

FAQ's for Landlords Operating in Unincorporated King County

Starting a Tenancy

What move-in fees and security deposits can a landlord charge a tenant when they begin a tenancy?

All move-in fees and security deposits cannot be more than one month's rent, except when a tenant's rent is based on the tenant's income. This exception does **not** apply to tenants who pay their rent using a Housing Choice Voucher. [King County Code 12.25.050](#)

Landlords cannot refuse to rent to or otherwise discriminate against a tenant because of their:

- age;
- alternative source of income;
- ancestry;
- citizenship or immigration status;
- color;
- creed;
- disability;
- familial status;
- gender identity;
- honorably discharged veteran or military status;
- marital status;
- national origin;
- parental status;
- race;
- religion;
- housing subsidy such as a Housing Choice Voucher;
- sex;
- sexual orientation; or
- use of a service animal by a person with a disability.

These protections exist in federal, state, or local law where applicable. [Fair Housing Act / RCW 49.60.222](#) / [RCW 59.18.255](#) / [King County Code 12.20](#)

**Alternative source of income* means lawful, verifiable income from sources other than wages, salaries, or other compensation for employment. It includes, but is not limited to, income from Social Security benefits, other retirement programs, supplemental security income, unemployment benefits, child support, the state Aged, Blind or Disabled Cash Assistance Program, state Refugee Cash Assistance and any other federal, state, local government, private or nonprofit-administered cash benefit program.

Landlords can still use credit history and credit scores to screen tenants. For example, if a tenant, who uses a housing voucher to pay rent, has a credit score below the threshold required by the landlord, the landlord can deny the tenant. [King County Code 12.20](#)

Are landlords required to allow tenants to pay move-in fees and security deposits in a payment plan?

Yes. [King County Code 12.25.050](#)

FAQ's for Landlords Operating in Unincorporated King County

Rental agreements 6 or more months	Rental agreements less than 6 months or month-to-month rental agreements
Tenants can pay move-in fees and security deposits in six equal monthly installments	Tenants can pay move-in fees and security deposits in two equal monthly installments over the first two months of the tenancy

Can landlords require prospective tenants to provide their Social Security Number when the tenant applies for a rental unit?

No. Landlords can request a Social Security Number to screen a prospective tenant. However, a landlord cannot refuse to rent to a prospective tenant because the prospective tenant does not provide a Social Security Number. Landlords can screen tenants using information such as, but not limited to, previous names, addresses, personal references and work history. Landlords can refuse to rent to a tenant because of inaccurate, unfavorable, and unavailable screening results. [King County Code 12.25.140](#)

During a Tenancy

Can a landlord create a rental agreement that waives a tenant's rights?

No. Any rental agreement that requires a tenant waives their rights will be deemed void and unenforceable. If a landlord knowingly creates a rental agreement that waives a tenant's rights, the tenant may recover damages, litigation costs, and attorney's fees. [King County Code 12.25.030.B](#)

Can landlords charge late fees?

Yes, but late fees are capped at 1.5 percent of a tenant's monthly rent. [King County Code 12.25.060](#)

Example: A tenant whose rent is \$1,000 cannot be charged more than \$15 in late fees for a late rental payment.

How much notice must landlords provide when increasing rent?

Landlords must provide at least 120 days' notice for rent increases greater than three percent. If the tenant's rent is based on the income of the tenant or circumstances specific to the subsidized household, the landlord must provide at least 30 days' notice of a rent increase. [King County Code 12.25.070](#)

Example: A tenant pays \$1,500 monthly. The landlord would provide:

- 120 days' notice if the rent increase is more than \$45.
- 60 days' notice if the rent increase is \$45 or less. [RCW 59.18.140](#)

Can landlords raise rent on a tenant residing in an uninhabitable unit?

No. Landlords cannot raise the rent on a tenant if their unit has defective conditions making it uninhabitable or in violation of RCW 59.18.060. Landlords can raise rent once the defective conditions are fixed. [King County Code 12.25.100](#)

King County Code prohibits unfair and abusive acts by landlords.

Landlords are prohibited from:

FAQ's for Landlords Operating in Unincorporated King County

- “Deceptive acts or practices”: means representations, omissions, acts or practices that mislead or are likely to mislead a tenant; the tenant's interpretation of the representation, omission, act or practice is reasonable under the circumstances; and the representation, omission, act or practice is material.
- “Unfair or abusive acts or practices” means those representations, omissions, acts or practices that:
 - Materially interfere with the ability of any tenant to understand a term or condition of the rental agreement or the tenancy; or
 - Take unreasonable advantage of a lack of understanding on the part of the tenant regarding the conditions of the tenancy or rights under the law or the inability of the tenant to protect the tenant's interests. [King County Code 12.25.080](#)

Does accepting rent waive certain landlord rights?

Yes. A landlord's acceptance of rent waives the landlord's right to evict based on any prior lease violations, except as otherwise provided in RCW 59.18.650(n)(i). Landlords do not waive any remedy for nonpayment of rent if additional rent is owed. [King County Code 12.25.090](#)

Ending a Tenancy

King County provides all tenants living in unincorporated King County with just-cause eviction protections. This law requires landlords to have a just cause, as outlined in the code, to terminate a month-to-month tenancy or refuse to renew a termed lease. The just causes allowed are listed below. Landlords must use the standardize eviction notices created by King County, which can be found [here](#).

Landlords must give the tenant the appropriate notice prior to pursuing an unlawful detainer (eviction) action. **According to King County Code 12.25.030(D), all eviction notices require a minimum of 30 days, unless the code requires a longer notice.**

If a tenant does not leave the property at the end of the termination notice period, the landlord must go to court to remove the tenant. Sheriffs are the only people who can physically remove a tenant from a property and they need a court order to evict a tenant. **Landlords cannot change the locks on a tenant who is still on the property without the consent of the tenant, even if the landlord wants to evict the tenant.** Landlords can find an attorney through the [King County Bar Association Lawyer Referral Service](#).

What must be included in an eviction notice?

Eviction notices must be served in a manner consistent with RCW 59.12.040. The notice must include the facts and circumstances known to the landlord and be specific enough for the tenant to respond and prepare a defense to the eviction. [King County Code 12.25.030 C](#)

For what reasons can a landlord evict a tenant?

- Tenant does not comply with a nonpayment of rent notice. (30-day notice) [King County Code 12.25.030 A.1.a](#)
- Tenant does not comply with a comply or vacate notice. (30-day notice) [King County Code 12.25.030 A.1.b](#)
- Tenant receives a notice to vacate for waste or nuisance. (30-day notice) [King County Code 12.25.030 A.1.c](#)

FAQ's for Landlords Operating in Unincorporated King County

- Landlord and/or their immediate family will move into the unit. (90-day notice) [King County Code 12.25.030 A.3](#)
 - Landlord must give the tenant 90 days advanced written notice.
 - Immediate family under this cause includes the owner's domestic partner registered under chapter 26.60 RCW or the owner's spouse, parents, grandparents, children, brothers and sisters of the owner, of the owner's spouse or of the owner's domestic partner.
 - There is a rebuttable presumption of a violation of the law (*meaning there is an assumption there is a violation unless the landlord proves otherwise*) if the landlord or their immediate family member does not occupy the rental unit for at least 60 consecutive days during the 90 days immediately after the tenant vacates the unit.
- Landlord decides to sell a single-family dwelling unit. (90-day notice) [King County Code 12.25.030 A.4](#)
 - There is a rebuttable presumption of a violation of the law (*meaning there is an assumption there is a violation unless the landlord proves otherwise*) if:
 - the owner does not list the single-family dwelling for sale at fair market value within 30 days after the tenant has vacated, or
 - the owner withdraws the rental unit from the sales market, rents the unit to someone other than the former tenant or otherwise indicates that the owner does not intend to sell the unit within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later
- Landlord needs to substantially rehabilitate the building. (120-day notice) [King County Code 12.25.030 A.5](#)
 - The landlord must submit a complete application for at least one permit required under King County Code Title 16 for rehabilitation.
- Landlord demolishes the building, convert it to a cooperative or a nonresidential use. (120-day notice) [King County Code 12.25.030 A.6.a](#)
 - The landlord must obtain the necessary permits before serving the tenant with notice.
- Landlord decides to convert the unit into a condominium. (120-day notice) [King County Code 12.25.030 A.6.b](#)
- Landlord seeks to reduce the number of occupants who reside in one dwelling unit to comply with the legal limit and the tenant fails to comply. (30-day notice) [King County Code 12.25.030 A.7](#)
 - If there is more than one rental agreement for the unit, the landlord may choose which agreement to terminate, but the landlord may not terminate more agreements than necessary to comply with the law.
- Landlord wants to discontinue the residential use of an accessory dwelling unit. (30-day notice) [King County Code 12.25.030 A.8](#)
- Landlord receives a notice and order issued under King County Code Title 16 or 23 and the violations are not corrected and the notice and order restricts the tenant's ability to reside in the unit. (30-day notice) [King County Code 12.25.030 A.9](#)
 - The landlord must make a showing of medical or financial hardship that prevents the landlord from making the necessary repairs.
 - The tenant could stay by repairing the unit as set forth in RCW 59.18.100.

FAQ's for Landlords Operating in Unincorporated King County

- Landlord and tenant live together in the same unit and the landlord intends to discontinue leasing to a tenant in the owner's own dwelling unit in which the owner resides. (30-day notice) [King County Code 12.25.030 A.10.a](#)
- Landlord no longer wants to rent to a tenant who lives in an accessory dwelling unit on the property in which the landlord also lives. (30-day notice) [King County Code 12.25.030 A.10.b](#)
- Landlord no longer wants to lease to a tenant who lives in a single-family home and the landlord lives in an accessory dwelling unit on the same lot. (30-day notice) [King County Code 12.25.030 A.10.c](#)
- Tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises or on the property or public right-of-way abutting the premises. (30-day notice). Engaging in criminal activity means engaging in:
 - drug-related activity that is in violation of chapters 69.41, 69.50, or 69.52 RCW
 - activity that is a crime under the laws of the state but only if the crime substantially affects the health or safety of any person, which means:
 - activity is imminently hazardous to the physical safety of any person;
 - the activity entails physical assaults upon another person that result in an arrest;
 - activity entails the unlawful use of a firearm or other deadly weapon as defined in RCW 9A.04.110 that results in an arrest; or
 - activity renders people in at least two or more units insecure in life or the use of property that injures or endangers the safety or health of people in at least two or more units.
 - The court can consider the totality of the situation for the criminal activity cause.
- Tenant knowingly allows an animal who has been declared vicious in accordance with King County Code Title 11 to stay in the unit. (30-day notice) [King County Code 12.25.030 A.12.i](#), [12.25.030 A.12.ii](#)

Violations of the King County Code

Landlords are liable for greater than double the tenant's economic or noneconomic damages or three times the monthly rent and reasonable litigation costs and attorney's fees for violations of the County's code violations.

If the landlord refuses to rent to a prospective tenant who does not provide a Social Security Number, the landlord is liable for the greater of the tenant's economic and noneconomic damages or one month of rent of the rental unit and reasonable litigation costs and attorney's fees.