

Sample Letter: Notice of Privacy Violation

[Date]

[Landlord/Manager's Address]

Dear [Landlord/Manager's Name]:

The Landlord/Tenant Act of Washington State specifically forbids you from entering my unit without my consent, except in the case of an emergency. On [date], you failed to give me proper notice of your intent to enter my unit, and entered without my consent. RCW 59.18.150 says if I give you written notice of an invasion of my rights to privacy and you continue to violate them after receipt of such notice, I am entitled to take legal action in small claims court for up to \$100 for each violation.

If you would like to enter my dwelling to do a necessary or agreed upon repair, inspection, or improvement, please be sure to give me the 48 hours notice required by law. If you would like to enter my dwelling to show the premises to a prospective tenant or buyer, please give me the required notice of 24 hours.

Sincerely,

[Your Name]

[Your Address]

RCW 59.18.150

Landlord's right of entry — Purposes — Searches by fire officials — Conditions.

(1) The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(2) Upon written notice of intent to seek a search warrant, when a tenant or landlord denies a fire official the right to search a dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the dwelling unit sought to be searched that criminal fire code violations exist in the dwelling unit, a court of competent jurisdiction shall issue a warrant allowing a search of the dwelling unit.

Upon written notice of intent to seek a search warrant, when a landlord denies a fire official the right to search the common areas of the rental building other than the dwelling unit, a fire official may immediately seek a search warrant and, upon a showing of probable cause specific to the common area sought to be searched that a criminal fire code violation exists in those areas, a court of competent jurisdiction shall issue a warrant allowing a search of the common areas in which the violation is alleged.

The superior court and courts of limited jurisdiction organized under Titles [335](#) and [35A](#) RCW have jurisdiction to issue such search warrants. Evidence obtained pursuant to any such search may be used in a civil or administrative enforcement action.

(3) As used in this section:

(a) "Common areas" means a common area or those areas that contain electrical, plumbing, and mechanical equipment and facilities used for the operation of the rental building.

(b) "Fire official" means any fire official authorized to enforce the state or local fire code.

(4) The landlord may enter the dwelling unit without consent of the tenant in case of emergency or abandonment.

(5) The landlord shall not abuse the right of access or use it to harass the tenant. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' notice of his or her intent to enter and shall enter only at reasonable times. The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit at a specified time where the landlord has given at least one day's notice of intent to enter to exhibit the dwelling unit to prospective or actual purchasers or tenants. A landlord shall not unreasonably interfere with a tenant's enjoyment of the rented dwelling unit by excessively exhibiting the dwelling unit.

(6) The landlord has no other right of access except by court order, arbitrator or by consent of the tenant.

(7) A landlord or tenant who continues to violate the rights of the tenant or landlord with respect to the duties imposed on the other as set forth in this section after being served with one written notification alleging in good faith violations of this section listing the date and time of the violation shall be liable for up to one hundred dollars for each violation after receipt of the notice. The prevailing landlord or tenant may recover costs of the suit or arbitration under this section, and may also recover reasonable attorneys' fees.

(8) Nothing in this section is intended to abrogate or modify in any way any common law right or privilege.

[2002 c 263 § 1. Prior: 1989 c 342 § 7; 1989 c 12 § 18; 1973 1st ex.s. c 207 § 15.]