

Sample Letter: Notice of Intent to Vacate Because of Unmade Repairs

[Date]

[Landlord/Manager's Address]

Dear [Landlord/Manager's Name]:

On [date], I notified you in writing of repair problems in my unit. Now, _____ days later, you still have not started to make the repairs. The Landlord-Tenant Act, RCW 59.18.090, gives me the right to terminate my rental agreement at this point, since you have failed to perform the duties in a timely fashion (as defined by RCW 59.18.070). I will be completely moved out by [date], and I will leave the unit in the same or better condition than it was when I moved in (minus normal wear and tear). I will be entitled to a full refund of my deposit, and a pro-rated refund of any prepaid or unused rent.

Please mail \$ _____ without delay to the address below:

[Your address]

If I haven't heard from you within fourteen days after moving out, the Landlord-Tenant Act allows me to take legal action and collect twice the amount of my deposit, plus a pro-rated refund of any prepaid rent, and any and all court costs and attorney's fees.

Sincerely,

[Your Name]

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REPAIRS

RCW 59.18.070

Landlord — Failure to perform duties — Notice from tenant — Contents — Time limits for landlord's remedial action.

If at any time during the tenancy the landlord fails to carry out the duties required by RCW [59.18.060](#) or by the rental agreement, the tenant may, in addition to pursuit of remedies otherwise provided him or her by law, deliver written notice to the person designated in RCW [59.18.060](#)(14), or to the person who collects the rent, which notice shall specify the premises involved, the name of the owner, if known, and the nature of the defective condition. The landlord shall commence remedial action after receipt of such notice by the tenant as soon as possible but not later than the following time periods, except where circumstances are beyond the landlord's control:

- (1) Not more than twenty-four hours, where the defective condition deprives the tenant of hot or cold water, heat, or electricity, or is imminently hazardous to life;
- (2) Not more than seventy-two hours, where the defective condition deprives the tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by the landlord; and
- (3) Not more than ten days in all other cases.

In each instance the burden shall be on the landlord to see that remedial work under this section is completed promptly. If completion is delayed due to circumstances beyond the landlord's control, including the unavailability of financing, the landlord shall remedy the defective condition as soon as possible. [2010 c 8 § 19018; 1989 c 342 § 4; 1973 1st ex.s. c 207 § 7.]

RCW 59.18.090

Landlord's failure to remedy defective condition — Tenant's choice of actions.

If, after receipt of written notice, and expiration of the applicable period of time, as provided in RCW [59.18.070](#), the landlord fails to remedy the defective condition within a reasonable time the tenant may:

- (1) Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case he or she 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](#);
- (2) Bring an action in an appropriate court, or at arbitration if so agreed, for any remedy provided under this chapter or otherwise provided by law; or
- (3) Pursue other remedies available under this chapter. [2010 c 8 § 19020; 1973 1st ex.s. c 207 § 9.]

RCW 59.18.100

Landlord's failure to carry out duties — Repairs effected by tenant — Procedure — Deduction of cost from rent — Limitations.

(1) If, at any time during the tenancy, the landlord fails to carry out any of the duties imposed by RCW [59.18.060](#), and notice of the defect is given to the landlord pursuant to RCW [59.18.070](#), the tenant may submit to the landlord or his or her designated agent by first-class mail or in person a good faith estimate by the 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 the 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 the tenant utilizes this section for repairs pursuant to RCW [59.18.060](#)(6), the tenant shall promptly provide the landlord with a key to any new or replaced locks. The amount the tenant may deduct from the rent may vary from the estimate, but cannot exceed the two-month limit as described in subsection (2) of this section.

(2) If the landlord fails to commence remedial action of the defective condition within the applicable time period after receipt of notice and the estimate from the tenant, the 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 the landlord or his or her designated agent, the 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 the tenant's unit per repair. When the landlord must commence to remedy the defective condition within ten days as provided in RCW [59.18.070](#)(3), the tenant cannot contract for repairs for ten days after notice or two days after the 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 the tenant's unit.

(3) If the 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 the tenant has given notice under RCW [59.18.070](#), although no estimate shall be necessary under this subsection, the tenant may repair the defective condition in a workmanlike manner and upon completion of the repair and an opportunity for inspection, the 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.

(4) 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 the tenant as an agent of the landlord for the purposes of *RCW [60.04.010](#) and [60.04.040](#).

(5) Any repair work performed under the provisions of this section shall comply with the requirements imposed by any applicable code, statute, ordinance, or regulation. A landlord whose property is damaged because of repairs performed in a negligent manner may recover the actual damages in an action against the tenant.

(6) Nothing in this section shall prevent the tenant from agreeing with the 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 the landlord's obligations under this chapter. [2011 c 132 § 5; 2010 c 8 § 19021; 1989 c 342 § 5; 1987 c 185 § 35; 1973 1st ex.s. c 207 § 10.]