

GreenspoonMarder

**CHANGES TO
WASHINGTON STATE
LANDLORD/TENANT LAW**

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OUTLINE OF CHANGES

- Notices of Rent Increase
- Definition of Rent
- Claims for Monetary Damages (other than rent)
- Termination Notices from Tenants and Landlords
- Changes to Eviction Process
- Attorney Fees and Costs
- Landlord Mitigation Fund

EFFECTIVE DATE

July 28, 2019

NOTICES OF RENT INCREASE

- Landlords must now provide a minimum of 60 days' prior written notice of a rent increase
- Exception: Subsidized tenants must receive only 30 days' prior written notice of any rent increase

DEFINITION OF RENT

- Rent now defined as “recurring and periodic charges identified in the rental agreement”
- Includes utilities, so those may be included in the “rent amount due” section of any Non-Payment of rent notice
- Includes unpaid balances from installment payment plan for non-refundable fees or security deposits created at start of tenancy

DEFINITION OF RENT

- Exclusions: attorney fees, late payments, damages, deposits, legal costs and other fees (including attorneys' fees)
- Application of Payments: rent first, then all other amounts owing

CLAIMS FOR MONETARY DAMAGES

- Landlords may no longer use termination notices as a means of collecting unpaid amounts (other than “rent”) owed by Tenants
- Strategies: Send to collection agency, small claims, shift wording on termination notices regarding physical damages to unit

TERMINATION NOTICES

- Tenants must give Landlords 20 days' notice to terminate lease if receive a permanent change of station or deployment orders
- Notice must include a copy of the official military orders or a signed letter from commanding officer
- Exception: Tenants receiving a permanent change of station or deployment allowing for less than 20 days' notice

TERMINATION NOTICES

From Landlord To Tenant 120 Day Notice:

- When Landlord plans to “demolish” or “substantially rehabilitate” the premises or plans a “change of use” of premises resulting in displacement of tenant
- “Demolish” means destruction or relocation of premises
- “Change of use” means conversion to non-residential or different type of residential (i.e. apartments to emergency shelter) or after removal of subsidy
- “Substantially rehabilitate” means extensive structural repair or remodeling that requires a permit (i.e. electrical or plumbing)

TERMINATION NOTICES

From Landlord To Tenant 14 Day Non-Payment Notice:

- Can issue on the 2nd
- Specific language in statute about wording of notice, including:
 - Interpreter services
 - Low cost legal assistance

CHANGES TO EVICTION PROCESS

- New, faster, less expensive alternative service process
- Five days after judgment, tenant can pay amounts owed to **landlord** or court

CHANGES TO EVICTION PROCESS

New, additional ways for tenants to delay execution of writ for non-payment of rent cases

- Tenants can, after entry of judgment or after a hearing or trial, request a “stay” hearing where judge can look a variety of statutory factors and decide if the eviction continues, or if the parties can be forced into a payment plan
- Not allowed if tenant has had three or more non-payment notices within the past 12 months

CHANGES TO EVICTION PROCESS

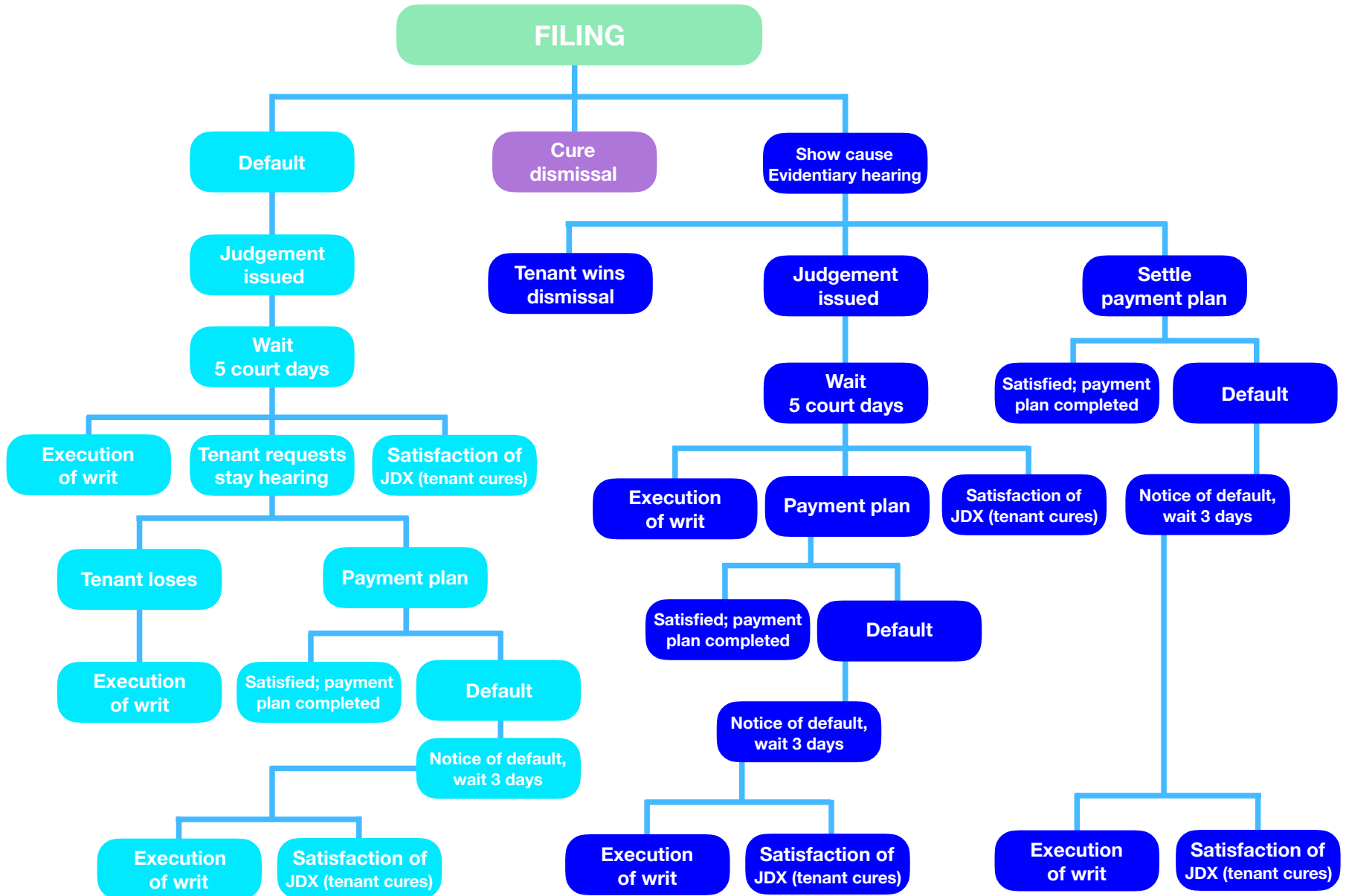
Payment plans after the stay hearing are limited to:

- Repayment of all amounts within 90 days
- Repayment of one month's rent owed in the judgment within 5 business days
- Repayment of one month's rent within 30 days of reinstatement
- Repayment of one month's rent within 60 days of reinstatement
- Repayment of all other balances within 90 days
- Resident must keep current on rent amounts due during repayment period

ATTORNEY'S FEES AND COSTS

- No attorneys' fees awarded when tenant defaults
- Court costs are always awarded
- Judgment for late fees capped at \$75
- Attorneys' fees may only be awarded in non-payment of rent cases when:
 - the judgment for rent is \$1200 or two months' rent (whichever is greater)
 - Tenant requests a stay and tenancy is reinstated

NON-PAYMENT EVICTIONS



THANK YOU

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