



Real Estate

Q: If I abandon a commercial lease in Washington, does my landlord have to try to re-let my space or can the landlord make me pay the full amount of rent for the rest of the lease term?

A: Reviewing the terms of your lease will be the first step in answering that question. But the landlord probably has to try to re-let the premises. This is known as the “duty to mitigate” damages. While Washington courts haven’t expressly required a commercial landlord to mitigate damages, a number of cases have hinted at it. But don’t start packing your boxes just yet. A landlord will only be required to make reasonable attempts to re-let. If the landlord is unsuccessful, you’ll still be on the hook for the landlord’s lost rental income. If the landlord does re-let the space, you’ll probably have to pay for the cost of finding a new tenant, which could include commissions, improvements to the premises, and any rent shortfall if the landlord has to offer a lower rate to attract a new tenant.

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