

	Tenancy Preservation Bridge 21-09	Eviction Moratorium 20-19.6
Timeline	July 1, 2021 through September 30, 2021	March 18, 2020 – June 30, 2021
Tenants included in proclamation	Does not apply to emergency shelters where length of stay is conditioned upon a resident’s participation in a supportive services program. In addition, this order and these prohibitions do not apply to long-term care facilities licensed or certified by DSHS; transient housing in hotels and motels; “Airbnbs”; motor homes; RVs; public lands; and camping areas.	Does not apply to emergency shelters where length of stay is conditioned upon a resident’s participation in a supportive services program, or to operators of long-term care facilities licensed or certified by the DSHS. Does Apply to tenants and residents of traditional dwellings, those who have lawfully occupied or resided in less traditional dwelling situations for 14 days or more, whether or not documented in a lease, including but not limited to roommates who share a home; long-term care facilities; transient housing in hotels and motels; “Airbnb’s”; motor homes; RVs; and camping areas
Eviction, termination of rental, and various notices	Prohibited for rent owed that accrued from February 29, 2021 through July 31, 2021, unless: <ul style="list-style-type: none"> • 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; • A tenant has been provided with, and has, since the effective date of this order, 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; AND • The landlord made an attempt to establish a reasonable repayment plan*** with the tenant as defined by Section 4 of E2SSB 5160 in which the tenant: <ul style="list-style-type: none"> ○ did not respond to within 14 days of a landlord’s offer; ○ fails to accept the terms of a reasonable repayment plan; or ○ defaults on the plan 	All notices are prohibited unless: <ul style="list-style-type: none"> • A property attaches an affidavit to the eviction or termination of tenancy notice attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; OR • provides at least 60 days’ written notice of the property owner’s intent to: <ul style="list-style-type: none"> ○ personally occupy the premises as the owner’s primary residence, or ○ sell the property.
Causes for Eviction	Once all criteria within the proclamation are met for eviction, a landlord may proceed with an unlawful detainer action if they meet the “just cause” reasons outlined in ESHB 1236 as well as the current Residential Landlord-Tenant Act (RCW 59.18) and Manufactured/Mobile Home Landlord-Tenant Act (RCW 59.20)	N/A
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.	N/A

This information provided does not, and is not intended to, constitute legal advice and is for general informational purposes only.

Rent Increases	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.	Property owners are prohibited from increasing, or threatening to increase, the rate of rent for any dwelling or parcel of land occupied as a dwelling during the proclamation. Property owners may provide advance notice of a rent increase as required by RCW 59.20.090(2) (Manufactured/Mobile Home Landlord-Tenant Act) or notice of a rent increase specified by the terms of the existing lease, provided that the notice does not contain threatening language and the increase goes into effect after the expiration of Proclamation 20-19, et seq., and any modification or extension thereof.
Future Rent/Debt	August 1, 2021 through September 30, 2021: A property owner cannot evict, terminate rental, various notices if a tenant has: <ul style="list-style-type: none"> • made full payment of rent; • made a partial payment of rent based on their individual economic circumstances as negotiated with the landlord; • has a pending application for rental assistance that has not been fully processed; or • 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. 	N/A
Late Fees	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 September 30, 2021.	Landlords, property owners, and property managers 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 or parcel of land occupied as a dwelling, and where such non-payment or late payment occurred on or after February 29, 2020.

Notes:

*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. Each county rental assistance grant recipient will provide an attestation of the program’s implementation.

**The Administrative Office of the Courts must contract with Dispute Resolution Centers within or serving each county to establish a two-year, statewide court-based Eviction Resolution Program (ERP) operated in accordance with Washington Supreme Court Order No. 25700-B-639 and any standing judicial order of the individual superior court. The ERP must be used to facilitate the resolution of nonpayment of rent cases between a landlord and tenant before the landlord files an unlawful detainer action. Each ERP will provide an attestation of the program’s implementation.

*** A reasonable repayment plan means includes monthly payments no more than one-third of the monthly rent which goes toward unpaid rent that accrued between March 1, 2020, and six months following the expiration of the eviction moratorium or the end of the public health emergency, whichever is greater.

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