

NOTICE REQUESTING REPAIRS

Date:

Landlord's name and address:

Dear :

This is to notify you that the rental unit at which you manage and which I occupy needs repairs for the following defects. I am also including a good faith estimate of the cost of these repairs:

1. _____

2. _____

3. _____

The Washington Residential Landlord Tenant Act requires that the landlord begin to make repairs requested by a tenant within a specific time period as follows:

1. Twenty-four (24) hours to repair the loss of hot or cold water, heat or electricity, or a condition imminently hazardous to life.
2. Seventy-two (72) hours when the defect deprives the tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by the landlord.
3. Ten (10) days in all other cases.

A list of landlord responsibilities required by the act is attached. If the repairs are not completed within the applicable period of time, I intend to use the remedies provided in the Landlord-Tenant Act.

Sincerely,
(sign your name)
(print your name)

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:

- (1) Maintain the premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation which the legislative body enacting the applicable code, statute, ordinance, or regulation could enforce as to the premises rented if such condition substantially endangers or impairs the health or safety of the tenant;
- (2) Maintain the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components in reasonably good repair so as to be usable and capable of resisting any and all normal forces and loads to which they may be subjected;
- (3) Keep any shared or common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident;
- (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;
- (5) Except where the condition is attributable to normal wear and tear, make repairs and arrangements necessary to put and keep the premises in as good condition as it by law or rental agreement should have been, at the commencement of the tenancy;
- (6) Provide reasonably adequate locks and furnish keys to the tenant;
- (7) Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by the landlord in reasonably good working order;
- (8) Maintain the dwelling unit in reasonably weathertight condition;
- (9) Except in the case of a single family residence, provide and maintain appropriate receptacles in common areas for the removal of ashes, rubbish, and garbage, incidental to the occupancy and arrange for the reasonable and regular removal of such waste;
- (10) Except where the building is not equipped for the purpose, provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant;
- (11) Provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW 48.48.140. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW 48.48.140(3). The notice must be signed by the tenant and the landlord or the landlord's authorized agent with copies provided to both parties.
- (12) Designate to the tenant the name and address of the person who is the landlord by a statement on the rental agreement or by a notice conspicuously posted on the premises. The tenant shall be notified of any changes immediately by certified mail or by an updated posting. If the person designated in this section does not reside in the state where the premises are located, there shall also be designated a person who resides in the county who is authorized to act as an agent for the purposes of service of notices and process, and if no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered such agent.

No duty shall devolve upon the landlord to repair a defective condition under this section, nor shall any defense or remedy be available to the tenant under this chapter, where the defective condition complained of was caused by the conduct of such tenant, his family, invitee, or other person acting under his control, or where a tenant unreasonably fails to allow the landlord access to the property for purposes of repair. When the duty imposed by subsection (1) of this section is incompatible with and greater than the duty imposed by any other provisions of this section, the landlord's duty shall be determined pursuant to subsection (1) of this section.