

Landlord Habitability Standards Certification Form

Rental Address _____

Client/Tenant Name _____

I, as landlord/owner/lessor/sub lessor or designated representative, of the above address, certify that the above unit meets the provisions outlined in Landlord Tenant Act (RCW 59.18.060) attached. Failure to comply with state law may result in termination of rental assistance payments.

When was the rental unit built?

Prior to 1978

1978 or later

Landlord / Owner Signature _____

Landlord / Owner Name Printed _____

Phone _____

Date _____

Opportunity Council reserves the right to visually inspect any unit receiving rental assistance payments to review compliance with this certification and a lead based paint inspection if the household composition changes and a child 6 or under occupies the home.

RCW 59.18.030

Definitions

"Landlord" means the owner, lessor, or sub lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub lessor including, but not limited to, an agent, a resident manager, or a designated property manager.

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 endangers or impairs the health or safety of the tenant;
- (2) Maintain the structural components including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable;
- (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; maintain and safeguard with reasonable care any master key or duplicate keys.
- (7) Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by him or her in reasonably good working order;
- (8) Maintain the dwelling unit in reasonably weather tight 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) Provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant;
- (11)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW [43.44.110](#). 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 [43.44.110](#)(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:
 - (i) Whether the smoke detection device is hard-wired or battery operated;
 - (ii) Whether the building has a fire sprinkler system;
 - (iii) Whether the building has a fire alarm system;
 - (iv) Whether the building has a smoking policy, and what that policy is;
 - (v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;

- (vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and
- (vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.
- (b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.
- (c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;

(12) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's web site or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;

(13) The landlord and his or her agents and employees are immune from civil liability for failure to comply with subsection (12) of this section except where the landlord and his or her agents and employees knowingly and intentionally do not comply with subsection (12) of this section; and

(14) 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 immediately of any changes in writing, which must be either (a) delivered personally to the tenant or (b) mailed to the tenant and conspicuously posted on the premises. 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. Regardless of such designation, any owner who resides outside the state and who violates a provision of this chapter is deemed to have submitted himself or herself to the jurisdiction of the courts of this state and personal service of any process may be made on the owner outside the state with the same force and effect as personal service within the state. Any summons or process served out-of-state must contain the same information and be served in the same manner as personal service of summons or process served within the state, except the summons or process must require the party to appear and answer within sixty days after such personal service out of the state. In an action for a violation of this chapter that is filed under chapter [12.40](#) RCW, service of the notice of claim outside the state must contain the same information and be served in the same manner as required under chapter [12.40](#) RCW, except the date on which the party is required to appear must not be less than sixty days from the date of service of the notice of claim.

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 or her family, invitee, or other person acting under his or her 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.