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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

AUTUMN LEAF FURNISHED APARTMENTS
DBA CLASSYPROPERTIES.COM,

No. 21202995-32

Plaintiff,

MEMORANDUM IN SUPPORT OF
ISSUANCE OF WRIT OF RESTITUTION
FOR A LICENSED TRANSIENT
ACCOMMODATION

v.

CAROL PENTZ; NICOLE GRAVES; TIM
PENTZ; AND ALL OCCUPANTS AT 12911
W 13TH AVE, UNIT A203, AIRWAY
HEIGHTS,

Defendants.

COMES NOW Plaintiff AUTUMN LEAF FURNISHED APARTMENTS DBA
CLASSYPROPERTIES.COM (“Classy Properties”), an RCW 70.62 Licensed Transient
Accommodation, and moves for entry of order for issuance of a Writ of Restitution.

I. RELIEF REQUESTED

An order issuing Writ of Restitution.

II. FACTS

AUTUMN LEAF FURNISHED APARTMENTS DBA CLASSYPROPERTIES.COM,
LLC (“Classy Properties or Landlord”) is the owner of the real property commonly known as
12911 W. 13TH AVE., UNIT A203, AIRWAY HEIGHTS, Spokane County, Washington
("Property").

1 Effective May 22, 2020, the State of Washington Department of Health licensed the
2 Landlord as a licensed transient accommodation pursuant to Chapter. 70.62 RCW under License
3 No WA-6577-TA. See Complaint Exhibit A attached hereto and incorporated as if fully set forth
4 herein.

5 **On July 28, 2020, the Landlord and Tenant Carol Pentz solely entered into a rental**
6 **agreement for the Property. Defendant Tim Pentz is not a tenant on the rental agreement**
7 **nor authorized occupant.** Tenants have been in continuous occupancy since that date. Consistent
8 with being a short-term transient accommodation the Landlord provides amongst other things
9 access to housekeeping and a fitness center.

10 Further, rent is charged on a daily basis (not monthly) as the Premises is a transient
11 accommodation. Thru November 30, 2021, Tenants would be in default in the payment of the rent
12 in the sum of \$6,157.15.

13 On October 6, 2021, there was posted and mailed (or personally served) to the Tenants a 7
14 Day Notice To Vacate notice, in writing, pursuant to RCW 59.18.620(7), 59.12.030 and/or
15 RCW 59.12.040. A period of more than Seven days has elapsed since the date of service of the
16 notice and the Tenants have failed or refused to vacate, surrender the premises, and intentionally
17 interfered with Landlord' Property and trespassed thereon.

18 Pursuant to RCW 59.18.620(7), the Landlord seek to terminate the Tenants tenancy at the
19 Property because Defendants refuse to vacate the Property. Landlord are entitled to restitution of
20 premises, reasonable attorneys' fees, costs and disbursements.

21 **III. ISSUES PRESENTED**

22 Whether the Plaintiff is entitled to a Writ of Restitution.

23 **IV. LEGAL AUTHORITY**

24 **A. Landlord is a Transient Accommodation.**

25 Landlord is a 'Licensed Transient Accommodation' having been duly licensed by the state
26 of Washington Department of Health. The Premises consists by definition includes hotels, motels,
27 or other facilities which offer three or more lodging units to travelers and transient guests.
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1 **RCW 70.62.210**

2 **Definitions.**

3 The following terms whenever used or referred to in this chapter shall have the
4 following respective meanings for the purposes of this chapter, except in those
5 instances where the context clearly indicates otherwise:

6 **(1) The term "transient accommodation" shall mean any facility such as a**
7 **hotel, motel, condominium, resort, or any other facility or place offering**
8 **three or more lodging units to travelers and transient guests.**

9 (2) The term "person" shall mean any individual, firm, partnership, corporation,
10 company, association or joint stock association, and the legal successor thereof.

11 (3) The term "secretary" shall mean the secretary of the Washington state
12 department of health and any duly authorized representative thereof.

13 (4) The term "board" shall mean the Washington state board of health.

14 (5) The term "department" shall mean the Washington state department of health.

15 (6) The term "lodging unit" shall mean one self-contained unit designated by
16 number, letter or some other method of identification.

17 (Emphasis added)

18 It is undisputed that the landlord is a Licensed Transient Accommodation. The rental
19 agreement provides that the landlord provide housekeeping and a fitness center which are clearly
20 not within the scope of services typically provided in a standard a residential landlord tenant
21 relationship.

22 **B. Defendant Is Not A Protected Tenant Under RCW 59.18.620(7).**

23 Defendant is not entitled to additional protection under the Residential Landlord Tenant
24 Act as they are exempt by statutory definition. Tenants in a transit accommodation are by
25 definition excluded and tenancies may be summarily terminated with a seven-day notice to
26 terminate tenancy. RCW 59.18.620(7)

27 **RCW 59.18.620**

28 **Definitions applicable to RCW 59.18.625 and 59.18.630.**

29 The definitions in this section apply to RCW 59.18.625 and 59.18.630 unless the context
30 clearly requires otherwise.

(1) "Dwelling unit" has the same meaning as defined in RCW 59.18.030, and includes a
manufactured/mobile home or a mobile home lot as defined in RCW 59.20.030.

1 (2) "Eviction moratorium" refers to the governor of the state of Washington's proclamation
2 20-19.6, proclaiming a moratorium on certain evictions for all counties throughout Washington
3 state on March 18, 2021.

4 (3) "Landlord" has the same meaning as defined in RCW 59.18.030 and 59.20.030.

5 (4) "Prospective landlord" has the same meaning as defined in RCW 59.18.030.

6 (5) "Public health emergency" refers to the governor of the state of Washington's
7 proclamation 20-05, proclaiming a state of emergency for all counties throughout Washington
8 state on February 29, 2020, and any subsequent orders extending or amending such proclamation
9 due to COVID-19 until the proclamation expires or is terminated by the governor of the state of
10 Washington.

11 (6) "Rent" has the same meaning as defined in RCW 59.18.030.

12 (7) "Tenant" refers to any individual renting a dwelling unit or lot primarily for living
13 purposes, including any individual with a tenancy subject to this chapter or chapter 59.20 RCW or
14 any individual residing in transient lodging, such as a hotel or motel or camping area as their
15 primary dwelling, for 30 days or more prior to March 1, 2020. **"Tenant" does not include any
16 individual residing in a hotel or motel or camping area as their primary dwelling for more
17 than 30 days after March 1, 2020, if the hotel or motel or camping area has provided the
18 individual with a seven-day eviction notice, which must include the following language: "For
19 no-cost legal assistance, please call 2-1-1 or the Northwest Justice Project CLEAR Hotline
20 outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-
21 7111 for seniors (age 60 and over). You may find additional resource information at
22 <http://www.washingtonlawhelp.org>." "Tenant" also does not include occupants of homeless
23 mitigation sites or a person entering onto land without permission of the landowner or lessor.
24 For purposes of this subsection, any local government provision of solid waste or hygiene
25 services to unsanctioned encampments does not constitute permission to occupy land.**

26 [2021 c 115 § 2.]

27 NOTES:
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1 Conflicting laws—2021 c 115 §§ 2-4: "Sections 2 through 4 of this act supersede any
2 other provisions within chapter 59.18 or 59.12 RCW, or chapter 59.20 RCW as applicable, that
3 conflict with sections 2 through 4 of this act." [2021 c 115 § 20.]

4 Finding—Intent—2021 c 115: "The legislature finds that the COVID-19 pandemic is
5 causing a sustained global economic slowdown, and an economic downturn throughout
6 Washington state with unprecedented numbers of layoffs and reduced work hours for a significant
7 percentage of our workforce. Many of the state's workforce has been impacted by these layoffs
8 and substantially reduced work hours and have suffered economic hardship, disproportionately
9 affecting low and moderate-income workers resulting in lost wages and the inability to pay for
10 basic household expenses, including rent. Hundreds of thousands of tenants in Washington are
11 unable to consistently pay their rent, reflecting the continued financial precariousness of many
12 renters in the state. Before the COVID-19 pandemic, nonpayment of rent was the leading cause of
13 evictions within the state. Because the COVID-19 pandemic has led to an inability for tenants to
14 consistently pay rent, the likelihood of evictions has increased, as well as life, health, and safety
15 risks to a significant percentage of the state's tenants. As a result, the governor has issued a
16 temporary moratorium on evictions as of March 2020, with multiple extensions and other related
17 actions, to reduce housing instability and enable tenants to stay in their homes.

18 Therefore, it is the intent of the legislature with this act to increase tenant protections
19 during the public health emergency, provide legal representation for qualifying tenants in eviction
20 cases, establish an eviction resolution pilot program to address nonpayment of rent eviction cases
21 before any court filing, and ensure tenants and landlords have adequate opportunities to access
22 state and local rental assistance programs to reimburse landlords for unpaid rent and preserve
23 tenancies." [2021 c 115 § 1.]

24 Application—2021 c 115: "This act does not apply to assisted living facilities licensed
25 under chapter 18.20 RCW, to nursing homes licensed under chapter 18.51 RCW, to adult family
26 homes licensed under chapter 70.128 RCW, or to continuing care retirement communities
27 registered under chapter 18.390 RCW." [2021 c 115 § 18.]

1 Effective date—2021 c 115: "This act is necessary for the immediate preservation of
2 the public peace, health, or safety, or support of the state government and its existing public
3 institutions and takes effect immediately [April 22, 2021]." [2021 c 115 § 21.]

4 On October 6, 2021, Defendant's tenancy was terminated by a seven-day notice to
5 terminate. Tenants were to vacate by no later than October 31 and a review of the notice indicates
6 that the notice does comply with RCW 59.18 .620(7). A review of RCW RCW 59.18.620 shows
7 that the Legislature intended to treat transient accommodation differently. The statute. For
8 example, provides exceptions for assisted living facilities, nursing homes, adult family homes,
9 campgrounds and other transient type arrangements.

10 **C. Governor's Proclamation 21-09.2 Exempts Transient Accommodations.**

11 The Governor consistent with RCW 59.18.620(7) also exempts transient accommodations
12 from the protection of his proclamations which grant broad protection for standard residential
13 landlord tenant arrangements. The Governor also agrees that transient accommodations are to be
14 treated differently because of the nature of the relationship between the parties. The Governor's
15 proclamation does not protect the defendant from eviction as this is a transient accommodation
16 arrangement.

17 **EXCLUSIONS**

- 18 • This order and these prohibitions do not apply to emergency shelters where length of stay is
19 conditioned upon a resident's participation in, and compliance with, a supportive services
20 program. Emergency shelters should make every effort to work with shelter clients to find
21 alternate housing solutions. In addition, this order and these prohibitions do not apply to
22 long-term care facilities licensed or certified by Department of Social and Health Services;
23 transient housing in hotels and motels; "Airbnbs"; motor homes; RVs; public lands; and
24 camping areas.

25 Governor Inslee Proclamation 21-09.2 dated September 30, 2021

26 **D. Plaintiff Is Entitled To A Writ of Restitution.**

27 Unlawful detainer is a summary proceeding for obtaining possession of real property, and
28 the cause of action holds priority in scheduling over other civil cases. Puget Sound Inv. Grp., Inc.
29 v. Bridges, 92 Wash.App. 523, 526, 963 P.2d 944 (1998). The action is a narrow one, limited to
30 the question of possession and related issues such as restitution of the premises and rent. Munden
v. Hazelrigg, 105 Wash.2d 39, 45, 711 P.2d 295 (1985). Unlawful detainer actions offer a plaintiff

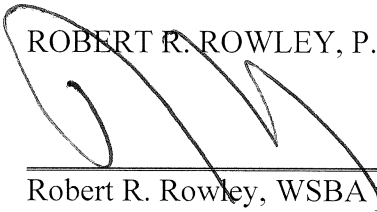
1 the advantage of speedy relief, but do not provide a forum for litigating claims to title. Puget Sound
2 Inv. Grp., Inc. v. Bridges, 92 Wash.App. at 526, 963 P.2d 944. Counterclaims may not be asserted
3 in an unlawful detainer action. Granat v. Keasler, 99 Wash.2d 564, 570, 663 P.2d 830 (1983). The
4 only exception to this rule is "when the counterclaim, affirmative equitable defense, or setoff is
5 based on facts which excuse a tenant's breach." Munden v. Hazelrigg, 105 Wash.2d at 45, 711
6 P.2d 295 (quoting First Union Mgt., Inc. v. Slack, 36 Wash.App. 849, 854, 679 P.2d 936 (1984)).

7
8 **V. CONCLUSION**

9 Plaintiff is entitled to issuance of the Writ of Restitution is appropriate as a matter of law.

10 Dated: November 12th, 2021

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12 ROBERT R. ROWLEY, P.S.

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16 Robert R. Rowley, WSBA #24128
17 Attorney for Plaintiff
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STATE OF WASHINGTON
— OFFICE OF GOVERNOR JAY INSLEE —

**EMERGENCY PROCLAMATION BY THE GOVERNOR
AMENDING PROCLAMATIONS 20-05 and 21-09, et seq.**

21-09.2

Tenancy Preservation – A Bridge to E2SSB 5160

WHEREAS, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to persist throughout Washington State; and

WHEREAS, the COVID-19 pandemic caused a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our State's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

WHEREAS, many in our workforce were impacted by these layoffs and substantially reduced work hours, and economic hardship disproportionately affected low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, members of our workforce who are unable to pay rent due to the COVID-19 pandemic face an increased risk of being evicted from their homes, and the resulting increases in life, health and safety risks; and

WHEREAS, to avoid unnecessary and avoidable economic hardship to landlords, property owners, and property managers who are economically impacted by the COVID-19 pandemic, tenants, residents, and renters who are not materially affected by COVID-19 should and must continue to pay rent; and

WHEREAS, under RCW 59.12 (Unlawful Detainer), RCW 59.18 (Residential Landlord-Tenant Act), and RCW 59.20 (Manufactured/Mobile Home Landlord-Tenant Act), tenants seeking to avoid

default judgment in eviction hearings must appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, as Washington state recovers from the COVID-19 pandemic, the Legislature intends to provide housing stability through passage of Engrossed Second Substitute Senate Bill (E2SSB) 5160, Chapter 115, Laws of 2021, which bolsters tenant protections, and it further intends to preserve tenancies through passage of Engrossed Substitute House Bill (ESHB) 1236, Chapter 212, Laws of 2021, which enumerates allowable grounds for eviction under residential landlord-tenant law; and

WHEREAS, while over 4.5 million Washingtonians have become fully vaccinated to limit the severity and spread of COVID-19, the state needs more of its residents to become vaccinated before this pandemic emergency will end; and

WHEREAS, currently, COVID-19 vaccines are authorized only for people 12 years of age and older, so children under 12 years of age cannot yet be vaccinated and must rely on low levels of community transmission and health measures including face coverings, physical distancing, and hand hygiene to reduce their risk for COVID-19; and

WHEREAS, genomic sequencing shows that variants of concern that are more transmissible and may cause more severe disease, including Alpha, Gamma, and Delta, now represent the majority of new COVID-19 cases in Washington state; and

WHEREAS, vaccination rates vary across the state, leaving communities with low vaccination rates at risk for ongoing transmission of COVID-19 and unvaccinated people in these communities at risk for illness, hospitalization, and death from COVID-19; and

WHEREAS, during the 2021 legislative session, the Legislature appropriated hundreds of millions of dollars from the federal American Rescue Plan Act (ARPA) in rental assistance, but the program to disperse those funds is still in its early stages of operation; and

WHEREAS, although tremendous progress has been made, at this time, neither the eviction resolution pilot program nor the right to counsel program as provided by E2SSB 5160 are operational statewide; and

WHEREAS, data from the Census Bureau Pulse Survey released on August 30, 2021, shows that 129,997 renters, or 8% of all Washington renters, are behind on rent. Over 55,000 of those households have children under the age of 18; and

WHEREAS, the state of Washington has implemented a Roadmap to Recovery to assist businesses restart and to increase hiring, yet unemployment remains roughly 5% with slow recovery in significant industry sectors; and

WHEREAS, the U.S. Department of Justice, Office of the Associate Attorney General, encourages courts to consider eviction diversion strategies that can help families avoid the disruption and damage caused by eviction, and directs courts to federal resources to help them navigate this crisis.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that as of the date of this proclamation the majority of available rental assistance funding has not yet been distributed, and that because full implementation of Senate Bill 5160 has not yet occurred, Proclamation 20-05 et seq. and 21-09, et seq., are hereby amended to temporarily impose certain prohibitions and shall continue to preserve residential tenancy until 11:59 p.m. on October 31, 2021, as provided herein.

I again direct that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented throughout State government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the Washington State Comprehensive Emergency Management Plan and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

ACCORDINGLY, based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, except where federal law requires otherwise, through 11:59 p.m. on October 31, 2021, I hereby prohibit the following activities related to residential dwellings in Washington State.

STATEMENT OF INTENT:

It is the intent of this order to bridge the operational gap between the eviction moratorium enacted by prior proclamations and the protections and programs subsequently enacted by the Legislature, and to reduce uncertainty as the state implements post-COVID-19 long-term housing recovery strategies contained in legislative enactments such as E2SSB 5160. To that end, any ambiguities contained in this proclamation shall be resolved by applying the processes, timelines, and definitions established in E2SSB 5160.

Furthermore, because the Legislature answered the call to help thousands of landlords and tenants who have endured great hardship during this pandemic by appropriating hundreds of millions of dollars (which are not yet fully disbursed to local communities) and establishing thorough and thoughtful programs to address the ongoing housing crisis (which programs are not yet operational statewide), I respectfully ask that local jurisdictions, rental assistance programs, eviction resolution

pilot programs, housing advocacy organizations, courts, landlords, and tenants work collaboratively, patiently, and in good faith to enable the Legislature's remarkable efforts to be effectuated.

PAST RENT OWED (February 29, 2020 through July 31, 2021)

- If based in whole or in part on any arrears (rent owed) that accrued due to COVID-19 from February 29, 2020 through July 31, 2021, landlords, property owners, and property managers (collectively, landlords) are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate until both (1) a rental assistance program and an eviction resolution pilot program as contemplated by Section 7 of E2SSB 5160 have been implemented and are operational in the county in which the rental property is located; and (2) a tenant has been provided with, and has, since July 1, 2021, rejected or failed to respond within 14 days of receipt of such notice to an opportunity to participate in an operational rental assistance program and an operational eviction resolution pilot program provided by E2SSB 5160.
 - Attestation to program implementation shall be provided by each county rental assistance grant recipient to the Department of Commerce, and by each eviction resolution pilot program to the Administrative Office of the Courts, Office of Civil Legal Aid, and the Office of Financial Management, and such attestations shall be posted to the local county or court public-facing website.
 - Tenants must respond to landlords regarding establishing reasonable repayment plans and participate in eviction resolution programs per the timelines established in SB 5160.
 - Landlords and tenants are encouraged to address payment of rent through September 30, 2021, as part of the eviction resolution pilot program process.
 - There is a presumption that any rent payment made on or after August 1, 2021, is applied to current rent before applying toward arrears.
 - Each rental assistance program is authorized to share the application status of a tenant with the tenant's landlord.
 - 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.
 - 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.
 - In addition, both the in-county rental assistance programs and the eviction resolution pilot program 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.

ENFORCEABLE DEBT (February 29, 2020 through July 31, 2021)

- If based in whole or in part on any arrears that accrued due to COVID-19 from February 29, 2020 through July 31, 2021, landlords are prohibited from treating any unpaid rent or other charges related to a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was, in whole or in part, a result of the COVID-19 crisis, until such time as the landlord and tenant have been provided with an opportunity to resolve nonpayment of rent through a rental assistance program and an eviction resolution pilot program as provided by Section 7 of E2SSB 5160. This prohibition includes attempts to collect, or threats to collect, independently or through a collection agency, by filing an unlawful detainer or other judicial action, by withholding any portion of a security deposit, by reporting to credit bureaus, or by any other means.

FUTURE RENT OWED (August 1, 2021 through October 31, 2021)

- For rent accruing on August 1, 2021, or thereafter, it is the expectation that tenants will pay rent in full, negotiate a lesser amount or a payment plan with the tenant's landlord, or actively seek rental assistance if assistance is needed. For rent accruing on August 1, 2021, or thereafter, and unless an exception or other state law allows for eviction, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate, if, unless otherwise permitted by this order or under state law, a tenant has (1) made full payment of rent; or (2) made a partial payment of rent based on their individual economic circumstances as negotiated with the landlord; or (3) has a pending application for rental assistance that has not been fully processed; or (4) resides 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.
 - There is a presumption that any rent payment made on or after August 1, 2021, is applied to current rent before applying toward arrears.
 - A landlord is not required to accept partial payment of rent but is required to offer a tenant a reasonable repayment plan under this order and pursuant to Section 4 of E2SSB 5160.
 - A rental assistance program is authorized to share the application status of a tenant with the tenant's landlord.

LATE FEES (February 29, 2020 through October 31, 2021)

- Landlords are prohibited from assessing, or threatening to assess, late fees for the non-payment or late payment of rent or other charges related to a dwelling where such non-payment or late payment occurred due to COVID-19 on or after February 29, 2020, through October 31, 2021.

RENT INCREASES (February 29, 2020 through October 31, 2021)

- While this order does not prohibit rent increases, any rent notice increases that were prohibited pursuant to Proclamation 20-19 et seq., 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.

WRITTEN NOTICE OF RESOURCES AND PROGRAMS (February 29, 2020 through October 31, 2021)

- For rent owed that accrued due to COVID-19 on or after February 29, 2020, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate without first providing the tenant with written notice of the funding resources and programs established in E2SSB 5160. The written material may be provided in hard copy or electronically. Links to these materials may also be found on the Washington state Attorney General Office’s website.

REASONABLE REPAYMENT PLANS (February 29, 2020 through October 31, 2021)

- For rent owed that accrued due to COVID-19 on or after February 29, 2020, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate if the landlord has made no attempt to establish a reasonable repayment plan with the tenant per E2SSB 5160, or if they cannot agree on a plan and no local eviction resolution pilot program per E2SSB 5160 exists.
 - “Reasonable repayment plan” has the same meaning as “reasonable schedule for repayment,” as defined in Section 4 of E2SSB 5160, and 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 to landlords within 14 days of the landlord’s offer, per the timeline established in E2SSB 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.

PERMISSIBLE UNLAWFUL DETAINER ACTIONS

- Excepting the prohibitions stated herein, all other allowable evictions under ESHB 1236 and the current Residential Landlord-Tenant Act (RCW 59.18) and Manufactured/Mobile Home Landlord-Tenant Act (RCW 59.20) may proceed as otherwise allowed by law.

LOCAL LAW ENFORCEMENT

- Local law enforcement entities are prohibited from serving, threatening to serve, or otherwise acting on eviction orders affecting any dwelling unless the eviction order, including a writ of restitution, contains a finding that the landlord has complied with this order and the unlawful detainer action is permitted under this order.

COMMUNICATIONS

- Nothing in this order precludes a landlord from engaging in customary and routine communications with tenants. “Customary and routine” means communication practices that were in place prior to the issuance of Emergency Proclamation 20-19 on March 18, 2020, but only to the extent that those communications reasonably notify a tenant of upcoming rent that is due; provide notice of community events, news, or updates; document a lease violation; are related to negotiating a reasonable repayment plan or other program provided by E2SSB 5160; or are otherwise consistent with this order. Within these communications and parameters, landlords may provide information to tenants regarding financial resources, including coordinating with tenants in applying for rent assistance through the state’s Emergency Rent Assistance Program (ERAP) or an alternative rent assistance program, and to provide tenants with information on how to engage with them in discussions regarding reasonable repayment plans as described in this order.
- Tenants must respond to landlords regarding establishing reasonable repayment plans and participation in eviction resolution programs per the timelines established in SB 5160.

RETALIATION

- Landlords are prohibited from retaliating against individuals for invoking their rights or protections under Proclamations 21-09 et seq., Proclamations 20-19 et seq., or any other state or federal law providing rights or protections for residential dwellings.

RIGHT TO COUNSEL

- Nothing in this order modifies the requirement in Section 8 of E2SSB 5160 that a court must appoint an attorney for an indigent tenant in an unlawful detainer proceeding while this order is in effect.

EXCLUSIONS

- This order and these prohibitions do not apply to emergency shelters where length of stay is conditioned upon a resident’s participation in, and compliance with, a supportive services program. Emergency shelters should make every effort to work with shelter clients to find alternate housing solutions. In addition, this order and these prohibitions do not apply to long-term care facilities licensed or certified by Department of Social and Health Services; transient housing in hotels and motels; “Airbnbs”; motor homes; RVs; public lands; and camping areas.

FURTHERMORE, this order acknowledges, applauds, and reflects gratitude to the immeasurable contribution to the health and well-being of our communities and families made by the landlords, property owners, and property managers subject to this order.

Violators of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

This proclamation is effective immediately. Signed and sealed with the official seal of the state of Washington on this 30th day of September, A.D., Two Thousand and Twenty-One at Olympia, Washington.

By:

/s/
Jay Inslee, Governor

BY THE GOVERNOR:

/s/
Secretary of State