
SUBSTITUTE SENATE BILL 6378

State of Washington

66th Legislature

2020 Regular Session

By Senate Housing Stability & Affordability (originally sponsored by Senators Kuderer, Darneille, Das, and Lovelett)

READ FIRST TIME 01/28/20.

1 AN ACT Relating to residential tenant protections; amending RCW
2 59.18.057, 59.18.365, 59.18.410, 59.18.230, 59.18.290, 59.18.140, and
3 43.31.605; creating a new section; and declaring an emergency.

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

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

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

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

3 "TO:

4 AND TO:

5 ADDRESS:

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

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

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

12 AND/OR

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

14 AND/OR

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

17 TOTAL AMOUNT DUE: \$ (dollar amount)

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

22 You must pay the total amount due to your landlord within
23 fourteen (14) days after service of this notice or you must vacate
24 the premises. Any payment you make to the landlord must first be
25 applied to the total amount due as shown on this notice. Any failure
26 to comply with this notice within fourteen (14) days after service of
27 this notice may result in a judicial proceeding that leads to your
28 eviction from the premises.

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

1 State law provides you the right to receive interpreter services
2 at court.

3
4 OWNER/LANDLORD: _____ DATE: _____

5
6 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ___ (owner/landlord name) ___
7 _____ (address) _____ "

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

11 **Sec. 3.** RCW 59.18.365 and 2019 c 356 s 9 are each amended to
12 read as follows:

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

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

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

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

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

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

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

1 IN THE SUPERIOR COURT OF THE
2 STATE OF WASHINGTON
3 IN AND
4 FOR COUNTY

5 Plaintiff/ } NO.
6 Landlord/ }
7 Owner, }
8 }
9 }

10
11
12 vs. EVICTION SUMMONS
13 (Residential)

14 Defendant/
15 Tenant/
16 Occupant.

17 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

18 YOUR **WRITTEN**

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

20 TO: (Defendant's Name)

21 (Defendant's Address)

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

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

- 34 (1) A statement that you are appearing in the court case
35 (2) Names of the landlord(s) and the tenant(s) (as listed above)

1 (3) Your name, your address where legal documents may be sent,
2 your signature, phone number (if any), and case number (if the case
3 is filed)

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

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

- 14 (Attorney/Landlord Name)
- 15 (Address)
- 16 (Fax - required if available)

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

24 **Sec. 4.** RCW 59.18.410 and 2019 c 356 s 7 are each amended to
25 read as follows:

26 (1) If at trial the verdict of the jury or, if the case is tried
27 without a jury, the finding of the court is in favor of the landlord
28 and against the tenant, judgment shall be entered for the restitution
29 of the premises; and if the proceeding is for unlawful detainer after
30 neglect or failure to perform any condition or covenant of a lease or
31 agreement under which the property is held, or after default in the
32 payment of rent, the judgment shall also declare the forfeiture of
33 the lease, agreement, or tenancy. The jury, or the court, if the
34 proceedings are tried without a jury, shall also assess the damages
35 arising out of the tenancy occasioned to the landlord by any forcible
36 entry, or by any forcible or unlawful detainer, alleged in the
37 complaint and proved at trial, and, if the alleged unlawful detainer
38 is based on default in the payment of rent, find the amount of any
39 rent due, and the judgment shall be rendered against the tenant

1 liable for the forcible entry, forcible detainer, or unlawful
2 detainer for the amount of damages thus assessed, for the rent, if
3 any, found due, and late fees if such fees are due under the lease
4 and do not exceed seventy-five dollars in total. The court may award
5 statutory costs. The court may also award reasonable attorneys' fees
6 as provided in RCW 59.18.290.

7 (2) When the tenant is liable for unlawful detainer after a
8 default in the payment of rent, execution upon the judgment shall not
9 occur until the expiration of five court days after the entry of the
10 judgment. Before ~~((such time has expired))~~ issuance of a judgment or
11 until five court days have expired after issuance of the judgment,
12 the tenant or any subtenant, or any mortgagee of the term, or other
13 party interested in the continuance of the tenancy, may pay into
14 court or to the landlord the amount of the rent due, any court costs
15 incurred at the time of payment, late fees if such fees are due under
16 the lease and do not exceed seventy-five dollars in total, and
17 attorneys' fees if awarded, in which event any judgment entered shall
18 be satisfied and the tenant restored to his or her tenancy. If the
19 tenant seeks to restore his or her tenancy after entry of a judgment,
20 the tenant may tender the amount stated within the judgment as long
21 as that amount does not exceed the amount authorized under subsection
22 (1) of this section. If a tenant seeks to restore his or her tenancy
23 and pay the amount set forth in this subsection with funds acquired
24 through an emergency rental assistance program provided by a
25 governmental or nonprofit entity, the tenant shall provide a copy of
26 the pledge of emergency rental assistance provided from the
27 appropriate governmental or nonprofit entity and have an opportunity
28 to exercise such rights under this subsection, which may include a
29 stay of judgment and provision by the landlord of documentation
30 necessary for processing the assistance. The landlord shall accept
31 any pledge of emergency rental assistance funds provided to the
32 tenant from a governmental or nonprofit entity before the expiration
33 of the fourteen-day pay or vacate notice under RCW 59.12.030(3) for
34 any amount of the rent owing under the rental agreement. If a
35 judgment has been satisfied, the landlord shall file a satisfaction
36 of judgment with the court. A tenant seeking to exercise rights under
37 this subsection shall pay an additional fifty dollars for each time
38 the tenant was reinstated after judgment pursuant to this subsection
39 within the previous twelve months prior to payment. If payment of the
40 amount specified in this subsection is not made within five court

1 days after the entry of the judgment, the judgment may be enforced
2 for its full amount and for the possession of the premises.

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

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

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

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

18 (iv) The tenant's payment history;

19 (v) Whether the tenant is otherwise in substantial compliance
20 with the rental agreement;

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

22 (vii) Conduct related to other notices served within the last six
23 months.

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

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

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

38 (ii) Within any payment plan ordered by the court, the court
39 shall require the tenant to pay to the landlord or to the court one
40 month's rent within five court days of issuance of the order. If the

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

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

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

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

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

39 NAME(S)

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

6 DATE
7 AMOUNT
8 DATE
9 AMOUNT
10 DATE
11 AMOUNT

12 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE
13 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL
14 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR
15 PAYMENT PLAN IN THE AMOUNT OF \$.
16 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL
17 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY
18 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT
19 YOU ARE RENTING.

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

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

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

34 ~~(d) ((A tenant who has been served with three or more notices to~~
35 ~~pay or vacate for failure to pay rent as set forth in RCW 59.12.040~~
36 ~~within twelve months prior to the notice to pay or vacate upon which~~
37 ~~the proceeding is based may not seek relief under this subsection~~
38 ~~(3)).~~

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

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

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

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

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

39 (4) If a tenant seeks to stay a writ of restitution issued
40 pursuant to this chapter, the court may issue an ex parte stay of the

1 writ of restitution provided the tenant or tenant's attorney submits
2 a declaration indicating good faith efforts were made to notify the
3 other party or, if no efforts were made, why notice could not be
4 provided prior to the application for an ex parte stay, and
5 describing the immediate or irreparable harm that may result if an
6 immediate stay is not granted. The court may require service of the
7 order and motion to stay the writ of restitution by personal
8 delivery, mail, facsimile, or other means most likely to afford the
9 tenant notice of the court date.

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

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

16 **Sec. 5.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to
17 read as follows:

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

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

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

27 (a) Agrees to waive or to forgo rights or remedies under this
28 chapter; or

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

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

33 (d) Agrees to the exculpation or limitation of any liability of
34 the landlord arising under law or to indemnify the landlord for that
35 liability or the costs connected therewith; or

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

38 (3) A provision prohibited by subsection (2) of this section
39 included in a rental agreement is unenforceable. If a landlord

1 deliberately uses a rental agreement containing provisions known by
2 him or her to be prohibited, the tenant may recover actual damages
3 sustained by him or her, statutory damages not to exceed five hundred
4 dollars, costs of suit, and reasonable attorneys' fees.

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

20 In any action, including actions pursuant to chapters 7.64 or
21 12.28 RCW, brought by a tenant or other person to recover possession
22 of his or her personal property taken or detained by a landlord in
23 violation of this section, the court, upon motion and after notice to
24 the opposing parties, may waive or reduce any bond requirements where
25 it appears to be to the satisfaction of the court that the moving
26 party is proceeding in good faith and has, prima facie, a meritorious
27 claim for immediate delivery or redelivery of said property.

28 **Sec. 6.** RCW 59.18.290 and 2019 c 356 s 10 are each amended to
29 read as follows:

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

37 (2) It is unlawful for the tenant to hold over in the premises or
38 exclude the landlord therefrom after the termination of the rental
39 agreement except under a valid court order so authorizing. Any

1 landlord so deprived of possession of premises in violation of this
2 section may recover possession of the property and damages sustained
3 by him or her, and the prevailing party may recover his or her costs
4 of suit or arbitration and reasonable attorneys' fees subject to
5 subsections (3) and (4) of this section.

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

10 (a) If the judgment for possession is entered after the tenant
11 failed to respond to a pleading or other notice requiring a response
12 authorized under this chapter or appear in person at a subsequent
13 hearing; or

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

17 (4) If a tenant has filed a motion to stay a writ of restitution
18 from execution, the court may only award attorneys' fees to the
19 landlord if the tenant is permitted to be reinstated. Any attorneys'
20 fees awarded shall be subject to repayment pursuant to RCW
21 59.18.410(3).

22 **Sec. 7.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
23 read as follows:

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

34 (2) The tenant may propose that the date rent is due in the
35 rental agreement be altered to a different due date of the month. The
36 landlord shall agree to such a proposal if it is submitted in writing
37 and the tenant can demonstrate that his or her primary source of
38 income is a regular, monthly source of governmental assistance that

1 is not received until after the date rent is due in the rental
2 agreement.

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

7 ~~((3))~~ (4)(a) Except as provided in (b) of this subsection, a
8 landlord shall provide a minimum of sixty days' prior written notice
9 of an increase in the amount of rent to each affected tenant, and any
10 increase in the amount of rent may not become effective prior to the
11 completion of the term of the rental agreement.

12 (b) If the rental agreement governs a subsidized tenancy where
13 the amount of rent is based on the income of the tenant or
14 circumstances specific to the subsidized household, a landlord shall
15 provide a minimum of thirty days' prior written notice of an increase
16 in the amount of rent to each affected tenant. An increase in the
17 amount of rent may become effective upon completion of the term of
18 the rental agreement or sooner upon mutual consent.

19 **Sec. 8.** RCW 43.31.605 and 2019 c 356 s 12 are each amended to
20 read as follows:

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

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

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

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

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

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

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

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

23 (ii) The form must include: (A) Space for the landlord and tenant
24 to provide names, mailing addresses, phone numbers, date of birth for
25 the tenant, and any other identifying information necessary for the
26 department to process payment; (B) the landlord's statewide vendor
27 identification number and how to obtain one; (C) name and address to
28 whom payment must be made; (D) the amount of the judgment with
29 instructions to include any other supporting documentation the
30 department may need to process payment; (E) instructions for how the
31 tenant is to reimburse the department under (c)(iii) of this
32 subsection; (F) a description of the consequences if the tenant does
33 not reimburse the department as provided in this subsection (1)(c);
34 (G) a signature line for the landlord and tenant to confirm that they
35 have read and understood the contents of the form and program; and
36 (H) any other information necessary for the operation of the program.
37 If the tenant has not signed the form after the landlord has made
38 good faith efforts to obtain the tenant's signature, the landlord may
39 solely submit the form but must attest to the amount of money owed
40 and sign the form under penalty of perjury.

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

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

16 (v) With any disbursement from the account to the landlord, the
17 department shall notify the tenant at the address provided within the
18 application that a disbursement has been made to the landlord on the
19 tenant's behalf and that failure to reimburse the account for the
20 payment through the court registry may result in a denial of a future
21 application to the account pursuant to this subsection (1)(c). The
22 department may include any other additional information about how to
23 reimburse the account it deems necessary to fully inform the tenant.

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

27 (vii) If at any time funds do not exist in the landlord
28 mitigation program account to reimburse claims submitted under this
29 subsection (1)(c), the department must create and maintain a waitlist
30 and distribute funds in the order the claims are received pursuant to
31 subsection (6) of this section. Payment of any claims on the waitlist
32 shall be made only from the landlord mitigation program account. The
33 department shall not be civilly or criminally liable and may not have
34 any penalty or cause of action of any nature arise against it
35 regarding the provision or lack of provision of funds for
36 reimbursement.

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

1 (a) Have ensured that the rental property was inspected at the
2 commencement of the tenancy by both the tenant and the landlord or
3 landlord's agent and that a detailed written move-in property
4 inspection report, as required in RCW 59.18.260, was prepared and
5 signed by both the tenant and the landlord or landlord's agent;

6 (b) Make repairs and then apply for reimbursement to the
7 department;

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

10 (d) Submit to the department copies of the move-in property
11 inspection report specified in (a) of this subsection and supporting
12 materials including, but not limited to, before repair and after
13 repair photographs, videos, copies of repair receipts for labor and
14 materials, and such other documentation or information as the
15 department may request.

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

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

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

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

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

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

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

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

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

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

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

26 (12) Neither the state, the department, or persons acting on
27 behalf of the department, while acting within the scope of their
28 employment or agency, is liable to any person for any loss, damage,
29 harm, or other consequence resulting directly or indirectly from the
30 department's administration of the landlord mitigation program or
31 determinations under this section.

32 (13)(a) A report to the appropriate committees of the legislature
33 on the effectiveness of the program and recommended modifications
34 shall be submitted to the governor and the appropriate committees of
35 the legislature by January 1, 2021. In preparing the report, the
36 department shall convene and solicit input from a group of
37 stakeholders to include representatives of large multifamily housing
38 property owners or managers, small rental housing owners in both
39 rural and urban markets, a representative of tenant advocates, and a
40 representative of the housing authorities.

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

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

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

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

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

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

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

18 (vii) Any other modifications and recommendations made by
19 stakeholders to improve the effectiveness and applicability of the
20 program.

21 (14) As used in this section:

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

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

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

37 NEW SECTION. **Sec. 9.** Sections 4 through 8 of this act are
38 necessary for the immediate preservation of the public peace, health,

1 or safety, or support of the state government and its existing public
2 institutions, and take effect immediately.

--- **END** ---