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**ENGROSSED SUBSTITUTE SENATE BILL 5197**

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AS AMENDED BY THE HOUSE

Passed Legislature - 2023 Regular Session

**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) Hearings may be conducted in person or remotely in order to  
10 enhance access for all parties. At the court's discretion, parties,  
11 witnesses, and others authorized by this chapter to participate in  
12 forcible or unlawful detainer proceedings may attend a hearing  
13 pursuant to this chapter, in person or remotely, including by  
14 telephone, video, or other electronic means where possible. The court  
15 shall grant any request for a remote appearance unless the court  
16 finds good cause to require in-person attendance or attendance  
17 through a specific means. Courts shall require assurances of the  
18 identity of persons who appear by telephone, video, or other  
19 electronic means. Courts may not charge fees for remote appearances.  
20 Courts shall provide instructions for remote access either on the

1 official court website or in writing directly to the party requesting  
2 to appear remotely, or both.

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

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

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

28 (2) When the tenant is liable for unlawful detainer after a  
29 default in the payment of rent, execution upon the judgment shall not  
30 occur until the expiration of five court days after the entry of the  
31 judgment. Before entry of a judgment or until five court days have  
32 expired after entry of the judgment, unless the tenant provides a  
33 pledge of financial assistance letter from a government or nonprofit  
34 entity, in which case the tenant has until the date of eviction, the  
35 tenant or any subtenant, or any mortgagee of the term, or other party  
36 interested in the continuance of the tenancy, may pay into court or  
37 to the landlord the amount of the rent due, any court costs incurred  
38 at the time of payment, late fees if such fees are due under the  
39 lease and do not exceed ((~~seventy-five dollars~~)) \$75 in total, and

1 attorneys' fees if awarded, in which event any judgment entered shall  
2 be satisfied and the tenant restored to his or her tenancy. If the  
3 tenant seeks to restore his or her tenancy after entry of a judgment,  
4 the tenant may tender the amount stated within the judgment as long  
5 as that amount does not exceed the amount authorized under subsection  
6 (1) of this section. If a tenant seeks to restore his or her tenancy  
7 and pay the amount set forth in this subsection with funds acquired  
8 through an emergency rental assistance program provided by a  
9 governmental or nonprofit entity, the tenant shall provide a copy of  
10 the pledge of emergency rental assistance provided from the  
11 appropriate governmental or nonprofit entity and have an opportunity  
12 to exercise such rights under this subsection, which may include a  
13 stay of judgment and provision by the landlord of documentation  
14 necessary for processing the assistance. The landlord shall accept  
15 any pledge of emergency rental assistance funds provided to the  
16 tenant from a governmental or nonprofit entity before the expiration  
17 of any pay or vacate notice for nonpayment of rent for the full  
18 amount of the rent owing under the rental agreement. The landlord  
19 shall accept any written pledge of emergency rental assistance funds  
20 provided to the tenant from a governmental or nonprofit entity after  
21 the expiration of the pay or vacate notice if the pledge will  
22 contribute to the total payment of both the amount of rent due,  
23 including any current rent, and other amounts if required under this  
24 subsection. The landlord shall suspend any court action for (~~seven~~)  
25 14 court days after providing necessary payment information to the  
26 nonprofit or governmental entity to allow for payment of the  
27 emergency rental assistance funds. By accepting such pledge of  
28 emergency rental assistance, the landlord is not required to enter  
29 into any additional conditions not related to the provision of  
30 necessary payment information and documentation. If a judgment has  
31 been satisfied, the landlord shall file a satisfaction of judgment  
32 with the court. A tenant seeking to exercise rights under this  
33 subsection shall pay an additional (~~fifty dollars~~) \$50 for each  
34 time the tenant was reinstated after judgment pursuant to this  
35 subsection within the previous (~~twelve~~) 12 months prior to payment.  
36 If payment of the amount specified in this subsection is not made  
37 within five court days after the entry of the judgment, the judgment  
38 may be enforced for its full amount and for the possession of the  
39 premises.

1 (3) (a) Following the entry of a judgment in favor of the landlord  
2 and against the tenant for the restitution of the premises and  
3 forfeiture of the tenancy due to nonpayment of rent, the court, at  
4 the time of the show cause hearing or trial, or upon subsequent  
5 motion of the tenant but before the execution of the writ of  
6 restitution, may stay the writ of restitution upon good cause and on  
7 such terms that the court deems fair and just for both parties. In  
8 making this decision, the court shall consider evidence of the  
9 following factors:

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

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

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

16 (iv) The tenant's payment history;

17 (v) Whether the tenant is otherwise in substantial compliance  
18 with the rental agreement;

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

20 (vii) Conduct related to other notices served within the last six  
21 months.

22 (b) The burden of proof for such relief under this subsection (3)  
23 shall be on the tenant. If the tenant seeks relief pursuant to this  
24 subsection (3) at the time of the show cause hearing, the court shall  
25 hear the matter at the time of the show cause hearing or as  
26 expeditiously as possible so as to avoid unnecessary delay or  
27 hardship on the parties.

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

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

37 (ii) Within any payment plan ordered by the court, the court  
38 shall require the tenant to pay to the landlord or to the court one  
39 month's rent within five court days of issuance of the order. If the  
40 date of the order is on or before the (~~fifteenth~~) 15th of the

1 month, the tenant shall remain current with ongoing rental payments  
2 as they become due for the duration of the payment plan; if the date  
3 of the order is after the (~~fifteenth~~) 15th of the month, the tenant  
4 shall have the option to apportion the following month's rental  
5 payment within the payment plan, but monthly rental payments  
6 thereafter shall be paid according to the rental agreement.

7 (iii) The sheriff may serve the writ of restitution upon the  
8 tenant before the expiration of the five court days of issuance of  
9 the order; however, the sheriff shall not execute the writ of  
10 restitution until after expiration of the five court days in order  
11 for payment to be made of one month's rent as required by (c)(ii) of  
12 this subsection. In the event payment is made as provided in (c)(ii)  
13 of this subsection for one month's rent, the court shall stay the  
14 writ of restitution ex parte without prior notice to the landlord  
15 upon the tenant filing and presenting a motion to stay with a  
16 declaration of proof of payment demonstrating full compliance with  
17 the required payment of one month's rent. Any order staying the writ  
18 of restitution under this subsection (3)(c)(iii) shall require the  
19 tenant to serve a copy of the order on the landlord by personal  
20 delivery, first-class mail, facsimile, or email if agreed to by the  
21 parties.

22 (A) If the tenant has satisfied (c)(ii) of this subsection by  
23 paying one month's rent within five court days, but defaults on a  
24 subsequent payment required by the court pursuant to this subsection  
25 (3)(c), the landlord may enforce the writ of restitution after  
26 serving a notice of default in accordance with RCW 59.12.040  
27 informing the tenant that he or she has defaulted on rent due under  
28 the lease agreement or payment plan entered by the court. Upon  
29 service of the notice of default, the tenant shall have three  
30 calendar days from the date of service to vacate the premises before  
31 the sheriff may execute the writ of restitution.

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

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

38 NAME(S)

39 ADDRESS

1 CITY, STATE, ZIP

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

5 DATE  
6 AMOUNT  
7 DATE  
8 AMOUNT  
9 DATE  
10 AMOUNT

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

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

19 DATE  
20 SIGNATURE  
21 LANDLORD/AGENT  
22 NAME  
23 ADDRESS  
24 PHONE

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

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

33 (d) A tenant who has been served with three or more notices to  
34 pay or vacate for failure to pay rent as set forth in RCW 59.12.040  
35 within twelve months prior to the notice to pay or vacate upon which  
36 the proceeding is based may not seek relief under this subsection  
37 (3), unless the court determines any of the notices served were

1 invalid or did not otherwise comply with the requirements of this  
2 chapter.

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

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

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

33 (iv) Upon payment by the department of commerce to the landlord  
34 for the remaining or total amount of the judgment, as applicable, the  
35 judgment is satisfied and the landlord shall file a satisfaction of  
36 judgment with the court.

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

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

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

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

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

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

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

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

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

33           "TO:  
\_\_\_\_\_

34           AND TO:  
\_\_\_\_\_

35           ADDRESS:  
\_\_\_\_\_

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



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

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

6 AND/OR

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

8 AND/OR

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

11 TOTAL AMOUNT DUE: \$ (dollar amount)

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

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

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

27 State law provides you the right to legal representation and the  
28 court may be able to appoint a lawyer to represent you without cost  
29 to you if you are a qualifying low-income renter. If you believe you  
30 are a qualifying low-income renter and would like an attorney  
31 appointed to represent you, please contact the Eviction Defense  
32 Screening Line at 855-657-8387 or apply online at [https://](https://nwjustice.org/apply-online)  
33 [nwjustice.org/apply-online](https://nwjustice.org/apply-online). For additional resources, call 2-1-1 or  
34 the Northwest Justice Project CLEAR Hotline outside King County (888)  
35 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111  
36 for seniors (age 60 and over). You may find additional information to  
37 help you at <http://www.washingtonlawhelp.org>. Free or low-cost  
38 mediation services to assist in nonpayment of rent disputes before  
39 any judicial proceedings occur are also available at dispute

1 resolution centers throughout the state. You can find your nearest  
2 dispute resolution center at <https://www.resolutionwa.org>.

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

6 OWNER/LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

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

10 ~~(2) ((Upon expiration of the eviction resolution pilot program~~  
11 ~~established under RCW 59.18.660:~~

12 ~~(a) The landlord must also provide the notice required in this~~  
13 ~~section to the dispute resolution center located within or serving~~  
14 ~~the county in which the dwelling unit is located. It is a defense to~~  
15 ~~an eviction under RCW 59.12.030 that a landlord did not provide~~  
16 ~~additional notice under this subsection.~~

17 ~~(b) Dispute resolution centers are encouraged to notify the~~  
18 ~~housing justice project or northwest justice project located within~~  
19 ~~or serving the county in which the dispute resolution center is~~  
20 ~~located, as appropriate, once notice is received from the landlord~~  
21 ~~under this subsection.~~

22 ~~(3))~~ The form required in this section does not abrogate any  
23 additional notice requirements to tenants as required by federal,  
24 state, or local law.

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