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**SENATE BILL 5197**

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**State of Washington**

**68th Legislature**

**2023 Regular Session**

**By** Senators Kuderer, Saldaña, Frame, Nguyen, Nobles, Wellman, and C. Wilson

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

18 A default judgment may not be entered against a tenant who has  
19 been served with an order to show cause prior to the scheduled  
20 hearing date and time set forth in the order to show cause.

1       **Sec. 3.** RCW 59.18.410 and 2021 c 115 s 17 are each amended to  
2 read as follows:

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

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

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

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

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

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

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

7 (iv) The tenant's payment history;

8 (v) Whether the tenant is otherwise in substantial compliance  
9 with the rental agreement;

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

11 (vii) Conduct related to other notices served within the last six  
12 months.

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

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

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

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

38 (iii) The sheriff may serve the writ of restitution upon the  
39 tenant before the expiration of the five court days of issuance of  
40 the order; however, the sheriff shall not execute the writ of

1 restitution until after expiration of the five court days in order  
2 for payment to be made of one month's rent as required by (c)(ii) of  
3 this subsection. In the event payment is made as provided in (c)(ii)  
4 of this subsection for one month's rent, the court shall stay the  
5 writ of restitution ex parte without prior notice to the landlord  
6 upon the tenant filing and presenting a motion to stay with a  
7 declaration of proof of payment demonstrating full compliance with  
8 the required payment of one month's rent. Any order staying the writ  
9 of restitution under this subsection (3)(c)(iii) shall require the  
10 tenant to serve a copy of the order on the landlord by personal  
11 delivery, first-class mail, facsimile, or email if agreed to by the  
12 parties.

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

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

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

29 NAME(S)

30 ADDRESS

31 CITY, STATE, ZIP

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

35 DATE

36 AMOUNT

37 DATE

38 AMOUNT

1 DATE  
2 AMOUNT

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

11 DATE  
12 SIGNATURE  
13 LANDLORD/AGENT  
14 NAME  
15 ADDRESS  
16 PHONE

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

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

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

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

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

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

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

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

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

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

38 ~~(B) Reimbursement))~~ (b), reimbursement on behalf of the tenant to  
39 the landlord under RCW 43.31.605(1)~~((e))~~ (b) may include up to

1 three months of prospective rent to stabilize the tenancy as  
2 determined by the court.

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

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

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

22 **Sec. 4.** RCW 59.18.057 and 2021 c 115 s 10 are each amended to  
23 read as follows:

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

26 "TO:  
27 \_\_\_\_\_  
28 AND TO:  
29 \_\_\_\_\_  
30 ADDRESS:  
31 \_\_\_\_\_

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

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

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

**AND/OR**

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

**AND/OR**



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

3 TOTAL AMOUNT DUE: \$ (dollar amount)

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

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

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

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

33  
34 State law also provides you the right to receive interpreter  
35 services at court.

36  
37 OWNER/LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

