

ESHB 1453 - S COMM AMD

By Committee on Housing Stability & Affordability

NOT CONSIDERED 12/23/2019

1 Strike everything after the enacting clause and insert the
2 following:

3 "NEW SECTION. **Sec. 1.** It is declared to be the public policy of
4 the state and a recognized governmental function to assist residents
5 who are experiencing a temporary crisis in retaining stable housing,
6 and by so doing to contribute to the general welfare. Decent housing
7 for the people of Washington state is a most important public
8 concern. Washington has rental vacancy rates that are among the
9 nation's lowest, and the associated escalation of rents and scarcity
10 of housing supply have made it difficult for many Washingtonians to
11 obtain stable housing, especially if they lose housing after
12 experiencing an extraordinary life event that temporarily leaves them
13 without resources and income. It is the long-standing practice of the
14 state to make rental assistance available in many such urgent
15 situations, and it is the intent of the legislature to provide a
16 payment on the tenant's behalf to the landlord in certain eviction
17 proceedings to give the tenant additional time to access resources
18 that allow the tenant to stay in their home.

19 **Sec. 2.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to
20 read as follows:

21 A tenant of real property for a term less than life is (~~guilty~~
22 ~~of~~) liable for unlawful detainer either:

23 (1) When he or she holds over or continues in possession, in
24 person or by subtenant, of the property or any part thereof after the
25 expiration of the term for which it is let to him or her. When real
26 property is leased for a specified term or period by express or
27 implied contract, whether written or oral, the tenancy shall be
28 terminated without notice at the expiration of the specified term or
29 period;

1 (2) When he or she, having leased property for an indefinite time
2 with monthly or other periodic rent reserved, continues in possession
3 thereof, in person or by subtenant, after the end of any such month
4 or period, when the landlord, more than twenty days prior to the end
5 of such month or period, has served notice (in manner in RCW
6 59.12.040 provided) requiring him or her to quit the premises at the
7 expiration of such month or period;

8 (3) When he or she continues in possession in person or by
9 subtenant after a default in the payment of rent, and after notice in
10 writing requiring in the alternative the payment of the rent or the
11 surrender of the detained premises, served (in manner in RCW
12 59.12.040 provided) (~~(in)~~) on behalf of the person entitled to the
13 rent upon the person owing it, has remained uncomplied with for the
14 period of three days after service (~~(thereof)~~), or for the period of
15 fourteen days after service for tenancies under chapter 59.18 RCW.
16 The notice may be served at any time after the rent becomes due. For
17 the purposes of this subsection and as applied to tenancies under
18 chapter 59.18 RCW, "rent" has the same meaning as defined in RCW
19 59.18.030;

20 (4) When he or she continues in possession in person or by
21 subtenant after a neglect or failure to keep or perform any (~~(either)~~)
22 condition or covenant of the lease or agreement under which the
23 property is held, including any covenant not to assign or sublet,
24 other than one for the payment of rent, and after notice in writing
25 requiring in the alternative the performance of such condition or
26 covenant or the surrender of the property, served (in manner in RCW
27 59.12.040 provided) upon him or her, and if there is a subtenant in
28 actual possession of the premises, also upon such subtenant, shall
29 remain uncomplied with for ten days after service thereof. Within ten
30 days after the service of such notice the tenant, or any subtenant in
31 actual occupation of the premises, or any mortgagee of the term, or
32 other person interested in its continuance, may perform such
33 condition or covenant and thereby save the lease from such
34 forfeiture. For the purposes of this subsection and as applied to
35 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
36 defined in RCW 59.18.030;

37 (5) When he or she commits or permits waste upon the demised
38 premises, or when he or she sets up or carries on thereon any
39 unlawful business, or when he or she erects, suffers, permits, or
40 maintains on or about the premises any nuisance, and remains in

1 possession after the service (in manner in RCW 59.12.040 provided)
2 upon him or her of three days' notice to quit;

3 (6) A person who, without the permission of the owner and without
4 having color of title thereto, enters upon land of another and who
5 fails or refuses to remove therefrom after three days' notice, in
6 writing and served upon him or her in the manner provided in RCW
7 59.12.040. Such person may also be subject to the criminal provisions
8 of chapter 9A.52 RCW; or

9 (7) When he or she commits or permits any gang-related activity
10 at the premises as prohibited by RCW 59.18.130.

11 NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18
12 RCW to read as follows:

13 (1) Every fourteen-day notice served pursuant to RCW 59.12.030(3)
14 must be in substantially the following form:

15 **"FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES**

16 You are receiving the attached notice because the landlord
17 alleges you are not in compliance with the terms of the lease
18 agreement by failing to pay rent and/or utilities and/or recurring or
19 periodic charges that are past due.

20 (1) **Monthly rent due for (list month(s)):** \$ (dollar amount)

21 **AND/OR**

22 (2) **Utilities due for (list month(s)):** \$ (dollar amount)

23 **AND/OR**

24 (3) **Other recurring or periodic charges identified in the lease**
25 **for (list month(s)):** \$ (dollar amount)

26 **TOTAL AMOUNT DUE:** \$ (dollar amount)

27 **Note - payment must be by cash, cashier's check, money order, or**
28 **certified funds.**

29 You must pay the total amount due to your landlord within
30 fourteen (14) days after receipt of this notice or you must vacate
31 the premises. Any payment you make to the landlord must first be
32 applied to the total amount due as shown on this notice. Any failure
33 to comply with this notice within fourteen (14) days after receipt of
34 this notice may result in a judicial proceeding that leads to your
35 eviction from the premises.

36 **The Washington state Office of the Attorney General has this**
37 **notice in multiple languages on its web site. You will also find**
38 **information there on how to find a lawyer or advocate at low or no**

1 cost and any available resources to help you pay your rent.
2 Alternatively, call 2-1-1 to learn about these services.

3 State law provides you the right to receive interpreter services
4 at court.
5

6 OWNER/LANDLORD: _____ DATE: _____

7
8 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ___ (owner/landlord name) ___
9 _____ (address) _____ "

10 (2) The form required in this section does not abrogate any
11 additional notice requirements to tenants as required by federal,
12 state, or local law.

13 NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18
14 RCW to read as follows:

15 (1) The office of the attorney general shall produce and maintain
16 on its web site translated versions of the notice under section 3 of
17 this act in the top ten languages spoken in Washington state and, at
18 the discretion of the office of the attorney general, other
19 languages. The notice must be made available upon request in printed
20 form on one letter size paper, eight and one-half by eleven inches,
21 and in an easily readable font size.

22 (2) The office of the attorney general shall also provide on its
23 web site information on where tenants can access legal or advocacy
24 resources, including information on any immigrant and cultural
25 organizations where tenants can receive assistance in their primary
26 language.

27 (3) The office of the attorney general may also produce and
28 maintain on its web site translated versions of common notices used
29 in unlawful detainer actions, including those relevant to subsidized
30 tenancies, low-income housing tax credit programs, or the federal
31 violence against women act.

32 **Sec. 5.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and
33 amended to read as follows:

34 As used in this chapter:

1 (1) "Certificate of inspection" means an unsworn statement,
2 declaration, verification, or certificate made in accordance with the
3 requirements of RCW 9A.72.085 by a qualified inspector that states
4 that the landlord has not failed to fulfill any substantial
5 obligation imposed under RCW 59.18.060 that endangers or impairs the
6 health or safety of a tenant, including (a) structural members that
7 are of insufficient size or strength to carry imposed loads with
8 safety, (b) exposure of the occupants to the weather, (c) plumbing
9 and sanitation defects that directly expose the occupants to the risk
10 of illness or injury, (d) not providing facilities adequate to supply
11 heat and water and hot water as reasonably required by the tenant,
12 (e) providing heating or ventilation systems that are not functional
13 or are hazardous, (f) defective, hazardous, or missing electrical
14 wiring or electrical service, (g) defective or hazardous exits that
15 increase the risk of injury to occupants, and (h) conditions that
16 increase the risk of fire.

17 (2) "Commercially reasonable manner," with respect to a sale of a
18 deceased tenant's personal property, means a sale where every aspect
19 of the sale, including the method, manner, time, place, and other
20 terms, must be commercially reasonable. If commercially reasonable, a
21 landlord may sell the tenant's property by public or private
22 proceedings, by one or more contracts, as a unit or in parcels, and
23 at any time and place and on any terms.

24 (3) "Comprehensive reusable tenant screening report" means a
25 tenant screening report prepared by a consumer reporting agency at
26 the direction of and paid for by the prospective tenant and made
27 available directly to a prospective landlord at no charge, which
28 contains all of the following: (a) A consumer credit report prepared
29 by a consumer reporting agency within the past thirty days; (b) the
30 prospective tenant's criminal history; (c) the prospective tenant's
31 eviction history; (d) an employment verification; and (e) the
32 prospective tenant's address and rental history.

33 (4) "Criminal history" means a report containing or summarizing
34 (a) the prospective tenant's criminal convictions and pending cases,
35 the final disposition of which antedates the report by no more than
36 seven years, and (b) the results of a sex offender registry and
37 United States department of the treasury's office of foreign assets
38 control search, all based on at least seven years of address history
39 and alias information provided by the prospective tenant or available
40 in the consumer credit report.

1 (5) "Designated person" means a person designated by the tenant
2 under RCW 59.18.590.

3 (6) "Distressed home" has the same meaning as in RCW 61.34.020.

4 (7) "Distressed home conveyance" has the same meaning as in RCW
5 61.34.020.

6 (8) "Distressed home purchaser" has the same meaning as in RCW
7 61.34.020.

8 (9) "Dwelling unit" is a structure or that part of a structure
9 which is used as a home, residence, or sleeping place by one person
10 or by two or more persons maintaining a common household, including
11 but not limited to single-family residences and units of multiplexes,
12 apartment buildings, and mobile homes.

13 (10) "Eviction history" means a report containing or summarizing
14 the contents of any records of unlawful detainer actions concerning
15 the prospective tenant that are reportable in accordance with state
16 law, are lawful for landlords to consider, and are obtained after a
17 search based on at least seven years of address history and alias
18 information provided by the prospective tenant or available in the
19 consumer credit report.

20 (11) "Gang" means a group that: (a) Consists of three or more
21 persons; (b) has identifiable leadership or an identifiable name,
22 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
23 acts in concert mainly for criminal purposes.

24 (12) "Gang-related activity" means any activity that occurs
25 within the gang or advances a gang purpose.

26 (13) "In danger of foreclosure" means any of the following:

27 (a) The homeowner has defaulted on the mortgage and, under the
28 terms of the mortgage, the mortgagee has the right to accelerate full
29 payment of the mortgage and repossess, sell, or cause to be sold the
30 property;

31 (b) The homeowner is at least thirty days delinquent on any loan
32 that is secured by the property; or

33 (c) The homeowner has a good faith belief that he or she is
34 likely to default on the mortgage within the upcoming four months due
35 to a lack of funds, and the homeowner has reported this belief to:

36 (i) The mortgagee;

37 (ii) A person licensed or required to be licensed under chapter
38 19.134 RCW;

39 (iii) A person licensed or required to be licensed under chapter
40 19.146 RCW;

1 (iv) A person licensed or required to be licensed under chapter
2 18.85 RCW;

3 (v) An attorney-at-law;

4 (vi) A mortgage counselor or other credit counselor licensed or
5 certified by any federal, state, or local agency; or

6 (vii) Any other party to a distressed property conveyance.

7 (14) "Landlord" means the owner, lessor, or sublessor of the
8 dwelling unit or the property of which it is a part, and in addition
9 means any person designated as representative of the owner, lessor,
10 or sublessor including, but not limited to, an agent, a resident
11 manager, or a designated property manager.

12 (15) "Mortgage" is used in the general sense and includes all
13 instruments, including deeds of trust, that are used to secure an
14 obligation by an interest in real property.

15 (16) "Owner" means one or more persons, jointly or severally, in
16 whom is vested:

17 (a) All or any part of the legal title to property; or

18 (b) All or part of the beneficial ownership, and a right to
19 present use and enjoyment of the property.

20 (17) "Person" means an individual, group of individuals,
21 corporation, government, or governmental agency, business trust,
22 estate, trust, partnership, or association, two or more persons
23 having a joint or common interest, or any other legal or commercial
24 entity.

25 (18) "Premises" means a dwelling unit, appurtenances thereto,
26 grounds, and facilities held out for the use of tenants generally and
27 any other area or facility which is held out for use by the tenant.

28 (19) "Property" or "rental property" means all dwelling units on
29 a contiguous quantity of land managed by the same landlord as a
30 single, rental complex.

31 (20) "Prospective landlord" means a landlord or a person who
32 advertises, solicits, offers, or otherwise holds a dwelling unit out
33 as available for rent.

34 (21) "Prospective tenant" means a tenant or a person who has
35 applied for residential housing that is governed under this chapter.

36 (22) "Qualified inspector" means a United States department of
37 housing and urban development certified inspector; a Washington state
38 licensed home inspector; an American society of home inspectors
39 certified inspector; a private inspector certified by the national
40 association of housing and redevelopment officials, the American

1 association of code enforcement, or other comparable professional
2 association as approved by the local municipality; a municipal code
3 enforcement officer; a Washington licensed structural engineer; or a
4 Washington licensed architect.

5 (23) "Reasonable attorneys' fees," where authorized in this
6 chapter, means an amount to be determined including the following
7 factors: The time and labor required, the novelty and difficulty of
8 the questions involved, the skill requisite to perform the legal
9 service properly, the fee customarily charged in the locality for
10 similar legal services, the amount involved and the results obtained,
11 and the experience, reputation and ability of the lawyer or lawyers
12 performing the services.

13 (24) "Reasonable manner," with respect to disposing of a deceased
14 tenant's personal property, means to dispose of the property by
15 donation to a not-for-profit charitable organization, by removal of
16 the property by a trash hauler or recycler, or by any other method
17 that is reasonable under the circumstances.

18 (25) "Rent" or "rental amount" means recurring and periodic
19 charges identified in the rental agreement for the use and occupancy
20 of the premises, which may include charges for utilities. These terms
21 do not include nonrecurring charges for costs incurred due to late
22 payment, damages, deposits, legal costs, or other fees, including
23 attorneys' fees.

24 (26) "Rental agreement" means all agreements which establish or
25 modify the terms, conditions, rules, regulations, or any other
26 provisions concerning the use and occupancy of a dwelling unit.

27 ((+26)) (27) A "single-family residence" is a structure
28 maintained and used as a single dwelling unit. Notwithstanding that a
29 dwelling unit shares one or more walls with another dwelling unit, it
30 shall be deemed a single-family residence if it has direct access to
31 a street and shares neither heating facilities nor hot water
32 equipment, nor any other essential facility or service, with any
33 other dwelling unit.

34 ((+27)) (28) A "tenant" is any person who is entitled to occupy
35 a dwelling unit primarily for living or dwelling purposes under a
36 rental agreement.

37 ((+28)) (29) "Tenant representative" means:

38 (a) A personal representative of a deceased tenant's estate if
39 known to the landlord;

1 (b) If the landlord has no knowledge that a personal
2 representative has been appointed for the deceased tenant's estate, a
3 person claiming to be a successor of the deceased tenant who has
4 provided the landlord with proof of death and an affidavit made by
5 the person that meets the requirements of RCW 11.62.010(2);

6 (c) In the absence of a personal representative under (a) of this
7 subsection or a person claiming to be a successor under (b) of this
8 subsection, a designated person; or

9 (d) In the absence of a personal representative under (a) of this
10 subsection, a person claiming to be a successor under (b) of this
11 subsection, or a designated person under (c) of this subsection, any
12 person who provides the landlord with reasonable evidence that he or
13 she is a successor of the deceased tenant as defined in RCW
14 11.62.005. The landlord has no obligation to identify all of the
15 deceased tenant's successors.

16 ~~((+29))~~ (30) "Tenant screening" means using a consumer report or
17 other information about a prospective tenant in deciding whether to
18 make or accept an offer for residential rental property to or from a
19 prospective tenant.

20 ~~((+30))~~ (31) "Tenant screening report" means a consumer report
21 as defined in RCW 19.182.010 and any other information collected by a
22 tenant screening service.

23 NEW SECTION. **Sec. 6.** A new section is added to chapter 59.18
24 RCW to read as follows:

25 Under this chapter:

26 (1) A landlord must first apply any payment made by a tenant
27 toward rent before applying any payment toward late payments,
28 damages, legal costs, or other fees, including attorneys' fees.

29 (2) Except as provided in RCW 59.18.410, the tenant's right to
30 possession of the premises may not be conditioned on a tenant's
31 payment or satisfaction of any monetary amount other than rent.
32 However, this does not foreclose a landlord from pursuing other
33 lawful remedies to collect late payments, legal costs, or other fees,
34 including attorneys' fees.

35 **Sec. 7.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to
36 read as follows:

37 (1) If ~~((upon the))~~ at trial the verdict of the jury or, if the
38 case ~~((be))~~ is tried without a jury, the finding of the court ~~((be))~~

1 is in favor of the ~~((plaintiff))~~ landlord and against the
2 ~~((defendant))~~ tenant, judgment shall be entered for the restitution
3 of the premises; and if the proceeding ~~((be))~~ is for unlawful
4 detainer after neglect or failure to perform any condition or
5 covenant of a lease or agreement under which the property is held, or
6 after default in the payment of rent, the judgment shall also declare
7 the forfeiture of the lease, agreement, or tenancy. The jury, or the
8 court, if the proceedings ~~((be))~~ are tried without a jury, shall also
9 assess the damages arising out of the tenancy occasioned to the
10 ~~((plaintiff))~~ landlord by any forcible entry, or by any forcible or
11 unlawful detainer, alleged in the complaint and proved ~~((on the))~~ at
12 trial, and, if the alleged unlawful detainer ~~((be after))~~ is based on
13 default in the payment of rent, find the amount of any rent due, and
14 the judgment shall be rendered against the ~~((defendant guilty of))~~
15 tenant liable for the forcible entry, forcible detainer, or unlawful
16 detainer for the amount of damages thus assessed ~~((and))~~ , for the
17 rent, if any, found due, and late fees if such fees are due under the
18 lease and do not exceed seventy-five dollars in total. The court may
19 award statutory costs and reasonable ~~((attorney's))~~ attorneys' fees
20 as provided in RCW 59.18.290.

21 (2) When the ~~((proceeding))~~ tenant is liable for ~~((an))~~ unlawful
22 detainer after a default in the payment of rent, ~~((and the lease or~~
23 agreement under which the rent is payable has not by its terms
24 expired,)) execution upon the judgment shall not ~~((be issued))~~ occur
25 until the expiration of five court days after the entry of the
26 judgment~~((, within which))~~. Before such time, the tenant or any
27 subtenant, or any mortgagee of the term, or other party interested in
28 the continuance of the tenancy, may pay into court ~~((for))~~ or to the
29 landlord the amount of the ~~((judgment and costs, and thereupon the~~
30 judgment shall be satisfied and the)) rent due, any court costs
31 incurred at the time of payment, late fees if such fees are due under
32 the lease and do not exceed seventy-five dollars in total, and
33 attorneys' fees if awarded, in which event any judgment entered shall
34 be satisfied and the tenant restored to his or her tenancy~~((; but))~~.
35 If a judgment has been satisfied, the landlord shall file a
36 satisfaction of judgment with the court. A tenant seeking to exercise
37 rights under this subsection shall pay an additional fifty dollars
38 for each time the tenant was reinstated after judgment pursuant to
39 this subsection within the previous twelve months prior to payment.
40 If payment~~((, as herein provided, be))~~ of the amount specified in

1 this subsection is not made within five court days after the entry of
2 the judgment, the judgment may be enforced for its full amount and
3 for the possession of the premises.

4 (3) (a) Following the entry of a judgment in favor of the landlord
5 and against the tenant for the restitution of the premises and
6 forfeiture of the tenancy due to nonpayment of rent, the court, at
7 the time of the show cause hearing or trial, or upon subsequent
8 motion of the tenant but before the execution of the writ of
9 restitution, may stay or vacate the writ of restitution upon good
10 cause and on such terms that the court deems fair and just for both
11 parties. In making this decision, the court shall consider the
12 following factors:

13 (i) The tenant's willful or intentional default or intentional
14 failure to pay rent;

15 (ii) Whether nonpayment of the rent was caused by exigent
16 circumstances that were beyond the tenant's control and that are not
17 likely to recur;

18 (iii) The tenant's ability to timely pay the judgment;

19 (iv) The tenant's payment history;

20 (v) Whether the tenant is otherwise in substantial compliance
21 with the rental agreement;

22 (vi) Hardship on the tenant if evicted; and

23 (vii) Conduct related to other notices served within the last six
24 months.

25 (b) The burden of proof for such relief under this subsection (3)
26 shall be on the tenant. If the tenant seeks relief pursuant to this
27 subsection (3) at the time of the show cause hearing, the court shall
28 hear the matter at the time of the show cause hearing or as
29 expeditiously as possible so as to avoid unnecessary delay or
30 hardship on the parties.

31 (c) In any order issued pursuant to this subsection (3):

32 (i) The court shall not stay the writ of restitution more than
33 ninety days from the date of order, but may order repayment of the
34 judgment balance within such time. If the payment plan is to exceed
35 thirty days, the total cumulative payments for each thirty-day period
36 following the order shall be no less than one month of the tenant's
37 share of the rent, ensuring that the total amount of the judgment is
38 paid within ninety days.

39 (ii) Within any payment plan ordered by the court, the court
40 shall require the tenant to pay to the landlord or to the court one

1 month's rent within five court days of issuance of the order. If the
2 date of the order is on or before the fifteenth of the month, the
3 tenant shall remain current with ongoing rental payments as they
4 become due for the duration of the payment plan; if the date of the
5 order is after the fifteenth of the month, the tenant shall have the
6 option to defer the following month's rental payment within the
7 payment plan, but monthly rental payments thereafter shall be made
8 according to the rental agreement.

9 (iii) The sheriff may serve the writ of restitution upon the
10 tenant before the expiration of the five court days of issuance of
11 the order; however, the sheriff shall not execute the writ of
12 restitution until after expiration of the five court days in order
13 for payment to be made of one month's rent as required by (c)(ii) of
14 this subsection. In the event payment is made as provided in (c)(ii)
15 of this subsection for one month's rent, the court shall stay the
16 writ of restitution ex parte without prior notice to the landlord
17 upon the tenant filing and presenting a motion to stay with a
18 declaration of proof of payment demonstrating full compliance with
19 the required payment of one month's rent.

20 (A) If the tenant has satisfied (c)(ii) of this subsection by
21 paying one month's rent within five court days, but defaults on a
22 subsequent payment required by the court pursuant to this subsection
23 (3)(c), the landlord may enforce the writ of restitution after
24 serving a notice of default in accordance with RCW 59.12.040
25 informing the tenant that he or she has defaulted on any new rent due
26 under the lease agreement or payment plan arranged by the court. Upon
27 service of the notice of default, the tenant shall have three
28 calendar days from the date of service to vacate the premises before
29 the sheriff may execute the writ of restitution.

30 (B) If the landlord serves the notice of default described under
31 this subsection (3)(c)(iii), an additional day is not included in
32 calculating the time before the sheriff may execute the writ of
33 restitution. The notice of default shall substantially conform to the
34 following format:

35 NOTICE OF DEFAULT FOR RENT AND/OR PAYMENT PLAN ORDERED BY COURT

36 NAME(S)

37 ADDRESS

38 CITY, STATE, ZIP

1 THIS IS NOTICE THAT YOU ARE IN DEFAULT OF YOUR RENT AND/OR
2 PAYMENT PLAN ORDERED BY THE COURT. THE LANDLORD MAY SCHEDULE YOUR
3 PHYSICAL EVICTION WITHIN THREE CALENDAR DAYS OF SERVICE OF THIS
4 NOTICE. YOUR LANDLORD HAS RECEIVED THE FOLLOWING PAYMENTS:

5 DATE

6 AMOUNT

7 DATE

8 AMOUNT

9 DATE

10 AMOUNT

11 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE
12 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL
13 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR
14 PAYMENT PLAN IN THE AMOUNT OF \$. . . . IF YOU FAIL TO PAY THE
15 BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY PROCEED WITH
16 A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT YOU ARE
17 RENTING.

18 DATE

19 SIGNATURE

20 LANDLORD/AGENT

21 NAME

22 ADDRESS

23 PHONE

24 (C) If the tenant defaults on a subsequent payment required by
25 the court pursuant to this subsection (3)(c), the landlord may submit
26 an application to the department of commerce pursuant to RCW
27 43.31.605(1)(c) to pay the balance of the judgment owed under the
28 payment plan.

29 (iv) If a tenant seeks to satisfy a condition of this subsection
30 (3)(c) by relying on an emergency rental assistance program provided
31 by a government or nonprofit entity, the court shall stay the writ of
32 restitution as necessary to afford the tenant an equal opportunity to
33 comply.

34 (v) The court shall extend the writ of restitution as necessary
35 to enforce the order in the event of default.

36 (d) A tenant who has been served with three or more notices to
37 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
38 within twelve months prior to the notice to pay or vacate upon which

1 the proceeding is based may not seek relief under this subsection
2 (3).

3 (e)(i) In any application seeking relief pursuant to this
4 subsection (3), the court shall issue a finding as to whether the
5 tenant is low-income, limited resourced, or experiencing hardship to
6 determine if the parties would be eligible for disbursement through
7 the landlord mitigation program account established within RCW
8 43.31.605(1)(c).

9 (ii) In order to determine if a tenant qualifies pursuant to this
10 subsection (3)(e), the court shall inquire as to whether a tenant is
11 low-income, limited resourced, or experiencing hardship, which may
12 include an inquiry regarding the tenant's income relative to area
13 median income, household composition, any extenuating circumstances,
14 or other factors necessary to make a determination. The court may
15 rely on written declarations or oral testimony by the parties at the
16 hearing.

17 (iii) After a finding that the tenant is low-income, limited
18 resourced, or experiencing hardship, the court may issue an order:
19 (A) Vacating the writ of restitution and for payment to be made to
20 the landlord from the landlord mitigation program subject to the
21 availability of amounts appropriated for this specific purpose; (B)
22 directing the clerk to remit, without further order of the court, any
23 future payments made by the tenant in order to reimburse the
24 department of commerce pursuant to RCW 43.31.605(1)(c)(iii); and (C)
25 directing the parties to submit an application on the prescribed form
26 of the department of commerce in order to seek reimbursement.

27 (iv) If the department of commerce fails to disburse payment to
28 the landlord for the judgment pursuant to this subsection (3)(e)
29 within thirty days from submission of the application, the landlord
30 may renew an application for a writ of restitution pursuant to RCW
31 59.18.370 and for other rent owed by the tenant since the time of
32 entry of the prior judgment. In such event, the tenant may exercise
33 rights afforded under this section.

34 (v) Upon payment by the department of commerce to the landlord
35 for the amount of the judgment, the judgment is satisfied and the
36 landlord shall file a satisfaction of judgment with the court.

37 (vi) Nothing in this subsection (3)(e) prohibits the landlord
38 from otherwise seeking reimbursement for an unpaid judgment pursuant
39 to RCW 43.31.605(1)(c) after the tenant defaults on a payment plan
40 ordered pursuant to this subsection (3).

1 (4) If a tenant seeks to stay a writ of restitution issued
2 pursuant to this chapter, the court may issue an ex parte stay of the
3 writ of restitution provided the tenant or tenant's attorney submits
4 a declaration indicating good faith efforts were made to notify the
5 other party or, if no efforts were made, why notice could not be
6 provided prior to the application for an ex parte stay, and
7 describing the immediate or irreparable harm that may result if an
8 immediate stay is not granted. The court shall schedule a hearing as
9 soon as practicable for the matter to be heard on why the writ of
10 restitution shall not be further stayed or vacated.

11 (5) In all other cases the judgment may be enforced immediately.
12 If writ of restitution shall have been executed prior to judgment no
13 further writ or execution for the premises shall be required.

14 (6) This section also applies if the writ of restitution is
15 issued pursuant to a final judgment entered after a show cause
16 hearing conducted in accordance with RCW 59.18.380.

17 **Sec. 8.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to
18 read as follows:

19 (1) The sheriff shall, upon receiving the writ of restitution,
20 forthwith serve a copy thereof upon the ((defendant)) tenant, his or
21 her agent, or attorney, or a person in possession of the premises,
22 and shall not execute the same for three days thereafter(~~(, and the~~
23 ~~defendant, or person in possession of the premises within three days~~
24 ~~after the service of the writ of restitution may execute to the~~
25 ~~plaintiff a bond to be filed with and approved by the clerk of the~~
26 ~~court in such sum as may be fixed by the judge, with sufficient~~
27 ~~surety to be approved by the clerk of the court, conditioned that~~
28 ~~they will pay to the plaintiff such sum as the plaintiff may recover~~
29 ~~for the use and occupation of the premises, or any rent found due,~~
30 ~~together with all damages the plaintiff may sustain by reason of the~~
31 ~~defendant occupying or keeping possession of the premises, together~~
32 ~~with all damages which the court theretofore has awarded to the~~
33 ~~plaintiff as provided in this chapter, and also all the costs of the~~
34 ~~action. If the writ of restitution was issued after alternative~~
35 ~~service provided for in RCW 59.18.055, the court shall determine the~~
36 ~~amount of the bond after considering the rent claimed and any other~~
37 ~~factors the court deems relevant. The plaintiff, his or her agent or~~
38 ~~attorneys, shall have notice of the time and place where the court or~~
39 ~~judge thereof shall fix the amount of the defendant's bond, and shall~~

1 ~~have notice and a reasonable opportunity to examine into the~~
2 ~~qualification and sufficiency of the sureties upon the bond before~~
3 ~~the bond shall be approved by the clerk)).~~ After the issuance of a
4 writ of restitution, acceptance of a payment by the landlord (~~or~~
5 ~~plaintiff~~)) that only partially satisfies the judgment will not
6 invalidate the writ unless pursuant to a written agreement executed
7 by both parties. The eviction will not be postponed or stopped unless
8 a copy of that written agreement is provided to the sheriff. It is
9 the responsibility of the tenant (~~or defendant~~)) to ensure a copy of
10 the agreement is provided to the sheriff. Upon receipt of the
11 agreement, the sheriff will cease action unless ordered to do
12 otherwise by the court. The writ of restitution and the notice that
13 accompanies the writ of restitution required under RCW 59.18.312
14 shall conspicuously state in bold face type, all capitals, not less
15 than twelve points information about partial payments as set forth in
16 subsection (2) of this section. If the writ of restitution has been
17 based upon a finding by the court that the tenant, subtenant,
18 sublessee, or a person residing at the rental premises has engaged in
19 drug-related activity or has allowed any other person to engage in
20 drug-related activity at those premises with his or her knowledge or
21 approval, neither the tenant (~~or the defendant~~)) nor a person in
22 possession of the premises shall be entitled to post a bond in order
23 to retain possession of the premises. The writ may be served by the
24 sheriff, in the event he or she shall be unable to find the
25 (~~defendant~~)) tenant, an agent or attorney, or a person in possession
26 of the premises, by affixing a copy of the writ in a conspicuous
27 place upon the premises: PROVIDED, That the sheriff shall not require
28 any bond for the service or execution of the writ. The sheriff shall
29 be immune from all civil liability for serving and enforcing writs of
30 restitution unless the sheriff is grossly negligent in carrying out
31 his or her duty.

32 (2) The notice accompanying a writ of restitution required under
33 RCW 59.18.312 shall be substantially similar to the following:

34 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

35 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**
36 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**
37 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**
38 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**
39 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**

1 **SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE**
2 **AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER**
3 **ACTION.**

4 **Sec. 9.** RCW 59.18.365 and 2008 c 75 s 1 are each amended to read
5 as follows:

6 (1) The summons must contain the names of the parties to the
7 proceeding, the attorney or attorneys if any, the court in which the
8 same is brought, the nature of the action, in concise terms, and the
9 relief sought, and also the return day; and must notify the defendant
10 to appear and answer within the time designated or that the relief
11 sought will be taken against him or her. The summons must contain a
12 street address for service of the notice of appearance or answer and,
13 if available, a facsimile number for the plaintiff or the plaintiff's
14 attorney, if represented. The summons must be served and returned in
15 the same manner as a summons in other actions is served and returned.

16 (2) A defendant may serve a copy of an answer or notice of
17 appearance by any of the following methods:

18 (a) By delivering a copy of the answer or notice of appearance to
19 the person who signed the summons at the street address listed on the
20 summons;

21 (b) By mailing a copy of the answer or notice of appearance
22 addressed to the person who signed the summons to the street address
23 listed on the summons;

24 (c) By facsimile to the facsimile number listed on the summons.
25 Service by facsimile is complete upon successful transmission to the
26 facsimile number listed upon the summons;

27 (d) As otherwise authorized by the superior court civil rules.

28 (3) The summons for unlawful detainer actions for tenancies
29 covered by this chapter shall be substantially in the following form:

30 IN THE SUPERIOR COURT OF THE
31 STATE OF WASHINGTON
32 IN AND
33 FOR COUNTY

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Plaintiff/
Landlord/
Owner,



NO.

vs. EVICTION SUMMONS
(Residential)

Defendant/
Tenant/
Occupant.

THIS IS (~~(NOTICE OF A LAWSUIT)~~) AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

(~~(PLEASE READ IT CAREFULLY. THE DEADLINE FOR)~~) YOUR **WRITTEN** RESPONSE (~~(IS)~~) MUST BE RECEIVED BY: 5:00 p.m., on

TO: (Defendant's Name)
. (Defendant's Address)

~~((This is notice of a lawsuit to evict you from the property which you are renting. Your landlord is asking the court to terminate your tenancy, direct the sheriff to remove you and your belongings from the property, enter a money judgment against you for unpaid rent and/or damages for your use of the property, and for court costs and attorneys' fees.~~

~~If you want to defend yourself in this lawsuit, you must respond to the eviction complaint in writing on or before the deadline stated above. You must respond in writing even if no case number has been assigned by the court yet.~~

~~You can respond to the complaint in writing by delivering a copy of a notice of appearance or answer to your landlord's attorney (or your landlord if there is no attorney) by personal delivery, mailing, or facsimile to the address or facsimile number stated below **TO BE RECEIVED NO LATER THAN THE DEADLINE STATED ABOVE.** Service by facsimile is complete upon successful transmission to the facsimile number, if any, listed in the summons.~~

1 you cannot afford a lawyer, you may call 2-1-1. They can refer you to
2 free or low-cost legal help. They can help you find help to pay for a
3 lawyer.

4 **HOW TO RESPOND: Phone calls to your Landlord or your Landlord's**
5 **lawyer are not a response.** You may respond with a "notice of
6 appearance." This is a letter that includes the following:

- 7 (1) A statement that you are appearing in the court case
- 8 (2) Names of the landlord(s) and the tenant(s) (as listed above)
- 9 (3) Your name, your address where legal documents may be sent,
10 your signature, phone number (if any), and case number (if the case
11 is filed)

12 This case is / is not filed with the court. If this case is
13 filed, you need to also file your response with the court by
14 delivering a copy to the clerk of the court at:
15 (Clerk's Office/Address/Room number/Business hours of court clerk)

16 **WHERE TO RESPOND:** You must mail, fax, or hand deliver your
17 response letter to your Landlord's lawyer, or if no lawyer is named
18 in the complaint, to your Landlord. If you mail the response letter,
19 you must do it 3 days before the deadline above. Request receipt of a
20 proof of mailing from the post office. If you hand deliver or fax it,
21 you must do it by . . . (date of deadline) The address is:

- 22 (Attorney/Landlord Name)
- 23 (Address)
- 24 (Fax - required if available)

25 **COURT DATE:** If you respond to this Summons, you will be notified
26 of your hearing date in a document called an "Order to Show Cause."
27 This is usually mailed to you. If you get notice of a hearing, **you**
28 **must go to the hearing.** If you do not show up, your landlord can
29 evict you. Your landlord might also charge you more money. If you
30 move before the court date, you must tell your landlord or the
31 landlord's attorney.

32 **Sec. 10.** RCW 59.18.290 and 2010 c 8 s 19028 are each amended to
33 read as follows:

- 34 (1) It (~~shall be~~) is unlawful for the landlord to remove or
35 exclude from the premises the tenant thereof except under a court
36 order so authorizing. Any tenant so removed or excluded in violation
37 of this section may recover possession of the property or terminate
38 the rental agreement and, in either case, may recover the actual

1 damages sustained. The prevailing party may recover the costs of suit
2 or arbitration and reasonable ~~((attorney's))~~ attorneys' fees.

3 (2) It ~~((shall be))~~ is unlawful for the tenant to hold over in
4 the premises or exclude the landlord therefrom after the termination
5 of the rental agreement except under a valid court order so
6 authorizing. Any landlord so deprived of possession of premises in
7 violation of this section may recover possession of the property and
8 damages sustained by him or her, and the prevailing party may recover
9 his or her costs of suit or arbitration and reasonable ~~((attorney's))~~
10 attorneys' fees subject to subsections (3) and (4) of this section.

11 (3) Where the court has entered a judgment in favor of the
12 landlord restoring possession of the property to the landlord, the
13 court may award statutory costs and reasonable attorneys' fees to the
14 landlord; however, the court shall not do so in the following
15 instances:

16 (a) If the judgment for possession is entered after the tenant
17 failed to appear; or

18 (b) If the total amount of rent awarded in the judgment for rent
19 is equal to or less than two months of the tenant's monthly contract
20 rent or one thousand two hundred dollars, whichever is greater.

21 (4) If a tenant has filed a motion to stay a writ of restitution
22 from execution, the court may only award attorneys' fees to the
23 landlord if the tenant is permitted to be reinstated subject to
24 repayment pursuant to RCW 59.18.410(3).

25 **Sec. 11.** RCW 59.18.055 and 1997 c 86 s 1 are each amended to
26 read as follows:

27 (1) When the ~~((plaintiff))~~ landlord, after the exercise of due
28 diligence, is unable to personally serve the summons on the
29 ~~((defendant))~~ tenant, the ~~((court))~~ landlord may ~~((authorize))~~ use
30 the alternative means of service ~~((described herein. Upon filing of~~
31 ~~an affidavit from the person or persons attempting service describing~~
32 ~~those attempts, and the filing of an affidavit from the plaintiff,~~
33 ~~plaintiff's agent, or plaintiff's attorney stating the belief that~~
34 ~~the defendant cannot be found, the court may enter an order~~
35 ~~authorizing service of the summons))~~ as follows:

36 (a) The summons and complaint shall be posted in a conspicuous
37 place on the premises unlawfully held, not less than nine days from
38 the return date stated in the summons; and

1 (b) Copies of the summons and complaint shall be deposited in the
2 mail, postage prepaid, by both regular mail and certified mail
3 directed to the (~~defendant's~~) tenant's or (~~defendants'~~) tenants'
4 last known address not less than nine days from the return date
5 stated in the summons.

6 (2) When service on the (~~defendant~~) tenant or (~~defendants~~)
7 tenants is accomplished by this alternative procedure, the court's
8 jurisdiction is limited to restoring possession of the premises to
9 the (~~plaintiff~~) landlord and no money judgment may be entered
10 against the (~~defendant~~) tenant or (~~defendants~~) tenants until such
11 time as jurisdiction over the (~~defendant~~) tenant or (~~defendants~~)
12 tenants is obtained.

13 (~~(2)~~) (3) Before the entry of any judgment or issuance of a
14 writ of restitution due to the tenant's failure to appear, the
15 landlord shall provide the court with a declaration from the person
16 or persons attempting service that describes the service achieved, or
17 if by alternative service pursuant to this section, that describes
18 the efforts at personal service before alternative service was used
19 and a declaration from the landlord stating his or her belief that
20 the tenant cannot be found.

21 (4) For the purposes of subsection (1) of this section, the
22 exercise of due diligence is met if the landlord attempts personal
23 service on the tenant at least three times over not less than two
24 days and at different times of the day.

25 (5) This section shall apply to this chapter and chapter 59.20
26 RCW.

27 **Sec. 12.** RCW 43.31.605 and 2018 c 66 s 2 are each amended to
28 read as follows:

29 (1) (a) Subject to the availability of funds for this purpose, the
30 landlord mitigation program is created and administered by the
31 department. The department shall have such rule-making authority as
32 the department deems necessary to administer the program.

33 (b) The following types of claims related to landlord mitigation
34 for renting private market rental units to low-income tenants using a
35 housing subsidy program are eligible for reimbursement from the
36 landlord mitigation program account:

37 (~~(a)~~) (i) Up to one thousand dollars for improvements
38 identified in RCW 59.18.255(1)(a). In order to be eligible for
39 reimbursement under this subsection (1) (~~(a)~~) (b)(i), the landlord

1 must pay for the first five hundred dollars for improvements, and
2 rent to the tenant whose housing subsidy program was conditioned on
3 the real property passing inspection. Reimbursement under this
4 subsection (1) ~~((a))~~ (b)(i) may also include up to fourteen days of
5 lost rental income from the date of offer of housing to the applicant
6 whose housing subsidy program was conditioned on the real property
7 passing inspection until move in by that applicant;

8 ~~((b))~~ (ii) Reimbursement for damages as reflected in a judgment
9 obtained against the tenant through either an unlawful detainer
10 proceeding, or through a civil action in a court of competent
11 jurisdiction after a hearing;

12 ~~((c))~~ (iii) Reimbursement for damages established pursuant to
13 subsection (2) of this section; and

14 ~~((d))~~ (iv) Reimbursement for unpaid rent and unpaid utilities,
15 provided that the landlord can evidence it to the department's
16 satisfaction.

17 (c) Claims related to landlord mitigation for an unpaid judgment
18 for rent, late fees, attorneys' fees, and costs after a court order
19 pursuant to RCW 59.18.410(3) are eligible for reimbursement from the
20 landlord mitigation program account.

21 (i) The department shall provide for a form on its web site for
22 tenants and landlords to fill out after a court order permitting the
23 parties to apply for funds pursuant to this subsection.

24 (ii) The form provided in (c)(i) of this subsection must include:
25 (A) Space for the landlord and tenant to provide names, mailing
26 addresses, phone numbers, date of birth for the tenant, and any other
27 identifying information necessary for the department to process
28 payment; (B) the landlord's statewide vendor identification number
29 and how to obtain one; (C) name and address to whom payment must be
30 made; (D) the amount of the judgment with instructions to include any
31 other supporting documentation the department may need to process
32 payment; (E) instructions for how the tenant is to reimburse the
33 department under (c)(iii) of this subsection; (F) a description of
34 the consequences if the tenant does not reimburse the department as
35 provided in this subsection (1)(c); (G) a signature line for the
36 landlord and tenant to confirm that they have read and understood the
37 contents of the form and program; and (H) any other information
38 necessary for the operation of the program.

39 (iii) When a landlord has been reimbursed pursuant to this
40 subsection (1)(c), the tenant for whom payment was made shall

1 reimburse the department by depositing the amount disbursed from the
2 landlord mitigation program account into the court registry of the
3 superior court in which the judgment was entered. The tenant or other
4 interested party may seek an ex parte order of the court under the
5 unlawful detainer action to order such funds to be disbursed by the
6 court. Upon entry of the order, the court clerk shall disburse the
7 funds and include a case number with any payment issued to the
8 department. If directed by the court, a clerk shall issue any
9 payments made by a tenant to the department without further court
10 order.

11 (iv) The department may deny an application made by a tenant who
12 has failed to reimburse the department for prior payments issued
13 pursuant to this subsection (1)(c).

14 (v) With any disbursement from the account to the landlord, the
15 department shall notify the tenant at the address provided within the
16 application that a disbursement has been made to the landlord on the
17 tenant's behalf and that failure to reimburse the account for the
18 payment through the court registry may result in a denial of a future
19 application to the account pursuant to this subsection (1)(c). The
20 department may include any other additional information about how to
21 reimburse the account it deems necessary to fully inform the tenant.

22 (vi) Claims under this subsection (1)(c) are not subject to
23 subsection (4) of this section.

24 (vii) The department's duties with respect to obtaining
25 reimbursement from the tenant to the account are limited to those
26 specified within this subsection (1)(c).

27 (viii) If a claim under this subsection (1)(c) cannot be
28 satisfied due to a lack of existing funding, the claim is deemed
29 durable and shall be paid in the order received upon such time that
30 funding is replenished.

31 (2) In order for a claim under subsection (1)(~~e~~) (b)(iii) of
32 this section to be eligible for reimbursement from the landlord
33 mitigation program account, a landlord must:

34 (a) Have ensured that the rental property was inspected at the
35 commencement of the tenancy by both the tenant and the landlord or
36 landlord's agent and that a detailed written move-in property
37 inspection report, as required in RCW 59.18.260, was prepared and
38 signed by both the tenant and the landlord or landlord's agent;

39 (b) Make repairs and then apply for reimbursement to the
40 department;

1 (c) Submit a claim on a form to be determined by the department,
2 signed under penalty of perjury; and

3 (d) Submit to the department copies of the move-in property
4 inspection report specified in (a) of this subsection and supporting
5 materials including, but not limited to, before repair and after
6 repair photographs, videos, copies of repair receipts for labor and
7 materials, and such other documentation or information as the
8 department may request.

9 (3) The department shall make reasonable efforts to review a
10 claim within ten business days from the date it received properly
11 submitted and complete claims to the satisfaction of the department.
12 In reviewing a claim pursuant to subsection (1)(b) of this section,
13 and determining eligibility for reimbursement, the department must
14 receive documentation, acceptable to the department in its sole
15 discretion, that the claim involves a private market rental unit
16 rented to a low-income tenant who is using a housing subsidy program.

17 (4) Claims pursuant to subsection (1)(b) of this section related
18 to a tenancy must total at least five hundred dollars in order for a
19 claim to be eligible for reimbursement from the program. While claims
20 or damages may exceed five thousand dollars, total reimbursement from
21 the program may not exceed five thousand dollars per tenancy.

22 (5) Damages, beyond wear and tear, that are eligible for
23 reimbursement include, but are not limited to: Interior wall gouges
24 and holes; damage to doors and cabinets, including hardware; carpet
25 stains or burns; cracked tiles or hard surfaces; broken windows;
26 damage to household fixtures such as disposal, toilet, sink, sink
27 handle, ceiling fan, and lighting. Other property damages beyond
28 normal wear and tear may also be eligible for reimbursement at the
29 department's discretion.

30 (6) All reimbursements for eligible claims shall be made on a
31 first-come, first-served basis, to the extent of available funds. The
32 department shall use best efforts to notify the tenant of the amount
33 and the reasons for any reimbursements made.

34 (7) The department, in its sole discretion, may inspect the
35 property and the landlord's records related to a claim, including the
36 use of a third-party inspector as needed to investigate fraud, to
37 assist in making its claim review and determination of eligibility.

38 (8) A landlord in receipt of reimbursement from the program is
39 prohibited from:

1 (a) Taking legal action against the tenant for damages
2 attributable to the same tenancy; or

3 (b) Pursuing collection, or authorizing another entity to pursue
4 collection on the landlord's behalf, of a judgment against the tenant
5 for damages attributable to the same tenancy.

6 (9) A landlord denied reimbursement under subsection (1)(~~(e)~~)
7 (b)(iii) of this section may seek to obtain a judgment from a court
8 of competent jurisdiction and, if successful, may resubmit a claim
9 for damages supported by the judgment, along with a certified copy of
10 the judgment. The department may reimburse the landlord for that
11 portion of such judgment that is based on damages reimbursable under
12 the landlord mitigation program, subject to the limitations set forth
13 in this section.

14 (10) Determinations regarding reimbursements shall be made by the
15 department in its sole discretion.

16 (11) The department must establish a web site that advertises the
17 landlord mitigation program, the availability of reimbursement from
18 the landlord mitigation program account, and maintains or links to
19 the agency rules and policies established pursuant to this section.

20 (12) Neither the state, the department, or persons acting on
21 behalf of the department, while acting within the scope of their
22 employment or agency, is liable to any person for any loss, damage,
23 harm, or other consequence resulting directly or indirectly from the
24 department's administration of the landlord mitigation program or
25 determinations under this section.

26 (13)(a) A report to the appropriate committees of the legislature
27 on the effectiveness of the program and recommended modifications
28 shall be submitted to the governor and the appropriate committees of
29 the legislature by January 1, 2021. In preparing the report, the
30 department shall convene and solicit input from a group of
31 stakeholders to include representatives of large multifamily housing
32 property owners or managers, small rental housing owners in both
33 rural and urban markets, a representative of tenant advocates, and a
34 representative of the housing authorities.

35 (b) The report shall include discussion of the effectiveness of
36 the program as well as the department's recommendations to improve
37 the program, and shall include the following:

38 (i) The number of total claims and total amount reimbursed to
39 landlords by the fund;

40 (ii) Any indices of fraud identified by the department;

1 (iii) Any reports by the department regarding inspections
2 authorized by and conducted on behalf of the department;

3 (iv) An outline of the process to obtain reimbursement for
4 improvements and for damages from the fund;

5 (v) An outline of the process to obtain reimbursement for lost
6 rent due to the rental inspection and tenant screening process,
7 together with the total amount reimbursed for such damages;

8 (vi) An evaluation of the feasibility for expanding the use of
9 the mitigation fund to provide up to ninety-day no interest loans to
10 landlords who have not received timely rental payments from a housing
11 authority that is administering section 8 rental assistance;

12 (vii) Any other modifications and recommendations made by
13 stakeholders to improve the effectiveness and applicability of the
14 program.

15 (14) As used in this section:

16 (a) "Housing subsidy program" means a housing voucher as
17 established under 42 U.S.C. Sec. 1437 as of January 1, 2018, or other
18 housing subsidy program including, but not limited to, valid short-
19 term or long-term federal, state, or local government, private
20 nonprofit, or other assistance program in which the tenant's rent is
21 paid either partially by the program and partially by the tenant, or
22 completely by the program directly to the landlord;

23 (b) "Low-income" means income that does not exceed eighty percent
24 of the median income for the standard metropolitan statistical area
25 in which the private market rental unit is located; and

26 (c) "Private market rental unit" means any unit available for
27 rent that is owned by an individual, corporation, limited liability
28 company, nonprofit housing provider, or other entity structure, but
29 does not include housing acquired, or constructed by a public housing
30 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.

31 **Sec. 13.** RCW 43.31.615 and 2018 c 66 s 3 are each amended to
32 read as follows:

33 (1) The landlord mitigation program account is created in the
34 custody of the state treasury. All transfers and appropriations by
35 the legislature, repayments, private contributions, and all other
36 sources must be deposited into the account. Expenditures from the
37 account may only be used for the landlord mitigation program under
38 this chapter to reimburse landlords for eligible claims related to
39 private market rental units during the time of their rental to low-

1 income tenants using housing subsidy programs as defined in RCW
2 43.31.605, for any unpaid judgment issued within an unlawful detainer
3 action under chapter 59.18 RCW, and for the administrative costs
4 identified in subsection (2) of this section. Only the director or
5 the director's designee may authorize expenditures from the account.
6 The account is subject to allotment procedures under chapter 43.88
7 RCW, but an appropriation is not required for expenditures.

8 (2) Administrative costs associated with application,
9 distribution, and other program activities of the department may not
10 exceed (~~ten~~) twenty percent of the annual funds available for the
11 landlord mitigation program. Reappropriations must not be included in
12 the calculation of the annual funds available for determining the
13 administrative costs.

14 NEW SECTION. **Sec. 14.** If specific funding for the purposes of
15 this act, referencing this act by bill or chapter number, is not
16 provided by June 30, 2019, in the capital or operating omnibus
17 appropriations acts, this act is null and void."

ESHB 1453 - S COMM AMD
By Committee on Housing Stability & Affordability

NOT CONSIDERED 12/23/2019

18 On page 1, line 1 of the title, after "protections;" strike the
19 remainder of the title and insert "amending RCW 59.12.030, 59.18.410,
20 59.18.390, 59.18.365, 59.18.290, 59.18.055, 43.31.605, and 43.31.615;
21 reenacting and amending RCW 59.18.030; adding new sections to chapter
22 59.18 RCW; creating new sections; and prescribing penalties."

EFFECT: (1) Adds an intent section.

(2) Modifies the 14-day uniform notice to pay or vacate for default in payment of rent and/or utilities to include recurring or periodic charges, as appropriate, with itemized amounts owed for rent, utilities, and recurring or periodic charges identified in the lease.

(3) Provides that the 14-day notice to pay or vacate form does not abolish any additional notice requirements to tenants as required by federal, state, or local law.

(4) Transfers the notice publication requirements to the Office of the Attorney General from the Department of Commerce.

(5) Permits the Office of the Attorney General to produce and maintain on its web site translated versions of other notices, in addition to the 14-day notice to pay or vacate.

(6) Modifies the definition of "rent" to mean recurring or periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities.

(7) Requires the tenant to pay an additional \$50 in late fees for each prior reinstatement of tenancy that occurred within the previous 12-month period.

(8) Revises the factors that the court must consider in determining whether to stay or vacate the writ of restitution for good cause (judicial discretion) to focus entirely upon the tenant and his or her circumstances.

(9) Creates a payment plan process if judicial discretion is exercised, addressing the timing and amount of payments and tenant options depending on the date of the court order.

(10) Prescribes a notice of default in statute which a landlord may serve upon a tenant if the tenant defaults on a payment plan. Provides the tenant with three calendar days from date of service of the notice of default to vacate the premises before execution of the writ of restitution.

(11) Allows the landlord, in the event of a default by a tenant on a payment plan, to submit an application to Commerce to pay the balance from the Landlord Mitigation Program (LMP).

(12) Requires the court, whenever a tenant seeks a stay or vacation of a writ of restitution following entry of a judgment for restitution due to nonpayment, to issue a finding as to whether the tenant is low-income, limited resourced, or experiencing hardship; and if the tenant is so found, authorizes the court to issue an order vacating the writ and providing for payment from the LMP and to direct the clerk to remit any future payments made by the tenant to Commerce.

(13) Provides additional specificity regarding claims from the LMP for unpaid judgments for rent/late fees/attorneys' fees/costs. Tasks Commerce with providing for a claim form on its web site. Provides that when a landlord has been reimbursed from the LMP, Commerce shall notify the tenant regarding reimbursing the fund.

(14) Authorizes landlords to renew an application for writs of restitution if Commerce fails to disburse payment to the landlord within 30 days of application to the LMP.

(15) Provides that if a landlord claim to the LMP cannot be satisfied due to lack of existing funding, the claim is deemed durable and must be paid in the order received until funding in the LMP is replenished.

(16) Authorizes Commerce to deny an LMP application made by a tenant if the tenant has failed to reimburse Commerce for prior payments issued under the LMP.

(17) Authorizes the court to issue an ex parte stay of a writ of restitution sought by a tenant if the tenant or tenant's attorney indicates good faith efforts were made to notify the other party, why notice could not be provided if no efforts were made, and describes the harm that may result if an immediate stay is not granted.

(18) Sets forth the criteria for an award of reasonable attorneys' fees where the court has entered a judgment in favor of the landlord restoring possession of the property or if the tenant has filed a motion to stay a writ of restitution from execution.

(19) Provides that due diligence under the alternative means of service is met when the landlord attempts personal service on the tenant at least three times over not less than two days and at different times of the day.

(20) Makes technical corrections to implement the new judicial discretion language and to achieve consistency when referring to tenants and landlords in affected provisions.

(21) Makes the act null and void if funding is not provided in the capital or operating budget.

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