



Can my landlord do that?

❖ You can find all the fact sheets we link to here at [WashingtonLawHelp.org](https://www.washingtonlawhelp.org).

Should I read this?

Yes, you should read this if you live in Washington State and you rent the place where you live (you are a tenant).

What will I learn?

You will learn

- When you can get a payment plan to pay your security deposit
- Whether your landlord can lock you out of the rental unit to evict you
- When your landlord can enter your rental unit with and without your permission
- Whether your landlord can shut off your utilities
- Whether your landlord can take your personal belongings
- That a landlord cannot rent you a place that has been condemned
- That a landlord cannot take revenge against you for exercising your legal rights as a tenant
- Whether you can pay your rent in cash

I asked my landlord for a payment plan to pay my deposit. Will the landlord let me pay like this?

There are new security deposit protections for renters in Washington. Read [2023 Changes to Washington State's laws affecting renters](#) to learn more.

Maybe. In most cases, your landlord must let you pay your deposit, nonrefundable fees, and last month's rent in installments.

Your landlord can turn down (can *deny*) your request for a payment plan if the total amount of deposits and nonrefundable fees are not more than 25% of the first month's rent, and your landlord is not requiring you to pay the last month's rent when you move in. Read [Tenants Can Now Pay Most Move-In Costs in Installments](#) to learn more.

Can my landlord lock me out?

No. Your landlord cannot lock you out of the unit, no matter what, even if you missed rent. **Your landlord must go through the eviction process in court** if they want you to no longer have access to the rental.

Your landlord cannot:

- change locks.
- add new locks.
- keep you from entering the unit in any way.
- lock you out even if you are behind in rent.

❖ Only the sheriff can change the locks after an eviction.

Can my landlord enter my rental whenever they want?

No. The landlord can only enter without first giving you notice if there is an emergency or if you have “abandoned” the home. We explain below what it means to have abandoned your rental.

Usually, your landlord must give you at least 2 days’ written notice before they try to enter the home, such as for a routine repair or inspection. If the landlord needs to show the unit to someone who wants to buy or rent the place, they can give a 1-day notice before entering.

You cannot unreasonably refuse the landlord entry if there is a legitimate reason they need to come into the home.

The landlord cannot try to harass you by trying to enter the home repeatedly. If they do this, you can ask them in writing to stop. Read [My Landlord Enters My Rental Unit without Permission](#) to learn more and to see our sample letter asking the landlord to respect your privacy.

Can my landlord shut off my utilities?

Yes, but only to make repairs. Your landlord cannot shut off your utilities because you are behind in rent, or to try to make you move. It is also illegal for your landlord to stop paying the utility bills in order to turn off the service.

You can take your landlord to court if the landlord shuts off your utilities. If you win, the judge can award you up to \$100 for each day you had no utilities. Read [My landlord shut off my utilities!](#) to learn more.

A new law effective July 23, 2023 protects your electric and water services on heat alert days. Your landlord or utility provider cannot shut off residential electric or water services for non-payment or overdue bills during National Weather Service heat related alert days issued for the area that you live in. You may also be able to have service turned back on for heat alert days if it was already disconnected for overdue bills. Read [Public Utilities](#) to learn more.

Can my landlord take my personal belongings?

Yes, but only if you abandon the unit. Under state law, you have abandoned the place **only** if you have fallen behind on rent **and** you have told your landlord, in words, actions, or writing that you are moving out.

Read [Getting your stuff back](#) to learn more about what to do if your landlord takes your things. If you do not get your things back by contacting the landlord in writing, you can ask a judge to order the landlord to give your things back and to award you up to \$500 for each day your landlord kept your things.

Can a landlord rent a condemned place to me?

No. Landlords cannot rent property with existing code violations. You can sue if you find out your landlord knew at the time of renting to you that the property violated code.

If the place only becomes uninhabitable while you are living there, read [Tenants' rights: The place I'm living in has been condemned](#) to learn more.

I complained to the city about the condition of the rental. Can the landlord evict me for that?

No. Your landlord cannot take revenge (cannot *retaliate*) against you for taking legal action against your landlord or for using your rights, like asking the landlord to give you proper notice before entering your unit.

Here are some examples of possible cases of retaliation:

Example 1: You reported a big hole in your roof to the city. The city notifies your landlord that they are going to inspect your place. Your landlord then tells you he is raising the rent.

Example 2: You have no hot water. You asked your landlord to fix the water heater. The landlord has not fixed it or even responded to you. You contact a lawyer. The lawyer tells the landlord that they must fix the water heater and that the landlord broke the law for not fixing it right away. After this, the landlord shuts off your heat, even though the heat did not need repairs.

I think my landlord has retaliated against me. What can I do?

If your landlord takes an adverse action against you within 90 days of legal action you took against the landlord, it may count as retaliation and may be illegal. Talk to a lawyer. You may be able to sue.

Can I pay my rent in cash?

Maybe. The landlord **may** refuse to accept cash for payment of rent. If the landlord accepts cash rent, the landlord must give you a receipt.

If you ask for this, the landlord must give you a written receipt for any payments you make to the landlord.

Get Legal Help

- **Apply online:** nwjustice.org/apply-online
- **Facing Eviction?** Call 1-855-657-8387.
- **Facing Foreclosure?** Call 1-800-606-4819.

- **Facing a legal issue in King County** (other than Eviction or Foreclosure)? Call 2-1-1 (or toll-free 1-877-211-9274) weekdays 8:00 am - 6:00 pm. They will refer you to a legal aid provider.
- **Facing a legal issue outside of King County** (other than Eviction or Foreclosure)? Call the CLEAR Hotline at 1-888-201-1014 weekdays between 9:15 am - 12:15 pm or apply online at nwjustice.org/apply-online.
- **Seniors (age 60 and over)** with a legal issue outside of King County can also call CLEAR*Sr at 1-888-387-7111.

Deaf, hard of hearing or speech impaired callers can call any of these numbers using the relay service of your choice.

Interpreters provided.

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