



2023 changes to Washington State's laws affecting renters

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New laws affecting renters in Washington State in 2023

Washington has changed its landlord-tenant laws in a few big ways:

- 1. Landlords must now provide written documentation (receipts or invoices) of any money they keep out of a security deposit.**
- 2. Within 30 days after a tenant moves out, the landlord must either return the full security deposit or give the tenant a written statement documenting why they kept some or all of it.**
- 3. Landlords cannot keep security deposit money to repair or clean rental units, carpet, walls, or appliances that are worn or soiled because of “ordinary use of the premises.”**
- 4. Costs of repairing or cleaning damage that either resulted from ordinary use, or that are not documented properly cannot be reported to a collection agency, a tenant screening service, or another landlord.**
- 5. The eviction process includes new options for tenants to appear at eviction hearings remotely, and to ask for a virtual (electronic) hearing.**

Keep reading to learn more details and exceptions to these new laws.

Part 1. Changes to the security deposit process

Landlords must give tenants a written checklist or statement specifically describing the condition and cleanliness of a rental unit before collecting a security deposit.

Landlords who want to collect a security deposit must first give the tenant a written statement or checklist that describes how clean the rental unit is and also describe any existing damage to the place. **Starting July 23, 2023**, the statement must also specifically describe the condition and cleanliness of:

- Walls, wall paint, and/or wallpaper
- Carpets and other flooring
- Appliances and furniture.

Both the landlord and tenant must sign and date the checklist or statement and the landlord must give a copy to the tenant. The tenant can ask for one free replacement of the written statement after they move in. If the landlord collects a deposit but does not provide this written statement, the tenant may sue for the amount of the deposit, plus costs and attorneys' fees.

You can read the law about this at [RCW 59.18.260](#).

Landlords cannot keep security deposit money for “wear resulting from ordinary use of the premises.”

Landlords cannot keep a security deposit to repair or clean the rental unit, appliances, furniture, carpet, or wall paint if the wear, deterioration, or breakage happens because of “ordinary use of the premises.”

For example, carpet may break down or become soiled over time because people walk upon it while living in a rental unit. Landlords cannot keep deposits to replace or clean the carpet just because it has worn down over time as expected.

Landlords may keep deposit money if the damage to the rental unit, appliances, carpet, or walls, happens because the renter (or another occupant or guest) was negligent, careless, or intentionally abused the place or the furnishings.

The new definition of “wear resulting from ordinary use of the premises” can be found at [RCW 59.18.030\(39\)](#).

Landlords now have 30 days to return security deposits or give a statement about why they are keeping some or all of the deposit money.

Previously, landlords had 21 days after the tenant moved out to return the deposit or give a statement about why they were not returning the deposit. This time has been increased to 30 days.

Landlords must now provide receipts or invoices showing how much repairs or cleaning cost, along with statements showing why they are keeping some or all of a security deposit.

Landlords must now provide evidence to the tenant of how much it cost to repair or clean the rental unit, appliances, carpet, and walls. They can provide receipts, bills, or invoices that show how much supplies or services cost.

Example: Landlords cannot just give a statement that says “Painting walls: cost \$400” or “Carpet cleaning cost \$500” without also providing some documentation showing exactly how they calculated that cost.

If the landlord or landlord’s employee makes the repairs, the landlord must give a statement showing how many hours the repairs took, along with the reasonable hourly rate that was charged.

If, within 30 days of moving out, a landlord does not give written documentation of how much repairs or cleaning cost, then they cannot keep any of the security deposit.

Landlords must return the deposit or provide a written statement with documentation (receipts or invoices) showing why they kept the amount of money that they did within 30 days of the tenant leaving the property.

If the landlord does not either return the deposit or give documentation showing why they kept it, the tenant can sue the landlord for the full amount of the deposit, court costs, and attorneys’ fees. Courts may award more damages in some cases.

Exception: The landlord may not be liable for the deposit money if they can show that circumstances beyond their control prevented them from returning the deposit or providing documentation on time.

Any costs for repairs or cleaning that are not documented in writing or that are only to fix or clean damage that resulted from ordinary use of the premises cannot be passed on to collection agencies or reported to other landlords.

Landlords must document costs of repairing or cleaning damage caused by negligence, carelessness, or abuse of the premises. Undocumented costs cannot be reported to:

- Other landlords
- Tenant screening companies
- Collection agencies
- Consumer reporting agencies

Landlords cannot charge tenants for repairs or cleaning for damage caused by ordinary use of the premises.

You can read the law about this at [RCW 59.18.280](#).

Part 2. Changes to eviction process

Courts have more discretion to hold eviction hearings remotely (over the phone or video).

Tenants or landlords can request that an eviction hearing be conducted remotely (over the phone, video, or other electronic means). Courts should grant requests from a tenant to appear remotely, unless the judge finds that there is “good cause” to require in-person attendance or for the hearing to be held using a specific technology.

Courts are supposed to provide instruction to tenants about how to attend eviction hearings remotely. Tenants should be able to ask for a remote hearing by email, fax, or other electronic means.

You can read the law about this at [RCW 59.18.412](#).

Get Legal Help

- **Apply online:** nwjustice.org/apply-online
- **Facing Eviction?** Call 1-855-657-8387
- **Facing Foreclosure?** Call 1-800-606-4819
- **Facing a legal issue in King County** (other than Eviction or Foreclosure)? Call 211 (or toll-free 1-877-211-9274) weekdays 8:00 am to 6:00 pm. They will refer you to a legal aid provider.
- **Facing a legal issue outside of King County** (other than Eviction or Foreclosure)? Call the CLEAR Hotline at 1-888-201-1014 weekdays between 9:15 am and 12:15 pm or apply online at nwjustice.org/apply-online.
- **Seniors (age 60 and over)** with a legal issue outside of King County can also call CLEAR*Sr at 1-888-387-7111

Deaf, hard of hearing or speech impaired callers can call any of these numbers using the relay service of your choice.

Interpreters provided.

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