

Sample Letter: Improper Rule Change/Fee or Rent Increase

[Date]
[Landlord/Manager's Name]
[Landlord/Manager's Address]

Dear [Landlord/Manager's Name]:

On [date], I received [written/unwritten] notice from you of a [rule change/rent increase]. I am writing to inform you that I did not receive proper notice of this change. According to Washington State law, any rule change for month-to-month tenants, including a rent increase, requires thirty days written notice. This includes the requirement of tenants to begin paying utility fees. I have enclosed a copy of the law, RCW 59.18.140.

Additionally, in the City of Seattle, if there is an increase of ten percent or more in my housing costs within the same 12 month period you must give me sixty days written notice. That is according to SMC 7.24.030, a Seattle City ordinance on rental agreement requirements.

If you wish to legally institute this rule change, you must legally serve me with written notice. Upon receipt of that, I will be glad to adhere to this rule change.

Sincerely,

[Your Name]
[Your Address]

RULE CHANGES/RENT INCREASES

RCW 59.18.140

Reasonable obligations or restrictions -- Tenant's duty to conform.

The tenant shall conform to all reasonable obligations or restrictions, whether denominated by the landlord as rules, rental agreement, rent, or otherwise, concerning the use, occupation, and maintenance of his dwelling unit, appurtenances thereto, and the property of which the dwelling unit is a part if such obligations and restrictions are not in violation of any of the terms of this chapter and are not otherwise contrary to law, and if such obligations and restrictions are brought to the attention of the tenant at the time of his initial occupancy of the dwelling unit and thus become part of the rental agreement. Except for termination of tenancy, after thirty days written notice to each affected tenant, a new rule of tenancy including a change in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

[1989 c 342 § 6; 1973 1st ex.s. c 207 § 14.]

Seattle Municipal Code

SMC 7.24.030

Rental Agreement Requirements

- A. Any rental agreement or renewal of a rental agreement for a residential rental unit in the City of Seattle Entered into after the effective date of the ordinance adding this subsection A shall include or shall be deemed to include a provision requiring a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant is to increase by ten (10) percent or more over the periodic or monthly rental rate charged the same tenant for the same housing unit and same services for any period or month during the preceding twelve (12) month period.
- B. No rental agreement entered into after the effective date of the ordinance codified in this chapter that creates or purports to create a tenancy from month to month or from period to period on which rent is payable, may:
 1. Require occupancy for a minimum term of more than one (1) month or period;
 2. Impose penalties, whether designated as "additional rent" or fees, if a tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term prohibited by subsection A of this section;
 3. Require forfeiture of all or any part of a deposit if the tenant terminates the tenancy pursuant to law and vacates before the expiration of any minimum term prohibited by subsection A of this section; provided, that nothing in this chapter shall prevent a landlord from retaining all or a portion of a deposit as compensation for damage to the premises as provided by law and the rental agreement or, as provided by law, for failure to perform other obligations imposed by the rental agreement.

(Ord. 119171 Section 2, 1998; Ord. 116843 Section 3, 1993.)