts/IAQ/mold-notification.htm.
- Investigate if a tenant is engaged in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. [RCW 59.18.180]
- Provide carbon monoxide detectors.

TENANT'S RESPONSIBILITIES [RCW 59.18.130]

A tenant is required to:

- Pay rent, and any utilities agreed upon
- Comply with any requirements of city, county or state regulations
- Keep the rental unit clean and sanitary
- Dispose of the garbage properly
- Pay for fumigation of infestations caused by the tenant
- Properly operate plumbing, electrical and heating

systems

- Not intentionally or carelessly damage the dwelling
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property)
- Maintain smoke and carbon monoxide detection devices including battery replacement
- Not engage in activity at the premises that is imminently hazardous to the physical safety of other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest [RCW 59.18.352]
- When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear

THREATENING BEHAVIOR BY A TENANT OR LANDLORD (RCW 59.18.352 and 354)

If one tenant threatens another with a firearm or other deadly weapon, and the threatening tenant is arrested as a result of the threat, the landlord may terminate the tenancy of the offending tenant (although the landlord is not required to take such action). If the landlord does not file an unlawful detainer action, the threatened tenant may choose to give written notice and move without further obligation under the rental agreement. If a landlord threatens a tenant under similar circumstances, the tenant may choose to give notice and move. In both cases, the threatened tenant does not have to pay rent for any day following the date of leaving, and is entitled to receive a pro-rated refund of any prepaid rent.

MAKING CHANGES TO THE MONTH-TO-MONTH AGREEMENT

Generally speaking, if the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. These changes can only become effective at the beginning of a rental period (the day the rent is due). Notice which is less than 30 days will be effective for the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 120-day notice. [RCW 59.18.200]

MAKING CHANGES TO A FIXED LEASE TERM

Under a lease, in most cases, changes during the lease term cannot be made unless both landlord and tenant agree to the proposed change.

If the property is sold. The sale of the property does

not automatically end a tenancy. When a rental unit is sold, tenants must be notified of the new owner's name and address, either by certified mail, or by a revised posting on the premises. All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

HOW TO HANDLE REPAIRS

A tenant must be current in the payment of rent including all utilities to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. [RCW 59.18.080]

Required Notice [RCW 59.18.070] When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental; the name of the owner, if known; and a description of the problem. After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those required waiting times are: 24 hours for no hot or cold water, heat or electricity, or for a condition which is imminently hazardous to life; 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord; 10 days for all other repairs.

Tenant's Options [RCW 59.18.090] If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

- 1) Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the deposits they would normally get back.
- 2) Litigation or arbitration can be used to work out the dispute.
- 3) The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. [RCW 59.18.100] (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

An Important Note: If the repair is one that has a 10-day waiting period, the tenant cannot contract to have the work done until 10 days after the landlord receives notice, or five days after the landlord receives the estimate, whichever is later.

To follow this procedure a tenant must: Submit a good faith estimate from a licensed or registered tradesperson, if one is required, to the landlord. After the waiting period, the tenant can contract with the lowest bidder to have the work done. After the work is completed, the tenant pays the tradesperson and deducts the cost from the rent

payment. The landlord must be given the opportunity to inspect the work. The cost of each repair cannot exceed one month's rent; total cost cannot exceed two month's rent in any 12-month period.

If a large repair which affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent.

- 4) The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson. The same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.
- 5) Rent in Escrow - After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. It is wise to consult an attorney before taking this action.

ILLEGAL LANDLORD ACTIONS

Lockouts. [RCW 59.18.290] The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information contact your city or county government.

Utility shutoffs. [RCW 59.18.300] The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time. If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff. If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to \$100 per day for the time without service, as well as attorney's fees.

Taking the tenant's property. [RCW 59.18.310] The law allows a landlord to take a tenant's property only in the case of abandonment. A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid. If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to \$100 for each day the property is kept — to a total of

\$1,000. [RCW 59.18.230(4)]

Renting condemned property. [RCW 59.18.085]

The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property.

Retaliatory actions. [RCW 59.18.240 -.250] If the tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action. Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant. The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when the change was received. If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney fees.

ENDING THE AGREEMENT

Proper Notice to Leave for Leases. If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required. If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease term. However, the landlord must make an effort to re-rent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time. [RCW 59.18.310(1)]

Proper Notice to Leave for Leases—Armed Forces Exception. A lease can be terminated when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders, provided the tenant informs the landlord no later than seven days after the receipt of such orders. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent. [RCW 59.18.220]

Proper Notice to Leave for Month-to-Month Agreements. When a tenant wants to end a month-to-month rental agreement, written notice must be given to the landlord.

The notice must be received at least 20 days before the end of the rental period (the day before the rent is due). The day which the notice is delivered does

not count. A landlord cannot require a tenant to give more than 20 days notice when moving out. When a landlord wants a month-to-month renter to move out, a 20-day notice is required (only outside of Seattle). If a tenant moves out without giving proper notice, the law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

Proper Notice to Leave for Month-to-Month

Agreements—Armed Forces Exception. A month-to-month tenancy can be terminated with less than 20 days written notice when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders that do not allow for a 20-day notice. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent. [RCW 59.18.200]

Domestic Violence Protection. If a tenant or a household member is a victim of an incident of domestic violence, sexual assault, unlawful harassment, or stalking, the tenant may terminate their rental agreement without penalty, change the locks on their unit at their own expense, or both. The tenant must notify the landlord in writing that they or a household member were a victim of one of the above crimes and either provide a copy of a valid order for protection or a report of the incident from a qualified third party to the landlord. Qualified third parties include law enforcement officers, court officials, licensed mental health professionals, doctors, and victim advocates. The tenant must terminate the rental agreement within 90 days of the incident leading to the protection order or report to a qualified third party. The protection order or third party's report must be made available to the landlord within 7 days of the tenant moving out of the unit or at the same time the tenant gives notice to the landlord that the locks have been changed. [RCW 59.18.570 - 585]

RETURN OF DEPOSITS [RCW 59.18.280]

After a tenant moves out, a landlord has 21 days in which to return a deposit, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

The rental unit should be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal wear and tear; or damage that existed when the tenant moved in.

The landlord is in compliance if the required payment, statement, or both, are deposited in the U.S. Mail with First Class postage paid, within 21 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

EVICTIONS

For not paying rent. If the tenant is even one day behind in rent, the landlord can issue a three-day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment.

For not complying with the terms of the rental agreement. If the tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies no pets are allowed), the landlord can give a 10-day notice to comply or move out. If the tenant satisfactorily remedies the situation within that time, the landlord cannot continue the eviction process.

For creating a “waste or nuisance.” If a tenant destroys the landlord’s property, uses the premises for unlawful activity including gang- or drug-related activities, damages the value of the property or interferes with other tenant’s use of the property, the landlord can issue a three-day notice to move out. The tenant must move out after this kind of notice. There is no option to stay and correct the problem.

For violations within drug and alcohol free housing. If a tenant enrolled in a program of recovery in drug and alcohol free housing for less than two years uses, possesses, or shares alcohol or drugs the landlord can give a three-day notice to move out. If the tenant cures the violation within one day, the rental agreement does not terminate. If the tenant fails to remedy the violation within one day, he or she must move out and the rental agreement is terminated. If the tenant engages in substantially the same behavior within six months, the landlord can give a three-day notice to move out and the tenant has no right to cure the subsequent violation.

Notice. In order for a landlord to take legal action against a tenant who does not move out, notice must be given in accordance with RCW 59.12.040.

If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an “unlawful detainer” action. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to move a tenant physically out of a unit is by going through the courts and the sheriff’s office.

DESIGNATION OF AN INDIVIDUAL TO ACT ON BEHALF OF A TENANT UPON THE DEATH OF THE TENANT (RCW 59.18.590)

A tenant who is the sole occupant of a dwelling unit can designate a person to act on the tenant’s behalf upon the death of the tenant independently or at the request of a landlord. The designation must be in writing separate from any rental agreement. It must include the designated person’s name, mailing address, an address used for the receipt of electronic communications, a telephone number, and a signed statement authorizing the landlord in the event of the tenant’s death (when the tenant is the sole occupant of the dwelling unit) to allow the designated person to access the tenant’s dwelling unit, remove the tenant’s property, receive refunds of amounts due to the tenant, and to dispose of the tenant’s property consistent with the tenant’s last will and testament and any applicable intestate succession law, and a conspicuous statement that the designation remain in effect until it is revoked in writing by the tenant or replaced with a new designation. The designated person’s right to act on the behalf of the deceased tenant terminates upon the appointment of a personal representative for the deceased tenant’s estate or the identification of a person reasonably claiming to be a successor of the deceased tenant pursuant to law.

ABANDONMENT RELATED TO FAILURE TO PAY RENT [RCW 59.18.310]

Abandonment occurs when a tenant has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the U.S. Postal Service.

How long a landlord must wait before selling abandoned property depends on the value of the goods. If the total value of property is less than \$250, the landlord must mail a notice of the sale to the tenant and then wait seven(7) days. Family pictures, keepsakes and personal papers cannot be sold until forty-five (45) days after the landlord mails the notice of abandonment to the tenant.

If the total value of the property is more than \$250, the landlord must mail a notice of the sale to the tenant and then wait forty-five (45) days. Personal papers, family pictures, and keepsakes can be sold at the same time as other property.

The money raised by the sale of the property goes to

cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one (1) year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant's property and a court later determines there had not actually been an abandonment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

This procedure does not apply to the disposition of property of a deceased tenant. See "Abandonment Related to the Death of a Tenant" below.

ABANDONMENT RELATED TO EVICTION [RCW 59.18.312]

When a tenant has been served with a writ of restitution in an eviction action, the tenant will receive written notification of the landlord's responsibilities regarding storing the tenant's property that is left behind after the premises is vacant. Tenants will be provided with a form to request the landlord store the tenant's property.

A landlord is required to store the tenant's property if the tenant makes a written request for storage within three (3) days of service of the writ of restitution or if the landlord knows that the tenant is a person with a disability that prevents the tenant from making a written request and the tenant has not objected to storage. The written request for storage may be served by personal delivery, or by mailing or faxing to the landlord at the address or fax number identified on the request form provided by the landlord.

After the Writ of Restitution has been executed, the landlord may enter the premises and take possession of any of the tenant's remaining belongings. Without a written request from the tenant, the landlord may choose to store the tenant's property or deposit the tenant's property on the nearest public property. If the landlord chooses to store the tenant's property, whether requested or not, it may not be returned to the tenant until the tenant pays the actual or reasonable costs of moving and storage, whichever is less within thirty (30) days.

If the total value of the property is more than \$250, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After thirty (30) days from the date of the notice, the landlord may sell the property, including personal papers, family pictures, and keepsakes and dispose of any property not sold.

If the total value of the property is \$250 or less, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After seven (7) days from the date of the notice,

the landlord may sell or dispose of the property except for personal papers, family pictures, and keepsakes.

The proceeds from the sale of the property may be applied towards any money owed to the landlord for the actual and reasonable costs of moving and storing of the property, whichever is less. The costs cannot exceed the actual or reasonable costs of moving and storage, whichever is less. If there are additional proceeds, the landlord must keep it for the tenant for one (1) year. If no claim is made by the tenant for the recovery of the additional proceeds within one (1) year, the balance will be treated as abandoned property and deposited with the Washington State Department of Revenue.

See RCW 59.18.312.

ABANDONMENT RELATED TO THE DEATH OF A TENANT (RCW 59.18.595)

When a landlord learns of the death of a tenant who is the sole occupant of a dwelling unit, the landlord must promptly mail or personally deliver a written notice to any known personal representative, designated person, emergency contact person, or known successor to the tenant. The notice must include the name of the deceased tenant and address of the dwelling unit, the approximate date of the tenant's death, the amount of the monthly rent and the date to which it is paid. The notice must include a statement that the tenancy will terminate 15 days from the date the notice is mailed or personally delivered, or the date through which the rent has been paid, whichever is later, unless during this 15 day period a tenant representative makes arrangements with the landlord to pay rent in advance for no more than 60 days from the date of the tenant's death in order to arrange for the removal of the deceased tenant's property, and that the tenancy will be over at the end of the period for which the rent has been paid. The notice must also include a statement that failure to remove the tenant's property before the tenancy is terminated or ends will permit the landlord to enter the dwelling unit and take possession of any property found on the premises, store it in a reasonably secure place, and charge the actual or reasonable costs, whichever is less, for moving and storage of the property, and that after appropriate notice, sell or dispose of the property as provided for in law. A copy of any designation of a person to act on the deceased tenant's behalf must be attached to the notice.

The landlord must turn over possession of the tenant's property to a tenant representative upon receipt of a written request if this request is made prior to the termination or end of the tenancy, or any other date agreed to by the parties. The tenant representative must provide to the landlord an inventory of all the removed property and a signed acknowledgement that the tenant representative has been given possession

and not ownership of the property.

If a tenant representative has made arrangements to pay rent in advance, the landlord must mail this second notice to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This second notice must include the name, address, and telephone number or contact information for the tenant representative who made arrangements to pay rent in advance, the amount of rent paid in advance, and date through which the rent is paid. The notice must include a statement that the landlord may sell or dispose of the property on or after the date through which the rent is paid or at least 45 days after the second notice is mailed, whichever date comes later, if the tenant representative does not claim or remove the property.

If the landlord places the property in storage, the landlord must mail a second written notice (if this has not already been done) to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This notice must include a statement that the landlord may sell or dispose of the property on or after a specified date that is at least 45 days after the second notice is mailed, if the tenant representative does not claim and remove the property.

The landlord must turn over possession of the deceased tenant's property to the tenant representative if a written request is made in a timely manner. The tenant representative must pay the actual or reasonable costs, whichever is less, of any moving and storage of the property, and provide to the landlord an inventory of all the removed property and a signed acknowledgment that the tenant representative has been given possession and not ownership of the property.

If a tenant representative does not contact the landlord or remove the deceased person's property in a timely manner, the landlord may sell or dispose of the stored property, except for personal papers and personal photographs. If the fair market value of the property is more than \$1,000, the landlord must sell the property in a commercially reasonable manner. All unsold property must be disposed of in a reasonable manner. If the value of the stored property is less than \$1,000, the landlord must dispose of the property in a reasonable manner.

The personal papers and photographs that are not claimed by a tenant representative must be retained for 90 days after the sale or disposal of the deceased tenant's property and must either be destroyed or held for benefit of any successor of the deceased tenant.

No landlord or an employee of the landlord may acquire, either directly or indirectly, a deceased tenant's property that is sold or otherwise disposed of. The

landlord may apply the proceeds of the sale of the deceased tenant's property toward any money owed to the landlord for the actual and reasonable cost of moving and storing the property, whichever is less. If there is excess income, it must be held by the landlord for one year. If no claim is made on the excess income before the expiration of the one year period, the balance must be deposited with the Washington State Department of Revenue as abandoned property.

The landlord must refund to the tenant representative any unearned rent and give a full and specific statement of the basis for retaining any deposit together with the payment of any refund due to the deceased tenant within 14 days after the removal of the property by the tenant representative.

If a landlord knowingly violates these abandonment provisions, the landlord can be liable to the deceased tenant's estate for actual damages. The prevailing party in any action related to these requirements may recover costs and reasonable attorneys' fees.

RECEIPTS

A landlord must provide a receipt for any payment made in the form of cash by a tenant. Upon the request of a tenant, a landlord must provide a receipt for any payment made by the tenant in a form other than cash. This includes payment for rent, deposits, fees, parking, storage, or any other costs associated with a tenancy. See RCW 59.18.063.

COPIES OF DOCUMENTS

If a checklist describing the physical condition of a rental unit is completed pursuant to RCW 59.18.260 and SMC 7.24.030.C, a copy signed by both the landlord and the tenant must be provided to the tenant.

When there is a written rental agreement for a premises, the landlord must provide a fully executed copy to each tenant who signs the agreement. A landlord must provide one free replacement copy of the written agreement if requested by a tenant during the tenancy. See RCW 59.18.065.

VOTER REGISTRATION INFORMATION

Attached to this publication is information related to registering to vote, and if already registered, how to update your address when you move. For more information go to www.kingcounty.gov/depts/elections.

Don't forget to register to

Vote!



Your Voice Matters!

www.kingcounty.gov/depts/elections

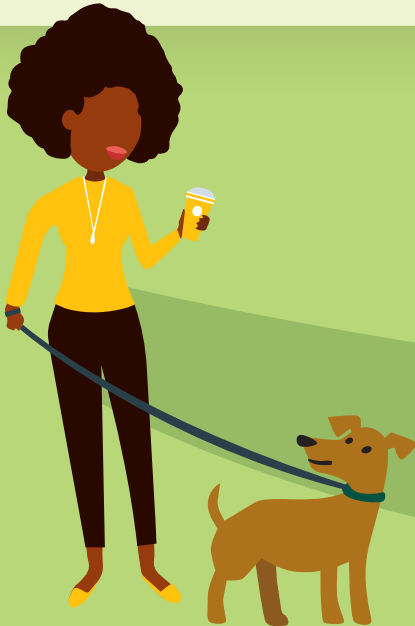
Welcome home!

There's a lot to do when moving to a new home. Updating your voter registration is one of those important tasks to remember.

Already Registered?

Here are 5 easy ways to update your address:

- If you have a current Washington State driver license or state ID card, [go online!](#)
- Mail the registration form included in this *Information for Tenants* packet.
- E-mail elections@kingcounty.gov with your name, date of birth, old residential and mailing address, and your new residential and mailing address.
- Call 206-296-VOTE (8683). Services are available in 120 languages.
- Go in-person to King County Elections headquarters in Renton or the Voter Registration Annex in Seattle.



Remember to change your address at least 29 days before election day. Check the [Voter's Calendar](#).

Need to Register?

There are 3 ways to register to vote:

- If you have a current Washington State driver license or state ID card, [go online!](#)
- Mail the registration form included in this *Information for Tenants* packet.
- Go in-person to King County Elections headquarters in Renton or the Voter Registration Annex in Seattle.



Seattle Department of
Construction & Inspections

Instructions**Use this form to register to vote or update your current registration.**

Print all information clearly using black or blue pen. Mail this completed form to your county elections office (address on back).

Deadline

This registration will be in effect for the next election if postmarked no later than the Monday four weeks before Election Day.

Voting

You will receive your ballot in the mail. Contact your county elections office for accessible voting options.

Public Information

Your name, address, gender, and date of birth will be public information.

Notice

Knowingly providing false information about yourself or your qualifications for voter registration is a class C felony punishable by imprisonment for up to 5 years, a fine of up to \$10,000, or both.

Public Benefits Offices

If you received this form from a public benefits office, where you received the form will remain confidential and will be used for voter registration purposes only.

Registering or declining to register will not affect the assistance provided to you by any public benefits office. If you decline to register, your decision will remain confidential.

If you believe someone interfered with your right to register, or your right to privacy in deciding whether to register, you may file a complaint with the Washington State Elections Division.

Contact Information

If you would like help with this form, contact the Washington State Elections Division.

web www.vote.wa.gov
call (800) 448-4881
email elections@sos.wa.gov
mail PO Box 40229
 Olympia, WA 98504-0229

Washington State Voter Registration Form

Register online at www.myvote.wa.gov.

1 Personal Information

last first middle suffix

date of birth (mm/dd/yyyy) gender

residential address in Washington apt #

city ZIP

mailing address, if different

city state and ZIP

phone number (optional) email address (optional)

2 Qualifications

If you answer *no*, do not complete this form.

☐ yes ☐ no

I am a citizen of the United States of America.

☐ yes ☐ no

I will be at least 18 years old by the next election.

3 Military / Overseas Status

☐ yes ☐ no

I am currently serving in the military.

Includes National Guard and Reserves, and spouses or dependents away from home due to service.

☐ yes ☐ no

I live outside the United States.

4 Identification — Washington Driver License, Permit, or ID

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If you do not have a Washington driver license, permit, or ID, you may use the last four digits of your Social Security number to register.

x x x - x x -

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5 Change of Name or Address

This information will be used to update your current registration, if applicable.

former last name first middle

former residential address city state and ZIP

6 Declaration

I declare that the facts on this voter registration form are true. I am a citizen of the United States, I will have lived at this address in Washington for at least thirty days immediately before the next election at which I vote, I will be at least 18 years old when I vote, I am not disqualified from voting due to a court order, and I am not under Department of Corrections supervision for a Washington felony conviction.

sign
here

date
here

For official use:

fold in half → ←



first class
postage
required



Please write your county elections office address below:

Adams County

210 W Broadway, Ste 200
Ritzville, WA 99169
(509) 659-3249

Asotin County

PO Box 129
Asotin, WA 99402
(509) 243-2084

Benton County

PO Box 470
Prosser, WA 99350
(509) 736-3085

Chelan County

350 Orondo Ave Ste. 306
Wenatchee, WA 98801-2885
(509) 667-6808

Clallam County

223 E 4th St, Ste 1
Port Angeles, WA 98362
(360) 417-2221

Clark County

PO Box 8815
Vancouver, WA 98666-8815
(360) 397-2345

Columbia County

341 E Main St, Ste 3
Dayton, WA 99328
(509) 382-4541

Cowlitz County

207 4th Ave N, Rm 107
Kelso, WA 98626-4124
(360) 577-3005

Douglas County

PO Box 456
Waterville, WA 98858
(509) 745-8527 ext 6407

Ferry County

350 E Delaware Ave, Ste 2
Republic, WA 99166
(509) 775-5200

Franklin County

PO Box 1451
Pasco, WA 99301
(509) 545-3538

Garfield County

PO Box 278
Pomeroy, WA 99347-0278
(509) 843-1411

Grant County

PO Box 37
Ephrata, WA 98823
(509) 754-2011ext. 2793

Grays Harbor County

100 W Broadway, Ste 2
Montesano, WA 98563
(360) 964-1556

Island County

PO Box 1410
Coupeville, WA 98239
(360) 679-7366

Jefferson County

PO Box 563
Port Townsend, WA 98368-0563
(360) 385-9119

King County

919 SW Grady Way
Renton, WA 98057
(206) 296-8683

Kitsap County

614 Division St, MS 31
Port Orchard, WA 98366
(360) 337-7128

Kittitas County

205 W 5th Ave, Ste 105
Ellensburg, WA 98926-2891
(509) 962-7503

Klickitat County

205 S Columbus, Stop 2
Goldendale, WA 98620
(509) 773-4001

Lewis County

PO Box 29
Chehalis, WA 98532-0029
(360) 740-1278

Lincoln County

PO Box 28
Davenport, WA 99122-0028
(509) 725-4971

Mason County

PO Box 400
Shelton, WA 98584
(360) 427-9670 ext 469

Okanogan County

PO Box 1010
Okanogan, WA 98840-1010
(509) 422-7240

Pacific County

PO Box 97
South Bend, WA 98586-0097
(360) 875-9317

Pend Oreille County

PO Box 5015
Newport, WA 99156
(509) 447-6472

Pierce County

2501 S 35th St, Ste C
Tacoma, WA 98409
(253) 798-VOTE

San Juan County

PO Box 638
Friday Harbor, WA 98250-0638
(360) 378-3357

Skagit County

PO Box 1306
Mount Vernon, WA 98273-1306
(360) 416-1702

Skamania County

PO Box 790, Elections Dept
Stevenson, WA 98648-0790
(509) 427-3730

Snohomish County

3000 Rockefeller Ave, MS 505
Everett, WA 98201-4060
(425) 388-3444

Spokane County

1033 W Gardner Ave
Spokane, WA 99260
(509) 477-2320

Stevens County

215 S Oak St, Rm 106
Colville, WA 99114-2836
(509) 684-7514

Thurston County

2000 Lakeridge Dr SW
Olympia, WA 98502-6090
(360) 786-5408

Wahkiakum County

PO Box 543
Cathlamet, WA 98612
(360) 795-3219

Walla Walla County

PO Box 2176
Walla Walla, WA 99362-0356
(509) 524-2530

Whatcom County

PO Box 369
Bellingham, WA 98227-0369
(360) 778-5102

Whitman County

PO Box 191
Colfax, WA 99111
(509) 397-5284

Yakima County

PO Box 12570
Yakima, WA 98909-2570
(509) 574-1340

WA State Elections Division

PO Box 40229
Olympia, WA 98504-0229
(800) 448-4881