

Notice to Landlord of Unlawful Rent Increase

Date: _____

To: _____ [Landlord or Property Manager]

Your Rent and Fee Increase Notice dated ____ / ____ / ____ is invalid under RCW 59.18.700 of Washington's Residential Landlord-Tenant Act (RLTA) for one or more of these reasons:

- ☐ You have increased rent during the first 12 months of my tenancy
- ☐ You have increased rent by more than 10% or 7% plus the consumer price index (9.683% for 2026), whichever is less, during a 12-month period

This Notice constitutes a written demand under RCW 59.18.700(3) to reduce the rent increase to an amount that complies with RCW 59.18.700(1).ⁱ

If you do not immediately cure the unlawful rent increase, I reserve all rights under the RLTA, including the right to file a lawsuit under RCW 59.18.700(5)(a) for recovery of damages and attorneys fees and costs incurred in bringing the action.ⁱⁱ

You may not report to any tenant screening service provider that I failed to pay rent that was increased in violation of the law.

Sincerely,

Tenant Name: _____

Tenant Address: _____



Tenant signature

Date

ⁱRCW 59.18.700(3):

If a landlord increases rent above the amount allowed in subsection (1) of this section and the increase is not authorized by an exemption under RCW 59.18.710, the tenant must offer the landlord an opportunity to cure the unauthorized increase by providing the landlord with a written demand to reduce the increase to an amount that complies with the limit created in this section. In addition to any other remedies or relief available under this chapter or other law, the tenant may terminate the rental agreement at any time prior to the effective date of the increase by providing the landlord with written notice at least 20 days before terminating the rental agreement. If a tenant terminates a rental agreement under this subsection, the

tenant owes rent for the full month in which the tenant vacates the dwelling unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.

ii RCW 59.18.700(5)(a):

A tenant or the attorney general may bring an action in a court of competent jurisdiction to enforce compliance with this section or RCW 59.18.710, 59.18.720, or 59.18.140. If the court finds that a landlord violated any of the laws listed in this subsection, the court shall award the following damages to the tenant and attorneys' fees and costs to the tenant who brings the action or the attorney general:

- (i) Damages in the amount of any excess rent, fees, or other costs paid by the tenant;
- (ii) Damages in an amount of up to three months of any unlawful rent, fees, or other costs charged by the landlord; and
- (iii) Reasonable attorneys' fees and costs incurred in bringing the action.