

RCW 59.18.280 Moneys paid as deposit or security for performance by tenant—Statement and notice of basis for retention—Remedies for landlord's failure to make refund—Exception. (1)(a) Within 30 days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises as defined in RCW 59.18.310, within 30 days after the landlord learns of the abandonment, the landlord shall give a full and specific statement of the basis for retaining any of the deposit, and any documentation required by (b) of this subsection, together with the payment of any refund due the tenant under the terms and conditions of the rental agreement.

The landlord complies with this subsection if these are delivered to the tenant personally or deposited in the United States mail properly addressed to the tenant's last known address with first-class postage prepaid within the 30 days.

(b) With the statement required by (a) of this subsection, the landlord shall include copies of estimates received or invoices paid to reasonably substantiate damage charges. Where repairs are performed by the landlord or the landlord's employee, if a deduction is made for materials or supplies, the landlord shall provide a copy of the bill, invoice, or receipt. The landlord may document the cost of materials or supplies already in the landlord's possession or purchased on an ongoing basis by providing a copy of a bill, invoice, receipt, vendor price list, or other vendor document that reasonably documents the cost of the item used in the repair or cleaning of the unit. Where repairs are performed by the landlord or the landlord's employee, the landlord shall include a statement of the time spent performing repairs and the reasonable hourly rate charged.

(c) No portion of any deposit may be withheld:

(i) For wear resulting from ordinary use of the premises;

(ii) For carpet cleaning unless the landlord documents wear to the carpet that is beyond wear resulting from ordinary use of the premises;

(iii) For the costs of repair and replacement of fixtures, equipment, appliances, and furnishings if their condition was not reasonably documented in the written checklist required under RCW 59.18.260; or

(iv) In excess of the cost of repair or replacement of the damaged portion in situations in which the premises, including fixtures, equipment, appliances, and furnishings, are damaged in excess of wear resulting from ordinary use of the premises but the damage does not encompass the item's entirety.

(2) If the landlord fails to give the statement and any documentation required by subsection (1) of this section together with any refund due the tenant within the time limits specified in subsection (1) of this section he or she shall be liable to the tenant for the full amount of the deposit. The landlord is also barred in any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement and any documentation within the 30 days or that the tenant abandoned the premises as defined in RCW 59.18.310. The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of the landlord to give the statement, documentation, or refund due unless the landlord shows that circumstances beyond the

landlord's control prevented the landlord from providing the statement and any such documentation within 30 days or that the tenant abandoned the premises as described in RCW 59.18.310. In any action brought by the tenant to recover the deposit, the prevailing party shall additionally be entitled to the cost of suit or arbitration including a reasonable attorneys' fee.

(3) (a) Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorneys' fees. However, if the landlord seeks reimbursement for damages from the landlord mitigation program pursuant to RCW 43.31.605(1)(d), the landlord is prohibited from retaining any portion of the tenant's damage or security deposit or proceeding against the tenant who terminates under RCW 59.18.575 to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property.

(b) Damages for wear resulting from ordinary use of the premises or not substantiated by documentation equivalent to that required in subsection (1) of this section may not be charged to the tenant, reported to any consumer reporting agency, tenant screening service, or prospective landlord, or submitted for collection by any third-party agency.

(c) For tenancies with rental agreements initiated on or after July 23, 2023, any lawsuit filed against a tenant to recover sums exceeding the amount of the deposit shall be commenced within three years of the termination of the rental agreement or the tenant's abandonment of the premises.

(4) The requirements with respect to checklists and documentation that are set forth in RCW 59.18.260 and this section do not apply to situations in which part or all of a security deposit is withheld by the landlord for reasons unrelated to damages to the premises, fixtures, equipment, appliances, and furnishings, such as for rent or other charges owing. [2023 c 331 § 4; 2022 c 196 § 3; 2016 c 66 § 4; 2010 c 8 § 19027; 1989 c 342 § 9; 1983 c 264 § 7; 1973 1st ex.s. c 207 § 28.]

Findings—Intent—2023 c 331: See note following RCW 59.18.030.

Finding—Intent—2022 c 196: See note following RCW 43.31.605.