

Renting in Tacoma:

A Guide for Landlords and Tenants



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INTRODUCTION

This summary of the City of Tacoma’s Rental Housing Code (TMC 1.95. RHC), Washington State Residential Landlord-Tenant Act (RCW 59.18, RLTA), City of Tacoma Fair Housing Laws (TMC 1.29), and the Minimum Buildings and Structure Code (TMC 2.01) must be provided to tenants by owners of residential rental property located in Tacoma city limits. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted.

This handbook is for general educational and informational use only. It is not a substitute for the advice of an attorney. If you have a specific legal question, you should contact an attorney.

The information in this handbook is accurate as of February 1, 2019.

These code provisions affect only affect current month-to-month rental agreements and fixed-term leases entered into after February 1, 2019 (except that the “notice to increase rent” requirement applies to any rental agreement entered into after December 7, 2018).

OUTLINE OF TMC 1.95:

New Requirements for Landlords:

- A requirement that landlords distribute information about tenant rights and Landlord-Tenant responsibilities
- 60-day notice requirement for rent increases
- 60-day notice to vacate for no-cause termination of tenancy
- 120-day notice to vacate and relocation assistance for low-income tenants when a landlord intends to change the use, substantially rehabilitate, or demolish a dwelling unit
- Comply with reasonable accommodation for service of notices

New Tenant Protections:

- Prohibits retaliation against tenants for exercising their rights under the Washington State Residential Landlord-Tenant Act (RCW 59.18)
- Allows installment payments for various deposits and fees
- Codification of relocation assistance when the City declares a building uninhabitable
- Provides relocation assistance for low-income tenants when a landlord intends to change the use, substantially rehabilitate, or demolish a dwelling unit
- Allows tenants to file a complaint and for the City of Tacoma to investigate and enforce the code

Distribution of Information (TMC 1.95.030):

In order to ensure tenants have the information needed to assist them in both seeking and living in rental housing, TMC 1.95.030 requires landlords to provide tenants with information at three different phases of the rental process:

First, at time of application the landlord must provide the tenant with their written rental criteria and the website address designated by the City for the purpose of obtaining information:

- Local code enforcement action relating to the property
- Findings or settlements related to housing discrimination against the landlord in pursuant to TMC 1.29
- Website address to the Washington Secretary of State for the purposes of registering to vote or changing address if already register to vote.

Second, when a rental agreement/lease is offered, the landlord must provide the tenant with a written copy of the summaries prepared by the City, which includes information on the following:

- Rental Housing Code (TMC 1.95)
- Minimum Buildings and Structure Code (TMC 2.01)
- Fair Housing Laws (TMC 1.29)
- Washington State Residential Landlord-Tenant Act (RCW 59.18)
- Forcible Entry and Forcible Unlawful Detainer (RCW 59.12)

Third, during tenancy, landlords must provide tenants with a notice of resources prepared by the City when the landlord serves any notice to a tenant under RCW 59.12.030 which include:

- 3-day pay or vacate
- 3-day for waste or nuisance
- 10-day comply or vacate
- 60-day notice to terminate tenancy (“no-cause notice”)

Landlords are required to provide copies of summaries to existing tenants within 30 days of them being made available by the City of Tacoma. The initial distribution of information to tenants must be in written form and landlords must obtain tenant’s signature documenting receipt of such information.

Deposits: (TMC 1.95.040):

A landlord cannot collect a security deposit unless the following requirements are met:

- Rental agreement is in writing;
- Written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, counter tops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy;
- The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement;
- Security deposit must be placed in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

Installment Payments:

If the total amount of a security deposit, non-refundable move-in fees and last months' rent exceeds 25% of the first full month's rent, **a tenant may request in writing** to pay the total amount in installments as follows:

- For tenancies that are three (3) months or longer, a tenant may elect to pay in three (3) consecutive and equal monthly installments beginning at the commencement of the tenancy.
- For two (2) month or month-to-month tenancies, a tenant may elect to pay in two (2) equal installments, with the first payment due at the commencement of the tenancy.

Failure to pay an installment of the security deposit, non-refundable fees and/or last months' rent is a breach of the rental agreement and may subject the tenant to a 10-day comply or vacate notice issued pursuant to RCW 59.12.030(4) and shall mean entire amount of any outstanding payments shall become due when next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

Notice requirement generally – reasonable accommodation request (TMC 1.95.050):

A tenant with a disability has the right to request a written reasonable accommodation for the landlord to serve any notices required by this chapter to be served in formats other than as outlined in this code. Landlords shall review and comply with all reasonable accommodation requests, as required in TMC 1.29.120.D, received from a tenant.

Notice to increase rent requirements (TMC 1.95.060):

Landlords are required to provide a minimum of 60 days' prior written notice to a tenant who is on a month-to-month rental agreement, whenever the monthly housing costs to be charged a tenant will increase by any amount.

If on a fixed term lease the housing cost cannot be increased, unless the agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

"Housing costs" means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement."

Notice to vacate requirements (TMC 1.95.070):

No-Cause Notice:

Landlords can terminate the tenancy of a tenant for no-cause by serving a 60-day written notice to a tenant who is:

- On month-to-month rental agreement
- At end of fix term lease where renewal is not being offered

Notice to terminate tenancy must be served a minimum of sixty days prior to the end of rental period. The tenant shall be required to vacate at the end of the rental period or before rent is due again.

Note: Tenants are only required to provide a 20-day written notice to terminate tenancy if on a rental agreement per the RLTA.

Displacement of Tenants:

When tenants on a rental agreement is to be due to displaced due demolition, substantial rehabilitation, or change of use the landlord must comply with the following:

- Provide tenant with written notice to vacate at least 120 days before the end of the month or period of tenancy; the notice shall list the name of the tenant and the dwelling unit number
- Serve at the same time the Tenant Relocation Information Packet and further comply with the Tenant Relocation Assistance requirements in TMC 1.95.080.B.
- Tenant meeting- if a tenant who receives a 120-day notice requests an in-person meeting with the landlord to discuss the upcoming termination.

The notices required do not apply when:

- Landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; or
- Landlord is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.

Tenant Relocation Assistance (1.95.80): Relocation for renting condemned Property:

As defined in RCW 59.18.085, if a rental property is deemed uninhabitable by a City of Tacoma, for code violations, the landlord can be held liable to tenant for the following:

- The entire amount of deposit;
- All prepaid rent; and
- Relocation assistance in the amount of \$2000 or three times the monthly rent, whichever is greater, as well as costs and attorney's fees

Relocation Assistance to Low-Income Tenants when a rental unit is demolished, substantially rehabilitated or changed in use:

Landlords are required to pay relocation assistance to low-income tenants (50% median income adjusted for family size in Tacoma) who are displaced due to rental property being demolished, substantially rehabilitated or change in use.

The following apply:

- \$2,000 in relocation funds
- 50/50 split between City and landlord

Compliance and Enforcement:

Retaliation Prohibited:

If the tenant exercises rights under the Washington State Residential Landlord-Tenant Act (RCW 59.18) and TMC 1.95, such as:

- Complaining to a government authority or
- Deducting for repairs,
- Lawful right to organize
- Are prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended.

Retaliatory actions include:

- Raising the rent
- Reducing services provided to the tenant
- Evicting the tenant

The law initially assumes that the above actions are retaliatory if they occur within 90 days after the tenant's action.

If a complaint is filed with the City of Tacoma, the complaint will be investigated and if the landlord does not come into voluntary compliance, the City may assess penalties against the landlord.

If you believe that your landlord has violated your rights under the Rental Housing Code (TMC 1.95). The first step is to bring it to your landlord's attention and this should be done in writing.

If your landlord does not come into compliance, then you can file a complaint with the City of Tacoma by calling 311 or 253-591-5000. You can also file a complaint online at www.cityoftacoma.org/rentalhousingcode.

WASHINGTON STATE RESIDENTIAL LANDLORD-TENANT ACT (RLTA), RCW 59.18

Owners and tenants have legal responsibilities to each other. The Washington State Residential Landlord-Tenant Act (RCW 59.18, RLTA) outlines the rights and responsibilities for landlords and tenants.

This summary is designed to help owners and tenants gain an understanding of the state rules and regulations affecting housing and provide resource on where to get assistance if needed.

Looking For Housing:

Good Faith Obligation:

State law requires landlords and tenants to act in good faith toward one another.

Most tenants who rent a place to live come under the Washington State Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law.

Residents who are generally not covered by the Act are:

- Renters of a space in a mobile home park are usually covered by the state's Mobile Home Landlord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in transient lodgings such as hotels and motels; residents of public or private medical, religious, educational, recreational or correctional institutions; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling. Tenants who lease a single family dwelling with an option to purchase, if the tenant's attorney has approved the face of the lease. Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

Screening (RCW 59.18.257):

At the time a prospective tenant applies to reside in a dwelling unit and the landlord charges them a screening fee to check their rental history, credit history, and criminal background, the landlord shall:

- Provide the prospective tenant with the landlord's written rental criteria
- Provide the prospective tenant informational website address designated by the City for the purpose of providing information about local code enforcement information, findings or settlements related

to housing discrimination against the landlord pursuant to TMC 1.29, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote

- Charge the actual cost for screening; landlord cannot make a profit
- Provide tenant with an adverse action notice if the tenant is denied and where information was obtained that resulted in the denial
- Provide tenant with an adverse action notice if the landlord takes any other adverse action such as extra deposits or requiring a co-signer.

If the landlord fails to provide the adverse action letter the tenant can sue the landlord for up to \$100.

Illegal Discrimination:

Landlords can use screening criteria according to their own business model. However, the landlord cannot discriminate against protected classes during their screening process.

Federal law [Fair Housing Act 42 USC s. 3601 et.seq. 1988] prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of:

- Race
- Color
- Religion
- Sex
- Disability (physical or mental)
- Familial status (having children or seeking custody of children),
- National origin

State law recognizes protection to the same individuals as well as for:

- Marital status,
- Creed,
- Sexual orientation(incl. gender identity)
- Military/Veteran Status

The City of Tacoma (TMC 1.29) also includes protections for:

- Age (over 40)
- Ancestry
- Source of Income

Types of Rental Agreements:

Month-to-Month Agreement :

- Can be written or oral
- If deposit or non-refundable fee is paid the agreement must be in writing
- Has no fixed time limit and continues until either landlord or tenant gives proper written notice that they want to terminate the tenancy
- Landlord can change the rules or policies with a 30-day written notice
- Landlord can increase the rent with a written 60-day notice (TMC 1.95.060)

Fixed Term (RCW 59.18.210) :

- Must be in writing to be valid
- Requires tenant to live in the unit for a specific time period
- Landlord can only increase rent or change rules if tenant agrees
- Leases for longer than a year must be notarized

Illegal Provisions In Rental Agreements:

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law (RCW 59.18.230). These include:

- A provision which waives any right given to tenants by the RLTA or that surrenders tenants' right to defend themselves in court against a landlord's accusations.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

When there is a written rental agreement for a premises, the landlord must provide a fully executed copy to each tenant who signs the agreement. A landlord must provide one free replacement copy of the written agreement if requested by a tenant during the tenancy(RCW 59.18.065).

Move-in Cost:

Security Deposit:

Under the Landlord-Tenant Act, the term “deposit” can only be applied to money which can be refunded to the tenant. If a refundable deposit is collected, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back. (RCW 59.18.260, TMC 1.95.040)
- The tenant must be given a written receipt for each deposit. (RCW 59.18.270)
- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy (RCW 59.18.260, TMC 1.95.040).
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord (RCW 59.18.270, TMC 1.95.040)

Non-refundable fees:

- These will not be returned to the tenant under any circumstances.
- The rental agreement must be in writing and must state that the fee will not be returned.
- Cannot legally be called a “deposit.” (RCW 59.18.285)

Last Month Rent:

- Is not a deposit and can only be used for rent payment of that month
- Landlord cannot use for damages

Holding Fee:

A tenant can pay the landlord a holding fee to ensure the landlord does not rent the unit to someone else before the tenant can move in. If a holding fee is paid the following apply:

- Must secure a specific dwelling unit for tenant to occupy
- Cannot be used to be put on a waiting list
- Tenant must be provided with a receipt and written statement outlining the terms
- If tenant is offered the unit and moves in, the holding fee must be applied to either first months' rent or security deposit
- If the unit is offered to the tenant and they do not move in, the landlord can keep the holding fee
- Holding fee cannot be retained if the unit fails a tenant-based rental assistance program inspection (section 8).

Liability:

Once a tenant has signed a rental agreement, the tenant must continue to pay the rent to maintain eligibility to bring actions under the RLTA. The tenant is responsible for in the maintenance and damages they have caused at the property.

LIVING IN UNIT

Landlord Responsibilities (RCW 59.18.060):

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' health and safety
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather tight condition
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, hot and cold water
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings
- Keep common areas, such as lobbies, stairways and halls, reasonably clean and free from hazards
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant
- Make repairs to keep the unit in the same condition as when the tenant moved in—except for normal wear and tear
- Keep electrical, plumbing and heating systems in good repair, and maintain any appliances which are provided with the rental
- Inform the tenant of the name and address of the landlord or landlord's agent
- Supply hot water as reasonably required by tenant
- Provide written notice of fire safety and protection information and ensure that the unit is equipped with working smoke detectors when a new tenant moves in. (Tenants are responsible for maintaining detectors.) Except for single family dwellings, the notice must inform the tenant on how the smoke detector is operated and about the building's fire alarm and/or sprinkler system, smoking policy, and plans for emergency notification, evacuation and relocation, if any. Multifamily units may provide this notice as a checklist disclosing the building's fire safety and protection devices and a diagram showing emergency evacuation routes.
- Provide tenants with information provided or approved by the Department of Health about the health hazards of indoor mold, including how to control mold growth to minimize health risks, when a new tenant moves in. The landlord may give written information individually to each tenant, or may post it in a visible, public location at the dwelling unit property.
- Investigate if a tenant is engaged in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. [RCW 59.18.180]
- Provide carbon monoxide detectors.
- *The landlord does not have to pay for damages or problems that caused by tenant.

Tenant's Responsibilities (RCW 59.18.130):

A tenant is required to:

- Pay rent, and any utilities agreed upon
- Comply with any requirements of city, county or state regulations
- Keep the rental unit clean and sanitary
- Dispose of the garbage properly
- Pay for fumigation of infestations caused by the tenant
- Properly operate plumbing, electrical and heating systems
- Not intentionally or carelessly damage the dwelling
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property)
- Maintain smoke and carbon monoxide detection devices including battery replacement
- Not engage in activity at the premises that is imminently hazardous to the physical safety of other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest [RCW 59.18.352]
- When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear

Landlord's Access to Rental Unit (RCW 59.18.150):

The landlord must give a tenant at least two days' written notice of their intent to enter the unit at reasonable times. The notice must state

- The dates of entry
- Either the exact time of entry OR a period during which it will happen, including earliest and latest possible times
- A phone number for you to call to object to the entry date and time or to ask to reschedule

The landlord only has to give one day's notice to enter to show the unit to existing or possible new tenants.

Tenants cannot refuse the landlord entry to repair, improve or service the unit. In the case of emergency or abandonment, the landlord can enter without notice.

The landlord still must get the tenant's permission to enter, even if the required advance notice has been given. If the landlord does not serve the tenant with proper notice to enter the rental unit, a tenant can serve the landlord with a written notice documenting the date and time of the violation and the landlord shall be liable for up to one hundred dollars for each violation after receipt of the notice. The tenant can sue the landlord in small claims court.

If a tenant unreasonably denies the landlord access to the unit after proper notice has been served, the landlord can serve the tenant with a non-compliance notice and the tenant shall be liable for up to one hundred dollars for each violation after the notice is served.

RENT

Paying Rent (RCW 59.18.063):

A landlord must provide a receipt for any payment made in the form of cash by a tenant. Upon the request of a tenant, a landlord must provide a receipt for any payment made by the tenant in a form other than cash.

Rent Increases (TMC 1.95.060):

A landlord is required to provide a minimum of 60 days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

RENTAL AGREEMENT CHANGES

Month-to-Month Agreement (RCW 59.140):

Landlord can change the provisions of month to month rental agreement, such as rules (for example smoking policy) by serving the tenant with at least a 30 days written notice.

- These changes can only become effective at the beginning of a rental period (the day rent is due).
- Notice which is less than 30 days will be effective the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 90-day notice. (RCW 59.18.200)

Fixed Term Lease:

Under a lease, in most cases, changes during the lease term cannot be made unless both landlord and tenant agree to the proposed change.

If the landlord does not serve you with proper notice for a change in the lease, or if you are on a fixed term lease, dispute the notice in writing. If the landlord does not rescind the notice or come into compliance, seek legal advice.

Repairs:

It is the landlord's legal duty to make repairs unless the damage is caused by the tenant or their guest (including accidental damage).

The process:

Notify the landlord with a **written repair request**.

- Describe the problem and what needs fixing.
- Include your name, address and apartment number. If the landlord is a management company, include the name of the unit's owner, if you know it.
- Try to hand deliver the letter or mail it "certified mail," and "return receipt" at the post office. This will make it easier to prove the landlord got the letter.
- Make a copy of the letter for yourself.

After you give the landlord the written repair request, the landlord must begin to make the repairs within the following timeframes:

- If you have no hot or cold water, heat, or electricity, or there is a life-threatening problem, the landlord has 24 hours to start repairs. (RCW 59.18.070 (1)).
- If your refrigerator, stove, oven, or plumbing fixture is broken, the landlord has 72 hours to start repairs. (RCW 59.18.070 (2)).
- For all other repairs, the landlord has ten days to fix the problem (RCW 59.18.070 (3)).

The landlord must make sure the repairs are completed promptly. If completion is delayed due to circumstances beyond the landlord's control, including the unavailability of financing, the landlord shall remedy the defective condition as soon as possible.

Tenant's Options (RCW 59.18.090):

If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

1. Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the deposits they would normally get back.
2. Litigation or arbitration can be used to work out the dispute.
3. The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. (RCW 59.18.100).
4. The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradespersons. The same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.
5. Rent in Escrow - After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. It is wise to consult an attorney before taking this action.
6. Request Code Inspection of the property

A tenant **must be current in the payment of rent including all utilities** to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. (RCW 59.18.080).

Illegal Actions by the Landlord:

The law prohibits a landlord from taking certain actions against you while living in the rental unit:

Lockouts (RCW 59.18.290):

No matter what, even if you are behind in rent, the landlord cannot:

- Lock you out of the unit
- Locks
- Add new locks
- Keep you from entering the unit in any other way

Utility Shut-offs (RCW 59.18.300):

A landlord can only shut off utilities to make repairs. The landlord cannot shut off tenants' utilities because they owe rent to try to make the tenant move out. It is also illegal for the landlord to purposely not pay the utility bills to get the service turned off. A tenant can sue the landlord if they shut off the utilities. If the tenant wins, they can be awarded up to \$100 for each day it was off.

Taking Your Property:

The landlord can only take your property if you abandon the unit (RCW 59.18.310).

*It is illegal for a rental agreement to say the landlord can take your property.

If the landlord takes your property, first contact the landlord in writing. If the landlord does not return your property, you can sue the landlord. The judge can award you up to \$500 for each day the landlord withholds the property.

Renting condemned property (RCW 59.18.085):

The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. If a rental property is deemed uninhabitable by a City of Tacoma, the landlord can be held liable to tenant for the following:

- The entire amount of deposit;
- All prepaid rent; and
- Relocation assistance in the amount of \$2000 or three times the monthly rent, whichever is greater, as well as costs and attorney's fees