Ledger Disputes

THE WASHINGTON STATE EVICTION MORATORIUM IS OVER

There are NO moratoriums anywhere in Washington.

If your landlord disputes the amount you have paid in rent or is attempting to charge you more than you believe you owe, the information in this guide may help. For all issues not addressed by this guide or if you believe your landlord is breaking the law, contact the King County Tenant Resource Line.

If you think your landlord hasn't been keeping proper track of payments and charges or they've made mistakes with what they're charging, follow these steps:

1. Get a copy of your ledger.

   What's a ledger? Your landlord is supposed to keep a record of how much they charge you and any payments you have made. This document is called a ledger.

2. Review your ledger to see if it is missing any payments you know you've made or if there are any inappropriate charges.

3. Highlight any issues and send your landlord a copy of the ledger that shows where payments are missing or there are improper charges. When you send this marked-up ledger to your landlord, include proof of any payments that are missing (i.e. money order receipts, printouts of email confirmation of payment, etc.)

4. If your landlord refuses to fix the ledger, you will have to either deal with the issue in an eviction hearing or in small claims court.

My Landlord and I Disagree About the Amount of Rent I've Paid

Although your landlord is required to document rent payments, disputes over how much has been paid sometimes occur. To ensure your landlord does not double-charge you rent or make other mistakes, make sure you keep your own records of everything you pay to your landlord.

Make sure you keep proof of any payments you have made to your landlord. If your landlord accepts rent in the form of cash, they are required by law to provide you with a receipt. If you pay using any other method, all you have to do is ask your landlord for a receipt and they must give you one. It's the law!

If you pay your rent by check, note on the check that it is for rent. If you pay rent through a phone app, a tenant portal, or some other online payment platform, title your payment as "rent" so it is clear what the payment is for.

Rent vs. Fees and Deposits

Rent refers to any recurring and periodic charges and can include monthly utility payments and recurring parking charges. Fees and deposits are one-time payments. One-time pet deposits, parking fees, security deposits, and other non-recurring charges are not rent. Seattle is unique because charges for parking are always considered fees, even if they are recurring.

Appropriate Late Fees

Your landlord cannot charge you late fees for rent paid within five days of the due date. State law does not set any limits on how much a landlord can charge as a late fee. However, some towns and cities have set limits. The following places have limited late fees:

Jurisdiction	Max Late Fee
Auburn	$10
Burien	$10
Kenmore	1.5% monthly rent
King County Unincorporated	1.5% monthly rent
Redmond	1.5% monthly rent
Seattle	$10
SeaTac (Ord. 23-1009, not yet codified)	2% monthly rent
Shoreline	1.5% monthly rent

If you don't see your town or city listed here, then there is no limit on how much your landlord can charge as a late fee.

You should not have any late fees in your ledger for back rent from between March 1, 2020 to December 31, 2021, as landlords were not allowed to charge late fees for back rent owing during this time.

My Landlord is Charging Me for Fees and Rent I Don't Think I Owe

If you think you're being charged for illegal or improper fees, check your lease. Your landlord cannot charge you for fees or charges which are not included in the lease.

In Seattle, landlords cannot charge any fee for preparing or posting a notice (such as a Notice to Pay Rent or Vacate).

Parking

If you are being charged for a parking spot you no longer use, check your lease. If your lease allows you to terminate your use of a reserved parking space, you must provide written notice that you no longer need the space to end those charges. You will be required to pay all parking charges prior to providing written notice to your landlord.

Utilities

Your lease will say whether you should pay the utility companies directly or if your landlord will pay them and you should pay your landlord as a middleman. If you are supposed to pay the utility company directly but receive a utility fee from your landlord, it is possible the utility company passed unpaid bills on to your landlord rather than shutting off services. Check your utility bills to ensure you have paid them all, it is likely you have not. Utility bills are considered rent rather than fees and unpaid utility bills can lead to an eviction.

My Landlord Is Charging Me Legal Fees

Your landlord cannot charge you for legal or attorneys' fees without a court order saying so. Sometimes, landlords put language in a tenant's lease saying the tenant will always pay the landlord's legal fees or will pay if the landlord wins (and if the landlord chooses to end a case against the tenant, they declare that to be the landlord winning). This is not enforceable. Only the court can hold a tenant responsible for any of the landlord's attorneys' fees.

My Landlord is Withholding a Charge That I Thought Was Refundable

Under Washington law, any fee that is non-refundable MUST be explicitly labelled "nonrefundable" or they become refundable.

Additionally, anything labeled as a deposit is refundable. There is no such thing as a non-refundable deposit. If you believed a fee to be refundable but your landlord is claiming it is not, check your lease. Non-refundable fees must be clearly labeled as non-refundable.

My Landlord Raised my Rent and I'm Not Sure if I Should Pay the New Amount

Your landlord is required to provide you a written notice 60 days before raising your rent, according to RCW 59.18.140. They also cannot raise your rent before the end of your lease.

My Landlord is Refusing to Accept My Rent Payments

Landlords sometimes refuse rent because accepting rent payments may limit their ability to evict their tenants at a later date. If your landlord refuses to accept your rent payments, they are not necessarily waiving your responsibility to pay that rent. You may still be required to pay the denied rent at a later date. It is important that you save any refused rent payments so that it is available if you are later required to pay.

I've Had a Change in Income That My Housing Assistance Voucher Doesn't Reflect

You must report changes in income and family to the appropriate housing authority for your voucher to adjust for the change. Below are links to report these changes.

- Seattle Housing Authority: https://www.seattlehousing.org/housing/housing-choice-vouchers/renting-with-a-voucher/income-and-family-changes-housing-choice
- King County Housing Authority: https://www.kcha.org/residents/vouchers/changes

- All other housing authorities: http://www.awha.org/find-a-housing-authority.html

My Rent Was Raised and I'm Not Sure if I Should Pay the Difference

RCW 19.18.140 requires your landlord to provide written notice of rent increases 60 days before the increase takes effect. They also cannot raise your rent before the end of your lease.

If you receive income-based housing assistance, your landlord only needs to provide 30 days notice and increases can take effect before the end of your lease if and only if you consent to the change. If you do not consent to the increase, they must wait till the end of your lease to raise the rent.

I Paid My Rent in Full but My Landlord Used the Money for Fees Instead

Your landlord must apply any payments you make to the current month's rent before applying it to any back rent, fees, or other charges, according to RCW 59.18.283. If they apply your rent payment to a fee or charge before that's month's rent, they are breaking the law.

I Paid My Rent in Full but My Landlord Issued a Pay or Vacate Notice for Unpaid Fees

Your landlord cannot evict you for a non-rent charge. The law defines "rent" as "recurring or periodic charges identified in the rental agreement for the use and occupancy of the premises." If you are responsible for utilities every month, those may be counted as rent. However, charges for things like late fees, legal costs, and tenant-cause repairs are NOT rent. If you get a Notice to Pay Rent or Vacate for any non-rent fee, then the notice likely is not valid.

FOR MORE INFORMATION

King County Tenant Resource Line: (206) 580-0762

The Resource Line is open Monday through Friday, from 9 AM to 1 PM (except holidays).

Tenant Services Hotline Solid Ground

206-694-6767 Calls accepted M, T, & Th 10:30am-1:30pm

tenantwa@solid-ground.org

Tenant Law Center does renters' rights presentations with Solid Ground. To attend a Solid Ground Rent Smart Webinar, register here: https://www.solid-ground.org/get-help/housing/for-tenants/tenant-webinars/

If you have received a Summons and Complaint contact:

In King County: Housing Justice Project - 206-267-7069

Outside of King County - 1-855-657-8387