
HOUSE BILL 1453

State of Washington

66th Legislature

2019 Regular Session

By Representatives Macri, Jinkins, Morgan, Dolan, Frame, Peterson, Thai, Doglio, Gregerson, Pellicciotti, Orwall, Davis, Lekanoff, Senn, Kloba, Stanford, and Ortiz-Self

Read first time 01/22/19. Referred to Committee on Civil Rights & Judiciary.

1 AN ACT Relating to residential tenant protections; amending RCW
2 59.12.030, 59.12.040, 59.18.365, 59.18.380, 59.18.410, 59.18.290, and
3 59.18.390; reenacting and amending RCW 59.18.030; adding a new
4 section to chapter 59.18 RCW; and repealing RCW 59.18.375.

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 of
9 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 twenty-one
10 days after service for tenancies under chapter 59.18 RCW. The notice
11 may 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 **Sec. 2.** RCW 59.12.040 and 2010 c 8 s 19007 are each amended to
2 read as follows:

3 Any notice provided for in this chapter shall be served either
4 (1) by delivering a copy personally to the person entitled thereto;
5 or (2) if he or she be absent from the premises unlawfully held, by
6 leaving there a copy, with some person of suitable age and
7 discretion, and sending a copy through the mail addressed to the
8 person entitled thereto at his or her place of residence; or (3) if
9 the person to be notified be a tenant, or an unlawful holder of
10 premises, and his or her place of residence is not known, or if a
11 person of suitable age and discretion there cannot be found then by
12 affixing a copy of the notice in a conspicuous place on the premises
13 unlawfully held, and also delivering a copy to a person there
14 residing, if such a person can be found, and also sending a copy
15 through the mail addressed to the tenant, or unlawful occupant, at
16 the place where the premises unlawfully held are situated. Service
17 upon a subtenant may be made in the same manner: PROVIDED, That in
18 cases where the tenant or unlawful occupant, shall be conducting a
19 hotel, inn, lodging house, boarding house, or shall be renting rooms
20 while still retaining control of the premises as a whole, that the
21 guests, lodgers, boarders, or persons renting such rooms shall not be
22 considered as subtenants within the meaning of this chapter, but all
23 such persons may be served by affixing a copy of the notice to be
24 served in two conspicuous places upon the premises unlawfully held;
25 and such persons shall not be necessary parties defendant in an
26 action to recover possession of said premises. Service of any notice
27 provided for in this chapter may be had upon a corporation by
28 delivering a copy thereof to any officer, agent, or person having
29 charge of the business of such corporation, at the premises
30 unlawfully held, and in case no such officer, agent, or person can be
31 found upon such premises, then service may be had by affixing a copy
32 of such notice in a conspicuous place upon said premises and by
33 sending a copy through the mail addressed to such corporation at the
34 place where said premises are situated. Proof of any service under
35 this section may be made by the affidavit of the person making the
36 same in like manner and with like effect as the proof of service of
37 summons in civil actions. When a copy of notice is sent through the
38 mail, as provided in this section, service shall be deemed complete
39 when such copy is deposited in the United States mail in the county
40 in which the property is situated properly addressed with postage

1 prepaid: PROVIDED, HOWEVER, That when service is made by mail one
2 additional day shall be allowed before the commencement of an action
3 based upon such notice. (~~RCW 59.18.375 may also apply to notice~~
4 ~~given under this chapter.~~)

5 **Sec. 3.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and
6 amended to read as follows:

7 As used in this chapter:

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

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

31 (3) "Comprehensive reusable tenant screening report" means a
32 tenant screening report prepared by a consumer reporting agency at
33 the direction of and paid for by the prospective tenant and made
34 available directly to a prospective landlord at no charge, which
35 contains all of the following: (a) A consumer credit report prepared
36 by a consumer reporting agency within the past thirty days; (b) the
37 prospective tenant's criminal history; (c) the prospective tenant's
38 eviction history; (d) an employment verification; and (e) the
39 prospective tenant's address and rental history.

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

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

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

12 (7) "Distressed home conveyance" has the same meaning as in RCW
13 61.34.020.

14 (8) "Distressed home purchaser" has the same meaning as in RCW
15 61.34.020.

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

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

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

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

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

35 (a) The homeowner has defaulted on the mortgage and, under the
36 terms of the mortgage, the mortgagee has the right to accelerate full
37 payment of the mortgage and repossess, sell, or cause to be sold the
38 property;

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

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

4 (i) The mortgagee;

5 (ii) A person licensed or required to be licensed under chapter
6 19.134 RCW;

7 (iii) A person licensed or required to be licensed under chapter
8 19.146 RCW;

9 (iv) A person licensed or required to be licensed under chapter
10 18.85 RCW;

11 (v) An attorney-at-law;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 (25) "Rent" or "rental amount" means consideration for use and
29 occupancy of the premises. These terms do not include charges for
30 costs incurred due to late payment, damages, utilities, deposits,
31 legal costs, or other fees, including attorneys' fees.

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

35 ((+26+)) (27) A "single-family residence" is a structure
36 maintained and used as a single dwelling unit. Notwithstanding that a
37 dwelling unit shares one or more walls with another dwelling unit, it
38 shall be deemed a single-family residence if it has direct access to
39 a street and shares neither heating facilities nor hot water

1 equipment, nor any other essential facility or service, with any
2 other dwelling unit.

3 ~~((27))~~ (28) A "tenant" is any person who is entitled to occupy
4 a dwelling unit primarily for living or dwelling purposes under a
5 rental agreement.

6 ~~((28))~~ (29) "Tenant representative" means:

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

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

14 (c) In the absence of a personal representative under (a) of this
15 subsection or a person claiming to be a successor under (b) of this
16 subsection, a designated person; or

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

24 ~~((29))~~ (30) "Tenant screening" means using a consumer report or
25 other information about a prospective tenant in deciding whether to
26 make or accept an offer for residential rental property to or from a
27 prospective tenant.

28 ~~((30))~~ (31) "Tenant screening report" means a consumer report
29 as defined in RCW 19.182.010 and any other information collected by a
30 tenant screening service.

31 **Sec. 4.** RCW 59.18.365 and 2008 c 75 s 1 are each amended to read
32 as follows:

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

1 if available, a facsimile number for the plaintiff or the plaintiff's
2 attorney, if represented. The summons must be served and returned in
3 the same manner as a summons in other actions is served and returned.

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

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

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

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

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

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

18 (~~IN THE SUPERIOR COURT OF THE~~
19 ~~STATE OF WASHINGTON~~
20 ~~IN AND~~
21 ~~FOR COUNTY~~

22 Plaintiff, } NO.
23 |
24 |
25 |
26 |

27
28
29
30 vs. EVICTION SUMMONS

31 (Residential)

32 Defendant.

33 ~~THIS IS NOTICE OF A LAWSUIT TO EVICT YOU.~~
34 ~~PLEASE READ IT CAREFULLY.~~
35 ~~THE DEADLINE FOR YOUR WRITTEN~~
36 ~~RESPONSE IS: 5:00 p.m., on~~

37 TO: (Name)

1 (Address)

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

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

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

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

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

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

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

36 You may also be instructed in a separate order to appear for a
37 court hearing on your eviction. If you receive an order to show cause
38 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 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. EVICITION SUMMONS

30 (Residential)

31 Defendant/

32 Tenant/

33 Occupant.

34 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.
35 YOUR **WRITTEN** RESPONSE MUST BE RECEIVED BY 5:00 p.m.

36 on

1 TO: (Defendant's Name)
2 (Defendant's Address)

3 **GET HELP: If you do not respond by . . . (date) . . . , you will**
4 **lose your right to defend yourself in court.** If you cannot afford a
5 lawyer, you can get help at WashingtonLawHelp.org. They have forms to
6 help you respond. If you do not have the internet at home, you can
7 get on the internet at your local library. You may also call 211.
8 They can refer you to free or cheap legal help. They can help you
9 find help paying for a lawyer.

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

- 13 1. A statement that you are appearing in the court case
- 14 2. Names of the plaintiff(s) and the defendant(s) (as listed
15 above)
- 16 3. Your name, your address where legal documents may be sent,
17 your signature, phone number (if any), and case number (if the case
18 is filed)

19 This case is / is not filed with the court. If this case is
20 filed, you need to also file your response with the court by
21 delivering a copy to the clerk of the court at:
22 (Address/Room number/Business hours of
23 court clerk)

24 **WHERE TO RESPOND:** You must mail, fax, or hand-deliver your
25 response letter to your Landlord or Landlord's lawyer. If you mail
26 it, you must do it by . . . (3 days before deadline) Get a
27 proof of mailing from the post office.

28 If you hand-deliver or fax it, you must do it by . . . (date of
29 deadline) The address is:

- 30 (Attorney/Landlord Name)
- 31 (Address)
- 32 (Fax - required if available)

33 **COURT DATE:** You will be notified of your hearing date in a
34 document called an "Order to Show Cause." This is usually mailed to
35 you. If you get notice of a hearing, **you must go to the hearing.** If
36 you do not show up, your landlord can evict you. Your landlord might

1 also charge you more money. If you move before the court date, you
2 must tell your landlord or the landlord's attorney.

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

5 Under this chapter:

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

10 (2) Continued tenancy or relief from forfeiture may not be
11 conditioned on a tenant's payment or satisfaction of any monetary
12 amount other than rent. However, this does not foreclose a landlord
13 from pursuing other lawful remedies to collect late payments,
14 damages, legal costs, or other fees, including attorneys' fees.

15 **Sec. 6.** RCW 59.18.380 and 2011 c 132 s 18 are each amended to
16 read as follows:

17 At the time and place fixed for the hearing of plaintiff's motion
18 for a writ of restitution, the defendant, or any person in possession
19 or claiming possession of the property, may answer, orally or in
20 writing, and assert any legal or equitable defense or set-off arising
21 out of the tenancy. If the answer is oral the substance thereof shall
22 be endorsed on the complaint by the court. The court shall examine
23 the parties and witnesses orally to ascertain the merits of the
24 complaint and answer, and if it shall appear that the plaintiff has
25 the right to be restored to possession of the property, the court
26 shall enter an order directing the issuance of a writ of restitution,
27 returnable ten days after its date, restoring to the plaintiff
28 possession of the property and if it shall appear to the court that
29 there is no substantial issue of material fact of the right of the
30 plaintiff to be granted other relief as prayed for in the complaint
31 and provided for in this chapter, the court may enter an order and
32 judgment granting so much of such relief as may be sustained by the
33 proof, and the court may grant such other relief as may be prayed for
34 in the plaintiff's complaint and provided for in this chapter, then
35 the court shall enter an order denying any relief sought by the
36 plaintiff for which the court has determined that the plaintiff has
37 no right as a matter of law: PROVIDED, That within three days after
38 the service of the writ of restitution issued prior to final

1 judgment, the defendant, or person in possession of the property,
2 may, in any action for the recovery of possession of the property for
3 failure to pay rent, stay the execution of the writ pending final
4 judgment by paying into court or to the plaintiff, as the court
5 directs, all rent found to be due, and in addition by paying, on a
6 monthly basis pending final judgment, an amount equal to the monthly
7 rent called for by the lease or rental agreement at the time the
8 complaint was filed: PROVIDED FURTHER, That before any writ shall
9 issue prior to final judgment the plaintiff shall execute to the
10 defendant and file in the court a bond in such sum as the court may
11 order, with sufficient surety to be approved by the clerk,
12 conditioned that the plaintiff will prosecute his or her action
13 without delay, and will pay all costs that may be adjudged to the
14 defendant, and all damages which he or she may sustain by reason of
15 the writ of restitution having been issued, should the same be
16 wrongfully sued out. The court shall also enter an order directing
17 the parties to proceed to trial on the complaint and answer in the
18 usual manner.

19 If it appears to the court that the plaintiff should not be
20 restored to possession of the property, the court shall deny
21 plaintiff's motion for a writ of restitution and enter an order
22 directing the parties to proceed to trial within thirty days on the
23 complaint and answer. If it appears to the court that there is a
24 substantial issue of material fact as to whether or not the plaintiff
25 is entitled to other relief as is prayed for in plaintiff's complaint
26 and provided for in this chapter, or that there is a genuine issue of
27 a material fact pertaining to a legal or equitable defense or set-off
28 raised in the defendant's answer, the court shall grant or deny so
29 much of plaintiff's other relief sought and so much of defendant's
30 defenses or set-off claimed, as may be proper. If it appears to the
31 court that relief from forfeiture is appropriate in the interest of
32 justice, the court shall have discretion to grant such relief.

33 **Sec. 7.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to
34 read as follows:

35 (1) If upon the trial the verdict of the jury or, if the case be
36 tried without a jury, the finding of the court be in favor of the
37 plaintiff and against the defendant, judgment shall be entered for
38 the restitution of the premises; and if the proceeding be for
39 unlawful detainer after neglect or failure to perform any condition

1 or covenant of a lease or agreement under which the property is held,
2 or after default in the payment of rent, the judgment shall also
3 declare the forfeiture of the lease, agreement, or tenancy. The jury,
4 or the court, if the proceedings be tried without a jury, shall also
5 assess the damages arising out of the tenancy occasioned to the
6 plaintiff by any forcible entry, or by any forcible or unlawful
7 detainer, alleged in the complaint and proved on the trial, and, if
8 the alleged unlawful detainer be after default in the payment of
9 rent, find the amount of any rent due, and the judgment shall be
10 rendered against the defendant guilty of the forcible entry, forcible
11 detainer, or unlawful detainer for the amount of damages thus
12 assessed and for the rent, if any, found due, and the court may award
13 statutory costs and reasonable (~~attorney's~~) attorneys' fees.

14 (2) When the proceeding is for an unlawful detainer after default
15 in the payment of rent, (~~and the lease or agreement under which the~~
16 rent is payable has not by its terms expired,) execution upon the
17 judgment shall not be issued until the expiration of five court days
18 after the entry of the judgment, within which time the tenant or any
19 subtenant, or any mortgagee of the term, or other party interested in
20 the continuance of the tenancy, may pay into court for the landlord
21 the amount of the principal judgment (~~and costs,~~) for rent and
22 (~~thereupon~~) upon satisfaction of the principal judgment (~~shall be~~
23 ~~satisfied and~~), the tenant shall be restored to his or her
24 tenancy(~~;~~ ~~but~~). Restoration of the tenancy shall not foreclose the
25 plaintiff's remedies to collect the remainder of the judgment for
26 costs and fees. If payment(~~, as herein provided, be~~) of the
27 principal judgment for rent is not made within five court days the
28 judgment may be enforced for its full amount and for the possession
29 of the premises.

30 (3) When the proceeding is for an unlawful detainer for breach of
31 a condition capable of cure, the court shall stay the writ of
32 restitution to afford a reasonable time for the tenant to properly
33 cure and redeem the tenancy. If the condition is not cured within a
34 reasonable time, the judgment may be enforced for its full amount and
35 for the possession of the premises.

36 (4) In all cases and in addition to any other remedies provided,
37 the court may vacate or stay a writ of restitution upon good cause
38 and on such terms as the court deems fair and just.

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

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

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

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

16 (2) It (~~shall be~~) is unlawful for the tenant to hold over in
17 the premises or exclude the landlord therefrom after the termination
18 of the rental agreement except under a valid court order so
19 authorizing. Any landlord so deprived of possession of premises in
20 violation of this section may recover possession of the property and
21 damages sustained by him or her, and the prevailing party may recover
22 his or her costs of suit or arbitration and reasonable (~~attorney's~~)
23 attorneys' fees.

24 (3) Any award of costs and fees besides rent is not a condition
25 of relief from forfeiture.

26 **Sec. 9.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to
27 read as follows:

28 (1) The sheriff shall, upon receiving the writ of restitution,
29 forthwith serve a copy thereof upon the defendant, his or her agent,
30 or attorney, or a person in possession of the premises, and shall not
31 execute the same for three days thereafter, and the defendant, or
32 person in possession of the premises within three days after the
33 service of the writ of restitution may execute to the plaintiff a
34 bond to be filed with and approved by the clerk of the court in such
35 sum as may be fixed by the judge, with sufficient surety to be
36 approved by the clerk of the court, conditioned that they will pay to
37 the plaintiff such sum as the plaintiff may recover for the use and
38 occupation of the premises, or any rent found due (~~, together with~~

1 ~~all damages the plaintiff may sustain by reason of the defendant~~
2 ~~occupying or keeping possession of the premises, together with all~~
3 ~~damages which the court theretofore has awarded to the plaintiff as~~
4 ~~provided in this chapter, and also all the costs of the action)).~~ If
5 the writ of restitution was issued after alternative service provided
6 for in RCW 59.18.055, the court shall determine the amount of the
7 bond after considering the rent claimed (~~and any other factors the~~
8 ~~court deems relevant)).~~ The plaintiff, his or her agent or attorneys,
9 shall have notice of the time and place where the court or judge
10 thereof shall fix the amount of the defendant's bond, and shall have
11 notice and a reasonable opportunity to examine into the qualification
12 and sufficiency of the sureties upon the bond before the bond shall
13 be approved by the clerk. After the issuance of a writ of
14 restitution, acceptance of a payment by the landlord or plaintiff
15 that only partially satisfies the (~~judgment))~~ rent will not
16 invalidate the writ unless pursuant to a written agreement executed
17 by both parties. The eviction will not be postponed or stopped unless
18 a copy of that written agreement is provided to the sheriff. It is
19 the responsibility of the tenant or defendant to ensure a copy of the
20 agreement is provided to the sheriff. Upon receipt of the agreement
21 the sheriff will cease action unless ordered to do otherwise by the
22 court. The writ of restitution and the notice that accompanies the
23 writ of restitution required under RCW 59.18.312 shall conspicuously
24 state in bold face type, all capitals, not less than twelve points
25 information about partial payments as set forth in subsection (2) of
26 this section. If the writ of restitution has been based upon a
27 finding by the court that the tenant, subtenant, sublessee, or a
28 person residing at the rental premises has engaged in drug-related
29 activity or has allowed any other person to engage in drug-related
30 activity at those premises with his or her knowledge or approval,
31 neither the tenant, the defendant, nor a person in possession of the
32 premises shall be entitled to post a bond in order to retain
33 possession of the premises. The writ may be served by the sheriff, in
34 the event he or she shall be unable to find the defendant, an agent
35 or attorney, or a person in possession of the premises, by affixing a
36 copy of the writ in a conspicuous place upon the premises: PROVIDED,
37 That the sheriff shall not require any bond for the service or
38 execution of the writ. The sheriff shall be immune from all civil
39 liability for serving and enforcing writs of restitution unless the
40 sheriff is grossly negligent in carrying out his or her duty.

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

3 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

4 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**
5 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**
6 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**
7 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**
8 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**
9 **SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE**
10 **AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER**
11 **ACTION.**

12 NEW SECTION. **Sec. 10.** RCW 59.18.375 (Forcible entry or detainer
13 or unlawful detainer actions—Payment of rent into court registry—
14 Writ of restitution—Notice) and 2008 c 75 s 2, 2006 c 51 s 2, & 1983
15 c 264 s 13 are each repealed.

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