

RCW 59.18.260 Moneys paid as deposit or security for performance by tenant—Written rental agreement to specify terms and conditions for retention by landlord—Written checklist required.

(1) If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify.

(2) No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement is provided by the landlord to the tenant at the commencement of the tenancy specifically describing the condition and cleanliness of or existing damages to the premises, fixtures, equipment, appliances, and furnishings including, but not limited to:

- (a) Walls, including wall paint and wallpaper;
- (b) Carpets and other flooring;
- (c) Furniture; and
- (d) Appliances.

(3) The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. The tenant has the right to request one free replacement copy of the written checklist.

(4) No such deposit shall be withheld on account of wear resulting from ordinary use of the premises.

(5) If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280. [2023 c 331 § 3; 2011 c 132 § 13; 1983 c 264 § 6; 1973 1st ex.s. c 207 § 26.]

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