

My Landlord Locked Me Out: What Can I Do?

Who is this publication for?

- You rent an apartment or house and
- Your landlord changed the locks so that you cannot get into your place and
- You had no plans to move.

You should also get legal advice right away:

- ◆ If you are low-income and live outside King County, call CLEAR at 1-888-201-1014 weekdays between 9:10 a.m. and 12:25 p.m.
- ◆ If you live in King County, call the King County Bar Association's Neighborhood Legal Clinics at (206) 267-7070 between 9:00 a.m. and noon, Monday – Thursday, to schedule a free half-hour of legal advice.

Can my landlord legally lock me out?

Only if:

- it looks like you have abandoned the unit (see below) or
- a sheriff has executed a Writ of Restitution to evict you. (See below.)

S/he cannot:

- change locks
- add new locks
- keep you from entering the unit in any other way

S/he cannot lock you out, even if you are behind in rent, utilities, or other fees. See [RCW 59.18.290](#).

- ◆ Call the clerk of your local Superior Court to make sure the landlord did not file an eviction against you. If the landlord did, and you believe you were not served, get legal help right away.

If the landlord does lock you out, you can take the landlord to court. If you can show the lockout was illegal, the court should pay you damages plus court costs. Our publication called [Small Claims Court](#) has information that may help, depending on how much your claim is for.

- ◆ You cannot file a Small Claims case to get a court order allowing you back into the place. You will need to file a different sort of case. See a lawyer.

Is it legal for my landlord to shut off my utilities?

Only to make repairs. S/he cannot shut off your utilities because you are behind in rent. S/he cannot shut off utilities to try to force you to move out. See [RCW 59.18.300](#).

If your utilities are in the landlord's name, it is illegal for him/her to stop paying the bills in order to get the service cut off.

You can take your landlord to court if s/he shuts off your utilities. If you win, the judge can award you up to \$100 per day that the utilities were off.

Can the landlord take my things and keep them to force me to pay rent?

No. The landlord can only take your property if you “abandon” the unit or a Writ of Restitution has been executed. There are specific rules for whether a landlord must store your belongings, dispose of them, or sell them.

The law says that you have “abandoned” the place if you:

- Stopped paying the rent AND
- Acted in other ways like you have moved out. Examples: You moved out all your things. You stopped sleeping at your apartment.

◆ It is illegal for the landlord to put it in the lease that s/he can take your property.

The landlord got a Writ of Restitution against me. I cannot get my stuff out of the apartment before my deadline. What will happen?

The landlord **under the sheriff’s supervision** may move your stuff out if you are not there. You may deliver a written request to the landlord for storage of your stuff no more than three days after delivery of the writ of restitution. Then your landlord must store the property.

The landlord may also have to store your stuff if s/he knows that you are disabled and your disability keeps you from asking the landlord to store your things.

◆ You will generally have to pay moving and storage costs to get your property back.

If you object to storage, your landlord cannot store your stuff. If your landlord does not store your stuff, s/he will usually put it on the sidewalk or parking strip. If your stuff is not stored, your landlord and the sheriff do not have to protect your stuff from theft, weather, or other damage. ([RCW 59.18.310](#); [RCW 59.18.312](#).)

My landlord went into my place while I was out. He took my things. He will not give them back. What should I do?

Write the landlord to try to get your things back. If true, you should also put in your letter that:

- you have not abandoned the place and
- you do not intend to abandon the place.

Keep a copy of the letter for your own records.

◆ We have attached a sample letter at the end of this publication.

Deliver the written demand in a way that you can prove later. Examples:

- take along a witness who is not a member of your household
- send the letter by certified mail return receipt requested and regular mail

If you do not get your things back after sending the letter, call the cops. If you send a written demand for the return of your things, the landlord must return them.

◆ The landlord may condition the return of your things on you paying reasonable moving and storage costs **only** if s/he legally removed the belongings in the first place.

You can also take the landlord to court to force him/her to give you back your things. The judge can award you up to \$500 for each day the landlord kept your things, up to \$5,000.

Can the landlord sell my things?

Only if:

You abandoned your rental unit and left your things behind;

- You have been evicted pursuant to a Writ of Restitution and you did not give your landlord a written request to store your things. (If you objected to the landlord storing your belongings, the landlord must place your things on the nearest public property);
- **If the value of your stuff is more than \$250**, s/he must send written notice to your last known address 30 days before the sale ([RCW 59.18.312\(3\)](#));

- **If the value is less than \$250**, s/he must send written notice to your last known address seven days before the sale ([RCW 59.18.312\(3\)](#)).
- S/he may not condition the return of your things on the payment of rent or other anything else you may owe (except for costs of storage and moving of your belongings to storage); and
- If s/he earns more from the sale than you owe, the landlord must hold that money for you for one year from the date of sale. You can claim the money during that time.

If the landlord sells your things, s/he may apply any money s/he makes from the sale to any rent or other costs you owe.

◆ If your stuff is worth two hundred fifty dollars or less, the landlord may sell or get rid of all of it **except for personal papers, family pictures, and keepsakes**, after only seven days' notice to you.

What if I have questions that this publication does not answer?

- Our website, www.washingtonlawhelp.org, has more information. It also has forms and instructions for representing yourself in court.
- Call CLEAR or talk to a lawyer who knows housing law.

Apply online with [CLEAR*Online](http://nwjustice.org/get-legal-help) - <http://nwjustice.org/get-legal-help> or Call CLEAR at 1-888-201-1014.

CLEAR is Washington's toll-free, centralized intake, advice and referral service for low-income people seeking free legal assistance with civil legal problems.

- **Outside King County:** Call 1-888-201-1014 weekdays from 9:10 a.m. until 12:25 p.m. CLEAR works with a language line to provide interpreters as needed at no cost to callers. If you are deaf or hard of hearing, please call 1-888-201-1014 using your preferred TTY or Video relay service.
- **King County:** Call 211 for information and referral to an appropriate legal services provider

Monday through Friday from 8:00 am – 6:00 pm. You may also call (206) 461-3200, or the toll-free number: 1-877-211-WASH (9274). 211 works with a language line to provide free interpreters as needed to callers. Deaf and hearing-impaired callers can call 1-800-833-6384 or 711 to get a free relay operator, who will then connect you with 211. You can also get information on legal service providers in King County through 211's website:

www.resourcehouse.com/win211/.

- **Persons 60 and Over:** Persons 60 or over may call CLEAR*Sr at 1-888-387-7111, regardless of income.

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This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

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[date]

[name of landlord]

[landlord street address]

[landlord town/city, state, zip code]

Dear [landlord name]:

I am writing about the apartment/house I rent from you at [your address] .

On or about [date you were locked out], you and your agents excluded me from the rental by:

locking me out and/or

calling the Sheriff to have me removed and/or

other:

You have no court order or Writ of Restitution permitting these actions.

The Residential Landlord-Tenant act, Ch. 59.18 RCW, and the unlawful detainer statute, Ch. 59.12 RCW make self-help evictions illegal. Your conduct against me violates the law.

Please note:

I have not abandoned the place.

I have no intention of abandoning the place.

I have been denied access to my residence since [date] . I am worried that you have allowed unauthorized people to enter the place and remove my things. I will consider you responsible for any loss or damage to my property that occurs before you return it.

Please consider this letter a demand upon you to restore immediate possession of the residence to me. Please call at once at [your phone number] so we can work out how you will get the new apartment/house key to me.

If you do not give me immediate access to the apartment/house, I will seek assistance from the County Sheriff and/or the Superior Court to get back possession of the apartment/house.

Thank you for your cooperation.

Sincerely,