

# Tenants' rights: While you are renting

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Learn about Washington's laws covering landlords and tenants including: duties and prohibited activities, how to avoid problems, rent increase rules, rent due dates and late fees, when and how a landlord can enter your rental unit, additional and unauthorized occupants, and illegal discrimination and retaliation.

## **1. Landlord and tenant duties**

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Under Washington's Residential Landlord Tenant Act (RLTA) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18>), both landlords and tenants have duties that they must perform.

The RLTA covers most situations where a residential tenant regularly pays rent to a landlord for a place to live, whether they have a verbal or written rental agreement, and whether the time period is a fixed term (like 1 year) or is

month to month.

Some living arrangements are not covered by the RLTA. But for most residential landlords and tenants, the laws below apply.

### **Under RCW 59.18.060**

**(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>), the landlord must:**

- Maintain the unit so it does not violate state and local laws in ways that endanger your health and safety. RCW 59.18.060(1)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Keep shared or common areas reasonably clean and safe. RCW 59.18.060(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Fix damage to chimney, roof, floors, or other structural parts of the living space. RCW 59.18.060(2)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Provide fixtures and appliances necessary to supply heat, electricity and hot and cold water. RCW 59.18.060(11)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Maintain a reasonable program to control insect, rodent or other pest infestations, except when you caused the problem. RCW 59.18.060(4)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Make repairs when something breaks in the unit, except if it is caused by wear and tear caused by ordinary use. RCW 59.18.060(5)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Fix electrical, plumbing, heating systems if they break. RCW 59.18.060(8)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).

- Fix other appliances that come with the rental. RCW 59.18.060(8) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Make repairs needed so the house is reasonably weather-tight. RCW 59.18.060(9) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Give you a written notice about fire safety and protection information, including that the rental unit has a working smoke detector as required by RCW 43.44.110 (<https://app.leg.wa.gov/rcw/default.aspx?cite=43.44.110>). RCW 59.18.060(12) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Provide good locks for the unit and give you keys for them. RCW 59.18.060(6). (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>)
- Tell you the name and address of the landlord or their agent. RCW 59.18.060(14) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- Give you written information about the health hazards associated with indoor mold. RCW 59.18.060(13) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).
- If more than one family lives in a house or apartment building, the landlord must provide trash cans and arrange for trash and, in some cases, recyclable items pick up. If only one family lives in the house or building, the landlord does not have to provide trash pick-up. RCW 59.18.060(9) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).

## **Under RCW 59.18.130**

**(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.130>),**  
**tenants must:**

- Pay rent and any utility bills agreed upon
- Follow city, county, and state regulations

- Keep the unit clean and sanitary
- Dispose of garbage properly
- Pay for control of any pest infestations that the tenant causes
- Properly use plumbing, electrical, and heating systems
- Restore the place to the same condition as when you moved in, except for normal wear resulting from ordinary use of the premises.

### **Tenants are prohibited from:**

- Engaging in or allow any gang- or drug-related activity on the property
- Allowing damage to the property
- Allowing lots of garbage to build up in or around the unit
- Causing a nuisance or substantial interference with other tenants' use of their property
- Allowing any of your guests or household members to do any of the prohibited actions.

## **2. Avoid problems with your landlord**

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### **Understand the rules in your rental agreement**

Carefully review your lease (rental agreement) or your park rules. Your written agreement may have stricter rules or special steps you need to take to avoid problems with your landlord.

You have a right to get a copy of your signed lease. If you lose it, you may request one free replacement copy during your tenancy. You can read about

this at [RCW 59.18.065](#)

(<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.065>).

Your lease may require written permission from the landlord to let someone else live with you ([additional occupants](#)), sublet (rent to someone else), or modify (make changes to) the unit.

If you need your landlord to change a rule in your lease or make a change to the rental unit because of a disability, you may write your landlord to [request a reasonable accommodation](#).

## **Pay rent on time**

Your lease should tell you when rent is due and when it is considered late. Landlords cannot charge late fees if you pay within **5 days** after it is due.

For example, your lease may say rent is due on the 1<sup>st</sup> of the month. If you pay on the 5<sup>th</sup> of the month, it is late under your lease, but your landlord cannot charge you late fees because you paid before the 6<sup>th</sup>. You can read about this at [RCW 59.18.170\(2\)](#)

(<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.170>).

[Some cities and counties have more protections](#) and may limit how much landlords may charge you in late fees.

If your main source of income is government assistance (for example SSI, Social Security Disability, TANF, or ABD), and that money doesn't arrive until after the 1<sup>st</sup> of the month, you can [ask your landlord in writing to change the date rent is due](#) for you so you can pay on time every month, and your landlord should allow it. Changing the rent due date like this is allowed under

RCW 59.18.170(3). (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170>)

## **Keep proof of rent payments**

If you pay rent or other payments in cash, immediately request a written receipt when you hand the cash to your landlord. Under RCW 59.18.063(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.063>), your landlord must give you a written receipt for cash payments.

Keep all proof of rent payments (for example, money order slip, carbon copy of personal check, autoreply payment confirmation email). You can request a written receipt for any payments you make and your landlord must give you a receipt if you ask for it. RCW 59.18.063(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.063>).

You can ask to review your tenant ledger (a written accounting of all money owed and payments made over time) and make copies of it. If there are mistakes, write to request corrections. Provide copies of your proof of rent payment to avoid problems with your landlord. Property management may change, and their records may not be updated.

## **Do not withhold rent**

Even if there are problems with your rental unit, you should not withhold rent. If you withhold rent, you may be at risk of an eviction even if there are problems with your rental. To exercise your right to repair remedies, you must pay your rent on time. Read our Guide: If you need repairs (<https://dev-wlh-drupal.pantheonsite.io/en/tenants-if-you-need-repairs>) to learn more.

## **Report problems in writing**

While you rent, things may break down and need repairs. Even if you have already verbally told or texted your landlord, property manager, or maintenance person about needing repairs or unsafe conditions, you should give your landlord a written notice that describes the problems and needed repairs. RCW 59.18.070 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.070>) provides protection for tenants requesting repairs when you deliver written notice to the landlord or their agent.

Once you give the landlord a written notice about needed repairs, the law then gives the landlord deadlines to start making repairs. Keep a copy of your written repair request and proof of delivery. Read our guide Tenants: If you need repairs (<https://dev-wlh-drupal.pantheonsite.io/en/tenants-if-you-need-repairs>) to learn more.

If you do not timely report problems and the situation gets worse, your landlord may find you responsible for damages. For example, shortly after you moved in, you found out the kitchen sink was leaking underneath, but never told the landlord about it. This went on for months and now it has leaked into a downstairs apartment and there is mold throughout the walls and ceiling, including water damage. You may be responsible for damages even though you did not cause the initial leak. By failing to report the problem, the situation got worse because it was not addressed over time. You may be held responsible for paying for the repairs.

To avoid problems in the future, you should write to the landlord to report problems with your rental when you discover it.

If damage occurs to the rental by a stranger (for example, a break-in), you should let the landlord know in writing. If you feel comfortable, report the

problem to law enforcement (police). You can provide a copy of the police report. You are not responsible for damage that you, your household members, or your guests did not do. Writing to the landlord protects you from misunderstanding who caused the damage.

If the damage occurred because of domestic violence, stalking, or sexual assault, you may be able to ask for additional protections. Washington State law has additional protections for survivors of domestic violence, sexual assault, stalking, or harassment.

## **Make and keep written records for evidence**

It can be hard to prove something you said on the phone or in person. As property management and staffing may change during your tenancy, it is helpful to get your agreements and understanding in writing to avoid future problems.

- Keep copies of all documents, such as the rental agreement, park rules, any notices or letters from the landlord, and anything you send the landlord.
- Make written or typed notes of important conversations with the landlord. Note dates, what you talked about, who was there, and what exactly you each said.
- Follow up on important conversations. Send the landlord a letter repeating what you each said and/or any agreements you made. Keep a copy of the letter for your records.
- Send your landlord any documents or notices by both regular and certified mail with a return receipt requested (<https://faq.usps.com/s/article/Return-Receipt-The-Basics>). Then you will



have proof of when you mailed it and when the landlord received it.

- Email your landlord and keep your discussion in the same email chain. You will have proof of your exchange in writing.
- If appropriate, record the conversation with your landlord. Your landlord must agree to recording because it is a crime to record a private conversation without consent.
- Keep text messages. Some phones automatically delete text messages after 30 days. Check your settings to keep your text messages longer. Or consider screenshotting the texts to upload to a digital cloud (for example, Google drive or Apple iCloud) as a backup.

## Keep documents in safe place

Keep all your documents in a safe place. Consider keeping a digital copy or photo of everything in case you lose your paper copy. You may scan the documents at your local library, take pictures on your phone using a free scanning app, email pictures of the documents to yourself, or keep a copy with someone you trust.

## 3. Rent increases

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### **I recently got a 60-Day Notice of a rent increase. Is this legal? Can my landlord raise my rent?**

If you live anywhere in Washington in non-subsidized housing, any notice of the rent going up needs to be delivered to the tenant at least 60 days in advance. You can read this law at [RCW 59.18.140\(3\)](#)

<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.140>).

Example: Your landlord wants to raise the rent starting October 1. The landlord must send you the notice by August 1. Some cities and counties have more protections and may increase the amount of notice your landlord gives before raising your rent. For example, If you live in Seattle, the landlord needs to give you at least **180 days'** written notice. If you live in Bellingham or Tacoma, the landlord must give you at least **120 days'** written notice.

## **Can my landlord send me the rent increase notice by text or email?**

Maybe. The law only requires written notice. It does not specify if that means on a piece of paper or electronically.

If your rental agreement specifies, you should follow that. If it does not, you should talk with a lawyer about whether an email or text increase of rent is legal.

## **I got a rent increase notice. I got it with only 30 days advance written notice. Do I still have to pay the new amount?**

Maybe, if you live in subsidized housing. State law at RCW 59.18.140 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.140>) states that the landlord must give you **60 days'** notice. But the only exception to state law is if your rent is set based on how much money you make and changes when your income changes. This is common in subsidized housing units like Project based Section 8 and Public Housing.

If you get a rent increase notice that gives you less time than you are entitled to, talk to a lawyer right away.

**I am in the middle of a lease or written agreement with my landlord. I just got a notice of rent increase. Do I need to pay the new amount?**

If your agreement or written lease was for a certain amount of rent per month, your landlord cannot raise your rent during the middle of the agreement. Your landlord must wait until your agreement is almost over.

**Example:** Your written agreement ends in December. Your landlord must notify you by October 1 to raise your rent starting in December.

**My landlord is raising my rent more than \$200 per month. Is this legal?**

There is no rent control in Washington State. A landlord can raise the rent as much as they want in most situations.

Some cities and counties may require more notice time depending on the rent increase percentage (for example, more than 3%, 5%, 10%).

Some cities and counties, such as Burien, King County, SeaTac, and Seattle, have more protections that may prevent landlords from raising rent when repairs are needed. For example, in Tacoma, the ban on increased rent only applies if conditions “endanger or impair health and safety.” TMC 1.95.060(E) ([https://cityoftacoma.org/UserFiles/Servers/Server\\_6/File/cms/CMO/TMC1.95-RentalHousingCode-v20211001.pdf](https://cityoftacoma.org/UserFiles/Servers/Server_6/File/cms/CMO/TMC1.95-RentalHousingCode-v20211001.pdf)).

In any situation, you can try to negotiate with the landlord not to raise the rent for a certain period of time. **If you and the landlord agree to this, get it in writing.**

## **I cannot afford the rent increase my landlord sent me. What can I do?**

Verify if the rent increase is legal. If you are not sure, consider talking to a lawyer.

If you get rental assistance to pay for rent or your rent may change based on your income, find out if your landlord followed the proper steps to raise your rent. There may be more rules to follow if you receive federally subsidized housing assistance, such as Section 8 Housing Choice Voucher or 515 Rural Development housing. If you are unsure, try talking to a lawyer.

If you can pay the higher rent, but only if rent is due later in the month, you can ask the landlord to change the date your rent is due if your income from a government program comes later in the month.

If you believe **the landlord is raising your rent to try to get you to move out because your income comes from government assistance**, you may have grounds to sue the landlord and ask for 4 and one-half times the monthly rent of the place, and court costs and attorneys' fees. "Government assistance" here means SSI, TANF, and so on. You can read the state law about this at RCW 59.18.255

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.255>). Landlords cannot discriminate against tenants based on their source of income.

**If you believe your landlord is raising your rent for other discriminatory reasons, you might also have other options.** Ask a lawyer if the Washington Law against Discrimination ([RCW 49.60](https://apps.leg.wa.gov/rcw/default.aspx?cite=49.60) (<https://apps.leg.wa.gov/rcw/default.aspx?cite=49.60>)), the Fair Housing Act (42 U.S.C. 3601) (<https://www.justice.gov/crt/fair-housing-act-1>), or the good faith requirement in the state Landlord Tenant Act ([RCW 59.18.020](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.020) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.020>)) can help you at all.

Unfortunately, if the rent increase appears legal, you may need to search for new housing within your financial means. If you receive rental assistance, talk to your housing advocate or social worker to see what steps you may need to take to move somewhere else.

### **I complained about my landlord not repairing my rental. Then I got a rent increase. Is this retaliation?**

It could be. If your landlord takes an adverse action against you **within 90 days** of legal action you took against the landlord, it may count as retaliation and be illegal. You can read about this at [RCW 59.18.250](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.250) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.250>).

For example, you filed a complaint to Building Code Enforcement for structural issues the landlord refused to fix. The city sent a notice telling your landlord to repair the problem. Your landlord did not fix the issue by the city's deadline, and the city fined your landlord. The next day, your landlord then raised your rent in retaliation. This is illegal. You can report this to Code Enforcement. You should also talk to an attorney.

## 4. Changing your rent due date

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If your primary source of income comes from governmental assistance (for example, Social Security Disability, SSI, TANF, ABD) that arrives after the rent due date in your rental agreement, you can ask your landlord to change the date your rent is due to a later date. Under [RCW 59.18.170\(3\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170>), your landlord should agree to the later rent date so you can pay on time each month without additional late fees.

[RCW 59.18.170\(3\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.170>) says you can ask for a rent due date up to **5 days** after the due date in the rental agreement.

**Example:** You earn about \$1000 from Social Security Disability, but the payments don't arrive until the 5<sup>th</sup> of the month. You also earn about \$100 - \$200 each month selling crafts. Your primary income is from government assistance because it is more than 50% of your total income. You can ask for your rent due date to be moved to the 5<sup>th</sup> of the month. Your rental agreement says a late fee can be charged if rent is not received 5 days after the due date. Your landlord may charge you a late fee if you pay rent on the 11<sup>th</sup> of the month (more than 5 days after your new rent due date).

If less than half of your income comes from a source other than government assistance, your landlord may not have to agree to change the rent due date, but you can ask.

Your request to change the due date **must be in writing**. Keep copies of your letter and the landlord's response.

You can use language like this in your letter:

I am writing to request a change in the due date of my rent. My primary source of income is the government assistance program \_\_\_\_\_.

I do not receive this assistance until the \_\_\_\_ day of each month.

My rent is currently due on the \_\_\_\_ day of the month. I am requesting the new due date for my rent to be the \_\_\_\_ day of each month.

Under RCW 59.18.070(3), a landlord shall agree to change the rent due date if a tenant requests in writing, their primary source of income is government assistance that is received after the date rent is due in the rental agreement, and the proposed due date is not more than 5 days after the date rent is due in the rental agreement.

**If you need more than 5 days because of a disability**

Not all government assistance is received at the beginning of the month. For example, many Social Security Disability and SSI recipients do not receive their monthly payments until the second or the third Wednesday of each month.

If you have a disability, and you need more than a change of 5 days for when your rent is due, you can ask for a reasonable accommodation (<https://dev-wlh-drupal.pantheonsite.io/en/ask-your-landlord-disability-accommodation>) for a later date based in the needs of your disability. You can use our sample letter.

## 5. Landlord entering your rental unit

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RCW 59.18.150 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.150>) states when a landlord can legally enter your rental unit and what kind of written notice the landlord must give you.

The law states that your landlord can enter your rental unit without your permission in an emergency, such as if a major plumbing leak might flood the whole building.

If it's not an emergency, the landlord should give you a proper written notice. The notice can be handed to you or posted on your door.

### How much notice should I get?

Usually, the landlord must give you written notice at least **2 days** in advance. But if the landlord wants to enter to show the rental unit to someone who wants to rent or buy the place in the future, the landlord must give you at



least **1 day** in advance.

### **What else should the notice say?**

It must give dates and times the landlord wants to enter. It must also give a phone number where you can call the landlord if you need to negotiate for a different day or time.

### **The landlord gave me written notice about entering the unit. Can I refuse to let the landlord in?**

It depends on your reason for doing so. The state law says that you cannot “unreasonably withhold consent.” You cannot make it impossible for the landlord to enter.

### **My landlord didn’t give me proper notice. What can I do?**

You should write the landlord a letter stating the specific times when the landlord entered without proper notice. You can use our [sample letter](#).

If your landlord improperly enters your rental unit after getting your written notice, that may violate the state law. You can sue your landlord later (usually in [Small Claims Court](#)) and ask for \$100.00 for each violation. You can read about this at [RCW 59.18.150\(8\)](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.150>).

## **6. Letting people move in**

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Your rental agreement probably requires you to follow additional rules and get permission from the landlord before another person moves in. If you do not get permission and let someone move in, your landlord may think you have broken your lease and give you an eviction notice.

If you have a voucher or live in subsidized housing, you could also lose your rental subsidy if you don't follow the proper procedure for letting someone move in with you.

There are many reasons you may want someone to stay with you or move in. Some examples:

- Your significant other has their own place but often stays overnight with you, sometimes 3 nights a week. They also help take care of your kids. You want to make this permanent and let your significant other move in with you.
- A friend lost their housing. You let them couch-surf in your rental until they find a new place. It has been a few weeks. They're having trouble finding a new place.
- You're having a hard time paying rent. You want to get a roommate to help split the costs.
- You have a disability. You ask your adult child to move in with you to help you around the rental home.

## 7. What should I do before I let someone move in?

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Carefully review your lease. You probably need the landlord's written permission before the person moves in. If the landlord does not approve your request before the person moves in, you may be breaking the rules in your lease. The person is an unauthorized occupant, and you could face eviction for a material lease violation. Your landlord may give you a 10 Day Notice to Comply or Vacate which is the first step in the eviction process.

Ask the landlord in writing to add a tenant to or approve another occupant on your lease. The person may have to do a background check or credit check before the landlord will approve them. If the person pays for the background check, they have additional rights during tenant-screening.

**Warning!** If you must report your income and household changes to your landlord (usually because you have a housing subsidy), you must also report these changes before you have someone move in with you, especially if your calculated portion of rent will be affected by adding someone to your lease. This may change how much monthly rent you pay.

## What is the difference between a tenant and an occupant?

**Tenant:** Generally, a tenant must be at least 18 years old. Anyone you add to your lease as a co-tenant is jointly responsible for paying rent. This also means you are responsible for paying the total amount of rent even if the other person does not pay. The person you add to your lease as a co-tenant has equal rights to stay. You can only remove them from the lease if they agree to it or in certain situations involving domestic violence or sexual assault.

**Occupant:** Anyone added to your lease as an authorized occupant has been approved by the landlord to live there with you. This may include any children or dependents. The authorized occupant is not responsible for paying rent. If you end your lease, the occupant usually can only stay if they've lived there for more than 6 months. If they want to take over the lease after you move out, the landlord must give them a 30-day notice to apply to take over the lease.

### **What if I want to add someone under age 18 to the lease?**

You still need the landlord's written permission to add the child to the lease as an authorized occupant. For example, if you recently had a baby, you should let the landlord know once the baby is born.

### **What if I have a Section 8 voucher or live in HUD housing?**

You must get the landlord's approval and the Housing Authority's permission to add someone to your voucher or tenancy. This can be complicated. Talk with your Housing Authority advocate to understand everything you must do before this person moves in. If you make a mistake or miss a step, you risk losing your voucher or HUD housing.

You must also report the change in your household income. Your portion of rent is based on everyone living with you. The new person's financial resources must be reviewed to decide how much monthly rent your household will pay going forward. You must report the new person's income, even if it is \$0.

If you do not timely report this new person's income, you may owe extra money called an "overpayment." You may lose your voucher or HUD housing. Or you may have to pay extra rent for the months you failed to report, which

may also put you at risk of an eviction.

If you get a notice to terminate your voucher payments or HUD housing, ask the Housing Authority in writing within **10 days** of the date on the notice for an informal grievance hearing. And talk to a lawyer right away.

## **Can I get into trouble if this person only stays overnight sometimes?**

Tenants may generally have guests stay overnight once in a while. But carefully review your lease. See how many overnight stays you can have in one month or one calendar year. If you plan for your guest to stay longer, you may need your landlord's written approval beforehand. If your lease is unclear, clarify the policy in writing with your landlord before your guest comes to stay.

Generally, if the person stays for **14 days** or more in one month, they are considered an unauthorized occupant. This is a material lease violation. You could be evicted for it.

**Warning!** Subsidized and HUD housing have even stricter rules for guest overnight stays. Generally, you may only have guests stay overnight **14 days total** in a calendar year, not 14 days in a row or each month. If you want guests to stay overnight for longer, get the residential manager's or Housing Authority's written approval before your guests stay that long.

However, a guest who visits frequently but doesn't stay overnight is not an unauthorized occupant. (For example, your significant other comes over for dinner every day but goes home to their apartment to sleep at night.) If your landlord voices concern about this guest, you may have to give them proof that they live somewhere else. If you get a 10 Day Notice to Comply, try to get legal help (<https://wlh.netlify.app/get-legal-help>).

## **What if I have a disability and need my family member to move in to help me?**

You must make a written request for reasonable accommodation to be approved before your family member moves in. You must add them to your lease as an authorized occupant. Then they can live in the home and take care of you.

Under the federal **Fair Housing Act** (<https://www.justice.gov/crt/fair-housing-act-1>) and the **Washington State Law Against Discrimination** (<https://app.leg.wa.gov/rcw/default.aspx?cite=49.60>), disabled tenants may ask **in writing** for reasonable accommodations that let them enjoy their tenancy the same as tenants who do not have disabilities. A change to a landlord's rule or practice can be a reasonable accommodation.

If you have a Section 8 voucher or live in other subsidized housing, make a written request for a reasonable accommodation to the Housing Authority. If the Housing Authority approves your family member as a caregiver, they may be able to live with you without affecting your portion of monthly rent. Ask your Housing Authority advocate for more information about rules for caregivers. If your family member moves in before you get written approval, it may put your voucher or subsidized housing at risk.

## What if I rent a trailer or mobile home in a mobile home park?

You need written permission from both the trailer or mobile home's owner and the mobile home park before someone moves in with you. The person needs permission to live in both the mobile home and on the land.

If you do not get approval for both, you are breaking a material rule in your lease the landlord for the mobile home or the lease with the mobile home park. The person may be a trespasser in the park without park permission to be there. They could be arrested and you could face eviction.

The mobile home park may require your new occupant to do background checks. The mobile home park may charge a fee for the background check and application with the park.

If you were never approved as a tenant with the mobile home park, you might be an unauthorized occupant in the mobile home park and could be evicted. This issue is complicated. Try to get legal help (<https://wlh.netlify.app/get-legal-help>).

## Can I rent my place out as a temporary stay with AirBnB, Vrbo or other short-term rental?

Carefully review the terms of your lease. It may not let you rent to others (sublease) any part of your rental without the landlord's written pre-approval.

If you rent out your place without the landlord's approval **before** you list it as a short-term rental, you may be breaking the rules in your lease. You could face eviction for a material lease violation.

## 8. Discrimination

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### What does the law say?

**Illegal discrimination** is defined as treating you differently from other tenants or would-be tenants because of any of these:

- Your race, color, or national origin
- Your religion
- Your sex
- Your sexual orientation or gender identity
- Your veteran or military status
- Your disability or the landlord's belief that you have a disability (even if you don't)
- Your marital status
- Your family status (because you have kids or are expecting a child)

### What are some examples of illegal housing discrimination?

Here are a few possible examples:

- A landlord refuses to rent to you, or gives you higher move in costs, than another person. You have kids. The other person has no kids.



- A property manager promptly responds to repair requests made by “favorite tenants.” They are white. The property manager ignores your requests. You are black.
- You have a disability. The landlord refuses to give you a more accessible unit or parking space, even though it would not be an undue burden for the landlord to do this for you.
- You apply for a rental in person or by making a phone call to ask about it. The landlord falsely tells you a rental unit is unavailable after finding out you are in a same sex relationship.
- Your landlord finds out your source of income is Veterans Disability and declines your applications because of it.

## **Is all differential treatment illegal discrimination?**

No. Landlords often treat tenants differently.

For example, a landlord may tell you that you must have a co-signer on the lease. The landlord did not tell other applicants this.

This kind of treatment may not be illegal if it is based on something like your credit score. It is illegal if it is based on your race or family status.

## **What can I do if I think my landlord is discriminating against me?**

### **WA HRC Complaint**

You can [file a complaint with the Washington State Human Rights Commission](https://wahum.my.site.com/FileaComplaintOnline/s/?language=en_US) ([https://wahum.my.site.com/FileaComplaintOnline/s/?language=en\\_US](https://wahum.my.site.com/FileaComplaintOnline/s/?language=en_US)) (WSHRC).

The WSHRC has much more information about fair housing and housing discrimination based on creed, disability, familial status, veteran or military status, marital status, national origin, race, color, sex, sexual orientation, gender identity, and disability (<https://www.hum.wa.gov/fair-housing>).

A discrimination charge in housing must be filed with the WSHRC **within one year** from the date of the alleged violation.

### **US HUD Complaint**

You can also report housing discrimination (<https://www.hud.gov/fairhousing/fileacomplaint>) to the US Department of Housing and Urban Development (HUD).

Some cities have additional protections, including the Seattle Office for Civil Rights (<https://www.seattle.gov/civil-rights>) (OCR).

### **Can my landlord take revenge against me if I file a housing discrimination complaint?**

Generally, no. This is probably illegal retaliation under RCW 59.18.240 (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.240>) and 59.18.250. (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.250>)

### **I have a disability. Can I ask for a reasonable accommodation?**

Yes. You can ask the landlord for something like a change in the rules or a reasonable modification of your rental unit through a reasonable accommodation request.

## Where can I read the law?

You can read Washington's Law Against Discrimination (WA LAD) at [RCW 49.60](https://apps.leg.wa.gov/rcw/default.aspx?cite=49.60) (<https://apps.leg.wa.gov/rcw/default.aspx?cite=49.60>), and including the section on [Freedom of discrimination – Declaration of civil rights \(RCW 49.60.030\)](https://app.leg.wa.gov/RCW/default.aspx?cite=49.60.030) (<https://app.leg.wa.gov/RCW/default.aspx?cite=49.60.030>).

## 9. Retaliation

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Under [RCW 59.18.240](http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18.240) (<http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18.240>) & [RCW 59.18.085\(3\)\(d\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.085) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.085>), the landlord cannot take revenge on you (retaliate against you) for exercising your legal rights or making a complaint to a code enforcement agency. The law presumes a landlord is retaliating if the landlord does any of these:

- Raises the rent
- Reduces your services
- Increases your obligations
- Evicts you within **90 days** after you assert your rights, after you report the landlord to a government agency, or after an inspection or proceeding by a government agency due to your report.

These cases can be tricky. If you think the landlord is retaliating against you illegally, try to get legal help (<https://wlh.netlify.app/get-legal-help>).

### Some examples of possible retaliation:

- You reported a bedbug infestation to the city. The city notifies the landlord that they are inspecting the place. The landlord then gives you a rent increase notice.
- You properly notify the landlord that your sink and refrigerator need repairs. The landlord gets this notice and then shuts off your water utility service.

If the landlord raises the rent or gives you an eviction notice within **90 days** of a legal action you took against them, it may count as retaliation and be illegal. Try to [get legal help](#) if you think this is happening. You may be able to sue the landlord. Retaliation may also be a defense to an eviction lawsuit.

## 10. Form Letters

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Form attached:

**Letter to landlord: Notice required before entering unit** (NJP Housing 629)

Form attached:

**Letter to landlord: Request to change date rent due (reasonable accommodation)** (NJP Housing 628)

**WashingtonLawHelp.org** gives general information. It is not legal advice.

Find organizations that provide free legal help on our [Get legal help](#) page.

<https://assets.washingtonlawhelp.org/en/tenants-rights-while-you-are-renting>

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

To:

\_\_\_\_\_  
*Landlord/Manager Name*

\_\_\_\_\_  
*Street address*

\_\_\_\_\_  
*City, state and zip*

My name is \_\_\_\_\_. I am your tenant, living at (*address*):

\_\_\_\_\_.

The Washington State Residential Landlord-Tenant Act (RCW 58.18.150) requires that landlords give tenants 48 hours' notice before entering the property, or 24 hours' notice if they are showing the property to a prospective new tenant or buyer (except in an emergency).

The written notice must specify dates and times for entry, or specify a time period, listing the earliest and latest possible times for entry on designated dates. The notice must contain a phone number for me to reach you to object or reschedule the entry.

The law also states that landlords may not abuse their right of access or use it to harass tenants, and that they may only enter at reasonable times.

I was **not** given proper notice of landlord entry on these day(s) and time(s):

Date and Time: \_\_\_\_\_

Date and Time: \_\_\_\_\_

Date and Time: \_\_\_\_\_

The law states that if you continue to violate my privacy rights after receiving this letter, you shall be liable for up to \$100 for each violation. RCW 59.18.150(8). I have the right to pursue legal remedy in Small Claims Court.

Please do not enter my unit in the future without providing proper notice.



\_\_\_\_\_  
*Sign here*

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Phone number / Email - optional*

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

To:

\_\_\_\_\_  
*Landlord/Manager Name*

\_\_\_\_\_  
*Street address*

\_\_\_\_\_  
*City, state and zip*

Re: Request to change date rent is due

My name is \_\_\_\_\_. I am your tenant, living at (*address*):

\_\_\_\_\_  
I am writing to request a reasonable accommodation pursuant to the Fair Housing Amendments Act (FHAA) and the Washington Law Against Discrimination (WLAD) to allow me to change the date of when my rent is due. The FHAA and the WLAD require housing providers “to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person(s) equal opportunity to use and enjoy a dwelling.”

My primary source of income is Social Security benefits. I do not receive these payments until the \_\_\_\_\_ day of each month. Due to my disability, I survive on a fixed income. I am unable to be gainfully employed in order to earn additional income. Because of the timing of my Social Security payments, I cannot pay rent before it is due, and I have to pay a late fee every month.

I am requesting a change in the date my rent is due based on the timing of my monthly payment, so I can pay rent without having to pay a late fee. Without this change, I will not have an equal opportunity to use and enjoy the property.

I am requesting the new due date for rent to be the \_\_\_\_\_ day of each month. If this date does not work for you, please contact me so we can discuss the situation. I really hope we can work together on this. I look forward to hearing back from you.

Sincerely,

► \_\_\_\_\_  
*Sign here*

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Phone number / Email - optional*