



CITY OF KIRKLAND
Parks & Community Services Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Kevin Raymond, City Attorney
Lynn Zwaagstra, Director
Leslie R. Miller, Human Services Supervisor
Joy Johnson, Interim Communications Manager
David Wolbrecht, Senior Neighborhood Engagement

Date: July 7, 2021

Subject: COUNCIL-REQUESTED EVICTION MORATORIUM UPDATE

RECOMMENDATION:

That the City Council receive a requested update on tenant protections and rental relief programs.

BACKGROUND DISCUSSION:

At its June 15, 2021 meeting, the City Council discussed and ultimately passed Ordinance O-4759 providing for a temporary moratorium on residential tenant evictions in Kirkland through September 30, 2021 due to the COVID-19 pandemic. A provision of the ordinance requested that "the City Manager provide the Council with a detailed report at its July 20, 2021 meeting regarding the status of this temporary moratorium, the Governor's statewide moratorium, if any at that time, and federal, state and King County programs related to the provision of financial or other support to tenants and landlords adversely impacted by the COVID-19 pandemic." This memorandum and the related presentation at the Council's July 20th meeting addresses that provision.

At the time of O-4759's passage, Governor Inslee's statewide moratorium on residential tenant evictions related to COVID-19 was scheduled to expire on June 30, and it was not known whether that state-wide moratorium would be extended. Staff began preparing for a comprehensive outreach effort to connect Kirkland community members in need of rental support with the King County Eviction Prevention and Rent Assistance Program (EPRAP) and community-based organization partnerships with the City.

City of Kirkland Temporary Moratorium: Ordinance O-4759

The City's eviction moratorium ordinance is temporary in nature, extending through September 30, 2021, and is primarily directed to residential tenants in Kirkland who have been unable to keep up with their rent due to COVID-19, beginning with the proclaimed pandemic emergency

on February 29, 2020 and extending through September 20, 2021, at which time it is hoped that federal, state and King County rent relief and eviction prevention programs are available and have assisted landlords and tenants impacted by COVID-19.

Strictly speaking, Ordinance O-4759 does not expressly prohibit a landlord from initiating an unlawful detainer action against a Kirkland residential tenant who is in arrears on rent that accrued during the pandemic emergency. Rather, in the event of such an action is initiated by a landlord, the ordinance gives tenants an affirmative defense against eviction that the tenant may assert in court. Specifically, under the ordinance, Kirkland residential tenants may not be evicted solely on the basis of unpaid rent accrued during the period of the pandemic if they can satisfy the court that their rent was unpaid "because of a substantial reduction in household income or a substantial increase in expenses" due to COVID-19. The ordinance also prohibits landlords from charging tenants with late fees or other charges arising out of non-payment of rent during this same timeframe and in these same pandemic-affected circumstances.

A separate section recognizes, however, that in some situations, landlords must be able to initiate a process to evict tenants (i.e. an unlawful detainer action) even if a tenant might also be behind on rent due to COVID-19. But the limited circumstances in which this is allowed are (1) when there exists a "significant and immediate risk to the health, safety, or property of others created by the resident" or (2) when the owner of the property (following at least 60 days of written notice) intends to personally occupy or sell the property. This provision is consistent with existing provisions of state law and also Governor Inslee's statewide residential tenant evictions moratoria.

Following adoption of Ordinance O-4759, a Kirkland landlord shared with City staff and Councilmembers a concern that one section of the ordinance (Section 3) could be interpreted by landlords as prohibiting any eviction actions unless they involve a "significant and immediate risk" created by a resident, even though a different section of the ordinance (Section 1) provides only that a tenant can assert COVID-19 financial impacts as a defense against an eviction action based on non-payment of rent during the period of the pandemic. This landlord expressed concern that Section 3 could be interpreted by landlords as not allowing even the initiation of an eviction action absent a significant and immediate risk, e.g. sweeping up and excluding any action for non-payment of rent unrelated to COVID-19.

While City staff believes the ordinance, particularly together with its legislative history, including Councilmember public statements and together with this staff report, is unlikely to create either (1) confusion amongst landlords regarding their ability to bring an eviction action even absent a "significant and immediate risk" for non-payment of rent for reasons unrelated to COVID-19, or (2) the perception amongst Kirkland tenants that the ordinance would allow them to successfully defend against an unlawful detainer action involving a significant and immediate risk due to their actions simply by showing that they were also behind on rent due to the pandemic. However, the relationship between Sections 1 and 3 could be clarified with an amendatory ordinance if desired by the Council. O-4759 could also be amended to be consistent with Governor Inslee's statewide "bridge" moratorium, which was extended on June 24, 2021 through September 30, 2021 and which is explained in more detail later in the memo.

City staff suggests that if the Council were to choose to amend the City's ordinance, such actions should be considered by the Council at its August 4, 2021 special meeting.

Governor Inslee's Statewide Moratorium

At the time of the adoption of Ordinance O-4759 on June 15, it was unknown whether the Governor's statewide eviction moratorium, set to expire on June 30, 2021, would be extended. The Governor's moratorium (Proclamation 20-19.6) did lapse at the end of June, but on June 24th it was replaced by a new emergency proclamation, Proclamation 21-09, entitled "Tenancy Preservation – A Bridge to E2SSB 5160." The statutory reference is to Engrossed Second Substitute Senate Bill 5160 related to landlord-tenant relations, passed by the Legislature, signed by the Governor, and effective as of April 22, 2021.

E2SSB 5160 (Attachment C) is a comprehensive piece of legislation which, among other things, anticipates significant increases in the availability of state-disbursed funding (e.g. through ARPA) for rental assistance to landlords and tenants impacted by COVID-19,¹ the creation of a new "eviction resolution pilot program" to help resolve disputes between landlords and tenants, and access to legal counsel for indigent tenants at state expense. But because sufficient and anticipated funding is not yet available, and because the necessary programs also are not yet in place and operational, Governor Inslee refers to his new emergency proclamation as a "bridge" intended to help those impacted by the pandemic to get past June 30, 2021 and across to the availability of adequate rental assistance funding and the implementation of the new program eviction resolution programs in the various counties. Access to legal counsel for indigent tenants is expected to take much longer and is not required to be operational before eviction actions for non-payment of rent related to the pandemic could begin again.

Pursuant to the Governor's bridge proclamation, no eviction action can be brought (or threatened) anywhere in the state by a landlord against a tenant who is behind on rent due to COVID-19 for the period beginning February 29, 2020 through July 31, 2021,

"until both (1) a rental assistance program and an eviction resolution program as contemplated by ... E2SSB 5160 have been implemented and are operational in the county in which the rental property is located; and (2) a tenant has been provided with, and has ... rejected or failed to respond within 14 days of receipt of such notice to an opportunity to participate in an operational rental assistance program and an operational eviction resolution pilot program provided by E2SSB 5160."

King County's Eviction Prevention and Rental Assistance Program (EPRAP) and the Eviction Resolution Pilot Program serving Kirkland residents and their landlords (administered by the City of Bellevue's Conflict Resolution Center Program) are in existence and have begun to assist the community. However, neither are in a position to attest to being operational as outlined in the Governor's bridge proclamation. Neither entity has provided a date for attestation but are reportedly aiming to be able to do so within the next month. If, however, the date of attestation might not occur until after September 30, 2021, the Council might conclude the City's temporary moratorium (or at least a clarifying amendment) is unnecessary, since the actions that the City provides a "defense" to an action could not even be initiated under the Governor's bridge proclamation.

The bridge proclamation also addresses future rent owed, beginning August 1 through September 30, 2021, at which time the Governor appears to have assumed the two programs

¹ By way of example, and subject to available funding, landlords impacted by COVID-19 because a tenant has failed to pay rent during COVID-19 or has not followed through on an agreed-to repayment plan could make claims totaling up to \$30,000, which, if paid out, would also result in offsetting debt relief for the affected tenant.

referenced above will be in place and operational in each county. The “expectation” of the proclamation during this two-month bridge period is that “tenants will pay rent in full, negotiate a lesser amount or a payment plan with the tenant’s landlord, or actively seek rental assistance if assistance is needed.” During this “bridge” period, eviction actions cannot be brought (or threatened) by a landlord against a tenant unless otherwise provided for by law such as a significant and immediate risk to the health, safety, or property of others created by the resident. Eviction actions cannot be brought if the tenant has “(1) made full payment of rent; or (2) made a partial payment of rent based on their individual economic circumstances as negotiated with the landlord; or (3) has a pending application for rental assistance that has not been fully processed; or (4) resides in a jurisdiction in which the rental assistance program is anticipating receipt of additional rental assistance resources but has not yet started their program or the rental assistance program is not yet accepting new applications for assistance.”

Since the City’s temporary moratorium extends the defense against nonpayment of rent due to COVID-19 through September, arguably the City moratorium is more protective of tenants than the Governor’s bridge proclamation during the months of August and September. However, that conclusion assumes the rental assistance program in King County will be implemented and operational during that time period. Regardless, nonpayment of rent in August and September due to the pandemic is barred under the Governor’s bridge proclamation.

Landlord-Tenant Legislation Enacted in 2021

The Governor’s “bridge” proclamation addresses a number of additional, related topics, including: enforceable debt, late fees, rent increases, written notices of resources and programs, reasonable repayment plans, permissible unlawful detainer actions, local law enforcement, communications retaliation, right to counsel, and exclusions. The proclamation also specifically acknowledges the binding nature of the two major pieces of landlord-tenant legislation that were enacted during the 2021 legislative session: The first has already been mentioned, E2SSB 5160. The second is Engrossed Substitute House Bill (ESHB) 1236, which enumerates allowable grounds for evictions under residential landlord-tenant law.

ESHB 1236 (Attachment D) is generally what the City has considered a “just cause eviction” statute. It applies statewide, mostly involves amendments to chapter 59.18 RCW (landlord-tenant act) and went into effect on May 10, 2021. The statute limits the ability of landlords to terminate a residential lease except in the event of a specified “just cause” reason, such as:

- Default in rent after written notice requirements are met²
- Material breach of a subsidized housing program requirement
- Waste or nuisance
- Owner wishes to occupy as principal residence
- Owner wishes to sell or convert
- Condemned as uninhabitable
- Tenant no longer eligible for the housing (e.g. has aged out of a transitional housing program)
- Intentional and material misrepresentations on residential application
- Multiple repeat violations

² Written notice to require, “in the alternative, the payment of rent or surrender of the premises” after at least 14 days of notice.

These “just cause eviction” requirements apply not only to leases during their stated terms, but also to landlord decision not to continue a tenancy at the end of a lease (or the end to a periodic tenancy) unless certain conditions are met, e.g. the written lease was for an initial term of between 6 and 12 months and landlord gave at least 60 days of notice of intent to terminate. If these conditions are not met, tenants are allowed by law to remain indefinitely on a month-to-month basis absent “just cause” to evict. Violations of this new statute can subject a landlord who has not prevailed in a court action to the greater of the tenant’s (1) economic and noneconomic damages, or (2) 3.0 times monthly rent plus attorney’s fees and court costs.

Summary of Assistance Programs for Homeowners, Landlords and Tenants

HOMEOWNERS

The State Department of Commerce is in the process of setting up a pilot mortgage assistance program to disburse ten percent of the \$173 million dollars the State will receive through the American Rescue Plan to assist homeowners. Once the pilot is completed the [Homeowner Assistance Fund](#) will serve Washington residents through September 30, 2025. Free housing counseling and civil legal aid is available now to income-qualified homeowners facing foreclosure by the [Washington Homeownership Resource Center](#)

LANDLORDS AND TENANTS

The main source of assistance for landlords and tenants is King County’s Eviction Protection and Rental Assistance Program. The funds are being distributed through three mechanisms.

1. The Landlord Pool

This spring landlords with five or more tenants were eligible to apply to participate in the landlord pool. In order to be served through this program, the landlord agreed to not evict anyone on their property due to nonpayment of rent while the eligible property(ies) were waiting to be served. In exchange, the program would process the necessary paperwork for all eligible tenants and make a single payment. Approximately 58 Kirkland properties are participating in the landlord pool. We do not know how many eligible households reside in these properties, but we do know that the total units of housing represented are over 6,000.

2. The Tenant Pool

Eligible tenants not living in a complex served by the landlord pool, register to be served through the tenant pool. The County has begun making weekly pulls from this pool and assigning these households to a contracted partner to process the assistance. Approximately 150 Kirkland residents pre-registered for the tenant pool in May.

3. The Hub and Spoke Alternate

King County received a lot of feedback from individuals and agencies about how difficult and traumatic the tenant pool process was in 2020. To address the challenges of those who do not speak English or have other barriers to navigating centralized systems, the County is contracting with agencies who serve marginalized communities. These agencies also subcontract with smaller agencies who serve specialized populations. These agencies are able to process the applications of eligible clients directly instead of sending them to the tenant pool. City staff has asked for a list of participating agencies in order to connect residents needing extra assistance to the appropriate program.

The eligibility criteria that all three alternative routes to assistance have in common is that households must have income at or below 50% Area Median Income and must have had a financial hardship related to the pandemic. These eligibility requirements do leave residents above 50% Median Income with few resources to pursue if they don't qualify for ARPA funding.

City Outreach

In order to inform renters, homeowners, and landlords of the availability of financial and legal assistance, information was provided through a new webpage, citywide mailer, media outreach, social media, the weekly This Week in Kirkland email, and the Biz News email. Where feasible, key information on outreach materials was translated into Russian, Simplified Chinese, Spanish, and Portuguese in addition to English. The Communications Program is continuing to provide information about rental relief through social media and This Week in Kirkland and will seek and support additional tactics to ensure rental relief information reaches those who need it, including targeted outreach to the neighborhood associations, Inclusion Network, Kirkland Interfaith Network, and other key contacts.

Summary of Rental Relief Outreach as of July 6th

- Rental Relief Resource Center on the City website, accessible at www.kirklandwa.gov/housing-help, includes information in 5 languages
- Informational flyer delivered on June 30th – 43,027 mailed in total, one delivered to each address in Kirkland, included information in 5 languages
- News release on June 25th picked up by the Kirkland Reporter: [City of Kirkland offers help for those struggling to pay for housing due to COVID-19](https://www.kirklandreporter.com/news/city-of-kirkland-offers-help-for-those-struggling-to-pay-for-housing-due-to-covid-19)³
- Social media posts:
 - Facebook 6/25 – 1,119 people reached, 6/30 – 1,177 people reached
 - Twitter – 1,092 people reached
 - Nextdoor – 1,336 people reached
- This Week in Kirkland 6/25 – 1,697 people viewed, 7/1 - 1,625 people viewed
- Biz News 6/30 – 351 people viewed

Community Calls / Emails to Human Services staff

Thirty-eight unduplicated households reached out to the human services team in the week after the mailer arrived in mailboxes. Most of the inquiries were from tenants, while a handful were from landlords, homeowners and business owners. Callers are eager and some desperate for assistance. While some callers are eligible to be served, not all will be. Some folks had an income that was over 50%, while others may not be able to provide the needed documentation.

In addition to tenants ineligible for the King County program needing access to rental assistance, landlords need assistance identifying rental assistance program information to provide to tenants. The human services team is developing a handout for landlords.

NEXT STEPS

³ <https://www.kirklandreporter.com/news/city-of-kirkland-offers-help-for-those-struggling-to-pay-for-housing-due-to-covid-19/>

Kirkland Assistance Funds

There are extremely limited funds available to assist households above 50% of median income who do not qualify for the King County Eviction Prevention and Rental Assistance Program. City staff are evaluating how City non-ARPA human services funds may be used to help these households. Funding sources include the remaining human services reserve and the HB 1406 revenues set aside for rental assistance. The Council could also allocate money from the Council Special Projects Reserve or other general fund reserves if needed. Potential recommendations for use of the funds include contracting with Indian American Community Services to administer funds to those residents and contracts with 4 Tomorrow to help residents who need assistance applying for those funds. These actions were discussed as recommended uses for SHB 1406 at the March 16, 2021 City Council meeting during the 2020 CARES Act Rental, Mortgage and Utility Assistance Provided to Kirkland Residents Special Presentation.

City staff has learned that we cannot assume that the outreach efforts pursued to date are enough to ensure that landlords and residents understand the tenant protections or rental assistance options are in place. For this reason, the human services team has a plan to outreach to landlords and tenants throughout the community. They have learned from Bellevue staff that utilizing door hangers to communicate with residents is effective.

Potential Expenses for a Kirkland Assistance Program

Expenses	Requested Funding	Funding Source
City Outreach	\$ 20,000	HS Reserves
Cultural Navigation for Assistance Programs	\$ 15,000	HS Reserves
Rental and Utility Assistance Program A (60% AMI and Below)	\$200,000	SHB 1406
Administration of Rental and Utility Assistance Program A	\$ 30,000	HS Reserves
Rental & Mortgage Assistance Program B (Over 60% AMI)	\$100,000	HS Reserves
Administration of Mortgage, Utility and Rental Assistance Program B	\$ 15,000	HS Reserves
TOTAL	\$390,000	

Potential Revenue Sources

Revenue Sources		Notes
Substitute House Bill 1406 2020 Revenue	\$ 123,478	
Substitute House Bill 1406 2021 Revenue (revenue total likely to be \$211,749)	\$ 81,747	Total received through April
Human Services Reserves	\$ 337,930	
ARPA Human Services Set Aside	\$1,000,000	Since all of the guidelines for using ARPA funds are not in place, staff recommends holding off using these funds for this first round of rental assistance.
TOTAL	\$1,543,155	

Potential Remaining Revenue*

Revenue Sources		Notes
Substitute House Bill 1406 2020 Revenue	\$ 0	
Substitute House Bill 1406 2021 Revenue (revenue total likely to be \$211,749)	\$ 130,002	Expected revenue for May through Dec.
Human Services Reserves	\$ 157,930	
ARPA Human Services Set Aside	\$1,000,000	
TOTAL	\$1,287,932	

*Does not include potential Council Special Projects Reserve/general fund reserve use

Federal, state and county programs are still being defined. Criteria and reporting requirements are still in flux. Staff in the City Manager's Office, Finance and Parks and Community Services are working collaboratively to develop specific allocations and outreach strategies that will maximize the use of federal, state and regional ARPA funds before using Kirkland ARPA funds and Kirkland general fund dollars. However, providing swift assistance to those who need help immediately is also a priority. Kirkland may take action and allocation funding before we have complete information in order to prevent imminent evictions.

Potential Additional Tenant Protections

The Northwest Justice Project is recommending a number of permanent renter protections for jurisdictions to consider. A summary list is offered below, and proposed ordinance language is included in **Attachment B**.

- Rent Increases must be provided between 180-120 days before effective date
 - No increase in rent if property is in poor condition
- Move-in fees are capped at one month's rent and provide installment plans
- Late fees are capped at \$10.00 per month
- Requires cause to evict as specified in the agreement
- Rent due date may be altered due to tenant's fixed income
- Landlord may not demand child or person with disability to be signatory to lease if tenant of record is already a signatory
- Bars discrimination due to immigration status and bars requirement of social security number
- Bans abusive, deceptive, and unfair practices in rental housing

Staff had intended to also include a community outreach plan to seek public input on further renter protection actions by the Council. Recent reprioritizations of the City Manager's Office have delayed that work, but the plan can be available at the August 4 Council meeting.

Council Direction and Next Steps

Staff welcomes Council questions and input on any of the topics of this memo. Staff is also seeking Council direction on two key issues.

1. Should Kirkland's temporary moratorium Ordinance O-4759 be amended or repealed considering Governor Inslee's new statewide "bridge" moratorium? If amended, should the ordinance be amended to match the statewide moratorium or to address the landlord concerns presented to Council?

2. Does the Council still wish to explore additional tenant protection legislation with the community considering ESHB 1236?

Once staff receives direction from the Council, any potential actions (such as amendment or repeal of O-4759) would be brought back to the Council to the August 4 Council meeting for deliberation.

Attachment A	Kirkland Rental Assistance Flyer
Attachment B	Permanent Renter Protections Draft Ordinance
Attachment C	E2SSB 5160 – Landlord/Tenant relations bill
Attachment D	ESHB 1236 - State “Just Cause” eviction bill



123 5th Avenue
Kirkland, WA 98033-6189
www.kirklandwa.gov

Attachment A

Are you **behind in your rent**?

Are you a **landlord with tenants unable to pay**?

Are you **behind on mortgage payments**?

\$ Financial assistance is available through the City of Kirkland or one of its partners.

CONTACT US TO SEE IF YOU QUALIFY:

www.kirklandwa.gov/housing-help | housinghelp@kirklandwa.gov | (425) 587-3326

FINANCIAL ASSISTANCE FOR TENANTS AND LANDLORDS

King County's Eviction Prevention and Rental Assistance Program helps **residents behind in rent** and **landlords owed rents** due to COVID-19. Apply at rent-help.kingcounty.gov

We encourage landlords with tenants behind in rent and homeowners behind in mortgage payments to connect with City staff. We can help answer questions about the extended moratorium and what this means for landlords. There are programs and assistance available through the City to support you.

To see if you qualify, visit www.kirklandwa.gov/housing-help or contact the City of Kirkland at housinghelp@kirklandwa.gov or 425-587-3326.

TENANT PROTECTIONS

The City of Kirkland passed an eviction moratorium through September 30, 2021, to allow time for tenants and landlords to apply for assistance with unpaid rent during this time.

If you have received an eviction notice, call the Housing Justice Project at (877) 211-9274. If you want to learn more about tenant rights, call Eastside Legal Assistance Program at (425) 747-7274.

En Kirkland los inquilinos tienen protección contra los desalojos hasta septiembre 30 de el 2021.

在柯克蘭 (Kirkland)，租戶在 2021 年 9 月 30 日之前有免受房東驅逐的保障。

В Киркланде арендаторы имеют защиту от выселения до 30 сентября 2021 года.

Em Kirkland, os locatários têm proteção contra despejo até 30 de setembro de 2021.

Are you a tenant or landlord looking for financial assistance? You may qualify for housing support. Social security information is not required. For assistance call (425) 587-3326 or housinghelp@kirklandwa.gov

Es usted un inquilino o propietario que busca ayuda financiera? Usted califica para el apoyo de la vivienda. No es necesario seguro social. Si usted habla español, puede llamar o enviar texto al número 425-891-0345 para asistencia en español.

Você é um inquilino ou proprietário procurando ajuda financeira? Você pode se qualificar para o Social Security não são necessárias. Se você falar português, ligue/texto (425) 891-0345 para assistência em português.

您是否租戶或房東正在尋求經濟援助? 您可能有資格獲得房屋援助。毋須提供社會安全咭資料。如果您需要普通話協助, 請致電 (425) 289-6805。

Вы арендатор или домовладелец и ищите финансовую помощь? Вы можете претендовать на получение жилищной поддержки. Информация о номере социального страхования не требуется. Если вы говорите по-русски, позвоните по телефону (425) 289-6805 для получения помощи на русском языке.

Undocumented residents qualify for all programs. You do not need a social security number to qualify for assistance.

Los residentes si son documentos califican para todos los programas. Estés no necesita un número de seguro social para poder recibir la ayuda.

Additional Legal and Financial Assistance

- Housing Justice Project
hjpstaff@kcba.org
- King County Rent Program
(206) 263-3481
- City of Kirkland
(425) 587-3326
- Call 211
- Eastside Legal Assistance Program
(425) 747-7274

If you receive an eviction notice or your landlord is asking for payment, and you are unable to pay, we encourage you to:

- Contact the City of Kirkland at housinghelp@kirklandwa.gov or 425-587-3326
- Visit www.kirklandwa.gov/housing-help
- Call the City of Bellevue at (425) 452-4091 to apply to the Eviction Resolution Program, which helps tenants and landlords create a payment plan. Kirkland residents can apply.

Support for Businesses:

Kirkland's (re)StartUp425 Business Response Team can help connect small businesses and commercial landlords to funding sources and other financial support related to the COVID-19 pandemic. Language assistance available. For help contact:

(re)STARTUP425

www.re.startup425.org

(425) 587-3266

kirklandbusinesssupport@kirklandwa.gov



City of Kirkland
123 5th Avenue
Kirkland, WA 98033-6189
www.kirklandwa.gov

Permanent Renter Protections Draft Ordinance

Provided in spring 2021 by the Northwest Justice Project

This ordinance does the following:

- Rent Increases must be provided between 180-120 days before effective date
 - No increase in rent if property is in poor condition
- Move-in fees are capped at one month's rent and provide installment plans
- Late fees are capped at \$10.00 per month
- Requires cause to evict as specified in the agreement
- Rent due date may be altered due to tenant's fixed income
- Landlord may not demand child or person with disability to be signatory to lease if tenant of record is already a signatory
- Bars discrimination due to immigration status and bars requirement of social security number
- Bans abusive, deceptive, and unfair practices in rental housing

Sec. 1. A new section is hereby added:

- (1) A landlord may not increase the rent or charge any non-rent charges except in accordance with this section:
 - (a) A landlord may not increase the rent of a tenant unless the landlord has provided the tenant with notice of the rent increase between 180 and 120 days before such increase shall take effect.
 - (i) In the event of such an increase, the tenant may terminate the tenancy immediately upon surrendering the dwelling unit at any point prior to the increase taking effect. The tenant shall only owe pro rata rent through the date upon which the premises are surrendered. Any notice increasing the current rent shall inform the tenant that they may terminate the tenancy at any time and owe pro rata rent through the date the tenant surrenders the dwelling unit.
 - (ii) Any notice of a rent increase shall be served in accordance with RCW 59.12.040.
 - (b) Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter; upon forty-five days' notice to the landlord prior to termination of the rental agreement, the tenant may elect to have any such moneys paid to the landlord to be applied to the last month's rent. Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts

as deposit or security for performance over six months upon moving into the unit.

- (c) Any fees for late payment of rent shall not exceed \$10.00 per month. No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees. Any rental agreement provision providing for such fees shall be deemed void with respect to any provision prohibited by this subsection (c).
- (d) A landlord shall not increase the rent to be charged to a tenant by any amount if the dwelling unit has defective conditions making the dwelling unit unlivable or is in violation of RCW 59.18.060. If the tenant believes the dwelling unit has defective conditions making the unit unlivable or is in violation of RCW 59.18.060, the tenant shall notify the landlord in writing in accordance with RCW 59.18.070 specifying the premises involved, the name of the owner, if known, and the nature of the defective condition before the effective date listed in the notice of housing costs increase the tenant received from the landlord.

Section 2. A new section is hereby added as follows:

- (1) It is the intent of this section to require landlords to comply with tenant protection laws and to show good cause before taking action to terminate a tenancy or refusing to renew or continue the rental agreement after the expiration of the rental agreement.
- (2) It shall be a defense against eviction that the landlord is, at time of eviction, in violation of any duties or prohibited actions under this Chapter.
- (3) It shall be a defense against eviction or nonrenewal of the rental agreement that the landlord lacks good cause. Only the following justifications constitute good cause to terminate a tenancy or refuse to renew a lease against a tenant subject to this Chapter:
 - a. The tenant fails to pay rent, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law and having failed to cure within the time required by state law and the tenant has not otherwise reinstated pursuant to RCW 59.18.410(2) by offering the rent owed plus any late fees or court costs incurred at the time of payment. However, this subsection shall not constitute grounds for eviction where there exist conditions that deprive the tenant or occupants of normal use of the dwelling unit.
 - b. The tenant substantially and materially breaches a non-monetary term of the rental agreement as mutually agreed to by the tenant, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law

and having failed to take reasonable steps to cure the breach within the time required by state law. No term may be enforced against the tenant unless the tenant has subscribed in writing to the term sought to be enforced.

d. The landlord in good faith, without ulterior reasons and with honest intent, seeks to remove the dwelling unit from the rental market for one of the following reasons, after providing the tenant with 120 day advanced written notice of the eviction: (i) the landlord or his or her immediate family seeks to occupy the dwelling unit as their principal residence; (ii) the landlord seeks to convert the dwelling unit to a condominium pursuant to RCW 64.34.440; (iii) the landlord seeks to demolish or substantially rehabilitate the dwelling unit; (iv) a governmental entity has prohibited the continued rental of the dwelling unit to the tenant; or (v) the landlord intends to remove the dwelling unit from the rental market for at least a 24 month period. There is a rebuttable presumption that the landlord did not act in good faith if, after the landlord terminates the tenancy under this subsection (e) of this section, the landlord or their immediate family fails to occupy the unit as a principal residence for at least ninety consecutive days during the one hundred twenty days immediately after the tenant vacated. Moreover, if the landlord owns a similar vacant unit, and chooses instead to take possession of the dwelling unit occupied by a tenant, there shall be a rebuttable presumption that the landlord is acting in bad faith. A landlord may not recover possession pursuant to this subsection (e) more than once in any thirty-six (36) month period. No notice is required upon expiration of a written rental agreement that was intended to expire within sixty days of commencement of the tenancy and if such tenancy did not exceed sixty days.

f. The landlord resides in the dwelling unit with the tenant and no longer wishes to cohabitate with the tenant.

(4) These protections shall apply any immediate family members residing within the dwelling unit and shall apply to such family members should the tenant permanently vacate the premises, whether voluntarily or involuntarily, except if the landlord has terminated the tenancy pursuant to this section. For purposes of this subsection (9), "immediate family" refers to spouses, parents, children, grandparents, grandchildren, great-grandparents, great-grandchildren, siblings, nieces, nephews, and intimate partners.

(5) All written notices required under this section must be served in a manner consistent with RCW 59.12.040. Any notice served pursuant to this section shall identify the facts and circumstances that support the cause or causes with enough specificity for the tenant to be able to respond and assert any defense that may be available, including the names of witnesses, time and places of events, and other

specific detail to fully apprise the tenant of the allegations therein. Failure to include information within the possession of the landlord that would have permitted the tenant to assert a defense to the action shall bar the admissibility of any evidence with regard to any such information or facts at trial.

(6) Except as provided in subsections (3)(d) or (3)(f) of this section, a notice may not form any part of any basis for an eviction action if more than sixty days have passed since issuance of the notice.

(7) A landlord may not coerce a tenant to sign a mutual termination agreement. A tenant may rescind a mutual termination agreement by: (a) delivering written or electronic notice of rescission to the landlord within ten business days after signing the agreement; or (b) at a later time, by establishing that the tenant improvidently entered into the agreement, which may be demonstrated by an examination of the unequal bargaining power between the parties, vulnerability of the tenant, legitimacy of landlord's reasons for seeking termination, and whether tenant was able to procure alternative housing within the time allotted in the agreement.

(8) A landlord may not alter the original terms and conditions of the rental agreement entered into at the inception of the tenancy except as to the duration of the term, the rental amount, or how utilities are to be charged; however, all rental agreements shall include a provision allowing tenants to adjust the due date of rent payments if the tenant has a fixed income source that the tenant receives on a date of the month that is incongruent with paying rent on the date otherwise specified in the rental agreement. A landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant requests such accommodations.

(9) Acceptance of rent shall waive any right to declare forfeiture or seek the eviction of any tenant for any prior breaches of the rental agreement or violations of this Chapter by the tenant, including for any basis for eviction in this section. Any rental agreement purporting to waive this subsection (9) shall be deemed null and void.

(10) Any notice to pay or vacate served under RCW 59.12.030(3) shall include within the notice in at least 16 point bold font the following information: "You have 14 days to pay the rent required by this notice. After 14 days, you may pay the rent but will have to include a late fee totaling at most \$5.00 per month for each month of rent owed and any court costs incurred at the time of payment."

(11) A landlord may not seek rent if the landlord has failed to notify the tenant by certified mail that rent was not received within fourteen days of the date rent is due;

service of a notice pursuant to RCW 59.18.057 may be performed in lieu of a notice by certified mail that rent was not received if the amount sought in the notice is solely the most recent periodic or monthly rent due.

Section 3. A new section is hereby added as follows:

- (1) Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.
- (2) A landlord who violates this chapter shall be liable for penalties of four and one-half times the monthly rent of the dwelling unit at issue.
- (3) Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.
- (4) A tenant or an organization representing tenants may seek injunctive relief on their own behalf or on behalf of other affected tenants.
- (5) Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

Section 4. A new section is hereby added as follows:

- (1) A landlord shall not require a tenant to enter into a rental agreement, make as a condition of any rental agreement, or otherwise make the dwelling unit unavailable due to the tenant or prospective tenant's refusal to comply with the following rental terms or requests by the landlord:
 - (a) Any demand that any of the following occupants or prospective occupants of the household enter into and sign a rental agreement so as to be liable pursuant to its terms:
 - (i) The tenant's or prospective tenant's child, including those of majority age;
 - (ii) A person within the household who has a qualifying disability as defined by RCW 49.60.040(7).
 - (b) In the event the tenant of record vacates voluntarily or involuntarily except due to a termination of the tenancy by the landlord, any family members residing in the unit

or other occupants who reside in the unit as a primary residence shall succeed to the rental agreement on the same terms and conditions in effect at the time the tenant of record vacated.

(c) Any rental agreement entered into in violation of this section shall be null and void.

(2) No landlord shall do any of the following:

(i) Make any inquiry regarding or based on the immigration or citizenship status of a tenant, prospective tenant, occupant, or prospective occupant of residential rental property;

(ii) Require that any tenant, prospective tenant, occupant, or prospective occupant of the rental property make any statement, representation, or certification concerning his or her immigration or citizenship status;

(iii) Require that any tenant, prospective tenant, occupant, or prospective occupant of rental property provide a social security number. Alternative proof of financial eligibility such as portable screening reports, or other proof of income must also be accepted, where available, must also be accepted if offered by the tenant; and

(iv) Intimidate or harass any person due to alienage status, including, but not limited to, threatening to disclose information regarding or relating to the immigration or citizenship status of an occupant or prospective occupant to an authority or other person with the intent to harass or intimidate, undertaking or refusing to engage in a real estate transaction, including the refusal to rent or lease, or approve of a rental or lease of, a rental unit, representing that a rental unit is not available for inspection, sale, rental, or lease when it is in fact available, or applying different terms or conditions of a real estate transaction, including the setting of housing costs and the establishment of damage deposits, in furnishing the facilities or services in connection with such a transaction.

(a) Nothing in this section shall prohibit a rental housing owner or non-owner manager from either:

(i) Complying with any legal obligation under federal law.

(ii) Requesting information or documentation necessary to determine or verify the financial qualifications of a prospective tenant, or to determine or verify the identity of a prospective tenant or prospective occupant. However, if the rental housing owner or non-owner manager requests a social security number for verifying financial qualifications, other documentation sufficient to verify financial qualifications must also be accepted, such as portable screening reports, or other proof of income, and if a person is offering alternative means, the rental housing owner or non-owner manager must offer the same terms to the applicant as if a social security number was provided.

(c) A rental owner or non-owner manager shall inform any prospective resident or applicant seeking a rental unit of their right to provide alternative proof of financial qualifications on a form to be prescribed by the City within 60 days of enactment of this ordinance. Such form shall be signed by the prospective applicant.

(d) For purposes of this Section, "immigration or citizenship status" refers to the lawful or unlawful status of a person to remain in the United States.

(3) Landlords are prohibited from unfair or abusive acts or practices or deceptive acts or practices as defined in this subsection.

a) For the purposes of this subsection:

1. "Deceptive acts or practices" means representations, omissions, acts or practices that mislead or are likely to mislead a tenant; the tenant's interpretation of the representation, omission, act or practice is reasonable under the circumstances; and the representation, omission, act or practice is material. "Deceptive acts or practices" includes threatening to evict a tenant for nonpayment of charges except as authorized by section 5 of this ordinance.

2. "Unfair or abusive acts or practices" means those representations, omissions, acts or practices that:

a. Materially interfere with the ability of any tenant to understand a term or condition of the rental agreement or the tenancy; or

b. Take unreasonable advantage of a lack of understanding on the part of the tenant regarding the conditions of the tenancy or rights under the law or the inability of the tenant to protect the tenant's interests

Section 5. A new section is hereby added as follows:

For the purposes of this Chapter:

(1) "Dwelling unit" or "unit" is a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences, units of multiplexes, units of apartment buildings, and mobile homes.

(2) "Eviction" or "evict" is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease pursuant to this chapter, or seeking a mutual termination agreement.

(3) "Immediate family" includes: spouse, domestic partner, or partner in a committed intimate relationship; grandparents; parents; children; or grandchildren.

- (4) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, including any owner of a mobile home park, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.
- (5) "Lease renewal actions" include actions taken in the lease renewal process which could have the effect of ending the tenancy, including but not limited to a landlord's refusal to renew a rental agreement or the addition of new material non-financial terms to a renewed rental agreement.
- (6) "Mutual termination agreement" means any agreement by a landlord and tenant to terminate a tenancy.
- (7) "Rent" means any recurring or periodic payments for the use and occupancy of the dwelling unit, which may include utilities. Rent does not include any non-recurring charges such as late fees, notice fees, attorney's fees, court costs, damages, or other fees.
- (8) "Rental agreement" means all agreements subscribed to in writing by the tenant which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.
- (9) "Retaliatory eviction" is an eviction in response to a tenant's assertion of rights or protections afforded under this chapter or another tenant protection law.
- (10) "Retaliation" has the same meaning as "reprisal or retaliatory action" under RCW 59.18.240.
- (11) "Tenancy" refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes.
- (12) "Tenant" is any person who occupies a dwelling unit primarily for living or dwelling purposes.
- (13) "Tenant protection laws" includes this chapter, RCW 59.18, RCW 59.20, and any other federal, state, or local law or regulation designed to protect tenants, regardless of whether such laws or regulations are enacted before or after this chapter.

Section 6. A new section is hereby added as follows:

- (1) The provisions of this Act may not be waived, and any term of any rental agreement, contract, mutual termination agreement, or other agreement which purports

to waive or limit a tenant's substantive or procedural rights under this chapter are contrary to public policy, unenforceable, and void.

(2) The provisions of this chapter are declared to be separate and severable. If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect any other provision or application of this chapter that can be given effect without the invalid provision or application. Moreover, if a provision or its application is declared invalid due to preemption by state or federal law, then the remainder shall remain valid.

(3) Any ambiguity in this chapter shall be construed in favor of the tenant. Statements that non-compliance with certain provisions constitutes a violation of this chapter and/or are subject to penalties are provided for emphasis only and such statements shall not be construed to mean that non-compliance with other provisions does not constitute a violation subject to penalties.

CERTIFICATION OF ENROLLMENT

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5160

Chapter 115, Laws of 2021

(partial veto)

67th Legislature
2021 Regular Session

LANDLORD-TENANT RELATIONS

EFFECTIVE DATE: April 22, 2021

Passed by the Senate April 19, 2021
Yeas 27 Nays 22

DENNY HECK

President of the Senate

Passed by the House April 8, 2021
Yeas 72 Nays 26

LAURIE JINKINS

**Speaker of the House of
Representatives**

Approved April 22, 2021 3:37 PM with
the exception of sections 12 and 13,
which are vetoed.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of
the Senate of the State of
Washington, do hereby certify that
the attached is **ENGROSSED SECOND
SUBSTITUTE SENATE BILL 5160** as
passed by the Senate and the House
of Representatives on the dates
hereon set forth.

BRAD HENDRICKSON

Secretary

FILED

April 22, 2021

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5160

AS AMENDED BY THE HOUSE

Passed Legislature - 2021 Regular Session

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, 59.20.040, and 59.18.410; reenacting and amending RCW
8 43.31.605 and 59.18.230; adding new sections to chapter 59.18 RCW;
9 adding a new section to chapter 2.53 RCW; adding a new section to
10 chapter 43.185C RCW; creating new sections; repealing RCW 59.18.375;
11 prescribing penalties; making an appropriation; providing expiration
12 dates; and declaring an emergency.

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

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

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

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

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

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

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

28 (2) "Eviction moratorium" refers to the governor of the state of
29 Washington's proclamation 20-19.6, proclaiming a moratorium on
30 certain evictions for all counties throughout Washington state on
31 March 18, 2021.

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

34 (4) "Prospective landlord" has the same meaning as defined in RCW
35 59.18.030.

36 (5) "Public health emergency" refers to the governor of the state
37 of Washington's proclamation 20-05, proclaiming a state of emergency
38 for all counties throughout Washington state on February 29, 2020,
39 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 (6) "Rent" has the same meaning as defined in RCW 59.18.030.

4 (7) "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." "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) A landlord may not charge or impose any late fees or other
28 charges against any tenant for the nonpayment of rent that became due
29 between March 1, 2020, and six months following the expiration of the
30 eviction moratorium.

31 (2) For rent that accrued between March 1, 2020, and the six
32 months following the expiration of the eviction moratorium expiration
33 date:

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

35 (i) A tenant's nonpayment of rent that accrued between March 1,
36 2020, and the six months following the expiration of the eviction
37 moratorium; or

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

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

9 (3)(a) A landlord or prospective landlord may not deny,
10 discourage application for, or otherwise make unavailable any rental
11 dwelling unit based on a tenant's or prospective tenant's medical
12 history including, but not limited to, the tenant's or prospective
13 tenant's prior or current exposure or infection to the COVID-19
14 virus.

15 (b) A landlord or prospective landlord may not inquire about,
16 consider, or require disclosure of a tenant's or prospective tenant's
17 medical records or history, unless such disclosure is necessary to
18 evaluate a reasonable accommodation request or reasonable
19 modification request under RCW 49.60.222.

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

26 **REPAYMENT PLANS**

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

29 (1) The eviction moratorium instituted by the governor of the
30 state of Washington's proclamation 20-19.6 shall end on June 30,
31 2021.

32 (2) If a tenant has remaining unpaid rent that accrued between
33 March 1, 2020, and six months following the expiration of the
34 eviction moratorium or the end of the public health emergency,
35 whichever is greater, the landlord must offer the tenant a reasonable
36 schedule for repayment of the unpaid rent that does not exceed
37 monthly payments equal to one-third of the monthly rental charges
38 during the period of accrued debt. If a tenant fails to accept the

1 terms of a reasonable repayment plan within 14 days of the landlord's
2 offer, the landlord may proceed with an unlawful detainer action as
3 set forth in RCW 59.12.030(3) but subject to any requirements under
4 the eviction resolution pilot program established under section 7 of
5 this act. If the tenant defaults on any rent owed under a repayment
6 plan, the landlord may apply for reimbursement from the landlord
7 mitigation program as authorized under RCW 43.31.605(1)(d) or proceed
8 with an unlawful detainer action as set forth in RCW 59.12.030(3) but
9 subject to any requirements under the eviction resolution pilot
10 program established under section 7 of this act. The court must
11 consider the tenant's circumstances, including decreased income or
12 increased expenses due to COVID-19, and the repayment plan terms
13 offered during any unlawful detainer proceeding.

14 (3) Any repayment plan entered into under this section must:

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

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

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

22 (d) Not include provisions or be conditioned on: The tenant's
23 compliance with the rental agreement, payment of attorneys' fees,
24 court costs, or other costs related to litigation if the tenant
25 defaults on the rental agreement; a requirement that the tenant apply
26 for governmental benefits or provide proof of receipt of governmental
27 benefits; or the tenant's waiver of any rights to a notice under RCW
28 59.12.030 or related provisions before a writ of restitution is
29 issued.

30 (4) It is a defense to an eviction under RCW 59.12.030(3) that a
31 landlord did not offer a repayment plan in conformity with this
32 section.

33 (5) To the extent available funds exist for rental assistance
34 from a federal, state, local, private, or nonprofit program, the
35 tenant or landlord may continue to seek rental assistance to reduce
36 and/or eliminate the unpaid rent balance.

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

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

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

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

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

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

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

27 (c) Claims related to landlord mitigation for an unpaid judgment
28 for rent, unpaid judgments resulting from the tenant's failure to
29 comply with an installment payment agreement identified in RCW
30 59.18.610, late fees, attorneys' fees, and costs after a court order
31 pursuant to RCW 59.18.410(3), including any unpaid portion of the
32 judgment after the tenant defaults on the payment plan pursuant to
33 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord
34 mitigation program account and are exempt from any postjudgment
35 interest required under RCW 4.56.110. Any claim for reimbursement
36 made pursuant to RCW 59.18.410(3)(e)(ii) must be accompanied by a
37 court order staying the writ of restitution pursuant to RCW
38 59.18.410(3). Any claim for reimbursement under this subsection
39 (1)(c) is not an entitlement.

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

4 (ii) The form must include: (A) Space for the landlord and tenant
5 to provide names, mailing addresses, phone numbers, date of birth for
6 the tenant, and any other identifying information necessary for the
7 department to process payment; (B) the landlord's statewide vendor
8 identification number and how to obtain one; (C) name and address to
9 whom payment must be made; (D) the amount of the judgment with
10 instructions to include any other supporting documentation the
11 department may need to process payment; (E) instructions for how the
12 tenant is to reimburse the department under (c)(iii) of this
13 subsection; (F) a description of the consequences if the tenant does
14 not reimburse the department as provided in this subsection (1)(c);
15 (G) a signature line for the landlord and tenant to confirm that they
16 have read and understood the contents of the form and program; and
17 (H) any other information necessary for the operation of the program.
18 If the tenant has not signed the form after the landlord has made
19 good faith efforts to obtain the tenant's signature, the landlord may
20 solely submit the form but must attest to the amount of money owed
21 and sign the form under penalty of perjury.

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

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

37 (v) With any disbursement from the account to the landlord, the
38 department shall notify the tenant at the address provided within the
39 application that a disbursement has been made to the landlord on the
40 tenant's behalf and that failure to reimburse the account for the

1 payment through the court registry may result in a denial of a future
2 application to the account pursuant to this subsection (1)(c). The
3 department may include any other additional information about how to
4 reimburse the account it deems necessary to fully inform the tenant.

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

8 (vii) If at any time funds do not exist in the landlord
9 mitigation program account to reimburse claims submitted under this
10 subsection (1)(c), the department must create and maintain a waitlist
11 and distribute funds in the order the claims are received pursuant to
12 subsection (6) of this section. Payment of any claims on the waitlist
13 shall be made only from the landlord mitigation program account. The
14 department shall not be civilly or criminally liable and may not have
15 any penalty or cause of action of any nature arise against it
16 regarding the provision or lack of provision of funds for
17 reimbursement.

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

19 (A) Up to \$15,000 in unpaid rent that accrued between March 1,
20 2020, and six months following the expiration of the eviction
21 moratorium and the tenant being low-income, limited resourced or
22 experiencing hardship, voluntarily vacated or abandoned the tenancy;
23 or

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

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

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

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

39 (B) Pursuing collection, or authorizing another entity to pursue
40 collection on the landlord's behalf, of a judgment against the tenant

1 for damages or any remaining unpaid rent accrued between March 1,
2 2020, and six months following the expiration of the eviction
3 moratorium attributable to the same tenancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 (14) As used in this section:

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

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

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

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

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

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

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

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

EVICTIION RESOLUTION PILOT PROGRAM

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

(1) Subject to the availability of amounts appropriated for this specific purpose, the administrative office of the courts shall contract with dispute resolution centers as described under chapter

1 7.75 RCW within or serving each county to establish a court-based
2 eviction resolution pilot program operated in accordance with
3 Washington supreme court order no. 25700-B-639 and any standing
4 judicial order of the 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 the local dispute resolution center serving the
34 area where the property is located.

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

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

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

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

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

12 (c) The number of nonpayment of rent cases resolved by the
13 program;

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

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

18 (f) Any other information that relates to the efficacy of the
19 pilot program.

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

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

25 **RIGHT TO COUNSEL**

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

28 (1) Subject to the availability of amounts appropriated for this
29 specific purpose, the court must appoint an attorney for an indigent
30 tenant in an unlawful detainer proceeding under this chapter and
31 chapters 59.12 and 59.20 RCW. The office of civil legal aid is
32 responsible for implementation of this subsection as provided in
33 section 9 of this act, and the state shall pay the costs of legal
34 services provided by an attorney appointed pursuant to this
35 subsection. In implementing this section, the office of civil legal
36 aid shall assign priority to providing legal representation to
37 indigent tenants in those counties in which the most evictions occur

1 and to indigent tenants who are disproportionately at risk of
2 eviction.

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 [www.atg.wa.gov/landlord-](http://www.atg.wa.gov/landlord-tenant)**
27 **tenant.** ~~((You will also find information there on how to find a~~
28 ~~lawyer or advocate at low or no cost and any available resources to~~
29 ~~help you pay your rent.~~

30 ~~Alternatively, for no-cost legal assistance for low-income~~
31 ~~renters)) State law provides you the right to legal representation~~
32 ~~and the court may be able to appoint a lawyer to represent you~~
33 ~~without cost to you if you are a qualifying low-income renter. If you~~
34 ~~believe you are a qualifying low-income renter and would like an~~
35 ~~attorney appointed to represent you, please contact the Eviction~~
36 ~~Defense Screening Line at 855-657-8387 or apply online at [https://](https://nwjustice.org/apply-online)~~
37 ~~nwjustice.org/apply-online. For additional resources, call 2-1-1 or~~
38 ~~the Northwest Justice Project CLEAR Hotline outside King County (888)~~
39 ~~201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111~~
40 ~~for seniors (age 60 and over). You may find additional information to~~

1 help you at <http://www.washingtonlawhelp.org>. Free or low-cost
2 mediation services to assist in nonpayment of rent disputes before
3 any judicial proceedings occur are also available at dispute
4 resolution centers throughout the state. You can find your nearest
5 dispute resolution center at <https://www.resolutionwa.org>.

6 State law also provides you the right to receive interpreter
7 services at court.
8

9 OWNER/LANDLORD: _____ DATE: _____

10
11 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ____ (owner/landlord name) ____
12 _____ (address) _____ "

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

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

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

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

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

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

1 if available, a facsimile number for the plaintiff or the plaintiff's
2 attorney, if represented. The summons must be served and returned in
3 the same manner as a summons in other actions is served and returned.

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

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

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

12 (c) By facsimile to the facsimile number listed on the summons.
13 Service by facsimile is complete upon successful transmission to the
14 facsimile number listed upon the summons;

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

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

18 IN THE SUPERIOR COURT OF THE
19 STATE OF WASHINGTON
20 IN AND
21 FOR COUNTY

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

26
27
28
29 vs. EVICTION SUMMONS
30 (Residential)

31 Defendant/
32 Tenant/
33 Occupant.

34 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

35 YOUR **WRITTEN**

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

37 TO: (Defendant's Name)

1 (Defendant's Address)

2 **GET HELP: If you do not respond by the deadline above, you will**
3 **lose your right to defend yourself or be represented by a lawyer if**
4 **you cannot afford one in court and could be evicted.** ((If you cannot
5 afford a lawyer)) The court may be able to appoint a lawyer to
6 represent you without cost to you if you are low-income and are
7 unable to afford a lawyer. If you believe you are a qualifying low-
8 income renter and would like an attorney appointed to represent you,
9 please contact the Eviction Defense Screening Line at 855-657-8387 or
10 apply online at <https://nwjustice.org/apply-online>. For additional
11 resources, you may call 2-1-1 or the Northwest Justice Project CLEAR
12 Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m.
13 - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). ((They
14 can refer you to free or low-cost legal help.)) You may find
15 additional information to help you at [http://](http://www.washingtonlawhelp.org)
16 www.washingtonlawhelp.org. Free or low-cost mediation services to
17 assist in nonpayment of rent disputes before any judicial proceedings
18 occur are also available at dispute resolution centers throughout the
19 state. You can find your nearest dispute resolution center at
20 <https://www.resolutionwa.org>.

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

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

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

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

39 (Attorney/Landlord Name)

40 (Address)

1 (Fax - required if available)

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

9 **LANDLORD ACCESS TO RENTAL ASSISTANCE PROGRAMS**

10 ***NEW SECTION.** Sec. 12. A new section is added to chapter
11 43.185C RCW to read as follows:

12 (1) The department must authorize landlords an opportunity to
13 apply to the following programs, if feasible, and establish
14 application and eligibility requirements and any conditions on the
15 receipt of funds as the department deems appropriate:

16 (a) Rental assistance provided through the consolidated homeless
17 grant program;

18 (b) Rental assistance provided through the emergency solutions
19 grant program; and

20 (c) Any rental assistance program funded through receipt of any
21 federal COVID-19 relief funds.

22 (2) Until March 31, 2022, the department must provide rental
23 assistance directly to a landlord on behalf of an indigent tenant who
24 is unable to:

25 (a) Access an eviction resolution pilot program, as described in
26 section 7 of this act, because such a program is either not available
27 in the region in which the property is located or the regional
28 program is not accepting new claims; or

29 (b) Obtain legal representation as described in section 8 of this
30 act.

31 (3) For the purposes of this section, "indigent" has the same
32 meaning as section 8(2) of this act.

**Sec. 12 was vetoed. See message at end of chapter.*

33 ***NEW SECTION.** Sec. 13. The sum of \$7,500,000 for the fiscal
34 biennium ending June 30, 2023, is appropriated from the coronavirus
35 state fiscal recovery fund created in Engrossed Substitute Senate
36 Bill No. 5092 (operating budget) to the department of commerce for

1 the purposes of a landlord grant assistance program to provide grants
2 to eligible landlords for rent that was not paid during the eviction
3 moratorium pursuant to the governor's proclamation 20-19.6. The
4 department shall have such rule-making authority as the department
5 deems necessary to administer the program.

6 (1) To be eligible for a grant under this section, a landlord
7 must:

8 (a) Apply for a grant or have a property manager or property
9 management company apply for a grant on behalf of a landlord;

10 (b) Be the sole investor in the property from which they are
11 seeking rental arrears;

12 (c) Be the owner of no more than 10 dwelling units from which
13 they receive rental payments; and

14 (d) Provide proof of ownership of the property and a statement
15 certified under penalty of perjury of the amount of rent due during
16 the eviction moratorium that the landlord was not paid by the tenant,
17 through funds acquired through an emergency rental assistance program
18 provided by a governmental or nonprofit entity, through the state
19 landlord mitigation program defined in RCW 43.31.605, or through any
20 other means that would reasonably be considered payment of rent due.

21 (2) Eligible landlords may receive a grant of up to 80 percent of
22 the total amount of rent in arrears.

23 (3) The department will disburse funds to eligible landlords
24 within 60 days of submission of the application. Eligibility for a
25 grant under this section does not constitute an entitlement for
26 payment. If eligible applications for grants exceed the funds
27 appropriated in this section, the department must create and maintain
28 a waitlist in the order the applications are received pursuant to
29 this section. The department shall not be civilly or criminally
30 liable and may not have any penalty or cause of action of any nature
31 arise against it regarding the provision or lack of provision of
32 funds.

33 (4) The department shall provide a report to the appropriate
34 committees of the legislature by September 30, 2023, which shall
35 include the number of eligible applicants who received grants and the
36 total funds provided to such applicants, the number of eligible
37 applicants on the waitlist who did not receive grants and the total
38 amount of grants unpaid due to lack of funds, and the number of
39 ineligible applicants and the reasons for ineligibility.

1 (5) A landlord who receives a grant under this section is
2 prohibited from:

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

5 (b) Pursuing collection, or authorizing another entity to pursue
6 collection on the landlord's behalf, against the tenant for unpaid
7 rent or damages attributable to the same tenancy.

8 (6) This section expires December 31, 2024.

*Sec. 13 was vetoed. See message at end of chapter.

9 OTHER TENANT PROTECTIONS

10 **Sec. 14.** RCW 59.12.040 and 2010 c 8 s 19007 are each amended to
11 read as follows:

12 Any notice provided for in this chapter shall be served either
13 (1) by delivering a copy personally to the person entitled thereto;
14 or (2) if he or she be absent from the premises unlawfully held, by
15 leaving there a copy, with some person of suitable age and
16 discretion, and sending a copy through the mail addressed to the
17 person entitled thereto at his or her place of residence; or (3) if
18 the person to be notified be a tenant, or an unlawful holder of
19 premises, and his or her place of residence is not known, or if a
20 person of suitable age and discretion there cannot be found then by
21 affixing a copy of the notice in a conspicuous place on the premises
22 unlawfully held, and also delivering a copy to a person there
23 residing, if such a person can be found, and also sending a copy
24 through the mail addressed to the tenant, or unlawful occupant, at
25 the place where the premises unlawfully held are situated. Service
26 upon a subtenant may be made in the same manner: PROVIDED, That in
27 cases where the tenant or unlawful occupant, shall be conducting a
28 hotel, inn, lodging house, boarding house, or shall be renting rooms
29 while still retaining control of the premises as a whole, that the
30 guests, lodgers, boarders, or persons renting such rooms shall not be
31 considered as subtenants within the meaning of this chapter, but all
32 such persons may be served by affixing a copy of the notice to be
33 served in two conspicuous places upon the premises unlawfully held;
34 and such persons shall not be necessary parties defendant in an
35 action to recover possession of said premises. Service of any notice
36 provided for in this chapter may be had upon a corporation by
37 delivering a copy thereof to any officer, agent, or person having

1 charge of the business of such corporation, at the premises
2 unlawfully held, and in case no such officer, agent, or person can be
3 found upon such premises, then service may be had by affixing a copy
4 of such notice in a conspicuous place upon said premises and by
5 sending a copy through the mail addressed to such corporation at the
6 place where said premises are situated. Proof of any service under
7 this section may be made by the affidavit of the person making the
8 same in like manner and with like effect as the proof of service of
9 summons in civil actions. When a copy of notice is sent through the
10 mail, as provided in this section, service shall be deemed complete
11 when such copy is deposited in the United States mail in the county
12 in which the property is situated properly addressed with postage
13 prepaid: PROVIDED, HOWEVER, That when service is made by mail one
14 additional day shall be allowed before the commencement of an action
15 based upon such notice. (~~RCW 59.18.375 may also apply to notice~~
16 ~~given under this chapter.~~))

17 **Sec. 15.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are
18 each reenacted and amended to read as follows:

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

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

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

35 (a) Agrees to waive or to forgo rights or remedies under this
36 chapter; or

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

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

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

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

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

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

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

36 In any action, including actions pursuant to chapters 7.64 or
37 12.28 RCW, brought by a tenant or other person to recover possession
38 of his or her personal property taken or detained by a landlord in
39 violation of this section, the court, upon motion and after notice to
40 the opposing parties, may waive or reduce any bond requirements where

1 it appears to be to the satisfaction of the court that the moving
2 party is proceeding in good faith and has, prima facie, a meritorious
3 claim for immediate delivery or redelivery of said property.

4 **Sec. 16.** RCW 59.20.040 and 1999 c 359 s 3 are each amended to
5 read as follows:

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

28 **Sec. 17.** RCW 59.18.410 and 2020 c 315 s 5 are each amended to
29 read as follows:

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

1 arising out of the tenancy occasioned to the landlord by any forcible
2 entry, or by any forcible or unlawful detainer, alleged in the
3 complaint and proved at trial, and, if the alleged unlawful detainer
4 is based on default in the payment of rent, find the amount of any
5 rent due, and the judgment shall be rendered against the tenant
6 liable for the forcible entry, forcible detainer, or unlawful
7 detainer for the amount of damages thus assessed, for the rent, if
8 any, found due, and late fees if such fees are due under the lease
9 and do not exceed seventy-five dollars in total. The court may award
10 statutory costs. The court may also award reasonable attorneys' fees
11 as provided in RCW 59.18.290.

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

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

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

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

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

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

34 (iv) The tenant's payment history;

35 (v) Whether the tenant is otherwise in substantial compliance
36 with the rental agreement;

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

38 (vii) Conduct related to other notices served within the last six
39 months.

1 (b) The burden of proof for such relief under this subsection (3)
2 shall be on the tenant. If the tenant seeks relief pursuant to this
3 subsection (3) at the time of the show cause hearing, the court shall
4 hear the matter at the time of the show cause hearing or as
5 expeditiously as possible so as to avoid unnecessary delay or
6 hardship on the parties.

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

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

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

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

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

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

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

NAME(S)

ADDRESS

CITY, STATE, ZIP

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

DATE

AMOUNT

DATE

AMOUNT

DATE

AMOUNT

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

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

DATE

SIGNATURE

1 LANDLORD/AGENT

2 NAME

3 ADDRESS

4 PHONE

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

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

13 (d) A tenant who has been served with three or more notices to
14 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
15 within twelve months prior to the notice to pay or vacate upon which
16 the proceeding is based may not seek relief under this subsection
17 (3).

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

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

1 (iii) If the department of commerce fails to disburse payment to
2 the landlord for the judgment pursuant to this subsection (3)(e)
3 within thirty days from submission of the application, the landlord
4 may renew an application for a writ of restitution pursuant to RCW
5 59.18.370 and for other rent owed by the tenant since the time of
6 entry of the prior judgment. In such event, the tenant may exercise
7 rights afforded under this section.

8 (iv) Upon payment by the department of commerce to the landlord
9 for the remaining or total amount of the judgment, as applicable, the
10 judgment is satisfied and the landlord shall file a satisfaction of
11 judgment with the court.

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

16 (vi) For the period extending one year beyond the expiration of
17 the eviction moratorium, if a tenant demonstrates an ability to pay
18 in order to reinstate the tenancy by means of disbursement through
19 the landlord mitigation program account established within RCW
20 43.31.605(1)(c):

21 (A) Any restrictions imposed under (d) of this subsection do not
22 apply in determining if a tenant is eligible for reinstatement under
23 this subsection (3); and

24 (B) Reimbursement on behalf of the tenant to the landlord under
25 RCW 43.31.605(1)(c) may include up to three months of prospective
26 rent to stabilize the tenancy as determined by the court.

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

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

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

4 NEW SECTION. **Sec. 18.** This act does not apply to assisted
5 living facilities licensed under chapter 18.20 RCW, to nursing homes
6 licensed under chapter 18.51 RCW, to adult family homes licensed
7 under chapter 70.128 RCW, or to continuing care retirement
8 communities registered under chapter 18.390 RCW.

9 NEW SECTION. **Sec. 19.** RCW 59.18.375 (Forcible entry or detainer
10 or unlawful detainer actions—Payment of rent into court registry—
11 Writ of restitution—Notice) and 2008 c 75 s 2, 2006 c 51 s 2, & 1983
12 c 264 s 13 are each repealed.

13 NEW SECTION. **Sec. 20.** Sections 2 through 4 of this act
14 supersede any other provisions within chapter 59.18 or 59.12 RCW, or
15 chapter 59.20 RCW as applicable, that conflict with sections 2
16 through 4 of this act.

17 NEW SECTION. **Sec. 21.** This act is necessary for the immediate
18 preservation of the public peace, health, or safety, or support of
19 the state government and its existing public institutions, and takes
20 effect immediately.

Passed by the Senate April 19, 2021.

Passed by the House April 8, 2021.

Approved by the Governor April 22, 2021, with the exception of
certain items that were vetoed.

Filed in Office of Secretary of State April 22, 2021.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith, without my approval as to Sections 12 and
13, Engrossed Second Substitute Senate Bill No. 5160 entitled:

"AN ACT Relating to addressing landlord-tenant relations by
providing certain tenant protections during the public health
emergency, providing for legal representation in eviction cases,
establishing an eviction resolution pilot program for nonpayment of
rent cases, and authorizing landlord access to certain rental
assistance programs."

While Section 12 attempts to provide direct financial relief to
landlords as part of a larger legislative solution in E2SSB 5160, it
creates an entitlement for landlords to receive rent assistance
without a sufficient framework to prioritize resources to those
landlords who have the greatest need. The estimated cost of Section
12 is \$2.4 billion, which is \$1.5 billion more than is currently

appropriated by the state or awarded by the federal government. RCW 43.88.055 requires the Legislature to enact an operating budget that leaves a positive ending fund balance at the end of the fiscal biennium. Although the final budget will likely have a different ending fund balance than is reflected today, \$1.5 billion in additional costs could not be sustained by available fiscal resources. In order to ensure that the Legislature meets its statutory obligation to leave a positive ending fund balance at the end of the 2021-23 biennium, I am vetoing Section 12 of this bill at the request of legislative leadership.

In addition, Section 13 is largely duplicative of an early action bill that I have already signed, ESHB 1368, which provides \$2 million in grant opportunities for eligible landlords. Because of this, Section 13 creates administrative problems for the department of commerce, and may also cause confusion for landlords. As a result, again at the request of legislative leadership, I am also vetoing Section 13.

The Legislature and I agree it is important to provide resources to landlords, and to prioritize assisting those landlords who have a small number of units. If the Legislature wants to increase support for landlords who have a small number of units, I encourage the Legislature to increase funding to the program already created in the early action bill rather than creating redundant programs.

For these reasons I have vetoed Sections 12 and 13 of Engrossed Second Substitute Senate Bill No. 5160.

With the exception of Sections 12 and 13, Engrossed Second Substitute Senate Bill No. 5160 is approved."

--- END ---

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE HOUSE BILL 1236

Chapter 212, Laws of 2021

67th Legislature
2021 Regular Session

RESIDENTIAL TENANCIES—VARIOUS PROVISIONS

EFFECTIVE DATE: May 10, 2021

Passed by the House April 13, 2021
Yeas 54 Nays 44

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 8, 2021
Yeas 28 Nays 21

DENNY HECK

President of the Senate

Approved May 10, 2021 3:08 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1236** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 10, 2021

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 1236

AS AMENDED BY THE SENATE

Passed Legislature - 2021 Regular Session

State of Washington

67th Legislature

2021 Regular Session

By House Housing, Human Services & Veterans (originally sponsored by Representatives Macri, Taylor, Dolan, Gregerson, Berry, Fitzgibbon, Frame, Simmons, Ramel, Bateman, J. Johnson, Hackney, Chopp, Thai, Peterson, Santos, Orwall, Ortiz-Self, Ryu, Wicks, Lekanoff, Slatter, Berg, Senn, Harris-Talley, Ormsby, and Pollet)

READ FIRST TIME 02/09/21.

1 AN ACT Relating to protecting residential tenants from the
2 beginning to end of their tenancies by penalizing the inclusion of
3 unlawful lease provisions and limiting the reasons for eviction,
4 refusal to continue, and termination; amending RCW 59.18.220 and
5 59.12.030; reenacting and amending RCW 59.18.030, 59.18.200, and
6 59.18.230; adding a new section to chapter 59.18 RCW; prescribing
7 penalties; and declaring an emergency.

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

9 **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and
10 2019 c 23 s 1 are each reenacted and amended to read as follows:

11 As used in this chapter:

12 (1) "Active duty" means service authorized by the president of
13 the United States, the secretary of defense, or the governor for a
14 period of more than ((thirty)) 30 consecutive days.

15 (2) "Certificate of inspection" means an unsworn statement,
16 declaration, verification, or certificate made in accordance with the
17 requirements of chapter 5.50 RCW by a qualified inspector that states
18 that the landlord has not failed to fulfill any substantial
19 obligation imposed under RCW 59.18.060 that endangers or impairs the
20 health or safety of a tenant, including (a) structural members that
21 are of insufficient size or strength to carry imposed loads with

1 safety, (b) exposure of the occupants to the weather, (c) plumbing
2 and sanitation defects that directly expose the occupants to the risk
3 of illness or injury, (d) not providing facilities adequate to supply
4 heat and water and hot water as reasonably required by the tenant,
5 (e) providing heating or ventilation systems that are not functional
6 or are hazardous, (f) defective, hazardous, or missing electrical
7 wiring or electrical service, (g) defective or hazardous exits that
8 increase the risk of injury to occupants, and (h) conditions that
9 increase the risk of fire.

10 (3) "Commercially reasonable manner," with respect to a sale of a
11 deceased tenant's personal property, means a sale where every aspect
12 of the sale, including the method, manner, time, place, and other
13 terms, must be commercially reasonable. If commercially reasonable, a
14 landlord may sell the tenant's property by public or private
15 proceedings, by one or more contracts, as a unit or in parcels, and
16 at any time and place and on any terms.

17 (4) "Comprehensive reusable tenant screening report" means a
18 tenant screening report prepared by a consumer reporting agency at
19 the direction of and paid for by the prospective tenant and made
20 available directly to a prospective landlord at no charge, which
21 contains all of the following: (a) A consumer credit report prepared
22 by a consumer reporting agency within the past (~~(thirty)~~) 30 days;
23 (b) the prospective tenant's criminal history; (c) the prospective
24 tenant's eviction history; (d) an employment verification; and (e)
25 the prospective tenant's address and rental history.

26 (5) "Criminal history" means a report containing or summarizing
27 (a) the prospective tenant's criminal convictions and pending cases,
28 the final disposition of which antedates the report by no more than
29 seven years, and (b) the results of a sex offender registry and
30 United States department of the treasury's office of foreign assets
31 control search, all based on at least seven years of address history
32 and alias information provided by the prospective tenant or available
33 in the consumer credit report.

34 (6) "Designated person" means a person designated by the tenant
35 under RCW 59.18.590.

36 (7) "Distressed home" has the same meaning as in RCW 61.34.020.

37 (8) "Distressed home conveyance" has the same meaning as in RCW
38 61.34.020.

39 (9) "Distressed home purchaser" has the same meaning as in RCW
40 61.34.020.

1 (10) "Dwelling unit" is a structure or that part of a structure
2 which is used as a home, residence, or sleeping place by one person
3 or by two or more persons maintaining a common household, including
4 but not limited to single-family residences and units of multiplexes,
5 apartment buildings, and mobile homes.

6 (11) "Eviction history" means a report containing or summarizing
7 the contents of any records of unlawful detainer actions concerning
8 the prospective tenant that are reportable in accordance with state
9 law, are lawful for landlords to consider, and are obtained after a
10 search based on at least seven years of address history and alias
11 information provided by the prospective tenant or available in the
12 consumer credit report.

13 (12) "Gang" means a group that: (a) Consists of three or more
14 persons; (b) has identifiable leadership or an identifiable name,
15 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
16 acts in concert mainly for criminal purposes.

17 (13) "Gang-related activity" means any activity that occurs
18 within the gang or advances a gang purpose.

19 (14) "In danger of foreclosure" means any of the following:

20 (a) The homeowner has defaulted on the mortgage and, under the
21 terms of the mortgage, the mortgagee has the right to accelerate full
22 payment of the mortgage and repossess, sell, or cause to be sold the
23 property;

24 (b) The homeowner is at least (~~(thirty)~~) 30 days delinquent on
25 any loan that is secured by the property; or

26 (c) The homeowner has a good faith belief that he or she is
27 likely to default on the mortgage within the upcoming four months due
28 to a lack of funds, and the homeowner has reported this belief to:

29 (i) The mortgagee;

30 (ii) A person licensed or required to be licensed under chapter
31 19.134 RCW;

32 (iii) A person licensed or required to be licensed under chapter
33 19.146 RCW;

34 (iv) A person licensed or required to be licensed under chapter
35 18.85 RCW;

36 (v) An attorney-at-law;

37 (vi) A mortgage counselor or other credit counselor licensed or
38 certified by any federal, state, or local agency; or

39 (vii) Any other party to a distressed property conveyance.

1 (15) "Landlord" means the owner, lessor, or sublessor of the
2 dwelling unit or the property of which it is a part, and in addition
3 means any person designated as representative of the owner, lessor,
4 or sublessor including, but not limited to, an agent, a resident
5 manager, or a designated property manager.

6 (16) "Mortgage" is used in the general sense and includes all
7 instruments, including deeds of trust, that are used to secure an
8 obligation by an interest in real property.

9 (17) "Orders" means written official military orders, or any
10 written notification, certification, or verification from the service
11 member's commanding officer, with respect to the service member's
12 current or future military status.

13 (18) "Owner" means one or more persons, jointly or severally, in
14 whom is vested:

15 (a) All or any part of the legal title to property; or

16 (b) All or part of the beneficial ownership, and a right to
17 present use and enjoyment of the property.

18 (19) "Permanent change of station" means: (a) Transfer to a unit
19 located at another port or duty station; (b) change in a unit's home
20 port or permanent duty station; (c) call to active duty for a period
21 not less than (~~ninety~~) 90 days; (d) separation; or (e) retirement.

22 (20) "Person" means an individual, group of individuals,
23 corporation, government, or governmental agency, business trust,
24 estate, trust, partnership, or association, two or more persons
25 having a joint or common interest, or any other legal or commercial
26 entity.

27 (21) "Premises" means a dwelling unit, appurtenances thereto,
28 grounds, and facilities held out for the use of tenants generally and
29 any other area or facility which is held out for use by the tenant.

30 (22) "Property" or "rental property" means all dwelling units on
31 a contiguous quantity of land managed by the same landlord as a
32 single, rental complex.

33 (23) "Prospective landlord" means a landlord or a person who
34 advertises, solicits, offers, or otherwise holds a dwelling unit out
35 as available for rent.

36 (24) "Prospective tenant" means a tenant or a person who has
37 applied for residential housing that is governed under this chapter.

38 (25) "Qualified inspector" means a United States department of
39 housing and urban development certified inspector; a Washington state
40 licensed home inspector; an American society of home inspectors

1 certified inspector; a private inspector certified by the national
2 association of housing and redevelopment officials, the American
3 association of code enforcement, or other comparable professional
4 association as approved by the local municipality; a municipal code
5 enforcement officer; a Washington licensed structural engineer; or a
6 Washington licensed architect.

7 (26) "Reasonable attorneys' fees," where authorized in this
8 chapter, means an amount to be determined including the following
9 factors: The time and labor required, the novelty and difficulty of
10 the questions involved, the skill requisite to perform the legal
11 service properly, the fee customarily charged in the locality for
12 similar legal services, the amount involved and the results obtained,
13 and the experience, reputation and ability of the lawyer or lawyers
14 performing the services.

15 (27) "Reasonable manner," with respect to disposing of a deceased
16 tenant's personal property, means to dispose of the property by
17 donation to a not-for-profit charitable organization, by removal of
18 the property by a trash hauler or recycler, or by any other method
19 that is reasonable under the circumstances.

20 (28) "Rent" or "rental amount" means recurring and periodic
21 charges identified in the rental agreement for the use and occupancy
22 of the premises, which may include charges for utilities. Except as
23 provided in RCW 59.18.283(3), these terms do not include nonrecurring
24 charges for costs incurred due to late payment, damages, deposits,
25 legal costs, or other fees, including attorneys' fees.

26 (29) "Rental agreement" or "lease" means all agreements which
27 establish or modify the terms, conditions, rules, regulations, or any
28 other provisions concerning the use and occupancy of a dwelling unit.

29 (30) "Service member" means an active member of the United States
30 armed forces, a member of a military reserve component, or a member
31 of the national guard who is either stationed in or a resident of
32 Washington state.

33 (31) A "single-family residence" is a structure maintained and
34 used as a single dwelling unit. Notwithstanding that a dwelling unit
35 shares one or more walls with another dwelling unit, it shall be
36 deemed a single-family residence if it has direct access to a street
37 and shares neither heating facilities nor hot water equipment, nor
38 any other essential facility or service, with any other dwelling
39 unit.

1 (32) A "tenant" is any person who is entitled to occupy a
2 dwelling unit primarily for living or dwelling purposes under a
3 rental agreement.

4 (33) "Tenant representative" means:

5 (a) A personal representative of a deceased tenant's estate if
6 known to the landlord;

7 (b) If the landlord has no knowledge that a personal
8 representative has been appointed for the deceased tenant's estate, a
9 person claiming to be a successor of the deceased tenant who has
10 provided the landlord with proof of death and an affidavit made by
11 the person that meets the requirements of RCW 11.62.010(2);

12 (c) In the absence of a personal representative under (a) of this
13 subsection or a person claiming to be a successor under (b) of this
14 subsection, a designated person; or

15 (d) In the absence of a personal representative under (a) of this
16 subsection, a person claiming to be a successor under (b) of this
17 subsection, or a designated person under (c) of this subsection, any
18 person who provides the landlord with reasonable evidence that he or
19 she is a successor of the deceased tenant as defined in RCW
20 11.62.005. The landlord has no obligation to identify all of the
21 deceased tenant's successors.

22 (34) "Tenant screening" means using a consumer report or other
23 information about a prospective tenant in deciding whether to make or
24 accept an offer for residential rental property to or from a
25 prospective tenant.

26 (35) "Tenant screening report" means a consumer report as defined
27 in RCW 19.182.010 and any other information collected by a tenant
28 screening service.

29 (36) "Immediate family" includes state registered domestic
30 partner, spouse, parents, grandparents, children, including foster
31 children, siblings, and in-laws.

32 (37) "Subsidized housing" refers to rental housing for very low-
33 income or low-income households that is a dwelling unit operated
34 directly by a public housing authority or its affiliate, or that is
35 insured, financed, or assisted in whole or in part through one of the
36 following sources:

37 (a) A federal program or state housing program administered by
38 the department of commerce or the Washington state housing finance
39 commission;

1 (b) A federal housing program administered by a city or county
2 government;

3 (c) An affordable housing levy authorized under RCW 84.52.105; or

4 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
5 any of the surcharges authorized in chapter 43.185C RCW.

6 (38) "Transitional housing" means housing units owned, operated,
7 or managed by a nonprofit organization or governmental entity in
8 which supportive services are provided to individuals and families
9 that were formerly homeless, with the intent to stabilize them and
10 move them to permanent housing within a period of not more than
11 twenty-four months, or longer if the program is limited to tenants
12 within a specified age range or the program is intended for tenants
13 in need of time to complete and transition from educational or
14 training or service programs.

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

17 (1)(a) A landlord may not evict a tenant, refuse to continue a
18 tenancy, or end a periodic tenancy except for the causes enumerated
19 in subsection (2) of this section and as otherwise provided in this
20 subsection.

21 (b) If a landlord and tenant enter into a rental agreement that
22 provides for the tenancy to continue for an indefinite period on a
23 month-to-month or periodic basis after the agreement expires, the
24 landlord may not end the tenancy except for the causes enumerated in
25 subsection (2) of this section; however, a landlord may end such a
26 tenancy at the end of the initial period of the rental agreement
27 without cause only if:

28 (i) At the inception of the tenancy, the landlord and tenant
29 entered into a rental agreement between six and 12 months; and

30 (ii) The landlord has provided the tenant before the end of the
31 initial lease period at least 60 days' advance written notice ending
32 the tenancy, served in a manner consistent with RCW 59.12.040.

33 (c) If a landlord and tenant enter into a rental agreement for a
34 specified period in which the tenancy by the terms of the rental
35 agreement does not continue for an indefinite period on a month-to-
36 month or periodic basis after the end of the specified period, the
37 landlord may end such a tenancy without cause upon expiration of the
38 specified period only if:

1 (i) At the inception of the tenancy, the landlord and tenant
2 entered into a rental agreement of 12 months or more for a specified
3 period, or the landlord and tenant have continuously and without
4 interruption entered into successive rental agreements of six months
5 or more for a specified period since the inception of the tenancy;

6 (ii) The landlord has provided the tenant before the end of the
7 specified period at least 60 days' advance written notice that the
8 tenancy will be deemed expired at the end of such specified period,
9 served in a manner consistent with RCW 59.12.040; and

10 (iii) The tenancy has not been for an indefinite period on a
11 month-to-month or periodic basis at any point since the inception of
12 the tenancy. However, for any tenancy of an indefinite period in
13 existence as of the effective date of this section, if the landlord
14 and tenant enter into a rental agreement between the effective date
15 of this section and three months following the expiration of the
16 governor's proclamation 20-19.6 or any extensions thereof, the
17 landlord may exercise rights under this subsection (1)(c) as if the
18 rental agreement was entered into at the inception of the tenancy
19 provided that the rental agreement is otherwise in accordance with
20 this subsection (1)(c).

21 (d) For all other tenancies of a specified period not covered
22 under (b) or (c) of this subsection, and for tenancies of an
23 indefinite period on a month-to-month or periodic basis, a landlord
24 may not end the tenancy except for the causes enumerated in
25 subsection (2) of this section. Upon the end date of the tenancy of a
26 specified period, the tenancy becomes a month-to-month tenancy.

27 (e) Nothing prohibits a landlord and tenant from entering into
28 subsequent lease agreements that are in compliance with the
29 requirements in subsection (2) of this section.

30 (f) A tenant may end a tenancy for a specified time by providing
31 notice in writing not less than 20 days prior to the ending date of
32 the specified time.

33 (2) The following reasons listed in this subsection constitute
34 cause pursuant to subsection (1) of this section:

35 (a) The tenant continues in possession in person or by subtenant
36 after a default in the payment of rent, and after written notice
37 requiring, in the alternative, the payment of the rent or the
38 surrender of the detained premises has remained uncomplied with for
39 the period set forth in RCW 59.12.030(3) for tenants subject to this

chapter. The written notice may be served at any time after the rent becomes due;

(b) The tenant continues in possession after substantial breach of a material program requirement of subsidized housing, material term subscribed to by the tenant within the lease or rental agreement, or a tenant obligation imposed by law, other than one for monetary damages, and after the landlord has served written notice specifying the acts or omissions constituting the breach and requiring, in the alternative, that the breach be remedied or the rental agreement will end, and the breach has not been adequately remedied by the date specified in the notice, which date must be at least 10 days after service of the notice;

(c) The tenant continues in possession after having received at least three days' advance written notice to quit after he or she commits or permits waste or nuisance upon the premises, unlawful activity that affects the use and enjoyment of the premises, or other substantial or repeated and unreasonable interference with the use and enjoyment of the premises by the landlord or neighbors of the tenant;

(d) The tenant continues in possession after the landlord of a dwelling unit in good faith seeks possession so that the owner or his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available to house the owner or his or her immediate family in the same building, and the owner has provided at least 90 days' advance written notice of the date the tenant's possession is to end. There is a rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice to vacate using this subsection (2)(d) as the cause for the lease ending;

(e) The tenant continues in possession after the owner elects to sell a single-family residence and the landlord has provided at least 90 days' advance written notice of the date the tenant's possession is to end. For the purposes of this subsection (2)(e), an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price by listing it

1 on the real estate multiple listing service. There shall be a
2 rebuttable presumption that the owner did not intend to sell the unit
3 if:

4 (i) Within 30 days after the tenant has vacated, the owner does
5 not list the single-family dwelling unit for sale at a reasonable
6 price with a realty agency or advertise it for sale at a reasonable
7 price by listing it on the real estate multiple listing service; or

8 (ii) Within 90 days after the date the tenant vacated or the date
9 the property was listed for sale, whichever is later, the owner
10 withdraws the rental unit from the market, the landlord rents the
11 unit to someone other than the former tenant, or the landlord
12 otherwise indicates that the owner does not intend to sell the unit;

13 (f) The tenant continues in possession of the premises after the
14 landlord serves the tenant with advance written notice pursuant to
15 RCW 59.18.200(2)(c);

16 (g) The tenant continues in possession after the owner elects to
17 withdraw the premises to pursue a conversion pursuant to RCW
18 64.34.440 or 64.90.655;

19 (h) The tenant continues in possession, after the landlord has
20 provided at least 30 days' advance written notice to vacate that: (i)
21 The premises has been certified or condemned as uninhabitable by a
22 local agency charged with the authority to issue such an order; and
23 (ii) continued habitation of the premises would subject the landlord
24 to civil or criminal penalties. However, if the terms of the local
25 agency's order do not allow the landlord to provide at least 30 days'
26 advance written notice, the landlord must provide as much advance
27 written notice as is possible and still comply with the order;

28 (i) The tenant continues in possession after an owner or lessor,
29 with whom the tenant shares the dwelling unit or access to a common
30 kitchen or bathroom area, has served at least 20 days' advance
31 written notice to vacate prior to the end of the rental term or, if a
32 periodic tenancy, the end of the rental period;

33 (j) The tenant continues in possession of a dwelling unit in
34 transitional housing after having received at least 30 days' advance
35 written notice to vacate in advance of the expiration of the
36 transitional housing program, the tenant has aged out of the
37 transitional housing program, or the tenant has completed an
38 educational or training or service program and is no longer eligible
39 to participate in the transitional housing program. Nothing in this

1 subsection (2)(j) prohibits the ending of a tenancy in transitional
2 housing for any of the other causes specified in this subsection;

3 (k) The tenant continues in possession of a dwelling unit after
4 the expiration of a rental agreement without signing a proposed new
5 rental agreement proffered by the landlord; provided, that the
6 landlord proffered the proposed new rental agreement at least 30 days
7 prior to the expiration of the current rental agreement and that any
8 new terms and conditions of the proposed new rental agreement are
9 reasonable. This subsection (2)(k) does not apply to tenants whose
10 tenancies are or have become periodic;

11 (l) The tenant continues in possession after having received at
12 least 30 days' advance written notice to vacate due to intentional,
13 knowing, and material misrepresentations or omissions made on the
14 tenant's application at the inception of the tenancy that, had these
15 misrepresentations or omissions not been made, would have resulted in
16 the landlord requesting additional information or taking an adverse
17 action;

18 (m) The tenant continues in possession after having received at
19 least 60 days' advance written notice to vacate for other good cause
20 prior to the end of the period or rental agreement and such cause
21 constitutes a legitimate economic or business reason not covered or
22 related to a basis for ending the lease as enumerated under this
23 subsection (2). When the landlord relies on this basis for ending the
24 tenancy, the court may stay any writ of restitution for up to 60
25 additional days for good cause shown, including difficulty procuring
26 alternative housing. The court must condition such a stay upon the
27 tenant's continued payment of rent during the stay period. Upon
28 granting such a stay, the court must award court costs and fees as
29 allowed under this chapter;

30 (n)(i) The tenant continues in possession after having received
31 at least 60 days' written notice to vacate prior to the end of the
32 period or rental agreement and the tenant has committed four or more
33 of the following violations, other than ones for monetary damages,
34 within the preceding 12-month period, the tenant has remedied or
35 cured the violation, and the landlord has provided the tenant a
36 written warning notice at the time of each violation: A substantial
37 breach of a material program requirement of subsidized housing, a
38 substantial breach of a material term subscribed to by the tenant
39 within the lease or rental agreement, or a substantial breach of a
40 tenant obligation imposed by law;

(ii) Each written warning notice must:

- (A) Specify the violation;
- (B) Provide the tenant an opportunity to cure the violation;
- (C) State that the landlord may choose to end the tenancy at the end of the rental term if there are four violations within a 12-month period preceding the end of the term; and
- (D) State that correcting the fourth or subsequent violation is not a defense to the ending of the lease under this subsection;

(iii) The 60-day notice to vacate must:

- (A) State that the rental agreement will end upon the specified ending date for the rental term or upon a designated date not less than 60 days after the delivery of the notice, whichever is later;
- (B) Specify the reason for ending the lease and supporting facts; and
- (C) Be served to the tenant concurrent with or after the fourth or subsequent written warning notice;

(iv) The notice under this subsection must include all notices supporting the basis of ending the lease;

(v) Any notices asserted under this subsection must pertain to four or more separate incidents or occurrences; and

(vi) This subsection (2)(n) does not absolve a landlord from demonstrating by admissible evidence that the four or more violations constituted breaches under (b) of this subsection at the time of the violation had the tenant not remedied or cured the violation;

(o) The tenant continues in possession after having received at least 60 days' advance written notice to vacate prior to the end of the rental period or rental agreement if the tenant is required to register as a sex offender during the tenancy, or failed to disclose a requirement to register as a sex offender when required in the rental application or otherwise known to the property owner at the beginning of the tenancy;

(p) The tenant continues in possession after having received at least 20 days' advance written notice to vacate prior to the end of the rental period or rental agreement if the tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant based on the person's race, gender, or other protected status in violation of any covenant or term in the lease.

(3) When a tenant has permanently vacated due to voluntary or involuntary events, other than by the ending of the tenancy by the

landlord, a landlord must serve a notice to any remaining occupants who had coresided with the tenant at least six months prior to and up to the time the tenant permanently vacated, requiring the occupants to either apply to become a party to the rental agreement or vacate within 30 days of service of such notice. In processing any application from a remaining occupant under this subsection, the landlord may require the occupant to meet the same screening, background, and financial criteria as would any other prospective tenant to continue the tenancy. If the occupant fails to apply within 30 days of receipt of the notice in this subsection, or the application is denied for failure to meet the criteria, the landlord may commence an unlawful detainer action under this chapter. If an occupant becomes a party to the tenancy pursuant to this subsection, a landlord may not end the tenancy except as provided under subsection (2) of this section. This subsection does not apply to tenants residing in subsidized housing.

(4) A landlord who removes a tenant or causes a tenant to be removed from a dwelling in any way in violation of this section is liable to the tenant for wrongful eviction, and the tenant prevailing in such an action is entitled to the greater of their economic and noneconomic damages or three times the monthly rent of the dwelling at issue, and reasonable attorneys' fees and court costs.

(5) Nothing in subsection (2)(d), (e), or (f) of this section permits a landlord to end a tenancy for a specified period before the completion of the term unless the landlord and the tenant mutually consent, in writing, to ending the tenancy early and the tenant is afforded at least 60 days to vacate.

(6) All written notices required under subsection (2) of this section must:

- (a) Be served in a manner consistent with RCW 59.12.040; and
- (b) Identify the facts and circumstances known and available to the landlord at the time of the issuance of the notice that support the cause or causes with enough specificity so as to enable the tenant to respond and prepare a defense to any incidents alleged. The landlord may present additional facts and circumstances regarding the allegations within the notice if such evidence was unknown or unavailable at the time of the issuance of the notice.

Sec. 3. RCW 59.18.200 and 2019 c 339 s 1 and 2019 c 23 s 2 are each reenacted and amended to read as follows:

1 (1)(a) When premises are rented for an indefinite time, with
2 monthly or other periodic rent reserved, such tenancy shall be
3 construed to be a tenancy from month to month, or from period to
4 period on which rent is payable, and shall ~~((be terminated))~~ end by
5 written notice of ~~((twenty))~~ 20 days or more, preceding the end of
6 any of the months or periods of tenancy, given by ~~((either party))~~
7 the tenant to the ~~((other))~~ landlord.

8 (b) Any tenant who is a member of the armed forces, including the
9 national guard and armed forces reserves, or that tenant's spouse or
10 dependent, may ~~((terminate))~~ end a rental agreement with less than
11 ~~((twenty))~~ 20 days' written notice if the tenant receives permanent
12 change of station or deployment orders that do not allow a ~~((twenty))~~
13 20-day written notice.

14 (2)(a) Whenever a landlord plans to change to a policy of
15 excluding children, the landlord shall give a written notice to a
16 tenant at least ~~((ninety))~~ 90 days before ~~((termination of))~~ the
17 tenancy ends to effectuate such change in policy. Such ~~((ninety))~~ 90-
18 day notice shall be in lieu of the notice required by subsection (1)
19 of this section. However, if after giving the ~~((ninety))~~ 90-day
20 notice the change in policy is delayed, the notice requirements of
21 subsection (1) of this section shall apply unless waived by the
22 tenant.

23 (b) Whenever a landlord plans to change any apartment or
24 apartments to a condominium form of ownership, the landlord shall
25 provide a written notice to a tenant at least ~~((one hundred twenty))~~
26 120 days before ~~((termination of))~~ the tenancy ends, in compliance
27 with RCW 64.34.440(1), to effectuate such change. The ~~((one hundred~~
28 ~~twenty-day))~~ 120-day notice is in lieu of the notice required in
29 subsection (1) of this section. However, if after providing the ~~((one~~
30 ~~hundred twenty-day))~~ 120-day notice the change to a condominium form
31 of ownership is delayed, the notice requirements in subsection (1) of
32 this section apply unless waived by the tenant.

33 (c)(i) Whenever a landlord plans to demolish or substantially
34 rehabilitate premises or plans a change of use of premises, the
35 landlord shall provide a written notice to a tenant at least ~~((one~~
36 ~~hundred twenty))~~ 120 days before ~~((termination of))~~ the tenancy ends.
37 This subsection (2)(c)(i) does not apply to jurisdictions that have
38 created a relocation assistance program under RCW 59.18.440 and
39 otherwise provide ~~((one hundred twenty))~~ 120 days' notice.

40 (ii) For purposes of this subsection (2)(c):

1 (A) "Assisted housing development" means a multifamily rental
2 housing development that either receives government assistance and is
3 defined as federally assisted housing in RCW 59.28.020, or that
4 receives other federal, state, or local government assistance and is
5 subject to use restrictions.

6 (B) "Change of use" means: (I) Conversion of any premises from a
7 residential use to a nonresidential use that results in the
8 displacement of an existing tenant; (II) conversion from one type of
9 residential use to another type of residential use that results in
10 the displacement of an existing tenant, such as conversion to a
11 retirement home, emergency shelter, or transient hotel; or (III)
12 conversion following removal of use restrictions from an assisted
13 housing development that results in the displacement of an existing
14 tenant: PROVIDED, That displacement of an existing tenant in order
15 that the owner or a member of the owner's immediate family may occupy
16 the premises does not constitute a change of use.

17 (C) "Demolish" means the destruction of premises or the
18 relocation of premises to another site that results in the
19 displacement of an existing tenant.

20 (D) "Substantially rehabilitate" means extensive structural
21 repair or extensive remodeling of premises that requires a permit
22 such as a building, electrical, plumbing, or mechanical permit, and
23 that results in the displacement of an existing tenant.

24 ~~((3) A person in violation of subsection (2)(c)(i) of this~~
25 ~~section may be held liable in a civil action up to three times the~~
26 ~~monthly rent of the real property at issue. The prevailing party may~~
27 ~~also recover court costs and reasonable attorneys' fees.))~~

28 **Sec. 4.** RCW 59.18.220 and 2019 c 23 s 3 are each amended to read
29 as follows:

30 (1) ~~((In all))~~ Except as limited under section 2 of this act, in
31 cases where premises are rented for a specified time, by express or
32 implied contract, the tenancy shall be deemed ~~((terminated))~~ expired
33 at the end of such specified time upon notice consistent with section
34 2 of this act, served in a manner consistent with RCW 59.12.040.

35 (2) Any tenant who is a member of the armed forces, including the
36 national guard and armed forces reserves, or that tenant's spouse or
37 dependent, may ~~((terminate))~~ end a tenancy for a specified time if
38 the tenant receives permanent change of station or deployment orders.
39 Before ~~((terminating))~~ ending the tenancy, the tenant, or that

1 tenant's spouse or dependent, shall provide written notice of
2 ((~~twenty~~)) 20 days or more to the landlord, which notice shall
3 include a copy of the official military orders or a signed letter
4 from the service member's commanding officer confirming any of the
5 following criteria are met:

6 (a) The service member is required, pursuant to a permanent
7 change of station orders, to move ((~~thirty-five~~)) 35 miles or more
8 from the location of the rental premises;

9 (b) The service member is prematurely or involuntarily discharged
10 or released from active duty;

11 (c) The service member is released from active duty after having
12 leased the rental premises while on active duty status and the rental
13 premises is ((~~thirty-five~~)) 35 miles or more from the service
14 member's home of record prior to entering active duty;

15 (d) After entering into a rental agreement, the commanding
16 officer directs the service member to move into government provided
17 housing;

18 (e) The service member receives temporary duty orders, temporary
19 change of station orders, or active duty orders to an area ((~~thirty-~~
20 ~~five~~)) 35 miles or more from the location of the rental premises,
21 provided such orders are for a period not less than ((~~ninety~~)) 90
22 days; or

23 (f) The service member has leased the property, but prior to
24 taking possession of the rental premises, receives change of station
25 orders to an area that is ((~~thirty-five~~)) 35 miles or more from the
26 location of the rental premises.

27 **Sec. 5.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are
28 each reenacted and amended to read as follows:

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

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

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

38 (a) Agrees to waive or to forgo rights or remedies under this
39 chapter; or

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

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

5 (d) Agrees to the exculpation or limitation of any liability of
6 the landlord arising under law or to indemnify the landlord for that
7 liability or the costs connected therewith; or

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

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

16 (3) A provision prohibited by subsection (2) of this section
17 included in a rental agreement is unenforceable. If a landlord
18 (~~((deliberately))~~) knowingly uses a rental agreement containing
19 provisions known by him or her to be prohibited, the tenant may
20 recover actual damages sustained by him or her, statutory damages not
21 to exceed (~~((five hundred dollars))~~) two times the monthly rent charged
22 for the unit, costs of suit, and reasonable attorneys' fees.

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

38 In any action, including actions pursuant to chapters 7.64 or
39 12.28 RCW, brought by a tenant or other person to recover possession
40 of his or her personal property taken or detained by a landlord in

1 violation of this section, the court, upon motion and after notice to
2 the opposing parties, may waive or reduce any bond requirements where
3 it appears to be to the satisfaction of the court that the moving
4 party is proceeding in good faith and has, prima facie, a meritorious
5 claim for immediate delivery or redelivery of said property.

6 **Sec. 6.** RCW 59.12.030 and 2019 c 356 s 2 are each amended to
7 read as follows:

8 ((A)) Except as limited under section 2 of this act relating to
9 tenancies under chapter 59.18 RCW, a tenant of real property for a
10 term less than life is liable for unlawful detainer either:

11 (1) When he or she holds over or continues in possession, in
12 person or by subtenant, of the property or any part thereof after the
13 expiration of the term for which it is let to him or her. When real
14 property is leased for a specified term or period by express or
15 implied contract, whether written or oral, the tenancy shall ~~((be~~
16 ~~terminated))~~ end without notice at the expiration of the specified
17 term or period;

18 (2) When he or she, having leased property for an indefinite time
19 with monthly or other periodic rent reserved, continues in possession
20 thereof, in person or by subtenant, after the end of any such month
21 or period, when the landlord, more than ~~((twenty))~~ 20 days prior to
22 the end of such month or period, has served notice (in manner in RCW
23 59.12.040 provided) requiring him or her to quit the premises at the
24 expiration of such month or period;

25 (3) When he or she continues in possession in person or by
26 subtenant after a default in the payment of rent, and after notice in
27 writing requiring in the alternative the payment of the rent or the
28 surrender of the detained premises, served (in manner in RCW
29 59.12.040 provided) on behalf of the person entitled to the rent upon
30 the person owing it, has remained uncomplied with for the period of
31 three days after service, or for the period of ~~((fourteen))~~ 14 days
32 after service for tenancies under chapter 59.18 RCW. The notice may
33 be served at any time after the rent becomes due. For the purposes of
34 this subsection and as applied to tenancies under chapter 59.18 RCW,
35 "rent" has the same meaning as defined in RCW 59.18.030;

36 (4) When he or she continues in possession in person or by
37 subtenant after a neglect or failure to keep or perform any condition
38 or covenant of the lease or agreement under which the property is
39 held, including any covenant not to assign or sublet, other than one

1 for the payment of rent, and after notice in writing requiring in the
2 alternative the performance of such condition or covenant or the
3 surrender of the property, served (in manner in RCW 59.12.040
4 provided) upon him or her, and if there is a subtenant in actual
5 possession of the premises, also upon such subtenant, shall remain
6 uncomplied with for ~~((ten))~~ 10 days after service thereof. Within
7 ~~((ten))~~ 10 days after the service of such notice the tenant, or any
8 subtenant in actual occupation of the premises, or any mortgagee of
9 the term, or other person interested in its continuance, may perform
10 such condition or covenant and thereby save the lease from such
11 forfeiture. For the purposes of this subsection and as applied to
12 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
13 defined in RCW 59.18.030;

14 (5) When he or she commits or permits waste upon the demised
15 premises, or when he or she sets up or carries on thereon any
16 unlawful business, or when he or she erects, suffers, permits, or
17 maintains on or about the premises any nuisance, and remains in
18 possession after the service (in manner in RCW 59.12.040 provided)
19 upon him or her of three days' notice to quit;

20 (6) A person who, without the permission of the owner and without
21 having color of title thereto, enters upon land of another and who
22 fails or refuses to remove therefrom after three days' notice, in
23 writing and served upon him or her in the manner provided in RCW
24 59.12.040. Such person may also be subject to the criminal provisions
25 of chapter 9A.52 RCW; or

26 (7) When he or she commits or permits any gang-related activity
27 at the premises as prohibited by RCW 59.18.130.

28 NEW SECTION. **Sec. 7.** This act is necessary for the immediate
29 preservation of the public peace, health, or safety, or support of
30 the state government and its existing public institutions, and takes
31 effect immediately.

Passed by the House April 13, 2021.
Passed by the Senate April 8, 2021.
Approved by the Governor May 10, 2021.
Filed in Office of Secretary of State May 10, 2021.

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