
ENGROSSED SUBSTITUTE SENATE BILL 5197

State of Washington

68th Legislature

2023 Regular Session

By Senate Housing (originally sponsored by Senators Kuderer, Saldaña, Frame, Nguyen, Nobles, Wellman, and C. Wilson)

READ FIRST TIME 02/09/23.

1 AN ACT Relating to addressing landlord-tenant relations by
2 providing technical changes to eviction notice forms and modifying
3 certain eviction processes; amending RCW 59.18.410 and 59.18.057; and
4 adding a new section to chapter 59.18 RCW.

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

6 NEW SECTION. **Sec. 1.** A new section is added to chapter 59.18
7 RCW to read as follows:

8 In any forcible or unlawful detainer proceeding before the court:

9 (1) Any party, including an attorney or witness, upon written
10 notice to the court, must be permitted to appear and participate in
11 the proceeding remotely by video conference, or by telephone if
12 authorized by the judge, at no cost to either party.

13 (2) Any party must be permitted to make an emergency application
14 by phone or video conference and file such documents by email, fax,
15 or other means that can be performed remotely.

16 **Sec. 2.** RCW 59.18.410 and 2021 c 115 s 17 are each amended to
17 read as follows:

18 (1) If at trial the verdict of the jury or, if the case is tried
19 without a jury, the finding of the court is in favor of the landlord
20 and against the tenant, judgment shall be entered for the restitution

1 of the premises; and if the proceeding is for unlawful detainer after
2 neglect or failure to perform any condition or covenant of a lease or
3 agreement under which the property is held, or after default in the
4 payment of rent, the judgment shall also declare the forfeiture of
5 the lease, agreement, or tenancy. The jury, or the court, if the
6 proceedings are tried without a jury, shall also assess the damages
7 arising out of the tenancy occasioned to the landlord by any forcible
8 entry, or by any forcible or unlawful detainer, alleged in the
9 complaint and proved at trial, and, if the alleged unlawful detainer
10 is based on default in the payment of rent, find the amount of any
11 rent due, and the judgment shall be rendered against the tenant
12 liable for the forcible entry, forcible detainer, or unlawful
13 detainer for the amount of damages thus assessed, for the rent, if
14 any, found due, and late fees if such fees are due under the lease
15 and do not exceed (~~seventy-five dollars~~) \$75 in total. The court
16 may award statutory costs. The court may also award reasonable
17 attorneys' fees as provided in RCW 59.18.290.

18 (2) When the tenant is liable for unlawful detainer after a
19 default in the payment of rent, execution upon the judgment shall not
20 occur until the expiration of five court days after the entry of the
21 judgment. Before entry of a judgment or until five court days have
22 expired after entry of the judgment, unless the tenant provides a
23 pledge of financial assistance letter from a government or nonprofit
24 entity, in which case the tenant has until the date of eviction, the
25 tenant or any subtenant, or any mortgagee of the term, or other party
26 interested in the continuance of the tenancy, may pay into court or
27 to the landlord the amount of the rent due, any court costs incurred
28 at the time of payment, late fees if such fees are due under the
29 lease and do not exceed (~~seventy-five dollars~~) \$75 in total, and
30 attorneys' fees if awarded, in which event any judgment entered shall
31 be satisfied and the tenant restored to his or her tenancy. If the
32 tenant seeks to restore his or her tenancy after entry of a judgment,
33 the tenant may tender the amount stated within the judgment as long
34 as that amount does not exceed the amount authorized under subsection
35 (1) of this section. If a tenant seeks to restore his or her tenancy
36 and pay the amount set forth in this subsection with funds acquired
37 through an emergency rental assistance program provided by a
38 governmental or nonprofit entity, the tenant shall provide a copy of
39 the pledge of emergency rental assistance provided from the
40 appropriate governmental or nonprofit entity and have an opportunity

1 to exercise such rights under this subsection, which may include a
2 stay of judgment and provision by the landlord of documentation
3 necessary for processing the assistance. The landlord shall accept
4 any pledge of emergency rental assistance funds provided to the
5 tenant from a governmental or nonprofit entity before the expiration
6 of any pay or vacate notice for nonpayment of rent for the full
7 amount of the rent owing under the rental agreement. The landlord
8 shall accept any written pledge of emergency rental assistance funds
9 provided to the tenant from a governmental or nonprofit entity after
10 the expiration of the pay or vacate notice if the pledge will
11 contribute to the total payment of both the amount of rent due,
12 including any current rent, and other amounts if required under this
13 subsection. The landlord shall suspend any court action for (~~seven~~)
14 14 court days after providing necessary payment information to the
15 nonprofit or governmental entity to allow for payment of the
16 emergency rental assistance funds. By accepting such pledge of
17 emergency rental assistance, the landlord is not required to enter
18 into any additional conditions not related to the provision of
19 necessary payment information and documentation. If a judgment has
20 been satisfied, the landlord shall file a satisfaction of judgment
21 with the court. A tenant seeking to exercise rights under this
22 subsection shall pay an additional (~~fifty dollars~~) \$50 for each
23 time the tenant was reinstated after judgment pursuant to this
24 subsection within the previous (~~twelve~~) 12 months prior to payment.
25 If payment of the amount specified in this subsection is not made
26 within five court days after the entry of the judgment, the judgment
27 may be enforced for its full amount and for the possession of the
28 premises.

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

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

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

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

5 (iv) The tenant's payment history;

6 (v) Whether the tenant is otherwise in substantial compliance
7 with the rental agreement;

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

9 (vii) Conduct related to other notices served within the last six
10 months.

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

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

18 (i) The court shall not stay the writ of restitution more than
19 (~~ninety~~) 90 days from the date of order, but may order repayment of
20 the judgment balance within such time. If the payment plan is to
21 exceed (~~thirty~~) 30 days, the total cumulative payments for each
22 (~~thirty-day~~) 30-day period following the order shall be no less
23 than one month of the tenant's share of the rent, and the total
24 amount of the judgment and all additional rent that is due shall be
25 paid within (~~ninety~~) 90 days.

26 (ii) Within any payment plan ordered by the court, the court
27 shall require the tenant to pay to the landlord or to the court one
28 month's rent within five court days of issuance of the order. If the
29 date of the order is on or before the (~~fifteenth~~) 15th of the
30 month, the tenant shall remain current with ongoing rental payments
31 as they become due for the duration of the payment plan; if the date
32 of the order is after the (~~fifteenth~~) 15th of the month, the tenant
33 shall have the option to apportion the following month's rental
34 payment within the payment plan, but monthly rental payments
35 thereafter shall be paid according to the rental agreement.

36 (iii) The sheriff may serve the writ of restitution upon the
37 tenant before the expiration of the five court days of issuance of
38 the order; however, the sheriff shall not execute the writ of
39 restitution until after expiration of the five court days in order
40 for payment to be made of one month's rent as required by (c)(ii) of

1 this subsection. In the event payment is made as provided in (c)(ii)
2 of this subsection for one month's rent, the court shall stay the
3 writ of restitution ex parte without prior notice to the landlord
4 upon the tenant filing and presenting a motion to stay with a
5 declaration of proof of payment demonstrating full compliance with
6 the required payment of one month's rent. Any order staying the writ
7 of restitution under this subsection (3)(c)(iii) shall require the
8 tenant to serve a copy of the order on the landlord by personal
9 delivery, first-class mail, facsimile, or email if agreed to by the
10 parties.

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

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

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

27 NAME(S)

28 ADDRESS

29 CITY, STATE, ZIP

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

33 DATE

34 AMOUNT

35 DATE

36 AMOUNT

37 DATE

38 AMOUNT

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

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

9 DATE

10 SIGNATURE

11 LANDLORD/AGENT

12 NAME

13 ADDRESS

14 PHONE

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

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

23 (d) A tenant who has been served with three or more notices to
24 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
25 within twelve months prior to the notice to pay or vacate upon which
26 the proceeding is based may not seek relief under this subsection
27 (3), unless the court determines any of the notices served were
28 invalid or did not otherwise comply with the requirements of this
29 chapter.

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

1 (ii) After a finding that the tenant is low-income, limited
2 resourced, or experiencing hardship, the court may issue an order:
3 (A) Finding that the landlord is eligible to receive on behalf of the
4 tenant and may apply for reimbursement from the landlord mitigation
5 program; and (B) directing the clerk to remit, without further order
6 of the court, any future payments made by the tenant in order to
7 reimburse the department of commerce pursuant to RCW 43.31.605(1)
8 ~~((e))~~ (b)(iii). In accordance with RCW 43.31.605(1)~~((e))~~ (b),
9 such an order must be accompanied by a copy of the order staying the
10 writ of restitution. Nothing in this subsection (3)(e) shall be
11 deemed to obligate the department of commerce to provide assistance
12 in claim reimbursement through the landlord mitigation program if
13 there are not sufficient funds.

14 (iii) If the department of commerce fails to disburse payment to
15 the landlord for the judgment pursuant to this subsection (3)(e)
16 within ~~((thirty))~~ 30 days from submission of the application, the
17 landlord may renew an application for a writ of restitution pursuant
18 to RCW 59.18.370 and for other rent owed by the tenant since the time
19 of entry of the prior judgment. In such event, the tenant may
20 exercise rights afforded under this section.

21 (iv) Upon payment by the department of commerce to the landlord
22 for the remaining or total amount of the judgment, as applicable, the
23 judgment is satisfied and the landlord shall file a satisfaction of
24 judgment with the court.

25 (v) Nothing in this subsection (3)(e) prohibits the landlord from
26 otherwise applying for reimbursement for an unpaid judgment pursuant
27 to RCW 43.31.605(1)~~((e))~~ (b) after the tenant defaults on a payment
28 plan ordered pursuant to (c) of this subsection.

29 ~~((For the period extending one year beyond the expiration of
30 the eviction moratorium, if))~~ If a tenant demonstrates an ability to
31 pay in order to reinstate the tenancy by means of disbursement
32 through the landlord mitigation program account established within
33 RCW 43.31.605(1)~~((e))~~ (b):

34 (A) Any restrictions imposed under (d) of this subsection do not
35 apply in determining if a tenant is eligible for reinstatement under
36 this subsection (3); and

37 (B) Reimbursement on behalf of the tenant to the landlord under
38 RCW 43.31.605(1)~~((e))~~ (b) may include up to three months of
39 prospective rent to stabilize the tenancy as determined by the court.

1 (4) If a tenant seeks to stay a writ of restitution issued
2 pursuant to this chapter, the court may issue an ex parte stay of the
3 writ of restitution provided the tenant or tenant's attorney submits
4 a declaration indicating good faith efforts were made to notify the
5 other party or, if no efforts were made, why notice could not be
6 provided prior to the application for an ex parte stay, and
7 describing the immediate or irreparable harm that may result if an
8 immediate stay is not granted. The court shall require service of the
9 order and motion to stay the writ of restitution by personal
10 delivery, mail, facsimile, or other means most likely to afford all
11 parties notice of the court date.

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

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

18 **Sec. 3.** RCW 59.18.057 and 2021 c 115 s 10 are each amended to
19 read as follows:

20 (1) Every 14-day notice served pursuant to RCW 59.12.030(3) must
21 be in substantially the following form:

22 "TO:
23 _____
24 AND TO:
25 _____
26 ADDRESS:
27 _____

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

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

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

34 **AND/OR**

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

36 **AND/OR**

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

TOTAL AMOUNT DUE: \$ (dollar amount)

1 Note - payment must be made pursuant to the terms of the rental
2 agreement or by nonelectronic means including, but not limited to,
3 cashier's check, money order, or other certified funds.

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

11 The Washington state Office of the Attorney General has this
12 notice in multiple languages as well as information on available
13 resources to help you pay your rent, including state and local rental
14 assistance programs, on its website at [www.atg.wa.gov/landlord-](http://www.atg.wa.gov/landlord-tenant)
15 [tenant](http://www.atg.wa.gov/landlord-tenant).

16 State law provides you the right to legal representation and the
17 court may be able to appoint a lawyer to represent you without cost
18 to you if you are a qualifying low-income renter. If you believe you
19 are a qualifying low-income renter and would like an attorney
20 appointed to represent you, please contact the Eviction Defense
21 Screening Line at 855-657-8387 or apply online at [https://](https://nwjustice.org/apply-online)
22 nwjustice.org/apply-online. For additional resources, call 2-1-1 or
23 the Northwest Justice Project CLEAR Hotline outside King County (888)
24 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111
25 for seniors (age 60 and over). You may find additional information to
26 help you at <http://www.washingtonlawhelp.org>. Free or low-cost
27 mediation services to assist in nonpayment of rent disputes before
28 any judicial proceedings occur are also available at dispute
29 resolution centers throughout the state. You can find your nearest
30 dispute resolution center at <https://www.resolutionwa.org>.

31 State law also provides you the right to receive interpreter
32 services at court.
33

34 OWNER/LANDLORD: _____ DATE: _____

35
36 WHERE TOTAL AMOUNT DUE IS TO BE PAID: ____ (owner/landlord name) ____
37 _____ (address) _____ "

1 (2) (~~Upon expiration of the eviction resolution pilot program~~
2 ~~established under RCW 59.18.660:~~
3 ~~(a) The landlord must also provide the notice required in this~~
4 ~~section to the dispute resolution center located within or serving~~
5 ~~the county in which the dwelling unit is located. It is a defense to~~
6 ~~an eviction under RCW 59.12.030 that a landlord did not provide~~
7 ~~additional notice under this subsection.~~
8 ~~(b) Dispute resolution centers are encouraged to notify the~~
9 ~~housing justice project or northwest justice project located within~~
10 ~~or serving the county in which the dispute resolution center is~~
11 ~~located, as appropriate, once notice is received from the landlord~~
12 ~~under this subsection.~~
13 ~~(3))~~ The form required in this section does not abrogate any
14 additional notice requirements to tenants as required by federal,
15 state, or local law.

--- END ---