



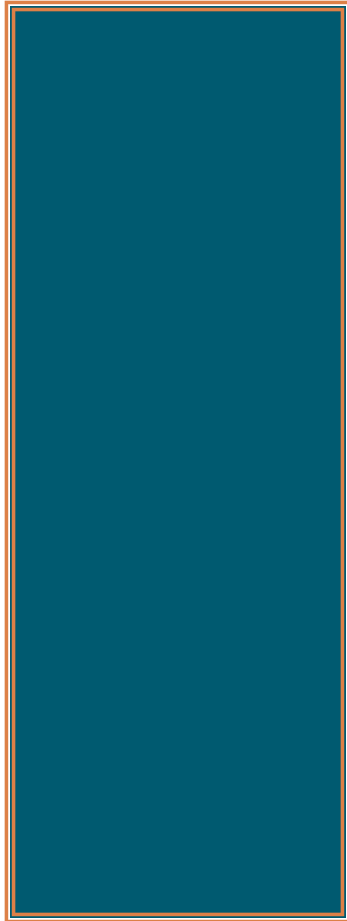
Rent Smart!

a class for tenants in WA State

Information current as of July 2016

solid-ground.org
206.694.6700

Solid Ground



- **Mission:** Solid Ground works to end poverty and undo racism and other oppressions that are root causes of poverty
- Programs serving more than 60,000 people each year in Seattle & King County

Tenant Services

- **Tenant Services Hotline**

- M & Th 10:30AM-4:30PM, W 10:30AM-1:30PM

- Information about tenant rights under state laws and local municipal codes

- Discuss your situation and brainstorm actions

- Community resources & free legal referrals

- **Rent Smart Workshops**

- **Legislative advocacy**



* No financial rental assistance available

This slide show is presented as an educational tool courtesy to tenants in WA State. This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice. Please refer to RCW 59.18 for clarification.

- Washington State Residential Landlord Tenant Act



Putting laws in perspective

- Landlord-Tenant laws are self-enforced
- No governmental or policing agency overseeing landlords to ensure residences are kept safe and healthy, and business practices are ethical
- Landlord's main interest is often profit and to spend as little as possible on repairs
- Imbalance of power between landlord and tenant
- Better understanding of laws can help tenants assert their rights

Top 5 Tips for Tenants!

1. Be proactive! Know your rights under the law and how to assert them
2. You must be current in rent to assert your rights under the law
3. Don't withhold rent over repairs; the landlord could evict you for nonpayment of rent
4. Communicate in writing. Create a file, keep copies of receipts, notices, etc.
5. Read the rental agreement before signing and view the actual unit you are moving into

Housing Search Preparation

*Step One:
Cleaning Up Your Credit,
Rental, and Criminal History*



Overcoming Housing Barriers



- **Credit Reports:**
 - Outstanding debt or judgments from previous landlords or other debtors
 - Request a free credit report
 - Request a free copy to know what's on your report and correct any errors
 - One copy per year from each credit reporting agency (Experian, Equifax and TransUnion) www.annualcreditreport.com
 - Right to one if denied housing based on that credit report
 - Pay off judgments or debts
 - American Financial Solutions -1-888-282-5811 www.myfinancialgoals.org
 - Financial Fitness Boot Camp - 206-694-6864
 - Debt Collection Defense Clinic: Tuesdays, 1:00-3:00PM
 - King County Courthouse, Law Library (516 3rd Ave, Seattle)
 - Explain to LL circumstances and what doing to clean up credit

Overcoming Housing Barriers



- **Rental History:**
 - Lack of recent rental history
 - Get references from other sources (i.e. former landlords, employers, case managers, transitional programs, volunteer experience, etc.)
- **Eviction Filings:**
 - Evictions are public records and are never taken off your record once filed
 - Even if you prevailed in court, the eviction filing can be accessed by landlords and used to deny housing
 - Wrongful evictions - where the landlord attempted to evict the tenant but the tenant won in court - also remain on your public record
 - Check your record to see if there is an eviction on file - www.courts.wa.gov
 - Know policy ahead of time
 - Ask landlord what would be an automatic denial of an application?
 - If you have an evictions history, ask how far they check back.



New Law (ESB 6413)

All eviction won't be treated equally!

- Effective June 9, 2016
- Creates “order for limited dissemination” of UD filings
 - Tenant-screening company may not disclose existence of unlawful detainer case on report pertaining to tenant
 - Tenant-screening company cannot use in scoring or making recommendation

***May apply to previously filed evictions!**

- Does not remove court record from public access
- Prohibits disclosure in tenant-screening reports only
- Order must be in writing

**Contact consumer reporting agency that is included in landlord's pre-screening notification*

Overcoming Housing Barriers



● Criminal Records

- Some landlords may deny you regardless of the nature of the crime, the circumstances, or the amount of time that has passed since the charges occurred
 - Know policy ahead of time
 - Ask landlord what would be an automatic denial of an application?
 - If you have a criminal history, ask how far they check back
 - Letters of reference
 - Prepare letter of mitigation factors
 - Arrest is not enough - possible fair housing violation
 - Expunge your record
 - ACLU of Washington's Criminal Records Project - 206.624.2180, 10:00—3:00, T - Th.
 - Certificate of Restoration of Opportunity
 - Re-entry Clinic of Columbia Legal Services - 206.287.8625
 - Reasonable Accommodation if related to disability (drug addiction)
- Seattle is trying to pass an ordinance to make having a criminal background a protected class - this would mean landlords could not solely deny housing based on your record
 - Fair and Accessible Renting for Everyone (FARE) <http://www.fareseattle.org/>


Housing Search



- Housing Resources
 - Washington State 2-1-1
 - Housing Search NW: www.housingsearchnw.org
 - Apartment Finder: www.aptfinder.com
 - Craigslist: www.craigslist.org
 - Padmapper: www.padmapper.com
 - Submit Applications for Subsidized Housing



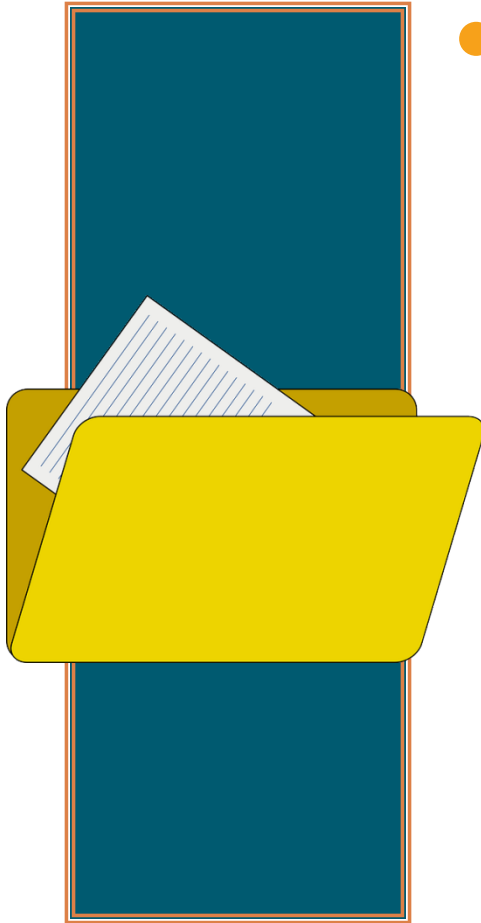
Housing Search - Tips



Helpful
Tips

- **Find a landlord who's willing to work with you**
 - Some individual landlords will be more flexible than large management companies
- **Get support**
 - Case managers can be a great resource for advocating for you with landlords or assisting with finding available units
- **Prepare questions regarding the property**
 - Are utilities included? Size of unit? Are pets allowed?
 - Amenities that are important to you? E.g. Close to bus line, washer and dryer on property?
 - What would be an automatic denial of an application?
- **Research the housing and management**
 - Yelp
 - Better Business Bureau (206.431.2222)
 - www.apartmentratings.com

Housing Search



- Rental Resume
 - Treat the application process as a job application
 - Gather list of references and letters of support
 - Know and understand what's on your record
 - Be prepared to respond to and explain any concerns
 - Present other positive information to assure the landlord that you will be a responsible tenant

Tenant Screening

RCW 59.18.257



- Before you submit a rental application, the landlord should post or provide written notice of:
 - Type of personal information they will access to conduct the screening
 - i.e. credit history, evictions, etc.
 - Know what's on your record beforehand, to minimize your risk of paying fees and being denied
- Information that may result in application being denied
 - If a screening company is used:
 - The contact information for the agency
 - Your right to get a free copy of the report if you are denied
 - Your right to dispute the accuracy

***Order for limited dissemination**

Tenant Screening

RCW 59.18.257

- **Tenant Screening Fees**
 - Can only charge for the actual costs of screening (approximately \$20-\$70)
 - Only if they provide written notice of what the screening entails as described
- May screen each tenant applying for:
 - Rental history
 - Credit history
 - Criminal background
 - Eviction filings and other public records

Tenant Screening

If application is denied, the landlord should provide written notice stating the reasons for your denial

[SAMPLE ADVERSE ACTION NOTICE]

Your Name, Your Address, Your City/State/Zip

This notice is to inform you that your application has been [Landlord must check one]:

- Rejected
- Approved with conditions:
 - Residency requires increased deposit
 - Residency requires a qualified guarantor
 - Residency requires last month's rent
 - Residency requires an increased monthly rent of \$....
- Other:

Adverse Action on your application was based on the following [landlord must check all that apply]:

- Information contained in a consumer report (The prospective landlord must include the name, address, and phone number of the consumer reporting agency that furnished the report that contributed to the adverse action.)
- The consumer credit report did not contain sufficient information
- Information received from previous rental history or reference
- Information received in a criminal record
- Information received in a civil record
- Information received from an employment verification

Dated this ___ day of ____, 20__
Agent/Owner Signature

Holding Deposits

RCW 59.18.253

- Collected after a unit is offered to a tenant to secure that the prospective tenant will move into the unit
- Landlord must provide:
 - Receipt for money paid by the tenant
 - Written statement regarding how the holding deposit is applied
- Tenant moves in: Holding deposit is credited toward security deposit or first month's rent
- Tenant turns down the unit: Landlord has the right to keep the holding deposit
- Landlord must return the deposit if the unit fails a tenant-based rental program inspection

Security & Damage Deposits

RCW 59.18.260

- When a landlord collects a deposit, the following must occur:
 - Rental agreement must be in writing
 - Including written terms & conditions under which the deposit can be withheld and/or is refundable
 - Walk-through checklist signed and copy to tenant
 - Landlord provides the name of the bank where deposit is held in a trust account (RCW 59.18.270)

Security & Damage Deposits

RCW 59.18.280



- What can your landlord withhold from your deposit?
 - Money for damages caused by tenants or invited guests
 - Deposit cannot be withheld for 'normal wear and tear'
 - No definition of this term under the law
 - Rental agreement must include specific exceptions
 - Example: late fees or past-due rent

Getting your deposit back

- At the end of your tenancy:
 - Landlord has 21 days* to refund the deposit or send an itemized statement detailing why any portion of your deposit is being withheld
 - Refund or statement must be *postmarked* by the 21st day after the tenant returns keys to landlord
- *New law - Old deadline of 14 days may apply in some cases!
- If the landlord misses the 21-day timeline, the tenant is entitled to a full refund of their deposit
 - Send demand letter and copy of the law to landlord
 - Small Claims Court
 - Tenant can ask for *two times* the amount of the deposit and can sue a landlord that lives out of state

Rental Agreements

- Before signing a rental agreement, make sure you consider the following:
 - How much is rent, and when is it due each month?
 - How much is the deposit and are there other fees?
 - Who pays utilities and how are they billed?
 - Rules of the tenancy, such as: pets, guests, parking, etc.
 - Have you looked at the actual unit you will move into?
 - Is it a fixed term lease, or a month-to-month tenancy?

Rental Agreements

Fixed Term Leases

- Landlord cannot terminate the tenancy, change rules, or increase rent during the lease term.
- A lease is a binding contract: both parties are held responsible for fulfilling the term. Breaking a lease can be costly for tenants.

Month to Month Agreements

- Terms of lease, including rent increases, can be changed or added with 30-days written notice.
- Can be terminated by either party with 20 days written notice before the end of the rental period, *except in Seattle*.

Rent Increases

RCW 59.18.140

- To institute a rent increase:
 - A tenancy must be month-to-month or up for renewal
 - 30 days written notice is required, and must correspond to the beginning of the rental period (usually the 1st of the month)
 - In **Seattle**, rent increases of 10% or higher in a 12 month period require 60 days written notice
 - **Only if units comply with minimum rental standards (Complaint line 206-615-0808)*
 - A rent increase cannot be retaliatory
 - There is no rent control in Washington.

Notice to Move Out

RCW 59.18.200



- In a month-to-month tenancy:
 - Either party must give 20 days written notice before the end of the rental period to terminate a tenancy
 - Generally, this means if you pay rent on the 1st, you must give notice by the 10th of the month
 - Improper notice or not moving out by the deadline may cost a tenant an entire month of rent
 - In Seattle, a landlord cannot terminate a month-to-month tenancy without "Just Cause"

Breaking a Lease

- There are only a few circumstances in which the law allows a tenant to break their lease.
 - Your landlord does not begin repairs within the given timeframe after receiving written notice of the problem OR remedy the problem within a reasonable timeframe (RCW 59.18.090)
 - You are in the armed forces and have received deployment orders that do not allow proper notice to move (RCW 59.18.200 / 220)
 - You have been a victim of domestic violence, sexual assault, unlawful harassment, or stalking (RCW 59.18.570 / 575)
- *Be sure to consult with an attorney if you are considering breaking your lease!*

Domestic Violence Protections

- Landlords cannot terminate a tenancy, fail to renew a tenancy, or refuse to enter into a rental agreement because of a tenant's status as a survivor of domestic violence (RCW 59.18.580)
- Locks may be changed, at tenant's expense
- No penalty for breaking lease, but responsible for the last full month of rent
- Survivors cannot be held responsible for damages caused to the unit as a result of the incident of domestic violence
- The Fair Tenant Screening Act prohibits disclosure of survivor's domestic violence status on a tenant screening report

Duties

Tenant

RCW 59.18.130

- Pay rent & utilities as agreed upon in the rental agreement
- Comply with city, county, and state laws
- Upon move-out, return unit to original condition minus 'normal wear and tear'

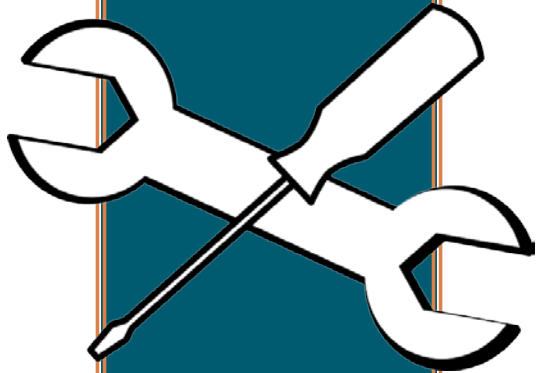
Landlord

RCW 59.18.060

- At all times during tenancy keep the premises fit for human habitation
- Ensure that housing complies with local code, maintain all structural components
- Make necessary repairs to keep property in same condition it was at beginning of tenancy

Repairs

RCW 59.18.070



- To request repairs:
 - Contact your landlord as soon as you notice the problem
 - Send your repair request in writing
 - State the timeframe to begin repairs provided in the law
 - Send repair letters by certified mail, return receipt requested
 - Keep a copy of the letter and receipt from the post office!

Repairs: Timeframes

RCW 59.18.070

- Once the landlord receives a written request, he or she must begin to fix the problem within:
 - 24 hours: if deprived of hot & cold water, electricity, heat, or other things imminently hazardous to life
 - 72 hours: if deprived of plumbing fixtures, refrigerator, oven or other appliances supplied by the landlord
 - 10 days: for all other repairs

Repairs: Options & Warnings

RCW 59.18.090

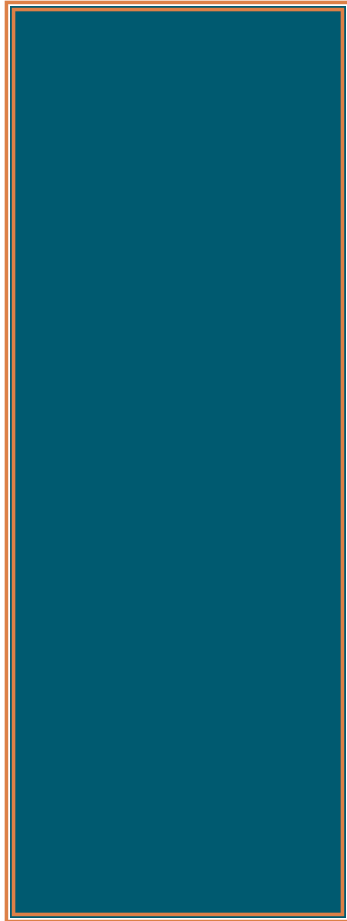
RCW 59.18.100

- If your landlord does not begin repairs within the given timeframe, speak with an attorney about your options under the law:
 - Make the repair yourself or hire someone to do it & deduct the cost from your rent
 - Warning: Not paying your rent in full may result in a landlord beginning the eviction process due to non-payment of rent
 - Break your lease & move
 - Warning: You may be responsible for remaining rent and/or lease termination fees
 - Put rent in escrow *with help from an attorney*
 - Seek a court order for reduced rent

Seattle: Rental Registration and Inspection Ordinance (RRIO)

- New, proactive inspections of rental housing to hold landlords accountable to health and safety codes
- Landlords must register with the City
- Each property is inspected every 10 years by the Department of Planning & Development (DPD)
 - Residents can still report violations outside RRIO inspections, resulting in more frequent inspections
- DPD can pressure landlord with fines if there are violations
- DPD RRIO Contact Info: (206) 684-4110

Seattle: Rental Registration and Inspection Ordinance (RRIO)



- You will receive at least two days written notice from landlord/property manager
- Put away personal items you don't want seen
- The inspectors are *only* reporting **code violations**
 - Roof, walls, plumbing, doors, windows, heat, etc.
- They will not:
 - Go through personal items
 - Look in dressers
 - Ask about immigration status or illegal activities

Landlord Entry



RCW 59.18.150

- In non-emergency situations, a landlord must give:
 - 48 hours written notice to enter your unit
 - 24 hours notice to show the unit to prospective tenants or buyers
- Written notice must give exact time & date of entry
- Landlord may enter a unit without the tenant's consent in case of emergency or abandonment
- Landlord should not abuse the right of access or use it to harass the tenant
- After written notice of privacy violation, the tenant can collect \$100 per violation from landlord

Illegal Actions of Landlords

RCW 59.18.240

- Lockouts
 - Landlords must go through the legal eviction process
- Utility shut offs
- Taking or selling tenant's property
- Renting condemned property
- Retaliation
 - Ex. Raising rent, terminating tenancy after tenant's assertion of rights

Pre-Eviction Notices

RCW 59.12

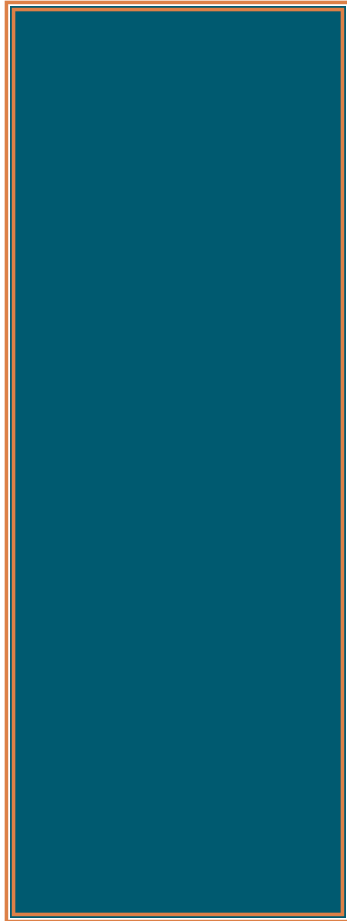
- **3 day notice to pay or vacate**
 - Non-payment of rent or if rent is not paid in full by the due date
 - Tenant has 3 days to pay in full, landlord is required to accept rent in that timeframe
 - If tenant does not pay or vacate within 3 days, landlord can evict
- **10 day notice to comply or vacate**
 - Only used if tenant has not complied with rules of the rental agreement
- **3 day notice for Waste or Nuisance**
 - Tenant has participated in illegal activity on the premises, such as gang or drug related activity, or causes major damage or unlawful harassment
 - No option to remedy the problem and stay

Eviction Process

RCW 59.12

- The landlord has to follow court process and cannot force the tenant out sooner than the courts permit!
 - Eviction Notice
 - Lawsuit for Unlawful Detainer filed
 - Summons & Complaint
 - Answer due
 - Order to Show Cause Hearing
 - Writ of Restitution
- *The eviction process takes approximately three weeks*

Fair Housing Laws

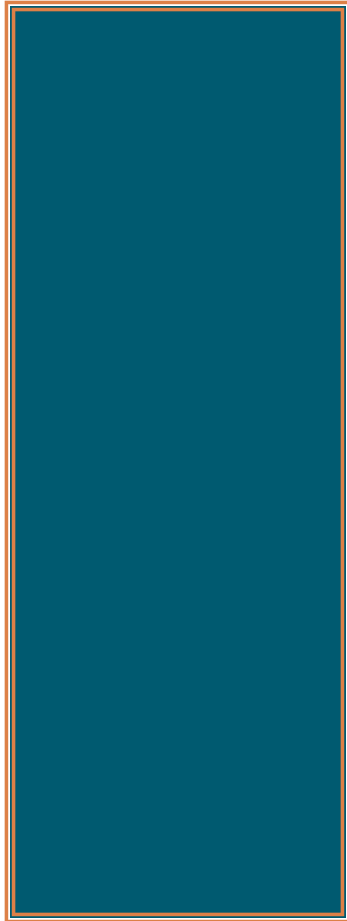


- The Fair Housing Act provides protection from discrimination
- A landlord can't single you out from others and treat you differently if you are included in a protected class
- What can discrimination look like?
 - Preferential advertising
 - "Steering"
 - Refusal to rent
 - Unreasonable occupancy limits
 - Exclusion of children
 - Refusal to allow reasonable modifications
 - Harassment

Fair Housing Laws

- Reasonable Accommodation: a change made to a policy, program, or service that allows a person with a disability to use and enjoy a dwelling, including public and common use areas.
 - Ex. requesting a parking space closer to your unit
- Reasonable Modification: a physical change made to a resident's living space or to the common areas of a community, which is necessary to enable a resident with a disability to have full enjoyment of the housing.
 - Ex. installing handle bars in a shower or bath
- You do not need to disclose the nature of the disability, just that you are disabled. The landlord has the right to ask for verification that the requested exception is related to the disability.

Subsidized Housing



- Section 8 Vouchers
- Low-Income Public Housing
- HUD Subsidized Project Based Section 8
- Tax Credit Housing

- Most tenants pay 30% of adjusted income
 - Beware of illegal side payments
- Regularly & immediately report changes in household status and income
 - Annual Income Recertification
- Provide access for inspections
- Section 8 leases always begin as a one-year lease
- If a unit fails inspection, you have a right to a refund of your holding deposit (RCW 59.18.253)
- You must have approval from the housing authority to move within the initial 12 months of being on the voucher program

Subsidized Housing

- Termination of subsidy:
 - Notice and Good Cause required
 - Pre-termination conference (SHA)
 - DV survivors cannot lose Section 8 as consequence of abuse
- Grievance Hearing:
 - Right to a hearing for any action or failure to act which adversely affects tenant's rights
 - Challenges to rent increases, damage charges, income determination, denials of additions to add household members
 - Must request hearing within 10 days of receiving termination notice
 - Right to review file and evidence *before the* hearing
 - Tenants are allowed to ask questions of any witnesses
 - Request a "Prehearing Conference" with Certification Specialist to attempt to resolve the problem before the hearing

We're here to help!

Tenant Services Hotline

M & Th 10:30AM-4:30PM, W 10:30AM-1:30PM

206.694.6767

