



# Meeting Agenda

## Land Use & Environment Committee

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Thursday, July 18, 2019

5:30 PM

Council Chambers

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1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **PUBLIC COMMENT**

*(Estimated Time: 0-15 Minutes)*

*During this portion of the meeting, citizens may address the Committee for up to three (3) minutes regarding the Committee's business meeting topics.*

5. **APPROVAL OF MINUTES**

- 5.A [19-0667](#) Approval of June 13, 2019 Land Use & Environment Committee Meeting Minutes

Attachments: [Minutes](#)

6. **COMMITTEE BUSINESS**

- 6.A [19-0647](#) Short-term Rental Scope of Work

Attachments: [Map of Short Term Rental Listings](#)

- 6.B [19-0643](#) Vulnerable Renter Protection Next Steps

Attachments: [Tumwater Staff Memo](#)

[Notice of Plans to Demolish](#)

[Longer Notice for Rent Increases](#)

[Changes to Renter Eviction Process](#)

- 6.C [19-0665](#) Plan for August 12, 2019 Housing Roundtable Discussion

7. **REPORTS AND UPDATES**

8. **ADJOURNMENT**

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*State Relay Service at 7-1-1 or 1.800.833.6384.*



City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8244

## City Council

### Approval of June 13, 2019 Land Use & Environment Committee Meeting Minutes

**Agenda Date:** 7/18/2019  
**Agenda Item Number:** 5.A  
**File Number:** 19-0667

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**Type:** minutes   **Version:** 1   **Status:** In Committee

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**Title**

Approval of June 13, 2019 Land Use & Environment Committee Meeting Minutes



# Meeting Minutes - Draft

## Land Use & Environment Committee

City Hall  
601 4th Avenue E  
Olympia, WA 98501  
Information: 360.753.8244

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**Thursday, June 13, 2019**

**5:30 PM**

**Council Chambers**

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### Special Meeting

#### 1. CALL TO ORDER

Chair Gilman called the meeting to order at 5:30 p.m.

#### 2. ROLL CALL

**Present:** 3 - Chair Clark Gilman, Committee member Nathaniel Jones and Committee member Lisa Parshley

#### 2.A OTHERS PRESENT

City of Olympia Community Planning and Development Director Keith Stahley  
Economic Development Director Mike Reid  
Home Fund Program Manager Cary Retlin  
Senior Planner Joyce Phillips  
Consultant Kurt Latimore

#### 3. APPROVAL OF AGENDA

The agenda was approved.

#### 4. PUBLIC COMMENT

The following people spoke: James Pritchard, Mike McCormick, Roger Hansen, Debra Jaque, Larry Djeza, Judy Bardin, Jeff Foster, Denise Pantelis, and Walt Jorgensen.

#### 5. APPROVAL OF MINUTES

- 5.A [19-0557](#) Approval of May 16, 2019 Land Use and Environment Committee Meeting Minutes

The minutes were approved.

#### 6. COMMITTEE BUSINESS

- 6.A [19-0545](#) Boulevard Road Surplus Property Discussion

Mr. Reid presented a briefing on the City-owned, 10-acre parcel on Boulevard Road and

discussed surplus and development options.

**The discussion was completed.**

**6.B**      [19-0496](#)              Consideration of Proposed 2019 Annual Comprehensive Plan Amendment

Ms. Phillips presented an overview of the 2019 Comprehensive Plan Amendment pertaining to greenhouse gas reductions.

**Committee member Jones moved, seconded by Committee member Parshley, to forward the proposed amendment on Policy PN8.1 of the Comprehensive Plan to Council for consideration. The motion passed unanimously.**

**6.C**      [19-0546](#)              Community Planning and Development Department Organization Structure Update

Mr. Stahley and Mr. Latimore presented a summary of the changes to Community Planning and Development's organization and shared a revised organizational chart.

**The information was provided.**

**6.D**      [19-0430](#)              Mid-Year Review of Land Use and Environment Committee Work Plan

Staff distributed a draft schedule with tentative items for a housing focused meeting. Committee members provided feedback and direction.

**The discussion was completed.**

**7.        REPORTS AND UPDATES - None**

**8.        ADJOURNMENT**

The meeting adjourned at 7:35 p.m.



## Land Use & Environment Committee

### Short-term Rental Scope of Work

**Agenda Date:** 7/18/2019  
**Agenda Item Number:** 6.A  
**File Number:** 19-0647

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**Type:** information   **Version:** 1   **Status:** In Committee

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#### **Title**

Short-term Rental Scope of Work

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Receive a briefing on the scope of work for addressing short-term rentals. Briefing only. No action requested.

#### **Report**

##### **Issue:**

Whether to receive a briefing from staff introducing an overall scope of work for addressing short-term rentals, including key policy areas and methods for engaging the community and key stakeholders.

##### **Staff Contact:**

Leonard Bauer, Deputy Director, Community Planning and Development, 360.753.8046  
Catherine McCoy, Associate Planner, Community Planning and Development, 360.570.3776

##### **Presenter(s):**

Leonard Bauer, Deputy Director, Community Planning and Development  
Catherine McCoy, Associate Planner, Community Planning and Development

#### **Background and Analysis:**

Short-term rentals are one of the best known and widely used examples of the rapidly growing sharing economy. Some of the most commonly known online short-term rental platforms include: Airbnb, HomeAway, VRBO, and Flipkey. Some of these platforms are owned by larger travel-related companies, such as Expedia, Priceline, and Trip Advisor. Nationwide data provided at the 2019 National Planning Conference showed that 25 percent of all overnight stays are in short-term rentals. This is an 82 percent increase since 2016. More than 80 percent of short-term rentals are entire living units, as opposed to room rentals. Fifty-seven percent of these units are single-family houses; 43 percent are multi-family units.

A complimentary search in April 2019 by Host Compliance, a company that assists local governments with short-term rental regulations and enforcement, revealed 166 listings and 140 rental units in Olympia (see attached map).

Planners in Community Planning and Development regularly field phone calls from citizens who are interested in hosting a short-term rental. Code enforcement staff receive inquiries about properties suspected to be operating as short-term rentals.

City Councilmembers and staff have also received requests from bed and breakfast operators and hoteliers to look into a perceived regulatory and cost advantage for short-term rental operators, who may not have the same level of local and state regulatory, tax, and licensing requirements.

City staff provided an overview of policy issues related to short-term rentals at the May 2018 Land Use and Environment Committee meeting. Since that time, planning staff were diverted to other priority projects. Staff have now completed additional research, including other cities' approaches to short-term rentals.

### *Project Purpose and Intent*

The city's zoning code does not currently define a "short-term rental." As a result, properties advertised and used as short-term rentals are not currently regulated differently than a long-term rental property.

The purpose of this project is to establish clear and objective standards for short-term rentals that protect public interests, promote fairness, help to meet our community's unique social and economic needs, and align with our community priorities.

### *Policy Decision Areas*

Short-term rentals affect a number of public interests, including:

- Public health and safety - typically addressed by ensuring building and fire codes are met through a permitting and inspection process.
- Housing - ensuring short-term rental units are not occupying an inordinate portion of the local housing supply that would otherwise be available for long-term rental or purchase, nor creating significant upward pressure on long-term housing costs.
- Equitable taxes and fees - short-term rentals are a lodging business, and there is an equity issue regarding taxes and fees that are charged to other lodging businesses.
- Impacts to surrounding properties - addressing potential impacts to neighbors, such as parking, solid waste collection, and noise.
- Costs of enforcement - City costs for enforcement of additional codes and licensing or tax requirements. These costs could be for existing or additional staff, or for consultants that offer licensing and enforcement services to municipalities.

Other communities similar to Olympia have already taken steps to address these issues. Their processes and adopted approaches, as well as current planning and legal literature provide a good framework for considering these policy questions.

Staff will provide an overall proposed scope of work to address short-term rentals in Olympia.

**Neighborhood/Community Interests (if known):**

Short-term rentals have citywide impact. In response to neighborhood interest, staff provided a briefing to the Coalition of Neighborhood Associations (CNA) in July 2017. Short-term rentals have also been raised by community members and neighborhood representatives during the Missing Middle housing discussion as being closely related to concerns about housing affordability and neighborhood character and quality.

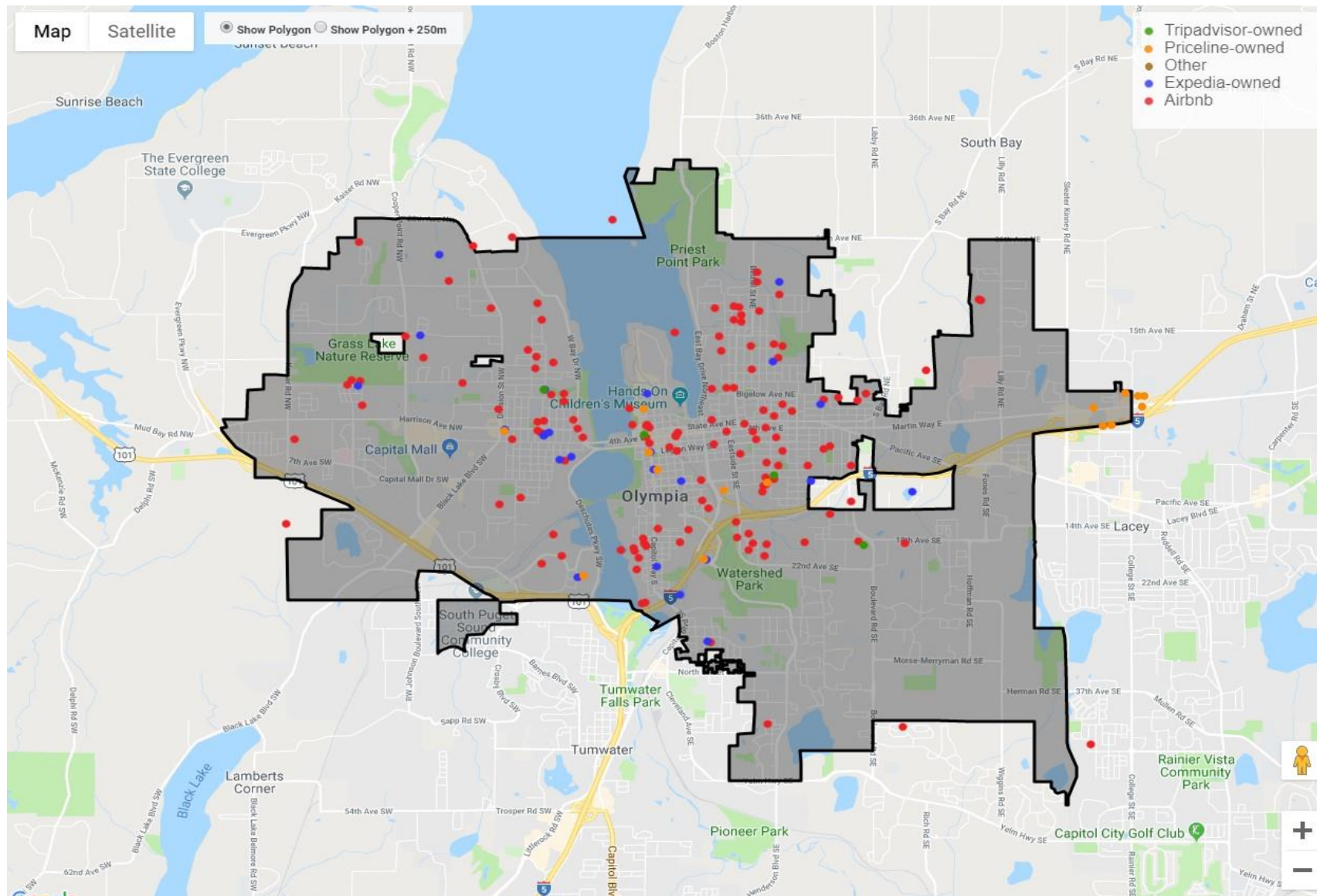
**Financial Impact:**

Staff resources in Community Planning and Development have been allocated to this work effort. There may be increased costs to implement and enforce additional programs or regulations, if adopted.

**Attachments:**

Map





April 2019 – Location of On-Line Listings of Short-Term Rentals (Source: Host Compliance)





## Land Use & Environment Committee

### Vulnerable Renter Protection Next Steps

**Agenda Date:** 7/18/2019  
**Agenda Item Number:** 6.B  
**File Number:** 19-0643

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**Type:** report **Version:** 1 **Status:** In Committee

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#### **Title**

Vulnerable Renter Protection Next Steps

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Receive a report on regional activities regarding renter protections. Briefing only; No action requested.

#### **Report**

##### **Issue:**

Whether to receive an update from staff on the ongoing meetings of staff from Tumwater, Lacey, Thurston County and Olympia regarding renter protections that could be added in all those jurisdictions. Staff will also present how the recent changes at the state level will impact renter protections and the benefits and challenges of a cross-jurisdictional approach.

##### **Staff Contact:**

Cary Retlin, Housing Manager, Community Planning & Development, 360.570.3956.

##### **Presenter(s):**

Cary Retlin, Housing Manager

##### **Background and Analysis:**

In May, Tumwater staff approached Olympia, Lacey, and Thurston County and proposed a cross-jurisdictional approach to exploring renter protections. Since that time, staff from all those jurisdictions have met to discuss details of potential protections and how conversations with key stakeholders including landlords, property managers, and tenants could be facilitated.

The communications and public involvement elements of this work are critical to success of any changes. Staff are planning outreach efforts to landlords and property managers to ensure that changes don't result in unintended consequences to tenants.

The State Legislature passed three significant bills related to the landlord tenant relationship. HB-1462 amends requirements and provides for longer notice when a building is going to be demolished or substantially renovated. HB-1440 provides for longer notice prior to an increase in rent. SB-5600 amends the process and timeline for evictions. Copies of these bills are included as attachments.

**Neighborhood/Community Interests (if known):**

More than 50 percent of Olympia households are renters, so this is a very important topic to the community.

**Options:**

Discussion only

**Financial Impact:**

Staff currently do not have funds budgeted for this activity. Community meetings on the topic would require staff time.

**Attachments:**

Tumwater Staff Memo  
HB-1406 Notice of Plans to Demolish  
HB-1440 Notice of Rent Increase  
SB-5600 Changes to Eviction Process and Timeline



City Hall  
555 Israel Road SW  
Tumwater, WA 98501-6515  
Phone: 360-754-5855  
Fax: 360-754-4138

## Memorandum

Date: May 14, 2019

To: Jacob Ewing, Ryan Andrews, and Rick Walk, City of Lacey  
Cary Retlin, Schelli Slaughter, Leonard Bauer, and Keith Stahley, City of Olympia  
Keylee Marineau, Thurston County

From: Brad Medrud, Planning Manager

Subject: Potential Measures for Addressing Tenant Protection Issues –  
UPDATED May 14, 2019

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### Issue

After the Tumwater City Council adopted Resolution No. R2018-016 in the summer of 2018, the City of Tumwater has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues.

This memorandum discusses potential actions that could be taken on a regional or City-by-City basis to address tenant protection issues.

The Tumwater City Council discussed the memorandum at a worksession on March 26, 2019 and moved one potential action from the yellow to green category.

### Objective

A City of Tumwater work group discussed potential ways to address the following action item from Resolution No. R2018-016:

#### **GOAL: Boost Housing Affordability**

**Action #9** – *Enact policies to protect tenants experiencing housing instability, which may include:*

- a. *Review current eviction/renter protection policies, laws, and legal services and assess possible actions.*
- b. *Assess need for/knowledge of landlord-tenant conflict resolution services.*
- c. *Support renter resources (mediation, etc.).*

The City work group, which included Councilmember Michael Althaus, City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Housing Consultant Paul Knox, and Planning Manager Brad Medrud, explored a range of potential measures to address this action item, so that the Tumwater City Council could make an informed decision on which measures to pursue.

### Background

The City of Tumwater work group met on December 18, 2018, January 17, 2019, February 19, 2019, and March 12, 2019 to review the City's current tenant protections found in TMC Chapter 5.70 *Unfair Housing Practices* as well as the state's requirements and what other jurisdictions are doing to address this action item. The work group discussed the potential measures in the tables below and evaluated what further steps would be needed to develop and determine their viability.

The two tables outlined the potential measures the Tumwater City Council could consider to address the action item above. The first table summarizes the measures that could be considered in amendments to the Tumwater Municipal Code and the second table goes over measures that could be addressed through education and communication efforts led by the City. Each of the measures was given a color that indicates whether the work group thought that it should be discussed with the Tumwater City Council now (**green**), after other issues are resolved (**yellow**), or after all other measures have been considered (**red**).

The City of Tumwater work group suggests that there should be conversations with tenant, housing advocates, such as the city of Tacoma and Homes First and property owners, landlords, and real estate management companies, to review and provide comment on the measures considered. The list of measures would also be sent to housing staff at Thurston County and the Cities of Lacey and Olympia to get their thoughts. Some of the measures would potentially involve registration of property owners providing rental units to gather information on number of units and a contact for education and updates on City programs.

### Updates

This memorandum was updated on April 8, 2019 to address additional upfront costs to tenants and to changed immigration status to citizenship status.

This memorandum was updated on May 14, 2019 to address:

- The Governor's signature on ESHB 1138 "Concerning the armed forces exceptions for giving notice of termination of a tenancy" on April 17, 2019, which will become effective on July 28, 2019.

## Potential Options for Addressing Tenant Protections Issues

May 14, 2019

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- The Governor's signature on ESHB 1440 "Providing longer notice of rent increases" on April 23, 2019, which will become effective on July 28, 2019.
- The Governor's signature on ESSB 5600 "Concerning residential tenant protections" on May 9, 2019, which will become effective on July 28, 2019.
- The delivery to the Governor of HB 1462 "Providing notice of plans to demolish, substantially rehabilitate, or change use of residential premises" on April 26, 2019. The Governor has not signed the bill as of May 14, 2019.

**Commented [BM1]:** Updated May 14, 2019

Table 1a: Measures Considered for Amendments to Tumwater Municipal Code – Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
1	Prohibit use of online bidding platforms	<ul style="list-style-type: none"><li>• Easy policy decision</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Is this addressing an issue in the City?</li><li>• Potentially difficult to enforce</li></ul>	<ul style="list-style-type: none"><li>• Would need communications strategy</li><li>• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li></ul>	<p>“Rental housing bidding platform” or “platform” means a person that connects potential tenants and landlords via an application based or online platform to facilitate rental housing auctions wherein potential tenants submit competing bids on certain lease provisions including but not limited to housing costs and lease term, to landlords for approval or denial. Merely publishing a rental housing advertisement does not make a person a rental housing bidding platform.</p> <p><b>XX.XX.XXX Use of online or application based rental housing bidding services prohibited.</b></p> <p><u>Landlords and potential tenants are prohibited from using rental housing bidding platforms for real property located in city limits.</u></p>	Green
2	Require landlords to distribute certain housing related information, including rights and responsibilities to tenants	<ul style="list-style-type: none"><li>• Easy policy decision</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Potentially difficult to communicate or enforce</li></ul>	<ul style="list-style-type: none"><li>• May need to require landlord registration</li><li>• Would need to develop set of standard required info</li><li>• Better landlord and tenant education</li><li>• Would need communications strategy</li><li>• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li><li>• May address the new notice that is a part of ESSB 5600</li></ul>	<p><b>XX.XX.XXX Distribution of information required.</b></p> <p>A. Distribution of resources by landlord.</p> <p>1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord’s written rental criteria and, once created by the City, with a City informational website address designated by the City for the purpose of providing information about the property and its landlord.</p> <p>2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.</p> <p>B. Distribution of information packets by landlord</p> <p>1. The Director shall prepare and update as necessary, summaries of this chapter, the _____ (TMC _____), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.</p> <p>2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.</p> <p>3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.</p> <p>4. For existing tenants within 30 days after the summaries are made available by the City, landlords shall distribute current copies of the summaries to existing tenants.</p> <p>5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant’s signature documenting tenant’s receipt of such information. If a tenant refuses to provide a signature documenting the tenant’s receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, which may be in electronic form unless a tenant otherwise requests written summaries.</p> <p>6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.</p> <p>C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.</p>	Green

Commented [BM2]: Updated May 14, 2019



	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
3	Require that deposits, as well as recurring and one time fees be in written agreements	<ul style="list-style-type: none"><li>Required in Residential Landlord-Tenant Act (RLTA) (RCW 59.18) for leases one year and longer</li><li>Standard leases already include these</li><li>Best if cross jurisdictional</li><li>Could include in as part of Measure #2</li></ul>	<ul style="list-style-type: none"><li>How would this be enforced?</li><li>How would this address month-to-month leases and leases of less than a year?</li><li>Not clear if necessary</li></ul>	<ul style="list-style-type: none"><li>Would need communications strategy</li><li>Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li></ul>	<p>“Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.</p> <p><b>XX.XX.XXX Deposit requirements and installment payments permitted.</b></p> <p>A. Installment payments, generally. Upon a tenant’s written request, tenants may pay security deposits, non-refundable move-in and administrative fees, and/or last month’s rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in and administrative fees in installments if (1) the total amount of the security deposit and nonrefundable move-in and administrative fees does not exceed 25 percent of the first full month’s rent for the tenant’s dwelling unit; and (2) payment of last month’s rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.</p> <p>B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in and administrative fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.</p> <p>C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in and administrative fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.</p> <p>D. A tenant’s failure to pay a security deposit, non-refundable move-in and administrative fees, and last month’s rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a ten-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.</p> <p>E. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.</p> <p>F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.</p> <p>G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.</p> <p>H. Nothing in TMC Chapter _____ prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant’s security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney’s fees for such an action as authorized by chapter 59.18 RCW.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
4	Make landlord failure to comply a renter defense to eviction and the landlord subject to liability and penalties	<ul style="list-style-type: none"><li>• Would be tied to other municipal code measures</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Only applicable to municipal ordinances</li><li>• Would likely be applicable only if a court case is filed</li></ul>	<ul style="list-style-type: none"><li>• If City provides education packet and requires information</li><li>• Tied to 120-day</li><li>• Would need communications strategy</li><li>• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li><li>• Civil penalties would likely be available a deterrent</li></ul>	<p><b>XX.XX.XXX Compliance and enforcement.</b></p> <p>A. Compliance.</p> <p>1. Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.</p> <p>2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and their lawful rights to organize.</p> <p>3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).</p> <p>a. <u>In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.</u></p> <p>b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.</p> <p>4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
5	Prohibit waiving of city requirements	<ul style="list-style-type: none"><li>Same waiver protections for municipal requirements as Residential Landlord-Tenant Act (RLTA) (RCW 59.18)</li><li>Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>Court case</li></ul>	<ul style="list-style-type: none"><li>Is this needed if policies are set?</li><li>Would need communications strategy</li><li>Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li><li>Civil penalties would likely be available a deterrent</li></ul>	<p><b>XX.XX.XXX Compliance and enforcement.</b></p> <p>A. Compliance.</p> <p>1. Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.</p> <p>2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and their lawful rights to organize.</p> <p>3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).</p> <p>a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC _____, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.</p> <p><u>b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.</u></p> <p>4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
6	Prohibit retaliation	<ul style="list-style-type: none"><li>Protects those who seek to pursue their legal rights for municipal law as Residential Landlord-Tenant Act (RLTA) (RCW 59.18)</li><li>Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>Potentially difficult to communicate or enforce</li></ul>	<ul style="list-style-type: none"><li>Would need communications strategy</li><li>Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li><li>Civil penalties would likely be available a deterrent</li></ul>	<p><b>XX.XX.XXX Compliance and enforcement.</b></p> <p>A. Compliance.</p> <p>1. Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.</p> <p><u>2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and their lawful rights to organize.</u></p> <p>3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).</p> <p>a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC _____, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.</p> <p>b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.</p> <p>4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
7	Require notification a set number of days prior to eviction due or a notice of rental increase over a particular cap and of no-cause eviction	<ul style="list-style-type: none"><li>Seattle not challenged on their timeline requirements</li><li>Could set policy for all rent increases</li><li>Makes the most impact</li><li>Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>How would this address month-to-month leases and leases of less than a year?</li><li>May incentivize regular percentage increases under threshold</li><li>Potentially difficult to communicate or enforce</li></ul>	<ul style="list-style-type: none"><li>Study further</li><li>What would be the best amount of time? 60 or 90 days may be most useful</li><li>When would be the best situations?</li><li>Tacoma and Seattle have this</li><li>Related to the no cause eviction</li><li>Would need major communications strategy</li><li>Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li><li>May address the new “Fourteen-Day Notice to Pay Rent or Vacate the Premises” that is a part of ESSB 5600</li><li>May address the new requirements for a 120-day notice requirement in RCW 59.18.200 added by HB 1462</li><li>May address the new requirements for a 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440</li></ul>	<p><b>XX.XX.XXX Notice to vacate requirements.</b></p> <p>A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy and apply before the expiration of a fixed-term lease, unless the lease automatically converts to a month-to-month or periodic tenancy at the end of its expiration.</p> <p>B. Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced by a landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises, a landlord may only terminate the tenancy by providing a tenant with written notice of at least 120 days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also serve at the same time the Tenant Relocation Information Packet.</p> <p>C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least 60 days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.</p> <p>D. Notice requirements, generally.</p> <ol style="list-style-type: none"><li>Notices provided in this section shall comply with RCW 59.12.040, as it exists and as hereinafter amended.</li><li>The notice shall list the name of the tenant and the dwelling unit number.</li><li>Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.</li></ol> <p>E. Tenant meeting. A tenant who receives a 120-day notice as provided herein may request an in-person meeting with the landlord to discuss the upcoming termination. If such request is made, the landlord shall schedule, notify tenants in writing, and hold such a meeting within 20 days of such request, at a time and location reasonably convenient for the parties. A landlord may schedule and hold one meeting for multiple tenants and requests. A landlord holding such meeting at a reasonable time and location shall meet the requirements herein, regardless of whether the impacted tenants attend.</p> <p>F. The notices required herein do not apply when:</p> <ol style="list-style-type: none"><li>A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; or</li><li>A landlord is required to repair the dwelling unit due to a violation of the _____, TMC _____, and is found to be either derelict or unfit.</li></ol> <p><b>XX.XX.XXX Notice to increase rent requirements.</b></p> <p>A landlord is required to provide a minimum of 60 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.</p>	Green

**Commented [BM3]:** No change, but now a 60-day requirement added by ESHB 1440, Sec.1. RCW 59.18.140 May 14, 2019.

Note 30-day notice requirement for subsidized tenancy in ESHB 1440, Sec.1. RCW 59.18.140.

**Commented [BM5]:** Added from HB 1462, Sec. 1. RCW 59.18.200(2)(c)(i) May 14, 2019

**Commented [BM6]:** No change, but now a requirement added by ESHB 1440, Sec.1. RCW 59.18.140 May 14, 2019.

Note 30-day notice requirement for subsidized tenancy in ESHB 1440, Sec.1. RCW 59.18.140.

**Commented [BM4]:** Updated May 14, 2019



	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
8	Require notification a set number of days prior to any rent increase	<ul style="list-style-type: none"><li>• Makes the most impact</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Potentially difficult to communicate or enforce</li></ul>	<ul style="list-style-type: none"><li>• 90 days would best</li><li>• Would need major communications strategy</li><li>• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li></ul>	<b>XX.XX.XXX Notice to increase rent requirements.</b> A landlord is required to provide a minimum of 60 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.	Green
9	Require a landlord to allow a tenant to pay the deposit and move in and administrative fees over a period of up to a number of months and allow tenants the ability to pay security and last month rent over a period of three months after moving in in lieu of upfront so there is less initial barrier to entry	<ul style="list-style-type: none"><li>• Would help address the economic issues</li><li>• Very helpful for low or moderate income renters</li><li>• Address month to month costs</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Has this been challenged?</li><li>• Potentially difficult to communicate or enforce</li></ul>	<ul style="list-style-type: none"><li>• Tied to term of lease</li><li>• Payment period could be over three to four months</li><li>• Would need major communications strategy</li><li>• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li></ul>	<b>XX.XX.XXX Deposit requirements and installment payments permitted.</b> A. Installment payments, generally. Upon a tenant’s written request, tenants may pay security deposits, non-refundable move-in and administrative fees, and/or last month’s rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in and administrative fees in installments if (1) the total amount of the security deposit and nonrefundable move-in and administrative fees does not exceed 25 percent of the first full month’s rent for the tenant’s dwelling unit; and (2) payment of last month’s rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties. B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in and administrative fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy. C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in and administrative fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy. D. A tenant’s failure to pay a security deposit, non-refundable move-in and administrative fees, and last month’s rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a ten-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant. [...]	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
10	Add source of income protections in housing rental code	<ul style="list-style-type: none"><li>• Easy policy change</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Potentially difficult to communicate or enforce</li></ul>	<ul style="list-style-type: none"><li>• Source of income protected under state law (RCW 59.18.255)</li><li>• “Fair chance housing”</li><li>• Would need communications strategy</li><li>• Proposed code amendments to TMC 5.70 “Unfair Housing Practices” and as part of new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”</li></ul>	<p>Q. “Source of income” includes benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, other programs administered by any federal, state, local, or nonprofit entity, and wages, interest, dividends, or other remunerations. “Source of income” does not include income derived in an illegal manner.</p> <p>In Chapter 5.70 TMC, substitute “source of income” for the current phrase “use of federal housing assistance”</p>	Green
11	Add citizenship status protections in housing rental code	<ul style="list-style-type: none"><li>• Easy policy change</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Potentially difficult to communicate or enforce</li><li>• Potential conflict with federal law</li></ul>	<ul style="list-style-type: none"><li>• Source of income protected under state law, but not citizenship status</li><li>• “Fair chance housing”</li></ul>	<ul style="list-style-type: none"><li>• Would need communications strategy</li></ul>	Green

**Table 1b: Measures Considered for Amendments to Tumwater Municipal Code – Yellow**

None.



Table 1c: Measures Considered for Amendments to Tumwater Municipal Code – Red

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
12	Limit fees a landlord could charge	<ul style="list-style-type: none"><li>• Would help address economic issues</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Regulating actual business decisions</li><li>• Potentially difficult to communicate or enforce</li><li>• How would fees be justified?</li><li>• Needs further research</li></ul>	<ul style="list-style-type: none"><li>• Possible limits on nonrefundable fees</li><li>• Security deposit would not be more than one month’s rent</li><li>• Would need major communications strategy</li><li>• No action will be taken on this option for now</li></ul>	Red
13	First-in-time tenancy required	<ul style="list-style-type: none"><li>• First qualified applicant accepted</li><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Current City of Seattle litigation</li><li>• Difficult to communicate and enforce</li><li>• May not address economic issues</li><li>• Would need source of income</li></ul>	<ul style="list-style-type: none"><li>• Can the City purchase a database of owners of rental property?</li><li>• Would need major communications strategy</li><li>• No action will be taken on this option until City of Seattle litigation is resolved</li></ul>	Red
14	Add criminal conviction status protections in housing rental code	<ul style="list-style-type: none"><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Potentially difficult to communicate or enforce</li></ul>	<ul style="list-style-type: none"><li>• Source of income protected under state law, but not criminal conviction status</li><li>• “Fair chance housing”</li><li>• Seattle includes criminal conviction status</li><li>• Would need major communications strategy</li><li>• No action will be taken on this option</li></ul>	Red
15	Require landlords to show good cause to terminate a month-to-month tenancy and to refuse to renew a fixed term tenancy	<ul style="list-style-type: none"><li>• Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>• Often tenants appreciate month to month flexibility</li><li>• Potentially difficult to communicate or enforce</li><li>• Takings analysis required</li></ul>	<ul style="list-style-type: none"><li>• Add this to notice requirements discussion elsewhere in this table</li><li>• Would need major communications strategy</li><li>• Is this legal?</li><li>• No action will be taken on this option</li></ul>	Red

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
16	Tenant relocation assistance fund	<ul style="list-style-type: none"><li>Addresses economic relocation</li><li>Not for cause</li></ul>	<ul style="list-style-type: none"><li>Would need more study to determine criteria and funding</li><li>Current City of Portland litigation</li></ul>	<ul style="list-style-type: none"><li>Could be property owner funded</li><li>Some programs go through a municipality, while other directly to a tenant</li><li>Would need major communications strategy</li><li>No action will be taken on this option</li></ul>	Red
17	Provide relocation payment for any low-income tenant displaced by the reasons in Measure #7	<ul style="list-style-type: none"><li>Best if cross jurisdictional</li></ul>	<ul style="list-style-type: none"><li>Potentially difficult to communicate or enforce</li><li>Could be a disincentive to property fixes or improvements</li><li>Would need an income standard</li></ul>	<ul style="list-style-type: none"><li>Long term</li><li>Would need major communications strategy</li><li>No action will be taken on this option</li></ul>	Red

Table 2: Measures Considered for Education and Communication

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
1	Create a list of landlords for communication regarding notices and enforcement	<ul style="list-style-type: none"><li>A list will be needed to make existing and proposed regulations effective</li></ul>	<ul style="list-style-type: none"><li>Potentially difficult to generate</li></ul>	<ul style="list-style-type: none"><li>List would include name, contact information, number of units, and location of units</li><li>Would need communications strategy</li></ul>	Green
2	Contract with Dispute Resolution Center for tenant and landlord conflict resolution services	<ul style="list-style-type: none"><li>Easy service to test for use</li></ul>	<ul style="list-style-type: none"><li>No clear incentives for sides to engage once in conflict</li><li>Landlord has upper hand in power dynamic</li><li>Cost of Dispute Resolution Center services</li></ul>	<ul style="list-style-type: none"><li>City would pay full or subsidized cost up to a particular amount</li><li>Prices range on length of interaction</li><li>Would need communications strategy</li></ul>	Green

CERTIFICATION OF ENROLLMENT

**HOUSE BILL 1462**

66th Legislature  
2019 Regular Session

Passed by the House April 23, 2019  
Yeas 96 Nays 0

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**Speaker of the House of Representatives**

Passed by the Senate April 13, 2019  
Yeas 44 Nays 1

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**President of the Senate**

Approved

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**Governor of the State of Washington**

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE BILL 1462** as passed by the House of Representatives and the Senate on the dates hereon set forth.

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**Chief Clerk**

FILED

**Secretary of State  
State of Washington**

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HOUSE BILL 1462

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AS AMENDED BY THE SENATE

Passed Legislature - 2019 Regular Session

State of Washington

66th Legislature

2019 Regular Session

By Representatives Barkis, Reeves, Kirby, Riccelli, Jenkin,  
Stokesbary, Gildon, Walsh, Chambers, Dye, Hoff, Volz, and Irwin

Read first time 01/22/19. Referred to Committee on Civil Rights &  
Judiciary.

1 AN ACT Relating to providing notice of plans to demolish,  
2 substantially rehabilitate, or change use of residential premises;  
3 amending RCW 59.18.200; and prescribing penalties.

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

5 **Sec. 1.** RCW 59.18.200 and 2008 c 113 s 4 are each amended to  
6 read as follows:

7 (1)(a) When premises are rented for an indefinite time, with  
8 monthly or other periodic rent reserved, such tenancy shall be  
9 construed to be a tenancy from month to month, or from period to  
10 period on which rent is payable, and shall be terminated by written  
11 notice of twenty days or more, preceding the end of any of the months  
12 or periods of tenancy, given by either party to the other.

13 (b) Any tenant who is a member of the armed forces, including the  
14 national guard and armed forces reserves, or that tenant's spouse or  
15 dependent, may terminate a rental agreement with less than twenty  
16 days' notice if the tenant receives reassignment or deployment orders  
17 that do not allow a twenty-day notice.

18 (2)(a) Whenever a landlord plans to change to a policy of  
19 excluding children, the landlord shall give a written notice to a  
20 tenant at least ninety days before termination of the tenancy to  
21 effectuate such change in policy. Such ninety-day notice shall be in

1 lieu of the notice required by subsection (1) of this section.  
2 However, if after giving the ninety-day notice the change in policy  
3 is delayed, the notice requirements of subsection (1) of this section  
4 shall apply unless waived by the tenant.

5 (b) Whenever a landlord plans to change any apartment or  
6 apartments to a condominium form of ownership, the landlord shall  
7 provide a written notice to a tenant at least one hundred twenty days  
8 before termination of the tenancy, in compliance with RCW  
9 64.34.440(1), to effectuate such change. The one hundred twenty-day  
10 notice is in lieu of the notice required in subsection (1) of this  
11 section. However, if after providing the one hundred twenty-day  
12 notice the change to a condominium form of ownership is delayed, the  
13 notice requirements in subsection (1) of this section apply unless  
14 waived by the tenant.

15 (c)(i) Whenever a landlord plans to demolish or substantially  
16 rehabilitate premises or plans a change of use of premises, the  
17 landlord shall provide a written notice to a tenant at least one  
18 hundred twenty days before termination of the tenancy. This  
19 subsection (2)(c)(i) does not apply to jurisdictions that have  
20 created a relocation assistance program under RCW 59.18.440 and  
21 otherwise provide one hundred twenty days' notice.

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

23 (A) "Assisted housing development" means a multifamily rental  
24 housing development that either receives government assistance and is  
25 defined as federally assisted housing in RCW 59.28.020, or that  
26 receives other federal, state, or local government assistance and is  
27 subject to use restrictions.

28 (B) "Change of use" means: (I) Conversion of any premises from a  
29 residential use to a nonresidential use that results in the  
30 displacement of an existing tenant; (II) conversion from one type of  
31 residential use to another type of residential use that results in  
32 the displacement of an existing tenant, such as conversion to a  
33 retirement home, emergency shelter, or transient hotel; or (III)  
34 conversion following removal of use restrictions from an assisted  
35 housing development that results in the displacement of an existing  
36 tenant: PROVIDED, That displacement of an existing tenant in order  
37 that the owner or a member of the owner's immediate family may occupy  
38 the premises does not constitute a change of use.

1       (C) "Demolish" means the destruction of premises or the  
2 relocation of premises to another site that results in the  
3 displacement of an existing tenant.

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

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

--- END ---

CERTIFICATION OF ENROLLMENT  
**ENGROSSED SUBSTITUTE HOUSE BILL 1440**

66th Legislature  
2019 Regular Session

Passed by the House March 5, 2019  
Yeas 62 Nays 36

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**Speaker of the House of Representatives**

Passed by the Senate April 10, 2019  
Yeas 29 Nays 18

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**President of the Senate**

Approved

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**Governor of the State of Washington**

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1440** as passed by House of Representatives and the Senate on the dates hereon set forth.

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**Chief Clerk**

FILED

**Secretary of State  
State of Washington**



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ENGROSSED SUBSTITUTE HOUSE BILL 1440

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Passed Legislature - 2019 Regular Session

State of Washington

66th Legislature

2019 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Robinson, Macri, Riccelli, Gregerson, Doglio, Tarleton, Kloba, Frame, Jinkins, Morgan, Ortiz-Self, and Ormsby)

READ FIRST TIME 02/19/19.

1 AN ACT Relating to providing longer notice of rent increases; and  
2 amending RCW 59.18.140.

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

4 **Sec. 1.** RCW 59.18.140 and 2010 c 8 s 19022 are each amended to  
5 read as follows:

6 (1) The tenant shall conform to all reasonable obligations or  
7 restrictions, whether denominated by the landlord as rules, rental  
8 agreement, rent, or otherwise, concerning the use, occupation, and  
9 maintenance of his or her dwelling unit, appurtenances thereto, and  
10 the property of which the dwelling unit is a part if such obligations  
11 and restrictions are not in violation of any of the terms of this  
12 chapter and are not otherwise contrary to law, and if such  
13 obligations and restrictions are brought to the attention of the  
14 tenant at the time of his or her initial occupancy of the dwelling  
15 unit and thus become part of the rental agreement.

16 (2) Except for termination of tenancy and an increase in the  
17 amount of rent, after thirty days written notice to each affected  
18 tenant, a new rule of tenancy (~~((including a change in the amount of~~  
19 ~~rent))~~) may become effective upon completion of the term of the rental  
20 agreement or sooner upon mutual consent.

1       (3)(a) Except as provided in (b) of this subsection, a landlord  
2 shall provide a minimum of sixty days' prior written notice of an  
3 increase in the amount of rent to each affected tenant, and any  
4 increase in the amount of rent may not become effective prior to the  
5 completion of the term of the rental agreement.

6       (b) If the rental agreement governs a subsidized tenancy where  
7 the amount of rent is based on the income of the tenant or  
8 circumstances specific to the subsidized household, a landlord shall  
9 provide a minimum of thirty days' prior written notice of an increase  
10 in the amount of rent to each affected tenant. An increase in the  
11 amount of rent may become effective upon completion of the term of  
12 the rental agreement or sooner upon mutual consent.

--- END ---

CERTIFICATION OF ENROLLMENT  
**ENGROSSED SUBSTITUTE SENATE BILL 5600**

66th Legislature  
2019 Regular Session

Passed by the Senate April 24, 2019  
Yeas 30 Nays 18

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**President of the Senate**

Passed by the House April 12, 2019  
Yeas 51 Nays 46

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**Speaker of the House of Representatives**

Approved

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**Governor of the State of Washington**

CERTIFICATE

I, Brad Hendrickson, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5600** as passed by the Senate and the House of Representatives on the dates hereon set forth.

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**Secretary**

FILED

**Secretary of State  
State of Washington**

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**ENGROSSED SUBSTITUTE SENATE BILL 5600**

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AS AMENDED BY THE HOUSE

Passed Legislature - 2019 Regular Session

**State of Washington**

**66th Legislature**

**2019 Regular Session**

**By** Senate Housing Stability & Affordability (originally sponsored by Senators Kuderer, Das, Nguyen, Frockt, Cleveland, Darneille, Saldaña, Hasegawa, Wilson, C., Conway, Randall, Wellman, Keiser, Hunt, Pedersen, and Llias)

READ FIRST TIME 02/19/19.

1       AN ACT Relating to residential tenant protections; amending RCW  
2   59.12.030, 59.18.410, 59.18.390, 59.18.365, 59.18.290, 59.18.055,  
3   43.31.605, and 43.31.615; reenacting and amending RCW 59.18.030;  
4   adding new sections to chapter 59.18 RCW; creating new sections; and  
5   prescribing penalties.

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

7       NEW SECTION.   **Sec. 1.** It is declared to be the public policy of  
8   the state and a recognized governmental function to assist residents  
9   who are experiencing a temporary crisis in retaining stable housing,  
10   and by so doing to contribute to the general welfare. Decent housing  
11   for the people of Washington state is a most important public  
12   concern. An escalation of rents and scarcity of housing supply have  
13   made it difficult for many Washingtonians to obtain stable housing,  
14   especially if they lose housing after experiencing an extraordinary  
15   life event that temporarily leaves them without resources and income.  
16   It is the long-standing practice of the state to make rental  
17   assistance available in many such urgent situations, and it is the  
18   intent of the legislature to provide a payment on the tenant's behalf  
19   to the landlord in certain eviction proceedings to give the tenant  
20   additional time to access resources that allow the tenants to stay in  
21   their home.

1       **Sec. 2.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to  
2 read as follows:

3       A tenant of real property for a term less than life is (~~guilty~~  
4 ~~of~~) liable for unlawful detainer either:

5       (1) When he or she holds over or continues in possession, in  
6 person or by subtenant, of the property or any part thereof after the  
7 expiration of the term for which it is let to him or her. When real  
8 property is leased for a specified term or period by express or  
9 implied contract, whether written or oral, the tenancy shall be  
10 terminated without notice at the expiration of the specified term or  
11 period;

12       (2) When he or she, having leased property for an indefinite time  
13 with monthly or other periodic rent reserved, continues in possession  
14 thereof, in person or by subtenant, after the end of any such month  
15 or period, when the landlord, more than twenty days prior to the end  
16 of such month or period, has served notice (in manner in RCW  
17 59.12.040 provided) requiring him or her to quit the premises at the  
18 expiration of such month or period;

19       (3) When he or she continues in possession in person or by  
20 subtenant after a default in the payment of rent, and after notice in  
21 writing requiring in the alternative the payment of the rent or the  
22 surrender of the detained premises, served (in manner in RCW  
23 59.12.040 provided) (~~in~~) on behalf of the person entitled to the  
24 rent upon the person owing it, has remained uncomplied with for the  
25 period of three days after service (~~thereof~~), or for the period of  
26 fourteen days after service for tenancies under chapter 59.18 RCW.  
27 The notice may be served at any time after the rent becomes due. For  
28 the purposes of this subsection and as applied to tenancies under  
29 chapter 59.18 RCW, "rent" has the same meaning as defined in RCW  
30 59.18.030;

31       (4) When he or she continues in possession in person or by  
32 subtenant after a neglect or failure to keep or perform any (~~other~~)  
33 condition or covenant of the lease or agreement under which the  
34 property is held, including any covenant not to assign or sublet,  
35 other than one for the payment of rent, and after notice in writing  
36 requiring in the alternative the performance of such condition or  
37 covenant or the surrender of the property, served (in manner in RCW  
38 59.12.040 provided) upon him or her, and if there is a subtenant in  
39 actual possession of the premises, also upon such subtenant, shall  
40 remain uncomplied with for ten days after service thereof. Within ten

1 days after the service of such notice the tenant, or any subtenant in  
2 actual occupation of the premises, or any mortgagee of the term, or  
3 other person interested in its continuance, may perform such  
4 condition or covenant and thereby save the lease from such  
5 forfeiture. For the purposes of this subsection and as applied to  
6 tenancies under chapter 59.18 RCW, "rent" has the same meaning as  
7 defined in RCW 59.18.030;

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

14 (6) A person who, without the permission of the owner and without  
15 having color of title thereto, enters upon land of another and who  
16 fails or refuses to remove therefrom after three days' notice, in  
17 writing and served upon him or her in the manner provided in RCW  
18 59.12.040. Such person may also be subject to the criminal provisions  
19 of chapter 9A.52 RCW; or

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

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

24 (1) Every fourteen-day notice served pursuant to RCW 59.12.030(3)  
25 must be in substantially the following form:

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

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

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

32 **AND/OR**

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

34 **AND/OR**

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

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

38 **Note - payment must be by cash, cashier's check, money order, or**  
39 **certified funds pursuant to the terms of the rental agreement.**

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

8 **The Washington state Office of the Attorney General has this**  
9 **notice in multiple languages on its web site. You will also find**  
10 **information there on how to find a lawyer or advocate at low or no**  
11 **cost and any available resources to help you pay your rent.**  
12 **Alternatively, call 2-1-1 to learn about these services.**

13 **State law provides you the right to receive interpreter services**  
14 **at court.**  
15

16 OWNER/LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

17  
18 **WHERE TOTAL AMOUNT DUE IS TO BE PAID: \_\_\_\_ (owner/landlord name) \_\_\_\_**  
19 **\_\_\_\_\_ (address) \_\_\_\_\_ "**

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

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

25 (1) The office of the attorney general shall produce and maintain  
26 on its web site translated versions of the notice under section 3 of  
27 this act in the top ten languages spoken in Washington state and, at  
28 the discretion of the office of the attorney general, other  
29 languages. The notice must be made available upon request in printed  
30 form on one letter size paper, eight and one-half by eleven inches,  
31 and in an easily readable font size.

32 (2) The office of the attorney general shall also provide on its  
33 web site information on where tenants can access legal or advocacy  
34 resources, including information on any immigrant and cultural  
35 organizations where tenants can receive assistance in their primary  
36 language.

1       (3) The office of the attorney general may also produce and  
2 maintain on its web site translated versions of common notices used  
3 in unlawful detainer actions, including those relevant to subsidized  
4 tenancies, low-income housing tax credit programs, or the federal  
5 violence against women act.

6       **Sec. 5.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and  
7 amended to read as follows:

8       As used in this chapter:

9       (1) "Certificate of inspection" means an unsworn statement,  
10 declaration, verification, or certificate made in accordance with the  
11 requirements of RCW 9A.72.085 by a qualified inspector that states  
12 that the landlord has not failed to fulfill any substantial  
13 obligation imposed under RCW 59.18.060 that endangers or impairs the  
14 health or safety of a tenant, including (a) structural members that  
15 are of insufficient size or strength to carry imposed loads with  
16 safety, (b) exposure of the occupants to the weather, (c) plumbing  
17 and sanitation defects that directly expose the occupants to the risk  
18 of illness or injury, (d) not providing facilities adequate to supply  
19 heat and water and hot water as reasonably required by the tenant,  
20 (e) providing heating or ventilation systems that are not functional  
21 or are hazardous, (f) defective, hazardous, or missing electrical  
22 wiring or electrical service, (g) defective or hazardous exits that  
23 increase the risk of injury to occupants, and (h) conditions that  
24 increase the risk of fire.

25       (2) "Commercially reasonable manner," with respect to a sale of a  
26 deceased tenant's personal property, means a sale where every aspect  
27 of the sale, including the method, manner, time, place, and other  
28 terms, must be commercially reasonable. If commercially reasonable, a  
29 landlord may sell the tenant's property by public or private  
30 proceedings, by one or more contracts, as a unit or in parcels, and  
31 at any time and place and on any terms.

32       (3) "Comprehensive reusable tenant screening report" means a  
33 tenant screening report prepared by a consumer reporting agency at  
34 the direction of and paid for by the prospective tenant and made  
35 available directly to a prospective landlord at no charge, which  
36 contains all of the following: (a) A consumer credit report prepared  
37 by a consumer reporting agency within the past thirty days; (b) the  
38 prospective tenant's criminal history; (c) the prospective tenant's



1 eviction history; (d) an employment verification; and (e) the  
2 prospective tenant's address and rental history.

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

11 (5) "Designated person" means a person designated by the tenant  
12 under RCW 59.18.590.

13 (6) "Distressed home" has the same meaning as in RCW 61.34.020.

14 (7) "Distressed home conveyance" has the same meaning as in RCW  
15 61.34.020.

16 (8) "Distressed home purchaser" has the same meaning as in RCW  
17 61.34.020.

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

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

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

34 (12) "Gang-related activity" means any activity that occurs  
35 within the gang or advances a gang purpose.

36 (13) "In danger of foreclosure" means any of the following:

37 (a) The homeowner has defaulted on the mortgage and, under the  
38 terms of the mortgage, the mortgagee has the right to accelerate full  
39 payment of the mortgage and repossess, sell, or cause to be sold the  
40 property;

1 (b) The homeowner is at least thirty days delinquent on any loan  
2 that is secured by the property; or

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

6 (i) The mortgagee;

7 (ii) A person licensed or required to be licensed under chapter  
8 19.134 RCW;

9 (iii) A person licensed or required to be licensed under chapter  
10 19.146 RCW;

11 (iv) A person licensed or required to be licensed under chapter  
12 18.85 RCW;

13 (v) An attorney-at-law;

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

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

17 (14) "Landlord" means the owner, lessor, or sublessor of the  
18 dwelling unit or the property of which it is a part, and in addition  
19 means any person designated as representative of the owner, lessor,  
20 or sublessor including, but not limited to, an agent, a resident  
21 manager, or a designated property manager.

22 (15) "Mortgage" is used in the general sense and includes all  
23 instruments, including deeds of trust, that are used to secure an  
24 obligation by an interest in real property.

25 (16) "Owner" means one or more persons, jointly or severally, in  
26 whom is vested:

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

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

30 (17) "Person" means an individual, group of individuals,  
31 corporation, government, or governmental agency, business trust,  
32 estate, trust, partnership, or association, two or more persons  
33 having a joint or common interest, or any other legal or commercial  
34 entity.

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

38 (19) "Property" or "rental property" means all dwelling units on  
39 a contiguous quantity of land managed by the same landlord as a  
40 single, rental complex.

1 (20) "Prospective landlord" means a landlord or a person who  
2 advertises, solicits, offers, or otherwise holds a dwelling unit out  
3 as available for rent.

4 (21) "Prospective tenant" means a tenant or a person who has  
5 applied for residential housing that is governed under this chapter.

6 (22) "Qualified inspector" means a United States department of  
7 housing and urban development certified inspector; a Washington state  
8 licensed home inspector; an American society of home inspectors  
9 certified inspector; a private inspector certified by the national  
10 association of housing and redevelopment officials, the American  
11 association of code enforcement, or other comparable professional  
12 association as approved by the local municipality; a municipal code  
13 enforcement officer; a Washington licensed structural engineer; or a  
14 Washington licensed architect.

15 (23) "Reasonable attorneys' fees," where authorized in this  
16 chapter, means an amount to be determined including the following  
17 factors: The time and labor required, the novelty and difficulty of  
18 the questions involved, the skill requisite to perform the legal  
19 service properly, the fee customarily charged in the locality for  
20 similar legal services, the amount involved and the results obtained,  
21 and the experience, reputation and ability of the lawyer or lawyers  
22 performing the services.

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

28 (25) "Rent" or "rental amount" means recurring and periodic  
29 charges identified in the rental agreement for the use and occupancy  
30 of the premises, which may include charges for utilities. Except as  
31 provided in section 6(3) of this act, these terms do not include  
32 nonrecurring charges for costs incurred due to late payment, damages,  
33 deposits, legal costs, or other fees, including attorneys' fees.

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

37 ((+26+)) (27) A "single-family residence" is a structure  
38 maintained and used as a single dwelling unit. Notwithstanding that a  
39 dwelling unit shares one or more walls with another dwelling unit, it  
40 shall be deemed a single-family residence if it has direct access to

1 a street and shares neither heating facilities nor hot water  
2 equipment, nor any other essential facility or service, with any  
3 other dwelling unit.

4 ~~((+27+))~~ (28) A "tenant" is any person who is entitled to occupy  
5 a dwelling unit primarily for living or dwelling purposes under a  
6 rental agreement.

7 ~~((+28+))~~ (29) "Tenant representative" means:

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

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

15 (c) In the absence of a personal representative under (a) of this  
16 subsection or a person claiming to be a successor under (b) of this  
17 subsection, a designated person; or

18 (d) In the absence of a personal representative under (a) of this  
19 subsection, a person claiming to be a successor under (b) of this  
20 subsection, or a designated person under (c) of this subsection, any  
21 person who provides the landlord with reasonable evidence that he or  
22 she is a successor of the deceased tenant as defined in RCW  
23 11.62.005. The landlord has no obligation to identify all of the  
24 deceased tenant's successors.

25 ~~((+29+))~~ (30) "Tenant screening" means using a consumer report or  
26 other information about a prospective tenant in deciding whether to  
27 make or accept an offer for residential rental property to or from a  
28 prospective tenant.

29 ~~((+30+))~~ (31) "Tenant screening report" means a consumer report  
30 as defined in RCW 19.182.010 and any other information collected by a  
31 tenant screening service.

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

34 Under this chapter:

35 (1) A landlord must first apply any payment made by a tenant  
36 toward rent before applying any payment toward late payments,  
37 damages, legal costs, or other fees, including attorneys' fees.

38 (2) Except as provided in RCW 59.18.410, the tenant's right to  
39 possession of the premises may not be conditioned on a tenant's

1 payment or satisfaction of any monetary amount other than rent.  
2 However, this does not foreclose a landlord from pursuing other  
3 lawful remedies to collect late payments, legal costs, or other fees,  
4 including attorneys' fees.

5 (3) When, at the commencement of the tenancy, the landlord has  
6 provided an installment payment plan for nonrefundable fees or  
7 deposits for the security of the tenant's obligations and the tenant  
8 defaults in payment, the landlord may treat the default in payment as  
9 rent owing. Any rights the tenant and landlord have under this  
10 chapter with respect to rent owing equally apply under this  
11 subsection.

12 **Sec. 7.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to  
13 read as follows:

14 (1) If ((upon the)) at trial the verdict of the jury or, if the  
15 case ((be)) is tried without a jury, the finding of the court ((be))  
16 is in favor of the ((plaintiff)) landlord and against the  
17 ((defendant)) tenant, judgment shall be entered for the restitution  
18 of the premises; and if the proceeding ((be)) is for unlawful  
19 detainer after neglect or failure to perform any condition or  
20 covenant of a lease or agreement under which the property is held, or  
21 after default in the payment of rent, the judgment shall also declare  
22 the forfeiture of the lease, agreement, or tenancy. The jury, or the  
23 court, if the proceedings ((be)) are tried without a jury, shall also  
24 assess the damages arising out of the tenancy occasioned to the  
25 ((plaintiff)) landlord by any forcible entry, or by any forcible or  
26 unlawful detainer, alleged in the complaint and proved ((on the)) at  
27 trial, and, if the alleged unlawful detainer ((be after)) is based on  
28 default in the payment of rent, find the amount of any rent due, and  
29 the judgment shall be rendered against the ((defendant guilty of))  
30 tenant liable for the forcible entry, forcible detainer, or unlawful  
31 detainer for the amount of damages thus assessed ((and)), for the  
32 rent, if any, found due, and late fees if such fees are due under the  
33 lease and do not exceed seventy-five dollars in total. The court may  
34 award statutory costs ((and)). The court may also award reasonable  
35 ((attorney's)) attorneys' fees as provided in RCW 59.18.290.

36 (2) When the ((proceeding)) tenant is liable for ((an)) unlawful  
37 detainer after a default in the payment of rent, ((and the lease or  
38 agreement under which the rent is payable has not by its terms  
39 expired,)) execution upon the judgment shall not ((be issued)) occur

1 until the expiration of five court days after the entry of the  
2 judgment(~~((, within which))~~). Before such time has expired, the tenant  
3 or any subtenant, or any mortgagee of the term, or other party  
4 interested in the continuance of the tenancy, may pay into court  
5 (~~((for))~~) or to the landlord the amount of the ((judgment and costs,  
6 ~~and thereupon the judgment shall be satisfied and the))~~ rent due, any  
7 court costs incurred at the time of payment, late fees if such fees  
8 are due under the lease and do not exceed seventy-five dollars in  
9 total, and attorneys' fees if awarded, in which event any judgment  
10 entered shall be satisfied and the tenant restored to his or her  
11 tenancy((; but)). If a judgment has been satisfied, the landlord  
12 shall file a satisfaction of judgment with the court. A tenant  
13 seeking to exercise rights under this subsection shall pay an  
14 additional fifty dollars for each time the tenant was reinstated  
15 after judgment pursuant to this subsection within the previous twelve  
16 months prior to payment. If payment(~~((, as herein provided, be))~~) of  
17 the amount specified in this subsection is not made within five court  
18 days after the entry of the judgment, the judgment may be enforced  
19 for its full amount and for the possession of the premises.

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

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

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

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

35 (iv) The tenant's payment history;

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

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

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

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

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

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

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

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

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

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

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

17        NAME(S)

18        ADDRESS

19        CITY, STATE, ZIP

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

23        DATE

24        AMOUNT

25        DATE

26        AMOUNT

27        DATE

28        AMOUNT

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

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

37        DATE

38        SIGNATURE



1        LANDLORD/AGENT

2        NAME

3        ADDRESS

4        PHONE

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

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

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

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

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

39       (iii) If the department of commerce fails to disburse payment to  
40 the landlord for the judgment pursuant to this subsection (3)(e)

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

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

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

14 (4) If a tenant seeks to stay a writ of restitution issued  
15 pursuant to this chapter, the court may issue an ex parte stay of the  
16 writ of restitution provided the tenant or tenant's attorney submits  
17 a declaration indicating good faith efforts were made to notify the  
18 other party or, if no efforts were made, why notice could not be  
19 provided prior to the application for an ex parte stay, and  
20 describing the immediate or irreparable harm that may result if an  
21 immediate stay is not granted.

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

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

28 **Sec. 8.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to  
29 read as follows:

30 (1) The sheriff shall, upon receiving the writ of restitution,  
31 forthwith serve a copy thereof upon the ((defendant)) tenant, his or  
32 her agent, or attorney, or a person in possession of the premises,  
33 and shall not execute the same for three days thereafter(~~(, and the~~  
34 ~~defendant, or person in possession of the premises within three days~~  
35 ~~after the service of the writ of restitution may execute to the~~  
36 ~~plaintiff a bond to be filed with and approved by the clerk of the~~  
37 ~~court in such sum as may be fixed by the judge, with sufficient~~  
38 ~~surety to be approved by the clerk of the court, conditioned that~~  
39 ~~they will pay to the plaintiff such sum as the plaintiff may recover~~

1 ~~for the use and occupation of the premises, or any rent found due,~~  
2 ~~together with all damages the plaintiff may sustain by reason of the~~  
3 ~~defendant occupying or keeping possession of the premises, together~~  
4 ~~with all damages which the court theretofore has awarded to the~~  
5 ~~plaintiff as provided in this chapter, and also all the costs of the~~  
6 ~~action. If the writ of restitution was issued after alternative~~  
7 ~~service provided for in RCW 59.18.055, the court shall determine the~~  
8 ~~amount of the bond after considering the rent claimed and any other~~  
9 ~~factors the court deems relevant. The plaintiff, his or her agent or~~  
10 ~~attorneys, shall have notice of the time and place where the court or~~  
11 ~~judge thereof shall fix the amount of the defendant's bond, and shall~~  
12 ~~have notice and a reasonable opportunity to examine into the~~  
13 ~~qualification and sufficiency of the sureties upon the bond before~~  
14 ~~the bond shall be approved by the clerk)). After the issuance of a~~  
15 ~~writ of restitution, acceptance of a payment by the landlord ((or~~  
16 ~~plaintiff)) that only partially satisfies the judgment will not~~  
17 ~~invalidate the writ unless pursuant to a written agreement executed~~  
18 ~~by both parties. The eviction will not be postponed or stopped unless~~  
19 ~~a copy of that written agreement is provided to the sheriff. It is~~  
20 ~~the responsibility of the tenant ((or defendant)) to ensure a copy of~~  
21 ~~the agreement is provided to the sheriff. Upon receipt of the~~  
22 ~~agreement, the sheriff will cease action unless ordered to do~~  
23 ~~otherwise by the court. The writ of restitution and the notice that~~  
24 ~~accompanies the writ of restitution required under RCW 59.18.312~~  
25 ~~shall conspicuously state in bold face type, all capitals, not less~~  
26 ~~than twelve points information about partial payments as set forth in~~  
27 ~~subsection (2) of this section. If the writ of restitution has been~~  
28 ~~based upon a finding by the court that the tenant, subtenant,~~  
29 ~~sublessee, or a person residing at the rental premises has engaged in~~  
30 ~~drug-related activity or has allowed any other person to engage in~~  
31 ~~drug-related activity at those premises with his or her knowledge or~~  
32 ~~approval, neither the tenant((, the defendant,)) nor a person in~~  
33 ~~possession of the premises shall be entitled to post a bond in order~~  
34 ~~to retain possession of the premises. The writ may be served by the~~  
35 ~~sheriff, in the event he or she shall be unable to find the~~  
36 ~~((defendant)) tenant, an agent or attorney, or a person in possession~~  
37 ~~of the premises, by affixing a copy of the writ in a conspicuous~~  
38 ~~place upon the premises: PROVIDED, That the sheriff shall not require~~  
39 ~~any bond for the service or execution of the writ. The sheriff shall~~  
40 ~~be immune from all civil liability for serving and enforcing writs of~~

1 restitution unless the sheriff is grossly negligent in carrying out  
2 his or her duty.

3 (2) The notice accompanying a writ of restitution required under  
4 RCW 59.18.312 shall be substantially similar to the following:

5 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

6 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**  
7 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**  
8 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**  
9 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**  
10 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**  
11 **SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE**  
12 **AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER**  
13 **ACTION.**

14 **Sec. 9.** RCW 59.18.365 and 2008 c 75 s 1 are each amended to read  
15 as follows:

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

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

28 (a) By delivering a copy of the answer or notice of appearance to  
29 the person who signed the summons at the street address listed on the  
30 summons;

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

34 (c) By facsimile to the facsimile number listed on the summons.  
35 Service by facsimile is complete upon successful transmission to the  
36 facsimile number listed upon the summons;

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

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

IN THE SUPERIOR COURT OF THE  
STATE OF WASHINGTON  
IN AND  
FOR . . . . . COUNTY

Plaintiff/ <u>Landlord</u> / <u>Owner,</u>	}	NO.
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vs. EVICTION SUMMONS  
(Residential)

Defendant/  
Tenant/  
Occupant.

THIS IS (~~(NOTICE OF A LAWSUIT)~~) AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

(~~(PLEASE READ IT CAREFULLY.~~  
~~THE DEADLINE FOR)~~) YOUR **WRITTEN**  
RESPONSE (~~(IS)~~) MUST BE RECEIVED BY: 5:00 p.m., on . . . . .

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

~~((This is notice of a lawsuit to evict you from the property which you are renting. Your landlord is asking the court to terminate your tenancy, direct the sheriff to remove you and your belongings from the property, enter a money judgment against you for unpaid rent and/or damages for your use of the property, and for court costs and attorneys' fees.~~

~~If you want to defend yourself in this lawsuit, you must respond to the eviction complaint in writing on or before the deadline stated above. You must respond in writing even if no case number has been assigned by the court yet.~~

~~You can respond to the complaint in writing by delivering a copy of a notice of appearance or answer to your landlord's attorney (or your landlord if there is no attorney) by personal delivery, mailing, or facsimile to the address or facsimile number stated below **TO BE RECEIVED NO LATER THAN THE DEADLINE STATED ABOVE.** Service by facsimile is complete upon successful transmission to the facsimile number, if any, listed in the summons.~~

~~The notice of appearance or answer must include the name of this case (plaintiff(s) and defendant(s)), your name, the street address where further legal papers may be sent, your telephone number (if any), and your signature.~~

~~If there is a number on the upper right side of the eviction summons and complaint, you must also file your original notice of appearance or answer with the court clerk by the deadline for your written response.~~

~~You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing the summons. Within fourteen days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.~~

~~If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.~~

~~You may also be instructed in a separate order to appear for a court hearing on your eviction. If you receive an order to show cause you must personally appear at the hearing on the date indicated in the order to show cause~~ **IN ADDITION** ~~to delivering and filing your notice of appearance or answer by the deadline stated above.~~

~~IF YOU DO NOT RESPOND TO THE COMPLAINT IN WRITING BY THE DEADLINE STATED ABOVE YOU WILL LOSE BY DEFAULT. YOUR LANDLORD MAY PROCEED WITH THE LAWSUIT, EVEN IF YOU HAVE MOVED OUT OF THE PROPERTY.~~

~~The notice of appearance or answer must be delivered to:~~

Name \_\_\_\_\_

~~Street Address~~

.....  
Telephone Number

.....  
Facsimile Number (Required  
if Available)))

**GET HELP: If you do not respond by the deadline above, you will lose your right to defend yourself in court and could be evicted. If you cannot afford a lawyer, you may call 2-1-1. They can refer you to free or low-cost legal help. They can help you find help to pay for a lawyer.**

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

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

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

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

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

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

1       **Sec. 10.** RCW 59.18.290 and 2010 c 8 s 19028 are each amended to  
2 read as follows:

3       (1) It (~~((shall be))~~) is unlawful for the landlord to remove or  
4 exclude from the premises the tenant thereof except under a court  
5 order so authorizing. Any tenant so removed or excluded in violation  
6 of this section may recover possession of the property or terminate  
7 the rental agreement and, in either case, may recover the actual  
8 damages sustained. The prevailing party may recover the costs of suit  
9 or arbitration and reasonable (~~((attorney's))~~) attorneys' fees.

10       (2) It (~~((shall be))~~) is unlawful for the tenant to hold over in  
11 the premises or exclude the landlord therefrom after the termination  
12 of the rental agreement except under a valid court order so  
13 authorizing. Any landlord so deprived of possession of premises in  
14 violation of this section may recover possession of the property and  
15 damages sustained by him or her, and the prevailing party may recover  
16 his or her costs of suit or arbitration and reasonable (~~((attorney's))~~)  
17 attorneys' fees subject to subsections (3) and (4) of this section.

18       (3) Where the court has entered a judgment in favor of the  
19 landlord restoring possession of the property to the landlord, the  
20 court may award reasonable attorneys' fees to the landlord; however,  
21 the court shall not award attorneys' fees in the following instances:

22       (a) If the judgment for possession is entered after the tenant  
23 failed to appear; or

24       (b) If the total amount of rent awarded in the judgment for rent  
25 is equal to or less than two months of the tenant's monthly contract  
26 rent or one thousand two hundred dollars, whichever is greater.

27       (4) If a tenant has filed a motion to stay a writ of restitution  
28 from execution, the court may only award attorneys' fees to the  
29 landlord if the tenant is permitted to be reinstated. Any attorneys'  
30 fees awarded shall be subject to repayment pursuant to RCW  
31 59.18.410(3).

32       **Sec. 11.** RCW 59.18.055 and 1997 c 86 s 1 are each amended to  
33 read as follows:

34       (1) When the (~~((plaintiff))~~) landlord, after the exercise of due  
35 diligence, is unable to personally serve the summons on the  
36 (~~((defendant))~~) tenant, the (~~((court))~~) landlord may (~~((authorize))~~) use  
37 the alternative means of service (~~((described herein. Upon filing of~~  
38 ~~an affidavit from the person or persons attempting service describing~~  
39 ~~those attempts, and the filing of an affidavit from the plaintiff,~~



1 ~~plaintiff's agent, or plaintiff's attorney stating the belief that~~  
2 ~~the defendant cannot be found, the court may enter an order~~  
3 ~~authorizing service of the summons)) as follows:~~

4 (a) The summons and complaint shall be posted in a conspicuous  
5 place on the premises unlawfully held, not less than nine days from  
6 the return date stated in the summons; and

7 (b) Copies of the summons and complaint shall be deposited in the  
8 mail, postage prepaid, by both regular mail and certified mail  
9 directed to the ~~((defendant's))~~ tenant's or ~~((defendants'))~~ tenants'  
10 last known address not less than nine days from the return date  
11 stated in the summons.

12 (2) When service on the ~~((defendant))~~ tenant or ~~((defendants))~~  
13 ~~tenants~~ is accomplished by this alternative procedure, the court's  
14 jurisdiction is limited to restoring possession of the premises to  
15 the ~~((plaintiff))~~ landlord and no money judgment may be entered  
16 against the ~~((defendant))~~ tenant or ~~((defendants))~~ tenants until such  
17 time as jurisdiction over the ~~((defendant))~~ tenant or ~~((defendants))~~  
18 ~~tenants~~ is obtained.

19 ~~((+2))~~ (3) Before the entry of any judgment or issuance of a  
20 writ of restitution due to the tenant's failure to appear, the  
21 landlord shall provide the court with a declaration from the person  
22 or persons who served the tenant that describes the service achieved,  
23 and if by alternative service pursuant to this section, that  
24 describes the efforts at personal service before alternative service  
25 was used and a declaration from the landlord stating his or her  
26 belief that the tenant cannot be found.

27 (4) For the purposes of subsection (1) of this section, the  
28 exercise of due diligence is met if the landlord attempts personal  
29 service on the tenant at least three times over not less than two  
30 days and at different times of the day.

31 (5) This section shall apply to this chapter and chapter 59.20  
32 RCW.

33 **Sec. 12.** RCW 43.31.605 and 2018 c 66 s 2 are each amended to  
34 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       ~~((a))~~ **(i)** Up to one thousand dollars for improvements  
6 identified in RCW 59.18.255(1)(a). In order to be eligible for  
7 reimbursement under this subsection (1)~~((a))~~ **(b)(i)**, the landlord  
8 must pay for the first five hundred dollars for improvements, and  
9 rent to the tenant whose housing subsidy program was conditioned on  
10 the real property passing inspection. Reimbursement under this  
11 subsection (1)~~((a))~~ **(b)(i)** may also include up to fourteen days of  
12 lost rental income from the date of offer of housing to the applicant  
13 whose housing subsidy program was conditioned on the real property  
14 passing inspection until move in by that applicant;

15       ~~((b))~~ **(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       ~~((c))~~ **(iii)** Reimbursement for damages established pursuant to  
20 subsection (2) of this section; and

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

24       **(c)** Claims related to landlord mitigation for an unpaid judgment  
25 for rent, late fees, attorneys' fees, and costs after a court order  
26 pursuant to RCW 59.18.410(3), including any unpaid portion of the  
27 judgment after the tenant defaults on the payment plan pursuant to  
28 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord  
29 mitigation program account and are exempt from any postjudgment  
30 interest required under RCW 4.56.110. Any claim for reimbursement  
31 under this subsection (1)(c) is not an entitlement.

32       **(i)** The department shall provide for a form on its web site for  
33 tenants and landlords to apply for reimbursement funds for the  
34 landlord pursuant to this subsection (1)(c).

35       **(ii)** The form must include: (A) Space for the landlord and tenant  
36 to provide names, mailing addresses, phone numbers, date of birth for  
37 the tenant, and any other identifying information necessary for the  
38 department to process payment; (B) the landlord's statewide vendor  
39 identification number and how to obtain one; (C) name and address to  
40 whom payment must be made; (D) the amount of the judgment with

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

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

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

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

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

39 (vii) If at any time funds do not exist in the landlord  
40 mitigation program account to reimburse claims submitted under this

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

9 (2) In order for a claim under subsection (1)(~~(e)~~) (b)(iii) of  
10 this section to be eligible for reimbursement from the landlord  
11 mitigation program account, a landlord must:

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

17 (b) Make repairs and then apply for reimbursement to the  
18 department;

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (12) Neither the state, the department, or persons acting on  
39 behalf of the department, while acting within the scope of their  
40 employment or agency, is liable to any person for any loss, damage,

1 harm, or other consequence resulting directly or indirectly from the  
2 department's administration of the landlord mitigation program or  
3 determinations under this section.

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

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

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

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

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

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

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

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

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

33 (14) As used in this section:

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

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

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

9 **Sec. 13.** RCW 43.31.615 and 2018 c 66 s 3 are each amended to  
10 read as follows:

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

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

32 NEW SECTION. **Sec. 14.** If specific funding for the purposes of  
33 this act, referencing this act by bill or chapter number, is not  
34 provided by June 30, 2019, in the omnibus capital or omnibus  
35 appropriations acts, this act is null and void.

--- END ---



## Land Use & Environment Committee

### Plan for August 12, 2019 Housing Roundtable Discussion

**Agenda Date:** 7/18/2019  
**Agenda Item Number:** 6.C  
**File Number:** 19-0665

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**Type:** discussion **Version:** 1 **Status:** In Committee

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**Title**

Plan for August 12, 2019 Housing Roundtable Discussion

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Discuss the planning for the August 12, 2019, Housing Roundtable. No action requested.

**Report**

**Issue:**

Whether to discuss the planning for the Housing Roundtable hosted by the Land Use and Environment Committee on August 12, 2019.

**Staff Contact:**

Keith Stahley, Community Planning and Development Director 360.753.8227.

**Presenter(s):**

Keith Stahley, Director Community Planning and Development Director  
Cary Retlin, Housing Program Manager

**Background and Analysis:**

The Land Use and Environment Committee will host a Housing Roundtable on August 12, 2019 from 1:00 PM to 5:00. The committee anticipates hosting two sessions with the first focused on production of low income and supportive housing and the second focused on encouraging affordable housing construction and market rate construction. Provide staff with feedback about the agenda and meeting design.

The production of affordable housing, supportive housing and market rate housing in our community continues to be a challenge. Rental rates are increasing and putting ever greater pressure on individuals and families to meet their basic needs, and home ownership is becoming more unattainable.



The committee plans to invite individuals with knowledge about supportive, affordable, low-income and market-rate housing development will join in a round table discussion to consider barriers and solutions to encourage greater housing production along this continuum.

**Neighborhood/Community Interests:**

Affordable housing is an issue that affects the entire community.

**Options:**

1. Provide feedback and direction to staff to help shape the agenda and meeting design for the August 12, 2019 Housing Roundtable Discussion.

**Financial Impact:**

None

**Attachments:**

None