

Landlord-Tenant Disputes



Laws change frequently and vary from city to city and from state to state. This information should not be construed as legal advice.

Shelter is not optional. If you are a tenant facing eviction, if you have maintenance or environmental issues that make you feel unsafe or unhealthy, if home is not a peaceful place, those concerns can be all-consuming.

Providing shelter is not cheap. The average landlord pays so much for mortgages, maintenance, and personnel that they don't see any profit unless they lease to a fully paying tenant for at least 10 months of the year.

Given the stakes, it is no wonder that the landlord-tenant relationship can be challenging, or that so many laws have been written to regulate that relationship. A little research can go a long way toward finding mutually agreeable solutions, allowing both sides to avoid the heavy costs required to enforce their rights in court.

Washington's Landlord Tenant Act defines the legal responsibilities of both landlords and tenants. Landlords must provide safe, habitable, and well-maintained rental units. Tenants are required to pay rent (and other fees) as specified in their lease and take reasonably good care of the property, notifying their landlord when major repairs are needed.

Tips on approaching conflict:

1. **Assess** the situation.
2. **Request** a time to talk.
3. **Share**, not just tell.
4. **Know** what you'll say.
5. **Listen** respectfully, as you would want to be heard.
6. **Be open** to different solutions.
7. **Make an agreement**, at least about the next step.
8. **Thank** the other person for working with you.

What does the law say?

- [Residential Landlord-Tenant Act: RCW 59.18](#)
- [Washington Law Help](#)
- Consult your lease

Responsibility for Repairs

The landlord must keep the property in good and working order. In general, if something was working when the tenant moved in, the landlord must keep it working. Common examples include repairing the electrical, plumbing or heating systems, and replacing or repairing broken appliances.

Most repairs result from ordinary wear and tear. Others may be caused by weather events, natural disasters, or unknown third parties. The only repairs that are not the landlord's responsibility are those deliberately or negligently caused by the tenant or their guests. Tenant negligence can include damage caused by failure to report an issue, like a water leak that the tenant knows about but doesn't report until the damage is severe.

Once the landlord is notified in writing of a problem, the landlord has a limited time to take action, ranging from 24 hours to 10 days, depending on the severity of the problem. Landlords must begin repairs within 24 hours when basic needs, like water or heat, are impacted. Less significant problems, like a broken microwave, can be addressed with less urgency.

Sometimes landlords and tenants disagree about the scope and timing of a repair. When that happens, tenants are sometimes tempted to take a self-help approach by withholding rent until the repair is made. Tenants should never take this step without seeking legal advice first. Washington law about withholding rent is complicated. There are a lot of steps, a lot of limitations, and tenants who get it wrong can find themselves in debt, evicted, or both

Security Deposits

At move-in, a landlord can require a tenant to pay a security deposit. This is a guarantee that the landlord will have money for repairs if the tenant does not take care of the property. A deposit must be refundable. Some landlords also charge cleaning fees which are not refundable.

Lease terms must clearly describe what the tenant must do to get the deposit back, and landlords must give tenants a written move-in "checklist" that documents the condition and cleanliness of the rental unit, including the condition of the walls, flooring, appliances and any furniture. The document should be signed and dated by both parties.

Resources:

- [Bellevue Rental and Mortgage Assistance](#)
- [Kirkland Human Services Resources](#)
- [Housing Justice Project](#)

Contact Us:

[Intake Form](#)

425-452-4091

bcrc@bellevuewa.gov

BellevueWA.gov/resolve

Within 30 days after a tenant moves out, the landlord must either (1) return the security deposit in full to the tenant, or (2) give the tenant a written statement showing why the landlord intends to keep all or part of the deposit. The statement must include actual receipts or invoices of the costs, which must be to repair damage above and beyond normal wear and tear. Painting walls and replacing carpets are usually considered normal wear and tear.

Evictions

The best way to avoid an eviction is to pay rent on time and follow all the other terms in the lease. When this isn't possible, timely and honest communication with the landlord can result in extra time and flexibility. Fortunately, tenants will receive a warning from their landlord when an eviction is looming.

Landlords must give tenants an official, written "Notice to Pay or Vacate" (rent is owed) or "Notice to Comply or Vacate" (other lease violations), stating the landlord's intent to evict. This notice will specify what actions the tenant can take to avoid eviction and the deadline for those actions.

If the tenant fails to meet the deadlines, the landlord can bring a lawsuit asking the court to issue an eviction order.

The tenant will know there is a lawsuit when the landlord serves them with a "Summons and Complaint" with the words "Unlawful Detainer" in the caption. Tenants with a Summons and Complaint should immediately ask for legal help from the Housing Justice Project. Not responding in time can result in an eviction without the tenant being able to receive legal help or share their side of the story with the court. Legal representation in court is free for low-income tenants.

If the tenant responds to the Summons and Complaint, the court schedules a hearing. The landlord can win the court case by proving its tenant has not complied with a valid lease unless the tenant can show 'good cause' for not complying. If the landlord wins they get a court order directing the sheriff to evict the tenant. Only the sheriff can evict or change the locks.

If you decide that you want help to negotiate your landlord-tenant conflict, call the Bellevue Conflict Resolution Center. We can coach you on how to talk with each other, or we can act as a go-between to help learn what is important to both of you and what changes you each might be willing to make.

