
ENGROSSED SUBSTITUTE SENATE BILL 6378

State of Washington

66th Legislature

2020 Regular Session

By Senate Housing Stability & Affordability (originally sponsored by Senators Kuderer, Darneille, Das, and Lovelett)

READ FIRST TIME 01/28/20.

1 AN ACT Relating to residential tenant protections; amending RCW
2 59.18.057, 59.18.063, 59.18.365, 59.18.410, 59.18.230, 59.18.290, and
3 43.31.605; creating a new section; and declaring an emergency.

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

5 NEW SECTION. **Sec. 1.** The legislature finds that despite the
6 passage of several eviction reforms during the 2019 regular
7 legislative session there is a need to clarify certain reforms and to
8 address the unintended effects and oversights that have limited the
9 impact and remedial nature of these reforms available to tenants.
10 Specifically, the legislature finds that further clarity is required
11 as to how and when tenants can access emergency rental assistance to
12 pay off unlawful detainer judgment amounts and have their tenancies
13 reinstated before judgment, when landlords can issue pay or vacate
14 notices to tenants whose primary source of income is regular, monthly
15 governmental assistance, and that a landlord cannot threaten a tenant
16 with eviction for failure to pay fees not related to rent. As a
17 result, the legislature intends with this act to make such
18 modifications to ensure that tenants with limited to no resources
19 maintain stable housing.

1 **Sec. 2.** RCW 59.18.057 and 2019 c 356 s 3 are each amended to
2 read as follows:

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

5 "TO:

6 AND TO:

7 ADDRESS:

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

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

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

14 **AND/OR**

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

16 **AND/OR**

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

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

20 **Note - payment must be (~~by cash~~) made pursuant to the terms of**
21 **the rental agreement or by nonelectronic means including, but not**
22 **limited to, cashier's check, money order, or other certified funds**
23 **(~~pursuant to the terms of the rental agreement~~)**.

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

31 **The Washington state Office of the Attorney General has this**
32 **notice in multiple languages on its web site. You will also find**
33 **information there on how to find a lawyer or advocate at low or no**
34 **cost and any available resources to help you pay your rent.**
35 **Alternatively, for no-cost legal assistance for low-income renters**
36 **call 2-1-1 (~~to learn about these services~~) or the Northwest Justice**
37 **Project CLEAR Hotline outside King County (888) 201-1014 weekdays**
38 **between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60**

1 and over). You may find additional information to help you at [http://](http://www.washingtonlawhelp.org)
2 www.washingtonlawhelp.org.

3 State law provides you the right to receive interpreter services
4 at court.
5

6 OWNER/LANDLORD: _____ DATE: _____

7
8 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ___ (owner/landlord name) ___
9 _____ (address) _____ "

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

13 **Sec. 3.** RCW 59.18.063 and 2011 c 132 s 4 are each amended to
14 read as follows:

15 (1) A landlord may refuse to accept cash for any payment of rent
16 made by a tenant, but shall provide a receipt for any payment made by
17 a tenant in the form of cash when the landlord accepts cash.

18 (2) A landlord shall provide, upon the request of a tenant, a
19 written receipt for any payments made by the tenant in a form other
20 than cash.

21 **Sec. 4.** RCW 59.18.365 and 2019 c 356 s 9 are each amended to
22 read as follows:

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

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

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

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

7 (c) By facsimile to the facsimile number listed on the summons.
8 Service by facsimile is complete upon successful transmission to the
9 facsimile number listed upon the summons;

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

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

13 IN THE SUPERIOR COURT OF THE
14 STATE OF WASHINGTON
15 IN AND
16 FOR COUNTY

17 Plaintiff/ } NO.
18 Landlord/ }
19 Owner, }
20 }
21 }
22 }
23 }

24 vs. EVICTION SUMMONS
25 (Residential)

26 Defendant/
27 Tenant/
28 Occupant.

29 THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.
30 YOUR **WRITTEN**

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

32 TO: (Defendant's Name)
33 (Defendant's Address)

34 **GET HELP: If you do not respond by the deadline above, you will**
35 **lose your right to defend yourself in court and could be evicted.** If
36 you cannot afford a lawyer, you may call 2-1-1 or the Northwest
37 Justice Project CLEAR Hotline outside King County (888) 201-1014

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

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

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

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

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

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

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

34 **Sec. 5.** RCW 59.18.410 and 2019 c 356 s 7 are each amended to
35 read as follows:

- 36 (1) If at trial the verdict of the jury or, if the case is tried
37 without a jury, the finding of the court is in favor of the landlord
38 and against the tenant, judgment shall be entered for the restitution
39 of the premises; and if the proceeding is for unlawful detainer after

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

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

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

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

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

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

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

40 (iv) The tenant's payment history;

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

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

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

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

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

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

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

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

1 of restitution under this subsection (3)(c)(iii) shall require the
2 tenant to serve a copy of the order on the landlord by personal
3 delivery, first-class mail, facsimile, or email if agreed to by the
4 parties.

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

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

20 NOTICE OF DEFAULT FOR RENT AND/OR PAYMENT PLAN ORDERED BY COURT
21 NAME(S)
22 ADDRESS
23 CITY, STATE, ZIP

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

27 DATE
28 AMOUNT
29 DATE
30 AMOUNT
31 DATE
32 AMOUNT

33 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE
34 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL
35 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR
36 PAYMENT PLAN IN THE AMOUNT OF \$.
37 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL
38 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY

1 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT
2 YOU ARE RENTING.

3 DATE

4 SIGNATURE

5 LANDLORD/AGENT

6 NAME

7 ADDRESS

8 PHONE

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

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

17 (d) A tenant who has been served with three or more notices to
18 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
19 within twelve months prior to the notice to pay or vacate upon which
20 the proceeding is based may not seek relief under this subsection
21 (3).

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

32 (ii) After a finding that the tenant is low-income, limited
33 resourced, or experiencing hardship, the court may issue an order:
34 (A) Finding that the landlord is eligible to receive on behalf of the
35 tenant and may apply for reimbursement from the landlord mitigation
36 program; and (B) directing the clerk to remit, without further order
37 of the court, any future payments made by the tenant in order to
38 reimburse the department of commerce pursuant to RCW
39 43.31.605(1)(c)(iii). In accordance with RCW 43.31.605(1)(c), such an

1 order must be accompanied by a copy of the order staying the writ of
2 restitution. Nothing in this subsection (3)(~~(e)~~) (e) shall be
3 deemed to obligate the department of commerce to provide assistance
4 in claim reimbursement through the landlord mitigation program if
5 there are not sufficient funds.

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

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

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

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

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

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

38 **Sec. 6.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to
39 read as follows:

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

7 (b) A landlord may not threaten a tenant with eviction for
8 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

10 (a) Agrees to waive or to forgo rights or remedies under this
11 chapter; or

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

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

16 (d) Agrees to the exculpation or limitation of any liability of
17 the landlord arising under law or to indemnify the landlord for that
18 liability or the costs connected therewith; or

19 (e) And landlord have agreed to a particular arbitrator at the
20 time the rental agreement is entered into.

21 (3) A provision prohibited by subsection (2) of this section
22 included in a rental agreement is unenforceable. If a landlord
23 deliberately uses a rental agreement containing provisions known by
24 him or her to be prohibited, the tenant may recover actual damages
25 sustained by him or her, statutory damages not to exceed five hundred
26 dollars, costs of suit, and reasonable attorneys' fees.

27 (4) The common law right of the landlord of distress for rent is
28 hereby abolished for property covered by this chapter. Any provision
29 in a rental agreement creating a lien upon the personal property of
30 the tenant or authorizing a distress for rent is null and void and of
31 no force and effect. Any landlord who takes or detains the personal
32 property of a tenant without the specific written consent of the
33 tenant to such incident of taking or detention, and who, after
34 written demand by the tenant for the return of his or her personal
35 property, refuses to return the same promptly shall be liable to the
36 tenant for the value of the property retained, actual damages, and if
37 the refusal is intentional, may also be liable for damages of up to
38 five hundred dollars per day but not to exceed five thousand dollars,
39 for each day or part of a day that the tenant is deprived of his or

1 her property. The prevailing party may recover his or her costs of
2 suit and a reasonable attorneys' fee.

3 In any action, including actions pursuant to chapters 7.64 or
4 12.28 RCW, brought by a tenant or other person to recover possession
5 of his or her personal property taken or detained by a landlord in
6 violation of this section, the court, upon motion and after notice to
7 the opposing parties, may waive or reduce any bond requirements where
8 it appears to be to the satisfaction of the court that the moving
9 party is proceeding in good faith and has, prima facie, a meritorious
10 claim for immediate delivery or redelivery of said property.

11 **Sec. 7.** RCW 59.18.290 and 2019 c 356 s 10 are each amended to
12 read as follows:

13 (1) It is unlawful for the landlord to remove or exclude from the
14 premises the tenant thereof except under a court order so
15 authorizing. Any tenant so removed or excluded in violation of this
16 section may recover possession of the property or terminate the
17 rental agreement and, in either case, may recover the actual damages
18 sustained. The prevailing party may recover the costs of suit or
19 arbitration and reasonable attorneys' fees.

20 (2) It is unlawful for the tenant to hold over in the premises or
21 exclude the landlord therefrom after the termination of the rental
22 agreement except under a valid court order so authorizing. Any
23 landlord so deprived of possession of premises in violation of this
24 section may recover possession of the property and damages sustained
25 by him or her, and the prevailing party may recover his or her costs
26 of suit or arbitration and reasonable attorneys' fees subject to
27 subsections (3) and (4) of this section.

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

32 (a) If the judgment for possession is entered after the tenant
33 failed to (~~appear~~) respond to a pleading or other notice requiring
34 a response authorized under this chapter; or

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

38 (4) If a tenant has filed a motion to stay a writ of restitution
39 from execution, the court may only award attorneys' fees to the

1 landlord if the tenant is permitted to be reinstated pursuant to RCW
2 59.18.410(3). Any attorneys' fees awarded shall be subject to
3 repayment pursuant to RCW 59.18.410(3).

4 **Sec. 8.** RCW 43.31.605 and 2019 c 356 s 12 are each amended to
5 read as follows:

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

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

14 (i) Up to one thousand dollars for improvements identified in RCW
15 59.18.255(1)(a). In order to be eligible for reimbursement under this
16 subsection (1)(b)(i), the landlord must pay for the first five
17 hundred dollars for improvements, and rent to the tenant whose
18 housing subsidy program was conditioned on the real property passing
19 inspection. Reimbursement under this subsection (1)(b)(i) may also
20 include up to fourteen days of lost rental income from the date of
21 offer of housing to the applicant whose housing subsidy program was
22 conditioned on the real property passing inspection until move in by
23 that applicant;

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

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

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

32 (c) Claims related to landlord mitigation for an unpaid judgment
33 for rent, late fees, attorneys' fees, and costs after a court order
34 pursuant to RCW 59.18.410(3), including any unpaid portion of the
35 judgment after the tenant defaults on the payment plan pursuant to
36 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord
37 mitigation program account and are exempt from any postjudgment
38 interest required under RCW 4.56.110. Any claim for reimbursement
39 made pursuant to RCW 59.18.410(3)(e)(ii) must be accompanied by a

1 court order staying the writ of restitution pursuant to RCW
2 59.18.410(3). Any claim for reimbursement under this subsection
3 (1)(c) is not an entitlement.

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

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

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

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

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

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

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

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

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

30 (b) Make repairs and then apply for reimbursement to the
31 department;

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

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

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

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

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

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

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

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

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

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

37 (9) A landlord denied reimbursement under subsection (1)(b)(iii)
38 of this section may seek to obtain a judgment from a court of
39 competent jurisdiction and, if successful, may resubmit a claim for
40 damages supported by the judgment, along with a certified copy of the

1 judgment. The department may reimburse the landlord for that portion
2 of such judgment that is based on damages reimbursable under the
3 landlord mitigation program, subject to the limitations set forth in
4 this section.

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

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

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

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

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

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

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

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

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

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

39 (vi) An evaluation of the feasibility for expanding the use of
40 the mitigation fund to provide up to ninety-day no interest loans to

1 landlords who have not received timely rental payments from a housing
2 authority that is administering section 8 rental assistance;

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

6 (14) As used in this section:

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

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

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

22 NEW SECTION. **Sec. 9.** Sections 5 through 8 of this act are
23 necessary for the immediate preservation of the public peace, health,
24 or safety, or support of the state government and its existing public
25 institutions, and take effect immediately.

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