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**SUBSTITUTE SENATE BILL 5197**

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**State of Washington**

**68th Legislature**

**2023 Regular Session**

**By** Senate Housing (originally sponsored by Senators Kuderer, Saldaña, Frame, Nguyen, Nobles, Wellman, and C. Wilson)

READ FIRST TIME 02/09/23.

1 AN ACT Relating to addressing landlord-tenant relations by  
2 providing technical changes to eviction notice forms and modifying  
3 certain eviction processes; amending RCW 59.18.410 and 59.18.057; and  
4 adding a new section to chapter 59.18 RCW.

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

6 NEW SECTION. **Sec. 1.** A new section is added to chapter 59.18  
7 RCW to read as follows:

8 In any forcible or unlawful detainer proceeding before the court:

9 (1) Any party, including an attorney or witness, upon written  
10 notice to the court, must be permitted to appear and participate in  
11 the proceeding remotely by video conference, or by telephone if  
12 authorized by the judge, at no cost to either party.

13 (2) Any party must be permitted to make an emergency application  
14 by phone or video conference and file such documents by email, fax,  
15 or other means that can be performed remotely.

16 **Sec. 2.** RCW 59.18.410 and 2021 c 115 s 17 are each amended to  
17 read as follows:

18 (1) If at trial the verdict of the jury or, if the case is tried  
19 without a jury, the finding of the court is in favor of the landlord  
20 and against the tenant, judgment shall be entered for the restitution

1 of the premises; and if the proceeding is for unlawful detainer after  
2 neglect or failure to perform any condition or covenant of a lease or  
3 agreement under which the property is held, or after default in the  
4 payment of rent, the judgment shall also declare the forfeiture of  
5 the lease, agreement, or tenancy. The jury, or the court, if the  
6 proceedings are tried without a jury, shall also assess the damages  
7 arising out of the tenancy occasioned to the landlord by any forcible  
8 entry, or by any forcible or unlawful detainer, alleged in the  
9 complaint and proved at trial, and, if the alleged unlawful detainer  
10 is based on default in the payment of rent, find the amount of any  
11 rent due, and the judgment shall be rendered against the tenant  
12 liable for the forcible entry, forcible detainer, or unlawful  
13 detainer for the amount of damages thus assessed, for the rent, if  
14 any, found due, and late fees if such fees are due under the lease  
15 and do not exceed (~~seventy-five dollars~~) \$75 in total. The court  
16 may award statutory costs. The court may also award reasonable  
17 attorneys' fees as provided in RCW 59.18.290.

18 (2) When the tenant is liable for unlawful detainer after a  
19 default in the payment of rent, execution upon the judgment shall not  
20 occur until the expiration of five court days after the entry of the  
21 judgment. Before entry of a judgment or until (~~five court days have~~  
22 ~~expired after entry of the judgment~~) execution of the writ of  
23 restitution, the tenant or any subtenant, or any mortgagee of the  
24 term, or other party interested in the continuance of the tenancy,  
25 may pay into court or to the landlord the amount of the rent due, any  
26 court costs incurred at the time of payment, late fees if such fees  
27 are due under the lease and do not exceed (~~seventy-five dollars~~)  
28 \$75 in total, and attorneys' fees if awarded, in which event any  
29 judgment entered shall be satisfied and the tenant restored to his or  
30 her tenancy. If the tenant seeks to restore his or her tenancy after  
31 entry of a judgment, the tenant may tender the amount stated within  
32 the judgment as long as that amount does not exceed the amount  
33 authorized under subsection (1) of this section. If a tenant seeks to  
34 restore his or her tenancy and pay the amount set forth in this  
35 subsection with funds acquired through an emergency rental assistance  
36 program provided by a governmental or nonprofit entity, the tenant  
37 shall provide a copy of the pledge of emergency rental assistance  
38 provided from the appropriate governmental or nonprofit entity and  
39 have an opportunity to exercise such rights under this subsection,  
40 which may include a stay of judgment and provision by the landlord of

1 documentation necessary for processing the assistance. The landlord  
2 shall accept any pledge of emergency rental assistance funds provided  
3 to the tenant from a governmental or nonprofit entity before the  
4 expiration of any pay or vacate notice for nonpayment of rent for the  
5 full amount of the rent owing under the rental agreement. The  
6 landlord shall accept any written pledge of emergency rental  
7 assistance funds provided to the tenant from a governmental or  
8 nonprofit entity after the expiration of the pay or vacate notice if  
9 the pledge will contribute to the total payment of both the amount of  
10 rent due, including any current rent, and other amounts if required  
11 under this subsection. The landlord shall suspend any court action  
12 for (~~seven~~) 14 court days after providing necessary payment  
13 information to the nonprofit or governmental entity to allow for  
14 payment of the emergency rental assistance funds. By accepting such  
15 pledge of emergency rental assistance, the landlord is not required  
16 to enter into any additional conditions not related to the provision  
17 of necessary payment information and documentation. If a judgment has  
18 been satisfied, the landlord shall file a satisfaction of judgment  
19 with the court. A tenant seeking to exercise rights under this  
20 subsection shall pay an additional (~~fifty dollars~~) \$50 for each  
21 time the tenant was reinstated after judgment pursuant to this  
22 subsection within the previous (~~twelve~~) 12 months prior to payment.  
23 If payment of the amount specified in this subsection is not made  
24 within five court days after the entry of the judgment, the judgment  
25 may be enforced for its full amount and for the possession of the  
26 premises.

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

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

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

- 1 (iii) The tenant's ability to timely pay the judgment;  
2 (iv) The tenant's payment history;  
3 (v) Whether the tenant is otherwise in substantial compliance  
4 with the rental agreement;  
5 (vi) Hardship on the tenant if evicted; and  
6 (vii) Conduct related to other notices served within the last six  
7 months.

8 (b) The burden of proof for such relief under this subsection (3)  
9 shall be on the tenant. If the tenant seeks relief pursuant to this  
10 subsection (3) at the time of the show cause hearing, the court shall  
11 hear the matter at the time of the show cause hearing or as  
12 expeditiously as possible so as to avoid unnecessary delay or  
13 hardship on the parties.

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

15 (i) The court shall not stay the writ of restitution more than  
16 (~~ninety~~) 90 days from the date of order, but may order repayment of  
17 the judgment balance within such time. If the payment plan is to  
18 exceed (~~thirty~~) 30 days, the total cumulative payments for each  
19 (~~thirty-day~~) 30-day period following the order shall be no less  
20 than one month of the tenant's share of the rent, and the total  
21 amount of the judgment and all additional rent that is due shall be  
22 paid within (~~ninety~~) 90 days.

23 (ii) Within any payment plan ordered by the court, the court  
24 shall require the tenant to pay to the landlord or to the court one  
25 month's rent within five court days of issuance of the order. If the  
26 date of the order is on or before the (~~fifteenth~~) 15th of the  
27 month, the tenant shall remain current with ongoing rental payments  
28 as they become due for the duration of the payment plan; if the date  
29 of the order is after the (~~fifteenth~~) 15th of the month, the tenant  
30 shall have the option to apportion the following month's rental  
31 payment within the payment plan, but monthly rental payments  
32 thereafter shall be paid according to the rental agreement.

33 (iii) The sheriff may serve the writ of restitution upon the  
34 tenant before the expiration of the five court days of issuance of  
35 the order; however, the sheriff shall not execute the writ of  
36 restitution until after expiration of the five court days in order  
37 for payment to be made of one month's rent as required by (c)(ii) of  
38 this subsection. In the event payment is made as provided in (c)(ii)  
39 of this subsection for one month's rent, the court shall stay the  
40 writ of restitution ex parte without prior notice to the landlord

1 upon the tenant filing and presenting a motion to stay with a  
2 declaration of proof of payment demonstrating full compliance with  
3 the required payment of one month's rent. Any order staying the writ  
4 of restitution under this subsection (3)(c)(iii) shall require the  
5 tenant to serve a copy of the order on the landlord by personal  
6 delivery, first-class mail, facsimile, or email if agreed to by the  
7 parties.

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

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

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

24 NAME(S)

25 ADDRESS

26 CITY, STATE, ZIP

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

30 DATE

31 AMOUNT

32 DATE

33 AMOUNT

34 DATE

35 AMOUNT

36 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE  
37 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL

1 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR  
2 PAYMENT PLAN IN THE AMOUNT OF \$. . . . .  
3 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL  
4 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY  
5 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT  
6 YOU ARE RENTING.

7 DATE

8 SIGNATURE

9 LANDLORD/AGENT

10 NAME

11 ADDRESS

12 PHONE

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

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

21 (d) A tenant who has been served with three or more notices to  
22 pay or vacate for failure to pay rent as set forth in RCW 59.12.040  
23 within twelve months prior to the notice to pay or vacate upon which  
24 the proceeding is based may not seek relief under this subsection  
25 (3), unless the court determines any of the notices served were  
26 invalid or did not otherwise comply with the requirements of this  
27 chapter.

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

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

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

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

19 (iv) Upon payment by the department of commerce to the landlord  
20 for the remaining or total amount of the judgment, as applicable, the  
21 judgment is satisfied and the landlord shall file a satisfaction of  
22 judgment with the court.

23 (v) Nothing in this subsection (3)(e) prohibits the landlord from  
24 otherwise applying for reimbursement for an unpaid judgment pursuant  
25 to RCW 43.31.605(1)(~~(e)~~) (b) after the tenant defaults on a payment  
26 plan ordered pursuant to (c) of this subsection.

27 (vi) (~~(For the period extending one year beyond the expiration of~~  
28 ~~the eviction moratorium, if)~~) If a tenant demonstrates an ability to  
29 pay in order to reinstate the tenancy by means of disbursement  
30 through the landlord mitigation program account established within  
31 RCW 43.31.605(1)(~~(e)~~) (b):

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

35 (B) Reimbursement on behalf of the tenant to the landlord under  
36 RCW 43.31.605(1)(~~(e)~~) (b) may include up to three months of  
37 prospective rent to stabilize the tenancy as determined by the court.

38 (4) If a tenant seeks to stay a writ of restitution issued  
39 pursuant to this chapter, the court may issue an ex parte stay of the  
40 writ of restitution provided the tenant or tenant's attorney submits

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

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

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

15 **Sec. 3.** RCW 59.18.057 and 2021 c 115 s 10 are each amended to  
16 read as follows:

17 (1) Every 14-day notice served pursuant to RCW 59.12.030(3) must  
18 be in substantially the following form:

19 "TO:  
\_\_\_\_\_

20 AND TO:  
\_\_\_\_\_

21 ADDRESS:  
\_\_\_\_\_

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

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

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

28 **AND/OR**

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

30 **AND/OR**

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

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

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



1 You must pay the total amount due to your landlord within  
2 fourteen (14) days after service of this notice or you must vacate  
3 the premises. Any payment you make to the landlord must first be  
4 applied to the total amount due as shown on this notice. Any failure  
5 to comply with this notice within fourteen (14) days after service of  
6 this notice may result in a judicial proceeding that leads to your  
7 eviction from the premises.

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

13 State law provides you the right to legal representation and the  
14 court may be able to appoint a lawyer to represent you without cost  
15 to you if you are a qualifying low-income renter. If you believe you  
16 are a qualifying low-income renter and would like an attorney  
17 appointed to represent you, please contact the Eviction Defense  
18 Screening Line at 855-657-8387 or apply online at [https://](https://nwjustice.org/apply-online)  
19 [nwjustice.org/apply-online](https://nwjustice.org/apply-online). For additional resources, call 2-1-1 or  
20 the Northwest Justice Project CLEAR Hotline outside King County (888)  
21 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111  
22 for seniors (age 60 and over). You may find additional information to  
23 help you at <http://www.washingtonlawhelp.org>. Free or low-cost  
24 mediation services to assist in nonpayment of rent disputes before  
25 any judicial proceedings occur are also available at dispute  
26 resolution centers throughout the state. You can find your nearest  
27 dispute resolution center at <https://www.resolutionwa.org>.

28 State law also provides you the right to receive interpreter  
29 services at court.  
30

31 OWNER/LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

32  
33 WHERE TOTAL AMOUNT DUE IS TO BE PAID: \_\_\_\_ (owner/landlord name) \_\_\_\_  
34 \_\_\_\_\_ (address) \_\_\_\_\_"

35 (2) (~~Upon expiration of the eviction resolution pilot program~~  
36 ~~established under RCW 59.18.660:~~

1       ~~(a) The landlord must also provide the notice required in this~~  
2 ~~section to the dispute resolution center located within or serving~~  
3 ~~the county in which the dwelling unit is located. It is a defense to~~  
4 ~~an eviction under RCW 59.12.030 that a landlord did not provide~~  
5 ~~additional notice under this subsection.~~

6       ~~(b) Dispute resolution centers are encouraged to notify the~~  
7 ~~housing justice project or northwest justice project located within~~  
8 ~~or serving the county in which the dispute resolution center is~~  
9 ~~located, as appropriate, once notice is received from the landlord~~  
10 ~~under this subsection.~~

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

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