A LANDLORD NOW NEEDS CAUSE TO END A RESIDENTIAL TENANCY

NO CAUSE EVICTION ALLOWED IF:

FIXED TERM BECOMING PERIODIC

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Only at the end of the initial term



Or if <u>converted</u> w/in 3 mo post moratorium, then at end of new initial term



Terminate by:

- 60 day prior notice
- In Writing
- Properly served

LONG TERM or SUCCESSIVE TERMS



Only if it's been fixed term since inception

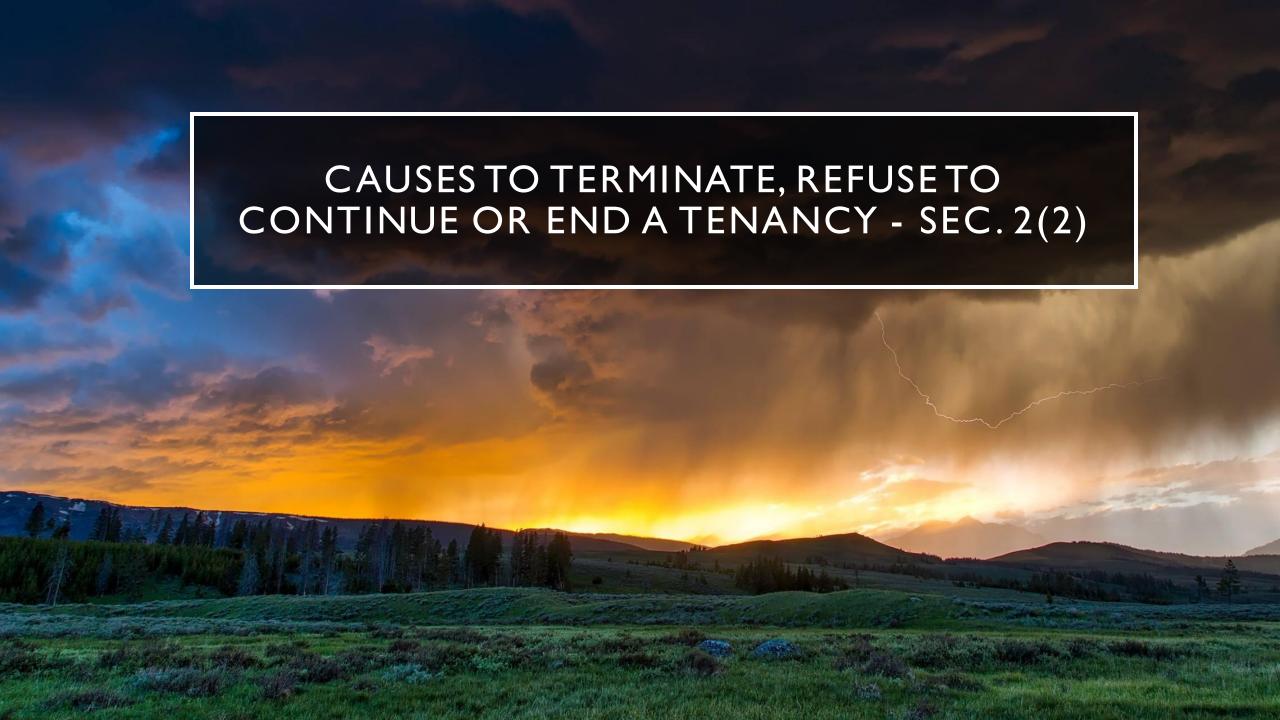


Or <u>converted</u> w/in 3 mo post moratorium, then treated as fixed since inception

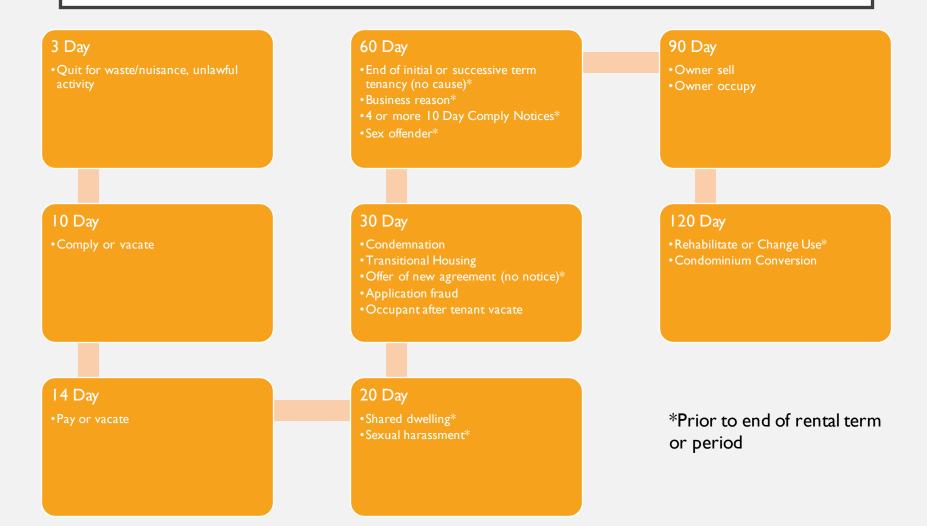


Terminate by:

- 60 day prior notice
- In Writing
- Stating "deemed expired"
- Properly served



CAUSE, OTHER CAUSE, NO CAUSE: NOTICES TO END TO TENANCIES



WRONGFUL EVICTION, SEC. 2 (4)

- New cause of action
- Tenant has COA for wrongful eviction if actually removed
 "in any way in violation of [Sec. 2]"
- Tenant "entitled to"
 - Greater of economic + non-economic damages OR
 - 3 times rent AND
 - Attorney fees and court costs

NOTICE SPECIFICITY, SEC. 2(6)

- ALL notices must:
- "Identify the facts and circumstances known and available to the landlord at the time of the issuance of the notice"
- Can later add facts only if "unknown or unavailable" when the notice was issued

COVID renter protections for nonpayment of rent

- For rent that accrued between March 1, 2020, and six months after the expiration of the eviction moratorium (currently set to expire June 30, 2021, so December 31, 2021):
 - A landlord cannot charge or impose <u>any</u> late fees or other charges against a tenant for nonpayment of rent that accrued during this period;
 - A landlord cannot report nonpayment of the rent to a prospective landlord or cannot report an eviction for nonpayment of rent to a prospective landlord;
 - A prospective landlord cannot take adverse action against a prospective tenant based on nonpayment of rent accrued during this period
 - A tenant does not have to prove nonpayment was connected to COVID





COVID renter protections for medical history & penalties

- A landlord or prospective landlord may not deny, discourage application for, or otherwise make unavailable any rental dwelling unit based on a tenant's or prospective tenant's medical history including, but not limited to, the tenant's or prospective tenant's prior or current exposure or infection to the COVID-19 virus.
- Cannot inquire about or require disclosure of a tenant's medical history unless such disclosure is necessary to evaluate a reasonable accommodation or reasonable modification request
- A landlord who violates the rental protections or medical protections can be liable for up to 2.5 times the rental amount, plus attorney fees and costs.





Repayment Plans

- Section restates end date of the moratorium under 20-19.6.
 - Language does not necessarily have any legal significance.
 - Does set up potential political barriers to further extension.
- Repayment plans are mandatory for any unpaid rent from March 1, 2020, through 6 months after the end of the eviction moratorium or the end of the Governor's public health emergency. (Whichever is later.)
- Payment schedule must be reasonable and cannot exceed 1/3rd of the monthly rental charges.





Repayment Plans

- Repayment plans must:
 - Not require payment until 30 days after the plan is offered to the tenant.
 - Cover rent only—no late fees, attorney fees, or any other fee or charge.
 - Allow payment from any source of income, or from pledges by nonprofits, churches and religious institutions, or governmental entities.
- Repayment plans also cannot require provisions related to or conditioned on:
 - Tenant compliance with the rental agreement;
 - Payment of attorneys' fees, court costs, or other costs related to litigation if tenant defaults on rental agreement;
 - Tenant application for governmental benefits, or proof of receipt of governmental benefits; or,
 - Waiver of the tenant's rights to notice under RCW 59.12.030 before a writ of restitution is issued.





Repayment Plans

- It is a defense to eviction if the landlord fails to offer a payment plan that conforms to these requirements.
- If the tenant fails to accept the terms of a reasonable repayment plan within 14 days of the offer, then the landlord can proceed with an unlawful detainer action under RCW 59.12.030(3). This is subject to the requirements of the Eviction Resolution Pilot Program.
- If a tenant defaults on any rent owed under a repayment plan, landlord can apply for reimbursement through the landlord mitigation program **or** proceed with an unlawful detainer action under RCW 59.12.030(3).
 - Unlawful detainer action again subject to requirements of the Eviction Resolution Pilot Program.
 - Court must consider the tenant's circumstances, including: decreased income or increased expenses due to COVID-19, and the repayment plan terms offered during any unlawful detainer proceeding.





Other "new" tenant protections CARES ACT – 15 USC §9058

Didn't the CARES ACT expire? No.

- Federal moratorium on evictions were until July 25, 2020; but
- CARES also created additional protections in the form of greater notice requirements for "covered properties"

What are Covered Properties?

- Covered properties include:
 - Public Housing
 - Property with a tenant using Section 8 Voucher
 - Project Based Section 8 housing
 - Low-Income Housing Tax Credit (LIHTC) program
 - USDA Rural Housing
 - Any other property covered by VAWA
 - Properties with a federal backed mortgage (e.g., Fannie Mae Freddie Mac)





Other "new" tenant protections CARES ACT – 15 USC §9058

What notice is required?

• The lessor of a covered dwelling unit (1) may not require the tenant to vacate a covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate. 15 USC §9058(c)(1)

How do you determine a property is "covered"?

- Ask the tenant whether they have a Voucher
- Look at the tenant's lease
- Look up multi-family housing properties in national database, such as https://nlihc.org/federal-moratoriums
- Search recorded documents in County to determine whether owner has federally backed loan
- The owner may be the only person who can verify





Eviction Rent Assistance Program (ERAP) & Treasury Rent Assistance Program (T-RAP) Crosswalk

Program	Eligibility & Documentation	Allowable Expenses	Other
ERAP CARES Act Federal \$110 million 8/1/20-6/30/21 Disaster Response Account State \$43.5 million 2/15/21-6/30/21 Updates to guidance is highlighted in yellow.	 80% AMI Any missed rent payment since March 1, 2020 and at least one additional criteria from list (Section 2 of guidelines) Self-declaration allowed for all eligibility 	 12 months' rent total 1 months of future rent No utilities unless included in rent 15% to admin By and For subcontracting encouraged but not required 	 Landlord can apply Payments to landlord Up to 150% of FMR
T-RAP Coronavirus Response and Relief Supplemental Appropriations Act Federal \$320 million 3/1/21-12/31/21	 80% AMI Financial hardship due to the COVID-19 At risk of experiencing homelessness or housing instability Source documentation required for income 	 12 months' rent total 3 months of future rent Separate utilities allowed 10% to Admin and Operations with Treasury funds* By and For subcontracting required 	 Landlord can apply Payments can be made directly to households Prioritize households at 50% AMI Prioritize households with one or more individuals who have been unemployed for 90 days before application date DRC partnerships Y/YA performance target

 $[*] Supplemental \ CARES \ Act \ federal \ funds \ will \ be \ included \ in \ T-RAP \ contracts.$





LIMITED LANDLORD RELIEF PROGRAM

Landlord can apply for & receive up to 80% of rents owed between March 1, 2020 until the end of Statewide Health Emergency.

- Remaining 20% must be forgiven, and landlord is prohibited from legal/collection efforts.
- <u>Landlord</u> must be below local Familial Median Income.
- Landlord can only own four or fewer rental units and must be sole-owner of rental unit (spouses permitted).
- Rental unit must not be managed by a Property Manager.
- Priority given where tenant is non-communicative or ineligible for ERAP/T-RAP.
- This program is limited to \$2,000,000. Additional funding may be allocated.

 https://www.commerce.wa.gov/serving-communities/homelessness/landlord-fund-programs/landlord-relief-program/



LANDLORD COVID RELIEF PROGRAM

Landlord can receive up to \$15,000 for rents owed between March 1, 2020 until end of Statewide Health Emergency.

- Remaining rents must be forgiven.
- Tenant must have voluntarily vacated or abandoned the rental unit or have defaulted on repayment plan.
- If landlord accepts this funding, landlord may not take legal action against tenant for damages or any remaining unpaid rent, or engage in collections actions.
- Funding is ongoing and shared with the Landlord Mitigation and Tenancy Preservation Program.

nwjustice.org

- There are no time limits attached to this program.
- Claims are limited to available funding.

See ESSB 5160, Section 5(1)(d)/RCW 43.31.605(1)(d)



