

WASHINGTON'S RESIDENTIAL TENANT EVICTION MORATORIUM EXTENDED THROUGH 3/31/21

Key Takeaway

Governor Inslee has extended the state eviction moratorium through March 31, 2021. The new proclamation clarifies exceptions to the eviction moratorium.

Background

On February 29, 2020, Governor Inslee proclaimed a state of emergency in response to the COVID-19 pandemic. On March 18, 2020, Governor Inslee issued Proclamation 20-19, an eviction moratorium that prohibited residential evictions until April 17, 2020. Governor Inslee later issued modified extensions of this moratorium that restricted increasing rent on commercial tenants, created more exceptions to the moratorium, and clarified what law enforcement service of eviction orders are allowed during the moratorium.

On December 31, 2020, Governor Inslee issued Proclamation 20-19.5, extending the moratorium through March 31, 2021, and clarifying the applicability of the moratorium on emergency shelters and allowed communication between landlords and tenants. The text of the Proclamation can be found [here](#).

Summary of Proclamation 20-19.5

li) Residential Tenant Eviction Moratorium Extension

Washington's residential eviction moratorium is extended through March 31, 2021.

(ii) Prohibition on Residential Tenant Evictions and Costs

- Landlords are prohibited from serving, enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate, regardless of whether the lease has expired or will expire during the eviction moratorium
 - Emergency shelters are exempted from this prohibition if the tenants' length of stay is conditioned on their compliance with a supportive services program
- Landlords are prohibited from seeking, enforcing, or threatening to seek or enforce, judicial eviction orders
- Local law enforcement is prohibited from serving, threatening to serve, or otherwise acting on eviction orders relating to tenants, unless the eviction order clearly states it was issued based on the court's finding that the eviction is based on the following exceptions to the above-referenced prohibitions:
 - (1) the eviction is necessary because the tenant poses a significant and immediate risk to the health, safety, or property of others (excluding issues related to COVID-19 exposure), or
 - (2) the landlord provides at least 60 days' written notice to the tenant that it is the landlord's intent to either sell the property or personally move into the property as a primary residence

- Any notice invoking either (1) or (2) above must be provided to the tenant in the form of an affidavit from the landlord signed under penalty of perjury, and must comply with all applicable requirements under Washington law. Landlords must also continue to comply with ordinary notice requirements, wear face coverings, social distance, and comply with other required safety measures
- Landlords are prohibited from assessing, or threatening to assess, late fees for non-payment or late payment of rent or other charges against tenants that first occurred on or after February 29, 2020
- Landlords are prohibited from assessing, or threatening to assess, rent or other charges against a tenant during any period in which the tenant could not access or occupy the dwelling as a result of COVID-19
- Landlords are prohibited from increasing, or threatening to increase, rent of any tenant
 - But, Landlords may increase rent if all the following conditions are met:
 - Notice of the rent increase is provided at least three months in advance as required by RCW 59.20.090(2); or notice of the rent increase is specified by the terms of the existing lease
 - The rent increase does not take effect until after the eviction moratorium expires; and
 - The notice does not contain any threatening or coercive language, including threatening eviction or describing unpaid rent or other charges
- Landlords are prohibited from retaliating against tenants invoking their rights under the eviction moratorium or any other state or federal law providing rights or protections for tenants
- Landlords are prohibited from treating any unpaid rent or other charges from a tenant as an enforceable debt or obligation if the nonpayment was the result of COVID-19
 - This includes attempts to collect, threats to collect, use of collection agency, filing of unlawful detainer, withholding security deposit, reporting to credit bureaus
 - This prohibition does not apply to landlords that provide evidence that the tenant refused or failed to comply with a reasonable re-payment plan
 - Failure by the landlord to offer a reasonable re-payment plan will provide the tenant a defense to any lawsuit or other attempts to collect
- Landlords may continue to provide customary and routine notices and communication to tenants, including documenting lease violations, so long as such communications do not threaten eviction or otherwise violate this Proclamation
 - Communication regarding financial resources, including discussing reasonable repayment plans and coordinating with tenants in applying for rent assistance through the state's Emergency Rent Assistance Program or alternative state rent assistance program

*These prohibitions apply if a tenant has stayed in temporary housing, such as hotels, Airbnbs, RVs, etc., for at least 14 days, but does not apply to operators of long-term care facilities licensed or certified by the Department of Social and Health Services in certain circumstances

(iii) Prohibition on Commercial Tenant Costs

- Landlords are prohibited from increasing, or threatening to increase, rent or the amount of any deposit of any commercial tenant materially impacted by COVID-19
 - This prohibition does not apply to prearranged contractual rent increases with commercial tenants entered into prior to February 29, 2020
 - Landlords may also increase rent on commercial tenants under the conditions outlined above for residential tenants

Please do not hesitate to contact us with any questions or concerns you may have.

Best regards,



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