



Renting in SeaTac Guide

A Guide for Residential Tenants

Introduction

This document has information about laws in place to help navigate rights and relationships between landlords and tenants.

SeaTac property owners (“landlords”) who rent residential properties are required to provide this handbook to tenants (“renters”).

This document includes summaries of laws governing the tenant-landlord relationship and is for general educational and informational use only. It is not legal advice and is not a substitute for the advice of an attorney. For specific legal questions, please contact an attorney.

SeaTac’s Rental Housing Rules (SMC 4.05)

SeaTac has adopted rules around rental housing agreements between renters and landlords. The rental housing rules are similar, but not the same, as rules adopted in other cities (Burien, Auburn, Kent, and Federal Way). This section - “SeaTac’s Rental Housing Rules” - provides a summary of SeaTac’s rules, which are in the SeaTac Municipal Code (SMC) in SMC 4.05.

Providing information to tenants (SMC 4.05.040)

To help tenants make informed rental housing decisions, SeaTac requires landlords to provide tenants with information. The information is this document – “Renting in SeaTac Guide.” The landlord must provide this document to tenants when the landlord:

- Offers a new residential rental agreement to a tenant.
- Offers a renewal of a residential rental agreement to a tenant.

If a landlord serves an unlawful detainer notice to the tenant under RCW 59.12.030, the landlord must provide a list of resources to the tenant located at the end of this guide or on www.seatacwa.gov/rentalresources/.

Security Deposits (SMC 4.05.050(5))

A landlord cannot collect a security deposit unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of the premises is provided at the beginning of the tenancy. The checklist or statement must be signed and dated by the landlord and tenant, with a copy provided to the tenant. Landlords must keep security deposits in a trust account and provide a written receipt to the tenant.



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Move-in fees (SMC 4.05.050(1)(e))

The sum of any security deposits, nonrefundable move-in fees, and/or last month's rent may not exceed one month's rent, except in subsidized housing where the amount of rent is set based on the tenants' income.

Installment Payments Allowed (SMC 4.05.050)

If the total amount of the security deposit and non-refundable move-in fee exceeds 25 percent of the first full month's rent, and payment of last month's rent is required at the inception of the tenancy, a tenant may request in writing to pay the total amount in installments, as follows:

- For tenancies that are six months or longer, a tenant may pay in six consecutive and equal monthly installments that begin at the start of the tenancy.
- For month-to-month or tenancies lasting less than six months, a tenant may pay in two equal installments with the first payment at the start of the tenancy and the second payment on the first day of the second month or period of the tenancy.

The schedule to pay in installments must be in writing and signed by both landlord and tenant. Landlords may not impose a fee, charge interest, or any cost because a tenant elects to pay in installments. Installment payments do not apply to tenant screening reports, which are paid by the tenant.

The tenant's failure to pay an installment of the security deposit, nonrefundable move-in fees, and last month's rent according to the agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 10-day notice under RCW 59.12.030(4) and means the entire amount of any outstanding payment shall become due when the next rent payment is due.

Late Fees (SMC 4.05.060)

- Any fees for late payments shall not exceed two percent (2%) of monthly rent per month. No other fees may be charged for late payment of rent.
- Any notice to pay or vacate shall include in at least 16-point bold font: "You have 14 days to pay the rent required by this notice. After 14 days, you may pay the rent but will have to include a late fee totaling at most two percent (2%) of monthly rent per month for each month of rent owed. If the landlord has started a court case to evict you and the case is filed in court, you will need to pay court costs as well before the hearing date to avoid eviction."

Rent Increases (SMC 4.05.070)

- Landlords must provide 120 days' prior notice of a rent increase over 3%.
- Landlords must provide 180 days' prior notice of a rent increase over 10%.
- Notice of rent increases of 3% or less must follow requirements set by state law.



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- Any increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement.
- Landlords are not allowed to increase rent if the dwelling unit has “defective conditions” making the rental home uninhabitable.

Rent Due Date Adjustments (SMC 4.05.080)

All residential rental agreements between a landlord and tenant must include a provision that allows the tenant to adjust the due date of rent payments if the tenant has a regular primary source of income that the tenant receives on a date of the month that is incongruent with paying rent on the date otherwise specified in the residential rental agreement.

Evictions (SMC 4.05.090)

All evictions must comply with the Washington State Residential Landlord-Tenant Act in Chapter 59.18 RCW.

If a landlord has started eviction because a tenant is past due on rent, the landlord shall halt eviction when the tenant has paid the landlord or when the landlord and tenant agree on a payment plan.

Landlords may not evict residential tenants if the rental housing unit is not licensed with the City of SeaTac.

Landlords must have just cause to evict, attempt to evict, or otherwise terminate a tenancy. The just cause reasons for terminating a tenancy in SeaTac are summarized as follows:

- A tenant fails to comply with a 14-day notice to pay or vacate; a 10-day notice to comply or vacate; or a 3-day notice to vacate for waste, nuisance, drug related activity, or maintenance of an unlawful business or conduct.
- A tenant breaches material rental duties or obligations and fails comply with a 10-day notice to comply or vacate.
- An owner wants a member of their immediate family to occupy the unit as their principal residence and no equivalent unit is available in the same building.
- An owner wants to sell the dwelling unit.
- A tenant only lived there due to -terminated employment on the property.
- An owner plans substantial rehabilitation in the building.
- An owner elects to demolish the building or convert the use of the building.
- An owner seeks to discontinue the use of a housing unit unauthorized by SMC Title 15.
- An owner seeks to reduce the number of tenants in the unit to comply with occupancy limits under SMC Title 13.
- An emergency order requires the unit to be vacated and closed.
- An owner seeks to discontinue sharing the owner’s housing unit with a tenant.



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- Criminal activity is occurring on or near the property by or with the tenant's consent.

RCW 59.18.650 provides additional provisions which are not included in SeaTac's just cause code.

Any termination notices required by law shall advise the tenant in writing of the reasons for the termination and the facts in support of those reasons.

[Social Security Numbers \(SMC 4.05.100\)](#)

Landlords may request, and tenants shall provide a social security number if the tenant has a social security number. If the tenant does not have a social security number, alternative proof of financial eligibility must be accepted.



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Washington State Residential Landlord-Tenant Act Summary (RCW 59.18)

Housing providers and tenants have legal responsibilities to each other. The Washington State Residential Landlord-Tenant Act (RLTA) (RCW 59.18) outlines the rights and responsibilities of landlords and tenants. This summary is designed to help owners and tenants gain an understanding of the state rules and regulations affecting housing and provide information on where to get assistance if needed. The following summary is not a replacement for landlords and tenants reading the RLTA to understand their statutory rights and duties.

Good Faith Obligation (RCW 59.18.020)

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

Most landlord-tenant rental relationships are governed by the RLTA. However, certain renters are specifically excluded from the law (RCW 59.18.040):

- Renters of a mobile home park space (Mobile Home Landlord-Tenant Act, RCW 59.20).
- Residents in transient lodgings (hotels and motels); in public or private correctional, educational, medical, recreational, or religious institutions; in a single-family dwelling rented as part of a lease of agricultural land; and in housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling.
- Tenants who are an employee of a landlord whose right to occupy is conditioned upon employment in or about the premises.
- Tenants that use the property for commercial rather than residential purposes.

Screening (RCW 59.18.257)

When a prospective tenant applies for tenancy, the landlord may charge them a screening fee to check their rental history, credit history, and criminal background.

Illegal Discrimination

Though landlords may use screening criteria according to their business model, landlords may not discriminate against protected classes during the screening process. Federal law (Fair Housing Act 42 U.S.C. § 3601, et. seq. 1988) prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of color, disability (mental or physical), familial status, gender, national origin, race, or religion, disability (physical or mental). The State also protects creed, marital status, military/veteran status, sexual orientation, and source of income.



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Types of Rental Agreements

- Month-to-Month Agreement (RCW 59.18.200)
This agreement is for an indefinite period, with rent usually payable monthly or another short-term period. If a deposit or non-refundable fee is paid, the agreement must be in writing. (RCW 59.18.260). It continues until either landlord or tenant gives proper written notice that they want to terminate the tenancy. A landlord can change the rules or policies with a written 30-day notice. Landlords can increase the rent with a written 60-day notice (RCW 59.18.140).
- Fixed Term Lease (RCW 59.18.210)
This agreement is for renting premises for a specified time and must be in writing to be valid. During the term of the lease, the rent cannot be raised, or the rules changed, unless both the landlord and tenant agree. Leases for longer than a year must be notarized.

Illegal Provisions in Rental Agreements (RCW 59.18.230)

RCW 59.18.230 identifies illegal provisions that may appear in rental agreements or leases, such as the waiver of rights, payment of attorney's fees, agreement to a particular arbitrator, and charging late fees when rent is paid within five (5) calendar days of the due date.

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

Move-in Costs

- Security Deposit (RCW 59.18.260 – 280)
If a landlord charges a security deposit, the rental agreement must be in writing, state what each deposit is for, and have a signed and completed checklist or statement describing the rental unit condition. None of the deposit shall be withheld for wear due to ordinary use of the premises.
- Non-refundable Fees (RCW 59.18.285)
If a non-refundable fee is being charged, the rental agreement must be in writing and clearly state that the fee will not be returned.
- Holding Fee (RCW 59.18.253)
The landlord may charge a holding fee to ensure the unit is not rented to someone else before the tenant can move in. It cannot be charged for being placed on a waiting list. If a holding fee is charged, it must be in writing and cannot be for more than 25 percent of the first months' rent. The holding fee must be applied to the tenant's first month's rent or the security deposit. If the tenant does not move into the offered unit, the landlord can keep the holding fee.



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Landlord's Responsibilities (RCW 59.18.060)

The landlord is responsible for keeping the premises fit for human habitation with specific maintenance, safety, and notification duties specified in RCW 59.18.060. Generally, the landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger the tenant's health and safety.
- Maintain structural components, such as roofs, floors, and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather-tight condition.
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, and hot and cold water.
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings.
- Keep common areas, such as lobbies, stairways, and halls, reasonably clean and free from hazards.
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant.
- Make repairs to keep the unit in the same condition as when the tenant moved in (except for normal wear and tear).
- Keep electrical, plumbing and heating systems in good repair, and maintain any appliances which are provided with the rental.
- Inform the tenant of the name and address of the landlord or landlord's agent.
- Provide smoke detectors, and ensure they work properly when a new tenant moves in. (Tenants are responsible for maintaining detectors.)
- Important Note: A landlord is not responsible for the cost of correcting problems which were caused by the tenant.

Tenant's Responsibilities (RCW 59.18.130)

The tenant has the responsibility to timely pay rent and agreed upon utilities, keep the premises clean and sanitary, not engage in damaging or nuisance activities, and other duties as described in RCW 59.18.130. Generally, the tenant must:

- Pay rent, and any utilities agreed upon.
- Comply with any requirements of City, County or State regulations.
- Keep the rental unit clean and sanitary.
- Dispose of garbage properly.



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- Pay for fumigation of infestations caused by the tenant.
- Properly operate plumbing, electrical and heating systems.
- Not intentionally or carelessly damage the dwelling.
- Not engage in or allow any gang-related activity.
- Not permit “waste” (substantial damage to the property) or “nuisance” (substantial interference with other tenants’ use of their property).
- Maintain smoke detector device, including replacement of batteries.
- When moving out, restore the dwelling to the same condition as when the tenant moved in, except for normal wear and tear.

Landlord’s Access to Rental Unit (RCW 59.18.150)

The landlord must give a tenant at least two days’ written notice of their intent to enter the unit at reasonable times. The notice must state the date of entry, an exact time or period, and a phone number to communicate any objection or request to reschedule.

The landlord only must give at least one day’s notice to enter to show the unit to prospective tenants. Tenants cannot unreasonably refuse a landlord entry to repair, improve, or service the unit. In the case of an emergency or abandonment, the landlord can enter without notice.

Receipts for Paying Rent (RCW 59.18.063)

A landlord may refuse to accept cash for any payment of rent made by a tenant, but if a landlord accepts cash, the landlord must give the tenant a receipt. Upon the tenant’s request, a landlord must provide a receipt for any tenant payment made in a form other than cash.

Payment of Rent - Exercising Remedies (RCW 59.080)

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

Repairs (RCW 59.18.070)

It is the landlord’s legal duty to make repairs unless the damage is caused by the tenant or the tenant’s guest. If something needs to be repaired, the tenant must provide written notice to the landlord, including the address and apartment number where the repair is needed, the property owner’s name if known, and a description of the problem.

After the landlord receives a written repair request, the landlord must begin to make the repairs as follows:

- 24 hours for no hot or cold water, heat, or electricity, or a condition imminently hazardous to life. (RCW 59.18.070 (1));
- 72 hours for the repair of refrigerator, stove, oven, or a major plumbing fixture supplied by the landlord. (RCW 59.18.070 (2));



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- 10 days for all other repairs. (RCW 59.18.070 (3)).

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

Tenant's Options (RCW 59.18.080, RCW 59.18.090, RCW 59.18.100)

If repairs are not started within the required time and if the tenant is current in the payment of rent and utilities, the tenant may:

- Give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the return of their deposits;
- Litigation or arbitration may be used to resolve the dispute; or
- The tenant may hire someone to make the repairs or do the repairs themselves, with the cost potentially deducted from rent. See RCW 59.18.100 for specific notice provisions, cost limitations, inspection, and other requirements to do this.

Illegal Actions by the Landlord

- Lockouts (RCW 59.18.290)
The landlord cannot lockout, change the locks, or prevent a tenant's entry to the unit.
- Utility Shut Offs (RCW 59.18.300)
A landlord may not intentionally shut off utilities because a tenant is behind in rent or to force a tenant to move out. A landlord may shut off utilities for a reasonable time to make necessary repairs.
- Taking Your Property (RCW 59.18.310)
A landlord may take a tenant's property in the case of abandonment.
- Renting a condemned property (RCW 59.18.085)
The landlord may not rent units that are condemned or unlawful to occupy due to existing uncorrected code violations.
- Retaliatory Actions (RCW 59.18.240 -.250)
If the tenant complains to a government authority that the landlord has substantially failed to comply with premises maintenance or operation laws that endanger the tenant's health or safety, the landlord may not retaliate against the tenant.

Tenant Non-Compliance

If the tenant is out of compliance with their rental/lease agreement, the landlord may serve the tenant with a non-compliance notice. This notice provides the tenant the opportunity to come into compliance with the rental agreement or the landlord can start the eviction process.



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- 14-day pay or vacate notice (RCW 59.12.030(3)): If the tenant is even one day behind in rent, the landlord can issue a 14-day notice to pay or vacate notice. If the tenant pays all the rent due within 14 days, the landlord must accept it and cannot evict the tenant. The landlord is not required to accept a partial payment.
- 10 days to comply or vacate notice (RCW 59.12.030(4)): If a tenant is not complying with a lease term the landlord can issue a 10-day comply or vacate notice. If a tenant does not come into compliance with the rental agreement within 10 days after receiving the notice, the landlord can start the eviction process. If a tenant comes into compliance within 10 calendar days after receiving the notice, the landlord must stop the eviction process. If the tenant disagrees with the notice, the tenant must respond in writing and provide any documents supporting the tenant's position to the landlord.

Threatening Behavior by a Tenant or Landlord (RCW 59.18.352 and 354)

If a tenant or landlord threatens another tenant with a firearm or other deadly weapon, and the threatening tenant or landlord is arrested because of the threat, the tenant may be able to terminate the rental agreement and quit the premises without further obligation.

Domestic Violence Protection (RCW 59.18.570-585)

If a tenant or a household member is a domestic violence, sexual assault, unlawful harassment, or stalking victim, the tenant may be able to terminate the rental agreement and quit the premises without further obligation by providing appropriate documentation to the landlord.

Moving Out

- Month-to-month Rental Agreement (RCW 59.18.200)
When a landlord or tenant wants to terminate a month-to-month rental agreement, they must give the other party at least 20 days' written notice before the end of the rental period. If a tenant moves out without giving proper notice, the tenant is liable for rent for the lesser of 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved.
- Fixed-Term Leases (RCW 59.18.220)
Typically, if a tenant vacates at the expiration of a fixed-term lease written notice to the landlord is not required. However, check the lease to verify that formal notice is not required. If a tenant stays beyond the lease expiration date, and the landlord accepts the next month's rent, the tenant may be assumed to be renting under a month-to-month agreement. A tenant who vacates before a lease expires is responsible for paying the rent for the remainder of the lease term or until the unit is re-rented.
- Armed Forces Exception (RCW 59.18.200 and 59.18.220)
Any tenant that is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may terminate a tenancy with



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less than the required notice time if the tenant receives permanent change of station or deployment orders that do not allow for adequate notice.

- Return of Deposits (RCW 59.18.280)

After a tenant vacates the rental unit, the landlord has 21 calendar days to return a deposit or provide a written statement of why the landlord is retaining any of the deposit.

- Death of the Tenant – The Designated Person (RCW 59.18.590)

A tenant may designate a person to act for the tenant on the tenant's death when the tenant is the sole occupant of the dwelling unit.

- Abandonment Related to Failure to Pay Rent (RCW 59.18.310)

Abandonment occurs when a tenant defaults on the payment of rent and reasonably indicates by words or actions an intention not to continue the tenancy. When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must be stored in a reasonably secure place. The landlord must make reasonable efforts to notify the tenant of where the property is stored and when a sale or disposition will take place.

- Summary of Unlawful Detainer (RCW 59.12)

A landlord must give notice under RCW 59.12.040 to take legal action against a tenant who does not move out. If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must go to court to begin an "unlawful detainer" action. If the court rules in the landlord's favor, the court will instruct the sheriff to evict the tenant if the tenant does not leave voluntarily. RCW 59.12 provides specific details on the unlawful detainer legal process.

SeaTac Property Maintenance Code (SMC 13.210)

The City of SeaTac Property Maintenance Code (SMC 15.40) applies to all existing residential structures and all existing premises. The Property Maintenance Code establishes minimum requirements and standards for premises, structures, equipment, and facilities, premises for light, ventilation, space, heating, sanitation, protection for elements, life safety, safety from fire and other hazards, and the safe and sanitary maintenance of such structures. A complete copy of the Property Maintenance Code is on file at the City of SeaTac.



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Resources

Financial Assistance for Renters

- SeaTac Rent Assistance Program – SeaTac contracts with the [Multi-Service Center](#) (MSC) and [African Community Housing & Development](#) (ACHD) to provide rent and utility assistance for SeaTac residents.
- [King County Housing Authority](#) – Provides rental housing and rental assistance programs, such as Section 8 vouchers, for low-income households. Phone: (206) 574-1100
- [Catholic Community Services](#) - Provides emergency funding and assistance to SeaTac residents. Phone: (253) 850-2523 (Fridays 10 a.m.–Noon)
- [St. Vincent de Paul](#) - Provides rent assistance to SeaTac residents. Phone: (206) 767-6449
- [King County Eviction Prevention and Rent Assistance Program \(EPRAP\)](#). Provides emergency rent assistance for people experiencing financial hardship caused by the COVID-19 pandemic. Phone: (206) 263-3481.
Email: DCHSRentalAssistance@kingcounty.gov

Other Resources

- [Washington Law Help](#) - Free online legal education materials and tools that provide basic information on a variety of legal problems, including detailed packets and forms.
- [Housing Justice Project](#) - King County Bar Association's free legal assistance to renters facing eviction in King County. Phone: (206) 267-7069.
- [Tenant Law Center](#) - Catholic Community Center's free legal assistance to qualifying low-income persons in King County facing eviction or subsidy termination. Phone (206) 324-6890
- [Neighborhood Legal Clinics](#) - King County Bar Association's free 30-minute legal consultations at locations throughout King County. Phone: (206) 267-7070
- [CLEAR Line Legal Help](#) - Northwest Justice Project's free legal assistance for Washington's low-income residents. Phone: (888) 201-1014
- [Attorney General Manufactured Housing Dispute Resolution](#) - Assistance for owners of manufactured and mobile homes to resolve disputes with landlords. Phone: (866) 924-6458
- [King County Dispute Resolution Center](#) - Trained mediators can assist tenants and landlords in resolving conflicts. Phone: (206) 443-9603
- [City of SeaTac Code Compliance](#) - Investigates SeaTac code compliance violations. Tenant must first try to resolve issues following procedures in Washington State Residential Landlord-Tenant Act (RLTA) (RCW 59.18). Phone: (206) 973-4567



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- [Summary of Eviction Law in Washington State](#) - Read non-legal advice on eviction law in Washington state.
- [Rental Housing Association of Washington](#) is a not-for-profit, members-only trade association that provides resources and advocacy to small to mid-size landlords across Washington. Phone: (206) 283-0816
- [Washington Attorney General](#) provides information for both tenants and landlords related to the Washington Residential Landlord-Tenant Act (RLTA).
- [Washington Multi-Family Housing Association](#) is an association of property management companies and multi-family property owners promoting and advancing multifamily issues.
- [Washington Landlord Association](#) (WLA) is an association that provides advice and assistance to active WLA members.
- [National Association of Residential Property Managers \(NARPM\)](#) is a professional association helping property managers manage single-family and small residential properties.
- [City of SeaTac Code Compliance](#) – Investigates code compliance complaints. Tenants must first try to resolve issues following the procedures in the Washington State Residential Landlord-Tenant Act (RLTA). Phone: 206.973.4567.