

Washington Month-to-Month Rental Agreement

General template, not legal advice. Have a Washington attorney review before use. Last reviewed October 29, 2026.

This Month-to-Month Rental Agreement (the "Agreement") is made on _____ (Date signed) between the landlord and the tenant or tenants named below, for a home located in Washington. The law of that state governs this Agreement.

1. Parties

Landlord or managing agent

Landlord address for notices

Landlord phone and email

Tenant 1 full name

Tenant 2 full name

Other occupants

Each tenant who signs is fully responsible for all rent and other obligations under this Agreement.

2. Property

Street address and unit

City, state and ZIP

Parking or storage included

Appliances and furniture included

3. Monthly term

The tenancy starts on _____ (Start date) and continues from month to month. Each rental period starts on the _____ (First day of each period) day of the month. There is no fixed end date.

4. Ending the tenancy

Either party may end this tenancy by giving the other written notice at least _____ (Notice period in days) days before the end of a rental period, or any longer period that Washington law requires for the length of this tenancy. Notice from one tenant ends the tenancy for all tenants unless the landlord agrees otherwise in writing.

A landlord's notice to end the tenancy must comply with any state or local rule that requires a reason, a longer notice period, or relocation help. The landlord will not end the tenancy to retaliate against the tenant or for any discriminatory reason.

Notice to end a month-to-month tenancy in Washington: A tenant ends a month to month tenancy with at least 20 days of written notice before the end of a rental period; a landlord needs one of the causes listed in the statute. (RCW 59.18.200 and RCW 59.18.650)

5. Rent

Rent is \$_____ (Monthly rent) per month, due in advance on the _____ (Due day) day of each month, paid by _____ (Accepted payment methods). Rent for the first partial month is \$_____ (Prorated first month rent).

If rent is not received within _____ (Grace period in days) days after it is due, a late charge of \$_____ (Late charge) applies, to the extent allowed by law. Returned payments incur a fee of \$_____ (Returned payment fee).

Late fee limits in Washington: Late fees are allowed only if rent is more than five days past due; once it is, fees can run from the day after the due date. (RCW 59.18.170)

6. Changes to rent or terms

The landlord may change the rent or other terms by giving written notice at least as far in advance as Washington law and any local ordinance require. A change takes effect at the start of a rental period after the notice period ends.

Rent increase notice in Washington: Landlords must give at least 90 days of written notice before a rent increase, and an increase cannot take effect before a fixed term ends. (RCW 59.18.140) For subsidized tenancies where rent is based on household income, the notice period is 30 days. (RCW 59.18.140)

Rent control in Washington: Washington limits most residential rent increases to 7 percent plus the Seattle area consumer price index, or 10 percent, whichever is lower, in any 12 month period. (RCW 59.18.700)

7. Security deposit

The tenant pays a security deposit of \$_____ (Security deposit amount) on signing. The landlord may use it for unpaid rent, damage beyond normal wear and tear, and cleaning needed to restore move-in condition. The balance and an itemized statement go to the tenant's forwarding address within the deadline set by Washington law.

Deposit limit: _____ (check the rule in Washington)

Deposit return deadline in Washington: The landlord has 30 days after the tenancy ends and the tenant moves out to return the deposit or send a full and specific statement of the reasons for keeping any part. (RCW 59.18.280)

8. Utilities

Tenant pays: _____ (Utilities paid by tenant). Landlord pays: _____ (Utilities paid by landlord).

9. Use, guests and pets

The home is a private residence for the people named above. Guests may stay up to _____ (Maximum guest stay in days) days in a row. Pets are _____ (Allowed, allowed with approval, or not allowed); approved pets: _____ (Approved pets). Assistance animals are handled under fair housing law, not this pet clause. Smoking inside is _____ (Allowed or not allowed).

10. Care, repairs and alterations

The landlord keeps the home safe and fit to live in and makes needed repairs within a reasonable time after notice. The tenant keeps the home clean, reports problems promptly in writing to _____ (How to request repairs), and pays for damage caused by the tenant, occupants, guests or pets. The tenant makes no alterations without written consent.

11. Entry

The landlord may enter at reasonable times for inspections, repairs and showings after giving the advance notice Washington law requires, and at any time in an emergency.

Entry notice in Washington: The landlord generally gives at least two days of written notice before entering, stating the date and time and a phone number, and one day to show the unit to buyers or renters. (RCW 59.18.150)

12. Subletting

The tenant may not sublet, assign, or rent the home for short stays without the landlord's written consent.

13. Default

If rent is unpaid or another term is broken, the landlord may serve the notice Washington law requires and, if the problem is not cured, end the tenancy through the courts. The landlord will not use lockouts, utility shutoffs or removal of belongings to force the tenant out.

Notice for unpaid rent in Washington: For unpaid rent, the landlord serves a 14 day notice to pay or vacate on the form the statute prescribes. (RCW 59.18.057)

14. Moving out

On move-out the tenant returns all keys, removes belongings, leaves the home clean, and gives a forwarding address in writing.

15. Disclosures

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ House or community rules

☐ State or local disclosures that may also be required: check

State disclosures in Washington: Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d)) Before collecting a deposit, the landlord must give the tenant a written checklist describing the unit's condition, signed and dated by both sides. (RCW 59.18.260)

16. General terms

This Agreement and its attachments are the full agreement. Changes are made in writing, except rent or term changes made by proper notice under section 6. If one part is unenforceable, the rest remains. Electronic signatures count as originals.

17. Signatures

Landlord or agent signature

Printed name

Date

Tenant 1 signature

Printed name

Date

Tenant 2 signature

Printed name

Date

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