

Notice to Pay Rent or Vacate

THE WASHINGTON STATE EVICTION MORATORIUM IS OVER

There are **NO** moratoriums anywhere in Washington.

King County Tenant Resource Line: (206) 580-0762

Open Monday through Friday (except holidays) from 9 AM to 1 PM

Important facts:

- Your landlord **CANNOT** evict you without a **valid, signed court order** that will be posted on your door by the Sheriff.
 - o If your landlord locks you out, removes your belongings, or tries to evict you some other way then call us immediately!
- The eviction process usually takes at least a couple of weeks
- Talk to a lawyer before you leave your apartment in response to a notice you got from your landlord

What is a Notice to Pay Rent or Vacate?

A Notice to Pay Rent or Vacate is a notice from your landlord that you haven't paid your full rent and, if you don't pay it within the time period listed on the notice, they can take you to court to evict you.

Right now, there are two types of this notice, which we will refer to as a "Pay or Vacate." The first type, a 14-day Pay or Vacate, is the most common. This is the Pay or Vacate created by state law. The other kind, a 30-day Pay or Vacate, is used by landlords who are covered by the CARES Act. The CARES Act essentially says that any landlord who has a federally-backed mortgage or a tenant with a federal subsidy helping them pay their rent *must* use a 30-day notices. This can include landlords with tenants who have federal housing vouchers or live in a tax-credit unit. It's important to know that, if there's even one person in your apartment complex with a federal housing subsidy, you may be covered by the CARES Act—even if you don't have a federal subsidy yourself!

Certain towns and cities also require landlords to use specific language in any notice to a tenant. If you're not sure whether the Pay or Vacate you got from your landlord complies with the law, call the King County Tenant Resource Line.

Did your landlord "serve" you correctly?

Notices **MUST** be in writing. Verbal notice is not valid, neither is a notice delivered by text message or email. Your landlord can give you a notice in a couple of different ways. First, they

can always hand-deliver the notice to you or someone who is an appropriate age to be given a time-sensitive document. If you aren't home your landlord has another option. They can post the notice on your door, *but* they must also mail you a copy of the notice, too.

You might not want to tell your landlord that they messed up when they served you. If you end up in court and the court finds out that the notice wasn't served correctly then their case against you may get dismissed. However, once you get to court there are never any guarantees that things will work out in your favor. You will have to carefully balance your goals and your ability to find new housing quickly. If you want to talk through whether or not you should tell your landlord that there is an issue with how they served the notice, or even an issue with the notice missing required language, call the King County Tenant Resource Line for help.

Now that I have a Notice to Pay Rent or Vacate, what do I do?

Once you receive a Notice to Pay Rent or Vacate, you have several options. If possible, you should talk to a lawyer before you make a decision. You can always call the King County Tenant Resource Line if you need help figuring out which option is best for you.

Option 1: Pay what you owe.

If you are paid up on everything, your landlord cannot move forward to eviction court.

Option 2: Use rental assistance.

If you can obtain rental assistance to pay your back rent, then once your landlord gets the payment they cannot move forward to eviction court. If you're looking for rental assistance, call 211 to get the most up-to-date information on who has funds available.

Option 3: Ask your landlord for a repayment plan.

Please know that your landlord is no longer obligated to provide you with a repayment plan offer or do mediation. That law has expired. However, you can still try to negotiate a repayment plan with your landlord. There is a repayment plan letter and template attached to this document.

Option 4: Wait to receive a Summons and Complaint.

These documents are what your landlord serves on you to start an eviction case against you. DO NOT IGNORE THEM. Once you get a Summons and Complaint, your right to counsel begins

and you can call the King County Tenant Resource Line to get in touch with the Housing Justice Project: (206) 580-0762

Option 5: Leave your rental unit.

If you cannot pay what you owe, do not have rental assistance, and have somewhere else to go then you can leave your unit before the end of the time period identified in your Notice to Pay or Vacate.

What if the amount my landlord says I owe isn't right?

If you disagree with the amount your landlord says you owe, you can and should write them a letter saying so. If they haven't given you a ledger* yet, ask for one. Go through the ledger and try to find any mistakes that your landlord may have accidentally made. Then, in your letter, point out exactly what problems there are with how much your landlord charged you. If your ledger doesn't show a payment that you made, include proof that you made that payment with your letter. That proof can be a copy of a money order receipt, a printed email confirming payment, or a letter from an agency that gave you rent assistance. Make sure you cover up any sensitive information on the document, though, like your social security number. You just need to show the payment was made, not provide your landlord with sensitive personal information.

If your landlord refuses to fix the ledger or continues to claim they are right about how much you owe, call the King County Tenant Resource Line.

*A ledger is a document that your landlord should have that shows the charges and payments related to your tenancy. It should list out the charges and payments related to your tenancy in chronological order. For example, if you pay a fee for a parking spot every month, the ledger should show that charge being added every month. The ledger should also show every payment you've made—including any rent assistance payments made on your behalf to your landlord.

My landlord wants to take me to court!

If your landlord wants to evict you, they need to go through the special court process set up by the law. Your landlord has to "strictly comply" with every part of the process or their case could be dismissed. This means that they have to follow all of the rules very carefully or the court will throw their case out.

Here are the steps that you and your landlord need to follow:

1. Your landlord has to start their case by serving you two documents: a Summons and a Complaint
 - The Complaint will be for an "Unlawful Detainer," which is just the legal term

used to say the landlord thinks you have no legal right to remain in your apartment or house.

- To serve these documents correctly, your landlord must either:
 - Have someone physically hand the documents to you (or someone old enough to handle legal documents)
 - Post both on your door *and* mail you copies of them
- 2. The Summons will list a deadline for you to respond. You absolutely have to respond by this date or your landlord may win their case automatically!
 - The Summons will list the information you need to provide. List that information along with the statement, "I am appearing in this case." Send it using the instructions in the Summons and you're done!
- 3. Once you respond to your Summons and Complaint, your landlord will need to give you a document called a Notice of Hearing. This is your eviction hearing date.
- 4. SHOW UP OR YOUR LANDLORD MAY WIN BY DEFAULT. It is *very, very* difficult to undo this and your chances of getting the court to undo this are low, at best. You have to have a really compelling reason for not showing up, like being hospitalized and unable to attend court.
 - When you go to court, this is your chance to ask for a lawyer! Washington state now has a law that appoints attorneys to tenants who show up for their eviction hearings and meet certain income requirements. Seattle, for example, appoints lawyers for every tenant whose income is 80% or less of the area median income (AMI).
 - If you are appointed a lawyer, the court will reschedule your hearing to give you a week or two to work with them.
 - Even if you can't get a lawyer, showing up means you get to explain your situation. This is your day in court to have your say about why you shouldn't be evicted.

I lost in court, now what?

If your landlord wins their eviction case against you the court will issue a Judgment and Order Issuing Writ. At the hearing, the Judge may sign a Judgment and Order Issuing Writ. The landlord or their attorney takes that order to the Clerk, who issues the writ. The Writ goes to the Sheriff's office. The Sheriff's office will post the Writ on your door. The Writ paperwork should include a document you can use to request that the landlord store your property (you'll have to pay your landlord's storage costs to get your property back, though). Once the Writ is posted, the sheriff will not be back to execute the Writ (meaning remove you) for at least three business days.

The math on this can be a little tricky. For example, let's say the hearing is on a Tuesday and

your landlord has the Writ posted on your door the next day, Wednesday. Day 1 is Thursday, Day 2 is Friday, and, since the weekends don't count, Monday would be Day 3. Thus, the soonest you could be removed would be the end of the day on Wednesday. There are sometimes delays in removal because the Sheriff's Office is always very busy and they often do not work on evictions at night, on the weekend, or on holidays, but don't count on any extra time!

Now I have an eviction on my record, is there anything I can do?

You may be eligible for what is called an Order for Limited Dissemination. This is an order by the court that tenant screening companies may not report the existence of your case on any report they create for a potential future landlord.

Contact the King County Tenant Resource Line to discuss your options:

King County Tenant Resource Line: (206) 580-0762
Open Monday through Friday (except holidays) from 9 AM to 1 PM

HELPFUL INFORMATION ABOUT YOUR TENANCY

Rental debt on your credit report:

- A tenant's current or past landlord CANNOT report any nonpayment of rent that occurred between March 1, 2020 and October 31, 2022 to a tenant's potential landlord.
- ALSO: When a tenant applies to live somewhere, the potential landlord cannot take an "adverse action" based on nonpayment of rent from that same time period. An adverse action would be something like denying the tenant's application, discouraging the tenant from applying, or providing some other negative response to nonpayment during this time period.

Denial of "partial payment" by landlord:

- A landlord should not refuse a payment from a tenant just because that tenant is behind on their rent. When they refuse payment from a tenant who owes back rent, they usually say they will not accept "partial payments." This usually means the landlord thinks they will waive their right to take you to court if they accept any payment from you. However, when they say this they are mistaken. Waiver does not apply to back rent.
- If your landlord says they won't take any money from you because it would only be a "partial payment" and they don't accept those, you can tell them:
 - A landlord has an obligation to "mitigate damages." This means that the law says landlords have to minimize their losses, including financial losses. You can tell your landlord about this duty and tell them they should accept your payment, as it isn't a partial payment, it's a payment to decrease a loss.
 - If they are concerned about waiving their right to take you to court, that doesn't apply to nonpayment of rent.
 - DOCUMENT YOUR EFFORT TO PAY. See the attached example letter to learn how to document your efforts.

Late fees:

- Your landlord can't charge you for late fees for back rent from March 2020 through December 31, 2021.
- Landlords **must** apply payments to rent first, before late fees. (**RCW [59.18.283](#)**)
- If you live in Unincorporated King County, late fees are limited to 1.5% of the rent. (KCC [12.25.060](#))
- If you live in Seattle, landlords can't charge late fees until November 1, 2023. After that, they can only charge \$10 per month.
- Landlords can only start charging late fees on the 6th day after the rent is due (it doesn't matter if your lease says otherwise, the law trumps what your landlord says). (**RCW [59.18.170](#)**)
- If you have a fixed income, you can change the due date of your rent by up to 5

days from your original rent due date. (RCW [59.18.170](#))

- Landlords cannot evict tenants for unpaid late fees, only unpaid rent. (RCW [59.18.283](#))

Rent Increases:

- **Statewide:** 60-day notice
 - *Unless tenants are part of a subsidized housing program where rent is based on income, in which case landlords must give tenants a 30-day notice
- **Seattle:** 180-day notice
- **Unincorporated King County:** 120-day notice, if the rent increase is more than 3%
- In some cities, the landlord cannot increase the rent if the unit is not up to code (e.g. Seattle, Burien)

Also, make sure you put all repair requests in writing!

FOR MORE INFORMATION

King County Tenant Resource Line: (206) 580-0762

The Resource Line is open Monday through Friday, from 9 AM to 1 PM (except holidays)

Solid Ground Tenant Services Hotline: (206) 694-6767

Calls accepted Monday, Tuesday, and Thursday from 10:30 AM-1:30 PM

You can also reach Solid Ground at:

tenantwa@solid-ground.org

If you have received a Summons and Complaint for a Show Cause hearing:

In King County, call the Housing Justice Project: 206-267-7069

You can also fill out their online form here:

<https://forms.office.com/Pages/ResponsePage.aspx?id=zv4jZGryDEyNRmM2-SKZQb76zn7Mln9Puz7uJobrYeVUODNEWUJOSjU4QUlaUjkzNERVMTVWskVHNy4u>

If outside of King County, call the CLEAR line: 1-855-657-8387

Solid Ground 2022-2023 Rent Smart Webinars

Register here: <https://www.solid-ground.org/get-help/housing/for-tenants/tenant-webinars/>

- **7/12/23 – Rent Smart: Looking for Housing: The Basics**
- **7/26/23 – Rent Smart: Payment Plan & What to expect in Mediation Information Updates**
- **8/9/23 – Rent Smart: General Information – Learning the Basics**
- **8/23/23 – Rent Smart: What to Look for as a Senior Renter**
- **9/13/23 – Rent Smart: Threats of eviction and your rights as a tenant**
- **9/27/23 – Rent Smart: Threats of eviction and your rights as a tenant**
- **10/11/23 – Rent Smart: How can I require the landlord to make repairs to my rental?**
- **10/25/23 – Rent Smart: I need to break my lease. How do I do that?**
- **11/8/23 – Rent Smart: What to do about pests and infestations in a rental**
- **12/13/23 – Rent Smart: General information for Residential Tenants**

TEMPLATE: REQUEST FOR REPAYMENT PLAN

Dear (landlord or property manager name,

On _____ date, I received a (14-Day/ 30-Day notice) to pay or vacate the unit located at _____. The notice alleges I owe \$_____ in rent for _____ (month) through _____ (month). I (do/do not) agree that I owe this amount. (If you don't agree, say what you think you actually owe and/or ask for a ledger) I would like to work with you to ensure I pay you everything I owe.

Due to unforeseen financial circumstances, I have fallen behind on rent. While I understand that you are no longer obligated to provide me with a repayment plan, I would like to work with you so I can pay you what I owe. If I am evicted, losing my housing will likely keep me from being able to pay you and you likely will not recover the amount owing.

Please accept payment for this month's rent in accordance with RCW 59.18.283 and work with me to create a repayment plan for back rent owed. (select option below that you would like)

- I would like to pay an amount equal to 1/3 of my monthly rent each month until I have paid everything I owe. This amount is \$_____.
- I can pay \$_____ per month until I have paid you everything I owe.

(If your landlord didn't include required language in the notice they gave you or if they served the notice on you incorrectly, you can choose to include the following language:)

Please rescind the notice you served because the service of this notice does not appear to comply with RCW 59.12.040 and/or RCW 59.18.057.

Thank you for working with me to resolve this matter and helping me come back into compliance with the terms of my lease.

Sincerely,

(Your name)

(Your contact information)

TEMPLATE: REPAYMENT PLAN

Reasonable Repayment Agreement

1. THIS IS AN AGREEMENT between _____, hereinafter referred to as “Landlord,” and _____, hereinafter referred to as “Tenant.” Landlord and Tenant shall be referred to collectively as the “Parties.”
2. Tenant currently resides at _____ (**address**) _____, which is owned and/or operated by Landlord as a rental housing unit governed by the Residential Landlord-Tenant Act.
3. **The Parties have agreed to the following Reasonable Repayment Plan as authorized by RCW 59.18.630.**
4. **Tenant stipulates to owing** ___ (**amount**) _____ **in back rent as of** ___ (**today’s date**) _____. The Parties, by signing this agreement, confirm that this amount only includes back rent, as late fees, attorneys’ fees, and any other fees or charges cannot be included in this repayment plan. “Rent” in this agreement shall have the same meaning as set out by RCW 59.18.030.
 - a. **Optional.** In consideration of Tenant’s efforts to accelerate payment of their back rent owing, Landlord hereby forgives \$ _____ of the amount owing. Accordingly, Tenant remains liable to Landlord for \$ _____.
 - b. In the event the Parties choose not to structure the repayment plan in such a fashion, subsection 4(a) of the agreement shall be stricken.
5. Tenant will continue to make their monthly rent payments of ___ (**monthly rent amount**) _____ to Landlord, as required by their lease agreement, on the ___ (**day**) ___ of each month.
6. Tenant’s monthly repayment amount of \$ _____ will be paid on the ___ (**day**) ___ of each month to Landlord (hereinafter the “Back Rent Payment”) until the entirety of their back rent or the agreed-upon amount owing has been paid in full.

- a. Landlord shall permit Tenant to make these Back Rent Payments using any source of income or financial assistance.
 - b. The landlord agrees to accept a \$_____ from the tenant and \$_____ amount from an alternative source of income, in the amount of \$_____. From _____ organization making pledge
 - c. The Parties confirm that, in compliance with the Residential Landlord-Tenant Act, the Back Rent Payment amount does not exceed one-third of the monthly rental amount in place at the time back rent was accrued. The Tenant's monthly rent is \$_____. The total back rent owed is \$_____. The repayment plan agreed to is for \$_____ amount and this amount does not exceed one-third of the monthly rent, which is _____. The Parties further confirm Tenant is not obligated to pay this full one third, as it is a cap on payments towards back rent and the repayment plan must be reasonable based on Tenant's *individual circumstances*.
 - d. The Parties also confirm that Tenant shall not be obligated to make their first Back Rent Payment until at least thirty (30) days after this plan is offered. Today's date is ____ **(date)** _____. Thirty days from now, and therefore the soonest the first payment can be required is ____ **(date)** ____.
 - e. **Optional.** The Parties agree to include in this repayment plan:
 - i. The Parties agree that Tenant shall make a one-time lump sum payment of ____ **(Insert Amount)** _____, which does not exceed the one-third limit imposed by state law. After the payment of this lump sum amount, Tenant shall proceed with making regular Back Rent Payments on ____ **(date)** _____.
 - ii. In the event the Parties choose not to structure the repayment plan in such a fashion, subsection 6(d)(i) of the agreement shall be stricken.
7. Landlord agrees not to begin an unlawful detainer proceeding for nonpayment of rent while tenant is making payments according to this agreement.
8. If the renter misses a payment under this plan, the Landlord will seek money owed from the Landlord Mitigation Program before filing an unlawful detainer action.

9. Neither of the Parties agree to waive their rights, responsibilities, or obligations under Washington State law in consenting to this contract.

IN WITNESS WHEREOF:

Date: _____

Date: _____

Tenant

Tenant's Attorney

Date: _____

Landlord

Landlord's Attorney

TEMPLATE: LETTER DOCUMENTING ATTEMPT(S) TO PAY

Dear (landlord or property manager name):

I understand that I am in arrears, but am attempting to fulfill my obligation to pay rent. (pick correct option below)

- I have attempted to pay the full amount I owe, but (name of person who refused) has refused to accept this payment.
 - Note: You can pay what you owe into the court registry. Call the King County Tenant Resource line for more information on how to do this.
- I have attempted to pay this month's rent and it was refused.
 - Note: You can pay what you owe into the court registry. Call the King County Tenant Resource line for more information on how to do this.
- I have attempted to pay this month's rent and/or back rent with a (full or partial) pledge/payment of rental assistance and it was refused.
 - Landlords cannot discriminate based on where the money for your payment came from. If they refuse to accept rental assistance, it may amount to what's called "source of income" discrimination. Call the King County Tenant Resource Line if you aren't sure whether your landlord had to take the rental assistance pledge or payment.
- I have attempted to pay this month's rent and create a repayment plan to pay you what I owe, but both of the payment and plan were refused.
 - Landlords no longer have to try to enter into a repayment plan with you, but it is helpful to document the fact that you tried to work with your landlord to pay what you owe.

Landlords are obligated to mitigate their damages, including rental arrears. Your refusal of payment amounts to a failure to mitigate your damages. Please know that, if you continue to refuse to mitigate your damages, this information will likely be shared with the court if you proceed with an eviction action. I want to work on a solution that works for everyone, so please let me know how you would like to work this out.

Thank you,

(Your name)

(Your contact information)