

RLTA-MHLTA EVICTION REFORM - Draft Summary

Tenant Protections

- Prohibits landlords from terminating or refusing to renew a rental agreement for "no cause" 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
- 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]
- Prohibits landlords from treating any unpaid rent accrued between March 1, 2020, and [Gov eviction moratorium exp. date], as an enforceable debt or obligation that is owing or collectable within an action for possession of the rental property
- 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
 - 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, 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

Repayment Plans

- Requires landlords to first offer tenants before any collection action a repayment plan consisting of monthly installments dependent upon the months of back rent owed and accrued between March 1, 2020, and [Gov eviction moratorium exp. date]

- 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, or a requirement that the tenant apply for governmental benefits or provide proof of receipt of governmental benefits
- Prohibits repayment plans to authorize any form of expedited eviction process
- Authorizes landlords to pursue an unlawful detainer action if tenant refuses offer of repayment plan or defaults on repayment plan
 - 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 refused or failed to comply with repayment plan

Mediation Session

- Replaces the show cause hearing within any RLTA unlawful detainer (UD) action with a required mediation session between the parties before any trial is scheduled
 - Requires the landlord to schedule the mediation session with the court and provide at least 7 days' notice to the tenant
 - Splits costs of mediation between the parties unless one party does not participate in good faith
 - Requires mediator to certify and send results of mediation to court within X days of conclusion of mediation session
 - Requires the court to order and set a trial date without rent or bond required if parties fail to reach resolution during mediation
 - Authorizes tenant to submit defenses at trial unless court has issued at the mediation session a schedule for asserting any subsequent pleadings
 - Authorizes court to issue a writ of restitution if tenant fails to appear but without any monetary judgment award
- Prohibits issuance of a writ of restitution before a trial on the pleadings otherwise
- Authorizes parties to seek discovery respectively before the hearing
- Prohibits application of provisions requiring the judge to amend the UD complaint at trial if other tenant offenses found not related to those in original complaint

Right to Counsel

- Requires landlords to inform tenants of their right to counsel and to a court-appointed counsel at the mediation session or trial if indigent
- Requires courts to appoint counsel at the mediation session 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 courts to attempt to retain same counsel for tenants at trial if counsel provided during mediation session

Emergency Rental Assistance Program

- Creates a new emergency rental assistance program with Commerce designed to reimburse landlords for claims of unpaid rent and utilities
 - Requires Commerce to provide grants to eligible organizations (county entities) in order to provide assistance to landlord applicants
- Clarifies that program funds must be used for rental assistance for X months of back and/or future rent, utility assistance, and administrative costs
- Provides following prioritization for receipt of funds: landlords with no more than 4 units; landlords with 5-100 units; and all other landlords
- Requires the following conditions for receipt of funds as part of an affidavit signed under penalty of perjury:
 - Preservation of the tenancy unless the tenant has terminated the lease early or has abandoned the lease/unit
 - Disclosure of rental units owned by the landlord and name/address of the tenant for which the claim is submitted
 - To the best of landlord's knowledge, tenant for which claim has been submitted has not applied for or received any other rental assistance
- Requires landlords to waive any remaining rental arrears if program funds reimburse at least 80 percent of FMR rate of claim amount, and waive any other monetary claims for other fees/charges once reimbursed
- Prohibits access to program and/or requires denial of claim if landlord commits fraud
- Creates affiliated, appropriated account

Miscellaneous

- 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
- Prohibits dissemination of mediation sessions if they fail to resolve dispute between the parties under RLTA
- Limits dissemination of eviction actions due to nonpayment of rent resulting from COVID-19
- Requires landlords to pay the balance of a UD filing fee after the mediation session or before the trial on the pleadings
- Removes prohibition on judicial discretion eligibility if tenant received three or more pay or vacate notices within previous 12 months
- Declares an emergency