
SENATE BILL 5160

State of Washington**67th Legislature****2021 Regular Session****By** Senators Kuderer and Lias

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 and authorizing landlord access to state rental assistance programs;
5 amending RCW 59.18.057, 59.18.365, 36.18.020, 59.12.040, 59.18.410,
6 and 59.20.040; reenacting and amending RCW 59.18.230; adding new
7 sections to chapter 59.18 RCW; adding a new section to chapter 2.53
8 RCW; adding a new section to chapter 43.185C RCW; creating new
9 sections; repealing RCW 59.18.367, 59.18.375, and 59.20.310;
10 prescribing penalties; and declaring an emergency.

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

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

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

11 Therefore, it is the intent of the legislature with this act to
12 expand upon and preserve some of these protections for tenants within
13 the governor's eviction moratorium, provide legal representation for
14 qualifying tenants in eviction cases, and ensure tenants and
15 landlords have adequate opportunities to access state and local
16 rental assistance programs to both reimburse landlords for unpaid
17 rent and preserve tenancies.

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

20 The definitions in this section apply throughout sections 3
21 through 5 of this act unless the context clearly requires otherwise.

22 (1) "Dwelling unit" has the same meaning as defined in RCW
23 59.18.030, and includes a manufactured/mobile home or a mobile home
24 lot as defined in RCW 59.20.030.

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

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

33 (4) "Public health emergency" refers to the governor of the state
34 of Washington's proclamation 20-05, proclaiming a state of emergency
35 for all counties throughout Washington state on February 29, 2020,
36 and any subsequent orders extending or amending such proclamation due
37 to COVID-19 until the proclamation expires or is terminated by the
38 governor of the state of Washington. "Public health emergency" also

1 refers to any proclamation declaring a state of emergency for all
2 counties in Washington state.

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

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

6 (7) "Tenant" refers to any individual renting a dwelling unit or
7 lot primarily for living purposes, including any individual with a
8 tenancy subject to chapter 59.18 or 59.20 RCW or any individual
9 residing in transient lodging, such as a hotel or motel or camping
10 area as their primary dwelling, for more than 14 days. "Tenant" does
11 not include a person entering onto land without permission of the
12 landowner or lessor.

13 **TENANT PROTECTIONS**

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

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

20 (i) The landlord intends to sell the rental dwelling unit or the
21 property on which the rental dwelling sits or intends to occupy the
22 rental dwelling unit as their primary residence; or

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

24 (b) When the landlord seeks to terminate a tenancy or refuse to
25 renew a rental agreement as allowed under (a)(i) of this subsection,
26 the landlord must provide at least 60 days' notice to the tenant in
27 the form of an affidavit signed under penalty of perjury.

28 (2) If a tenant has any unpaid rent that accrued between March 1,
29 2020, and the governor's eviction moratorium expiration date, and
30 except as provided in subsection (1) of this section, there is a
31 rebuttable presumption that any notice issued to a tenant under RCW
32 59.12.030 (1) or (2), 59.18.200, or 59.18.220 constitutes a reprisal
33 or retaliatory action. A landlord may not take any adverse action
34 against a tenant who raises the tenant's rights under this section.

35 (3) A landlord in violation of this section is liable in a civil
36 action for up to four and one-half times the monthly rent of the real
37 property at issue, as well as court costs and reasonable attorneys'

1 fees. A court must impose this penalty in an amount necessary to
2 deter future violations, payable to the tenant bringing the action.

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

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

9 (2) A tenant who has been adversely impacted during any public
10 health emergency may elect to terminate their tenancy upon a 20-day
11 written notice, which includes a statement that the tenant is
12 terminating their tenancy due to COVID-19. Any tenant who elects to
13 terminate their tenancy under this subsection must not be assessed
14 any penalty, early termination fee, or any other amount for the
15 failure to continue their tenancy for a predetermined amount of time.
16 Any deposit paid by the tenant must not be deemed forfeited by the
17 tenant's election to terminate the tenant's tenancy under this
18 subsection. However, if rent is still owed after the tenant elects to
19 terminate their tenancy as authorized under this subsection, the
20 landlord may apply deposit funds to the outstanding rent amount or
21 any other charges consistent with RCW 59.18.280.

22 (3) For rent that accrued between March 1, 2020, and the
23 governor's eviction moratorium expiration date, a tenant's nonpayment
24 of rent must not be a factor in any housing decision affecting a
25 tenant's right or ability to occupy a rental dwelling unit. A
26 tenant's early termination of a prior lease in accordance with
27 subsection (2) of this section may not be a factor in any housing
28 decision affecting the tenant's right or ability to occupy a rental
29 dwelling unit. This subsection applies equally to tenants and
30 prospective tenants.

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

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

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

6 (c) A violation of this subsection (5) constitutes a violation of
7 chapter 49.60 RCW.

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

13 **REPAYMENT PLANS**

14 NEW SECTION. **Sec. 5.** A new section is added to chapter 59.18
15 RCW to read as follows:

16 (1)(a) Before taking any collection action to seek any remaining
17 unpaid rent that accrued either between March 1, 2020, and the
18 governor's eviction moratorium expiration date or during any public
19 health emergency, a landlord must first offer the tenant a repayment
20 plan that considers and is based on the individual financial, health,
21 or other circumstances of the tenant's household and whether a tenant
22 is able to meet their other necessary life-sustaining financial
23 obligations after the requirements of a repayment plan, including
24 payments for food, utilities, work-related expenses, child support,
25 medical care, child care, or other similar necessities.

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

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

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

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

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

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

12 (3)(a) If a tenant knowingly refuses the offer of a repayment
13 plan, fails to respond to the offer of a repayment plan, or defaults
14 on any rent owed under a repayment plan entered under this section,
15 the landlord may proceed with an unlawful detainer action pursuant to
16 RCW 59.12.030(3) and subject to any prefiling conciliation and formal
17 mediation requirements if the unlawful detainer action would be filed
18 in a county superior court operating an eviction resolution program
19 in accordance with order no. 25700-B-639 of the Washington supreme
20 court and any standing order of the superior court.

21 (b) It is a defense to an eviction under RCW 59.12.030 that a
22 landlord did not offer a repayment plan under this section. This
23 defense is not available if a landlord demonstrates by a
24 preponderance of the evidence to a court that the tenant was offered,
25 and knowingly refused or failed to respond to or comply with, a
26 repayment plan in conformity with this section.

27 **RIGHT TO COUNSEL**

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

30 (1) The court must appoint an attorney for an indigent tenant at
31 any show cause hearing or scheduled trial. Subject to the
32 availability of amounts appropriated for this specific purpose, the
33 state shall pay the costs of legal services provided by an attorney
34 appointed pursuant to this subsection. The office of civil legal aid
35 is responsible for implementation of this subsection as provided in
36 section 7 of this act.

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

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

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

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

13 NEW SECTION. **Sec. 7.** A new section is added to chapter 2.53 RCW
14 to read as follows:

15 (1) Money appropriated by the legislature for legal services
16 provided by an attorney appointed pursuant to section 6 of this
17 act must be administered by the office of civil legal aid established
18 under RCW 2.53.020. The office of civil legal aid must enter into
19 contracts with attorneys and agencies for the provision of legal
20 services under section 6 of this act to remain within appropriated
21 amounts.

22 (2) The legislature recognizes that the office of civil legal aid
23 needs time to properly implement the right to attorney legal
24 representation for indigent tenants under section 6 of this act.
25 Within 90 days after the effective date of this section, the office
26 of civil legal aid must submit to the appropriate legislative
27 committees and the administrative office of the courts a plan to
28 fully implement the tenant representation program under section 6 of
29 this act within 12 months of the effective date of this section.

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

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

34 "TO:

35 AND TO:

36 ADDRESS:

FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES

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

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

AND/OR

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

AND/OR

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

TOTAL AMOUNT DUE: \$ (dollar amount)

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

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

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

~~Alternatively, for no-cost legal assistance for low-income renters))~~ **State law provides you the right to legal representation and to an appointed lawyer at court if you are a qualifying low-income renter. For additional resources, call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional information to help you at <http://www.washingtonlawhelp.org>.**

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

1 OWNER/LANDLORD: _____ DATE: _____

2
3 **WHERE TOTAL AMOUNT DUE IS TO BE PAID: ___ (owner/landlord name) ___**
4 **_____ (address) _____"**

5 (2) (a) The landlord must also provide the notice required in this
6 section to the dispute resolution center located within or serving
7 the county in which the dwelling unit is located. It is a defense to
8 an eviction under RCW 59.12.030 that a landlord did not provide
9 additional notice under this subsection.

10 (b) Dispute resolution centers are encouraged to notify the
11 housing justice project or northwest justice project located within
12 or serving the county in which the dispute resolution center is
13 located, as appropriate, once notice is received by the landlord
14 under this subsection.

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

18 **Sec. 9.** RCW 59.18.365 and 2020 c 315 s 4 are each amended to
19 read as follows:

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

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

32 (a) By delivering a copy of the answer or notice of appearance to
33 the person who signed the summons at the street address listed on the
34 summons;

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

4 (c) By facsimile to the facsimile number listed on the summons.
5 Service by facsimile is complete upon successful transmission to the
6 facsimile number listed upon the summons;

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

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

10 IN THE SUPERIOR COURT OF THE
11 STATE OF WASHINGTON
12 IN AND
13 FOR COUNTY

14 Plaintiff/ } NO.
15 Landlord/ }
16 Owner, }
17 }

18
19
20
21 vs. EVICTION SUMMONS
22 (Residential)
23 Defendant/
24 Tenant/
25 Occupant.

26 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

27 YOUR **WRITTEN**

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

29 TO: (Defendant's Name)

30 (Defendant's Address)

31 **GET HELP: If you do not respond by the deadline above, you will**
32 **lose your right to defend yourself or be represented by a lawyer if**
33 **you cannot afford one in court and could be evicted.** ((If you cannot
34 afford a lawyer)) The court will appoint a lawyer to represent you if
35 you are indigent as defined in section 6 of this act and are unable
36 to afford a lawyer. For additional resources, you may call 2-1-1 or
37 the Northwest Justice Project CLEAR Hotline outside King County (888)

1 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111
2 for seniors (age 60 and over). (~~They can refer you to free or low-~~
3 ~~cost legal help.~~) You may find additional information to help you at
4 <http://www.washingtonlawhelp.org>.

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

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

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

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

- 23 (Attorney/Landlord Name)
- 24 (Address)
- 25 (Fax - required if available)

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

33 **LANDLORD ACCESS TO RENTAL ASSISTANCE PROGRAMS**

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

36 The department must authorize landlords access to any statewide
37 rental assistance program administered by the department, if
38 feasible, and establish application and eligibility requirements and

1 any conditions on the receipt of funds as the department deems
2 appropriate by rule.

3 **OTHER TENANT PROTECTIONS**

4 **Sec. 11.** RCW 36.18.020 and 2018 c 269 s 17 are each amended to
5 read as follows:

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

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

12 (a) In addition to any other fee required by law, the party
13 filing the first or initial document in any civil action(~~(7)~~)
14 including, but not limited to an action for restitution, adoption, or
15 change of name, and any party filing a counterclaim, cross-claim, or
16 third-party claim in any such civil action, shall pay, at the time
17 the document is filed, a fee of (~~two hundred dollars~~) \$200
18 except(~~(7 in an unlawful detainer action under chapter 59.18 or 59.20~~
19 ~~RCW for which the plaintiff shall pay a case initiating filing fee of~~
20 ~~forty five dollars, or~~) in proceedings filed under RCW 28A.225.030
21 alleging a violation of the compulsory attendance laws where the
22 petitioner shall not pay a filing fee. (~~The forty five dollar filing~~
23 ~~fee under this subsection for an unlawful detainer action shall not~~
24 ~~include an order to show cause or any other order or judgment except~~
25 ~~a default order or default judgment in an unlawful detainer action.~~)

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

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

32 (d) For filing of a petition for unlawful harassment under RCW
33 10.14.040 a filing fee of (~~fifty three dollars~~) \$53.

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

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

4 (g) For filing any petition to contest a will admitted to probate
5 or a petition to admit a will which has been rejected, or a petition
6 objecting to a written agreement or memorandum as provided in RCW
7 11.96A.220, there shall be paid a fee of (~~two hundred dollars~~)
8 \$200.

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

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

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

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

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

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

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

1 **Sec. 12.** RCW 59.12.040 and 2010 c 8 s 19007 are each amended to
2 read as follows:

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

1 prepaid: PROVIDED, HOWEVER, That when service is made by mail one
2 additional day shall be allowed before the commencement of an action
3 based upon such notice. (~~RCW 59.18.375 may also apply to notice~~
4 ~~given under this chapter.~~)

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

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

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

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

23 (a) Agrees to waive or to forgo rights or remedies under this
24 chapter; or

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

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

29 (d) Agrees to the exculpation or limitation of any liability of
30 the landlord arising under law or to indemnify the landlord for that
31 liability or the costs connected therewith; or

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

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

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

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

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

31 **Sec. 14.** RCW 59.18.410 and 2020 c 315 s 5 are each amended to
32 read as follows:

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

1 the lease, agreement, or tenancy. The jury, or the court, if the
2 proceedings are tried without a jury, shall also assess the damages
3 arising out of the tenancy occasioned to the landlord by any forcible
4 entry, or by any forcible or unlawful detainer, alleged in the
5 complaint and proved at trial, and, if the alleged unlawful detainer
6 is based on default in the payment of rent, find the amount of any
7 rent due, and the judgment shall be rendered against the tenant
8 liable for the forcible entry, forcible detainer, or unlawful
9 detainer for the amount of damages thus assessed, for the rent, if
10 any, found due, and late fees if such fees are due under the lease
11 and do not exceed (~~seventy-five dollars~~) \$75 in total. The court
12 may award statutory costs. The court may also award reasonable
13 attorneys' fees as provided in RCW 59.18.290.

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

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

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

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

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

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

37 (iv) The tenant's payment history;

38 (v) Whether the tenant is otherwise in substantial compliance
39 with the rental agreement;

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

1 (vii) Conduct related to other notices served within the last six
2 months.

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

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

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

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

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

1 delivery, first-class mail, facsimile, or email if agreed to by the
2 parties.

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

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

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

19 NAME(S)
20 ADDRESS
21 CITY, STATE, ZIP

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

25 DATE
26 AMOUNT
27 DATE
28 AMOUNT
29 DATE
30 AMOUNT

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

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

1 DATE
2 SIGNATURE
3 LANDLORD/AGENT
4 NAME
5 ADDRESS
6 PHONE

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

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

15 (d) (~~(A tenant who has been served with three or more notices to~~
16 ~~pay or vacate for failure to pay rent as set forth in RCW 59.12.040~~
17 ~~within twelve months prior to the notice to pay or vacate upon which~~
18 ~~the proceeding is based may not seek relief under this subsection~~
19 ~~(3).~~

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

30 (ii) After a finding that the tenant is low-income, limited
31 resourced, or experiencing hardship, the court may issue an order:
32 (A) Finding that the landlord is eligible to receive on behalf of the
33 tenant and may apply for reimbursement from the landlord mitigation
34 program; and (B) directing the clerk to remit, without further order
35 of the court, any future payments made by the tenant in order to
36 reimburse the department of commerce pursuant to RCW
37 43.31.605(1)(c)(iii). In accordance with RCW 43.31.605(1)(c), such an
38 order must be accompanied by a copy of the order staying the writ of
39 restitution. Nothing in this subsection (3)(~~(e))~~ (d) shall be

1 deemed to obligate the department of commerce to provide assistance
2 in claim reimbursement through the landlord mitigation program if
3 there are not sufficient funds.

4 (iii) If the department of commerce fails to disburse payment to
5 the landlord for the judgment pursuant to this subsection (3) ~~((e))~~
6 (d) within ~~((thirty))~~ 30 days from submission of the application, the
7 landlord may renew an application for a writ of restitution pursuant
8 to RCW 59.18.370 and for other rent owed by the tenant since the time
9 of entry of the prior judgment. In such event, the tenant may
10 exercise rights afforded under this section.

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

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

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

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

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

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

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

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

25 (1) Except as provided under subsection (2) of this section, the
26 court must allow access to unlawful detainer case records filed under
27 this chapter only as follows:

28 (a) To a party to the action, including a party's attorney;

29 (b) To a person who provides the court with the names of at least
30 one plaintiff and one defendant and the address of the premises,
31 including the apartment or unit number, if any;

32 (c) To a resident of the premises who provides the court with the
33 name of one of the parties or the case number and shows proof of
34 residency;

35 (d) To a person by order of the court, which may be granted ex
36 parte, on a showing of good cause.

37 (2) A court must automatically and permanently seal any unlawful
38 detainer action unless, within 60 days after the complaint is filed,
39 the landlord prevails at the show cause hearing or trial or any

1 default or default judgment for the landlord is not vacated or set
2 aside.

3 (3) This section does not prohibit the court from issuing an
4 order that prohibits access to the court record in an unlawful
5 detainer action filed under this chapter if stipulated by the parties
6 to the action.

7 NEW SECTION. **Sec. 17.** The following acts or parts of acts are
8 each repealed:

9 (1) RCW 59.18.367 (Unlawful detainer action—Limited dissemination
10 authorized, when) and 2016 c 66 s 3;

11 (2) RCW 59.18.375 (Forcible entry or detainer or unlawful
12 detainer actions—Payment of rent into court registry—Writ of
13 restitution—Notice) and 2008 c 75 s 2, 2006 c 51 s 2, & 1983 c 264 s
14 13; and

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

17 NEW SECTION. **Sec. 18.** Sections 2 through 5 of this act
18 supersede any other provisions within chapter 59.18 or 59.12 RCW, or
19 chapter 59.20 RCW as applicable, that conflict with sections 2
20 through 5 of this act.

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

--- END ---