

SSB 6378 - S AMD 1062
By Senator Kuderer

ADOPTED AS AMENDED 02/19/2020

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

3 "NEW SECTION. **Sec. 1.** The legislature finds that despite the
4 passage of several eviction reforms during the 2019 regular
5 legislative session there is a need to clarify certain reforms and to
6 address the unintended effects and oversights that have limited the
7 impact and remedial nature of these reforms available to tenants.
8 Specifically, the legislature finds that further clarity is required
9 as to how and when tenants can access emergency rental assistance to
10 pay off unlawful detainer judgment amounts and have their tenancies
11 reinstated before judgment, when landlords can issue pay or vacate
12 notices to tenants whose primary source of income is regular, monthly
13 governmental assistance, and that a landlord cannot threaten a tenant
14 with eviction for failure to pay fees not related to rent. As a
15 result, the legislature intends with this act to make such
16 modifications to ensure that tenants with limited to no resources
17 maintain stable housing.

18 **Sec. 2.** RCW 59.18.057 and 2019 c 356 s 3 are each amended to
19 read as follows:

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

22 "TO:

23 AND TO:

24 ADDRESS:

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

26 You are receiving ((the—attached)) this notice because the
27 landlord alleges you are not in compliance with the terms of the
28 lease agreement by failing to pay rent and/or utilities and/or
29 recurring or periodic charges that are past due.

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

1 AND/OR

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

3 AND/OR

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

6 TOTAL AMOUNT DUE: \$ (dollar amount)

7 Note - payment must be ((by cash)) made pursuant to the terms of
8 the rental agreement or by nonelectronic means including, but not
9 limited to, cashier's check, money order, or other certified funds
10 ((pursuant to the terms of the rental agreement)).

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

18 The Washington state Office of the Attorney General has this
19 notice in multiple languages on its web site. You will also find
20 information there on how to find a lawyer or advocate at low or no
21 cost and any available resources to help you pay your rent.
22 Alternatively, for no-cost legal assistance for low-income renters
23 call 2-1-1 ((to learn about these services)) or the Northwest Justice
24 Project CLEAR Hotline outside King County (888) 201-1014 weekdays
25 between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60
26 and over). You may find additional information to help you at [http://](http://www.washingtonlawhelp.org)
27 www.washingtonlawhelp.org.

28 State law provides you the right to receive interpreter services
29 at court.
30

31 OWNER/LANDLORD: _____ DATE: _____

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33 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ____ (owner/landlord name) ____
34 _____ (address) _____"

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

1 **Sec. 3.** RCW 59.18.063 and 2011 c 132 s 4 are each amended to
2 read as follows:

3 (1) A landlord may refuse to accept cash for any payment of rent
4 made by a tenant, but shall provide a receipt for any payment made by
5 a tenant in the form of cash when the landlord accepts cash.

6 (2) A landlord shall provide, upon the request of a tenant, a
7 written receipt for any payments made by the tenant in a form other
8 than cash.

9 **Sec. 4.** RCW 59.18.365 and 2019 c 356 s 9 are each amended to
10 read as follows:

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

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

23 (a) By delivering a copy of the answer or notice of appearance to
24 the person who signed the summons at the street address listed on the
25 summons;

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

29 (c) By facsimile to the facsimile number listed on the summons.
30 Service by facsimile is complete upon successful transmission to the
31 facsimile number listed upon the summons;

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

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

35 IN THE SUPERIOR COURT OF THE
36 STATE OF WASHINGTON
37 IN AND
38 FOR COUNTY

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Plaintiff/ } NO.
Landlord/ }
Owner, }

vs. EVICTION SUMMONS
(Residential)

Defendant/
Tenant/
Occupant.

THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

YOUR WRITTEN

RESPONSE MUST BE RECEIVED BY: 5:00 p.m., on

TO: (Defendant's Name)

. (Defendant's Address)

GET HELP: If you do not respond by the deadline above, you will lose your right to defend yourself in court and could be evicted. If you cannot afford a lawyer, you may call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). They can refer you to free or low-cost legal help. (~~They can help you find help to pay for a lawyer.~~) You may find additional information to help you at <http://www.washingtonlawhelp.org>.

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 landlord(s) and the tenant(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)

1 **WHERE TO RESPOND:** You must mail, fax, or hand deliver your
2 response letter to your Landlord's lawyer, or if no lawyer is named
3 in the complaint, to your Landlord. If you mail the response letter,
4 you must do it 3 days before the deadline above. Request receipt of a
5 proof of mailing from the post office. If you hand deliver or fax it,
6 you must do it by the deadline above. The address is:

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

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

17 **Sec. 5.** RCW 59.18.410 and 2019 c 356 s 7 are each amended to
18 read as follows:

19 (1) If at trial the verdict of the jury or, if the case is tried
20 without a jury, the finding of the court is in favor of the landlord
21 and against the tenant, judgment shall be entered for the restitution
22 of the premises; and if the proceeding is for unlawful detainer after
23 neglect or failure to perform any condition or covenant of a lease or
24 agreement under which the property is held, or after default in the
25 payment of rent, the judgment shall also declare the forfeiture of
26 the lease, agreement, or tenancy. The jury, or the court, if the
27 proceedings are tried without a jury, shall also assess the damages
28 arising out of the tenancy occasioned to the landlord by any forcible
29 entry, or by any forcible or unlawful detainer, alleged in the
30 complaint and proved at trial, and, if the alleged unlawful detainer
31 is based on default in the payment of rent, find the amount of any
32 rent due, and the judgment shall be rendered against the tenant
33 liable for the forcible entry, forcible detainer, or unlawful
34 detainer for the amount of damages thus assessed, for the rent, if
35 any, found due, and late fees if such fees are due under the lease
36 and do not exceed seventy-five dollars in total. The court may award
37 statutory costs. The court may also award reasonable attorneys' fees
38 as provided in RCW 59.18.290.

1 (2) When the tenant is liable for unlawful detainer after a
2 default in the payment of rent, execution upon the judgment shall not
3 occur until the expiration of five court days after the entry of the
4 judgment. Before ~~((such time has expired))~~ entry of a judgment or
5 until five court days have expired after entry of the judgment, the
6 tenant or any subtenant, or any mortgagee of the term, or other party
7 interested in the continuance of the tenancy, may pay into court or
8 to the landlord the amount of the rent due, any court costs incurred
9 at the time of payment, late fees if such fees are due under the
10 lease and do not exceed seventy-five dollars in total, and attorneys'
11 fees if awarded, in which event any judgment entered shall be
12 satisfied and the tenant restored to his or her tenancy. If the
13 tenant seeks to restore his or her tenancy after entry of a judgment,
14 the tenant may tender the amount stated within the judgment as long
15 as that amount does not exceed the amount authorized under subsection
16 (1) of this section. If a tenant seeks to restore his or her tenancy
17 and pay the amount set forth in this subsection with funds acquired
18 through an emergency rental assistance program provided by a
19 governmental or nonprofit entity, the tenant shall provide a copy of
20 the pledge of emergency rental assistance provided from the
21 appropriate governmental or nonprofit entity and have an opportunity
22 to exercise such rights under this subsection, which may include a
23 stay of judgment and provision by the landlord of documentation
24 necessary for processing the assistance. The landlord shall accept
25 any pledge of emergency rental assistance funds provided to the
26 tenant from a governmental or nonprofit entity before the expiration
27 of any pay or vacate notice for nonpayment of rent for the full
28 amount of the rent owing under the rental agreement. The landlord
29 shall accept any written pledge of emergency rental assistance funds
30 provided to the tenant from a governmental or nonprofit entity after
31 the expiration of the pay or vacate notice if the pledge will
32 contribute to the total payment of both the amount of rent due,
33 including any current rent, and other amounts if required under this
34 subsection. The landlord shall suspend any court action for seven
35 court days after providing necessary payment information to the
36 nonprofit or governmental entity to allow for payment of the
37 emergency rental assistance funds. By accepting such pledge of
38 emergency rental assistance, the landlord is not required to enter
39 into any additional conditions not related to the provision of
40 necessary payment information and documentation. If a judgment has

1 been satisfied, the landlord shall file a satisfaction of judgment
2 with the court. A tenant seeking to exercise rights under this
3 subsection shall pay an additional fifty dollars for each time the
4 tenant was reinstated after judgment pursuant to this subsection
5 within the previous twelve months prior to payment. If payment of the
6 amount specified in this subsection is not made within five court
7 days after the entry of the judgment, the judgment may be enforced
8 for its full amount and for the possession of the premises.

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

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

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

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

24 (iv) The tenant's payment history;

25 (v) Whether the tenant is otherwise in substantial compliance
26 with the rental agreement;

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

28 (vii) Conduct related to other notices served within the last six
29 months.

30 (b) The burden of proof for such relief under this subsection (3)
31 shall be on the tenant. If the tenant seeks relief pursuant to this
32 subsection (3) at the time of the show cause hearing, the court shall
33 hear the matter at the time of the show cause hearing or as
34 expeditiously as possible so as to avoid unnecessary delay or
35 hardship on the parties.

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

37 (i) The court shall not stay the writ of restitution more than
38 ninety days from the date of order, but may order repayment of the
39 judgment balance within such time. If the payment plan is to exceed
40 thirty days, the total cumulative payments for each thirty-day period

1 following the order shall be no less than one month of the tenant's
2 share of the rent, and the total amount of the judgment and all
3 additional rent that is due shall be paid within ninety days.

4 (ii) Within any payment plan ordered by the court, the court
5 shall require the tenant to pay to the landlord or to the court one
6 month's rent within five court days of issuance of the order. If the
7 date of the order is on or before the fifteenth of the month, the
8 tenant shall remain current with ongoing rental payments as they
9 become due for the duration of the payment plan; if the date of the
10 order is after the fifteenth of the month, the tenant shall have the
11 option to apportion the following month's rental payment within the
12 payment plan, but monthly rental payments thereafter shall be paid
13 according to the rental agreement.

14 (iii) The sheriff may serve the writ of restitution upon the
15 tenant before the expiration of the five court days of issuance of
16 the order; however, the sheriff shall not execute the writ of
17 restitution until after expiration of the five court days in order
18 for payment to be made of one month's rent as required by (c)(ii) of
19 this subsection. In the event payment is made as provided in (c)(ii)
20 of this subsection for one month's rent, the court shall stay the
21 writ of restitution ex parte without prior notice to the landlord
22 upon the tenant filing and presenting a motion to stay with a
23 declaration of proof of payment demonstrating full compliance with
24 the required payment of one month's rent. Any order staying the writ
25 of restitution under this subsection (3)(c)(iii) shall require the
26 tenant to serve a copy of the order on the landlord by personal
27 delivery, first-class mail, facsimile, or email if agreed to by the
28 parties.

29 (A) If the tenant has satisfied (c)(ii) of this subsection by
30 paying one month's rent within five court days, but defaults on a
31 subsequent payment required by the court pursuant to this subsection
32 (3)(c), the landlord may enforce the writ of restitution after
33 serving a notice of default in accordance with RCW 59.12.040
34 informing the tenant that he or she has defaulted on rent due under
35 the lease agreement or payment plan entered by the court. Upon
36 service of the notice of default, the tenant shall have three
37 calendar days from the date of service to vacate the premises before
38 the sheriff may execute the writ of restitution.

39 (B) If the landlord serves the notice of default described under
40 this subsection (3)(c)(iii), an additional day is not included in

1 calculating the time before the sheriff may execute the writ of
2 restitution. The notice of default must be in substantially the
3 following form:

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

5 NAME(S)

6 ADDRESS

7 CITY, STATE, ZIP

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

11 DATE

12 AMOUNT

13 DATE

14 AMOUNT

15 DATE

16 AMOUNT

17 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE
18 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL
19 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR
20 PAYMENT PLAN IN THE AMOUNT OF \$.

21 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL
22 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY
23 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT
24 YOU ARE RENTING.

25 DATE

26 SIGNATURE

27 LANDLORD/AGENT

28 NAME

29 ADDRESS

30 PHONE

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

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

1 (d) (~~(A tenant who has been served with three or more notices to~~
2 ~~pay or vacate for failure to pay rent as set forth in RCW 59.12.040~~
3 ~~within twelve months prior to the notice to pay or vacate upon which~~
4 ~~the proceeding is based may not seek relief under this subsection~~
5 ~~(3).~~

6 ~~(e))~~ (i) In any application seeking relief pursuant to this
7 subsection (3) by either the tenant or landlord, the court shall
8 issue a finding as to whether the tenant is low-income, limited
9 resourced, or experiencing hardship to determine if the parties would
10 be eligible for disbursement through the landlord mitigation program
11 account established within RCW 43.31.605(1)(c). In making this
12 finding, the court may include an inquiry regarding the tenant's
13 income relative to area median income, household composition, any
14 extenuating circumstances, or other factors, and may rely on written
15 declarations or oral testimony by the parties at the hearing.

16 (ii) After a finding that the tenant is low-income, limited
17 resourced, or experiencing hardship, the court may issue an order:
18 (A) Finding that the landlord is eligible to receive on behalf of the
19 tenant and may apply for reimbursement from the landlord mitigation
20 program; and (B) directing the clerk to remit, without further order
21 of the court, any future payments made by the tenant in order to
22 reimburse the department of commerce pursuant to RCW
23 43.31.605(1)(c) (iii). In accordance with RCW 43.31.605(1)(c), such an
24 order must be accompanied by a copy of the order staying the writ of
25 restitution. Nothing in this subsection (3) (~~(e))~~ (d) shall be
26 deemed to obligate the department of commerce to provide assistance
27 in claim reimbursement through the landlord mitigation program if
28 there are not sufficient funds.

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

36 (iv) Upon payment by the department of commerce to the landlord
37 for the remaining or total amount of the judgment, as applicable, the
38 judgment is satisfied and the landlord shall file a satisfaction of
39 judgment with the court.

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

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

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

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

22 **Sec. 6.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to
23 read as follows:

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

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

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

33 (a) Agrees to waive or to forgo rights or remedies under this
34 chapter; or

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

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

1 (d) Agrees to the exculpation or limitation of any liability of
2 the landlord arising under law or to indemnify the landlord for that
3 liability or the costs connected therewith; or

4 (e) And landlord have agreed to a particular arbitrator at the
5 time the rental agreement is entered into.

6 (3) A provision prohibited by subsection (2) of this section
7 included in a rental agreement is unenforceable. If a landlord
8 deliberately uses a rental agreement containing provisions known by
9 him or her to be prohibited, the tenant may recover actual damages
10 sustained by him or her, statutory damages not to exceed five hundred
11 dollars, costs of suit, and reasonable attorneys' fees.

12 (4) The common law right of the landlord of distress for rent is
13 hereby abolished for property covered by this chapter. Any provision
14 in a rental agreement creating a lien upon the personal property of
15 the tenant or authorizing a distress for rent is null and void and of
16 no force and effect. Any landlord who takes or detains the personal
17 property of a tenant without the specific written consent of the
18 tenant to such incident of taking or detention, and who, after
19 written demand by the tenant for the return of his or her personal
20 property, refuses to return the same promptly shall be liable to the
21 tenant for the value of the property retained, actual damages, and if
22 the refusal is intentional, may also be liable for damages of up to
23 five hundred dollars per day but not to exceed five thousand dollars,
24 for each day or part of a day that the tenant is deprived of his or
25 her property. The prevailing party may recover his or her costs of
26 suit and a reasonable attorneys' fee.

27 In any action, including actions pursuant to chapters 7.64 or
28 12.28 RCW, brought by a tenant or other person to recover possession
29 of his or her personal property taken or detained by a landlord in
30 violation of this section, the court, upon motion and after notice to
31 the opposing parties, may waive or reduce any bond requirements where
32 it appears to be to the satisfaction of the court that the moving
33 party is proceeding in good faith and has, prima facie, a meritorious
34 claim for immediate delivery or redelivery of said property.

35 **Sec. 7.** RCW 59.18.290 and 2019 c 356 s 10 are each amended to
36 read as follows:

37 (1) It is unlawful for the landlord to remove or exclude from the
38 premises the tenant thereof except under a court order so
39 authorizing. Any tenant so removed or excluded in violation of this

1 section may recover possession of the property or terminate the
2 rental agreement and, in either case, may recover the actual damages
3 sustained. The prevailing party may recover the costs of suit or
4 arbitration and reasonable attorneys' fees.

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

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

17 (a) If the judgment for possession is entered after the tenant
18 failed to (~~appear~~) respond to a pleading or other notice requiring
19 a response authorized under this chapter; or

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

23 (4) If a tenant has filed a motion to stay a writ of restitution
24 from execution, the court may only award attorneys' fees to the
25 landlord if the tenant is permitted to be reinstated pursuant to RCW
26 59.18.410(3). Any attorneys' fees awarded shall be subject to
27 repayment pursuant to RCW 59.18.410(3).

28 **Sec. 8.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
29 read as follows:

30 (1) The tenant shall conform to all reasonable obligations or
31 restrictions, whether denominated by the landlord as rules, rental
32 agreement, rent, or otherwise, concerning the use, occupation, and
33 maintenance of his or her dwelling unit, appurtenances thereto, and
34 the property of which the dwelling unit is a part if such obligations
35 and restrictions are not in violation of any of the terms of this
36 chapter and are not otherwise contrary to law, and if such
37 obligations and restrictions are brought to the attention of the
38 tenant at the time of his or her initial occupancy of the dwelling
39 unit and thus become part of the rental agreement.

1 (2) The tenant may propose that the date rent is due in the
2 rental agreement be altered to a different due date of the month if
3 the request is submitted in writing and the tenant can demonstrate
4 that his or her primary source of income is a regular, monthly source
5 of governmental assistance that is not received until after the date
6 rent is due. The landlord shall agree to such a proposal if the
7 proposed new due date is not more than five days later than the
8 original rent due date. If the tenant can demonstrate that their
9 source of regular, monthly governmental assistance is not received
10 until more than five days after the original rent due date, a
11 landlord may retain the original rent due date but must provide the
12 tenant a one-time option to pay one month's rent in equal
13 installments over three months. Nothing in this section precludes the
14 landlord and the tenant from agreeing to a different rent due date or
15 other arrangements.

16 (3) Except for termination of tenancy and an increase in the
17 amount of rent, after thirty days written notice to each affected
18 tenant, a new rule of tenancy may become effective upon completion of
19 the term of the rental agreement or sooner upon mutual consent.

20 (~~(3)~~) (4)(a) Except as provided in (b) of this subsection, a
21 landlord shall provide a minimum of sixty days' prior written notice
22 of an increase in the amount of rent to each affected tenant, and any
23 increase in the amount of rent may not become effective prior to the
24 completion of the term of the rental agreement.

25 (b) If the rental agreement governs a subsidized tenancy where
26 the amount of rent is based on the income of the tenant or
27 circumstances specific to the subsidized household, a landlord shall
28 provide a minimum of thirty days' prior written notice of an increase
29 in the amount of rent to each affected tenant. An increase in the
30 amount of rent may become effective upon completion of the term of
31 the rental agreement or sooner upon mutual consent.

32 **Sec. 9.** RCW 43.31.605 and 2019 c 356 s 12 are each amended to
33 read as follows:

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

38 (b) The following types of claims related to landlord mitigation
39 for renting private market rental units to low-income tenants using a

1 housing subsidy program are eligible for reimbursement from the
2 landlord mitigation program account:

3 (i) Up to one thousand dollars for improvements identified in RCW
4 59.18.255(1)(a). In order to be eligible for reimbursement under this
5 subsection (1)(b)(i), the landlord must pay for the first five
6 hundred dollars for improvements, and rent to the tenant whose
7 housing subsidy program was conditioned on the real property passing
8 inspection. Reimbursement under this subsection (1)(b)(i) may also
9 include up to fourteen days of lost rental income from the date of
10 offer of housing to the applicant whose housing subsidy program was
11 conditioned on the real property passing inspection until move in by
12 that applicant;

13 (ii) Reimbursement for damages as reflected in a judgment
14 obtained against the tenant through either an unlawful detainer
15 proceeding, or through a civil action in a court of competent
16 jurisdiction after a hearing;

17 (iii) Reimbursement for damages established pursuant to
18 subsection (2) of this section; and

19 (iv) Reimbursement for unpaid rent and unpaid utilities, provided
20 that the landlord can evidence it to the department's satisfaction.

21 (c) Claims related to landlord mitigation for an unpaid judgment
22 for rent, late fees, attorneys' fees, and costs after a court order
23 pursuant to RCW 59.18.410(3), including any unpaid portion of the
24 judgment after the tenant defaults on the payment plan pursuant to
25 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord
26 mitigation program account and are exempt from any postjudgment
27 interest required under RCW 4.56.110. Any claim for reimbursement
28 made pursuant to RCW 59.18.410(3)(d)(ii) must be accompanied by a
29 court order staying the writ of restitution pursuant to RCW
30 59.18.410(3). Any claim for reimbursement under this subsection
31 (1)(c) is not an entitlement.

32 (i) The department shall provide for a form on its web site for
33 tenants and landlords to apply for reimbursement funds for the
34 landlord pursuant to this subsection (1)(c).

35 (ii) The form must include: (A) Space for the landlord and tenant
36 to provide names, mailing addresses, phone numbers, date of birth for
37 the tenant, and any other identifying information necessary for the
38 department to process payment; (B) the landlord's statewide vendor
39 identification number and how to obtain one; (C) name and address to
40 whom payment must be made; (D) the amount of the judgment with

1 instructions to include any other supporting documentation the
2 department may need to process payment; (E) instructions for how the
3 tenant is to reimburse the department under (c)(iii) of this
4 subsection; (F) a description of the consequences if the tenant does
5 not reimburse the department as provided in this subsection (1)(c);
6 (G) a signature line for the landlord and tenant to confirm that they
7 have read and understood the contents of the form and program; and
8 (H) any other information necessary for the operation of the program.
9 If the tenant has not signed the form after the landlord has made
10 good faith efforts to obtain the tenant's signature, the landlord may
11 solely submit the form but must attest to the amount of money owed
12 and sign the form under penalty of perjury.

13 (iii) When a landlord has been reimbursed pursuant to this
14 subsection (1)(c), the tenant for whom payment was made shall
15 reimburse the department by depositing the amount disbursed from the
16 landlord mitigation program account into the court registry of the
17 superior court in which the judgment was entered. The tenant or other
18 interested party may seek an ex parte order of the court under the
19 unlawful detainer action to order such funds to be disbursed by the
20 court. Upon entry of the order, the court clerk shall disburse the
21 funds and include a case number with any payment issued to the
22 department. If directed by the court, a clerk shall issue any
23 payments made by a tenant to the department without further court
24 order.

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

28 (v) With any disbursement from the account to the landlord, the
29 department shall notify the tenant at the address provided within the
30 application that a disbursement has been made to the landlord on the
31 tenant's behalf and that failure to reimburse the account for the
32 payment through the court registry may result in a denial of a future
33 application to the account pursuant to this subsection (1)(c). The
34 department may include any other additional information about how to
35 reimburse the account it deems necessary to fully inform the tenant.

36 (vi) The department's duties with respect to obtaining
37 reimbursement from the tenant to the account are limited to those
38 specified within this subsection (1)(c).

39 (vii) If at any time funds do not exist in the landlord
40 mitigation program account to reimburse claims submitted under this

1 subsection (1)(c), the department must create and maintain a waitlist
2 and distribute funds in the order the claims are received pursuant to
3 subsection (6) of this section. Payment of any claims on the waitlist
4 shall be made only from the landlord mitigation program account. The
5 department shall not be civilly or criminally liable and may not have
6 any penalty or cause of action of any nature arise against it
7 regarding the provision or lack of provision of funds for
8 reimbursement.

9 (2) In order for a claim under subsection (1)(b)(iii) of this
10 section to be eligible for reimbursement from the landlord mitigation
11 program account, a landlord must:

12 (a) Have ensured that the rental property was inspected at the
13 commencement of the tenancy by both the tenant and the landlord or
14 landlord's agent and that a detailed written move-in property
15 inspection report, as required in RCW 59.18.260, was prepared and
16 signed by both the tenant and the landlord or landlord's agent;

17 (b) Make repairs and then apply for reimbursement to the
18 department;

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

21 (d) Submit to the department copies of the move-in property
22 inspection report specified in (a) of this subsection and supporting
23 materials including, but not limited to, before repair and after
24 repair photographs, videos, copies of repair receipts for labor and
25 materials, and such other documentation or information as the
26 department may request.

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

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

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

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

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

17 (8) A landlord in receipt of reimbursement from the program
18 pursuant to subsection (1)(b) of this section is prohibited from:

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

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

24 (9) A landlord denied reimbursement under subsection (1)(b)(iii)
25 of this section may seek to obtain a judgment from a court of
26 competent jurisdiction and, if successful, may resubmit a claim for
27 damages supported by the judgment, along with a certified copy of the
28 judgment. The department may reimburse the landlord for that portion
29 of such judgment that is based on damages reimbursable under the
30 landlord mitigation program, subject to the limitations set forth in
31 this section.

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

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

38 (12) Neither the state, the department, or persons acting on
39 behalf of the department, while acting within the scope of their
40 employment or agency, is liable to any person for any loss, damage,

1 harm, or other consequence resulting directly or indirectly from the
2 department's administration of the landlord mitigation program or
3 determinations under this section.

4 (13)(a) A report to the appropriate committees of the legislature
5 on the effectiveness of the program and recommended modifications
6 shall be submitted to the governor and the appropriate committees of
7 the legislature by January 1, 2021. In preparing the report, the
8 department shall convene and solicit input from a group of
9 stakeholders to include representatives of large multifamily housing
10 property owners or managers, small rental housing owners in both
11 rural and urban markets, a representative of tenant advocates, and a
12 representative of the housing authorities.

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

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

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

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

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

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

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

30 (vii) Any other modifications and recommendations made by
31 stakeholders to improve the effectiveness and applicability of the
32 program.

33 (14) As used in this section:

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

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

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

9 NEW SECTION. **Sec. 10.** Sections 5 through 9 of this act are
10 necessary for the immediate preservation of the public peace, health,
11 or safety, or support of the state government and its existing public
12 institutions, and take effect immediately."

SSB 6378 - S AMD 1062
By Senator Kuderer

ADOPTED AS AMENDED 02/19/2020

13 On page 1, line 1 of the title, after "protections;" strike the
14 remainder of the title and insert "amending RCW 59.18.057, 59.18.063,
15 59.18.365, 59.18.410, 59.18.230, 59.18.290, 59.18.140, and 43.31.605;
16 creating a new section; and declaring an emergency."

EFFECT: (1) Clarifies when landlords must accept a pledge of
emergency rental assistance and for how much of the rent owing if
assistance is received either before or after any pay or vacate
notice.

(2) Requires landlords to suspend court action for 7 court days
to allow for payment of any assistance funds.

(3) Provides that landlords are not required to enter into
additional conditions not related to the provision of necessary
payment information and documentation if they accept assistance
funds.

(4) Requires a court to serve an ex parte order to stay a writ of
restitution by alternative means to all parties to provide notice of
the court date.

(5) Removes failure of a tenant to appear at a subsequent hearing
as a reason for when landlord's may not be awarded reasonable
attorneys' fees.

(6) Requires landlords to accept a proposed new rent due date if
a tenant submits a request to do so in writing and can demonstrate
their primary source of income is regular, monthly governmental
assistance, but only if the new due date is not more than 5 days
after the rent due date in the lease agreement. Authorizes landlords
to retain the original due date upon such a request if the tenant's
governmental assistance is not received until more than 5 days after
rent is due, but requires the landlord to provide the tenant a one-

time option to pay one month's rent in equal installments over three months.

(7) Authorizes landlords to refuse to accept cash for any payment of rent made by a tenant.

--- END ---