



Civil Legal Representation for Seniors at Risk
of Losing Their Rental Housing

DISCLAIMER

This presentation and any accompanying documents are for informational purposes only. Nothing in here constitutes as legal advice. Please consult an attorney for any pressing legal matters.

WHO WE ARE AND HOW WE HELP

The Tenant Law Center at Catholic Community Services of Western Washington is a non-profit law firm that provides ongoing legal representation to low-income and senior tenants in King County:

- TLC helps senior renters stabilize their housing by providing legal assistance for evictions, rental subsidy terminations, and reasonable accommodation requests for those with disabilities.
- TLC focuses on negotiated resolutions that preserve tenant housing, preserve subsidies, or allow for relocation to suitable housing without the stigma of eviction.
- TLC can also sometimes provide legal advice or limited representation to seniors for a range of other landlord-tenant issues.

LANDLORD TENANT INFORMATION

- General Rights and Responsibilities
- Rental Agreements, Deposits, and Fees
- Repairs
- Reasonable Accommodations
- Landlord Entry
- Illegal Landlord Actions
- Evictions

YOURS & YOUR LANDLORD'S RESPONSIBILITIES

Your Landlord Must

- Provide good locks and keys for the unit.
- Maintain the unit so it is weather-tight and the electrical, plumbing, and heating systems work.
- Fix appliances that come with the rental.
- Provide smoke detectors and make sure they work when you move in.
- Tell you the name and address of the landlord or their agent.
- If more than one family lives in a house or apartment building, the landlord must provide garbage cans and arrange for trash pick up.

You Must

- Pay rent and any utility bills agreed upon.
- Follow city, county, and state regulations.
- Keep the unit clean and sanitary.
- Dispose of garbage properly.
- Pay for spraying of any infestations (pests) *you caused*.
- Properly use plumbing, electrical, and heating systems.
- Restore the place to the same condition as when you moved in, except for normal wear and tear.

RENTAL AGREEMENTS

Month-to-Month

- Can be in writing or verbal agreement
- No fixed time limit
- Rent paid on monthly basis
- Landlord can change rent or terms any time with 30 days written notice before end of rental period

Lease

- Must be in writing
- Specific duration
- Landlord cannot change terms or raise rent during lease duration without tenant approval
- Leases longer than one year *MUST BE NOTARIZED*

LEASES

- Read a lease carefully before signing: ask about anything you do not understand.
- Look for hidden charges or penalties. Understand your obligations & your landlord's obligations.
- Never sign without completing pre-move-in damage checklist.

Certain terms are illegal to put in rental agreements. The landlord cannot put a term in an agreement that waives any right the Landlord-Tenant Act gives you.

DEPOSITS & FEES

Deposits & fees your landlord can collect from you when you start renting:

- Screening fee – with proper notice
- Security deposit
- Damage deposit
- Cleaning fee
- Last month's rent paid in advance
- Application or holding fee

Your landlord cannot:

- Keep your security or damage deposit to pay to repair "normal wear and tear."
- Charge you for repairs if you or your unit is damaged by a storm, fire, or vandal.

If you make a deposit, by law the landlord must give you a:

- Receipt for each deposit
- Written rental agreement
- Check-list or statement describing the rental unit's condition
- Statement that says the name and address of the bank or escrow company where the deposit is being kept

Your landlord also must:

- Send you all of your deposit OR a letter telling you why they are not giving some or all of it back. They must send this letter to the most recent address that they have for you within 21 days of vacancy.

REQUESTING REPAIRS

Notify Landlord

- Deliver it personally or mail “certified mail” with “return receipt”
- Keep copies of letters and proof that they were sent

Specific timelines apply depending on issue. Landlord has:

- 24 hours to **start** repairs for hot/cold water, heat, electricity or any life-threatening problem
- 72 hours to **start** repairs for fridge, stove, oven, or plumbing fixture
- 10 days to **start** repairs for all other repairs

If repairs are not started within the required time and you can:

- 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 deposits they would normally get back.
- Use mediation to work out the dispute.
- Hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. **DOCUMENT EVERYTHING.**

ALLOW ENTRY: You must let your landlord or contracted service person in your unit for repairs.

DO NOT REFUSE TO PAY RENT IF SEEKING REPAIRS. YOU WILL BE EVICTED.

LANDLORD ENTRY

In most cases, landlords must provide 48 hours written notice prior to entering a tenant's unit containing the following information:

- The exact date/s of entry.
- Either the exact time of entry OR a period of time during which the entry will happen, including the earliest and latest possible times.
- A phone number for you to call to object to the entry date/time or to ask to reschedule.

Other things to remember:

- If the landlord is showing the unit to new tenants, they only need to give 24 hours notice.
- Tenants may not unreasonably refuse entry. You cannot refuse the landlord's entry to your unit to repair, improve or service the unit, or if there's an emergency.
- Tenant cannot insist on being home for entries.
- Your apartment is your home, and you can refuse entry if your landlord has not provided the required notice or if the entry is intended to harass or intimidate.

REASONABLE ACCOMMODATIONS

Tenants with disabilities often need accommodations to use and enjoy their homes.

When a tenant makes a request, the landlord is required to engage in a dialogue with the tenant—they can't just say no.

Service and support animals are frequent subjects of accommodation requests that are mishandled by landlords and misunderstood by tenants.

Help with Reasonable Accommodation Requests to Preserve Tenancy/Subsidy

If you receive an eviction notice, notice to comply or vacate, or subsidy termination notice, and have a disability, contact TLC right away.

We may be able to develop a reasonable accommodation plan that would resolve those issues going forward and preserve the tenancy or subsidy.



ILLEGAL LANDLORD ACTIONS

- Shut off utilities
- Change or add locks to deny access
- Take your property
- Retaliate after a tenant exercises their legal rights
- Ignore disability accommodation requests

Moving Out

- Notify your landlord
- Return the unit to its condition upon move-in, minus normal wear and tear
- If possible, take pictures that show the condition of the unit
- Provide a forwarding address
- Return all keys and try to get written confirmation of return

EVICTIION

If you receive an Eviction Notice seek help immediately!

Eviction is the legal process to put you out of your home. To evict you, your landlord must file a civil law suit against you in the King County Superior Court. The process is short and you could be evicted in under 30 days from the issuance of the first notice.

Most Common Eviction Notices

- 3-Day Notice to Pay or Vacate
- 10-Day Notice to Comply or Vacate
- 20-Day Notice to Terminate Periodic Tenancy

Non-payment of Rent

3-day Notice to Pay Rent or Vacate

John Doe, Jane Doe, and all other Occupants of
123 1st St
Kent, WA 98032

Dated: February 6, 2015

You and Each of You are hereby notified that rent is due in the total amount of **\$1500.00**
\$1,000 from February 2015
\$500 from January 2015

You have three days from service of this notice to pay the amount in full, or, in the alternative, vacate and surrender the premises. If you fail to pay or vacate you will be evicted.

Remit all payments to Generic Apartments office.




Mr. Manager
Property Manager for Generic Apartments

I served this notice upon the tenants by:

___ Personally handing ___ Copies to _____

After knocking and receiving no answer, by posting the notice on the door and mailing it to the tenants. *2/6/15*



Mr. Manager
Property Manager for Generic Apartments

Other Lease Violations


10-day Notice to Comply or Vacate

John Doe, Jane Doe, and all other Occupants of
123 1st St
Kent, WA 98032

Dated: February 6, 2015

You and Each of You are hereby notified that you are in violation of your lease agreement. You have 10 days to comply with the lease, or, in the alternative, vacate and surrender the premises. If you fail to comply or vacate you will be evicted.

You are in violation of paragraph 5 of your lease agreement. Paragraph 5 says that only John Doe will occupy the premises. To comply with your lease agreement Jane Doe and all other unauthorized occupants must leave.



Mr. Manager
Property Manager for Generic Apartments

End of Rental Term

20 Day Notice to Terminate

John Doe, Jane Doe, and all Other Occupants of
123 1st St
Kent, WA 98032

Dated: February 6, 2015

You and Each of You are hereby notified that your month-to-month rental agreement is terminated as of February 28, 2015, the last day of the rental period. You must vacate the premises on or before February 28 or you will be evicted.



Mr. Manager
Property Manager for Generic Apartments

HELP FROM TLC

Eviction: Timelines are very short and having an eviction damages a person's ability to rent in the future – getting help early in the process can often resolve the issue before it goes to court.

Subsidies: Housing subsidies can help people access housing they would not otherwise be able to afford. We may be able to help if you have a Section 8 vouchers or live in a property that has lower rent because of a subsidy and receive a notice that you are being terminated from the assistance.

If you receive an eviction notice or a notice terminating your subsidy, contact us immediately: 206-324-6890

OTHER RESOURCES FOR ASSISTANCE

Housing Justice Project – Assistance with evictions, particularly where there is a close deadline or scheduled court hearing. Walk-in clinics are every weekday at the downtown Seattle King County Superior Courthouse and the Maleng Regional Justice Center in Kent 8:00 am – 10:30 am. For complete information about the clinics, call 206-267-7091

CLEAR Senior – (888) 387-7111 Legal helpline for ages 60+ throughout Washington

211 – Crisis hotline, which can provide resources for financial assistance to avoid eviction

KCBA Neighborhood Legal Clinics – For non-eviction related landlord-tenant matters such as repairs, damage deposits, harassment, etc. Call for an appointment – 206-267-7070

Northwest Justice Project – Assists with a variety of landlord-tenant matters. Call 211 for a referral.

QUESTIONS

