



WASHINGTON  
COURTS

**EVICTIION RESOLUTION PROGRAM  
(ERP)  
COURT USER GUIDANCE  
DOCUMENTS AND MATERIALS**

**SUPERIOR COURT JUDGES' ASSOCIATION  
UNLAWFUL DETAINER WORK GROUP**

**NOVEMBER 2020**



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## **EMERGENCY COVID-19 PILOT EVICTION RESOLUTION PROGRAM (ERP)**

Since February 2020, nearly one million people in Washington state lost their jobs or have had employment hours severely curtailed because of the COVID-19 emergency. This mass loss of income coupled with substantial barriers in accessing state and pandemic unemployment insurance has made it impossible for many families and individuals (tenants) to keep current in rental payments.

Recognizing the risk of mass evictions flowing from the COVID-19 emergency, federal, state, and local governments began enacting moratoria on evictions. These moratoria continue to operate, effectively denying landlords access to the only legal means of removing tenants for failure to pay all or part of their rents – the unlawful detainer process. The most recent extension of Governor Inslee’s eviction moratorium ([Proclamation 20-19.4](#)) is scheduled to expire December 31, 2020.

In recent months, state and local rent assistance programs – funded with emergency federal, state, local, and philanthropic funds – have been established with the objective of preserving tenancies threatened due to the non-payment of rent and providing some level of relief to landlords for whom tenants have fallen farther and farther behind in their rental payments.

Between April and August 2020 in accordance with various emergency orders promulgated by the Washington State Supreme Court and local court orders, trial courts suspended the majority of their in-court operations, stayed civil and criminal trials, established off-site virtual operational capacities, and focused judicial functions on the most critical and emergent judicial proceedings. In virtually every trial court, the disruption of court processes created lengthy backlogs of civil, criminal, juvenile, and child welfare trials. It will take these courts months to catch up.

The Residential Landlord-Tenant Act (RCW 59.18) and the Unlawful Detainer statute (RCW 59.12) set forth accelerated processes by which landlords can secure return of their property when tenants fail to pay their rent on time. The statutes employ compressed timelines designed to facilitate early review and determination by a judicial officer of a landlord’s claimed right to retake possession. In normal times, unlawful detainer proceedings are given priority status.

Recognizing the threat of mass unlawful detainer filings and the courts' inability to timely process them at a time they are digging out from the backlog of stayed civil, criminal, juvenile, and child welfare trials (and other proceedings placed on the back burner), the Superior Court Judges' Association (SCJA) established the Unlawful Detainer Work Group (UD Work Group). SCJA President Judith Ramseyer invited representatives of statewide rental housing associations, civil legal aid housing justice programs, local housing authorities, county clerks, and the courts to (a) provide training for judicial officers on recent changes to the unlawful detainer process; and (b) develop tools, bench cards, supporting materials, and possibly model court rules to facilitate the timely and fair resolution of unlawful detainer cases once the moratoria are lifted. The UD Work Group is chaired by Benton-Franklin Counties Superior Court Judge Jacqueline Shea-Brown.

During the course of its deliberations, Chief Justice Stephens and Judge Ramseyer invited the UD Work Group's members to consider the possibility of designing an eviction resolution system that might divert substantial numbers of cases away from overwhelmed, overburdened, and understaffed courts in ways that work to the mutual benefit of tenants and landlords. The UD Work Group embraced the challenge and quickly achieved consensus around the framework of a pilot Eviction Resolution Program (pilot ERP) that, if funded, would operate in the six Washington State counties that collectively see almost 80% of annual unlawful detainer filings.<sup>1</sup>

### **COMPONENTS OF THE PILOT EVICTION RESOLUTION PROGRAM**

Each pilot ERP will operate in accordance with (a) an enabling order from the Washington State Supreme Court, and (b) a standing order of the local superior court. These orders will require landlords to undertake efforts to engage tenants in resolution efforts including direct negotiation, facilitated conciliation services, and, upon agreement of both parties, formal mediation prior to filing an unlawful detainer action. The objective is to bring all parties to the table, with the assistance of qualified and trained Eviction Resolution Specialists, to explore the amount of rent arrears, the current and prospective circumstances of the tenant, the availability of rent and other assistance to cure or partially cure the arrearage, and the range of other terms that might resolve the matter in a way that allows the tenant to retain housing (and prevent the landlord's need to file an unlawful detainer action).

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<sup>1</sup> Designated pilot counties include King, Snohomish, Pierce, Thurston, Clark, and Spokane.

Principal parties and their roles include:

- **Washington State Supreme Court:** Issue an enabling order for the courts in the six pilot counties.
- **Superior Courts** in each of the six pilot counties: Adopt a standing order mandating that landlords: (a) comply with the Pilot ERP, including Tier 1 and Tier 2 notification and engagement processes, prior to serving and/or filing a summons and complaint for non-payment of rent after expiration of the state eviction moratorium; and (b) file the DRC Certification form if and as applicable at the time of filing a summons and complaint for non-payment of rent. The standing order will also designate the judicial officer(s) who will serve as the procedural point person(s) to work with relevant stakeholders on the implementation and ongoing administration of the ERP.
- **Local Dispute Resolution Centers (DRCs):** Hire and train Eviction Resolution Specialists (ERS's); receive landlord notices, engage tenants, civil legal aid attorneys associated with local Housing Justice Projects, administrators of local rent assistance programs, and others as necessary to commence early resolution of nonpayment of rent and related issues; provide conciliation and, where agreed upon by both parties, mediation; and issue a Certification form which will be required before a landlord may serve and/or file a summons and complaint for non-payment of rent after the state moratorium is lifted; and post the ERP materials and forms on their websites (if available).
- **Civil legal aid Housing Justice Projects (HJPs):** Receive notices from landlords, DRCs, or others; provide legal assistance to tenants participating in the Pilot ERP; participate in DRC-hosted conciliation and mediation services; and post the ERP materials and forms on their website (if available).
- **Washington State Office of Civil Legal Aid (OCLA):** Provide funding for civil legal aid HJPs in each of the pilot counties.
- **Washington State Administrative Office of the Courts (AOC):** On behalf of each pilot county's superior court, enter into a contract with Resolution Washington, the statewide umbrella organization for DRCs in Washington State. Funding will underwrite ERP operations at the DRCs in each of the pilot counties, including intake, conciliation, and mediation services, public outreach and awareness of the pilot ERP, interpreter

services, and translation of ERP forms into the languages deemed to be most useful given the demographics of the county, *e.g.* Spanish, Russian, Chinese, Korean, and Vietnamese.

While the pilot ERP establishes mandatory conditions precedent to service and/or filing of a summons and complaint for non-payment of rent in the participating counties when the moratoria are lifted, it is the intent of the UD Work Group and the superior courts in the pilot counties that landlords and tenants engage the pilot ERP even while eviction moratoria remain in place. Early resolution will help achieve better outcomes and should substantially reduce the anticipated demand on superior courts when these moratoria are lifted.

Because the pilot ERP will be underwritten initially with federal Coronavirus Relief Funds (CARES Act), it will terminate (along with CARES Act funded rent assistance programs) on December 30, 2020. The UD Work Group will continue to work with the Washington State Supreme Court, the Administrative Office of the Courts, the Office of Civil Legal Aid, the Superior Court Judges' Association, the Office of Financial Management, and legislative budget writers as necessary and appropriate to ensure ERP services are available when the current statewide eviction moratorium expires.

The Supreme Court  
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November 2, 2020

TO: Judicial System Colleagues and Court Users  
FROM: Chief Justice Debra Stephens  
RE: Eviction Resolution Program Pilot Project

Our state courts have responded to the many challenges of the COVID-19 pandemic with creative, innovative solutions that protect access to justice and keep courts open and safe.

As we approach the close of 2020, one imminent challenge facing superior courts is the anticipated wave of new eviction actions following the lifting of state, local, and federal eviction moratoria. The number of projected filings is staggering, and has the potential to create significant housing instability for families, impede the flow of resources available to both landlords and tenants, and overwhelm courts still reeling from substantial case backlogs.

Anticipating this challenge, the judicial branch convened a workgroup of stakeholders from across the state, under the leadership of the Superior Court Judges' Association, to address this daunting issue and develop solutions. Thanks to those efforts I am very pleased to announce the launch of the state's first pilot **Eviction Resolution Program (ERP)**. Landlord and tenant attorneys have worked side by side with judges, court personnel, and dispute resolution specialists to create this program which is designed to connect both landlords and tenants with available resources and to facilitate early resolutions where possible. The ERP will be piloted in six counties, **Spokane, King, Clark, Pierce, Thurston, and Snohomish**, as these counties collectively account for nearly 80% of annual eviction filings across the state.

The ERP is designed to offer help now. Even while eviction moratoria remain in place, the program establishes a voluntary framework for early identification and resolution of disputes involving non-payment of rent. After the state and federal moratoria are lifted, the ERP will require parties to engage in pre-litigation conciliation efforts prior to the filing of an unlawful detainer action in cases where non-payment of rent, or non-compliance with previously agreed-upon payment plans, are the primary reason for the landlord's action to evict.

On September 9, 2020 I signed a Supreme Court Order recognizing the authority of superior courts in Washington to implement an eviction resolution program for litigants to participate in prior to the filing of an unlawful detainer action in court, and to take all necessary steps to support such a program. Courts are authorized to enter local orders and contract with conciliation service providers. Pilot counties have individually issued local standing orders relating to the program which can be found on their websites along with FAQs, resources, and information on local protocols.

The ERP is designed to facilitate early resolution of eviction cases through the assistance of trained Eviction Resolution Specialists (ERSs) at community-based Dispute Resolution Centers (DRCs). These professionals are best situated to find solutions that allow tenants to maintain their tenancies when possible, and to locate rental assistance resources and/or payment plans to address the financial impact on landlords—without the need for court intervention.

This innovative ERP pilot program represents just one example of the amazing collaboration we have seen throughout and across our judicial system in response to the COVID-19 pandemic. I want to express my deepest thanks to the judges and justice partners whose hard work and commitment to problem-solving helped make this possible. Their efforts underscore the commitment we all share to supporting our communities in this time of great need.

## QUESTIONS AND ANSWERS REGARDING THE COVID-19 EMERGENCY PILOT EVICTION RESOLUTION PROGRAM (ERP)

Q: What is the Eviction Resolution Program (ERP)?

A: The ERP is a procedural initiative developed by the courts to facilitate early resolution of disputes over non-payment of rent and arrears during and after the state's emergency COVID-19 eviction moratorium. Established pursuant to an enabling order issued by the Washington State Supreme Court and in accordance with standing orders issued by local superior courts, the ERP establishes a voluntary framework for early identification and resolution of non-payment disputes during the continued moratorium. After the state and federal moratoria are lifted, the ERP will require landlords to engage in pre-litigation conciliation efforts prior to filing an unlawful detainer action in cases where non-payment of rent or non-compliance with previously agreed-upon payment plans are the primary reason for the landlord's action to evict.

Q: Why did the courts create the ERP model?

A: The COVID-19 emergency has caused serious economic pain throughout Washington State. Tens of thousands of tenants have experienced loss or reduction of income due to the economic recession and have been unable to pay their rent (or all of it). The Governor's emergency eviction moratorium (and extensions thereof) has caused severe economic hardship for landlords whose tenants have not paid rent and who are prohibited from seeking to evict them. Unless diverted, huge numbers of unlawful detainer cases will be filed once the moratoria are lifted, creating additional stress on our courts and court systems. To protect basic court system operations from being overwhelmed, it was determined that a system needed to be developed to divert and achieve resolution of cases where non-payment of rent was the principal reason for a landlord's decision to evict. The ERP is designed to protect court system functions by diverting and resolving these cases through the assistance of trained Eviction Resolution Specialists (ERSs) at community-based Dispute Resolution Centers (DRCs) who will bring tenants and their attorneys, landlords, rent and landlord assistance program staff, and others as appropriate to find solutions that will allow tenants to maintain their tenancies and ensure some level of rental payments (and, where allowed, payment plans<sup>1</sup>) to address the economic impact on landlords.

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<sup>1</sup> Under the CRF-funded Eviction Rent Assistance Program administered by the Department of Commerce and operated locally, landlords who receive ERAP funds may not require or seek tenant payment plans to cover the difference between rent owed and the amount of ERAP funds the landlord receives for the months for which rent assistance is paid.

Q: Who developed the ERP?

A: The ERP was developed by a work group established by the Superior Court Judges' Association (SCJA). The work group included representatives of landlord and rental housing associations, tenants, legal aid eviction defense attorneys, public housing authorities, dispute resolution centers, court clerks, the Administrative Office of the Courts, the Office of Civil Legal Aid, and superior court judicial officers.

Q: Where will the ERP operate?

A: The Supreme Court's enabling order authorizes all superior courts in the state to establish an ERP. Funding has been secured by the Administrative Office of the Courts (in partnership with the Supreme Court, OCLA, and the SCJA) to set up and operate pilot ERPs in six counties that historically experience almost 80% of all unlawful detainer filings. Pilot counties include:

- Snohomish
- King
- Pierce
- Thurston
- Clark
- Spokane

Q: Who is involved in the ERP?

A: Each ERP will be established pursuant to a standing order of a superior court. Parties to the program will include:

- Eviction Resolution Specialists (ERS) at the community-based Dispute Resolution Center (DRC) and
- Tenants and tenant attorneys
- Landlords and their attorneys
- Staff administering federal, state, local, and philanthropic rent and landlord assistance programs such as the Emergency Rent Assistance Program (ERAP) established by the Department of Commerce with federal CARES Act funding.

Q: How does the ERP operate during and after the moratoria?

A: During the moratoria, landlords are encouraged to notify the tenant of the opportunity to work with the DRC to resolve the dispute using resource Notice #1/Resource Sheet; in the event the tenant does not respond to the first notice, landlords are again encouraged to notify the tenant using Notice #2/Resource Sheet as well as to the local DRC. The DRC/ERS will try to contact tenants directly. If unsuccessful, they will refer the matter to a legal aid attorney at the local Housing Justice Program. Notices will encourage early resolution efforts consistent with the terms of the eviction moratoria. The ERS will coordinate with staff at the program operating the rent/landlord assistance programs in their jurisdiction. They will

meet and confer with tenants (and tenant attorneys) and landlords and attempt to resolve the issue of non-payment and future payments. If resolution cannot be achieved, formal mediation will be offered to the parties at no cost. Mediation is voluntary and requires the consent of both parties. A certification form will be issued following conclusion of the engagement with the DRC or in the event the tenant does not engage after Notices #1 and 2.

After the moratoria are lifted, the same procedures will be in place. However, landlords will be required to strictly comply with notice requirements and engage with the ERP by way of conciliation efforts. At the conclusion of each engagement, the ERS will issue a Certification documenting compliance or non-compliance with the process and the resolution, if any, that has been achieved. The certification must be filed with the court in any subsequent eviction action.

Q: When will the pilot ERPs be available?

A: Emergency funding has been requested so that DRC's can hire and train Eviction Resolution Specialists. On approval, the programs will move forward as quickly as possible. The goal is to have the basic infrastructure in place in each pilot county by November 1.

Q: Who is eligible to participate in the ERP?

A: Any tenant who is affected by the COVID-19 emergency, is behind in rent and faces the prospect of eviction when the moratoria are lifted, and any landlord whose tenant is behind in rent and wishes to access the ERP conciliation process.

Q: Is there an income eligibility requirement?

A: No.

Q: Is the program open to tenants who may be undocumented?

A: Yes.

Q: Should tenants try to get a lawyer?

A: Yes! It is recommended that tenants seek legal advice about any agreement that they are asked to enter into with their landlord. It is also recommended that tenants have a lawyer assist during the initial conciliation effort and, if the parties agree, with the mediation.

Q: Where can tenants find **free legal help**?

A: Notices/Resource Sheets issued by the landlord will include contact information for the local legal aid Housing Justice Project. DRCs will also provide information about who to contact to get legal help. Finally, additional information will be made available

throughout each jurisdiction in which a pilot ERP operates. The Administrative Office of the Courts has a [web page](#) dedicated to the ERP.

Q: Does it cost anything for landlords or tenants to participate in the ERP?

A: No, there are no charges for ERP conciliation or mediation services.

Q: How long will this process take? Will participation extend statutory times governing unlawful detainer process?

A: The ERP is designed to operate quickly and consistent with current statutory timelines. If landlords comply with the notice and conciliation requirements of the ERP, the unlawful detainer process may proceed consistent with those timelines in cases where resolution has not been achieved and the DRC Certification is provided to the court.

Q: Do landlords or tenants have to wait to receive a notice inviting them to participate in the ERP?

A: No. Landlords and tenants are encouraged to contact the DRC to address issues in cases where the tenant cannot meet current rental obligations and also where rental payments are not current and back rent is owed. The earlier the engagement, the more likely mutually agreeable solutions can be found.

Q: Should tenants agree to a repayment plan if one is offered at mediation?

A: Tenants should make informed decisions about whether to agree to a repayment plan. Tenants should not agree to a repayment plan with which they know they will likely be unable to comply. As noted above, tenants should seek legal assistance before they enter into a repayment plan, as they may have additional legal protections that make a specific repayment plan not in their best interests.

Q: Is the program available outside of the pilot counties?

A: The Supreme Court has authorized every superior court in Washington State to establish an ERP. Regardless of whether an ERP exists in a certain county, landlords and tenants are encouraged to reach out to and work with their DRC. A list of DRCs can be found at: <https://www.resolutionwa.org/locations>.

Q: Is rent assistance available to help tenants with back rent?

A: State/federal and sometimes local rent assistance may be available for low-income tenants in each pilot county. Each Eviction Resolution Specialist will coordinate with local rent assistance programs so that eligible tenants can access such assistance while it is still available. In many places, currently authorized rent assistance runs out at the end of the year. The resource sheet provided by the landlord lists a number for tenants to call for rent assistance. Regardless of whether they choose to participate in the ERP, tenants are encouraged to call for help immediately. Keep in mind, some counties have

had local rent assistance prior to COVID-19.

Q: Is participation mandatory? Will refusal to participate in the ERP be used against either the landlord or the tenant in a subsequent unlawful detainer proceeding?

A: Under the state eviction moratorium, landlords are prohibited from seeking to evict a tenant based on nonpayment of rent. Until the moratoria are lifted, landlords' participation is voluntary though highly encouraged. When the moratoria are lifted, landlords must participate in the program and secure a DRC Certificate before filing an unlawful detainer action. Tenants are not required to participate but strongly encouraged to do so, as failure to participate will result in a DRC Certificate being issued and submitted along with the Summons and Complaint for Unlawful Detainer.

Q: What happens if a tenant enters into an agreement during conciliation or mediation and the landlord does not follow it?

A: Agreements are captured in writing. Tenants can take the agreement to court if the landlord does not follow their side of the agreement. Tenants will be encouraged to contact their local legal aid Housing Justice Project if they believe their landlord has not lived up to the terms of the agreement.

Q: What happens if a tenant enters into an agreement during conciliation or mediation and then does not comply with the terms of the agreement?

A: During the moratorium, the best suggestion is for the landlord to contact the DRC and the HJP (if it was involved in the conciliation) to seek assistance in securing the tenant's compliance or, if the tenant remains unwilling to comply, obtain the DRC Certification. After the moratorium, the landlord must provide a copy of the DRC Certification and a declaration outlining the terms of the agreement reached and the tenant's substantial failure to comply. Courts are encouraged to grant latitude to tenants committed to complying but who need more time to do so.

Q: What if a tenant pays what was agreed during the conciliation/mediation and the landlord still tries to evict them?

A: Tenants should contact their local Housing Justice Project immediately.

Q: Will the process comply with COVID-19 public health and social distancing requirements?

A: Yes. Until otherwise allowed, conciliation and mediation efforts will be handled virtually either via Zoom, other virtual media platform, or telephone. Accommodation will be made for those who are high risk or otherwise do not feel safe in face-to-face environments.

- Q: What about tenants for whom English is not their first language?
- A: Interpreter services will be provided at no cost to the tenant.
- Q: When the moratoria are lifted, what happens if the parties do not achieve agreement during a mediation session? Will the failure to achieve agreement be used by the judge as a basis to grant the landlord's request to evict?
- A: The DRC Certificate will, with the respective party's permission, capture the last best offer of both parties. This may be taken into account by the judge in determining whether reasonable payment and repayment options were offered to the tenant.
- Q: Will refusal to participate in formal mediation be used against either the landlord or the tenant?
- A: No. Mediation is optional, not required. The judge may not use a landlord's or tenant's decision not to mediate as a basis for deciding the outcome of the case.
- Q: What about a situation where there are multiple tenants (roommates) on the lease, each of whom is responsible for a portion of the rent? Do all have to participate?
- A: There is no uniform answer to this question. It depends on the nature of the lease agreement. If all roommates are jointly liable for the rent, then it would be best to have all participate. Each case, though, will be different, and it is best to work with the Eviction Resolution Specialist to determine what approach is appropriate for the situation.
- Q: During the moratoria, what happens if a landlord seeks to evict a tenant either through court or through other means?
- A: During the moratoria landlords may not evict or threaten to evict a tenant for non-payment of rent. There are only very limited circumstances under which tenants may be evicted, and these generally require an immediate threat to the health and safety of others or a landlord's decision to reoccupy the rental property on a permanent basis. Tenants who feel they are being threatened with eviction should immediately contact their local Housing Justice Project or the Attorney General's Office. The Attorney General's Eviction Moratorium Complaint Form is at: <https://fortress.wa.gov/atg/formhandler/ago/COVID19EvictionComplaintForm.aspx>.

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

**SCENARIO #1:** Tenant Engages with Landlord within the 14-day notice period (re: the Notice to Pay or Vacate) without active DRC Involvement; Multiple early resolution (ER) options available (involving the local DRC/ERS &/or HJP) to assist the Tenant and Landlord in the event they are unable to achieve resolution on their own to include: Resolution Facilitation, Meet & Confer #1, Mediation & Meet & Confer #2.

TIMELINE	ACTION	COMMENTS
DAY 1	Landlord (LL) sends Tenant (T): <ul style="list-style-type: none"> <li>• Rent Owing Notice; and</li> <li>• Eviction Resolution Program (ERP) Notice #1 &amp; Resource Sheet (combined).</li> </ul>	<b>Use:</b> <b>Mandatory Form:</b> <b>ERP Notice #1 &amp; Resource Sheet that includes contact information for: (a) rental assistance program; (b) the local Housing Justice Project (HJP) and local Northwest Justice Project (NJP); and (c) local DRC.</b>
DAY 1 to DAY 14	<b>T engages with LL within this time period without active DRC involvement.</b>	
	Case gets resolved.	
ONGOING	If Case DOES not get resolved: <b>OPTION A - Resolution Facilitation:</b> <ul style="list-style-type: none"> <li>• T or LL – either one – contacts DRC/ERS (Dispute Resolution Center/Eviction Resolution Specialist) for <i>Resolution Facilitation</i>.</li> <li>• DRC/ERS makes contact with T if and as needed (e.g. if LL contacted DRC/ERS for <i>Resolution Facilitation</i>).</li> <li>• T engages with DRC/ERS.</li> <li>• DRC/ERS works on funding packet; funding packet received.</li> <li>• DRC/ERS undertakes <i>Resolution Facilitation</i> with T and LL. HJP</li> </ul>	<b>Note:</b> <b>DRC trains and has Eviction Resolution Specialists (ERS) ready to assist.</b>

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

TIMELINE	ACTION	COMMENTS
	<p>involvement &amp;/or participation preferred.</p> <ul style="list-style-type: none"> <li>• Case gets resolved.</li> </ul>	
ONGOING	<p><u>T did not engage in Option A or if Case does NOT get resolved:</u></p> <p><b>OPTION B – Meet &amp; Confer #1:</b></p> <ul style="list-style-type: none"> <li>• DRC/ERS connects T to HJP &amp; Paying Agency/Agencies.</li> <li>• T works with HJP; DRC/ERS shares funding packet with HJP.</li> <li>• DRC/ERS schedules <i>Meet &amp; Confer #1</i>.</li> <li>• HJP, T, LL &amp; LL’s attorney &amp; DRC/ERS meet &amp; confer.*</li> <li>• Case gets resolved.</li> </ul>	<p><u>Soft Engagement/Conciliation</u></p>
ONGOING	<p><u>If Case does NOT get Resolved:</u></p> <p><b>OPTION C - Optional Mediation:</b></p> <ul style="list-style-type: none"> <li>• DRC/ERS offers <i>mediation</i>.</li> <li>• If <i>mediation</i> is accepted by both parties, the DRC/ERS schedules <i>mediation</i> for the parties and their respective attorneys and the ERS.</li> <li>• Mediation occurs.</li> <li>• Case gets resolved.</li> </ul>	
ONGOING	<p><u>If Mediation NOT accepted by both parties OR If Case does NOT get resolved:</u></p> <p><b>OPTION D – DRC Certification:</b></p> <ul style="list-style-type: none"> <li>• No mediation; DRC/ERS gives DRC Certification Form to LL who can file unlawful detainer (UD) case in court.</li> </ul>	<p><u>Use:</u></p> <p><b><u>Mandatory Form:</u></b>  <b><u>DRC Certification Form to include: parties met, whether mediation was or was not offered, whether mediation was or was not accepted, case not resolved, and, as applicable, whether parties agree to any information (from meet &amp;</u></b></p>

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

TIMELINE	ACTION	COMMENTS
		<b>confer and/or mediation) being shared with the court at a later date.</b>
	<p><b>*If T <u>did not</u> have representation at <i>Meet &amp; Confer #1</i>:</b></p> <ul style="list-style-type: none"> <li>• A <i>Meet &amp; Confer #2</i> is scheduled by the DRC/ERS within a reasonable time and with notice to the invitees/attendees, <i>i.e.</i> the T, the LL, T representation and LL representation.</li> <li>• The DRC/ERS provides T with referral/connection to the local HJP and the local NJP office for help/representation before and at the <i>Meet &amp; Confer #2</i>.</li> <li>• <i>Meet &amp; Confer #2</i> occurs.</li> <li>• Case gets resolved.</li> <li>• <b><u>If case does NOT get resolved:</u></b> DRC/ERS offers mediation; if mediation is accepted by both parties, the DRC/ERS schedules mediation for the parties and provides T with referral/connection to local HJP and the local NJP office for help/representation before and at mediation.</li> <li>• Mediation occurs.</li> <li>• Case resolved.</li> <li>• <b><u>If case does NOT get resolved:</u></b> <ul style="list-style-type: none"> <li>• DRC/ERS gives DRC Certification Form to LL who can file UD case in court.</li> </ul> </li> </ul>	

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

**SCENARIO #2:** *Tenant engages with Landlord within 14-day notice to pay or vacate period **and** one or both of the parties contacts DRC/ERS to assist with resolution. Multiple early resolution (ER) options available (involving the local DRC/ERS &/or HJP) to include: Resolution Facilitation, Meet & Confer #1, Mediation & Meet & Confer #2.*

TIMELINE	ACTION	COMMENTS
DAY 1	Landlord (LL) sends Tenant (T): <ul style="list-style-type: none"> <li>Rent Owning Notice; and</li> <li>Eviction Resolution Program (ERP) Notice #1 &amp; Resource Sheet.</li> </ul>	<b>Use:</b> <b>Mandatory Form:</b> <b>ERP Notice #1 &amp; Resource Sheet that includes contact information for: (a) rental assistance program; (b) the local HJP and local NJP; and (c) local DRC.</b>
DAY 1 to DAY 14	T engages with LL within this time period.	
DAY 1 to DAY 14	T or LL – either one – contacts DRC/ERS for <b>Resolution Facilitation.</b>	<b>Note:</b> <b>DRC trains and has Eviction Resolution Specialists (ERS) ready to assist.</b>
ONGOING	DRC/ERS makes contact with T if and as needed (e.g. if LL contacted DRC for <b>Resolution Facilitation</b> ).	
ONGOING	T engages with DRC/ERS.	
ONGOING	DRC/ERS works on funding packet; funding packet received.	
ONGOING	DRC/ERS undertakes <b>Resolution Facilitation</b> with T and LL; HJP involvement &/or participation preferred.	
	Case gets resolved.	
	<b>If Case does NOT get resolved:</b> <b>OPTION A – Meet &amp; Confer #1:</b> <ul style="list-style-type: none"> <li>DRC connects T to HJP &amp; Paying Agency/Agencies.</li> <li>T works with HJP; DRC shares funding packet with HJP.</li> </ul>	<b>Soft Engagement/Conciliation</b>

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

TIMELINE	ACTION	COMMENTS
	<ul style="list-style-type: none"> <li>• DRC/ERS schedules <i>Meet &amp; Confer #1</i>.</li> <li>• HJP, T, LL &amp; LL's attorney &amp; DRC/ERS meet &amp; confer.</li> <li>• Case gets resolved.</li> </ul>	
ONGOING	<p><b>If Case does NOT get Resolved:</b></p> <p><b>OPTION B – Optional Mediation:</b></p> <ul style="list-style-type: none"> <li>• DRC/ERS offers mediation.</li> <li>• If mediation is accepted by both parties, the DRC/ERS schedules mediation for the parties and their respective attorneys and the ERS.</li> <li>• Mediation occurs.</li> <li>• Case gets resolved.</li> </ul>	
ONGOING	<p><b>If Mediation NOT accepted OR If Case does NOT get resolved:</b></p> <p><b>OPTION C – DRC Certification:</b></p> <ul style="list-style-type: none"> <li>• No mediation; DRC/ERS gives DRC Certification Form to LL who can file UD case in court.</li> </ul>	<p><b>Use:</b></p> <p><b>Mandatory Form:</b>  <i>DRC Certification Form to include: parties met, mediation was or was not offered, whether mediation was or was not accepted, case not resolved and, as applicable, whether the parties agree to any information (from meet &amp; confer and/or mediation) being shared with the court at a later date.</i></p>
ONGOING	<p><b>*If T did not have representation at <i>Meet &amp; Confer #1</i>:</b></p> <ul style="list-style-type: none"> <li>• A <i>Meet &amp; Confer #2</i> is scheduled by the DRC/ERS within a reasonable time and with notice to the invitees/attendees, <i>i.e.</i> the T, the LL, T representation and LL representation.</li> </ul>	

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

TIMELINE	ACTION	COMMENTS
	<ul style="list-style-type: none"> <li>• The DRC/ERS provides T with referral/connection to the local HJP and local NJP office for help/representation before and at the <i>Meet &amp; Confer #2</i>;</li> <li>• <i>Meet &amp; Confer #2</i> occurs.</li> <li>• Case gets resolved.</li> <li>• <u>IF Case does NOT get resolved:</u> DRC/ERS offers mediation and if mediation is accepted by both parties, the DRC/ERS schedules mediation for the parties and provides T with referral/connection to the local HJP and local NJP office for help/representation before and at mediation.</li> <li>• Mediation occurs.</li> <li>• Case resolved.</li> <li>• <u>If case does NOT get resolved:</u> <ul style="list-style-type: none"> <li>• DRC/ERS gives DRC Certification Form to LL who can file UD case in court.</li> </ul> </li> </ul>	

**SCENARIO #3:** *Tenant does not engage unilaterally with the Landlord during the 14-day notice to pay or vacate period **and** the Tenant &/or Landlord contacts the local DRC/ERS during the 14-day notice period. Multiple early resolution (ER) options available (involving the local DRC/ERS &/or HJP) to include: Resolution Facilitation, Meet & Confer #1, Mediation & Meet & Confer #2.*

TIMELINE	ACTION	COMMENTS
DAY 1	Landlord (LL) sends Tenant (T): <ul style="list-style-type: none"> <li>• Rent Owing Notice; and</li> <li>• Eviction Resolution Program (ERP) Notice #1 &amp; Resource Sheet (combined).</li> </ul>	<b>Use:</b> <u><b>Mandatory Form:</b></u> <i><b>ERP Notice #1 &amp; Resource Sheet that includes contact information for: (a) rental assistance program; (b) and</b></i>

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

TIMELINE	ACTION	COMMENTS
		<b>to the local HJP and local NJP; and (c) local DRC.</b>
DAY 1 to DAY 14	<b>T or LL contacts DRC/ERS.</b>	
DAY 1 to DAY 21	DRC/ERS connects T to HJP & Paying Agency.	
DAY 1 to DAY 21	DRC/ERS works on funding packet; funding packet received.	<b>Note:</b> DRC trains and has Eviction Resolution Specialists (ERS) ready to assist.
ONGOING	<b>OPTION A – Meet &amp; Confer #1:</b> <ul style="list-style-type: none"> <li>• T works with HJP; DRC/ERS shares funding packet with HJP.</li> <li>• DRC/ERS Schedules <i>Meet &amp; Confer #1</i>.</li> <li>• HJP, T, LL &amp; LL's attorney &amp; DRC/ERS meet &amp; confer.*</li> <li>• Case gets resolved.</li> </ul>	<b>Soft Engagement/Conciliation</b>
ONGOING	<u>If Case does NOT get Resolved:</u> <b>OPTION B – Optional Mediation:</b> <ul style="list-style-type: none"> <li>• DRC/ERS offers mediation.</li> <li>• If accepted by both parties, the DRC/ERS schedules mediation for the parties and their respective attorneys and the ERS.</li> <li>• Mediation occurs.</li> <li>• Case gets resolved.</li> </ul>	
ONGOING	<u>If Mediation NOT accepted OR If Case does NOT get resolved:</u> <b>OPTION C – DRC Certification:</b> <ul style="list-style-type: none"> <li>• No mediation; DRC/ERS gives DRC Certification Form to LL who can file UD case in court.</li> </ul>	<b>Use:</b> <b>Mandatory Form:</b> DRC Certification Form to <i>include: parties met, mediation was or was not offered, whether mediation was or was not accepted, case not resolved and, as</i>

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

TIMELINE	ACTION	COMMENTS
		applicable, whether the parties agree to any information (from meet & confer and/or mediation) being shared with the court at a later date.
ONGOING	<p><b>*If T did not have representation at <i>Meet &amp; Confer #1</i>:</b></p> <ul style="list-style-type: none"> <li>• A <i>Meet &amp; Confer #2</i> is scheduled by the DRC/ERS within a reasonable time and with notice to the invitees/attendees, <i>i.e.</i> the T, the LL, T representation and LL representation.</li> <li>• The DRC/ERS provides T with referral/connection to the local HJP and local NJP office for help/representation before and at the <i>Meet &amp; Confer #2</i>.</li> <li>• <i>Meet &amp; Confer #2</i> occurs.</li> <li>• Case gets resolved.</li> <li>• <u>If Case does NOT get resolved:</u> DRC/ERS offers mediation; if mediation is accepted by both parties, the DRC/ERS schedules mediation for the parties and provides T with referral/connection to the local HJP and local NJP office for help/representation before and at mediation.</li> <li>• Mediation occurs.</li> <li>• Case resolved.</li> <li>• <u>If case does NOT get resolved:</u></li> </ul>	

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

TIMELINE	ACTION	COMMENTS
	<ul style="list-style-type: none"> <li>DRC/ERS gives DRC Certification Form to LL who can file UD case in court.</li> </ul>	

**SCENARIO #4:** *The tenant or landlord initiates the ERP process without a 14-day notice. Multiple resolution options available (involving the local DRC/ERS &/or HJP) to include: Resolution Facilitation, Meet & Confer #1, Mediation & Meet & Confer #2.*

TIMELINE	ACTION	COMMENTS
As mutually acceptable to the T, LL, DRC/ERS & HJP	<b>T DRC/ERS</b> to initiate the ERP.	
	The DRC/ERS contacts the LL to see if the LL will voluntarily participate in the ERP and explains efforts to be undertaken to obtain rental assistance and reach global resolution relative to tenancy. LL encouraged to have LL's counsel involved if desired.	
	If the LL agrees to participate in the ERP: then DRC/ERS connects T to HJP & Paying Agency.	
	DRC/ERS works on funding packet; funding packet received.	
	<b>OPTION A – Meet &amp; Confer #1:</b> <ul style="list-style-type: none"> <li>T works with HJP; DRC/ERS shares funding packet with HJP.</li> <li>DRC/ERS Schedules <i>Meet &amp; Confer #1</i>.</li> <li>HJP, T, LL &amp; LL's attorney (if retained) &amp; DRC/ERS meet &amp; confer.*</li> </ul> Case gets resolved.	
	<b>If Case does NOT get Resolved:</b> <b>OPTION B – Optional Mediation:</b>	

## Eviction Resolution Program (ERP)

### TIER ONE – Landlord sends Notice #1/Resource Sheet to Tenant along with 14-day Notice to Pay or Vacate

*\*\*HOWEVER: The ERP is a 2-step process that can be initiated by either the Landlord or the Tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the Landlord is obligated to participate in the meet & confer process.\*\**

<u>TIMELINE</u>	<u>ACTION</u>	<u>COMMENTS</u>
	<ul style="list-style-type: none"><li>• DRC/ERS offers mediation.</li><li>• If accepted by both parties, the DRC/ERS schedules mediation for the parties and their respective attorneys and the ERS.</li><li>• Mediation occurs.</li></ul> Case gets resolved.	

## Eviction Resolution Program (ERP)

### TIER TWO – Landlord Sends Notice #2/Resource Sheet to Tenant & local DRC After Tenant Fails to Respond to “14-day Notice to Pay or Vacate” & Notice #1

*\*\*Most Likely But Not Exclusive Scenarios\*\**

**SCENARIO #1:** - Tenant Does Not Respond to Notice #2 from the Landlord and does not respond to outreach efforts by the local DRC during a ten (10) day calendar period which is subsequent to expiration of the 14-day period related to the Landlord’s Notice to Pay or Vacate, i.e. Notice #1; DRC Certification issues.

<b>TIMELINE</b>	<b>ACTION</b>	<b>COMMENTS</b>
DAY 15+ (sent at least 14 days after Notice #1 <b>and</b> IF no response to Notice #1)	Landlord (LL) sends Tenant (T) & Dispute Resolution Center/Eviction Resolution Specialist (DRC/ERS): <ul style="list-style-type: none"> <li>• Rent Owing Notice; and</li> <li>• Eviction Resolution Program (ERP) Notice #2 &amp; Resource Sheet (combined).</li> </ul>	<b>Use:</b> <b>Mandatory Form:</b> <b>ERP Notice #2 &amp; Resource Sheet that includes contact information for: (a) rental assistance program; (b) the local Housing Justice Project (HJP) and local Northwest Justice Project (NJP); and (c) the local DRC.</b>
DAY 15+	DRC/ERS Notifies the local Housing Justice Project (HJP).	<b>Note:</b> <b>Notification by DRC/ERS to HJP: “locale-specific.”</b>
DAY 15-DAY 25	DRC/ERS makes three (3) attempts to contact T for the next ten (10) calendar days.	<b>Note:</b> <b>DRC trains and has Eviction Resolution Specialists (ERS) ready to assist.</b>
	<b>T does NOT respond to DRC’s outreach efforts during the ten (10) calendar days.</b>	
	DRC/ERS issues DRC Certification Form to LL who can file unlawful detainer (UD) case in court.	<b>Use:</b> <b>Mandatory Form:</b> <b>DRC Certification Form to include: parties met, whether mediation was or was not offered, whether mediation was or was not accepted, case not resolved, and, as applicable, whether parties agree to any information (from meet &amp; confer and/or mediation) being shared with the court at a later date.</b>

## Eviction Resolution Program (ERP)

### TIER TWO – Landlord Sends Notice #2/Resource Sheet to Tenant & local DRC After Tenant Fails to Respond to “14-day Notice to Pay or Vacate” & Notice #1

*\*\*Most Likely But Not Exclusive Scenarios\*\**

**SCENARIO #2:** - After the 14-day Notice period has expired (i.e. the Notice to Pay or Vacate), the Tenant & the local DRC receives Notice #2; DRC undertakes outreach to Tenant; Tenant Responds & Engages with DRC/ERS at some point during a subsequent ten (10) day calendar period; Multiple early resolution (ER) options available (involving the local DRC/ERS & HJP) to include: Resolution Facilitation, Meet & Confer #1, Mediation, Meet & Confer #2.

TIMELINE	ACTION	COMMENTS
DAY 15+ (sent at least 14 days after Notice #1 and IF no response to Notice #1)	Landlord (LL) sends Tenant (T) & DRC/ERS: <ul style="list-style-type: none"> <li>Rent Owing Notice; and</li> <li>Eviction Resolution Program (ERP) Notice #2 &amp; Resource Sheet (combined).</li> </ul>	<u>Use:</u> <b>Mandatory Form: ERP Notice #2 and Resource Sheet that includes contact information for: (a) rental assistance program; (b) the local HJP and the local NJP; (c) local DRC.</b>
DAY 15+	DRC/ERS Notifies HJP.	<u>Note:</u> <b>Notification by DRC/ERS to HJP: “locale-specific.”</b>
DAY 15+	DRC/ERS makes three (3) attempts to contact T during a ten (10) calendar day period.	<u>Note:</u> <b>DRC trains and has Eviction Resolution Specialists (ERS) ready to assist.</b>
ONGOING	<b>T does respond and engages with DRC/ERS (during the ten (10) day calendar period).</b>	
ONGOING	DRC/ERS connects T to HJP & Paying Agency/Agencies.	
ONGOING	DRC/ERS works on funding packet; funding packet received.	
ONGOING	<b>OPTION A – Resolution Facilitation:</b> <ul style="list-style-type: none"> <li>DRC/ERS facilitates resolution with LL &amp; T; HJP involvement &amp;/or participation preferred.</li> <li>Case gets resolved.</li> </ul>	
ONGOING	<u>If Case does NOT get resolved:</u> <b>OPTION B – Meet &amp; Confer #1:</b>	<b>Soft Engagement/Conciliation</b>

## Eviction Resolution Program (ERP)

### TIER TWO – Landlord Sends Notice #2/Resource Sheet to Tenant & local DRC After Tenant Fails to Respond to “14-day Notice to Pay or Vacate” &

#### Notice #1

*\*\*Most Likely But Not Exclusive Scenarios\*\**

TIMELINE	ACTION	COMMENTS
	<ul style="list-style-type: none"> <li>• T works with HJP; DRC/ERS shares funding packet with HJP.</li> <li>• DRC/ERS Schedules <i>Meet &amp; Confer #1</i></li> <li>• HJP, T, LL &amp; LL’s attorney &amp; DRC/ERS meet &amp; confer.*</li> <li>• Case gets resolved.</li> </ul>	
	<p><u>If Case does NOT get resolved:</u>  <b>OPTION C – Optional Mediation:</b></p> <ul style="list-style-type: none"> <li>• DRC/ERS offers <i>mediation</i>.</li> <li>• If <i>mediation</i> is accepted by both parties, the DRC/ERS schedules <i>mediation</i> for the parties and their respective attorneys and the ERS;</li> <li>• <i>Mediation</i> occurs.</li> <li>• Case gets resolved.</li> </ul>	
	<p><u>If Mediation NOT accepted by both parties OR if case does NOT get resolved:</u>  <b>OPTION D – DRC Certification:</b></p> <ul style="list-style-type: none"> <li>• No mediation; DRC/ERS gives DRC Certification Form to LL who can file UD case in court.</li> </ul>	<p><u>Use:</u>  <b>Mandatory Form:</b>  <i>DRC Certification Form to include: parties met, whether mediation was or was not offered, whether mediation was or was not accepted, case not resolved, and, as applicable, whether parties agree to any information (from meet &amp; confer and/or mediation) being shared with the court at a later date.</i></p>
	<p>*If T <u>did not</u> have representation at <i>Meet &amp; Confer #1</i>:</p> <ul style="list-style-type: none"> <li>• A <i>Meet &amp; Confer #2</i> is scheduled by the DRC/ERS within a reasonable time and with notice to the invitees/attendees, <i>i.e.</i> the T, the LL, T representation and LL representation.</li> </ul>	

## Eviction Resolution Program (ERP)

### TIER TWO – Landlord Sends Notice #2/Resource Sheet to Tenant & local DRC After Tenant Fails to Respond to “14-day Notice to Pay or Vacate” & Notice #1

*\*\*Most Likely But Not Exclusive Scenarios\*\**

TIMELINE	ACTION	COMMENTS
	<ul style="list-style-type: none"> <li>• The DRC/ERS provides T with referral/connection to the local HJP and the local NJP office for help/representation before and at the <i>Meet &amp; Confer #2</i>.</li> <li>• <i>Meet &amp; Confer #2</i> occurs.</li> <li>• Case gets resolved.</li> <li>• <u>If Case does NOT get resolved:</u> DRC/ERS offers <i>mediation</i>; if <i>mediation</i> is accepted by both parties, the DRC/ERS schedules <i>mediation</i> for the parties and provides T with referral/connection to the local HJP and the local NJP office for help/representation before and at <i>mediation</i>.</li> <li>• <i>Mediation</i> occurs.</li> <li>• Case resolved.</li> <li>• <u>If case does NOT get resolved:</u> <ul style="list-style-type: none"> <li>• DRC/ERS gives DRC Certification Form to LL who can file UD case in court.</li> </ul> </li> </ul>	

# Are you a tenant facing eviction, or a property owner dealing with non-payment of rent?

If you live in King, Pierce, Snohomish,  
Thurston, Clark, or Spokane County, find out how  
the Eviction Resolution Program can help you.

## About the Program

The “Eviction Resolution Program” (ERP) allows tenants and landlords to meet with a neutral mediator before an eviction lawsuit is filed. The ERP is free to the tenant and landlord.

## Participating in the Program

After the state eviction moratorium ends:

- Landlords must give tenants the option to participate in the ERP before the landlord can file an eviction lawsuit in court.
- Tenants may choose whether or not to participate in the ERP.
- If a tenant chooses to participate, the landlord must participate.
- The tenant has a right to be represented by a lawyer. A lawyer may be provided free of charge.



## About the Process

- A neutral third party early resolution specialist (ERS) with a Dispute Resolution Center (DRC) facilitates the ERP process.
- The ERS will try to connect tenants to any available rental assistance.
- If the tenant does not participate in the ERP, or if the ERP is unsuccessful, the landlord may file an eviction lawsuit. The tenant may ask a lawyer for help defending them in an eviction lawsuit. There are free Eviction Defense Clinics and Housing Justice Projects in each of these counties.



For more information  
[www.courts.wa.gov/EvictionResolutionProgram](http://www.courts.wa.gov/EvictionResolutionProgram)

# EVICTIION RESOLUTION PROGRAM

The Eviction Resolution Program (ERP) **is required** by Washington Supreme Court Order in the following counties prior to filing an unlawful detainer action for nonpayment of rent provided that the ERP is adopted via a Standing Order by each pilot county listed below.

- Clark County
- King County
- Pierce County
- Snohomish County
- Spokane County
- Thurston County

The ERP is a meet and confer mediation style process to assist landlords and tenants in resolving nonpayment of rent cases. Formal mediation is available by agreement of both the landlord and tenant.

This pilot program extends through December 31, 2020. Various eviction moratorium exist locally and nationally, landlords are strongly encouraged to consult an attorney prior to serving a 14-day notice and/or filing an unlawful detainer action.

The ERP is a two-step process that can be **initiated by either the landlord or the tenant without service of a 14-day notice.** If the tenant initiates or responds to a notice, the landlord is obligated to participate in the meet and confer process.

## Step 1

With a rent due notice or letter, the first meet and confer notice (**Eviction Resolution Program: Notice #1: Opportunity for Early Resolution & Resource Information**) must be delivered to the tenant. The tenant may voluntarily engage in the process within 14 days. The Notice includes contact information of the county Dispute Resolution Center (DRC), rental assistance resources and the county tenant-attorneys.

## Step 2

*(Proceed to Step 2 if the tenant does not respond within 14 days)*

If the tenant does not respond to the first notice, the second notice (**Eviction Resolution Program: Notice #2: Opportunity for Early Resolution & Resource Information**) must be delivered to the tenant. The tenant has 10 days to respond.

The second notice must be emailed to the county DRC. **You must send Notice #2 by email to the DRC in the County where your property is located at the email address below.**

County	DRC Name	Telephone Number	Email Address
Clark	Community Mediation Svcs.	(360) 334-5862 x1001	info@mediationclarkcounty.org
King	DRC of King Co.	(206) 443-9603, ext. 115	housing@kcdrc.org
Pierce	Center for Resolution	(253) 572-3657	solveit@centerforresolution.org
Snohomish	Volunteers of America	425-339-1335 x3	earlyresolution@voaww.org
Spokane	NW Mediation Center Fulcrum Dispute Resolution	(509) 456-0103, or (509) 838-2799	info@nwmediationcenter.com info@fulcrumdispute.com
Thurston	DRC of Thurston Co.	(360) 965-1155	info@mediatethurston.org

The Dispute Resolution Center will attempt to make contact with the tenant three times in a one-week period. 10 days after the DRC receives the notice, they will provide the landlord with a report.



# EVICTION RESOLUTION PROGRAM

## OPPORTUNITY FOR EARLY RESOLUTION & RESOURCE INFORMATION

**\*\*Attention Landlords: This notice should be sent to the Dispute Resolution Center in the County where your property is located in addition to being provided to the tenant/s.**

***\*See DRC e-mails on page 2 of this Notice.\*\****

**\*\*Tenants: Please respond within 10 days of the date below!\*\***

**Date:** \_\_\_\_\_

<b>TO:</b>	<b>FROM: (Send Response here);</b>
<b>Name:</b>	<b>Name of Landlord (LL):</b>
	<b>Name of LL's Attorney:</b>
<b>Telephone</b>	<b>Telephone for LL:</b>
	<b>Telephone for LL's Attorney:</b>
<b>E-mail:</b>	<b>E-mail for LL:</b>
	<b>E-mail for LL's Attorney:</b>

### **HELP & RESOURCES ARE AVAILABLE – DO NOT DELAY!**

- ① Tenants:** A NEUTRAL THIRD PARTY OR LOCAL LEGAL AID PROGRAM MAY BE ABLE TO HELP YOU WITH YOUR RENT AT NO COST TO YOU.
- ② Tenants:** YOU MAY ASK FOR A MEDIATOR TO ASSIST YOU AND THE LANDLORD
- ③ Tenants: GET HELP:** To get free early resolution or free legal help contact the **Dispute Resolution Center** or **Get a Lawyer** telephone numbers below in the county where you live.

### **RESOURCES**

County	Dispute Resolution Center	Rental Assistance	Get a Lawyer
Clark County	(360) 334-5862, ext. 1001	<a href="https://www.councilforthehomeless.org/erap/">https://www.councilforthehomeless.org/erap/</a>	(360) 334-4007
King County	(206) 443-9603, ext. 115	<a href="https://kingcounty.gov/depts/community-human-services/COVID/eviction-prevention-rent-assistance.aspx">https://kingcounty.gov/depts/community-human-services/COVID/eviction-prevention-rent-assistance.aspx</a>	(206) 267-7069
Pierce County	(253) 572-3657	<a href="https://www.piercecountywa.gov/housinghelp">https://www.piercecountywa.gov/housinghelp</a>	(253) 572-5134
Snohomish County	(425) 339-1335 x3	Call 211	(425) 258-9283 Ext. 5

# EVICTION RESOLUTION PROGRAM

## OPPORTUNITY FOR EARLY RESOLUTION & RESOURCE INFORMATION

**\*\*Attention Landlords: This notice should be sent to the Dispute Resolution Center in the County where your property is located in addition to being provided to the tenant/s.**

***\*See DRC e-mails on page 2 of this Notice.\*\****

### RESOURCES – continued:

County	Dispute Resolution Center	Rental Assistance	Get a Lawyer
Spokane County	(509) 456-0103 (509) 838-2799	<a href="http://www.snapwa.org">www.snapwa.org</a> Call 509-456-7627	(509) 477-2674
Thurston County	(360) 965-1155	<a href="http://www.caclmt.org/">http://www.caclmt.org/</a> <a href="https://hatc.org/community-resources/eviction-rent-assistance-program/">https://hatc.org/community-resources/eviction-rent-assistance-program/</a>	(360) 705-8194

**① Tenants:** The Dispute Resolution Center will attempt to contact you to engage in Early Dispute Resolution.

**② Tenants:** You may respond to this Notice and engage in Early Dispute Resolution within 10 days of the date above by contacting the Dispute Resolution Center, obtaining a free lawyer, or returning this completed form to your landlord (see information above). If possible, keep a copy of the form for yourself.

**③ Tenants:** *If you have received a Summons and Complaint, you should respond to the Summons by sending this Notice to the Landlord's attorney, or if no attorney, the Landlord.*

I want assistance in resolving my unpaid rent. My contact information is:

Tenant's Name: \_\_\_\_\_

Tenant's Address: \_\_\_\_\_

Tenant's Phone: \_\_\_\_\_ Tenant's Email: \_\_\_\_\_

**Tenants:** You may return this Form to your landlord to initiate Early Dispute Resolution.

**Tenants:** This Notice is available in different languages at: [www.courts.wa.gov/EvictionResolutionProgram](http://www.courts.wa.gov/EvictionResolutionProgram)

**Tenants:** FREE INTERPRETER SERVICES are available through your local Housing Justice Project and Dispute Resolution Center

**\*\*Landlords:** You should send this Notice by email to the Dispute Resolution Center in the County where your property is located at the email address below.\*\*

County	Dispute Resolution Email Address
Clark County	<a href="mailto:info@mediationclarkcounty.org">info@mediationclarkcounty.org</a>
King County	<a href="mailto:housing@kcdrc.org">housing@kcdrc.org</a>
Pierce County	<a href="mailto:solveit@centerforresolution.org">solveit@centerforresolution.org</a>
Snohomish County	<a href="mailto:earlyresolution@voaww.org">earlyresolution@voaww.org</a>
Spokane County	<a href="mailto:info@nwmediationcenter.com">info@nwmediationcenter.com</a> <a href="mailto:intakespecialist@fulcrumdispute.com">intakespecialist@fulcrumdispute.com</a>
Thurston County	<a href="mailto:info@mediatethurston.org">info@mediatethurston.org</a>

# EVICTION RESOLUTION PROGRAM

## NOTICE #1: OPPORTUNITY FOR EARLY RESOLUTION & RESOURCE INFORMATION

**\*\*Tenants: Respond within 14 days of the date below!\*\***

**Date:** \_\_\_\_\_

<b>TO</b>	<b>FROM (Send Response here)</b>
<b>Name:</b>	<b>Name of Landlord (LL):</b>
	<b>Name of LL's Attorney:</b>
<b>Telephone:</b>	<b>Telephone for LL:</b>
	<b>Telephone for LL's Attorney:</b>
<b>E-mail:</b>	<b>E-mail for LL:</b>
	<b>E-mail for LL's Attorney:</b>

**HELP & RESOURCES ARE AVAILABLE – DO NOT DELAY!**

- 1 Tenants:** A NEUTRAL THIRD PARTY OR LOCAL LEGAL AID PROGRAM MAY BE ABLE TO HELP YOU WITH YOUR RENT AT NO COST TO YOU.
- 2 Tenants:** YOU MAY ASK FOR A MEDIATOR TO ASSIST YOU AND THE LANDLORD
- 3 Tenants: GET HELP:** To get free early resolution or free legal help contact the **Dispute Resolution Center** or **Get a Lawyer** telephone numbers below in the county where you live.

### RESOURCES

County	Dispute Resolution Center	Rental Assistance	Get a Lawyer
Clark County	(360) 334-5862 x1001	<a href="https://www.councilforthehomeless.org/erap/">https://www.councilforthehomeless.org/erap/</a>	(360) 334-4007
King County	(206) 443-9603, ext. 115	<a href="https://kingcounty.gov/depts/community-human-services/COVID/eviction-prevention-rent-assistance.aspx">https://kingcounty.gov/depts/community-human-services/COVID/eviction-prevention-rent-assistance.aspx</a>	(206) 267-7069
Pierce County	(253) 572-3657	<a href="https://www.piercecountywa.gov/housinghelp">https://www.piercecountywa.gov/housinghelp</a>	(253) 572-5134
Snohomish County	(425) 339-1335 x3	Call 211	(425) 258-9283 Ext. 5
Spokane County	(509) 456-0103 (509) 838-2799	<a href="http://www.snapwa.org">www.snapwa.org</a> Call 509-456-7627	(509) 477-2674
Thurston County	(360) 965-1155	<a href="http://www.caclmt.org/">http://www.caclmt.org/</a> <a href="https://hatc.org/community-resources/eviction-rent-assistance-program/">https://hatc.org/community-resources/eviction-rent-assistance-program/</a>	(360) 705-8194

# EVICTION RESOLUTION PROGRAM

## NOTICE #1: OPPORTUNITY FOR EARLY RESOLUTION & RESOURCE INFORMATION

**\*\*Tenants:** You may also complete the information below and return this Notice to your landlord within 14 days of the date above by email or other means to access the Eviction Resolution Program. If possible, keep a copy of the form for yourself.\*\*

I want assistance in resolving my unpaid rent. My contact information is:

Tenant's Name: \_\_\_\_\_

Tenant's Address: \_\_\_\_\_

Tenant's Phone: \_\_\_\_\_ Tenant's Email: \_\_\_\_\_

**Tenants:** You may return this Form to your landlord to initiate Early Dispute Resolution.

**Tenants:** This Notice is available in different languages: [www.courts.wa.gov/EvictionResolutionProgram](http://www.courts.wa.gov/EvictionResolutionProgram)

**Tenants:** For FREE INTERPRETER SERVICES, contact your local Housing Justice Project or Dispute Resolution Center.

# EVICTION RESOLUTION PROGRAM

## NOTICE #2: OPPORTUNITY FOR EARLY RESOLUTION & RESOURCE INFORMATION

**\*\*Attention Landlords: This notice must be sent to the Dispute Resolution Center in the County where your property is located in addition to be served on the tenant/s.**

*\*See DRC e-mails on page 2 of this Notice.\**

**\*\*Tenants: Respond within 10 days of the date below!\*\***

**Date:** \_\_\_\_\_

<b>TO:</b>	<b>FROM: (Send Response here);</b>
<b>Name:</b>	<b>Name of Landlord (LL):</b>
	<b>Name of LL's Attorney:</b>
<b>Telephone:</b>	<b>Telephone for LL:</b>
	<b>Telephone for LL's Attorney:</b>
<b>E-mail:</b>	<b>E-mail for LL:</b>
	<b>E-mail for LL's Attorney:</b>

**HELP & RESOURCES ARE AVAILABLE – DO NOT DELAY!**

- 1 Tenants:** A NEUTRAL THIRD PARTY OR LOCAL LEGAL AID PROGRAM MAY BE ABLE TO HELP YOU WITH YOUR RENT AT NO COST TO YOU.
- 2 Tenants:** YOU MAY ASK FOR A MEDIATOR TO ASSIST YOU AND THE LANDLORD
- 3 Tenants: GET HELP!** To get free early resolution or free legal help contact the **Dispute Resolution Center** or **Get a Lawyer** telephone numbers below in the county where you live.

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County	Dispute Resolution Center	Rental Assistance	Get a Lawyer
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King County	(206) 443-9603, ext. 115	<a href="https://kingcounty.gov/depts/community-human-services/COVID/eviction-prevention-rent-assistance.aspx">https://kingcounty.gov/depts/community-human-services/COVID/eviction-prevention-rent-assistance.aspx</a>	(206) 267-7069
Pierce County	(253) 572-3657	<a href="https://www.piercecountywa.gov/housinghelp">https://www.piercecountywa.gov/housinghelp</a>	(253) 572-5134
Snohomish County	(425) 339-1335 x3	Call 211	(425) 258-9283 Ext. 5

# EVICTION RESOLUTION PROGRAM

## NOTICE #2: OPPORTUNITY FOR EARLY RESOLUTION & RESOURCE INFORMATION

**\*\*Attention Landlords: This notice must be sent to the Dispute Resolution Center in the County where your property is located in addition to be served on the tenant/s.**

***\*See DRC e-mails on page 2 of this Notice.\*\****

### **RESOURCES – continued:**

County	Dispute Resolution Center	Rental Assistance	Get a Lawyer
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Thurston County	(360) 965-1155	<a href="http://www.caclmt.org/">http://www.caclmt.org/</a> <a href="https://hatc.org/community-resources/eviction-rent-assistance-program/">https://hatc.org/community-resources/eviction-rent-assistance-program/</a>	(360) 705-8194

**① Tenants:** The Dispute Resolution Center will attempt to contact you to engage in Early Dispute Resolution.

**② Tenants:** You may respond to this Notice and engage in Early Dispute Resolution within 10 days of the date above by contacting the Dispute Resolution Center, obtaining a free lawyer, or returning this completed form to your landlord (see information above). If possible, keep a copy of the form for yourself.

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I want assistance in resolving my unpaid rent. My contact information is:

Tenant’s Name: \_\_\_\_\_

Tenant’s Address: \_\_\_\_\_

Tenant’s Phone: \_\_\_\_\_ Tenant’s Email: \_\_\_\_\_

**Tenants:** You may return this Form to your landlord to initiate Early Dispute Resolution

**Tenants:** This Notice is available in different languages: [www.courts.wa.gov/EvictionResolutionProgram](http://www.courts.wa.gov/EvictionResolutionProgram)

**Tenants:** FREE INTERPRETER SERVICES are available through your local Dispute Resolution Center or Housing Justice Project

**\*\*Landlords: You must send this Notice by email to the Dispute Resolution Center in the County where your property is located at the email address below.\*\***

County	Dispute Resolution Email Address
Clark County	<a href="mailto:info@mediationclarkcounty.org">info@mediationclarkcounty.org</a>
King County	<a href="mailto:housing@kcdrc.org">housing@kcdrc.org</a>
Pierce County	<a href="mailto:solveit@centerforresolution.org">solveit@centerforresolution.org</a>
Snohomish County	<a href="mailto:earlyresolution@voaww.org">earlyresolution@voaww.org</a>
Spokane County	<a href="mailto:info@nwmediationcenter.com">info@nwmediationcenter.com</a> <a href="mailto:intakespecialists@fulcrumdispute.com">intakespecialists@fulcrumdispute.com</a>
Thurston County	<a href="mailto:info@mediatethurston.org">info@mediatethurston.org</a>

## 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 the litigants in unlawful detainer cases. The forms are also 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: 410 Reinstatement Motion** (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 #12: 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 _____:	\$ _____
<b>TOTAL AMOUNT DUE:</b>	<b>\$ _____</b>

**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

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

vs.

(based on pay or vacate notice)

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 \_\_\_\_\_

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19 /s/ \_\_\_\_\_  
20 Plaintiff/Plaintiff's Attorney

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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 \_\_\_\_\_

1  
2 **CERTIFICATE OF SERVICE**  
3 **FOR ANSWER, AFFIRMATIVE DEFENSES and SET-OFFS**

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

6 On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, Defendant served a true copy of the foregoing  
7 to: \_\_\_\_\_ (Name of Landlord Plaintiff or their Attorney),

8 by (check all that apply):

9  **hand-delivering** a copy to this address:

10 \_\_\_\_\_

11  
12  **mailing** (regular US Mail, postage pre-paid) a copy to this address:

13 \_\_\_\_\_

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15  **faxing** to this fax number:

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18  \_\_\_\_\_  
19 *Sign here*

\_\_\_\_\_

*Print name*

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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  
DATE, THE SHERIFF COULD EVICT YOU WITHOUT A HEARING EVEN IF YOU HAVE  
2 ALSO RECEIVED A NOTICE THAT A HEARING HAS BEEN SCHEDULED.

3 **YOUR LANDLORD CLAIMS YOU OWE RENT**

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

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

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

9 **OR**

10 2. If you deny that you owe the amount set forth above and you do not want to be evicted  
immediately without a hearing, you must file with the clerk of the court a written  
statement signed and sworn under penalty of perjury that sets forth why you do not owe  
that amount.

11 3. You must deliver written notice that the rent has been paid into the court registry **OR**  
deliver a copy of your sworn statement to the person named below by personal delivery,  
12 mail, or facsimile.

13 \_\_\_\_\_

14 Telephone Number: \_\_\_\_\_

15 Fax Number: \_\_\_\_\_

16 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  
17 scheduled.

18 Dated \_\_\_\_\_

19 \_\_\_\_\_  
20 /s/ \_\_\_\_\_  
Plaintiff/Plaintiff's Attorney

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

_____	)	
_____	)	
_____	)	CASE NO. ____ - ____ - _____ - ____
PLAINTIFF(S),	)	
vs.	)	
_____	)	<b>RCW 59.18.375 CERTIFICATION</b>
_____	)	
_____	)	
DEFENDANT(S)	)	

**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).

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

3  
4 Done in \_\_\_\_\_, Washington on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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6 \_\_\_\_\_  
Signature

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8 \_\_\_\_\_  
Name

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City, State Zip code

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

No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff(s)

vs.

\_\_\_\_\_  
Defendant(s)

ANSWER,  
AFFIRMATIVE DEFENSES,  
SET-OFFS AND  
CERTIFICATE OF SERVICE

**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: \_\_\_\_\_

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(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

1 Details and evidence of the defenses above are described here:

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3 **Defenses to Non-Payment of Rent Allegations**

- 4  Defendant did not receive a proper 14 Day Notice to Pay or Vacate
- 5  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
- 6  Defendant paid the rent owed within 14 days
- 7  Defendant tried to pay the rent owed within 14 days, but the landlord refused to accept it
- 8  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
- 9  Defendant paid the rent owed after 14 days and the landlord accepted it
- 9  Defendant did not owe what the landlord claimed Defendant owed (\$\_\_\_\_\_)

because:

- 10  Defendant had previously paid the landlord \$ \_\_\_\_\_
- 11  The landlord owed me \$ \_\_\_\_\_
- 12  The landlord cannot charge full rent because the rental unit was uninhabitable (see details below in "Set-Offs")

13  Defendant paid all of my portion of the rent that Defendant owed (\$\_\_\_\_\_).

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

15 Details and evidence of the defenses above are described here:

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17 **Defenses to Allegations of Rental Agreement Violations**

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- 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:

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**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:

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**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:

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**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: \_\_\_\_\_

1 Details and evidence of the discriminatory acts are described here:

2 \_\_\_\_\_  
3 \_\_\_\_\_

3 **Defenses based on Retaliation**

4  Plaintiff has retaliated against Defendant because:

5  Defendant told Plaintiff about bad conditions or asked for repairs on this date

\_\_\_\_\_.

6  Defendant contacted Code Enforcement or another agency on this date \_\_\_\_\_.

7  Defendant properly deducted rent to make repairs or hire someone to make repairs.

8  Defendant am a survivor of domestic violence, assault, stalking or another crime.

Other \_\_\_\_\_.

9 Details and evidence of the retaliatory acts are described here:

10 \_\_\_\_\_  
11 \_\_\_\_\_

Other reasons that Defendant should not be evicted: \_\_\_\_\_

12 \_\_\_\_\_  
13 \_\_\_\_\_

\_\_\_\_\_

14 **III. SET-OFFS**

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

16 \_\_\_\_\_  
\_\_\_\_\_.

17 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.



# 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.

<b>(1) Unpaid rent/lodging:</b>	
a. March 2020:	\$
b. April 2020:	\$
c. May 2020:	\$
d. June 2020:	\$
e. July 2020:	\$
f. Subsequent months:	\$
<b>TOTAL unpaid rent/lodging:</b>	<b>\$</b>

<b>(2) Unpaid other charges*:</b>	
a. March 2020:	\$
b. April 2020:	\$
c. May 2020:	\$
d. June 2020:	\$
e. July 2020:	\$
f. Subsequent months:	\$
<b>TOTAL unpaid other charges:</b>	<b>\$</b>

<b>(3) TOTAL UNPAID RENT = (1)+ (2):</b>	<b>\$</b>
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\* 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:

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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):

- |   |  |
|---|--|
| <input type="checkbox"/> Resident's written explanation of circumstances (Resident may attach it to this worksheet)   |  |
| <input type="checkbox"/> Employment termination notice(s)   | <input type="checkbox"/> Furlough notice(s)                              |
| <input type="checkbox"/> Paycheck(s)  | <input type="checkbox"/> Pay stub(s)                                     |
| <input type="checkbox"/> Bank statement(s)  | <input type="checkbox"/> Medical bill(s) or medical documentation        |
| <input type="checkbox"/> Letter(s), email(s), text(s), or other statement(s) from an employer or supervisor explaining Resident's changed employment status | <input type="checkbox"/> Unemployment insurance form(s)                  |
| <input type="checkbox"/> Letter(s), email(s), text(s), or other statement(s) from guarantor explaining inability to pay rent                                | <input type="checkbox"/> School/Daycare closure notice(s)                |
|   | <input type="checkbox"/> 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](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 Option1.

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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):

- 1  Order a fair and just payment plan according to these terms:
- 2      Payment of total amount \_\_\_\_\_ . Consisting of
- 3          Rent due \_\_\_\_\_
- 4          Court costs \_\_\_\_\_
- 5          Late fee \_\_\_\_\_
- 6          Attorneys' fees \_\_\_\_\_
- 7          Payment due under a deposit installment plan \_\_\_\_\_
- 8          Other \_\_\_\_\_
- 9      Payment of total by date \_\_\_\_\_ .
- 10     First payment of \_\_\_\_\_ due \_\_\_\_\_ .
- 11     2nd payment of \_\_\_\_\_ due \_\_\_\_\_ .
- 12     3rd payment of \_\_\_\_\_ due \_\_\_\_\_ .
- 13     4th payment of \_\_\_\_\_ due \_\_\_\_\_ .
- 14     Additional payments:
- 15 \_\_\_\_\_
- 16 \_\_\_\_\_
- 17 \_\_\_\_\_

18

19 AND/OR

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

21 59.18.410(3)(c)(iv)) to afford me an equal opportunity to comply with the terms of the

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

23

1 an emergency rental assistance program provided by this government or nonprofit  
2 entity: \_\_\_\_\_  
3

4 AND/OR

5  Find that I am low-income, limited resourced, or experiencing hardship (under RCW  
6 59.18.410(3)(e)(i)) and am eligible for disbursement through the Landlord Mitigation  
7 Program established under RCW 43.31.605(1)(c).  
8

9 II. Declaration

10 *(Check the factors that apply and write a description)*

11  (i) Any non-payment or late payment of rent or failure to make a payment on a  
12 deposit installment plan was not willful or intentional because:  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_.

16  (ii) Any non-payment or late payment of rent or failure to make a payment on a  
17 deposit installment plan was caused by exigent circumstances outside my control and  
18 not likely to recur, specifically:  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_.

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

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\_\_\_\_\_.

(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:

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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 foregoing 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

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

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

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

14 Under recently amended RCW 59.18.283, a tenant may move to stay a  
15 writ of execution if a tenant defaulted in payment owed under a deposit  
16 installment plan. RCW 59.18.283 now includes the provision that “When, at the  
17 commencement of the tenancy, the landlord has provided an installment  
18 payment plan for nonrefundable fees or deposits for the security of the tenant's  
19 obligations and the tenant defaults in payment, the landlord may treat the default  
20 in payment as rent owing. Any rights the tenant and landlord have under this  
21 chapter with respect to rent owing equally apply under this subsection.” RCW  
22 59.18.283 (3).

23 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



[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 15<sup>th</sup> 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 15<sup>th</sup> 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:

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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:

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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: \_\_\_\_\_

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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

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## 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

vs.	Plaintiff(s),	Cause No.:
		ORDER TO SHOW CAUSE WHY WRIT OF RESTITUTION SHOULD NOT BE ISSUED
	Defendants.	[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 Plaintiffs 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

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

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**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]**