

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 recognizes 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.

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 his 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. The landlord still must get the tenant's permission to enter, even if the required advance notice has been given.

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 90-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.

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.

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. 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.

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 - 590]

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.

EVICCTIONS

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 abandon-

ment, 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, 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.