

ESSB 5600 - H COMM AMD

By Committee on Civil Rights & Judiciary

NOT CONSIDERED 04/12/2019

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

3 "NEW SECTION. **Sec. 1.** It is declared to be the public policy of
4 the state and a recognized governmental function to assist residents
5 who are experiencing a temporary crisis in retaining stable housing,
6 and by so doing to contribute to the general welfare. Decent housing
7 for the people of Washington state is a most important public
8 concern. Washington has rental vacancy rates that are among the
9 nation's lowest, and the associated escalation of rents and scarcity
10 of housing supply have made it difficult for many Washingtonians to
11 obtain stable housing, especially if they lose housing after
12 experiencing an extraordinary life event that temporarily leaves them
13 without resources and income. It is the long-standing practice of the
14 state to make rental assistance available in many such urgent
15 situations, and it is the intent of the legislature to provide a
16 payment on the tenant's behalf to the landlord in certain eviction
17 proceedings to give the tenant additional time to access resources
18 that allow the tenant to stay in their home.

19 **Sec. 2.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to
20 read as follows:

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

23 (1) When he or she holds over or continues in possession, in
24 person or by subtenant, of the property or any part thereof after the
25 expiration of the term for which it is let to him or her. When real
26 property is leased for a specified term or period by express or
27 implied contract, whether written or oral, the tenancy shall be
28 terminated without notice at the expiration of the specified term or
29 period;

30 (2) When he or she, having leased property for an indefinite time
31 with monthly or other periodic rent reserved, continues in possession

1 thereof, in person or by subtenant, after the end of any such month
2 or period, when the landlord, more than twenty days prior to the end
3 of such month or period, has served notice (in manner in RCW
4 59.12.040 provided) requiring him or her to quit the premises at the
5 expiration of such month or period;

6 (3) When he or she continues in possession in person or by
7 subtenant after a default in the payment of rent, and after notice in
8 writing requiring in the alternative the payment of the rent or the
9 surrender of the detained premises, served (in manner in RCW
10 59.12.040 provided) (~~in~~) on behalf of the person entitled to the
11 rent upon the person owing it, has remained uncomplied with for the
12 period of three days after service (~~thereof~~), or for the period of
13 fourteen days after service for tenancies under chapter 59.18 RCW.
14 The notice may be served at any time after the rent becomes due. For
15 the purposes of this subsection and as applied to tenancies under
16 chapter 59.18 RCW, "rent" has the same meaning as defined in RCW
17 59.18.030;

18 (4) When he or she continues in possession in person or by
19 subtenant after a neglect or failure to keep or perform any (~~other~~)
20 condition or covenant of the lease or agreement under which the
21 property is held, including any covenant not to assign or sublet,
22 other than one for the payment of rent, and after notice in writing
23 requiring in the alternative the performance of such condition or
24 covenant or the surrender of the property, served (in manner in RCW
25 59.12.040 provided) upon him or her, and if there is a subtenant in
26 actual possession of the premises, also upon such subtenant, shall
27 remain uncomplied with for ten days after service thereof. Within ten
28 days after the service of such notice the tenant, or any subtenant in
29 actual occupation of the premises, or any mortgagee of the term, or
30 other person interested in its continuance, may perform such
31 condition or covenant and thereby save the lease from such
32 forfeiture. For the purposes of this subsection and as applied to
33 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
34 defined in RCW 59.18.030;

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

1 (6) A person who, without the permission of the owner and without
2 having color of title thereto, enters upon land of another and who
3 fails or refuses to remove therefrom after three days' notice, in
4 writing and served upon him or her in the manner provided in RCW
5 59.12.040. Such person may also be subject to the criminal provisions
6 of chapter 9A.52 RCW; or

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

9 NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18
10 RCW to read as follows:

11 (1) Every fourteen-day notice served pursuant to RCW 59.12.030(3)
12 must be in substantially the following form:

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

14 You are receiving the attached notice because the landlord
15 alleges you are not in compliance with the terms of the lease
16 agreement by failing to pay rent and/or utilities and/or recurring or
17 periodic charges that are past due.

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

19 **AND/OR**

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

21 **AND/OR**

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

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

25 **Note - payment must be by cash, cashier's check, money order, or**
26 **certified funds.**

27 You must pay the total amount due to your landlord within
28 fourteen (14) days after receipt of this notice or you must vacate
29 the premises. Any payment you make to the landlord must first be
30 applied to the total amount due as shown on this notice. Any failure
31 to comply with this notice within fourteen (14) days after receipt of
32 this notice may result in a judicial proceeding that leads to your
33 eviction from the premises.

34 **The Washington state Office of the Attorney General has this**
35 **notice in multiple languages on its web site. You will also find**
36 **information there on how to find a lawyer or advocate at low or no**
37 **cost and any available resources to help you pay your rent.**
38 **Alternatively, call 2-1-1 to learn about these services.**

1 State law provides you the right to receive interpreter services
2 at court.

3
4 OWNER/LANDLORD: _____ DATE: _____

5
6 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ___ (owner/landlord name) ___
7 _____ (address) _____ "

8 (2) The form required in this section does not abrogate any
9 additional notice requirements to tenants as required by federal,
10 state, or local law.

11 NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18
12 RCW to read as follows:

13 (1) The office of the attorney general shall produce and maintain
14 on its web site translated versions of the notice under section 3 of
15 this act in the top ten languages spoken in Washington state and, at
16 the discretion of the office of the attorney general, other
17 languages. The notice must be made available upon request in printed
18 form on one letter size paper, eight and one-half by eleven inches,
19 and in an easily readable font size.

20 (2) The office of the attorney general shall also provide on its
21 web site information on where tenants can access legal or advocacy
22 resources, including information on any immigrant and cultural
23 organizations where tenants can receive assistance in their primary
24 language.

25 (3) The office of the attorney general may also produce and
26 maintain on its web site translated versions of common notices used
27 in unlawful detainer actions, including those relevant to subsidized
28 tenancies, low-income housing tax credit programs, or the federal
29 violence against women act.

30 **Sec. 5.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and
31 amended to read as follows:

32 As used in this chapter:

33 (1) "Certificate of inspection" means an unsworn statement,
34 declaration, verification, or certificate made in accordance with the
35 requirements of RCW 9A.72.085 by a qualified inspector that states

1 that the landlord has not failed to fulfill any substantial
2 obligation imposed under RCW 59.18.060 that endangers or impairs the
3 health or safety of a tenant, including (a) structural members that
4 are of insufficient size or strength to carry imposed loads with
5 safety, (b) exposure of the occupants to the weather, (c) plumbing
6 and sanitation defects that directly expose the occupants to the risk
7 of illness or injury, (d) not providing facilities adequate to supply
8 heat and water and hot water as reasonably required by the tenant,
9 (e) providing heating or ventilation systems that are not functional
10 or are hazardous, (f) defective, hazardous, or missing electrical
11 wiring or electrical service, (g) defective or hazardous exits that
12 increase the risk of injury to occupants, and (h) conditions that
13 increase the risk of fire.

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

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

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

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

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

1 (7) "Distressed home conveyance" has the same meaning as in RCW
2 61.34.020.

3 (8) "Distressed home purchaser" has the same meaning as in RCW
4 61.34.020.

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

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

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

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

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

24 (a) The homeowner has defaulted on the mortgage and, under the
25 terms of the mortgage, the mortgagee has the right to accelerate full
26 payment of the mortgage and repossess, sell, or cause to be sold the
27 property;

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

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

33 (i) The mortgagee;

34 (ii) A person licensed or required to be licensed under chapter
35 19.134 RCW;

36 (iii) A person licensed or required to be licensed under chapter
37 19.146 RCW;

38 (iv) A person licensed or required to be licensed under chapter
39 18.85 RCW;

40 (v) An attorney-at-law;

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

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

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

9 (15) "Mortgage" is used in the general sense and includes all
10 instruments, including deeds of trust, that are used to secure an
11 obligation by an interest in real property.

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

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

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

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

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

25 (19) "Property" or "rental property" means all dwelling units on
26 a contiguous quantity of land managed by the same landlord as a
27 single, rental complex.

28 (20) "Prospective landlord" means a landlord or a person who
29 advertises, solicits, offers, or otherwise holds a dwelling unit out
30 as available for rent.

31 (21) "Prospective tenant" means a tenant or a person who has
32 applied for residential housing that is governed under this chapter.

33 (22) "Qualified inspector" means a United States department of
34 housing and urban development certified inspector; a Washington state
35 licensed home inspector; an American society of home inspectors
36 certified inspector; a private inspector certified by the national
37 association of housing and redevelopment officials, the American
38 association of code enforcement, or other comparable professional
39 association as approved by the local municipality; a municipal code

1 enforcement officer; a Washington licensed structural engineer; or a
2 Washington licensed architect.

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

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

16 (25) "Rent" or "rental amount" means recurring and periodic
17 charges identified in the rental agreement for the use and occupancy
18 of the premises, which may include charges for utilities. These terms
19 do not include nonrecurring charges for costs incurred due to late
20 payment, damages, deposits, legal costs, or other fees, including
21 attorneys' fees.

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

25 ((+26+)) (27) A "single-family residence" is a structure
26 maintained and used as a single dwelling unit. Notwithstanding that a
27 dwelling unit shares one or more walls with another dwelling unit, it
28 shall be deemed a single-family residence if it has direct access to
29 a street and shares neither heating facilities nor hot water
30 equipment, nor any other essential facility or service, with any
31 other dwelling unit.

32 ((+27+)) (28) A "tenant" is any person who is entitled to occupy
33 a dwelling unit primarily for living or dwelling purposes under a
34 rental agreement.

35 ((+28+)) (29) "Tenant representative" means:

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

38 (b) If the landlord has no knowledge that a personal
39 representative has been appointed for the deceased tenant's estate, a
40 person claiming to be a successor of the deceased tenant who has

1 provided the landlord with proof of death and an affidavit made by
2 the person that meets the requirements of RCW 11.62.010(2);

3 (c) In the absence of a personal representative under (a) of this
4 subsection or a person claiming to be a successor under (b) of this
5 subsection, a designated person; or

6 (d) In the absence of a personal representative under (a) of this
7 subsection, a person claiming to be a successor under (b) of this
8 subsection, or a designated person under (c) of this subsection, any
9 person who provides the landlord with reasonable evidence that he or
10 she is a successor of the deceased tenant as defined in RCW
11 11.62.005. The landlord has no obligation to identify all of the
12 deceased tenant's successors.

13 (~~((29))~~) (30) "Tenant screening" means using a consumer report or
14 other information about a prospective tenant in deciding whether to
15 make or accept an offer for residential rental property to or from a
16 prospective tenant.

17 (~~((30))~~) (31) "Tenant screening report" means a consumer report
18 as defined in RCW 19.182.010 and any other information collected by a
19 tenant screening service.

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

22 Under this chapter:

23 (1) A landlord must first apply any payment made by a tenant
24 toward rent before applying any payment toward late payments,
25 damages, legal costs, or other fees, including attorneys' fees.

26 (2) Except as provided in RCW 59.18.410, the tenant's right to
27 possession of the premises may not be conditioned on a tenant's
28 payment or satisfaction of any monetary amount other than rent.
29 However, this does not foreclose a landlord from pursuing other
30 lawful remedies to collect late payments, legal costs, or other fees,
31 including attorneys' fees.

32 **Sec. 7.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to
33 read as follows:

34 (1) If (~~(upon the)~~) at trial the verdict of the jury or, if the
35 case (~~(be)~~) is tried without a jury, the finding of the court (~~(be)~~)
36 is in favor of the (~~(plaintiff)~~) landlord and against the
37 (~~(defendant)~~) tenant, judgment shall be entered for the restitution
38 of the premises; and if the proceeding (~~(be)~~) is for unlawful

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

18 (2) When the (~~proceeding~~) tenant is liable for (~~an~~) unlawful
19 detainer after a default in the payment of rent, (~~and the lease or~~
20 ~~agreement under which the rent is payable has not by its terms~~
21 ~~expired,~~) execution upon the judgment shall not (~~be issued~~) occur
22 until the expiration of five court days after the entry of the
23 judgment(~~, within which~~). Before such time, the tenant or any
24 subtenant, or any mortgagee of the term, or other party interested in
25 the continuance of the tenancy, may pay into court (~~for~~) or to the
26 landlord the amount of the (~~judgment and costs, and thereupon the~~
27 ~~judgment shall be satisfied and the~~) rent due, any court costs
28 incurred at the time of payment, late fees if such fees are due under
29 the lease and do not exceed seventy-five dollars in total, and
30 attorneys' fees if awarded, in which event any judgment entered shall
31 be satisfied and the tenant restored to his or her tenancy(~~, but~~).
32 If a judgment has been satisfied, the landlord shall file a
33 satisfaction of judgment with the court. A tenant seeking to exercise
34 rights under this subsection shall pay an additional fifty dollars
35 for each time the tenant was reinstated after judgment pursuant to
36 this subsection within the previous twelve months prior to payment.
37 If payment(~~, as herein provided, be~~) of the amount specified in
38 this subsection is not made within five court days after the entry of
39 the judgment, the judgment may be enforced for its full amount and
40 for the possession of the premises.

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

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

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

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

16 (iv) The tenant's payment history;

17 (v) Whether the tenant is otherwise in substantial compliance
18 with the rental agreement;

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

20 (vii) Conduct related to other notices served within the last six
21 months.

22 (b) The burden of proof for such relief under this subsection (3)
23 shall be on the tenant. If the tenant seeks relief pursuant to this
24 subsection (3) at the time of the show cause hearing, the court shall
25 hear the matter at the time of the show cause hearing or as
26 expeditiously as possible so as to avoid unnecessary delay or
27 hardship on the parties.

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

29 (i) The court shall not stay the writ of restitution more than
30 ninety days from the date of order, but may order repayment of the
31 judgment balance within such time. If the payment plan is to exceed
32 thirty days, the total cumulative payments for each thirty-day period
33 following the order shall be no less than one month of the tenant's
34 share of the rent, ensuring that the total amount of the judgment is
35 paid within ninety days.

36 (ii) Within any payment plan ordered by the court, the court
37 shall require the tenant to pay to the landlord or to the court one
38 month's rent within five court days of issuance of the order. If the
39 date of the order is on or before the fifteenth of the month, the
40 tenant shall remain current with ongoing rental payments as they

1 become due for the duration of the payment plan; if the date of the
2 order is after the fifteenth of the month, the tenant shall have the
3 option to defer the following month's rental payment within the
4 payment plan, but monthly rental payments thereafter shall be made
5 according to the rental agreement.

6 (iii) The sheriff may serve the writ of restitution upon the
7 tenant before the expiration of the five court days of issuance of
8 the order; however, the sheriff shall not execute the writ of
9 restitution until after expiration of the five court days in order
10 for payment to be made of one month's rent as required by (c)(ii) of
11 this subsection. In the event payment is made as provided in (c)(ii)
12 of this subsection for one month's rent, the court shall stay the
13 writ of restitution ex parte without prior notice to the landlord
14 upon the tenant filing and presenting a motion to stay with a
15 declaration of proof of payment demonstrating full compliance with
16 the required payment of one month's rent.

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

27 (B) If the landlord serves the notice of default described under
28 this subsection (3)(c)(iii), an additional day is not included in
29 calculating the time before the sheriff may execute the writ of
30 restitution. The notice of default shall substantially conform to the
31 following format:

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

33 NAME(S)

34 ADDRESS

35 CITY, STATE, ZIP

36 THIS IS NOTICE THAT YOU ARE IN DEFAULT OF YOUR RENT AND/OR
37 PAYMENT PLAN ORDERED BY THE COURT. THE LANDLORD MAY SCHEDULE YOUR
38 PHYSICAL EVICTION WITHIN THREE CALENDAR DAYS OF SERVICE OF THIS
39 NOTICE. YOUR LANDLORD HAS RECEIVED THE FOLLOWING PAYMENTS:

1 DATE
2 AMOUNT
3 DATE
4 AMOUNT
5 DATE
6 AMOUNT

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

14 DATE
15 SIGNATURE
16 LANDLORD/AGENT
17 NAME
18 ADDRESS
19 PHONE

20 (C) If the tenant defaults on a subsequent payment required by
21 the court pursuant to this subsection (3)(c), the landlord may submit
22 an application to the department of commerce pursuant to RCW
23 43.31.605(1)(c) to pay the balance of the judgment owed under the
24 payment plan.

25 (iv) If a tenant seeks to satisfy a condition of this subsection
26 (3)(c) by relying on an emergency rental assistance program provided
27 by a government or nonprofit entity, the court shall stay the writ of
28 restitution as necessary to afford the tenant an equal opportunity to
29 comply.

30 (v) The court shall extend the writ of restitution as necessary
31 to enforce the order in the event of default.

32 (d) A tenant who has been served with three or more notices to
33 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
34 within twelve months prior to the notice to pay or vacate upon which
35 the proceeding is based may not seek relief under this subsection
36 (3).

37 (e)(i) In any application seeking relief pursuant to this
38 subsection (3), the court shall issue a finding as to whether the

1 tenant is low-income, limited resourced, or experiencing hardship to
2 determine if the parties would be eligible for disbursement through
3 the landlord mitigation program account established within RCW
4 43.31.605(1)(c).

5 (ii) In order to determine if a tenant qualifies pursuant to this
6 subsection (3)(e), the court shall inquire as to whether a tenant is
7 low-income, limited resourced, or experiencing hardship, which may
8 include an inquiry regarding the tenant's income relative to area
9 median income, household composition, any extenuating circumstances,
10 or other factors necessary to make a determination. The court may
11 rely on written declarations or oral testimony by the parties at the
12 hearing.

13 (iii) After a finding that the tenant is low-income, limited
14 resourced, or experiencing hardship, the court may issue an order:
15 (A) Vacating the writ of restitution and for payment to be made to
16 the landlord from the landlord mitigation program subject to the
17 availability of amounts appropriated for this specific purpose; (B)
18 directing the clerk to remit, without further order of the court, any
19 future payments made by the tenant in order to reimburse the
20 department of commerce pursuant to RCW 43.31.605(1)(c)(iii); and (C)
21 directing the parties to submit an application on the prescribed form
22 of the department of commerce in order to seek reimbursement.

23 (iv) If the department of commerce fails to disburse payment to
24 the landlord for the judgment pursuant to this subsection (3)(e)
25 within thirty days from submission of the application, the landlord
26 may renew an application for a writ of restitution pursuant to RCW
27 59.18.370 and for other rent owed by the tenant since the time of
28 entry of the prior judgment. In such event, the tenant may exercise
29 rights afforded under this section.

30 (v) Upon payment by the department of commerce to the landlord
31 for the amount of the judgment, the judgment is satisfied and the
32 landlord shall file a satisfaction of judgment with the court.

33 (vi) Nothing in this subsection (3)(e) prohibits the landlord
34 from otherwise seeking reimbursement for an unpaid judgment pursuant
35 to RCW 43.31.605(1)(c) after the tenant defaults on a payment plan
36 ordered pursuant to this subsection (3).

37 (4) If a tenant seeks to stay a writ of restitution issued
38 pursuant to this chapter, the court may issue an ex parte stay of the
39 writ of restitution provided the tenant or tenant's attorney submits
40 a declaration indicating good faith efforts were made to notify the

1 other party or, if no efforts were made, why notice could not be
2 provided prior to the application for an ex parte stay, and
3 describing the immediate or irreparable harm that may result if an
4 immediate stay is not granted. The court shall schedule a hearing as
5 soon as practicable for the matter to be heard on why the writ of
6 restitution shall not be further stayed or vacated.

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

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

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

15 (1) The sheriff shall, upon receiving the writ of restitution,
16 forthwith serve a copy thereof upon the ((defendant)) tenant, his or
17 her agent, or attorney, or a person in possession of the premises,
18 and shall not execute the same for three days thereafter(~~(, and the~~
19 ~~defendant, or person in possession of the premises within three days~~
20 ~~after the service of the writ of restitution may execute to the~~
21 ~~plaintiff a bond to be filed with and approved by the clerk of the~~
22 ~~court in such sum as may be fixed by the judge, with sufficient~~
23 ~~surety to be approved by the clerk of the court, conditioned that~~
24 ~~they will pay to the plaintiff such sum as the plaintiff may recover~~
25 ~~for the use and occupation of the premises, or any rent found due,~~
26 ~~together with all damages the plaintiff may sustain by reason of the~~
27 ~~defendant occupying or keeping possession of the premises, together~~
28 ~~with all damages which the court theretofore has awarded to the~~
29 ~~plaintiff as provided in this chapter, and also all the costs of the~~
30 ~~action. If the writ of restitution was issued after alternative~~
31 ~~service provided for in RCW 59.18.055, the court shall determine the~~
32 ~~amount of the bond after considering the rent claimed and any other~~
33 ~~factors the court deems relevant. The plaintiff, his or her agent or~~
34 ~~attorneys, shall have notice of the time and place where the court or~~
35 ~~judge thereof shall fix the amount of the defendant's bond, and shall~~
36 ~~have notice and a reasonable opportunity to examine into the~~
37 ~~qualification and sufficiency of the sureties upon the bond before~~
38 ~~the bond shall be approved by the clerk)). After the issuance of a~~
39 writ of restitution, acceptance of a payment by the landlord ((or

1 plaintiff)) that only partially satisfies the judgment will not
2 invalidate the writ unless pursuant to a written agreement executed
3 by both parties. The eviction will not be postponed or stopped unless
4 a copy of that written agreement is provided to the sheriff. It is
5 the responsibility of the tenant (~~or defendant~~) to ensure a copy of
6 the agreement is provided to the sheriff. Upon receipt of the
7 agreement, the sheriff will cease action unless ordered to do
8 otherwise by the court. The writ of restitution and the notice that
9 accompanies the writ of restitution required under RCW 59.18.312
10 shall conspicuously state in bold face type, all capitals, not less
11 than twelve points information about partial payments as set forth in
12 subsection (2) of this section. If the writ of restitution has been
13 based upon a finding by the court that the tenant, subtenant,
14 sublessee, or a person residing at the rental premises has engaged in
15 drug-related activity or has allowed any other person to engage in
16 drug-related activity at those premises with his or her knowledge or
17 approval, neither the tenant (~~or the defendant~~) nor a person in
18 possession of the premises shall be entitled to post a bond in order
19 to retain possession of the premises. The writ may be served by the
20 sheriff, in the event he or she shall be unable to find the
21 (~~defendant~~) tenant, an agent or attorney, or a person in possession
22 of the premises, by affixing a copy of the writ in a conspicuous
23 place upon the premises: PROVIDED, That the sheriff shall not require
24 any bond for the service or execution of the writ. The sheriff shall
25 be immune from all civil liability for serving and enforcing writs of
26 restitution unless the sheriff is grossly negligent in carrying out
27 his or her duty.

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

30 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

31 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**
32 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**
33 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**
34 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**
35 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**
36 **SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE**
37 **AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER**
38 **ACTION.**

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

3 (1) The summons must contain the names of the parties to the
4 proceeding, the attorney or attorneys if any, the court in which the
5 same is brought, the nature of the action, in concise terms, and the
6 relief sought, and also the return day; and must notify the defendant
7 to appear and answer within the time designated or that the relief
8 sought will be taken against him or her. The summons must contain a
9 street address for service of the notice of appearance or answer and,
10 if available, a facsimile number for the plaintiff or the plaintiff's
11 attorney, if represented. The summons must be served and returned in
12 the same manner as a summons in other actions is served and returned.

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

15 (a) By delivering a copy of the answer or notice of appearance to
16 the person who signed the summons at the street address listed on the
17 summons;

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

21 (c) By facsimile to the facsimile number listed on the summons.
22 Service by facsimile is complete upon successful transmission to the
23 facsimile number listed upon the summons;

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

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

27 IN THE SUPERIOR COURT OF THE
28 STATE OF WASHINGTON
29 IN AND
30 FOR COUNTY

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Plaintiff/
Landlord/
Owner,



NO.

vs.

EVICITION SUMMONS

(Residential)

Defendant/
Tenant/
Occupant.

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

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

TO: (Defendant's Name)
. (Defendant's Address)

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

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

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

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

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

9 You may demand that the plaintiff file this lawsuit with the
10 court. If you do so, the demand must be in writing and must be served
11 upon the person signing the summons. Within fourteen days after you
12 serve the demand, the plaintiff must file this lawsuit with the
13 court, or the service on you of this summons and complaint will be
14 void.

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

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

23 ~~IF YOU DO NOT RESPOND TO THE COMPLAINT IN WRITING BY THE~~
24 ~~DEADLINE STATED ABOVE YOU WILL LOSE BY DEFAULT. YOUR LANDLORD~~
25 ~~MAY PROCEED WITH THE LAWSUIT, EVEN IF YOU HAVE MOVED OUT OF~~
26 ~~THE PROPERTY.~~

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

28

29 Name

30

31 Street Address

32

33 Telephone Number

34

35 Facsimile Number (Required
36 if Available))

37 **GET HELP: If you do not respond by the deadline above, you will**
38 **lose your right to defend yourself in court and could be evicted. If**

1 you cannot afford a lawyer, you may call 2-1-1. They can refer you to
2 free or low-cost legal help. They can help you find help to pay for a
3 lawyer.

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

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

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

16 **WHERE TO RESPOND:** You must mail, fax, or hand deliver your
17 response letter to your Landlord's lawyer, or if no lawyer is named
18 in the complaint, to your Landlord. If you mail the response letter,
19 you must do it 3 days before the deadline above. Request receipt of a
20 proof of mailing from the post office. If you hand deliver or fax it,
21 you must do it by . . . (date of deadline) The address is:

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

25 **COURT DATE:** If you respond to this Summons, you will be notified
26 of your hearing date in a document called an "Order to Show Cause."
27 This is usually mailed to you. If you get notice of a hearing, **you**
28 **must go to the hearing.** If you do not show up, your landlord can
29 evict you. Your landlord might also charge you more money. If you
30 move before the court date, you must tell your landlord or the
31 landlord's attorney.

32 **Sec. 10.** RCW 59.18.290 and 2010 c 8 s 19028 are each amended to
33 read as follows:

- 34 (1) It (~~shall be~~) is unlawful for the landlord to remove or
35 exclude from the premises the tenant thereof except under a court
36 order so authorizing. Any tenant so removed or excluded in violation
37 of this section may recover possession of the property or terminate
38 the rental agreement and, in either case, may recover the actual

1 damages sustained. The prevailing party may recover the costs of suit
2 or arbitration and reasonable ~~((attorney's))~~ attorneys' fees.

3 (2) It ~~((shall be))~~ is unlawful for the tenant to hold over in
4 the premises or exclude the landlord therefrom after the termination
5 of the rental agreement except under a valid court order so
6 authorizing. Any landlord so deprived of possession of premises in
7 violation of this section may recover possession of the property and
8 damages sustained by him or her, and the prevailing party may recover
9 his or her costs of suit or arbitration and reasonable ~~((attorney's))~~
10 attorneys' fees subject to subsections (3) and (4) of this section.

11 (3) Where the court has entered a judgment in favor of the
12 landlord restoring possession of the property to the landlord, the
13 court may award statutory costs and reasonable attorneys' fees to the
14 landlord; however, the court shall not do so in the following
15 instances:

16 (a) If the judgment for possession is entered after the tenant
17 failed to appear; or

18 (b) If the total amount of rent awarded in the judgment for rent
19 is equal to or less than two months of the tenant's monthly contract
20 rent or one thousand two hundred dollars, whichever is greater.

21 (4) If a tenant has filed a motion to stay a writ of restitution
22 from execution, the court may only award attorneys' fees to the
23 landlord if the tenant is permitted to be reinstated subject to
24 repayment pursuant to RCW 59.18.410(3).

25 **Sec. 11.** RCW 59.18.055 and 1997 c 86 s 1 are each amended to
26 read as follows:

27 (1) When the ~~((plaintiff))~~ landlord, after the exercise of due
28 diligence, is unable to personally serve the summons on the
29 ~~((defendant))~~ tenant, the ~~((court))~~ landlord may ~~((authorize))~~ use
30 the alternative means of service ~~((described herein. Upon filing of~~
31 ~~an affidavit from the person or persons attempting service describing~~
32 ~~those attempts, and the filing of an affidavit from the plaintiff,~~
33 ~~plaintiff's agent, or plaintiff's attorney stating the belief that~~
34 ~~the defendant cannot be found, the court may enter an order~~
35 ~~authorizing service of the summons))~~ as follows:

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

1 (b) Copies of the summons and complaint shall be deposited in the
2 mail, postage prepaid, by both regular mail and certified mail
3 directed to the ~~((defendant's))~~ tenant's or ~~((defendants'))~~ tenants'
4 last known address not less than nine days from the return date
5 stated in the summons.

6 (2) When service on the ~~((defendant))~~ tenant or ~~((defendants))~~
7 tenants is accomplished by this alternative procedure, the court's
8 jurisdiction is limited to restoring possession of the premises to
9 the ~~((plaintiff))~~ landlord and no money judgment may be entered
10 against the ~~((defendant))~~ tenant or ~~((defendants))~~ tenants until such
11 time as jurisdiction over the ~~((defendant))~~ tenant or ~~((defendants))~~
12 tenants is obtained.

13 ~~((+2))~~ (3) Before the entry of any judgment or issuance of a
14 writ of restitution due to the tenant's failure to appear, the
15 landlord shall provide the court with a declaration from the person
16 or persons attempting service that describes the service achieved, or
17 if by alternative service pursuant to this section, that describes
18 the efforts at personal service before alternative service was used
19 and a declaration from the landlord stating his or her belief that
20 the tenant cannot be found.

21 (4) For the purposes of subsection (1) of this section, the
22 exercise of due diligence is met if the landlord attempts personal
23 service on the tenant at least three times over not less than two
24 days and at different times of the day.

25 (5) This section shall apply to this chapter and chapter 59.20
26 RCW.

27 **Sec. 12.** RCW 43.31.605 and 2018 c 66 s 2 are each amended to
28 read as follows:

29 (1)(a) Subject to the availability of funds for this purpose, the
30 landlord mitigation program is created and administered by the
31 department. The department shall have such rule-making authority as
32 the department deems necessary to administer the program.

33 (b) The following types of claims related to landlord mitigation
34 for renting private market rental units to low-income tenants using a
35 housing subsidy program are eligible for reimbursement from the
36 landlord mitigation program account:

37 ~~((+a))~~ (i) Up to one thousand dollars for improvements
38 identified in RCW 59.18.255(1)(a). In order to be eligible for
39 reimbursement under this subsection (1)~~((+a))~~ (b)(i), the landlord

1 must pay for the first five hundred dollars for improvements, and
2 rent to the tenant whose housing subsidy program was conditioned on
3 the real property passing inspection. Reimbursement under this
4 subsection (1) ~~((a))~~ (b)(i) may also include up to fourteen days of
5 lost rental income from the date of offer of housing to the applicant
6 whose housing subsidy program was conditioned on the real property
7 passing inspection until move in by that applicant;

8 ~~((b))~~ (ii) Reimbursement for damages as reflected in a judgment
9 obtained against the tenant through either an unlawful detainer
10 proceeding, or through a civil action in a court of competent
11 jurisdiction after a hearing;

12 ~~((c))~~ (iii) Reimbursement for damages established pursuant to
13 subsection (2) of this section; and

14 ~~((d))~~ (iv) Reimbursement for unpaid rent and unpaid utilities,
15 provided that the landlord can evidence it to the department's
16 satisfaction.

17 (c) Claims related to landlord mitigation for an unpaid judgment
18 for rent, late fees, attorneys' fees, and costs after a court order
19 pursuant to RCW 59.18.410(3) are eligible for reimbursement from the
20 landlord mitigation program account.

21 (i) The department shall provide for a form on its web site for
22 tenants and landlords to fill out after a court order permitting the
23 parties to apply for funds pursuant to this subsection.

24 (ii) The form provided in (c)(i) of this subsection must include:
25 (A) Space for the landlord and tenant to provide names, mailing
26 addresses, phone numbers, date of birth for the tenant, and any other
27 identifying information necessary for the department to process
28 payment; (B) the landlord's statewide vendor identification number
29 and how to obtain one; (C) name and address to whom payment must be
30 made; (D) the amount of the judgment with instructions to include any
31 other supporting documentation the department may need to process
32 payment; (E) instructions for how the tenant is to reimburse the
33 department under (c)(iii) of this subsection; (F) a description of
34 the consequences if the tenant does not reimburse the department as
35 provided in this subsection (1)(c); (G) a signature line for the
36 landlord and tenant to confirm that they have read and understood the
37 contents of the form and program; and (H) any other information
38 necessary for the operation of the program.

39 (iii) When a landlord has been reimbursed pursuant to this
40 subsection (1)(c), the tenant for whom payment was made shall

1 reimburse the department by depositing the amount disbursed from the
2 landlord mitigation program account into the court registry of the
3 superior court in which the judgment was entered. The tenant or other
4 interested party may seek an ex parte order of the court under the
5 unlawful detainer action to order such funds to be disbursed by the
6 court. Upon entry of the order, the court clerk shall disburse the
7 funds and include a case number with any payment issued to the
8 department. If directed by the court, a clerk shall issue any
9 payments made by a tenant to the department without further court
10 order.

11 (iv) The department may deny an application made by a tenant who
12 has failed to reimburse the department for prior payments issued
13 pursuant to this subsection (1)(c).

14 (v) With any disbursement from the account to the landlord, the
15 department shall notify the tenant at the address provided within the
16 application that a disbursement has been made to the landlord on the
17 tenant's behalf and that failure to reimburse the account for the
18 payment through the court registry may result in a denial of a future
19 application to the account pursuant to this subsection (1)(c). The
20 department may include any other additional information about how to
21 reimburse the account it deems necessary to fully inform the tenant.

22 (vi) Claims under this subsection (1)(c) are not subject to
23 subsection (4) of this section.

24 (vii) The department's duties with respect to obtaining
25 reimbursement from the tenant to the account are limited to those
26 specified within this subsection (1)(c).

27 (viii) If a claim under this subsection (1)(c) cannot be
28 satisfied due to a lack of existing funding, the claim is deemed
29 durable and shall be paid in the order received upon such time that
30 funding is replenished.

31 (2) In order for a claim under subsection (1)~~((e))~~ (b)(iii) of
32 this section to be eligible for reimbursement from the landlord
33 mitigation program account, a landlord must:

34 (a) Have ensured that the rental property was inspected at the
35 commencement of the tenancy by both the tenant and the landlord or
36 landlord's agent and that a detailed written move-in property
37 inspection report, as required in RCW 59.18.260, was prepared and
38 signed by both the tenant and the landlord or landlord's agent;

39 (b) Make repairs and then apply for reimbursement to the
40 department;

1 (c) Submit a claim on a form to be determined by the department,
2 signed under penalty of perjury; and

3 (d) Submit to the department copies of the move-in property
4 inspection report specified in (a) of this subsection and supporting
5 materials including, but not limited to, before repair and after
6 repair photographs, videos, copies of repair receipts for labor and
7 materials, and such other documentation or information as the
8 department may request.

9 (3) The department shall make reasonable efforts to review a
10 claim within ten business days from the date it received properly
11 submitted and complete claims to the satisfaction of the department.
12 In reviewing a claim pursuant to subsection (1)(b) of this section,
13 and determining eligibility for reimbursement, the department must
14 receive documentation, acceptable to the department in its sole
15 discretion, that the claim involves a private market rental unit
16 rented to a low-income tenant who is using a housing subsidy program.

17 (4) Claims pursuant to subsection (1)(b) of this section related
18 to a tenancy must total at least five hundred dollars in order for a
19 claim to be eligible for reimbursement from the program. While claims
20 or damages may exceed five thousand dollars, total reimbursement from
21 the program may not exceed five thousand dollars per tenancy.

22 (5) Damages, beyond wear and tear, that are eligible for
23 reimbursement include, but are not limited to: Interior wall gouges
24 and holes; damage to doors and cabinets, including hardware; carpet
25 stains or burns; cracked tiles or hard surfaces; broken windows;
26 damage to household fixtures such as disposal, toilet, sink, sink
27 handle, ceiling fan, and lighting. Other property damages beyond
28 normal wear and tear may also be eligible for reimbursement at the
29 department's discretion.

30 (6) All reimbursements for eligible claims shall be made on a
31 first-come, first-served basis, to the extent of available funds. The
32 department shall use best efforts to notify the tenant of the amount
33 and the reasons for any reimbursements made.

34 (7) The department, in its sole discretion, may inspect the
35 property and the landlord's records related to a claim, including the
36 use of a third-party inspector as needed to investigate fraud, to
37 assist in making its claim review and determination of eligibility.

38 (8) A landlord in receipt of reimbursement from the program is
39 prohibited from:

1 (a) Taking legal action against the tenant for damages
2 attributable to the same tenancy; or

3 (b) Pursuing collection, or authorizing another entity to pursue
4 collection on the landlord's behalf, of a judgment against the tenant
5 for damages attributable to the same tenancy.

6 (9) A landlord denied reimbursement under subsection (1)(~~(e)~~)
7 (b)(iii) of this section may seek to obtain a judgment from a court
8 of competent jurisdiction and, if successful, may resubmit a claim
9 for damages supported by the judgment, along with a certified copy of
10 the judgment. The department may reimburse the landlord for that
11 portion of such judgment that is based on damages reimbursable under
12 the landlord mitigation program, subject to the limitations set forth
13 in this section.

14 (10) Determinations regarding reimbursements shall be made by the
15 department in its sole discretion.

16 (11) The department must establish a web site that advertises the
17 landlord mitigation program, the availability of reimbursement from
18 the landlord mitigation program account, and maintains or links to
19 the agency rules and policies established pursuant to this section.

20 (12) Neither the state, the department, or persons acting on
21 behalf of the department, while acting within the scope of their
22 employment or agency, is liable to any person for any loss, damage,
23 harm, or other consequence resulting directly or indirectly from the
24 department's administration of the landlord mitigation program or
25 determinations under this section.

26 (13)(a) A report to the appropriate committees of the legislature
27 on the effectiveness of the program and recommended modifications
28 shall be submitted to the governor and the appropriate committees of
29 the legislature by January 1, 2021. In preparing the report, the
30 department shall convene and solicit input from a group of
31 stakeholders to include representatives of large multifamily housing
32 property owners or managers, small rental housing owners in both
33 rural and urban markets, a representative of tenant advocates, and a
34 representative of the housing authorities.

35 (b) The report shall include discussion of the effectiveness of
36 the program as well as the department's recommendations to improve
37 the program, and shall include the following:

38 (i) The number of total claims and total amount reimbursed to
39 landlords by the fund;

40 (ii) Any indices of fraud identified by the department;

1 (iii) Any reports by the department regarding inspections
2 authorized by and conducted on behalf of the department;

3 (iv) An outline of the process to obtain reimbursement for
4 improvements and for damages from the fund;

5 (v) An outline of the process to obtain reimbursement for lost
6 rent due to the rental inspection and tenant screening process,
7 together with the total amount reimbursed for such damages;

8 (vi) An evaluation of the feasibility for expanding the use of
9 the mitigation fund to provide up to ninety-day no interest loans to
10 landlords who have not received timely rental payments from a housing
11 authority that is administering section 8 rental assistance;

12 (vii) Any other modifications and recommendations made by
13 stakeholders to improve the effectiveness and applicability of the
14 program.

15 (14) As used in this section:

16 (a) "Housing subsidy program" means a housing voucher as
17 established under 42 U.S.C. Sec. 1437 as of January 1, 2018, or other
18 housing subsidy program including, but not limited to, valid short-
19 term or long-term federal, state, or local government, private
20 nonprofit, or other assistance program in which the tenant's rent is
21 paid either partially by the program and partially by the tenant, or
22 completely by the program directly to the landlord;

23 (b) "Low-income" means income that does not exceed eighty percent
24 of the median income for the standard metropolitan statistical area
25 in which the private market rental unit is located; and

26 (c) "Private market rental unit" means any unit available for
27 rent that is owned by an individual, corporation, limited liability
28 company, nonprofit housing provider, or other entity structure, but
29 does not include housing acquired, or constructed by a public housing
30 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.

31 **Sec. 13.** RCW 43.31.615 and 2018 c 66 s 3 are each amended to
32 read as follows:

33 (1) The landlord mitigation program account is created in the
34 custody of the state treasury. All transfers and appropriations by
35 the legislature, repayments, private contributions, and all other
36 sources must be deposited into the account. Expenditures from the
37 account may only be used for the landlord mitigation program under
38 this chapter to reimburse landlords for eligible claims related to
39 private market rental units during the time of their rental to low-

1 income tenants using housing subsidy programs as defined in RCW
2 43.31.605, for any unpaid judgment issued within an unlawful detainer
3 action under chapter 59.18 RCW, and for the administrative costs
4 identified in subsection (2) of this section. Only the director or
5 the director's designee may authorize expenditures from the account.
6 The account is subject to allotment procedures under chapter 43.88
7 RCW, but an appropriation is not required for expenditures.

8 (2) Administrative costs associated with application,
9 distribution, and other program activities of the department may not
10 exceed (~~ten~~) twenty percent of the annual funds available for the
11 landlord mitigation program. Reappropriations must not be included in
12 the calculation of the annual funds available for determining the
13 administrative costs.

14 NEW SECTION. **Sec. 14.** If specific funding for the purposes of
15 this act, referencing this act by bill or chapter number, is not
16 provided by June 30, 2019, in the capital or operating omnibus
17 appropriations acts, this act is null and void."

18 Correct the title.

EFFECT: Makes changes to the underlying ESSB 5600, including the following:

- (1) Adds an intent section.
- (2) Provides that the 14-day notice to pay or vacate form does not abolish any additional notice requirements to tenants as required by federal, state, or local law.
- (3) Permits the Office of the Attorney General to produce and maintain on its web site translated versions of other notices, in addition to the 14-day notice to pay or vacate.
- (4) Revises the factors that the court must consider in determining whether to stay or vacate the writ of restitution for good cause to focus entirely upon the tenant and his or her circumstances.
- (5) Prescribes a notice of default in statute which a landlord may serve upon a tenant if the tenant defaults on a payment plan.
- (6) Allows the landlord, in the event of a default by a tenant on a payment plan, to submit an application to Commerce to pay the balance from the Landlord Mitigation Program (LMP).
- (7) Requires the court, whenever a tenant seeks a stay or vacation of a writ of restitution following entry of a judgment for restitution due to nonpayment, to issue a finding as to whether the tenant is low-income, limited resourced, or experiencing hardship; and if the tenant is so found, authorizes the court to issue an order vacating the writ and providing for payment from the LMP and to direct the clerk to remit any future payments made by the tenant to Commerce.
- (8) Provides additional specificity regarding claims from the LMP for unpaid judgments for rent/late fees/attorneys' fees/costs. Tasks

Commerce with providing for a claim form on its web site. Provides that when a landlord has been reimbursed from the LMP, Commerce shall notify the tenant regarding reimbursing the fund.

(9) Provides that if a landlord claim to the LMP cannot be satisfied due to lack of existing funding, the claim is deemed durable and shall be paid in the order received upon such time that the funding is replenished.

(10) Sets forth the criteria for an award of reasonable attorneys' fees where the court has entered a judgment in favor of the landlord restoring possession of the property or if the tenant has filed a motion to stay a writ of restitution from execution.

(11) Makes wording changes, such as changing reference from "affidavit" to "declaration".

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