



# Renting in Burien Handbook

A Guide for Landlords and Tenants

## Welcome to the *Renting in Burien Handbook!*

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

Landlords of Burien residential rental properties are required to provide this handbook to tenants.

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

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## Here's what you'll find in this handbook:

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## Burien's Rental Housing Policy Summary (BMC 5.63)

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### Distribution of Information (BMC 5.63.030)

To help tenants make informed rental housing decisions, BMC 5.63.030 requires landlords to provide tenants with information at three different phases of the rental process:

- At the time of application, the landlord must provide the tenant with their written rental criteria and the website address for the Washington Secretary of State to register to vote or change the address if already registered to vote ([sos.wa.gov](https://sos.wa.gov)).
- When a rental agreement/lease is offered (new or renewal), the landlord must provide the tenant with a copy of this [Renting in Burien Handbook](#). The initial distribution of information must be in written form and landlords must obtain the tenant's signature documenting receipt of the Handbook.
- If the landlord served 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 handbook or [burienwa.gov/renting](https://burienwa.gov/renting).

### Security Deposits (BMC 5.63.040 (6) and (7))

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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## Installment Payments Permitted (BMC 5.63.040)

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. 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.

All installment schedules 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 (BMC 5.63.090)

- Any fees for late payments shall not exceed \$10.00 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 \$10.00 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."

Need assistance?

Visit [burienwa.gov/renting](http://burienwa.gov/renting) or call (206) 241-4647

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## **Rent Increases** (BMC 5.63.100)

- 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.
- 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.

## **Due Date Adjustments** (BMC 5.63.110)

If the tenant has a regular primary source of income, monthly source of governmental assistance, or fixed income source (e.g. Social Security) that the tenant receives on a date of the month that is incongruent with paying rent on the date otherwise specified in the rental agreement.

## **Social Security Numbers** (BMC 5.63.120)

Landlords shall not require a social security number to be provided. Alternative proof of financial eligibility must be accepted.

## **Notice of Proposed Sale of Low-income Housing** (BMC 5.63.060)

Owners of a multi-family rental housing building with five or more housing units that rent for an amount that is affordable to households at or below 80 percent of area median income must notify Burien of their intent to sell the building at least 60 calendar days before the building is listed with any real estate service or advertised for sale.

## **Just Cause Eviction** (BMC 5.63.070)

Landlords must have just cause to evict, attempt to evict, or otherwise terminate a tenancy. Landlords may not evict residential tenants if the rental housing unit is not licensed with the City of Burien or if the required Rental Housing Inspection is not completed as required in Chapter 5.62 BMC, regardless of whether just cause for eviction exists. The just cause reasons for terminating a tenancy in Burien are summarized as follows:

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- a) 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 (BMC 5.63.070(1)(a)).
- b) A landlord has to send late rent payment notices at least four times in 12 months. (BMC 5.63.070(1)(b)).
- c) A tenant breaches material rental duties or obligations and fails comply with a 10-day notice to comply or vacate (BMC 5.63.070(1)(c)).
- d) A tenant habitually fails to comply with the material terms of the rental agreement and receives at least three 10-day notices in a 12 month period (BMC 5.63.070(1)(d)).
- e) 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 (BMC 5.63.070(1)(e)).
- f) An owner wants to sell the dwelling unit (BMC 5.63.070(1)(f)).
- g) A tenant only lived there due to -terminated employment on the property (BMC 5.63.070(1)(g)).
- h) An owner plans substantial rehabilitation in the building (BMC 5.63.070(1)(h)).
- i) An owner elects to demolish the building or convert the use of the building (BMC 5.63.070(1)(i)).
- j) An owner seeks to discontinue the use of a housing unit unauthorized by BMC Title 19 (BMC 5.63.070(1)(j)).
- k) An owner seeks to reduce the number of tenants in the unit to comply with occupancy limits under BMC Title 15 (BMC 5.63.070(1)(k)).
- l) An emergency order requires the unit to be vacated and closed (BMC 5.63.070(1)(l)).
- m) An owner seeks to discontinue sharing the owner's housing unit with a tenant (BMC 5.63.070(1)(m)).
- n) Criminal activity is occurring on or near the property by or with the tenant's consent (BMC 5.63.070(1)(n)).

RCW 59.18.650 provides additional provisions which are not included in Burien'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.

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## Housing Ombudsperson (BMC 5.63.130)

A Housing Ombudsperson position was established to assist landlords and tenants with rental housing disputes. The position has not been budgeted by Council as of November 2022.

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

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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.

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## **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). State also protects for creed, marital status, military/veteran status, sexual orientation, and source of income.

## **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 attorneys fees, agreement to a particular arbitrator, and charging late fees when rent is paid within five (5) calendar days of the due date.

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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.

## 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.

## 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.

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## **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 has to 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));

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- 72 hours for the repair of refrigerator, stove, oven, or a major plumbing fixture supplied by the landlord. (RCW 59.18.070 (2));
- 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.

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## 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.

- **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.

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## 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 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.

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

Abandonment occurs when a tenant defaults in 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.

## **Burien Building and Property Maintenance Code**

### **Summary** (BMC 15.40)

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The City of Burien Building and Property Maintenance Code (BMC 15.40) applies to all existing residential and nonresidential structures and all existing premises and represents 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 BMC 15.40 may be viewed on the City of Burien’s website at [codepublishing.com/wa/burien](http://codepublishing.com/wa/burien).



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## Resources

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### Landlord-Tenant Resources

#### Washington State 2-1-1

Clearinghouse for all community resources, including rental assistance and low-income housing.

☎ 2-1-1 or (206) 461-3200 or (800) 621-4636

☎ (206) 461-3610 (TTY/hearing impaired calls)

🌐 [wa211.org](http://wa211.org)

#### Tenants Union of Washington State

Tenant counselors offer free counseling services to assist people with questions about landlord-tenant laws and discuss strategies to prevent housing loss.

☎ (206) 723-0500

🌐 [tenantsunion.org](http://tenantsunion.org)

#### Solid Ground

Housing counseling services to help families and individuals maintain permanent and reliable rental housing.

☎ (206) 694-6767

🌐 [solid-ground.org/get-help/housing/for-tenants](http://solid-ground.org/get-help/housing/for-tenants)

#### Attorney General Manufactured Housing Dispute Resolution

Assistance for owners of manufactured and mobile homes and manufactured housing to resolve disputes with landlords.

☎ (866) 924-6458

🌐 [atg.wa.gov/manufactured-housing-dispute-resolution-program](http://atg.wa.gov/manufactured-housing-dispute-resolution-program)

#### King County Dispute Resolution Center

Trained mediators can assist tenants and landlords in resolving conflicts.

☎ (206) 443-9603

🌐 [kcdrc.org](http://kcdrc.org)

✉ [DRCinfo@kcdrc.org](mailto:DRCinfo@kcdrc.org)

#### City of Burien Code Compliance

Investigates Burien code compliance violations. A tenant must first try to resolve issues following procedures in Washington State Residential Landlord-Tenant Act (RLTA) (RCW 59.18).

☎ (206) 241-4647

🌐 [burienwa.gov/reportissue](http://burienwa.gov/reportissue)

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## Legal Resources

### Washington LawHelp

Online legal education materials and tools that provide basic information on a variety of legal problems, including detailed packets and forms.

🔗 [washingtonlawhelp.org](http://washingtonlawhelp.org)

### Housing Justice Project

King County Bar Association's free legal assistance to renters facing eviction in King County.

📞 (206) 267-7090

🔗 [kcba.org/For-the-Public/Free-Legal-Assistance/Housing-Justice-Project](http://kcba.org/For-the-Public/Free-Legal-Assistance/Housing-Justice-Project)

### Tenant Law Center

Catholic Community Center's free legal assistance to qualifying low-income persons in King County facing eviction or subsidy termination.

📞 (206) 324-6890

🔗 [ccsww.org/get-help/specialized-services/tenant-law-center](http://ccsww.org/get-help/specialized-services/tenant-law-center)

### Neighborhood Legal Clinics

King County Bar Association's free 30-minute legal consultations at various locations across King County.

📞 Intake: (206) 267-7070

🔗 [kcba.org/For-the-Public/Free-Legal-Assistance/Neighborhood-Legal-Clinics](http://kcba.org/For-the-Public/Free-Legal-Assistance/Neighborhood-Legal-Clinics)

### CLEAR Line Legal Help

Northwest Justice Project's free legal assistance for Washington state's low-income residents.

📞 (888) 201-1014

🔗 [nwjustice.org/clear-hotline](http://nwjustice.org/clear-hotline)

## Fair Housing Resources

### Washington State Human Rights Commission

Enforces the law against discrimination and investigates complaints regarding civil rights violations.

📞 (800) 233-3247

🔗 [hum.wa.gov](http://hum.wa.gov)

### Fair Housing Center of Washington

Provides support and education for renters filing discrimination complaints or requesting reasonable accommodations from their landlords.

📞 (253) 274-9523

🔗 [fhcWASHINGTON.org](http://fhcWASHINGTON.org)

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## Financial Assistance

### Washington State 2-1-1

Clearinghouse for all community resources, including rental and emergency assistance. Monday – Friday, 8 a.m. – 6 p.m.

☎ 2-1-1 or (206) 461-3200 or (800) 621-4636

☎ (206) 461-3610 (TTY/hearing impaired calls)

🌐 [wa211.org](http://wa211.org)

### Multi-Service Center

Provides emergency funding and assistance to Burien residents.

☎ (253) 893-0024 – rental assistance

☎ (253) 517-2263 – energy assistance

🌐 [mschelps.org](http://mschelps.org)

### King County Housing Authority

Provides rental housing and rental assistance programs, such as Section 8 vouchers, for low-income households.

☎ (206) 574-1100

🌐 [kcha.org](http://kcha.org)

### Catholic Community Services

Provides emergency funding and assistance to Burien residents.

☎ Intake: (253) 850-2523 Fridays 10am – Noon

🌐 [ccsww.org](http://ccsww.org)

### St. Vincent de Paul

Provides rent assistance to Burien residents.

☎ (206) 767-6449

🌐 [svdpseattle.org](http://svdpseattle.org)

### Burien Utility Tax Relief Program for Low-Income Households

Provides annual relief to City's utility tax on residential garbage, cable TV, phone (not cellular), Puget Sound Energy gas/electric, water, and sewer.

☎ (206) 241-4647

🌐 [burienwa.gov](http://burienwa.gov)

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## Register to Vote

### Washington State Secretary of State, Elections

☎ (800) 448-4881

🌐 [sos.wa.gov/elections/voters](http://sos.wa.gov/elections/voters)

✉ [elections@sos.wa.gov](mailto:elections@sos.wa.gov)

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