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**SUBSTITUTE HOUSE BILL 1453**

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**State of Washington**

**66th Legislature**

**2019 Regular Session**

**By** House Civil Rights & Judiciary (originally sponsored by Representatives Macri, Jinkins, Morgan, Dolan, Frame, Peterson, Thai, Doglio, Gregerson, Pellicciotti, Orwall, Davis, Lekanoff, Senn, Kloba, Stanford, and Ortiz-Self)

READ FIRST TIME 02/20/19.

1 AN ACT Relating to residential tenant protections; amending RCW  
2 59.12.030, 59.18.380, 59.18.410, 59.18.290, and 59.18.390; reenacting  
3 and amending RCW 59.18.030; adding new sections to chapter 59.18 RCW;  
4 and prescribing penalties.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 **Sec. 1.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to  
7 read as follows:

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

10 (1) When he or she holds over or continues in possession, in  
11 person or by subtenant, of the property or any part thereof after the  
12 expiration of the term for which it is let to him or her. When real  
13 property is leased for a specified term or period by express or  
14 implied contract, whether written or oral, the tenancy shall be  
15 terminated without notice at the expiration of the specified term or  
16 period;

17 (2) When he or she, having leased property for an indefinite time  
18 with monthly or other periodic rent reserved, continues in possession  
19 thereof, in person or by subtenant, after the end of any such month  
20 or period, when the landlord, more than twenty days prior to the end  
21 of such month or period, has served notice (in manner in RCW

1 59.12.040 provided) requiring him or her to quit the premises at the  
2 expiration of such month or period;

3 (3) When he or she continues in possession in person or by  
4 subtenant after a default in the payment of rent, and after notice in  
5 writing requiring in the alternative the payment of the rent or the  
6 surrender of the detained premises, served (in manner in RCW  
7 59.12.040 provided) in behalf of the person entitled to the rent upon  
8 the person owing it, has remained uncomplied with for the period of  
9 three days after service thereof, or for the period of fourteen days  
10 after service for tenancies under chapter 59.18 RCW. The notice may  
11 be served at any time after the rent becomes due;

12 (4) When he or she continues in possession in person or by  
13 subtenant after a neglect or failure to keep or perform any other  
14 condition or covenant of the lease or agreement under which the  
15 property is held, including any covenant not to assign or sublet,  
16 than one for the payment of rent, and after notice in writing  
17 requiring in the alternative the performance of such condition or  
18 covenant or the surrender of the property, served (in manner in RCW  
19 59.12.040 provided) upon him or her, and if there is a subtenant in  
20 actual possession of the premises, also upon such subtenant, shall  
21 remain uncomplied with for ten days after service thereof. Within ten  
22 days after the service of such notice the tenant, or any subtenant in  
23 actual occupation of the premises, or any mortgagee of the term, or  
24 other person interested in its continuance, may perform such  
25 condition or covenant and thereby save the lease from such  
26 forfeiture;

27 (5) When he or she commits or permits waste upon the demised  
28 premises, or when he or she sets up or carries on thereon any  
29 unlawful business, or when he or she erects, suffers, permits, or  
30 maintains on or about the premises any nuisance, and remains in  
31 possession after the service (in manner in RCW 59.12.040 provided)  
32 upon him or her of three days' notice to quit;

33 (6) A person who, without the permission of the owner and without  
34 having color of title thereto, enters upon land of another and who  
35 fails or refuses to remove therefrom after three days' notice, in  
36 writing and served upon him or her in the manner provided in RCW  
37 59.12.040. Such person may also be subject to the criminal provisions  
38 of chapter 9A.52 RCW; or

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

1 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18  
2 RCW to read as follows:

3 Every notice served pursuant to RCW 59.12.030(3) must be  
4 accompanied by a notice in substantially the following form:

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

6 You are receiving the attached notice because the landlord  
7 alleges you are not in compliance with the terms of the lease  
8 agreement by failing to pay rent and/or utilities that are past due.  
9 **The monthly rent amount is \$ (dollar amount).**

10 **Rent due for (list month(s)):** **\$ (dollar amount)**

11 **AND/OR**

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

13 **Total rent and/or utilities due:** **\$ (dollar amount)**

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

16 You must pay the total amount of rent and/or utilities due to  
17 your landlord within fourteen (14) days after receipt of this notice  
18 or you must vacate the premises. Any payment you make to the landlord  
19 must first be applied to the amount due as shown on this notice. Any  
20 failure to comply with this notice within fourteen (14) days after  
21 receipt of this notice may result in a judicial proceeding that leads  
22 to your eviction from the premises.

23 **The Washington state Department of Commerce has this notice in**  
24 **multiple languages on its web site. You will also find information**  
25 **there on how to find a lawyer or advocate at low or no cost and any**  
26 **available resources to help pay your rent. Alternatively, call 2-1-1**  
27 **to learn about these services.**

28 **State law provides you the right to receive interpreter services**  
29 **at court.**

30

31 OWNER/LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

32

33 **WHERE RENT IS TO BE PAID: \_\_\_(owner/landlord name)\_\_\_**  
34 **\_\_\_\_\_ (address) \_\_\_\_\_"**

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

1 (1) The department of commerce shall produce and maintain on its  
2 web site translated versions of the notice under section 2 of this  
3 act in the top ten languages spoken in Washington state and, at the  
4 discretion of the department, other languages. The notice must be  
5 made available upon request in printed form on one letter size paper,  
6 eight and one-half by eleven inches, and in an easily readable font  
7 size.

8 (2) The department of commerce shall also provide on its web site  
9 information on where tenants can access legal or advocacy resources,  
10 including information on any immigrant and cultural organizations  
11 where tenants can receive assistance in their primary language.

12 **Sec. 4.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and  
13 amended to read as follows:

14 As used in this chapter:

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

31 (2) "Commercially reasonable manner," with respect to a sale of a  
32 deceased tenant's personal property, means a sale where every aspect  
33 of the sale, including the method, manner, time, place, and other  
34 terms, must be commercially reasonable. If commercially reasonable, a  
35 landlord may sell the tenant's property by public or private  
36 proceedings, by one or more contracts, as a unit or in parcels, and  
37 at any time and place and on any terms.

38 (3) "Comprehensive reusable tenant screening report" means a  
39 tenant screening report prepared by a consumer reporting agency at

1 the direction of and paid for by the prospective tenant and made  
2 available directly to a prospective landlord at no charge, which  
3 contains all of the following: (a) A consumer credit report prepared  
4 by a consumer reporting agency within the past thirty days; (b) the  
5 prospective tenant's criminal history; (c) the prospective tenant's  
6 eviction history; (d) an employment verification; and (e) the  
7 prospective tenant's address and rental history.

8 (4) "Criminal history" means a report containing or summarizing  
9 (a) the prospective tenant's criminal convictions and pending cases,  
10 the final disposition of which antedates the report by no more than  
11 seven years, and (b) the results of a sex offender registry and  
12 United States department of the treasury's office of foreign assets  
13 control search, all based on at least seven years of address history  
14 and alias information provided by the prospective tenant or available  
15 in the consumer credit report.

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

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

19 (7) "Distressed home conveyance" has the same meaning as in RCW  
20 61.34.020.

21 (8) "Distressed home purchaser" has the same meaning as in RCW  
22 61.34.020.

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

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

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

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

1 (13) "In danger of foreclosure" means any of the following:  
2 (a) The homeowner has defaulted on the mortgage and, under the  
3 terms of the mortgage, the mortgagee has the right to accelerate full  
4 payment of the mortgage and repossess, sell, or cause to be sold the  
5 property;  
6 (b) The homeowner is at least thirty days delinquent on any loan  
7 that is secured by the property; or  
8 (c) The homeowner has a good faith belief that he or she is  
9 likely to default on the mortgage within the upcoming four months due  
10 to a lack of funds, and the homeowner has reported this belief to:  
11 (i) The mortgagee;  
12 (ii) A person licensed or required to be licensed under chapter  
13 19.134 RCW;  
14 (iii) A person licensed or required to be licensed under chapter  
15 19.146 RCW;  
16 (iv) A person licensed or required to be licensed under chapter  
17 18.85 RCW;  
18 (v) An attorney-at-law;  
19 (vi) A mortgage counselor or other credit counselor licensed or  
20 certified by any federal, state, or local agency; or  
21 (vii) Any other party to a distressed property conveyance.  
22 (14) "Landlord" means the owner, lessor, or sublessor of the  
23 dwelling unit or the property of which it is a part, and in addition  
24 means any person designated as representative of the owner, lessor,  
25 or sublessor including, but not limited to, an agent, a resident  
26 manager, or a designated property manager.  
27 (15) "Mortgage" is used in the general sense and includes all  
28 instruments, including deeds of trust, that are used to secure an  
29 obligation by an interest in real property.  
30 (16) "Owner" means one or more persons, jointly or severally, in  
31 whom is vested:  
32 (a) All or any part of the legal title to property; or  
33 (b) All or part of the beneficial ownership, and a right to  
34 present use and enjoyment of the property.  
35 (17) "Person" means an individual, group of individuals,  
36 corporation, government, or governmental agency, business trust,  
37 estate, trust, partnership, or association, two or more persons  
38 having a joint or common interest, or any other legal or commercial  
39 entity.

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

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

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

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

12 (22) "Qualified inspector" means a United States department of  
13 housing and urban development certified inspector; a Washington state  
14 licensed home inspector; an American society of home inspectors  
15 certified inspector; a private inspector certified by the national  
16 association of housing and redevelopment officials, the American  
17 association of code enforcement, or other comparable professional  
18 association as approved by the local municipality; a municipal code  
19 enforcement officer; a Washington licensed structural engineer; or a  
20 Washington licensed architect.

21 (23) "Reasonable attorneys' fees," where authorized in this  
22 chapter, means an amount to be determined including the following  
23 factors: The time and labor required, the novelty and difficulty of  
24 the questions involved, the skill requisite to perform the legal  
25 service properly, the fee customarily charged in the locality for  
26 similar legal services, the amount involved and the results obtained,  
27 and the experience, reputation and ability of the lawyer or lawyers  
28 performing the services.

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

34 (25) "Rent" or "rental amount" means consideration for use and  
35 occupancy of the premises, and may include charges for utilities and  
36 deposits. These terms do not include charges for costs incurred due  
37 to late payment, damages, legal costs, or other fees, including  
38 attorneys' fees.

1        ~~(26)~~ (26) "Rental agreement" means all agreements which establish or  
2 modify the terms, conditions, rules, regulations, or any other  
3 provisions concerning the use and occupancy of a dwelling unit.

4        ~~((26))~~ (27) A "single-family residence" is a structure  
5 maintained and used as a single dwelling unit. Notwithstanding that a  
6 dwelling unit shares one or more walls with another dwelling unit, it  
7 shall be deemed a single-family residence if it has direct access to  
8 a street and shares neither heating facilities nor hot water  
9 equipment, nor any other essential facility or service, with any  
10 other dwelling unit.

11        ~~((27))~~ (28) A "tenant" is any person who is entitled to occupy  
12 a dwelling unit primarily for living or dwelling purposes under a  
13 rental agreement.

14        ~~((28))~~ (29) "Tenant representative" means:

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

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

22        (c) In the absence of a personal representative under (a) of this  
23 subsection or a person claiming to be a successor under (b) of this  
24 subsection, a designated person; or

25        (d) In the absence of a personal representative under (a) of this  
26 subsection, a person claiming to be a successor under (b) of this  
27 subsection, or a designated person under (c) of this subsection, any  
28 person who provides the landlord with reasonable evidence that he or  
29 she is a successor of the deceased tenant as defined in RCW  
30 11.62.005. The landlord has no obligation to identify all of the  
31 deceased tenant's successors.

32        ~~((29))~~ (30) "Tenant screening" means using a consumer report or  
33 other information about a prospective tenant in deciding whether to  
34 make or accept an offer for residential rental property to or from a  
35 prospective tenant.

36        ~~((30))~~ (31) "Tenant screening report" means a consumer report  
37 as defined in RCW 19.182.010 and any other information collected by a  
38 tenant screening service.



1        NEW SECTION.    **Sec. 5.**    A new section is added to chapter 59.18  
2    RCW to read as follows:

3        Under this chapter:

4        (1) A landlord must first apply any payment made by a tenant  
5    toward rent, as that term is defined in RCW 59.18.030, before  
6    applying any payment toward late payments, damages, legal costs, or  
7    other fees, including attorneys' fees.

8        (2) Continued tenancy or relief from forfeiture may not be  
9    conditioned on a tenant's payment or satisfaction of any monetary  
10   amount other than rent. However, this does not foreclose a landlord  
11   from pursuing other lawful remedies to collect late payments,  
12   damages, legal costs, or other fees, including attorneys' fees.

13        **Sec. 6.**    RCW 59.18.380 and 2011 c 132 s 18 are each amended to  
14   read as follows:

15        At the time and place fixed for the hearing of plaintiff's motion  
16   for a writ of restitution, the defendant, or any person in possession  
17   or claiming possession of the property, may answer, orally or in  
18   writing, and assert any legal or equitable defense or set-off arising  
19   out of the tenancy. If the answer is oral the substance thereof shall  
20   be endorsed on the complaint by the court. The court shall examine  
21   the parties and witnesses orally to ascertain the merits of the  
22   complaint and answer, and if it shall appear that the plaintiff has  
23   the right to be restored to possession of the property, the court  
24   shall enter an order directing the issuance of a writ of restitution,  
25   returnable ten days after its date, restoring to the plaintiff  
26   possession of the property and if it shall appear to the court that  
27   there is no substantial issue of material fact of the right of the  
28   plaintiff to be granted other relief as prayed for in the complaint  
29   and provided for in this chapter, the court may enter an order and  
30   judgment granting so much of such relief as may be sustained by the  
31   proof, and the court may grant such other relief as may be prayed for  
32   in the plaintiff's complaint and provided for in this chapter, then  
33   the court shall enter an order denying any relief sought by the  
34   plaintiff for which the court has determined that the plaintiff has  
35   no right as a matter of law: PROVIDED, That within three days after  
36   the service of the writ of restitution issued prior to final  
37   judgment, the defendant, or person in possession of the property,  
38   may, in any action for the recovery of possession of the property for  
39   failure to pay rent, stay the execution of the writ pending final

1 judgment by paying into court or to the plaintiff, as the court  
2 directs, all rent found to be due, and in addition by paying, on a  
3 monthly basis pending final judgment, an amount equal to the monthly  
4 rent called for by the lease or rental agreement at the time the  
5 complaint was filed: PROVIDED FURTHER, That before any writ shall  
6 issue prior to final judgment the plaintiff shall execute to the  
7 defendant and file in the court a bond in such sum as the court may  
8 order, with sufficient surety to be approved by the clerk,  
9 conditioned that the plaintiff will prosecute his or her action  
10 without delay, and will pay all costs that may be adjudged to the  
11 defendant, and all damages which he or she may sustain by reason of  
12 the writ of restitution having been issued, should the same be  
13 wrongfully sued out. The court shall also enter an order directing  
14 the parties to proceed to trial on the complaint and answer in the  
15 usual manner.

16 If it appears to the court that the plaintiff should not be  
17 restored to possession of the property, the court shall deny  
18 plaintiff's motion for a writ of restitution and enter an order  
19 directing the parties to proceed to trial within thirty days on the  
20 complaint and answer. If it appears to the court that there is a  
21 substantial issue of material fact as to whether or not the plaintiff  
22 is entitled to other relief as is prayed for in plaintiff's complaint  
23 and provided for in this chapter, or that there is a genuine issue of  
24 a material fact pertaining to a legal or equitable defense or set-off  
25 raised in the defendant's answer, the court shall grant or deny so  
26 much of plaintiff's other relief sought and so much of defendant's  
27 defenses or set-off claimed, as may be proper. If it appears to the  
28 court that relief from forfeiture is appropriate in the interest of  
29 justice, the court shall have discretion to grant such relief.

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

32 (1) If upon the trial the verdict of the jury or, if the case be  
33 tried without a jury, the finding of the court be in favor of the  
34 plaintiff and against the defendant, judgment shall be entered for  
35 the restitution of the premises; and if the proceeding be for  
36 unlawful detainer after neglect or failure to perform any condition  
37 or covenant of a lease or agreement under which the property is held,  
38 or after default in the payment of rent, the judgment shall also  
39 declare the forfeiture of the lease, agreement, or tenancy. The jury,

1 or the court, if the proceedings be tried without a jury, shall also  
2 assess the damages arising out of the tenancy occasioned to the  
3 plaintiff by any forcible entry, or by any forcible or unlawful  
4 detainer, alleged in the complaint and proved on the trial, and, if  
5 the alleged unlawful detainer be after default in the payment of  
6 rent, find the amount of any rent due, and the judgment shall be  
7 rendered against the defendant guilty of the forcible entry, forcible  
8 detainer, or unlawful detainer for the amount of damages thus  
9 assessed and for the rent, if any, found due, and the court may award  
10 statutory costs and reasonable ~~((attorney's))~~ attorneys' fees;  
11 however, if the alleged unlawful detainer is after default in the  
12 payment of rent or violation of a condition of the rental agreement,  
13 the court may award reasonable attorneys' fees only after a finding  
14 that the tenant did not act in good faith, willfully performed an act  
15 prohibited by the lease or the governing law, or willfully refrained  
16 from performing an act required by the lease or the governing law.

17 (2) When the proceeding is for an unlawful detainer after default  
18 in the payment of rent, ~~((and the lease or agreement under which the~~  
19 rent is payable has not by its terms expired,)) execution upon the  
20 judgment shall not be issued until the expiration of five court days  
21 after the entry of the judgment, within which time the tenant or any  
22 subtenant, or any mortgagee of the term, or other party interested in  
23 the continuance of the tenancy, may pay into court for the landlord  
24 the amount of the principal judgment for rent and costs and fees, and  
25 ~~((thereupon))~~ upon satisfaction of the principal judgment ~~((shall be~~  
26 ~~satisfied and))~~ for rent, the tenant shall be restored to his or her  
27 tenancy~~((; but))~~. Restoration of the tenancy shall not foreclose the  
28 plaintiff's remedies to collect the remainder of the judgment for  
29 costs and fees. If payment~~((, as herein provided, be))~~ of the  
30 principal judgment for rent is not made within five court days after  
31 the judgment, the judgment may be enforced for its full amount and  
32 for the possession of the premises.

33 (3)(a) Following the entry of a judgment in favor of the  
34 plaintiff and against the defendant for the restitution of the  
35 premises and forfeiture of the lease, agreement, or tenancy, the  
36 court, at the time of the show cause hearing or trial, or upon  
37 subsequent motion of the tenant but before the execution of the writ  
38 of restitution, may stay or vacate the writ of restitution upon good  
39 cause and on such terms that the court deems fair and just for both

1 parties. In making this decision, the court shall consider the  
2 following factors:

3 (i) Evidence or lack of evidence of the tenant's willful or  
4 intentional default or misconduct;

5 (ii) The tenant's ability in a timely way to cure the violation  
6 that the court found to have occurred;

7 (iii) The tenant's ability in a timely way to pay rent due and  
8 other amounts found owing;

9 (iv) The tenancy's history of comparable lease violations, if  
10 any;

11 (v) The likelihood that violations will stop or recur; and

12 (vi) The relative burden on the parties and on neighbors of the  
13 tenant resulting from reinstatement or refusal to reinstate.

14 (b) Following the entry of a judgment in favor of the plaintiff  
15 and against the defendant for the restitution of the premises and  
16 forfeiture of the lease, agreement, or tenancy, the court, at the  
17 time of the show cause hearing or trial, or upon subsequent motion of  
18 the tenant but before the execution of the writ of restitution, may  
19 consider the reasonableness of any late fees or costs accrued under  
20 the tenancy pursuant to the rental agreement, as well as the  
21 reasonableness of attorneys' fees, in any award of such fees and  
22 costs.

23 (c) The burden of proof for such relief under this subsection  
24 shall be on the tenant. The court may issue an order pursuant to this  
25 subsection upon appropriate terms, which may include the payment or  
26 severing of all or part of the monetary judgment for rent, late fees,  
27 damages, attorneys' fees, or costs. Any severing of the judgment for  
28 damages shall not preclude the landlord from enforcing or collecting  
29 on the monetary judgment or seeking relief for any reserved balance  
30 in a subsequent civil action.

31 (4) In all other cases the judgment may be enforced immediately.  
32 If writ of restitution shall have been executed prior to judgment no  
33 further writ or execution for the premises shall be required.

34 (5) This section also applies if the writ of restitution is  
35 issued pursuant to a final judgment entered after a show cause  
36 hearing conducted in accordance with RCW 59.18.380.

37 **Sec. 8.** RCW 59.18.290 and 2010 c 8 s 19028 are each amended to  
38 read as follows:

1 (1) It (~~shall be~~) is unlawful for the landlord to remove or  
2 exclude from the premises the tenant thereof except under a court  
3 order so authorizing. Any tenant so removed or excluded in violation  
4 of this section may recover possession of the property or terminate  
5 the rental agreement and, in either case, may recover the actual  
6 damages sustained. The prevailing party may recover the costs of suit  
7 or arbitration and reasonable (~~attorney's~~) attorneys' fees.

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

16 (3) Any award of costs and fees besides rent is not a condition  
17 of relief from forfeiture.

18 **Sec. 9.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to  
19 read as follows:

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

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

--- END ---