

**RCW 59.18.110 Failure of landlord to carry out duties—  
Determination by court or arbitrator—Judgment against landlord for  
diminished rental value and repair costs—Enforcement of judgment—  
Reduction in rent under certain conditions.** (1) If a court or an  
arbitrator determines that:

(a) A landlord has failed to carry out a duty or duties imposed  
by RCW 59.18.060; and

(b) A reasonable time has passed for the landlord to remedy the  
defective condition following notice to the landlord in accordance  
with RCW 59.18.070 or such other time as may be allotted by the court  
or arbitrator; the court or arbitrator may determine the diminution in  
rental value of the premises due to the defective condition and shall  
render judgment against the landlord for the rent paid in excess of  
such diminished rental value from the time of notice of such defect to  
the time of decision and any costs of repair done pursuant to RCW  
59.18.100 for which no deduction has been previously made. Such  
decisions may be enforced as other judgments at law and shall be  
available to the tenant as a set-off against any existing or  
subsequent claims of the landlord.

The court or arbitrator may also authorize the tenant to make or  
contract to make further corrective repairs and the tenant may deduct  
from the rent the cost of such repairs, as long as the court specifies  
a time period in which the landlord may make such repairs before the  
tenant may commence or contract for such repairs.

(2) The tenant shall not be obligated to pay rent in excess of  
the diminished rental value of the premises until such defect or  
defects are corrected by the landlord or until the court or arbitrator  
determines otherwise. [2011 c 132 § 7; 1973 1st ex.s. c 207 § 11.]