

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE SENATE BILL 5600

66th Legislature
2019 Regular Session

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

President of the Senate

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

Speaker of the House of Representatives

Approved

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.

Secretary

FILED

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE SENATE BILL 5600

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 Lias)

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.

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

3 IN THE SUPERIOR COURT OF THE
4 STATE OF WASHINGTON
5 IN AND
6 FOR COUNTY

7 Plaintiff/ } NO.
8 Landlord/ }
9 Owner, }
10 }

11
12
13
14
15 vs. EVICTION SUMMONS
16 (Residential)

17 Defendant/
18 Tenant/
19 Occupant.

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

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

25 TO: (Defendant's Name)
26 (Defendant's Address)

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

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

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

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

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

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

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

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

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

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

35

36 Name

37

38 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.

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