

**ESSB 5600 - H AMD TO H AMD (H-2831.2/19) 655**

By Representative Vick

**NOT ADOPTED 04/12/2019**

1 On page 2, line 12 of the striking amendment, after "RCW" insert  
2 "in which the landlord holds more than five dwelling units out as  
3 available for rent"

4  
5 On page 2, line 15 of the striking amendment, after "RCW" insert  
6 "in which the landlord holds more than five dwelling units out as  
7 available for rent"

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9 On page 2, line 32 of the striking amendment, after "RCW" insert  
10 "in which the landlord holds more than five dwelling units out as  
11 available for rent"

12  
13 On page 4, at the beginning of line 32 of the striking amendment,  
14 strike "As used in this chapter" and insert "~~((As used in this~~  
15 ~~chapter))~~The following definitions apply only to tenancies in which  
16 the landlord holds more than five dwelling units out as available for  
17 rent"

18  
19 On page 9, after line 19 of the striking amendment, insert the  
20 following:

21 "NEW SECTION. Sec. 6. A new section is added to chapter 59.18 RCW  
22 to read as follows:

23 The following definitions apply only to tenancies in which the  
24 landlord holds five or fewer dwelling units out as available for rent:

25 (1) "Certificate of inspection" means an unsworn statement,  
26 declaration, verification, or certificate made in accordance with  
27 the requirements of RCW 9A.72.085 by a qualified inspector that

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

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

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

30 (4) "Criminal history" means a report containing or summarizing  
31 (a) the prospective tenant's criminal convictions and pending cases,  
32 the final disposition of which antedates the report by no more than  
33 seven years, and (b) the results of a sex offender registry and  
34 United States department of the treasury's office of foreign assets

1 control search, all based on at least seven years of address history  
2 and alias information provided by the prospective tenant or  
3 available in the consumer credit report.

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

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

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

9 (8) "Distressed home purchaser" has the same meaning as in RCW  
10 61.34.020.

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

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

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

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

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

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

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

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

6 (i) The mortgagee;

7 (ii) A person licensed or required to be licensed under chapter  
8 19.134 RCW;

9 (iii) A person licensed or required to be licensed under chapter  
10 19.146 RCW;

11 (iv) A person licensed or required to be licensed under chapter  
12 18.85 RCW;

13 (v) An attorney-at-law;

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

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

17 (14) "Landlord" means the owner, lessor, or sublessor of the  
18 dwelling unit or the property of which it is a part, and in addition  
19 means any person designated as representative of the owner, lessor,  
20 or sublessor including, but not limited to, an agent, a resident  
21 manager, or a designated property manager.

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

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

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

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

30 (17) "Person" means an individual, group of individuals,  
31 corporation, government, or governmental agency, business trust,  
32 estate, trust, partnership, or association, two or more persons  
33 having a joint or common interest, or any other legal or commercial  
34 entity.

1 (18) "Premises" means a dwelling unit, appurtenances thereto,  
2 grounds, and facilities held out for the use of tenants generally  
3 and 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  
14 state licensed home inspector; an American society of home  
15 inspectors certified inspector; a private inspector certified by the  
16 national association of housing and redevelopment officials, the  
17 American association of code enforcement, or other comparable  
18 professional association as approved by the local municipality; a  
19 municipal code enforcement officer; a Washington licensed structural  
20 engineer; or a 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  
27 obtained, and the experience, reputation and ability of the lawyer  
28 or lawyers performing the services.

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

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

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

13 (28) "Tenant representative" means:

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

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

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

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

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

1 (30) "Tenant screening report" means a consumer report as  
2 defined in RCW 19.182.010 and any other information collected by a  
3 tenant screening service."

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

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8 On page 9, at the beginning of line 22 of the striking  
9 amendment, strike "Under this chapter:" and insert "This section  
10 applies only to tenancies in which the landlord holds more than five  
11 dwelling units out as available for rent:"

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13 On page 10, after line 2 of the striking amendment, insert the  
14 following:

15 "The following provisions apply only to tenancies in which the  
16 landlord holds more than five dwelling units out as available for  
17 rent:"

18

19 On page 15, after line 16, insert the following:

20 "NEW SECTION. Sec. 7. A new section is added to chapter 59.18  
21 RCW to read as follows:

22 The following provisions apply only to tenancies in which the  
23 landlord holds five or fewer dwelling units out as available for rent:

24 If upon the trial the verdict of the jury or, if the case be  
25 tried without a jury, the finding of the court be in favor of the  
26 plaintiff and against the defendant, judgment shall be entered for  
27 the restitution of the premises; and if the proceeding be for  
28 unlawful detainer after neglect or failure to perform any condition  
29 or covenant of a lease or agreement under which the property is  
30 held, or after default in the payment of rent, the judgment shall  
31 also declare the forfeiture of the lease, agreement, or tenancy. The  
32 jury, or the court, if the proceedings be tried without a jury,  
33 shall also assess the damages arising out of the tenancy occasioned  
34 to the plaintiff by any forcible entry, or by any forcible or

1 unlawful detainer, alleged in the complaint and proved on the trial,  
2 and, if the alleged unlawful detainer be after default in the  
3 payment of rent, find the amount of any rent due, and the judgment  
4 shall be rendered against the defendant guilty of the forcible  
5 entry, forcible detainer, or unlawful detainer for the amount of  
6 damages thus assessed and for the rent, if any, found due, and the  
7 court may award statutory costs and reasonable attorney's fees. When  
8 the proceeding is for an unlawful detainer after default in the  
9 payment of rent, and the lease or agreement under which the rent is  
10 payable has not by its terms expired, execution upon the judgment  
11 shall not be issued until the expiration of five days after the  
12 entry of the judgment, within which time the tenant or any  
13 subtenant, or any mortgagee of the term, or other party interested  
14 in the continuance of the tenancy, may pay into court for the  
15 landlord the amount of the judgment and costs, and thereupon the  
16 judgment shall be satisfied and the tenant restored to his or her  
17 tenancy; but if payment, as herein provided, be not made within five  
18 days the judgment may be enforced for its full amount and for the  
19 possession of the premises. In all other cases the judgment may be  
20 enforced immediately. If writ of restitution shall have been  
21 executed prior to judgment no further writ or execution for the  
22 premises shall be required. This section also applies if the writ of  
23 restitution is issued pursuant to a final judgment entered after a  
24 show cause hearing conducted in accordance with RCW 59.18.380."

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26 Renumber the remaining sections consecutively and correct  
27 internal references accordingly.

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29 On page 17, after line 3 of the striking amendment, insert:

30 "(3) This section applies only to tenancies in which the  
31 landlord holds more than five dwelling units out as available for  
32 rent.

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1        NEW SECTION. **Sec. 9.** A new section is added to chapter 59.18  
2 RCW to read as follows:

3        (1) The sheriff shall, upon receiving the writ of restitution,  
4 forthwith serve a copy thereof upon the defendant, his or her agent,  
5 or attorney, or a person in possession of the premises, and shall  
6 not execute the same for three days thereafter, and the defendant,  
7 or person in possession of the premises within three days after the  
8 service of the writ of restitution may execute to the plaintiff a  
9 bond to be filed with and approved by the clerk of the court in such  
10 sum as may be fixed by the judge, with sufficient surety to be  
11 approved by the clerk of the court, conditioned that they will pay  
12 to the plaintiff such sum as the plaintiff may recover for the use  
13 and occupation of the premises, or any rent found due, together with  
14 all damages the plaintiff may sustain by reason of the defendant  
15 occupying or keeping possession of the premises, together with all  
16 damages which the court theretofore has awarded to the plaintiff as  
17 provided in this chapter, and also all the costs of the action. If  
18 the writ of restitution was issued after alternative service  
19 provided for in RCW 59.18.055, the court shall determine the amount  
20 of the bond after considering the rent claimed and any other factors  
21 the court deems relevant. The plaintiff, his or her agent or  
22 attorneys, shall have notice of the time and place where the court  
23 or judge thereof shall fix the amount of the defendant's bond, and  
24 shall have notice and a reasonable opportunity to examine into the  
25 qualification and sufficiency of the sureties upon the bond before  
26 the bond shall be approved by the clerk. After the issuance of a  
27 writ of restitution, acceptance of a payment by the landlord or  
28 plaintiff that only partially satisfies the judgment will not  
29 invalidate the writ unless pursuant to a written agreement executed  
30 by both parties. The eviction will not be postponed or stopped  
31 unless a copy of that written agreement is provided to the sheriff.  
32 It is the responsibility of the tenant or defendant to ensure a copy  
33 of the agreement is provided to the sheriff. Upon receipt of the  
34 agreement the sheriff will cease action unless ordered to do

1 otherwise by the court. The writ of restitution and the notice that  
2 accompanies the writ of restitution required under RCW 59.18.312  
3 shall conspicuously state in bold face type, all capitals, not less  
4 than twelve points information about partial payments as set forth  
5 in subsection (2) of this section. If the writ of restitution has  
6 been based upon a finding by the court that the tenant, subtenant,  
7 sublessee, or a person residing at the rental premises has engaged  
8 in drug-related activity or has allowed any other person to engage  
9 in drug-related activity at those premises with his or her knowledge  
10 or approval, neither the tenant, the defendant, nor a person in  
11 possession of the premises shall be entitled to post a bond in order  
12 to retain possession of the premises. The writ may be served by the  
13 sheriff, in the event he or she shall be unable to find the  
14 defendant, an agent or attorney, or a person in possession of the  
15 premises, by affixing a copy of the writ in a conspicuous place upon  
16 the premises: PROVIDED, That the sheriff shall not require any bond  
17 for the service or execution of the writ. The sheriff shall be  
18 immune from all civil liability for serving and enforcing writs of  
19 restitution unless the sheriff is grossly negligent in carrying out  
20 his or her duty.

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

23 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

24 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**  
25 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**  
26 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**  
27 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**  
28 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF.**  
29 **THE SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE**  
30 **AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE**  
31 **FURTHER ACTION.**

32 (3) This section applies only to tenancies in which the landlord  
33 holds five or fewer dwelling units out as available for rent."  
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Renumber the remaining sections consecutively and correct any internal references accordingly.

On page 20, after line 31 of the striking amendment, insert the following:

"(4) This section applies only to tenancies in which the landlord holds more than five dwelling units out as available for rent.

**NEW SECTION. Sec. 10.** A new section is added to chapter 59.18 RCW to read as follows:

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

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

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

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

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

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

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

4 IN THE SUPERIOR COURT OF THE

5 STATE OF WASHINGTON

6 IN AND

7 FOR . . . . . COUNTY

8 Plaintiff, } NO.

9 |

10 vs. | EVICTION SUMMONS

11 |

12 (Residential)

13 Defendant. |

14 |

15 )

16 THIS IS NOTICE OF A LAWSUIT TO EVICT YOU.

17 PLEASE READ IT CAREFULLY.

18 THE DEADLINE FOR YOUR WRITTEN

19 RESPONSE IS: 5:00 p.m., on . . . . .

20 TO: . . . . . (Name)

21 . . . . . (Address)

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

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

32 You can respond to the complaint in writing by delivering a copy  
33 of a notice of appearance or answer to your landlord's attorney (or  
34 your landlord if there is no attorney) by personal delivery,

1 mailing, or facsimile to the address or facsimile number stated  
2 below **TO BE RECEIVED NO LATER THAN THE DEADLINE STATED ABOVE.**

3 Service by facsimile is complete upon successful transmission to the  
4 facsimile number, if any, listed in the summons.

5 The notice of appearance or answer must include the name of this  
6 case (plaintiff(s) and defendant(s)), your name, the street address  
7 where further legal papers may be sent, your telephone number (if  
8 any), and your signature.

9 If there is a number on the upper right side of the eviction  
10 summons and complaint, you must also file your original notice of  
11 appearance or answer with the court clerk by the deadline for your  
12 written response.

13 You may demand that the plaintiff file this lawsuit with the  
14 court. If you do so, the demand must be in writing and must be  
15 served upon the person signing the summons. Within fourteen days  
16 after you serve the demand, the plaintiff must file this lawsuit  
17 with the court, or the service on you of this summons and complaint  
18 will be void.

19 If you wish to seek the advice of an attorney in this matter,  
20 you should do so promptly so that your written response, if any, may  
21 be served on time.

22 You may also be instructed in a separate order to appear for a  
23 court hearing on your eviction. If you receive an order to show  
24 cause you must personally appear at the hearing on the date  
25 indicated in the order to show cause **IN ADDITION** to delivering and  
26 filing your notice of appearance or answer by the deadline stated  
27 above.

28 IF YOU DO NOT RESPOND TO THE COMPLAINT IN WRITING BY THE  
29 DEADLINE STATED ABOVE YOU WILL LOSE BY DEFAULT. YOUR  
30 LANDLORD MAY PROCEED WITH THE LAWSUIT, EVEN IF YOU HAVE  
31 MOVED OUT OF THE PROPERTY.

32 The notice of appearance or answer must be delivered to:  
33

34 .....

1 Name  
2 .....  
3 Street Address  
4 .....  
5 Telephone Number  
6 .....  
7 Facsimile Number (Required if  
8 Available)  
9

10 (4) This section applies only to tenancies in which the landlord  
11 holds five or fewer dwelling units out as available for rent."  
12

13 Renumber the remaining sections consecutively and correct any  
14 internal references accordingly.  
15

16 On page 21, after line 24 of the striking amendment, insert the  
17 following:  
18

19 "(5) This section applies only to tenancies in which the  
20 landlord holds more than five dwelling units out as available for  
21 rent.  
22

23 NEW SECTION. Sec. 11. A new section is added to chapter 59.18  
24 RCW to read as follows:

25 (1) It shall be unlawful for the landlord to remove or exclude  
26 from the premises the tenant thereof except under a court order so  
27 authorizing. Any tenant so removed or excluded in violation of this  
28 section may recover possession of the property or terminate the  
29 rental agreement and, in either case, may recover the actual damages  
30 sustained. The prevailing party may recover the costs of suit or  
31 arbitration and reasonable attorney's fees.

32 (2) It shall be unlawful for the tenant to hold over in the  
33 premises or exclude the landlord therefrom after the termination of  
34 the rental agreement except under a valid court order so

1 authorizing. Any landlord so deprived of possession of premises in  
2 violation of this section may recover possession of the property and  
3 damages sustained by him or her, and the prevailing party may  
4 recover his or her costs of suit or arbitration and reasonable  
5 attorney's fees.

6 (3) This section applies only to tenancies in which the landlord  
7 holds five or fewer dwelling units out as available for rent."

8  
9 On page 22, line 25 of the striking amendment, after "apply"  
10 strike "to this chapter and" and insert "~~(to this chapter and)~~only  
11 to tenancies under this chapter in which the landlord holds more  
12 than five dwelling units out as available for rent and to"

13  
14 On page 22, after line 26 of the striking amendment, insert the  
15 following:

16 "NEW SECTION. Sec. 12. A new section is added to chapter 59.18  
17 RCW to read as follows:

18 (1) When the plaintiff, after the exercise of due diligence, is  
19 unable to personally serve the summons on the defendant, the court  
20 may authorize the alternative means of service described herein.  
21 Upon filing of an affidavit from the person or persons attempting  
22 service describing those attempts, and the filing of an affidavit  
23 from the plaintiff, plaintiff's agent, or plaintiff's attorney  
24 stating the belief that the defendant cannot be found, the court may  
25 enter an order authorizing service of the summons as follows:

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

29 (b) Copies of the summons and complaint shall be deposited in  
30 the mail, postage prepaid, by both regular mail and certified mail  
31 directed to the defendant's or defendants' last known address not  
32 less than nine days from the return date stated in the summons.

33 When service on the defendant or defendants is accomplished by  
34 this alternative procedure, the court's jurisdiction is limited to

1 restoring possession of the premises to the plaintiff and no money  
2 judgment may be entered against the defendant or defendants until  
3 such time as jurisdiction over the defendant or defendants is  
4 obtained.

5 (2) This section shall only apply to tenancies under this  
6 chapter in which the landlord holds five or fewer dwelling units out  
7 as available for rent."

8

9 Renumber the remaining sections consecutively and correct any  
10 internal references accordingly.

11

12 On page 25, after line 2 of the striking amendment, insert the  
13 following:

14 "(viii) Landlords holding five or fewer dwelling units out as  
15 available for rent are eligible to submit claims for reimbursement  
16 from the landlord mitigation program account for any unpaid judgment  
17 for rent, late fees, attorneys' fees, and costs after a court order."

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EFFECT: Limits the application of all of the new RLTA  
provisions found in the striking amendment to tenancies in which the  
landlord holds more than five dwelling units out as available for  
rent. Inserts new sections that mirror those provisions of current  
law that are being amended and makes these applicable only to  
tenancies in which the landlord holds five or fewer dwelling units



out as available for rent so that these smaller landlords remain subject to the current RLTA and not to the new provisions. Allows these smaller landlords to access the Landlord Mitigation Program Account.

--- END ---