

Residential Rental Agreement Termination - Military Tenant Rights and Responsibilities (Washington)

PREPARED BY: United States Coast Guard
13th District Legal Office
915 2nd Ave, Room 3462
Seattle, WA 98174
Phone: (206) 220-7110
Fax: (206) 220-7119

AUTHORITY:

There are two laws that govern the rights and responsibilities of tenants who are military members seeking to terminate a residential agreement (lease) in the State of Washington.

- Residential Landlord-Tenant Act of 1973 (RLTA) (RCW 59.18.010 et seq.) is Washington State law applicable to all tenants (military or otherwise) renting a dwelling unit for living purposes. It also provides specific protections for military members.
- Servicemembers Civil Relief Act (SCRA); (50 USC App. § 535). Federal law protections specifically for active duty military members.

Washington law generally provides more advantageous protections for members but a smaller window of opportunity in which to invoke them. If they are not timely invoked, members may rely on the SCRA protections.

TERMINATION OF RENTAL AGREEMENTS

Typical termination of tenancy for any tenant under Washington law (59.18.200-220):

- Month-to-month tenancy requires 20 days written notice before end of month
- Tenancy for Specified-time will terminate according to the specified time on the rental agreement. However most leases still require tenant to give written notice of intent to terminate. If such notice is not provided by tenant the lease will be converted to a month to month tenancy.

Armed Forces Termination

Washington State Law (RLTA) (59.18.200-220)

- Month-to-month - less than 20-days written notice is permitted *if reassignment or deployment orders prevent providing 20- day notice.*
- Specified-time - termination before the end of the specified term is permitted if orders prevent completion of term; but member must provide copy of orders to landlord (LL) not more than 7 days after member gets them. It is also advisable to provide written notice of intent to vacate along with military orders.

SCRA (50 USC App § 535)

- Tenant at his/her option may provide written notice of intent to terminate a lease any time after date of military orders to PCS or deploy for *90 days or more.* (Not TAD automatically - must be out of the geographic area).
- Once notice is given - termination is effective 30 days after the next rent "due date" (if not monthly rental payment - last day of the month following month notice is given)
→ So Washington law allows for more immediate effective date so long as member acts w/in 7 days of receipt of orders.
- Applies to residential and professional/business leases occupied by member or dependent.

- Provide written notice of termination and copy of orders by hand delivery or mail to LL address

SECURITY DEPOSIT (59.18.260-280)

- There is no limit on the amount of deposit LL can charge.
- In a month to month tenancy, the LL can change amount of deposit required w/ 30 days written notice.
- If security deposit is collected the LL must ensure the following:
 - Written rental agreement with terms about the conditions of withholding a deposit.
 - Checklist at the beginning of the tenancy describing the property condition/damages and signed & dated by both LL & Tenant; copy to the Tenant.
 - Money collected must be placed into trust account (with interest – LL entitled to the interest).
 - Written receipt with name of depository provided to the Tenant.
- LL must refund or provide written statement to Tenant w/in 14 days of vacating the premises describing the basis for any withholding of deposit – sent to Tenant's last known address (careful that may be the residence you just rented).
- If LL violates laws regarding security deposit – Tenants remedies may include return of the full deposit (not automatic though given equitable considerations in favor of the LL).
 - If intentional withholding of refund or statement – up to 2x deposit can be awarded
- No withholding for ordinary wear and usage. Request a checkout inspection in the AM to allow time for cleaning/repairs in the PM. (take photographs documenting checkout conditions if necessary)

ROOMMATES

- Other roommates may still be liable for rent even though the service member is allowed to terminate the lease early. Consider the increased rent that they now must pay based on your absence.
- Beware of declining to invoke legal protections under these laws because of your intention to “help out” the remaining Tenants (particularly – boyfriend/girlfriends)
- Significant others (boy/girlfriends) do not get same protections that spouses or other dependants receive.

SCRA CELL PHONE SERVICE PROTECTIONS *New 2008*

Member who deploys OCONUS for more than 90 days or PCS out of area may request termination or suspension of existing cellular phone contract without penalty if:

- ability to satisfy contract or use the service is materially affected by the deployment or PCS
- Written request to cell provider with military orders attached
- Deployment OCONUS – cell server must permit suspension of service without extending the contract
- No early termination or reactivation fee by cell server is allowed