
SENATE BILL 6378

State of Washington

66th Legislature

2020 Regular Session

By Senators Kuderer, Darneille, Das, and Lovelett

Read first time 01/15/20. Referred to Committee on Housing Stability & Affordability.

1 AN ACT Relating to residential tenant protections; amending RCW
2 59.18.057, 59.18.365, 59.18.410, 59.18.230, 59.18.290, 59.18.140, and
3 43.31.605; creating a new section; and declaring an emergency.

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

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

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

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

3 "TO:

4 AND TO:

5 ADDRESS:

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

7 You are receiving (~~the attached~~) this notice because the
8 landlord alleges you are not in compliance with the terms of the
9 lease agreement by failing to pay rent and/or utilities and/or
10 recurring or periodic charges that are past due.

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

12 AND/OR

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

14 AND/OR

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

17 TOTAL AMOUNT DUE: \$ (dollar amount)

18 Note - payment must be (~~by cash~~) made pursuant to the terms of
19 the rental agreement or by nonelectronic means including, but not
20 limited to, cashier's check, money order, or other certified funds
21 (~~pursuant to the terms of the rental agreement~~).

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

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

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 **Sec. 3.** RCW 59.18.365 and 2019 c 356 s 9 are each amended to
12 read as follows:

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

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

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

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

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

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

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

1 IN THE SUPERIOR COURT OF THE
2 STATE OF WASHINGTON
3 IN AND
4 FOR COUNTY

5 Plaintiff/ } NO.
6 Landlord/ }
7 Owner, }
8 }
9 }

10
11
12 vs. EVICTION SUMMONS
13 (Residential)

14 Defendant/
15 Tenant/
16 Occupant.

17 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

18 YOUR **WRITTEN**

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

20 TO: (Defendant's Name)

21 (Defendant's Address)

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

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

- 34 (1) A statement that you are appearing in the court case
35 (2) Names of the landlord(s) and the tenant(s) (as listed above)

1 (3) Your name, your address where legal documents may be sent,
2 your signature, phone number (if any), and case number (if the case
3 is filed)

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

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

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

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

24 **Sec. 4.** RCW 59.18.410 and 2019 c 356 s 7 are each amended to
25 read as follows:

26 (1) If at trial the verdict of the jury or, if the case is tried
27 without a jury, the finding of the court is in favor of the landlord
28 and against the tenant, judgment shall be entered for the restitution
29 of the premises; and if the proceeding is for unlawful detainer after
30 neglect or failure to perform any condition or covenant of a lease or
31 agreement under which the property is held, or after default in the
32 payment of rent, the judgment shall also declare the forfeiture of
33 the lease, agreement, or tenancy. The jury, or the court, if the
34 proceedings are tried without a jury, shall also assess the damages
35 arising out of the tenancy occasioned to the landlord by any forcible
36 entry, or by any forcible or unlawful detainer, alleged in the
37 complaint and proved at trial, and, if the alleged unlawful detainer
38 is based on default in the payment of rent, find the amount of any
39 rent due, and the judgment shall be rendered against the tenant

1 liable for the forcible entry, forcible detainer, or unlawful
2 detainer for the amount of damages thus assessed, for the rent, if
3 any, found due, and late fees if such fees are due under the lease
4 and do not exceed seventy-five dollars in total. The court may award
5 statutory costs. The court may also award reasonable attorneys' fees
6 as provided in RCW 59.18.290.

7 (2) When the tenant is liable for unlawful detainer after a
8 default in the payment of rent, execution upon the judgment shall not
9 occur until the expiration of five court days after the entry of the
10 judgment. Before ~~((such time has expired))~~ issuance of a judgment or
11 until five court days have expired after issuance of the judgment,
12 the tenant or any subtenant, or any mortgagee of the term, or other
13 party interested in the continuance of the tenancy, may pay into
14 court or to the landlord the amount of the rent due, any court costs
15 incurred at the time of payment, late fees if such fees are due under
16 the lease and do not exceed seventy-five dollars in total, and
17 attorneys' fees if awarded, in which event any judgment entered shall
18 be satisfied and the tenant restored to his or her tenancy. If the
19 tenant seeks to restore his or her tenancy after entry of a judgment,
20 the tenant may tender the amount stated within the judgment as long
21 as that amount does not exceed the amount authorized under subsection
22 (1) of this section. If a tenant seeks to restore his or her tenancy
23 and pay the amount set forth in this subsection with funds acquired
24 through an emergency rental assistance program provided by a
25 governmental or nonprofit entity, the tenant shall provide a copy of
26 the pledge of emergency rental assistance provided from the
27 appropriate governmental or nonprofit entity and have an equal
28 opportunity to exercise such rights under this subsection, which may
29 include a stay of judgment and provision by the landlord of
30 documentation necessary for processing the assistance. The landlord
31 shall accept any pledge of emergency rental assistance funds provided
32 to the tenant from a governmental or nonprofit entity before the
33 expiration of the fourteen-day pay or vacate notice under RCW
34 59.12.030(3) for any amount of the rent owing under the rental
35 agreement. If a judgment has been satisfied, the landlord shall file
36 a satisfaction of judgment with the court. A tenant seeking to
37 exercise rights under this subsection shall pay an additional fifty
38 dollars for each time the tenant was reinstated after judgment
39 pursuant to this subsection within the previous twelve months prior
40 to payment. If payment of the amount specified in this subsection is

1 not made within five court days after the entry of the judgment, the
2 judgment may be enforced for its full amount and for the possession
3 of the premises.

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

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

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

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

19 (iv) The tenant's payment history;

20 (v) Whether the tenant is otherwise in substantial compliance
21 with the rental agreement;

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

23 (vii) Conduct related to other notices served within the last six
24 months.

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

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

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

39 (ii) Within any payment plan ordered by the court, the court
40 shall require the tenant to pay to the landlord or to the court one

1 month's rent within five court days of issuance of the order. If the
2 date of the order is on or before the fifteenth of the month, the
3 tenant shall remain current with ongoing rental payments as they
4 become due for the duration of the payment plan; if the date of the
5 order is after the fifteenth of the month, the tenant shall have the
6 option to apportion the following month's rental payment within the
7 payment plan, but monthly rental payments thereafter shall be paid
8 according to the rental agreement.

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

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

34 (B) If the landlord serves the notice of default described under
35 this subsection (3)(c)(iii), an additional day is not included in
36 calculating the time before the sheriff may execute the writ of
37 restitution. The notice of default must be in substantially the
38 following form:

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

1 NAME (S)
2 ADDRESS
3 CITY, STATE, ZIP

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

7 DATE
8 AMOUNT
9 DATE
10 AMOUNT
11 DATE
12 AMOUNT

13 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE
14 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL
15 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR
16 PAYMENT PLAN IN THE AMOUNT OF \$.
17 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL
18 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY
19 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT
20 YOU ARE RENTING.

21 DATE
22 SIGNATURE
23 LANDLORD/AGENT
24 NAME
25 ADDRESS
26 PHONE

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

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

35 ~~(d) ((A tenant who has been served with three or more notices to~~
36 ~~pay or vacate for failure to pay rent as set forth in RCW 59.12.040~~
37 ~~within twelve months prior to the notice to pay or vacate upon which~~

1 ~~the proceeding is based may not seek relief under this subsection~~
2 ~~(3).~~

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

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

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

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

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

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

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

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

18 **Sec. 5.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to
19 read as follows:

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

26 (b) A landlord may not threaten a tenant with eviction or
27 insinuate a tenant may be evicted for failure to pay nonpossessory
28 charges limited under RCW 59.18.283.

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

30 (a) Agrees to waive or to forgo rights or remedies under this
31 chapter; or

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

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

36 (d) Agrees to the exculpation or limitation of any liability of
37 the landlord arising under law or to indemnify the landlord for that
38 liability or the costs connected therewith; or

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

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

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

24 In any action, including actions pursuant to chapters 7.64 or
25 12.28 RCW, brought by a tenant or other person to recover possession
26 of his or her personal property taken or detained by a landlord in
27 violation of this section, the court, upon motion and after notice to
28 the opposing parties, may waive or reduce any bond requirements where
29 it appears to be to the satisfaction of the court that the moving
30 party is proceeding in good faith and has, prima facie, a meritorious
31 claim for immediate delivery or redelivery of said property.

32 **Sec. 6.** RCW 59.18.290 and 2019 c 356 s 10 are each amended to
33 read as follows:

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

1 sustained. The prevailing party may recover the costs of suit or
2 arbitration and reasonable attorneys' fees.

3 (2) It is unlawful for the tenant to hold over in the premises or
4 exclude the landlord therefrom after the termination of the rental
5 agreement except under a valid court order so authorizing. Any
6 landlord so deprived of possession of premises in violation of this
7 section may recover possession of the property and damages sustained
8 by him or her, and the prevailing party may recover his or her costs
9 of suit or arbitration and reasonable attorneys' fees subject to
10 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 reasonable attorneys' fees to the landlord; however,
14 the court shall not award attorneys' fees in the following instances:

15 (a) If the judgment for possession is entered after the tenant
16 failed to respond to a pleading or other notice requiring a response
17 authorized under this chapter or appear in person at a subsequent
18 hearing; or

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

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

27 **Sec. 7.** RCW 59.18.140 and 2019 c 105 s 1 are each amended to
28 read as follows:

29 (1) The tenant shall conform to all reasonable obligations or
30 restrictions, whether denominated by the landlord as rules, rental
31 agreement, rent, or otherwise, concerning the use, occupation, and
32 maintenance of his or her dwelling unit, appurtenances thereto, and
33 the property of which the dwelling unit is a part if such obligations
34 and restrictions are not in violation of any of the terms of this
35 chapter and are not otherwise contrary to law, and if such
36 obligations and restrictions are brought to the attention of the
37 tenant at the time of his or her initial occupancy of the dwelling
38 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. The
3 landlord shall agree to such a proposal if it is submitted in writing
4 and the tenant can demonstrate that his or her primary source of
5 income is a regular, monthly source of governmental assistance that
6 is not received until after the date rent is due in the rental
7 agreement. The proposed rent due date may not be more than five days
8 after the date the regular, monthly source of governmental assistance
9 is received by the tenant.

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

14 (~~(3)~~) (4)(a) Except as provided in (b) of this subsection, a
15 landlord shall provide a minimum of sixty days' prior written notice
16 of an increase in the amount of rent to each affected tenant, and any
17 increase in the amount of rent may not become effective prior to the
18 completion of the term of the rental agreement.

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

26 **Sec. 8.** RCW 43.31.605 and 2019 c 356 s 12 are each amended to
27 read as follows:

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

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

36 (i) Up to one thousand dollars for improvements identified in RCW
37 59.18.255(1)(a). In order to be eligible for reimbursement under this
38 subsection (1)(b)(i), the landlord must pay for the first five
39 hundred dollars for improvements, and rent to the tenant whose

1 housing subsidy program was conditioned on the real property passing
2 inspection. Reimbursement under this subsection (1)(b)(i) may also
3 include up to fourteen days of lost rental income from the date of
4 offer of housing to the applicant whose housing subsidy program was
5 conditioned on the real property passing inspection until move in by
6 that applicant;

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

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

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

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

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

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

1 have read and understood the contents of the form and program; and
2 (H) any other information necessary for the operation of the program.
3 If the tenant has not signed the form after the landlord has made
4 good faith efforts to obtain the tenant's signature, the landlord may
5 solely submit the form but must attest to the amount of money owed
6 and sign the form under penalty of perjury.

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

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

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

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

33 (vii) If at any time funds do not exist in the landlord
34 mitigation program account to reimburse claims submitted under this
35 subsection (1)(c), the department must create and maintain a waitlist
36 and distribute funds in the order the claims are received pursuant to
37 subsection (6) of this section. Payment of any claims on the waitlist
38 shall be made only from the landlord mitigation program account. The
39 department shall not be civilly or criminally liable and may not have
40 any penalty or cause of action of any nature arise against it

1 regarding the provision or lack of provision of funds for
2 reimbursement.

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

6 (a) Have ensured that the rental property was inspected at the
7 commencement of the tenancy by both the tenant and the landlord or
8 landlord's agent and that a detailed written move-in property
9 inspection report, as required in RCW 59.18.260, was prepared and
10 signed by both the tenant and the landlord or landlord's agent;

11 (b) Make repairs and then apply for reimbursement to the
12 department;

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

15 (d) Submit to the department copies of the move-in property
16 inspection report specified in (a) of this subsection and supporting
17 materials including, but not limited to, before repair and after
18 repair photographs, videos, copies of repair receipts for labor and
19 materials, and such other documentation or information as the
20 department may request.

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

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

34 (5) Damages, beyond wear and tear, that are eligible for
35 reimbursement include, but are not limited to: Interior wall gouges
36 and holes; damage to doors and cabinets, including hardware; carpet
37 stains or burns; cracked tiles or hard surfaces; broken windows;
38 damage to household fixtures such as disposal, toilet, sink, sink
39 handle, ceiling fan, and lighting. Other property damages beyond

1 normal wear and tear may also be eligible for reimbursement at the
2 department's discretion.

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

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

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

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

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

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

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

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

32 (12) Neither the state, the department, or persons acting on
33 behalf of the department, while acting within the scope of their
34 employment or agency, is liable to any person for any loss, damage,
35 harm, or other consequence resulting directly or indirectly from the
36 department's administration of the landlord mitigation program or
37 determinations under this section.

38 (13)(a) A report to the appropriate committees of the legislature
39 on the effectiveness of the program and recommended modifications
40 shall be submitted to the governor and the appropriate committees of

1 the legislature by January 1, 2021. In preparing the report, the
2 department shall convene and solicit input from a group of
3 stakeholders to include representatives of large multifamily housing
4 property owners or managers, small rental housing owners in both
5 rural and urban markets, a representative of tenant advocates, and a
6 representative of the housing authorities.

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

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

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

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

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

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

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

24 (vii) Any other modifications and recommendations made by
25 stakeholders to improve the effectiveness and applicability of the
26 program.

27 (14) As used in this section:

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

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

38 (c) "Private market rental unit" means any unit available for
39 rent that is owned by an individual, corporation, limited liability
40 company, nonprofit housing provider, or other entity structure, but

1 does not include housing acquired, or constructed by a public housing
2 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.

3 NEW SECTION. **Sec. 9.** This act is necessary for the immediate
4 preservation of the public peace, health, or safety, or support of
5 the state government and its existing public institutions, and takes
6 effect immediately.

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