

SCJA Unlawful Detainer Work Group (UDWG)

Outline to Forms in Unlawful Detainer Cases

The following forms were, in part, generated by the UDWG; forms not generated by the UDWG are identified as useful for litigants in unlawful detainer cases and serve as an additional resource for judicial officers in addressing the procedural steps of the unlawful detainer process with litigants. Courts may find it advantageous to add the forms under the topic – Eviction Cases – on their respective court websites.

Pre-filing

FORM #1: Pay or Vacate Notice. This form is statutory for tenancies governed by the Residential Landlord Tenant Act (RLTA). 14-day Pay or Vacate (POV) notices for residential tenancies are the most common cause of evictions in Washington. This notice must be substantially similar to the sample provided.[RCW 59.18.057.]

FORM #2: No-cause termination. The RLTA permits no-cause terminations with 20-days of notice prior to the end of a rental period. A sample version is included, but no statutory format is required. [RCW 59.18.200.]

FORM #3: Comply or Vacate. There is no statutory form for a notice that gives a tenant the option of complying with a rental agreement provision or vacating the unit. The included version is a sample only. [RCW 59.12.030.] Timelines are different for mobile home tenancies.

Unlawful Detainer Filings

FORM #4: Summons. The summons for an RLTA (RCW 59.18) eviction is statutory. [RCW 59.18.365.]

FORM #5: Complaint. There is no mandatory form. A complaint should plead service of a pre-eviction termination notice.

FORM #6: Notice of Appearance. A tenant may serve and file a notice of appearance. There is no mandatory form. A sample version is provided.

FORM #7A & #7B: .375 Notice. A landlord alleging a default in rent may optionally ask the tenant to certify that they do not owe the rent or that they have a legal or equitable defense (by serving a “RCW 59.18.375 Payment or Sworn

Statement Requirement). In that event, the tenant must submit a certification to the court. Use of the form is optional, but if used the form must be substantially similar to the sample provided - .375 Certification/Sworn Statement. If the landlord uses the .375 notice, the tenant must either: (a) submit a certification/sworn statement to the court that no rent is due; or (b) pay any rent that the tenant agrees is due into the registry of the court. [RCW 59.18.375.]

FORM #8: Answer. An answer is not required if the tenant appears and orally defends at a show cause hearing.

Post-Judgment Pleadings

FORM #9: Request for Repayment Agreement (during state moratorium):

Under the Governor's Proclamation 20-19.2 creating an eviction moratorium, a tenant has the option to ask for a repayment agreement for unpaid rent accrued during the moratorium, based on their individual circumstances. This form is prepared by the Attorney General's Office. There is no mandatory form. *Question:* What should the court do if the tenant asks for this but doesn't have the form to present? *Answer:* Continue the hearing for good cause.

FORM #10A, #10B, #10C, #10D and #10E: Motion to Stay Writ/Request Reinstatement/Payment Plan, Order Staying Writ, 410 Order to Stay Writ and Establish Eligibility for Tenancy Preservation Program, 410 Supplemental Judgement and Order Denying Motion for Stay, 410 Repayment Plan Notice of Default (not during the state moratorium). If a tenant is found to be in unlawful detainer, he or she may ask the court to reinstate their tenancy and order a payment plan or ask the Department of Commerce to pay the amount of rent owed. In the event the tenant wants to do this and doesn't have the paperwork, the court can: (a) continue the hearing on shortened time for the tenant to produce the order; or (b) have copies of the orders ready and available for the tenant to complete and prepare at the time of the request. There is no mandatory form but certain statutory language is required. [RCW 59.18.410(2)&(3).]

FORM #11: Order of limited dissemination. A tenant may have difficulty finding housing with an unlawful detainer filing in their tenant history. They may make a motion for an order of limited dissemination on certain statutory grounds with

notice to the other side pursuant to the applicable state and local court rules.
[RCW 59.18.367.]

FORM #12a and #12b: Motion for Order to Show Cause Why Writ Should Not be Issued, Order to Show Cause Why Writ Should Not be Issued.

FORM #13: Tenant Offer and Landlord Response.

FOURTEEN DAY NOTICE TO PAY RENT OR VACATE THE PREMISES

TO: _____

AND TO: All Other Occupants _____

ADDRESS: _____
_____, WA 98_____

You are receiving this notice because the landlord alleges you are not in compliance with the terms of the lease agreement by failing to pay rent and/or utilities and/or recurring or periodic charges that are past due.

- (1) Monthly rent due for _____: \$ _____
AND/OR
- (2) Utilities due for _____: \$ _____
AND/OR
- (3) Other recurring or periodic charges identified in the lease for _____: \$ _____
- TOTAL AMOUNT DUE:** \$ _____

Note - payment must be made pursuant to the terms of the rental agreement or by nonelectronic means, including but not limited to, cashier's check, money order, or other certified funds.

You must pay the total amount due to your landlord within fourteen (14) days after service of this notice or you must vacate the premises. Any payment you make to the landlord must first be applied to the total amount due as shown on this notice. Any failure to comply with this notice within fourteen (14) days after service of this notice may result in a judicial proceeding that leads to your eviction from the premises.

The Washington State Office of the Attorney General has this notice in multiple languages on its web site. You will also find information there on how to find a lawyer or advocate at low or no cost and any available resources to help you pay your rent. Alternatively, for no-cost legal assistance for low-income renters call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional information to help you at <http://www.washingtonlawhelp.org>.

State law provides you the right to receive interpreter services at court.

WHERE TOTAL AMOUNT DUE IS TO BE PAID: DATE: _____

_____ (owner/landlord)

_____, WA 98_____

NOTICE OF TERMINATION OF TENANCY

TO: _____

and All Other Occupants

AT: _____
_____, WA 98_____

YOU ARE HEREBY NOTIFIED that your tenancy at the address set out above is terminated. You are required to vacate and surrender possession of said premises on or before _____.

If you fail to vacate and surrender possession of the premises by said termination date, your landlord may commence a lawsuit to evict you. You are still required to comply with any and all other obligations under your lease agreement including payment of all amounts due and maintaining the premises in the condition required by law. You may additionally be liable for any court costs or attorney's fees incurred.

This notice is issued and dated _____.

Landlord/Property Manager:

_____, WA 98_____

NOTICE TO COMPLY OR VACATE

TO: _____

and All Other Occupants

AT: _____
_____, WA 98_____

YOU ARE HEREBY NOTIFIED that you are in default for failure to perform the conditions or covenants of your rental agreement as follows:

You are in violation of the following rule:

The following behavior constituting your violation:

You must take the following corrective action:

YOU ARE REQUIRED to cease these violations and comply with your rental agreement or, in the alternative, vacate and surrender possession of the premises **within 10 days of receipt of this notice**.

Your landlord expressly reserves all other rights and remedies for any other defaults not set out in this notice.

Repeated or periodic violations of the terms of your tenancy may be grounds for termination. If you fail to comply with the terms of this notice, your landlord may commence proceedings to evict you pursuant to Chapter 59.12 RCW. This may result in filing a Summons and Complaint for Unlawful Detainer, entry of a money judgment against you, and termination of your tenancy.

Vacating the premises pursuant to this notice does not relieve you of your obligations under the lease, including for payment of rent, or relieve you of liability for any damages you cause.

This notice is issued and dated _____.

Landlord/Property Manager:

_____, WA 98_____

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

Cause No.:

Plaintiff(s),

EVICTIION SUMMONS
(Residential)

vs.

and ALL OTHER OCCUPANTS,

Defendants.

THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.
YOUR **WRITTEN** RESPONSE MUST BE RECEIVED BY:

5:00 p.m., on _____

TO:

AT:

GET HELP: If you do not respond by the deadline above, you will lose your right to defend yourself in court and could be evicted. If you cannot afford a lawyer, you may call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). They can refer you to free or low-cost legal help. You may find additional information to help you at <http://www.washingtonlawhelp.org>.

HOW TO RESPOND: Phone calls to your Landlord or your Landlord's lawyer are not a response. You may respond with a "notice of appearance." This is a letter that includes the following:

- (1) A statement that you are appearing in the court case

(2) Names of the landlord(s) and the tenant(s) (as listed above)

(3) Your name, your address where legal documents may be sent, your signature, phone number (if any), and case number (if the case is filed)

This case is / is not filed with the court. If this case is filed, you need to also file your response with the court by delivering a copy to the clerk of the court at:

WHERE TO RESPOND: You must mail, fax, or hand deliver your response letter to your Landlord's lawyer, or if no lawyer is named in the complaint, to your Landlord. If you mail the response letter, you must do it 3 days before the deadline above. Request receipt of a proof of mailing from the post office. If you hand deliver or fax it, you must do it by the deadline above.

The address is:

Fax:

COURT DATE: If you respond to this Summons, you will be notified of your hearing date in a document called an "Order to Show Cause." This is usually mailed to you. If you get notice of a hearing, you must go to the hearing. If you do not show up, your landlord can evict you. Your landlord might also charge you more money. If you move before the court date, you must tell your landlord or the landlord's attorney.

Dated June 26, 2020.

Plaintiff/Attorney for Plaintiff

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IMPORTANT NOTICE

REGARDING ACTIVE DUTY MILITARY SERVICE AND DEPENDENTS

State and federal law provide protections to defendants who are on active duty in the military service, and to their dependents. Dependents of a service member or the service member's spouse, the service member's minor child, or an individual for whom the service member provided more than one-half of the individual's support for one hundred eighty days immediately preceding an application for relief.

One protection provided is the protection against the entry of a default judgment in certain circumstances. This notice only pertains to a defendant who is a dependent of a member of the national guard or a military reserve component under a call to active service for a period of more than thirty consecutive days. Other defendants in military service also have protections against default judgments not covered by this notice. If you are active duty military or the dependent of a member of the national guard or a military reserve component under a call to active service for a period of more than thirty consecutive days, **you should notify the plaintiff or the plaintiff's attorneys in writing of your status as such within twenty days of the receipt of this notice.** If you fail to do so, then a court or an administrative tribunal may presume that you are not a dependent of an active duty member of the national guard or reserves, and proceed with the entry of an order of default and/or a default judgment without further proof of your status. Your response to the plaintiff or plaintiff's attorneys about your status does not constitute an appearance for jurisdictional purposes in any pending litigation nor a waiver of your rights. This does not affect your deadline for responding to the eviction summons. You must respond to the summons by the deadline stated therein regardless of your military status.

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

Cause No.:

Plaintiff(s),

COMPLAINT FOR UNLAWFUL
DETAINER
(based on pay or vacate notice)

vs.

and ALL OTHER OCCUPANTS,

Defendants.

COMES NOW the Plaintiff and alleges a cause of action against the Defendant as follows:

1. Parties. Plaintiff rented to the Defendant real property located at _____
(the Premises). The Plaintiff has fulfilled all conditions precedent to this action.
2. Defendant is in possession of the Premises. "All Other Occupants" are any parties other than the Plaintiff and the Defendant claiming a right to possession of the Premises.
3. The Agreement. The Defendant owes monthly rent of _____
4. Default. The Defendant is in default for failure to pay rent as follows:

5. Pre-Eviction Notice. On _____, the Plaintiff caused to be served upon the Defendant a Notice to Pay Rent or Vacate (the Notice). The Notice informed the

1 Defendant that the Defendant was in default and required the Defendant, in the
2 alternative, to cure the default or vacate the Premises within a specified time. The
3 compliance period after service of the Notice has elapsed and the Defendant has neither
4 complied nor vacated the Premises.

5 6. Additional Damages. (if and as applicable) Additional rent and other damages will
6 continue to accrue during the Defendant's continued possession of the Premises. On
7 information and belief, the Defendant may have damaged the Premises in an amount to
8 be determined.

9 Wherefore, the Plaintiff prays for the following relief:

- 10 a. For forfeiture of the Defendant's tenancy;
11 b. For a Writ of Restitution restoring possession of the Premises to the Plaintiff;
12 c. For a judgment for unlawful detainer including rent, late fees, and other damages;
13 d. For a judgment pursuant to RCW 59.18.290 for Plaintiff's reasonable attorney's fees;
14 e. For a judgment pursuant to Chapter 4.84 RCW and RCW 59.18.410 for Plaintiff's costs;
15 and
16 f. For all other relief the Court deems just and equitable.

17 Dated _____

18
19 /s/ _____
20 Plaintiff/Plaintiff's Attorney

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

(Plaintiff/Landlord)
and

_____,
(Defendant/Tenant)

No.

NOTICE OF APPEARANCE

TO: Clerk of the Court;

AND TO: _____(Landlord/Plaintiff)

PLEASE TAKE NOTICE that Defendant _____(your name), without waiving objections as to improper service, jurisdiction and venue, hereby enters his/her appearance in the above-entitled action. All further pleadings and papers except original process are to be served upon them at the address stated below pursuant to Civil Rule 5. Until otherwise notified, please direct all papers and pleadings filed in this matter to the undersigned at the address appearing below.

Dated: _____

/s/ _____ (sign)

Defendant

Address _____

Phone _____

**CERTIFICATE OF SERVICE
FOR ANSWER, AFFIRMATIVE DEFENSES and SET-OFFS**

Defendant certify under penalty of perjury under the laws of the State of Washington that on the date(s) stated below, Defendant did the following:

On the _____ day of _____, 20__, Defendant served a true copy of the foregoing to: _____ (Name of Landlord Plaintiff or their Attorney),

by (check all that apply):

hand-delivering a copy to this address:

mailing (regular US Mail, postage pre-paid) a copy to this address:

faxing to this fax number:



Sign here

Print name

Date

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

Cause No.:

Plaintiff(s),

RCW 59.18.375 PAYMENT OR SWORN
STATEMENT REQUIREMENT

vs.

and ALL OTHER OCCUPANTS,

Defendants.

TO: _____

AT: _____

IMPORTANT NOTICE
READ THESE INSTRUCTIONS CAREFULLY

YOU MUST DO THE FOLLOWING BY THE DEADLINE DATE:

THE DEADLINE DATE IS _____

1. PAY RENT INTO THE COURT REGISTRY;
- OR**
2. FILE A SWORN STATEMENT THAT YOU DO NOT OWE THE RENT CLAIMED DUE.

1 IF YOU FAIL TO DO ONE OF THE ABOVE ON OR BEFORE THE DEADLINE
2 DATE, THE SHERIFF COULD EVICT YOU WITHOUT A HEARING EVEN IF YOU HAVE
3 ALSO RECEIVED A NOTICE THAT A HEARING HAS BEEN SCHEDULED.

4 **YOUR LANDLORD CLAIMS YOU OWE RENT**

5 This eviction lawsuit is based upon nonpayment of rent. Your landlord claims you owe
6 the following amount: _____. The landlord is entitled to an order from the court
7 directing the sheriff to evict you without a hearing unless you do the following by the deadline
8 date: _____

9 **YOU MUST DO THE FOLLOWING BY THE DEADLINE DATE:**

- 10 1. Pay into the court registry the amount your landlord claims you owe set forth above and
11 continue paying into the court registry the monthly rent as it becomes due while this
12 lawsuit is pending;

13 **OR**

- 14 2. If you deny that you owe the amount set forth above and you do not want to be evicted
15 immediately without a hearing, you must file with the clerk of the court a written
16 statement signed and sworn under penalty of perjury that sets forth why you do not owe
17 that amount.
18 3. You must deliver written notice that the rent has been paid into the court registry **OR**
19 deliver a copy of your sworn statement to the person named below by personal delivery,
20 mail, or facsimile.

21 _____

22 Telephone Number: _____

23 Fax Number: _____

4. The sworn statement must be filed **IN ADDITION TO** delivering your written response
to the complaint and **YOU MUST ALSO** appear for any hearing that has been
scheduled.

Dated _____

/s/ _____
Plaintiff/Plaintiff's Attorney

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

PLAINTIFF(S),
VS.

DEFENDANT(S)

)
)
)
) CASE NO. ____ - ____ - _____ - ____
)
) **RCW 59.18.375 CERTIFICATION**
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CERTIFICATION

I, _____, have paid into the court registry \$_____, the amount of delinquent rent alleged to be due in the notice. I will continue to pay into the court registry the monthly rent as it becomes due while the lawsuit is pending.

OR

I, _____, certify that the rent alleged due in the plaintiff's notice is not owed based on a legal or equitable defense or set-off arising out of the tenancy.

This certification is made in accordance with RCW 59.18.375 (2).

I certify under penalty of perjury under the laws of the State of Washington that the foregoing statement is true.

Done in _____, Washington on this ____ day of _____, 20__.

Signature

Name

Street Address

City, State Zip code

Telephone

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

_____ Plaintiff(s) vs. _____ Defendant(s)	No. _____ ANSWER, AFFIRMATIVE DEFENSES, SET-OFFS AND CERTIFICATE OF SERVICE
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I. ANSWER

Defendant(s) responds to the allegations in the Plaintiff's Complaint as follows:

Paragraph ___ Admit Deny Do Not Have Enough Information to Admit or Deny

Paragraph ___ Admit Deny Do Not Have Enough Information to Admit or Deny

Paragraph ___ Admit Deny Do Not Have Enough Information to Admit or Deny

Paragraph ___ Admit Deny Do Not Have Enough Information to Admit or Deny

Paragraph ___ Admit Deny Do Not Have Enough Information to Admit or Deny

Paragraph ___ Admit Deny Do Not Have Enough Information to Admit or Deny

(1) Admits the statements in the following numbered paragraphs: _____

except for the following statements: _____

(2) Denies the statements in the following numbered paragraphs: _____

except for the following statements: _____

(3) Lacks knowledge about the truth and therefore denies the statements in the following numbered paragraphs: _____

II. AFFIRMATIVE DEFENSES

The Termination Notice Was Not Properly Served

- Defendant never received a termination notice as required by RCW 59.12.030.
- Defendant received a termination notice, but it wasn't served properly under RCW 59.18.040.
- Defendant received a termination notice, but it was defective.

The Unlawful Detainer Was Not Properly Started

- Plaintiff started this case before the termination notice expired. *FPA Crescent Assoc. v. Jamie's LLC*, 190 Wn.App. 666, 678, 360 P.3d 934 (2015).
- The Summons and Complaint were not served properly
- The Summons and Complaint were not handed to someone that lives with me
- The Summons and Complaint were posted on my door or mailed to me, but the landlord did not try to hand them to me personally
- The Summons was defective because it did not include the information required under RCW 59.18.365. *Truly v. Heuft*, 138 Wn.App. 913, 158 P.3d 1276, (2007), *abrogated on other grounds by MHM&F v. Pryor*, 168 Wn.App. 451 (2012).
- The Summons was defective because it did not give me enough time to respond.
- Plaintiff is not my landlord so cannot bring an Unlawful Detainer Action against me

Details and evidence of the defenses above are described here:

Defenses to Non-Payment of Rent Allegations

- Defendant did not receive a proper 14 Day Notice to Pay or Vacate
- Defendant received a 14 Day Notice to Pay or Vacate, but it was defective because it did not include the information required by RCW 59.18.067
- Defendant paid the rent owed within 14 days
- Defendant tried to pay the rent owed within 14 days, but the landlord refused to accept it
- Defendant tried to reinstate prior to issuance of a judgment by paying the amount owed under RCW 59.18.410(2), but the landlord refused to accept it
- Defendant paid the rent owed after 14 days and the landlord accepted it
- Defendant did not owe what the landlord claimed Defendant owed (\$_____)

because:

- Defendant had previously paid the landlord \$ _____
- The landlord owed me \$ _____
- The landlord cannot charge full rent because the rental unit was uninhabitable (see details below in “Set-Offs”)
- Defendant paid all of my portion of the rent that Defendant owed (\$_____).

Defendant am not responsible for the portion of the rent paid by a housing authority, subsidy program or other person.

Details and evidence of the defenses above are described here:

Defenses to Allegations of Rental Agreement Violations

- Defendant did not receive a proper 10 Day Notice to Comply or Vacate
- Defendant received a 10 Day Notice to Comply or Vacate, but it was defective because:
 - The notice was vague did not state how to specifically comply
 - The notice alleged something that was not a violation of the rental agreement
- Defendant received a 10 Day Notice to Comply or Vacate, but Defendant complied within 10 days
- Defendant received a 10 Day Notice to Comply or Vacate, but Plaintiff cancelled or waived it
- Defendant was not responsible for the behavior alleged in the Notice because:
 - Someone else caused the behavior or alleged violation
 - The behavior or alleged violation was related to my disability
 - The behavior or alleged violation was related to an incident where Defendant was a victim of domestic violence, sexual assault, or stalking or other crime
- The behavior or alleged violation was minimal and/or should not lead to eviction

Details and evidence of the defenses above are described here:

Defenses based on Landlord's Acts

- Plaintiff interfered with my use of my home and utilities by:
 - Plaintiff locked me out of my home or blocked me from using part of it
 - Plaintiff removed my possessions without a court order
 - Plaintiff shut off my utilities improperly
 - Plaintiff did not pay for utilities that were the landlord's responsibility
 - Plaintiff entered my home without proper notice

Details and evidence of the defenses above are described here:

Defenses based on Landlord's Failure to Act

Plaintiff violated the Warranty of Habitability because:

Plaintiff did not provide adequate heat, hot and cold water, and/or electricity

Plaintiff allowed these habitability problems to continue:

cockroaches, bedbugs, rodents, and/or other pests

severe mold

lead paint

water and/or plumbing problems

defective and/or leaky windows and doors

defective and/or leaky walls, ceilings and/or floors

defective locks and/or security problems

Plaintiff knew or should have known about these problems because:

Defenses based on Discrimination

Plaintiff has discriminated against me and/or a member of my household based on:

marital or family status (having children) disability

race, color, ethnicity, national origin age

sexual orientation and/or gender identity sex

veteran or service-member status religion

source of income, use of subsidy other: _____

Details and evidence of the discriminatory acts are described here:

Defenses based on Retaliation

Plaintiff has retaliated against Defendant because:

- Defendant told Plaintiff about bad conditions or asked for repairs on this date _____.
- Defendant contacted Code Enforcement or another agency on this date _____.
- Defendant properly deducted rent to make repairs or hire someone to make repairs.
- Defendant am a survivor of domestic violence, assault, stalking or another crime.
- Other _____.

Details and evidence of the retaliatory acts are described here:

Other reasons that Defendant should not be evicted: _____

III. SET-OFFS

1. The plaintiff(s) owes the defendant(s) \$ _____

Defendant(s) requests the court to dismiss this lawsuit and enter a judgment against the plaintiff(s) for any set-off, costs or attorney fees.

▶ _____
Sign here *Print name* *Date*

street address or P.O. box *city* *state* *zip*

(Optional) email: _____

**CERTIFICATE OF SERVICE
FOR ANSWER, AFFIRMATIVE DEFENSES and SET-OFFS**

Defendant certify under penalty of perjury under the laws of the State of Washington that on the date(s) stated below, Defendant did the following:

On the _____ day of _____, 20____, Defendant served a true copy of the foregoing

Answer, Affirmative Defenses and Set-Offs to: _____

_____ (Name of Plaintiff or Plaintiff's Attorney),

by (check all that apply):

hand-delivering a copy to this address:

mailing (regular US Mail, postage pre-paid) a copy to this address:

faxing to this fax number:

▶ _____
Sign here *Print name* *Date*

Unpaid Rent Repayment Plan Worksheet

This worksheet is provided to assist landlords (including property owners and managers) (“Landlord”) and tenants and residents (“Resident”) who seek to create a reasonable repayment plan for unpaid rent or other charges related to housing. Both Landlord and Resident may benefit from agreeing to a reasonable rent repayment plan as it provides certainty over the amount and timing of repayment. This worksheet is meant to apply only to the unpaid rent or other charges listed on this worksheet.

This worksheet is not intended to alter the legal relationship between Landlord and Resident, but to be a tool to help them work together. Landlord and Resident may choose to attach this worksheet to any final, signed repayment plan agreement they enter into, as a way to show the process they used to develop the repayment plan. Any rent repayment plan should be reasonable based on the Resident’s specific financial, health, and other circumstances.

Dwelling

The residence occupied by the Resident, which is the subject of this worksheet, is located at the following address:

_____ (the “Dwelling”).

Landlord(s) and Resident(s)

The persons using this worksheet are:

a. The Landlord(s):

_____;
_____;
_____ ; and

b. The Resident(s):

_____;
_____;
_____ ;

Determining Unpaid Rent Amount

In this section, Landlord and Resident should list unpaid rent, lodging, and other charges allowed by Resident's rental/lodging agreement that became due on or after February 29, 2020 (when a State of Emergency was proclaimed in all counties in Washington State). By law, this amount may not include any late fees, interest, or other amounts related to the nonpayment or untimely payment of Resident's rent/lodging or other charges that became due on or after February 29, 2020.

(1) Unpaid rent/lodging:

a. March 2020:	\$
b. April 2020:	\$
c. May 2020:	\$
d. June 2020:	\$
e. July 2020:	\$
f. Subsequent months:	\$
TOTAL unpaid rent/lodging:	\$

(2) Unpaid other charges*:

a. March 2020:	\$
b. April 2020:	\$
c. May 2020:	\$
d. June 2020:	\$
e. July 2020:	\$
f. Subsequent months:	\$
TOTAL unpaid other charges:	\$

(3) TOTAL UNPAID RENT = (1) + (2):

\$

* If provided by Resident's rental/lodging agreement. Upon request, Landlord should provide Resident with documents that support the amount of each of the "unpaid other charges."

Resident's Proposed Repayment Rate and Schedule

Resident should make the first proposal for a reasonable repayment rate and schedule, as may be supported by Resident's explanation or document(s).

On _____ date, Resident proposes the following repayment rate and schedule to Landlord:

- a. Repayment Rate: \$_____
- b. Repayment Schedule: Beginning on _____, 2020, Resident shall pay the above amount on or before every _____ day of every _____ (month, two-weeks, week, other: _____).
- c. Repayment Method (e.g., check, money-order, Venmo, etc.)_____.

Or, the Resident may propose a reasonable repayment plan that differs from a fixed schedule like the one above. Resident proposes to make repayments using the timeline and method described below:

Landlord may accept Resident's proposed repayment rate and schedule, or make a counter-proposal. Landlord's proposed repayment rate and schedule must be good-faith estimates of Resident's ability to repay the Unpaid Rent based on the information Resident has provided. Given the pandemic's impact on the general economy, Landlord should recognize that repayment of the entirety of Unpaid Rent may not be possible. In those cases, Landlord should consider whether the amount of Unpaid Rent could be or should be reduced.

Landlord and Resident should document in writing the date, repayment rate, and repayment schedule of each proposal and counter-proposal, as well as any final agreement.

Resident(s) Inability to Pay Unpaid Rent – Supporting Documents

In using this worksheet, it will usually be helpful for Resident to provide Landlord with an explanation or documents that reasonably support the repayment rate and schedule proposed below. Resident may redact documents provided to Landlord for privacy, and Landlord may not share those documents with others without the Resident's written permission. Landlord may not require any specific category or type of documentation. Documents that Resident may provide include, but are not limited to, copies of the following (check all that apply):

Resident's written explanation of circumstances (Resident may attach it to this worksheet)

Employment termination notice(s)

Furlough notice(s)

Paycheck(s)

Pay stub(s)

Bank statement(s)

Medical bill(s) or medical documentation

Letter(s), email(s), text(s), or other statement(s) from an employer or supervisor explaining Resident's changed employment status

Unemployment insurance form(s)

School/Daycare closure notice(s)

Letter(s), email(s), text(s), or other statement(s) from guarantor explaining inability to pay rent

Application(s) for means-tested public benefits

Other supporting document(s): _____

Date(s) of Communication

Resident and Landlord should note the date(s) they engaged or attempted to engage in written or verbal communication, exchanged or reviewed documents, and/or discussed a rate and schedule of repayment:

_____, _____, _____, _____, _____,
_____, _____, _____, _____, _____,
_____, _____, _____, _____, _____.

This worksheet was used and/or completed by Landlord and/or Resident (circle one or both) on the following date(s):_____.



More information about rights and protections for landlords and residents in the face of COVID-19 is available at: <https://www.atg.wa.gov/landlord-tenant>. Governor Inslee’s current Proclamation regarding evictions and other housing practices is available at https://www.governor.wa.gov/sites/default/files/20-19.2%20Coronavirus%20Evictions%20%28tmp%29.pdf?utm_medium=email&utm_source=govdelivery. Inquiries and complaints about

evictions, rent, late fees, and other housing issues during COVID-19 can be submitted online at: <https://fortress.wa.gov/atg/formhandler/ago/COVID19EvictionComplaintForm.aspx> or by calling toll-free to (833) 660-4877 and selecting Option 1.

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

Plaintiff
(*landlord*)

v.

Defendant(s)
(*tenant*)

Case No.: _____

MOTION TO STAY ENFORCEMENT OF
WRIT OF RESTITUTION AND FOR
PAYMENT PLAN UNDER RCW
59.18.410(3)

Defendant moves the Court to stay the writ of restitution and order a payment plan under RCW 59.18.410(3):

I. Relief Requested

I ask the Court to stay enforcement of the writ of restitution and allow me to continue living in my rental unit under the fair and just terms of the payment plan below because there is good cause based on the evidence below.

I also want the Court to (check all that apply):

Order a fair and just payment plan according to these terms:

Payment of total amount _____ . Consisting of

Rent due _____

Court costs _____

Late fee _____

Attorneys' fees _____

Payment due under a deposit installment plan _____

Other _____

Payment of total by date _____ .

First payment of _____ due _____ .

2nd payment of _____ due _____ .

3rd payment of _____ due _____ .

4th payment of _____ due _____ .

Additional payments:

AND/OR

Stay enforcement of the writ of restitution as necessary (under RCW

59.18.410(3)(c)(iv)) to afford me an equal opportunity to comply with the terms of the

payment plan by relying on an emergency rental assistance program. I am relying on

an emergency rental assistance program provided by this government or nonprofit entity: _____

AND/OR

Find that I am low-income, limited resourced, or experiencing hardship (under RCW 59.18.410(3)(e)(i)) and am eligible for disbursement through the Landlord Mitigation Program established under RCW 43.31.605(1)(c).

II. Declaration

(Check the factors that apply and write a description)

(i) Any non-payment or late payment of rent or failure to make a payment on a deposit installment plan was not willful or intentional because:

(ii) Any non-payment or late payment of rent or failure to make a payment on a deposit installment plan was caused by exigent circumstances outside my control and not likely to recur, specifically:

(iii) I am currently able to pay timely according to the payment plan because:

(iv) I had a positive and timely payment history up until recently, specifically:

(v) I am in substantial compliance with my rental agreement, specifically:

(vi) An eviction would cause me great hardship because:

(vii) I have shown good conduct related to other notices served within the last 6 months, specifically:

I am currently low-income, limited-resourced or experiencing hardship. Specifically:

I am relying on an emergency rental assistance program provided by this government or nonprofit entity: _____.

I have attached an offer of proof of the emergency rental assistance from the government or nonprofit entity. (See attached document.)

I declare under penalty of perjury of the laws of the state of Washington that the forgoing is true and correct.

Signed at (*city and state*): _____ Date: _____

▶ _____
Defendant signs here *Print name*

III. Evidence Relied Upon

This motion is based on Defendant's declaration above and the filings and pleadings in this case, including documents attached to this motion.

IV. Argument

A. A tenant may move to stay the writ of restitution under RCW 59.18.410(3) at the show cause hearing or trial or at any time before execution of the writ.

Under RCW 59.18.410(3)(a), "the court, at the time of the show cause hearing or trial, or upon subsequent motion of the tenant but before the execution of the writ of

restitution, may stay the writ of restitution upon good cause and on such terms that the court deems fair and just for both parties.”

Under RCW 59.18.410(3)(a), “the court shall consider evidence of the following factors” in making this decision: the tenant’s willful or intentional default or intentional failure to pay rent; whether non-payment of the rent was caused by exigent circumstances that were beyond the tenant’s control and that are not likely to recur; the tenant’s ability to timely pay the judgment; the tenant’s payment history; whether the tenant is otherwise in substantial compliance with the rental agreement; hardship on the tenant if evicted; and conduct related to other notices served within the last six months.

Under RCW 59.18.410(3)(c)(iv), the court shall stay the writ as necessary to afford a tenant an equal opportunity to comply with the terms of a payment plan if a tenant is relying on an emergency rental program provided by a government or nonprofit entity and provides an offer of proof.

Under recently amended RCW 59.18.283, a tenant may move to stay a writ of execution if a tenant defaulted in payment owed under a deposit installment plan. RCW 59.18.283 now includes the provision that “When, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default in payment as rent owing. Any rights the tenant and landlord have under this chapter with respect to rent owing equally apply under this subsection.” RCW 59.18.283 (3).

Under RCW 59.18.410(3)(e)(i), the court shall issue a finding as to whether the tenant is low-income, limited resourced, or experiencing hardship to determine if the

parties may be eligible for disbursement through the landlord mitigation program account established within RCW 43.31.605(1)(c).

A recently added provision to RCW 43.31.605, provides that unpaid judgments resulting from the tenant's failure to comply with an installment payment agreement are also eligible for reimbursement from the landlord mitigation program. See RCW 43.31.605 (1)(c).

V. Conclusion

For the reasons stated in this Motion, Defendant seeks an Order staying enforcement of the writ, restoring tenancy, and ordering a payment plan according to the terms above.

Signed at (*city and state*): _____ Date: _____

▶ _____
Defendant signs here

_____ *Print name*

[Use this form if you asked for a plan to pay off the amount you owe within 90 days of the writ]

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

Plaintiff
(landlord)

v.

Defendant(s)
(tenant)

Case No.: _____

[PROPOSED] ORDER STAYING
ENFORCEMENT OF WRIT OF
RESTITUTION AND ESTABLISHING
PAYMENT PLAN UNDER 59.18.410(3)
FOR CONTINUATION OF TENANCY

Defendant(s) _____ has moved this Court for an order under RCW 59.18.402(3) staying a writ of restitution upon a showing of good cause and on such terms that this court deems fair and just for both parties.

Additionally, Defendant(s) has/have has/have not moved this court to Stay enforcement of the writ of restitution as necessary (under RCW 59.18.410(3)(c)(iv)) to afford them an equal opportunity to comply with the terms of the payment plan by relying on an emergency rental assistance program.

Defendant(s) has/have has/have not proven they are relying on an emergency rental assistance program provided by this government or nonprofit entity:

After making the findings above and after consideration of the evidence of the factors stated in RCW 59.18.410(3)(a), the Court finds that the tenant has shown good cause to stay the writ upon the fair and just terms below.

It is now therefore ORDERED that:

1. Defendant(s) shall pay a total amount of _____.

Consisting of

Rent due _____

Court costs _____

Late fee _____

Attorneys' fees _____

Payment due under a deposit installment plan _____

Other _____

Defendant(s) shall pay the total within 90 days of this order, by

(date)_____.

First payment of _____ due _____.

[if this order is entered before the 15th of the month, the first payment must be for one month's rent, and must be paid within five court days of the entry of this order. RCW 59.18.410(3). If after the 15th of the month, then the following month's rental payment may be included in the total amount.]

2nd payment of _____ due _____.

3rd payment of _____ due _____.

4th payment of _____ due _____.

Additional payments/requirements:

2. Defendant(s) _____ are hereby reinstated to the tenancy at the address: _____.

3. Any Writ of Restitution previously ordered in this action is hereby stayed. Either Plaintiff(s) or Defendant(s) may deliver an uncertified copy of this Order to the Sheriff for purposes of stopping the enforcement of any Writ of Restitution.

DATED: _____

JUDGE/COURT COMMISSIONER

PRESENTED BY:

APPROVED BY:

Defendant(s)

[Use this form if you are asking the court to find you eligible for assistance to pay off your judgment and reinstate your tenancy.]

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

Plaintiff
(landlord)

v.

Defendant(s)
(tenant)

Case No.: _____

[PROPOSED] ORDER STAYING
ENFORCEMENT OF WRIT OF
RESTITUTION AND ESTABLISHING
ELIGIBILITY FOR TENANCY
PRESERVATION PROGRAM UNDER
59.18.410(3)

Defendant(s) _____ has moved this Court for an order under RCW 59.18.402(3) staying a writ of restitution upon a showing of good cause and on such terms that this court deems fair and just for both parties.

Additionally, Defendant(s) has/have has/have not moved this court to Stay enforcement of the writ of restitution as necessary (under RCW 59.18.410(3)(c)(iv)) to afford them an equal opportunity to comply with the terms of the payment plan by relying on an emergency rental assistance program.

Defendant(s) has/have has/have not proven they are relying on an emergency rental assistance program provided by this government or nonprofit entity:

Finally, Defendant(s) have moved this court to find that they are low-income, limited resourced, or experiencing hardship (under RCW 59.18.410(3)(e)(i)) and are eligible for disbursement through the Landlord Mitigation Program established under RCW 43.31.605(1)(c) to satisfy the judgment owed to Plaintiff and reinstate the tenancy.

The Court finds that the Defendant(s) is/are is not/are not low-income, limited resourced, or experiencing hardship (under RCW 59.18.410(3)(e)(i)) and is/are is not/are not eligible for disbursement through the Landlord Mitigation Program established under RCW 43.31.605(1)(c).

IT IS HEREBY ORDERED that:

1. Enforcement of the Plaintiff's Judgment entered on _____ is stayed pending satisfaction of the Judgment by the Department of Commerce's TPP;
2. The Order for Writ of Restitution issued on _____ in favor of the Plaintiff is hereby STAYED; Plaintiff or Defendant may present an uncertified copy of this Order to the Sheriff to stay any eviction;
3. The Clerk of the Court is hereby directed without further order of this court to remit any future payments made by the Defendant(s) in order to reimburse the Department of Commerce pursuant to RCW 43.31.605(1)(c)(iii);
4. If the Department of Commerce fails to pay the Plaintiff its full Judgment amount within thirty days of the date the TPP application is submitted to the Department of Commerce, or the tenant fails to pay ongoing rental obligations

as they come due, then the Plaintiff may renew an application for Writ of Restitution pursuant to RCW 59.18.410 (3)(e)(iii) and for other rent owed by the Defendant since the time of entry of the prior Judgment, and for an order extending the Writ up to an additional twenty days from the date of obtaining such an order.

5. If requested, and this box is checked, additional rent or payment due under a deposit installment plan that comes due after entry of the judgment and before entry of this order may be added to the judgment submitted to Commerce. The following amount of additional rent due or payment owed under a deposit installation plan is \$_____ for the following months:_____.
6. If the Department of Commerce satisfied the Plaintiff's Judgment, and the Defendant has made the payments set forth in paragraph 3 above the tenancy which is the subject of this action shall be restored. The Plaintiff shall file a Satisfaction of Judgment with the Clerk of the Court within thirty days of receipt of the payment.

DATED: _____

JUDGE/COURT COMMISSIONER

PRESENTED BY:

APPROVED BY:

Defendant

Plaintiff

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR << MATTER.RELATIONSHIPS.COURTHOUSE.CUSTOMFIELD.COUNTY
>> COUNTY

<< Matter.CustomField.PlaintiffCaption >>,
Plaintiff(s),
vs.
<< Matter.CustomField.DefendantCaption >>,
and ALL OTHER OCCUPANTS,
Defendants.

Cause No.: <<
Matter.CustomField.CaseNumber >>

SUPPLEMENTAL JUDGMENT AND
ORDER DENYING DEFENDANT’S
MOTION

Judgment Summary

Judgment Creditor: << Matter.CustomField.PlaintiffText >>

Judgment Debtor: << Matter.CustomField.DefendantText >>

Attorney’s Fees: _____

Costs: _____

Additional Daily Rent: _____

Interest Rate: 9.0%

Attorney for Judgment Creditor: << Firm.Name >>

Order

1 THIS MATTER having come before the court on the Defendant's motion to stay or
2 vacate the writ of restitution and judgment entered on _____ and it appearing to the
3 court that the judgment and order were properly issued, IT IS THEREFORE ORDERED that:

- 4 1. The judgment and writ of restitution issued on the above date is hereby AFFIRMED and
5 the stay of enforcement is LIFTED. The sheriff may immediately enforce said writ.
- 6 2. The Sheriff's deadline for return of service on the writ of restitution is hereby extended
7 by an additional 20 days from today's date.
- 8 3. The Plaintiff is awarded judgment for the additional attorney's fees, daily rent, and court
9 costs incurred since the date of judgment as set out in the judgment summary above.
10 Said sums shall accrue interest at the rate of nine percent (9.0%) per annum until paid.

11 – The Defendant has failed to appear at the hearing and the motion is denied.

12 – The Defendant has been served with three or more notice to pay rent or vacate in the
13 twelve months prior to service of the notice at issue in this case and may not reinstate.

14 – The Court has considered the seven factors set out in RCW 59.18.410(3)(a) and
15 determines that reinstatement is not appropriate.

16 DONE IN OPEN COURT this _____.

17 _____
18 Judge/Court Commissioner

19 Presented by:

20 << FIRM.NAME >>

21 _____

22 Attorney for Plaintiff

23 SUPPLEMENTAL JUDGMENT AND ORDER
DENYING MOTION – PAGE 2

<< FIRM.NAME >>

<< Firm.Address >>

NOTICE OF DEFAULT FOR RENT AND/OR PAYMENT PLAN ORDERED BY COURT

TO: _____

and All Other Occupants

AT: _____
_____, WA 98_____

THIS IS NOTICE THAT YOU ARE IN DEFAULT OF YOUR RENT AND/OR PAYMENT PLAN ORDERED BY THE COURT. YOUR LANDLORD HAS RECEIVED THE FOLLOWING PAYMENTS:

Date	Amount

THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR PAYMENT PLAN IN THE AMOUNT OF \$_____.

PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT YOU ARE RENTING.

Date _____ Signature _____

Landlord/Agent: _____

_____, WA 98_____

Phone Number: _____

Certificate of Service

I the undersigned:

- hand-delivered this notice to _____ OR
- posted this notice on the conspicuously front door after knocking, waiting, and hearing no response within and mailed this notice to each tenant above-named by regular U.S. mail, postage prepaid.

I declare under penalty of perjury pursuant to the laws of the State of Washington that the foregoing allegations are true and correct.

DATED _____, in the City of _____ in Washington State.

Signed: _____

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

;

Plaintiffs,

vs.

;

Defendant.

No.

[PROPOSED] ORDER OF LIMITED
DISSEMINATION

Clerk's Action Required

The Court, having reviewed Defendant's motion for an order to limit dissemination pursuant to RCW 59.18.367, the plaintiff's response (if any), and having found good cause to do so, IT IS ORDERED:

This court record shall be of limited dissemination as to Defendant _____ pursuant to RCW 59.18.367.

DATED: _____

SUPERIOR COURT JUDGE

Presented by:

(your name)

Superior Court of Washington, County of _____

In re:

Plaintiff/s (*person/s who started this case*):

And Defendant/s (*other party/parties*):

No. _____

Motion and Declaration
for Order to Show Cause

Motion & Declaration for Order to Show Cause

COMES NOW the plaintiff and moves the court for an order directing the defendants to show cause why a Writ of Restitution should not be issued restoring to plaintiff possession of the premises located at: (*Address*): _____

_____.

This Motion is based on the Declaration hereinbelow.

DATED this _____ day of _____, 2020.

By: _____

Print Name: _____

WSBA #: _____

DECLARATION

I declare under penalty of perjury that the following is true and correct: (detail facts supporting request for relief):

1. _____

_____.

2. _____

_____.

3. _____

_____.

4. _____

_____.

5. _____

_____.

Attach additional pages if needed (with 1" margins on all sides).

Signed at (*city and state*): _____ Date: _____

▶ _____
Person making this motion signs here *Print name here*

▶ **(Optional)** email: _____

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

, Plaintiff(s), vs. , Defendants.	Cause No.: ORDER TO SHOW CAUSE WHY WRIT OF RESTITUTION SHOULD NOT BE ISSUED [Clerk's action req.]
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TO THE DEFENDANT:

You have a court hearing on _____, at _____. Your hearing will be by phone. You must call the court at the following date and time if you want to defend this case.

Call:

At:

FREE RESOURCES FOR SETTLING YOUR CASE:

Due to the Covid -19 pandemic many courthouses are offering new diversion programs to provide financial assistance for rental payments in order to help settle your case. Please find a remote site located at _____ to speak with a free attorney and obtain further information about access to rental assistance programs that could pay rent you may owe.

THIS MATTER having come before the court on the Plaintiff's motion for an order to show cause, and it appearing to the court that this matter is an unlawful detainer and a show cause hearing is appropriate,

IT IS HEREBY ORDERED that Defendants must appear and show cause before this Court at the date and time specified, or as soon thereafter as this matter may be heard, why this Court should not enter judgment against the Defendant, issue a writ of restitution directing the County Sheriff to restore Plaintiff to possession of the premises located at _____, and disburse any funds held in the court registry to the Plaintiff.

IT IS FURTHER ORDERED that, if the Defendant fails to appear at and show cause, the court may order the sheriff to restore possession of the premises described above to the Plaintiff and may grant any other relief prayed for in the complaint.

DONE IN OPEN COURT this _____.

Judge/Court Commissioner

Presented by:

Attorney for Plaintiff

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

Plaintiff(s),	Cause No.:
vs.	TENANT OFFER AND LANDLORD'S RESPONSE
Defendants.	

TO THE DEFENDANT:

You can use this form to make a settlement offer to the Plaintiff. If you send this to the Plaintiff [or his/her attorney], the Plaintiff is required to respond within seven court days.

I will pay the full amount alleged due which includes all rent in the pay or vacate notice, up to \$75.00 in late fees, all court costs incurred by the landlord, \$50.00 for each time I used this option within the previous 12 months, and attorney's fees if this offer is made after they are awarded. I will make this payment within seven days of the landlord serving notice that he/she accepts on me. [RCW 59.18.410(2)].

I am eligible for rental assistance from _____. They have committed pay a lesser amount of \$_____ within seven days of the landlord serving notice that he/she accepts on _____ in exchange for dismissal of this action with prejudice.

I am an authorized agent for the governmental or non-profit agency listed above and I affirm that the Defendant(s) has been approved for emergency rental assistance in the amount specified above.

Singed: _____
(include official seal, letterhead or other confirmation of authority)

I wish to enter into a payment plan according to the schedule on the attached worksheet [not to exceed 90 days].

[certificate of service and signing]

TO THE PLAINTIFF:

You can use this form to respond to the tenant settlement offer. you are required to provide an answer to a tenant offer within seven court days under RCW 59.18.410.

I agree to offer specified in the Tenant Settlement Offer Notice above:

I understand that I am required to accept \$_____ provided it is received before the scheduled show cause hearing. This amount is the full amount alleged due which includes all rent in the pay or vacate notice, up to \$75.00 in late fees, all court costs incurred by the landlord, \$50.00 for each time I used this option within the previous 12 months, and attorney's fees if this offer is made after they are awarded. [RCW 59.18.410(2)].

I will accept rental assistance from an authorized agent of a government or non profit agency specified in the Tenants Settlement Offer Notice: _____. They have committed pay a lesser amount of \$_____ within seven days of serving this notice that I accept the offer provided on _____ in exchange for dismissal of this action with prejudice.

I do not accept the offer specified in the tenant settlement offer notice and elect to proceed with a show cause hearing.

[certificate of service and signing]