

# Tenants: If you need repairs

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Learn about how to ask your landlord to make repairs or fix an unhealthy or unsafe condition in your rental unit, and what to do if the landlord doesn't make the needed repairs.

## 1. Duty to maintain and repair

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Washington's Residential Landlord-Tenant Act (RLTA) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>) requires landlords to maintain and repair most parts of a rental unit while you are living there. The RLTA also provides ways that tenants can demand repairs and gives some remedies if landlords refuse to make needed repairs.

Read this to learn what landlords are supposed to maintain and repair, how quickly your landlord must start making repairs, and what you can do if they refuse.

You can use the sample letter to ask your landlord for repairs. The best way to ask for repairs is to **put it in writing** and deliver it to the landlord so you can

prove when the landlord received it.

You should not withhold rent to try to make your landlord make repairs, or they may start the eviction process against you for not paying rent. The RLTA does provide a way for tenants to pay for repairs and deduct the cost against some of their rent. However, the process can be very complicated. Try to talk to a lawyer first before deducting any rent money for repairs.

## **What are landlords supposed to maintain and repair?**

The RLTA lists several landlords' repair duties at RCW 59.18.060 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060>).

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

- Keep the rental unit fit for human habitation while you are living there
- Comply with city, county, and state building and health codes
- Provide heat, water, and hot water
- Give you adequate locks and keys
- Keep the place reasonably weathertight
- Maintain electrical, plumbing, heating systems, and appliances in good working order
- Maintain the roofs, floors, walls, chimneys, foundations, and other structures in reasonably good condition
- Keep any shared, common areas reasonably clean, sanitary, and safe
- Provide a reasonable program to control pest infestations (including rats and insects) except when the tenant has caused the infestation or except in single-family residences

- Maintain the rental unit in as good condition as it was when you moved in, except for wear resulting from ordinary use of the premises (sometimes called normal wear and tear)
- Provide for trash containers and arrange for regular waste removal (except in a single-family residence rental)
- Provide information about fire safety precautions, including about smoke detectors and whether you have to maintain them or not by making sure the batteries work

Landlord must also provide carbon monoxide alarms as required under RCW 19.27.530 (<https://app.leg.wa.gov/rcw/default.aspx?cite=19.27.530>) and smoke alarms and heat detectors as required by WAC 51-51-0314 (<https://app.leg.wa.gov/wac/default.aspx?cite=51-51-0314>).

In addition to the required repair duties above, **landlords cannot legally:**

- Rent a place that has been condemned or declared uninhabitable by a code enforcement agency
- Intentionally shut off utilities (including water, heat, electricity, or gas) except temporarily to make needed repairs
- Retaliate against you if you ask for repairs or make a good faith complaint about health and safety to a code enforcement agency

If the place you're living in is condemned or declared uninhabitable by a code enforcement agency, the landlord may be liable to you for money damages (like a refund of your deposit) and also relocation assistance.

Landlords are not liable for defective conditions that are caused by you, the people you live with, or your invited guests.

Landlords are also not liable for defective conditions if you unreasonably refuse to allow the landlord to enter to make repairs.

## 2. Ask for repairs in writing

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### **How do I ask for repairs or fixes to an unsafe or unhealthy condition?**

You should ask for repairs in writing!

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. If you send your notice by certified mail with a return receipt requested (<https://faq.usps.com/s/article/Return-Receipt-The-Basics>), you should get a receipt showing when the landlord received it.

You can use our sample letter to make your repair request.

## What should the written repair request notice say?

Your repair request should include your **name** and **address**, the name of the landlord or property manager, and the **date** you give the notice to your landlord.

The letter should also give a **detailed description of the needed repairs** or conditions that are unsafe or unhealthy.

If there are more than one things that need to be fixed, you can list the rooms in your rental unit or common areas where the repairs are needed.

When your repair request is ready to give to the landlord, make a copy of the notice and keep it with your important papers about your rental unit (including your lease and rent receipts).

## How should I deliver the repair request to my landlord?

You should try to give the repair request to your landlord so that **you can prove when the landlord received it**. Proving when the landlord received the notice may become very important if the landlord refuses to make repairs and you need to seek further actions under the RLTA or sue your landlord for money damages later.

You can send a copy of your repair request through US mail and ask the post office for a "return receipt" (<https://faq.usps.com/s/article/Return-Receipt-The-Basics>) so you will receive a receipt showing when the landlord received the letter.

In addition to mailing the letter and getting a return receipt, you can personally deliver the letter to your landlord or property manager's office.

When you deliver the letter in person, you can:

- Ask the person who takes your letter to give you a **receipt**. For example, you can ask them to date, sign, and mark “received” on a copy of your letter.
- Ask a **witness** to come with you when you deliver the letter. A witness can be helpful if you need to prove to a court later when you delivered the letter. Ask your witness to sign and date a statement for your records documenting that they saw you deliver the letter.

Make copies of any notices you give your landlord and keep them with your important papers about your rental unit (including your lease and rent receipts).

Scan or take pictures on your phone of the letter. Upload the file(s) to cloud storage for safekeeping. Consider sending a copy to someone you trust in case you lose your copy.

Form attached:

**Letter to landlord requesting repairs** (NJP Housing 610)

### 3. When the landlord must start repairs

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#### What must the landlord do after getting a repair request notice?

Under the RLTA at RCW 59.18.070

(<https://apps.leg.wa.gov/rcw/default.aspx?cite=59.18.070>), the landlord must

start making repairs as soon as possible after getting your written notice, but no later than:

- **24 hours** to start restoring heat, hot or cold water, electricity, or fix a condition that is imminently hazardous to life
- **72 hours** to start fixing a major appliance like a refrigerator, stove, oven, or a major plumbing fixture like a toilet, shower, tub, or kitchen sink
- **10 days** to start making repairs in all other cases.

Even if there are circumstances beyond the landlord's control, the landlord should try to make the repairs as soon as possible.

If the landlord starts repairs but does not complete the job, you may write to the landlord to restart this timeline. Landlords must complete repairs promptly.

Some conditions are especially hard to completely fix within a short period of time, including mold and pests such as bedbugs, fleas, or cockroaches.

## 4. If the landlord doesn't make repairs

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### What can I do if the landlord does not make repairs?

If the landlord does not make repairs after you deliver your written notice and after the 24-hour, 72-hour, or 10-day deadline passes, you have some options.

You can:

- **Move out** after giving another written notice that says you intend to move out because of the landlord's failure to make required repairs. Even if you are in the middle of a lease term, you should not have to pay rent after you move out and you may be able to get your deposit back. You can read this law at [RCW 59.18.090](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.090) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.090>). Try to talk to a lawyer before moving out in this way.
- Sue your landlord for money damages or try mediation to settle the dispute with your landlord
- **Contact your local code enforcement agency.** A government official may come out and inspect the rental unit. In some cities or counties, the official may issue fines to force the landlord to follow the code and make repairs. If the code violations or conditions are very bad, the official may condemn the rental unit and you may have to move immediately. Although the landlord may be liable for relocation assistance, you may not get the relocation assistance right away and will have to sue your landlord to get it.
- Try one of the **2 remedies under the RLTA** described below, but **only if you are up to date in your rent and utilities payments** and the landlord has not started making repairs within the required time limits.

## Can I withhold rent if the landlord doesn't make repairs?

**No.** The RLTA says you cannot just withhold rent without following the complicated process described below and if you do:

- You lose your right to use the RLTA remedies described below
- The landlord may give you a 14-Day Notice to Pay or Vacate which is the first step in the eviction process.



## What are the other repair remedies under the RLTA?

There are 2 main repair remedies under the RLTA. Both remedies have very specific requirements. **Try to get legal help about how to protect your tenancy before trying one of these remedies.** The first remedy is called “**repair and deduct.**” The second remedy is called “**rent escrow.**”

## 5. Repair and deduct

The RLTA “repair and deduct” remedy has very specific requirements. **Try to talk to a lawyer about how to protect your tenancy before** trying to use this remedy. If your landlord thinks you have deducted rent improperly, you may get an eviction notice.

## What is the “repair and deduct” remedy under the RLTA?

The “**repair and deduct**” remedy is described in the RLTA under RCW 59.18.100 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.100>) and is the only legal way to “deduct” money from your rent if the landlord fails to make needed repairs.

The “repair and deduct” remedy is only available if:

1. you do not owe any rent or utilities
2. you have also given a proper written repair request notice to the landlord

3. the 24-hour, 72-hour, or 10-day deadline passed and the landlord has not started making repairs.

If those 3 things above are true, you can then give your landlord another written notice that says you plan to arrange for the repairs to be done by a licensed professional and the notice must include a **good faith estimate** about how much the repairs will cost. You will probably have to contact a licensed repair person to get a good faith estimate.

### **Does “repair and deduct” have any limits on how much rent can be deducted for repairs?**

Yes. There are limits under the law about how much you can “deduct” from rent for repairs after following all the requirements:

- You may only deduct up to 2 months' future rent if you hire a contractor to make repairs
- You may only deduct up to 1 month' future rent if you do the repairs yourself.

Also, you cannot deduct more than 2 months' rent in any 12-month period (even if you need multiple repairs done).

### **What notices do I have to give my landlord for the “repair and deduct” remedy when hiring a contractor?**

Once you have an estimate of how much the repairs may cost, you should give the notice to your landlord or property manager so that **you can prove when the landlord received it.**

If the landlord is supposed to start the repairs within 10 days, you still have to wait 2 more days after you deliver your notice with the good faith estimate before you contract with the repair person. The landlord still has those 2 days to start making repairs themselves. This 2-day waiting period does not apply to repairs that must be started within 24 or 72 hours.

After those 2 days have passed (if required), then you may contract with a repair person to make the needed repairs. You will probably have to pay the repair person immediately (before deducting any money from rent). Also, many contractors will not make repairs without consent of the landlord.

After the repairs are made, you have to give your landlord another written notice stating that the repairs have been done, and then give your landlord a reasonable opportunity to inspect the work that the repair person did.

Only after the landlord has inspected the work or has been given a reasonable time to inspect the work, then you may deduct the cost of the repairs from the next month's rent.

## **Can I use “repair and deduct” to do the repairs myself?**

Yes, but only if all these are true:

- the cost of the repair is not more than **one month's rent** and
- the repair **does not require a licensed repair person** and
- the repair is for a defect **within your rental unit** (not in a common area)

If you make the repairs yourself, you may deduct up to one month's rent from the next month's rent payment.

**Example:** Your rent is \$1500 a month. In March, you made 4 separate repairs. Each cost \$200. You could deduct \$800 from April's rent. You would pay \$700 for April.

You cannot deduct more than 1 month's rent for each self-help repair. You also cannot deduct more than 1 month's rent in any 12-month period.

The law says you have to complete the repairs in a “workmanlike manner” (in a reasonably good and acceptable quality).

After the repairs are made, you have to give your landlord another written notice stating that the repairs have been done, and giving the landlord a reasonable opportunity to inspect the work that the repair person did.

Only after the landlord has inspected the work or has been given a reasonable time to inspect the work, then you may deduct the cost of the repairs from the next month's rent.

## 6. Rent escrow remedy

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The RLTA “rent escrow” remedy has very specific requirements. **Try to talk to a lawyer about how to protect your tenancy before** trying to use this remedy. If your landlord thinks you have deducted rent improperly, you may get an eviction notice.

## What is the “rent escrow” remedy under the RLTA?

The “**rent escrow**” remedy is described in the RLTA under [RCW 59.18.115](https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.115) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.115>) and is a legal way to deposit rent money into an escrow account instead of paying the landlord.

An escrow account is maintained by someone legally authorized to hold the rent money until your landlord makes repairs.

The “rent escrow” remedy is usually reserved for cases where:

- the repairs would cost more than 2 month’s rent (the maximum allowed under “repair and deduct”)
- the repairs are needed to correct dangerous conditions
- the rental unit’s conditions substantially endanger your health or safety

## What are the rules for using rent escrow to get repairs made?

The rent escrow remedy is technical and complicated.

- You must be paid up and not owe any rent or utilities payments
- The landlord must have failed to start repairs within the required time.
- You must determine in good faith that the “repair and deduct” remedy won’t work

If you meet these conditions, you may then ask a local government code enforcement agency for an inspection of your rental unit. Ask the local government inspector to do a “**rent escrow inspection**” and certify the results, using a [Rent Escrow Inspection Request](#). How your local government will respond to a request for rent escrow inspections depends on which city or county you live in. In some parts of the state, you cannot get the certification

from the local government. **Without a certified inspection, you cannot use the rent escrow remedy.**

## **The city or county has agreed to inspect. What happens next?**

**The inspector must give the landlord 24 hours' notice before the inspection** date and time. The landlord must be given the chance to be at the inspection. The landlord cannot stop the inspector from entering the premises.

The inspector may then certify in writing that the conditions in your unit can be a "substantial risk" to health and safety or make the premises "substantially unfit for human habitation."

Here are some examples of such conditions. This is not a complete list:

- Structural problems or exposure to weather (roof leaking, broken windows or doors).
- Inadequate plumbing and sanitation exposing you to risk of illness or injury.
- Lack of water, including hot water
- Heating or ventilation systems that don't work
- Substantial problems with wiring and electrical service
- Defective or inadequate exits
- Conditions that increase the risk of fire

After the inspector has certified that the conditions you reported exist, you may be eligible for escrow remedy. You can set up an escrow account with Code Enforcement's certification. You can then pay your rent into an escrow account.

## How do I set up an escrow account?

You should **talk to a lawyer** () about this. A rent escrow account can be hard and expensive to set up. It is often best to use this remedy to motivate the landlord to make repairs without actually taking the final step of depositing your rent into the account.

If you decide to set up a rent escrow account, take these steps:

- No more than 24 hours after depositing your rent in escrow, mail or hand-deliver to the landlord the Notice to Landlord of Rent Escrow **and** the inspector's written certification. The notice of rent escrow must include the sworn statement described in RCW 59.18.115(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.115>).
- You should deposit all future rent payments in the rent escrow account.

## Will it cost me money to set up an escrow account?

Yes. But you will be entitled to reimbursement of costs associated with setting up or maintaining the rent escrow account.

## What happens to the money in the escrow account?

Either you or the landlord can file a lawsuit asking a judge to release the rent money deposited in escrow. The judge can decide to reduce past, present, or future rent because of any defects in your rental unit.

In addition to setting up a rent escrow account, you can file a lawsuit or ask for arbitration to recover the value of any reduction in rental value of the unit while the defective conditions have existed.

## **If the landlord refuses to make repairs, and I don't deduct money for rent, can I ever get some money back?**

If you have given a repair request notice to the landlord, waited the 24-hour, 72-hour, or 10-day period, and the landlord still has not make needed repairs, you may be able to sue the landlord for damages in small claims court even after you move out.

You may be able to sue for “diminished rent value” of the rental place while you continue to pay full rent. Diminished rent value is the amount the place is worth with the problems or conditions left unrepaired. For example, if your lease says there are 2 bathrooms and the rent is \$1800, but for 3 months only 1 of the bathrooms has been in working condition, your landlord may owe you prorated rent because you only received the value of a 1 bathroom apartment.

You may have to show evidence to the judge about how much the rental unit's value was diminished by the defective conditions. The kinds of evidence that may be needed to persuade the judge include:

- Code enforcement inspector's reports and testimony
- Witnesses who may testify about rental values in the area
- Photos and videos

Try to talk to a lawyer if you think your landlord owes you money.

Form attached:

**Letter to building inspector - rent escrow inspection request** (NJP Housing 611)



Form attached:

**Notice to Landlord of Rent Escrow** (NJP Housing 612)

**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: Notice of repairs needed

The rental unit at (address):

\_\_\_\_\_  
needs repairs for the following defects:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Washington's Residential Landlord-Tenant Act at **RCW 59.18.070** requires you to begin to make repairs requested by me within one of these specific time periods:

- **24 hours** to repair the loss of hot or cold water, heat, electricity, or a condition imminently hazardous to life.
- **72 hours** when the defect deprives the tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by the landlord.
- **10 days** in all other cases.

**RCW 59.18.070** requires landlords to complete repair work promptly. If the repairs are not completed within the applicable period of time, I intend to use remedies provided in the Act.

Sincerely,



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

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

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

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

To:

\_\_\_\_\_  
*Building Inspector's name*

\_\_\_\_\_  
*City Building Dept. street address*

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

Re: Rent Escrow Inspection Request

I believe I am living in substandard conditions. I have provided written notice to my landlord and have had no response. I request that you do an inspection of the premises regarding specific substandard and dangerous conditions covered by RCW 59.18.115. The conditions needing inspection include:

☐ rodent/pest infestation

☐ electrical/wiring problems

☐ plumbing, sewage

☐ water heater/pipes

☐ structural problems (roof/walls/windows) ☐ heating system/stove

I am having trouble with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Under the law, the landlord must be given 24-hour notice of the date and time of the inspection so that he has an opportunity to be present.

My landlord's name is: \_\_\_\_\_

\_\_\_\_\_  
*Landlord's street address*

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

\_\_\_\_\_  
*Landlord's phone number*

Sincerely,



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

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

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

## Notice to Landlord of Rent Escrow

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

\_\_\_\_\_  
*Tenant's name*

\_\_\_\_\_  
*Landlord's name*

\_\_\_\_\_  
*Tenant's street address*

\_\_\_\_\_  
*Landlord's street address*

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

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

Date of deposit of rent into escrow: \_\_\_\_\_

Amount of rent deposited into escrow: \$\_\_\_\_\_

The following condition(s) have been certified by a local building official to substantially endanger, impair, or affect the health or safety of a tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have determined in good faith that I am unable to repair these conditions through use of repair remedies authorized by RCW 59.18.100.

I provided written notice of the conditions needing repair to the landlord on (date) \_\_\_\_\_, and \_\_\_\_\_ days have elapsed and the repairs have not been made.

I have deposited funds into escrow as described above.

Under penalty of perjury of the laws of the State of Washington, I certify that:

1. I have read the foregoing Notice to the Landlord of Rent Escrow, know the contents thereof and sign of my own free will; AND
2. I mailed/delivered a copy of this Notice, and a copy of the certification of condition(s), to the landlord at the above address on (date) \_\_\_\_\_.



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

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

**Note:** Original should be mailed to the City Building Department along with a copy of the certified letter to the landlord. Keep a copy for yourself.