

Protect Renters from Unreasonable Damage Charges

Tenants should not fall into debt because of exaggerated, unsubstantiated damage claims.

At the end of a tenancy, landlords have the right to hold tenants liable for damage done to the unit. But weaknesses in current law make it easy for landlords to overcharge tenants for repairs, and difficult for tenants to contest unfair damage claims.

Landlords don't have to provide much proof at all about those damages, and a vague standard for "normal wear and tear" give tenants little evidence with which to contest damage charges. Unscrupulous landlords often shift the costs of routine cleaning and maintenance onto tenants. Even short-term tenants can be charged thousands of dollars to replace worn fixtures like carpets and appliances that have reached the end of their useful life.

Tenants with unpaid debt to a previous landlord can be rejected from future housing on the basis of that debt. When landlords overcharge tenants for damage and then report those charges to a collection agency, a tenant screening company, or a future landlord, it raises a low-income tenant's risk of falling into homelessness after the tenancy ends.

Washington needs to protect low-income renters who are prevented from gaining new housing by debt to a previous landlord that they cannot verify or contest.

House Bill 2520 would:

- Establish a definition of "wear and tear" to clarify what constitutes a legitimate claim for damage;
- Require that landlords provide full and specific documentation of the costs of repairs at the end of tenancy;
- Ensure that tenants never have to pay the full cost of replacement for fixtures that have outlived their useful life;
- Establish a tenant's right to request a move-out walkthrough, giving them the opportunity to make necessary repairs before the end of tenancy; and
- Protect tenants from being denied subsequent rental opportunities because of unsubstantiated damage claims from a previous landlord.

