

Renting in Seattle

# RENTER'S HANDBOOK



Seattle Department of  
Construction & Inspections

September 2022

DON'T FORGET TO REGISTER TO  
**VOTE!**

**YOUR VOICE  
MATTERS!**

[www.kingcounty.gov/depts/elections](http://www.kingcounty.gov/depts/elections)

**WELCOME HOME!**

There's a lot to do when moving to a new home. Updating your voter registration is one of those important tasks to remember.



**ALREADY REGISTERED?**

Here are 5 easy ways to update your address:

- If you have a current Washington State driver license or state ID card, go online!
- Mail the registration form included with this Renter's Handbook.
- E-mail [elections@kingcounty.gov](mailto:elections@kingcounty.gov) with your name, date of birth, old residential and mailing address, and your new residential and mailing address.
- Call 206-296-VOTE (8683). Services are available in 120 languages.
- Go in-person to King County Election headquarters in Renton or the Voter Registration Annex in Seattle.

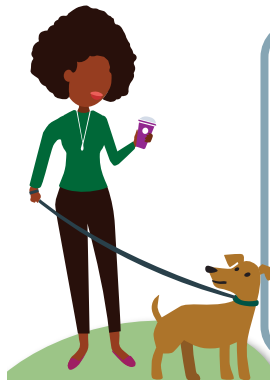


**REMEMBER TO  
CHANGE YOUR  
ADDRESS AT LEAST 29  
DAYS BEFORE  
ELECTION DAY.  
CHECK THE VOTER'S  
CALENDAR.**

**NEED TO REGISTER?**

There are 3 ways to register to vote:

- If you have a current Washington State driver license or state ID card, go online!
- Mail the registration form included in this Renter's Handbook. (See center pull-out.)
- Go in-person to King County Election headquarters in Renton or the Voter Registration Annex in Seattle.



# Welcome!



## What Is the Renter's Handbook?

Welcome to Renting in Seattle. Your landlord is required to provide you with this Renter's Handbook when you first sign a rental agreement, renew a rental agreement, or whenever the City of Seattle updates information in it.

The Renter's Handbook gives you a broad overview of both your renter rights and obligations and provides tips and helpful resources to make renting in Seattle a great experience. You should keep this handbook where you can easily reference it.

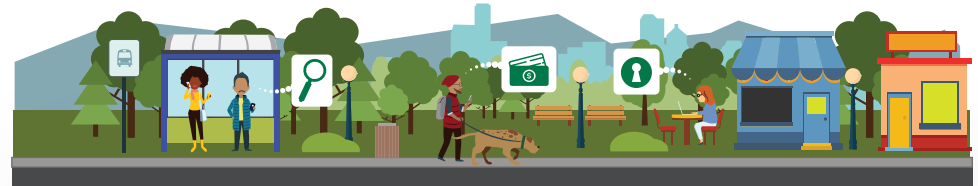
Remember, there is help available when your handbook does not have the answer to your question or specific situation. The Renting in Seattle Helpline (206) 684-5700 is open Monday – Friday during business hours so you can talk to someone for information and guidance. Interpretation services are available

Seattle is a Welcoming City. We value inclusion and equity. City employees do not ask about citizenship status and serve all residents regardless of immigration status.

This handbook is not intended as legal advice. You can also visit our web site [www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle).

**2nd edition**

# Table of Contents



## Finding a Home

- What to Look For
- Minimum Standards
- Rental Registration Inspection Ordinance
- Fair Housing Laws

## Get Ready to Rent

- Rental Applications
- First In Time
- Holding Deposits
- Renting and Disability Rights

## Move In

- The Rental Agreement
- Move-In Charges
- Installment payments
- Utility Accounts

## While You Rent

- Landlord/Tenant Duties
- Adding Roommates
- Notices from your Landlord
- Rent Pledges

## Moving Out

- Ending the Rental Agreement
- Just Cause Termination
- Eviction
- Security Deposit Return

## Final Thoughts

## Index

# FINDING A HOME

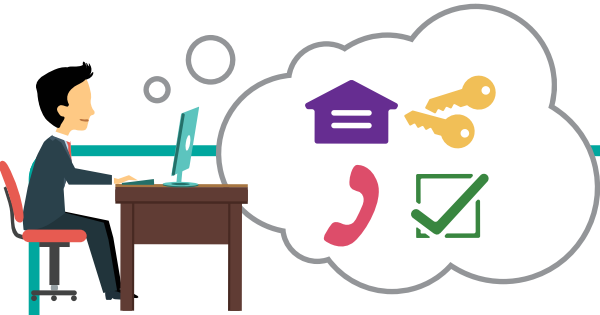
Finding the right place for you is not an exact science and people find their homes in lots of different ways. Many listings are available for free online. Sometimes, driving or walking around a neighborhood can yield results where 'For Rent' signs are posted. Beware of online scams that ask for money or wire transfers. Never agree to rent a place before you see it. If a deal feels too good to be true, it probably is! You can report suspected rental scams to the Federal Trade Commission at [www.consumer.ftc.gov](http://www.consumer.ftc.gov).

Affordable housing can mean a lot of different things. Generally, it is housing that is tied to your income level, often, but not always, based on area rents. Some low-income housing is federally funded and/or provided by non-profit housing organizations. The City's Office of Housing maintains a list of search sites at [www.seattle.gov/housing/renters/find-housing](http://www.seattle.gov/housing/renters/find-housing).

Often there are waitlists for affordable housing options. Seattle Housing Authority (SHA) both owns low-income housing units and has a rent subsidy program called 'Housing Choice Vouchers'. You can find out more about SHA at [www.seattlehousing.org](http://www.seattlehousing.org), or you can visit their office location in downtown Seattle at 190 Queen Anne Avenue North. You can call the Community Information Line at 2-1-1 for a list of affordable housing providers over the phone if you don't have access to a computer.



# What to Look for in Your Potential Home



**It's important to know what to look for in a potential home besides your personal preferences. Seattle has rules for minimum safety and maintenance standards that housing must meet to be registered as a rental home. The rules are in the City's *Housing and Building Maintenance Code*. The following is a basic explanation of those standards.**

## Space and Occupancy

This category covers the minimum size of housing units and includes dimensions of sleeping rooms. It also covers light and ventilation requirements, like windows, fans, and sanitation. For example, a sleeping room must be at least 70 square feet with an additional 50 square feet for each person in excess of two.

## Structural

Elements such as foundations, chimneys, and roofs must be solid and stable. The building needs to be weathertight, damp-free, rodent-proof, and maintained in good repair.

## Mechanical

All housing units must have a permanently installed heating source (space heaters alone are not sufficient). Electrical equipment, including wiring, and appliances must be properly installed and safely maintained. The unit must be safely lit and have sufficient electrical outlets.

## Fire and Safety

Stairs must be safely constructed and have appropriate handrails. Smoke and carbon monoxide detectors are required. An exterior door or properly sized window for emergency exit (known as egress) is required in all rooms used for sleeping. There are lots of additional requirements for larger, multi-unit buildings.

## Security

Entry doors must have a deadbolt and have a peep hole or window so you can see who is at the door. Locks must be changed when there is a change of tenancy. Buildings must be secure enough to reasonably prevent criminal actions to residents and their belongings.



## Good to Know!

Other general safety things to watch out for in older buildings and homes are the potential hazards of peeling lead paint and asbestos when it is friable (crumbling and not contained). If a unit has bedrooms below ground like basement rooms, are there large enough windows or exterior doors? If not, those rooms should not be advertised nor used as bedrooms, as they do not meet safety standards.



## Is the Unit Registered?

As of 2014, all rental properties in Seattle register with the City in accordance with the *Rental Registration and Inspection Ordinance*. There are some exemptions such as housing owned by Seattle Housing Authority or licensed facilities such as assisted living homes. This helps the City ensure your housing is safe and complies with minimum standards. Inspections are required every 5-10 years. You can check if your home is registered at [www.seattle.gov/rrio](http://www.seattle.gov/rrio).



## Seattle's Fair Housing Laws

Seattle's *Fair Housing Laws* are designed to ensure everyone has equal access to housing. It is illegal to discriminate in the rental of housing because of:

- Race
- Color
- Ancestry
- Sex
- Disability
- Creed
- Religion
- Age
- Retaliation
- Alternative sources of income
- National origin
- Marital status
- Political ideology
- Parental status
- Sexual orientation
- Gender identity
- Use of a service animal
- Use of a Housing Choice Voucher or other subsidy programs
- Military status or veteran
- Criminal history
- Citizenship and immigration status

### Rental Housing Ads

It is illegal for a housing provider to, intentionally or otherwise, steer certain renters to or from a rental listing. A listing that says 'will suit a quiet couple' is potentially discriminatory because it appears to exclude applicants based on their 'parental status,' for example.

Landlords must include specific information when advertising a unit for rent. Advertisements must:

- Include the criteria that will be used for screening and the minimum standard to move forward in the application process
- Describe all information and documents the landlord will use in screening
- Provide information explaining how you can request additional time to complete an application for things like interpretation or a reasonable accommodation for a disability

## Source of Income Protections

Seattle has protections for renters with a source of income other than employment. Housing providers cannot deny you a rental unit or treat you differently because your income comes from social security, alimony, retirement, disability etc. or if you are relying on a rental subsidy program like a Housing Choice Voucher. If your landlord has a rent to income ratio requirement they must subtract any subsidy you receive before making the calculation. *See pg. 17 for more on income-to-rent ratio.*



## Fair Chance Housing

Seattle's *Fair Chance Housing Ordinance* offers protections to address bias and barriers people with criminal backgrounds face when attempting to secure rental housing.

Advertising of rental units cannot ban applicants with a criminal history. Applicants cannot be screened for a criminal history or be asked about criminal history on the application.

Adult applicants may be screened against the sex offender registry. A landlord could potentially disqualify an applicant on the registry only if:

1. The offense was committed as an adult.
2. A legitimate business reason exists. A connection would need to be demonstrated between the policy/practice and the safety of residents/property.

The following are some of the factors informing a landlord's consideration:

- Nature and severity of the offense
- Number and types of convictions
- Age at time of conviction
- Evidence of good tenant history
- Time since date of conviction
- Supplemental information

Homeowners renting units on the property where they live like an attached apartment or backyard cottage are exempt from these screening restrictions.

If you see rental housing advertising that does not comply with Fair Chance housing laws, you can call the Helpline at (206) 684-5700 to report it.



# GET READY TO RENT

Renting can be a competitive business, especially for the most affordable units. Being prepared in advance can really help.

- Know your credit score and any potential issues that might show in a screening report. You can manage that information with your application and explain the circumstances to support your application. You can access your credit report at [www.annualcreditreport.com](http://www.annualcreditreport.com)
- Know your rights before you submit an application.
- Have the following information ready for your application:
  - Current and previous address including landlord information
  - Names and birth dates of all occupants
  - Employment and income information and verification
  - Vehicle information
  - References, both personal and housing related
  - Pet information

Housing providers must make clear in advance the criteria they will use to screen your application and the reasons that would result in denying your application. You are entitled to a copy of the screening report.

You can only be charged the actual cost of the application screening. The customary cost in Seattle is approximately \$25-\$45 per adult.

If your application is denied, the housing provider must give you a written notice stating the reasons. This is called an 'adverse action' notice and is required by both City and State law.





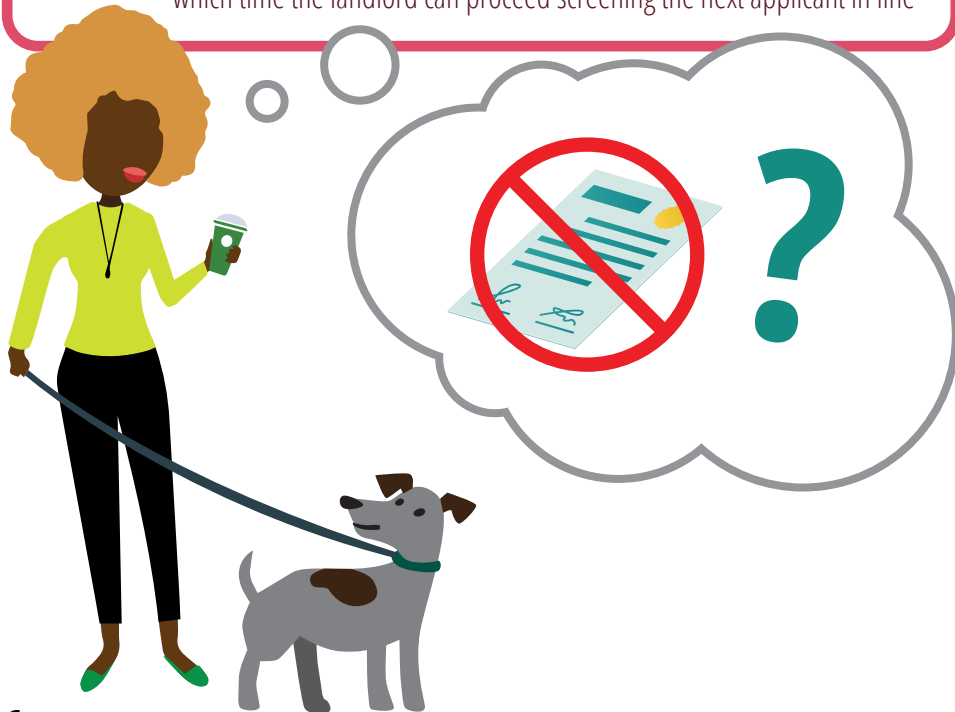


### First in Time

The *First-in-Time Ordinance* requires landlords to offer a rental agreement to the first qualified applicant who submits a complete application. Housing providers must cooperate fully with applicants using a housing subsidy such as completing required paperwork, etc.

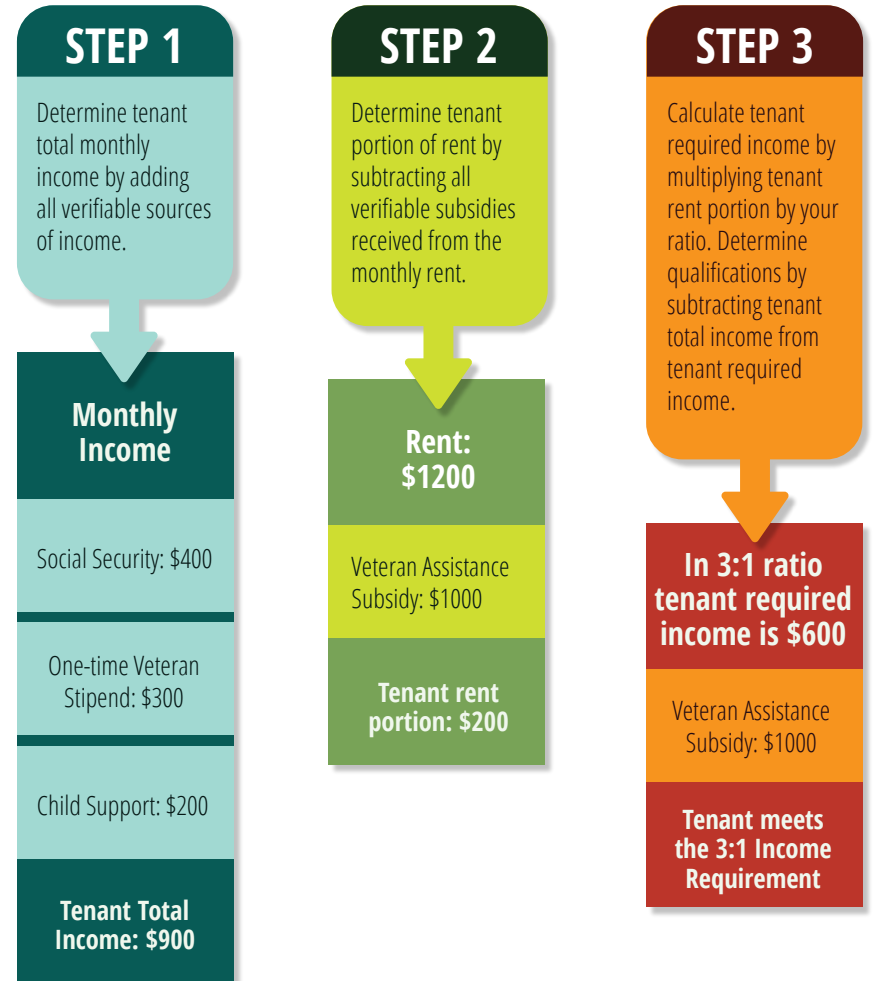
Landlords must:

- Date and time stamp applications in the order received
- Screen applications in chronological order one at a time
- Give applicants a minimum of 72 hours for additional information on an otherwise complete application
- Provide 48 hours for a response to an offer of a rental agreement after which time the landlord can proceed screening the next applicant in line



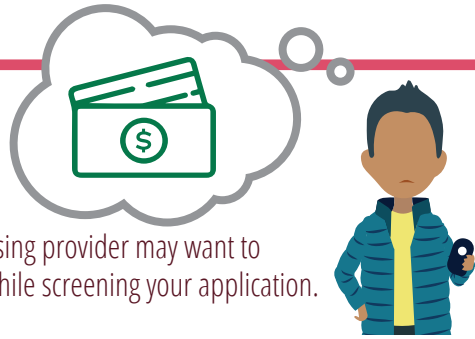
### Income to Rent Ratio

As mentioned before, a landlord cannot deny you housing because your income comes from a source or sources other than employment. If part of the eligibility requirement is a rent to income ratio, and your income is from other sources or subsidies, your landlord must follow these steps in making the calculation:

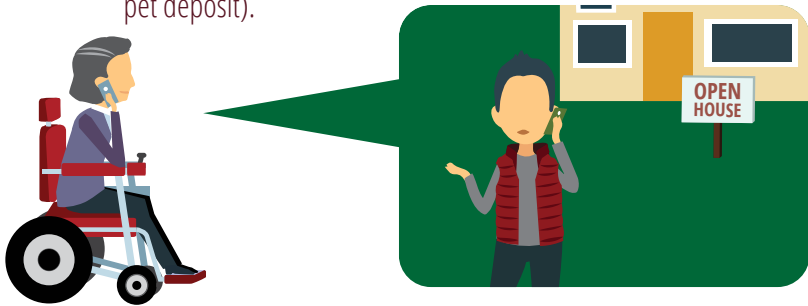


## Holding Deposit (Deposit to Secure Occupancy)

When you apply to rent a unit, the housing provider may want to charge you a deposit to hold the unit while screening your application.



- The maximum holding deposit a landlord may charge is 25% of one month's rent. A receipt explaining the terms is required.
- If you are offered the unit and decide you don't want it, you will likely forfeit your holding deposit. The deposit is fully refundable if your application is not successful or the unit fails a housing inspection connected to a rental subsidy program.
- If you sign a rental agreement for the unit, the holding deposit must be applied to the first month's rent or move-in costs (security deposit and pet deposit).



## Renting and Disability Rights

### Accessibility

Housing accessibility allows renters with disabilities to live independently. Grab bars, ramps, extra width for wheelchairs, designated parking are some examples. If you have a disability, you can ask for a reasonable accommodation or modification.

An accommodation is a change in rules, policies, practices, or services to allow you the equal opportunity to use and enjoy a rental unit. An example of reasonable accommodation is to make an exception to a parking policy so a person using a wheelchair can have a spot closest to their unit.

A reasonable modification allows you to make physical changes to the property that are necessary to make the rental property accessible. You are responsible for paying for reasonable modifications unless the landlord receives federal funds. An example of a reasonable modification is asking permission to widen the bathroom doorway to accommodate a large scooter.

If you have questions or want to file a complaint, contact the Renting in Seattle helpline (206) 684-5700.



### Service Animals

Service animals are broadly defined in Seattle and include emotional support, companion, therapy animals, and more. Fair housing rules require reasonable accommodations for service animals.

- A housing provider can ask for verification of the disability-related need for your service animal, from a qualified third party such as a medical provider or someone qualified to verify the connection.
- Service animals are not considered pets and cannot be prohibited from rental units. 'No Pet' policies do not apply to service animals.
- Training or certification of a service animal is not required.
- A housing provider cannot charge a deposit, fee, or additional rent for a service animal.
- You are responsible for your service animal's behavior and any damage it does to your rental unit and the property.



# MOVING IN

Moving is a busy and often stressful time. Things can easily be overlooked. It is important to be careful and pay attention to the details at this stage as it sets the tone for your entire tenancy.

## The Move-in Checklist

This is an extremely important part of your rental agreement because it is connected to your security deposit.

- It should accurately describe in detail the current condition of your new home
- Discrepancies should be discussed immediately with your landlord so you are not taking responsibility for damage that happened before you moved in
- It should be signed and dated by you and your landlord. Your landlord must provide you with a copy
- This checklist will be used by your landlord when it's time for you to move out to determine if you have caused any damage to the unit

It is unlawful to collect a security deposit without a signed and dated move-in checklist.

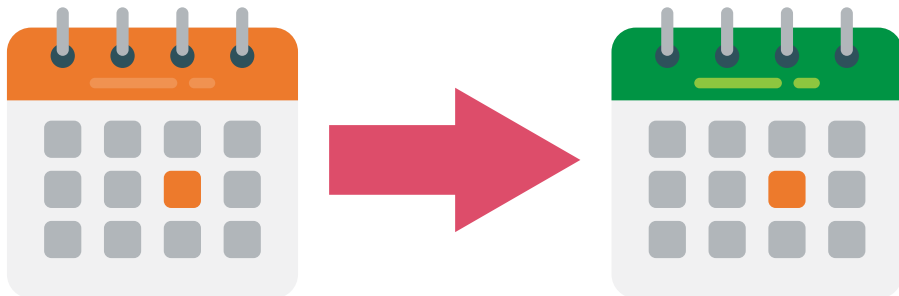
# The Rental Agreement



When you are offered a rental agreement, read it thoroughly before signing. Remember, it is a legally binding contract.

- Pay attention to what costs you are responsible for in addition to your rent, such as utilities, and how they are billed
- Examine the rules carefully to make sure you understand the policies around guests, pets, parking, etc
- Get help understanding your rental agreement if you need to, especially if English is not your first language

This Renter's Handbook (printed copy) must be provided to you at the time you sign the initial rental agreement. Your landlord must provide copies (electronic) for any subsequent rental agreement; whenever the handbook is updated, or annually for month-to-month renters.



## Different Types of Rental Agreements



All rental agreements in Seattle are regulated by the *Just Cause Eviction Ordinance*. This means a landlord must have a legal reason or 'Just Cause' to terminate a month-to-month rental agreement or decline to renew an expiring lease. The notice period required depends on the specific just cause reason. Those reasons and the required notice a landlord must give are on pg. 46

### Month-to-Month

This type of agreement renews each month. You can terminate the rental agreement with a minimum of 20 days' written notice before the end of the monthly rental period. For example, if you want to move out in February, your landlord would have to receive your written notice no later than February 8. You might appreciate the flexibility of this arrangement but, be aware that the terms of your rental agreement, including the amount of rent, can change with proper notice during a month-to-month agreement.

### Term Lease

This type of rental agreement is for a specific period of time. The terms remain fixed for the duration of the lease unless changed by mutual agreement between you and the landlord. The landlord must offer you a lease renewal 60-90 days before your current lease expires unless they have just cause not to do so. See Just Cause pg. 46

### Initial term lease converting to month-to-month automatically

This occurs when the rental begins as a term lease and reverts automatically to a month-to-month lease at the end. You have a right to remain after the initial term unless the landlord has a just cause to end the rental agreement.

### No rental agreement?

It is never a good idea to move into a rental unit without a written agreement. If you find yourself in that situation, you are considered a month-to-month tenant by verbal agreement and have renter rights. However, the definition of a tenant is someone entitled to occupy a rental unit under a rental agreement. While verbal agreements are not unlawful, it may be difficult to prove you are a tenant without a written rental agreement if a dispute arises.

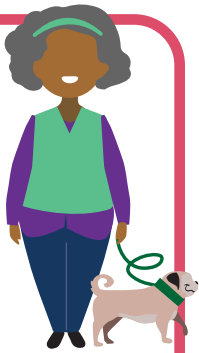
## Move-In Charges

In Seattle, there are strict limits to what you can be charged for move-in costs. Move-in charges cover the security deposit, fees, and pet deposit.

- The security deposit and fees combined cannot equal more than one month's rent
- Fees can only be charged for screening (background check when you apply to rent) and/or cleaning
- If fees are charged for cleaning at the beginning of the agreement, you cannot be charged again for cleaning upon move-out
- Total fees cannot exceed 10% of one month's rent
- The maximum you can be charged for a pet deposit is 25% of one month's rent regardless of how many pets

### Examples:

Tracy is a single-person household with a dog. The rent for the unit she's moving into is \$1200 per month.



Tracy's landlord can charge:

- \$45 screening fee
- \$75 cleaning fee
- \$1080 security deposit
- \$300 pet deposit

Tracy's total move-in costs can equal up to a maximum of \$1,500.

Hamid and Fatima with their two children are a four-person household. Rent is \$2,200 per month.



Their landlord can charge:

- \$90 (\$45 x 2) screening fee
- \$130 cleaning fee
- \$1980 security deposit

The family's total move-in costs can equal up to a maximum of \$2,200.

## Installment Payments

It can be difficult to pay what typically amounts to three months' rent for moving into a new place. In Seattle, you have a right to pay your move-in costs (deposit and fees), last month's rent, and pet deposit in installments.

A landlord cannot refuse to rent to you because you decide to use installment payments. It is important to remember that in addition to your monthly rent, installment payments must be made on time or you risk getting a 14 Day Pay or Vacate Notice. The installment payment schedule is based on the length of your tenancy.

### Deposits & Fees

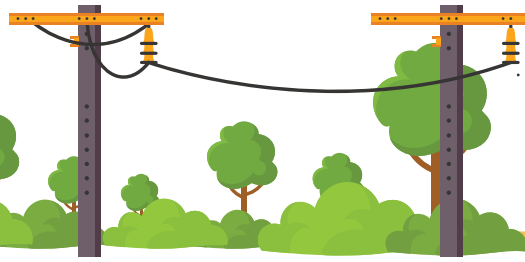
- 30 days - six-month tenancy = four equal consecutive installments of equal duration.
- Month to month = two equal installments
- No installments for deposit/fees if the total does not exceed 25% of one month's rent
- Pet deposit = three equal installments

### Last Month's Rent

- Six-month+ tenancy = six equal, consecutive, monthly installments
- 60 days - six-month tenancy = four equal payments of equal duration
- No fees, penalties, interest may be charged for installment payments
- Failure to pay installments as agreed is a breach of the rental agreement and you can receive a 14 Day Pay or Vacate Notice
- Alternatively, you and your landlord can make a payment schedule by mutual agreement. Get it in writing.



# Utility Accounts



## Seattle City Light

Seattle City Light (SCL) is the City department responsible for electricity accounts. You can open an account in your own name. You are responsible for letting SCL know when you move out. Failure to pay your bill to the utility or the landlord on time can result in a shutoff notice from the utility and/or a *14 Day Notice to Pay or Vacate* by your landlord.

### TIP:

SCL also has discount programs and payment assistance for qualified customers. Visit their web site at [www.seattle.gov/light/assistance/](http://www.seattle.gov/light/assistance/) or call (206) 684-3000.



## Seattle Public Utilities

Seattle Public Utilities (SPU) is the City department responsible for water, sewer, and garbage accounts. Since 2011, new tenants cannot open accounts in their own names. The landlord is responsible for the overall account. You may be responsible for paying the cost of the utility charges if provided in your rental agreement. You should be provided with a copy of the actual bill if the landlord charges you directly. Failure to pay your bill on time can result in a shut-off notice and/or a *14 Day Pay or Vacate Notice* by your landlord as utilities are treated like rent for eviction purposes.

### TIP:

Never flush anything besides toilet paper. Avoid getting grease, hair, and large items down the drain. A plumbing clog is expensive to repair and your landlord can charge you the entire cost if you or someone in your household flushes something other than toilet paper. Don't believe the marketing claims on products for 'flushable' wipes, etc.

### Good to Know!

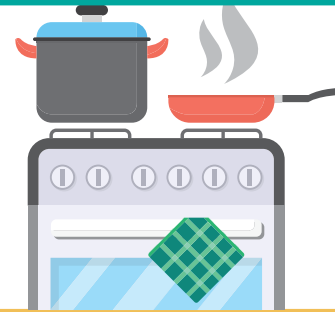
SPU has programs to help with utility discounts and payment assistance for qualified customers. Visit [www.seattle.gov/utilities](http://www.seattle.gov/utilities) or call (206) 684-3000.

### TIP:

Failure to pay your utility bill on time can result in eviction.

### TIP:

Food scraps and recyclable items are not allowed in the garbage. All buildings should have separate containers for those items.



### TIP:

Failure to report leaks, running toilets, and other service issues to the landlord promptly can make you responsible for some or all of the cost.

## Puget Sound Energy

Puget Sound Energy (PSE) is the natural gas provider for the city. You can open an account in your own name. PSE has information on their website about programs to assist with bills, visit [www.pse.com](http://www.pse.com) or call 1(888) 225-5773.

## Utility Billing Protections

The City's *Third Party Billing Ordinance* protects renters who pay a landlord or a billing company for water, sewer, garbage, or electrical services in residential buildings with 3 or more units. If you do not get the required billing information or you think you are charged improperly, you should first talk to your landlord or the billing company.

Complaints of violations are made to the:

**Office of the Hearing Examiner**  
**Seattle Municipal Tower**  
**700 5th Ave**  
**Suite 4000**  
**Seattle, WA 98104**

You can contact the hearing examiner at (206) 684-0521 or e-mail [Hearing.Examiner@seattle.gov](mailto:Hearing.Examiner@seattle.gov)

Learn more about the code:

<https://www.seattle.gov/hearing-examiner/citations/public-guide-and-forms>



## What should a tenant's utility bill include?

In some rentals, you pay for utilities (such as water) to the landlord or a billing company, rather than directly to the utility. The City's *Third Party Billing Ordinance* protects renters who pay a landlord or a billing company for water, sewer, garbage, or electrical services in residential buildings with 3 or more units.

What should a tenant's utility bill include?

- The name, business address, and telephone number of the landlord or third-party billing agent, whichever one sent the bill to the tenant
- The basis for each separate charge, including service charges and late fees, if any, as a line item, and the total amount of the bill
- If the units are sub-metered (each unit has its own meter), the current and previous meter readings, the current read date, and the amount consumed
- The due date, the date upon which the bill becomes overdue, the amount of any late charges or penalties that may apply, and the date upon which such late charges or penalties may be imposed
- Any past-due dollar amounts
- The name, mailing address, and telephone number for billing inquiries and disputes, the business hours and days of availability, and the process used to resolve disputes related to bills
- When billing separately for utilities, Landlords must: provide an explanation how the bill is calculated and common area utility costs are distributed; notify residents of changes to billing practices; make a copy of the building's utility bill available to tenants

## Common Examples of Utility Billing

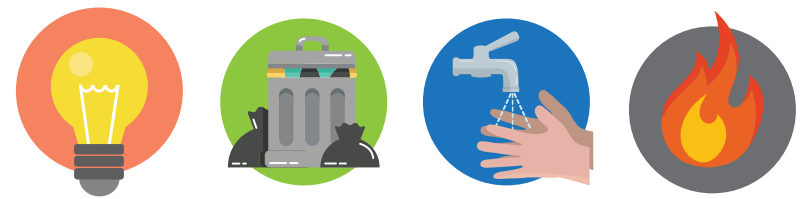
The way your utilities are billed should be explained in your rental agreement. Here are some common ways tenants pay for utilities.

### Renting a single-family home with gas, electric, and water/sewer/garbage accounts not included in rent.

**Electric:** Tenant has bill in their name, and pays the bill directly to SCL

**Gas:** Tenant has bill in their name, and pays the bill directly to PSE

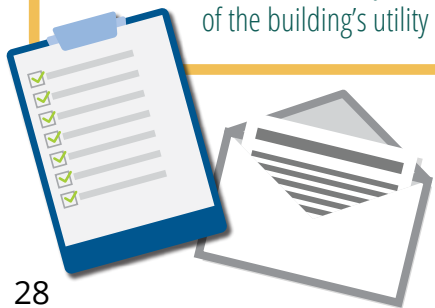
**Water, Sewer, Garbage:** Bill is in property owner's name, but a copy of the bill is sent to the tenant, and the tenant pays the bill directly to SPU



### Unit in an apartment building with utilities not included in rent.

**Electric:** Tenant has the bill in their name and pays the bill directly to SCL

**Water, Sewer, Garbage:** A third party company uses the information on the building's SPU bill and divides it proportionally to building units based on the number of people on the lease. The tenant pays their portion of the bill to the third party company.





# WHILE YOU RENT

Both you and your landlord have rights and responsibilities according to your rental agreement, City regulations and State law. Most of these are common sense things and require all parties to act in good faith. In addition, State law requires that your landlord provide you with information from the Department of Health about mold and information about fire safety. Larger multi-family buildings must have a diagram showing emergency evacuation routes.

**TIP:** Keep in mind you have a business relationship with your landlord where both of you can be significantly impacted by the actions of the other person. Follow these important guidelines.

- Maintain your important documents such as the rental agreement, move-in checklist, and your Renter's Handbook
- Keep communication clear and respectful
- Document important communication in writing



# Landlord Duties



- Maintain the building and its structural components
- Make timely repairs
- Maintain common areas such as lobbies, stairs, and hallways
- Control pests
- Provide operating smoke and carbon monoxide detectors
- Provide secure entry locks and keys
- Provide common garbage, recycle, and food waste containers



# Tenant Duties

- Pay rent on time and follow the rules of the rental agreement
- Keep the rental unit clean and sanitary
- Maintain smoke and carbon monoxide detectors
- Prevent illegal or hazardous activity in the rental unit
- Observe quiet hours
- Operating plumbing, electrical, and heating systems properly
- Dispose of garbage, recycle, and food waste properly

## Good to Know!

Your landlord must provide an alternative payment method if you can't pay your rent electronically.

## TIP:

Remember to get a receipt for your rent!

## Repairs



Your rental agreement should state clearly who you contact for emergencies and repair requests. Reporting needed repairs promptly is important as you could be held financially responsible for the damage caused by delayed repairs you failed to report.

State law requires you make a repair request in writing. It's a good practice to create a record of the repair request which then obliges the landlord to respond. You can also call the landlord if it helps expedite the issue, but make sure there is a written request as well.

The landlord is required to start repairs within:

- 24 hours if you are without water, electricity, or heat during the winter, or if there is a life/safety issue
- 72 hours if your appliances are not working or you have a major plumbing issue with your sink or bathtub
- 10 days for any other repair request

If your landlord does not respond or refuses to make a necessary repair, you can contact the Renting in Seattle Helpline at (206) 684-5700.

- For emergencies like no power or water, an inspector will try to inspect your unit on the same day or next business day and contact the landlord immediately
- For other issues, an inspector will call to make an appointment with you to inspect your unit for housing violations, usually within five to ten business days
- The inspector will then prepare a notice directing the landlord to make the repairs

While it may seem justified to withhold rent when your landlord is not responsive nor making necessary repairs, it is not advisable. Though the State's Residential Landlord Tenant Act discusses repair and deduct remedies for tenants, it is a very specific process and a big risk to withhold rent because the landlord might choose to evict for non-payment. Make a complaint to the City by calling the helpline and consult an attorney before exercising any rights that potentially jeopardize your tenancy

# Adding Roommates



Seattle housing can be expensive and finding an affordable place to call home can be a real challenge. You can add roommates to your household which may help if you struggle to pay your housing costs.

Be cautious when adding a new roommate, it could prove complicated and difficult removing them if it does not go well. Remember, everyone who pays rent has rights whether they are on the rental agreement or not.

Additionally, your tenancy could be jeopardized if the landlord decides to evict your roommate. It's good practice to work with your landlord when you want to bring in a roommate.

You can add:

- Immediate family
- One additional non-family roommate
- Immediate family of the additional roommate
- Any other roommates that the landlord agrees to
- Not to exceed legal occupancy standards

## Immediate family is broadly defined to include:

Spouses, domestic partners, former spouses, former domestic partners, adult persons related by marriage, siblings, persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, and persons who have a parent-child relationship, including parents, stepparents, grandparents, adoptive parents, guardians, foster parents, or custodians of minors.

For purposes of this definition, "dating relationship" means a social relationship of a romantic nature. Factors a court may consider in determining the existence of a dating relationship include: (a) the length of time the relationship has existed; (b) the nature of the relationship; and (c) the frequency of interaction between the parties.

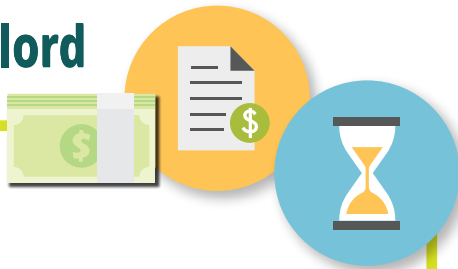
There are important steps and timelines you must follow to add a roommate. You must inform your landlord in writing within 30 days of adding someone to your household. Your landlord can screen the new household member using the same screening criteria originally used for your rental application.

- A non-family roommate (a) can be screened and (b) can be denied occupancy based on screening
- Immediate family (a) can be screened and (b) cannot be denied occupancy. Screening charges are allowed in compliance with the *Rental Agreement Regulation Ordinance (SMC 7.24)* and the state landlord tenant act.
- The landlord can require a non-family roommate to join the rental agreement with 30-days written notice.
- If the roommate does not join the rental agreement in 30 days, they must vacate within 15 days. (45 days total)
- Immediate family cannot be required to join a rental agreement nor be denied occupancy.

Except for a screening fee, no other move-in charges can be applied to the added household member. All original terms of the rental agreement remain the same.



# Notices from Your Landlord



There are several kinds of notices you can receive from your landlord, some more urgent than others.

- Consider any written notice from the landlord important and worth your immediate attention. Review it right away and take quick action if necessary.
- Notices requiring action usually provide a short window of time to comply. Not responding in time may lead to serious consequences, such as eviction.
- Notices from your landlord must comply with City regulations.
- Notices that impact tenants' rights such as:
  - Notices to terminate, quit, comply and/or vacate
  - Notice to increase housing costs (rent etc.)
  - Notices to enter must include the following language:

***If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684- 5700 or visit the web site at [www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle).***

Notices that attempt to terminate a tenancy such as a 14 Day Pay or Vacate, 10 Day Comply or Vacate etc. must additionally include the following language:

***RIGHT TO LEGAL COUNSEL: CITY LAW PROVIDES RENTERS WHO ARE UNABLE TO PAY FOR AN ATTORNEY THE RIGHT TO FREE LEGAL REPRESENTATION IN AN EVICTION LAWSUIT.***

Your rental unit must be registered with the City before your landlord can issue a notice unless the unit is exempt.

Call the Renting in Seattle Helpline (206) 684-5700 if you would like assistance reviewing a notice. You can also call 2-1-1 for information about free or low-cost legal services. The following are the most common types of notices.



## Notice of a Housing Cost Increase



“Housing costs” include rent and any monthly fees you pay your landlord, like storage or parking. Utility charges based on usage are not included in this type of notice unless your landlord transfers responsibility for utility bills to you. If you already pay for utilities, but there is a change to billing like a switch to a different company your landlord is required to provide you with a 30-day notice to change your rental terms.

If you have a lease for a specific term, the landlord cannot change your housing costs for the duration. If your rental agreement gives you the choice to stay as a month-to-month tenant at the end of the term, and the landlord wants to increase your housing costs at that time, the landlord must send you a housing cost increase notice before the term expires.

- The landlord must give you written notice a minimum of 180 days prior to a housing cost increase.
- The notice must include required language (see pg. 36) about where a tenant can find information about their rights
- Call the Renting in Seattle Helpline as soon as you receive a notice of increase to determine if it is valid. Paying the new rent amount may imply you agreed to the increase.
- Increases must coincide with the start of a rental period. If your rent is due on the 1st and your landlord gives you a 180 day notice on January 5th, the earliest the increase could take effect would be August 1st to allow for the full notice requirement.
- No increase can take effect if your rental unit does not meet the minimum housing code requirements under the *Rental Registration and Inspection Ordinance*. See [www.seattle.gov/rrio](http://www.seattle.gov/rrio) and search under rental registration. You must notify your landlord in writing and contact the Renting in Seattle Helpline to schedule an inspection prior to when the increase goes into effect.

## Economic Displacement Relocation Assistance ordinance (EDRA)

Income-qualified tenant households (at or below 80% AMI) whose housing costs are raised by 10% or more in a year, may be eligible for relocation assistance to move.

Household	1	2	3	4	5	6	7	8
Income	\$66,750	\$76,250	\$85,800	\$95,300	\$102,950	\$110,550	\$118,200	\$125,800

- Households that apply must have a notice of housing cost increase dated July 1, 2022 (or later).
- The 10% increase can be a single increase or a combination of increases that take effect within the same 12 month period.
- Relocation assistance is approximately 3x monthly housing cost and is advanced by the City to qualified households.
- To learn more or to apply for EDRA visit [www.seattle.gov/rentinginseattle/edra](http://www.seattle.gov/rentinginseattle/edra) or call the helpline if you do not have access to the internet.

## Notice of Changes to the Terms of Your Rental Agreement

If you signed a lease, the terms cannot change until the lease expires unless both you and your landlord agree otherwise. If you have a month-to-month rental agreement, the landlord can change the terms with a notice 30 days before the start of a new rental period.

Changes might include rules around smoking, guests, or pets to name some examples. Any changes that increase your housing costs must comply with the housing cost increase notice requirements.



## Notice of Intent to Enter

Your rental agreement gives you the right to control access to your home. That means the landlord cannot enter without proper notice unless there is an emergency situation. The landlord has a right to seek access for making repairs, inspections, or showing the unit to prospective tenants or contractors. Your landlord needs to give you:

- At least 2 days' notice for agreed upon or necessary repairs or inspections
- At least 1 days' notice for showing the unit

Notices to enter must include:

- The date the landlord wants to come in
- The earliest and latest time that they may arrive
- A telephone number you can call in case you do not wish to allow them entry on the date or time in the notice

If the date or time does not work for you and you have a valid reason for not wanting to give the landlord access, you should provide dates and times that will work. A valid reason might be that you have already planned a family event in your home at that time or you want to be there during the access and need more notice to take time off work.

Your landlord could issue you a 10 Day Notice to Comply if you fail to grant reasonable access.

### TIP:

The law requires both parties to be reasonable and act in good faith. You and your landlord should make every effort to have clear, respectful communication. Consider the other person's needs, and find agreement on the reason, time, and manner to enter your home. Make sure you document the communication to show you have been co-operative.

In cases of an emergency, a landlord can enter the tenant's unit without notice. Examples of an emergency may include:

- A major plumbing leak
- A fire
- Police wellness check of the tenant (that requires the landlord to allow officers to enter the unit)



In cases of abandonment, a landlord can enter if they have given notice to enter and received no response after several attempts and evidence exists to reasonably indicate abandonment.

Evidence of abandonment include two or more of the following:

- Your landlord has not received a rent payment
- Your mail has not been collected
- Your utilities have been disconnected for non-payment

## Notice to Comply or Vacate (10 Days)

A landlord will use a 10-day notice when you violate the rental agreement. Examples might include:

- Smoking in a non-smoking unit/building
- Keeping a pet when no pets are allowed
- Creating loud noise during quiet hours



The notice needs to state clearly what you have done to violate the rental agreement and what you need to do to comply with the notice. The 10-day period for compliance includes weekends. If you are a month-to-month tenant, receiving 3 or more 10-day notices in a 12-month period can be a just cause reason for the landlord to terminate your rental agreement with 20 days notice.

## Notice to Pay or Vacate (14 Days)

A landlord will use a 14-day notice when rent, utilities, or installment payments are late. Those are the only charges permitted on this type of notice. It allows a very small window of time to pay what you owe.

- You should do whatever you can to pay within that time.
- If you anticipate not being able to pay your rent on time, it is usually best to let your landlord know beforehand. Your landlord may even consider agreeing to a payment plan. You have nothing to lose by asking the landlord to work with you; the worst that can happen is that your landlord says no. Often, your landlord will appreciate you being proactive when you have an issue paying your rent if it is not an ongoing problem.
- If you need help with paying your rent, call 2-1-1 for a list of resources that may be able to help. See pledges of rent assistance on pg. 42. If you can secure some financial help from a third party, it may also give you a little extra time.

### Tip:

Pay attention to the date rent is due on your rental agreement. Rent is usually due on the first of the month. It's common to see late fees assessed on the third or fifth day. This does not mean you get a "grace period" which is a common misconception some renters have. It just means you can't be charged a late fee until then. You can receive a 14-day notice any time after midnight of the day the rent is due.

## Notice to Quit for Waste or Nuisance (3 Days)

A landlord will use this 3-day notice in very serious situations, like when criminal activity occurs on the property or severe damage is caused to the rental unit. There is no cure for this notice; the only way to comply is to move out or secure an attorney immediately to defend you in an eviction lawsuit.

Landlords must provide a copy of notices for criminal activity to the Seattle Department of Construction and Inspections. There needs to be clear evidence that this type of notice is appropriate for the circumstances.



## Notice to Terminate Tenancy for Just Cause

There are specific just cause reasons a landlord can use to terminate a month-to-month rental agreement in Seattle. The notice period required depends on the specific just cause.

The *Just Cause Eviction Ordinance* is discussed under the 'Moving Out' section pg. 46.

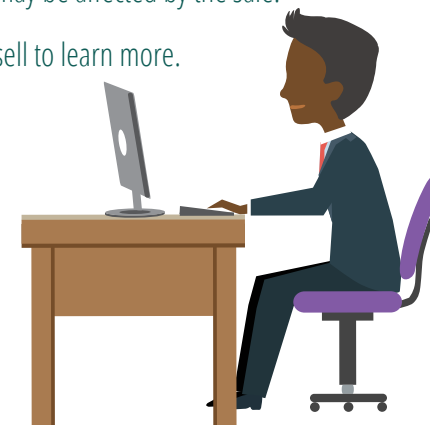
## Notice of Intent to Sell

Owners of properties with two or more rented units, with at least one unit rented at 80% AMI (average median income) must notify Seattle Office of Housing of their intent to sell at least 90 days before listing the building.

The City, in partnership with the Seattle Housing Authority and community providers, can use the notification information to evaluate properties and deploy a range of property preservation tools, including incentives and acquisition.

This also provides notice to tenants who may be affected by the sale.

Visit [www.seattle.gov/housing/intent-to-sell](http://www.seattle.gov/housing/intent-to-sell) to learn more.



## Pledges of Rent Assistance

If you are behind on rent and receive a 14-day notice to pay or vacate, your landlord must accept a written pledge of payment from a third party. A third party can be a church or a non-profit.



- The pledge must be in writing
- The pledge must be received before the 14-day notice expires
- The source must commit to paying the pledge within 5 days
- The source must not commit the landlord to anything other than providing information for payment
- The payment must be enough to allow you to become current on all costs on its own or in combination with other sources of income or subsidies



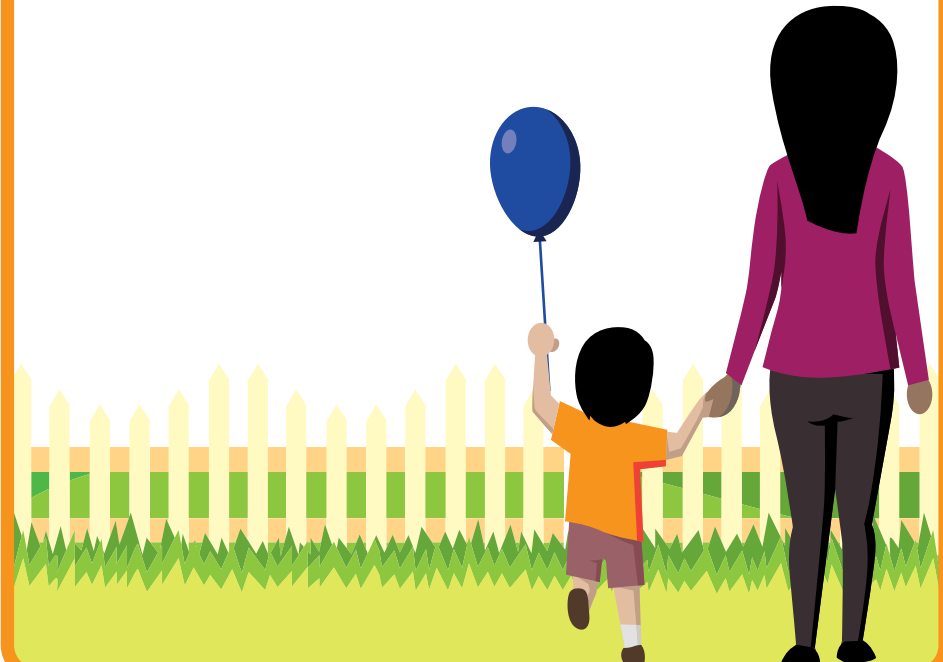
### Good to Know!

There are additional state laws that require landlords accept pledges of assistance even after a 14- day notice expires right up through the eviction court process. These protections are not enforced by the City. (See RCW 59.18.410)



## Domestic Violence Victim Protection

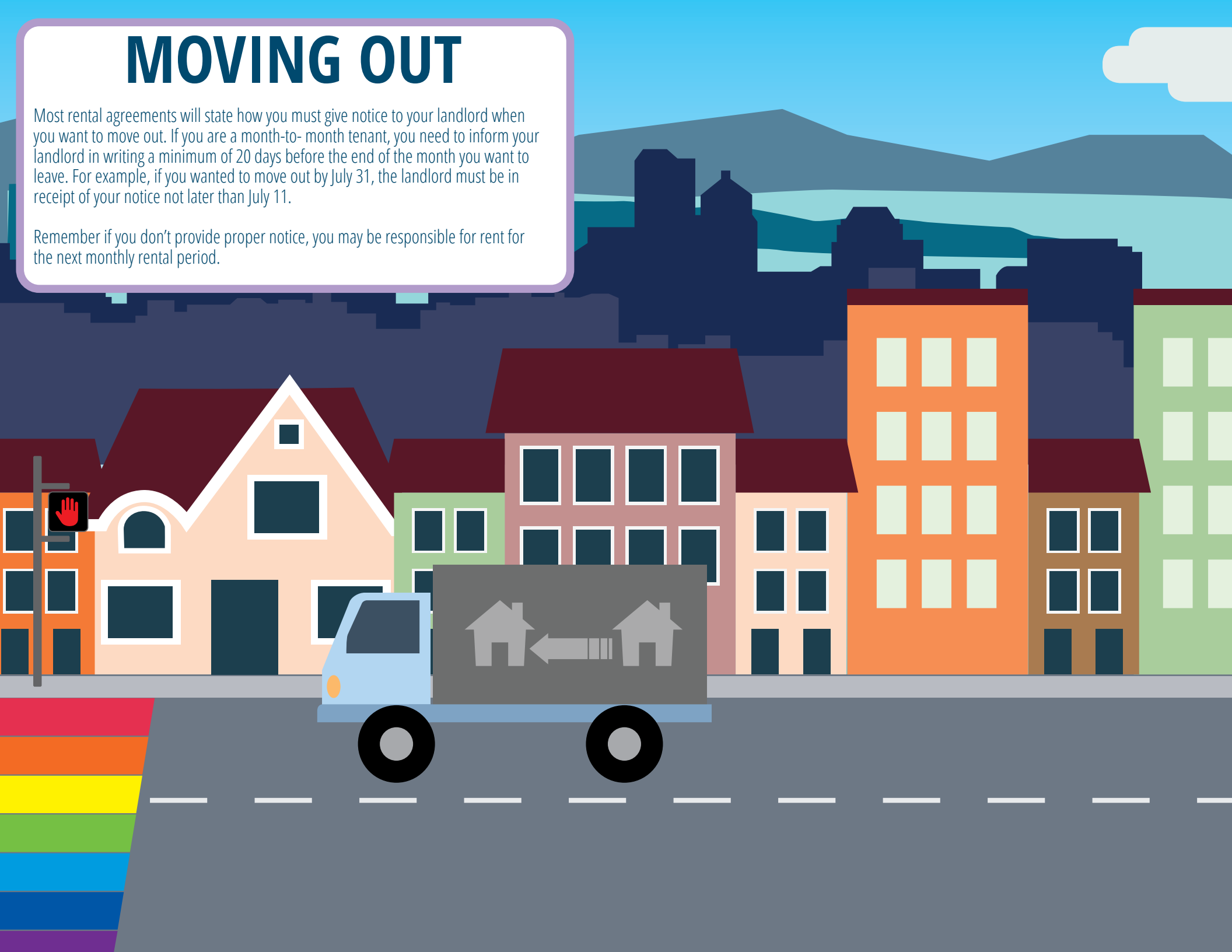
- Tenants experiencing domestic violence cannot be held liable for damages to their rental unit caused by their abuser.
- The tenant must provide documentation to the landlord that they or an occupant was a victim of domestic violence and the perpetrator caused the damage.
- The documentation must be signed by a qualified 3rd party - Seattle Police Department, Licensed mental health professionals, domestic violence program advocates, clergy, social service case managers.



# MOVING OUT

Most rental agreements will state how you must give notice to your landlord when you want to move out. If you are a month-to-month tenant, you need to inform your landlord in writing a minimum of 20 days before the end of the month you want to leave. For example, if you wanted to move out by July 31, the landlord must be in receipt of your notice not later than July 11.

Remember if you don't provide proper notice, you may be responsible for rent for the next monthly rental period.





## Ending the Rental Agreement

If your landlord unexpectedly issues you a notice to terminate your rental agreement, review it right away. Notices given in the City of Seattle must comply with City regulations. For help to review and to understand if it complies with city regulations, call the Renting in Seattle Helpline at (206) 684-5700.

- If you are a month-to-month tenant or you have a lease that automatically converts to a month-to-month agreement your landlord must give you a *just cause* reason to terminate your tenancy.
- If you have a terminating lease agreement, the landlord must make a reasonable renewal offer 60-90 days prior to the expiration date or give a just cause not to.

## Just Cause Eviction Ordinance

Seattle's *Just Cause Eviction Ordinance* prevents arbitrary eviction of renters. It requires landlords to have a legal reason or *just cause* if they want terminate to your month-to-month rental agreement or decline to renew your lease. Your landlord must give you a written notice commonly called a *Notice to Terminate Tenancy* and state the specific just cause. The amount of advance notice depends on the specific cause. Unless otherwise stated, a minimum of 20 days' notice before the end of the rental period is required. The following are the only just cause reasons your landlord can terminate your month by month rental agreement.

- Late rent: you receive a 14-day notice to pay or vacate and fail to comply.
- Habitual failure to pay rent on time. You receive 4 or more 14-day pay or vacate notices in the most recent 12-month period for late rent.
- Violation of your rental agreement: You receive a 10-day notice to comply with the rules of your rental agreement or vacate and you fail to comply.

- Habitual failure to comply with your rental agreement. You have received 3 or more 10-day notices to comply or vacate in the most recent 12-month period for failure to comply with the rules of your rental agreement.
- Your landlord or a member of their immediate family needs to move into your unit. This requires a 90-day notice. Your landlord can be required by the City to certify (sign a sworn declaration) if they use this just cause and you suspect they do not intend to occupy your unit or move a qualified family member in when you move out.
- Your landlord wants to sell the unit you rent. This requires a 90-day notice and only applies to single-family dwelling units, defined by City code as detached structures that contain one dwelling unit. If you live in a condo, apartment, duplex, triplex, or townhome, your landlord cannot use this as a just cause reason to end your rental agreement.
- Your occupancy of a unit depends on being employed on the property and your employment is terminated. This would typically apply to property managers who live on site.
- Your landlord rents a portion of their own home or an accessory dwelling unit to their own home and no longer wishes to share with you.
- Your landlord wants to substantially remodel your unit or the building where you live displacing you permanently. This requires your landlord to apply to the City for a relocation license which is approximately a 6-month process. The license requirements include giving you an information packet and paying you relocation assistance if your income is at or below 50% of the median income for King County. For more details, read the tenant relocation assistance webpage at [www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle).
- Your landlord wants to demolish the property where you live or change the use to non-residential. This requires a relocation license the same as displacement from a substantial remodel. See above.
- Your landlord wants to change the use of the building to non-residential. This requires a relocation license the same as displacement from a substantial remodel. See above.



- Your landlord wants to convert your unit to a condo or a co-op. These conversions require their own procedure under the *Condominium Conversion Ordinance and Co-operative Conversion Ordinance* SMC 22.903.030 and SMC 22.903.035.
- Your landlord receives a notice of violation for housing standards in a permitted accessory dwelling unit and wants to discontinue renting it. The landlord must pay you relocation assistance in the amount of \$2,000 or the equivalent of 2 months' rent two weeks before you move out.
- Your landlord receives a notice of violation for an unauthorized housing unit, commonly called an "illegal unit," and must discontinue renting your unit. The landlord must pay you relocation assistance of either \$2,000 or the equivalent of 2 months' rent 2 weeks before you move out.
- Your landlord must reduce the number of renters in a dwelling unit to comply with the legal limit. This requires a 30-day notice and payment of relocation assistance of \$2,000 or the equivalent of 2 months' rent 2 weeks prior to move out.
- Your landlord is issued an emergency order by the City to vacate and close your housing unit due to hazardous conditions. The notice requirement depends on the specific circumstances of the emergency, but it is always a very short period of time. You may get relocation assistance if the emergency condition is found to be the landlord's responsibility. Relocation assistance is adjusted for cost of living each year.
- Your landlord issues you a *3 Day Notice to Quit* for engaging in criminal activity on the property. The landlord must specify the crime and facts supporting the allegation in the notice of termination and provide a copy to the City.

### Good to Know!

Your just cause rights cannot be waived. Any rental agreement that attempts to do so is unenforceable.

It is a violation of the *Just Cause Eviction Ordinance* for a landlord to rely on a just cause reason to end a rental agreement and fail to follow through, whether that means not moving into the unit, not listing it for sale, etc. Fines and penalties will apply, and renters have the right to sue for \$2,000 in damages in Small Claims Court.

Notices to terminate a tenancy must include specific language (see pg 36) and information. If you receive a notice, contact the Renting in Seattle Helpline at (206) 684-5700 for help to determine if it is a proper notice.

## Defenses to eviction

### Winter Eviction

The winter eviction defense exists to protect vulnerable renters in Seattle from being made homeless during the coldest weather months. Between December 1st and March 1st moderate income households can rely on this defense to eviction except for the following:

- The landlord owns less than four rental units within the City of Seattle.
- The owner or a member of their immediate family needs to occupy the rental unit
- The owner wishes to sell the rental unit
- The City requires the owner to discontinue renting the unit (for various reasons). In some cases displaced tenants are paid relocation assistance is required to discontinue renting the unit by the City
- The owner issues a 3 Day Quit notice for criminal activity, nuisance/waste or for posing an imminent threat to healthy and safety and filed a copy with the City.

If you need help with rent or moving assistance call 2-1-1 for a comprehensive referral list to agencies with funds and other resources.

### School Year Eviction

If your household has students (daycare - high school), educators, or educational support staff, you may raise this as a defense to eviction during the Seattle School District calendar year. The following exceptions apply:

- The owner or their immediate family needs to occupy the rental unit
- The City requires the owner to discontinue renting the unit for various reasons (in some cases displaced tenants are paid relocation assistance)
- The City requires an owner to reduce the number of tenants in a unit.
- The owner issues a 3 Day Quit notice for criminal activity, nuisance/waste or for posing an imminent threat to healthy and safety

### Covid-19 related economic hardship

- \* During the first six months following the end of the moratorium
- \* Experienced during the Civil Emergency period

### Other Eviction Defenses

Exist in City code typically due to some failure by the landlord, such as failure to register the rental property, or failure to certify a just cause termination, as examples.





### Unlawful Detainer Eviction

An eviction, or unlawful detainer, is the legal process a landlord must follow to ask a court to restore their possessory right to a rental unit. It is illegal for a landlord to attempt to evict a tenant without going through the unlawful detainer process. Actions like changing the locks, removing tenant's belongings, or disconnecting utilities are all strictly prohibited.

Before the court process can begin, the landlord must first give you a notice. The notice may attempt to end your rental agreement for just cause, collect late rent, or enforce the rules of your rental agreement. See types of notices on pg.36. If you fail to comply with a valid notice, the landlord can then proceed with an with an unlawful detainer lawsuit which asks the court to restore possession of the rental unit to the owner.

The landlord must attempt to serve you a court document called summons and complaint that explains the just cause reason or reasons they have to evict you. Often it will ask for legal costs in addition to the eviction order..

It is extremely important that you seek advice from a qualified attorney immediately after receiving a summons and complaint. The document will contain a deadline for your response. If you do not respond by that deadline, you could be evicted by default.

The City partners with the Housing Justice Project to provide a right to counsel for any tenant household being evicted that can't afford an attorney.

To access your right to counsel, you can contact HJP in four different ways: Complete an online form on [www.kcba.org](http://www.kcba.org) to request legal assistance. Call (206) 267-7069 to leave a message. Email [hjpstaff@kcba.org](mailto:hjpstaff@kcba.org). Visit our walk-in legal clinics at the King County Courthouse in Seattle.

### Return of Your Security Deposit

When you move out, you must return the rental unit to the same condition as when you rented, except for reasonable wear and tear. Reasonable wear and tear naturally occurs over time through normal usage. Examples are paint fading, scuff marks on linoleum, wear patterns on carpet, etc. Damage, on the other hand, generally occurs suddenly and as a result of negligence, misuse, or by accident. Examples are holes in the wall, broken windows, or burn marks on surfaces.

Your landlord must use the checklist you both signed at the time you moved in to determine if you are responsible for damage to the unit. The landlord is not required to do an exit walk-through with you, but you can ask for one if you think it's useful. It's always a good idea to take pictures of the unit to document the condition you returned it in, including cleanliness. If your landlord charged you for cleaning when you moved in, you cannot be charged for cleaning at move out. If you owe outstanding utility charges, your deposit may be used to cover those.

1. Your landlord has 21 days from your move-out to return your deposit and /or provide you with a statement specifying the basis for retaining any portion of your deposit. Be sure to return all keys to clearly signal that you are restoring possession to the owner.
2. If the landlord needs additional time to get quotes for repair or for a final utility bill to arrive, they must notify you within the 21-day period.
3. Your landlord must consider depreciated value when calculating deductions for damage. For example, the age, condition and useful life remaining of flooring, appliances etc. must be factored into assessing charges for damage.
4. It's your responsibility to provide your landlord a correct mailing address for your deposit refund. If you don't, the landlord must use your last known mailing address.



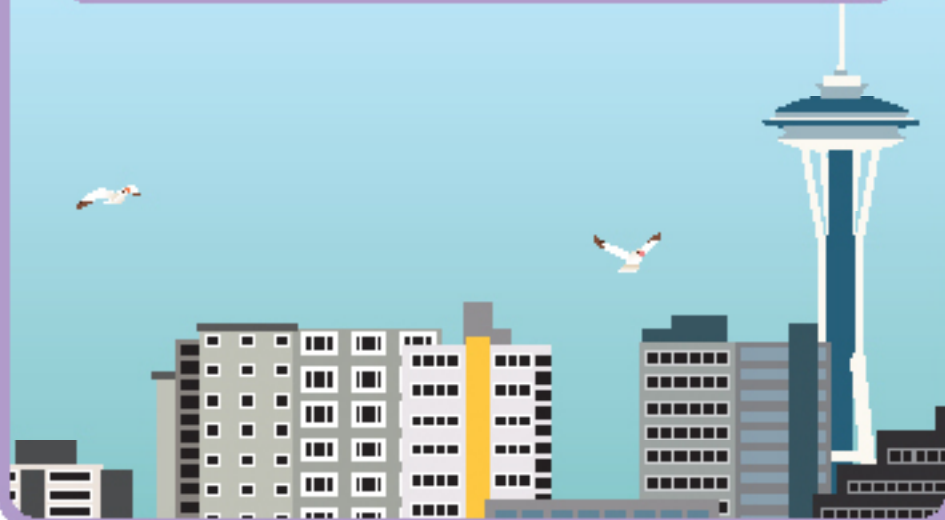
## Final Thoughts

Our homes are fundamental to our sense of security and quality of life. Regulations and fair housing laws exist to protect your right to a safe and healthy environment where you are entitled to the quiet enjoyment of your home.

Having a positive business-like relationship with your landlord contributes to the stability of your rental agreement. Sometimes when conflicts arise, you may have reason to seek information, guidance and even intervention. The Renting in Seattle Helpline (206) 684-5700 is your valuable resource for help whether you are just looking for information or you are ready to make a complaint.

The City protects your ability to exercise your renter rights. Your landlord cannot prevent you from communicating and organizing with other tenants in your building, distributing leaflets or holding meetings. Retaliation by your landlord for exercising your housing rights is strictly prohibited and could result in fines, penalties and/or investigation.

We hope this Renter's Handbook is a useful reference tool. Being informed about your rights and responsibilities is important for the success of your renting experience. Everyone deserves a happy and healthy home.



# Index



## A

- Accessibility 18**
- Adverse Action 14**
- Advertising 13**
- Affordable Housing 6**
- Application**

- Adding Roommates 34
- Fair Chance Housing 12
- First in Time 16
- Get Ready To Rent 14
- Holding Deposit 18
- Income to Rent Ratio 17
- Rental Housing Ads 11
- Service Animals 19

## Asbestos 9

## B

### Background Check

- Fair Chance Housing 12
- Screening Report 14, 24

## C

### Carbon Monoxide Detectors

- Landlord/Tenant Duties 32
- Minimum Standards 9

### Checklist

- Deposit Return 51
- Move-in 21

## Cleaning

- Deposit Return 51
- Move-In Charges 24

- Common Areas 32**
- Criminal History 12, 13**

## D

### Disability

- Accessibility 18
- Service Animals 19
- Source of income protection 11–12

### Displacement 47

## E

### Eviction

- Just Cause 41, 46–49
- Unlawful Detainer Eviction 50
- Winter Eviction 49

## F

### Fair Housing

- Discrimination 11
- Service Animals 19

### Fees

- First in Time 16
- Late Fees 28, 40
- Move-In 24–25

## **G**

### **Garbage**

- Billing 26–29
- Landlord/Tenant Duties 32

## **H**

### **Holding Deposit 18**

### **Housing and Building Maintenance Code 8**

### **Housing Choice Voucher**

- Discrimination 11
- Seattle Housing Authority 6
- Source of Income Protections 12

### **Housing Cost Increase 37, 38**

## **I**

### **Income to Rent Ratio**

- Calculation 17
- Source of Income Protections 12

### **Installment Payments 25**

## **L**

### **Landlord Duties 32**

### **Lead Paint 9**

### **Lease. See Rental Agreement**

## **M**

### **Minimum Standards 8–9**

### **Month-to-Month**

- Just Cause Eviction 46–49
- Moving out 44
- Notice From Your Landlord 37–41
- Types of Rental Agreements 23

### **Move-In Charges**

- Adding Roommates 34
- Installment Payments 25
- Limits 24

## **N**

### **Notice 36, 44**

- Changes to the Terms of Your Rental Agreement 38
- Comply or Vacate 40 from Your Landlord 36
- Housing Cost Increase 37
- Intent to Enter 38
- Intent to Sell 41
- Notice to Terminate Tenancy 46
- Pay or Vacate 40, 42
- Quit for Waste or Nuisance 41
- Terminate Tenancy for Just Cause 41

## **O**

### **Occupancy**

- Adding Roommates 34–35
- Minimum Standards 10

## **P**

### **Pests 32**

### **Pet Deposit 24–25**

### **Puget Sound Energy 27**

## **R**

### **Reasonable Accommodation 18**

### **Reasonable Accommodations**

- Accessibility 18
- Rental Housing Ads 11
- Service Animals 19

## **Receipt**

- Holding Deposit to Secure Occupancy 18
- Landlord/Tenant Duties 32

## **Rental Agreement**

- First in Time 16
- Holding Deposit 18
- Just Cause 46–49
- Landlord/Tenant Duties 32–34
- Moving In 21
- Notices From Your Landlord 37–41
- Types of 23–24
- Unlawful Detainer 50
- Utility Billing 26–27

## **Rental Registration**

- Housing Cost Increase 37
- Requirements 10

## **Repairs**

- Landlord/Tenant Duties 32
- Notice to Enter 38

## **Rights 36**

- Tenant Organizing 52
- To Legal Counsel 36

## **S**

## **Screening**

- Adding Roommates 34
- Fees 24
- First in Time 16
- Holding Deposit 18
- Report 11–14

## **Seattle City Light 26**

## **Seattle Housing Authority (SHA)**

- Affordable Housing 6
- Is the Unit Registered? 10

## **Seattle Public Utilities 26**

## **Security Deposit**

- Holding Deposit 18
- Installment Payments 25
- Move-In Charges 24
- Return 51
- The Move-in Checklist 21

## **Service Animals 19**

## **Smoke Detectors**

- Landlord/Tenant Duties 32
- Minimum Standards 9

## **Source of Income Protections 12**

## **T**

## **Third Party Billing 27–28**

## **U**

## **Utilities 26–29**

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