



Renting in Auburn:

A Guide for Landlords and Tenants

This summary of the City of Auburn’s Rental Housing Code, chapter 5.23 of the Auburn City Code (ACC), Washington State Residential Landlord-Tenant Act (RCW 59.18, RLTA), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Auburn Building and Property Maintenance Code (chapter 15.20 ACC) must be provided to tenants by owners of residential rental property located in Auburn city limits. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. Additional information may be required by state law: landlords and tenants operating within the City of Auburn have an independent obligation to comply with all laws.

This handbook is for general educational and informational use only, it is not legal advice. It is not a substitute for the advice of an attorney. If you have a specific legal question, you should contact an attorney.

The information in this handbook is accurate as of October 12, 2020.

The code provisions in chapter 5.23 ACC affect all rental agreements offered after October 15, 2020, whether or not the agreement is for a new or a renewal agreement. The code provisions apply as of October 15, 2020 to month-to-month or oral rental agreements and are not retroactive.

City of Auburn Building and Property Maintenance Code

Property Maintenance Standards

The City of Auburn has adopted the International Property Maintenance Code (IPMC). This code establishes basic quality of life standards that property owners must adhere to and that occupants of buildings should expect. These standards apply to the exterior site as well as the interior of buildings. The city uses these codes to ensure that properties do not become attractive to rodents and pests, to ensure that a site is safe, that basic water and heat are provided to occupants, and that interior spaces are not overcrowded, unhealthy, or unsafe.

While the City has adopted the IPMC, we have done so by reference. This means that instead of putting all of the rules into the city's code, we instead refer to the IPMC which is a separate standalone document. This document is updated every 3 years.

If you would like to learn more about these rules, here are some helpful resources:

- Chapter 15.06 of the Auburn City Code
- <https://codes.iccsafe.org/content/IPMC2015>

The IPMC is authored and updated by the International Code Council. The City has printed copies of the IPMC that are also available for viewing or purchase.

Healthy Housing Standards

The City of Auburn has adopted the 2014 National Healthy Housing Standards. The standards provide health-based measures to fill gaps where no property maintenance policy exists and also serves as a complement to the IPMC and other housing policies. The standards outline duties and responsibilities of owners and occupants; structure, facilities, plumbing and space requirements; safety and personal security; lighting and electrical systems; thermal comfort, ventilation, and energy efficiency; moisture control, solid waste, and pest management; and chemical and radiological agents.

If you would like more information about these rules, here are some helpful resources:

- Chapter 15.06 of the Auburn City Code; Section ACC 15.06.010.N is where you will find the language that adopts the Healthy Housing Standards
- <https://nchh.org/tools-and-data/housing-code-tools/national-healthy-housing-standard/>

The National Healthy Housing Standards are developed and maintained by the National Center for Healthy Housing.

Outline of Auburn’s Rental Housing Policy (chapter 5.23 ACC)

Distribution of Information (ACC 5.23.030)

In order to ensure tenants have the information needed to assist them in both seeking and living in rental housing, ACC 5.23.030 requires landlords to provide tenants with information at three different phases of the rental process:

First, at time of application the landlord must provide the tenant with their written rental criteria and the website address designated by the City (www.auburnwa.com/renting) for the purpose of obtaining information on:

- Local code enforcement action relating to the property
- Website address to the Washington Secretary of State for the purposes of registering to vote or changing address if already registered to vote.

Second, when a rental agreement/lease is offered, the landlord must provide the tenant with a written copy of the summaries prepared by the City, which includes information on the following¹:

- Rental Housing Code (ACC 5.23)
- Auburn Building and Property Maintenance Code
- Washington State Residential Landlord-Tenant Act (RCW 59.18)
- Forcible Entry and Forcible Unlawful Detainer (RCW 59.12)

Third, during tenancy, landlords must provide tenants with a notice of resources prepared by the City when the landlord serves any notice to a tenant under RCW 59.12.030 which include:

- 14-day pay or vacate
- 3-day for waste or nuisance
- 10-day comply or vacate
- Notice to terminate tenancy

The “Notice of Resources” forms can be accessed in the Landlord Resources section on the City’s [Renting in Auburn: a Guide for Landlords](#) website.

Deposits (ACC 5.23.040)

¹ Landlords are required to provide copies of summaries to existing tenants within 30 days of them being made available by the City of Auburn. The initial distribution of information to tenants must be in written form and landlords must obtain tenant’s signature documenting receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

- A landlord cannot collect a security deposit unless the following requirements are met:
 - o Rental agreement is in writing;
 - o Written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, counter tops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy;
 - o The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement;
 - o Security deposit must be placed in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

- The total amount of any security deposit and fees paid to the landlord at the commencement of tenancy cannot exceed the monthly rent.
- However, an additional security deposit may be added for tenants that have pets provided that those deposits are reasonable and do not embed other types of deposits or fees.

Installment Payments (ACC 5.23.040)

If the total amount of a security deposit and non-refundable move-in fees exceeds 25% of the first full month's rent, and payment of last months' rent is required at inception of tenancy, **a tenant may request in writing** to pay the total amount in installments as follows:

- For tenancies that are three (3) months or longer, a tenant may elect to pay in three (3) consecutive and equal monthly installments beginning at the commencement of the tenancy.
- For two (2) month or month-to-month tenancies, a tenant may elect to pay in two (2) equal installments, with the first payment due at the commencement of the tenancy.
- Failure to pay an installment of the security deposit, non-refundable fees and/or last months' rent 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) and shall mean entire amount of any outstanding payments shall become due when next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.
- The actual cost of obtaining a tenant screening report cannot be included in the installment payments.
- Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

Late Fees (ACC 5.23.040)

- Fees imposed for late payment of rent cannot exceed ten dollars (\$10.00) per month.
- No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.

Notice to Increase Rent (ACC 5.23.040)

- Landlords are required to provide a minimum of 120 days' prior written notice to a tenant who is on a month-to-month rental agreement, whenever the monthly housing costs to be charged a tenant will increase by more than 5%.
- If on a fixed term lease the housing cost cannot be increased during the lease period, unless the agreement includes agreed-upon rent increases during the term of the tenancy or agreement. Landlords are required to provide 120 days' prior notice to a fixed term tenant if the rent for the following term lease will increase by more than 5%.
- If the tenant is living in subsidized housing where the amount of rent is based on the income of the tenant, the landlord is required to provide a minimum of 30 days' prior written notice to the tenant of the increase in the amount of rent.

Notice Requirement Generally - Reasonable Accommodation Request (ACC 5.23.050)

A tenant with a disability has the right to request in writing reasonable accommodation(s) for the landlord to serve any notices required by this chapter in formats other than as outlined in this code. Landlords shall review and comply with all reasonable accommodation requests, as required in ACC 5.23.050, received from a tenant.

Notice of Proposed Sale (ACC 5.23.060)

Owners of multifamily rental housing must notify the City of their intent to sell the building 60 days prior to the building being listed with any real estate service or advertised for sale, if:

- The building has five or more housing units, and
- Any one of the housing units rents for an amount that is affordable to households at or below 80% area median income, as most recently determine by the United States Department of Housing and Urban Development.

This requirement does not apply if:

- The property is being transferred to family members, transferred through will, or will not be listed for sale, or
- The property has 20% or fewer studio units, and the affordability of the studio units is the only trigger to these notice requirements.

For more information on this requirement, including a form to notify the City, please visit www.auburnwa.gov/renting

Notice to Vacate - Just Cause (ACC 5.23.070)

Landlords are required to have good cause in order to evict, attempt to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant. A property owner cannot lawfully evict a tenant if the property is not licensed with the City of Auburn, regardless of whether just cause for eviction exists.

Unless otherwise noted, an owner must give a termination notice at least 20 days before the start of the next rental period, and must state the reason, in writing, for ending a tenancy when giving a termination notice.

The only reasons for which a tenant in Auburn may be required to move are:

1. The tenant fails to pay rent within 14 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 under RCW 59.18.130 within 10 days of receiving a notice to comply or vacate.
4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten-day notice to comply or vacate three or more times in a 12-month period;
5. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building.
 - a. **This requires 90 days' advance written notice** for termination of or failure to renew tenancy. The Director of Community Development may reduce the time required to give notice to no less than 60 days if the Director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family.
6. The owner chooses to sell a dwelling unit subject to the provisions of this Chapter.
 - a. **This requires at least 90 days' written notice** prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that providing 90 days' notice will result in a personal hardship to the owner.
7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;
8. The owner seeks to do substantial rehabilitation in the building and has obtained at least one permit necessary for the rehabilitation.

- a. **This requires at least 120 days' written notice** prior to the date set for vacating.
9. The owner seeks to demolish the building, convert it to a cooperative, or convert it to nonresidential use and has obtained at least one permit necessary for the demolition or change of use.
 - a. **This requires at least 120 days' written notice** prior to the date set for vacating.
10. The owner seeks to discontinue use of a housing unit unauthorized by ACC 18 after receipt of a notice of violation;
11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles 15 and 18, and
 - a. The number of such individuals was more than is lawful under the current version of ACC Title 15 or Title 18; and
 - b. That number has not increased with the knowledge or consent of the owner; and
 - c. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents and
 - d. The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and
 - e. After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a ten-day notice to comply with the limit on the number of occupants or vacate, and
 - f. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that, the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;
12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC 15 and the emergency conditions identified in the order have not been corrected;
13. The owner wishes to terminate a tenant who lives in the same housing unit with the owner; 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.
 - a. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title 19;
14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the

general facts supporting the allegation, and has assured that the Community Development Department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

- a. Engages in drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or
- b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection 5.23.070(A)(5), 5.23.070(A)(6) or 5.23.070(A)(13) as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the Director, then the owner must, within ten days of being notified by the Director of the complaint, complete and file with the Director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsections 5.23.070(A)(5), 5.23.070(A)(6) 5.23.070 (A)(8) as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

Washington State Residential Landlord-Tenant Act (RLTA), Chapter 59.18 RCW

Owners and tenants have legal responsibilities to each other. The Washington State Residential Landlord-Tenant Act (RCW 59.18, RLTA) outlines the rights and responsibilities for landlords and tenants. This summary is designed to help owners and tenants gain an understanding of the state rules and regulations affecting housing and provide resources on where to get assistance if needed.

During the Housing Search:

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.

Screening (RCW 59.18.257)

At the time a prospective tenant applies to reside in a dwelling unit and the landlord charges them a screening fee to check their rental history, credit history, and criminal background, the landlord shall:

- Provide the prospective tenant with the landlord's written rental criteria.
- Provide the prospective tenant informational website address designated by the City for the purpose of providing information about local code enforcement information, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.
- Charge the actual cost for screening; the landlord cannot make a profit.
- Provide tenant with an adverse action notice if the tenant is denied and where information was obtained that resulted in the denial.
- Provide tenant with an adverse action notice if the landlord takes any other adverse action such as extra deposits or requiring a co-signer.
- If the landlord fails to provide the adverse action letter the tenant can sue the landlord for up to \$100.

Illegal Discrimination:

Landlords can use screening criteria according to their own business model. However, the landlord cannot discriminate against protected classes during their screening process.

Federal law [Fair Housing Act 42 USC s. 3601 et.seq. 1988] prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of:

- Race
- Color
- Religion
- Sex
- Disability (physical or mental)
- Familial status (having children or seeking custody of children),
- National origin

State law recognizes protection to the same individuals as well as for:

- Marital status,
- Creed,
- Sexual orientation(incl. gender identity)
- Military/Veteran Status
- Source of Income, such as Section 8 vouchers, benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, and other programs administered by any federal, state, local, or nonprofit entity.

Moving In

Types of Rental Agreements

Month-to-Month Agreement:

- Can be written or oral
- If deposit or non-refundable fee is paid the agreement must be in writing (RCW 59.18.260)
- Has no fixed time limit and continues until either landlord or tenant gives proper written notice that they want to terminate the tenancy
- Landlord can change the rules or policies with a 30-day written notice
- Landlord can increase the rent with a written 60-day notice (RCW 59.18.140)
 - o If rent increase is 5% or more of the monthly rent, 120 day notice must be provided (ACC 5.23.040)

Fixed Term (RCW 59.18.210):

- Must be in writing to be valid
- Requires tenant to live in the unit for a specific time period
- Landlord can only increase rent or change rules during the term of the lease if the tenant agrees

- Leases for longer than a year must be notarized to be valid
- 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 (RCW 59.18.065).

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 RLTA 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.

Move-In Costs

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, ACC 5.23.040).
- 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)
- The total amount of any security deposit and fees paid to the landlord at the commencement of tenancy cannot exceed the allowable monthly rent. However, an additional security deposit may be added for tenants that have pets provided that those deposits are reasonable and do not embed other types of deposits or fees. (ACC 5.23.040)

Non-Refundable Fees:

- These will not be returned to the tenant under any circumstances.
- The rental agreement must be in writing and must state that the fee will not be returned. Cannot legally be called a “deposit.” (RCW 59.18.285)

Last Month Rent:

- Is not a deposit and can only be used for rent payment of that month.
- Landlord cannot use for damages.
- If landlord requires last month’s rent and a deposit of 25% of the monthly rent or more at inception of tenancy, the tenant may request a payment plan for the deposit and last month’s rent. (ACC 5.23.040)

Holding Fee:

A tenant can pay the landlord a holding fee to ensure the landlord does not rent the unit to someone else before the tenant can move in. If a holding fee is paid the following apply:

- Must secure a specific dwelling unit for tenant to occupy
- Cannot be used to be put on a waiting list
- Tenant must be provided with a receipt and written statement outlining the terms
- If tenant is offered the unit and moves in, the holding fee must be applied to either first months’ rent or security deposit
- If the unit is offered to the tenant and they do not move in, the landlord can keep the holding fee
- Holding fee cannot be retained if the unit fails a tenant-based rental assistance program inspection (Section 8).

During Your Tenancy**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.
- 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.
- The landlord does not have to pay for damages or problems that were caused by the tenant.

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.

Landlord’s Access to Rental Unit (RCW 59.18.150):

- The landlord must give a tenant at least two days’ written notice of their intent to enter the unit at reasonable times. The notice must state:
 - The dates of entry.
 - Either the exact time of entry OR a period during which it will happen, including earliest and latest possible times.
 - A phone number for you to call to object to the entry date and time or to ask to reschedule.
- The landlord only has to give one day’s notice to enter to show the unit to existing or possible new tenants.
- Tenants cannot refuse the landlord entry to repair, improve or service the unit. In the case of emergency or abandonment, the landlord can enter without notice.
- The landlord still must get the tenant’s permission to enter, even if the required advance notice has been given.
- If the landlord does not serve the tenant with proper notice to enter the rental unit, a tenant can serve the landlord with a written notice documenting the date and time of the violation and the landlord shall be liable for up to one hundred dollars (\$100.00) for each violation after receipt of the notice. The tenant can sue the landlord in small claims court.
- If a tenant unreasonably denies the landlord access to the unit after proper notice has been served, the landlord can serve the tenant with a non-compliance notice and the tenant shall be liable for up to one hundred dollars (\$100.00) for each violation after the notice is served.

Paying Rent (RCW 59.18.063):

- 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.
- Starting June 11, 2020, landlords must accept pledges from rental assistance programs. A landlord must now work with the rental assistance program so the program can give the landlord the pledge money. More tenants will now be able to catch up on rent through the help of nonprofit assistance programs and other agencies to pay their landlords.
- Tenants can ask to change the date rent is due. (RCW 59.18.170)
 - o A landlord must agree to change the day rent is due up to 5 days if the tenant asks in writing and the tenant’s main source of income is government assistance that is received after the rental due date. Government assistance can be TANF, ABD, Social Security Benefits, Veteran’s benefits, and so on.

Rent Increases (ACC 5.23.040):

- A landlord is required to provide a minimum of 60 days’ prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase

by any amount, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement. (RCW 59.18.140)

- Landlords are required to provide a minimum of 120 days' prior written notice to a tenant who is on a month-to-month rental agreement, whenever the monthly housing costs to be charged a tenant will increase by more than 5%.
- If on a fixed term lease the housing cost cannot be increased during the lease period, unless the agreement includes agreed-upon rent increases during the term of the tenancy or agreement. Landlords are required to provide 120 days' prior notice to a fixed term tenant if the rent for the following term lease will increase by more than 5%.
- If the tenant is living in subsidized housing where the amount of rent is based on the income of the tenant, the landlord is required to provide a minimum of 30 days' prior written notice to the tenant of the increase in the amount of rent.

Late Fees (RCW 59.18.170 ACC 5.23.040)

- Fees imposed for late payment of rent cannot exceed ten dollars (\$10.00) per month.
- No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.
- A landlord cannot charge late fees until the rent is 5 days late. However, if the tenant pays rent more than 5 days late, the landlord can charge late fees starting from the first day the rent is late.

Rental Agreement Changes

Month-to-Month Agreement (RCW 59.18.200):

- Landlord can change the provisions of month to month rental agreement, such as rules (for example smoking policy) by serving the tenant with at least a 30 days written notice.
- These changes can only become effective at the beginning of a rental period (the day rent is due).
- Notice which is less than 30 days will be effective the following rental period.
- If a landlord plans to change to a policy of excluding children, the landlord has to provide the tenant at least 90 days' written notice a before termination of the tenancy to make that change in policy.
- If the landlord wishes to convert the unit to a condominium, the tenant must be given a 90-day notice.

Repairs:

It is the landlord's legal duty to make repairs unless the damage is caused by the tenant or their guest (including accidental damage).

The process:

- Notify the landlord with a **written repair request**.
- Describe the problem and what needs fixing.
- Include your name, address and apartment number. If the landlord is a management company, include the name of the unit's owner, if you know it.
- Try to hand deliver the letter or mail it "certified mail," and "return receipt" at the post office. This will make it easier to prove the landlord got the letter.
- Make a copy of the letter for yourself.

After you give the landlord the written repair request, the landlord must begin to make the repairs within the following timeframes:

- If you have no hot or cold water, heat, or electricity, or there is a life-threatening problem, the landlord has 24 hours to start repairs. (RCW 59.18.070 (1)).
- If your refrigerator, stove, oven, or plumbing fixture is broken, the landlord has 72 hours to start repairs. (RCW 59.18.070 (2)).
- For all other repairs, the landlord has ten days to fix the problem (RCW 59.18.070 (3)). The landlord must make sure the repairs are completed promptly. If completion is delayed due to circumstances beyond the landlord's control, including the unavailability of financing, the landlord shall remedy the defective condition as soon as possible.

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:

- Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a prorated refund of their rent, as well as the deposits they would normally get back.
- Litigation or arbitration can be used to work out the dispute.
- 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).
- The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradespersons. The same procedure is followed as for arbitration above. However, the cost limit is one half of one month's rent.
- 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.
- Request Code Inspection of the property.

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).

Illegal Actions by the Landlord:

The law prohibits a landlord from taking certain actions against you while living in the rental unit:

Lockouts (RCW 59.18.290):

No matter what, even if you are behind in rent, the landlord cannot:

- Lock you out of the unit
- Change the locks
- Add new locks
- Keep you from entering the unit in any other way

Utility Shut-offs (RCW 59.18.300):

A landlord can only shut off utilities to make repairs. The landlord cannot shut off tenants' utilities because they owe rent to try to make the tenant move out. It is also illegal for the landlord to purposely not pay the utility bills to get the service turned off. A tenant can sue the landlord if they shut off the utilities. If the tenant wins, they can be awarded up to \$100 for each day it was off.

Taking Your Property:

- The landlord can only take your property if you abandon the unit (RCW 59.18.310).
- It is illegal for a rental agreement to say the landlord can take your property.
- If the landlord takes your property, first contact the landlord in writing. If the landlord does not return your property, you can sue the landlord. The judge can award you up to \$500 for each day the landlord withholds the property.

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. If a rental property is deemed uninhabitable by the City of Auburn, the landlord can be held liable to tenant for the following:

- The entire amount of deposit;
- All prepaid rent; and
- Relocation assistance in the amount of \$2000 or three times the monthly rent, whichever is greater, as well as costs and attorney's fees.

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 such as:

- Raising the rent.
- Removing or reducing services provided to the tenant.
- Increasing the obligations of the tenant.

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.

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.

Additional Protections for Domestic Violence Survivors (RCW 59.18.570 – 590)

Tenants and those in their household (children or any adults other than the abuser who live with them) who are domestic violence, sexual assault, unlawful harassment and/or stalking survivors may end a lease with their landlord if the following are true:

- The tenant and/or their household members must either have:
 - o A valid protection order (a court order that may help protect the tenant and their children from domestic violence), OR
 - o A record of reporting the incident of domestic violence, sexual assault, or stalking to a "qualified third party."
 - A "qualified third party" can be law enforcement officers, state court employees, doctors, nurses and other health care professionals, licensed mental health professionals or counselors, clergy, or crime victim/witness program advocates.
- The tenant must notify their landlord in writing that they (and/or their household member) are a domestic violence, sexual assault, unlawful harassment, and/or stalking victim, and attach a copy of the protection order or the record of the report to a qualified third party. If attaching a Record of Report form, the "qualified third party" reported to must have a copy of the form that includes the abuser's name (Page 1 of the Record of Report Form). The copy given to the landlord (Page 2 of the Record of Report Form) does not have to name the abuser.
- The tenant must notify the landlord within 90 days of the incident that led to the protection order or report that they will be breaking the lease.
- If the tenant meets these three conditions, they may end their lease and move out without having to pay for the rest of the time on their lease. They must still pay the rent for the month in which they leave, but they will be entitled to a refund of their deposit.

Moving Out

Eviction and Termination

Month-to-month Rental Agreement (RCW 59.18.200):

- 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.
- 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.
- 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.
- When a landlord wants to end a month-to-month rental agreement, written notice must be given to the tenant and the landlord has to have good cause (ACC 5.23.070); see details on pages 5-7 of this document.
- The notice must be received at least 20 days (subject to timeframes as detailed in ACC 5.23.070; see pages 5-7) before the end of the rental period (the day before the rent is due). The day which the notice is delivered does not count.
- The landlord cannot require a tenant to vacate in the middle of a rental period.

Fixed-Term Leases (RCW 59.18.220):

- If the tenant vacates 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 vacates before a lease expires is responsible for paying the rent for the remainder of the lease term or until the unit is re-rented.
- In the City of Auburn, landlords are required to have good cause in order to refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant. Detailed information on ACC 5.23.070 can be found on pages 5-7 of this document.

Proper Notice to Leave for Month-to-Month Agreements—Armed Forces Exception (RCW 59.18.200):

- 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.

Proper Notice to Leave for Leases—Armed Forces Exception (RCW 59.18.220):

- 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.

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.
- Include the designated person's name, mailing address, an address used for the receipt of electronic communications, and a telephone number.
- Include a signed statement authorizing the landlord in the event of the tenant's death 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.
- Include 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. If the tenant does not reclaim the property the landlord can sell the property:

- 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 abandonment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

Non-Compliance of Tenants:

While living in the unit, if the tenant is found to be out of compliance with their rental/lease agreement, the landlord has the right to serve them with a non-compliance notice. This notice gives the tenant the opportunity to come into compliance with the rental agreement or the landlord can start the eviction process.

These notices include:

- **14-day pay or vacate notice (RCW 59.12.030(3)):**
 - o If the tenant is even one day behind in rent, the landlord can issue a 14-day notice to pay or vacate.
 - o If the tenant pays all the rent due within 14 days, the landlord must accept it and cannot evict the tenant.
 - o When a landlord serves a Pay or Vacate Notice, the landlord must accept a pledge only for the full amount of rent owed. A landlord can refuse a pledge for anything less. A landlord can refuse a combination of pledges and money.
 - o After the 14-day period ends, a landlord must accept even a pledge that only covers part of what the tenant must pay to reinstate the tenancy (stay in their home), including back rent, up to \$75 in late fees, costs, and attorney fees. The landlord must accept payment that comes from a combination of pledges. Once the landlord gives the rental assistance program what it needs, the landlord must stop the eviction action for 7 days so the organizations can pay the pledged amounts.

- **10-day comply or vacate notice (RCW 59.12.030(4)):**
 - o If a tenant breaks a term of the rental agreement such as unauthorized guest, unauthorized pets, or excessive noise, the landlord can issue a 10-day comply or vacate. This notice gives the tenant the opportunity to come into compliance.
 - o If tenant does not come into compliance with the rental agreement within ten days after receiving the notice, the landlord can start the eviction process.
 - o If a tenant comes into compliance within ten days after receiving the notice, the landlord must stop the eviction process.
 - o If tenant does not agree with notice, they must respond in writing and provide any documents supporting they are in compliance to the landlord.

Return of Deposits (RCW 59.18.130, .280, .060)

- After a tenant vacates the rental unit, the landlord has 21 days to
 - o Return the entire deposit, or
 - o Provide an itemized statement stating why the landlord is retaining any portion of the deposit