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**Civil Rights & Judiciary Committee**

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**HB 1453**

**Brief Description:** Concerning residential tenant protections.

**Sponsors:** Representatives Macri, Jinkins, Morgan, Dolan, Frame, Peterson, Thai, Doglio, Gregerson, Pellicciotti, Orwall, Davis, Lekanoff, Senn, Kloba, Stanford and Ortiz-Self.

**Brief Summary of Bill**

- Makes a number of changes to the Residential Landlord-Tenant Act, including:
  - affording tenants longer time to comply with the duty to pay rent prior to commencement of an unlawful detainer action; and
  - authorizing the use of judicial discretion in unlawful detainer proceedings.

**Hearing Date:** 2/5/19

**Staff:** Cece Clynch (786-7195).

**Background:**

Residential Landlord-Tenant Act.

The Residential Landlord-Tenant Act (RLTA) regulates the relationship between residential landlords and tenants, defines terms, and includes provisions regarding the duties of tenants and landlords, as well as remedies for violations of those duties. Subject to a few exceptions spelled out in statute, the rental of a dwelling unit for living purposes is generally covered under the RLTA. "Dwelling unit" is a structure or that part of a structure which is used as a home, residence, or sleeping place.

Tenant Duties.

Tenant duties under the RLTA include the following:

- paying rent;
- keeping the part of the premises occupied by the tenant as clean and sanitary as the conditions of the premises permit;
- properly disposing of rubbish;

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- properly using and operating fixtures and appliances;
- not intentionally or negligently destroying or damaging any part of the structure or dwelling;
- not permitting a nuisance or common waste; and
- not engaging in drug-related or gang-related activity.

#### Unlawful Detainer.

A tenant is in unlawful detainer status when he or she:

- holds over after the expiration of the specified term for which it is let to him or her. When real property is leased for a specified term or period, the tenancy shall be terminated without notice at the expiration of the specified term or period.
- continues in possession of premises leased for an indefinite period, such as month to month, after the end of any month or period when the landlord, more than 20 days prior to the end of the month or period, served notice requiring the tenant to quit the premises at the end of the month or period.
- continues in possession after a default in rent, and after a three-day notice to pay rent or vacate has been served, without complying with the duty to pay.
- continues in possession after failing to comply with a duty of tenancy other than to pay rent, and after a 10-day notice to comply or vacate has been served, without complying with the duty.
- permits waste upon the premises, or carries on an unlawful business, or maintains a nuisance and remains in possession after the service of a three-day notice to quit the premises.
- enters upon the premises without permission and without having color of title and refuses to leave after a three-day notice. Such a person may also be subject to criminal laws.
- Commits or permits any gang-related activity as prohibited by the RLTA.

If the tenant is in unlawful detainer status, a landlord may bring a court action to evict the tenant. The summons must be substantially in the form specified in the RLTA. The return day, for the tenant to respond with a Notice of Appearance and Answer, may not be less than seven days nor more than 30 days from the date of service. Failure to respond constitutes a default.

The RLTA includes an additional, optional notice as well, which may be used when the landlord's action is predicated on a failure to pay rent. If this form is also served, the tenant must either pay the amount of rent allegedly due and owing into the court registry or file a sworn statement denying that the rent is owing. If the tenant fails to do one or the other, the landlord is entitled to obtain an immediate writ of restitution without further notice and without paying a bond.

A landlord prevailing in an unlawful detainer action is entitled to a judgment for restitution of the premises together with damages and rent found due. Generally, the prevailing party in an unlawful detainer action may also be awarded costs and reasonable attorneys' fees. When the proceeding is for an unlawful detainer after default in the payment of rent, and the lease or agreement has not by its terms expired, execution upon the judgment shall not be issued until the expiration of five days after entry. During that time, the tenant or any subtenant or mortgagee or other party may pay into court for the landlord the amount of the judgment and costs, and the tenant shall be restored to the tenancy.

#### **Summary of Bill:**

The Residential Landlord-Tenant Act (RLTA) is amended in a number of ways.

A tenant is guilty of unlawful detainer when he or she continues in possession after a default in rent, and after a 21-day (up from three-day) notice to pay rent or vacate has been served, without complying with the duty to pay.

The terms "rent" or "rental amount" are defined under the RLTA to mean consideration for use and occupancy of the premises. These terms do not include charges for costs incurred due to late payment, damages, utilities, deposits, legal costs, or other fees, including attorneys' fees. A landlord must first apply any payment made by a tenant toward rent, before applying it toward these other charges for costs. Continued tenancy or relief from forfeiture may not be conditioned on the payment of any amount other than rent. However, a landlord is not foreclosed from pursuing other lawful remedies to collect these other charges for costs.

When an unlawful detainer action is predicated on the failure to pay rent, execution on the judgment may not be issued until the expiration of five court days (rather than five days) after the entry of the judgment. During that time the tenant or or any subtenant or mortgagee or other party may pay into court for the landlord the amount of the principal judgment for rent (rather than the judgment and costs), and the tenant shall be restored to the tenancy. Restoration of the tenancy does not foreclose the landlord's remedies to collect the remainder of the judgment for costs and fees.

When an unlawful detainer action is commenced for breach of a condition capable of cure, the court must stay the writ of restitution to afford a reasonable time for the tenant to properly cure and redeem the tenancy. If not cured within a reasonable period, the judgment may be enforced for its full amount and for the possession of the premises.

The court is authorized to use discretion to grant relief if it appears to the court that relief from forfeiture is appropriate. It is also expressly provided that, in all cases and in addition to any other remedies provided, the court may vacate or stay a writ of restitution upon good cause and on such terms as the court deems fair and just.

The statutory form for an eviction summons is replaced. The additional, optional notice that may be used when the landlord's action is predicated on a failure to pay rent is repealed, and references to that section are stricken.

**Appropriation:** None.

**Fiscal Note:** Not requested.

**Effective Date:** The bill takes effect 90 days after adjournment of the session in which the bill is passed.