

SENATE BILL 5576

State of Washington

67th Legislature

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By Senators Kuderer, Trudeau, Das, Hasegawa, Lovelett, Nobles, Saldaña, and C. Wilson

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1 AN ACT Relating to addressing landlord-tenant relations by
2 providing technical changes to eviction notice and summons forms and
3 modifying certain eviction processes and programs; and amending RCW
4 59.18.057, 59.18.365, 59.18.630, 59.18.640, 59.18.660, and 59.18.410.

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

6 **Sec. 1.** RCW 59.18.057 and 2021 c 115 s 10 are each amended to
7 read as follows:

8 (1) Every 14-day notice served pursuant to RCW 59.12.030(3) must
9 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~~) Your landlord
15 (~~alleges you are not in compliance with the terms of the lease~~
16 ~~agreement by failing to pay~~) claims you violated your lease
17 agreement because you did not pay the following rent and/or utilities
18 and/or recurring or periodic charges that are past due.

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

1 AND/OR

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

3 AND/OR

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

6 TOTAL AMOUNT DUE: \$ (dollar amount)

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

10 You must pay the total amount due to your landlord within
11 fourteen (14) days after service of this notice or you must vacate
12 the premises. Any payment you make to the landlord must first be
13 applied to the total amount due as shown on this notice. (~~Any~~
14 ~~failure to comply with this notice~~) If you do not pay the full
15 amount due within fourteen (14) days after service of this notice
16 (~~may result in a judicial proceeding that leads to your eviction~~),
17 your landlord may start a court case to evict you from the premises.

18 The Washington state Office of the Attorney General has this
19 notice in multiple languages as well as information on available
20 resources to help you pay your rent, including state and local rental
21 assistance programs, on its website at [www.atg.wa.gov/landlord-](http://www.atg.wa.gov/landlord-tenant)
22 [tenant](http://www.atg.wa.gov/landlord-tenant).

23 (~~State law provides you the right to legal representation and~~
24 ~~the court may be able to appoint a lawyer to represent you without~~
25 ~~cost to you if you are a qualifying low-income renter. If you believe~~
26 ~~you are a qualifying low-income renter and would like an attorney~~
27 ~~appointed to represent you~~) If you are a qualifying low-income
28 renter and either you have been served with a summons or a complaint
29 (a lawsuit) has been filed in court, or both, the court may be able
30 to appoint a lawyer to represent you without cost to you. To find out
31 what help is available, please contact the Eviction Defense Screening
32 Line at 855-657-8387 or apply online at [https://nwjustice.org/apply-](https://nwjustice.org/apply-online)
33 [online](https://nwjustice.org/apply-online). For additional resources, call 2-1-1 or the Northwest Justice
34 Project CLEAR Hotline outside King County (888) 201-1014 weekdays
35 between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60
36 and over). You may find additional information (~~to help you~~) and
37 self-help resources at <http://www.washingtonlawhelp.org>. Free or low-
38 cost mediation services (~~to assist in nonpayment of rent disputes~~
39 ~~before any judicial proceedings occur are also available~~) at dispute
40 resolution centers (~~throughout the state~~) can help with disputes

1 about past due rent before going to court. You can find your nearest
2 dispute resolution center at <https://www.resolutionwa.org>.

3 ~~((State law also provides you))~~ You have the right to ((receive))
4 free interpreter services at court.
5

6 OWNER/LANDLORD: _____ DATE: _____

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

10 (2) Upon expiration of the eviction resolution pilot program
11 established under RCW 59.18.660:

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

17 (b) Dispute resolution centers are encouraged to notify the
18 housing justice project or northwest justice project located within
19 or serving the county in which the dispute resolution center is
20 located, as appropriate, once notice is received from the landlord
21 under this subsection.

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

25 **Sec. 2.** RCW 59.18.365 and 2021 c 115 s 11 are each amended to
26 read as follows:

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

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

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

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

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

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

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

15 IN THE SUPERIOR COURT OF THE
16 STATE OF WASHINGTON
17 IN AND
18 FOR COUNTY

19 Plaintiff/ } NO.
20 Landlord/ }
21 Owner, }
22 }
23 }
24 }
25 }

26 vs. EVICTION SUMMONS
27 (Residential)

28 Defendant/
29 Tenant/
30 Occupant.

31 ~~((THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.
32 YOUR **WRITTEN**~~

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

34 TO: (Defendant's Name)

35 (Defendant's Address)

36 **IMPORTANT! THIS IS A LEGAL NOTICE TO EVICT YOU.**

1 **DEADLINE!** YOUR **WRITTEN** RESPONSE MUST BE RECEIVED BY: 5:00 p.m.,
2 on

3 **GET HELP:** If you do not respond by the deadline above, you could
4 be evicted. You will lose your right to defend yourself or be
5 represented by a lawyer if you cannot afford one in court (~~and could~~
6 ~~be evicted~~). The court may (~~be able to~~) appoint a lawyer to
7 represent you (~~without~~) at no cost to you if you are low-income and
8 are unable to afford a lawyer. If you believe you are a qualifying
9 low-income renter and (~~would like an attorney~~) want a lawyer
10 appointed to represent you, please (~~contact~~):

11 (1) Call the Eviction Defense Screening Line at 855-657-8387; or
12 (~~apply~~)

13 (2) Apply online at <https://nwjustice.org/apply-online>. (~~For~~
14 ~~additional resources, you may call 2-1-1 or the Northwest Justice~~
15 ~~Project CLEAR Hotline outside King County (888) 201-1014 weekdays~~
16 ~~between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60~~
17 ~~and over). You may find additional information to help you~~) Learn
18 more about the eviction process, rent assistance, and your rights at
19 <http://www.washingtonlawhelp.org>. Free or low-cost mediation services
20 (~~to assist in nonpayment of rent disputes before any judicial~~
21 ~~proceedings occur are also available~~) at dispute resolution centers
22 (~~throughout the state~~) can help with disputes about past due rent
23 before going to court. You can find your nearest dispute resolution
24 center at <https://www.resolutionwa.org>.

25 **HOW TO RESPOND:** **You must respond in writing.** Phone calls to your
26 Landlord or your Landlord's lawyer are not a response. You may
27 respond with a "notice of appearance." This is (~~a~~) any letter that
28 includes the following:

29 (1) A statement that you are appearing in the court case

30 (2) Names of the landlord(s) and the tenant(s) (~~as~~) listed
31 above(~~+~~)

32 (3) Your name, (~~your~~) address where you can receive legal
33 documents (~~may be sent~~), your signature, phone number (if any), and
34 case number (if the case is filed)

35 This case is / is not filed with the court. If this case is
36 filed, you (~~need to also~~) must file your response with the court
37 clerk by (~~delivering a copy to the clerk of the court~~) the deadline
38 above. Deliver a copy to the Superior Court Clerk's office
39 at: (Clerk's Office/Address/Room number/
40 Business hours of court clerk)

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

- 8 ((~~Attorney/~~)Landlord/Lawyer's Name)
- 9 (Address)
- 10 (Fax - required if available)

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

18 **Sec. 3.** RCW 59.18.630 and 2021 c 115 s 4 are each amended to
19 read as follows:

20 (1) ((~~The eviction moratorium instituted by the governor of the~~
21 ~~state of Washington's proclamation 20-19.6 shall end on June 30,~~
22 ~~2021.~~

23 ~~(2))~~) If a tenant has remaining unpaid rent that accrued between
24 March 1, 2020, and six months following ((~~the expiration of the~~
25 ~~eviction moratorium or~~)) the end of the public health emergency,
26 ((~~whichever is greater,~~)) the landlord must offer the tenant a
27 reasonable schedule for repayment of the unpaid rent that does not
28 exceed monthly payments equal to one-third of the monthly rental
29 charges during the period of accrued debt. ((~~If a tenant fails to~~
30 ~~accept the terms of a reasonable repayment plan within 14 days of the~~
31 ~~landlord's offer, the landlord may proceed with an unlawful detainer~~
32 ~~action as set forth in RCW 59.12.030(3) but subject~~)) Subject to any
33 additional requirements under the eviction resolution pilot program
34 established under RCW 59.18.660, the landlord may proceed with an
35 unlawful detainer action as set forth in RCW 59.12.030(3) and issue a
36 14-day pay or vacate notice only upon expiration of 14 days after the
37 repayment plan is offered and the tenant's failure to accept the
38 offer. If the tenant defaults on any rent owed under a repayment
39 plan, the landlord may apply for reimbursement from the landlord

1 mitigation program as authorized under RCW 43.31.605(1)(d) or proceed
2 with an unlawful detainer action as set forth in RCW 59.12.030(3) but
3 subject to any requirements under the eviction resolution pilot
4 program established under RCW 59.18.660. The court must consider the
5 tenant's circumstances, including decreased income or increased
6 expenses due to COVID-19, and the repayment plan terms offered during
7 any unlawful detainer proceeding.

8 ~~((3))~~ (2) Any repayment plan entered into under this section
9 must:

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

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

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

17 (d) Not include provisions or be conditioned on: The tenant's
18 compliance with the rental agreement, payment of attorneys' fees,
19 court costs, or other costs related to litigation if the tenant
20 defaults on the rental agreement; a requirement that the tenant apply
21 for governmental benefits or provide proof of receipt of governmental
22 benefits; or the tenant's waiver of any rights to a notice under RCW
23 59.12.030 or related provisions before a writ of restitution is
24 issued.

25 ~~((4))~~ (3) It is a defense to an eviction under RCW 59.12.030(3)
26 that a landlord did not offer a repayment plan in conformity with
27 this section.

28 ~~((5))~~ (4) To the extent available funds exist for rental
29 assistance from a federal, state, local, private, or nonprofit
30 program, the tenant or landlord may continue to seek rental
31 assistance to reduce and/or eliminate the unpaid rent balance.

32 **Sec. 4.** RCW 59.18.640 and 2021 c 115 s 8 are each amended to
33 read as follows:

34 (1) Subject to the availability of amounts appropriated for this
35 specific purpose, the court must appoint an attorney for an indigent
36 tenant in an unlawful detainer proceeding under this chapter and
37 chapters 59.12 and 59.20 RCW. The office of civil legal aid is
38 responsible for implementation of this subsection as provided in RCW
39 2.53.050, and the state shall pay the costs of legal services

1 provided by an attorney appointed pursuant to this subsection. In
2 implementing this section, the office of civil legal aid shall assign
3 priority to providing legal representation to indigent tenants in
4 those counties in which the most evictions occur and to indigent
5 tenants who are disproportionately at risk of eviction.

6 (2) Upon request, a court before which an unlawful detainer
7 proceeding is pending that involves an indigent tenant defendant
8 eligible for appointment of an attorney under this section must allow
9 and facilitate virtual representation of the tenant by the appointed
10 attorney as well as virtual participation by the tenant.

11 (3) For purposes of this section, "indigent" means any person
12 who, at any stage of a court proceeding, is:

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

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

22 **Sec. 5.** RCW 59.18.660 and 2021 c 115 s 7 are each amended to
23 read as follows:

24 (1) Subject to the availability of amounts appropriated for this
25 specific purpose, the administrative office of the courts shall
26 contract with dispute resolution centers as described under chapter
27 7.75 RCW within or serving each county to establish a court-based
28 eviction resolution pilot program operated in accordance with
29 Washington supreme court order no. 25700-B-639 (~~and~~) or any
30 standing judicial order of the individual superior court.

31 (2) The eviction resolution pilot program must be used to
32 facilitate the resolution of nonpayment of rent cases between a
33 landlord and tenant before the landlord files an unlawful detainer
34 action.

35 (3) Prior to filing an unlawful detainer action for nonpayment of
36 rent, the landlord must provide a notice as required under RCW
37 59.12.030(3) and an additional notice to the tenant informing them of
38 the eviction resolution pilot program. The landlord must retain proof
39 of service or mailing of the additional notice. The additional notice

1 to the tenant must provide at least the following information
2 regarding the eviction resolution pilot program:

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

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

7 (c) The following statement: "The Washington state office of the
8 attorney general has this notice in multiple languages on its
9 website. You will also find information there on how to find a lawyer
10 or advocate at low or no cost and any available resources to help you
11 pay your rent. Alternatively, you may find additional information to
12 help you at <http://www.washingtonlawhelp.org>";

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

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

18 Alternatively, the landlord may use the "ERPP Notice and Resource
19 Information" form, which includes rental assistance information,
20 accessible on the Washington state office of the attorney general's
21 website at www.atg.wa.gov/landlord-tenant, to satisfy the additional
22 notice requirement under this subsection (3).

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

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

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

34 (7) Any superior court, in collaboration with the dispute
35 resolution center that is located within or serving the same county,
36 participating in the eviction resolution pilot program must report
37 annually to the administrative office of the courts beginning January
38 1, 2022, until January 1, 2023, on the following:

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

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

2 (c) The number of nonpayment of rent cases resolved by the
3 program;

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

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

8 (f) Any other information that relates to the efficacy of the
9 pilot program.

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

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

15 **Sec. 6.** RCW 59.18.410 and 2021 c 115 s 17 are each amended to
16 read as follows:

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

37 (2) When the tenant is liable for unlawful detainer after a
38 default in the payment of rent, execution upon the judgment shall not
39 occur until the expiration of five court days after the entry of the

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

1 within the previous twelve months prior to payment. If payment of the
2 amount specified in this subsection is not made within five court
3 days after the entry of the judgment, the judgment may be enforced
4 for its full amount and for the possession of the premises.

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

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

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

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

20 (iv) The tenant's payment history;

21 (v) Whether the tenant is otherwise in substantial compliance
22 with the rental agreement;

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

24 (vii) Conduct related to other notices served within the last six
25 months.

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

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

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

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

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

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

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

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

2 NAME(S)

3 ADDRESS

4 CITY, STATE, ZIP

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

8 DATE

9 AMOUNT

10 DATE

11 AMOUNT

12 DATE

13 AMOUNT

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

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

22 DATE

23 SIGNATURE

24 LANDLORD/AGENT

25 NAME

26 ADDRESS

27 PHONE

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

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

36 ~~(d) ((A tenant who has been served with three or more notices to~~
37 ~~pay or vacate for failure to pay rent as set forth in RCW 59.12.040~~
38 ~~within twelve months prior to the notice to pay or vacate upon which~~

1 the proceeding is based may not seek relief under this subsection
2 ~~(3)~~.

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

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

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

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

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

1 ~~((vi) For the period extending one year beyond the expiration of~~
2 ~~the eviction moratorium, if a tenant demonstrates an ability to pay~~
3 ~~in order to reinstate the tenancy by means of disbursement through~~
4 ~~the landlord mitigation program account established within RCW~~
5 ~~43.31.605(1)(c):~~

6 ~~(A) Any restrictions imposed under (d) of this subsection do not~~
7 ~~apply in determining if a tenant is eligible for reinstatement under~~
8 ~~this subsection (3); and~~

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

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

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

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

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