

SHB 1453 - H AMD 103

By Representative Macri

ADOPTED 03/05/2019

1 Strike everything after the enacting clause and insert the
2 following:

3 **"Sec. 1.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to
4 read as follows:

5 A tenant of real property for a term less than life is (~~guilty~~
6 ~~of~~) liable for unlawful detainer either:

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

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

21 (3) When he or she continues in possession in person or by
22 subtenant after a default in the payment of rent, and after notice in
23 writing requiring in the alternative the payment of the rent or the
24 surrender of the detained premises, served (in manner in RCW
25 59.12.040 provided) in behalf of the person entitled to the rent upon
26 the person owing it, has remained uncomplished with for the period of
27 three days after service thereof, or for the period of fourteen days
28 after service for tenancies under chapter 59.18 RCW. The notice may
29 be served at any time after the rent becomes due;

30 (4) When he or she continues in possession in person or by
31 subtenant after a neglect or failure to keep or perform any other
32 condition or covenant of the lease or agreement under which the

1 property is held, including any covenant not to assign or sublet,
2 than one for the payment of rent, and after notice in writing
3 requiring in the alternative the performance of such condition or
4 covenant or the surrender of the property, served (in manner in RCW
5 59.12.040 provided) upon him or her, and if there is a subtenant in
6 actual possession of the premises, also upon such subtenant, shall
7 remain uncomplied with for ten days after service thereof. Within ten
8 days after the service of such notice the tenant, or any subtenant in
9 actual occupation of the premises, or any mortgagee of the term, or
10 other person interested in its continuance, may perform such
11 condition or covenant and thereby save the lease from such
12 forfeiture;

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

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

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

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

29 Every notice served pursuant to RCW 59.12.030(3) must be
30 accompanied by a notice in substantially the following form:

31 **"FOURTEEN-DAY NOTICE TO PAY RENT AND/OR UTILITIES OR VACATE THE**
32 **PREMISES**

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

36 **The monthly rent amount is \$ (dollar amount).**

37 **Rent due for (list month(s)):** **\$ (dollar amount)**

38 **AND/OR**

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

1 **Sec. 4.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and
2 amended to read as follows:

3 As used in this chapter:

4 (1) "Certificate of inspection" means an unsworn statement,
5 declaration, verification, or certificate made in accordance with the
6 requirements of RCW 9A.72.085 by a qualified inspector that states
7 that the landlord has not failed to fulfill any substantial
8 obligation imposed under RCW 59.18.060 that endangers or impairs the
9 health or safety of a tenant, including (a) structural members that
10 are of insufficient size or strength to carry imposed loads with
11 safety, (b) exposure of the occupants to the weather, (c) plumbing
12 and sanitation defects that directly expose the occupants to the risk
13 of illness or injury, (d) not providing facilities adequate to supply
14 heat and water and hot water as reasonably required by the tenant,
15 (e) providing heating or ventilation systems that are not functional
16 or are hazardous, (f) defective, hazardous, or missing electrical
17 wiring or electrical service, (g) defective or hazardous exits that
18 increase the risk of injury to occupants, and (h) conditions that
19 increase the risk of fire.

20 (2) "Commercially reasonable manner," with respect to a sale of a
21 deceased tenant's personal property, means a sale where every aspect
22 of the sale, including the method, manner, time, place, and other
23 terms, must be commercially reasonable. If commercially reasonable, a
24 landlord may sell the tenant's property by public or private
25 proceedings, by one or more contracts, as a unit or in parcels, and
26 at any time and place and on any terms.

27 (3) "Comprehensive reusable tenant screening report" means a
28 tenant screening report prepared by a consumer reporting agency at
29 the direction of and paid for by the prospective tenant and made
30 available directly to a prospective landlord at no charge, which
31 contains all of the following: (a) A consumer credit report prepared
32 by a consumer reporting agency within the past thirty days; (b) the
33 prospective tenant's criminal history; (c) the prospective tenant's
34 eviction history; (d) an employment verification; and (e) the
35 prospective tenant's address and rental history.

36 (4) "Criminal history" means a report containing or summarizing
37 (a) the prospective tenant's criminal convictions and pending cases,
38 the final disposition of which antedates the report by no more than
39 seven years, and (b) the results of a sex offender registry and
40 United States department of the treasury's office of foreign assets

1 control search, all based on at least seven years of address history
2 and alias information provided by the prospective tenant or available
3 in the consumer credit report.

4 (5) "Designated person" means a person designated by the tenant
5 under RCW 59.18.590.

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

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

9 (8) "Distressed home purchaser" has the same meaning as in RCW
10 61.34.020.

11 (9) "Dwelling unit" is a structure or that part of a structure
12 which is used as a home, residence, or sleeping place by one person
13 or by two or more persons maintaining a common household, including
14 but not limited to single-family residences and units of multiplexes,
15 apartment buildings, and mobile homes.

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

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

27 (12) "Gang-related activity" means any activity that occurs
28 within the gang or advances a gang purpose.

29 (13) "In danger of foreclosure" means any of the following:

30 (a) The homeowner has defaulted on the mortgage and, under the
31 terms of the mortgage, the mortgagee has the right to accelerate full
32 payment of the mortgage and repossess, sell, or cause to be sold the
33 property;

34 (b) The homeowner is at least thirty days delinquent on any loan
35 that is secured by the property; or

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

39 (i) The mortgagee;

- 1 (ii) A person licensed or required to be licensed under chapter
2 19.134 RCW;
- 3 (iii) A person licensed or required to be licensed under chapter
4 19.146 RCW;
- 5 (iv) A person licensed or required to be licensed under chapter
6 18.85 RCW;
- 7 (v) An attorney-at-law;
- 8 (vi) A mortgage counselor or other credit counselor licensed or
9 certified by any federal, state, or local agency; or
- 10 (vii) Any other party to a distressed property conveyance.
- 11 (14) "Landlord" means the owner, lessor, or sublessor of the
12 dwelling unit or the property of which it is a part, and in addition
13 means any person designated as representative of the owner, lessor,
14 or sublessor including, but not limited to, an agent, a resident
15 manager, or a designated property manager.
- 16 (15) "Mortgage" is used in the general sense and includes all
17 instruments, including deeds of trust, that are used to secure an
18 obligation by an interest in real property.
- 19 (16) "Owner" means one or more persons, jointly or severally, in
20 whom is vested:
- 21 (a) All or any part of the legal title to property; or
- 22 (b) All or part of the beneficial ownership, and a right to
23 present use and enjoyment of the property.
- 24 (17) "Person" means an individual, group of individuals,
25 corporation, government, or governmental agency, business trust,
26 estate, trust, partnership, or association, two or more persons
27 having a joint or common interest, or any other legal or commercial
28 entity.
- 29 (18) "Premises" means a dwelling unit, appurtenances thereto,
30 grounds, and facilities held out for the use of tenants generally and
31 any other area or facility which is held out for use by the tenant.
- 32 (19) "Property" or "rental property" means all dwelling units on
33 a contiguous quantity of land managed by the same landlord as a
34 single, rental complex.
- 35 (20) "Prospective landlord" means a landlord or a person who
36 advertises, solicits, offers, or otherwise holds a dwelling unit out
37 as available for rent.
- 38 (21) "Prospective tenant" means a tenant or a person who has
39 applied for residential housing that is governed under this chapter.

1 (22) "Qualified inspector" means a United States department of
2 housing and urban development certified inspector; a Washington state
3 licensed home inspector; an American society of home inspectors
4 certified inspector; a private inspector certified by the national
5 association of housing and redevelopment officials, the American
6 association of code enforcement, or other comparable professional
7 association as approved by the local municipality; a municipal code
8 enforcement officer; a Washington licensed structural engineer; or a
9 Washington licensed architect.

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

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

23 (25) "Rent" or "rental amount" means recurring and periodic
24 charges for use and occupancy of the premises, and may include
25 charges for utilities. These terms do not include charges for costs
26 incurred due to late payment, damages, deposits, legal costs, or
27 other fees, including attorneys' fees.

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

31 ((+26+)) (27) A "single-family residence" is a structure
32 maintained and used as a single dwelling unit. Notwithstanding that a
33 dwelling unit shares one or more walls with another dwelling unit, it
34 shall be deemed a single-family residence if it has direct access to
35 a street and shares neither heating facilities nor hot water
36 equipment, nor any other essential facility or service, with any
37 other dwelling unit.

38 ((+27+)) (28) A "tenant" is any person who is entitled to occupy
39 a dwelling unit primarily for living or dwelling purposes under a
40 rental agreement.

1 (~~(28)~~) (29) "Tenant representative" means:

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

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

9 (c) In the absence of a personal representative under (a) of this
10 subsection or a person claiming to be a successor under (b) of this
11 subsection, a designated person; or

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

19 (~~(29)~~) (30) "Tenant screening" means using a consumer report or
20 other information about a prospective tenant in deciding whether to
21 make or accept an offer for residential rental property to or from a
22 prospective tenant.

23 (~~(30)~~) (31) "Tenant screening report" means a consumer report
24 as defined in RCW 19.182.010 and any other information collected by a
25 tenant screening service.

26 NEW SECTION. **Sec. 5.** A new section is added to chapter 59.18
27 RCW to read as follows:

28 Under this chapter:

29 (1) A landlord must first apply any payment made by a tenant
30 toward rent, as that term is defined in RCW 59.18.030, before
31 applying any payment toward late payments, damages, legal costs, or
32 other fees, including attorneys' fees.

33 (2) Except as provided in RCW 59.18.410, the tenant's right to
34 possession may not be conditioned on a tenant's payment or
35 satisfaction of any monetary amount other than rent. However, this
36 does not foreclose a landlord from pursuing other lawful remedies to
37 collect late payments, damages, legal costs, or other fees, including
38 attorneys' fees.

1 **Sec. 6.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to
2 read as follows:

3 (1) If upon the trial the verdict of the jury or, if the case be
4 tried without a jury, the finding of the court be in favor of the
5 plaintiff and against the defendant, judgment shall be entered for
6 the restitution of the premises; and if the proceeding be for
7 unlawful detainer after neglect or failure to perform any condition
8 or covenant of a lease or agreement under which the property is held,
9 or after default in the payment of rent, the judgment shall also
10 declare the forfeiture of the lease, agreement, or tenancy. The jury,
11 or the court, if the proceedings be tried without a jury, shall also
12 assess the damages arising out of the tenancy occasioned to the
13 plaintiff by any forcible entry, or by any forcible or unlawful
14 detainer, alleged in the complaint and proved on the trial, and, if
15 the alleged unlawful detainer be after default in the payment of
16 rent, find the amount of any rent due, and the judgment shall be
17 rendered against the defendant guilty of the forcible entry, forcible
18 detainer, or unlawful detainer for the amount of damages thus
19 assessed and for the rent, if any, found due, and the court may award
20 statutory costs and reasonable ((attorney's)) attorneys' fees;
21 however, if the alleged unlawful detainer is after default in the
22 payment of rent, or for violation of a condition of the rental
23 agreement, the court may award reasonable attorneys' fees only after
24 a finding that the tenant did not act in good faith, willfully
25 performed an act prohibited by the lease or the governing law, or
26 willfully refrained from performing an act required by the lease or
27 the governing law.

28 (2) When the ((proceeding)) tenant is liable for ((an)) unlawful
29 detainer after default in the payment of rent, ((and the lease or
30 agreement under which the rent is payable has not by its terms
31 expired,)) execution upon the judgment shall not be issued until the
32 expiration of five court days after the entry of the judgment,
33 ((within which)) and before such time the tenant or any subtenant, or
34 any mortgagee of the term, or other party interested in the
35 continuance of the tenancy, may pay to the landlord or into court for
36 the landlord the amount of the ((judgment and costs, and thereupon
37 the judgment shall be satisfied and)) rent owed, court costs
38 incurred, late fees provided such fees are due under the lease and do
39 not exceed seventy-five dollars in total, and attorneys' fees if
40 imposed pursuant to this section, in which event the tenant shall be

1 restored to his or her tenancy(~~(; but)~~). If payment(~~(, as herein~~
2 ~~provided, be)~~) of the amount specified herein is not made within five
3 court days after the judgment, the judgment may be enforced for its
4 full amount and for the possession of the premises.

5 (3) (a) Following the entry of a judgment in favor of the
6 plaintiff and against the defendant for the restitution of the
7 premises and forfeiture of tenancy due to nonpayment of rent, the
8 court, at the time of the show cause hearing or trial, or upon
9 subsequent motion of the tenant but before the execution of the writ
10 of restitution, may stay or vacate the writ of restitution upon good
11 cause and on such terms that the court deems fair and just for both
12 parties. In making this decision, the court shall consider the
13 following factors:

14 (i) The defendant's payment history;

15 (ii) Evidence the nonpayment was caused by exigent circumstances
16 that were beyond the defendant's control and that are not likely to
17 recur;

18 (iii) Evidence or lack of evidence of the defendant's willful or
19 intentional failure to pay rent;

20 (iv) The defendant's ability to timely pay the judgment;

21 (v) The relative burden on the parties resulting from
22 reinstatement or refusal to reinstate;

23 (vi) Conduct related to other notices served contemporaneously
24 with the notice to pay or vacate regardless of whether the other
25 notices were part of the court's judgment.

26 (b) The burden of proof for such relief under this subsection
27 shall be on the tenant. The court may issue an order pursuant to this
28 subsection upon appropriate terms, which may include the payment or
29 severing of all or part of the monetary judgment. Any severing of the
30 judgment shall not preclude the landlord from pursuing other lawful
31 remedies to collect the remainder of the judgment.

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

33 (i) The court shall not stay the writ more than three months from
34 the date of judgment, but may order repayment of the balance within
35 such time;

36 (ii) The court shall require the tenant to tender to the landlord
37 or deposit with the court one month's rent within five court days of
38 the order;

39 (iii) Providing for repayment of the balance found by the court,
40 the court shall issue the writ of restitution, but require that the

1 writ of restitution not be served by the sheriff on the tenant unless
2 the tenant defaults on the repayment order; in such event, the court
3 shall extend the writ of restitution as necessary to enforce the
4 order in the event of default.

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

8 (5) This section also applies if the writ of restitution is
9 issued pursuant to a final judgment entered after a show cause
10 hearing conducted in accordance with RCW 59.18.380.

11 **Sec. 7.** RCW 59.18.290 and 2010 c 8 s 19028 are each amended to
12 read as follows:

13 (1) It (~~shall be~~) is unlawful for the landlord to remove or
14 exclude from the premises the tenant thereof except under a court
15 order so authorizing. Any tenant so removed or excluded in violation
16 of this section may recover possession of the property or terminate
17 the rental agreement and, in either case, may recover the actual
18 damages sustained. The prevailing party may recover the costs of suit
19 or arbitration and reasonable (~~attorney's~~) attorneys' fees.

20 (2) It (~~shall be~~) is unlawful for the tenant to hold over in
21 the premises or exclude the landlord therefrom after the termination
22 of the rental agreement except under a valid court order so
23 authorizing. Subject to RCW 59.18.410, any landlord so deprived of
24 possession of premises in violation of this section may recover
25 possession of the property and damages sustained by him or her, and
26 the prevailing party may recover his or her costs of suit or
27 arbitration and reasonable (~~attorney's~~) attorneys' fees.

28 **Sec. 8.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to
29 read as follows:

30 (1) The sheriff shall, upon receiving the writ of restitution,
31 forthwith serve a copy thereof upon the defendant, his or her agent,
32 or attorney, or a person in possession of the premises, and shall not
33 execute the same for three days thereafter(~~, and the defendant, or~~
34 ~~person in possession of the premises within three days after the~~
35 ~~service of the writ of restitution may execute to the plaintiff a~~
36 ~~bond to be filed with and approved by the clerk of the court in such~~
37 ~~sum as may be fixed by the judge, with sufficient surety to be~~
38 ~~approved by the clerk of the court, conditioned that they will pay to~~

1 ~~the plaintiff such sum as the plaintiff may recover for the use and~~
2 ~~occupation of the premises, or any rent found due, together with all~~
3 ~~damages the plaintiff may sustain by reason of the defendant~~
4 ~~occupying or keeping possession of the premises, together with all~~
5 ~~damages which the court theretofore has awarded to the plaintiff as~~
6 ~~provided in this chapter, and also all the costs of the action. If~~
7 ~~the writ of restitution was issued after alternative service provided~~
8 ~~for in RCW 59.18.055, the court shall determine the amount of the~~
9 ~~bond after considering the rent claimed and any other factors the~~
10 ~~court deems relevant. The plaintiff, his or her agent or attorneys,~~
11 ~~shall have notice of the time and place where the court or judge~~
12 ~~thereof shall fix the amount of the defendant's bond, and shall have~~
13 ~~notice and a reasonable opportunity to examine into the qualification~~
14 ~~and sufficiency of the sureties upon the bond before the bond shall~~
15 ~~be approved by the clerk).~~ After the issuance of a writ of
16 restitution, acceptance of a payment by the landlord or plaintiff
17 that only partially satisfies the judgment will not invalidate the
18 writ unless pursuant to a written agreement executed by both parties.
19 The eviction will not be postponed or stopped unless a copy of that
20 written agreement is provided to the sheriff. It is the
21 responsibility of the tenant or defendant to ensure a copy of the
22 agreement is provided to the sheriff. Upon receipt of the agreement
23 the sheriff will cease action unless ordered to do otherwise by the
24 court. The writ of restitution and the notice that accompanies the
25 writ of restitution required under RCW 59.18.312 shall conspicuously
26 state in bold face type, all capitals, not less than twelve points
27 information about partial payments as set forth in subsection (2) of
28 this section. If the writ of restitution has been based upon a
29 finding by the court that the tenant, subtenant, sublessee, or a
30 person residing at the rental premises has engaged in drug-related
31 activity or has allowed any other person to engage in drug-related
32 activity at those premises with his or her knowledge or approval,
33 neither the tenant, the defendant, nor a person in possession of the
34 premises shall be entitled to post a bond in order to retain
35 possession of the premises. The writ may be served by the sheriff, in
36 the event he or she shall be unable to find the defendant, an agent
37 or attorney, or a person in possession of the premises, by affixing a
38 copy of the writ in a conspicuous place upon the premises: PROVIDED,
39 That the sheriff shall not require any bond for the service or
40 execution of the writ. The sheriff shall be immune from all civil

1 liability for serving and enforcing writs of restitution unless the
2 sheriff is grossly negligent in carrying out his or her duty.

3 (2) The notice accompanying a writ of restitution required under
4 RCW 59.18.312 shall be substantially similar to the following:

5 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

6 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**
7 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**
8 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**
9 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**
10 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**
11 **SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE**
12 **AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER**
13 **ACTION.**

14 **Sec. 9.** RCW 59.18.365 and 2008 c 75 s 1 are each amended to read
15 as follows:

16 (1) The summons must contain the names of the parties to the
17 proceeding, the attorney or attorneys if any, the court in which the
18 same is brought, the nature of the action, in concise terms, and the
19 relief sought, and also the return day; and must notify the defendant
20 to appear and answer within the time designated or that the relief
21 sought will be taken against him or her. The summons must contain a
22 street address for service of the notice of appearance or answer and,
23 if available, a facsimile number for the plaintiff or the plaintiff's
24 attorney, if represented. The summons must be served and returned in
25 the same manner as a summons in other actions is served and returned.

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

28 (a) By delivering a copy of the answer or notice of appearance to
29 the person who signed the summons at the street address listed on the
30 summons;

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

34 (c) By facsimile to the facsimile number listed on the summons.
35 Service by facsimile is complete upon successful transmission to the
36 facsimile number listed upon the summons;

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

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

3 IN THE SUPERIOR COURT OF THE
4 STATE OF WASHINGTON
5 IN AND
6 FOR COUNTY

7 Plaintiff/ } NO.
8 Landlord/ }
9 Owner, }
10 }

11
12
13
14
15 vs. EVICTION SUMMONS
16 (Residential)

17 Defendant/
18 Tenant/
19 Occupant.

20 THIS IS (~~(NOTICE OF A LAWSUIT)~~) AN IMPORTANT LEGAL DOCUMENT TO EVICT
21 YOU.

22 (~~(PLEASE READ IT CAREFULLY.~~
23 ~~THE DEADLINE FOR)~~) YOUR WRITTEN
24 RESPONSE (~~(IS)~~) MUST BE RECEIVED BY: 5:00 p.m., on

25 TO: (Defendant's Name)
26 (Defendant's Address)

27 (~~(This is notice of a lawsuit to evict you from the property~~
28 ~~which you are renting. Your landlord is asking the court to terminate~~
29 ~~your tenancy, direct the sheriff to remove you and your belongings~~
30 ~~from the property, enter a money judgment against you for unpaid rent~~
31 ~~and/or damages for your use of the property, and for court costs and~~
32 ~~attorneys' fees.~~

33 If you want to defend yourself in this lawsuit, you must respond
34 to the eviction complaint in writing on or before the deadline stated
35 above. You must respond in writing even if no case number has been
36 assigned by the court yet.

1 You can respond to the complaint in writing by delivering a copy
2 of a notice of appearance or answer to your landlord's attorney (or
3 your landlord if there is no attorney) by personal delivery, mailing,
4 or facsimile to the address or facsimile number stated below **TO BE**
5 **RECEIVED NO LATER THAN THE DEADLINE STATED ABOVE.** Service by
6 facsimile is complete upon successful transmission to the facsimile
7 number, if any, listed in the summons.

8 The notice of appearance or answer must include the name of this
9 case (plaintiff(s) and defendant(s)), your name, the street address
10 where further legal papers may be sent, your telephone number (if
11 any), and your signature.

12 If there is a number on the upper right side of the eviction
13 summons and complaint, you must also file your original notice of
14 appearance or answer with the court clerk by the deadline for your
15 written response.

16 You may demand that the plaintiff file this lawsuit with the
17 court. If you do so, the demand must be in writing and must be served
18 upon the person signing the summons. Within fourteen days after you
19 serve the demand, the plaintiff must file this lawsuit with the
20 court, or the service on you of this summons and complaint will be
21 void.

22 If you wish to seek the advice of an attorney in this matter, you
23 should do so promptly so that your written response, if any, may be
24 served on time.

25 You may also be instructed in a separate order to appear for a
26 court hearing on your eviction. If you receive an order to show cause
27 you must personally appear at the hearing on the date indicated in
28 the order to show cause **IN ADDITION** to delivering and filing your
29 notice of appearance or answer by the deadline stated above.

30 IF YOU DO NOT RESPOND TO THE COMPLAINT IN WRITING BY THE
31 DEADLINE STATED ABOVE YOU WILL LOSE BY DEFAULT. YOUR LANDLORD
32 MAY PROCEED WITH THE LAWSUIT, EVEN IF YOU HAVE MOVED OUT OF
33 THE PROPERTY.

34 The notice of appearance or answer must be delivered to:

35

36 Name

37

38 Street Address

.....
Telephone Number
.....
Facsimile Number (Required
if Available))

GET HELP: If you do not respond by . . . (date) . . ., you will lose your right to defend yourself in court and could be evicted. If you cannot afford a lawyer, you can get help at WashingtonLawHelp.org. They have forms to help you respond. If you do not have the internet at home, you can get on the internet at your local library. You may also call 211. They can refer you to free or low-cost legal help. They can help you find help paying for a lawyer.

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

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

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

WHERE TO RESPOND: You must mail, fax, or hand deliver your response letter to your landlord's lawyer, or if no lawyer, to your landlord. If you mail it, you must do it by . . . (3 days before deadline) Get a proof of mailing from the post office. If you hand deliver or fax it, you must do it by . . . (date of deadline) The address is:

- (Attorney/Landlord Name)
- (Address)
- (Fax - required if available)

COURT DATE: If you respond to this Summons, You will be notified of your hearing date in a document called an "Order to Show Cause." This is usually mailed to you. If you get notice of a hearing, you must go to the hearing. If you do not show up, your landlord can evict you. Your landlord might also charge you more money. If you

1 move before the court date, you must tell your landlord or the
2 landlord's attorney.

3 **Sec. 10.** RCW 59.18.055 and 1997 c 86 s 1 are each amended to
4 read as follows:

5 (1) When the plaintiff, after the exercise of due diligence, is
6 unable to personally serve the summons on the defendant, the
7 ~~((court))~~ plaintiff may ~~((authorize))~~ use the alternative means of
8 service ~~((described herein. Upon filing of an affidavit from the~~
9 ~~person or persons attempting service describing those attempts, and~~
10 ~~the filing of an affidavit from the plaintiff, plaintiff's agent, or~~
11 ~~plaintiff's attorney stating the belief that the defendant cannot be~~
12 ~~found, the court may enter an order authorizing service of the~~
13 ~~summons))~~ as follows:

14 (a) The summons and complaint shall be posted in a conspicuous
15 place on the premises unlawfully held, not less than nine days from
16 the return date stated in the summons; and

17 (b) Copies of the summons and complaint shall be deposited in the
18 mail, postage prepaid, by both regular mail and certified mail
19 directed to the defendant's or defendants' last known address not
20 less than nine days from the return date stated in the summons.

21 (2) When service on the defendant or defendants is accomplished
22 by this alternative procedure, the court's jurisdiction is limited to
23 restoring possession of the premises to the plaintiff and no money
24 judgment may be entered against the defendant or defendants until
25 such time as jurisdiction over the defendant or defendants is
26 obtained.

27 ~~((2))~~ (3) Before the entry of any judgment or issuance of a
28 writ of restitution due to the defendant's failure to appear, the
29 plaintiff shall provide the court with an affidavit from the person
30 or persons attempting service that describes the service achieved, or
31 if by alternative service pursuant to this section, that describes
32 the efforts at personal service before alternative service was used,
33 together with an affidavit from the plaintiff, plaintiff's agent, or
34 plaintiff's attorney stating his or her belief that the defendant
35 cannot be found.

36 (4) This section shall apply to this chapter and chapter 59.20
37 RCW."

38 Correct the title.

EFFECT: Retains the SHB requiring a 14-day notice to pay or vacate under the RLTA, which was passed out by the CRJ Committee, with the following additions, deletions, and changes:

(1) Amends the definition of "rent" to remove "deposits" from the definition of rent.

(2) Restates a new provision to provide that, except as provided elsewhere in statute, a tenant's right to possession (rather than "continued tenancy or relief from forfeiture") may not be conditioned on a tenant's payment or satisfaction of any amount other than rent.

(3) Retains RCW 59.18.380 as is in current law, rather than amend to provide for judicial discretion. (Note: RCW 59.18.410, which is amended to add judicial discretion, provides that that section also applies to RCW 59.18.380.)

(4) Amends the new judicial discretion language in RCW 59.18.410, and limits it to situations in which the court has entered judgment in favor of the plaintiff for restitution of the premises due to nonpayment of rent.

(5) Strikes the summons form found in current law, and provides a new form.

(6) Amends the provision regarding alternative service to require, before entry of judgment for failure to appear, that an affidavit be filed describing efforts at service.

(7) Strikes language in RCW 59.18.390 that provides for a bond from the tenant or person in possession.

--- END ---