Property Manager

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Dear Property Manager:

Recently you have asked me to pay for the extermination of bed bugs at your property ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I would like to bring to your attention statute 59.18.060 of the Washington State Residential Landlord-Tenant Act, which gives the duties the landlord. These include a legal obligation to "Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant". 

In regards to the bedbug addendum you had me sign I would like to draw your attention to RCW 59.18.230 which states: “Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW 59.18.360 and shall be deemed against public policy and shall be unenforceable.” RCW 59.18.360 lists as one of its requirements that any waiver of a tenant’s rights or landlord's’ obligation must not “violate the public policy of this state in favor of the ensuring safe, and sanitary housing”. Since bedbugs are not sanitary, can travel easily between units, and are prohibitively expensive for individuals to treat it would seem to me that this addendum is unenforceable.

Given the ease with which bedbugs travel between neighboring units, the increased frequency and severity of infestations across the state in recent years, and the necessity of professional, building-wide extermination programs to truly control an infestation, providing adequate pest control both between and during tenancies falls under the legal and moral obligation of the landlord to provide safe and sanitary housing. The costs of such extermination are a cost of doing business, and cannot be passed along to me or other tenants in an attempt at cutting expenses.

Should you continue charging me for exterminations that are your responsibility, I will have the right to seek recompense through small claims court and/or other legal avenues.

Respectfully,

**RCW 59.18.060**

**Landlord—Duties.**

The landlord will at all times during the tenancy keep the premises fit for human habitation, and shall in particular:

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(4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant;

**RCW 59.18.230**

**Waiver of chapter provisions prohibited—Provisions prohibited from rental agreement—Distress for rent abolished—Detention of personal property for rent—Remedies.**

(1) Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW [**59.18.360**](http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.360) and shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.

(2) No rental agreement may provide that the tenant:

(a) Agrees to waive or to forgo rights or remedies under this chapter; or

(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement; or

(c) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter; or

(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or

(e) And landlord have agreed to a particular arbitrator at the time the rental agreement is entered into.

(3) A provision prohibited by subsection (2) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him or her to be prohibited, the tenant may recover actual damages sustained by him or her, statutory damages not to exceed five hundred dollars, costs of suit, and reasonable attorneys' fees.

(4) The common law right of the landlord of distress for rent is hereby abolished for property covered by this chapter. Any provision in a rental agreement creating a lien upon the personal property of the tenant or authorizing a distress for rent is null and void and of no force and effect. Any landlord who takes or detains the personal property of a tenant without the specific written consent of the tenant to such incident of taking or detention, and who, after written demand by the tenant for the return of his or her personal property, refuses to return the same promptly shall be liable to the tenant for the value of the property retained, actual damages, and if the refusal is intentional, may also be liable for damages of up to five hundred dollars per day but not to exceed five thousand dollars, for each day or part of a day that the tenant is deprived of his or her property. The prevailing party may recover his or her costs of suit and a reasonable attorneys' fee.

In any action, including actions pursuant to chapters [**7.64**](http://app.leg.wa.gov/RCW/default.aspx?cite=7.64) or [**12.28**](http://app.leg.wa.gov/RCW/default.aspx?cite=12.28) RCW, brought by a tenant or other person to recover possession of his or her personal property taken or detained by a landlord in violation of this section, the court, upon motion and after notice to the opposing parties, may waive or reduce any bond requirements where it appears to be to the satisfaction of the court that the moving party is proceeding in good faith and has, prima facie, a meritorious claim for immediate delivery or redelivery of said property.

**RCW 59.18.360**

**Exemptions.**

A landlord and tenant may agree, in writing, to exempt themselves from the provisions of RCW [**59.18.060**](http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.060), [**59.18.100**](http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.100), [**59.18.110**](http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.110), [**59.18.120**](http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.120), [**59.18.130**](http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.130), and [**59.18.190**](http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.190) if the following conditions have been met:

(1) The agreement may not appear in a standard form lease or rental agreement;

(2) There is no substantial inequality in the bargaining position of the two parties;

(3) The exemption does not violate the public policy of this state in favor of the ensuring safe, and sanitary housing; and

(4) Either the local county prosecutor's office or the consumer protection division of the attorney general's office or the attorney for the tenant has approved in writing the application for exemption as complying with subsections (1) through (3) of this section.