

FINAL BILL REPORT

ESSB 6378

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Synopsis as Enacted

Brief Description: Concerning residential tenant protections.

Sponsors: Senate Committee on Housing Stability & Affordability (originally sponsored by Senators Kuderer, Darneille, Das and Lovelett).

Senate Committee on Housing Stability & Affordability
House Committee on Civil Rights & Judiciary

Background: Residential-Landlord Tenant Act. The Residential Landlord-Tenant Act (RLTA) regulates the creation of residential tenancies and the relationship between landlords and tenants of residential dwelling units. The RLTA establishes rights and duties of both tenants and landlords, procedures for the parties to enforce their rights, and remedies for violations of the RLTA.

In 2019, the Legislature enacted several reforms covering a wide variety of issues governing the landlord-tenant relationship, including:

- modifying how rent is defined and how and when landlords apply tenant payments to rent or other costs and nonpossessory fees;
- providing a uniform 14-day notice to pay or vacate with an updated summons form for landlords to use when a tenant fails to pay rent;
- modifying the tenancy reinstatement process, with limits on late fees, before a judgement is issued during an unlawful detainer action;
- clarifying when and the amount in which attorneys' fees are awarded to either party in an unlawful detainer action;
- establishing how and when judges can exercise judicial discretion to stay a writ of restitution after judgment in cases involving non-payment of rent;
- prohibiting access to such judicial discretion if a tenant is issued three 14-day notices to pay or vacate within the prior 12-month period; and
- expanding the landlord mitigation program within the Department of Commerce to include landlord claims for reimbursement in unlawful detainer cases where judicial discretion is exercised and there is an unpaid judgment for rent, late fees, attorneys' fees, and costs, including any unpaid portion of the judgment after the tenant defaults on a court ordered payment plan.

Summary: The uniform 14-day pay or vacate notice is modified to include the tenant name and address, language clarifying appropriate method of payment for rent owed, and clarified

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legal resources available for tenants. Corresponding changes are applied to the unlawful detainer action summons, specifically the clarified legal resources available for tenants.

A landlord may refuse to accept cash for any payment of rent made by a tenant, but remains statutorily required to provide a receipt for payment made by a tenant in the form of cash when the landlord accepts cash.

For a tenant to restore their tenancy after entry of a judgment under an unlawful detainer action, the tenant may tender the amount stated within the judgment as long as the amount does not exceed the statutory limits imposed. Any tenant that seeks to restore their tenancy and pay the judgment amount with funds acquired through an emergency rental assistance program provided by a governmental or nonprofit entity must provide a copy of the pledge of such assistance from the appropriate governmental or nonprofit entity. In doing so, the tenant is entitled to an opportunity to exercise certain reinstatement rights, including a stay of the judgment and the landlord providing documentation necessary to process such assistance.

Landlords must accept any pledge of emergency rental assistance funds provided to the tenant from a governmental or nonprofit entity before the expiration of any notice to pay or vacate for nonpayment of rent for the full amount of the rent owing under the rental agreement. Landlords must also accept any pledge of emergency rental assistance funds provided to the tenant from a governmental or nonprofit entity after the expiration of any notice to pay or vacate for nonpayment of rent if the pledge will contribute to the total payment of both amount of rent due, including any current rent, and other amounts required under law. A landlord must suspend any court action for seven court days after providing necessary payment information to the nonprofit or governmental entity to allow for payment of the assistance funds. By accepting such pledge, a landlord is not required to enter into any additional conditions unrelated to providing necessary payment information and documentation.

Any application seeking relief under the exercise of judicial discretion may be made by either the tenant or landlord. Any court order finding that the landlord may apply to the landlord mitigation program for reimbursement after the exercise of judicial discretion must also be accompanied by a copy of the order staying the writ of restitution.

A court must require that service of an ex parte order and motion staying the writ of restitution be made by personal delivery, mail, facsimile, or other means most likely to afford all parties notice of the court date.

Landlords may not threaten a tenant with eviction for failure to pay nonpossessory charges not related to rent owed.

A court may not award attorneys' fees to the landlord in any judgment that restores possession to the landlord if the judgment is entered after a tenant's failure to respond to a pleading or other notice requiring a response.

Votes on Final Passage:

Senate	30	18
House	54	42

Effective: June 11, 2020
April 2, 2020 (Sections 5 through 8)