

A woman with dark hair is looking out of a window at night. The window frame is visible, and the background outside is dark with some blurred lights. The overall mood is contemplative and hopeful.

Clark County Volunteer Lawyer's Program

Providing Access to Civil Legal Aid
through Volunteer Attorneys

Housing Law Reform (Eff. 2019)



Northwest Justice Project

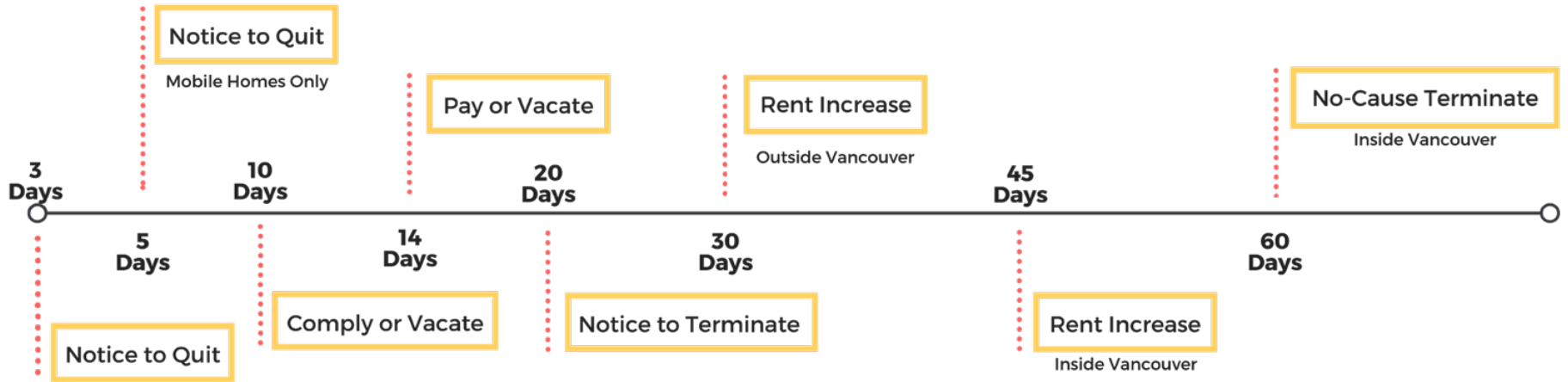
Everyone must have the opportunity to live in a safe, healthy, and affordable home.

The Basics

- Residential Landlord - Tenant Act (RCW 59.18)
- 2 Types of Leases
 - Annual
 - month - to - month
- Special Conditions for:
 - subsidized housing programs
 - mobile home parks where tenant owns the mobile home
 - employer - provided housing
- Vancouver vs Clark County



Timeline of Notices





What's Different?

- 14 day Pay or Vacate
- New Notice and Summons forms
- No evictions for non-rent charges
- Judge can "reinstate" tenancy
- Special "tenancy preservation" fund through Dept. of Commerce



Getting into Housing

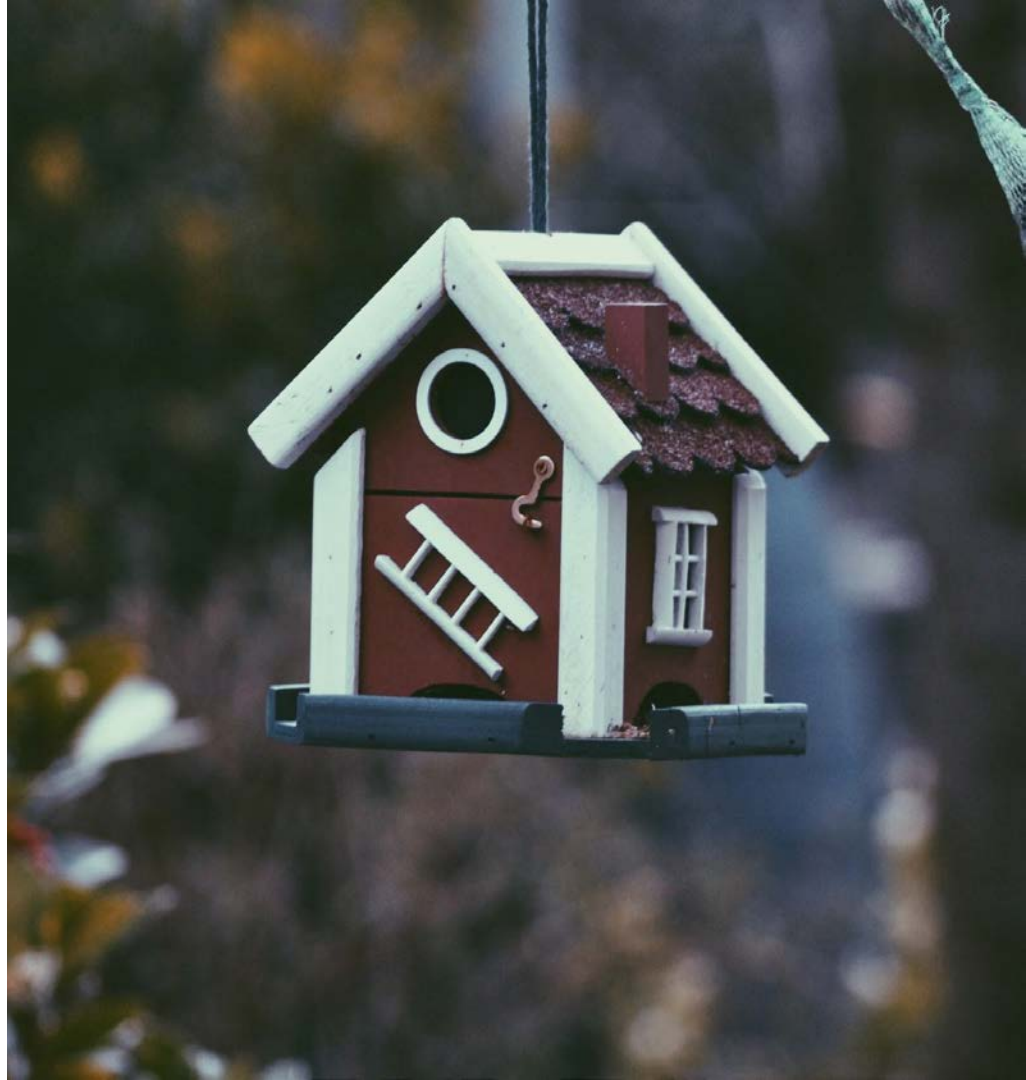
- Landlords Can't Discriminate
 - Source of Income
 - Protected Class (disability, sex, age, etc.)
- Barriers to Housing
 - Criminal Records
 - Past Evictions
 - Behavioral Health

When to ask for reasonable accommodation

Before Signing

- Complete Walk-Through (if LL does not complete written checklist, *then T is entitled to entire security deposit*)
- Read the lease
 - What are the fees?
 - What are the deposits?
- Ensure Habitability
- Everything in Writing!

What can't a landlord put in a lease?





Staying in Housing

- Pay rent on time (according to the lease)
- Always get a receipt
- Ensure Habitability
- Everything in Writing!

What can't a landlord put in a lease?

Living Safely

- Habitability
- If repairs need to happen
- Altercations with other tenants

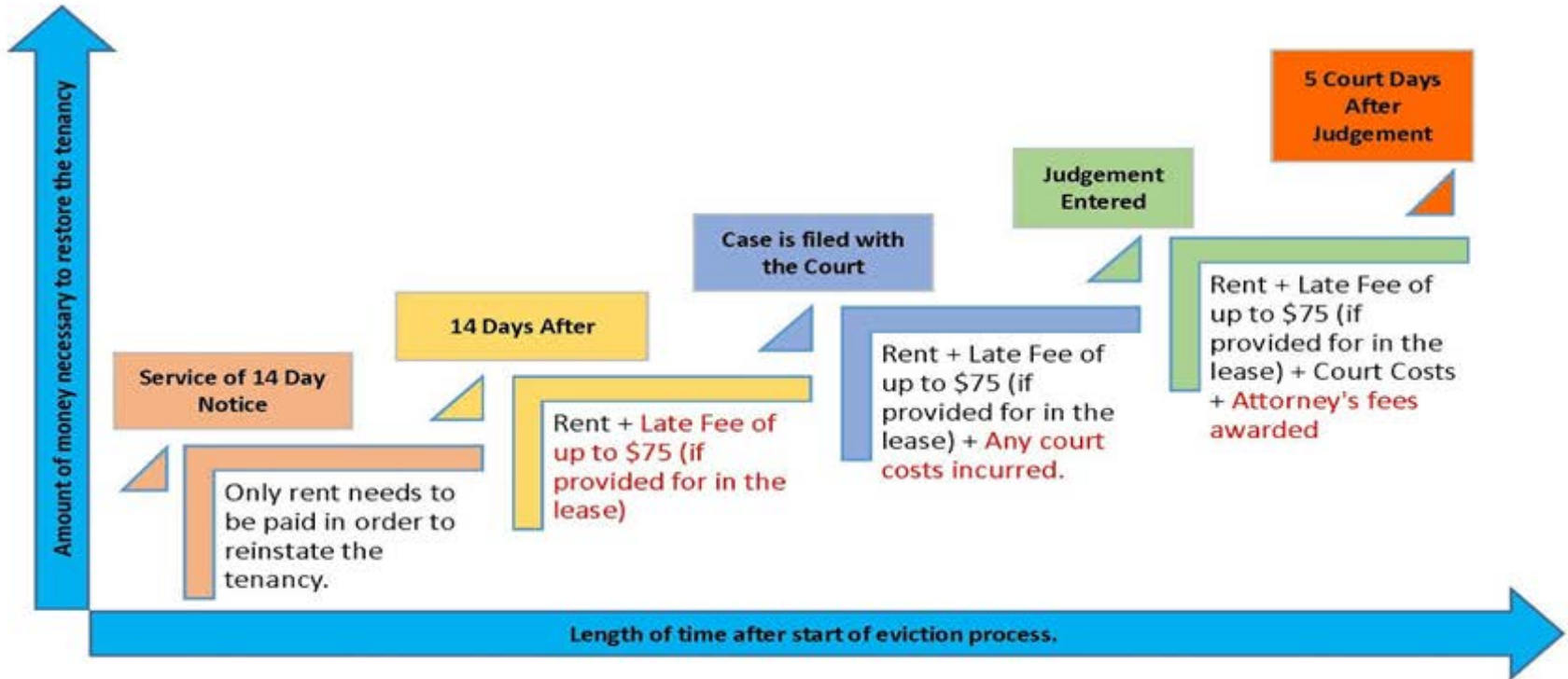




Two new ways to stay

- Reinstatement
- Payment Plan

Timeline of Reinstatement





Payment Plan

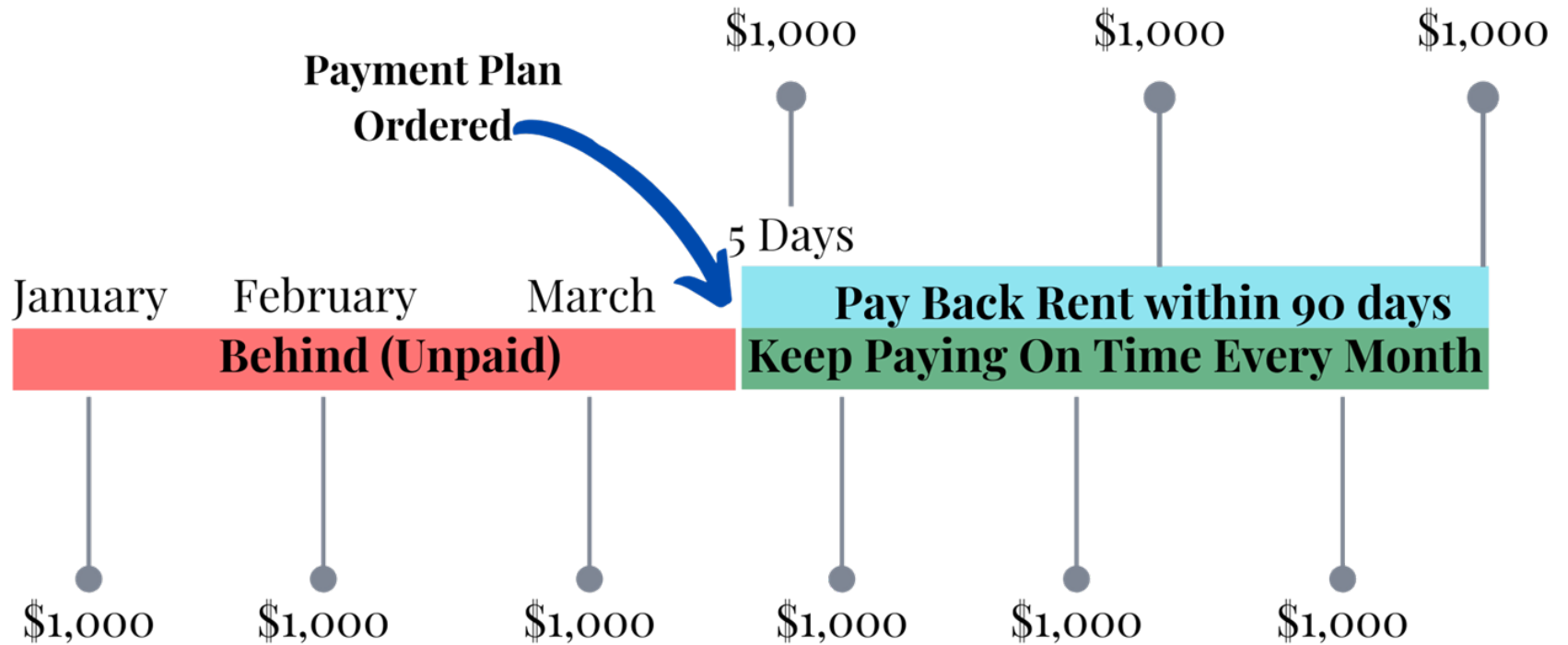
- Use if unable to reinstate
- Tenant asks court for a payment plan
- **Judge considers:**
 - Is failure to pay **intentional** ?
 - “**Exigent**” circumstances?
 - Can tenant **actually pay** ?
 - Tenant’s payment **history**
 - Is tenant otherwise **compliant** ?
 - Is there a **hardship** if evicted?
 - Circumstances of other notices in the **past 6 months**



2 Ways to “Make Whole”

- **Payment Plan**
 - Tenants pays 1 months rent within 5 court days
 - Tenant must remain current with ongoing rent
 - Tenants must pay all within 90 days
- **Landlord Mitigation Fund**
 - If hardship, low - income or limited resourced, court *shall* consider mitigation fund
 - Landlord reimbursed by fund, tenant repays the fund
 - (Stays writ for 30 days)

Timeline of Payment Plan



Rent

What even is it anymore?

- May Include:
 - Literal Recurring Rent
 - Utilities
- Does Not Include:
 - Late Fees
 - Damages
 - Attorney Fees
 - Other Fees (per agreement)

What about “Concession Chargebacks”





Leaving Housing

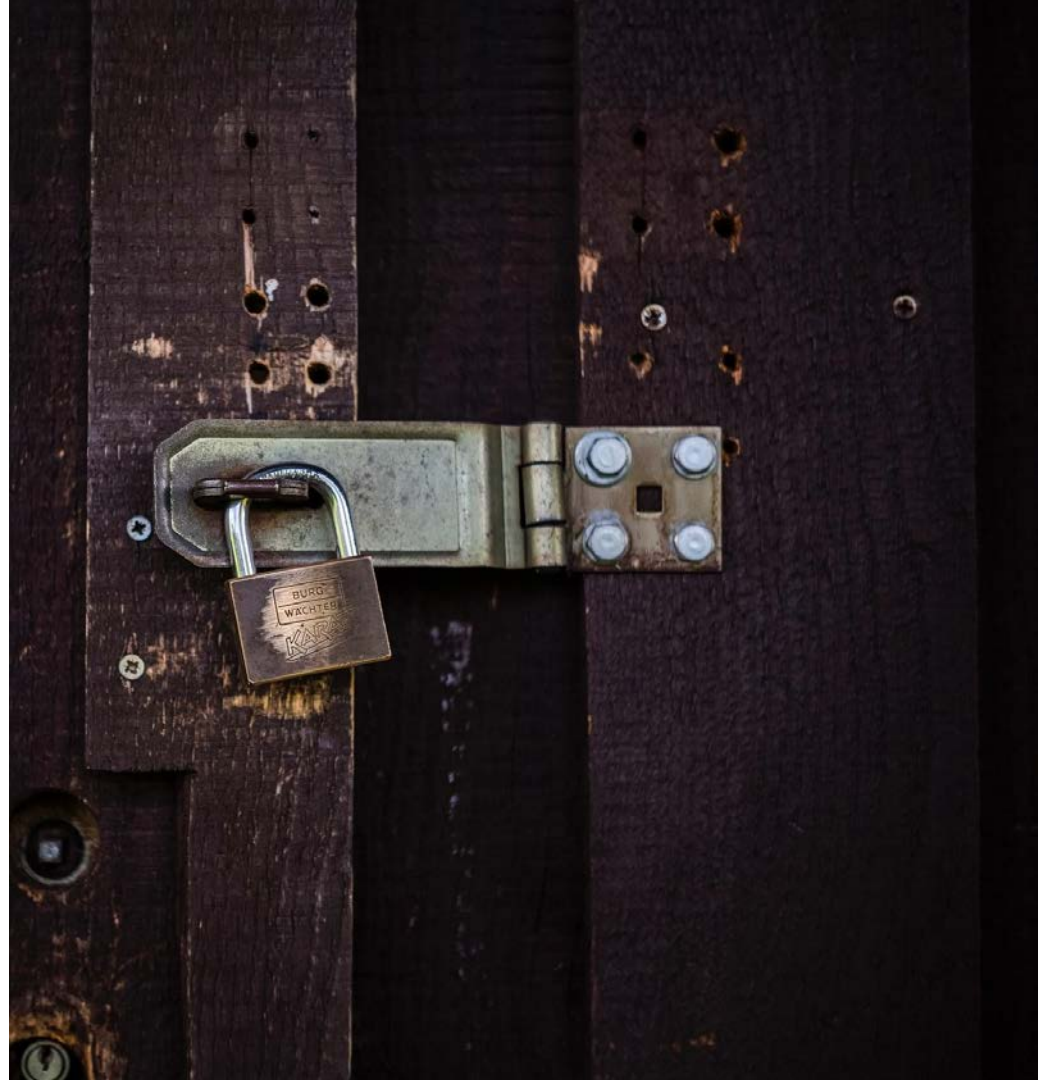
- Deposits (when can the landlord keep these?)
 - Security/Damage
 - Pet
- Read the lease again
- Giving notice to a landlord
- Being Evicted

How to ensure new housing opportunities?

Writs

- Unlawful Detainer
- Writ of Restitution
- Stipulated Agreements
- Limited Dissemination

What happens after a writ is issued?





Order of Payments

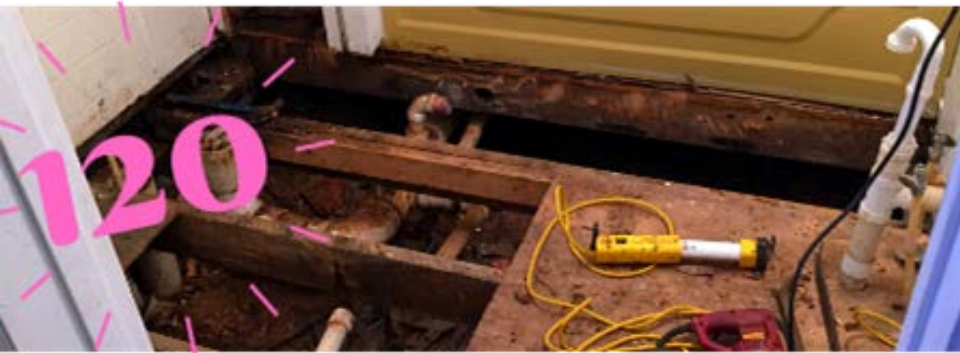
- *All* payments from the tenant must go toward rent before any other fees or costs



More Cool Changes

- Limits on Attorney Fees
 - **May not** award if:
 - Tenants “fails to appear”
 - Rent awarded in the judgment is <2 months or <\$1,200
 - **May** award if:
 - Tenant seeks stay of writ
 - Reinstates tenancy with payment plan
- Process of serving the summons/complaint
 - **Due diligence**
 - 3 attempts at personal service over 2 or more days at different times
 - **Alternative service** (posting and mailing) allowed after due diligence without court order



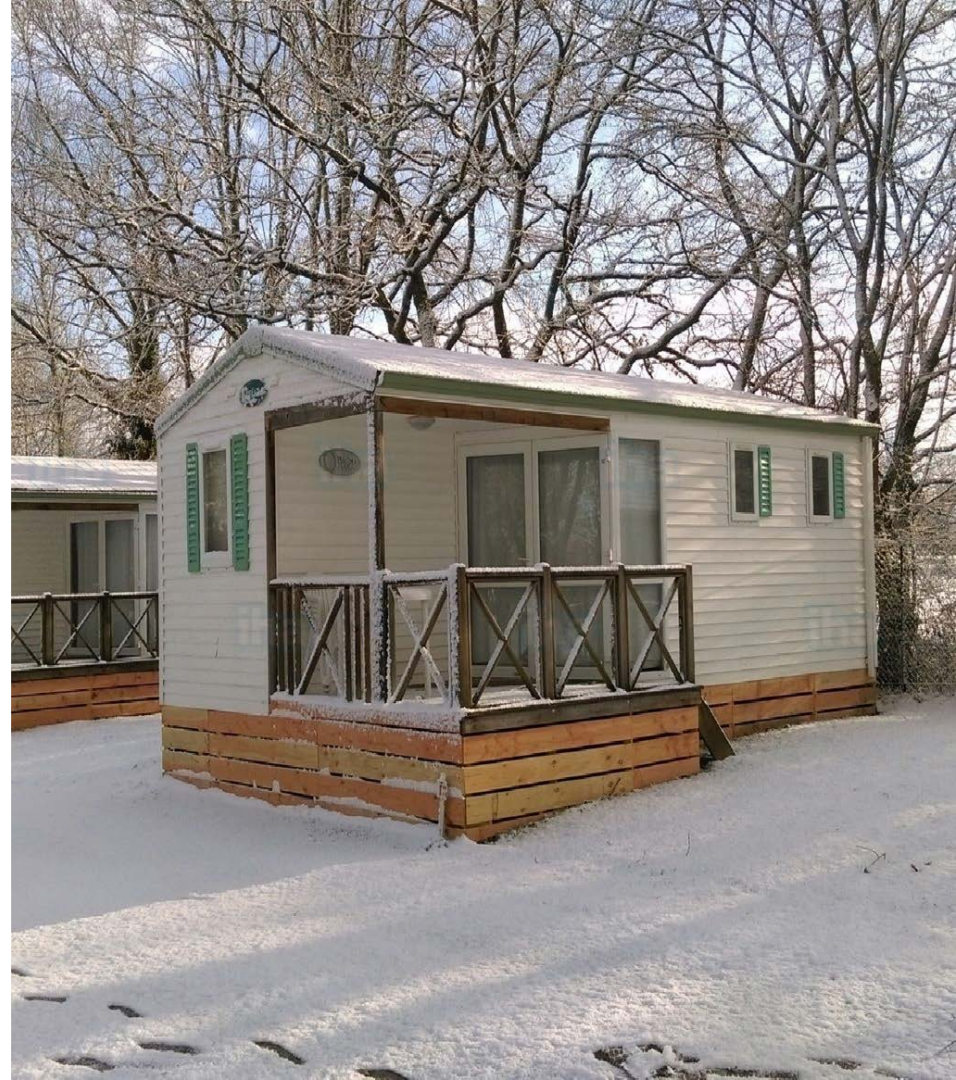


More Cool Changes

- Rent Increases
 - **None** during term of rental agreement
 - **60 days notice** before end of rental period
- Changing use of space or demolishing
 - Provide **120 days** notice
- More protections for service members
 - Need to terminate lease with short notice because of discharge or station transfer

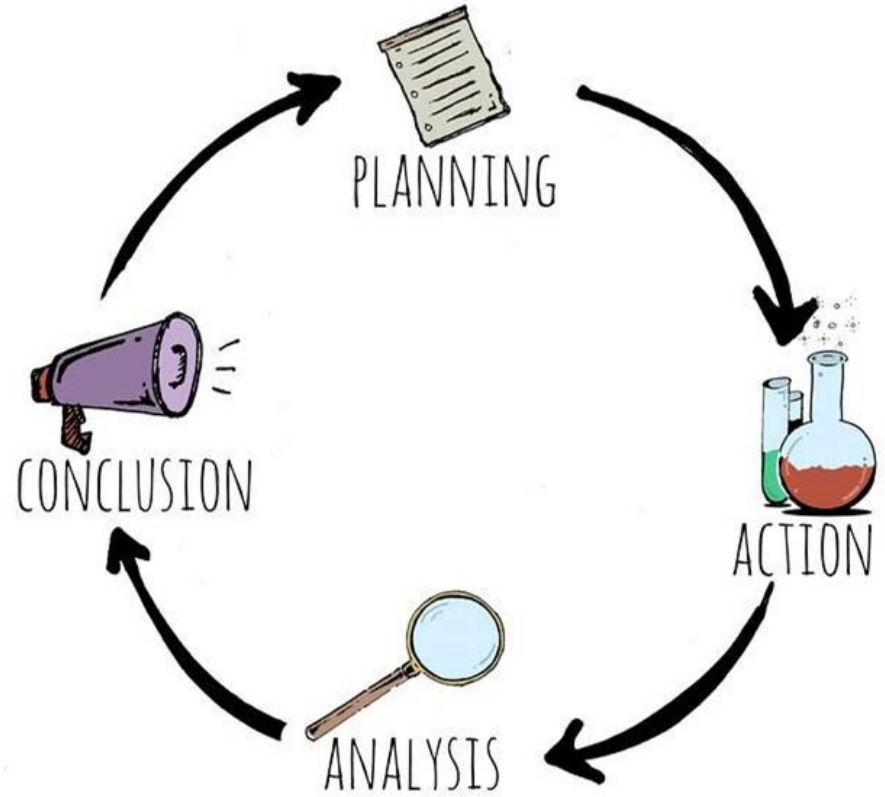
Manufactured/Mobile

- 14 Day pay or - vacate
- 20 Day notice to comply
- Orders of Limited Dissemination
- No rent increase for terms less than 2 years
- 90 day grace period for new rules



WA State Eviction Study

- Through University of Washington
- Clark, Pierce, Snohomish, Spokane
- 50% of eviction filings
- Contracted attorneys:
 - Ben Moody
 - Joseph Mintz





Let's Practice





Andrew

Andrew rents an apartment. He has an annual lease agreement with his landlord.

According to the lease, the rent is due on the 1st of the month, and considered late by the 5th.

Andrew is paid monthly on the 15th and because of this, his property manager has always worked with him and accepted rent by the 18th.

On the 6th of the month, Andrew receives a 14 day notice to “Pay or Vacate”.

What do we Do?



Amelia

Amelia rents an apartment. She has an annual lease agreement with her landlord.

She has never had a late payment or issue with her landlord in the past.

The method of payment, as described in her lease agreement, is to deposit rent into a drop box. She does so using a money order.

The drop box has been broken into and its contents stolen.

Amelia receives a 14 day notice to “Pay or Vacate”.

— What do we Do?



Joey

Joey is a 40 year-old single person who lives with one roommate in a 2-bedroom apartment.

He shared that he was diagnosed with bipolar disorder and sometimes this causes struggles with organization, follow through, and problem solving.

Joey has been engaged with a housing support program and the first few months of rent have been paid in full by the housing program.

Joey is in the 3^d month of a 12-month lease. Rent is due by the 5^h of every month.

Joey was given a voucher on the 3^d of the month but did not get this month's voucher to the property management office until the 9th of the month.

On the 1^h of the month he was given a 3 day pay or vacate notice based solely on his inability to pay the late fee.

The late fee is \$75 plus \$15 per day for every day that it is late. The total late fee is \$135.

What do we Do?

Alice



Alice is 79 years old and lives alone.

In 2015, she moved into an apartment after signing an annual lease. Her agreement indicates that water is included in her rent and not a separate fee.

Alice has not received any updated documents or a new lease since then.

Alice receives a monthly Social Security check. This is her only source of income. She pays \$900 a month in rent.

Alice was recently billed \$500 by her landlord because she had a water leak that increased water usage. The landlord told Alice that she was responsible for the bill.

The landlord also said he needed to come into her apartment immediately to repair the problem. He gave no notice.

While he was fixing the toilet pump that was causing the increase in water usage, he said there was too much stuff in her apartment.

The next day, she received a 48 hour notice for an inspection that was taped to her door. Alice would like to know if she is responsible for the water bill.

She is concerned that she is going to get a rent increase, eviction notice, or be forced to get rid of her things if she wants to stay.



Barbie

Barbie is a 26-year-old mother of 4 children.

Barbie and her husband began renting the apartment several months ago.

They were both listed on a month-to-month lease.

Two of their children have been diagnosed with autism and asthma.

One day, the couple got into a fight and the police were called.

A protection order was granted, and her husband had to leave the home.

Her husband is the sole earner and when he left, Barbie was unable to pay the rent.

She is now three months behind in rent.

Barbie reports that the landlord has called her husband bad names and says that since there have been so many problems and she is behind in rent she must leave.

Barbie has not received anything in writing except for a text from the landlord that says she has until the end of the month to be out.

What do we Do?



Norma

Norma has two children. They have been living in an apartment for about four months.

Shortly after moving in, Norma noticed a terrible smell coming from the carpets. She also noticed mold on the walls, a bathroom ceiling fan that wasn't working, and a mouse ran past her in the kitchen.

In her last rent payment, Norma included a written note informing her landlord of the issues. Norma has not received a response.

Norma says she refused to pay this month's rent because repairs have not been made.

She also said that her children are getting sick and the doctor agreed with her that it is likely because of the house.

What do we Do?

Connect with Us



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