

LANDLORD/TENANT RIGHTS AND RESPONSIBILITIES

This sheet contains a general statement of the law and should be used only as a guide . It should not be considered legal advice because everyone's case is different.

A Lease is a Lease: A lease can be written or verbal, although a written lease provides more guidance on the rights & responsibilities of both parties.

Repairs: The landlord must maintain the property in a safe and livable condition. The tenant must give notice to the landlord if any repairs are needed. The landlord and tenant can negotiate an adjustment to the rent if repairs are not made.

Retaliation: It is illegal for the landlord to retaliate against a tenant for calling Labor & Industries, for example by trying to evict the tenant, raising the rent, or changing the lease.

Rent Increase: A landlord can increase the rent at the end of the lease term, but the landlord must give the tenant proper notice, which is usually explained in the lease.

Security Deposit: A landlord can collect two months of rent as a security deposit. After the first year, the landlord must return any balance over one month's rent within 30 days.

Eviction Process: An eviction process generally starts when the landlord serves the tenant a written eviction notice, called a Notice to Quit, stating that the landlord wants the tenant to leave the apartment or home. These notices usually give the tenant between 10 and 30 days to leave the home . Some leases will waive a tenant's right to this notice. Review your lease to find if there is a clause about notices required for eviction. The most common reasons include: Nonpayment of rent (10 days); Certain drug-related criminal activity in or near your apartment by you, household members or guests (10 days); Breach of lease other than nonpayment of rent (15 days); End of lease (one year or less) (15 days); End of lease (more than one year) (30 days).

Discrimination: It is illegal for a landlord to discriminate against a tenant or to refuse to accommodate a tenant with a disability.

Center for disease control(CDC) Moratorium: For renters unable to pay rent is currently in effect until December 31st, 2020. Applies to every state. Landlords can still evict tenants for: Conducting criminal activity on the property; Threatening the health or safety of other residents; Damaging or posing an immediate and significant risk of damage to the property; Violating applicable building codes, health ordinances, or other regulations related to health and safety; and Violating any contractual obligation other than the timely payment of rent, late fees, penalties, or interest.