



5160-S2.E AMH HHSV BROD 111

By Representative Peterson

E2SSB 5160 - H COMM AMD

By Committee on Housing, Human Services & Veterans

1 On page 2, beginning on line 28, after "proclamation" strike all
2 material through "2020" on line 30 and insert "20-19.6, proclaiming
3 a moratorium on certain evictions for all counties throughout
4 Washington state on March 18, 2021"

5
6 On page 2, line 35, after "(4)" insert "Prospective landlord"
7 has the same meaning as defined in RCW 59.18.030.

8 (5)"

9
10 Renumber the remaining subsections consecutively and correct
11 any internal references accordingly.

12
13 On page 3, beginning on line 27, after "(1)" strike all
14 material through "emergency" on line 34 and insert "A landlord may
15 not charge or impose any late fees or other charges against any
16 tenant for the nonpayment of rent that became due between March 1,
17 2020, and six months following the expiration of the eviction
18 moratorium.

19 (2) For rent that accrued between March 1, 2020, and the six
20 months following the expiration of the eviction moratorium expiration
21 date:

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

23 (i) A tenant's nonpayment of rent that accrued between March 1,
24 2020, and the six months following the expiration of the eviction
25 moratorium; or

26

27

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

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

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9 On page 3, line 35, after "landlord" insert "or prospective
10 landlord"

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12 On page 4, line 3, after "landlord" insert "or prospective
13 landlord"

14
15 On page 4, beginning on line 8, strike all of subsection (c)

16
17 On page 4, line 10, after "landlord" insert "or prospective
18 landlord"

19
20 On page 4, line 19, after "and" strike "the end of the public
21 health emergency" and insert "six months following the expiration of
22 the eviction moratorium or the end of the public health emergency,
23 whichever is greater"

24
25 On page 5, after line 18, insert the following:

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

30
31 On page 7, beginning on line 39, after "(d)" strike all material
32 through "section" on page 8, line 5 and insert "(i) Claims related to
33 landlord mitigation for:

1 (A) Up to \$15,000 in unpaid rent that accrued between March 1,
2 2020, and six months following the expiration of the eviction
3 moratorium and the tenant being low-income, limited resourced or
4 experiencing hardship, voluntarily vacated or abandoned the tenancy;
5 or

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

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

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

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

20 (B) Pursuing collection, or authorizing another entity to pursue
21 collection on the landlord's behalf, of a judgment against the tenant
22 for damages or any remaining unpaid rent accrued between March 1,
23 2020, and six months following the expiration of the eviction
24 moratorium attributable to the same tenancy"

25

26 On page 8, line 32, after "(1)(b)" strike "and (d)"

27
28 On page 9, beginning on line 17, after "damages" strike "or any
29 remaining unpaid rent"

30
31 On page 9, line 21, after "damages" strike "or any remaining
32 unpaid rent"

33
34 On page 11, after line 32, insert the following:

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

6
7 On page 11, line 36, after "(1)" strike "The" and insert "Subject
8 to the availability of amounts appropriated for this specific purpose,
9 the"

10
11 On page 12, beginning on line 33, after "to" strike all material
12 through "(b)" on line 36.

13
14 On page 12, beginning on line 38, after "(5)" strike all material
15 through "court" on page 13, line 3 and insert "A landlord must secure
16 a certification of participation with the eviction resolution program
17 by the appropriate dispute resolution center before an unlawful
18 detainer action for nonpayment of rent may be heard by the court"

19
20 On page 13, beginning on line 33, after "tenant" strike all
21 material through "aid" on page 14, line 2 and insert "in an unlawful
22 detainer proceeding under chapters 59.12, 59.18, and 59.20 RCW. The
23 office of civil legal aid is responsible for implementation of this
24 subsection as provided in section 9 of this act, and the state shall
25 pay the costs of legal services provided by an attorney appointed
26 pursuant to this subsection. In implementing this section, the office
27 of civil legal aid shall assign priority to providing legal
28 representation to indigent tenants in those counties in which the most
29 evictions occur and to indigent tenants who are disproportionately at
30 risk of eviction"

31
32 On page 15, beginning on line 32, after "and" strike all material
33 through "renter" on line 33 and insert "the court may be able to
34 appoint a lawyer to represent you without cost to you if you are a

1 qualifying low-income renter. If you believe you are a qualifying low-
2 income renter and would like an attorney appointed to represent you,
3 please contact the Eviction Defense Screening Line at 855-657-8387 or
4 apply online at <https://nwjustice.org/apply-online>"

5
6 On page 18, beginning on line 2, after "court" strike all material
7 through "lawyer" on line 4 and insert "may be able to appoint a lawyer
8 to represent you without cost to you if you are low-income and are
9 unable to afford a lawyer. If you believe you are a qualifying low-
10 income renter and would like an attorney appointed to represent you,
11 please contact the Eviction Defense Screening Line at 855-657-8387 or
12 apply online at <https://nwjustice.org/apply-online>"

13
14 On page 22, after line 34, insert the following:

15
16 "**Sec. 16.** RCW 59.18.410 and 2020 c 315 s 5 are each amended to
17 read as follows:

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

1 such fees are due under the lease and do not exceed seventy-five
2 dollars in total. The court may award statutory costs. The court may
3 also award reasonable attorneys' fees as provided in RCW 59.18.290.

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

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

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

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

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

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

33 (iv) The tenant's payment history;

34

1 (v) Whether the tenant is otherwise in substantial compliance
2 with the rental agreement;

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

4 (vii) Conduct related to other notices served within the last
5 six months.

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

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

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

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

30 (iii) The sheriff may serve the writ of restitution upon the
31 tenant before the expiration of the five court days of issuance of
32 the order; however, the sheriff shall not execute the writ of
33 restitution until after expiration of the five court days in order
34 for payment to be made of one month's rent as required by (c)(ii) of

1 this subsection. In the event payment is made as provided in (c)(ii)
2 of this subsection for one month's rent, the court shall stay the
3 writ of restitution ex parte without prior notice to the landlord
4 upon the tenant filing and presenting a motion to stay with a
5 declaration of proof of payment demonstrating full compliance with
6 the required payment of one month's rent. Any order staying the writ
7 of restitution under this subsection (3)(c)(iii) shall require the
8 tenant to serve a copy of the order on the landlord by personal
9 delivery, first-class mail, facsimile, or email if agreed to by the
10 parties.

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

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

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

27

28 NAME(S)

29

30 ADDRESS

31

32 CITY, STATE, ZIP

33

34 THIS IS NOTICE THAT YOU ARE IN DEFAULT OF YOUR RENT AND/OR

35

36 PAYMENT PLAN ORDERED BY THE COURT. YOUR LANDLORD HAS RECEIVED

37

38 THE FOLLOWING PAYMENTS:

39

40 DATE

1 AMOUNT
2 DATE
3 AMOUNT
4 DATE
5 AMOUNT

6 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE
7 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL
8 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT
9 AND/OR PAYMENT PLAN IN THE AMOUNT OF \$.
10 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL
11 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY
12 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT
13 YOU ARE RENTING.

14 DATE
15 SIGNATURE
16 LANDLORD/AGENT
17 NAME
18 ADDRESS
19 PHONE
20

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

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

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

33 (e)(i) In any application seeking relief pursuant to this
34 subsection (3) by either the tenant or landlord, the court shall

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

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

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

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

34

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

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

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

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

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

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

29 (6) This section also applies if the writ of restitution is
30 issued pursuant to a final judgment entered after a show cause
31 hearing conducted in accordance with RCW 59.18.380."
32

33 Renumber the remaining sections consecutively and correct any
34 internal references accordingly. Correct the title.

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

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

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

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

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

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

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

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

--- END ---