

WASHINGTON EVICTION PROCESS OVERVIEW

Governor Inslee's Bridge Proclamation at-a-glance:

- As of July 1, 2021 the statewide eviction moratorium is over and has been replaced by a new bridge proclamation. Tenants still have protections against eviction for nonpayment of rent but the new proclamation is very different. People should take time to learn about the new protections.
- The most important thing is that tenants who are behind in rent should apply for rental assistance and get proof that they have applied. Through September 30, tenants who have applied cannot be evicted for nonpayment of rent. Find a local rental assistance program [here](#).
- People living in hotels, motels, airbnbs, long-term care facilities, and other non-traditional housing are not protected under the new proclamation.
- Tenants who earn 200% or less of the federal poverty line qualify for a free lawyer under the state's new Right to Counsel program and should immediately seek legal assistance if they receive eviction notices. (200% of the federal poverty line is \$25,760 for one person or \$53,000 for a family of four.) Call the statewide eviction defense screening line to get access to a lawyer: 855-657-8387. If you qualify for a free attorney but the program is unable to assign you an attorney, the eviction process should not proceed until you are assigned an attorney.

Important resources:

- Attorney General's question and complaint form about the statewide eviction proclamation is [here](#) or call (833) 660-4877.

<https://fortress.wa.gov/atg/formhandler/Ago/COVID19TenancyProclamationQuestionForm.aspx>

Tenants Union of Washington State Tenants Rights Hotline: 206-723-0500

- Visit WashingtonLawHelp.org to learn about housing and other rights.

-Find a local rental assistance program [here](#).

-[Download a graphic](#) designed to help tenants know their rights from the Housing Justice Project.

Governor Jay Inslee has signed a proclamation that replaces the statewide eviction moratoriums. [The proclamation](#) is in effect from July 1 - September 30, 2021

Starting July 1, 2021 landlords may evict for any of the reasons outlined in the new statewide just cause protections, except for nonpayment of rent. For nonpayment of rent, there are special rules. Please see below.

*Note that many local jurisdictions have stronger protections that limit the reasons a landlord can evict including Seattle, Burien, Federal Way, Auburn, and unincorporated King County. Some local jurisdictions have also passed stronger protections against nonpayment of rent including Seattle, Burien, Kenmore, Kirkland, and unincorporated King County. Be sure to contact a trained

tenants' rights counsel such as those available via the [Tenants Union of Washington State](#) to learn how state and local protections work to protect you (see below for a list of key resources to learn your rights).

Eviction for any reason other than not paying rent must at least follow the below list of reasons and notification periods. Again, local protections may not allow some of these reasons – be sure to learn about your rights.

Reasons for termination of tenancy	Length of notice required
Nonpayment of rent	14-day pay or vacate
Substantial breach of a material term of a subsidized housing program requirement, or of a material lease term, or a tenant obligation imposed by law.	10-day comply or vacate
Tenant commits waste or nuisance upon the premises, illegal activity, or other substantial or repeated and unreasonable interference with the use and enjoyment of the premises.	3-day notice to vacate.
Owner or immediate family member wants to occupy the unit and no substantially equivalent unit is vacant.	90-day notice to vacate
Owner puts single family residence up for sale. Owner must make a reasonable attempt to sell the dwelling within 30 days after the tenant has vacated.	90-day notice to vacate
Landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises (per RCW 59.18.200 (2) (c))	120-day notice to vacate
Landlord plans to convert the property to condominiums per RCW 64.34.440 or RCW 64.90.655	120-day notice to vacate
The premises has been condemned by a local agency charged with the authority to issue such an order.	30-day notice to vacate or as much as possible if the condemnation order does not allow for 30 days' notice
Landlord wants roommate to move (limited to roommates who they share a common kitchen or bathroom area with)	20-day notice to vacate
Transitional housing program is completed or tenant has aged out (transitional housing is defined in section 1 of the bill)	30-day notice to vacate
Landlord offered a reasonable new rental agreement and tenant refused to sign (does not apply to month-to-month tenants and new rental agreement must have been provided to the tenant 30-days prior to the expiration of the current rental agreement).	Unspecified other than new rental agreement must have been provided the new rental agreement at least 30-days prior to the

	expiration of the current rental agreement.
Tenant knowingly and intentionally misrepresented material facts in their application for housing that would have resulted in denial of housing or adverse action by the landlord.	30-day notice to vacate
Other good cause that represents a legitimate economic or business reason not otherwise covered or related to a basis for ending tenancies under the bill. When a landlord relies on this basis for terminating tenancy, the court may stay a writ of restitution for up to 60 additional days.	60-day notice to vacate
Within a one year period a tenant has committed four or more substantial breaches of a material program term of subsidized housing, or a substantial breach of a material term of the lease or rental agreement or of a tenant obligation imposed by law. Each notice must have been in writing, must specify the violation, provide the tenant with an opportunity to cure the violation and must pertain to four or more separate incidents or occurrences.	60-day notice to vacate
Tenant was required to register as a sex offender during the tenancy or failed to disclose a requirement to register when required on the rental application.	60-day notice to vacate
Tenant made unwanted sexual advances or acts of sexual harassment directed at the landlord, employee of the landlord or another tenant based on the person's race, gender or other protected status in violation of any covenant or term in the lease.	20-day notice to vacate
Occupants remain after main tenant vacates and they had resided with the tenant for at least six months prior to the tenant vacating. Landlord can give the remaining tenants a 30-days' notice to vacate or a 30-days' notice to apply as a tenant. If the tenants receive a notice to apply and fail to apply within the 30-day time period, the landlord can proceed to an eviction without further notice. If the tenants apply and are denied, the landlord can proceed to an eviction. This section does not apply to subsidized housing.	30-day notice to vacate or 30-day notice to apply as a tenant.

EVICTIONS FOR NONPAYMENT OF RENT

Generally, tenants living in hotels, motels, airbnbs or long-term care facilities are not protected by the eviction restrictions outlined below. Please contact free legal aid or call the Tenants Union for more clarification. Sometimes a tenant lives in such situations but has established a landlord/tenant relationship that does provide protections.

UNPAID RENT BETWEEN FEBRUARY 29, 2020 AND JULY 31, 2021

For tenants who have outstanding rent owed from between Feb 29, 2020 and July 31, 2021 a landlord may only evict starting August 1, 2021 in the following circumstances:

**If a tenant is unable to pay rent in August or September, a landlord may evict for that unpaid rent under certain (different from below) circumstances. Please read further for the eviction process for unpaid August 2021 or September 2021 rent).*

- Each county rental assistance grant recipient has attested that they have an operational rental assistance program to the Department of Commerce.
- Each eviction resolution pilot program has attested that they have an operational eviction resolution pilot program to the Office of the Administration of the Courts, to the Office of Financial Management and to the Office of Civil Legal Aid.
- The landlord has given a tenant written notice of the funding resources and programs established in SB 5160.
- A landlord has offered a reasonable repayment plan and the tenant has refused or failed to respond within 14 days (for example, the tenant must respond within that timeframe to offer a counter repayment plan, accept the payment plan, etc.)
- The tenant has been provided an opportunity to attend mediation and has failed to respond or has refused to participate.
- As of July 1, 2021 the tenant has failed or refused to apply for rental assistance (tenants who applied prior should apply again).
- Tenants who earn 200% or less of the federal poverty line qualify for a free attorney under the state's new Right to Counsel program and should immediately seek legal assistance if they receive eviction notices. 200% of the federal poverty line is approximately \$25,760 for one person or \$53,000 for a family of four. Call the statewide eviction defense screening line to get access to a lawyer: 855-657-8387. If you qualify for a free attorney but the program is unable to assign you an attorney, the eviction process should not proceed until you are assigned an attorney.

UNPAID AUGUST 2021 OR SEPTEMBER 2021 RENT

For tenants who also or only are unable to pay August or September rent, they can only be evicted in the following circumstances:

- If the tenant has not applied for rental assistance (all tenants should be sure to get proof that they have applied so that they can use this as a defense to any eviction).

- If a tenant otherwise lives in a jurisdiction in which the rental assistance program is anticipating receipt of additional rental assistance resources but has not yet started their program or the rental assistance program is not yet accepting new applications for assistance.
- Tenants who have not received information from their landlord on the resources and programs established in SB 5160 (including the Eviction Resolution Pilot Program).
- Tenants who have not been offered a reasonable repayment plan and the option to attend mediation through a local Eviction Resolution Pilot Program.
- Note that the Statewide Eviction Proclamation in place until September 30th requires that any rent paid on or after August 1, 2021 is applied to the current rent before applying towards arrears.

LIMITS ON LATE FEES OR OTHER CHARGES

Landlords are prohibited from assessing or threatening to assess late fees for nonpayment of rent related to the dwelling where nonpayment occurred due to COVID-19 between February 29, 2020 and December 31, 2021 (both the proclamation and SB 5160 set limits on late fees, hence the date of December 31, 2021).

RENT INCREASES

While the order does not prohibit rent increases, any rent notice increases that were prohibited pursuant to the statewide moratoriums (most rent increases expect for those for certain tenants in manufactured housing communities with a special kind of lease that included rent increases) and they continue to be prohibited and may not be retroactively imposed. Any rent increases issued within the effective dates of this order must conform to RCW 59.18.140. Landlords accepting funds through state and/or federal rent assistance program may be prohibited from increasing rents as part of state or local program guidelines.

PAYMENT PLANS

No landlord can evict or threaten to evict if:

- The landlord has made no attempt to establish a reasonable payment plan in accordance with SB 5160,
- Or if the landlord and tenant cannot agree on a plan and no eviction resolution pilot program per SB 5160 exists.
- “Reasonable payment plans” in accordance with SB 5160 means a repayment plan or schedule for unpaid rent that does not exceed monthly payments equal to one-third of the monthly rental charges during the period of accrued debt.
- Tenants must respond within 14 days of the landlords offer, per the timeline established in SB 5160.

- If a tenant fails to accept the terms of a reasonable repayment plan or if the tenant defaults on any rent owed under a repayment plan, a landlord must first provide notice to the tenant informing the tenant of the eviction resolution pilot program, and then follow the procedures provided by E2SSB 5160, before filing an unlawful detainer action. The pilot program must be operational at the time the notice is sent and must be able to provide the tenant with an opportunity to participate in the program.

MORE ON PAYMENT PLANS

Landlords are required to offer tenants a reasonable repayment plan that is in accordance with the below standards. If your landlord previously offered a payment plan that is not in accordance with these standards, you may be able to require your landlord to offer a new one even if you signed the other plan. Seek advice from a qualified tenants' rights counselor for more information.

- Under state law, even after September 30, landlords are required to offer a payment plan to tenants who accrued arrears between March 1, 2020 and six months after the state of emergency is lifted. As of the time of the latest update to this document (August 24th, 2021)) the state of emergency is still in effect.
- The payment plan must provide a reasonable schedule for repayment of the unpaid rent that does not exceed monthly payments equal to one-third of the monthly rental charged during the period of accrued debt.
For example, a tenant who is charged \$1,800 in rent per month must be offered a reasonable payment plan that requires payments of no more than \$600 per month. Tenants are still required to also pay current rent during the repayment plan period.
- If a tenant fails to accept the terms of a reasonable payment plan within 14-days of the landlords offer, the landlord may be able to proceed with an eviction for nonpayment of rent, but is still subject to any requirements of the eviction resolution pilot program. Until September 30, 2021 landlords must also provide tenants information about funding resources and programs created by SB 5160.
- If a tenant defaults on any rent owed under a payment plan, the landlord may proceed with eviction or may be apply to the Landlord Mitigation Fund for reimbursement.
- If the landlord proceeds with eviction, the court must consider the tenant's circumstances, including decreased income or increased expenses due to COVID-19, and the repayment plan terms offered during any unlawful detainer proceeding.
- The payment plan is restricted in the following manner:
 - It cannot require payment until after 30 days that it is offered to the tenant,
 - It an only include rent and cannot include late fees, attorney fees or other fees and charges,
 - It must allow for payments from any source of income as defined in RCW 59.18.255 (5), or pledges from nonprofits, etc.
 - It must not include provisions or be conditioned on the tenant's compliance with the

rental agreement, the payment of attorney fees, or court costs or other costs if the tenant defaults on the agreement, a requirement that the tenant apply for government benefits or provide proof of government benefits, or require the tenant to waive their rights to notice under RCW 59.12.030 or related provisions.

- It is a defense against eviction that a landlord didn't offer a payment plan as required under 5160.

OTHER EVICTION PROTECTIONS UNDER SB 5160 (these protections remain in effect after September 30th unless otherwise noted).

- A landlord may not charge or impose any late fees or other charges against any tenant for the nonpayment of rent that became due between March 1, 2020 and December 31, 2021.
- Landlords are prohibited from reporting to prospective landlords that a tenant was unable to pay rent or was evicted due to nonpayment of rent that accrued between March 1, 2020, and six months following the expiration of the eviction moratorium.
- A prospective landlord may not take an adverse action based on a prospective tenant's nonpayment of rent that occurred between March 1, 2020, and the six months following the expiration of the eviction moratorium.
- A landlord may not deny housing or inquire about a tenants' medical history, including exposure to COVID-19.
- Landlords who violate the tenants' rights regarding any of the four bullets above is liable in a civil action for up to two and one-half times the monthly rent of the real property at issue, as well as court costs and reasonable attorneys' fees and a court must impose this penalty in an amount necessary to deter future violations, payable to the tenant bringing the action.
- Landlords are no longer able to limit access to a court by requiring tenants to pay alleged arrears into the court registry. RCW 59.18.375 is repealed.
- For the period extending one year beyond the expiration of the eviction moratorium, restrictions on the reinstatement of tenancy for tenants who receive 3 or more pay or vacate notices in a one-year period are lifted if the tenant demonstrates an ability to pay by means of disbursement through the landlord mitigation program.

RESOURCES TO HELP YOU KNOW AND ENFORCE YOUR RIGHTS

- Statewide eviction defense screening line: 855-657-8387 (not operational until August 2)
- Attorney General's question and complaint form regarding the statewide eviction proclamation: (833) 660-4877 or <https://fortress.wa.gov/atg/formhandler/Ago/COVID19TenancyProclamationQuestionForm.aspx>
- Tenants Union of Washington State Tenants Rights Hotline: 206-723-0500
- WashingtonLawHelp.org

ADDITIONAL INFORMATION ON THE STATEWIDE EVICTION PROCLAMATION “BRIDGE” IN PLACE JULY 1 – SEPTEMBER 30TH:

Who attests to the program being “operational” and who do they attest to?

- 1) Rental assistance grant recipients attest to the Department of Commerce. [Check here to see which counties have attested to having an “operational” program in place.](#)
- 2) Mediation programs attest to the Administrative Office of the Courts, Office of Civil Legal Aid and the Office of Financial Management.
- 3) Additionally, such attestations should be posted to the local county or court public-facing website.

What is considered an “operational rental assistance program”?

The order states: “For purposes of this order, an operational rental assistance program means a program located in the county in which the rental property is located, is receiving or able to receive applications for rental assistance from eligible renters and landlords, is currently disbursing or is able to disburse funds, and remains open throughout the time period of this order.” And it, “must be accessible to persons with limited English proficiency (including access to appropriate professional interpreter services) and either accessible to persons with disabilities or able to serve persons with disabilities by providing a reasonable accommodation.”

What is considered an “operational eviction resolution pilot program”?

The order states: “For purposes of this order, an operational eviction resolution pilot program means a program that complies with the provisions of Section 7 of E2SSB 5160, is located in the county in which the property is located, is serving or is able to serve pilot program clients, and is located in a jurisdiction in which a standing judicial order of the relevant superior court exists. If an out-of-county resolution program is accepting out-of-county applications, a tenant and landlord may agree, but are not required, to use an operational eviction resolution program located in a different county.” And it, “must be accessible to persons with limited English proficiency (including access to appropriate professional interpreter services) and either accessible to persons with disabilities or able to serve persons with disabilities by providing a reasonable accommodation.”