



Interactive Summary of Landlord Tenant Laws, HB 1236, SB 5160, and Proc. 21-09.01

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Quick links to RCWs

[RCW 59.18 Residential Landlord-Tenant Act](#)

[RCW 59.20 Manufactured/Mobile Home Landlord-Tenant Act](#)

[RCW 59.12 Forcible Entry and Forcible and Unlawful Detainer](#)

Is the eviction allowed?

It depends on the [type of housing](#)

What is the type of housing?

[Single family residence](#)

[Manufactured home, mobile home, or trailer](#)

[Hotel/motel/AirBnB/long-term care facility and other non-traditional housing](#)

Single family residence

Has Right to Counsel been implemented and certified?

Yes, proceed below	Per E2SSB 5160(8), an attorney must be appointed for any indigent tenant (including tenants under RCW 59.20 Manufactured/Mobile Home Landlord-Tenant Act)
	Indigent means any person: <ul style="list-style-type: none"> Receiving public assistance (temporary assistance for needy families, aged, blind, or disabled assistance benefits, medical care services, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps, refugee resettlement benefits, Medicaid, or SSI) OR <ul style="list-style-type: none"> has annual income of 200% or less of federally established poverty level.
No, STOP	no unlawful detainer proceeding may lawfully go forward against an indigent tenant who has not been offered appointed counsel by the superior court

Is the tenancy one of the following?

	A 6 to 12-month lease that became month to month	A 12 month or more lease, or successive lease for 6 months or more entered continuously without interruption
Yes	60-day no cause notice only if used at the end of the initial lease term Notice must be properly served RCW 59.12.040	60-day no cause notice Notice must be properly served RCW 59.12.040 * Landlord can convert lease to a long or successive term lease within 3 months of moratorium's expiration (September 30 th)
No	Must have cause for eviction (see cause chart)	

Is the tenancy a periodic tenancy* and cause for eviction (or notice) is one of the listed causes?

Causes for eviction	Notice requirements
Non-payment of rent (if yes, proceed to Non-Payment section below for protections under Proc. 21-09.01)	14-day pay or vacate
Substantial breach of a material lease term or a tenant obligation imposed by law	10-day comply or vacate
Waste or nuisance, illegal activity or other interference with the use and enjoyment of the premises	3-day notice to vacate
The owner or his or her immediate family may occupy the unit and no substantially equivalent unit is vacant (must occupy 60 consecutive days during 90 days immediately after tenant vacated)	90-day notice to vacate
The owner elects to sell a single-family residence (reasonable attempts within 30 days after tenant vacated)	90-day notice to vacate
Landlord plans to demolish or substantially rehabilitate premises, or change of use (per RCW 59.18.200(2)(c))	120-day notice to vacate
Convert property to condos (per RCW 64.34.440 or RCW 64.90.655)	120-day notice to vacate
Premises has been condemned by local agency with authority to issue	30-day notice to vacate or as much time as possible if notice doesn't allow for 30 days
Landlord wants roommate to move out (roommate who share common kitchen or bathroom)	20-day notice to vacate
Nonprofit ran transitional housing program completed or tenant aged out	30-day notice to vacate
Landlord offered reasonable new rental agreement and tenant refused to sign (does not apply to month to month)	unspecified except receipt of new agreement 30 days before expiration of current agreement
Knowingly and intentionally misrepresented material facts in the application for housing that would have resulted in denial of application or adverse action by landlord	30-day notice to vacate
Other good cause that represents a legitimate economic or business reason (court may stay a writ for up to 60 additional days)	60-day notice to vacate
Within one year period, tenant has committed four or more substantial breaches of a material program term of subsidized housing or a material term of the lease or tenant obligation by law (each notice must have been in writing and provide tenant with opportunity to cure violation and must pertain to separate incidents)	60-day notice to vacate
Tenant was required to register as sex offender or failed to disclose a requirement to register	60-day notice to vacate
Tenant made unwanted sexual advance or act of sexual harassment towards the landlord, employee of, or another tenant based on protected status in violation of any covenant or term in the lease	20-day notice to vacate
Occupants remain after tenant vacates and they had resided with tenant for at least 6 months prior to tenant vacating	30-day notice to vacate or 30-day notice to apply as a tenant

* A periodic tenancy is a tenancy that continues for successive periods until the tenant gives the landlord notification that they want to end the tenancy.

Non-payment of rent

Is the rent owed for rent accruing on August 1, 2021, or thereafter?

Yes	<p>Per Proc. 21-09.01, for rent accruing on August 1st or thereafter, tenants should be paying rent in full, or a lesser amount as negotiated with landlord, or seeking assistance through the rental assistance program.</p> <ul style="list-style-type: none"> • Landlords can't serve, threaten to serve, or enforce any notices or unlawful detainer summons if a tenant: <ul style="list-style-type: none"> ○ Made full payment of rent ○ Made a partial payment negotiated with landlord ○ Has a pending application for rental assistance that has not been fully processed ○ Resides in a jurisdiction in which the rental assistance program is anticipating receipt of additional rental assistance resources but has not yet started their program or the rental assistance program is not yet accepting new applications for assistance.
No	If rent owed is for rent arrears accrued due to COVID-19 from 2/29/2020 through 7/31/2021 then proceed to next questions below (ERPP and rental assistance)

Has the county implemented the Eviction Resolution Pilot Program (ERPP) and is it operational?

Yes	<p>Per Proc. 21-09.01, if based in whole or in part on any arrears accrued due to COVID-19 from 2/29/2020 through 7/31/2021, landlords can't serve or enforce any notices or unlawful detainer summons until both:</p> <ul style="list-style-type: none"> • Rental assistance program and an ERP have been implemented and are operational • Tenant has been provided with a notice of opportunity to participate in the rental assistance program and ERP and has rejected or failed to respond within 14 days of receipt 				
No	<p>Does the county plan on implementing an ERP?</p> <table border="1" data-bbox="313 1226 1468 1404"> <tr> <td data-bbox="313 1226 428 1331">Yes</td> <td data-bbox="436 1226 1468 1331">Landlords can't serve or enforce any notices or unlawful detainer summons (see above) until the plan is in place or this proclamation expires (October 31, 2021)</td> </tr> <tr> <td data-bbox="313 1341 428 1404">No</td> <td data-bbox="436 1341 1468 1404">Eviction may be able to proceed as long as the other requirements are met: cause and program implementation (RTC and housing assistance)</td> </tr> </table>	Yes	Landlords can't serve or enforce any notices or unlawful detainer summons (see above) until the plan is in place or this proclamation expires (October 31, 2021)	No	Eviction may be able to proceed as long as the other requirements are met: cause and program implementation (RTC and housing assistance)
Yes	Landlords can't serve or enforce any notices or unlawful detainer summons (see above) until the plan is in place or this proclamation expires (October 31, 2021)				
No	Eviction may be able to proceed as long as the other requirements are met: cause and program implementation (RTC and housing assistance)				

Has the county implemented a rental assistance program and is it operational?

Yes	<p>Per Proc. 21-09.01, if based in whole or in part on any arrears accrued due to COVID-19 from 2/29/2020 through 7/31/2021, landlords can't serve or enforce any notices or unlawful detainer summons until both:</p> <ul style="list-style-type: none"> • Rental assistance program and an ERP have been implemented and are operational • Tenant has been provided with a notice of opportunity to participate in the rental assistance program and ERP and has rejected or failed to respond within 14 days of receipt
No	STOP. Rental assistance program is required.

Notice Requirements

Every 14-day notice served pursuant to [RCW 59.12.030\(3\)](#) must be substantially in the form described in E2SSB 5160 and include:

RTC	“The Washington state Office of the Attorney General has this notice in multiple languages as well as information on available resources to help you pay your rent, including state and local rental assistance programs, on its website at www.atg.wa.gov/landlord-tenant .”
	“State law provides you the right to legal representation and the court may be able to appoint a lawyer to represent you without cost to you if you are a qualifying low-income renter.”
	Eviction Defense Screening Line phone number and website, Northwest Justice Project CLEAR line and website
	“Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at https://www.resolutionwa.org .”
	“State law also provides you the right to receive interpreter services at court.”

Prior to filing an unlawful detainer action for nonpayment of rent, in addition to the 14-day pay notice, landlord must provide an additional notice that includes:

ERPP*	Contact information for the local dispute resolution center
	Contact information for the county's housing justice project or, if none, a statewide organization providing housing advocacy services for low-income residents
	The following statement: "The Washington state office of the attorney general has this notice in multiple languages on its website. You will also find information there on how to find a lawyer or advocate at low or no cost and any available resources to help you pay your rent. Alternatively, you may find additional information to help you at http://www.washingtonlawhelp.org "
	The name and contact information of the landlord, the landlord's attorney, if any, and the tenant
	The following statement: "Failure to respond to this notice within 14 days may result in the filing of a summons and complaint for an unlawful detainer action with the court."

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

Manufactured home, Mobile home, or trailer

Is the dwelling a mobile home or a manufactured home in a mobile home park, or an RV in an RV park that has 2 or more park models is their only home and they live there year-round?

Yes	Protected under RCW 59.20 Manufactured/Mobile Home Landlord-Tenant Act or the Residential Landlord Tenant Act. See below.	
	If tenant owns the MH/mobile home or park model	Protected under RCW 59.20 Manufactured/Mobile Home Landlord-Tenant Act. Proceed to next question.
	If landlord owns the MH/mobile home or park model	Protected under the Residential Landlord Tenant Act. Proceed single family section.
No	Not protected under either. See non-traditional housing section.	

* "Mobile home" means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States department of housing and urban development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States department of housing and urban development manufactured home construction and safety act.

Has Right to Counsel been implemented and certified?

Yes, proceed below	Per E2SSB 5160(8), an attorney must be appointed for any indigent tenant (including tenants under RCW 59.20 Manufactured/Mobile Home Landlord-Tenant Act)
	Indigent means any person: <ul style="list-style-type: none"> • Receiving public assistance (temporary assistance for needy families, aged, blind, or disabled assistance benefits, medical care services, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps, refugee resettlement benefits, Medicaid, or SSI) OR <ul style="list-style-type: none"> • has annual income of 200% or less of federally established poverty level.
No, STOP	No unlawful detainer proceeding may lawfully go forward against an indigent tenant who has not been offered appointed counsel by the superior court

A landlord shall not terminate or fail to renew a tenancy of a tenant or the occupancy of an occupant, of whatever duration except for one or more of the following reasons:

RCW 59.20.080 Causes for eviction	Notice requirements
Non-payment of rent and/or other charges specified in the rental agreement (under E2SSB definition of "dwelling unit," which includes mobile home lot, and is subject to requirements of section 3 and 4: late fees , reporting to prospective landlord , and repayment plan sections)	14-day pay or vacate
Failure to pay rent by the due date provided for in the rental agreement three or more times in a 12-month period, commencing with the date of the first violation	14-day pay or vacate
Substantial, repeated or periodic violations of a rule of the mobile home park as established at the inception of or during the tenancy or for violation of the tenant's duties as provided in RCW 59.20.140 . (30 days' written notice for any amended rules not contained in rental agreement)	Immediate cessation for first violation, 20-day notice to vacate for any subsequent violations
Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants	15-day notice to vacate
Engaging in "criminal activity" as defined by statute or ordinance that threatens the health, safety, or welfare of the tenants (including notice from law enforcement, notification of seizure of illegal drugs or requirement to register as a sex offender)	May proceed directly to an unlawful detainer action
Failure to comply with local ordinances and state laws and regulations relating to mobile homes, manufactured homes, or park models	Within a reasonable time after receipt of notice of noncompliance from governmental agency
Failure of the tenant to comply with obligations imposed upon tenants by applicable provisions of municipal, county, and state codes, statutes, ordinances, and regulations.	Immediate compliance
Change of land use of the mobile home park (closure of the mobile home park, conversion to other use or conversion to a mobile home park cooperative or mobile home park subdivision)	12-months in advance of the effective date of change
Does NOT apply if:	
Acquired for or under imminent threat of condemnation	
Sold to organization of park tenants, non-profit, local government, or housing authority for the purpose of preserving the park	
Landlord compensates the tenants for the loss of their homes at their assessed value at any point during the closure notice period and prior to a change of use or sale of the property.	90-days written notice at the time compensation is paid
Knowingly and intentionally misrepresented material facts in the application for housing that would have resulted in denial of application	unspecified but park owner must discover and act within 1 year of rent payments beginning
Service of three 20-day notices to comply or vacate within a 12-month period (other than failure to pay rent by the due date)	unspecified
Engagement in disorderly or substantially annoying conduct upon the park premises that results in the destruction of the rights of others to the peaceful enjoyment and use of the premises	Immediate compliance
Creation of a nuisance that materially affects the health, safety, and welfare of other park residents.	Immediate cessation
Any other substantial just cause that materially affects the health, safety, and welfare of other park residents.	Immediate compliance

Hotel/motel/AirBnB/long-term care facility and other non-traditional housing

Has the individual lived in the transient lodging as their primary dwelling for 30 days or more prior to March 1, 2020?

Yes	E2SSB 5160 sections 2 and 3 apply; see late fees , reporting to prospective landlord , and repayment plan sections
No	Not protected. Evictions can proceed. Seven-day eviction notices for hotel, motel or camping areas used as primary dwelling for 30 days or more after March 1, 2020 must include NJP CLEAR Hotline info.

Are rent increases allowed?

Yes	Per Proc. 21-09.01, rent increases are not prohibited but must conform to RCW 59.18.140 and cannot be retroactively applied
RCW 59.18.140	A landlord shall provide a minimum of 60 days' prior written notice of an increase in the amount of rent to each affected tenant any increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement
RCW 59.20.080	A landlord seeking to increase the rent upon expiration of the term of a rental agreement of any duration shall notify the tenant in writing three months prior to the effective date of any increase in rent.

Can late fees be charged?

Is the late fee (or other charges) being charged for nonpayment of rent between March 1, 2020, and December 31, 2021 (six months following the expiration of the eviction moratorium)?

Yes	Per E2SSB 5160(3), landlords may not charge late fees, or other charges for nonpayment of rent, that became due between March 1, 2020, and six months following the expiration of the eviction moratorium.
No	Under RCW 59.18.170(2) , the landlord may charge late fees commencing from the first day after the due date if the rent is not paid within five days following its due date.

Repayment Plans

Is there unpaid rent that accrued between March 1, 2020, six months following the expiration of the eviction moratorium (June 30, 2021) or the end of the public health emergency (DOH 20-03.6 signed September 24, 2021)?

Yes	Per E2SSB 5160(4), landlord must offer a reasonable schedule for repayment of the unpaid rent that does not exceed monthly payments equal to 1/3 of monthly rental charges during the period of accrued debt.	
Repayment plans must	Not require payment until 30 days after repayment plan is offered	
	Cover rent only and not any late fees, attorneys' fees or other fees and charges	
	Allow payments from any source defined in RCW 59.18.255(5) or from pledges by nonprofit organizations, churches, religious institutions, or governmental entities	
	Not include provisions or be conditioned on	
If Tenant fails to accept within 14 days	the landlord may proceed with an unlawful detainer action, RCW 59.12.030(3) , subject to any requirements under the ERPP under E2SSB 5160(7).	
If tenant defaults on rent owed under repayment plan*	Landlord may apply for reimbursement from landlord mitigation program or proceed with an unlawful detainer action, RCW 59.12.030(3) , subject to any requirements under the ERPP under E2SSB 5160(7).	
No	Landlord is not required to offer repayment plan	

*The court must consider the tenant's circumstances, including decreased income or increased expenses due to COVID-19, and the repayment plan terms offered during any unlawful detainer proceeding

Can the eviction be reported to prospective landlords? What about medical history?

Nonpayment of rent	
Per E2SSB 5160(3)(2), for rent accrued between March 1, 2020, and December 31, 2021 (six months following the expiration of the eviction moratorium), a landlord may not report to a prospective landlord:	Nonpayment of rent
	An unlawful detainer action pursuant to RCW 59.12.030(3)
Medical history	
Per E2SSB 5160(3)(3), based upon tenant's medical history, a landlord or perspective landlord may not deny, discourage application for, or make a rental unit unavailable.	Medical history disclosure may be allowed when disclosure is necessary to evaluate a reasonable accommodation request under RCW 49.60.222 .
Violation	Landlord or prospective landlord is liable in a civil action for up to 2 ½ times the monthly rent of the property at issue, plus court costs and reasonable attorney fees.

Has this paperwork been filed with the court and what is pocket service?

Does the paperwork have a case number with the name of the court and the date the document was filed?

Yes	It has been filed. You can also check Odyssey
No	Pocket Service: In Washington, a party does not have to file a complaint in Superior Court to start a lawsuit and trigger the time period within which the defendant must respond. Instead, a party can commence a lawsuit by serving a complaint and summons on the defendant

Resource Providers

Clallam County Resources



Courthouse 223 East 4th Street
Monday - Friday Port Angeles, WA 98362
8:30 am - 4:30 pm 360-417-2231
web_clerk@co.clallam.wa.us

LEGAL:

Northwest Justice Project



Clear Hotline: **888-201-1014** or [Online application](#)
M-F 9:15am-12:15pm
[Washington Law Help](#) for self-help resources
[Eviction Defense Helper](#)

Tenants Union of Washington State



Tenant rights statewide hotline 206-723-0500
M-W and F: 10am-12:30pm, and 1:30pm - 4pm
Th: 10am-12:30pm
Saturday: 11am to 3pm

Washington State Bar Association



Moderate Means Program
Connect with legal representation on a sliding scale fee
[Apply Online](#) or Call **855-741-6930**

Attorney General of Washington



[File](#) a complaint online

MEDIATION:

Peninsula Dispute Resolution Center



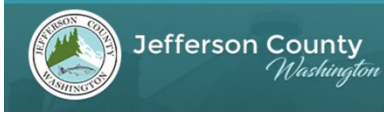
360-452-8024
renee@pdrc.org

HOUSING AND RENT:

Serenity House of Clallam County

SERENITY HOUSE OF CLALLAM COUNTY

Housing Resource Center: **360-565-5041 x1**
Email: housinghelp@serenityhouseclallam.org
[Resource list](#) including medical, food, clothing, transportation, and employment



Jefferson County Resources

Courthouse 1820 Jefferson Street
Monday - Friday Port Townsend, WA 98368
8:30 am - 4:30 pm 360-385-9395
snordstrom@co.jefferson.wa.us

LEGAL:

Northwest Justice Project



Clear Hotline: **888-201-1014** or [Online application](#)
M-F 9:15am-12:15pm
[Washington Law Help](#) for self-help resources
[Eviction Defense Helper](#)

Tenants Union of Washington State



Tenant rights statewide hotline 206-723-0500
M-W and F: 10am-12:30pm, and 1:30pm - 4pm
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Washington State Bar Association



Moderate Means Program
Connect with legal representation on a sliding scale fee
[Apply Online](#) or Call **855-741-6930**

Attorney General of Washington



[File](#) a complaint online

MEDIATION:

HOUSING AND RENT:

Peninsula Dispute Resolution Center



360-452-8024
renee@pdrc.org

Olympic Community Action Program



PT Phone: 360-385-2571
PA Phone: **360-452-4726**
Forks Phone: 360-374-6193
[Apply Online](#)

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

Laurie 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."

--- END ---

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE HOUSE BILL 1236

Chapter 212, Laws of 2021

67th Legislature
2021 Regular Session

RESIDENTIAL TENANCIES—VARIOUS PROVISIONS

EFFECTIVE DATE: May 10, 2021

Passed by the House April 13, 2021
Yeas 54 Nays 44

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 8, 2021
Yeas 28 Nays 21

DENNY HECK

President of the Senate

Approved May 10, 2021 3:08 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1236** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 10, 2021

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 1236

AS AMENDED BY THE SENATE

Passed Legislature - 2021 Regular Session

State of Washington 67th Legislature 2021 Regular Session

By House Housing, Human Services & Veterans (originally sponsored by Representatives Macri, Taylor, Dolan, Gregerson, Berry, Fitzgibbon, Frame, Simmons, Ramel, Bateman, J. Johnson, Hackney, Chopp, Thai, Peterson, Santos, Orwall, Ortiz-Self, Ryu, Wicks, Lekanoff, Slatter, Berg, Senn, Harris-Talley, Ormsby, and Pollet)

READ FIRST TIME 02/09/21.

1 AN ACT Relating to protecting residential tenants from the
2 beginning to end of their tenancies by penalizing the inclusion of
3 unlawful lease provisions and limiting the reasons for eviction,
4 refusal to continue, and termination; amending RCW 59.18.220 and
5 59.12.030; reenacting and amending RCW 59.18.030, 59.18.200, and
6 59.18.230; adding a new section to chapter 59.18 RCW; prescribing
7 penalties; and declaring an emergency.

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

9 **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and
10 2019 c 23 s 1 are each reenacted and amended to read as follows:

11 As used in this chapter:

12 (1) "Active duty" means service authorized by the president of
13 the United States, the secretary of defense, or the governor for a
14 period of more than (~~thirty~~) 30 consecutive days.

15 (2) "Certificate of inspection" means an unsworn statement,
16 declaration, verification, or certificate made in accordance with the
17 requirements of chapter 5.50 RCW by a qualified inspector that states
18 that the landlord has not failed to fulfill any substantial
19 obligation imposed under RCW 59.18.060 that endangers or impairs the
20 health or safety of a tenant, including (a) structural members that
21 are of insufficient size or strength to carry imposed loads with

1 safety, (b) exposure of the occupants to the weather, (c) plumbing
2 and sanitation defects that directly expose the occupants to the risk
3 of illness or injury, (d) not providing facilities adequate to supply
4 heat and water and hot water as reasonably required by the tenant,
5 (e) providing heating or ventilation systems that are not functional
6 or are hazardous, (f) defective, hazardous, or missing electrical
7 wiring or electrical service, (g) defective or hazardous exits that
8 increase the risk of injury to occupants, and (h) conditions that
9 increase the risk of fire.

10 (3) "Commercially reasonable manner," with respect to a sale of a
11 deceased tenant's personal property, means a sale where every aspect
12 of the sale, including the method, manner, time, place, and other
13 terms, must be commercially reasonable. If commercially reasonable, a
14 landlord may sell the tenant's property by public or private
15 proceedings, by one or more contracts, as a unit or in parcels, and
16 at any time and place and on any terms.

17 (4) "Comprehensive reusable tenant screening report" means a
18 tenant screening report prepared by a consumer reporting agency at
19 the direction of and paid for by the prospective tenant and made
20 available directly to a prospective landlord at no charge, which
21 contains all of the following: (a) A consumer credit report prepared
22 by a consumer reporting agency within the past (~~thirty~~) 30 days;
23 (b) the prospective tenant's criminal history; (c) the prospective
24 tenant's eviction history; (d) an employment verification; and (e)
25 the prospective tenant's address and rental history.

26 (5) "Criminal history" means a report containing or summarizing
27 (a) the prospective tenant's criminal convictions and pending cases,
28 the final disposition of which antedates the report by no more than
29 seven years, and (b) the results of a sex offender registry and
30 United States department of the treasury's office of foreign assets
31 control search, all based on at least seven years of address history
32 and alias information provided by the prospective tenant or available
33 in the consumer credit report.

34 (6) "Designated person" means a person designated by the tenant
35 under RCW 59.18.590.

36 (7) "Distressed home" has the same meaning as in RCW 61.34.020.

37 (8) "Distressed home conveyance" has the same meaning as in RCW
38 61.34.020.

39 (9) "Distressed home purchaser" has the same meaning as in RCW
40 61.34.020.

1 (10) "Dwelling unit" is a structure or that part of a structure
2 which is used as a home, residence, or sleeping place by one person
3 or by two or more persons maintaining a common household, including
4 but not limited to single-family residences and units of multiplexes,
5 apartment buildings, and mobile homes.

6 (11) "Eviction history" means a report containing or summarizing
7 the contents of any records of unlawful detainer actions concerning
8 the prospective tenant that are reportable in accordance with state
9 law, are lawful for landlords to consider, and are obtained after a
10 search based on at least seven years of address history and alias
11 information provided by the prospective tenant or available in the
12 consumer credit report.

13 (12) "Gang" means a group that: (a) Consists of three or more
14 persons; (b) has identifiable leadership or an identifiable name,
15 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
16 acts in concert mainly for criminal purposes.

17 (13) "Gang-related activity" means any activity that occurs
18 within the gang or advances a gang purpose.

19 (14) "In danger of foreclosure" means any of the following:

20 (a) The homeowner has defaulted on the mortgage and, under the
21 terms of the mortgage, the mortgagee has the right to accelerate full
22 payment of the mortgage and repossess, sell, or cause to be sold the
23 property;

24 (b) The homeowner is at least (~~thirty~~) 30 days delinquent on
25 any loan that is secured by the property; or

26 (c) The homeowner has a good faith belief that he or she is
27 likely to default on the mortgage within the upcoming four months due
28 to a lack of funds, and the homeowner has reported this belief to:

29 (i) The mortgagee;

30 (ii) A person licensed or required to be licensed under chapter
31 19.134 RCW;

32 (iii) A person licensed or required to be licensed under chapter
33 19.146 RCW;

34 (iv) A person licensed or required to be licensed under chapter
35 18.85 RCW;

36 (v) An attorney-at-law;

37 (vi) A mortgage counselor or other credit counselor licensed or
38 certified by any federal, state, or local agency; or

39 (vii) Any other party to a distressed property conveyance.

1 (15) "Landlord" means the owner, lessor, or sublessor of the
2 dwelling unit or the property of which it is a part, and in addition
3 means any person designated as representative of the owner, lessor,
4 or sublessor including, but not limited to, an agent, a resident
5 manager, or a designated property manager.

6 (16) "Mortgage" is used in the general sense and includes all
7 instruments, including deeds of trust, that are used to secure an
8 obligation by an interest in real property.

9 (17) "Orders" means written official military orders, or any
10 written notification, certification, or verification from the service
11 member's commanding officer, with respect to the service member's
12 current or future military status.

13 (18) "Owner" means one or more persons, jointly or severally, in
14 whom is vested:

15 (a) All or any part of the legal title to property; or

16 (b) All or part of the beneficial ownership, and a right to
17 present use and enjoyment of the property.

18 (19) "Permanent change of station" means: (a) Transfer to a unit
19 located at another port or duty station; (b) change in a unit's home
20 port or permanent duty station; (c) call to active duty for a period
21 not less than (~~ninety~~) 90 days; (d) separation; or (e) retirement.

22 (20) "Person" means an individual, group of individuals,
23 corporation, government, or governmental agency, business trust,
24 estate, trust, partnership, or association, two or more persons
25 having a joint or common interest, or any other legal or commercial
26 entity.

27 (21) "Premises" means a dwelling unit, appurtenances thereto,
28 grounds, and facilities held out for the use of tenants generally and
29 any other area or facility which is held out for use by the tenant.

30 (22) "Property" or "rental property" means all dwelling units on
31 a contiguous quantity of land managed by the same landlord as a
32 single, rental complex.

33 (23) "Prospective landlord" means a landlord or a person who
34 advertises, solicits, offers, or otherwise holds a dwelling unit out
35 as available for rent.

36 (24) "Prospective tenant" means a tenant or a person who has
37 applied for residential housing that is governed under this chapter.

38 (25) "Qualified inspector" means a United States department of
39 housing and urban development certified inspector; a Washington state
40 licensed home inspector; an American society of home inspectors

1 certified inspector; a private inspector certified by the national
2 association of housing and redevelopment officials, the American
3 association of code enforcement, or other comparable professional
4 association as approved by the local municipality; a municipal code
5 enforcement officer; a Washington licensed structural engineer; or a
6 Washington licensed architect.

7 (26) "Reasonable attorneys' fees," where authorized in this
8 chapter, means an amount to be determined including the following
9 factors: The time and labor required, the novelty and difficulty of
10 the questions involved, the skill requisite to perform the legal
11 service properly, the fee customarily charged in the locality for
12 similar legal services, the amount involved and the results obtained,
13 and the experience, reputation and ability of the lawyer or lawyers
14 performing the services.

15 (27) "Reasonable manner," with respect to disposing of a deceased
16 tenant's personal property, means to dispose of the property by
17 donation to a not-for-profit charitable organization, by removal of
18 the property by a trash hauler or recycler, or by any other method
19 that is reasonable under the circumstances.

20 (28) "Rent" or "rental amount" means recurring and periodic
21 charges identified in the rental agreement for the use and occupancy
22 of the premises, which may include charges for utilities. Except as
23 provided in RCW 59.18.283(3), these terms do not include nonrecurring
24 charges for costs incurred due to late payment, damages, deposits,
25 legal costs, or other fees, including attorneys' fees.

26 (29) "Rental agreement" or "lease" means all agreements which
27 establish or modify the terms, conditions, rules, regulations, or any
28 other provisions concerning the use and occupancy of a dwelling unit.

29 (30) "Service member" means an active member of the United States
30 armed forces, a member of a military reserve component, or a member
31 of the national guard who is either stationed in or a resident of
32 Washington state.

33 (31) A "single-family residence" is a structure maintained and
34 used as a single dwelling unit. Notwithstanding that a dwelling unit
35 shares one or more walls with another dwelling unit, it shall be
36 deemed a single-family residence if it has direct access to a street
37 and shares neither heating facilities nor hot water equipment, nor
38 any other essential facility or service, with any other dwelling
39 unit.

1 (32) A "tenant" is any person who is entitled to occupy a
2 dwelling unit primarily for living or dwelling purposes under a
3 rental agreement.

4 (33) "Tenant representative" means:

5 (a) A personal representative of a deceased tenant's estate if
6 known to the landlord;

7 (b) If the landlord has no knowledge that a personal
8 representative has been appointed for the deceased tenant's estate, a
9 person claiming to be a successor of the deceased tenant who has
10 provided the landlord with proof of death and an affidavit made by
11 the person that meets the requirements of RCW 11.62.010(2);

12 (c) In the absence of a personal representative under (a) of this
13 subsection or a person claiming to be a successor under (b) of this
14 subsection, a designated person; or

15 (d) In the absence of a personal representative under (a) of this
16 subsection, a person claiming to be a successor under (b) of this
17 subsection, or a designated person under (c) of this subsection, any
18 person who provides the landlord with reasonable evidence that he or
19 she is a successor of the deceased tenant as defined in RCW
20 11.62.005. The landlord has no obligation to identify all of the
21 deceased tenant's successors.

22 (34) "Tenant screening" means using a consumer report or other
23 information about a prospective tenant in deciding whether to make or
24 accept an offer for residential rental property to or from a
25 prospective tenant.

26 (35) "Tenant screening report" means a consumer report as defined
27 in RCW 19.182.010 and any other information collected by a tenant
28 screening service.

29 (36) "Immediate family" includes state registered domestic
30 partner, spouse, parents, grandparents, children, including foster
31 children, siblings, and in-laws.

32 (37) "Subsidized housing" refers to rental housing for very low-
33 income or low-income households that is a dwelling unit operated
34 directly by a public housing authority or its affiliate, or that is
35 insured, financed, or assisted in whole or in part through one of the
36 following sources:

37 (a) A federal program or state housing program administered by
38 the department of commerce or the Washington state housing finance
39 commission;

1 (b) A federal housing program administered by a city or county
2 government;

3 (c) An affordable housing levy authorized under RCW 84.52.105; or
4 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
5 any of the surcharges authorized in chapter 43.185C RCW.

6 (38) "Transitional housing" means housing units owned, operated,
7 or managed by a nonprofit organization or governmental entity in
8 which supportive services are provided to individuals and families
9 that were formerly homeless, with the intent to stabilize them and
10 move them to permanent housing within a period of not more than
11 twenty-four months, or longer if the program is limited to tenants
12 within a specified age range or the program is intended for tenants
13 in need of time to complete and transition from educational or
14 training or service programs.

15 NEW SECTION. Sec. 2. A new section is added to chapter 59.18
16 RCW to read as follows:

17 (1)(a) A landlord may not evict a tenant, refuse to continue a
18 tenancy, or end a periodic tenancy except for the causes enumerated
19 in subsection (2) of this section and as otherwise provided in this
20 subsection.

21 (b) If a landlord and tenant enter into a rental agreement that
22 provides for the tenancy to continue for an indefinite period on a
23 month-to-month or periodic basis after the agreement expires, the
24 landlord may not end the tenancy except for the causes enumerated in
25 subsection (2) of this section; however, a landlord may end such a
26 tenancy at the end of the initial period of the rental agreement
27 without cause only if:

28 (i) At the inception of the tenancy, the landlord and tenant
29 entered into a rental agreement between six and 12 months; and

30 (ii) The landlord has provided the tenant before the end of the
31 initial lease period at least 60 days' advance written notice ending
32 the tenancy, served in a manner consistent with RCW 59.12.040.

33 (c) If a landlord and tenant enter into a rental agreement for a
34 specified period in which the tenancy by the terms of the rental
35 agreement does not continue for an indefinite period on a month-to-
36 month or periodic basis after the end of the specified period, the
37 landlord may end such a tenancy without cause upon expiration of the
38 specified period only if:

1 (i) At the inception of the tenancy, the landlord and tenant
2 entered into a rental agreement of 12 months or more for a specified
3 period, or the landlord and tenant have continuously and without
4 interruption entered into successive rental agreements of six months
5 or more for a specified period since the inception of the tenancy;

6 (ii) The landlord has provided the tenant before the end of the
7 specified period at least 60 days' advance written notice that the
8 tenancy will be deemed expired at the end of such specified period,
9 served in a manner consistent with RCW 59.12.040; and

10 (iii) The tenancy has not been for an indefinite period on a
11 month-to-month or periodic basis at any point since the inception of
12 the tenancy. However, for any tenancy of an indefinite period in
13 existence as of the effective date of this section, if the landlord
14 and tenant enter into a rental agreement between the effective date
15 of this section and three months following the expiration of the
16 governor's proclamation 20-19.6 or any extensions thereof, the
17 landlord may exercise rights under this subsection (1)(c) as if the
18 rental agreement was entered into at the inception of the tenancy
19 provided that the rental agreement is otherwise in accordance with
20 this subsection (1)(c).

21 (d) For all other tenancies of a specified period not covered
22 under (b) or (c) of this subsection, and for tenancies of an
23 indefinite period on a month-to-month or periodic basis, a landlord
24 may not end the tenancy except for the causes enumerated in
25 subsection (2) of this section. Upon the end date of the tenancy of a
26 specified period, the tenancy becomes a month-to-month tenancy.

27 (e) Nothing prohibits a landlord and tenant from entering into
28 subsequent lease agreements that are in compliance with the
29 requirements in subsection (2) of this section.

30 (f) A tenant may end a tenancy for a specified time by providing
31 notice in writing not less than 20 days prior to the ending date of
32 the specified time.

33 (2) The following reasons listed in this subsection constitute
34 cause pursuant to subsection (1) of this section:

35 (a) The tenant continues in possession in person or by subtenant
36 after a default in the payment of rent, and after written notice
37 requiring, in the alternative, the payment of the rent or the
38 surrender of the detained premises has remained uncomplied with for
39 the period set forth in RCW 59.12.030(3) for tenants subject to this

1 chapter. The written notice may be served at any time after the rent
2 becomes due;

3 (b) The tenant continues in possession after substantial breach
4 of a material program requirement of subsidized housing, material
5 term subscribed to by the tenant within the lease or rental
6 agreement, or a tenant obligation imposed by law, other than one for
7 monetary damages, and after the landlord has served written notice
8 specifying the acts or omissions constituting the breach and
9 requiring, in the alternative, that the breach be remedied or the
10 rental agreement will end, and the breach has not been adequately
11 remedied by the date specified in the notice, which date must be at
12 least 10 days after service of the notice;

13 (c) The tenant continues in possession after having received at
14 least three days' advance written notice to quit after he or she
15 commits or permits waste or nuisance upon the premises, unlawful
16 activity that affects the use and enjoyment of the premises, or other
17 substantial or repeated and unreasonable interference with the use
18 and enjoyment of the premises by the landlord or neighbors of the
19 tenant;

20 (d) The tenant continues in possession after the landlord of a
21 dwelling unit in good faith seeks possession so that the owner or his
22 or her immediate family may occupy the unit as that person's
23 principal residence and no substantially equivalent unit is vacant
24 and available to house the owner or his or her immediate family in
25 the same building, and the owner has provided at least 90 days'
26 advance written notice of the date the tenant's possession is to end.
27 There is a rebuttable presumption that the owner did not act in good
28 faith if the owner or immediate family fails to occupy the unit as a
29 principal residence for at least 60 consecutive days during the 90
30 days immediately after the tenant vacated the unit pursuant to a
31 notice to vacate using this subsection (2)(d) as the cause for the
32 lease ending;

33 (e) The tenant continues in possession after the owner elects to
34 sell a single-family residence and the landlord has provided at least
35 90 days' advance written notice of the date the tenant's possession
36 is to end. For the purposes of this subsection (2)(e), an owner
37 "elects to sell" when the owner makes reasonable attempts to sell the
38 dwelling within 30 days after the tenant has vacated, including, at a
39 minimum, listing it for sale at a reasonable price with a realty
40 agency or advertising it for sale at a reasonable price by listing it

1 on the real estate multiple listing service. There shall be a
2 rebuttable presumption that the owner did not intend to sell the unit
3 if:

4 (i) Within 30 days after the tenant has vacated, the owner does
5 not list the single-family dwelling unit for sale at a reasonable
6 price with a realty agency or advertise it for sale at a reasonable
7 price by listing it on the real estate multiple listing service; or

8 (ii) Within 90 days after the date the tenant vacated or the date
9 the property was listed for sale, whichever is later, the owner
10 withdraws the rental unit from the market, the landlord rents the
11 unit to someone other than the former tenant, or the landlord
12 otherwise indicates that the owner does not intend to sell the unit;

13 (f) The tenant continues in possession of the premises after the
14 landlord serves the tenant with advance written notice pursuant to
15 RCW 59.18.200(2)(c);

16 (g) The tenant continues in possession after the owner elects to
17 withdraw the premises to pursue a conversion pursuant to RCW
18 64.34.440 or 64.90.655;

19 (h) The tenant continues in possession, after the landlord has
20 provided at least 30 days' advance written notice to vacate that: (i)
21 The premises has been certified or condemned as uninhabitable by a
22 local agency charged with the authority to issue such an order; and
23 (ii) continued habitation of the premises would subject the landlord
24 to civil or criminal penalties. However, if the terms of the local
25 agency's order do not allow the landlord to provide at least 30 days'
26 advance written notice, the landlord must provide as much advance
27 written notice as is possible and still comply with the order;

28 (i) The tenant continues in possession after an owner or lessor,
29 with whom the tenant shares the dwelling unit or access to a common
30 kitchen or bathroom area, has served at least 20 days' advance
31 written notice to vacate prior to the end of the rental term or, if a
32 periodic tenancy, the end of the rental period;

33 (j) The tenant continues in possession of a dwelling unit in
34 transitional housing after having received at least 30 days' advance
35 written notice to vacate in advance of the expiration of the
36 transitional housing program, the tenant has aged out of the
37 transitional housing program, or the tenant has completed an
38 educational or training or service program and is no longer eligible
39 to participate in the transitional housing program. Nothing in this

1 subsection (2)(j) prohibits the ending of a tenancy in transitional
2 housing for any of the other causes specified in this subsection;

3 (k) The tenant continues in possession of a dwelling unit after
4 the expiration of a rental agreement without signing a proposed new
5 rental agreement proffered by the landlord; provided, that the
6 landlord proffered the proposed new rental agreement at least 30 days
7 prior to the expiration of the current rental agreement and that any
8 new terms and conditions of the proposed new rental agreement are
9 reasonable. This subsection (2)(k) does not apply to tenants whose
10 tenancies are or have become periodic;

11 (l) The tenant continues in possession after having received at
12 least 30 days' advance written notice to vacate due to intentional,
13 knowing, and material misrepresentations or omissions made on the
14 tenant's application at the inception of the tenancy that, had these
15 misrepresentations or omissions not been made, would have resulted in
16 the landlord requesting additional information or taking an adverse
17 action;

18 (m) The tenant continues in possession after having received at
19 least 60 days' advance written notice to vacate for other good cause
20 prior to the end of the period or rental agreement and such cause
21 constitutes a legitimate economic or business reason not covered or
22 related to a basis for ending the lease as enumerated under this
23 subsection (2). When the landlord relies on this basis for ending the
24 tenancy, the court may stay any writ of restitution for up to 60
25 additional days for good cause shown, including difficulty procuring
26 alternative housing. The court must condition such a stay upon the
27 tenant's continued payment of rent during the stay period. Upon
28 granting such a stay, the court must award court costs and fees as
29 allowed under this chapter;

30 (n)(i) The tenant continues in possession after having received
31 at least 60 days' written notice to vacate prior to the end of the
32 period or rental agreement and the tenant has committed four or more
33 of the following violations, other than ones for monetary damages,
34 within the preceding 12-month period, the tenant has remedied or
35 cured the violation, and the landlord has provided the tenant a
36 written warning notice at the time of each violation: A substantial
37 breach of a material program requirement of subsidized housing, a
38 substantial breach of a material term subscribed to by the tenant
39 within the lease or rental agreement, or a substantial breach of a
40 tenant obligation imposed by law;

1 (ii) Each written warning notice must:
2 (A) Specify the violation;
3 (B) Provide the tenant an opportunity to cure the violation;
4 (C) State that the landlord may choose to end the tenancy at the
5 end of the rental term if there are four violations within a 12-month
6 period preceding the end of the term; and
7 (D) State that correcting the fourth or subsequent violation is
8 not a defense to the ending of the lease under this subsection;
9 (iii) The 60-day notice to vacate must:
10 (A) State that the rental agreement will end upon the specified
11 ending date for the rental term or upon a designated date not less
12 than 60 days after the delivery of the notice, whichever is later;
13 (B) Specify the reason for ending the lease and supporting facts;
14 and
15 (C) Be served to the tenant concurrent with or after the fourth
16 or subsequent written warning notice;
17 (iv) The notice under this subsection must include all notices
18 supporting the basis of ending the lease;
19 (v) Any notices asserted under this subsection must pertain to
20 four or more separate incidents or occurrences; and
21 (vi) This subsection (2)(n) does not absolve a landlord from
22 demonstrating by admissible evidence that the four or more violations
23 constituted breaches under (b) of this subsection at the time of the
24 violation had the tenant not remedied or cured the violation;
25 (o) The tenant continues in possession after having received at
26 least 60 days' advance written notice to vacate prior to the end of
27 the rental period or rental agreement if the tenant is required to
28 register as a sex offender during the tenancy, or failed to disclose
29 a requirement to register as a sex offender when required in the
30 rental application or otherwise known to the property owner at the
31 beginning of the tenancy;
32 (p) The tenant continues in possession after having received at
33 least 20 days' advance written notice to vacate prior to the end of
34 the rental period or rental agreement if the tenant has made unwanted
35 sexual advances or other acts of sexual harassment directed at the
36 property owner, property manager, property employee, or another
37 tenant based on the person's race, gender, or other protected status
38 in violation of any covenant or term in the lease.
39 (3) When a tenant has permanently vacated due to voluntary or
40 involuntary events, other than by the ending of the tenancy by the

1 landlord, a landlord must serve a notice to any remaining occupants
2 who had coresided with the tenant at least six months prior to and up
3 to the time the tenant permanently vacated, requiring the occupants
4 to either apply to become a party to the rental agreement or vacate
5 within 30 days of service of such notice. In processing any
6 application from a remaining occupant under this subsection, the
7 landlord may require the occupant to meet the same screening,
8 background, and financial criteria as would any other prospective
9 tenant to continue the tenancy. If the occupant fails to apply within
10 30 days of receipt of the notice in this subsection, or the
11 application is denied for failure to meet the criteria, the landlord
12 may commence an unlawful detainer action under this chapter. If an
13 occupant becomes a party to the tenancy pursuant to this subsection,
14 a landlord may not end the tenancy except as provided under
15 subsection (2) of this section. This subsection does not apply to
16 tenants residing in subsidized housing.

17 (4) A landlord who removes a tenant or causes a tenant to be
18 removed from a dwelling in any way in violation of this section is
19 liable to the tenant for wrongful eviction, and the tenant prevailing
20 in such an action is entitled to the greater of their economic and
21 noneconomic damages or three times the monthly rent of the dwelling
22 at issue, and reasonable attorneys' fees and court costs.

23 (5) Nothing in subsection (2)(d), (e), or (f) of this section
24 permits a landlord to end a tenancy for a specified period before the
25 completion of the term unless the landlord and the tenant mutually
26 consent, in writing, to ending the tenancy early and the tenant is
27 afforded at least 60 days to vacate.

28 (6) All written notices required under subsection (2) of this
29 section must:

30 (a) Be served in a manner consistent with RCW 59.12.040; and

31 (b) Identify the facts and circumstances known and available to
32 the landlord at the time of the issuance of the notice that support
33 the cause or causes with enough specificity so as to enable the
34 tenant to respond and prepare a defense to any incidents alleged. The
35 landlord may present additional facts and circumstances regarding the
36 allegations within the notice if such evidence was unknown or
37 unavailable at the time of the issuance of the notice.

38 **Sec. 3.** RCW 59.18.200 and 2019 c 339 s 1 and 2019 c 23 s 2 are
39 each reenacted and amended to read as follows:

1 (1) (a) When premises are rented for an indefinite time, with
2 monthly or other periodic rent reserved, such tenancy shall be
3 construed to be a tenancy from month to month, or from period to
4 period on which rent is payable, and shall ~~((be terminated))~~ end by
5 written notice of ~~((twenty))~~ 20 days or more, preceding the end of
6 any of the months or periods of tenancy, given by ~~((either party))~~
7 the tenant to the ~~((other))~~ landlord.

8 (b) Any tenant who is a member of the armed forces, including the
9 national guard and armed forces reserves, or that tenant's spouse or
10 dependent, may ~~((terminate))~~ end a rental agreement with less than
11 ~~((twenty))~~ 20 days' written notice if the tenant receives permanent
12 change of station or deployment orders that do not allow a ~~((twenty))~~
13 20-day written notice.

14 (2) (a) Whenever a landlord plans to change to a policy of
15 excluding children, the landlord shall give a written notice to a
16 tenant at least ~~((ninety))~~ 90 days before ~~((termination of))~~ the
17 tenancy ends to effectuate such change in policy. Such ~~((ninety))~~ 90-
18 day notice shall be in lieu of the notice required by subsection (1)
19 of this section. However, if after giving the ~~((ninety))~~ 90-day
20 notice the change in policy is delayed, the notice requirements of
21 subsection (1) of this section shall apply unless waived by the
22 tenant.

23 (b) Whenever a landlord plans to change any apartment or
24 apartments to a condominium form of ownership, the landlord shall
25 provide a written notice to a tenant at least ~~((one hundred twenty))~~
26 120 days before ~~((termination of))~~ the tenancy ends, in compliance
27 with RCW 64.34.440(1), to effectuate such change. The ~~((one hundred
28 twenty-day))~~ 120-day notice is in lieu of the notice required in
29 subsection (1) of this section. However, if after providing the ~~((one
30 hundred twenty-day))~~ 120-day notice the change to a condominium form
31 of ownership is delayed, the notice requirements in subsection (1) of
32 this section apply unless waived by the tenant.

33 (c) (i) Whenever a landlord plans to demolish or substantially
34 rehabilitate premises or plans a change of use of premises, the
35 landlord shall provide a written notice to a tenant at least ~~((one
36 hundred twenty))~~ 120 days before ~~((termination of))~~ the tenancy ends.
37 This subsection (2) (c) (i) does not apply to jurisdictions that have
38 created a relocation assistance program under RCW 59.18.440 and
39 otherwise provide ~~((one hundred twenty))~~ 120 days' notice.

40 (ii) For purposes of this subsection (2) (c):

1 (A) "Assisted housing development" means a multifamily rental
2 housing development that either receives government assistance and is
3 defined as federally assisted housing in RCW 59.28.020, or that
4 receives other federal, state, or local government assistance and is
5 subject to use restrictions.

6 (B) "Change of use" means: (I) Conversion of any premises from a
7 residential use to a nonresidential use that results in the
8 displacement of an existing tenant; (II) conversion from one type of
9 residential use to another type of residential use that results in
10 the displacement of an existing tenant, such as conversion to a
11 retirement home, emergency shelter, or transient hotel; or (III)
12 conversion following removal of use restrictions from an assisted
13 housing development that results in the displacement of an existing
14 tenant: PROVIDED, That displacement of an existing tenant in order
15 that the owner or a member of the owner's immediate family may occupy
16 the premises does not constitute a change of use.

17 (C) "Demolish" means the destruction of premises or the
18 relocation of premises to another site that results in the
19 displacement of an existing tenant.

20 (D) "Substantially rehabilitate" means extensive structural
21 repair or extensive remodeling of premises that requires a permit
22 such as a building, electrical, plumbing, or mechanical permit, and
23 that results in the displacement of an existing tenant.

24 ~~((3) A person in violation of subsection (2)(c)(i) of this
25 section may be held liable in a civil action up to three times the
26 monthly rent of the real property at issue. The prevailing party may
27 also recover court costs and reasonable attorneys' fees.))~~

28 **Sec. 4.** RCW 59.18.220 and 2019 c 23 s 3 are each amended to read
29 as follows:

30 (1) ~~((In all))~~ Except as limited under section 2 of this act, in
31 cases where premises are rented for a specified time, by express or
32 implied contract, the tenancy shall be deemed ~~((terminated))~~ expired
33 at the end of such specified time upon notice consistent with section
34 2 of this act, served in a manner consistent with RCW 59.12.040.

35 (2) Any tenant who is a member of the armed forces, including the
36 national guard and armed forces reserves, or that tenant's spouse or
37 dependent, may ~~((terminate))~~ end a tenancy for a specified time if
38 the tenant receives permanent change of station or deployment orders.
39 Before ~~((terminating))~~ ending the tenancy, the tenant, or that

1 tenant's spouse or dependent, shall provide written notice of
2 (~~twenty~~) 20 days or more to the landlord, which notice shall
3 include a copy of the official military orders or a signed letter
4 from the service member's commanding officer confirming any of the
5 following criteria are met:

6 (a) The service member is required, pursuant to a permanent
7 change of station orders, to move (~~thirty-five~~) 35 miles or more
8 from the location of the rental premises;

9 (b) The service member is prematurely or involuntarily discharged
10 or released from active duty;

11 (c) The service member is released from active duty after having
12 leased the rental premises while on active duty status and the rental
13 premises is (~~thirty-five~~) 35 miles or more from the service
14 member's home of record prior to entering active duty;

15 (d) After entering into a rental agreement, the commanding
16 officer directs the service member to move into government provided
17 housing;

18 (e) The service member receives temporary duty orders, temporary
19 change of station orders, or active duty orders to an area (~~thirty-~~
20 ~~five~~) 35 miles or more from the location of the rental premises,
21 provided such orders are for a period not less than (~~ninety~~) 90
22 days; or

23 (f) The service member has leased the property, but prior to
24 taking possession of the rental premises, receives change of station
25 orders to an area that is (~~thirty-five~~) 35 miles or more from the
26 location of the rental premises.

27 **Sec. 5.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are
28 each reenacted and amended to read as follows:

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

35 (b) A landlord may not threaten a tenant with eviction for
36 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

38 (a) Agrees to waive or to forgo rights or remedies under this
39 chapter; or

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

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

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

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

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

16 (3) A provision prohibited by subsection (2) of this section
17 included in a rental agreement is unenforceable. If a landlord
18 (~~deliberately~~) knowingly uses a rental agreement containing
19 provisions known by him or her to be prohibited, the tenant may
20 recover actual damages sustained by him or her, statutory damages not
21 to exceed (~~five hundred dollars~~) two times the monthly rent charged
22 for the unit, costs of suit, and reasonable attorneys' fees.

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

38 In any action, including actions pursuant to chapters 7.64 or
39 12.28 RCW, brought by a tenant or other person to recover possession
40 of his or her personal property taken or detained by a landlord in

1 violation of this section, the court, upon motion and after notice to
2 the opposing parties, may waive or reduce any bond requirements where
3 it appears to be to the satisfaction of the court that the moving
4 party is proceeding in good faith and has, prima facie, a meritorious
5 claim for immediate delivery or redelivery of said property.

6 **Sec. 6.** RCW 59.12.030 and 2019 c 356 s 2 are each amended to
7 read as follows:

8 ((A)) Except as limited under section 2 of this act relating to
9 tenancies under chapter 59.18 RCW, a tenant of real property for a
10 term less than life is liable for unlawful detainer either:

11 (1) When he or she holds over or continues in possession, in
12 person or by subtenant, of the property or any part thereof after the
13 expiration of the term for which it is let to him or her. When real
14 property is leased for a specified term or period by express or
15 implied contract, whether written or oral, the tenancy shall ((be
16 terminated)) end without notice at the expiration of the specified
17 term or period;

18 (2) When he or she, having leased property for an indefinite time
19 with monthly or other periodic rent reserved, continues in possession
20 thereof, in person or by subtenant, after the end of any such month
21 or period, when the landlord, more than ((twenty)) 20 days prior to
22 the end of such month or period, has served notice (in manner in RCW
23 59.12.040 provided) requiring him or her to quit the premises at the
24 expiration of such month or period;

25 (3) When he or she continues in possession in person or by
26 subtenant after a default in the payment of rent, and after notice in
27 writing requiring in the alternative the payment of the rent or the
28 surrender of the detained premises, served (in manner in RCW
29 59.12.040 provided) on behalf of the person entitled to the rent upon
30 the person owing it, has remained uncomplied with for the period of
31 three days after service, or for the period of ((fourteen)) 14 days
32 after service for tenancies under chapter 59.18 RCW. The notice may
33 be served at any time after the rent becomes due. For the purposes of
34 this subsection and as applied to tenancies under chapter 59.18 RCW,
35 "rent" has the same meaning as defined in RCW 59.18.030;

36 (4) When he or she continues in possession in person or by
37 subtenant after a neglect or failure to keep or perform any condition
38 or covenant of the lease or agreement under which the property is
39 held, including any covenant not to assign or sublet, other than one

1 for the payment of rent, and after notice in writing requiring in the
2 alternative the performance of such condition or covenant or the
3 surrender of the property, served (in manner in RCW 59.12.040
4 provided) upon him or her, and if there is a subtenant in actual
5 possession of the premises, also upon such subtenant, shall remain
6 uncomplied with for (~~ten~~) 10 days after service thereof. Within
7 (~~ten~~) 10 days after the service of such notice the tenant, or any
8 subtenant in actual occupation of the premises, or any mortgagee of
9 the term, or other person interested in its continuance, may perform
10 such condition or covenant and thereby save the lease from such
11 forfeiture. For the purposes of this subsection and as applied to
12 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
13 defined in RCW 59.18.030;

14 (5) When he or she commits or permits waste upon the demised
15 premises, or when he or she sets up or carries on thereon any
16 unlawful business, or when he or she erects, suffers, permits, or
17 maintains on or about the premises any nuisance, and remains in
18 possession after the service (in manner in RCW 59.12.040 provided)
19 upon him or her of three days' notice to quit;

20 (6) A person who, without the permission of the owner and without
21 having color of title thereto, enters upon land of another and who
22 fails or refuses to remove therefrom after three days' notice, in
23 writing and served upon him or her in the manner provided in RCW
24 59.12.040. Such person may also be subject to the criminal provisions
25 of chapter 9A.52 RCW; or

26 (7) When he or she commits or permits any gang-related activity
27 at the premises as prohibited by RCW 59.18.130.

28 NEW SECTION. **Sec. 7.** This act is necessary for the immediate
29 preservation of the public peace, health, or safety, or support of
30 the state government and its existing public institutions, and takes
31 effect immediately.

Passed by the House April 13, 2021.
Passed by the Senate April 8, 2021.
Approved by the Governor May 10, 2021.
Filed in Office of Secretary of State May 10, 2021.

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STATE OF WASHINGTON
— OFFICE OF GOVERNOR JAY INSLEE —

**EMERGENCY PROCLAMATION BY THE GOVERNOR
AMENDING PROCLAMATIONS 20-05 and 21-09**

21-09.01

Tenancy Preservation – A Bridge to E2SSB 5160

WHEREAS, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to persist throughout Washington State; and

WHEREAS, the COVID-19 pandemic caused a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our State's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

WHEREAS, many in our workforce were impacted by these layoffs and substantially reduced work hours, and economic hardship disproportionately affected low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, members of our workforce who are unable to pay rent due to the COVID-19 pandemic face an increased risk of being evicted from their homes, and the resulting increases in life, health and safety risks; and

WHEREAS, to avoid unnecessary and avoidable economic hardship to landlords, property owners, and property managers who are economically impacted by the COVID-19 pandemic, tenants, residents, and renters who are not materially affected by COVID-19 should and must continue to pay rent; and

WHEREAS, under RCW 59.12 (Unlawful Detainer), RCW 59.18 (Residential Landlord-Tenant Act), and RCW 59.20 (Manufactured/Mobile Home Landlord-Tenant Act), tenants seeking to avoid

default judgment in eviction hearings must appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, as Washington state recovers from the COVID-19 pandemic, the Legislature intends to provide housing stability through passage of Engrossed Second Substitute Senate Bill (E2SSB) 5160, Chapter 115, Laws of 2021, which bolsters tenant protections, and it further intends to preserve tenancies through passage of Engrossed Substitute House Bill (ESHB) 1236, Chapter 212, Laws of 2021, which enumerates allowable grounds for eviction under residential landlord-tenant law; and

WHEREAS, while almost 4.5 million Washingtonians have become fully vaccinated to limit the severity and spread of COVID-19, the state needs more of its residents to become vaccinated before this pandemic emergency will end; and

WHEREAS, currently, COVID-19 vaccines are authorized only for people 12 years of age and older, so children under 12 years of age cannot yet be vaccinated and must rely on low levels of community transmission and health measures including face coverings, physical distancing, and hand hygiene to reduce their risk for COVID-19; and

WHEREAS, genomic sequencing shows that variants of concern that are more transmissible and may cause more severe disease, including Alpha, Gamma, and Delta, now represent the majority of new COVID-19 cases in Washington state; and

WHEREAS, vaccination rates vary across the state, leaving communities with low vaccination rates at risk for ongoing transmission of COVID-19 and unvaccinated people in these communities at risk for illness, hospitalization, and death from COVID-19; and

WHEREAS, during the 2021 legislative session, the Legislature appropriated hundreds of millions of dollars from the federal American Rescue Plan Act (ARPA) in rental assistance, but the program to disperse those funds is still in its early stages of operation; and

WHEREAS, although tremendous progress has been made, at this time, neither the eviction resolution pilot program nor the right to counsel program as provided by E2SSB 5160 are operational statewide; and

WHEREAS, data from the Census Bureau Pulse Survey released on August 30, 2021, shows that 129,997 renters, or 8% of all Washington renters, are behind on rent. Over 55,000 of those households have children under the age of 18; and

WHEREAS, the state of Washington has implemented a Roadmap to Recovery to assist businesses restart and to increase hiring, yet unemployment remains roughly 5% with slow recovery in significant industry sectors; and

WHEREAS, the U.S. Department of Justice, Office of the Associate Attorney General, encourages courts to consider eviction diversion strategies that can help families avoid the disruption and damage caused by eviction, and directs courts to federal resources to help them navigate this crisis.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that as of the date of this proclamation the majority of available rental assistance funding has not yet been distributed, and that because full implementation of Senate Bill 5160 has not yet occurred, Proclamation 20-05 et seq. and 21-09, are hereby amended to temporarily impose certain prohibitions and shall continue to preserve residential tenancy until 11:59 p.m. on October 31, 2021, as provided herein.

I again direct that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented throughout State government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the Washington State Comprehensive Emergency Management Plan and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

ACCORDINGLY, based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, except where federal law requires otherwise, through 11:59 p.m. on October 31, 2021, I hereby prohibit the following activities related to residential dwellings in Washington State.

STATEMENT OF INTENT:

It is the intent of this order to bridge the operational gap between the eviction moratorium enacted by prior proclamations and the protections and programs subsequently enacted by the Legislature, and to reduce uncertainty as the state implements post-COVID-19 long-term housing recovery strategies contained in legislative enactments such as E2SSB 5160. To that end, any ambiguities contained in this proclamation shall be resolved by applying the processes, timelines, and definitions established in E2SSB 5160.

Furthermore, because the Legislature answered the call to help thousands of landlords and tenants who have endured great hardship during this pandemic by appropriating hundreds of millions of dollars (which are not yet fully disbursed to local communities) and establishing thorough and thoughtful programs to address the ongoing housing crisis (which programs are not yet operational statewide), I respectfully ask that local jurisdictions, rental assistance programs, eviction resolution

pilot programs, housing advocacy organizations, courts, landlords, and tenants work collaboratively, patiently, and in good faith to enable the Legislature’s remarkable efforts to be effectuated.

PAST RENT OWED (February 29, 2020 through July 31, 2021)

- If based in whole or in part on any arrears (rent owed) that accrued due to COVID-19 from February 29, 2020 through July 31, 2021, landlords, property owners, and property managers (collectively, landlords) are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate until both (1) a rental assistance program and an eviction resolution pilot program as contemplated by Section 7 of E2SSB 5160 have been implemented and are operational in the county in which the rental property is located; and (2) a tenant has been provided with, and has, since the effective date of this order, rejected or failed to respond within 14 days of receipt of such notice to an opportunity to participate in an operational rental assistance program and an operational eviction resolution pilot program provided by E2SSB 5160.
 - Attestation to program implementation shall be provided by each county rental assistance grant recipient to the Department of Commerce, and by each eviction resolution pilot program to the Administrative Office of the Courts, Office of Civil Legal Aid, and the Office of Financial Management, and such attestations shall be posted to the local county or court public-facing website.
 - Tenants must respond to landlords regarding establishing reasonable repayment plans and participate in eviction resolution programs per the timelines established in SB 5160.
 - Landlords and tenants are encouraged to address payment of rent through September 30, 2021, as part of the eviction resolution pilot program process.
 - There is a presumption that any rent payment made on or after August 1, 2021, is applied to current rent before applying toward arrears.
 - Each rental assistance program is authorized to share the application status of a tenant with the tenant’s landlord.
 - For purposes of this order, an operational rental assistance program means a program located in the county in which the rental property is located, is receiving or able to receive applications for rental assistance from eligible renters and landlords, is currently disbursing or is able to disburse funds, and remains open throughout the time period of this order.
 - For purposes of this order, an operational eviction resolution pilot program means a program that complies with the provisions of Section 7 of E2SSB 5160, is located in the county in which the property is located, is serving or is able to serve pilot program clients, and is located in a jurisdiction in which a standing judicial order of the relevant superior court exists. If an out-of-county resolution program is accepting out-of-county applications, a tenant and landlord may agree, but are not required, to use an operational eviction resolution program located in a different county.
 - In addition, both the in-county rental assistance programs and the eviction resolution pilot program must be accessible to persons with limited English proficiency (including access to appropriate professional interpreter services) and either

accessible to persons with disabilities or able to serve persons with disabilities by providing a reasonable accommodation.

ENFORCEABLE DEBT (February 29, 2020 through July 31, 2021)

- If based in whole or in part on any arrears that accrued due to COVID-19 from February 29, 2020 through July 31, 2021, landlords are prohibited from treating any unpaid rent or other charges related to a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was, in whole or in part, a result of the COVID-19 crisis, until such time as the landlord and tenant have been provided with an opportunity to resolve nonpayment of rent through a rental assistance program and an eviction resolution pilot program as provided by Section 7 of E2SSB 5160. This prohibition includes attempts to collect, or threats to collect, independently or through a collection agency, by filing an unlawful detainer or other judicial action, by withholding any portion of a security deposit, by reporting to credit bureaus, or by any other means.

FUTURE RENT OWED (August 1, 2021 through October 31, 2021)

- For rent accruing on August 1, 2021, or thereafter, it is the expectation that tenants will pay rent in full, negotiate a lesser amount or a payment plan with the tenant's landlord, or actively seek rental assistance if assistance is needed. For rent accruing on August 1, 2021, or thereafter, and unless an exception or other state law allows for eviction, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate, if, unless otherwise permitted by this order or under state law, a tenant has (1) made full payment of rent; or (2) made a partial payment of rent based on their individual economic circumstances as negotiated with the landlord; or (3) has a pending application for rental assistance that has not been fully processed; or (4) resides in a jurisdiction in which the rental assistance program is anticipating receipt of additional rental assistance resources but has not yet started their program or the rental assistance program is not yet accepting new applications for assistance.
 - There is a presumption that any rent payment made on or after August 1, 2021, is applied to current rent before applying toward arrears.
 - A landlord is not required to accept partial payment of rent but is required to offer a tenant a reasonable repayment plan under this order and pursuant to Section 4 of E2SSB 5160.
 - A rental assistance program is authorized to share the application status of a tenant with the tenant's landlord.

LATE FEES (February 29, 2020 through October 31, 2021)

- Landlords are prohibited from assessing, or threatening to assess, late fees for the non-payment or late payment of rent or other charges related to a dwelling where such non-payment or late payment occurred due to COVID-19 on or after February 29, 2020, through October 31, 2021.

RENT INCREASES (February 29, 2020 through October 31, 2021)

- While this order does not prohibit rent increases, any rent notice increases that were prohibited pursuant to Proclamation 20-19 et seq., continue to be prohibited and may not be retroactively imposed. Any rent increases issued within the effective dates of this order must conform to RCW 59.18.140. Landlords accepting funds through state and/or federal rent assistance program may be prohibited from increasing rents as part of state or local program guidelines.

WRITTEN NOTICE OF RESOURCES AND PROGRAMS (February 29, 2020 through October 31, 2021)

- For rent owed that accrued due to COVID-19 on or after February 29, 2020, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate without first providing the tenant with written notice of the funding resources and programs established in E2SSB 5160. The written material may be provided in hard copy or electronically. Links to these materials may also be found on the Washington state Attorney General Office’s website.

REASONABLE REPAYMENT PLANS (February 29, 2020 through October 31, 2021)

- For rent owed that accrued due to COVID-19 on or after February 29, 2020, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate if the landlord has made no attempt to establish a reasonable repayment plan with the tenant per E2SSB 5160, or if they cannot agree on a plan and no local eviction resolution pilot program per E2SSB 5160 exists.
 - “Reasonable repayment plan” has the same meaning as “reasonable schedule for repayment,” as defined in Section 4 of E2SSB 5160, and means a repayment plan or schedule for unpaid rent that does not exceed monthly payments equal to one-third of the monthly rental charges during the period of accrued debt.
 - Tenants must respond to landlords within 14 days of the landlord’s offer, per the timeline established in E2SSB 5160.
 - If a tenant fails to accept the terms of a reasonable repayment plan or if the tenant defaults on any rent owed under a repayment plan, a landlord must first provide notice to the tenant informing the tenant of the eviction resolution pilot program, and then follow the procedures provided by E2SSB 5160, before filing an unlawful detainer action. The pilot program must be operational at the time the notice is sent and must be able to provide the tenant with an opportunity to participate in the program.

PERMISSIBLE UNLAWFUL DETAINER ACTIONS

- Excepting the prohibitions stated herein, all other allowable evictions under ESHB 1236 and the current Residential Landlord-Tenant Act (RCW 59.18) and Manufactured/Mobile Home Landlord-Tenant Act (RCW 59.20) may proceed as otherwise allowed by law.

LOCAL LAW ENFORCEMENT

- Local law enforcement entities are prohibited from serving, threatening to serve, or otherwise acting on eviction orders affecting any dwelling unless the eviction order, including a writ of restitution, contains a finding that the landlord has complied with this order and the unlawful detainer action is permitted under this order.

COMMUNICATIONS

- Nothing in this order precludes a landlord from engaging in customary and routine communications with tenants. “Customary and routine” means communication practices that were in place prior to the issuance of Emergency Proclamation 20-19 on March 18, 2020, but only to the extent that those communications reasonably notify a tenant of upcoming rent that is due; provide notice of community events, news, or updates; document a lease violation; are related to negotiating a reasonable repayment plan or other program provided by E2SSB 5160; or are otherwise consistent with this order. Within these communications and parameters, landlords may provide information to tenants regarding financial resources, including coordinating with tenants in applying for rent assistance through the state’s Emergency Rent Assistance Program (ERAP) or an alternative rent assistance program, and to provide tenants with information on how to engage with them in discussions regarding reasonable repayment plans as described in this order.
- Tenants must respond to landlords regarding establishing reasonable repayment plans and participation in eviction resolution programs per the timelines established in SB 5160.

RETALIATION

- Landlords are prohibited from retaliating against individuals for invoking their rights or protections under Proclamations 21-09 et seq., Proclamations 20-19 et seq., or any other state or federal law providing rights or protections for residential dwellings.

RIGHT TO COUNSEL

- Nothing in this order modifies the requirement in Section 8 of E2SSB 5160 that a court must appoint an attorney for an indigent tenant in an unlawful detainer proceeding while this order is in effect.

EXCLUSIONS

- This order and these prohibitions do not apply to emergency shelters where length of stay is conditioned upon a resident’s participation in, and compliance with, a supportive services program. Emergency shelters should make every effort to work with shelter clients to find alternate housing solutions. In addition, this order and these prohibitions do not apply to long-term care facilities licensed or certified by Department of Social and Health Services; transient housing in hotels and motels; “Airbnbs”; motor homes; RVs; public lands; and camping areas.

