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ENGROSSED SUBSTITUTE HOUSE BILL 1453

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State of Washington

66th Legislature

2019 Regular Session

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

READ FIRST TIME 02/20/19.

1 AN ACT Relating to residential tenant protections; amending RCW  
2 59.12.030, 59.18.410, 59.18.290, 59.18.390, 59.18.365, and 59.18.055;  
3 reenacting and amending RCW 59.18.030; adding new sections to chapter  
4 59.18 RCW; and prescribing penalties.

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **"FOURTEEN-DAY NOTICE TO PAY RENT AND/OR UTILITIES OR VACATE THE**  
6 **PREMISES**

7 You are receiving the attached notice because the landlord  
8 alleges you are not in compliance with the terms of the lease  
9 agreement by failing to pay rent and/or utilities that are past due.

10 **The monthly rent amount is \$ (dollar amount).**

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

12 **AND/OR**

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

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

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

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

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

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

31

32 OWNER/LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

33

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

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

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

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

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

14 As used in this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3        Under this chapter:

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

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

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

16        (1) If upon the trial the verdict of the jury or, if the case be  
17   tried without a jury, the finding of the court be in favor of the  
18   plaintiff and against the defendant, judgment shall be entered for  
19   the restitution of the premises; and if the proceeding be for  
20   unlawful detainer after neglect or failure to perform any condition  
21   or covenant of a lease or agreement under which the property is held,  
22   or after default in the payment of rent, the judgment shall also  
23   declare the forfeiture of the lease, agreement, or tenancy. The jury,  
24   or the court, if the proceedings be tried without a jury, shall also  
25   assess the damages arising out of the tenancy occasioned to the  
26   plaintiff by any forcible entry, or by any forcible or unlawful  
27   detainer, alleged in the complaint and proved on the trial, and, if  
28   the alleged unlawful detainer be after default in the payment of  
29   rent, find the amount of any rent due, and the judgment shall be  
30   rendered against the defendant guilty of the forcible entry, forcible  
31   detainer, or unlawful detainer for the amount of damages thus  
32   assessed and for the rent, if any, found due, and the court may award  
33   statutory costs and reasonable ((attorney's)) attorneys' fees;  
34   however, if the alleged unlawful detainer is after default in the  
35   payment of rent, or for violation of a condition of the rental  
36   agreement, the court may award reasonable attorneys' fees only after  
37   a finding that the tenant did not act in good faith, willfully  
38   performed an act prohibited by the lease or the governing law, or

1 willfully refrained from performing an act required by the lease or  
2 the governing law.

3 (2) When the ((proceeding)) tenant is liable for ((an)) unlawful  
4 detainer after default in the payment of rent, ((and the lease or  
5 agreement under which the rent is payable has not by its terms  
6 expired,)) execution upon the judgment shall not be issued until the  
7 expiration of five court days after the entry of the judgment,  
8 ((within which)) and before such time the tenant or any subtenant, or  
9 any mortgagee of the term, or other party interested in the  
10 continuance of the tenancy, may pay to the landlord or into court for  
11 the landlord the amount of the ((judgment and costs, and thereupon  
12 the judgment shall be satisfied and)) rent owed, court costs  
13 incurred, late fees provided such fees are due under the lease and do  
14 not exceed seventy-five dollars in total, and attorneys' fees if  
15 imposed pursuant to this section, in which event the tenant shall be  
16 restored to his or her tenancy((; but)). If payment((, as herein  
17 provided, be)) of the amount specified herein is not made within five  
18 court days after the judgment, the judgment may be enforced for its  
19 full amount and for the possession of the premises.

20 (3)(a) Following the entry of a judgment in favor of the  
21 plaintiff and against the defendant for the restitution of the  
22 premises and forfeiture of tenancy due to nonpayment of rent, the  
23 court, at the time of the show cause hearing or trial, or upon  
24 subsequent motion of the tenant but before the execution of the writ  
25 of restitution, may stay or vacate the writ of restitution upon good  
26 cause and on such terms that the court deems fair and just for both  
27 parties. In making this decision, the court shall consider the  
28 following factors:

29 (i) The defendant's payment history;

30 (ii) Evidence the nonpayment was caused by exigent circumstances  
31 that were beyond the defendant's control and that are not likely to  
32 recur;

33 (iii) Evidence or lack of evidence of the defendant's willful or  
34 intentional failure to pay rent;

35 (iv) The defendant's ability to timely pay the judgment;

36 (v) The relative burden on the parties resulting from  
37 reinstatement or refusal to reinstate;

38 (vi) Conduct related to other notices served contemporaneously  
39 with the notice to pay or vacate regardless of whether the other  
40 notices were part of the court's judgment.

1 (b) The burden of proof for such relief under this subsection  
2 shall be on the tenant. The court may issue an order pursuant to this  
3 subsection upon appropriate terms, which may include the payment or  
4 severing of all or part of the monetary judgment. Any severing of the  
5 judgment shall not preclude the landlord from pursuing other lawful  
6 remedies to collect the remainder of the judgment.

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

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

11 (ii) The court shall require the tenant to tender to the landlord  
12 or deposit with the court one month's rent within five court days of  
13 the order;

14 (iii) Providing for repayment of the balance found by the court,  
15 the court shall issue the writ of restitution, but require that the  
16 writ of restitution not be served by the sheriff on the tenant unless  
17 the tenant defaults on the repayment order; in such event, the court  
18 shall extend the writ of restitution as necessary to enforce the  
19 order in the event of default.

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

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

26 **Sec. 7.** RCW 59.18.290 and 2010 c 8 s 19028 are each amended to  
27 read as follows:

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

35 (2) It (~~shall be~~) is unlawful for the tenant to hold over in  
36 the premises or exclude the landlord therefrom after the termination  
37 of the rental agreement except under a valid court order so  
38 authorizing. Subject to RCW 59.18.410, any landlord so deprived of  
39 possession of premises in violation of this section may recover

1 possession of the property and damages sustained by him or her, and  
2 the prevailing party may recover his or her costs of suit or  
3 arbitration and reasonable ((attorney's)) attorneys' fees.

4 **Sec. 8.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to  
5 read as follows:

6 (1) The sheriff shall, upon receiving the writ of restitution,  
7 forthwith serve a copy thereof upon the defendant, his or her agent,  
8 or attorney, or a person in possession of the premises, and shall not  
9 execute the same for three days thereafter(~~(, and the defendant, or~~  
10 ~~person in possession of the premises within three days after the~~  
11 ~~service of the writ of restitution may execute to the plaintiff a~~  
12 ~~bond to be filed with and approved by the clerk of the court in such~~  
13 ~~sum as may be fixed by the judge, with sufficient surety to be~~  
14 ~~approved by the clerk of the court, conditioned that they will pay to~~  
15 ~~the plaintiff such sum as the plaintiff may recover for the use and~~  
16 ~~occupation of the premises, or any rent found due, together with all~~  
17 ~~damages the plaintiff may sustain by reason of the defendant~~  
18 ~~occupying or keeping possession of the premises, together with all~~  
19 ~~damages which the court theretofore has awarded to the plaintiff as~~  
20 ~~provided in this chapter, and also all the costs of the action. If~~  
21 ~~the writ of restitution was issued after alternative service provided~~  
22 ~~for in RCW 59.18.055, the court shall determine the amount of the~~  
23 ~~bond after considering the rent claimed and any other factors the~~  
24 ~~court deems relevant. The plaintiff, his or her agent or attorneys,~~  
25 ~~shall have notice of the time and place where the court or judge~~  
26 ~~thereof shall fix the amount of the defendant's bond, and shall have~~  
27 ~~notice and a reasonable opportunity to examine into the qualification~~  
28 ~~and sufficiency of the sureties upon the bond before the bond shall~~  
29 ~~be approved by the clerk)). After the issuance of a writ of~~  
30 ~~restitution, acceptance of a payment by the landlord or plaintiff~~  
31 ~~that only partially satisfies the judgment will not invalidate the~~  
32 ~~writ unless pursuant to a written agreement executed by both parties.~~  
33 ~~The eviction will not be postponed or stopped unless a copy of that~~  
34 ~~written agreement is provided to the sheriff. It is the~~  
35 ~~responsibility of the tenant or defendant to ensure a copy of the~~  
36 ~~agreement is provided to the sheriff. Upon receipt of the agreement~~  
37 ~~the sheriff will cease action unless ordered to do otherwise by the~~  
38 ~~court. The writ of restitution and the notice that accompanies the~~  
39 ~~writ of restitution required under RCW 59.18.312 shall conspicuously~~

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

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

20 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

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

29 **Sec. 9.** RCW 59.18.365 and 2008 c 75 s 1 are each amended to read  
30 as follows:

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

1 attorney, if represented. The summons must be served and returned in  
2 the same manner as a summons in other actions is served and returned.

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

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

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

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

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

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

17 IN THE SUPERIOR COURT OF THE  
18 STATE OF WASHINGTON  
19 IN AND  
20 FOR . . . . . COUNTY

21 Plaintiff/ } NO.  
22 Landlord/ }  
23 Owner, }

24  
25  
26  
27  
28  
29 vs. EVICTION SUMMONS  
30 (Residential)

31 Defendant/  
32 Tenant/  
33 Occupant.

34 THIS IS (~~NOTICE OF A LAWSUIT~~) AN IMPORTANT LEGAL DOCUMENT TO EVICT  
35 YOU.

36 (~~PLEASE READ IT CAREFULLY.~~  
37 ~~THE DEADLINE FOR~~) YOUR WRITTEN  
38 RESPONSE (~~IS~~) MUST BE RECEIVED BY: 5:00 p.m., on . . . . .

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

2 . . . . . (Defendant's Address)

3 (~~This is notice of a lawsuit to evict you from the property  
4 which you are renting. Your landlord is asking the court to terminate  
5 your tenancy, direct the sheriff to remove you and your belongings  
6 from the property, enter a money judgment against you for unpaid rent  
7 and/or damages for your use of the property, and for court costs and  
8 attorneys' fees.~~

9 ~~If you want to defend yourself in this lawsuit, you must respond  
10 to the eviction complaint in writing on or before the deadline stated  
11 above. You must respond in writing even if no case number has been  
12 assigned by the court yet.~~

13 ~~You can respond to the complaint in writing by delivering a copy  
14 of a notice of appearance or answer to your landlord's attorney (or  
15 your landlord if there is no attorney) by personal delivery, mailing,  
16 or facsimile to the address or facsimile number stated below **TO BE  
17 RECEIVED NO LATER THAN THE DEADLINE STATED ABOVE.** Service by  
18 facsimile is complete upon successful transmission to the facsimile  
19 number, if any, listed in the summons.~~

20 ~~The notice of appearance or answer must include the name of this  
21 case (plaintiff(s) and defendant(s)), your name, the street address  
22 where further legal papers may be sent, your telephone number (if  
23 any), and your signature.~~

24 ~~If there is a number on the upper right side of the eviction  
25 summons and complaint, you must also file your original notice of  
26 appearance or answer with the court clerk by the deadline for your  
27 written response.~~

28 ~~You may demand that the plaintiff file this lawsuit with the  
29 court. If you do so, the demand must be in writing and must be served  
30 upon the person signing the summons. Within fourteen days after you  
31 serve the demand, the plaintiff must file this lawsuit with the  
32 court, or the service on you of this summons and complaint will be  
33 void.~~

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

37 ~~You may also be instructed in a separate order to appear for a  
38 court hearing on your eviction. If you receive an order to show cause  
39 you must personally appear at the hearing on the date indicated in~~

1 ~~the order to show cause **IN ADDITION** to delivering and filing your~~  
2 ~~notice of appearance or answer by the deadline stated above.~~

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

7 ~~The notice of appearance or answer must be delivered to:~~

8 .....

9 Name

10 .....

11 Street Address

12 .....

13 Telephone Number

14 .....

15 Facsimile Number (Required  
16 if Available))

17 **GET HELP: If you do not respond by . . . (date) . . ., you will**  
18 **lose your right to defend yourself in court and could be evicted. If**  
19 **you cannot afford a lawyer, you can get help at**  
20 **WashingtonLawHelp.org. They have forms to help you respond. If you do**  
21 **not have the internet at home, you can get on the internet at your**  
22 **local library. You may also call 211. They can refer you to free or**  
23 **low-cost legal help. They can help you find help paying for a lawyer.**

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

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

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

37 **WHERE TO RESPOND: You must mail, fax, or hand deliver your**  
38 **response letter to your landlord's lawyer, or if no lawyer, to your**

1 landlord. If you mail it, you must do it by . . . (3 days before  
2 deadline) . . . . . Get a proof of mailing from the post office. If  
3 you hand deliver or fax it, you must do it by . . . (date of  
4 deadline) . . . . . The address is:

5 . . . . . (Attorney/Landlord Name)

6 . . . . . (Address)

7 . . . . . (Fax - required if available)

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

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

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

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

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

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

1        ~~((2))~~ (3) Before the entry of any judgment or issuance of a  
2 writ of restitution due to the defendant's failure to appear, the  
3 plaintiff shall provide the court with an affidavit from the person  
4 or persons attempting service that describes the service achieved, or  
5 if by alternative service pursuant to this section, that describes  
6 the efforts at personal service before alternative service was used,  
7 together with an affidavit from the plaintiff, plaintiff's agent, or  
8 plaintiff's attorney stating his or her belief that the defendant  
9 cannot be found.

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

--- END ---