

EVICTION REFORM (S-0193.2/21) - Summary

Tenant Protections

- Prohibits landlords from terminating or refusing to renew a rental lease that expires at the end of the lease term or is subject to a 20-day termination notice ("no cause" terminations) until 2 years after expiration of any public health emergency unless
 - landlord intends to sell the property or occupy the property as personal residence and at least 60 days' notice provided as form signed under penalty of perjury; or
 - landlord and tenant reside in the same dwelling unit
- Presumes any "no cause" termination notice issued to a tenant for any unpaid rent that accrued between March 1, 2020, and [Gov eviction moratorium exp. date], is a reprisal or retaliatory action
 - Prohibits a landlord from taking any adverse action against a tenant who raises their rights
- Prohibits a tenant's right to possession of dwelling unit used primarily for residential purposes to be conditioned on satisfaction of any rent that accrued between March 1, 2020, and [Gov eviction moratorium exp. date]
- Authorizes tenants adversely impacted by COVID-19 to terminate their tenancy upon a 20-day written notice, which includes a statement that termination of tenancy is due to COVID-19
 - Prohibits landlords from assessing any penalty, early termination fee, or any other amount on a tenant who elects to terminate their tenancy for their failure to continue their tenancy for a predetermined amount of time
 - Prohibits forfeiture of any deposit paid by the tenant who terminates their tenancy as allowed unless rent is still owed upon termination
 - Prohibits a tenant's early termination of a prior lease to be a factor in any housing decision affecting the tenant's right or ability to occupy a rental dwelling
- Prohibits a tenant's nonpayment of any rent that accrued between March 1, 2020, and [Gov eviction moratorium exp. date], to be a factor in any housing decision effecting a tenant's right or ability to occupy a rental dwelling
- Prohibits landlords from charging or imposing late fees or other charges for nonpayment of rent during any public health emergency
- Prohibits a landlord from denying, discouraging application for, or otherwise making unavailable any rental dwelling unit based on a tenant's or prospective tenant's medical history, including, but not limited to, prior or current exposure or infection to the COVID-19 virus
 - Prohibits a landlord from inquiring about, considering, or requiring disclosure of a tenant's or prospective tenant's medical records or history, unless such disclosure is necessary to evaluate a reasonable accommodation request or reasonable modification request under RCW 49.60.222
 - Declares a violation of this subsection constitutes a violation of chapter 49.60 RCW
- Penalizes landlords up to four and one-half times monthly rent with court costs and attorneys' fees for violations
- Defines "public health emergency" as current Proclamation 20-05 and its amendments as well as any proclamation declaring a state of emergency for all counties in the state
- Defines "tenant" to also include persons residing in hotels/motels or camping areas for more than 14 days

Repayment Plans

- Requires landlords, before any collection action for unpaid rent accrued between March 1, 2020, and [Gov eviction moratorium exp. date] or during any public health emergency, to first offer tenants a repayment plan based on the individual, financial, health, or other circumstances or life-sustaining financial obligations of the tenant
 - Requires repayment plan payments to begin no sooner than 60 days after the plan is offered
 - Ensures that any repayment plan entered into by the parties covers only “rent” as defined in RLTA (no legal fees, late fees, etc.)
 - Requires any repayment plan to allow for payment from any source of income (benefits or subsidy programs) or via pledges by non-profits, churches, religious institutions, or governmental entities
 - Prohibits repayment plans to include provisions or be conditioned on: compliance with the rental agreement, payment of attorneys’ fees, court costs, or other costs related to litigation if the tenant defaults on the agreement; a requirement that the tenant apply for governmental benefits or provide proof of receipt of governmental benefits; or a waiver of any rights to a UD notice or related provisions before a writ of restitution is issued
- Authorizes landlords to pursue an unlawful detainer action if tenant knowingly refuses offer of repayment plan, fails to respond to offer, or defaults on repayment plan but subject to any pre-filing conciliation and formal mediation requirements from a court administering the eviction resolution pilot program
 - Provides a defense to an eviction if landlord did not offer a repayment plan but not if landlord can prove that tenant was offered and knowingly refused or failed to respond to or comply with repayment plan
- Defines "collection action" as attempts or threats to collect through a collection agency, by filing an unlawful detainer (UD) or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, reporting to tenant screening companies, or by any other means

Right to Counsel

- Requires landlords to inform tenants of their right to counsel and to a court-appointed counsel at the show cause hearing or trial if indigent
 - Defines "indigent" as person receiving certain public assistance, with annual income below 200 percent FPL, or unable to pay anticipated cost of counsel due to insufficient funds
- Requires court to appoint counsel at the show cause hearing and at any scheduled trial
- Requires state to pay costs of right to counsel legal services subject to amounts appropriated
 - Appoints OCLA as implementing entity
- Requires OCLA to contract with attorneys and other agencies to implement right to counsel
 - Requires OCLA to submit to legislature and AOC within 90 days of enactment a plan outlining full implementation of right to counsel within 12 months of enactment
- Updates summons and 14-day pay or vacate notice to reflect right to counsel mandate at court with further instructions for landlord to send 14-day notice to the dispute resolution center (DRC) located in county of tenancy
 - Provides defense to eviction if landlord fails to provide add'l notice to DRC
 - Requires 14-day notice to advise tenants as to availability of state and local rental assistance programs at AGO website

- Encourages DRCs to provide add'l notice to appropriate housing justice project or northwest justice project

Landlord Access to Rental Assistance Programs

- Requires Commerce to authorize landlord access to state rental assistance programs, if feasible, while establishing necessary application and eligibility and conditions on receipt of funds by rule

Other Tenant Protections

- Eliminates bifurcation of UD case filing fee and requires full payment of \$200 upon filing
- Prohibits pro se agreements between landlord and tenant pursuant to an eviction action in which tenant agrees to pay more than statutory judgment limits, amounts other than rent to retain tenancy, or any tenant rights under judicial discretion or RLTA
- Removes prohibition on judicial discretion eligibility if tenant received three or more pay or vacate notices within previous 12 months
- Requires courts to automatically and permanently seal UD eviction actions unless the landlord prevails at the show cause hearing or trial or any default judgment is not vacated or set aside within 60 days of the complaint filing
- Applies the UD summons form and sealing of UD action provisions to MHLTA eviction cases
- Repeals RCW 59.18.375 which instructs tenant to pay into court registry rent owed and request a show cause hearing if the alleged amount is in dispute
- Declares an emergency