

SSB 5600 - S AMD 318
By Senator Kuderer

ADOPTED 03/09/2019

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

3 "Sec. 1. RCW 59.12.030 and 1998 c 276 s 6 are each amended to
4 read as follows:

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

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

14 (2) When he or she, having leased property for an indefinite time
15 with monthly or other periodic rent reserved, continues in possession
16 thereof, in person or by subtenant, after the end of any such month
17 or period, when the landlord, more than twenty days prior to the end
18 of such month or period, has served notice (in manner in RCW
19 59.12.040 provided) requiring him or her to quit the premises at the
20 expiration of such month or period;

21 (3) When he or she continues in possession in person or by
22 subtenant after a default in the payment of rent, and after notice in
23 writing requiring in the alternative the payment of the rent or the
24 surrender of the detained premises, served (in manner in RCW
25 59.12.040 provided) in behalf of the person entitled to the rent upon
26 the person owing it, has remained uncomplied with for the period of
27 three days after service thereof, or for the period of fourteen days
28 after service for tenancies under chapter 59.18 RCW. The notice may
29 be served at any time after the rent becomes due. For the purposes of
30 this subsection and as applied to tenancies under chapter 59.18 RCW,
31 "rent" has the same meaning as defined in RCW 59.18.030;

1 (4) When he or she continues in possession in person or by
2 subtenant after a neglect or failure to keep or perform any (~~either~~)
3 condition or covenant of the lease or agreement under which the
4 property is held, including any covenant not to assign or sublet,
5 other than one for the payment of rent, and after notice in writing
6 requiring in the alternative the performance of such condition or
7 covenant or the surrender of the property, served (in manner in RCW
8 59.12.040 provided) upon him or her, and if there is a subtenant in
9 actual possession of the premises, also upon such subtenant, shall
10 remain uncomplished with for ten days after service thereof. Within ten
11 days after the service of such notice the tenant, or any subtenant in
12 actual occupation of the premises, or any mortgagee of the term, or
13 other person interested in its continuance, may perform such
14 condition or covenant and thereby save the lease from such
15 forfeiture. For the purposes of this subsection and as applied to
16 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
17 defined in RCW 59.18.030;

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

24 (6) A person who, without the permission of the owner and without
25 having color of title thereto, enters upon land of another and who
26 fails or refuses to remove therefrom after three days' notice, in
27 writing and served upon him or her in the manner provided in RCW
28 59.12.040. Such person may also be subject to the criminal provisions
29 of chapter 9A.52 RCW; or

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

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

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

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

37 You are receiving the attached notice because the landlord
38 alleges you are not in compliance with the terms of the lease

1 agreement by failing to pay rent and/or utilities and/or recurring or
2 periodic charges that are past due.

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

4 AND/OR

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

6 AND/OR

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

9 TOTAL AMOUNT DUE: \$ (dollar amount)

10 Note - payment must be by cash, cashier's check, money order, or
11 certified funds.

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

19 The Washington state Attorney General's Office has this notice in
20 multiple languages on its website. You will also find information
21 there on how to find a lawyer or advocate at low or no cost and any
22 available resources to help pay your rent. Alternatively, call 2-1-1
23 to learn about these services.

24 State law provides you the right to receive interpreter services
25 at court.
26

27 OWNER/LANDLORD: _____ DATE: _____

28
29 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ___ (owner/landlord name) ___
30 _____ (address) _____ "

31 NEW SECTION. Sec. 3. A new section is added to chapter 59.18
32 RCW to read as follows:

33 (1) The attorney general's office shall produce and maintain on
34 its web site translated versions of the notice under section 2 of
35 this act in the top ten languages spoken in Washington state and, at
36 the discretion of the attorney general's office, other languages. The
37 notice must be made available upon request in printed form on one

1 letter size paper, eight and one-half by eleven inches, and in an
2 easily readable font size.

3 (2) The attorney general's office shall also provide on its web
4 site information on where tenants can access legal or advocacy
5 resources, including information on any immigrant and cultural
6 organizations where tenants can receive assistance in their primary
7 language.

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

10 As used in this chapter:

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

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

34 (3) "Comprehensive reusable tenant screening report" means a
35 tenant screening report prepared by a consumer reporting agency at
36 the direction of and paid for by the prospective tenant and made
37 available directly to a prospective landlord at no charge, which
38 contains all of the following: (a) A consumer credit report prepared
39 by a consumer reporting agency within the past thirty days; (b) the

1 prospective tenant's criminal history; (c) the prospective tenant's
2 eviction history; (d) an employment verification; and (e) the
3 prospective tenant's address and rental history.

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

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

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

15 (7) "Distressed home conveyance" has the same meaning as in RCW
16 61.34.020.

17 (8) "Distressed home purchaser" has the same meaning as in RCW
18 61.34.020.

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

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

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

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

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

38 (a) The homeowner has defaulted on the mortgage and, under the
39 terms of the mortgage, the mortgagee has the right to accelerate full

1 payment of the mortgage and repossess, sell, or cause to be sold the
2 property;

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

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

8 (i) The mortgagee;

9 (ii) A person licensed or required to be licensed under chapter
10 19.134 RCW;

11 (iii) A person licensed or required to be licensed under chapter
12 19.146 RCW;

13 (iv) A person licensed or required to be licensed under chapter
14 18.85 RCW;

15 (v) An attorney-at-law;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 (25) "Rent" or "rental amount" means recurring and periodic
32 charges identified in the rental agreement for the use and occupancy
33 of the premises, which may include charges for utilities. These terms
34 do not include nonrecurring charges for costs incurred due to late
35 payment, damages, deposits, legal costs, or other fees, including
36 attorneys' fees.

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

1 ~~((26))~~ (27) A "single-family residence" is a structure
2 maintained and used as a single dwelling unit. Notwithstanding that a
3 dwelling unit shares one or more walls with another dwelling unit, it
4 shall be deemed a single-family residence if it has direct access to
5 a street and shares neither heating facilities nor hot water
6 equipment, nor any other essential facility or service, with any
7 other dwelling unit.

8 ~~((27))~~ (28) A "tenant" is any person who is entitled to occupy
9 a dwelling unit primarily for living or dwelling purposes under a
10 rental agreement.

11 ~~((28))~~ (29) "Tenant representative" means:

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

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

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

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

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

33 ~~((30))~~ (31) "Tenant screening report" means a consumer report
34 as defined in RCW 19.182.010 and any other information collected by a
35 tenant screening service.

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

38 Under this chapter:

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

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

10 **Sec. 6.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to
11 read as follows:

12 (1) If upon the trial the verdict of the jury or, if the case be
13 tried without a jury, the finding of the court be in favor of the
14 (~~(plaintiff)~~) landlord and against the (~~(defendant)~~) tenant, judgment
15 shall be entered for the restitution of the premises; and if the
16 proceeding be for unlawful detainer after neglect or failure to
17 perform any condition or covenant of a lease or agreement under which
18 the property is held, or after default in the payment of rent, the
19 judgment shall also declare the forfeiture of the lease, agreement,
20 or tenancy. The jury, or the court, if the proceedings be tried
21 without a jury, shall also assess the damages arising out of the
22 tenancy occasioned to the (~~(plaintiff)~~) landlord by any forcible
23 entry, or by any forcible or unlawful detainer, alleged in the
24 complaint and proved on the trial, and, if the alleged unlawful
25 detainer be after default in the payment of rent, find the amount of
26 any rent due, and the judgment shall be rendered against the
27 (~~(defendant guilty of)~~) tenant liable for the forcible entry,
28 forcible detainer, or unlawful detainer for the amount of damages
29 thus assessed (~~(and)~~), for the rent, if any, found due, and late fees
30 if such fees are due under the lease and do not exceed seventy-five
31 dollars in total. In addition to the amount awarded under this
32 subsection, the court may award statutory costs and reasonable
33 (~~(attorney's)~~) attorneys' fees. However, the court shall not award
34 attorneys' fees when judgment is entered after default for failure to
35 appear, if the total amount of rent awarded in the judgment for rent
36 is equal to or less than two months of the tenant's monthly contract
37 rent or if the total amount of rent awarded in the judgment is less
38 than one thousand two hundred dollars. In all cases, if a tenant
39 seeks a stay pursuant to subsection (3) of this section after a

1 default in the payment of rent, the court may award attorneys' fees
2 only if the tenant prevails on the motion subject to the provisions
3 of subsection (3) of this section, in which case the attorneys' fees
4 may be included as a part of the tenant's right to reinstatement. No
5 attorneys' fees may be awarded against the tenant if the landlord
6 prevails at the hearing under subsection (3) of this section.

7 (2) When the (~~proceeding~~) tenant is liable for (~~an~~) unlawful
8 detainer after a default in the payment of rent, (~~and the lease or~~
9 ~~agreement under which the rent is payable has not by its terms~~
10 ~~expired,~~) execution upon the judgment shall not be issued until the
11 expiration of five court days after the entry of the judgment(~~(~~
12 ~~within which)~~). Before such time, the tenant or any subtenant, or any
13 mortgagee of the term, or other party interested in the continuance
14 of the tenancy, may pay into court (~~for~~) or to the landlord the
15 amount of the (~~judgment and costs, and thereupon the judgment shall~~
16 ~~be satisfied and the~~) rent due, any court costs incurred at the time
17 of payment, late fees if such fees are due under the lease and do not
18 exceed seventy-five dollars in total, and attorneys' fees if awarded
19 under this section, in which event any judgment issued shall be
20 satisfied and the tenant shall be restored to his or her tenancy(~~(~~
21 ~~but)~~). The tenant shall tender an additional fifty dollars for each
22 time the tenant was reinstated pursuant to this subsection or
23 subsection (3) of this section within the previous twelve months
24 prior to payment. If payment(~~(, as herein provided, be)~~) of the
25 amount specified in this section is not made within five court days
26 after the judgment, the judgment may be enforced for its full amount
27 and for the possession of the premises.

28 (3)(a) Following the entry of a judgment in favor of the landlord
29 and against the tenant for the restitution of the premises and
30 forfeiture of the tenancy due to nonpayment of rent, the court, at
31 the time of the show cause hearing or trial, or upon subsequent
32 motion of the tenant but before the execution of the writ of
33 restitution, may stay or vacate the writ of restitution upon good
34 cause and on such terms that the court deems fair and just for both
35 parties. In making this decision, the court shall consider the
36 following factors:

37 (i) Evidence or lack of evidence of the tenant's willful or
38 intentional default or intentional failure to pay rent;

1 (ii) Evidence that nonpayment of the rent was caused by exigent
2 circumstances that were beyond the tenant's control and that are not
3 likely to recur;

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

5 (iv) The tenant's payment history;

6 (v) The tenant is otherwise in substantial compliance with the
7 rental agreement;

8 (vi) The relative burden on the parties resulting from
9 reinstatement or refusal to reinstate;

10 (vii) Conduct related to other notices served contemporaneously
11 with the notice to pay or vacate regardless of whether the other
12 notices were part of the court's judgment; and

13 (viii) Whether the landlord can obtain disbursement from the
14 landlord mitigation program as provided in RCW 43.31.605.

15 (b) The burden of proof for such relief under this subsection
16 shall be on the tenant. If the tenant seeks relief pursuant to this
17 subsection (3) at the time of the show cause hearing, the court shall
18 hear the matter at the time of the show cause hearing or as
19 expeditiously as possible as to avoid unnecessary delay or hardship
20 on the parties. The court may issue an order pursuant to this
21 subsection upon appropriate terms, which may include the payment or
22 severing of all or part of the monetary judgment. Any severing of the
23 judgment shall not preclude the landlord from pursuing other lawful
24 remedies to collect the remainder of the judgment.

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

26 (i) The court shall not stay the writ more than three months from
27 the date of judgment, but may order repayment of the balance within
28 such time;

29 (ii) The court shall require the tenant to tender to the landlord
30 or deposit with the court one month's rent within five court days of
31 the order, before which the sheriff may serve the writ of restitution
32 upon the tenant for its execution in the event of default in the
33 payment of the amount stated in this subsection (3)(c)(ii); however,
34 the sheriff shall not execute upon the writ of restitution until
35 after expiration of five court days in order for payment to be made
36 pursuant to this subsection (3)(c)(ii).

37 (iii) In the event payment is timely made within (c)(ii) of this
38 subsection, the writ of restitution shall be stayed without further
39 order of the court in order for the tenant to make any remaining
40 payment pursuant to the court order; in the event of default in

1 payment by the tenant, the court shall require the sheriff to serve
2 the writ of restitution again upon the tenant before execution of the
3 writ of restitution or, in lieu of reservice of the writ by the
4 sheriff, require the landlord to serve a notice of default in
5 accordance with RCW 59.12.040 informing the tenant that he or she has
6 defaulted on the payment plan arranged by the court and has three
7 calendar days from the date of service to vacate the premises before
8 the sheriff may execute the writ of restitution. If the landlord
9 serves the notice of default described under this subsection
10 (3)(c)(iii), an additional day shall not be included in calculating
11 the time before the sheriff may execute the writ of restitution.

12 (iv) A tenant who seeks to satisfy a condition of this subsection
13 (3)(c) by relying on an emergency rental assistance program provided
14 by a government or nonprofit entity may stay the writ of restitution
15 upon sufficient documentation to readily pay any balance set forth by
16 the court order. The court shall stay the writ of restitution as
17 necessary to afford the tenant an opportunity to satisfy the
18 condition by the court.

19 (v) If payment to the court cannot be made due to the means of
20 payment by the tenant, the court may order payment to be made
21 directly to the landlord or landlord's agent.

22 (vi) The court shall extend the writ of restitution as necessary
23 to enforce the order in the event of default.

24 (d) A tenant who has been served with three or more notices to
25 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
26 within twelve months prior to the notice to pay or vacate upon which
27 the proceeding is based may not seek relief under this subsection
28 (3).

29 (e)(i) If, at a hearing pursuant to this subsection (3), the
30 landlord indicates that he or she will submit an application to the
31 landlord mitigation program under RCW 43.31.605 in order to satisfy
32 the outstanding judgment, the court shall restore the tenancy. The
33 court shall then render an order sustaining the judgment for the
34 landlord, denying or vacating the writ of restitution, in order for
35 payment to be made to the landlord from the landlord mitigation
36 program, and indicating that the landlord is entitled to disbursement
37 from the landlord mitigation program for the amount entered within
38 the judgment subject to the availability of amounts appropriated for
39 this specific purpose. The monetary judgment entered pursuant to

1 subsection (1) of this section remains in effect pending disbursal
2 under this subsection (3)(e).

3 (ii) If the department of commerce fails to disburse payment to
4 the landlord for the judgment pursuant to this subsection (3)(e), the
5 landlord may renew an application for a writ of restitution pursuant
6 to RCW 59.18.370 and for other rent owed by the tenant since the time
7 of entry of the prior judgment. In such event, the tenant may
8 exercise rights afforded under this section.

9 (iii) Upon payment by the department of commerce to the landlord
10 for the amount of the judgment, the judgment is satisfied.

11 (4) 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 (5) 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. 7.** 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. 8.** 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.

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

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

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

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

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

23 ~~IF YOU DO NOT RESPOND TO THE COMPLAINT IN WRITING BY THE~~
24 ~~DEADLINE STATED ABOVE YOU WILL LOSE BY DEFAULT. YOUR LANDLORD~~
25 ~~MAY PROCEED WITH THE LAWSUIT, EVEN IF YOU HAVE MOVED OUT OF~~
26 ~~THE PROPERTY.~~

27 The notice of appearance or answer must be delivered to:

28

29 Name

30

31 Street Address

32

33 Telephone Number

34

35 Facsimile Number (Required
36 if Available))

37 **GET HELP: If you do not respond by . . . (date) . . ., you will**
38 **lose your right to defend yourself in court and could be evicted. If**

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 by . . . (3 days before deadline) Get a proof
20 of mailing from the post office. If you hand deliver or fax it, you
21 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. 9.** 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. Subject to RCW 59.18.410, any landlord so deprived of
7 possession of premises in violation of this section may recover
8 possession of the property and damages sustained by him or her, and
9 the prevailing party may recover his or her costs of suit or
10 arbitration and reasonable ~~((attorney's))~~ attorneys' fees.

11 **Sec. 10.** RCW 59.18.055 and 1997 c 86 s 1 are each amended to
12 read as follows:

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

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

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

30 (2) When service on the ~~((defendant))~~ tenant or ~~((defendants))~~
31 tenants is accomplished by this alternative procedure, the court's
32 jurisdiction is limited to restoring possession of the premises to
33 the ~~((plaintiff))~~ landlord and no money judgment may be entered
34 against the ~~((defendant))~~ tenant or ~~((defendants))~~ tenants until such
35 time as jurisdiction over the ~~((defendant))~~ tenant or ~~((defendants))~~
36 tenants is obtained.

37 ~~((+2))~~ (3) Before the entry of any judgment or issuance of a
38 writ of restitution due to the tenant's failure to appear, the
39 landlord shall provide the court with an affidavit from the person or

1 persons attempting service that describes the service achieved, or if
2 by alternative service pursuant to this section, that describes the
3 efforts at personal service before alternative service was used and
4 an affidavit from the landlord, landlord's agent, or landlord's
5 attorney stating his or her belief that the tenant cannot be found.

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

10 (5) This section shall apply to this chapter and chapter 59.20
11 RCW.

12 **Sec. 11.** RCW 43.31.605 and 2018 c 66 s 2 are each amended to
13 read as follows:

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

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

22 ~~((a))~~ (i) Up to one thousand dollars for improvements
23 identified in RCW 59.18.255(1)(a). In order to be eligible for
24 reimbursement under this subsection (1) ~~((a))~~ (b)(i), the landlord
25 must pay for the first five hundred dollars for improvements, and
26 rent to the tenant whose housing subsidy program was conditioned on
27 the real property passing inspection. Reimbursement under this
28 subsection (1) ~~((a))~~ (b)(i) may also include up to fourteen days of
29 lost rental income from the date of offer of housing to the applicant
30 whose housing subsidy program was conditioned on the real property
31 passing inspection until move in by that applicant;

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

36 ~~((e))~~ (iii) Reimbursement for damages established pursuant to
37 subsection (2) of this section; and

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

4 (c) Claims related to landlord mitigation for an unpaid judgment
5 for rent, late fees, attorneys' fees, and costs after a court order
6 pursuant to RCW 59.18.410(3) are eligible for reimbursement from the
7 landlord mitigation program account. Claims under this subsection are
8 not subject to subsection (4) of this section.

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

12 (a) Have ensured that the rental property was inspected at the
13 commencement of the tenancy by both the tenant and the landlord or
14 landlord's agent and that a detailed written move-in property
15 inspection report, as required in RCW 59.18.260, was prepared and
16 signed by both the tenant and the landlord or landlord's agent;

17 (b) Make repairs and then apply for reimbursement to the
18 department;

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

21 (d) Submit to the department copies of the move-in property
22 inspection report specified in (a) of this subsection and supporting
23 materials including, but not limited to, before repair and after
24 repair photographs, videos, copies of repair receipts for labor and
25 materials, and such other documentation or information as the
26 department may request.

27 (3) The department shall make reasonable efforts to review a
28 claim within ten business days from the date it received properly
29 submitted and complete claims to the satisfaction of the department.
30 In reviewing a claim, and determining eligibility for reimbursement,
31 the department must receive documentation, acceptable to the
32 department in its sole discretion, that the claim involves a private
33 market rental unit rented to a low-income tenant who is using a
34 housing subsidy program.

35 (4) Claims related to a tenancy must total at least five hundred
36 dollars in order for a claim to be eligible for reimbursement from
37 the program. While claims or damages may exceed five thousand
38 dollars, total reimbursement from the program may not exceed five
39 thousand dollars per tenancy.

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

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

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

17 (8) A landlord in receipt of reimbursement from the program is
18 prohibited from:

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

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

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

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

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

38 (12) Neither the state, the department, or persons acting on
39 behalf of the department, while acting within the scope of their
40 employment or agency, is liable to any person for any loss, damage,

1 harm, or other consequence resulting directly or indirectly from the
2 department's administration of the landlord mitigation program or
3 determinations under this section.

4 (13)(a) A report to the appropriate committees of the legislature
5 on the effectiveness of the program and recommended modifications
6 shall be submitted to the governor and the appropriate committees of
7 the legislature by January 1, 2021. In preparing the report, the
8 department shall convene and solicit input from a group of
9 stakeholders to include representatives of large multifamily housing
10 property owners or managers, small rental housing owners in both
11 rural and urban markets, a representative of tenant advocates, and a
12 representative of the housing authorities.

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

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

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

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

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

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

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

30 (vii) Any other modifications and recommendations made by
31 stakeholders to improve the effectiveness and applicability of the
32 program.

33 (14) When a landlord has been reimbursed pursuant to subsection
34 (1)(c) of this section, the tenant shall have three months from the
35 date that judgment is entered under RCW 59.18.410(3)(e) to reimburse
36 the department by depositing the amount disbursed from the landlord
37 mitigation program account into the court registry of the local
38 superior court. The local superior court shall then forward such
39 funds to the department. The tenant or other interested party may
40 seek an ex parte order of the court under the unlawful detainer

1 action to order such funds to be disbursed by the court. The court
2 clerk shall include a case number with any payment issued to the
3 department.

4 (15) As used in this section:

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

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

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

20 **Sec. 12.** RCW 43.31.615 and 2018 c 66 s 3 are each amended to
21 read as follows:

22 (1) The landlord mitigation program account is created in the
23 custody of the state treasury. All transfers and appropriations by
24 the legislature, repayments, private contributions, and all other
25 sources must be deposited into the account. Expenditures from the
26 account may only be used for the landlord mitigation program under
27 this chapter to reimburse landlords for eligible claims related to
28 private market rental units during the time of their rental to low-
29 income tenants using housing subsidy programs as defined in RCW
30 43.31.605, for any unpaid judgment issued within an unlawful detainer
31 action under chapter 59.18 RCW, and for the administrative costs
32 identified in subsection (2) of this section. Only the director or
33 the director's designee may authorize expenditures from the account.
34 The account is subject to allotment procedures under chapter 43.88
35 RCW, but an appropriation is not required for expenditures.

36 (2) Administrative costs associated with application,
37 distribution, and other program activities of the department may not
38 exceed (~~ten~~) twenty percent of the annual funds available for the
39 landlord mitigation program. Reappropriations must not be included in

1 the calculation of the annual funds available for determining the
2 administrative costs."

SSB 5600 - S AMD 318
By Senator Kuderer

ADOPTED 03/09/2019

3 On page 1, line 1 of the title, after "protections;" strike the
4 remainder of the title and insert "amending RCW 59.12.030, 59.18.410,
5 59.18.390, 59.18.365, 59.18.290, 59.18.055, 43.31.605, and 43.31.615;
6 reenacting and amending RCW 59.18.030; adding new sections to chapter
7 59.18 RCW; and prescribing penalties."

EFFECT: (1) 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.

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

(3) 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.

(4) Clarifies that a tenant's right to possession of the premises may not be conditioned on a tenant's payment other than the rent.

(5) Prohibits an award of attorneys' fees when judgment is entered after default for failure to appear, if the total amount of rent awarded in the judgment is equal to or less than two months of the tenant's monthly contract rent or is less than one thousand two hundred dollars.

(6) Authorizes the court to award attorneys' fees only if the tenant prevails on the motion to stay under judicial discretion, which may be included as a part of the tenant's right to reinstatement.

(7) Prohibits an award of attorneys' fees against the tenant if the landlord prevails at the hearing under judicial discretion.

(8) Requires the tenant to pay into court or to the landlord upon judgment for default in the payment of rent any rent found due, any court costs incurred at the time of payment, late fees that may not exceed \$75 in total, and attorneys' fees if awarded.

(9) 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.

(10) Limits use of judicial discretion to cases involving restitution of premises and forfeiture of tenancies due to nonpayment of rent, and requires consideration of the following factors:

(a) Evidence or lack thereof of tenant's willful or intentional default or failure to pay rent;

(b) Payment history of the tenant;

(c) Ability of tenant to timely pay judgment;

(d) Evidence that nonpayment was caused by exigent circumstances beyond tenant's control and are not likely to recur;

(e) If tenant is otherwise in substantial compliance with the lease;

(f) Relative burden on parties if tenancy is reinstated or not;

(g) Conduct related to other notices served with a notice to pay and vacate regardless if other notices were part of the court's judgment; and

(h) Whether the landlord can obtain disbursement from the landlord mitigation program.

(11) Requires the court, if the tenant seeks relief under judicial discretion at the show cause hearing, to hear the matter at that time or as soon as possible to avoid unnecessary delay or hardship.

(12) Authorizes the court to issue an order upon use of judicial discretion that may include the payment or severing of all or part of the monetary judgment, but affirms that any severing of the judgment does not preclude the landlord from pursuing other lawful remedies to collect the remainder of the judgment.

(13) Provides that in such an order:

(a) The court may not stay the writ of restitution more than 3 months from the date of judgment, but may order repayment of the balance within such time;

(b) The court must require the tenant to pay the landlord or into the court one month's rent within 5 court days of the order, and the sheriff may serve the writ in case of default but may not execute the writ until after expiration of 5 court days;

(c) The writ must be stayed if timely repayment of the balance is made by the tenant, but if the tenant is in default, the sheriff must serve the writ again before execution or the landlord must serve a notice of default indicating the tenant has 3 days to vacate the premises before execution of the writ;

(d) A tenant who seeks to satisfy the repayment conditions under the order by relying on emergency rental assistance from a government or nonprofit entity may stay the writ by providing sufficient documentation to readily pay any balance set forth in the order;

(e) The court may order payment to be made directly to the landlord or landlord's agent if payment to the court cannot be made by the tenant; and

(f) The court must extend the writ as necessary to enforce the order in case of default.

(14) Prohibits a tenant who has been served with three or more notices to pay or vacate within 12 months prior to the current notice to pay or vacate from seeking relief under judicial discretion.

(15) Expands the eligibility of the landlord mitigation program to landlord claims for reimbursement in unlawful detainer cases where judicial discretion is exercised and there is an unpaid judgment for rent, late fees, attorneys' fees, and costs.

(16) Authorizes landlords to renew an application for writs of restitution if the Department of Commerce fails to disburse payment to the landlord.

(17) Provides the tenant with 3 months to repay the disbursement made to the landlord based on the judgment back into the court registry, while requiring the court to send payments to the Department of Commerce.

(18) Removes conflicting language that would require a bond to be posted before a judge could hear a tenant's case to seek relief via judicial discretion.

(19) Replaces the eviction summons form in statute, including the following changes:

(a) How tenants can receive assistance by calling 2-1-1, which can refer the tenant to legal aid or assistance to help pay for a lawyer;

(b) How tenants should respond via a notice of appearance and how to file a response to the court;

(c) To whom tenants should respond, either the landlord's lawyer or to the landlord if a lawyer is not named on the complaint, and the method of response;

(d) By when tenants should respond, with warnings and consequences if the tenant does not respond.

(20) Modifies the alternative means of service process for landlords by requiring the landlord, before entry of judgment or issuance of a writ of restitution based on tenant's failure to appear, to provide the court with an affidavit by the person attempting service that: Describes the personal service achieved or the efforts at personal service using the alternative process and an affidavit by the landlord or their agent or attorney stating the belief the tenant cannot be found.

(21) 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.

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

--- END ---