

Deposits and damages

Author

Northwest Justice Project

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This guide will help you understand your rights and how to protect your deposit before you move in, while you're renting, right before you move out, and after you've moved. Learn what landlords must do to keep your deposit and claim you owe damages and how you can dispute damage claims.

1. Before you move in

Washington's Residential Landlord-Tenant Act (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18>) includes laws about deposits for most landlords and tenants in Washington. For example, RCW 59.18.260 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.260>) requires a written checklist or statement about conditions and says that deposits can't be kept for wear resulting from ordinary use of the premises.

These laws do not apply to people in some situations, including when

- You pay a "monthly deposit fee waiver" instead of a deposit
- You live in a mobile home park where you own your home
- You live in housing provided by your employer as part of your job
- You rent commercial space for your business, not a space to live.

When can the landlord make me pay a deposit?

To collect a deposit or security, your landlord must give you a written lease or rental agreement **and** a checklist or statement to sign and date when you start to rent the place to live. The landlord must give you a copy of your signed and dated written lease and checklist. You have a right to one free replacement copy during

your tenancy.

The checklist should describe the cleanliness of the rental and any existing damage. The checklist should include information about the condition of the walls (paint and wallpaper), carpets and other flooring, furniture, appliances, etc.

You can read the state law about these requirements at RCW 59.18.260 (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.260>).

Do I have to pay the deposit all at once?

Maybe not. You can now choose to pay your deposit, nonrefundable fees, and last month's rent in a payment plan (an installment plan), instead of all at once. If the move-in costs are more than 25% of first month's rent, you can ask your landlord in writing for an installment plan to spread out the payments over three months. You and your landlord must sign and date a **written** installment plan. You can read about this at RCW 59.18.610(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.610>).

What can I do to protect my deposit when paying?

Here are things you can do when you pay your deposit:

- Make sure your lease correctly states how much you paid.
- Ask your landlord for a written receipt confirming payment. Do not pay with cash unless your landlord hands you a signed and dated receipt **at the same time**.
- Your landlord must also tell you in writing where your deposit is held, such as the name, address, and location of the trust account. You can read the state law about this at RCW 59.18.270 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.270>).
- Keep the receipt(s) in a safe place to prove what amounts you paid for deposits. Keep a digital copy for backup. You can scan the documents at your local library and upload it to cloud storage. You can take a photo on your phone and email it to yourself.

What can I do to protect my deposit before I move in?

To increase the chances of getting your deposit back, here are things you can do before you move into a rental, while you live there, and before you move out:

- **After you sign a lease, take detailed photos and videos of the place before you move in.** For example, take photos and video of the inside and outside of the refrigerator, microwave, stove (including the drip pans), drawers, closets, carpets, walls, window blinds, doors, and baseboards. Keep the photos and videos in a safe place or make digital copies.
- **Do a walk-through inspection of the place with your landlord.** Write down any existing problems or damage, even if they seem small. Keep a copy of the walk-through report for your records. If the walk-through report has check boxes, make certain each box is accurately checked. If your landlord doesn't have a checklist, you may offer your own detailed version of a checklist and help fill it out.
- **If your landlord refuses to do a walk-through inspection and only attaches a blank checklist to your lease, you may fill it out, sign, and date the checklist yourself.** You can attach photos as proof of any existing problems or damages you find. Make a personal copy and return the signed original checklist to your landlord right away. Your landlord must sign the checklist and give you a copy of the final version. Keep both your copies in a safe place.
- **After you settle in the first week,** if you discover things you missed on your checklist when you first moved in, **write to your landlord to update your move-in inspection checklist.** For example, if you plug in something to an outlet and learn that it does not work or you try the garbage disposal and find out it is broken. Ask for repairs in writing. Keep copies of your written repairs. If you submit maintenance requests through a website or app, take screenshots of your request in case it gets deleted.

2. While you are renting

What are my rights and responsibilities around the deposit while I am living in the rental?

- Keep the place clean and avoid causing damage.
- If any repairs are needed, write to your landlord to ask for repairs right away. Ask your landlord if there is an after-hours emergency maintenance number. Your lease may require you to call right away during an emergency. If you ignore the problem and things get worse, you may be responsible for damages. Keep a written record of what repairs you asked for, when you asked for them, and what your landlord did or did not do. If you submit

maintenance requests through a website or app, take screenshots. Some landlords may insist on only accepting repair requests by phone. However, to exercise your tenant rights to repairs, requests must be made in writing. You may consider calling first to request the repair and then follow up in writing. You can read about this law at RCW 59.18.070 (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.070>).

- If someone else damages your property (for example, a stranger broke your window), consider making a police report. Write to your landlord to tell them what happened and send a copy of the police report. Landlords cannot charge you for damages you didn't cause.
- Consider getting renter's insurance. Many landlords now require that you maintain renters and liability insurance during your tenancy. Carefully review your lease. Liability insurance may protect you if something goes wrong in your rental.

3. Before you move out

I am moving out soon. What can I do to try to make sure I get my deposit back?

- If you decide to move when your lease is up, you must give your landlord proper written move-out notice. You must also move out on time.
- If the landlord properly ends your lease, you must move out on time.
- **Clean the place thoroughly.** This includes floors, walls, carpets, surfaces, windows and mirrors, light fixtures, and the inside and outside of appliances. Check your lease or rental agreement to see if you need to arrange for professional carpet cleaning or professional cleaning services. You may need to provide a copy of the receipt to the landlord to avoid additional fees.
- Take all personal belongings and trash with you when you move. Do not leave furniture in the unit or anywhere on the property.
- Just like when you moved in, **take detailed photos and videos** of the place before you leave. For example, take photos and video of the inside and outside of the refrigerator, microwave, stove (including the drip pans), drawers, closets, carpets, walls, window blinds, doors, and baseboards. Keep these in a safe place or make digital copies.
- Do a **walk-through inspection** of the place with your landlord. Compare the condition of the rental at the time you are moving out to its condition when you moved in. Make sure any notes about damages are accurate. If you do

not agree with an alleged damage, write that on the report. If your landlord takes the original and says they will make a copy for you later, consider taking a photo of the report first on your phone. Keep a copy of the report for your records.

- If your landlord refuses to do a walk-through with you, ask your landlord again by email to schedule a walk-through. If your landlord still refuses, do your own walk-through with a friend. Write down details about the condition of the rental. Sign and date the report. Keep it for your records.
- Return to your landlord all garage door openers, parking passes, and keys/fobs.
- **Make sure to give your landlord your new mailing address.** Then, your landlord will know where to send the deposit. If you can, give this information to your landlord by email or another way you can prove. If you are moving for safety reasons, provide the landlord a safe mailing address. You may consider getting a PO box or enrolling in the Address Confidentiality Program (ACP). If you do not have a new permanent address, talk to your local Post Office about General Delivery. You may inform the landlord to write to you by mail via General Delivery (<https://faq.usps.com/s/article/What-is-General-Delivery>).
- Submit a Change of Address with U.S. Postal Service (<https://moversguide.usps.com/mgo/disclaimer?referral=UMOVE>) so your mail is forwarded at USPS.com/move (<https://moversguide.usps.com/mgo/disclaimer>). You may also submit the form in person at the postal service office. The postal service will generally only forward your mail for 6 months. You may submit a request to extend mail forwarding for an additional 6, 12, or 18 months.
- Transfer or close out final billing with any utility companies.
- Update your address in all your accounts, including banks and public benefit agencies.

4. 30 days to refund your deposit

When does my landlord have to tell me about damages or return my deposit?

As of July 23, 2023, your landlord has **30 days** after you move out to refund your entire deposit or give you a written statement with documentation (receipts or

invoices) showing why your landlord is keeping some or all of the deposit. You can read the law that requires this at [RCW 59.18.280](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.280) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.280>).

The written statement must be **“full and specific”** detailing why your landlord is keeping some or all your security deposit, or why your landlord believes you owe money. It must list the repair being made and tell you how much that repair is costing your landlord.

Your landlord must also send **documentation** showing the cost of repairs such as invoices, receipts, bills, or estimates. If your landlord sends a statement, but does not include any proof of costs, your landlord failed to notify you correctly under the law even if your landlord gave you the statement within 30 days.

Your landlord must give you the written statement and documentation in person or mail it to your last known address by the 30th day after you move out. If you did not give your landlord a forwarding address, your landlord should mail it to the place you just moved from. If you properly submitted a mail forwarding request, the post office should forward the mail to your new address.

Please note that if your tenancy ended **before July 23, 2023**, your landlord must give you a written full and specific statement **within 21 days** after you move out explaining why the landlord kept some or all of the deposit. Substantiating documentation for damages is not required for tenancies ending before July 23, 2023, but you may write to request verification of the debt (proof of the amounts owed).

What if my landlord doesn't return my deposit or mail an itemized statement within 30 days after I moved out?

First, write your landlord a letter asking for the return of your deposit. You should say the type and amount of deposit. You should also say the date you moved out and returned the keys, and that you have not heard from your landlord at all within 30 days. You should ask your landlord to return your deposit immediately. You should give the address where you want the deposit sent.

Mail this letter to the landlord by **certified mail, return receipt requested** (<https://faq.usps.com/s/article/Return-Receipt-The-Basics>). Keep a copy of the letter and the certified mail receipt for your records. You can [use our sample letter \(NJP Housing 620\)](#) or [fill out the letter online](#). if you have not heard from your former landlord after **30 days** of when you moved out.

If the landlord refuses to refund your deposit, you can sue your landlord in small claims court and ask the court to award you twice the amount of your deposit if your landlord did not meet the 30-day deadline. If your landlord only provided a statement within 30 days, and did not provide documentation, that is not good enough under the law. You must start your lawsuit within **3 years** of your tenancy ending. This time limit to sue is called a “statute of limitation.” You give up the right to sue if you do not file your lawsuit on time. You can read about this law at RCW 59.18.280(3)(c) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.280>).

If your landlord did not follow this part of the law, your landlord cannot counterclaim or ask for damages if you sue your landlord to get your deposit back. There is an exception if your landlord can prove that circumstances beyond their control kept them from meeting the deadline. Even if your landlord cannot prove this, they could start their own lawsuit against you if they say you owe them money.

5. Landlord kept my deposit

What if the landlord sends a letter within 30 days saying they are keeping some or all of my deposit, or that I owe them money?

Read the letter carefully to know why your landlord says they are keeping your deposit or that you owe money.

If your landlord says you damaged the rental unit, your landlord must also include copies of estimates, invoices, and other documents to prove the charge(s) for repairs. If your landlord does not send you supporting documents within 30 days, your landlord must return your deposit.

Unless the landlord can show circumstances outside their control for failing to send you documents within 30 days, the landlord cannot:

- charge you for damages,
- report the damages to a consumer reporting agency, tenancy screening service, or prospective landlord, or
- submit it for debt collection.

Your landlord cannot keep your deposit for normal wear resulting from ordinary use of the premises.

Your landlord may claim that other damages are owed, such as unpaid rent or fees. You may request a copy of your tenant ledger to review if there are any mistakes. For example, if you prepaid last month's rent at move-in and this payment was never applied to your ledger (account), you should write to let the landlord know this was already paid with proof of last month's rent (for example, a receipt, copy of the check).

Landlords may only charge for fees allowed under your lease. Carefully review your lease to see if the fees are authorized. For example, your lease says late fees are \$50.00. The landlord is charging you \$100.00. You should write to dispute the charge and refer to the section in your lease as proof.

I disagree with what the landlord says in their letter explaining why I owe them money or won't get my deposit back. What can I do?

You should write the landlord a letter to dispute that your security deposit is being kept or that you owe your former landlord money. You can use our sample letter (NJP Housing 621) or fill out the letter online. It should explain in detail why you disagree with some or all charges. Attach any proof you have, such as photos or video, a copy of your move-in checklist showing preexisting damage. If the landlord claims other damages are owed, such as unpaid rent and fees, attach proof, such as receipts, copies of check(s) or money order slips, bank statements, etc.

What if the landlord ignores my letter?

Keep copies of all correspondence between you and your landlord in a safe place. You should also keep copies of all your evidence, such as photos, videos, move-in report, move-out report, and so on. These will be important if you decide to sue your former landlord or if you are sued.

What if I want to sue my former landlord to get my deposit back?

If you are seeking less than \$10,000, you can sue in small claims court.

A court case called *Silver v. Rudeen Management Company Inc.* (<https://caselaw.findlaw.com/court/wa-court-of-appeals/2024070.html>) says your

time limit to file a lawsuit is within 3 years of moving out, under RCW 4.16.080(2) (<https://app.leg.wa.gov/rcw/default.aspx?cite=4.16.080>).

You must name the owner and/or manager or person to whom you paid rent as the “defendant” in your lawsuit. If you cannot find out who owns the place, try calling a title insurance company or the county assessor’s office to ask for the name and address of the owner of the property you rented.

Before deciding to sue, try to get legal help to understand the risks and benefits of filing a lawsuit. You might win the case and get your deposit back. Or the court might decide you owe your old landlord money. You could end up with a judgment entered against you and some of your income and resources could be taken. Judgments affect your credit score and may make it harder to rent with future landlords.

6. Normal wear or damage?

As of July 23, 2023, RCW 59.18.280 (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.280>) says that landlords cannot charge tenants for **"wear resulting from the ordinary use of the premises."** Normal wear from ordinary use refers to the deterioration (breaking down) of an item over time that occurs under ordinary conditions.

The more you use something, the more it will wear out over time. Each item will last a certain period based over its lifespan. For example, carpet may last anywhere from 5 to 15 years. Things that affect the life of the carpet may depend on its fiber type, carpet quality, foot traffic, and maintenance.

Damage occurs from accidents or unreasonable use. Even intentional alterations (changes) to the premises can be considered damage. For example, installing permanent shower grab bars without your landlord’s written permission may be considered damage.

Your rental unit should be returned to the landlord in the same condition it was given to you, minus normal wear from ordinary use.

If your tenancy ended before July 23, 2023, the law for older tenancies prohibits landlords from charging for general wear and tear. The law did not define general wear and tear, but you can similarly challenge (dispute) that things that wear out over time from ordinary use cannot be charged to a tenant.

If you damage the item, the landlord may only charge you the cost of repair or replacing only the damaged part if it was reasonably documented in the written checklist.

The landlord may consider:

1. the actual cost to replace the item
2. how long the item will last before it wears out (“useful life”)
3. the current age of the item
4. its remaining useful life.

Landlords may only charge you for the remaining useful life of the item.

Example 1:

You moved into the apartment last year, and the dishwasher was already 4 years old. You accidentally damaged the dishwasher because you used dish soap instead of dishwasher detergent. Your landlord requested estimates and repairing the dishwasher was just as expensive as replacing it entirely. Because you damaged the dishwasher, you are responsible for only a percentage of the replacement cost, as it was not new when you moved in.

1. Cost of new dishwasher: \$400
2. Useful life: 10 years
3. Current age of dishwasher = 4 years
4. Remaining useful life = 6 years (10 years - 4 years)

Example tenant responsibility: $\$400 \times .60 = \240

Example 2:

You moved into your apartment, and the carpet has not been changed in 20 years. You lived in the apartment for another 2 years. You have a pet who stained and tore up a corner of the carpet. Carpets only have a lifespan of 5-15 years. Even if you damaged the carpet, you can

argue that your landlord cannot charge you because it should have been replaced long before you moved in.

Normal wear from ordinary use compared to excessive damages

Here is a list that shows the difference between excessive damages and normal wear from ordinary use for several common features in rental housing.

Normal wear Worn or loose hinges on doors or locks

Damages Doors with holes in them or removed from the frame

Normal wear A few small tack or nail holes, minor marks on or nicks in wall

Damages Large or substantial holes or dents in wall that require significant patching

Normal wear Scuffed up wood floors

Damages Badly scratched or gouged wood floors

Normal wear Loose faucet or door handles

Damages Broken or missing faucet or door handles

Normal wear Toilet runs or wobbles

Damages Broken toilet seat or tank top

Normal wear Faded, cracked or chipped paint

Damages Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring more than one coat to cover

Normal wear Loose wallpaper

Damages Ripped, torn or marked up wallpaper

Normal wear Carpeting/curtains showing average wear or fading by sun or slightly frayed carpets, furniture indentation in carpet

Damages Torn, severely stained, or burned carpeting/curtains

Normal wear A rug worn thin by ordinary use

Damages Stains and odors in rug caused by pets, spills or leaks

Normal wear Vinyl flooring worn thin

Damages Vinyl flooring with tears, holes, or burn marks

Normal wear Stains on old porcelain fixtures that have lost their protective coating
Damages Grime-coated bathtub and toilet

Normal wear Bathroom mirror beginning to “desilver”
Damages Mirrors broken, missing or caked with grime

Normal wear Worn handles on refrigerator
Damages Broken refrigerator shelves, trays, bins or bars

Normal wear Worn countertop
Damages Burns or cuts in countertop

Normal wear Cabinet doors slightly worn
Damages Greasy, sticky or broken cabinets and interiors

Normal wear Closet door off track
Damages Damaged or missing closet door

Normal wear Dusty or bent blinds
Damages Missing, broken slats on blinds

Normal wear Windows that have become dirty over time and normal usage
Damages Broken windows or torn or missing screens

Normal wear Food odors or smoke, that dissipate over a few hours
Damages Smoke damage to paint from smoking or burning candles

Normal wear Keys that have become worn down after normal usage
Damages Lost keys

Normal wear Dirty drip pans
Damages Missing drip pans that were there initially at move-in

7. Getting sued over damages

What if I receive court paperwork saying I am being sued?

Do not ignore this. Even if you do not think you owe the money, and even if the court paperwork does not have a case number, you must file and serve a written

response by the deadline listed in the court paperwork.

If you do not, you will automatically lose the case. The court will enter a court order called a judgment against you and some of your income or resources could be taken.

Try to get legal help if you get court papers.

My former landlord sued me over damages and won. I have a Section 8 voucher and will have a hard time paying the landlord what I owe. Can I get help?

You might be able to get help paying what you owe if the damages are under \$5,000. Read about the Landlord Damage Relief Program (<https://www.commerce.wa.gov/landlord-fund/landlord-damage-relief/>).

8. Collection agency damage claims

What if I get a letter from a collection agency saying I owe my former landlord money?

If the collection agency contacts you first by phone, they must follow up with a written notice within **5 days**.

When the agency sends you the written notice, you should respond immediately. The collection agency should get your letter within **30 days** of when you got their first notice. Keep records of all your communications with the collection agency.

You should respond to the collection agency **in writing** to dispute the debt if you do not think you owe the money. You can use our sample letter (NJP Housing 622) or fill it out online. You should ask for verification of the debt. The landlord should have provided the collection agency the documentation required to claim damages. If there are no receipts, invoices, bills, the debt collection agency cannot collect on this debt. If you have proof you do not owe the debt, attach it.

You should send this letter by certified mail, return receipt requested. Keep a copy of the letter, evidence, and the certified mail receipt for your records.

Washington Law Help has more information about debt collection practices and your rights when dealing with debt collectors.

9. Sample letters

Form attached:

Letter to landlord demand for statement or return of deposit (NJP Housing 620)

Form attached:

Letter to landlord disputing damages (NJP Housing 621)

Form attached:

Letter to collection agency disputing debt (NJP Housing 622)

WashingtonLawHelp.org gives general information. It is not legal advice. Find organizations that provide free legal help on our Get legal help page.

Date: _____

To:

Landlord's Name

Street address

City, state and zip

Re: Request for Return of Deposit; Certified Mail # _____

I moved out of my rental located at *(address of rental)* _____ on *(date)* _____.

When I moved in, I paid a

☐ security/damage deposit of \$ _____.

☐ pet deposit of \$ _____

It has been more than **30 days** since I moved out. I have not received my deposit back from you. I have not received any statement or substantiating documentation from you.

The Washington State Residential Landlord Tenant Act says that if you do not send the statement within **30 days**, I am entitled to a complete refund of my deposit. If you intentionally failed to return my deposit or send me the statement, I can ask a court for double the amount of my deposit. RCW 59.18.280(2). If I do not receive my full deposit within one week, I may file a lawsuit to recover my deposit. If this becomes necessary and I win, you may have to pay the costs of the lawsuit and attorney's fees. You can send my full deposit to *(address)*:

Thank you for your cooperation.



Sign here

Print name

Phone number / Email - optional

Date: _____

To:

Landlord's Name

Street address

City, state and zip

Re: Alleged Damages/Charges; Certified Mail # _____

I received your letter dated _____ stating I owe \$ _____ in damages or other charges.

I dispute these damages. The Residential Landlord-Tenant Act states that tenants are not liable for certain things, such as normal wear from ordinary use, damage(s) caused by third parties, damage(s) that existed when I moved in, or unreasonable charges.

(Check all that apply, give an explanation, and attach evidence)

[] I am not responsible for the following alleged "damages" because there was no damage; there was only normal wear from ordinary use:

[] I am not responsible for the following alleged "damages" because they were not caused by me, a roommate, my immediate family, or my guests:

[] I am not responsible for the following alleged "damages" because these were the conditions when I moved in, so no damage was done:

[] I am not responsible for the following charges because they are not reasonable:

-
-
-
- [] I cannot be charged for any alleged damage because you did not complete a written checklist of conditions when I first moved in that described the condition of the rental. The law requires you to do this. RCW 59.18.260. Since you did not, you cannot withhold my deposit nor charge me for any alleged damages as you have no proof of the condition of the premises at the commencement of my tenancy. RCW 59.18.280(3)(b).
- [] You did not provide a "full and specific statement" of alleged damages and documentation of repair costs within 30 days of when I moved out. RCW 59.18.280(1)(b) requires you to do this. Since you did not, you cannot (1) charge me for any alleged damages, (2) report to any consumer reporting agency, tenant screening service, or prospective landlord, or (3) submit for collection by any third-party agency. RCW 59.18.280(3)(b).
- [] I agree that I am responsible for the following charges:

Please send me \$_____ immediately at this address:

Please also send me a copy of all proof you have of (1) all alleged damages and charges; (2) the amounts you actually paid to have repairs made.

Thank you for your cooperation.

► _____
Sign here *Print name*

Street address

City, state and zip

Phone number / Email - optional

Date: _____

To:

Collection agency name

Street address

City, state and zip

Re: Account # _____; Certified Mail # _____

To Whom It May Concern:

I write to request that you stop communications to me about my account. Under the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., you must honor my request. Under the Fair Debt Collection Practices Act, once I have asked you to stop contacting me, you may only communicate with me to (1) advise that you are ending your efforts, (2) notify me that you may invoke specified remedies that you normally invoke or (3) where applicable, to notify me that you intend to invoke a specified remedy.

Please provide me with:

- Proof of valid assignment of the debt from the original creditor to you;
- Verification of any debt relating to my account;
- Name and address of original creditor and current creditor;
- Confirmation that you will treat any such debt and the accuracy of the items in the files relating to me as disputed; and
- Forms and assistance I can use to dispute the accuracy of such items.

Until advised otherwise, I am disputing this debt.



Sign here

Print name