

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE SENATE BILL 5197

68th Legislature
2023 Regular Session

Passed by the Senate April 14, 2023
Yeas 28 Nays 18

President of the Senate

Passed by the House April 7, 2023
Yeas 57 Nays 40

**Speaker of the House of
Representatives**

Approved

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5197** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE SENATE BILL 5197

AS AMENDED BY THE HOUSE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Senate Housing (originally sponsored by Senators Kuderer, Saldaña, Frame, Nguyen, Nobles, Wellman, and C. Wilson)

READ FIRST TIME 02/09/23.

1 AN ACT Relating to addressing landlord-tenant relations by
2 providing technical changes to eviction notice forms and modifying
3 certain eviction processes; amending RCW 59.18.410 and 59.18.057; and
4 adding a new section to chapter 59.18 RCW.

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

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

8 In any forcible or unlawful detainer proceeding before the court:

9 (1) Hearings may be conducted in person or remotely in order to
10 enhance access for all parties. At the court's discretion, parties,
11 witnesses, and others authorized by this chapter to participate in
12 forcible or unlawful detainer proceedings may attend a hearing
13 pursuant to this chapter, in person or remotely, including by
14 telephone, video, or other electronic means where possible. The court
15 shall grant any request for a remote appearance unless the court
16 finds good cause to require in-person attendance or attendance
17 through a specific means. Courts shall require assurances of the
18 identity of persons who appear by telephone, video, or other
19 electronic means. Courts may not charge fees for remote appearances.
20 Courts shall provide instructions for remote access either on the

1 official court website or in writing directly to the party requesting
2 to appear remotely, or both.

3 (2) Any party must be permitted to make an emergency application
4 by phone or video conference and file such documents by email, fax,
5 or other means that can be performed remotely.

6 **Sec. 2.** RCW 59.18.410 and 2021 c 115 s 17 are each amended to
7 read as follows:

8 (1) If at trial the verdict of the jury or, if the case is tried
9 without a jury, the finding of the court is in favor of the landlord
10 and against the tenant, judgment shall be entered for the restitution
11 of the premises; and if the proceeding is for unlawful detainer after
12 neglect or failure to perform any condition or covenant of a lease or
13 agreement under which the property is held, or after default in the
14 payment of rent, the judgment shall also declare the forfeiture of
15 the lease, agreement, or tenancy. The jury, or the court, if the
16 proceedings are tried without a jury, shall also assess the damages
17 arising out of the tenancy occasioned to the landlord by any forcible
18 entry, or by any forcible or unlawful detainer, alleged in the
19 complaint and proved at trial, and, if the alleged unlawful detainer
20 is based on default in the payment of rent, find the amount of any
21 rent due, and the judgment shall be rendered against the tenant
22 liable for the forcible entry, forcible detainer, or unlawful
23 detainer for the amount of damages thus assessed, for the rent, if
24 any, found due, and late fees if such fees are due under the lease
25 and do not exceed ((seventy-five dollars)) \$75 in total. The court
26 may award statutory costs. The court may also award reasonable
27 attorneys' fees as provided in RCW 59.18.290.

28 (2) When the tenant is liable for unlawful detainer after a
29 default in the payment of rent, execution upon the judgment shall not
30 occur until the expiration of five court days after the entry of the
31 judgment. Before entry of a judgment or until five court days have
32 expired after entry of the judgment, unless the tenant provides a
33 pledge of financial assistance letter from a government or nonprofit
34 entity, in which case the tenant has until the date of eviction, the
35 tenant or any subtenant, or any mortgagee of the term, or other party
36 interested in the continuance of the tenancy, may pay into court or
37 to the landlord the amount of the rent due, any court costs incurred
38 at the time of payment, late fees if such fees are due under the
39 lease and do not exceed ((seventy-five dollars)) \$75 in total, and

1 attorneys' fees if awarded, in which event any judgment entered shall
2 be satisfied and the tenant restored to his or her tenancy. If the
3 tenant seeks to restore his or her tenancy after entry of a judgment,
4 the tenant may tender the amount stated within the judgment as long
5 as that amount does not exceed the amount authorized under subsection
6 (1) of this section. If a tenant seeks to restore his or her tenancy
7 and pay the amount set forth in this subsection with funds acquired
8 through an emergency rental assistance program provided by a
9 governmental or nonprofit entity, the tenant shall provide a copy of
10 the pledge of emergency rental assistance provided from the
11 appropriate governmental or nonprofit entity and have an opportunity
12 to exercise such rights under this subsection, which may include a
13 stay of judgment and provision by the landlord of documentation
14 necessary for processing the assistance. The landlord shall accept
15 any pledge of emergency rental assistance funds provided to the
16 tenant from a governmental or nonprofit entity before the expiration
17 of any pay or vacate notice for nonpayment of rent for the full
18 amount of the rent owing under the rental agreement. The landlord
19 shall accept any written pledge of emergency rental assistance funds
20 provided to the tenant from a governmental or nonprofit entity after
21 the expiration of the pay or vacate notice if the pledge will
22 contribute to the total payment of both the amount of rent due,
23 including any current rent, and other amounts if required under this
24 subsection. The landlord shall suspend any court action for (~~seven~~)
25 14 court days after providing necessary payment information to the
26 nonprofit or governmental entity to allow for payment of the
27 emergency rental assistance funds. By accepting such pledge of
28 emergency rental assistance, the landlord is not required to enter
29 into any additional conditions not related to the provision of
30 necessary payment information and documentation. If a judgment has
31 been satisfied, the landlord shall file a satisfaction of judgment
32 with the court. A tenant seeking to exercise rights under this
33 subsection shall pay an additional (~~fifty dollars~~) \$50 for each
34 time the tenant was reinstated after judgment pursuant to this
35 subsection within the previous (~~twelve~~) 12 months prior to payment.
36 If payment of the amount specified in this subsection is not made
37 within five court days after the entry of the judgment, the judgment
38 may be enforced for its full amount and for the possession of the
39 premises.

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

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

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

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

16 (iv) The tenant's payment history;

17 (v) Whether the tenant is otherwise in substantial compliance
18 with the rental agreement;

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

20 (vii) Conduct related to other notices served within the last six
21 months.

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

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

29 (i) The court shall not stay the writ of restitution more than
30 (~~ninety~~) 90 days from the date of order, but may order repayment of
31 the judgment balance within such time. If the payment plan is to
32 exceed (~~thirty~~) 30 days, the total cumulative payments for each
33 (~~thirty-day~~) 30-day period following the order shall be no less
34 than one month of the tenant's share of the rent, and the total
35 amount of the judgment and all additional rent that is due shall be
36 paid within (~~ninety~~) 90 days.

37 (ii) Within any payment plan ordered by the court, the court
38 shall require the tenant to pay to the landlord or to the court one
39 month's rent within five court days of issuance of the order. If the
40 date of the order is on or before the (~~fifteenth~~) 15th of the

1 month, the tenant shall remain current with ongoing rental payments
2 as they become due for the duration of the payment plan; if the date
3 of the order is after the (~~fifteenth~~) 15th of the month, the tenant
4 shall have the option to apportion the following month's rental
5 payment within the payment plan, but monthly rental payments
6 thereafter shall be paid according to the rental agreement.

7 (iii) The sheriff may serve the writ of restitution upon the
8 tenant before the expiration of the five court days of issuance of
9 the order; however, the sheriff shall not execute the writ of
10 restitution until after expiration of the five court days in order
11 for payment to be made of one month's rent as required by (c)(ii) of
12 this subsection. In the event payment is made as provided in (c)(ii)
13 of this subsection for one month's rent, the court shall stay the
14 writ of restitution ex parte without prior notice to the landlord
15 upon the tenant filing and presenting a motion to stay with a
16 declaration of proof of payment demonstrating full compliance with
17 the required payment of one month's rent. Any order staying the writ
18 of restitution under this subsection (3)(c)(iii) shall require the
19 tenant to serve a copy of the order on the landlord by personal
20 delivery, first-class mail, facsimile, or email if agreed to by the
21 parties.

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

32 (B) If the landlord serves the notice of default described under
33 this subsection (3)(c)(iii), an additional day is not included in
34 calculating the time before the sheriff may execute the writ of
35 restitution. The notice of default must be in substantially the
36 following form:

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

38 NAME(S)

39 ADDRESS

1 CITY, STATE, ZIP

2 THIS IS NOTICE THAT YOU ARE IN DEFAULT OF YOUR RENT AND/OR
3 PAYMENT PLAN ORDERED BY THE COURT. YOUR LANDLORD HAS RECEIVED THE
4 FOLLOWING PAYMENTS:

5 DATE
6 AMOUNT
7 DATE
8 AMOUNT
9 DATE
10 AMOUNT

11 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE
12 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL
13 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR
14 PAYMENT PLAN IN THE AMOUNT OF \$.

15 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL
16 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY
17 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT
18 YOU ARE RENTING.

19 DATE
20 SIGNATURE
21 LANDLORD/AGENT
22 NAME
23 ADDRESS
24 PHONE

25 (iv) If a tenant seeks to satisfy a condition of this subsection
26 (3)(c) by relying on an emergency rental assistance program provided
27 by a government or nonprofit entity and provides an offer of proof,
28 the court shall stay the writ of restitution as necessary to afford
29 the tenant an equal opportunity to comply.

30 (v) The court shall extend the writ of restitution as necessary
31 to enforce the order issued pursuant to this subsection (3)(c) in the
32 event of default.

33 (d) A tenant who has been served with three or more notices to
34 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
35 within twelve months prior to the notice to pay or vacate upon which
36 the proceeding is based may not seek relief under this subsection
37 (3), unless the court determines any of the notices served were

1 invalid or did not otherwise comply with the requirements of this
2 chapter.

3 (e) (i) In any application seeking relief pursuant to this
4 subsection (3) by either the tenant or landlord, the court shall
5 issue a finding as to whether the tenant is low-income, limited
6 resourced, or experiencing hardship to determine if the parties would
7 be eligible for disbursement through the landlord mitigation program
8 account established within RCW 43.31.605(1) (~~(e)~~) (b). In making
9 this finding, the court may include an inquiry regarding the tenant's
10 income relative to area median income, household composition, any
11 extenuating circumstances, or other factors, and may rely on written
12 declarations or oral testimony by the parties at the hearing.

13 (ii) After a finding that the tenant is low-income, limited
14 resourced, or experiencing hardship, the court may issue an order:
15 (A) Finding that the landlord is eligible to receive on behalf of the
16 tenant and may apply for reimbursement from the landlord mitigation
17 program; and (B) directing the clerk to remit, without further order
18 of the court, any future payments made by the tenant in order to
19 reimburse the department of commerce pursuant to RCW 43.31.605(1)
20 (~~(e)~~) (b)(iii). In accordance with RCW 43.31.605(1) (~~(e)~~) (b),
21 such an order must be accompanied by a copy of the order staying the
22 writ of restitution. Nothing in this subsection (3)(e) shall be
23 deemed to obligate the department of commerce to provide assistance
24 in claim reimbursement through the landlord mitigation program if
25 there are not sufficient funds.

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

33 (iv) Upon payment by the department of commerce to the landlord
34 for the remaining or total amount of the judgment, as applicable, the
35 judgment is satisfied and the landlord shall file a satisfaction of
36 judgment with the court.

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

1 (vi) (~~For the period extending one year beyond the expiration of~~
2 ~~the eviction moratorium, if~~) If a tenant demonstrates an ability to
3 pay in order to reinstate the tenancy by means of disbursement
4 through the landlord mitigation program account established within
5 RCW 43.31.605(1)(~~(e)~~) (b):

6 (A) Any restrictions imposed under (d) of this subsection do not
7 apply in determining if a tenant is eligible for reinstatement under
8 this subsection (3); and

9 (B) Reimbursement on behalf of the tenant to the landlord under
10 RCW 43.31.605(1)(~~(e)~~) (b) may include up to three months of
11 prospective rent to stabilize the tenancy as determined by the court.

12 (4) If a tenant seeks to stay a writ of restitution issued
13 pursuant to this chapter, the court may issue an ex parte stay of the
14 writ of restitution provided the tenant or tenant's attorney submits
15 a declaration indicating good faith efforts were made to notify the
16 other party or, if no efforts were made, why notice could not be
17 provided prior to the application for an ex parte stay, and
18 describing the immediate or irreparable harm that may result if an
19 immediate stay is not granted. The court shall require service of the
20 order and motion to stay the writ of restitution by personal
21 delivery, mail, facsimile, or other means most likely to afford all
22 parties notice of the court date.

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

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

29 **Sec. 3.** RCW 59.18.057 and 2021 c 115 s 10 are each amended to
30 read as follows:

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

33 "TO:

34 AND TO:

35 ADDRESS:

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

1 You are receiving this notice because the landlord alleges you
2 are not in compliance with the terms of the lease agreement by
3 failing to pay rent and/or utilities and/or recurring or periodic
4 charges that are past due.

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

6 AND/OR

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

8 AND/OR

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

11 TOTAL AMOUNT DUE: \$ (dollar amount)

12 Note - payment must be made pursuant to the terms of the rental
13 agreement or by nonelectronic means including, but not limited to,
14 cashier's check, money order, or other certified funds.

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

22 The Washington state Office of the Attorney General has this
23 notice in multiple languages as well as information on available
24 resources to help you pay your rent, including state and local rental
25 assistance programs, on its website at [www.atg.wa.gov/landlord-](http://www.atg.wa.gov/landlord-tenant)
26 [tenant](http://www.atg.wa.gov/landlord-tenant).

27 State law provides you the right to legal representation and the
28 court may be able to appoint a lawyer to represent you without cost
29 to you if you are a qualifying low-income renter. If you believe you
30 are a qualifying low-income renter and would like an attorney
31 appointed to represent you, please contact the Eviction Defense
32 Screening Line at 855-657-8387 or apply online at [https://](https://nwjustice.org/apply-online)
33 nwjustice.org/apply-online. For additional resources, call 2-1-1 or
34 the Northwest Justice Project CLEAR Hotline outside King County (888)
35 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111
36 for seniors (age 60 and over). You may find additional information to
37 help you at <http://www.washingtonlawhelp.org>. Free or low-cost
38 mediation services to assist in nonpayment of rent disputes before
39 any judicial proceedings occur are also available at dispute

1 resolution centers throughout the state. You can find your nearest
2 dispute resolution center at <https://www.resolutionwa.org>.

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

6 OWNER/LANDLORD: _____ DATE: _____

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

10 ~~(2) ((Upon expiration of the eviction resolution pilot program~~
11 ~~established under RCW 59.18.660:~~

12 ~~(a) The landlord must also provide the notice required in this~~
13 ~~section to the dispute resolution center located within or serving~~
14 ~~the county in which the dwelling unit is located. It is a defense to~~
15 ~~an eviction under RCW 59.12.030 that a landlord did not provide~~
16 ~~additional notice under this subsection.~~

17 ~~(b) Dispute resolution centers are encouraged to notify the~~
18 ~~housing justice project or northwest justice project located within~~
19 ~~or serving the county in which the dispute resolution center is~~
20 ~~located, as appropriate, once notice is received from the landlord~~
21 ~~under this subsection.~~

22 ~~(3))~~ The form required in this section does not abrogate any
23 additional notice requirements to tenants as required by federal,
24 state, or local law.

--- END ---