

# [Explain washington landlord tenant law](https://assignbuster.com/explain-washington-landlord-tenant-law/)

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Leasing a House in Washington I am currently renting a one bedroomed apartment in Tacoma that costs $815 per month, and it is called Brookstone Apartment Homes. The apartment has a balcony, oversized closets, ready cable, and a fireplace. Furthermore, the lease comes along with other special community features. This includes high speed internet access, emergency maintenance, public transportation, and a pet friendly zone. The tenant also has access to a number of amenities available to the community including: a tennis court, swimming pool, a playground, hot tub, clubhouse, fitness center, and laundry facility. It is vital to note that the apartments allow for disability access. Pets are accepted in the apartments, but one has to pay a deposit of $400 to keep a pet and $200 is refunded when a tenant’s lease expires. However, there are breed restrictions on the type of animal one can keep. The tenant is also provided with one free covered parking space. The lease is one year long (McQueen 54).
There are number provisions in the lease that comply with the law. For example, the lease provides the tenant with emergency maintenance and this ensures that the landlord repairs any damages to the apartment. This covers the Residential Landlord-Tenant Act RCW59. 18. 230(1). I also find it interesting that the landlord expects tenants to pay a fee to keep a pet at the resident. This is an extra deposit to the security and damage deposit paid when one starts renting the apartment. This is a legal fee since the landlord has the right to charge for fees covering special cleaning. There is also a clause in the lease that the landlord can change the rules regarding the use of the community amenities like the swimming pool, fitness center, and tennis court. This is against the law since a landlord does not have the right to change the terms of a lease once the tenant has signed it. Change to the lease can only occur if the tenant agrees to it (Haupt and Kathryn 132).
Another provision of the lease that I find interesting is that the landlord does not have to return the tenant’s security deposit if the apartment is damaged in any way. This is not legal according to the law of Washington State. The landlord is only allowed to keep the exact amount a tenant owes on repair costs. The rest of the money must be returned to the tenant (RCW 59. 18. 280). Another provision of the lease that I find interesting is the fact that if I move out before the end of the lease, I will be forced to pay all rent owed before the landlord can re-rent the apartment RCW 59. 18. 310(2). Despite the fact that this sounds unfair, it is extremely legal. One of the issues not addressed in the lease that I believe is extremely important is when a tenant hires someone to make the repairs. The law of Washington State provides a limit to the costs of repairs a tenant can make by hiring a repairman, and subsequently deducting it from the rent. The repair must be less than a month’s rent RCW 59. 18. 100(2).
Work Cited
Haupt, Kathryn J, and Kathryn J. Haupt. Washington Real Estate Fundamentals. Bellevue, WA:
Rockwell Pub, 2006. Print.
McQueen, John. An Emerald Guide to Landlord and Tenant Law. , 2013. Print.