

E2SSB 5160 - H COMM AMD

By Committee on Housing, Human Services & Veterans

ADOPTED AND ENGROSSED 04/08/2021

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

3 "NEW SECTION. **Sec. 1.** The legislature finds that the COVID-19
4 pandemic is causing a sustained global economic slowdown, and an
5 economic downturn throughout Washington state with unprecedented
6 numbers of layoffs and reduced work hours for a significant
7 percentage of our workforce. Many of the state's workforce has been
8 impacted by these layoffs and substantially reduced work hours and
9 have suffered economic hardship, disproportionately affecting low and
10 moderate-income workers resulting in lost wages and the inability to
11 pay for basic household expenses, including rent. Hundreds of
12 thousands of tenants in Washington are unable to consistently pay
13 their rent, reflecting the continued financial precariousness of many
14 renters in the state. Before the COVID-19 pandemic, nonpayment of
15 rent was the leading cause of evictions within the state. Because the
16 COVID-19 pandemic has led to an inability for tenants to consistently
17 pay rent, the likelihood of evictions has increased, as well as life,
18 health, and safety risks to a significant percentage of the state's
19 tenants. As a result, the governor has issued a temporary moratorium
20 on evictions as of March 2020, with multiple extensions and other
21 related actions, to reduce housing instability and enable tenants to
22 stay in their homes.

23 Therefore, it is the intent of the legislature with this act to
24 increase tenant protections during the public health emergency,
25 provide legal representation for qualifying tenants in eviction
26 cases, establish an eviction resolution pilot program to address
27 nonpayment of rent eviction cases before any court filing, and ensure
28 tenants and landlords have adequate opportunities to access state and
29 local rental assistance programs to reimburse landlords for unpaid
30 rent and preserve tenancies.

1 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18

2 RCW to read as follows:

3 The definitions in this section apply to sections 3 and 4 of this
4 act unless the context clearly requires otherwise.

5 (1) " Dwelling unit " has the same meaning as defined in RCW
6 59.18.030, and includes a manufactured/mobile home or a mobile home
7 lot as defined in RCW 59.20.030.

8 (2) " Eviction moratorium " refers to the governor of the state of
9 Washington's proclamation 20-19.6, proclaiming a moratorium on
10 certain evictions for all counties throughout Washington state on
11 March 18, 2021.

12 (3) " Landlord " has the same meaning as defined in RCW 59.18.030
13 and 59.20.030.

14 (4) " Prospective landlord " has the same meaning as defined in RCW
15 59.18.030.

16 (5) " Public health emergency " refers to the governor of the state
17 of Washington's proclamation 20-05, proclaiming a state of emergency
18 for all counties throughout Washington state on February 29, 2020,
19 and any subsequent orders extending or amending such proclamation due
20 to COVID-19 until the proclamation expires or is terminated by the
21 governor of the state of Washington.

22 (6) " Rent " has the same meaning as defined in RCW 59.18.030.

23 (7) " Tenant " refers to any individual renting a dwelling unit or
24 lot primarily for living purposes, including any individual with a
25 tenancy subject to this chapter or chapter 59.20 RCW or any
26 individual residing in transient lodging, such as a hotel or motel or
27 camping area as their primary dwelling, for 30 days or more prior to
28 March 1, 2020. " Tenant " does not include any individual residing in a
29 hotel or motel or camping area as their primary dwelling for more
30 than 30 days after March 1, 2020, if the hotel or motel or camping
31 area has provided the individual with a seven-day eviction notice,
32 which must include the following language: " For no-cost legal
33 assistance, please call 2-1-1 or the Northwest Justice Project CLEAR
34 Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m.
35 - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You
36 may find additional resource information at [http://](http://www.washingtonlawhelp.org)
37 www.washingtonlawhelp.org. " " Tenant " also does not include occupants
38 of homeless mitigation sites or a person entering onto land without
39 permission of the landowner or lessor. For purposes of this
40 subsection, any local government provision of solid waste or hygiene

1 services to unsanctioned encampments does not constitute permission
2 to occupy land.

3 **TENANT PROTECTIONS**

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

6 (1) A landlord may not charge or impose any late fees or other
7 charges against any tenant for the nonpayment of rent that became due
8 between March 1, 2020, and six months following the expiration of the
9 eviction moratorium.

10 (2) For rent that accrued between March 1, 2020, and the six
11 months following the expiration of the eviction moratorium expiration
12 date:

13 (a) A landlord may not report to a prospective landlord:

14 (i) A tenant's nonpayment of rent that accrued between March 1,
15 2020, and the six months following the expiration of the eviction
16 moratorium; or

17 (ii) An unlawful detainer action pursuant to RCW 59.12.030(3)
18 that resulted from a tenant's nonpayment of rent between March 1,
19 2020, and the six months following the expiration of the eviction
20 moratorium.

21 (b) A prospective landlord may not take an adverse action based
22 on a prospective tenant's nonpayment of rent that occurred between
23 March 1, 2020, and the six months following the expiration of the
24 eviction moratorium.

25 (3)(a) A landlord or prospective landlord may not deny,
26 discourage application for, or otherwise make unavailable any rental
27 dwelling unit based on a tenant's or prospective tenant's medical
28 history including, but not limited to, the tenant's or prospective
29 tenant's prior or current exposure or infection to the COVID-19
30 virus.

31 (b) A landlord or prospective landlord may not inquire about,
32 consider, or require disclosure of a tenant's or prospective tenant's
33 medical records or history, unless such disclosure is necessary to
34 evaluate a reasonable accommodation request or reasonable
35 modification request under RCW 49.60.222.

36 (4) A landlord or prospective landlord in violation of this
37 section is liable in a civil action for up to two and one-half times
38 the monthly rent of the real property at issue, as well as court

1 costs and reasonable attorneys' fees. A court must impose this
2 penalty in an amount necessary to deter future violations, payable to
3 the tenant bringing the action.

4 **REPAYMENT PLANS**

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

7 (1) The eviction moratorium instituted by the governor of the
8 state of Washington's proclamation 20-19.6 shall end on June 30,
9 2021.

10 (2) If a tenant has remaining unpaid rent that accrued between
11 March 1, 2020, and six months following the expiration of the
12 eviction moratorium or the end of the public health emergency,
13 whichever is greater, the landlord must offer the tenant a reasonable
14 schedule for repayment of the unpaid rent that does not exceed
15 monthly payments equal to one-third of the monthly rental charges
16 during the period of accrued debt. If a tenant fails to accept the
17 terms of a reasonable repayment plan within 14 days of the landlord's
18 offer, the landlord may proceed with an unlawful detainer action as
19 set forth in RCW 59.12.030(3) but subject to any requirements under
20 the eviction resolution pilot program established under section 7 of
21 this act. If the tenant defaults on any rent owed under a repayment
22 plan, the landlord may apply for reimbursement from the landlord
23 mitigation program as authorized under RCW 43.31.605(1)(d) or proceed
24 with an unlawful detainer action as set forth in RCW 59.12.030(3) but
25 subject to any requirements under the eviction resolution pilot
26 program established under section 7 of this act. The court must
27 consider the tenant's circumstances, including decreased income or
28 increased expenses due to COVID-19, and the repayment plan terms
29 offered during any unlawful detainer proceeding.

30 (3) Any repayment plan entered into under this section must:

31 (a) Not require payment until 30 days after the repayment plan is
32 offered to the tenant;

33 (b) Cover rent only and not any late fees, attorneys' fees, or
34 any other fees and charges;

35 (c) Allow for payments from any source of income as defined in
36 RCW 59.18.255(5) or from pledges by nonprofit organizations,
37 churches, religious institutions, or governmental entities; and

1 (d) Not include provisions or be conditioned on: The tenant's
2 compliance with the rental agreement, payment of attorneys' fees,
3 court costs, or other costs related to litigation if the tenant
4 defaults on the rental agreement; a requirement that the tenant apply
5 for governmental benefits or provide proof of receipt of governmental
6 benefits; or the tenant's waiver of any rights to a notice under RCW
7 59.12.030 or related provisions before a writ of restitution is
8 issued.

9 (4) It is a defense to an eviction under RCW 59.12.030(3) that a
10 landlord did not offer a repayment plan in conformity with this
11 section.

12 (5) To the extent available funds exist for rental assistance
13 from a federal, state, local, private, or nonprofit program, the
14 tenant or landlord may continue to seek rental assistance to reduce
15 and/or eliminate the unpaid rent balance.

16 **Sec. 5.** RCW 43.31.605 and 2020 c 315 s 8 and 2020 c 169 s 2 are
17 each reenacted and amended to read as follows:

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

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

26 (i) Up to one thousand dollars for improvements identified in RCW
27 59.18.255(1)(a). In order to be eligible for reimbursement under this
28 subsection (1)(b)(i), the landlord must pay for the first five
29 hundred dollars for improvements, and rent to the tenant whose
30 housing subsidy program was conditioned on the real property passing
31 inspection. Reimbursement under this subsection (1)(b)(i) may also
32 include up to fourteen days of lost rental income from the date of
33 offer of housing to the applicant whose housing subsidy program was
34 conditioned on the real property passing inspection until move in by
35 that applicant;

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

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

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

5 (c) Claims related to landlord mitigation for an unpaid judgment
6 for rent, unpaid judgments resulting from the tenant's failure to
7 comply with an installment payment agreement identified in RCW
8 59.18.610, late fees, attorneys' fees, and costs after a court order
9 pursuant to RCW 59.18.410(3), including any unpaid portion of the
10 judgment after the tenant defaults on the payment plan pursuant to
11 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord
12 mitigation program account and are exempt from any postjudgment
13 interest required under RCW 4.56.110. Any claim for reimbursement
14 made pursuant to RCW 59.18.410(3)(e)(ii) must be accompanied by a
15 court order staying the writ of restitution pursuant to RCW
16 59.18.410(3). Any claim for reimbursement under this subsection
17 (1)(c) is not an entitlement.

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

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

39 (iii) When a landlord has been reimbursed pursuant to this
40 subsection (1)(c), the tenant for whom payment was made shall

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

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

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

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

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

35 (d) (i) Claims related to landlord mitigation for:

36 (A) Up to \$15,000 in unpaid rent that accrued between March 1,
37 2020, and six months following the expiration of the eviction
38 moratorium and the tenant being low-income, limited resourced or
39 experiencing hardship, voluntarily vacated or abandoned the tenancy;
40 or

1 (B) Up to \$15,000 in remaining unpaid rent if a tenant defaults
2 on a repayment plan entered into under section 4 of this act are
3 eligible for reimbursement from the landlord mitigation program
4 account subject to the program requirements under this section,
5 provided the tenancy has not been terminated at the time of
6 reimbursement.

7 (ii) A landlord is ineligible for reimbursement under this
8 subsection (1)(d) where the tenant vacated the tenancy because of an
9 unlawful detainer action under RCW 59.12.030(3).

10 (iii) A landlord in receipt of reimbursement from the program
11 pursuant to this subsection (1)(d) is prohibited from:

12 (A) Taking legal action against the tenant for damages or any
13 remaining unpaid rent accrued between March 1, 2020, and six months
14 following the expiration of the eviction moratorium attributable to
15 the same tenancy; or

16 (B) Pursuing collection, or authorizing another entity to pursue
17 collection on the landlord's behalf, of a judgment against the tenant
18 for damages or any remaining unpaid rent accrued between March 1,
19 2020, and six months following the expiration of the eviction
20 moratorium attributable to the same tenancy.

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

24 (a) Have ensured that the rental property was inspected at the
25 commencement of the tenancy by both the tenant and the landlord or
26 landlord's agent and that a detailed written move-in property
27 inspection report, as required in RCW 59.18.260, was prepared and
28 signed by both the tenant and the landlord or landlord's agent;

29 (b) Make repairs and then apply for reimbursement to the
30 department;

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

33 (d) Submit to the department copies of the move-in property
34 inspection report specified in (a) of this subsection and supporting
35 materials including, but not limited to, before repair and after
36 repair photographs, videos, copies of repair receipts for labor and
37 materials, and such other documentation or information as the
38 department may request.

39 (3) The department shall make reasonable efforts to review a
40 claim within ten business days from the date it received properly

1 submitted and complete claims to the satisfaction of the department.
2 In reviewing a claim pursuant to subsection (1)(b) of this section,
3 and determining eligibility for reimbursement, the department must
4 receive documentation, acceptable to the department in its sole
5 discretion, that the claim involves a private market rental unit
6 rented to a low-income tenant who is using a housing subsidy program.

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

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

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

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

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

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

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

35 (9) A landlord denied reimbursement under subsection (1)(b)(iii)
36 of this section may seek to obtain a judgment from a court of
37 competent jurisdiction and, if successful, may resubmit a claim for
38 damages supported by the judgment, along with a certified copy of the
39 judgment. The department may reimburse the landlord for that portion
40 of such judgment that is based on damages reimbursable under the

1 landlord mitigation program, subject to the limitations set forth in
2 this section.

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

5 (11) The department must establish a website that advertises the
6 landlord mitigation program, the availability of reimbursement from
7 the landlord mitigation program account, and maintains or links to
8 the agency rules and policies established pursuant to this section.

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

15 (13)(a) A report to the appropriate committees of the legislature
16 on the effectiveness of the program and recommended modifications
17 shall be submitted to the governor and the appropriate committees of
18 the legislature by January 1, 2021. In preparing the report, the
19 department shall convene and solicit input from a group of
20 stakeholders to include representatives of large multifamily housing
21 property owners or managers, small rental housing owners in both
22 rural and urban markets, a representative of tenant advocates, and a
23 representative of the housing authorities.

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

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

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

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

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

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

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

1 (vii) Any other modifications and recommendations made by
2 stakeholders to improve the effectiveness and applicability of the
3 program.

4 (14) As used in this section:

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

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

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

20 **Sec. 6.** RCW 43.31.615 and 2019 c 356 s 13 are each amended to
21 read as follows:

22 (1) The landlord mitigation program account is created in the
23 custody of the state treasury. All transfers and appropriations by
24 the legislature, repayments, private contributions, and all other
25 sources must be deposited into the account. Expenditures from the
26 account may only be used for the landlord mitigation program under
27 this chapter to reimburse landlords for eligible claims related to
28 private market rental units during the time of their rental to low-
29 income tenants using housing subsidy programs as defined in RCW
30 43.31.605, for any unpaid judgment issued within an unlawful detainer
31 action after a court order pursuant to RCW 59.18.410(3) as described
32 in RCW 43.31.605(1)(c), for any unpaid rent as described in RCW
33 43.31.605(1)(d), and for the administrative costs identified in
34 subsection (2) of this section. Only the director or the director's
35 designee may authorize expenditures from the account. The account is
36 subject to allotment procedures under chapter 43.88 RCW, but an
37 appropriation is not required for expenditures.

38 (2) Administrative costs associated with application,
39 distribution, and other program activities of the department may not

1 exceed twenty percent of the annual funds available for the landlord
2 mitigation program. Reappropriations must not be included in the
3 calculation of the annual funds available for determining the
4 administrative costs.

5 (3) Funds deposited into the landlord mitigation program account
6 shall be prioritized by the department for allowable costs under RCW
7 43.31.605(1)(b), and may only be used for other allowable costs when
8 funding available in the account exceeds the amount needed to pay
9 claims under RCW 43.31.605(1)(b).

10 **EVICTION RESOLUTION PILOT PROGRAM**

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

13 (1) Subject to the availability of amounts appropriated for this
14 specific purpose, the administrative office of the courts shall
15 contract with dispute resolution centers as described under chapter
16 7.75 RCW within or serving each county to establish a court-based
17 eviction resolution pilot program operated in accordance with
18 Washington supreme court order no. 25700-B-639 and any standing
19 judicial order of the individual superior court.

20 (2) The eviction resolution pilot program must be used to
21 facilitate the resolution of nonpayment of rent cases between a
22 landlord and tenant before the landlord files an unlawful detainer
23 action.

24 (3) Prior to filing an unlawful detainer action for nonpayment of
25 rent, the landlord must provide a notice as required under RCW
26 59.12.030(3) and an additional notice to the tenant informing them of
27 the eviction resolution pilot program. The landlord must retain proof
28 of service or mailing of the additional notice. The additional notice
29 to the tenant must provide at least the following information
30 regarding the eviction resolution pilot program:

31 (a) Contact information for the local dispute resolution center;

32 (b) Contact information for the county's housing justice project
33 or, if none, a statewide organization providing housing advocacy
34 services for low-income residents;

35 (c) The following statement: "The Washington state office of the
36 attorney general has this notice in multiple languages on its
37 website. You will also find information there on how to find a lawyer
38 or advocate at low or no cost and any available resources to help you

1 pay your rent. Alternatively, you may find additional information to
2 help you at <http://www.washingtonlawhelp.org>;

3 (d) The name and contact information of the landlord, the
4 landlord's attorney, if any, and the tenant; and

5 (e) The following statement: "Failure to respond to this notice
6 within 14 days may result in the filing of a summons and complaint
7 for an unlawful detainer action with the court."

8 (4) At the time of service or mailing of the pay or vacate notice
9 and additional notice to the tenant, a landlord must also send copies
10 of these notices to the local dispute resolution center serving the
11 area where the property is located.

12 (5) A landlord must secure a certification of participation with
13 the eviction resolution program by the appropriate dispute resolution
14 center before an unlawful detainer action for nonpayment of rent may
15 be heard by the court.

16 (6) The administrative office of the courts may also establish
17 and produce any other notice forms and requirements as necessary to
18 implement the eviction resolution pilot program.

19 (7) Any superior court, in collaboration with the dispute
20 resolution center that is located within or serving the same county,
21 participating in the eviction resolution pilot program must report
22 annually to the administrative office of the courts beginning January
23 1, 2022, until January 1, 2023, on the following:

24 (a) The number of unlawful detainer actions for nonpayment of
25 rent that were subject to program requirements;

26 (b) The number of referrals made to dispute resolution centers;

27 (c) The number of nonpayment of rent cases resolved by the
28 program;

29 (d) How many instances the tenant had legal representation either
30 at the conciliation stage or formal mediation stage;

31 (e) The number of certifications issued by dispute resolution
32 centers and filed by landlords with the court; and

33 (f) Any other information that relates to the efficacy of the
34 pilot program.

35 (8) By July 1, 2022, until July 1, 2023, the administrative
36 office of the courts must provide a report to the legislature
37 summarizing the report data shared by the superior courts and dispute
38 resolution centers under subsection (7) of this section.

39 (9) This section expires July 1, 2023.

1 **RIGHT TO COUNSEL**

2 NEW SECTION. **Sec. 8.** A new section is added to chapter 59.18
3 RCW to read as follows:

4 (1) Subject to the availability of amounts appropriated for this
5 specific purpose, the court must appoint an attorney for an indigent
6 tenant in an unlawful detainer proceeding under this chapter and
7 chapters 59.12 and 59.20 RCW. The office of civil legal aid is
8 responsible for implementation of this subsection as provided in
9 section 9 of this act, and the state shall pay the costs of legal
10 services provided by an attorney appointed pursuant to this
11 subsection. In implementing this section, the office of civil legal
12 aid shall assign priority to providing legal representation to
13 indigent tenants in those counties in which the most evictions occur
14 and to indigent tenants who are disproportionately at risk of
15 eviction.

16 (2) For purposes of this section, "indigent" means any person
17 who, at any stage of a court proceeding, is:

18 (a) Receiving one of the following types of public assistance:
19 Temporary assistance for needy families, aged, blind, or disabled
20 assistance benefits, medical care services under RCW 74.09.035,
21 pregnant women assistance benefits, poverty-related veterans'
22 benefits, food stamps or food stamp benefits transferred
23 electronically, refugee resettlement benefits, medicaid, or
24 supplemental security income; or

25 (b) Receiving an annual income, after taxes, of 200 percent or
26 less of the current federally established poverty level.

27 NEW SECTION. **Sec. 9.** A new section is added to chapter 2.53 RCW
28 to read as follows:

29 (1) Moneys appropriated by the legislature for legal services
30 provided by an attorney appointed pursuant to section 8 of this act
31 must be administered by the office of civil legal aid established
32 under RCW 2.53.020. The office of civil legal aid must enter into
33 contracts with attorneys and agencies for the provision of legal
34 services under section 8 of this act to remain within appropriated
35 amounts.

36 (2) The legislature recognizes that the office of civil legal aid
37 needs time to properly implement the right to attorney legal
38 representation for indigent tenants under and consistent with section

1 8 of this act. Within 90 days after the effective date of this
2 section, the office of civil legal aid must submit to the appropriate
3 legislative committees a plan to fully implement the tenant
4 representation program under and consistent with section 8 of this
5 act within 12 months of the effective date of this section.

6 **Sec. 10.** RCW 59.18.057 and 2020 c 315 s 2 are each amended to
7 read as follows:

8 (1) Every ((~~fourteen-day~~)) 14-day notice served pursuant to RCW
9 59.12.030(3) must be in substantially the following form:

10 "TO:
11 _____
12 AND TO:
13 _____
14 ADDRESS:
15 _____

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

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

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

19 **AND/OR**

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

21 **AND/OR**

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

24 **TOTAL AMOUNT DUE: \$ (dollar amount)**

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

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

35 **The Washington state Office of the Attorney General has this**
36 **notice in multiple languages as well as information on available**
37 **resources to help you pay your rent, including state and local rental**

1 assistance programs, on its website at [5 Alternatively, for no-cost legal assistance for low-income
6 renters\)\) State law provides you the right to legal representation
7 and the court may be able to appoint a lawyer to represent you
8 without cost to you if you are a qualifying low-income renter. If you
9 believe you are a qualifying low-income renter and would like an
10 attorney appointed to represent you, please contact the Eviction
11 Defense Screening Line at 855-657-8387 or apply online at \[https://\]\(https://nwjustice.org/apply-online\)
12 \[nwjustice.org/apply-online\]\(https://nwjustice.org/apply-online\). For additional resources, call 2-1-1 or
13 the Northwest Justice Project CLEAR Hotline outside King County \(888\)
14 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or \(888\) 387-7111
15 for seniors \(age 60 and over\). You may find additional information to
16 help you at <http://www.washingtonlawhelp.org>. Free or low-cost
17 mediation services to assist in nonpayment of rent disputes before
18 any judicial proceedings occur are also available at dispute
19 resolution centers throughout the state. You can find your nearest
20 dispute resolution center at <https://www.resolutionwa.org>.](http://www.atg.wa.gov/landlord-</u>
2 <u>tenant. ((You will also find information there on how to find a</u>
3 <u>lawyer or advocate at low or no cost and any available resources to</u>
4 <u>help you pay your rent.</u></p></div><div data-bbox=)

21 State law also provides you the right to receive interpreter
22 services at court.

23
24 OWNER/LANDLORD: _____ DATE: _____

25
26 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ___ (owner/landlord name) ___
27 _____ (address) _____"

28 (2) Upon expiration of the eviction resolution pilot program
29 established under section 7 of this act:

30 (a) The landlord must also provide the notice required in this
31 section to the dispute resolution center located within or serving
32 the county in which the dwelling unit is located. It is a defense to
33 an eviction under RCW 59.12.030 that a landlord did not provide
34 additional notice under this subsection.

35 (b) Dispute resolution centers are encouraged to notify the
36 housing justice project or northwest justice project located within
37 or serving the county in which the dispute resolution center is

1 located, as appropriate, once notice is received from the landlord
2 under this subsection.

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

6 **Sec. 11.** RCW 59.18.365 and 2020 c 315 s 4 are each amended to
7 read as follows:

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

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

20 (a) By delivering a copy of the answer or notice of appearance to
21 the person who signed the summons at the street address listed on the
22 summons;

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

26 (c) By facsimile to the facsimile number listed on the summons.
27 Service by facsimile is complete upon successful transmission to the
28 facsimile number listed upon the summons;

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

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

32 IN THE SUPERIOR COURT OF THE
33 STATE OF WASHINGTON
34 IN AND
35 FOR COUNTY

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Plaintiff/ } NO.
Landlord/ }
Owner, }
}

vs. EVICTION SUMMONS
(Residential)

Defendant/
Tenant/
Occupant.

THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

YOUR **WRITTEN**

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

TO: (Defendant's Name)

. (Defendant's Address)

GET HELP: If you do not respond by the deadline above, you will lose your right to defend yourself or be represented by a lawyer if you cannot afford one in court and could be evicted. (~~If you cannot afford a lawyer~~) The court may be able to appoint a lawyer to represent you without cost to you if you are low-income and are unable to afford a lawyer. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at <https://nwjustice.org/apply-online>. For additional resources, you may call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). (~~They can refer you to free or low-cost legal help.~~) You may find additional information to help you at <http://www.washingtonlawhelp.org>. Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at <https://www.resolutionwa.org>.

1 (b) Rental assistance provided through the emergency solutions
2 grant program; and

3 (c) Any rental assistance program funded through receipt of any
4 federal COVID-19 relief funds.

5 (2) Until March 31, 2022, the department must provide rental
6 assistance directly to a landlord on behalf of an indigent tenant who
7 is unable to:

8 (a) Access an eviction resolution pilot program, as described in
9 section 7 of this act, because such a program is either not available
10 in the region in which the property is located or the regional
11 program is not accepting new claims; or

12 (b) Obtain legal representation as described in section 8 of this
13 act.

14 (3) For the purposes of this section, "indigent" has the same
15 meaning as section 8(2) of this act.

16 NEW SECTION. **Sec. 13.** The sum of \$7,500,000 for the fiscal
17 biennium ending June 30, 2023, is appropriated from the coronavirus
18 state fiscal recovery fund created in Engrossed Substitute Senate
19 Bill No. 5092 (operating budget) to the department of commerce for
20 the purposes of a landlord grant assistance program to provide grants
21 to eligible landlords for rent that was not paid during the eviction
22 moratorium pursuant to the governor's proclamation 20-19.6. The
23 department shall have such rule-making authority as the department
24 deems necessary to administer the program.

25 (1) To be eligible for a grant under this section, a landlord
26 must:

27 (a) Apply for a grant or have a property manager or property
28 management company apply for a grant on behalf of a landlord;

29 (b) Be the sole investor in the property from which they are
30 seeking rental arrears;

31 (c) Be the owner of no more than 10 dwelling units from which
32 they receive rental payments; and

33 (d) Provide proof of ownership of the property and a statement
34 certified under penalty of perjury of the amount of rent due during
35 the eviction moratorium that the landlord was not paid by the tenant,
36 through funds acquired through an emergency rental assistance program
37 provided by a governmental or nonprofit entity, through the state
38 landlord mitigation program defined in RCW 43.31.605, or through any
39 other means that would reasonably be considered payment of rent due.

1 (2) Eligible landlords may receive a grant of up to 80 percent of
2 the total amount of rent in arrears.

3 (3) The department will disburse funds to eligible landlords
4 within 60 days of submission of the application. Eligibility for a
5 grant under this section does not constitute an entitlement for
6 payment. If eligible applications for grants exceed the funds
7 appropriated in this section, the department must create and maintain
8 a waitlist in the order the applications are received pursuant to
9 this section. The department shall not be civilly or criminally
10 liable and may not have any penalty or cause of action of any nature
11 arise against it regarding the provision or lack of provision of
12 funds.

13 (4) The department shall provide a report to the appropriate
14 committees of the legislature by September 30, 2023, which shall
15 include the number of eligible applicants who received grants and the
16 total funds provided to such applicants, the number of eligible
17 applicants on the waitlist who did not receive grants and the total
18 amount of grants unpaid due to lack of funds, and the number of
19 ineligible applicants and the reasons for ineligibility.

20 (5) A landlord who receives a grant under this section is
21 prohibited from:

22 (a) Taking any legal action against the tenant for unpaid rent or
23 damages attributable to the same tenancy; or

24 (b) Pursuing collection, or authorizing another entity to pursue
25 collection on the landlord's behalf, against the tenant for unpaid
26 rent or damages attributable to the same tenancy.

27 (6) This section expires December 31, 2024.

28 **OTHER TENANT PROTECTIONS**

29 **Sec. 14.** RCW 59.12.040 and 2010 c 8 s 19007 are each amended to
30 read as follows:

31 Any notice provided for in this chapter shall be served either
32 (1) by delivering a copy personally to the person entitled thereto;
33 or (2) if he or she be absent from the premises unlawfully held, by
34 leaving there a copy, with some person of suitable age and
35 discretion, and sending a copy through the mail addressed to the
36 person entitled thereto at his or her place of residence; or (3) if
37 the person to be notified be a tenant, or an unlawful holder of
38 premises, and his or her place of residence is not known, or if a

1 person of suitable age and discretion there cannot be found then by
2 affixing a copy of the notice in a conspicuous place on the premises
3 unlawfully held, and also delivering a copy to a person there
4 residing, if such a person can be found, and also sending a copy
5 through the mail addressed to the tenant, or unlawful occupant, at
6 the place where the premises unlawfully held are situated. Service
7 upon a subtenant may be made in the same manner: PROVIDED, That in
8 cases where the tenant or unlawful occupant, shall be conducting a
9 hotel, inn, lodging house, boarding house, or shall be renting rooms
10 while still retaining control of the premises as a whole, that the
11 guests, lodgers, boarders, or persons renting such rooms shall not be
12 considered as subtenants within the meaning of this chapter, but all
13 such persons may be served by affixing a copy of the notice to be
14 served in two conspicuous places upon the premises unlawfully held;
15 and such persons shall not be necessary parties defendant in an
16 action to recover possession of said premises. Service of any notice
17 provided for in this chapter may be had upon a corporation by
18 delivering a copy thereof to any officer, agent, or person having
19 charge of the business of such corporation, at the premises
20 unlawfully held, and in case no such officer, agent, or person can be
21 found upon such premises, then service may be had by affixing a copy
22 of such notice in a conspicuous place upon said premises and by
23 sending a copy through the mail addressed to such corporation at the
24 place where said premises are situated. Proof of any service under
25 this section may be made by the affidavit of the person making the
26 same in like manner and with like effect as the proof of service of
27 summons in civil actions. When a copy of notice is sent through the
28 mail, as provided in this section, service shall be deemed complete
29 when such copy is deposited in the United States mail in the county
30 in which the property is situated properly addressed with postage
31 prepaid: PROVIDED, HOWEVER, That when service is made by mail one
32 additional day shall be allowed before the commencement of an action
33 based upon such notice. ((RCW 59.18.375 may also apply to notice
34 given under this chapter.))

35 **Sec. 15.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are
36 each reenacted and amended to read as follows:

37 (1)(a) Any provision of a lease or other agreement, whether oral
38 or written, whereby any section or subsection of this chapter is
39 waived except as provided in RCW 59.18.360 and shall be deemed

1 against public policy and shall be unenforceable. Such
2 unenforceability shall not affect other provisions of the agreement
3 which can be given effect without them.

4 (b) Any agreement, whether oral or written, between a landlord
5 and tenant, or their representatives, and entered into pursuant to an
6 unlawful detainer action under this chapter that requires the tenant
7 to pay any amount in violation of RCW 59.18.283 or the statutory
8 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any
9 rights of the tenant under RCW 59.18.410 or any other rights afforded
10 under this chapter except as provided in RCW 59.18.360 is void and
11 unenforceable. A landlord may not threaten a tenant with eviction for
12 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

14 (a) Agrees to waive or to forgo rights or remedies under this
15 chapter; or

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

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

20 (d) Agrees to the exculpation or limitation of any liability of
21 the landlord arising under law or to indemnify the landlord for that
22 liability or the costs connected therewith; or

23 (e) And landlord have agreed to a particular arbitrator at the
24 time the rental agreement is entered into; or

25 (f) Agrees to pay late fees for rent that is paid within five
26 days following its due date. If rent is more than five days past due,
27 the landlord may charge late fees commencing from the first day after
28 the due date until paid. Nothing in this subsection prohibits a
29 landlord from serving a notice to pay or vacate at any time after the
30 rent becomes due.

31 (3) A provision prohibited by subsection (2) of this section
32 included in a rental agreement is unenforceable. If a landlord
33 deliberately uses a rental agreement containing provisions known by
34 him or her to be prohibited, the tenant may recover actual damages
35 sustained by him or her, statutory damages not to exceed (~~five~~
36 ~~hundred dollars~~) \$500, costs of suit, and reasonable attorneys'
37 fees.

38 (4) The common law right of the landlord of distress for rent is
39 hereby abolished for property covered by this chapter. Any provision
40 in a rental agreement creating a lien upon the personal property of

1 the tenant or authorizing a distress for rent is null and void and of
2 no force and effect. Any landlord who takes or detains the personal
3 property of a tenant without the specific written consent of the
4 tenant to such incident of taking or detention, and who, after
5 written demand by the tenant for the return of his or her personal
6 property, refuses to return the same promptly shall be liable to the
7 tenant for the value of the property retained, actual damages, and if
8 the refusal is intentional, may also be liable for damages of up to
9 ((~~five hundred dollars~~)) \$500 per day but not to exceed ((~~five~~
10 ~~thousand dollars~~)) \$5,000, for each day or part of a day that the
11 tenant is deprived of his or her property. The prevailing party may
12 recover his or her costs of suit and a reasonable attorneys' fee.

13 In any action, including actions pursuant to chapters 7.64 or
14 12.28 RCW, brought by a tenant or other person to recover possession
15 of his or her personal property taken or detained by a landlord in
16 violation of this section, the court, upon motion and after notice to
17 the opposing parties, may waive or reduce any bond requirements where
18 it appears to be to the satisfaction of the court that the moving
19 party is proceeding in good faith and has, prima facie, a meritorious
20 claim for immediate delivery or redelivery of said property.

21 **Sec. 16.** RCW 59.20.040 and 1999 c 359 s 3 are each amended to
22 read as follows:

23 This chapter shall regulate and determine legal rights, remedies,
24 and obligations arising from any rental agreement between a landlord
25 and a tenant regarding a mobile home lot and including specified
26 amenities within the mobile home park, mobile home park cooperative,
27 or mobile home park subdivision, where the tenant has no ownership
28 interest in the property or in the association which owns the
29 property, whose uses are referred to as a part of the rent structure
30 paid by the tenant. All such rental agreements shall be unenforceable
31 to the extent of any conflict with any provision of this chapter.
32 Chapter 59.12 RCW shall be applicable only in implementation of the
33 provisions of this chapter and not as an alternative remedy to this
34 chapter which shall be exclusive where applicable: PROVIDED, That the
35 provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply
36 to any rental agreement included under the provisions of this
37 chapter. RCW 59.18.055 ((~~and 59.18.370~~)), section 8 of this act,
38 59.18.365, 59.18.370, and 59.18.380 through 59.18.410 shall be
39 applicable to any action of forcible entry or detainer or unlawful

1 detainer arising from a tenancy under the provisions of this chapter,
2 except when a mobile home, manufactured home, or park model or a
3 tenancy in a mobile home lot is abandoned. Rentals of mobile homes,
4 manufactured homes, or park models themselves are governed by the
5 residential landlord-tenant act, chapter 59.18 RCW.

6 **Sec. 17.** RCW 59.18.410 and 2020 c 315 s 5 are each amended to
7 read as follows:

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

28 (2) When the tenant is liable for unlawful detainer after a
29 default in the payment of rent, execution upon the judgment shall not
30 occur until the expiration of five court days after the entry of the
31 judgment. Before entry of a judgment or until five court days have
32 expired after entry of the judgment, the tenant or any subtenant, or
33 any mortgagee of the term, or other party interested in the
34 continuance of the tenancy, may pay into court or to the landlord the
35 amount of the rent due, any court costs incurred at the time of
36 payment, late fees if such fees are due under the lease and do not
37 exceed seventy-five dollars in total, and attorneys' fees if awarded,
38 in which event any judgment entered shall be satisfied and the tenant
39 restored to his or her tenancy. If the tenant seeks to restore his or

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

36 (3) (a) Following the entry of a judgment in favor of the landlord
37 and against the tenant for the restitution of the premises and
38 forfeiture of the tenancy due to nonpayment of rent, the court, at
39 the time of the show cause hearing or trial, or upon subsequent
40 motion of the tenant but before the execution of the writ of

1 restitution, may stay the writ of restitution upon good cause and on
2 such terms that the court deems fair and just for both parties. In
3 making this decision, the court shall consider evidence of the
4 following factors:

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

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

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

11 (iv) The tenant's payment history;

12 (v) Whether the tenant is otherwise in substantial compliance
13 with the rental agreement;

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

15 (vii) Conduct related to other notices served within the last six
16 months.

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

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

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

31 (ii) Within any payment plan ordered by the court, the court
32 shall require the tenant to pay to the landlord or to the court one
33 month's rent within five court days of issuance of the order. If the
34 date of the order is on or before the fifteenth of the month, the
35 tenant shall remain current with ongoing rental payments as they
36 become due for the duration of the payment plan; if the date of the
37 order is after the fifteenth of the month, the tenant shall have the
38 option to apportion the following month's rental payment within the
39 payment plan, but monthly rental payments thereafter shall be paid
40 according to the rental agreement.

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

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

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

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

32 NAME(S)

33 ADDRESS

34 CITY, STATE, ZIP

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

38 DATE

1 AMOUNT
2 DATE
3 AMOUNT
4 DATE
5 AMOUNT

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

14 DATE
15 SIGNATURE
16 LANDLORD/AGENT
17 NAME
18 ADDRESS
19 PHONE

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

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

28 (d) A tenant who has been served with three or more notices to
29 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
30 within twelve months prior to the notice to pay or vacate upon which
31 the proceeding is based may not seek relief under this subsection
32 (3).

33 (e)(i) In any application seeking relief pursuant to this
34 subsection (3) by either the tenant or landlord, the court shall
35 issue a finding as to whether the tenant is low-income, limited
36 resourced, or experiencing hardship to determine if the parties would
37 be eligible for disbursement through the landlord mitigation program
38 account established within RCW 43.31.605(1)(c). In making this
39 finding, the court may include an inquiry regarding the tenant's

1 income relative to area median income, household composition, any
2 extenuating circumstances, or other factors, and may rely on written
3 declarations or oral testimony by the parties at the hearing.

4 (ii) After a finding that the tenant is low-income, limited
5 resourced, or experiencing hardship, the court may issue an order:

6 (A) Finding that the landlord is eligible to receive on behalf of the
7 tenant and may apply for reimbursement from the landlord mitigation
8 program; and (B) directing the clerk to remit, without further order
9 of the court, any future payments made by the tenant in order to
10 reimburse the department of commerce pursuant to RCW
11 43.31.605(1)(c)(iii). In accordance with RCW 43.31.605(1)(c), such an
12 order must be accompanied by a copy of the order staying the writ of
13 restitution. Nothing in this subsection (3)(e) shall be deemed to
14 obligate the department of commerce to provide assistance in claim
15 reimbursement through the landlord mitigation program if there are
16 not sufficient funds.

17 (iii) If the department of commerce fails to disburse payment to
18 the landlord for the judgment pursuant to this subsection (3)(e)
19 within thirty days from submission of the application, the landlord
20 may renew an application for a writ of restitution pursuant to RCW
21 59.18.370 and for other rent owed by the tenant since the time of
22 entry of the prior judgment. In such event, the tenant may exercise
23 rights afforded under this section.

24 (iv) Upon payment by the department of commerce to the landlord
25 for the remaining or total amount of the judgment, as applicable, the
26 judgment is satisfied and the landlord shall file a satisfaction of
27 judgment with the court.

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

32 (vi) For the period extending one year beyond the expiration of
33 the eviction moratorium, if a tenant demonstrates an ability to pay
34 in order to reinstate the tenancy by means of disbursement through
35 the landlord mitigation program account established within RCW
36 43.31.605(1)(c):

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

1 (B) Reimbursement on behalf of the tenant to the landlord under
2 RCW 43.31.605(1)(c) may include up to three months of prospective
3 rent to stabilize the tenancy as determined by the court.

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

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

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

21 NEW SECTION. **Sec. 18.** This act does not apply to assisted
22 living facilities licensed under chapter 18.20 RCW, to nursing homes
23 licensed under chapter 18.51 RCW, to adult family homes licensed
24 under chapter 70.128 RCW, or to continuing care retirement
25 communities registered under chapter 18.390 RCW.

26 NEW SECTION. **Sec. 19.** RCW 59.18.375 (Forcible entry or detainer
27 or unlawful detainer actions—Payment of rent into court registry—
28 Writ of restitution—Notice) and 2008 c 75 s 2, 2006 c 51 s 2, & 1983
29 c 264 s 13 are each repealed.

30 NEW SECTION. **Sec. 20.** Sections 2 through 4 of this act
31 supersede any other provisions within chapter 59.18 or 59.12 RCW, or
32 chapter 59.20 RCW as applicable, that conflict with sections 2
33 through 4 of this act.

34 NEW SECTION. **Sec. 21.** This act is necessary for the immediate
35 preservation of the public peace, health, or safety, or support of

1 the state government and its existing public institutions, and takes
2 effect immediately."

3 Correct the title.

--- **END** ---