

**SSB 6378 - S AMD 1008**  
By Senator Kuderer

PULLED 02/17/2020

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

3 "NEW SECTION. **Sec. 1.** The legislature finds that despite the  
4 passage of several eviction reforms during the 2019 regular  
5 legislative session there is a need to clarify certain reforms and to  
6 address the unintended effects and oversights that have limited the  
7 impact and remedial nature of these reforms available to tenants.  
8 Specifically, the legislature finds that further clarity is required  
9 as to how and when tenants can access emergency rental assistance to  
10 pay off unlawful detainer judgment amounts and have their tenancies  
11 reinstated before judgment, when landlords can issue pay or vacate  
12 notices to tenants whose primary source of income is regular, monthly  
13 governmental assistance, and that a landlord cannot threaten a tenant  
14 with eviction for failure to pay fees not related to rent. As a  
15 result, the legislature intends with this act to make such  
16 modifications to ensure that tenants with limited to no resources  
17 maintain stable housing.

18 **Sec. 2.** RCW 59.18.057 and 2019 c 356 s 3 are each amended to  
19 read as follows:

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

22 "TO:  
\_\_\_\_\_  
23 AND TO:  
\_\_\_\_\_  
24 ADDRESS:  
\_\_\_\_\_

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

26 You are receiving ((the—attached)) this notice because the  
27 landlord alleges you are not in compliance with the terms of the  
28 lease agreement by failing to pay rent and/or utilities and/or  
29 recurring or periodic charges that are past due.

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

1 AND/OR

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

3 AND/OR

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

6 TOTAL AMOUNT DUE: \$ (dollar amount)

7 Note - payment must be ~~((by cash))~~ made pursuant to the terms of  
8 the rental agreement or by nonelectronic means including, but not  
9 limited to, cashier's check, money order, or other certified funds  
10 ((pursuant to the terms of the rental agreement)).

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

18 The Washington state Office of the Attorney General has this  
19 notice in multiple languages on its web site. You will also find  
20 information there on how to find a lawyer or advocate at low or no  
21 cost and any available resources to help you pay your rent.  
22 Alternatively, for no-cost legal assistance for low-income renters  
23 call 2-1-1 ((to learn about these services)) or the Northwest Justice  
24 Project CLEAR Hotline outside King County (888) 201-1014 weekdays  
25 between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60  
26 and over). You may find additional information to help you at http://  
27 www.washingtonlawhelp.org.

28 State law provides you the right to receive interpreter services  
29 at court.  
30

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

32  
33 WHERE TOTAL AMOUNT DUE IS TO BE PAID: \_\_\_\_ (owner/landlord name) \_\_\_\_  
34 \_\_\_\_\_ (address) \_\_\_\_\_ "

35 (2) The form required in this section does not abrogate any  
36 additional notice requirements to tenants as required by federal,  
37 state, or local law.

1       **Sec. 3.** RCW 59.18.063 and 2011 c 132 s 4 are each amended to  
2 read as follows:

3       (1) A landlord may refuse to accept cash for any payment of rent  
4 made by a tenant, but shall provide a receipt for any payment made by  
5 a tenant in the form of cash when the landlord accepts cash.

6       (2) A landlord shall provide, upon the request of a tenant, a  
7 written receipt for any payments made by the tenant in a form other  
8 than cash.

9       **Sec. 4.** RCW 59.18.365 and 2019 c 356 s 9 are each amended to  
10 read as follows:

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

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

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

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

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

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

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

35                                   IN THE SUPERIOR COURT OF THE  
36                                   STATE OF WASHINGTON  
37                                   IN AND  
38                                   FOR . . . . . COUNTY

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Plaintiff/ } NO.  
Landlord/ }  
Owner, }

vs. EVICTION SUMMONS  
(Residential)

Defendant/  
Tenant/  
Occupant.

THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

**YOUR WRITTEN**

RESPONSE MUST BE RECEIVED BY: 5:00 p.m., on . . . . .

TO: . . . . . (Defendant's Name)

. . . . . (Defendant's Address)

**GET HELP: If you do not respond by the deadline above, you will lose your right to defend yourself in court and could be evicted.** If you cannot afford a lawyer, you may call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). They can refer you to free or low-cost legal help. (~~They can help you find help to pay for a lawyer.~~) You may find additional information to help you at <http://www.washingtonlawhelp.org>.

**HOW TO RESPOND: Phone calls to your Landlord or your Landlord's lawyer are not a response.** You may respond with a "notice of appearance." This is a letter that includes the following:

- (1) A statement that you are appearing in the court case
- (2) Names of the landlord(s) and the tenant(s) (as listed above)
- (3) Your name, your address where legal documents may be sent, your signature, phone number (if any), and case number (if the case is filed)

This case  is /  is not filed with the court. If this case is filed, you need to also file your response with the court by delivering a copy to the clerk of the court at: . . . . .  
(Clerk's Office/Address/Room number/Business hours of court clerk)

1       **WHERE TO RESPOND:** You must mail, fax, or hand deliver your  
2 response letter to your Landlord's lawyer, or if no lawyer is named  
3 in the complaint, to your Landlord. If you mail the response letter,  
4 you must do it 3 days before the deadline above. Request receipt of a  
5 proof of mailing from the post office. If you hand deliver or fax it,  
6 you must do it by the deadline above. The address is:

- 7       . . . . . (Attorney/Landlord Name)
- 8       . . . . . (Address)
- 9       . . . . . (Fax - required if available)

10       **COURT DATE:** If you respond to this Summons, you will be notified  
11 of your hearing date in a document called an "Order to Show Cause."  
12 This is usually mailed to you. If you get notice of a hearing, **you**  
13 **must go to the hearing.** If you do not show up, your landlord can  
14 evict you. Your landlord might also charge you more money. If you  
15 move before the court date, you must tell your landlord or the  
16 landlord's attorney.

17       **Sec. 5.** RCW 59.18.410 and 2019 c 356 s 7 are each amended to  
18 read as follows:

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

1 (2) When the tenant is liable for unlawful detainer after a  
2 default in the payment of rent, execution upon the judgment shall not  
3 occur until the expiration of five court days after the entry of the  
4 judgment. Before ~~((such time has expired))~~ entry of a judgment or  
5 until five court days have expired after entry of the judgment, the  
6 tenant or any subtenant, or any mortgagee of the term, or other party  
7 interested in the continuance of the tenancy, may pay into court or  
8 to the landlord the amount of the rent due, any court costs incurred  
9 at the time of payment, late fees if such fees are due under the  
10 lease and do not exceed seventy-five dollars in total, and attorneys'  
11 fees if awarded, in which event any judgment entered shall be  
12 satisfied and the tenant restored to his or her tenancy. If the  
13 tenant seeks to restore his or her tenancy after entry of a judgment,  
14 the tenant may tender the amount stated within the judgment as long  
15 as that amount does not exceed the amount authorized under subsection  
16 (1) of this section. If a tenant seeks to restore his or her tenancy  
17 and pay the amount set forth in this subsection with funds acquired  
18 through an emergency rental assistance program provided by a  
19 governmental or nonprofit entity, the tenant shall provide a copy of  
20 the pledge of emergency rental assistance provided from the  
21 appropriate governmental or nonprofit entity and have an opportunity  
22 to exercise such rights under this subsection, which may include a  
23 stay of judgment and provision by the landlord of documentation  
24 necessary for processing the assistance. The landlord shall accept  
25 any pledge of emergency rental assistance funds provided to the  
26 tenant from a governmental or nonprofit entity before the expiration  
27 of any pay or vacate notice for nonpayment of rent for the full  
28 amount of the rent owing under the rental agreement. The landlord  
29 shall accept any written pledge of emergency rental assistance funds  
30 provided to the tenant from a governmental or nonprofit entity after  
31 the expiration of the pay or vacate notice if the pledge will  
32 contribute to the total payment of both the amount of rent due,  
33 including any current rent, and other amounts if required under this  
34 subsection. The landlord shall suspend any court action for seven  
35 court days after providing necessary payment information to the  
36 nonprofit or governmental entity to allow for payment of the  
37 emergency rental assistance funds. By accepting such pledge of  
38 emergency rental assistance, the landlord is not required to enter  
39 into any additional conditions not related to the provision of  
40 necessary payment information and documentation. If a judgment has

1 been satisfied, the landlord shall file a satisfaction of judgment  
2 with the court. A tenant seeking to exercise rights under this  
3 subsection shall pay an additional fifty dollars for each time the  
4 tenant was reinstated after judgment pursuant to this subsection  
5 within the previous twelve months prior to payment. If payment of the  
6 amount specified in this subsection is not made within five court  
7 days after the entry of the judgment, the judgment may be enforced  
8 for its full amount and for the possession of the premises.

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

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

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

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

24 (iv) The tenant's payment history;

25 (v) Whether the tenant is otherwise in substantial compliance  
26 with the rental agreement;

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

28 (vii) Conduct related to other notices served within the last six  
29 months.

30 (b) The burden of proof for such relief under this subsection (3)  
31 shall be on the tenant. If the tenant seeks relief pursuant to this  
32 subsection (3) at the time of the show cause hearing, the court shall  
33 hear the matter at the time of the show cause hearing or as  
34 expeditiously as possible so as to avoid unnecessary delay or  
35 hardship on the parties.

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

37 (i) The court shall not stay the writ of restitution more than  
38 ninety days from the date of order, but may order repayment of the  
39 judgment balance within such time. If the payment plan is to exceed  
40 thirty days, the total cumulative payments for each thirty-day period

1 following the order shall be no less than one month of the tenant's  
2 share of the rent, and the total amount of the judgment and all  
3 additional rent that is due shall be paid within ninety days.

4 (ii) Within any payment plan ordered by the court, the court  
5 shall require the tenant to pay to the landlord or to the court one  
6 month's rent within five court days of issuance of the order. If the  
7 date of the order is on or before the fifteenth of the month, the  
8 tenant shall remain current with ongoing rental payments as they  
9 become due for the duration of the payment plan; if the date of the  
10 order is after the fifteenth of the month, the tenant shall have the  
11 option to apportion the following month's rental payment within the  
12 payment plan, but monthly rental payments thereafter shall be paid  
13 according to the rental agreement.

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

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

39 (B) If the landlord serves the notice of default described under  
40 this subsection (3)(c)(iii), an additional day is not included in



1 calculating the time before the sheriff may execute the writ of  
2 restitution. The notice of default must be in substantially the  
3 following form:

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

5 NAME(S)

6 ADDRESS

7 CITY, STATE, ZIP

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

11 DATE

12 AMOUNT

13 DATE

14 AMOUNT

15 DATE

16 AMOUNT

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

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

25 DATE

26 SIGNATURE

27 LANDLORD/AGENT

28 NAME

29 ADDRESS

30 PHONE

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

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

1           (d) ~~((A tenant who has been served with three or more notices to~~  
2 ~~pay or vacate for failure to pay rent as set forth in RCW 59.12.040~~  
3 ~~within twelve months prior to the notice to pay or vacate upon which~~  
4 ~~the proceeding is based may not seek relief under this subsection~~  
5 ~~(3)).~~

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

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

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

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

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

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

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

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

22 **Sec. 6.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to  
23 read as follows:

24 (1) (a) Any provision of a lease or other agreement, whether oral  
25 or written, whereby any section or subsection of this chapter is  
26 waived except as provided in RCW 59.18.360 and shall be deemed  
27 against public policy and shall be unenforceable. Such  
28 unenforceability shall not affect other provisions of the agreement  
29 which can be given effect without them.

30 (b) A landlord may not threaten a tenant with eviction for  
31 failure to pay nonpossessory charges limited under RCW 59.18.283.

32 (2) No rental agreement may provide that the tenant:

33 (a) Agrees to waive or to forgo rights or remedies under this  
34 chapter; or

35 (b) Authorizes any person to confess judgment on a claim arising  
36 out of the rental agreement; or

37 (c) Agrees to pay the landlord's attorneys' fees, except as  
38 authorized in this chapter; or

1 (d) Agrees to the exculpation or limitation of any liability of  
2 the landlord arising under law or to indemnify the landlord for that  
3 liability or the costs connected therewith; or

4 (e) And landlord have agreed to a particular arbitrator at the  
5 time the rental agreement is entered into.

6 (3) A provision prohibited by subsection (2) of this section  
7 included in a rental agreement is unenforceable. If a landlord  
8 deliberately uses a rental agreement containing provisions known by  
9 him or her to be prohibited, the tenant may recover actual damages  
10 sustained by him or her, statutory damages not to exceed five hundred  
11 dollars, costs of suit, and reasonable attorneys' fees.

12 (4) The common law right of the landlord of distress for rent is  
13 hereby abolished for property covered by this chapter. Any provision  
14 in a rental agreement creating a lien upon the personal property of  
15 the tenant or authorizing a distress for rent is null and void and of  
16 no force and effect. Any landlord who takes or detains the personal  
17 property of a tenant without the specific written consent of the  
18 tenant to such incident of taking or detention, and who, after  
19 written demand by the tenant for the return of his or her personal  
20 property, refuses to return the same promptly shall be liable to the  
21 tenant for the value of the property retained, actual damages, and if  
22 the refusal is intentional, may also be liable for damages of up to  
23 five hundred dollars per day but not to exceed five thousand dollars,  
24 for each day or part of a day that the tenant is deprived of his or  
25 her property. The prevailing party may recover his or her costs of  
26 suit and a reasonable attorneys' fee.

27 In any action, including actions pursuant to chapters 7.64 or  
28 12.28 RCW, brought by a tenant or other person to recover possession  
29 of his or her personal property taken or detained by a landlord in  
30 violation of this section, the court, upon motion and after notice to  
31 the opposing parties, may waive or reduce any bond requirements where  
32 it appears to be to the satisfaction of the court that the moving  
33 party is proceeding in good faith and has, prima facie, a meritorious  
34 claim for immediate delivery or redelivery of said property.

35 **Sec. 7.** RCW 59.18.290 and 2019 c 356 s 10 are each amended to  
36 read as follows:

37 (1) It is unlawful for the landlord to remove or exclude from the  
38 premises the tenant thereof except under a court order so  
39 authorizing. Any tenant so removed or excluded in violation of this

1 section may recover possession of the property or terminate the  
2 rental agreement and, in either case, may recover the actual damages  
3 sustained. The prevailing party may recover the costs of suit or  
4 arbitration and reasonable attorneys' fees.

5 (2) It is unlawful for the tenant to hold over in the premises or  
6 exclude the landlord therefrom after the termination of the rental  
7 agreement except under a valid court order so authorizing. Any  
8 landlord so deprived of possession of premises in violation of this  
9 section may recover possession of the property and damages sustained  
10 by him or her, and the prevailing party may recover his or her costs  
11 of suit or arbitration and reasonable attorneys' fees subject to  
12 subsections (3) and (4) of this section.

13 (3) Where the court has entered a judgment in favor of the  
14 landlord restoring possession of the property to the landlord, the  
15 court may award reasonable attorneys' fees to the landlord; however,  
16 the court shall not award attorneys' fees in the following instances:

17 (a) If the judgment for possession is entered after the tenant  
18 failed to (~~appear~~) respond to a pleading or other notice requiring  
19 a response authorized under this chapter; or

20 (b) If the total amount of rent awarded in the judgment for rent  
21 is equal to or less than two months of the tenant's monthly contract  
22 rent or one thousand two hundred dollars, whichever is greater.

23 (4) If a tenant has filed a motion to stay a writ of restitution  
24 from execution, the court may only award attorneys' fees to the  
25 landlord if the tenant is permitted to be reinstated pursuant to RCW  
26 59.18.410(3). Any attorneys' fees awarded shall be subject to  
27 repayment pursuant to RCW 59.18.410(3).

28 **Sec. 8.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to  
29 read as follows:

30 (1) The tenant shall conform to all reasonable obligations or  
31 restrictions, whether denominated by the landlord as rules, rental  
32 agreement, rent, or otherwise, concerning the use, occupation, and  
33 maintenance of his or her dwelling unit, appurtenances thereto, and  
34 the property of which the dwelling unit is a part if such obligations  
35 and restrictions are not in violation of any of the terms of this  
36 chapter and are not otherwise contrary to law, and if such  
37 obligations and restrictions are brought to the attention of the  
38 tenant at the time of his or her initial occupancy of the dwelling  
39 unit and thus become part of the rental agreement.

1       (2) A landlord may not impose late fees or issue a fourteen-day  
2 notice to pay or vacate pursuant to RCW 59.12.030 to any tenant who  
3 can demonstrate that his or her primary source of income is a  
4 regular, monthly source of governmental assistance received after the  
5 date rent is due in the rental agreement unless the tenant does not  
6 pay the rent due to the landlord on the date the governmental  
7 assistance is regularly received. Any late fees imposed before the  
8 date such governmental assistance is received are not recoverable in  
9 an unlawful detainer action for nonpayment of rent, and any such  
10 fourteen-day notice to pay or vacate issued before the date  
11 governmental assistance is received is void and unenforceable.

12       (3) Except for termination of tenancy and an increase in the  
13 amount of rent, after thirty days written notice to each affected  
14 tenant, a new rule of tenancy may become effective upon completion of  
15 the term of the rental agreement or sooner upon mutual consent.

16       (~~(3)~~) (4)(a) Except as provided in (b) of this subsection, a  
17 landlord shall provide a minimum of sixty days' prior written notice  
18 of an increase in the amount of rent to each affected tenant, and any  
19 increase in the amount of rent may not become effective prior to the  
20 completion of the term of the rental agreement.

21       (b) If the rental agreement governs a subsidized tenancy where  
22 the amount of rent is based on the income of the tenant or  
23 circumstances specific to the subsidized household, a landlord shall  
24 provide a minimum of thirty days' prior written notice of an increase  
25 in the amount of rent to each affected tenant. An increase in the  
26 amount of rent may become effective upon completion of the term of  
27 the rental agreement or sooner upon mutual consent.

28       **Sec. 9.** RCW 43.31.605 and 2019 c 356 s 12 are each amended to  
29 read as follows:

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

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

38       (i) Up to one thousand dollars for improvements identified in RCW  
39 59.18.255(1)(a). In order to be eligible for reimbursement under this

1 subsection (1)(b)(i), the landlord must pay for the first five  
2 hundred dollars for improvements, and rent to the tenant whose  
3 housing subsidy program was conditioned on the real property passing  
4 inspection. Reimbursement under this subsection (1)(b)(i) may also  
5 include up to fourteen days of lost rental income from the date of  
6 offer of housing to the applicant whose housing subsidy program was  
7 conditioned on the real property passing inspection until move in by  
8 that applicant;

9 (ii) Reimbursement for damages as reflected in a judgment  
10 obtained against the tenant through either an unlawful detainer  
11 proceeding, or through a civil action in a court of competent  
12 jurisdiction after a hearing;

13 (iii) Reimbursement for damages established pursuant to  
14 subsection (2) of this section; and

15 (iv) Reimbursement for unpaid rent and unpaid utilities, provided  
16 that the landlord can evidence it to the department's satisfaction.

17 (c) Claims related to landlord mitigation for an unpaid judgment  
18 for rent, late fees, attorneys' fees, and costs after a court order  
19 pursuant to RCW 59.18.410(3), including any unpaid portion of the  
20 judgment after the tenant defaults on the payment plan pursuant to  
21 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord  
22 mitigation program account and are exempt from any postjudgment  
23 interest required under RCW 4.56.110. Any claim for reimbursement  
24 made pursuant to RCW 59.18.410(3)(d)(ii) must be accompanied by a  
25 court order staying the writ of restitution pursuant to RCW  
26 59.18.410(3). Any claim for reimbursement under this subsection  
27 (1)(c) is not an entitlement.

28 (i) The department shall provide for a form on its web site for  
29 tenants and landlords to apply for reimbursement funds for the  
30 landlord pursuant to this subsection (1)(c).

31 (ii) The form must include: (A) Space for the landlord and tenant  
32 to provide names, mailing addresses, phone numbers, date of birth for  
33 the tenant, and any other identifying information necessary for the  
34 department to process payment; (B) the landlord's statewide vendor  
35 identification number and how to obtain one; (C) name and address to  
36 whom payment must be made; (D) the amount of the judgment with  
37 instructions to include any other supporting documentation the  
38 department may need to process payment; (E) instructions for how the  
39 tenant is to reimburse the department under (c)(iii) of this  
40 subsection; (F) a description of the consequences if the tenant does

1 not reimburse the department as provided in this subsection (1)(c);  
2 (G) a signature line for the landlord and tenant to confirm that they  
3 have read and understood the contents of the form and program; and  
4 (H) any other information necessary for the operation of the program.  
5 If the tenant has not signed the form after the landlord has made  
6 good faith efforts to obtain the tenant's signature, the landlord may  
7 solely submit the form but must attest to the amount of money owed  
8 and sign the form under penalty of perjury.

9 (iii) When a landlord has been reimbursed pursuant to this  
10 subsection (1)(c), the tenant for whom payment was made shall  
11 reimburse the department by depositing the amount disbursed from the  
12 landlord mitigation program account into the court registry of the  
13 superior court in which the judgment was entered. The tenant or other  
14 interested party may seek an ex parte order of the court under the  
15 unlawful detainer action to order such funds to be disbursed by the  
16 court. Upon entry of the order, the court clerk shall disburse the  
17 funds and include a case number with any payment issued to the  
18 department. If directed by the court, a clerk shall issue any  
19 payments made by a tenant to the department without further court  
20 order.

21 (iv) The department may deny an application made by a tenant who  
22 has failed to reimburse the department for prior payments issued  
23 pursuant to this subsection (1)(c).

24 (v) With any disbursement from the account to the landlord, the  
25 department shall notify the tenant at the address provided within the  
26 application that a disbursement has been made to the landlord on the  
27 tenant's behalf and that failure to reimburse the account for the  
28 payment through the court registry may result in a denial of a future  
29 application to the account pursuant to this subsection (1)(c). The  
30 department may include any other additional information about how to  
31 reimburse the account it deems necessary to fully inform the tenant.

32 (vi) The department's duties with respect to obtaining  
33 reimbursement from the tenant to the account are limited to those  
34 specified within this subsection (1)(c).

35 (vii) If at any time funds do not exist in the landlord  
36 mitigation program account to reimburse claims submitted under this  
37 subsection (1)(c), the department must create and maintain a waitlist  
38 and distribute funds in the order the claims are received pursuant to  
39 subsection (6) of this section. Payment of any claims on the waitlist  
40 shall be made only from the landlord mitigation program account. The



1 department shall not be civilly or criminally liable and may not have  
2 any penalty or cause of action of any nature arise against it  
3 regarding the provision or lack of provision of funds for  
4 reimbursement.

5 (2) In order for a claim under subsection (1)(b)(iii) of this  
6 section to be eligible for reimbursement from the landlord mitigation  
7 program account, a landlord must:

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

13 (b) Make repairs and then apply for reimbursement to the  
14 department;

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

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

23 (3) The department shall make reasonable efforts to review a  
24 claim within ten business days from the date it received properly  
25 submitted and complete claims to the satisfaction of the department.  
26 In reviewing a claim pursuant to subsection (1)(b) of this section,  
27 and determining eligibility for reimbursement, the department must  
28 receive documentation, acceptable to the department in its sole  
29 discretion, that the claim involves a private market rental unit  
30 rented to a low-income tenant who is using a housing subsidy program.

31 (4) Claims pursuant to subsection (1)(b) of this section related  
32 to a tenancy must total at least five hundred dollars in order for a  
33 claim to be eligible for reimbursement from the program. While claims  
34 or damages may exceed five thousand dollars, total reimbursement from  
35 the program may not exceed five thousand dollars per tenancy.

36 (5) Damages, beyond wear and tear, that are eligible for  
37 reimbursement include, but are not limited to: Interior wall gouges  
38 and holes; damage to doors and cabinets, including hardware; carpet  
39 stains or burns; cracked tiles or hard surfaces; broken windows;  
40 damage to household fixtures such as disposal, toilet, sink, sink

1 handle, ceiling fan, and lighting. Other property damages beyond  
2 normal wear and tear may also be eligible for reimbursement at the  
3 department's discretion.

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

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

12 (8) A landlord in receipt of reimbursement from the program  
13 pursuant to subsection (1)(b) of this section is prohibited from:

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

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

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

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

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

33 (12) Neither the state, the department, or persons acting on  
34 behalf of the department, while acting within the scope of their  
35 employment or agency, is liable to any person for any loss, damage,  
36 harm, or other consequence resulting directly or indirectly from the  
37 department's administration of the landlord mitigation program or  
38 determinations under this section.

39 (13)(a) A report to the appropriate committees of the legislature  
40 on the effectiveness of the program and recommended modifications

1 shall be submitted to the governor and the appropriate committees of  
2 the legislature by January 1, 2021. In preparing the report, the  
3 department shall convene and solicit input from a group of  
4 stakeholders to include representatives of large multifamily housing  
5 property owners or managers, small rental housing owners in both  
6 rural and urban markets, a representative of tenant advocates, and a  
7 representative of the housing authorities.

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

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

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

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

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

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

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

25 (vii) Any other modifications and recommendations made by  
26 stakeholders to improve the effectiveness and applicability of the  
27 program.

28 (14) As used in this section:

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

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

39 (c) "Private market rental unit" means any unit available for  
40 rent that is owned by an individual, corporation, limited liability

1 company, nonprofit housing provider, or other entity structure, but  
2 does not include housing acquired, or constructed by a public housing  
3 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.

4 NEW SECTION. **Sec. 10.** Sections 5 through 9 of this act are  
5 necessary for the immediate preservation of the public peace, health,  
6 or safety, or support of the state government and its existing public  
7 institutions, and take effect immediately."

**SSB 6378 - S AMD 1008**  
By Senator Kuderer

**PULLED 02/17/2020**

8 On page 1, line 1 of the title, after "protections;" strike the  
9 remainder of the title and insert "amending RCW 59.18.057, 59.18.063,  
10 59.18.365, 59.18.410, 59.18.230, 59.18.290, 59.18.140, and 43.31.605;  
11 creating a new section; and declaring an emergency."

EFFECT: (1) Clarifies when landlords must accept a pledge of  
emergency rental assistance and for how much of the rent owing if  
assistance is received either before or after any pay or vacate  
notice.

(2) Requires landlords to suspend court action for 7 court days  
to allow for payment of any assistance funds.

(3) Provides that landlords are not required to enter into  
additional conditions not related to the provision of necessary  
payment information and documentation if they accept assistance  
funds.

(4) Requires a court to serve an ex parte order to stay a writ of  
restitution by alternative means to all parties to provide notice of  
the court date.

(5) Removes failure of a tenant to appear at a subsequent hearing  
as a reason for when landlord's may not be awarded reasonable  
attorneys' fees.

(6) Prohibits landlords from imposing late fees or issuing 14-day  
pay or vacate notices to tenants whose primary income is based on  
regular, monthly governmental assistance received after the rent due  
date until after a tenant does not pay rent on the date such  
assistance is received.

(7) Authorizes landlords to refuse to accept cash for any payment  
of rent made by a tenant.

--- END ---