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ENGROSSED SECOND SUBSTITUTE SENATE BILL 5160

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State of Washington

67th Legislature

2021 Regular Session

By Senate Ways & Means (originally sponsored by Senators Kuderer, Llias, Conway, Das, Lovelett, Saldaña, and Wilson, C.)

READ FIRST TIME 02/22/21.

1 AN ACT Relating to addressing landlord-tenant relations by  
2 providing certain tenant protections during the public health  
3 emergency, providing for legal representation in eviction cases,  
4 establishing an eviction resolution pilot program for nonpayment of  
5 rent cases, and authorizing landlord access to certain rental  
6 assistance programs; amending RCW 43.31.615, 59.18.057, 59.18.365,  
7 59.12.040, and 59.20.040; reenacting and amending RCW 43.31.605 and  
8 59.18.230; adding new sections to chapter 59.18 RCW; adding a new  
9 section to chapter 2.53 RCW; adding a new section to chapter 43.185C  
10 RCW; creating new sections; repealing RCW 59.18.375; prescribing  
11 penalties; providing an expiration date; and declaring an emergency.

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

13 NEW SECTION. **Sec. 1.** The legislature finds that the COVID-19  
14 pandemic is causing a sustained global economic slowdown, and an  
15 economic downturn throughout Washington state with unprecedented  
16 numbers of layoffs and reduced work hours for a significant  
17 percentage of our workforce. Many of the state's workforce has been  
18 impacted by these layoffs and substantially reduced work hours and  
19 have suffered economic hardship, disproportionately affecting low and  
20 moderate-income workers resulting in lost wages and the inability to  
21 pay for basic household expenses, including rent. Hundreds of

1 thousands of tenants in Washington are unable to consistently pay  
2 their rent, reflecting the continued financial precariousness of many  
3 renters in the state. Before the COVID-19 pandemic, nonpayment of  
4 rent was the leading cause of evictions within the state. Because the  
5 COVID-19 pandemic has led to an inability for tenants to consistently  
6 pay rent, the likelihood of evictions has increased, as well as life,  
7 health, and safety risks to a significant percentage of the state's  
8 tenants. As a result, the governor has issued a temporary moratorium  
9 on evictions as of March 2020, with multiple extensions and other  
10 related actions, to reduce housing instability and enable tenants to  
11 stay in their homes.

12 Therefore, it is the intent of the legislature with this act to  
13 increase tenant protections during the public health emergency,  
14 provide legal representation for qualifying tenants in eviction  
15 cases, establish an eviction resolution pilot program to address  
16 nonpayment of rent eviction cases before any court filing, and ensure  
17 tenants and landlords have adequate opportunities to access state and  
18 local rental assistance programs to reimburse landlords for unpaid  
19 rent and preserve tenancies.

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

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

24 (1) " Dwelling unit " has the same meaning as defined in RCW  
25 59.18.030, and includes a manufactured/mobile home or a mobile home  
26 lot as defined in RCW 59.20.030.

27 (2) " Eviction moratorium " refers to the governor of the state of  
28 Washington's proclamation 20.19-5, proclaiming a moratorium on  
29 certain evictions for all counties throughout Washington state on  
30 December 31, 2020, and any subsequent orders extending or amending  
31 such proclamation until it expires or is terminated by the governor  
32 of the state of Washington.

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

35 (4) " Public health emergency " refers to the governor of the state  
36 of Washington's proclamation 20-05, proclaiming a state of emergency  
37 for all counties throughout Washington state on February 29, 2020,  
38 and any subsequent orders extending or amending such proclamation due

1 to COVID-19 until the proclamation expires or is terminated by the  
2 governor of the state of Washington.

3 (5) "Rent" has the same meaning as defined in RCW 59.18.030.

4 (6) "Tenant" refers to any individual renting a dwelling unit or  
5 lot primarily for living purposes, including any individual with a  
6 tenancy subject to this chapter or chapter 59.20 RCW or any  
7 individual residing in transient lodging, such as a hotel or motel or  
8 camping area as their primary dwelling, for 30 days or more prior to  
9 March 1, 2020. "Tenant" does not include any individual residing in a  
10 hotel or motel or camping area as their primary dwelling for more  
11 than 30 days after March 1, 2020, if the hotel or motel or camping  
12 area has provided the individual with a seven-day eviction notice,  
13 which must include the following language: "For no-cost legal  
14 assistance, please call 2-1-1 or the Northwest Justice Project CLEAR  
15 Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m.  
16 - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You  
17 may find additional resource information at [http://](http://www.washingtonlawhelp.org)  
18 [www.washingtonlawhelp.org](http://www.washingtonlawhelp.org)." "Tenant" also does not include occupants  
19 of homeless mitigation sites or a person entering onto land without  
20 permission of the landowner or lessor. For purposes of this  
21 subsection, any local government provision of solid waste or hygiene  
22 services to unsanctioned encampments does not constitute permission  
23 to occupy land.

## 24 **TENANT PROTECTIONS**

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

27 (1) For rent that accrued between March 1, 2020, and the  
28 governor's eviction moratorium expiration date, a tenant's nonpayment  
29 of rent must not be a factor in any housing decision affecting a  
30 tenant's right or ability to occupy a rental dwelling unit. This  
31 subsection applies equally to tenants and prospective tenants.

32 (2) A landlord may not charge or impose any late fees or other  
33 charges against any tenant for the nonpayment of rent that became due  
34 during the public health emergency.

35 (3)(a) A landlord may not deny, discourage application for, or  
36 otherwise make unavailable any rental dwelling unit based on a  
37 tenant's or prospective tenant's medical history including, but not

1 limited to, the tenant's or prospective tenant's prior or current  
2 exposure or infection to the COVID-19 virus.

3 (b) A landlord may not inquire about, consider, or require  
4 disclosure of a tenant's or prospective tenant's medical records or  
5 history, unless such disclosure is necessary to evaluate a reasonable  
6 accommodation request or reasonable modification request under RCW  
7 49.60.222.

8 (c) A violation of this subsection (3) constitutes a violation of  
9 chapter 49.60 RCW.

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

#### 15 **REPAYMENT PLANS**

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

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

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

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

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

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

8 (d) Not include provisions or be conditioned on: The tenant's  
9 compliance with the rental agreement, payment of attorneys' fees,  
10 court costs, or other costs related to litigation if the tenant  
11 defaults on the rental agreement; a requirement that the tenant apply  
12 for governmental benefits or provide proof of receipt of governmental  
13 benefits; or the tenant's waiver of any rights to a notice under RCW  
14 59.12.030 or related provisions before a writ of restitution is  
15 issued.

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

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

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

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

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

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

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

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

9 (c) Claims related to landlord mitigation for an unpaid judgment  
10 for rent, unpaid judgments resulting from the tenant's failure to  
11 comply with an installment payment agreement identified in RCW  
12 59.18.610, late fees, attorneys' fees, and costs after a court order  
13 pursuant to RCW 59.18.410(3), including any unpaid portion of the  
14 judgment after the tenant defaults on the payment plan pursuant to  
15 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord  
16 mitigation program account and are exempt from any postjudgment  
17 interest required under RCW 4.56.110. Any claim for reimbursement  
18 made pursuant to RCW 59.18.410(3)(e)(ii) must be accompanied by a  
19 court order staying the writ of restitution pursuant to RCW  
20 59.18.410(3). Any claim for reimbursement under this subsection  
21 (1)(c) is not an entitlement.

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

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

1 solely submit the form but must attest to the amount of money owed  
2 and sign the form under penalty of perjury.

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

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

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

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

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

39 (d) Claims related to landlord mitigation for (i) unpaid rent  
40 that accrued between March 1, 2020, and the end of the public health

1 emergency and the tenant has vacated or abandoned the tenancy or (ii)  
2 remaining unpaid rent if a tenant defaults on a repayment plan  
3 entered into under section 4 of this act are eligible for  
4 reimbursement from the landlord mitigation program account subject to  
5 the program requirements under this section.

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

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

14 (b) Make repairs and then apply for reimbursement to the  
15 department;

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

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

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

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

38 (5) Damages, beyond wear and tear, that are eligible for  
39 reimbursement include, but are not limited to: Interior wall gouges  
40 and holes; damage to doors and cabinets, including hardware; carpet



1 stains or burns; cracked tiles or hard surfaces; broken windows;  
2 damage to household fixtures such as disposal, toilet, sink, sink  
3 handle, ceiling fan, and lighting. Other property damages beyond  
4 normal wear and tear may also be eligible for reimbursement at the  
5 department's discretion.

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

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

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

17 (a) Taking legal action against the tenant for damages or any  
18 remaining unpaid rent attributable to the same tenancy; or

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

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

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

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

37 (12) Neither the state, the department, or persons acting on  
38 behalf of the department, while acting within the scope of their  
39 employment or agency, is liable to any person for any loss, damage,  
40 harm, or other consequence resulting directly or indirectly from the

1 department's administration of the landlord mitigation program or  
2 determinations under this section.

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

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

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

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

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

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

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

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

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

32 (14) As used in this section:

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

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

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

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

11 (1) The landlord mitigation program account is created in the  
12 custody of the state treasury. All transfers and appropriations by  
13 the legislature, repayments, private contributions, and all other  
14 sources must be deposited into the account. Expenditures from the  
15 account may only be used for the landlord mitigation program under  
16 this chapter to reimburse landlords for eligible claims related to  
17 private market rental units during the time of their rental to low-  
18 income tenants using housing subsidy programs as defined in RCW  
19 43.31.605, for any unpaid judgment issued within an unlawful detainer  
20 action after a court order pursuant to RCW 59.18.410(3) as described  
21 in RCW 43.31.605(1)(c), for any unpaid rent as described in RCW  
22 43.31.605(1)(d), and for the administrative costs identified in  
23 subsection (2) of this section. Only the director or the director's  
24 designee may authorize expenditures from the account. The account is  
25 subject to allotment procedures under chapter 43.88 RCW, but an  
26 appropriation is not required for expenditures.

27 (2) Administrative costs associated with application,  
28 distribution, and other program activities of the department may not  
29 exceed twenty percent of the annual funds available for the landlord  
30 mitigation program. Reappropriations must not be included in the  
31 calculation of the annual funds available for determining the  
32 administrative costs.

33 **EVICTION RESOLUTION PILOT PROGRAM**

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

36 (1) The administrative office of the courts shall contract with  
37 dispute resolution centers as described under chapter 7.75 RCW within

1 or serving each county to establish a court-based eviction resolution  
2 pilot program operated in accordance with Washington supreme court  
3 order no. 25700-B-639 and any standing judicial order of the  
4 individual superior court.

5 (2) The eviction resolution pilot program must be used to  
6 facilitate the resolution of nonpayment of rent cases between a  
7 landlord and tenant before the landlord files an unlawful detainer  
8 action.

9 (3) Prior to filing an unlawful detainer action for nonpayment of  
10 rent, the landlord must provide a notice as required under RCW  
11 59.12.030(3) and an additional notice to the tenant informing them of  
12 the eviction resolution pilot program. The landlord must retain proof  
13 of service or mailing of the additional notice. The additional notice  
14 to the tenant must provide at least the following information  
15 regarding the eviction resolution pilot program:

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

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

20 (c) The following statement: "The Washington state office of the  
21 attorney general has this notice in multiple languages on its  
22 website. You will also find information there on how to find a lawyer  
23 or advocate at low or no cost and any available resources to help you  
24 pay your rent. Alternatively, you may find additional information to  
25 help you at <http://www.washingtonlawhelp.org>";

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

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

31 (4) At the time of service or mailing of the pay or vacate notice  
32 and additional notice to the tenant, a landlord must also send copies  
33 of these notices to:

34 (a) The local housing justice project or other designee of the  
35 office of civil legal aid; and

36 (b) The local dispute resolution center serving the area where  
37 the property is located.

38 (5) The administrative office of the courts must establish  
39 program participation requirements for both the landlord and tenant  
40 consistent with any standing judicial order in effect. A landlord

1 must be issued a certification of participation by the appropriate  
2 dispute resolution center before the landlord may file an unlawful  
3 detainer action for nonpayment of rent with the court.

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

7 (7) Any superior court, in collaboration with the dispute  
8 resolution center that is located within or serving the same county,  
9 participating in the eviction resolution pilot program must report  
10 annually to the administrative office of the courts beginning January  
11 1, 2022, until January 1, 2023, on the following:

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

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

15 (c) The number of nonpayment of rent cases resolved by the  
16 program;

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

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

21 (f) Any other information that relates to the efficacy of the  
22 pilot program.

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

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

## 28 **RIGHT TO COUNSEL**

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

31 (1) Subject to the availability of amounts appropriated for this  
32 specific purpose, the court must appoint an attorney for an indigent  
33 tenant at any show cause hearing or scheduled trial. The office of  
34 civil legal aid is responsible for implementation of this subsection  
35 as provided in section 9 of this act, and the state shall pay the  
36 costs of legal services provided by an attorney appointed pursuant to  
37 this subsection. Prioritization on the provision of legal

1 representation services must be in those counties in which the most  
2 evictions occur, as determined by the office of civil legal aid.

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

5 (a) Receiving one of the following types of public assistance:  
6 Temporary assistance for needy families, aged, blind, or disabled  
7 assistance benefits, medical care services under RCW 74.09.035,  
8 pregnant women assistance benefits, poverty-related veterans'  
9 benefits, food stamps or food stamp benefits transferred  
10 electronically, refugee resettlement benefits, medicaid, or  
11 supplemental security income; or

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

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

16 (1) Moneys appropriated by the legislature for legal services  
17 provided by an attorney appointed pursuant to section 8 of this act  
18 must be administered by the office of civil legal aid established  
19 under RCW 2.53.020. The office of civil legal aid must enter into  
20 contracts with attorneys and agencies for the provision of legal  
21 services under section 8 of this act to remain within appropriated  
22 amounts.

23 (2) The legislature recognizes that the office of civil legal aid  
24 needs time to properly implement the right to attorney legal  
25 representation for indigent tenants under and consistent with section  
26 8 of this act. Within 90 days after the effective date of this  
27 section, the office of civil legal aid must submit to the appropriate  
28 legislative committees a plan to fully implement the tenant  
29 representation program under and consistent with section 8 of this  
30 act within 12 months of the effective date of this section.

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

33 (1) Every ((~~fourteen-day~~)) 14-day notice served pursuant to RCW  
34 59.12.030(3) must be in substantially the following form:

35 "TO:  
\_\_\_\_\_

36 AND TO:  
\_\_\_\_\_

37 ADDRESS:  
\_\_\_\_\_

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

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

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

7           **AND/OR**

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

9           **AND/OR**

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

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

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

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

23          **The Washington state Office of the Attorney General has this**  
24 **notice in multiple languages as well as information on available**  
25 **resources to help you pay your rent, including state and local rental**  
26 **assistance programs, on its website at [30          ~~Alternatively, for no-cost legal assistance for low-income~~  
31 \*\*renters\)\) State law provides you the right to legal representation\*\*  
32 \*\*and to an appointed lawyer at court if you are a qualifying low-\*\*  
33 \*\*income renter. For additional resources, call 2-1-1 or the Northwest\*\*  
34 \*\*Justice Project CLEAR Hotline outside King County \(888\) 201-1014\*\*  
35 \*\*weekdays between 9:15 a.m. - 12:15 p.m., or \(888\) 387-7111 for\*\*  
36 \*\*seniors \(age 60 and over\). You may find additional information to\*\*  
37 \*\*help you at <http://www.washingtonlawhelp.org>. Free or low-cost\*\*  
38 \*\*mediation services to assist in nonpayment of rent disputes before\*\*  
39 \*\*any judicial proceedings occur are also available at dispute\*\*](http://www.atg.wa.gov/landlord-</a></u></b><br/>27 <b><u>tenant.</u> (<del>You will also find information there on how to find a</del></b><br/>28 <b><del>lawyer or advocate at low or no cost and any available resources to</del></b><br/>29 <b><del>help you pay your rent.</del></b></p></div><div data-bbox=)**

1 resolution centers throughout the state. You can find your nearest  
2 dispute resolution center at <https://www.resolutionwa.org>.

3 State law also provides you the right to receive interpreter  
4 services at court.  
5

6 OWNER/LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

7  
8 WHERE TOTAL AMOUNT DUE IS TO BE PAID: \_\_\_ (owner/landlord name) \_\_\_  
9 \_\_\_\_\_ (address) \_\_\_\_\_ "

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

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

17 (b) Dispute resolution centers are encouraged to notify the  
18 housing justice project or northwest justice project located within  
19 or serving the county in which the dispute resolution center is  
20 located, as appropriate, once notice is received from the landlord  
21 under this subsection.

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

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

27 (1) The summons must contain the names of the parties to the  
28 proceeding, the attorney or attorneys if any, the court in which the  
29 same is brought, the nature of the action, in concise terms, and the  
30 relief sought, and also the return day; and must notify the defendant  
31 to appear and answer within the time designated or that the relief  
32 sought will be taken against him or her. The summons must contain a  
33 street address for service of the notice of appearance or answer and,  
34 if available, a facsimile number for the plaintiff or the plaintiff's  
35 attorney, if represented. The summons must be served and returned in  
36 the same manner as a summons in other actions is served and returned.



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

3 (a) By delivering a copy of the answer or notice of appearance to  
4 the person who signed the summons at the street address listed on the  
5 summons;

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

9 (c) By facsimile to the facsimile number listed on the summons.  
10 Service by facsimile is complete upon successful transmission to the  
11 facsimile number listed upon the summons;

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

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

15 IN THE SUPERIOR COURT OF THE  
16 STATE OF WASHINGTON  
17 IN AND  
18 FOR . . . . . COUNTY

19 Plaintiff/ } NO.  
20 Landlord/ }  
21 Owner, }  
22 }  
23 }  
24 }  
25 }

26 vs. EVICTION SUMMONS  
27 (Residential)  
28 Defendant/  
29 Tenant/  
30 Occupant.

31 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.  
32 YOUR **WRITTEN**  
33 RESPONSE MUST BE RECEIVED BY: 5:00 p.m., on . . . . .

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

36 **GET HELP: If you do not respond by the deadline above, you will**  
37 **lose your right to defend yourself or be represented by a lawyer if**

1 **you cannot afford one in court and could be evicted.** (~~If you cannot~~  
2 ~~afford a lawyer~~) The court will appoint a lawyer to represent you if  
3 you are indigent as defined in section 8 of this act and are unable  
4 to afford a lawyer. For additional resources, you may call 2-1-1 or  
5 the Northwest Justice Project CLEAR Hotline outside King County (888)  
6 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111  
7 for seniors (age 60 and over). (~~They can refer you to free or low-~~  
8 ~~cost legal help.~~) You may find additional information to help you at  
9 <http://www.washingtonlawhelp.org>. Free or low-cost mediation services  
10 to assist in nonpayment of rent disputes before any judicial  
11 proceedings occur are also available at dispute resolution centers  
12 throughout the state. You can find your nearest dispute resolution  
13 center at <https://www.resolutionwa.org>.

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

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

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

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

- 32 . . . . . (Attorney/Landlord Name)  
33 . . . . . (Address)  
34 . . . . . (Fax - required if available)

35 **COURT DATE:** If you respond to this Summons, you will be notified  
36 of your hearing date in a document called an "Order to Show Cause."  
37 This is usually mailed to you. If you get notice of a hearing, **you**  
38 **must go to the hearing.** If you do not show up, your landlord can  
39 evict you. Your landlord might also charge you more money. If you

1 move before the court date, you must tell your landlord or the  
2 landlord's attorney.

3 **LANDLORD ACCESS TO RENTAL ASSISTANCE PROGRAMS**

4 NEW SECTION. **Sec. 12.** A new section is added to chapter 43.185C  
5 RCW to read as follows:

6 The department must authorize landlords an opportunity to apply  
7 to the following programs, if feasible, and establish application and  
8 eligibility requirements and any conditions on the receipt of funds  
9 as the department deems appropriate:

- 10 (1) Rental assistance provided through the consolidated homeless  
11 grant program;
- 12 (2) Rental assistance provided through the emergency solutions  
13 grant program; and
- 14 (3) Any rental assistance program funded through receipt of any  
15 federal COVID-19 relief funds.

16 **OTHER TENANT PROTECTIONS**

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

19 Any notice provided for in this chapter shall be served either  
20 (1) by delivering a copy personally to the person entitled thereto;  
21 or (2) if he or she be absent from the premises unlawfully held, by  
22 leaving there a copy, with some person of suitable age and  
23 discretion, and sending a copy through the mail addressed to the  
24 person entitled thereto at his or her place of residence; or (3) if  
25 the person to be notified be a tenant, or an unlawful holder of  
26 premises, and his or her place of residence is not known, or if a  
27 person of suitable age and discretion there cannot be found then by  
28 affixing a copy of the notice in a conspicuous place on the premises  
29 unlawfully held, and also delivering a copy to a person there  
30 residing, if such a person can be found, and also sending a copy  
31 through the mail addressed to the tenant, or unlawful occupant, at  
32 the place where the premises unlawfully held are situated. Service  
33 upon a subtenant may be made in the same manner: PROVIDED, That in  
34 cases where the tenant or unlawful occupant, shall be conducting a  
35 hotel, inn, lodging house, boarding house, or shall be renting rooms  
36 while still retaining control of the premises as a whole, that the

1 guests, lodgers, boarders, or persons renting such rooms shall not be  
2 considered as subtenants within the meaning of this chapter, but all  
3 such persons may be served by affixing a copy of the notice to be  
4 served in two conspicuous places upon the premises unlawfully held;  
5 and such persons shall not be necessary parties defendant in an  
6 action to recover possession of said premises. Service of any notice  
7 provided for in this chapter may be had upon a corporation by  
8 delivering a copy thereof to any officer, agent, or person having  
9 charge of the business of such corporation, at the premises  
10 unlawfully held, and in case no such officer, agent, or person can be  
11 found upon such premises, then service may be had by affixing a copy  
12 of such notice in a conspicuous place upon said premises and by  
13 sending a copy through the mail addressed to such corporation at the  
14 place where said premises are situated. Proof of any service under  
15 this section may be made by the affidavit of the person making the  
16 same in like manner and with like effect as the proof of service of  
17 summons in civil actions. When a copy of notice is sent through the  
18 mail, as provided in this section, service shall be deemed complete  
19 when such copy is deposited in the United States mail in the county  
20 in which the property is situated properly addressed with postage  
21 prepaid: PROVIDED, HOWEVER, That when service is made by mail one  
22 additional day shall be allowed before the commencement of an action  
23 based upon such notice. (~~RCW 59.18.375 may also apply to notice~~  
24 ~~given under this chapter.~~)

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

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

33 (b) Any agreement, whether oral or written, between a landlord  
34 and tenant, or their representatives, and entered into pursuant to an  
35 unlawful detainer action under this chapter that requires the tenant  
36 to pay any amount in violation of RCW 59.18.283 or the statutory  
37 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any  
38 rights of the tenant under RCW 59.18.410 or any other rights afforded  
39 under this chapter except as provided in RCW 59.18.360 is void and

1 unenforceable. A landlord may not threaten a tenant with eviction for  
2 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

4 (a) Agrees to waive or to forgo rights or remedies under this  
5 chapter; or

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

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

10 (d) Agrees to the exculpation or limitation of any liability of  
11 the landlord arising under law or to indemnify the landlord for that  
12 liability or the costs connected therewith; or

13 (e) And landlord have agreed to a particular arbitrator at the  
14 time the rental agreement is entered into; or

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

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

28 (4) The common law right of the landlord of distress for rent is  
29 hereby abolished for property covered by this chapter. Any provision  
30 in a rental agreement creating a lien upon the personal property of  
31 the tenant or authorizing a distress for rent is null and void and of  
32 no force and effect. Any landlord who takes or detains the personal  
33 property of a tenant without the specific written consent of the  
34 tenant to such incident of taking or detention, and who, after  
35 written demand by the tenant for the return of his or her personal  
36 property, refuses to return the same promptly shall be liable to the  
37 tenant for the value of the property retained, actual damages, and if  
38 the refusal is intentional, may also be liable for damages of up to  
39 (~~five hundred dollars~~) \$500 per day but not to exceed (~~five~~  
40 ~~thousand dollars~~) \$5,000, for each day or part of a day that the

1 tenant is deprived of his or her property. The prevailing party may  
2 recover his or her costs of suit and a reasonable attorneys' fee.

3 In any action, including actions pursuant to chapters 7.64 or  
4 12.28 RCW, brought by a tenant or other person to recover possession  
5 of his or her personal property taken or detained by a landlord in  
6 violation of this section, the court, upon motion and after notice to  
7 the opposing parties, may waive or reduce any bond requirements where  
8 it appears to be to the satisfaction of the court that the moving  
9 party is proceeding in good faith and has, prima facie, a meritorious  
10 claim for immediate delivery or redelivery of said property.

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

13 This chapter shall regulate and determine legal rights, remedies,  
14 and obligations arising from any rental agreement between a landlord  
15 and a tenant regarding a mobile home lot and including specified  
16 amenities within the mobile home park, mobile home park cooperative,  
17 or mobile home park subdivision, where the tenant has no ownership  
18 interest in the property or in the association which owns the  
19 property, whose uses are referred to as a part of the rent structure  
20 paid by the tenant. All such rental agreements shall be unenforceable  
21 to the extent of any conflict with any provision of this chapter.  
22 Chapter 59.12 RCW shall be applicable only in implementation of the  
23 provisions of this chapter and not as an alternative remedy to this  
24 chapter which shall be exclusive where applicable: PROVIDED, That the  
25 provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply  
26 to any rental agreement included under the provisions of this  
27 chapter. RCW 59.18.055 (~~and 59.18.370~~), section 8 of this act,  
28 59.18.365, 59.18.370, and 59.18.380 through 59.18.410 shall be  
29 applicable to any action of forcible entry or detainer or unlawful  
30 detainer arising from a tenancy under the provisions of this chapter,  
31 except when a mobile home, manufactured home, or park model or a  
32 tenancy in a mobile home lot is abandoned. Rentals of mobile homes,  
33 manufactured homes, or park models themselves are governed by the  
34 residential landlord-tenant act, chapter 59.18 RCW.

35 NEW SECTION. **Sec. 16.** This act does not apply to assisted  
36 living facilities licensed under chapter 18.20 RCW, to nursing homes  
37 licensed under chapter 18.51 RCW, to adult family homes licensed

1 under chapter 70.128 RCW, or to continuing care retirement  
2 communities registered under chapter 18.390 RCW.

3 NEW SECTION. **Sec. 17.** RCW 59.18.375 (Forcible entry or detainer  
4 or unlawful detainer actions—Payment of rent into court registry—  
5 Writ of restitution—Notice) and 2008 c 75 s 2, 2006 c 51 s 2, & 1983  
6 c 264 s 13 are each repealed.

7 NEW SECTION. **Sec. 18.** Sections 2 through 4 of this act  
8 supersede any other provisions within chapter 59.18 or 59.12 RCW, or  
9 chapter 59.20 RCW as applicable, that conflict with sections 2  
10 through 4 of this act.

11 NEW SECTION. **Sec. 19.** This act is necessary for the immediate  
12 preservation of the public peace, health, or safety, or support of  
13 the state government and its existing public institutions, and takes  
14 effect immediately.

--- END ---