

Effect:

- Clarifies which types of UD actions are permissible after expiration of the eviction moratorium
- Clarifies definition of any other public health emergency as applied to the bill
- Excludes occupants of homeless mitigation sites from the definition of "tenant" and clarifies that the provision of waste/hygiene services to unsanctioned encampments is not permission to occupy
- Expands use of landlord mitigation program to reimburse claims for unpaid rent up to \$5K from any prior months due to early termination of tenancy by tenant
- Clarifies that repayment plans only apply when the amount of rent owed is no more than six months to be paid in monthly payments of one-sixth the amount of rent owed
- Authorizes repayment plans to include unpaid rent accrued before March 1, 2020, but only if a UD action for nonpayment of rent was not filed before that date
- Conditions commencement of right to legal representation on earlier of October 1, 2021 or when OCLA certifies sufficient capacity exists for legal representation to be implemented
- Suspends duty to appoint counsel if appropriated amounts are insufficient to maintain full legal representation, with resumption of legal representation occurring when OCLA certifies that sufficient funding is available
- Updates the 14-day pay or vacate notice with information regarding DRC services
- Clarifies which rental assistance programs to which Commerce must provide a landlord the opportunity to apply, if feasible
- Requires AOC to contract with DRCs to establish a 2-year eviction resolution pilot program in accordance with the current Supreme Court order and any standing judicial order to facilitate resolution of nonpayment of rent cases
- Provides that unlawful detainer actions are presumptively of limited dissemination, with exceptions

1 AN ACT Relating to addressing landlord-tenant relations by
2 providing certain tenant protections during and after public health
3 emergencies, 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 state rental
6 assistance programs; amending RCW 43.31.615, 59.18.057, 59.18.365,
7 36.18.020, 59.12.040, 59.18.410, 59.20.040, and 59.18.367; reenacting
8 and amending RCW 43.31.605, 36.18.012, and 59.18.230; adding new
9 sections to chapter 59.18 RCW; adding a new section to chapter 2.53
10 RCW; adding a new section to chapter 43.185C RCW; creating new
11 sections; repealing RCW 59.18.080, 59.18.375, and 59.20.310;
12 prescribing penalties; providing an expiration date; and declaring an
13 emergency.

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

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

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

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

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

24 The definitions in this section apply throughout sections 3, 4,
25 and 7 of this act unless the context clearly requires otherwise.

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

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

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

37 (4) (a) "Public health emergency" refers to the governor of the
38 state of Washington's proclamation 20-05, proclaiming a state of
39 emergency for all counties throughout Washington state on February

1 29, 2020, and any subsequent orders extending or amending such
2 proclamation due to COVID-19 until the proclamation expires or is
3 terminated by the governor of the state of Washington.

4 (b) "Public health emergency" also refers to any emergency need
5 for health care services to respond to a catastrophic disaster, a
6 significant outbreak of an infectious disease, a bioterrorist attack
7 or other catastrophic event, and the governor of the state of
8 Washington has restricted the free and uninhibited movement of
9 persons in the state, including any mandatory reduction in business
10 service capacity or hours of operation resulting in a loss of
11 employment or significantly reduced work hours for employees.

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

13 (6) "Reprisal or retaliatory action" has the same meaning as
14 defined in RCW 59.18.240.

15 (7) "Tenant" refers to any individual renting a dwelling unit or
16 lot primarily for living purposes, including any individual with a
17 tenancy subject to this chapter or chapter 59.20 RCW or any
18 individual residing in transient lodging, such as a hotel or motel or
19 camping area as their primary dwelling, for more than 14 days.
20 "Tenant" does not include occupants of homeless mitigation sites or a
21 person entering onto land without permission of the landowner or
22 lessor. For purposes of this subsection, any local government
23 provision of solid waste or hygiene services to unsanctioned
24 encampments does not constitute permission to occupy land.

25

TENANT PROTECTIONS

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

28 (1)(a) Until two years after expiration of any public health
29 emergency, a landlord may not terminate a tenancy or refuse to renew
30 a rental agreement pursuant to RCW 59.12.030 (1) or (2),
31 59.18.200(1)(a), or 59.18.220(1) unless:

32 (i) The landlord intends to sell the rental dwelling unit or the
33 property on which the rental dwelling sits or intends to occupy the
34 rental dwelling unit as their primary residence; or

35 (ii) The landlord and tenant reside in the same dwelling unit.

36 (b) When the landlord seeks to terminate a tenancy or refuse to
37 renew a rental agreement as allowed under (a)(i) of this subsection,

1 the landlord must provide at least 60 days' notice to the tenant in
2 the form of an affidavit signed under penalty of perjury.

3 (c) Nothing in this subsection (1) precludes or prohibits a
4 landlord from filing an unlawful detainer action as otherwise
5 authorized under RCW 59.12.030 including, but not limited to, an
6 action for: Neglect or failure to keep or perform any condition or
7 covenant of the lease; permitting waste, carrying on unlawful
8 business on the premises, or permitting or maintaining any nuisance;
9 or failure to pay rent subject to the requirements of this act.

10 (2) If a tenant has any unpaid rent that accrued between March 1,
11 2020, and the governor's eviction moratorium expiration date, and
12 except as provided in subsection (1) of this section, there is a
13 rebuttable presumption that any notice issued to a tenant under RCW
14 59.12.030 (1) or (2), 59.18.200, or 59.18.220 constitutes a reprisal
15 or retaliatory action. A landlord may not take any adverse action
16 against a tenant who raises the tenant's rights under this section.

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

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

24 (1) A tenant's right to possession of a dwelling unit used
25 primarily for residential purposes cannot be conditioned on
26 satisfaction of any rent that accrued between March 1, 2020, and the
27 governor's eviction moratorium expiration date.

28 (2) A tenant who has been adversely impacted during any public
29 health emergency may elect to terminate their tenancy upon a 20-day
30 written notice, which includes a statement that the tenant is
31 terminating their tenancy due to COVID-19. Any tenant who elects to
32 terminate their tenancy under this subsection must not be assessed
33 any penalty, early termination fee, or any other amount for the
34 failure to continue their tenancy for a predetermined amount of time.
35 Any deposit paid by the tenant must not be deemed forfeited by the
36 tenant's election to terminate the tenant's tenancy under this
37 subsection. However, if unpaid rent from prior months during the
38 tenancy is still owed after the tenant elects to terminate their
39 tenancy as authorized under this subsection, the landlord may apply

1 deposit funds to the outstanding rent amount or any other charges
2 consistent with RCW 59.18.280 or apply for reimbursement under the
3 landlord mitigation program as authorized under RCW 43.31.605(1)(d).

4 (3) For rent that accrued between March 1, 2020, and the
5 governor's eviction moratorium expiration date, a tenant's nonpayment
6 of rent must not be a factor in any housing decision affecting a
7 tenant's right or ability to occupy a rental dwelling unit. A
8 tenant's early termination of a prior lease in accordance with
9 subsection (2) of this section may not be a factor in any housing
10 decision affecting the tenant's right or ability to occupy a rental
11 dwelling unit. This subsection applies equally to tenants and
12 prospective tenants.

13 (4) A landlord may not charge or impose any late fees or other
14 charges against any tenant for the nonpayment of rent that became due
15 during any public health emergency.

16 (5)(a) A landlord may not deny, discourage application for, or
17 otherwise make unavailable any rental dwelling unit based on a
18 tenant's or prospective tenant's medical history including, but not
19 limited to, the tenant's or prospective tenant's prior or current
20 exposure or infection to the COVID-19 virus.

21 (b) A landlord may not inquire about, consider, or require
22 disclosure of a tenant's or prospective tenant's medical records or
23 history, unless such disclosure is necessary to evaluate a reasonable
24 accommodation request or reasonable modification request under RCW
25 49.60.222.

26 (c) A violation of this subsection (5) constitutes a violation of
27 chapter 49.60 RCW.

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

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

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

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

5 (i) Up to one thousand dollars for improvements identified in RCW
6 59.18.255(1)(a). In order to be eligible for reimbursement under this
7 subsection (1)(b)(i), the landlord must pay for the first five
8 hundred dollars for improvements, and rent to the tenant whose
9 housing subsidy program was conditioned on the real property passing
10 inspection. Reimbursement under this subsection (1)(b)(i) may also
11 include up to fourteen days of lost rental income from the date of
12 offer of housing to the applicant whose housing subsidy program was
13 conditioned on the real property passing inspection until move in by
14 that applicant;

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

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

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

23 (c) Claims related to landlord mitigation for an unpaid judgment
24 for rent, unpaid judgments resulting from the tenant's failure to
25 comply with an installment payment agreement identified in RCW
26 59.18.610, late fees, attorneys' fees, and costs after a court order
27 pursuant to RCW 59.18.410(3), including any unpaid portion of the
28 judgment after the tenant defaults on the payment plan pursuant to
29 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord
30 mitigation program account and are exempt from any postjudgment
31 interest required under RCW 4.56.110. Any claim for reimbursement
32 made pursuant to RCW 59.18.410(3) ~~((e))~~ (d)(ii) must be accompanied
33 by a court order staying the writ of restitution pursuant to RCW
34 59.18.410(3). Any claim for reimbursement under this subsection
35 (1)(c) is not an entitlement.

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

39 (ii) The form must include: (A) Space for the landlord and tenant
40 to provide names, mailing addresses, phone numbers, date of birth for

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

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

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

32 (v) With any disbursement from the account to the landlord, the
33 department shall notify the tenant at the address provided within the
34 application that a disbursement has been made to the landlord on the
35 tenant's behalf and that failure to reimburse the account for the
36 payment through the court registry may result in a denial of a future
37 application to the account pursuant to this subsection (1)(c). The
38 department may include any other additional information about how to
39 reimburse the account it deems necessary to fully inform the tenant.

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

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

14 (d) Claims related to landlord mitigation for unpaid rent that
15 accrued in any prior months before a tenant terminated their tenancy
16 as authorized under section 4(2) of this act are eligible for
17 reimbursement from the landlord mitigation program account subject to
18 the program requirements under this section.

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

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

27 (b) Make repairs and then apply for reimbursement to the
28 department;

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

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

37 (3) The department shall make reasonable efforts to review a
38 claim within ten business days from the date it received properly
39 submitted and complete claims to the satisfaction of the department.
40 In reviewing a claim pursuant to subsection (1)(b) of this section,

1 and determining eligibility for reimbursement, the department must
2 receive documentation, acceptable to the department in its sole
3 discretion, that the claim involves a private market rental unit
4 rented to a low-income tenant who is using a housing subsidy program.

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

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

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

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

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

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

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

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

1 landlord mitigation program, subject to the limitations set forth in
2 this section.

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

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

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

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

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

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

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

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

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

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

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

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

4 (14) As used in this section:

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

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

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

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

22 (1) The landlord mitigation program account is created in the
23 custody of the state treasury. All transfers and appropriations by
24 the legislature, repayments, private contributions, and all other
25 sources must be deposited into the account. Expenditures from the
26 account may only be used for the landlord mitigation program under
27 this chapter to reimburse landlords for eligible claims related to
28 private market rental units during the time of their rental to low-
29 income tenants using housing subsidy programs as defined in RCW
30 43.31.605, for any unpaid judgment issued within an unlawful detainer
31 action after a court order pursuant to RCW 59.18.410(3) as described
32 in RCW 43.31.605(1)(c), for any unpaid rent that accrued in any prior
33 months before a tenant terminated their tenancy as authorized under
34 section 4(2) of this act, and for the administrative costs identified
35 in subsection (2) of this section. Only the director or the
36 director's designee may authorize expenditures from the account. The
37 account is subject to allotment procedures under chapter 43.88 RCW,
38 but an appropriation is not required for expenditures.

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

7 **REPAYMENT PLANS**

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

10 (1)(a)(i) Before taking any collection action to seek any
11 remaining unpaid rent that accrued either between March 1, 2020, and
12 the governor's eviction moratorium expiration date or during the
13 public health emergency as defined in section 2(4)(a) of this act,
14 and if the total amount of unpaid rent is equal to no more than six
15 months of rent due, a landlord must first offer the tenant a
16 repayment plan consisting of a repayment schedule equal to or greater
17 than payment of the outstanding rent debt in monthly payments of at
18 least one-sixth of the outstanding debt owed.

19 (ii) A repayment plan under (a)(i) of this subsection may also
20 incorporate any unpaid rent before March 1, 2020, but only if an
21 unlawful detainer action for nonpayment of rent as authorized under
22 RCW 59.12.030(3) was not filed with the court before March 1, 2020.

23 (b) For purposes of this section, "collection action" means any
24 attempts to collect, or threats to collect, through a collection
25 agency, by filing an unlawful detainer or other judicial action,
26 withholding any portion of a security deposit, billing or invoicing,
27 reporting to credit bureaus, reporting to tenant screening companies,
28 or by any other means.

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

30 (a) Not require payment until 60 days after the repayment plan is
31 offered to the tenant;

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

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

37 (d) Not include provisions or be conditioned on: The tenant's
38 compliance with the rental agreement, payment of attorneys' fees,

1 court costs, or other costs related to litigation if the tenant
2 defaults on the rental agreement; a requirement that the tenant apply
3 for governmental benefits or provide proof of receipt of governmental
4 benefits; or the tenant's waiver of any rights to a notice under RCW
5 59.12.030 or related provisions before a writ of restitution is
6 issued.

7 (3) (a) If a tenant knowingly refuses the offer of a repayment
8 plan, fails to respond to the offer of a repayment plan, or defaults
9 on any rent owed under a repayment plan entered into under this
10 section, the landlord may proceed with an unlawful detainer action
11 pursuant to RCW 59.12.030(3) but subject to any requirements under
12 the eviction resolution pilot program established under section 8 of
13 this act.

14 (b) It is a defense to an eviction under RCW 59.12.030 that a
15 landlord did not offer a repayment plan under this section. This
16 defense is not available if a landlord demonstrates by a
17 preponderance of the evidence to a court that the tenant was offered,
18 and knowingly refused or failed to respond to or comply with, a
19 repayment plan in conformity with this section.

20 **EVICTION RESOLUTION PILOT PROGRAM**

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

23 (1) The administrative office of the courts shall contract with
24 dispute resolution centers as described under chapter 7.75 RCW within
25 or serving each county to establish a court-based eviction resolution
26 pilot program operated in accordance with Washington supreme court
27 order no. 25700-B-639 and any standing judicial order of the
28 individual superior court.

29 (2) The eviction resolution pilot program must be used to
30 facilitate the resolution of nonpayment of rent cases between a
31 landlord and tenant before the landlord files an unlawful detainer
32 action.

33 (3) Prior to filing an unlawful detainer action for nonpayment of
34 rent, the landlord must provide a notice as required under RCW
35 59.12.030(3) and an additional notice to the tenant informing them of
36 the eviction resolution pilot program. The landlord must retain proof
37 of service or mailing of the additional notice. The additional notice

1 to the tenant must provide at least the following information
2 regarding the eviction resolution pilot program:

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

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

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

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

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

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

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

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

25 (5) The administrative office of the courts must establish
26 program participation requirements for both the landlord and tenant
27 consistent with any standing judicial order in effect. A landlord
28 must be issued a certification of participation by the appropriate
29 dispute resolution center before the landlord may file an unlawful
30 detainer action for nonpayment of rent with the court.

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

34 (7) This section expires July 1, 2023.

35

RIGHT TO COUNSEL

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

1 (1) By October 1, 2021, or the date that the office of civil
2 legal aid certifies to the presiding judge of the judicial district
3 that sufficient attorney capacity has been contracted to represent
4 indigent tenants in the respective district consistent with the
5 requirements of this section, whichever is earlier, the court must
6 appoint an attorney for an indigent tenant at any show cause hearing
7 or scheduled trial. The office of civil legal aid is responsible for
8 implementation of this subsection as provided in section 10 of this
9 act. Subject to the availability of amounts appropriated for this
10 specific purpose, the state shall pay the costs of legal services
11 provided by an attorney appointed pursuant to this subsection. If
12 appropriated amounts are insufficient to underwrite or maintain full
13 state responsibility to pay for appointed attorney services required
14 under this subsection, the court's duty to appoint attorneys under
15 this subsection is suspended, and the court is not required to
16 appoint attorneys at the court or county's expense. The duty to
17 appoint attorneys to represent indigent tenants resumes upon
18 certification from the office of civil legal aid that sufficient
19 funding has been appropriated to pay for the costs of legal services
20 provided by an appointed attorney.

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

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

30 (b) Receiving an annual income, after taxes, of 200 percent or
31 less of the current federally established poverty level; or

32 (c) Unable to pay the anticipated cost of counsel for the matter
33 before the court because his or her available funds are insufficient
34 to pay any amount for the retention of counsel.

35 NEW SECTION. **Sec. 10.** A new section is added to chapter 2.53
36 RCW to read as follows:

37 (1) Money appropriated by the legislature for legal services
38 provided by an attorney appointed pursuant to section 9 of this act
39 must be administered by the office of civil legal aid established

1 under RCW 2.53.020. The office of civil legal aid must enter into
2 contracts with attorneys and agencies for the provision of legal
3 services under section 9 of this act to remain within appropriated
4 amounts.

5 (2) The legislature recognizes that the office of civil legal aid
6 needs time to properly implement the right to attorney legal
7 representation for indigent tenants under section 9 of this act.
8 Within 90 days after the effective date of this section, the office
9 of civil legal aid must submit to the appropriate legislative
10 committees a plan to fully implement the tenant representation
11 program under section 9 of this act within 12 months of the effective
12 date of this section.

13 **Sec. 11.** RCW 59.18.057 and 2020 c 315 s 2 are each amended to
14 read as follows:

15 (1) Every (~~fourteen-day~~) 14-day notice served pursuant to RCW
16 59.12.030(3) must be in substantially the following form:

17 "TO:

18 AND TO:

19 ADDRESS:

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

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

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

26 **AND/OR**

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

28 **AND/OR**

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

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

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

35 You must pay the total amount due to your landlord within
36 fourteen (14) days after service of this notice or you must vacate
37 the premises. Any payment you make to the landlord must first be

1 applied to the total amount due as shown on this notice. Any failure
2 to comply with this notice within fourteen (14) days after service of
3 this notice may result in a judicial proceeding that leads to your
4 eviction from the premises.

5 **The Washington state Office of the Attorney General has this**
6 **notice in multiple languages as well as information on available**
7 **resources to help you pay your rent, including state and local rental**
8 **assistance programs, on its website at www.atg.wa.gov/landlord-**
9 **tenant. ((You will also find information there on how to find a**
10 **lawyer or advocate at low or no cost and any available resources to**
11 **help you pay your rent.**

12 ~~Alternatively, for no-cost legal assistance for low-income~~
13 ~~renters)) State law provides you the right to legal representation~~
14 ~~and to an appointed lawyer at court if you are a qualifying low-~~
15 ~~income renter. For additional resources, call 2-1-1 or the Northwest~~
16 ~~Justice Project CLEAR Hotline outside King County (888) 201-1014~~
17 ~~weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for~~
18 ~~seniors (age 60 and over). You may find additional information to~~
19 ~~help you at http://www.washingtonlawhelp.org. Free or low-cost~~
20 ~~mediation services to assist in nonpayment of rent disputes before~~
21 ~~any judicial proceedings occur are also available at dispute~~
22 ~~resolution centers throughout the state. You can find your nearest~~
23 ~~dispute resolution center at https://www.resolutionwa.org.~~

24 State law also provides you the right to receive interpreter
25 services at court.
26

27 OWNER/LANDLORD: _____ DATE: _____

28
29 WHERE TOTAL AMOUNT DUE IS TO BE PAID: _____ (owner/landlord name) _____
30 _____ (address) _____"

31 (2) Upon expiration of the eviction resolution pilot program
32 established under section 8 of this act:

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

1 Plaintiff/) NO.
2 Landlord/ |
3 Owner, |
4)

5
6
7
8 vs. EVICTION SUMMONS
9 (Residential)
10 Defendant/
11 Tenant/
12 Occupant.

13 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

14 YOUR **WRITTEN**

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

16 TO: (Defendant's Name)

17 (Defendant's Address)

18 **GET HELP: If you do not respond by the deadline above, you will**
19 **lose your right to defend yourself or be represented by a lawyer if**
20 **you cannot afford one in court and could be evicted.** (~~If you cannot~~
21 ~~afford a lawyer~~) The court will appoint a lawyer to represent you if
22 you are indigent as defined in section 9 of this act and are unable
23 to afford a lawyer. For additional resources, you may call 2-1-1 or
24 the Northwest Justice Project CLEAR Hotline outside King County (888)
25 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111
26 for seniors (age 60 and over). (~~They can refer you to free or low-~~
27 ~~cost legal help.~~) You may find additional information to help you at
28 http://www.washingtonlawhelp.org. Free or low-cost mediation services
29 to assist in nonpayment of rent disputes before any judicial
30 proceedings occur are also available at dispute resolution centers
31 throughout the state. You can find your nearest dispute resolution
32 center at <https://www.resolutionwa.org>.

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

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

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

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

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

14 (Attorney/Landlord Name)

15 (Address)

16 (Fax - required if available)

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

24 **LANDLORD ACCESS TO RENTAL ASSISTANCE PROGRAMS**

25 NEW SECTION. **Sec. 13.** A new section is added to chapter 43.185C
26 RCW to read as follows:

27 The department must authorize landlords an opportunity to apply
28 to the following programs, if feasible, and establish application and
29 eligibility requirements and any conditions on the receipt of funds
30 as the department deems appropriate:

31 (1) Rental assistance provided through the consolidated homeless
32 grant program;

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

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

37 **OTHER TENANT PROTECTIONS**

1 **Sec. 14.** RCW 36.18.012 and 2009 c 479 s 20 and 2009 c 417 s 1
2 are each reenacted and amended to read as follows:

3 (1) Revenue collected under this section is subject to division
4 with the state.

5 (2) The party filing a transcript or abstract of judgment or
6 verdict from a United States court held in this state, or from the
7 superior court of another county or from a district court in the
8 county of issuance, shall pay at the time of filing a fee of twenty
9 dollars.

10 (3) The clerk shall collect a fee of twenty dollars for: Filing a
11 document not related to or a part of a proceeding, civil or criminal,
12 or a probate matter, required or permitted to be filed in the clerk's
13 office for which no other charge is provided by law.

14 ~~(4) ((If the defendant serves or files an answer to an unlawful~~
15 ~~detainer complaint under chapter 59.18 or 59.20 RCW, the plaintiff~~
16 ~~shall pay before proceeding with the unlawful detainer action one~~
17 ~~hundred twelve dollars.~~

18 ~~(5))~~ Any party filing a counterclaim, cross-claim, or third-
19 party claim in an unlawful detainer action under chapter 59.18 or
20 59.20 RCW shall pay the equivalent to the total filing fee of an
21 unlawful detainer action pursuant to RCW 36.18.020(~~(, including the~~
22 ~~fee for an unlawful detainer answer pursuant to subsection (4) of~~
23 ~~this section))~~).

24 ~~((6))~~ (5) For a restrictive covenant for filing a petition to
25 strike discriminatory provisions in real estate under RCW 49.60.227 a
26 fee of twenty dollars must be charged.

27 ~~((7))~~ (6) A fee of twenty dollars must be charged for filing a
28 will only, when no probate of the will is contemplated.

29 ~~((8))~~ (7) A fee of twenty dollars must be charged for filing a
30 petition, written agreement, or written memorandum in a nonjudicial
31 probate dispute under RCW 11.96A.220, if it is filed within an
32 existing case in the same court.

33 ~~((9))~~ (8) A fee of thirty-five dollars must be charged for
34 filing a petition regarding a common law lien under RCW 60.70.060.

35 ~~((10))~~ (9) For the filing of a tax warrant for unpaid taxes or
36 overpayment of benefits by any agency of the state of Washington, a
37 fee of five dollars on or after July 22, 2001, and for the filing of
38 such a tax warrant or overpayment of benefits on or after July 1,
39 2003, a fee of twenty dollars, of which forty-six percent of the
40 first five dollars is directed to the state general fund.

1 **Sec. 15.** RCW 36.18.020 and 2018 c 269 s 17 are each amended to
2 read as follows:

3 (1) Revenue collected under this section is subject to division
4 with the state under RCW 36.18.025 and with the county or regional
5 law library fund under RCW 27.24.070, except as provided in
6 subsection (5) of this section.

7 (2) Clerks of superior courts shall collect the following fees
8 for their official services:

9 (a) In addition to any other fee required by law, the party
10 filing the first or initial document in any civil action(~~(r)~~)
11 including, but not limited to an action for restitution, adoption, or
12 change of name, and any party filing a counterclaim, cross-claim, or
13 third-party claim in any such civil action, shall pay, at the time
14 the document is filed, a fee of (~~two hundred dollars~~) \$200
15 except(~~(r in an unlawful detainer action under chapter 59.18 or 59.20~~
16 ~~RCW for which the plaintiff shall pay a case initiating filing fee of~~
17 ~~forty-five dollars, or)~~) in proceedings filed under RCW 28A.225.030
18 alleging a violation of the compulsory attendance laws where the
19 petitioner shall not pay a filing fee. (~~The forty-five dollar filing~~
20 ~~fee under this subsection for an unlawful detainer action shall not~~
21 ~~include an order to show cause or any other order or judgment except~~
22 ~~a default order or default judgment in an unlawful detainer action.)~~)

23 (b) Any party, except a defendant in a criminal case, filing the
24 first or initial document on an appeal from a court of limited
25 jurisdiction or any party on any civil appeal, shall pay, when the
26 document is filed, a fee of (~~two hundred dollars~~) \$200.

27 (c) For filing of a petition for judicial review as required
28 under RCW 34.05.514 a filing fee of (~~two hundred dollars~~) \$200.

29 (d) For filing of a petition for unlawful harassment under RCW
30 10.14.040 a filing fee of (~~fifty-three dollars~~) \$53.

31 (e) For filing the notice of debt due for the compensation of a
32 crime victim under RCW 7.68.120(2)(a) a fee of (~~two hundred~~
33 ~~dollars~~) \$200.

34 (f) In probate proceedings, the party instituting such
35 proceedings, shall pay at the time of filing the first document
36 therein, a fee of (~~two hundred dollars~~) \$200.

37 (g) For filing any petition to contest a will admitted to probate
38 or a petition to admit a will which has been rejected, or a petition
39 objecting to a written agreement or memorandum as provided in RCW

1 11.96A.220, there shall be paid a fee of (~~two hundred dollars~~)
2 \$200.

3 (h) Upon conviction or plea of guilty, upon failure to prosecute
4 an appeal from a court of limited jurisdiction as provided by law, or
5 upon affirmance of a conviction by a court of limited jurisdiction,
6 an adult defendant in a criminal case shall be liable for a fee of
7 (~~two hundred dollars~~) \$200, except this fee shall not be imposed on
8 a defendant who is indigent as defined in RCW 10.101.010(3) (a)
9 through (c).

10 (i) With the exception of demands for jury hereafter made and
11 garnishments hereafter issued, civil actions and probate proceedings
12 filed prior to midnight, July 1, 1972, shall be completed and
13 governed by the fee schedule in effect as of January 1, 1972.
14 However, no fee shall be assessed if an order of dismissal on the
15 clerk's record be filed as provided by rule of the supreme court.

16 (3) No fee shall be collected when a petition for relinquishment
17 of parental rights is filed pursuant to RCW 26.33.080 or for forms
18 and instructional brochures provided under RCW 26.50.030.

19 (4) No fee shall be collected when an abstract of judgment is
20 filed by the county clerk of another county for the purposes of
21 collection of legal financial obligations.

22 (5)(a) Until July 1, 2021, in addition to the fees required to be
23 collected under this section, clerks of the superior courts must
24 collect surcharges as provided in this subsection (5) of which
25 (~~seventy-five~~) 75 percent must be remitted to the state treasurer
26 for deposit in the judicial stabilization trust account and (~~twenty-~~
27 ~~five~~) 25 percent must be retained by the county.

28 (b) On filing fees required to be collected under subsection
29 (2)(b) of this section, a surcharge of (~~thirty dollars~~) \$30 must be
30 collected.

31 (c) On all filing fees required to be collected under this
32 section, except for fees required under subsection (2)(b), (d), and
33 (h) of this section, a surcharge of (~~forty dollars~~) \$40 must be
34 collected.

35 **Sec. 16.** RCW 59.12.040 and 2010 c 8 s 19007 are each amended to
36 read as follows:

37 Any notice provided for in this chapter shall be served either
38 (1) by delivering a copy personally to the person entitled thereto;
39 or (2) if he or she be absent from the premises unlawfully held, by

1 leaving there a copy, with some person of suitable age and
2 discretion, and sending a copy through the mail addressed to the
3 person entitled thereto at his or her place of residence; or (3) if
4 the person to be notified be a tenant, or an unlawful holder of
5 premises, and his or her place of residence is not known, or if a
6 person of suitable age and discretion there cannot be found then by
7 affixing a copy of the notice in a conspicuous place on the premises
8 unlawfully held, and also delivering a copy to a person there
9 residing, if such a person can be found, and also sending a copy
10 through the mail addressed to the tenant, or unlawful occupant, at
11 the place where the premises unlawfully held are situated. Service
12 upon a subtenant may be made in the same manner: PROVIDED, That in
13 cases where the tenant or unlawful occupant, shall be conducting a
14 hotel, inn, lodging house, boarding house, or shall be renting rooms
15 while still retaining control of the premises as a whole, that the
16 guests, lodgers, boarders, or persons renting such rooms shall not be
17 considered as subtenants within the meaning of this chapter, but all
18 such persons may be served by affixing a copy of the notice to be
19 served in two conspicuous places upon the premises unlawfully held;
20 and such persons shall not be necessary parties defendant in an
21 action to recover possession of said premises. Service of any notice
22 provided for in this chapter may be had upon a corporation by
23 delivering a copy thereof to any officer, agent, or person having
24 charge of the business of such corporation, at the premises
25 unlawfully held, and in case no such officer, agent, or person can be
26 found upon such premises, then service may be had by affixing a copy
27 of such notice in a conspicuous place upon said premises and by
28 sending a copy through the mail addressed to such corporation at the
29 place where said premises are situated. Proof of any service under
30 this section may be made by the affidavit of the person making the
31 same in like manner and with like effect as the proof of service of
32 summons in civil actions. When a copy of notice is sent through the
33 mail, as provided in this section, service shall be deemed complete
34 when such copy is deposited in the United States mail in the county
35 in which the property is situated properly addressed with postage
36 prepaid: PROVIDED, HOWEVER, That when service is made by mail one
37 additional day shall be allowed before the commencement of an action
38 based upon such notice. (~~(RCW 59.18.375 may also apply to notice~~
39 ~~given under this chapter.)~~)

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

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

9 (b) Any agreement, whether oral or written, between a landlord
10 and tenant, or their representatives, and entered into pursuant to an
11 unlawful detainer action under this chapter that requires the tenant
12 to pay any amount in violation of RCW 59.18.283 or the statutory
13 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any
14 rights of the tenant under RCW 59.18.410 or any other rights afforded
15 under this chapter except as provided in RCW 59.18.360 is void and
16 unenforceable. A landlord may not threaten a tenant with eviction for
17 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

19 (a) Agrees to waive or to forgo rights or remedies under this
20 chapter; or

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

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

25 (d) Agrees to the exculpation or limitation of any liability of
26 the landlord arising under law or to indemnify the landlord for that
27 liability or the costs connected therewith; or

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

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

36 (3) A provision prohibited by subsection (2) of this section
37 included in a rental agreement is unenforceable. If a landlord
38 deliberately uses a rental agreement containing provisions known by
39 him or her to be prohibited, the tenant may recover actual damages
40 sustained by him or her, statutory damages not to exceed (~~five~~

1 ~~hundred dollars~~) \$500, costs of suit, and reasonable attorneys'
2 fees.

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

18 In any action, including actions pursuant to chapters 7.64 or
19 12.28 RCW, brought by a tenant or other person to recover possession
20 of his or her personal property taken or detained by a landlord in
21 violation of this section, the court, upon motion and after notice to
22 the opposing parties, may waive or reduce any bond requirements where
23 it appears to be to the satisfaction of the court that the moving
24 party is proceeding in good faith and has, prima facie, a meritorious
25 claim for immediate delivery or redelivery of said property.

26 **Sec. 18.** RCW 59.18.410 and 2020 c 315 s 5 are each amended to
27 read as follows:

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

1 is based on default in the payment of rent, find the amount of any
2 rent due, and the judgment shall be rendered against the tenant
3 liable for the forcible entry, forcible detainer, or unlawful
4 detainer for the amount of damages thus assessed, for the rent, if
5 any, found due, and late fees if such fees are due under the lease
6 and do not exceed (~~seventy-five dollars~~) \$75 in total. The court
7 may award statutory costs. The court may also award reasonable
8 attorneys' fees as provided in RCW 59.18.290.

9 (2) When the tenant is liable for unlawful detainer after a
10 default in the payment of rent, execution upon the judgment shall not
11 occur until the expiration of five court days after the entry of the
12 judgment. Before entry of a judgment or until five court days have
13 expired after entry of the judgment, the tenant or any subtenant, or
14 any mortgagee of the term, or other party interested in the
15 continuance of the tenancy, may pay into court or to the landlord the
16 amount of the rent due, any court costs incurred at the time of
17 payment, late fees if such fees are due under the lease and do not
18 exceed (~~seventy-five dollars~~) \$75 in total, and attorneys' fees if
19 awarded, in which event any judgment entered shall be satisfied and
20 the tenant restored to his or her tenancy. If the tenant seeks to
21 restore his or her tenancy after entry of a judgment, the tenant may
22 tender the amount stated within the judgment as long as that amount
23 does not exceed the amount authorized under subsection (1) of this
24 section. If a tenant seeks to restore his or her tenancy and pay the
25 amount set forth in this subsection with funds acquired through an
26 emergency rental assistance program provided by a governmental or
27 nonprofit entity, the tenant shall provide a copy of the pledge of
28 emergency rental assistance provided from the appropriate
29 governmental or nonprofit entity and have an opportunity to exercise
30 such rights under this subsection, which may include a stay of
31 judgment and provision by the landlord of documentation necessary for
32 processing the assistance. The landlord shall accept any pledge of
33 emergency rental assistance funds provided to the tenant from a
34 governmental or nonprofit entity before the expiration of any pay or
35 vacate notice for nonpayment of rent for the full amount of the rent
36 owing under the rental agreement. The landlord shall accept any
37 written pledge of emergency rental assistance funds provided to the
38 tenant from a governmental or nonprofit entity after the expiration
39 of the pay or vacate notice if the pledge will contribute to the
40 total payment of both the amount of rent due, including any current

1 rent, and other amounts if required under this subsection. The
2 landlord shall suspend any court action for seven court days after
3 providing necessary payment information to the nonprofit or
4 governmental entity to allow for payment of the emergency rental
5 assistance funds. By accepting such pledge of emergency rental
6 assistance, the landlord is not required to enter into any additional
7 conditions not related to the provision of necessary payment
8 information and documentation. If a judgment has been satisfied, the
9 landlord shall file a satisfaction of judgment with the court. A
10 tenant seeking to exercise rights under this subsection shall pay an
11 additional (~~(fifty dollars)~~) \$50 for each time the tenant was
12 reinstated after judgment pursuant to this subsection within the
13 previous (~~(twelve)~~) 12 months prior to payment. If payment of the
14 amount specified in this subsection is not made within five court
15 days after the entry of the judgment, the judgment may be enforced
16 for its full amount and for the possession of the premises.

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

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

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

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

32 (iv) The tenant's payment history;

33 (v) Whether the tenant is otherwise in substantial compliance
34 with the rental agreement;

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

36 (vii) Conduct related to other notices served within the last six
37 months.

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

1 hear the matter at the time of the show cause hearing or as
2 expeditiously as possible so as to avoid unnecessary delay or
3 hardship on the parties.

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

5 (i) The court shall not stay the writ of restitution more than
6 (~~ninety~~) 90 days from the date of order, but may order repayment of
7 the judgment balance within such time. If the payment plan is to
8 exceed (~~thirty~~) 30 days, the total cumulative payments for each
9 (~~thirty-day~~) 30-day period following the order shall be no less
10 than one month of the tenant's share of the rent, and the total
11 amount of the judgment and all additional rent that is due shall be
12 paid within (~~ninety~~) 90 days.

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

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

38 (A) If the tenant has satisfied (c)(ii) of this subsection by
39 paying one month's rent within five court days, but defaults on a
40 subsequent payment required by the court pursuant to this subsection

1 (3)(c), the landlord may enforce the writ of restitution after
2 serving a notice of default in accordance with RCW 59.12.040
3 informing the tenant that he or she has defaulted on rent due under
4 the lease agreement or payment plan entered by the court. Upon
5 service of the notice of default, the tenant shall have three
6 calendar days from the date of service to vacate the premises before
7 the sheriff may execute the writ of restitution.

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

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

14 NAME(S)

15 ADDRESS

16 CITY, STATE, ZIP

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

20 DATE

21 AMOUNT

22 DATE

23 AMOUNT

24 DATE

25 AMOUNT

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

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

34 DATE

35 SIGNATURE

36 LANDLORD/AGENT

37 NAME

38 ADDRESS

1 PHONE

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

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

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

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

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

38 (iii) If the department of commerce fails to disburse payment to
39 the landlord for the judgment pursuant to this subsection (3)(~~(e))~~
40 (d) within (~~(thirty))~~ 30 days from submission of the application, the

1 landlord may renew an application for a writ of restitution pursuant
2 to RCW 59.18.370 and for other rent owed by the tenant since the time
3 of entry of the prior judgment. In such event, the tenant may
4 exercise rights afforded under this section.

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

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

13 (4) If a tenant seeks to stay a writ of restitution issued
14 pursuant to this chapter, the court may issue ~~((an ex parte))~~ a stay
15 of the writ of restitution, including ex parte, provided the tenant
16 or tenant's attorney submits a declaration indicating good faith
17 efforts were made to notify the other party or, if no efforts were
18 made, why notice could not be provided prior to the application for
19 an ex parte stay, and describing the immediate or irreparable harm
20 that may result if an immediate stay is not granted. The court shall
21 require service of the order and motion to stay the writ of
22 restitution, along with any accompanying motions, by personal
23 delivery, mail, facsimile, or other means most likely to afford all
24 parties notice of the court date.

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

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

31 **Sec. 19.** RCW 59.20.040 and 1999 c 359 s 3 are each amended to
32 read as follows:

33 This chapter shall regulate and determine legal rights, remedies,
34 and obligations arising from any rental agreement between a landlord
35 and a tenant regarding a mobile home lot and including specified
36 amenities within the mobile home park, mobile home park cooperative,
37 or mobile home park subdivision, where the tenant has no ownership
38 interest in the property or in the association which owns the
39 property, whose uses are referred to as a part of the rent structure

1 paid by the tenant. All such rental agreements shall be unenforceable
2 to the extent of any conflict with any provision of this chapter.
3 Chapter 59.12 RCW shall be applicable only in implementation of the
4 provisions of this chapter and not as an alternative remedy to this
5 chapter which shall be exclusive where applicable: PROVIDED, That the
6 provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply
7 to any rental agreement included under the provisions of this
8 chapter. RCW 59.18.055 (~~and 59.18.370~~), section 9 of this act,
9 59.18.365, 59.18.367, 59.18.370, and 59.18.380 through 59.18.410
10 shall be applicable to any action of forcible entry or detainer or
11 unlawful detainer arising from a tenancy under the provisions of this
12 chapter, except when a mobile home, manufactured home, or park model
13 or a tenancy in a mobile home lot is abandoned. Rentals of mobile
14 homes, manufactured homes, or park models themselves are governed by
15 the residential landlord-tenant act, chapter 59.18 RCW.

16 **Sec. 20.** RCW 59.18.367 and 2016 c 66 s 3 are each amended to
17 read as follows:

18 (1) (~~A court may order an unlawful detainer action to be of~~
19 ~~limited dissemination for one or more persons if: (a) The court finds~~
20 ~~that the plaintiff's case was sufficiently without basis in fact or~~
21 ~~law; (b))~~) An unlawful detainer action for a dwelling used as a
22 primary residence filed under this chapter or chapter 59.12 or 59.20
23 RCW is presumptively of limited dissemination as provided in this
24 section.

25 (2) Upon a motion by the landlord after a final judgment, a court
26 may grant an order permitting dissemination of an unlawful detainer
27 action record only if both a writ of restitution is granted and a
28 final order or judgment is entered in favor of the landlord; however,
29 a court may not grant an order permitting dissemination if either (a)
30 the tenancy was reinstated under RCW 59.18.410 or other law; or ((e)
31 ether)) (b) good cause exists for ((limiting)) prohibiting
32 dissemination ((of the unlawful detainer action)). A court may not
33 award attorneys' fees or costs for a motion to grant an order
34 permitting dissemination.

35 (~~(2))~~) (3) An order (~~to limit~~) permitting dissemination of an
36 unlawful detainer action must be in writing.

37 (~~(3) When an order for limited dissemination of an unlawful~~
38 ~~detainer action has been entered with respect to a person)) (4) If a~~

39 court grants an order permitting dissemination of an unlawful

1 detainer action record, upon motion by the tenant, the court must
2 prohibit the dissemination of the record if the tenant has satisfied
3 the monetary judgment or debt associated with the unlawful detainer
4 action or there is other good cause.

5 (5) Unless a court has granted an order permitting dissemination
6 of an unlawful detainer action record, a tenant screening service
7 provider must not: (a) Disclose both the existence of and any
8 monetary amounts associated with that unlawful detainer action in a
9 tenant screening report pertaining to the person for whom
10 dissemination has been limited, or (b) use the unlawful detainer
11 action as a factor in determining any score or recommendation to be
12 included in a tenant screening report pertaining to the person for
13 whom dissemination has been limited.

14 NEW SECTION. Sec. 21. This act does not apply to assisted
15 living facilities licensed under chapter 18.20 RCW or to continuing
16 care retirement communities registered under chapter 18.390 RCW.

17 NEW SECTION. Sec. 22. The following acts or parts of acts are
18 each repealed:

19 (1) RCW 59.18.080 (Payment of rent condition to exercising
20 remedies—Exceptions) and 2010 c 8 s 19019 & 1973 1st ex.s. c 207 s 8;

21 (2) RCW 59.18.375 (Forcible entry or detainer or unlawful
22 detainer actions—Payment of rent into court registry—Writ of
23 restitution—Notice) and 2008 c 75 s 2, 2006 c 51 s 2, & 1983 c 264 s
24 13; and

25 (3) RCW 59.20.310 (Unlawful detainer action—Limited
26 dissemination) and 2019 c 390 s 18 & 2019 c 342 s 9.

27 NEW SECTION. Sec. 23. Sections 2 through 4, 7, and 8 of this
28 act supersede any other provisions within chapter 59.18 or 59.12 RCW,
29 or chapter 59.20 RCW as applicable, that conflict with sections 2
30 through 4, 7, and 8 of this act.

31 NEW SECTION. Sec. 24. This act is necessary for the immediate
32 preservation of the public peace, health, or safety, or support of
33 the state government and its existing public institutions, and takes
34 effect immediately.

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