

SHB 1236 - H AMD 363

By Representative Dufault

SCOPE AND OBJECT 03/07/2021

1 On page 17, after line 33, insert the following:

2

3 "NEW SECTION. Sec. 7. For the purpose of limiting the reasons
4 for termination of residential tenants' current leases by providing
5 for elimination of past due rent and providing certainty for when
6 chapter 59.18 RCW will be restored, the following is implemented:

7 (1) Any eviction moratorium currently in effect is hereby
8 suspended.

9 (2)(a) A landlord may immediately initiate an action under RCW
10 59.12.030(4) upon acts in violation of RCW 59.18.130 and 59.18.140
11 by the tenant, guests of the tenant, and invitees of the tenant,
12 occurring as of the effective date of this section.

13 (b) Beginning on the effective date of this section, a landlord
14 must provide to a tenant who has delinquent rent and has not already
15 agreed to a payment plan notice of the affidavit of COVID hardship
16 and option of payment plan described in sections 8 through 10 of
17 this act.

18 (3) Within seven days of receiving the landlord's notice under
19 this section, a tenant must respond to the notice provided by a
20 landlord by returning the affidavit of COVID hardship and entering
21 into a payment plan described in section 8 of this act. If a tenant
22 does not respond as described in this subsection, a landlord may
23 serve a tenant with a 14-day notice pursuant to RCW 59.12.030(3).

24 (4) When a landlord serves a 14-day notice pursuant to RCW
25 59.12.030, the following notice packet must be served on the tenant:
26 14-day notice as required by RCW 59.18.057, the affidavit of COVID
27 hardship, and the notice of payment plan options.

1 (5) All forms required by this act must comply with the
2 requirements of RCW 59.18.058.

3
4 NEW SECTION. **Sec. 8.** For the purpose of limiting the reasons
5 for termination of residential tenants' current leases, the
6 following is implemented:

7 (1) Where there is any delinquency related to rent occurring
8 between February 29, 2020, and June 30, 2021, a landlord must offer
9 the tenant an option of payment plan consisting of a repayment
10 schedule equal to or greater than payment of the outstanding debt in
11 monthly payments of at least one-sixth of the outstanding debt
12 owing, except where federal regulations require a different
13 repayment schedule.

14 (2) A tenant's regular, contractual monthly rental payments must
15 continue.

16 (3) All repayment plan agreements between a landlord and a
17 tenant must be in writing.

18 (4) Any payment agreement entered into before the effective date
19 of this section remains in full force and effect.

20
21 NEW SECTION. **Sec. 9.** For the purpose of limiting the reasons
22 for termination of residential tenants' current leases, the
23 following is implemented:

24 (1)(a) A tenant who has received notice under section 7 of this
25 act must complete and return to his or her landlord an affidavit of
26 COVID hardship within seven days of service of the notice packet
27 described in section 7 of this act.

28 (b) The tenant must return the affidavit of COVID hardship to
29 the landlord in person, by first-class mail, or by electronically
30 sending a copy or photograph of the affidavit to the landlord.

31 (2) COVID hardship exists when a tenant has experienced at least
32 one of the following hardships since February 29, 2020:

33 (a) Loss of income directly related to COVID;

1 (b) Extraordinary expenses directly related to health impacts of
2 COVID;

3 (c) New care responsibilities for a child or an elderly,
4 disabled, or sick family member directly related to COVID that limit
5 the tenant's ability to earn income; or

6 (d) Extraordinary costs for child care or attending to an
7 elderly, disabled, or sick family member directly related to COVID.

8 (3) A tenant whose household income exceeds 130 percent of the
9 area median income for the county where the tenant resides may be
10 required to provide additional documentation supporting the tenant's
11 claim of financial distress with his or her affidavit of COVID
12 hardship. If a tenant fails to submit this documentation together
13 with his or her declaration of COVID-related financial distress, and
14 does not either pay the amount demanded in the landlord's notice or
15 deliver possession of the premises back to the landlord, the
16 landlord may begin an unlawful detainer action against the tenant.

17 (4) A tenant completing the affidavit of COVID hardship must
18 provide proof of hardship.

19 (5) If a tenant fails to complete and return the affidavit of
20 COVID hardship to the landlord within the time frame set forth in
21 subsection (1)(a) of this section, the landlord may commence an
22 unlawful detainer action by filing a summons and complaint with the
23 court pursuant to chapter 59.12 RCW.

24 (6) The affidavit of COVID hardship provided by the landlord
25 must be in substantially the following form:

26 Date: _____
27 Tenant Name(s): _____
28 Tenant Address: _____
29 Landlord Name: _____
30 Landlord Address: _____

31 AFFIDAVIT OF COVID HARDSHIP AFFECTING PAYMENT OF RENT
32 The tenant must provide this signed document to the landlord within
33 seven days of the date above.
34 I attest that the foregoing are true and correct:

1 (1) I am unable to pay my regular monthly rent for one of the
2 following reasons:

3 (a) Loss of income directly related to COVID.

4 (b) Extraordinary expenses directly related to health impacts of
5 COVID.

6 (c) Child care responsibilities or responsibilities to care for
7 an elderly, disabled, or sick family member directly related to
8 COVID that limit my ability to earn income.

9 (d) Extraordinary costs for child care or attending to an
10 elderly, disabled, or sick family member directly related to COVID.

11 (2) My income is less than 130 percent of the area median income
12 for the county where I reside. (If the landlord alleges you earn
13 more than 130 percent of area median income for the county where the
14 rental property is located, you must provide information supporting
15 your claim of COVID hardship.)

16 (3) A tenant completing the affidavit of COVID hardship must
17 provide proof of hardship.

18 (4) I have used best efforts to obtain all available government
19 assistance for rent or housing.

20 (5) I am using best efforts to make timely partial payments that
21 are as close to the full payment as my circumstances may permit,
22 taking into account other nondiscretionary expenses.

23 (6) I understand that I must still pay rent or make a housing
24 payment, and comply with other obligations that I may have under my
25 tenancy, lease agreement, or similar contract. I further understand
26 that fees, penalties, or interest for not paying rent or making a
27 housing payment on time as required by my tenancy, lease agreement,
28 or similar contract may still be charged or collected on rent due.

29 (7) I further understand that failure to provide this notice to
30 my housing provider may require payment in full for all payments not
31 made from February 29, 2020, to present and may make me subject to
32 eviction pursuant to state and local laws.

33 **The Washington state Office of the Attorney General has this notice**
34 **in multiple languages on its website. You will also find information**

1 there on how to find a lawyer or advocate at low or no cost and any
2 available resources to help you pay your rent. Alternatively, for
3 no-cost legal assistance for low-income renters contact your
4 county's housing justice project, or, if none, a statewide
5 organization providing housing advocacy services for low-income
6 residents. You may find additional information to help you at
7 <http://www.washingtonlawhelp.org>.

8 State law provides you the right to receive interpreter services at
9 court.

10 Signature of Tenant: _____ Date: _____

11

12 NEW SECTION. **Sec. 10.** For the purpose of limiting the reasons
13 for termination of residential tenants' current leases, the
14 following is implemented:

15 (1) The emergency rental assistance grant program is created in
16 the department of commerce to reimburse tenants and landlords for
17 past due rental payments. Tenants or landlords may apply for grant
18 assistance for reimbursement of past due rental payments owing by
19 tenants.

20 (2) A tenant applying for a grant must self-certify that he or
21 she has a COVID hardship as described in section 9 of this act.

22 (3) To be eligible for a grant, a tenant must have experienced
23 or demonstrated a COVID hardship certified by an affidavit of COVID
24 hardship as described in section 9 of this act.

25 (4) When a landlord applies for a grant award under this
26 section, the department of commerce must notify the tenant of any
27 grant awarded to a tenant of that landlord along with repayment
28 requirements by tenant and acknowledgment that rent remains due and
29 payable by tenant to landlord.

30 (5) Grant recipients shall receive 100 percent of total contract
31 rental amount in arrears at the time of anticipated payment date,
32 which shall occur not later than 15 days from date of application.

33

34

1 (6) The department of commerce must provide notification of
2 rejection of application to both tenant and landlord, regardless of
3 which party applied.

4 (7) Administrative costs associated with application,
5 distribution, and other program activities of the department of
6 commerce may not exceed five percent of the annual funds available
7 for the landlord mitigation program. Reappropriations must not be
8 included in the calculation of the annual funds available for
9 determining the administrative costs.

10

11 NEW SECTION. **Sec. 11.** For the purpose of limiting the reasons
12 for termination of residential tenants' current leases, the
13 following is implemented: The emergency rental assistance account is
14 created in the state treasury. All receipts from sources directed to
15 the emergency rental assistance grant program must be deposited in
16 the account. Moneys in the account may be spent only after
17 appropriation. Expenditures from the account may be used solely for
18 the purpose of the emergency rental assistance grant program as
19 described in section 10 of this act.

20

21 NEW SECTION. **Sec. 12.** For the purpose of limiting the reasons
22 for termination of residential tenants' current leases, the
23 following is implemented: The sum of \$300,000,000, or as much
24 thereof as may be necessary, is appropriated from the budget
25 stabilization account for the fiscal year ending June 30, 2021, and
26 is provided solely for expenditure into the emergency rental
27 assistance grant program to implement the emergency rental
28 assistance grant program described in section 6 of this act. For
29 purposes of RCW 43.88.055(4), the appropriation in this section does
30 not alter the requirement to balance in the ensuing biennium. All
31 appropriated funds shall be distributed such that each county
32 receives a percentage of total appropriated funds in proportion to
33 each county's percentage of total state population.

34

1 NEW SECTION. **Sec. 13.** For the purpose of limiting the reasons
2 for termination of residential tenants' current leases, the
3 following is implemented: Sections 7 through 12 of this act expire
4 one year after the effective date of this section."

5
6 Renumber the remaining sections consecutively and correct any
7 internal references accordingly. Correct the title.

EFFECT: Suspends any eviction moratorium currently in effect.
Requires landlords to provide tenants with delinquent rent affidavit
of COVID hardship and option of payment plan. Establishes the
emergency rental assistance grant program.

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