

CERTIFICATION OF ENROLLMENT

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5160

Chapter 115, Laws of 2021

(partial veto)

67th Legislature
2021 Regular Session

LANDLORD-TENANT RELATIONS

EFFECTIVE DATE: April 22, 2021

Passed by the Senate April 19, 2021
Yeas 27 Nays 22

DENNY HECK

President of the Senate

Passed by the House April 8, 2021
Yeas 72 Nays 26

LURIE JINKINS

**Speaker of the House of
Representatives**

Approved April 22, 2021 3:37 PM with
the exception of sections 12 and 13,
which are vetoed.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of
the Senate of the State of
Washington, do hereby certify that
the attached is **ENGROSSED SECOND
SUBSTITUTE SENATE BILL 5160** as
passed by the Senate and the House
of Representatives on the dates
hereon set forth.

BRAD HENDRICKSON

Secretary

FILED

April 22, 2021

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5160

AS AMENDED BY THE HOUSE

Passed Legislature - 2021 Regular Session

State of Washington 67th Legislature 2021 Regular Session

By Senate Ways & Means (originally sponsored by Senators Kuderer, Liias, Conway, Das, Lovelett, Saldaña, and Wilson, C.)

READ FIRST TIME 02/22/21.

1 AN ACT Relating to addressing landlord-tenant relations by
2 providing certain tenant protections during the public health
3 emergency, providing for legal representation in eviction cases,
4 establishing an eviction resolution pilot program for nonpayment of
5 rent cases, and authorizing landlord access to certain rental
6 assistance programs; amending RCW 43.31.615, 59.18.057, 59.18.365,
7 59.12.040, 59.20.040, and 59.18.410; reenacting and amending RCW
8 43.31.605 and 59.18.230; adding new sections to chapter 59.18 RCW;
9 adding a new section to chapter 2.53 RCW; adding a new section to
10 chapter 43.185C RCW; creating new sections; repealing RCW 59.18.375;
11 prescribing penalties; making an appropriation; providing expiration
12 dates; and declaring an emergency.

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

14 NEW SECTION. **Sec. 1.** The legislature finds that the COVID-19
15 pandemic is causing a sustained global economic slowdown, and an
16 economic downturn throughout Washington state with unprecedented
17 numbers of layoffs and reduced work hours for a significant
18 percentage of our workforce. Many of the state's workforce has been
19 impacted by these layoffs and substantially reduced work hours and
20 have suffered economic hardship, disproportionately affecting low and
21 moderate-income workers resulting in lost wages and the inability to

1 pay for basic household expenses, including rent. Hundreds of
2 thousands of tenants in Washington are unable to consistently pay
3 their rent, reflecting the continued financial precariousness of many
4 renters in the state. Before the COVID-19 pandemic, nonpayment of
5 rent was the leading cause of evictions within the state. Because the
6 COVID-19 pandemic has led to an inability for tenants to consistently
7 pay rent, the likelihood of evictions has increased, as well as life,
8 health, and safety risks to a significant percentage of the state's
9 tenants. As a result, the governor has issued a temporary moratorium
10 on evictions as of March 2020, with multiple extensions and other
11 related actions, to reduce housing instability and enable tenants to
12 stay in their homes.

13 Therefore, it is the intent of the legislature with this act to
14 increase tenant protections during the public health emergency,
15 provide legal representation for qualifying tenants in eviction
16 cases, establish an eviction resolution pilot program to address
17 nonpayment of rent eviction cases before any court filing, and ensure
18 tenants and landlords have adequate opportunities to access state and
19 local rental assistance programs to reimburse landlords for unpaid
20 rent and preserve tenancies.

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

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

25 (1) " Dwelling unit " has the same meaning as defined in RCW
26 59.18.030, and includes a manufactured/mobile home or a mobile home
27 lot as defined in RCW 59.20.030.

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

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

34 (4) " Prospective landlord " has the same meaning as defined in RCW
35 59.18.030.

36 (5) " Public health emergency " refers to the governor of the state
37 of Washington's proclamation 20-05, proclaiming a state of emergency
38 for all counties throughout Washington state on February 29, 2020,
39 and any subsequent orders extending or amending such proclamation due

1 to COVID-19 until the proclamation expires or is terminated by the
2 governor of the state of Washington.

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

4 (7) "Tenant" refers to any individual renting a dwelling unit or
5 lot primarily for living purposes, including any individual with a
6 tenancy subject to this chapter or chapter 59.20 RCW or any
7 individual residing in transient lodging, such as a hotel or motel or
8 camping area as their primary dwelling, for 30 days or more prior to
9 March 1, 2020. "Tenant" does not include any individual residing in a
10 hotel or motel or camping area as their primary dwelling for more
11 than 30 days after March 1, 2020, if the hotel or motel or camping
12 area has provided the individual with a seven-day eviction notice,
13 which must include the following language: "For no-cost legal
14 assistance, please call 2-1-1 or the Northwest Justice Project CLEAR
15 Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m.
16 - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You
17 may find additional resource information at [http://](http://www.washingtonlawhelp.org)
18 www.washingtonlawhelp.org." "Tenant" also does not include occupants
19 of homeless mitigation sites or a person entering onto land without
20 permission of the landowner or lessor. For purposes of this
21 subsection, any local government provision of solid waste or hygiene
22 services to unsanctioned encampments does not constitute permission
23 to occupy land.

24 **TENANT PROTECTIONS**

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

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

31 (2) For rent that accrued between March 1, 2020, and the six
32 months following the expiration of the eviction moratorium expiration
33 date:

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

35 (i) A tenant's nonpayment of rent that accrued between March 1,
36 2020, and the six months following the expiration of the eviction
37 moratorium; or

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

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

9 (3)(a) A landlord or prospective landlord may not deny,
10 discourage application for, or otherwise make unavailable any rental
11 dwelling unit based on a tenant's or prospective tenant's medical
12 history including, but not limited to, the tenant's or prospective
13 tenant's prior or current exposure or infection to the COVID-19
14 virus.

15 (b) A landlord or prospective landlord may not inquire about,
16 consider, or require disclosure of a tenant's or prospective tenant's
17 medical records or history, unless such disclosure is necessary to
18 evaluate a reasonable accommodation request or reasonable
19 modification request under RCW 49.60.222.

20 (4) A landlord or prospective landlord in violation of this
21 section is liable in a civil action for up to two and one-half times
22 the monthly rent of the real property at issue, as well as court
23 costs and reasonable attorneys' fees. A court must impose this
24 penalty in an amount necessary to deter future violations, payable to
25 the tenant bringing the action.

26 **REPAYMENT PLANS**

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

29 (1) The eviction moratorium instituted by the governor of the
30 state of Washington's proclamation 20-19.6 shall end on June 30,
31 2021.

32 (2) If a tenant has remaining unpaid rent that accrued between
33 March 1, 2020, and six months following the expiration of the
34 eviction moratorium or the end of the public health emergency,
35 whichever is greater, the landlord must offer the tenant a reasonable
36 schedule for repayment of the unpaid rent that does not exceed
37 monthly payments equal to one-third of the monthly rental charges
38 during the period of accrued debt. If a tenant fails to accept the

1 terms of a reasonable repayment plan within 14 days of the landlord's
2 offer, the landlord may proceed with an unlawful detainer action as
3 set forth in RCW 59.12.030(3) but subject to any requirements under
4 the eviction resolution pilot program established under section 7 of
5 this act. If the tenant defaults on any rent owed under a repayment
6 plan, the landlord may apply for reimbursement from the landlord
7 mitigation program as authorized under RCW 43.31.605(1)(d) or proceed
8 with an unlawful detainer action as set forth in RCW 59.12.030(3) but
9 subject to any requirements under the eviction resolution pilot
10 program established under section 7 of this act. The court must
11 consider the tenant's circumstances, including decreased income or
12 increased expenses due to COVID-19, and the repayment plan terms
13 offered during any unlawful detainer proceeding.

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

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

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

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

22 (d) Not include provisions or be conditioned on: The tenant's
23 compliance with the rental agreement, payment of attorneys' fees,
24 court costs, or other costs related to litigation if the tenant
25 defaults on the rental agreement; a requirement that the tenant apply
26 for governmental benefits or provide proof of receipt of governmental
27 benefits; or the tenant's waiver of any rights to a notice under RCW
28 59.12.030 or related provisions before a writ of restitution is
29 issued.

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

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

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

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

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

9 (i) Up to one thousand dollars for improvements identified in RCW
10 59.18.255(1) (a). In order to be eligible for reimbursement under this
11 subsection (1) (b) (i), the landlord must pay for the first five
12 hundred dollars for improvements, and rent to the tenant whose
13 housing subsidy program was conditioned on the real property passing
14 inspection. Reimbursement under this subsection (1) (b) (i) may also
15 include up to fourteen days of lost rental income from the date of
16 offer of housing to the applicant whose housing subsidy program was
17 conditioned on the real property passing inspection until move in by
18 that applicant;

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

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

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

27 (c) Claims related to landlord mitigation for an unpaid judgment
28 for rent, unpaid judgments resulting from the tenant's failure to
29 comply with an installment payment agreement identified in RCW
30 59.18.610, late fees, attorneys' fees, and costs after a court order
31 pursuant to RCW 59.18.410(3), including any unpaid portion of the
32 judgment after the tenant defaults on the payment plan pursuant to
33 RCW 59.18.410(3) (c), are eligible for reimbursement from the landlord
34 mitigation program account and are exempt from any postjudgment
35 interest required under RCW 4.56.110. Any claim for reimbursement
36 made pursuant to RCW 59.18.410(3) (e) (ii) must be accompanied by a
37 court order staying the writ of restitution pursuant to RCW
38 59.18.410(3). Any claim for reimbursement under this subsection
39 (1) (c) is not an entitlement.

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

4 (ii) The form must include: (A) Space for the landlord and tenant
5 to provide names, mailing addresses, phone numbers, date of birth for
6 the tenant, and any other identifying information necessary for the
7 department to process payment; (B) the landlord's statewide vendor
8 identification number and how to obtain one; (C) name and address to
9 whom payment must be made; (D) the amount of the judgment with
10 instructions to include any other supporting documentation the
11 department may need to process payment; (E) instructions for how the
12 tenant is to reimburse the department under (c)(iii) of this
13 subsection; (F) a description of the consequences if the tenant does
14 not reimburse the department as provided in this subsection (1)(c);
15 (G) a signature line for the landlord and tenant to confirm that they
16 have read and understood the contents of the form and program; and
17 (H) any other information necessary for the operation of the program.
18 If the tenant has not signed the form after the landlord has made
19 good faith efforts to obtain the tenant's signature, the landlord may
20 solely submit the form but must attest to the amount of money owed
21 and sign the form under penalty of perjury.

22 (iii) When a landlord has been reimbursed pursuant to this
23 subsection (1)(c), the tenant for whom payment was made shall
24 reimburse the department by depositing the amount disbursed from the
25 landlord mitigation program account into the court registry of the
26 superior court in which the judgment was entered. The tenant or other
27 interested party may seek an ex parte order of the court under the
28 unlawful detainer action to order such funds to be disbursed by the
29 court. Upon entry of the order, the court clerk shall disburse the
30 funds and include a case number with any payment issued to the
31 department. If directed by the court, a clerk shall issue any
32 payments made by a tenant to the department without further court
33 order.

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

37 (v) With any disbursement from the account to the landlord, the
38 department shall notify the tenant at the address provided within the
39 application that a disbursement has been made to the landlord on the
40 tenant's behalf and that failure to reimburse the account for the

1 payment through the court registry may result in a denial of a future
2 application to the account pursuant to this subsection (1)(c). The
3 department may include any other additional information about how to
4 reimburse the account it deems necessary to fully inform the tenant.

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

8 (vii) If at any time funds do not exist in the landlord
9 mitigation program account to reimburse claims submitted under this
10 subsection (1)(c), the department must create and maintain a waitlist
11 and distribute funds in the order the claims are received pursuant to
12 subsection (6) of this section. Payment of any claims on the waitlist
13 shall be made only from the landlord mitigation program account. The
14 department shall not be civilly or criminally liable and may not have
15 any penalty or cause of action of any nature arise against it
16 regarding the provision or lack of provision of funds for
17 reimbursement.

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

19 (A) Up to \$15,000 in unpaid rent that accrued between March 1,
20 2020, and six months following the expiration of the eviction
21 moratorium and the tenant being low-income, limited resourced or
22 experiencing hardship, voluntarily vacated or abandoned the tenancy;
23 or

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

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

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

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

39 (B) Pursuing collection, or authorizing another entity to pursue
40 collection on the landlord's behalf, of a judgment against the tenant

1 for damages or any remaining unpaid rent accrued between March 1,
2 2020, and six months following the expiration of the eviction
3 moratorium attributable to the same tenancy.

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

7 (a) Have ensured that the rental property was inspected at the
8 commencement of the tenancy by both the tenant and the landlord or
9 landlord's agent and that a detailed written move-in property
10 inspection report, as required in RCW 59.18.260, was prepared and
11 signed by both the tenant and the landlord or landlord's agent;

12 (b) Make repairs and then apply for reimbursement to the
13 department;

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

16 (d) Submit to the department copies of the move-in property
17 inspection report specified in (a) of this subsection and supporting
18 materials including, but not limited to, before repair and after
19 repair photographs, videos, copies of repair receipts for labor and
20 materials, and such other documentation or information as the
21 department may request.

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

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

35 (5) Damages, beyond wear and tear, that are eligible for
36 reimbursement include, but are not limited to: Interior wall gouges
37 and holes; damage to doors and cabinets, including hardware; carpet
38 stains or burns; cracked tiles or hard surfaces; broken windows;
39 damage to household fixtures such as disposal, toilet, sink, sink
40 handle, ceiling fan, and lighting. Other property damages beyond

1 normal wear and tear may also be eligible for reimbursement at the
2 department's discretion.

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

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

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

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

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

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

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

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

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

38 (13)(a) A report to the appropriate committees of the legislature
39 on the effectiveness of the program and recommended modifications
40 shall be submitted to the governor and the appropriate committees of

1 the legislature by January 1, 2021. In preparing the report, the
2 department shall convene and solicit input from a group of
3 stakeholders to include representatives of large multifamily housing
4 property owners or managers, small rental housing owners in both
5 rural and urban markets, a representative of tenant advocates, and a
6 representative of the housing authorities.

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

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

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

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

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

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

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

24 (vii) Any other modifications and recommendations made by
25 stakeholders to improve the effectiveness and applicability of the
26 program.

27 (14) As used in this section:

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

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

38 (c) "Private market rental unit" means any unit available for
39 rent that is owned by an individual, corporation, limited liability
40 company, nonprofit housing provider, or other entity structure, but

1 does not include housing acquired, or constructed by a public housing
2 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.

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

5 (1) The landlord mitigation program account is created in the
6 custody of the state treasury. All transfers and appropriations by
7 the legislature, repayments, private contributions, and all other
8 sources must be deposited into the account. Expenditures from the
9 account may only be used for the landlord mitigation program under
10 this chapter to reimburse landlords for eligible claims related to
11 private market rental units during the time of their rental to low-
12 income tenants using housing subsidy programs as defined in RCW
13 43.31.605, for any unpaid judgment issued within an unlawful detainer
14 action after a court order pursuant to RCW 59.18.410(3) as described
15 in RCW 43.31.605(1)(c), for any unpaid rent as described in RCW
16 43.31.605(1)(d), and for the administrative costs identified in
17 subsection (2) of this section. Only the director or the director's
18 designee may authorize expenditures from the account. The account is
19 subject to allotment procedures under chapter 43.88 RCW, but an
20 appropriation is not required for expenditures.

21 (2) Administrative costs associated with application,
22 distribution, and other program activities of the department may not
23 exceed twenty percent of the annual funds available for the landlord
24 mitigation program. Reappropriations must not be included in the
25 calculation of the annual funds available for determining the
26 administrative costs.

27 (3) Funds deposited into the landlord mitigation program account
28 shall be prioritized by the department for allowable costs under RCW
29 43.31.605(1)(b), and may only be used for other allowable costs when
30 funding available in the account exceeds the amount needed to pay
31 claims under RCW 43.31.605(1)(b).

32 **EVICTION RESOLUTION PILOT PROGRAM**

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

35 (1) Subject to the availability of amounts appropriated for this
36 specific purpose, the administrative office of the courts shall
37 contract with dispute resolution centers as described under chapter

1 7.75 RCW within or serving each county to establish a court-based
2 eviction resolution pilot program operated in accordance with
3 Washington supreme court order no. 25700-B-639 and any standing
4 judicial order of the individual superior court.

5 (2) The eviction resolution pilot program must be used to
6 facilitate the resolution of nonpayment of rent cases between a
7 landlord and tenant before the landlord files an unlawful detainer
8 action.

9 (3) Prior to filing an unlawful detainer action for nonpayment of
10 rent, the landlord must provide a notice as required under RCW
11 59.12.030(3) and an additional notice to the tenant informing them of
12 the eviction resolution pilot program. The landlord must retain proof
13 of service or mailing of the additional notice. The additional notice
14 to the tenant must provide at least the following information
15 regarding the eviction resolution pilot program:

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

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

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

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

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

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

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

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

4 (7) Any superior court, in collaboration with the dispute
5 resolution center that is located within or serving the same county,
6 participating in the eviction resolution pilot program must report
7 annually to the administrative office of the courts beginning January
8 1, 2022, until January 1, 2023, on the following:

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

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

12 (c) The number of nonpayment of rent cases resolved by the
13 program;

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

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

18 (f) Any other information that relates to the efficacy of the
19 pilot program.

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

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

25 **RIGHT TO COUNSEL**

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

28 (1) Subject to the availability of amounts appropriated for this
29 specific purpose, the court must appoint an attorney for an indigent
30 tenant in an unlawful detainer proceeding under this chapter and
31 chapters 59.12 and 59.20 RCW. The office of civil legal aid is
32 responsible for implementation of this subsection as provided in
33 section 9 of this act, and the state shall pay the costs of legal
34 services provided by an attorney appointed pursuant to this
35 subsection. In implementing this section, the office of civil legal
36 aid shall assign priority to providing legal representation to
37 indigent tenants in those counties in which the most evictions occur

1 and to indigent tenants who are disproportionately at risk of
2 eviction.

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

5 (a) Receiving one of the following types of public assistance:
6 Temporary assistance for needy families, aged, blind, or disabled
7 assistance benefits, medical care services under RCW 74.09.035,
8 pregnant women assistance benefits, poverty-related veterans'
9 benefits, food stamps or food stamp benefits transferred
10 electronically, refugee resettlement benefits, medicaid, or
11 supplemental security income; or

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

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

16 (1) Moneys appropriated by the legislature for legal services
17 provided by an attorney appointed pursuant to section 8 of this act
18 must be administered by the office of civil legal aid established
19 under RCW 2.53.020. The office of civil legal aid must enter into
20 contracts with attorneys and agencies for the provision of legal
21 services under section 8 of this act to remain within appropriated
22 amounts.

23 (2) The legislature recognizes that the office of civil legal aid
24 needs time to properly implement the right to attorney legal
25 representation for indigent tenants under and consistent with section
26 8 of this act. Within 90 days after the effective date of this
27 section, the office of civil legal aid must submit to the appropriate
28 legislative committees a plan to fully implement the tenant
29 representation program under and consistent with section 8 of this
30 act within 12 months of the effective date of this section.

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

33 (1) Every (~~fourteen-day~~) 14-day notice served pursuant to RCW
34 59.12.030(3) must be in substantially the following form:

35 "TO:
36 _____
37 AND TO:
38 _____
39 ADDRESS:
40 _____

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

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

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

7 **AND/OR**

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

9 **AND/OR**

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

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

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

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

23 **The Washington state Office of the Attorney General has this**
24 **notice in multiple languages as well as information on available**
25 **resources to help you pay your rent, including state and local rental**
26 **assistance programs, on its website at [30 ~~Alternatively, for no-cost legal assistance for low-income~~
31 **renters\)\) State law provides you the right to legal representation**
32 **and the court may be able to appoint a lawyer to represent you**
33 **without cost to you if you are a qualifying low-income renter. If you**
34 **believe you are a qualifying low-income renter and would like an**
35 **attorney appointed to represent you, please contact the Eviction**
36 **Defense Screening Line at 855-657-8387 or apply online at \[https://\]\(https://nwjustice.org/apply-online\)**
37 **\[nwjustice.org/apply-online\]\(https://nwjustice.org/apply-online\). For additional resources, call 2-1-1 or**
38 **the Northwest Justice Project CLEAR Hotline outside King County \(888\)**
39 **201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or \(888\) 387-7111**
40 **for seniors \(age 60 and over\). You may find additional information to**](http://www.atg.wa.gov/landlord-</u>
27 <u>tenant.</u> (You will also find information there on how to find a
28 lawyer or advocate at low or no cost and any available resources to
29 help you pay your rent.</p></div><div data-bbox=)**

1 help you at <http://www.washingtonlawhelp.org>. Free or low-cost
2 mediation services to assist in nonpayment of rent disputes before
3 any judicial proceedings occur are also available at dispute
4 resolution centers throughout the state. You can find your nearest
5 dispute resolution center at <https://www.resolutionwa.org>.

6 State law also provides you the right to receive interpreter
7 services at court.
8

9 OWNER/LANDLORD: _____ DATE: _____

10
11 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ____ (owner/landlord name) ____
12 _____ (address) _____"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 Defendant/
32 Tenant/
33 Occupant.

34 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

35 YOUR **WRITTEN**

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

37 TO: (Defendant's Name)

1 (Defendant's Address)

2 **GET HELP: If you do not respond by the deadline above, you will**
3 **lose your right to defend yourself or be represented by a lawyer if**
4 **you cannot afford one in court and could be evicted.** ((If you cannot
5 ~~afford a lawyer~~) The court may be able to appoint a lawyer to
6 represent you without cost to you if you are low-income and are
7 unable to afford a lawyer. If you believe you are a qualifying low-
8 income renter and would like an attorney appointed to represent you,
9 please contact the Eviction Defense Screening Line at 855-657-8387 or
10 apply online at <https://nwjustice.org/apply-online>. For additional
11 resources, you may call 2-1-1 or the Northwest Justice Project CLEAR
12 Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m.
13 - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). ((They
14 ~~can refer you to free or low-cost legal help.~~) You may find
15 additional information to help you at [http://](http://www.washingtonlawhelp.org)
16 www.washingtonlawhelp.org. Free or low-cost mediation services to
17 assist in nonpayment of rent disputes before any judicial proceedings
18 occur are also available at dispute resolution centers throughout the
19 state. You can find your nearest dispute resolution center at
20 <https://www.resolutionwa.org>.

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

- 24 (1) A statement that you are appearing in the court case
- 25 (2) Names of the landlord(s) and the tenant(s) (as listed above)
- 26 (3) Your name, your address where legal documents may be sent,
27 your signature, phone number (if any), and case number (if the case
28 is filed)

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

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

39 (Attorney/Landlord Name)
40 (Address)

1 (Fax - required if available)

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

9 **LANDLORD ACCESS TO RENTAL ASSISTANCE PROGRAMS**

10 ***NEW SECTION.** *Sec. 12. A new section is added to chapter*
11 *43.185C RCW to read as follows:*

12 *(1) The department must authorize landlords an opportunity to*
13 *apply to the following programs, if feasible, and establish*
14 *application and eligibility requirements and any conditions on the*
15 *receipt of funds as the department deems appropriate:*

16 *(a) Rental assistance provided through the consolidated homeless*
17 *grant program;*

18 *(b) Rental assistance provided through the emergency solutions*
19 *grant program; and*

20 *(c) Any rental assistance program funded through receipt of any*
21 *federal COVID-19 relief funds.*

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

25 *(a) Access an eviction resolution pilot program, as described in*
26 *section 7 of this act, because such a program is either not available*
27 *in the region in which the property is located or the regional*
28 *program is not accepting new claims; or*

29 *(b) Obtain legal representation as described in section 8 of this*
30 *act.*

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

**Sec. 12 was vetoed. See message at end of chapter.*

33 ***NEW SECTION.** *Sec. 13. The sum of \$7,500,000 for the fiscal*
34 *biennium ending June 30, 2023, is appropriated from the coronavirus*
35 *state fiscal recovery fund created in Engrossed Substitute Senate*
36 *Bill No. 5092 (operating budget) to the department of commerce for*

1 the purposes of a landlord grant assistance program to provide grants
2 to eligible landlords for rent that was not paid during the eviction
3 moratorium pursuant to the governor's proclamation 20-19.6. The
4 department shall have such rule-making authority as the department
5 deems necessary to administer the program.

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

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

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

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

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

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

23 (3) The department will disburse funds to eligible landlords
24 within 60 days of submission of the application. Eligibility for a
25 grant under this section does not constitute an entitlement for
26 payment. If eligible applications for grants exceed the funds
27 appropriated in this section, the department must create and maintain
28 a waitlist in the order the applications are received pursuant to
29 this section. The department shall not be civilly or criminally
30 liable and may not have any penalty or cause of action of any nature
31 arise against it regarding the provision or lack of provision of
32 funds.

33 (4) The department shall provide a report to the appropriate
34 committees of the legislature by September 30, 2023, which shall
35 include the number of eligible applicants who received grants and the
36 total funds provided to such applicants, the number of eligible
37 applicants on the waitlist who did not receive grants and the total
38 amount of grants unpaid due to lack of funds, and the number of
39 ineligible applicants and the reasons for ineligibility.

1 charge of the business of such corporation, at the premises
2 unlawfully held, and in case no such officer, agent, or person can be
3 found upon such premises, then service may be had by affixing a copy
4 of such notice in a conspicuous place upon said premises and by
5 sending a copy through the mail addressed to such corporation at the
6 place where said premises are situated. Proof of any service under
7 this section may be made by the affidavit of the person making the
8 same in like manner and with like effect as the proof of service of
9 summons in civil actions. When a copy of notice is sent through the
10 mail, as provided in this section, service shall be deemed complete
11 when such copy is deposited in the United States mail in the county
12 in which the property is situated properly addressed with postage
13 prepaid: PROVIDED, HOWEVER, That when service is made by mail one
14 additional day shall be allowed before the commencement of an action
15 based upon such notice. (~~RCW 59.18.375 may also apply to notice~~
16 ~~given under this chapter.~~)

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

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

25 (b) Any agreement, whether oral or written, between a landlord
26 and tenant, or their representatives, and entered into pursuant to an
27 unlawful detainer action under this chapter that requires the tenant
28 to pay any amount in violation of RCW 59.18.283 or the statutory
29 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any
30 rights of the tenant under RCW 59.18.410 or any other rights afforded
31 under this chapter except as provided in RCW 59.18.360 is void and
32 unenforceable. A landlord may not threaten a tenant with eviction for
33 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

35 (a) Agrees to waive or to forgo rights or remedies under this
36 chapter; or

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

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

3 (d) Agrees to the exculpation or limitation of any liability of
4 the landlord arising under law or to indemnify the landlord for that
5 liability or the costs connected therewith; or

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

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

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

21 (4) The common law right of the landlord of distress for rent is
22 hereby abolished for property covered by this chapter. Any provision
23 in a rental agreement creating a lien upon the personal property of
24 the tenant or authorizing a distress for rent is null and void and of
25 no force and effect. Any landlord who takes or detains the personal
26 property of a tenant without the specific written consent of the
27 tenant to such incident of taking or detention, and who, after
28 written demand by the tenant for the return of his or her personal
29 property, refuses to return the same promptly shall be liable to the
30 tenant for the value of the property retained, actual damages, and if
31 the refusal is intentional, may also be liable for damages of up to
32 ((~~five hundred dollars~~)) \$500 per day but not to exceed ((~~five~~
33 ~~thousand dollars~~)) \$5,000, for each day or part of a day that the
34 tenant is deprived of his or her property. The prevailing party may
35 recover his or her costs of suit and a reasonable attorneys' fee.

36 In any action, including actions pursuant to chapters 7.64 or
37 12.28 RCW, brought by a tenant or other person to recover possession
38 of his or her personal property taken or detained by a landlord in
39 violation of this section, the court, upon motion and after notice to
40 the opposing parties, may waive or reduce any bond requirements where

1 it appears to be to the satisfaction of the court that the moving
2 party is proceeding in good faith and has, prima facie, a meritorious
3 claim for immediate delivery or redelivery of said property.

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

6 This chapter shall regulate and determine legal rights, remedies,
7 and obligations arising from any rental agreement between a landlord
8 and a tenant regarding a mobile home lot and including specified
9 amenities within the mobile home park, mobile home park cooperative,
10 or mobile home park subdivision, where the tenant has no ownership
11 interest in the property or in the association which owns the
12 property, whose uses are referred to as a part of the rent structure
13 paid by the tenant. All such rental agreements shall be unenforceable
14 to the extent of any conflict with any provision of this chapter.
15 Chapter 59.12 RCW shall be applicable only in implementation of the
16 provisions of this chapter and not as an alternative remedy to this
17 chapter which shall be exclusive where applicable: PROVIDED, That the
18 provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply
19 to any rental agreement included under the provisions of this
20 chapter. RCW 59.18.055 (~~and 59.18.370~~), section 8 of this act,
21 59.18.365, 59.18.370, and 59.18.380 through 59.18.410 shall be
22 applicable to any action of forcible entry or detainer or unlawful
23 detainer arising from a tenancy under the provisions of this chapter,
24 except when a mobile home, manufactured home, or park model or a
25 tenancy in a mobile home lot is abandoned. Rentals of mobile homes,
26 manufactured homes, or park models themselves are governed by the
27 residential landlord-tenant act, chapter 59.18 RCW.

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

30 (1) If at trial the verdict of the jury or, if the case is tried
31 without a jury, the finding of the court is in favor of the landlord
32 and against the tenant, judgment shall be entered for the restitution
33 of the premises; and if the proceeding is for unlawful detainer after
34 neglect or failure to perform any condition or covenant of a lease or
35 agreement under which the property is held, or after default in the
36 payment of rent, the judgment shall also declare the forfeiture of
37 the lease, agreement, or tenancy. The jury, or the court, if the
38 proceedings are tried without a jury, shall also assess the damages

1 arising out of the tenancy occasioned to the landlord by any forcible
2 entry, or by any forcible or unlawful detainer, alleged in the
3 complaint and proved at trial, and, if the alleged unlawful detainer
4 is based on default in the payment of rent, find the amount of any
5 rent due, and the judgment shall be rendered against the tenant
6 liable for the forcible entry, forcible detainer, or unlawful
7 detainer for the amount of damages thus assessed, for the rent, if
8 any, found due, and late fees if such fees are due under the lease
9 and do not exceed seventy-five dollars in total. The court may award
10 statutory costs. The court may also award reasonable attorneys' fees
11 as provided in RCW 59.18.290.

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

1 governmental or nonprofit entity after the expiration of the pay or
2 vacate notice if the pledge will contribute to the total payment of
3 both the amount of rent due, including any current rent, and other
4 amounts if required under this subsection. The landlord shall suspend
5 any court action for seven court days after providing necessary
6 payment information to the nonprofit or governmental entity to allow
7 for payment of the emergency rental assistance funds. By accepting
8 such pledge of emergency rental assistance, the landlord is not
9 required to enter into any additional conditions not related to the
10 provision of necessary payment information and documentation. If a
11 judgment has been satisfied, the landlord shall file a satisfaction
12 of judgment with the court. A tenant seeking to exercise rights under
13 this subsection shall pay an additional fifty dollars for each time
14 the tenant was reinstated after judgment pursuant to this subsection
15 within the previous twelve months prior to payment. If payment of the
16 amount specified in this subsection is not made within five court
17 days after the entry of the judgment, the judgment may be enforced
18 for its full amount and for the possession of the premises.

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

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

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

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

34 (iv) The tenant's payment history;

35 (v) Whether the tenant is otherwise in substantial compliance
36 with the rental agreement;

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

38 (vii) Conduct related to other notices served within the last six
39 months.

1 (b) The burden of proof for such relief under this subsection (3)
2 shall be on the tenant. If the tenant seeks relief pursuant to this
3 subsection (3) at the time of the show cause hearing, the court shall
4 hear the matter at the time of the show cause hearing or as
5 expeditiously as possible so as to avoid unnecessary delay or
6 hardship on the parties.

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

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

15 (ii) Within any payment plan ordered by the court, the court
16 shall require the tenant to pay to the landlord or to the court one
17 month's rent within five court days of issuance of the order. If the
18 date of the order is on or before the fifteenth of the month, the
19 tenant shall remain current with ongoing rental payments as they
20 become due for the duration of the payment plan; if the date of the
21 order is after the fifteenth of the month, the tenant shall have the
22 option to apportion the following month's rental payment within the
23 payment plan, but monthly rental payments thereafter shall be paid
24 according to the rental agreement.

25 (iii) The sheriff may serve the writ of restitution upon the
26 tenant before the expiration of the five court days of issuance of
27 the order; however, the sheriff shall not execute the writ of
28 restitution until after expiration of the five court days in order
29 for payment to be made of one month's rent as required by (c)(ii) of
30 this subsection. In the event payment is made as provided in (c)(ii)
31 of this subsection for one month's rent, the court shall stay the
32 writ of restitution ex parte without prior notice to the landlord
33 upon the tenant filing and presenting a motion to stay with a
34 declaration of proof of payment demonstrating full compliance with
35 the required payment of one month's rent. Any order staying the writ
36 of restitution under this subsection (3)(c)(iii) shall require the
37 tenant to serve a copy of the order on the landlord by personal
38 delivery, first-class mail, facsimile, or email if agreed to by the
39 parties.

1 (A) If the tenant has satisfied (c)(ii) of this subsection by
2 paying one month's rent within five court days, but defaults on a
3 subsequent payment required by the court pursuant to this subsection
4 (3)(c), the landlord may enforce the writ of restitution after
5 serving a notice of default in accordance with RCW 59.12.040
6 informing the tenant that he or she has defaulted on rent due under
7 the lease agreement or payment plan entered by the court. Upon
8 service of the notice of default, the tenant shall have three
9 calendar days from the date of service to vacate the premises before
10 the sheriff may execute the writ of restitution.

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

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

17 NAME(S)

18 ADDRESS

19 CITY, STATE, ZIP

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

23 DATE

24 AMOUNT

25 DATE

26 AMOUNT

27 DATE

28 AMOUNT

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

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

37 DATE

38 SIGNATURE

1 LANDLORD/AGENT
2 NAME
3 ADDRESS
4 PHONE

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

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

13 (d) A tenant who has been served with three or more notices to
14 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
15 within twelve months prior to the notice to pay or vacate upon which
16 the proceeding is based may not seek relief under this subsection
17 (3).

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

28 (ii) After a finding that the tenant is low-income, limited
29 resourced, or experiencing hardship, the court may issue an order:
30 (A) Finding that the landlord is eligible to receive on behalf of the
31 tenant and may apply for reimbursement from the landlord mitigation
32 program; and (B) directing the clerk to remit, without further order
33 of the court, any future payments made by the tenant in order to
34 reimburse the department of commerce pursuant to RCW
35 43.31.605(1)(c)(iii). In accordance with RCW 43.31.605(1)(c), such an
36 order must be accompanied by a copy of the order staying the writ of
37 restitution. Nothing in this subsection (3)(e) shall be deemed to
38 obligate the department of commerce to provide assistance in claim
39 reimbursement through the landlord mitigation program if there are
40 not sufficient funds.

1 (iii) If the department of commerce fails to disburse payment to
2 the landlord for the judgment pursuant to this subsection (3)(e)
3 within thirty days from submission of the application, the landlord
4 may renew an application for a writ of restitution pursuant to RCW
5 59.18.370 and for other rent owed by the tenant since the time of
6 entry of the prior judgment. In such event, the tenant may exercise
7 rights afforded under this section.

8 (iv) Upon payment by the department of commerce to the landlord
9 for the remaining or total amount of the judgment, as applicable, the
10 judgment is satisfied and the landlord shall file a satisfaction of
11 judgment with the court.

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

16 (vi) For the period extending one year beyond the expiration of
17 the eviction moratorium, if a tenant demonstrates an ability to pay
18 in order to reinstate the tenancy by means of disbursement through
19 the landlord mitigation program account established within RCW
20 43.31.605(1)(c):

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

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

27 (4) If a tenant seeks to stay a writ of restitution issued
28 pursuant to this chapter, the court may issue an ex parte stay of the
29 writ of restitution provided the tenant or tenant's attorney submits
30 a declaration indicating good faith efforts were made to notify the
31 other party or, if no efforts were made, why notice could not be
32 provided prior to the application for an ex parte stay, and
33 describing the immediate or irreparable harm that may result if an
34 immediate stay is not granted. The court shall require service of the
35 order and motion to stay the writ of restitution by personal
36 delivery, mail, facsimile, or other means most likely to afford all
37 parties notice of the court date.

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

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

4 NEW SECTION. **Sec. 18.** This act does not apply to assisted
5 living facilities licensed under chapter 18.20 RCW, to nursing homes
6 licensed under chapter 18.51 RCW, to adult family homes licensed
7 under chapter 70.128 RCW, or to continuing care retirement
8 communities registered under chapter 18.390 RCW.

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

13 NEW SECTION. **Sec. 20.** Sections 2 through 4 of this act
14 supersede any other provisions within chapter 59.18 or 59.12 RCW, or
15 chapter 59.20 RCW as applicable, that conflict with sections 2
16 through 4 of this act.

17 NEW SECTION. **Sec. 21.** This act is necessary for the immediate
18 preservation of the public peace, health, or safety, or support of
19 the state government and its existing public institutions, and takes
20 effect immediately.

Passed by the Senate April 19, 2021.

Passed by the House April 8, 2021.

Approved by the Governor April 22, 2021, with the exception of
certain items that were vetoed.

Filed in Office of Secretary of State April 22, 2021.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith, without my approval as to Sections 12 and
13, Engrossed Second Substitute Senate Bill No. 5160 entitled:

"AN ACT Relating to addressing landlord-tenant relations by
providing certain tenant protections during the public health
emergency, providing for legal representation in eviction cases,
establishing an eviction resolution pilot program for nonpayment of
rent cases, and authorizing landlord access to certain rental
assistance programs."

While Section 12 attempts to provide direct financial relief to
landlords as part of a larger legislative solution in E2SSB 5160, it
creates an entitlement for landlords to receive rent assistance
without a sufficient framework to prioritize resources to those
landlords who have the greatest need. The estimated cost of Section
12 is \$2.4 billion, which is \$1.5 billion more than is currently

appropriated by the state or awarded by the federal government. RCW 43.88.055 requires the Legislature to enact an operating budget that leaves a positive ending fund balance at the end of the fiscal biennium. Although the final budget will likely have a different ending fund balance than is reflected today, \$1.5 billion in additional costs could not be sustained by available fiscal resources. In order to ensure that the Legislature meets its statutory obligation to leave a positive ending fund balance at the end of the 2021-23 biennium, I am vetoing Section 12 of this bill at the request of legislative leadership.

In addition, Section 13 is largely duplicative of an early action bill that I have already signed, ESHB 1368, which provides \$2 million in grant opportunities for eligible landlords. Because of this, Section 13 creates administrative problems for the department of commerce, and may also cause confusion for landlords. As a result, again at the request of legislative leadership, I am also vetoing Section 13.

The Legislature and I agree it is important to provide resources to landlords, and to prioritize assisting those landlords who have a small number of units. If the Legislature wants to increase support for landlords who have a small number of units, I encourage the Legislature to increase funding to the program already created in the early action bill rather than creating redundant programs.

For these reasons I have vetoed Sections 12 and 13 of Engrossed Second Substitute Senate Bill No. 5160.

With the exception of Sections 12 and 13, Engrossed Second Substitute Senate Bill No. 5160 is approved."

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