

E2SSB 5160 - H COMM AMD

By Committee on Housing, Human Services & Veterans

ADOPTED AS AMENDED 04/08/2021

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

3 "NEW SECTION. **Sec. 1.** The legislature finds that the COVID-19
4 pandemic is causing a sustained global economic slowdown, and an
5 economic downturn throughout Washington state with unprecedented
6 numbers of layoffs and reduced work hours for a significant
7 percentage of our workforce. Many of the state's workforce has been
8 impacted by these layoffs and substantially reduced work hours and
9 have suffered economic hardship, disproportionately affecting low and
10 moderate-income workers resulting in lost wages and the inability to
11 pay for basic household expenses, including rent. Hundreds of
12 thousands of tenants in Washington are unable to consistently pay
13 their rent, reflecting the continued financial precariousness of many
14 renters in the state. Before the COVID-19 pandemic, nonpayment of
15 rent was the leading cause of evictions within the state. Because the
16 COVID-19 pandemic has led to an inability for tenants to consistently
17 pay rent, the likelihood of evictions has increased, as well as life,
18 health, and safety risks to a significant percentage of the state's
19 tenants. As a result, the governor has issued a temporary moratorium
20 on evictions as of March 2020, with multiple extensions and other
21 related actions, to reduce housing instability and enable tenants to
22 stay in their homes.

23 Therefore, it is the intent of the legislature with this act to
24 increase tenant protections during the public health emergency,
25 provide legal representation for qualifying tenants in eviction
26 cases, establish an eviction resolution pilot program to address
27 nonpayment of rent eviction cases before any court filing, and ensure
28 tenants and landlords have adequate opportunities to access state and
29 local rental assistance programs to reimburse landlords for unpaid
30 rent and preserve tenancies.

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

3 The definitions in this section apply to sections 3 and 4 of this
4 act unless the context clearly requires otherwise.

5 (1) "Dwelling unit" has the same meaning as defined in RCW
6 59.18.030, and includes a manufactured/mobile home or a mobile home
7 lot as defined in RCW 59.20.030.

8 (2) "Eviction moratorium" refers to the governor of the state of
9 Washington's proclamation 20-19.6, proclaiming a moratorium on
10 certain evictions for all counties throughout Washington state on
11 March 18, 2021, and any subsequent orders extending or amending such
12 proclamation until it expires or is terminated by the governor of the
13 state of Washington.

14 (3) "Landlord" has the same meaning as defined in RCW 59.18.030
15 and 59.20.030.

16 (4) "Prospective landlord" has the same meaning as defined in RCW
17 59.18.030.

18 (5) "Public health emergency" refers to the governor of the state
19 of Washington's proclamation 20-05, proclaiming a state of emergency
20 for all counties throughout Washington state on February 29, 2020,
21 and any subsequent orders extending or amending such proclamation due
22 to COVID-19 until the proclamation expires or is terminated by the
23 governor of the state of Washington.

24 (6) "Rent" has the same meaning as defined in RCW 59.18.030.

25 (7) "Tenant" refers to any individual renting a dwelling unit or
26 lot primarily for living purposes, including any individual with a
27 tenancy subject to this chapter or chapter 59.20 RCW or any
28 individual residing in transient lodging, such as a hotel or motel or
29 camping area as their primary dwelling, for 30 days or more prior to
30 March 1, 2020. "Tenant" does not include any individual residing in a
31 hotel or motel or camping area as their primary dwelling for more
32 than 30 days after March 1, 2020, if the hotel or motel or camping
33 area has provided the individual with a seven-day eviction notice,
34 which must include the following language: "For no-cost legal
35 assistance, please call 2-1-1 or the Northwest Justice Project CLEAR
36 Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m.
37 - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You
38 may find additional resource information at [http://](http://www.washingtonlawhelp.org)
39 www.washingtonlawhelp.org." "Tenant" also does not include occupants
40 of homeless mitigation sites or a person entering onto land without

1 permission of the landowner or lessor. For purposes of this
2 subsection, any local government provision of solid waste or hygiene
3 services to unsanctioned encampments does not constitute permission
4 to occupy land.

5 **TENANT PROTECTIONS**

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

8 (1) A landlord may not charge or impose any late fees or other
9 charges against any tenant for the nonpayment of rent that became due
10 between March 1, 2020, and six months following the expiration of the
11 eviction moratorium.

12 (2) For rent that accrued between March 1, 2020, and the six
13 months following the expiration of the eviction moratorium expiration
14 date:

15 (a) A landlord may not report to a prospective landlord:

16 (i) A tenant's nonpayment of rent that accrued between March 1,
17 2020, and the six months following the expiration of the eviction
18 moratorium; or

19 (ii) An unlawful detainer action pursuant to RCW 59.12.030(3)
20 that resulted from a tenant's nonpayment of rent between March 1,
21 2020, and the six months following the expiration of the eviction
22 moratorium.

23 (b) A prospective landlord may not take an adverse action based
24 on a prospective tenant's nonpayment of rent that occurred between
25 March 1, 2020, and the six months following the expiration of the
26 eviction moratorium.

27 (3)(a) A landlord or prospective landlord may not deny,
28 discourage application for, or otherwise make unavailable any rental
29 dwelling unit based on a tenant's or prospective tenant's medical
30 history including, but not limited to, the tenant's or prospective
31 tenant's prior or current exposure or infection to the COVID-19
32 virus.

33 (b) A landlord or prospective landlord may not inquire about,
34 consider, or require disclosure of a tenant's or prospective tenant's
35 medical records or history, unless such disclosure is necessary to
36 evaluate a reasonable accommodation request or reasonable
37 modification request under RCW 49.60.222.

1 (4) A landlord or prospective landlord in violation of this
2 section is liable in a civil action for up to four and one-half times
3 the monthly rent of the real property at issue, as well as court
4 costs and reasonable attorneys' fees. A court must impose this
5 penalty in an amount necessary to deter future violations, payable to
6 the tenant bringing the action.

7 **REPAYMENT PLANS**

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

10 (1) If a tenant has remaining unpaid rent that accrued between
11 March 1, 2020, and six months following the expiration of the
12 eviction moratorium or the end of the public health emergency,
13 whichever is greater, the landlord must offer the tenant a reasonable
14 schedule for repayment of the unpaid rent that does not exceed
15 monthly payments equal to one-third of the monthly rental charges
16 during the period of accrued debt. If a tenant fails to accept the
17 terms of a reasonable repayment plan within 14 days of the landlord's
18 offer, the landlord may proceed with an unlawful detainer action as
19 set forth in RCW 59.12.030(3) but subject to any requirements under
20 the eviction resolution pilot program established under section 7 of
21 this act. If the tenant defaults on any rent owed under a repayment
22 plan, the landlord may apply for reimbursement from the landlord
23 mitigation program as authorized under RCW 43.31.605(1)(d) or proceed
24 with an unlawful detainer action as set forth in RCW 59.12.030(3) but
25 subject to any requirements under the eviction resolution pilot
26 program established under section 7 of this act. The court must
27 consider the tenant's circumstances, including decreased income or
28 increased expenses due to COVID-19, and the repayment plan terms
29 offered during any unlawful detainer proceeding.

30 (2) Any repayment plan entered into under this section must:

31 (a) Not require payment until 30 days after the repayment plan is
32 offered to the tenant;

33 (b) Cover rent only and not any late fees, attorneys' fees, or
34 any other fees and charges;

35 (c) Allow for payments from any source of income as defined in
36 RCW 59.18.255(5) or from pledges by nonprofit organizations,
37 churches, religious institutions, or governmental entities;

1 (d) Not include provisions or be conditioned on: The tenant's
2 compliance with the rental agreement, payment of attorneys' fees,
3 court costs, or other costs related to litigation if the tenant
4 defaults on the rental agreement; a requirement that the tenant apply
5 for governmental benefits or provide proof of receipt of governmental
6 benefits; or the tenant's waiver of any rights to a notice under RCW
7 59.12.030 or related provisions before a writ of restitution is
8 issued.

9 (3) It is a defense to an eviction under RCW 59.12.030(3) that a
10 landlord did not offer a repayment plan in conformity with this
11 section.

12 (4) To the extent available funds exist for rental assistance
13 from a federal, state, local, private, or nonprofit program, the
14 tenant or landlord may continue to seek rental assistance to reduce
15 and/or eliminate the unpaid rent balance.

16 **Sec. 5.** RCW 43.31.605 and 2020 c 315 s 8 and 2020 c 169 s 2 are
17 each reenacted and amended to read as follows:

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

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

26 (i) Up to one thousand dollars for improvements identified in RCW
27 59.18.255(1)(a). In order to be eligible for reimbursement under this
28 subsection (1)(b)(i), the landlord must pay for the first five
29 hundred dollars for improvements, and rent to the tenant whose
30 housing subsidy program was conditioned on the real property passing
31 inspection. Reimbursement under this subsection (1)(b)(i) may also
32 include up to fourteen days of lost rental income from the date of
33 offer of housing to the applicant whose housing subsidy program was
34 conditioned on the real property passing inspection until move in by
35 that applicant;

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

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

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

5 (c) Claims related to landlord mitigation for an unpaid judgment
6 for rent, unpaid judgments resulting from the tenant's failure to
7 comply with an installment payment agreement identified in RCW
8 59.18.610, late fees, attorneys' fees, and costs after a court order
9 pursuant to RCW 59.18.410(3), including any unpaid portion of the
10 judgment after the tenant defaults on the payment plan pursuant to
11 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord
12 mitigation program account and are exempt from any postjudgment
13 interest required under RCW 4.56.110. Any claim for reimbursement
14 made pursuant to RCW 59.18.410(3)(e)(ii) must be accompanied by a
15 court order staying the writ of restitution pursuant to RCW
16 59.18.410(3). Any claim for reimbursement under this subsection
17 (1)(c) is not an entitlement.

18 (i) The department shall provide for a form on its website for
19 tenants and landlords to apply for reimbursement funds for the
20 landlord pursuant to this subsection (1)(c).

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

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

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

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

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

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

25 (vii) If at any time funds do not exist in the landlord
26 mitigation program account to reimburse claims submitted under this
27 subsection (1)(c), the department must create and maintain a waitlist
28 and distribute funds in the order the claims are received pursuant to
29 subsection (6) of this section. Payment of any claims on the waitlist
30 shall be made only from the landlord mitigation program account. The
31 department shall not be civilly or criminally liable and may not have
32 any penalty or cause of action of any nature arise against it
33 regarding the provision or lack of provision of funds for
34 reimbursement.

35 (d) (i) Claims related to landlord mitigation for:

36 (A) Up to \$15,000 in unpaid rent that accrued between March 1,
37 2020, and six months following the expiration of the eviction
38 moratorium and the tenant being low-income, limited resourced or
39 experiencing hardship, voluntarily vacated or abandoned the tenancy;
40 or

1 (B) Up to \$15,000 in remaining unpaid rent if a tenant defaults
2 on a repayment plan entered into under section 4 of this act are
3 eligible for reimbursement from the landlord mitigation program
4 account subject to the program requirements under this section,
5 provided the tenancy has not been terminated at the time of
6 reimbursement.

7 (ii) A landlord is ineligible for reimbursement under this
8 subsection (1)(d) where the tenant vacated the tenancy because of an
9 unlawful detainer action under RCW 59.12.030(3).

10 (iii) A landlord in receipt of reimbursement from the program
11 pursuant to this subsection (1)(d) is prohibited from:

12 (A) Taking legal action against the tenant for damages or any
13 remaining unpaid rent accrued between March 1, 2020, and six months
14 following the expiration of the eviction moratorium attributable to
15 the same tenancy; or

16 (B) Pursuing collection, or authorizing another entity to pursue
17 collection on the landlord's behalf, of a judgment against the tenant
18 for damages or any remaining unpaid rent accrued between March 1,
19 2020, and six months following the expiration of the eviction
20 moratorium attributable to the same tenancy.

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

24 (a) Have ensured that the rental property was inspected at the
25 commencement of the tenancy by both the tenant and the landlord or
26 landlord's agent and that a detailed written move-in property
27 inspection report, as required in RCW 59.18.260, was prepared and
28 signed by both the tenant and the landlord or landlord's agent;

29 (b) Make repairs and then apply for reimbursement to the
30 department;

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

33 (d) Submit to the department copies of the move-in property
34 inspection report specified in (a) of this subsection and supporting
35 materials including, but not limited to, before repair and after
36 repair photographs, videos, copies of repair receipts for labor and
37 materials, and such other documentation or information as the
38 department may request.

39 (3) The department shall make reasonable efforts to review a
40 claim within ten business days from the date it received properly

1 submitted and complete claims to the satisfaction of the department.
2 In reviewing a claim pursuant to subsection (1)(b) of this section,
3 and determining eligibility for reimbursement, the department must
4 receive documentation, acceptable to the department in its sole
5 discretion, that the claim involves a private market rental unit
6 rented to a low-income tenant who is using a housing subsidy program.

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

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

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

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

28 (8) A landlord in receipt of reimbursement from the program
29 pursuant to subsection (1)(b) and (d) of this section is prohibited
30 from:

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

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

36 (9) A landlord denied reimbursement under subsection (1)(b)(iii)
37 of this section may seek to obtain a judgment from a court of
38 competent jurisdiction and, if successful, may resubmit a claim for
39 damages supported by the judgment, along with a certified copy of the
40 judgment. The department may reimburse the landlord for that portion

1 of such judgment that is based on damages reimbursable under the
2 landlord mitigation program, subject to the limitations set forth in
3 this section.

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

6 (11) The department must establish a website that advertises the
7 landlord mitigation program, the availability of reimbursement from
8 the landlord mitigation program account, and maintains or links to
9 the agency rules and policies established pursuant to this section.

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

16 (13)(a) A report to the appropriate committees of the legislature
17 on the effectiveness of the program and recommended modifications
18 shall be submitted to the governor and the appropriate committees of
19 the legislature by January 1, 2021. In preparing the report, the
20 department shall convene and solicit input from a group of
21 stakeholders to include representatives of large multifamily housing
22 property owners or managers, small rental housing owners in both
23 rural and urban markets, a representative of tenant advocates, and a
24 representative of the housing authorities.

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

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

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

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

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

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

38 (vi) An evaluation of the feasibility for expanding the use of
39 the mitigation fund to provide up to ninety-day no interest loans to

1 landlords who have not received timely rental payments from a housing
2 authority that is administering section 8 rental assistance;

3 (vii) Any other modifications and recommendations made by
4 stakeholders to improve the effectiveness and applicability of the
5 program.

6 (14) As used in this section:

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

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

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

22 **Sec. 6.** RCW 43.31.615 and 2019 c 356 s 13 are each amended to
23 read as follows:

24 (1) The landlord mitigation program account is created in the
25 custody of the state treasury. All transfers and appropriations by
26 the legislature, repayments, private contributions, and all other
27 sources must be deposited into the account. Expenditures from the
28 account may only be used for the landlord mitigation program under
29 this chapter to reimburse landlords for eligible claims related to
30 private market rental units during the time of their rental to low-
31 income tenants using housing subsidy programs as defined in RCW
32 43.31.605, for any unpaid judgment issued within an unlawful detainer
33 action after a court order pursuant to RCW 59.18.410(3) as described
34 in RCW 43.31.605(1)(c), for any unpaid rent as described in RCW
35 43.31.605(1)(d), and for the administrative costs identified in
36 subsection (2) of this section. Only the director or the director's
37 designee may authorize expenditures from the account. The account is
38 subject to allotment procedures under chapter 43.88 RCW, but an
39 appropriation is not required for expenditures.

1 (2) Administrative costs associated with application,
2 distribution, and other program activities of the department may not
3 exceed twenty percent of the annual funds available for the landlord
4 mitigation program. Reappropriations must not be included in the
5 calculation of the annual funds available for determining the
6 administrative costs.

7 (3) Funds deposited into the landlord mitigation program account
8 shall be prioritized by the department for allowable costs under RCW
9 43.31.605(1)(b), and may only be used for other allowable costs when
10 funding available in the account exceeds the amount needed to pay
11 claims under RCW 43.31.605(1)(b).

12 **EVICTION RESOLUTION PILOT PROGRAM**

13 NEW SECTION. **Sec. 7.** A new section is added to chapter 59.18
14 RCW to read as follows:

15 (1) Subject to the availability of amounts appropriated for this
16 specific purpose, the administrative office of the courts shall
17 contract with dispute resolution centers as described under chapter
18 7.75 RCW within or serving each county to establish a court-based
19 eviction resolution pilot program operated in accordance with
20 Washington supreme court order no. 25700-B-639 and any standing
21 judicial order of the individual superior court.

22 (2) The eviction resolution pilot program must be used to
23 facilitate the resolution of nonpayment of rent cases between a
24 landlord and tenant before the landlord files an unlawful detainer
25 action.

26 (3) Prior to filing an unlawful detainer action for nonpayment of
27 rent, the landlord must provide a notice as required under RCW
28 59.12.030(3) and an additional notice to the tenant informing them of
29 the eviction resolution pilot program. The landlord must retain proof
30 of service or mailing of the additional notice. The additional notice
31 to the tenant must provide at least the following information
32 regarding the eviction resolution pilot program:

33 (a) Contact information for the local dispute resolution center;

34 (b) Contact information for the county's housing justice project
35 or, if none, a statewide organization providing housing advocacy
36 services for low-income residents;

37 (c) The following statement: "The Washington state office of the
38 attorney general has this notice in multiple languages on its

1 website. You will also find information there on how to find a lawyer
2 or advocate at low or no cost and any available resources to help you
3 pay your rent. Alternatively, you may find additional information to
4 help you at <http://www.washingtonlawhelp.org>;

5 (d) The name and contact information of the landlord, the
6 landlord's attorney, if any, and the tenant; and

7 (e) The following statement: "Failure to respond to this notice
8 within 14 days may result in the filing of a summons and complaint
9 for an unlawful detainer action with the court."

10 (4) At the time of service or mailing of the pay or vacate notice
11 and additional notice to the tenant, a landlord must also send copies
12 of these notices to the local dispute resolution center serving the
13 area where the property is located.

14 (5) A landlord must secure a certification of participation with
15 the eviction resolution program by the appropriate dispute resolution
16 center before an unlawful detainer action for nonpayment of rent may
17 be heard by the court.

18 (6) The administrative office of the courts may also establish
19 and produce any other notice forms and requirements as necessary to
20 implement the eviction resolution pilot program.

21 (7) Any superior court, in collaboration with the dispute
22 resolution center that is located within or serving the same county,
23 participating in the eviction resolution pilot program must report
24 annually to the administrative office of the courts beginning January
25 1, 2022, until January 1, 2023, on the following:

26 (a) The number of unlawful detainer actions for nonpayment of
27 rent that were subject to program requirements;

28 (b) The number of referrals made to dispute resolution centers;

29 (c) The number of nonpayment of rent cases resolved by the
30 program;

31 (d) How many instances the tenant had legal representation either
32 at the conciliation stage or formal mediation stage;

33 (e) The number of certifications issued by dispute resolution
34 centers and filed by landlords with the court; and

35 (f) Any other information that relates to the efficacy of the
36 pilot program.

37 (8) By July 1, 2022, until July 1, 2023, the administrative
38 office of the courts must provide a report to the legislature
39 summarizing the report data shared by the superior courts and dispute
40 resolution centers under subsection (7) of this section.

1 (9) This section expires July 1, 2023.

2 **RIGHT TO COUNSEL**

3 NEW SECTION. **Sec. 8.** A new section is added to chapter 59.18
4 RCW to read as follows:

5 (1) Subject to the availability of amounts appropriated for this
6 specific purpose, the court must appoint an attorney for an indigent
7 tenant in an unlawful detainer proceeding under chapters 59.12,
8 59.18, and 59.20 RCW. The office of civil legal aid is responsible
9 for implementation of this subsection as provided in section 9 of
10 this act, and the state shall pay the costs of legal services
11 provided by an attorney appointed pursuant to this subsection. In
12 implementing this section, the office of civil legal aid shall assign
13 priority to providing legal representation to indigent tenants in
14 those counties in which the most evictions occur and to indigent
15 tenants who are disproportionately at risk of eviction.

16 (2) For purposes of this section, "indigent" means any person
17 who, at any stage of a court proceeding, is:

18 (a) Receiving one of the following types of public assistance:
19 Temporary assistance for needy families, aged, blind, or disabled
20 assistance benefits, medical care services under RCW 74.09.035,
21 pregnant women assistance benefits, poverty-related veterans'
22 benefits, food stamps or food stamp benefits transferred
23 electronically, refugee resettlement benefits, medicaid, or
24 supplemental security income; or

25 (b) Receiving an annual income, after taxes, of 200 percent or
26 less of the current federally established poverty level.

27 NEW SECTION. **Sec. 9.** A new section is added to chapter 2.53 RCW
28 to read as follows:

29 (1) Moneys appropriated by the legislature for legal services
30 provided by an attorney appointed pursuant to section 8 of this act
31 must be administered by the office of civil legal aid established
32 under RCW 2.53.020. The office of civil legal aid must enter into
33 contracts with attorneys and agencies for the provision of legal
34 services under section 8 of this act to remain within appropriated
35 amounts.

36 (2) The legislature recognizes that the office of civil legal aid
37 needs time to properly implement the right to attorney legal

1 representation for indigent tenants under and consistent with section
2 8 of this act. Within 90 days after the effective date of this
3 section, the office of civil legal aid must submit to the appropriate
4 legislative committees a plan to fully implement the tenant
5 representation program under and consistent with section 8 of this
6 act within 12 months of the effective date of this section.

7 **Sec. 10.** RCW 59.18.057 and 2020 c 315 s 2 are each amended to
8 read as follows:

9 (1) Every (~~fourteen-day~~) 14-day notice served pursuant to RCW
10 59.12.030(3) must be in substantially the following form:

11 "TO:
12 _____
13 AND TO:
14 _____
15 ADDRESS:
16 _____

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

18 You are receiving this notice because the landlord alleges you
19 are not in compliance with the terms of the lease agreement by
20 failing to pay rent and/or utilities and/or recurring or periodic
21 charges that are past due.

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

23 **AND/OR**

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

25 **AND/OR**

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

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

29 **Note - payment must be made pursuant to the terms of the rental
30 agreement or by nonelectronic means including, but not limited to,
31 cashier's check, money order, or other certified funds.**

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

**The Washington state Office of the Attorney General has this
notice in multiple languages as well as information on available**

1 resources to help you pay your rent, including state and local rental
2 assistance programs, on its website at [6 Alternatively, for no-cost legal assistance for low-income
7 renters\)\) State law provides you the right to legal representation
8 and the court may be able to appoint a lawyer to represent you
9 without cost to you if you are a qualifying low-income renter. If you
10 believe you are a qualifying low-income renter and would like an
11 attorney appointed to represent you, please contact the Eviction
12 Defense Screening Line at 855-657-8387 or apply online at \[https://\]\(https://nwjustice.org/apply-online\)
13 \[nwjustice.org/apply-online\]\(https://nwjustice.org/apply-online\). For additional resources, call 2-1-1 or
14 the Northwest Justice Project CLEAR Hotline outside King County \(888\)
15 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or \(888\) 387-7111
16 for seniors \(age 60 and over\). You may find additional information to
17 help you at <http://www.washingtonlawhelp.org>. Free or low-cost
18 mediation services to assist in nonpayment of rent disputes before
19 any judicial proceedings occur are also available at dispute
20 resolution centers throughout the state. You can find your nearest
21 dispute resolution center at <https://www.resolutionwa.org>.](http://www.atg.wa.gov/landlord-</u>
3 <u>tenant. ((You will also find information there on how to find a</u>
4 <u>lawyer or advocate at low or no cost and any available resources to</u>
5 <u>help you pay your rent.</u></p></div><div data-bbox=)

22 State law also provides you the right to receive interpreter
23 services at court.
24

25 OWNER/LANDLORD: _____ DATE: _____

26
27 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ____ (owner/landlord name) ____
28 _____ (address) _____"

29 (2) Upon expiration of the eviction resolution pilot program
30 established under section 7 of this act:

31 (a) The landlord must also provide the notice required in this
32 section to the dispute resolution center located within or serving
33 the county in which the dwelling unit is located. It is a defense to
34 an eviction under RCW 59.12.030 that a landlord did not provide
35 additional notice under this subsection.

36 (b) Dispute resolution centers are encouraged to notify the
37 housing justice project or northwest justice project located within

1 or serving the county in which the dispute resolution center is
2 located, as appropriate, once notice is received from the landlord
3 under this subsection.

4 (3) The form required in this section does not abrogate any
5 additional notice requirements to tenants as required by federal,
6 state, or local law.

7 **Sec. 11.** RCW 59.18.365 and 2020 c 315 s 4 are each amended to
8 read as follows:

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

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

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

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

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

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

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

33 IN THE SUPERIOR COURT OF THE
34 STATE OF WASHINGTON
35 IN AND
36 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 or be represented by a lawyer if you cannot afford one in court and could be evicted. (~~If you cannot afford a lawyer~~) The court may be able to appoint a lawyer to represent you without cost to you if you are low-income and are unable to afford a lawyer. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at <https://nwjustice.org/apply-online>. For additional resources, 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.~~) You may find additional information to help you at <http://www.washingtonlawhelp.org>. Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at <https://www.resolutionwa.org>.

1 (2) Rental assistance provided through the emergency solutions
2 grant program; and

3 (3) Any rental assistance program funded through receipt of any
4 federal COVID-19 relief funds.

5 **OTHER TENANT PROTECTIONS**

6 **Sec. 13.** RCW 59.12.040 and 2010 c 8 s 19007 are each amended to
7 read as follows:

8 Any notice provided for in this chapter shall be served either
9 (1) by delivering a copy personally to the person entitled thereto;
10 or (2) if he or she be absent from the premises unlawfully held, by
11 leaving there a copy, with some person of suitable age and
12 discretion, and sending a copy through the mail addressed to the
13 person entitled thereto at his or her place of residence; or (3) if
14 the person to be notified be a tenant, or an unlawful holder of
15 premises, and his or her place of residence is not known, or if a
16 person of suitable age and discretion there cannot be found then by
17 affixing a copy of the notice in a conspicuous place on the premises
18 unlawfully held, and also delivering a copy to a person there
19 residing, if such a person can be found, and also sending a copy
20 through the mail addressed to the tenant, or unlawful occupant, at
21 the place where the premises unlawfully held are situated. Service
22 upon a subtenant may be made in the same manner: PROVIDED, That in
23 cases where the tenant or unlawful occupant, shall be conducting a
24 hotel, inn, lodging house, boarding house, or shall be renting rooms
25 while still retaining control of the premises as a whole, that the
26 guests, lodgers, boarders, or persons renting such rooms shall not be
27 considered as subtenants within the meaning of this chapter, but all
28 such persons may be served by affixing a copy of the notice to be
29 served in two conspicuous places upon the premises unlawfully held;
30 and such persons shall not be necessary parties defendant in an
31 action to recover possession of said premises. Service of any notice
32 provided for in this chapter may be had upon a corporation by
33 delivering a copy thereof to any officer, agent, or person having
34 charge of the business of such corporation, at the premises
35 unlawfully held, and in case no such officer, agent, or person can be
36 found upon such premises, then service may be had by affixing a copy
37 of such notice in a conspicuous place upon said premises and by
38 sending a copy through the mail addressed to such corporation at the

1 place where said premises are situated. Proof of any service under
2 this section may be made by the affidavit of the person making the
3 same in like manner and with like effect as the proof of service of
4 summons in civil actions. When a copy of notice is sent through the
5 mail, as provided in this section, service shall be deemed complete
6 when such copy is deposited in the United States mail in the county
7 in which the property is situated properly addressed with postage
8 prepaid: PROVIDED, HOWEVER, That when service is made by mail one
9 additional day shall be allowed before the commencement of an action
10 based upon such notice. ((RCW 59.18.375 may also apply to notice
11 given under this chapter.))

12 **Sec. 14.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are
13 each reenacted and amended to read as follows:

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

20 (b) Any agreement, whether oral or written, between a landlord
21 and tenant, or their representatives, and entered into pursuant to an
22 unlawful detainer action under this chapter that requires the tenant
23 to pay any amount in violation of RCW 59.18.283 or the statutory
24 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any
25 rights of the tenant under RCW 59.18.410 or any other rights afforded
26 under this chapter except as provided in RCW 59.18.360 is void and
27 unenforceable. A landlord may not threaten a tenant with eviction for
28 failure to pay nonpossessory 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; or

3 (f) Agrees to pay late fees for rent that is paid within five
4 days following its due date. If rent is more than five days past due,
5 the landlord may charge late fees commencing from the first day after
6 the due date until paid. Nothing in this subsection prohibits a
7 landlord from serving a notice to pay or vacate at any time after the
8 rent becomes due.

9 (3) A provision prohibited by subsection (2) of this section
10 included in a rental agreement is unenforceable. If a landlord
11 deliberately uses a rental agreement containing provisions known by
12 him or her to be prohibited, the tenant may recover actual damages
13 sustained by him or her, statutory damages not to exceed (~~five~~
14 ~~hundred dollars~~) \$500, costs of suit, and reasonable attorneys'
15 fees.

16 (4) The common law right of the landlord of distress for rent is
17 hereby abolished for property covered by this chapter. Any provision
18 in a rental agreement creating a lien upon the personal property of
19 the tenant or authorizing a distress for rent is null and void and of
20 no force and effect. Any landlord who takes or detains the personal
21 property of a tenant without the specific written consent of the
22 tenant to such incident of taking or detention, and who, after
23 written demand by the tenant for the return of his or her personal
24 property, refuses to return the same promptly shall be liable to the
25 tenant for the value of the property retained, actual damages, and if
26 the refusal is intentional, may also be liable for damages of up to
27 (~~five hundred dollars~~) \$500 per day but not to exceed (~~five~~
28 ~~thousand dollars~~) \$5,000, for each day or part of a day that the
29 tenant is deprived of his or her property. The prevailing party may
30 recover his or her costs of suit and a reasonable attorneys' fee.

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

1 **Sec. 15.** RCW 59.20.040 and 1999 c 359 s 3 are each amended to
2 read as follows:

3 This chapter shall regulate and determine legal rights, remedies,
4 and obligations arising from any rental agreement between a landlord
5 and a tenant regarding a mobile home lot and including specified
6 amenities within the mobile home park, mobile home park cooperative,
7 or mobile home park subdivision, where the tenant has no ownership
8 interest in the property or in the association which owns the
9 property, whose uses are referred to as a part of the rent structure
10 paid by the tenant. All such rental agreements shall be unenforceable
11 to the extent of any conflict with any provision of this chapter.
12 Chapter 59.12 RCW shall be applicable only in implementation of the
13 provisions of this chapter and not as an alternative remedy to this
14 chapter which shall be exclusive where applicable: PROVIDED, That the
15 provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply
16 to any rental agreement included under the provisions of this
17 chapter. RCW 59.18.055 (~~and 59.18.370~~), section 8 of this act,
18 59.18.365, 59.18.370, and 59.18.380 through 59.18.410 shall be
19 applicable to any action of forcible entry or detainer or unlawful
20 detainer arising from a tenancy under the provisions of this chapter,
21 except when a mobile home, manufactured home, or park model or a
22 tenancy in a mobile home lot is abandoned. Rentals of mobile homes,
23 manufactured homes, or park models themselves are governed by the
24 residential landlord-tenant act, chapter 59.18 RCW.

25 **Sec. 16.** RCW 59.18.410 and 2020 c 315 s 5 are each amended to
26 read as follows:

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

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

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

1 any court action for seven court days after providing necessary
2 payment information to the nonprofit or governmental entity to allow
3 for payment of the emergency rental assistance funds. By accepting
4 such pledge of emergency rental assistance, the landlord is not
5 required to enter into any additional conditions not related to the
6 provision of necessary payment information and documentation. If a
7 judgment has been satisfied, the landlord shall file a satisfaction
8 of judgment with the court. A tenant seeking to exercise rights under
9 this subsection shall pay an additional fifty dollars for each time
10 the tenant was reinstated after judgment pursuant to this subsection
11 within the previous twelve months prior to payment. If payment of the
12 amount specified in this subsection is not made within five court
13 days after the entry of the judgment, the judgment may be enforced
14 for its full amount and for the possession of the premises.

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

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

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

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

30 (iv) The tenant's payment history;

31 (v) Whether the tenant is otherwise in substantial compliance
32 with the rental agreement;

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

34 (vii) Conduct related to other notices served within the last six
35 months.

36 (b) The burden of proof for such relief under this subsection (3)
37 shall be on the tenant. If the tenant seeks relief pursuant to this
38 subsection (3) at the time of the show cause hearing, the court shall
39 hear the matter at the time of the show cause hearing or as

1 expeditiously as possible so as to avoid unnecessary delay or
2 hardship on the parties.

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

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

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

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

36 (A) If the tenant has satisfied (c)(ii) of this subsection by
37 paying one month's rent within five court days, but defaults on a
38 subsequent payment required by the court pursuant to this subsection
39 (3)(c), the landlord may enforce the writ of restitution after
40 serving a notice of default in accordance with RCW 59.12.040

1 informing the tenant that he or she has defaulted on rent due under
2 the lease agreement or payment plan entered by the court. Upon
3 service of the notice of default, the tenant shall have three
4 calendar days from the date of service to vacate the premises before
5 the sheriff may execute the writ of restitution.

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

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

12 NAME(S)

13 ADDRESS

14 CITY, STATE, ZIP

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

18 DATE

19 AMOUNT

20 DATE

21 AMOUNT

22 DATE

23 AMOUNT

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

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

32 DATE

33 SIGNATURE

34 LANDLORD/AGENT

35 NAME

36 ADDRESS

37 PHONE

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

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

9 (d) A tenant who has been served with three or more notices to
10 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
11 within twelve months prior to the notice to pay or vacate upon which
12 the proceeding is based may not seek relief under this subsection
13 (3).

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

24 (ii) After a finding that the tenant is low-income, limited
25 resourced, or experiencing hardship, the court may issue an order:
26 (A) Finding that the landlord is eligible to receive on behalf of the
27 tenant and may apply for reimbursement from the landlord mitigation
28 program; and (B) directing the clerk to remit, without further order
29 of the court, any future payments made by the tenant in order to
30 reimburse the department of commerce pursuant to RCW
31 43.31.605(1)(c)(iii). In accordance with RCW 43.31.605(1)(c), such an
32 order must be accompanied by a copy of the order staying the writ of
33 restitution. Nothing in this subsection (3)(e) shall be deemed to
34 obligate the department of commerce to provide assistance in claim
35 reimbursement through the landlord mitigation program if there are
36 not sufficient funds.

37 (iii) If the department of commerce fails to disburse payment to
38 the landlord for the judgment pursuant to this subsection (3)(e)
39 within thirty days from submission of the application, the landlord
40 may renew an application for a writ of restitution pursuant to RCW

1 59.18.370 and for other rent owed by the tenant since the time of
2 entry of the prior judgment. In such event, the tenant may exercise
3 rights afforded under this section.

4 (iv) Upon payment by the department of commerce to the landlord
5 for the remaining or total amount of the judgment, as applicable, the
6 judgment is satisfied and the landlord shall file a satisfaction of
7 judgment with the court.

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

12 (vi) For the period extending one year beyond the expiration of
13 the eviction moratorium, a tenant may demonstrate ability to pay in
14 order to reinstate the tenancy by means of disbursement through the
15 account established under RCW 43.31.605(1)(c); in such a case:

16 (A) Any restrictions imposed by subsection (3)(d) of this section
17 shall not apply in determining if a tenant is eligible for
18 reinstatement under subsection (3) of this section.

19 (B) Reimbursement on behalf of the tenant to the landlord may
20 include up to three months of prospective rent to stabilize the
21 tenancy as determined by the court.

22 (4) If a tenant seeks to stay a writ of restitution issued
23 pursuant to this chapter, the court may issue an ex parte stay of the
24 writ of restitution provided the tenant or tenant's attorney submits
25 a declaration indicating good faith efforts were made to notify the
26 other party or, if no efforts were made, why notice could not be
27 provided prior to the application for an ex parte stay, and
28 describing the immediate or irreparable harm that may result if an
29 immediate stay is not granted. The court shall require service of the
30 order and motion to stay the writ of restitution by personal
31 delivery, mail, facsimile, or other means most likely to afford all
32 parties notice of the court date.

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

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

1 NEW SECTION. **Sec. 17.** This act does not apply to assisted
2 living facilities licensed under chapter 18.20 RCW, to nursing homes
3 licensed under chapter 18.51 RCW, to adult family homes licensed
4 under chapter 70.128 RCW, or to continuing care retirement
5 communities registered under chapter 18.390 RCW.

6 NEW SECTION. **Sec. 18.** RCW 59.18.375 (Forcible entry or detainer
7 or unlawful detainer actions—Payment of rent into court registry—
8 Writ of restitution—Notice) and 2008 c 75 s 2, 2006 c 51 s 2, & 1983
9 c 264 s 13 are each repealed.

10 NEW SECTION. **Sec. 19.** Sections 2 through 4 of this act
11 supersede any other provisions within chapter 59.18 or 59.12 RCW, or
12 chapter 59.20 RCW as applicable, that conflict with sections 2
13 through 4 of this act.

14 NEW SECTION. **Sec. 20.** This act is necessary for the immediate
15 preservation of the public peace, health, or safety, or support of
16 the state government and its existing public institutions, and takes
17 effect immediately."

18 Correct the title.

EFFECT: (1) Provides that, for rent that accrued between March 1,
2020, and the six months following the expiration of the eviction
moratorium, a landlord may not report to a prospective landlord a
tenant's nonpayment of rent or an unlawful detainer action that
resulted from a tenant's nonpayment of rent during that period.

(2) Adds that a prospective landlord, in addition to a landlord,
may not: Deny or discourage application for a rental dwelling unit
based on a tenant's medical history; or inquire about, consider, or
require disclosure of a tenant's medical records.

(3) Provides that if a tenant has remaining unpaid rent that
accrued between March 1, 2020, and six months following the
expiration of the eviction moratorium or the end of the public health
emergency, whichever is greater, the landlord must offer the tenant a
reasonable repayment plan.

(4) Increases the amount for which a landlord may make a claim to
the landlord mitigation program to up to \$15,000 in unpaid rent. Adds
that a landlord is ineligible for reimbursement under the landlord
mitigation program for unpaid rent during the eviction moratorium
where the tenant vacated the tenancy because of an unlawful detainer
action.

(5) Provides that the Department of Commerce must prioritize
funds in the landlord mitigation program account for allowable costs
pursuant to statute.

(6) Strikes the requirement that a landlord send copies of the pay or vacate notice and additional notices to the local housing justice project at the time of service or mailing to the tenant.

(7) Adds additional language to the uniform 14-day pay or vacate notice and summons, providing contact information for the tenant who believes that he or she is low-income and would qualify for court-appointed representation.

(8) Provides that, for one year beyond the expiration of the eviction moratorium, a tenant may demonstrate ability to pay in order to reinstate the tenancy by means of reimbursement from the landlord mitigation program account, and in such cases, the restriction that a tenant who has been served with three or more notices to pay or vacate for failure to pay rent within one year may seek relief for reinstating the tenancy pursuant to statute.

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