



Changes in Eviction Laws in 2019



Summary of Changes

- Limits evictions for non-rent charges
- Requires payment to be made to rent before all other charges
- Expands reinstatement
- Abolishes requirement for landlords to get court order to perform alternative service
- Authorizes courts to give tenants payment plans in their discretion
- Limits awards of attorney's fees
- Creates fund to help tenants who fall behind on rent
- Provides for ex parte stays



Definition of Rent

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

- **Limits rent to only recurring/periodic charges identified in the rental agreement.**
- **Excludes legal fees, late charges, court costs, and other nonrecurring charges.**
- **Excludes deposits unless part of a payment plan at the commencement of tenancy**



Why does the definition of rent matter?

- Under new law, tenant cannot be evicted for failing to pay non-rent charges. Sec. 6(2)
- All payments must be first applied to rent before non-rent charges. Sec. 6(1).



Notice to Pay Rent and Summons

- The Notice is now a 14 day notice from a three day notice.
- New prescribed forms for summons and notice to pay or vacate that includes information about 211 and other resources
- Information will be posted on Attorney General's website and in multiple languages.
- 14 day notice is now a *soft deadline, not a hard one*.

FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES

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

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

AND/OR

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

AND/OR

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

TOTAL AMOUNT DUE: \$ (dollar amount)

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

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

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

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

OWNER/LANDLORD: _____ DATE: _____

WHERE TOTAL AMOUNT DUE IS TO BE PAID: __ (owner/landlord name) _____
_____ (address) _____ "



Alternative Service

- No court order needed to perform alternative service
- Otherwise same standard regarding personal jurisdiction as before



Reinstatement and Changes to 59.18.410

- The new bill offers several ways for tenants to reinstate their tenancies after default in rent.



What can go into the judgment?

- Rent owed
- Late fee of up to \$75.00 if lease provides for late fee
- Court costs
- Attorney's fees (as restricted in RCW 59.18.290)



Attorney's Fees

- Reasonable attorney's fees may be awarded
- BUT no fees awarded if:
 - Tenant fails to appear
 - Amount owed is less than 2 months of the contract rent
 - Amount owed is less than \$1,200.00
- If a tenant asks for a stay of the writ but is not allowed to stay, then no additional attorney's fees can be awarded for the appearance.



Reinstatement Changes in Summary

Old Law

- Tenant has three days to pay after notice.
- After three days, landlord does not have to accept rent.
- Under 59.18.410, if a tenant has an unexpired lease, the tenant can reinstate after judgment if tenant can pay judgment and costs.

New Law

- Tenant has fourteen days to pay after notice.
- Tenant can still pay after expiration of fourteen days, but may have to pay additional costs and has up to five days after judgment.
- If tenant can't pay full amount, may ask for payment plan.
- Tenant can also ask court to have Dept. of Commerce to pay off balance.



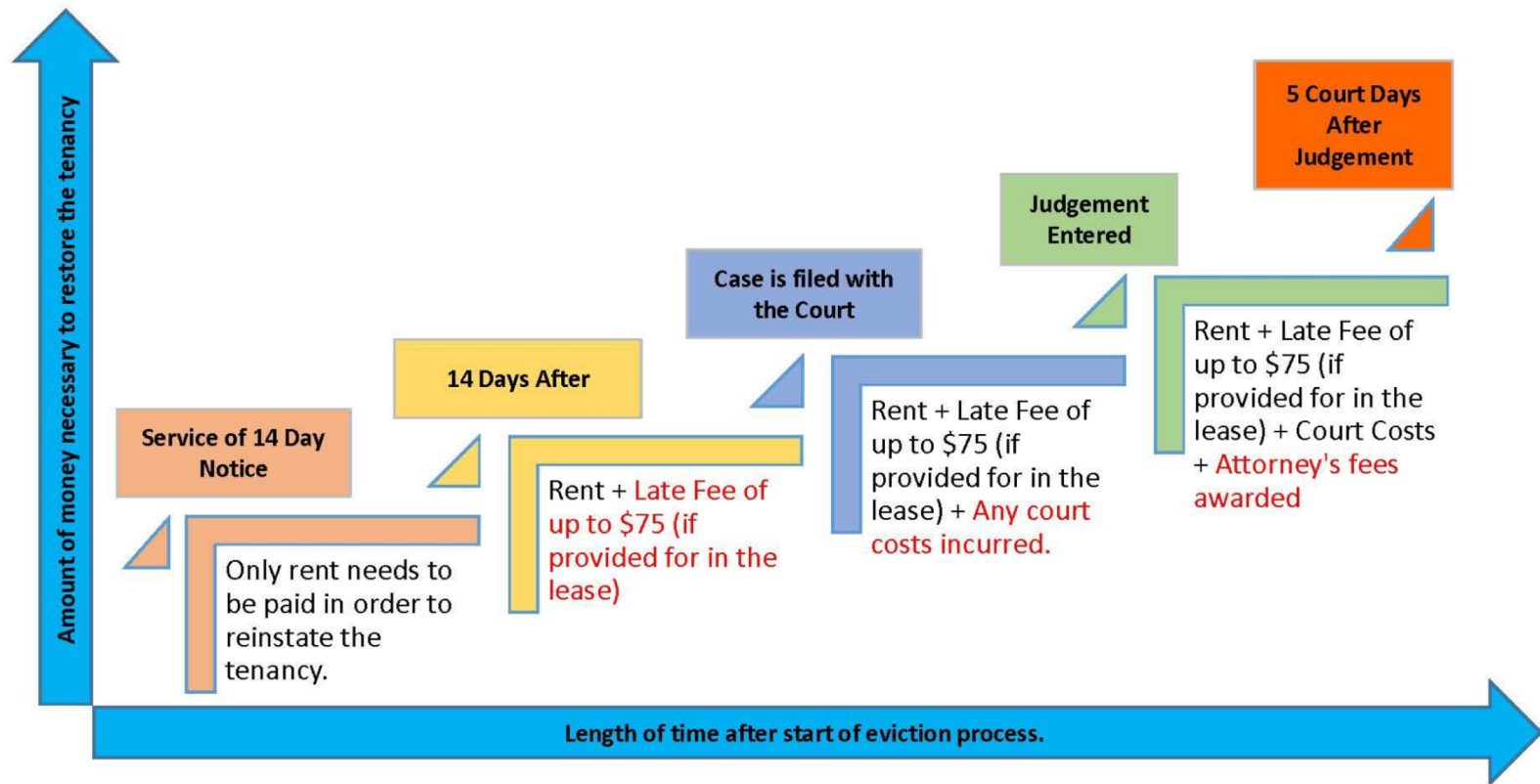
Reinstatement under Sec. 7(2)

Old Law

- Need unexpired lease
- Can only pay after judgment is issued
- Have five days after judgment to pay
- Have to pay judgment and costs

New Law

- Do not need an unexpired lease
- Can pay before or after judgment
- Depending on when payment is made, may not have to pay attorney's fees or court costs
- No limit on number of times can be used





Additional Late Fee

- If tenant has reinstated after a judgment has issued within the previous 12 months, then tenant must include an additional \$50 when reinstating



Reinstatement under Sec. 7(3): Judicial Discretion

- As an alternative to reinstatement under Sec. 7(2), the tenant can ask for a payment plan from the court within the court's discretion.
- There are three routes:
 - Tenants pays out of pocket
 - Tenant relies on charity such as Home Base
 - Landlord Mitigation Fund



Judicial Discretion Sec. 7(3)

- **Tenant can seek payment plan:**
 - **At show cause hearing**
 - **Any time before execution of writ of restitution**



Judicial Discretion Sec. 7(3)

At any hearing under this provision, court must make determination that tenant is low-income, limited resourced, or experiencing hardship. This is not a requirement of obtaining the payment plan, but is only for the mitigation.



Judicial Discretion Sec. 7(3)

When can a tenant obtain a payment plan?

- If less than three pay or vacate notices in last twelve months
- Court must consider following factors in addition:
 - Whether tenant acted willfully in failing to pay
 - Whether failure to pay was due to exigent circumstances
 - Whether tenant is in substantial compliance with lease
 - How readily tenant can pay
 - Tenant's payment history
 - Hardship on tenant if evicted
 - Conduct related to other notices within last six months



Payment Plan Sec. 7(3)

If court orders payment plan, there are three ways the tenant could pay the landlord

- 1) Out of Pocket**
- 2) Through nonprofit or government assistance**
- 3) Landlord Mitigation fund**



Payment Plan: Out of Pocket

- Tenant must pay one month's rent within five court days of Order
- Tenant must remain current with ongoing payments
 - EXCEPT if payment plan is ordered after 15th, then the next month's rent can be factored into the payment plan
- Tenant must be able to pay the full judgment within 90 days of the Order
- Total amount within any thirty-day-period must be equal to at least one month's rent.



Payment Plan: Out of Pocket

- For the first payment of one month's rent, the writ will run concurrently and the tenant must pay and obtain a stay of the writ.
- After that first payment, the landlord must serve a "three day pay or vacate" on the tenant if the tenant misses a subsequent payment, but if the tenant then fails to pay, the sheriff can execute the writ.



Payment Plan: Rental Assistance

- If tenant is relying on rental assistance from a non-profit or government entity, then the “out of pocket” rules don’t apply. Sec. 7(3)(c)(iv)



Payment Plan: Landlord Mitigation Fund

- In lieu of paying out of pocket or with rental assistance, tenant or landlord can seek assistance from the Landlord Mitigation Fund. Sec. 7(3)(e)
- Essentially, writ if vacated and the landlord would have thirty days to get reimbursed from the Department of Commerce
- Tenant has to then pay back the Department of Commerce via the court registry; failing to do so could result in a future denial of an application for future funds.