

# Disaster Info for Renters/Tenants

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- ❖ Not all of this info may apply or help, depending on the extent of the disaster.
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## The place I was renting was damaged in the disaster. What are my rights?

It depends on

- How bad the damage is
- What your lease says about damage/destruction in the event of a disaster
- Whether you are up-to-date on your rent payments

If the last is true, you should mail or personally give the landlord **written notice** about the damage if at all possible. A sample notice asking for repairs is at the end of this publication. **If you use this letter, attach a copy of [RCW.18.060](#) to it.** We have provided a copy at the end of this publication.

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- ❖ Depending on the extent of the disaster, you may not be able to give the landlord notice. Talk to a lawyer if you can.
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## Can I stop paying the rent until the landlord fixes the place?

**No.** You cannot stop paying rent to force the landlord to make repairs. [RCW 59.18.080](#).

## How much time does the landlord have to start making repairs?

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- ❖ The law talks about **starting to** make repairs, **not** finishing the repairs.
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S/he must start making repairs as soon as possible after getting your written notice and **no later** than:

- **24 hours** to start to restore heat, hot or cold water, electricity, or fix a very hazardous condition.
- **72 hours** to start fixing a refrigerator, range and oven, or major plumbing fixture supplied by the landlord.
- **Ten days** in all other cases.

[RCW 59.18.070](#).

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- ❖ A landlord who cannot meet these timelines due to circumstances beyond his/her control must still finish the repairs as soon as possible. [RCW 59.18.070](#).
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## Can I get out of my lease because of property damage?

**Maybe.** You can move out **if the landlord does not make repairs within a reasonable time** after getting your written notice, and after the 24-hour, three-day or ten-day period to start repairs is up. In that case, you must give the landlord written notice and then move out immediately. You will be entitled to a refund of any prepaid rent and the security deposit under the security deposit rules. [RCW 59.18.090](#). (Our [Your Rights as a Tenant in Washington](#) and [Can I Get My Security Deposit Back?](#) publications have more info.)

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- ❖ You will have to move if the city/county **condemns** the place. This means the damage was so bad that the agency issues you and the landlord a notice saying no one can live in it. [RCW 59.18.085](#).
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### **The damage to the place was so bad that I cannot live in it. I am moving. Can I get my security deposit back?**

The landlord can only keep your security deposit to apply it towards his/her losses from your lease violations. **Examples:** not paying rent; damaging the place.

To get your security deposit back after a disaster destroys or seriously damages it, you will probably have to ask for it back. Normally, **before moving out**, under state law you must

- give the landlord or manager proper written notice that you are moving and of and your forwarding address.
- wait 21 days after that to hear back from the landlord, and then write a demand letter, and possibly take other action.

[RCW 59.18.280](#).

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- ❖ After a disaster, you may not be able to do these things, including finding the landlord, who the disaster may also have displaced. Talk to a lawyer. Our publication called [Can I Get My Security Deposit Back](#) explains more and has forms you can use.
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### **Is the landlord responsible for damage to my personal belongings?**

Not if the disaster caused the damage.

You may be eligible for other help:

- [SBA personal property loan](#) - for the repair or replacement of clothing, furniture, cars, appliances, and other items damaged/destroyed in a disaster. This loan is for up to \$40,000.
- You may be entitled to tax relief, depending on the property's value. See the IRS publication called [Personal Property Loss](#).

### **My apartment was NOT damaged. The next day, my landlord told me to move out. He wants the place for his daughter who lost her house in the disaster. The landlord told me if I was not out, he would change the locks. Do I have to move?**

Changing the locks is illegal. No matter what, even if you are behind in rent, your landlord cannot:

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

[RCW 59.18.290](#).

The only way the landlord can force you to move is if s/he files an **unlawful detainer (eviction)** case in court against you and gives you a chance to respond to the case.

## **My lease is not up yet. Can the landlord make me move anyway?**

The landlord can only ask you to move if:

- The landlord has reason to do under the lease (**check your lease!**)
- You are using the property for drug-related activity
- You are engaging in gang-related activity
- You are engaging in activity on the premises that creates an imminent hazard to other people's physical safety

*Thanks to Community Legal Services of Mid-Florida and Texas RioGrande Legal Aid, whose work we adapted to reflect Washington state law.*

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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.

This information is current as of October 2016.

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## NOTICE REQUESTING REPAIRS

Date: \_\_\_\_\_

*Landlord's name and address:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

This is to notify you that the rental unit at \_\_\_\_\_  
\_\_\_\_\_ which you manage  
and I occupy needs these repairs:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The Washington Residential Landlord Tenant Act requires you to begin to make repairs requested by me within one of these specific time periods:

1. Twenty-four (24) hours to repair the loss of hot or cold water, heat or electricity, or a condition imminently hazardous to life.
2. Seventy-two (72) hours when the defect deprives the tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by the landlord.
3. Ten (10) days in all other cases.

A list of landlord responsibilities required by the Act is attached. If the repairs are not completed within the applicable period of time, I plan to use the remedies provided in the Act.

Sincerely,

\_\_\_\_\_  
*(sign your name)*

\_\_\_\_\_  
*(print your name)*

## **RCW 59.18.060**

### **Landlord—Duties.**

The landlord will at all times during the tenancy keep the premises fit for human habitation, and shall in particular:

(1) Maintain the premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which the legislative body enacting the applicable code, statute, ordinance or regulation could enforce as to the premises rented if such condition endangers or impairs the health or safety of the tenant;

(2) Maintain the structural components including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable;

(3) Keep any shared or common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident;

(4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant;

(5) Except where the condition is attributable to normal wear and tear, make repairs and arrangements necessary to put and keep the premises in as good condition as it by law or rental agreement should have been, at the commencement of the tenancy;

(6) Provide reasonably adequate locks and furnish keys to the tenant;

(7) Maintain and safeguard with reasonable care any master key or duplicate keys to the dwelling unit;

(8) Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by him or her in reasonably good working order;

(9) Maintain the dwelling unit in reasonably weathertight condition;

(10) Except in the case of a single-family residence, provide and maintain appropriate receptacles in common areas for the removal of ashes, rubbish, and garbage, incidental to the occupancy and arrange for the reasonable and regular removal of such waste;

(11) Provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant;

(12)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW [43.44.110](#). The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW [43.44.110](#)(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:

(i) Whether the smoke detection device is hard-wired or battery operated;

(ii) Whether the building has a fire sprinkler system;

(iii) Whether the building has a fire alarm system;

(iv) Whether the building has a smoking policy, and what that policy is;

(v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;

(vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and

(vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.

(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.

(c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;

(13) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's web site or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;

(14) The landlord and his or her agents and employees are immune from civil liability for failure to comply with subsection (13) of this section except where the landlord and his or her agents and employees knowingly and intentionally do not comply with subsection (13) of this section; and

(15) Designate to the tenant the name and address of the person who is the landlord by a statement on the rental agreement or by a notice conspicuously posted on the premises. The tenant shall be notified immediately of any changes in writing, which must be either (a) delivered personally to the tenant or (b) mailed to the tenant and conspicuously posted on the premises. If the person designated in this section does not reside in the state where the premises are located, there shall also be designated a person who resides in the county who is authorized to act as an agent for the purposes of service of notices and process, and if no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered such agent. Regardless of such designation, any owner who resides outside the state and who violates a provision of this chapter is deemed to have submitted himself or herself to the jurisdiction of the courts of this state and personal service of any process may be made on the owner outside the state with the same force and effect as personal service within the state. Any summons or process served out-of-state must contain the same information and be served in the same manner as personal service of summons or process served within the state, except the summons or process must require the party to appear and answer within sixty days after such personal service out of the state. In an action for a violation of this chapter that is filed under chapter [12.40](#) RCW, service of the notice of claim outside the state must contain the same information and be served in the same manner as required under chapter [12.40](#) RCW, except the date on which the party is required to appear must not be less than sixty days from the date of service of the notice of claim.

No duty shall devolve upon the landlord to repair a defective condition under this section, nor shall any defense or remedy be available to the tenant under this chapter, where the defective condition complained of was caused by the conduct of such tenant, his or her family, invitee, or other person acting under his or her control, or where a tenant unreasonably fails to allow the landlord access to the property for purposes of repair. When the duty imposed by subsection (1) of this section is incompatible with and greater than the duty imposed by any other provisions of this section, the landlord's duty shall be determined pursuant to subsection (1) of this section.

[ [2013 c 35 § 1](#); [2011 c 132 § 2](#); [2005 c 465 § 2](#); [2002 c 259 § 1](#); [1991 c 154 § 2](#); [1973 1st ex.s. c 207 § 6.](#)]