

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]

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 59.18.070

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.]