

SENATE BILL REPORT

SB 5740

As of February 19, 2025

Title: An act relating to eviction reform and tenant safety.

Brief Description: Concerning eviction reform and tenant safety.

Sponsors: Senators Braun and Chapman.

Brief History:

Committee Activity: Housing: 2/19/25.

Brief Summary of Bill

- Authorizes superior courts to appoint court commissioners for unlawful detainer actions and Residential Landlord-Tenant Act (RLTA) actions.
- Modifies the contents of the summons in unlawful detainer actions and the tenant's responsibilities when responding to such actions.
- Adds to the list of causes when a landlord can terminate tenancy or evict a tenant under the RLTA and removes certain processes related to evictions.

SENATE COMMITTEE ON HOUSING

Staff: Bill Fosbre (786-7531)

Background: Court Commissioners. Article IV, section 23 of the Washington State Constitution authorizes superior courts to appoint up to three court commissioners in each county. Court commissioners have the power to perform all the duties of a superior court judge that do not require a trial by jury, and other duties provided by law to aid in the administration of justice.

The Legislature has authorized superior courts to appoint additional commissioners with

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.

limited powers, including specialized mental health commissioners and criminal commissioners. These statutorily authorized commissioners are limited to the authority expressly granted in statute. All acts and proceedings of court commissioners are subject to revision by a superior court judge upon motion by a party.

Residential-Landlord Tenant Act. The Residential Landlord-Tenant Act (RLTA) regulates the creation of residential tenancies and the relationship between landlords and tenants of residential dwelling units. The RLTA establishes rights and duties of both tenants and landlords, procedures for the parties to enforce their rights, how and when a tenancy expires or may be terminated, and remedies for violations of the RLTA.

Duties of the Tenant. Each tenant shall pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations. The RLTA lists several other specific duties, which includes but is not limited to not engaging in an activity at the rental premises that physical assault of another person or unlawful use a firearm or other deadly weapon which results in arrest.

Tenant's Failure to Comply with Statutory Duties. If the tenant fails to comply with required duties under the rental agreement or otherwise provided by law, and such noncompliance can:

- substantially affect the health and safety of the tenant or other tenants, or substantially increase the hazards of fire or accident; and
- be remedied by repair, replacement of a damaged item, or cleaning.

The tenant shall comply within 30 days after written notice by the landlord specifying the noncompliance, or, in the case of emergency as promptly as conditions require. If the tenant fails to remedy the noncompliance within that period the landlord may enter the dwelling unit and cause the work to be done and submit an itemized bill of the actual and reasonable cost of repair, to be payable on the next date when periodic rent is due, or on terms mutually agreed to by the landlord and tenant, or immediately if the rental agreement has terminated.

Just Cause Evictions. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy unless there is statutory basis for cause, with some exceptions.

For rental agreements that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may end the tenancy at the end of the initial period of the rental agreement without cause only if:

- at the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and
- the landlord serves the tenant at least 60 days' advance written notice before the end of the initial lease period ending the tenancy.

For rental agreement for a specified period that does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

- at the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered into successive rental agreements of six months or more for a specified period since the inception of the tenancy;
- the landlord served the tenant at least 60 days' advance written notice before the end of the specified period that the tenancy will be deemed expired at the end of such specified period; and
- the tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point since the inception of the tenancy.

For all other tenancies, and month-to-month tenancy a landlord may not end a tenancy unless the landlord provides the proper notice for one of the following reasons:

- 3 days' notice—for waste or nuisance, unlawful activity that affects the use and enjoyment of the premises or other substantial or repeated and unreasonable interfere with the use or enjoyment of the premises;
- 10 days' notice—when a tenant must correct a violation of rental agreement, subsidized housing requirement, or other tenant obligation imposed by law;
- 20 days' notice—when the: landlord rents a portion of their own home and no longer wishes to share access to a common kitchen or bathroom area and provides notice prior to the end of rental period; or tenant made unwanted sexual advances or harassment directed at the property owner, property manager, property employee, or another tenant notice prior to the end of the rental period;
- 30 days' notice—when the tenant is no longer eligible or at the expiration of the transitional housing program; no new agreement has been signed by the tenant and the landlord has offered reasonable terms prior to the end of rental period; premises has been certified or condemned as uninhabitable by a local agency; or intentional, knowing, and material misrepresentations or omissions were made on the tenant's application;
- 60 days' notice—when the tenant has committed four or more substantial breach of program requirements for subsidized housing, material term subscribed to by the tenant or obligation imposed by law and was provided with notices to comply for each in the most recent 12-month period; or failed to disclose and register as a sex offender upon application notice prior to the end of the rental period; and
- 90 days' notice—when the landlord or a member of their immediate family will occupy unit; or if the landlord intends to sell a single-family residence.

Unlawful Detainer Actions. After a tenant fails to pay rent or violates one of the statutory for cause eviction prohibitions under the Residential Landlord-Tenant Act (RLTA), a landlord, after providing proper notice, may seek to evict a tenant through an unlawful detainer action. An unlawful detainer action is an expedited court proceeding to determine

who has the right to possess the property. For unlawful detainer actions, the superior court of the county in which the property sits has jurisdiction.

Unlawful Detainer Action Summons Form. To commence an unlawful detainer action, the landlord must serve the tenant with a summons and complaint. The summons must contain the names of the parties to the proceeding, the attorney or attorneys if any, the court in which the same is brought, the nature of the action, relief sought, and return day, and notify the tenant to appear and answer within the time designated or that the relief sought will be taken against the tenant. The statute provides an example of the summons form that should be used.

Writ of Restitution, Application, and Order. The landlord at the time of filing an unlawful detainer action may apply to the court for an order directing the tenant to appear and show cause why a writ of restitution should not be issued restoring to the landlord possession of the property. The judge shall include in the order the time and place for the hearing on the motion, which shall not be less than seven days but no more than 30 days from the date the order was serviced on the tenant. The order must notify the tenant that if they fail to appear and show cause the court may order the sheriff to restore possession of the property and grant other relief.

Hearing on Writ of Restitution and Tenant's Answer. At the hearing the tenant, or any person in possession or claiming possession of the property, may answer, orally or in writing, and assert any legal or equitable defense or set-off arising out of the tenancy. If the answer is oral, the substance shall be endorsed on the complaint by the court. The court shall examine the parties and witnesses orally to ascertain the merits of the complaint and answer, and if it shall appear that the landlord has the right to be possession of the property restored then the court shall enter an order directing the issuance of a writ of restitution.

If it appears to the court that the landlord should not have possession of the property restored, the court shall deny the landlord's motion for a writ of restitution and enter an order directing the parties to proceed to trial within 30 days on the complaint and answer.

Indigent Tenants. Subject to appropriations, the court must appoint an attorney for an indigent tenant in an unlawful detainer action initiated under the RLTA. The Office of Civil Legal Aid (OCLA) is responsible for any legal services provided. Indigent means any person: receiving public assistance; or receiving an annual income, after taxes, of 200 percent or less of the current federally established poverty level.

Summary of Bill: Court Commissioners. The superior court in each county may appoint one or more attorneys to act as commissioners in unlawful detainer actions and RLTA actions. A person appointed as a court commissioner may also be appointed to any other commissioner position authorized by law. The county legislative authority must approve the creation of court commissioner positions.

Unlawful Detainer Actions. Numerous provisions related to unlawful detainer actions are revised.

Unlawful Detainer Action Summons Form. Modifies the content of the summons form to:

- remove the reference to the free mediation service to assist in nonpayment of rent;
- require the tenant respond to the complaint by stating the defense in writing and by serving a copy upon the person signing the summons on or before the deadline or a default judgment may be entered without notice to tenant; and
- add that if the tenant serves a notice of appearance on the landlord, then the tenant is entitled to notice before a default judgment may be entered.

Writ of Restitution, Application, and Order. Changes the date the landlord can require a tenant to show cause why the landlord is not entitled to possession of the property to no less than seven or more than 30 days from the date of presentation of the motion, instead of the date the court's order was served on the tenant. Requires a copy of the show cause order, summons and complaint if not previously served upon the tenant, to be served not less than seven days prior to the date of the hearing and provide notification that tenant must also file a written answer, or the court may order the sheriff to restore possession of the property to the landlord and may grant such other relief.

Hearing on Writ of Restitution and Tenant's Answer. Authorizes a tenant, or any person in possession or claiming possession of the property, to present evidence in support of any legal or equitable defense or set-off arising out of the tenancy as specified in written answer. If a written answer is not filed prior to the date of the hearing, the tenant, or any person in possession or claiming possession of the property, shall be limited to only disputing whether the landlord has met the burden of proof.

The judge must use a preponderance of the evidence standard of proof when determining whether the landlord has the right to possession of the property restored and when entering a writ of restitution.

If the court orders a trial, it shall identify with specificity each issue requiring a trial and remove any issues disposed of at the show cause hearing.

The show cause hearing may not be continued on grounds of availability or unavailability of indigent counsel appointed unless counsel for the tenant was assigned at least seven days prior to the date of the hearing.

Indigent tenants. An attorney may not be appointed for an indigent tenant unless the OCLA receives documented verification that the tenant meets the public assistance criteria or income criteria prior to the response deadline specified in the summons. A party may not recover legal fees for legal services provided by OCLA.

Residential Landlord Tenant Act. Numerous provisions of the RLTA are revised or

updated.

Duties of the Tenant. The requirement that physically assaulting another person or unlawfully using a firearm or other deadly weapon must result in an arrest to be a potential cause for eviction, is removed.

If the tenant physically assaults another person, unlawfully uses firearms or other deadly weapons, or engages in an activity that is imminently hazardous to the physical safety of other persons while on the premises and the activity results in the tenant's custodial or noncustodial arrest, then the landlord may proceed directly to an unlawful detainer action against the tenant who was arrested for the activity.

Tenant's Failure to Comply with Statutory Duties. The bill removes the tenant's authority to remedy by repair or replace a damaged item or clean a condition that substantially affects the health and safety of the tenant or other tenants, or substantially increase the hazards of fire or accident caused by the tenant's failure to comply with obligations under the rental agreement or otherwise provided by law. The landlord's obligation to send a notice to the tenant to repair, replace or clean the damaged item, and if the tenant fails to comply, the authority of the landlord to enter the dwelling, cause the work to be done, submit a bill to the tenant payable on the next date when the rent is due is removed. The tenant's defense to unlawful detainer action that the tenant was in substantial compliance or remedies the noncomplying condition within the 30-day period that was allowed under the law is also removed.

Just Cause Evictions. Modifies the landlord's authority to evict a tenant, refuse to continue a tenancy, or end a periodic tenancy without cause. The landlord may end a tenancy at the end of the initial period of a rental agreement without cause if the landlord has provided at least 60 days' advance written notice ending the tenancy before the end of the: initial lease period for a rental agreement that provides tenancy for an indefinite period on a month-to-month basis; or specified period for a rental agreement for a specified period on a month-to-month basis.

Modifies the notice provisions for certain actions listed for cause, allowing a landlord to evict a tenant, refuse to continue tenancy, or end a periodic tenancy as follows:

- when three days' notice is provided for repeated unreasonable interference with the health, safety, and welfare of the premises by, the landlord or neighbors of the tenant;
- the owner elects to sell a single dwelling unit, which includes but is not limited to a single-family residence, a condominium unit, a townhouse unit, or any other similar type of dwelling unit and the owner has provided proper notice;
- allows for eviction when the tenant, occupant, or guest of the tenant or occupant engages in the following on or near the premises: drug-related activity; or criminal or gang-related activity that results in the arrest of the tenant, occupant, or guest of the tenant or occupant. The 30 days' advance written notice to vacate in advance of the expiration of the Transitional Housing Program, the tenant aging out of the

Transitional Housing Program, or the tenant completing an educational or training or service program and is no longer eligible to participate in transitional housing is removed. The landlord must still provide 30-days' advance written notice to vacate for tenants in transitional housing;

- removes a court's authority to stay for 60 days a writ of restitution when the tenant continues in possession after having received at least 60 days' advance written notice to vacate for other good cause prior to the end of the period or rental agreement and such cause constitutes a legitimate economic or business reason not covered by another basis for ending the lease enumerated in the RLTA;
- adds a substantial or repeated and unreasonable interference with the health, safety, and welfare of and use and enjoyment of the premises by the landlord or neighbors of the tenant to the list of violations where eviction can occur if the tenant has committed four or more violations related to monetary damages within a 12-month period and proper notice is given. The content requirements of the 60 days' advance written notice provided to the tenant when the tenant has committed four or more violations within the preceding 12-month period is modified; and
- changes the basis related to when the tenant engages in unwanted sexual advances or other acts of sexual harassment to include acts that are directed to any other person on or near the property and eliminates the condition that when directed at another tenant it must be based on the person's race, gender, or other protected status in violation of any covenant or term in the lease.

The landlord is not required to provide notice to any remaining occupants when a tenant permanently vacates due to voluntary or involuntary events or allow the other occupants to apply to become a party to the rental agreement.

The authority to award a tenant who prevails in action for wrongful eviction the greater of their economic and noneconomic damages or three times the monthly rent of the dwelling at issue, and reasonable attorneys' fees and court costs when the landlord removes a tenant in violation of the requirements under the RLTA is removed.

The requirement that a notice to evict identify the facts and circumstances known and available to the landlord at the time of the issuance of the notice that support the cause or causes with enough specificity to enable the tenant to respond and prepare a defense to any incidents alleged is removed.

Appropriation: None.

Fiscal Note: Available.

Creates Committee/Commission/Task Force that includes Legislative members: No.

Effective Date: Ninety days after adjournment of session in which bill is passed.

Staff Summary of Public Testimony: PRO: Landlord Tenant Act has been modified a number of times over the last five or six years. Some of the changes have produced very excessive amounts of time to proceed with an eviction. There is a very large backlog of eviction cases, particularly in the central Puget Sound area, but also in other parts of the state. This bill provides county superior courts a better way to help provide the resources necessary to manage the backlog.

The timeline is the same to process a non-payment of rent case and a life safety case. This negatively impacts other tenants and the safety of the rental communities. The bill allows courts to add commissioners to get caught up with the overwhelming backlog of cases. As an example, there is a rental community in Seattle where a three day notice to evict for gun violence was served on the tenant in July 2024 and the eviction is still ongoing. There is real need for more court commissioners. The current process to evict tenants in these extreme circumstances routinely takes over 120 days.

A just cause lease termination is not any eviction. When a true eviction occurs or becomes imminent, it's an absolute last case scenario for both landlords and tenants. It's extremely costly and time consuming, and it creates a stain on the tenant's history going forward.

This is a safety bill. If you have a dangerous tenant, someone who is threatened either the landlord or other tenants, you need to be able to make the situation safe. This bill allows you to evict a dangerous tenant. The current laws allow for the unsafe and extreme behaviors and decisions of a few tenants to destroy the safety, stability, and peace that the other residents have a right to in their homes.

This bill provides greater protections for tenants by giving mission-based housing providers like Catholic Housing Ventures better opportunities to remove residents who pose a threat to the immediate health and safety of the housing communities.

This bill that allows us to act quickly to remove those who commit acts of violence, produce and distribute illegal substances, and those who harass other residents or our staff.

CON: It's an irresponsible bill seeking to eliminate core protections for vulnerable renters across the state. 2024 had the highest number of recorded evictions. Evictions cause homelessness. It will harm households across the state and will increase evictions and homelessness.

This bill seeks to roll back fundamental protections that were agreed to by all the stakeholders in 2021. This will effectively cut the right to indigent counsel. When the 2021 bill was negotiated, all stakeholders believed that due process and access to justice was a fundamental principle that the state should uphold in eviction proceedings. This is a one-sided bill.

The bill will make it easier for corporate landlords to misuse the eviction process. This bill

will lead to more tenants defaulting, it eliminates their defenses in eviction lawsuits, hinders their right to counsel. This bill proposes to streamline evictions through a process that creates more barriers, and by placing more requirements on tenants that will result in more default evictions.

Tenants with language barriers and other vulnerable tenants will be impacted the most.

This bill will just make evicting tenants easier and faster.

The most concerning aspect of this bill is that it would require a legal aid organization to first provide information relating to a tenant's eligibility to the Office of Civil Legal Aid before they can even be appointed to represent tenants. It will slow down the appointment process.

The bill requires the appointed attorney to show their client's or potential client's sensitive information which violates the attorney's ethical obligations.

OTHER: The bill requires tenants to submit a full-blown answer within the appearance period. Since 1970 tenants have been able to answer orally up until trial. This change will lead to more defaults and procedural errors for unrepresented tenants.

The bill mandates the court appoint an attorney for an indigent tenant within seven days of the order to show cause hearing; however, since an order to show cause can be noticed with a seven days' notice this effectively requires same-day appointment, an unbearable burden.

Excludes mobile home tenants from indigent counsel. The bill requires income eligibility verification but many low-income folks who use the legal aid programs have non-traditional employment which mean additional staff will need to be hired to process the verification documents.

Eliminates tenants' ability to cure lease violations before an eviction case is filed which will cause an increase eviction filings and reducing out of court resolutions.

Eliminates notice requirements for health safety violations increasing litigation and burdening courts in legal aid.

Persons Testifying: PRO: Senator John Braun, Prime Sponsor; Audrey Riddle, Goodman Real Estate; Cory Brewer, WPM NW Inc.; Bruce Becker.

CON: Kerri Burnside, Bellingham Tenants Union; Terri Anderson, Tenants Union of Washington State; Talauna Reed, Tenants Union of Washington State; Michele Thomas, Washington Low Income Housing Alliance; Christopher Brunetti, Northwest Justice Project.

OTHER: Philippe Knab, The Washington State Office of Civil Legal Aid; Jonathan

Mallahan, Catholic Charities of Eastern Washington.

Persons Signed In To Testify But Not Testifying: No one.