

Washington Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Washington Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”). Landlord and Tenant intend that this Agreement is a lease for a specified time. **[Note: Per RCW 59.04.010, if the Agreement Term is more than one year, the execution of this Agreement must be acknowledged (i.e. notarized).]**
5. **PAYMENT OF RENT.**
 - A. **Amount.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent.
 - B. **Due Date.** Rent is due on the first business day of the month (“Due Date”). Per RCW 59.18.170, Tenant may propose that the Due Date be altered to a different date of the month. Landlord shall agree to such a proposal if it is submitted in writing and Tenant can demonstrate that Tenant's primary source of income is a regular, monthly source of governmental assistance that is not received until after the Due Date. The proposed rent due date may not be more than five days after the Due Date.
 - C. **Electronic Payment.** If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per RCW 59.18.230(g), this Agreement may not require payments through electronic means only.
 - D. **Cash; Receipt.** Per RCW 59.18.063, Landlord must accept a personal check, cashier's check, or money order for any payment of rent made

by Tenant, except that Landlord is not required to accept a personal check from Tenant that has had a personal check written to Landlord or Landlord's agent that has been returned for nonsufficient funds or account closure within the previous nine months. Landlord must also allow for Tenant to submit a rental payment by mail unless Landlord provides an accessible, on-site location. Landlord may refuse to accept cash for any payment of rent made by Tenant, but shall provide a receipt for any payment made by Tenant in the form of cash when Landlord accepts cash. Landlord shall provide, upon the request of Tenant, a written receipt for any payments made by Tenant in a form other than cash.

E. Application of Payments. Per RCW 59.18.283:

- i. Landlord must first apply any payment made by Tenant toward rent before applying any payment toward late payments, damages, legal costs, or other fees, including attorneys' fees.
- ii. Except as provided in RCW 59.18.410, Tenant's right to possession of the Premises may not be conditioned on Tenant's payment or satisfaction of any monetary amount other than rent. However, this does not foreclose Landlord from pursuing other lawful remedies to collect late payments, legal costs, or other fees, including attorneys' fees.
- iii. When, at the commencement of the tenancy, Landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of Tenant's obligations and Tenant defaults in payment, Landlord may treat the default in payment as rent owing.

6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full within five days of the Due Date, Tenant shall pay Landlord a late charge of $\{\text{Late_Fee}\}$. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of $\{\text{NSF_Fee}\}$. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from $\{\text{StartDate}\}$ through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of $\{\text{ProratedRent}\}$.

8. **SECURITY DEPOSIT.**

A. **Amount.** Tenant shall deposit with Landlord the amount of $\{\text{SecurityDeposit}\}$ as a security deposit against any breach of this Agreement by Tenant.

B. **Installments.** Per RCW 59.18.610:

- i. Legal Right. Upon receipt of Tenant's written request, Landlord must permit Tenant to pay any deposits, nonrefundable fees, and last month's rent in installments. Landlord is not required to

permit Tenant to pay in installments if the total amount of the deposits and nonrefundable fees do not exceed 25 percent of the first full month's rent and payment of the last month's rent is not required at the inception of the tenancy.

- ii. Two or Three Equal Payments. In all cases where the Premises is rented for a specified time that is three months or longer, Tenant may elect to pay any deposits, nonrefundable fees, and last month's rent in three consecutive and equal monthly installments, beginning at the inception of the tenancy. In all other cases, Tenant may elect to pay any deposits, nonrefundable fees, and last month's rent in two consecutive and equal monthly installments, beginning at the inception of the tenancy.
 - iii. No Fees. Landlord may not impose any fee, charge any interest, or otherwise impose a cost on Tenant because Tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing and signed by Landlord and Tenant.
- C. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
- D. **Written Checklist Required.** Per RCW 59.18.260, Landlord may not collect a security deposit from Tenant unless Landlord provides a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the Premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances. The checklist shall be signed and dated by Landlord and Tenant, and Tenant shall be provided with a copy of the signed checklist.
- E. **Trust Account For Security Deposit.** Per RCW 59.18.270, Landlord shall promptly deposit any security deposit paid by Tenant into a trust account, maintained by Landlord for the purpose of holding such security deposits for tenants of Landlord, in a financial institution as defined by RCW 30.22.041, or licensed escrow agent located in Washington. Landlord shall provide Tenant with a written receipt for the deposit and shall provide written notice of the name and address and location of the depository and any subsequent change thereof.
- F. **Return Of Security Deposit.** Per RCW 59.18.280(1):
- i. Within **30 days** after the termination of this Agreement and vacation of the Premises or, if Tenant abandons the Premises (as defined in RCW 59.18.310), within **30 days** after Landlord learns of the abandonment, Landlord shall give a full and

specific statement of the basis for retaining any of the deposit, and any documentation required by (ii) of this subsection, together with the payment of any refund due Tenant. Landlord complies with this subsection if these are delivered to Tenant personally or deposited in the United States mail properly addressed to Tenant's last known address with first-class postage prepaid within the **30 days**.

- ii. With the statement required by (i) of this subsection, Landlord shall include copies of estimates received or invoices paid to reasonably substantiate damage charges. Where repairs are performed by Landlord or Landlord's employee, if a deduction is made for materials or supplies, Landlord shall provide a copy of the bill, invoice, or receipt. Landlord may document the cost of materials or supplies already in Landlord's possession or purchased on an ongoing basis by providing a copy of a bill, invoice, receipt, vendor price list, or other vendor document that reasonably documents the cost of the item used in the repair or cleaning of the unit. Where repairs are performed by Landlord or Landlord's employee, Landlord shall include a statement of the time spent performing repairs and the reasonable hourly rate charged.
- iii. No portion of any deposit may be withheld:
 - a. For wear resulting from ordinary use of the premises;
 - b. For carpet cleaning unless Landlord documents wear to the carpet that is beyond wear resulting from ordinary use of the premises;
 - c. For the costs of repair and replacement of fixtures, equipment, appliances, and furnishings if their condition was not reasonably documented in the written checklist required under RCW 59.18.260; or
 - d. In excess of the cost of repair or replacement of the damaged portion in situations in which the premises, including fixtures, equipment, appliances, and furnishings, are damaged in excess of wear resulting from ordinary use of the premises but the damage does not encompass the item's entirety.
- iv. Per RCW 59.18.030(39), "Wear resulting from ordinary use of the premises" means deterioration that results from the intended use of a dwelling unit, including breakage or malfunction due to age or deteriorated condition. Such wear does not include deterioration that results from negligence, carelessness, accident, or abuse of the premises, fixtures, equipment, appliances, or furnishings by the tenant, immediate family member, occupant, or guest.

G. Failure To Return Security Deposit. Per RCW 59.18.280(2), if Landlord fails to give the statement and any documentation required

by subsection (F) of this section together with any refund due Tenant within the time limits specified in subsection (F) of this section Landlord shall be liable to Tenant for the full amount of the deposit. Landlord is also barred in any action brought by Tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless Landlord shows that circumstances beyond Landlord's control prevented Landlord from providing the statement and any documentation within the 30 days or that Tenant abandoned the Premises as defined in RCW 59.18.310. The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of Landlord to give the statement, documentation, or refund due unless Landlord shows that circumstances beyond Landlord's control prevented Landlord from providing the statement and any such documentation within 30 days or that Tenant abandoned the Premises as described in RCW 59.18.310. In any action brought by Tenant to recover the deposit, the prevailing party shall additionally be entitled to the cost of suit or arbitration including a reasonable attorneys' fee.

H. **Remedies.** Per RCW 59.18.280(3):

- i. Nothing shall preclude Landlord from proceeding against, and Landlord shall have the right to proceed against Tenant to recover sums exceeding the amount of Tenant's damage or security deposit for damage to the property for which Tenant is responsible together with reasonable attorneys' fees. However, if Landlord seeks reimbursement for damages from Landlord mitigation program pursuant to RCW 43.31.605(1)(d), Landlord is prohibited from retaining any portion of Tenant's damage or security deposit or proceeding against Tenant who terminates under RCW 59.18.575 to recover sums exceeding the amount of Tenant's damage or security deposit for damage to the property.
- ii. Damages for wear resulting from ordinary use of the Premises or not substantiated by documentation equivalent to that required in subsection (F) of this section may not be charged to Tenant, reported to any consumer reporting agency, tenant screening service, or prospective landlord, or submitted for collection by any third-party agency.
- iii. For tenancies with rental agreements initiated on or after the effective date of RCW 59.18.280(3), any lawsuit filed against Tenant to recover sums exceeding the amount of the deposit shall be commenced within three years of the termination of the rental agreement or Tenant's abandonment of the Premises.

- I. **Checklist.** Per RCW 59.18.280(r): The requirements with respect to checklists and documentation that are set forth in RCW 59.18.260 and this section do not apply to situations in which part or all of a security deposit is withheld by Landlord for reasons unrelated to damages to the Premises, fixtures, equipment, appliances, and furnishings, such as for rent or other charges owing.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the “Keys”). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service. If Tenant obtains a court order granting Tenant possession of a dwelling unit to the exclusion of one or more cotenants, Tenant may request that a lock be replaced or configured for a new key at Tenant's expense, per RCW 59.18.585.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. Per RCW 59.18.300, Landlord shall not intentionally cause termination of Tenant's utility services, including water, heat, electricity, or gas, except for an interruption of utility services for a reasonable time in order to make necessary repairs.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods per RCW 59.18.200:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **20 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **20 days'** written notice to Landlord, **except** if Tenant or Tenant's spouse or dependent is a member of the armed forces (including the national guard and armed forces reserves), Tenant may terminate this Agreement with less than 20 days' written notice if Tenant receives permanent change of station or deployment orders that do not allow a 20 day written notice.

- C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of $\{\text{MonthlyRent}\}$** under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as a result of Tenant's holdover.
14. **RENT CHANGES; NOTICE; STATUS.** Landlord may not change the rental amount during the Agreement Term. Except for the items below, Landlord may change agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant 30 days prior to the end of the Agreement Term.
- A. **Rent.** Per RCW 59.18.140(3)(a), Landlord shall provide a minimum of **60 days'** prior written notice of an increase in the amount of rent to each affected Tenant, and any increase in the amount of rent may not become effective prior to the completion of the Agreement Term.
- B. **Other Notices.** Per RCW 59.18.200:
- i. Children. If Landlord plans to change to a policy of excluding children, Landlord shall give a written notice to Tenant at least 90 days before termination of the tenancy to effectuate such change in policy.
 - ii. Condominium. If Landlord plans to change any apartment or apartments to a condominium form of ownership, Landlord shall provide a written notice to Tenant at least 120 days before termination of the tenancy, in compliance with RCW 64.34.440(1), to effectuate such change.
 - iii. Demolition. If Landlord plans to demolish or substantially rehabilitate the Premises or plans a change of use of the Premises, Landlord shall provide a written notice to Tenant at least 120 days before termination of the tenancy. This does not apply to jurisdictions that have created a relocation assistance program under RCW 59.18.440 and otherwise provide 120 days' notice.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** No duty shall devolve upon Landlord to repair a defective condition under this section, nor shall any defense or remedy be available to Tenant under RCW 59.18.060, where the defective condition complained of was caused by the conduct of such Tenant, his or her family, invitee, or other person acting under his or her control, or where Tenant unreasonably fails to allow Landlord access to the Premises for purposes of repair. When the duty imposed by subsection (i) of this section is incompatible with and greater than the duty imposed by any other provisions of this section, Landlord's duty shall be determined pursuant to subsection (i) of this section. Per RCW 59.18.060, Landlord shall at all times keep the Premises fit for human habitation, and shall in particular:

- i. maintain the Premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which the legislative body enacting the applicable code, statute, ordinance or regulation could enforce as to the Premises rented if such condition endangers or impairs the health or safety of Tenant;;
- ii. maintain the structural components including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable;
- iii. keep any shared or common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident;
- iv. provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy;
- v. except where the condition is attributable to normal wear and tear, make repairs and arrangements necessary to put and keep the Premises in as good condition as it by law or rental agreement should have been, at the commencement of the tenancy;
- vi. provide reasonably adequate locks and furnish keys to Tenant;
- vii. maintain and safeguard with reasonable care any master key or duplicate keys to the Premises;
- viii. maintain all electrical, plumbing, heating, and other facilities and appliances supplied by Landlord in reasonably good working order;

- ix. maintain the Premises in reasonably weathertight condition;
- x. except in the case of a single-family residence, provide and maintain appropriate receptacles in common areas for the removal of ashes, rubbish, and garbage, incidental to the occupancy and arrange for the reasonable and regular removal of such waste;
- xi. provide facilities adequate to supply heat and water and hot water as reasonably required by Tenant;
 - a. Landlord may not effect an involuntary termination of electric utility or water service due to lack of payment to Tenant on any day for which the national weather service has issued or has announced that it intends to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert, for the area in which Tenant's address is located.
 - b.
 - I. Tenant at whose dwelling electric or water utility service has been disconnected for lack of payment may request that Landlord reconnect service on any day for which the national weather service has issued or has announced that it intends to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert, for the area in which Tenant's address is located. Landlord shall inform Tenant in the notice of disconnection of the ability to seek reconnection and provide clear and specific information on how to make that request, including how to contact Landlord.
 - II. Upon receipt of a request made pursuant to (b)(I) of this subsection, Landlord shall promptly make a reasonable attempt to reconnect service to the dwelling. Landlord, in connection with a request made pursuant to (b)(I) of this subsection, may require the Tenant to enter into a payment plan prior to reconnecting service to the dwelling. If Landlord requires the Tenant to enter into a repayment plan, the repayment plan must comply with (c) of this subsection.
 - c. A repayment plan required by Landlord pursuant to (b)(I) of this subsection will be designed both to pay the past due bill by the following May 15th, or as soon as possible after May 15th if needed to maintain monthly payments that are no greater than six percent of the Tenant's monthly income, and to pay for continued utility

service. The plan may not require monthly payments in excess of six percent of the Tenant's monthly income. Tenant may agree to pay a higher percentage during this period, but will not be in default unless payment during this period is less than six percent of the Tenant's monthly income. If assistance payments are received by the Tenant subsequent to implementation of the plan, the Tenant shall contact Landlord to reformulate the plan.

xii.

- a. provide a written notice to Tenant disclosing fire safety and protection information. Landlord or Landlord's authorized agent must provide a written notice to Tenant that the dwelling unit is equipped with a smoke detection device as required in RCW 43.44.110. The notice shall inform Tenant of Tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW 43.44.110(3). The notice must be signed by Landlord or Landlord's authorized agent and Tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:
 - I. whether the smoke detection device is hard-wired or battery operated;
 - II. whether the building has a fire sprinkler system;
 - III. whether the building has a fire alarm system;
 - IV. whether the building has a smoking policy, and what that policy is;
 - V. whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;
 - VI. whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and
 - VII. whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.
- b. The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.

- c. The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;
- xiii. provide Tenant with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the Premises. The information must detail how Tenant can control mold growth in the Premises to minimize the health risks associated with indoor mold. Landlord may obtain the information from the department's website or, if requested by Landlord, the department must mail the information to Landlord in a printed format. The information must be provided by Landlord to new tenant at the time the lease or rental agreement is signed;
- xiv. Landlord and Landlord's agents and employees are immune from civil liability for failure to comply with subsection xiii of this section except where Landlord and his or her agents and employees knowingly and intentionally do not comply with subsection xiii of this section; and
- xv. designate to Tenant the name and address of the person who is Landlord by a statement on the rental agreement or by a notice conspicuously posted on the Premises. Tenant shall be notified immediately of any changes in writing, which must be either (a) delivered personally to Tenant or (b) mailed to Tenant and conspicuously posted on the Premises. If the person designated in this section does not reside in the state where the Premises is located, there shall also be designated a person who resides in the county who is authorized to act as an agent for the purposes of service of notices and process, and if no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered such agent. Regardless of such designation, any owner who resides outside the state and who violates a provision of this chapter is deemed to have submitted himself or herself to the jurisdiction of the courts of this state and personal service of any process may be made on the owner outside the state with the same force and effect as personal service within the state. Any summons or process served out-of-state must contain the same information and be served in the same manner as personal service of summons or process served within the state, except the summons or process must require the party to appear and answer within 60 days after such personal service out of the state. In an action for a violation of this chapter that is filed under chapter 12.40 RCW, service of the notice of claim outside the state must contain the same information and be served in the same manner as required under chapter 12.40 RCW, except the date on which the party is required to appear must not be less than 60 days

from the date of service of the notice of claim.

B. Notice And Timing Of Repairs. Per RCW 59.18.070, if Landlord fails to carry out the duties required by this Agreement or law, Tenant may (in addition to pursuit of remedies otherwise provided to Tenant by law) deliver written notice to Landlord describing the nature of the defective condition. Landlord shall commence remedial action after receipt of such notice by Tenant as soon as possible but not later than the following time periods, except where circumstances are beyond Landlord's control:

- i. not more than 24 hours, where the defective condition deprives Tenant of hot or cold water, heat, or electricity, or is imminently hazardous to life;
- ii. not more than 72 hours, where the defective condition deprives Tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by Landlord; and
- iii. not more than 10 days in all other cases.

C. Landlord's Failure to Remedy Defective Condition. Per RCW 59.18.090, if, after receipt of written notice, and expiration of the applicable period of time, as provided in RCW 59.18.070, Landlord fails to remedy the defective condition within a reasonable time Tenant may:

- i. terminate this Agreement and quit the Premises upon written notice to Landlord without further obligation under this Agreement, in which case Tenant shall be discharged from payment of rent for any period following the quitting date, and shall be entitled to a pro rata refund of any prepaid rent, and shall receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW 59.18.280;
- ii. bring an action in an appropriate court, or at arbitration if so agreed, for any remedy provided under the Landlord-Tenant Act or otherwise provided by law; or
- iii. pursue other remedies available under the Landlord-Tenant Act.

D. Landlord's Failure to Carry Out Duties. Per RCW 59.18.100:

- i. If, at any time during the tenancy, Landlord fails to carry out any of the duties imposed by RCW 59.18.060, and notice of the defect is given to Landlord pursuant to RCW 59.18.070, Tenant may submit to Landlord or Landlord's designated agent by first-class mail or in person a good faith estimate by Tenant of the cost to perform the repairs necessary to correct the defective condition if the repair is to be done by licensed or registered persons, or if no licensing or registration requirement applies to the type of work to be performed, the cost if the repair is to be done by responsible persons capable of performing such repairs. Such estimate may be submitted to Landlord at the

same time as notice is given pursuant to RCW 59.18.070. The remedy provided in this section shall not be available for a landlord's failure to carry out the duties in RCW 59.18.060(9) and (14). If Tenant utilizes this section for repairs pursuant to RCW 59.18.060(6), Tenant shall promptly provide Landlord with a key to any new or replaced locks. The amount Tenant may deduct from the rent may vary from the estimate, but cannot exceed the two-month limit as described in subsection (ii) of this section.

- ii. If Landlord fails to commence remedial action of the defective condition within the applicable time period after receipt of notice and the estimate from Tenant, Tenant may contract with a licensed or registered person, or with a responsible person capable of performing the repair if no license or registration is required, to make the repair. Upon the completion of the repair and an opportunity for inspection by Landlord or Tenant's designated agent, Tenant may deduct the cost of repair from the rent in an amount not to exceed the sum expressed in dollars representing two month's rental of Tenant's unit per repair. When Landlord must commence to remedy the defective condition within 10 days as provided in RCW 59.18.070(3), Tenant cannot contract for repairs for 10 days after notice or two days after Landlord receives the estimate, whichever is later. The total costs of repairs deducted in any twelve-month period under this subsection shall not exceed the sum expressed in dollars representing two month's rental of Tenant's unit.
- iii. If Landlord fails to carry out the duties imposed by RCW 59.18.060 within the applicable time period, and if the cost of repair does not exceed one month's rent, including the cost of materials and labor, which shall be computed at the prevailing rate in the community for the performance of such work, and if repair of the condition need not by law be performed only by licensed or registered persons, and if Tenant has given notice under RCW 59.18.070, although no estimate shall be necessary under this subsection, Tenant may repair the defective condition in a workmanlike manner and upon completion of the repair and an opportunity for inspection, Tenant may deduct the cost of repair from the rent. Repairs under this subsection are limited to defects within the leased premises. The cost per repair shall not exceed one month's rent of the unit and the total costs of repairs deducted in any twelve-month period under this subsection shall not exceed one month's rent of the unit.
- iv. The provisions of this section shall not:
 - a. create a relationship of employer and employee between Landlord and Tenant; or
 - b. create liability under the workers' compensation act; or

- c. constitute Tenant as an agent of Landlord for the purposes of RCW 60.04.010 and 60.04.040.
 - v. Any repair work performed under the provisions of this section shall comply with the requirements imposed by any applicable code, statute, ordinance, or regulation. Landlord whose property is damaged because of repairs performed in a negligent manner may recover the actual damages in an action against Tenant.
 - vi. Nothing in this section shall prevent Tenant from agreeing with Landlord to undertake the repairs himself or herself in return for cash payment or a reasonable reduction in rent. Any such agreement does not alter Landlord's obligations under the Landlord-Tenant Act.
- E. Tenant's Responsibilities.** Tenant shall pay the rental amount at such times and in such amounts as provided for in this Agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations, and in addition shall per RCW 59.18.130:
- i. keep the Premises as clean and sanitary as the conditions of the Premises permit;
 - ii. properly dispose from the Premises all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by Tenant;
 - iii. properly use and operate all electrical, gas, heating, plumbing, and other fixtures and appliances supplied by Landlord;
 - iv. not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of Tenant's family, invitee, licensee, or any person acting under Tenant's control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;
 - v. not permit a nuisance or common waste;
 - vi. not engage in drug-related activity at the Premises, or allow a subtenant, sublessee, resident, or anyone else to engage in drug-related activity at the Premises with the knowledge or consent of Tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;
 - vii. maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of

batteries where required for the proper operation of the smoke detection device, as required in RCW 43.44.110(3);

- viii. not engage in any activity at the Premises that is:
 - a. imminently hazardous to the physical safety of other persons on the premises; and
 - b.
 - I. entails physical assaults upon another person which result in an arrest; or
 - II. entails the unlawful use of a firearm or other deadly weapon as defined in RCW 9A.04.110 which results in an arrest, including threatening another tenant or Landlord with a firearm or other deadly weapon under RCW 59.18.352. Nothing in this subsection shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon;
- ix. not engage in any gang-related activity at the premises, as defined in RCW 59.18.030, or allow another to engage in such activity at the Premises, that renders people in at least two or more dwelling units or residences insecure in life or in the use of property or that injures or endangers the safety or health of people in at least two or more dwelling units or residences; and
- x. upon termination and vacation, restore the Premises to its initial condition except for wear resulting from ordinary use of the Premises or conditions caused by failure of Landlord to comply with Landlord's obligations under law. Tenant shall not be charged for normal cleaning if Tenant has paid a nonrefundable cleaning fee.

F. Landlord's Remedies

- i. Landlord to Give Notice if Tenant Fails to Carry Out Duties. Per RCW 59.18.170, if at any time during the tenancy Tenant fails to carry out the duties required by RCW 59.18.130 or 59.18.140, Landlord may, in addition to pursuit of remedies otherwise provided by law, give written notice to Tenant of said failure, which notice shall specify the nature of the failure.
- ii. Landlord's Remedies if Tenant Fails to Remedy Defective Condition. Per RCS 59.18.160, if, after receipt of written notice, as provided in RCW 59.18.170, Tenant fails to remedy the defective condition within a reasonable time, Landlord may
 - a. bring an action in an appropriate court, or at arbitration if so agreed for any remedy provided under the Landlord-Tenant Act or otherwise provided by law; or
 - b. pursue other remedies available under the Landlord-Tenant Act.

- iii. Tenant's Failure To Comply With Duties. Per RCW 59.18.180, if Tenant fails to comply with any portion of this section or law and such noncompliance can (i) substantially affect the health and safety of Tenant or other tenants, or substantially increase the hazards of fire or accident, and (ii) be remedied by repair, replacement of a damaged item, or cleaning, Tenant shall comply within 30 days after written notice by Landlord specifying the noncompliance, or, in the case of emergency as promptly as conditions require. If Tenant fails to remedy the noncompliance within that period, Landlord may enter the Premises and cause the work to be done and submit an itemized bill of the actual and reasonable cost of repair, to be payable on the next date when periodic rent is due, or on terms mutually agreed to by Landlord and Tenant, or immediately if this Agreement has terminated.
- iv. Tenant's Failure To Comply With Duties. Per RCW 59.18.190, whenever Landlord learns of a breach of RCW 59.18.130 or has accepted performance by Tenant which is at variance with the terms of this Agreement or rules enforceable after the commencement of the tenancy, Landlord may immediately give notice to Tenant to remedy the nonconformance. Said notice shall expire after 60 days unless Landlord pursues any remedy under the Landlord-Tenant Act.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

C. **Tenant's Repair And Deduct Remedies.** Per the terms and

conditions described in RCW 59.18.100, Tenant has a limited, lawful right to repair conditions and deduct the cost of repairs from the rental amount for repairs obligated to Landlord under this Agreement.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
 - A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or
 - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES, OBLIGATIONS, AND RESTRICTIONS.** Per RCW 59.18.140:
 - A. Tenant shall conform to all reasonable obligations or restrictions, whether denominated by Landlord as rules, rental agreement, rent, or otherwise, concerning the use, occupation, and maintenance of the Premises, appurtenances thereto, and the property of which the Premises is a part if such obligations and restrictions are not in violation of any of the terms of the Landlord-Tenant Act and are not otherwise contrary to law, and if such obligations and restrictions are brought to the attention of Tenant at the time of Tenant's initial occupancy of the Premises and thus become part of this Agreement.
 - B. Except for termination of tenancy and an increase in the amount of rent, after 30 days written notice to each affected Tenant, a new rule of tenancy may become effective upon completion of the Agreement Term or sooner upon mutual consent.
23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
24. **ABANDONMENT.**
 - A. Per RCW 59.18.310, if Tenant defaults in the payment of rent and reasonably indicates by words or actions the intention not to resume tenancy, Tenant shall be liable for the following for such abandonment: *provided*, that upon learning of such abandonment of the Premises, Landlord shall make a reasonable effort to mitigate the damages resulting from such abandonment:
 - i. when the tenancy is month-to-month, Tenant shall be liable for the rent for the 30 days following either the date Landlord learns of the abandonment, or the date the next regular rental payment would have become due, whichever first occurs; or
 - ii. when the tenancy is for a term greater than month-to-month, Tenant shall be liable for the lesser of the following:
 - I. the entire rent due for the remainder of the term; or
 - II. all rent accrued during the period reasonably necessary

to rerent the premises at a fair rental, plus the difference between such fair rental and the rent agreed to in the prior agreement, plus actual costs incurred by Landlord in rerenting the premises together with statutory court costs and reasonable attorneys' fees.

- B. In the event of such abandonment of tenancy and an accompanying default in the payment of rent by Tenant, Landlord may immediately enter and take possession of any property of Tenant found on the Premises and may store the same in any reasonably secure place. Landlord shall make reasonable efforts to provide Tenant with a notice containing the name and address of Landlord and the place where the property is stored and informing Tenant that a sale or disposition of the property shall take place pursuant to this section, and the date of the sale or disposal, and further informing Tenant of the right under RCW 59.18.230 to have the property returned prior to its sale or disposal. Landlord's efforts at notice under this subsection shall be satisfied by the mailing by first-class mail, postage prepaid, of such notice to Tenant's last known address and to any other address provided in writing by Tenant or actually known to Landlord where Tenant might receive the notice. Landlord shall return the property to Tenant after Tenant has paid the actual or reasonable drayage and storage costs, whichever is less, if Tenant makes a written request for the return of the property before Landlord has sold or disposed of the property. After **forty-five days** from the date the notice of such sale or disposal is mailed or personally delivered to Tenant, Landlord may sell or dispose of such property, including personal papers, family pictures, and keepsakes. Landlord may apply any income derived therefrom against moneys due Landlord, including actual or reasonable costs whichever is less of drayage and storage of the property. If the property has a cumulative value of **two hundred fifty dollars or less**, Landlord may sell or dispose of the property in the manner provided in this section, except for personal papers, family pictures, and keepsakes, after seven days from the date the notice of sale or disposal is mailed or personally delivered to Tenant: *provided*, that Landlord shall make reasonable efforts, as defined in this section, to notify Tenant. Any excess income derived from the sale of such property under this section shall be held by Landlord for the benefit of Tenant for a period of one year from the date of sale; and if no claim is made or action commenced by Tenant for the recovery thereof prior to the expiration of that period of time, the balance shall be the property of Landlord, including any interest paid on the income.
25. **LANDLORD'S RIGHT OF ENTRY.** Per RCW 59.18.150, Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. Landlord may enter the Premises without consent of Tenant in case of emergency or abandonment. Landlord shall not abuse the right of access or use it to harass Tenant, and shall provide notice before entry as

provided in this paragraph. Except in the case of emergency or if it is impracticable to do so, Landlord shall give Tenant **at least two days' written notice** of Landlord's intent to enter and shall enter only at reasonable times. The notice must state the exact time and date or dates of entry or specify a period of time during that date or dates in which the entry will occur, in which case the notice must specify the earliest and latest possible times of entry. The notice must also specify the telephone number to which Tenant may communicate any objection or request to reschedule the entry. Tenant shall not unreasonably withhold consent to Landlord to enter the Premises at a specified time where Landlord has given **at least one days' notice** of intent to enter to exhibit the Premises to prospective or actual purchasers or tenants. Landlord shall not unreasonably interfere with Tenant's enjoyment of the Premises by excessively exhibiting the Premises. Landlord has no other right of access except by court order, arbitrator, or by consent of Tenant.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
28. **GROUNDS FOR TERMINATION OF THE TENANCY.**
 - A. **Termination by Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application; or
 - iii. otherwise provided by law.
 - B. **Termination By Tenant.** Tenant may terminate this Agreement if:
 - i. Landlord fails to remedy a defective condition within a reasonable time, per RCW 59.18.090;
 - ii. Tenant (or Tenant's spouse or dependent) is a member of the armed forces, including the national guard and armed forces reserves and Tenant receives permanent change of station or deployment orders and all criteria are met, per RCW 59.18.220;

- iii. Tenant was threatened by another tenant residing in the Premises, the threat was made with a firearm or other deadly weapon as defined in RCW 9A.04.110, Tenant who made the threat was arrested as a result of the threatening behavior, and Landlord failed to file an unlawful detainer action against Tenant who threatened Tenant within seven calendar days after receiving notice of the arrest from a law enforcement agency; per RCW 59.18.352;
 - iv. Tenant was threatened by Landlord with a firearm or other deadly weapon as defined in RCW 9A.04.110, and the threat led to an arrest of Landlord, per RCW 59.18.354;
 - v. Tenant is a victim of domestic violence, sexual assault, unlawful harassment, or stalking, per RCW 59.18.575; or
 - vi. otherwise provided by law.
29. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
30. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
31. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
32. **CONDEMNATION; EMINENT DOMAIN.** If the Premises is condemned due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations; then RCW 59.18.085 shall control the rights and liabilities of the parties. Otherwise, if any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

A. To Tenant: the Premises, or at Tenant's last known address

B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

If Landlord does not reside in the state of Washington, Landlord shall designate a person who resides in the county of the Premises who is authorized to act as an agent for the purposes of service of notices and process, per RCW 59.18.065.

34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Per RCW 59.18.065, Landlord shall provide an executed copy of this Agreement to Tenant. Tenant may request one free replacement copy during the Agreement Term.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}