

**RCW 59.18.110 Failure of landlord to carry out duties—
Determination by court or arbitrator—Judgment against landlord for
diminished rental value and repair costs—Enforcement of judgment—
Reduction in rent under certain conditions.** (1) If a court or an
arbitrator determines that:

(a) A landlord has failed to carry out a duty or duties imposed
by RCW 59.18.060; and

(b) A reasonable time has passed for the landlord to remedy the
defective condition following notice to the landlord in accordance
with RCW 59.18.070 or such other time as may be allotted by the court
or arbitrator; the court or arbitrator may determine the diminution in
rental value of the premises due to the defective condition and shall
render judgment against the landlord for the rent paid in excess of
such diminished rental value from the time of notice of such defect to
the time of decision and any costs of repair done pursuant to RCW
59.18.100 for which no deduction has been previously made. Such
decisions may be enforced as other judgments at law and shall be
available to the tenant as a set-off against any existing or
subsequent claims of the landlord.

The court or arbitrator may also authorize the tenant to make or
contract to make further corrective repairs and the tenant may deduct
from the rent the cost of such repairs, as long as the court specifies
a time period in which the landlord may make such repairs before the
tenant may commence or contract for such repairs.

(2) The tenant shall not be obligated to pay rent in excess of
the diminished rental value of the premises until such defect or
defects are corrected by the landlord or until the court or arbitrator
determines otherwise. [2011 c 132 § 7; 1973 1st ex.s. c 207 § 11.]