

## Landlord Certification of Habitability

Owner/Landlord Name: \_\_\_\_\_

Rental Unit Address: \_\_\_\_\_

AHAH-RAP Awardee Name: \_\_\_\_\_

I, as landlord/owner/lessor/sub lessor or designated representative, of the above address, certify that the above dwelling meets all relevant provisions outlined in Landlord Tenant Act ([Title 59 RCW](#)) in its current form. Failure to comply with state law may result in termination of rental assistance payments as outlined in the Landlord Rental Assistance Payment Agreement.

When was the rental unit built?

- Prior to 1978 \*
- 1978 or later
- N/A-Lot Rent Only

\*If the unit was built prior to 1978, a [Lead-Based Paint Disclosure](#) must be completed and submitted as an attachment to this document.

The Washington State Department of Commerce and representatives of the Apple Health and Homes Rental Assistance Program reserves the right to visually inspect any units under review for a voucher or under contract with the AHAH-RAP program to ensure compliance with habitability standards, including lead-based paint safety requirements. In addition, the AHAH-RAP program responds to all habitability complaints with an initial review within 10 business days. Review includes, but is not limited to, request and review of required documentation and/or visual inspection of the unit. A final determination will be provided to the awardee, their FCS Provider and the Landlord including any action that must be taken to resolve the complaint. Landlords are required to resolve all habitability concerns in the timeframes outlined in the determination. Failure to resolve a habitability complaint in a timely manner violates the Landlord Rental Assistance Payment Agreement and may lead to suspension, reduction or termination of Rental Assistance Payments or termination of the Landlord Rental Assistance Payment Agreement.

Landlord / Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord / Owner Name Printed \_\_\_\_\_ Phone \_\_\_\_\_

### RCW 59.18.030 Definitions

"Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

### RCW 59.18.060 Landlord — Duties

The landlord will at all times during the tenancy keep the premises fit for human habitation, and shall in particular:

- (1) Maintain the premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which the legislative body enacting the applicable code, statute, ordinance or regulation could enforce as to the premises rented if such condition endangers or impairs the health or safety of the tenant;
- (2) Maintain the structural components including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable;
- (3) Keep any shared or common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident;
- (4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant;
- (5) Except where the condition is attributable to wear resulting from ordinary use of the premises, make repairs and arrangements necessary to put and keep the premises in as good condition as it by law or rental agreement should have been, at the commencement of the tenancy;
- (6) Provide reasonably adequate locks and furnish keys to the tenant;
- (7) Maintain and safeguard with reasonable care any master key or duplicate keys to the dwelling unit;
- (8) Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by him or her in reasonably good working order;
- (9) Maintain the dwelling unit in reasonably weathertight condition;
- (10) Except in the case of a single-family residence, provide and maintain appropriate receptacles in common areas for the removal of ashes, rubbish, and garbage, incidental to the occupancy and arrange for the reasonable and regular removal of such waste;
- (11) Provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant;
  - (a) The landlord may not effect an involuntary termination of electric utility or water service due to lack of payment to any tenant on any day for which the national weather service has issued or has announced that it intends to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert, for the area in which the tenant's address is located.
  - (b)(i) A tenant at whose dwelling electric or water utility service has been disconnected for lack of payment may request that the landlord reconnect service on any day for which the national weather service has issued or has announced that it intends to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert, for the area in which the tenant's address is located. The landlord shall inform all tenants in the notice of disconnection of the ability to seek reconnection and provide clear and specific information on how to make that request, including how to contact the landlord.
  - (ii) Upon receipt of a request made pursuant to (b)(i) of this subsection, the landlord shall promptly make a reasonable attempt to reconnect service to the dwelling. The landlord, in connection with a request made pursuant to (b)(i) of this subsection, may require the tenant to enter into a payment plan prior to reconnecting service to the dwelling. If the landlord requires the tenant to enter into a repayment plan, the repayment plan must comply with (c) of this subsection.
  - (c) A repayment plan required by a landlord pursuant to (b)(i) of this subsection will be designed both to pay the past due bill by the following May 15th, or as soon as possible after May 15th if needed to maintain monthly payments that are no greater than six percent of the tenant's monthly income, and to pay for continued utility service. The plan may not require monthly payments in excess of six percent of the tenant's monthly income. A tenant may agree to pay a higher

percentage during this period, but will not be in default unless payment during this period is less than six percent of the tenant's monthly income. If assistance payments are received by the tenant subsequent to implementation of the plan, the tenant shall contact the landlord to reformulate the plan;

(12)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW [43.44.110](#). The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW [43.44.110](#)(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:

- (i) Whether the smoke detection device is hard-wired or battery operated;
- (ii) Whether the building has a fire sprinkler system;
- (iii) Whether the building has a fire alarm system;
- (iv) Whether the building has a smoking policy, and what that policy is;
- (v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;
- (vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and
- (vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.

(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.

(c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;

(13) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's website or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;

(14) The landlord and his or her agents and employees are immune from civil liability for failure to comply with subsection (13) of this section except where the landlord and his or her agents and employees knowingly and intentionally do not comply with subsection (13) of this section; and

(15) Designate to the tenant the name and address of the person who is the landlord by a statement on the rental agreement or by a notice conspicuously posted on the premises. The tenant shall be notified immediately of any changes in writing, which must be either (a) delivered personally to the tenant or (b) mailed to the tenant and conspicuously posted on the premises. If the person designated in this section does not reside in the state where the premises are located, there shall also be designated a person who resides in the county who is authorized to act as an agent for the purposes of service of notices and process, and if no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered such agent. Regardless of such designation, any owner who resides outside the state and who violates a provision of this chapter is deemed to have submitted himself or herself to the jurisdiction of the courts of this state and personal service of any process may be made on the owner outside the state with the same force and effect as personal service within the state. Any summons or process served out-of-state must contain the same information and be served in the same manner as personal service of summons or process served within the state, except the summons or process must require the party to appear and answer within 60 days after such

personal service out of the state. In an action for a violation of this chapter that is filed under chapter [12.40](#) RCW, service of the notice of claim outside the state must contain the same information and be served in the same manner as required under chapter [12.40](#) RCW, except the date on which the party is required to appear must not be less than 60 days from the date of service of the notice of claim.

No duty shall devolve upon the landlord to repair a defective condition under this section, nor shall any defense or remedy be available to the tenant under this chapter, where the defective condition complained of was caused by the conduct of such tenant, his or her family, invitee, or other person acting under his or her control, or where a tenant unreasonably fails to allow the landlord access to the property for purposes of repair. When the duty imposed by subsection (1) of this section is incompatible with and greater than the duty imposed by any other provisions of this section, the landlord's duty shall be determined pursuant to subsection (1) of this section.

### **[RCW 59.20.130](#) Duties of Landlord**

It shall be the duty of the landlord to:

- (1) Comply with codes, statutes, ordinances, and administrative rules applicable to the mobile home park;
- (2) Maintain the common premises and prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water when such condition is not the fault of the tenant;
- (3) Keep any shared or common premises reasonably clean, sanitary, and safe from defects to reduce the hazards of fire or accident;
- (4) Keep all common premises of the mobile home park, and vacant mobile home lots, not in the possession of tenants, free of weeds or plant growth noxious and detrimental to the health of the tenants and free from potentially injurious or unsightly objects and condition;
- (5) Exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests dangerous to the health and safety of the tenant whenever infestation exists on the common premises or whenever infestation occurs in the interior of a mobile home, manufactured home, or park model as a result of infestation existing on the common premises;
- (6) Maintain and protect all utilities provided to the mobile home, manufactured home, or park model in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home, manufactured home, or park model utilities "hook-ups" connect to those provided by the landlord or utility company;
- (7) Respect the privacy of the tenants and shall have no right of entry to a mobile home, manufactured home, or park model without the prior written consent of the occupant, except in case of emergency or when the occupant has abandoned the mobile home, manufactured home, or park model. Such consent may be revoked in writing by the occupant at any time. The ownership or management shall have a right of entry upon the land upon which a mobile home, manufactured home, or park model is situated for maintenance of utilities, to insure [ensure] compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and the rules of the park, and protection of the mobile home park at any reasonable time or in an emergency, but not in a manner or at a time which would interfere with the occupant's quiet enjoyment. The ownership or management shall make a reasonable effort to notify the tenant of their intention of entry upon the land which a mobile home, manufactured home, or park model is located prior to entry;
- (8) Allow tenants freedom of choice in the purchase of goods and services, and not unreasonably restrict access to the mobile home park for such purposes;
- (9) Maintain roads within the mobile home park in good condition; and
- (10) Notify each tenant within five days after a petition has been filed by the landlord for a change in the zoning of the land where the mobile home park is located and make a description of the change available to the tenant.

A landlord shall not have a duty to repair a defective condition under this section, nor shall any defense or remedy be available to the tenant under this chapter, if the defective condition complained of was caused by the conduct of the tenant, the tenant's family, invitee, or other person acting under the tenant's control, or if a tenant unreasonably fails to allow the landlord access to the property for purposes of repair.