

Renting in Seattle

MOVING OUT

There is a lot to know about ending a rental agreement. This brochure discusses what to do when you want to move out or when your landlord gives you notice to move. It also talks about security deposit return, landlord access and the eviction process.

Visit www.seattle.gov/rentinginseattle or call the **Renting in Seattle Helpline** at (206) 684-5700.



When You Want To Move

- If you rent month to month, you need to provide a minimum of 20 days written notice to your landlord prior to the end of the month you want to leave.
- If you have a lease for a specific period, refer to the lease agreement to check the notice requirements.
- Failure to give proper notice might make you responsible for rent in the following rental period.
- Breaking a lease is allowed by law under very rare and specific circumstances. If you must end your lease before it expires, try to negotiate a mutual termination with your landlord and seek legal advice if necessary.



*Hello?
My landlord gave
me a notice...*

When Your Landlord Wants You to Move

If you have a lease, review the section on how the lease ends. If it ends on a certain date, provides no option to renew and does not revert to a month to month agreement, you may need to leave according to the lease.

- If you rent month to month, your landlord must have a *just cause* to terminate your tenancy. A written notice must state the just cause reason clearly and provide the required notice period to vacate your unit. There are 18 just cause reasons which can be found on www.seattle.gov/rentinginseattle.
- Some just cause reasons require a landlord to pay relocation assistance.
- If you get a notice from your landlord requiring you to move, call the Renting in Seattle Helpline to see if it is a valid notice that meets all legal requirements.



Move-out Condition

- You are required by law to return the unit in the same condition you found it minus reasonable wear and tear.
- Your landlord should have provided a move-in checklist at the time you entered into your rental agreement and must rely on that checklist to determine if you damaged the unit.
- If damage exists, your landlord must consider the age and condition of the damaged item and cannot charge more than its actual value.
- An exit walkthrough with your landlord is a common practice but not required by law. Take care to document the condition of your unit before returning keys. Photos and video may be helpful if there is a dispute about your deposit return.

	Conditions at Move-in time	Conditions at Move-out time
Carpet	✓ Fair condition - some fading/ tracks	✓ Same
Curtains	✓ Good condition	✗ Damaged by the cat
Countertops	✓ 1" burn mark by sink	✓ Same
Paint	✓ Newly painted throughout	✗ Unapproved painting in bedroom

Deposit Return

- Within 21 days of the end of the rental agreement, your landlord must refund your deposit or provide a full and specific statement, explaining why any portion of the deposit is being withheld.
- Contact the Renting in Seattle Helpline if your landlord does not comply with the 21-day requirement.
- Disputes about damage versus wear and tear, the cost of repairs and unpaid bills, must be resolved through mediation through the Dispute Resolution Center of King County, www.kcdrc.org or through small claims court, www.kingcounty.gov/courts/district-court/small-claims.aspx.



Landlord Access

- Your landlord has a right to show your unit to prospective renters, workers or buyers with 1 day advance notice.
- Access for necessary or agreed upon repairs requires 2 days advance notice.
- You can deny access if you have a genuine reason such as a scheduling conflict but make sure you provide alternative dates and times.
- Both you and your landlord must be reasonable about access to the unit.



Eviction

A landlord must secure a *Writ of Restitution* from superior court to evict a tenant.

The process begins with a notice to comply or vacate. If the tenant fails to resolve the notice before it expires, the landlord can file an 'unlawful detainer' in superior court and serve the tenant with a summons and complaint. The tenant must respond by the deadline stated or risk a default judgement. A judge ultimately decides the outcome at a *show cause* hearing.

It is essential to get legal help immediately if you get a notice from your landlord and try to avoid eviction if it all possible. An eviction on your rental record can make renting in the future very challenging and can also damage your credit.

Call the Renting in Seattle Helpline for more information.



City of Seattle

Seattle.gov/rentinginseattle
Helpline (206) 684-5700



Seattle believes in inclusion and equity. Immigrants and refugees are welcome. City employees do not ask about citizenship status and serve all residents regardless of immigration status.

If you have a disability and would like to receive information from us in an alternative format please call our helpline. Our TTY line is (206) 233-7156.



Interpretation is always available. This document is available in:

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