

NOTICE OF TENANT RIGHTS

CH. 8.16 WMC

This is a mandatory notice pursuant to Chapter 8.16 of the Woodinville Municipal Code (WMC) of your rights as a Tenant under that Chapter. This notice must be provided by a Landlord to a Tenant upon commencement or renewal of a lease or rental agreement (lease) for any tenancy governed by the Washington Residential Landlord Tenant Act (Ch. 59.18 RCW) or the Washington Manufactured/Mobile Home Landlord-Tenant Act (Ch. 59.20 RCW) entered into on or after April 12, 2025.

Chapter 8.16 WMC provides Tenants the following rights:

Notice of Rent Increase:

- Any new or renewed lease shall require the Landlord to provide not less than (1) 120 days' written notice for combined rent and/or fee increases greater than 3% above the previous combined rent and fees; or (2) 180 days' written notice for combined rent and/or fee increases greater than 10% above the previous combined rent and fees. Any increase in fees charged to a Tenant by a Landlord is considered a rent increase.
- If the rental agreement is for subsidized housing where rent is based on Tenant income or circumstances specific to the subsidized household, the Landlord must provide a minimum of 30 days' prior written notice to the Tenant of any increase in rent.

Move-In Fees and Security Deposits

- Move-in fees and security deposits required to be paid by a Tenant before occupying a dwelling unit may not exceed one month's rent. (This provision does not apply to subsidized housing where rent is based on Tenant income.)
- For leases of 6 months or longer, Tenants may choose to pay such fees and deposits in 6 equal monthly installments over the first 6 months occupying the unit.
- For leases shorter than 6 months, or month-to-month, Tenants may choose to pay such fees and deposits in 2 equal monthly installments over the first 2 months occupying the unit.

Notice of Intent Not to Renew Fixed-Lenth Lease: A Landlord must provide a Tenant with no less than 120 days' notice of intent not to renew any lease with a fixed length of 6 months or longer.

Social Security Number Not Required: A Landlord may request, but not may require, a social security number for purposes of screening a prospective Tenant or entering into a lease with the Tenant.

Tenant Remedies: In the event a Landlord violates Ch. 8.16 WMC, the affected Tenant has a private right of action for a monetary award in the amount of the greater of (1) double the Tenant's damages; or (2) 3 times the monthly rent of the unit at issue; along with attorney fees and costs.

Contrary Lease Provisions Void: Any lease provision contrary to Ch. 8.16 WMC is null and void.

Waiver of Tenant Rights: No lease may waive a Tenant's rights or remedies under Ch. 8.16 WMC, unless (1) the waiver is in writing and specifies the provisions waived; (2) the waiver provision is not in a standard form lease; (3) there is no substantial inequality in the bargaining positions of the Landlord and Tenant; and (4) an attorney for the Tenant approves the waiver as complying with items (1)-(3).