

Eviction and Your Defense

What is the purpose of this packet?

Landlords have to follow certain rules when they want a tenant to move out. This packet explains the reasons why landlords can evict tenants and how the eviction process works. It tells you what you should do if your landlord tries to evict you. It will also help you defend yourself in court against an eviction if you cannot get a lawyer to represent you.

Important Information:

- It is illegal for your landlord to lock you out, turn off your utilities, or take your property, **no matter what**. If your landlord does any of these things, you can take him to court.
- It is extremely important that you keep all notices and documents you get from your landlord. You should also keep a copy of any letters or documents you send to your landlord.

Get something to keep your records in. Keep in your file:

- your lease or rental agreement
 - your security deposit receipt
 - your list of damages in the unit that were there when you moved in (“Condition Check-In List”)
 - rent receipts and cancelled checks
 - your landlord's address and phone number
 - any notices or documents you get from your landlord
 - copies of all letters or documents you send to your landlord
- In Washington, an eviction lawsuit is called an “Unlawful Detainer Action.”

How can I get help from a lawyer?

If your landlord is trying to evict you, you should try to get a lawyer immediately. As soon as you get an eviction notice or an “Eviction Summons” and “Complaint for Unlawful Detainer,” you should try to contact a lawyer.

- If you are low income, you can call the CLEAR line at 1-888-201-1014. A lawyer at CLEAR may be able to help you over the phone. Or he or she may be able to refer you to a free or low-cost lawyer who can help you in person.
- If you are not low-income, you should try to see a private lawyer. Check the yellow pages of your telephone directory under “Attorneys.” There may also be a listing for a referral program operated by your local Bar Association.

- Some counties have a Housing Justice Project. You can find out if your county has one by calling CLEAR (1-888-201-1014) or your local Bar Association.
- There are also several agencies that can help you. You can call Solid Ground's Tenant Services Hotline at 206-694-6767. You can call The Tenants' Union Tenant Rights Hotline at 206-723-0500. Or you can call the Legal Action Center at 206-324-6890.
- If you live in King County, you can meet with a lawyer at a Neighborhood Legal Clinic for free. Appointments last half an hour. Call 206-267-7070 to schedule an appointment or for more information. You can also call the King County Bar Association. Someone there can refer you to a lawyer. The King County Bar Association's number is 206-267-7100.

If you cannot get a lawyer, you can defend yourself in your eviction case. This packet will help you with this process.

Does my landlord have to have a reason for asking me to move out?

This depends on the kind of rental agreement you have. There are two main types of rental agreements. The first is a "month-to-month" rental agreement. The second is a rental agreement for a specific term, for example, six months or one year, usually called a "lease."

Month-to-month rental agreements

- Month-to-month rental agreements do not have a fixed time limit. A month-to-month rental agreement continues until either the landlord or the tenant gives proper notice that he wishes to end it.
- A month-to-month rental agreement can be in writing. Or it can simply be an oral agreement without anything in writing. However, if you pay any kind of deposit, your landlord is required to give you a written rental agreement.
- If you have a month-to-month agreement, you are usually expected to pay rent on a monthly basis.

If you have a month-to-month agreement:

Your landlord does not have to have a reason for asking you to move out (except in Seattle). But he has to tell you in writing that he wants you to move out at least 20 days before the end of the rental period. For example, if the rental period ends June 30th (that means rent for the next month would be due July 1st), the landlord has to give you written notice to move out on or before June 10th.

If the landlord does not have a reason for asking you to move, he/she cannot force you to move out in the middle of a rental period.

Leases

- A lease must be in writing.
- A lease requires a tenant to stay in a unit for a specific amount of time. It also restricts the landlord's ability to change the terms of the agreement.

If you have a lease:

Usually a landlord cannot ask you to move without a reason if you have a lease. Check your lease for any exceptions.

If you live in federally-subsidized housing:

You have additional rights. Your landlord may not be able to evict you. These other packets have more information for you: [Public Housing Evictions](#); [HUD Housing Evictions](#); [Section 8 Existing Housing Evictions](#). You can also call CLEAR at 1-800-201-1014 or visit www.washingtonlawhelp.org for more help.

If you live in a mobile home park and you own your mobile home:

You may also have additional rights. See the publication: [Tenants' Rights Under the Mobile Home Landlord-Tenant Act](#) for more information.

In some cities, the landlord cannot ask you to move out for no reason:

In Seattle, for example, a landlord is ordinarily not allowed to ask you to move out for no reason. For more information, call The Tenants' Union at 206-723-0500, or the Seattle Department of Planning & Development Violation Complaint Line at 206-615-0808.

Illegal Actions of the Landlord

The law prohibits a landlord from taking certain actions against a tenant. These illegal actions include:

1. Lockouts

Your landlord is not allowed to lock you out of the unit, no matter what. He is not allowed to change locks, add new locks, or prevent you from entering the unit in any other way. He is not allowed to lock you out even if you are behind in rent.

2. Utility Shut-offs

The only reason a landlord can shut off utilities is to make repairs. He is not allowed to shut off your utilities because you are behind in rent. A landlord cannot shut off utilities to try to force you to move out.

It is also illegal for the landlord to intentionally fail to pay his utility bills in order to have the service turned off.

You can take your landlord to court if he shuts off your utilities. If you win, the judge can award you up to \$100 a day as damages for each day that utilities were turned off.

3. Taking Your Property

The landlord cannot take your property unless you are behind in rent and you abandon the unit.

It is illegal to include a clause in the rental agreement that lets the landlord take your property.

If your landlord takes your property, first contact the landlord in writing and demand the return of your property. If you don't get your property back, call the police. You can take the landlord to court to force him to give you back your property. The judge can award you damages for the taking of your property, plus up to \$100 a day for each day the property was kept, up to \$1000.

4. **Retaliatory Actions Against You**

The landlord is not allowed to take “retaliatory actions” against you for taking legal action against him.

Examples of legal actions you might have taken against him include reporting a housing code violation to a government agency or deducting costs for repairs from your rent.

Examples of illegal retaliatory actions include raising your rent, reducing your services, or evicting you. If your landlord does one of these things within 90 days of a legal action you took against him, that action is presumed to be “retaliation,” and is illegal. Of course, if your landlord takes one of these actions because you are violating a different rule, that may be allowed.

You can take your landlord to court if he retaliates against you.

5. **Physically forcing you to leave the property**

Your landlord is never allowed to physically force you to leave the property. Only the sheriff can physically move you off the property. The landlord must win an eviction case in court in order to get the sheriff involved.

What are the reasons a landlord can force me to move out?

1. **For not paying rent.**

If you are even one day behind in your rent, your landlord can start the process to make you move out. If you are behind in your rent, your landlord can give you a 3-day notice to pay rent or vacate. If you pay all the rent you owe within three days after you get the notice, the landlord must accept it and he cannot evict you. He does not have to accept a partial payment.

2. **For not following the rental agreement.**

If you break one of the terms of the rental agreement, the landlord can give you a 10-day notice to comply or vacate. For example, your landlord could tell you to move out if you have a cat when the rental agreement has a “no pets” rule. If you fix the problem, or “comply”, within 10 days after you get the notice the landlord must stop the eviction process. If you don’t fix the problem or move out within 10 days, the landlord can start an eviction lawsuit.

3. **For creating “waste or nuisance.”**

You are not allowed to:

- permanently damage or destroy the landlord’s property
- use the property for certain illegal activity including illegal drug-related activity
- engage in gang-related activity
- interfere with other tenants’ use of the property

If you do any of these things, the landlord can give you a 3-day notice to vacate. You must move out within three days after you get this notice. There is no option to correct the problem and stay.

Does the landlord have to deliver these notices in a particular way?

Yes. First, the landlord must try to deliver these eviction notices to you in person. He can also have any manager, employee, or other adult deliver them to you. If you are not home, the landlord or his agent can leave the notice with someone else at your house. If he leaves the notice with someone instead of you, he must also mail you a copy. If nobody is home, the landlord or agent can post the notice at your house. If he posts the notice, he also has to mail you a copy.

Can my landlord still take me to court if I move out before the time on the eviction notice is up?

Yes. Your landlord cannot file an eviction lawsuit against you if you move out before the time on the notice is up. But he can still take you to court to sue you for any rent or other damages he says you owe him. Your landlord has six years after you move out to file a lawsuit against you for rent you owe him.

What happens if I continue to live in the unit after the time on the notice is up?

The landlord can go to court and start an eviction lawsuit. The eviction lawsuit is called an “Unlawful Detainer Action” in Washington. To start the eviction lawsuit, the landlord must deliver you an “Eviction Summons” and a “Complaint for Unlawful Detainer.”

What should I do if I get an “Eviction Summons” and “Complaint for Unlawful Detainer”?

If you get an “Eviction Summons” and “Complaint for Unlawful Detainer”, this means your landlord is trying to evict you. **You must respond in writing or you will have to move out without getting a court hearing first.**

1. The first thing you should do if you get an Eviction Summons and Complaint is try to get help from a lawyer. If you are low income, you can call the CLEAR line at 1-888-201-1014. A lawyer at CLEAR may be able to help you over the phone. Or he or she may be able to refer you to a free or low-cost lawyer who can help you in person. If you are not low-income, you should try to see a private lawyer. Ask your friends if they have any recommendations for lawyers they’ve worked with. Or look in the yellow pages under *Attorneys*.
2. Next, you need to write and deliver a “Notice of Appearance” or an “Answer.” You do not have much time to do this. It is very important that you submit these documents on time even if you do not have legal help.

The Eviction Summons and Complaint will tell you the deadline for submitting your “Notice of Appearance” or “Answer.” Your landlord is supposed to deliver the Eviction Summons and Complaint at least 7 days before the deadline to submit your Answer.

Your landlord must follow certain rules for delivering the Eviction Summons and Complaint. These papers must be delivered in person to you or someone who lives with you. Your landlord

cannot just mail the papers to you or post them on the property unless he gets a court order. If the papers are delivered to you incorrectly, you should write this down in your “Answer” (explained below.)

What happens if I move out after I get the “Eviction Summons” and “Complaint for Unlawful Detainer”?

After you get the Eviction Summons and Complaint, **you cannot stop the eviction lawsuit by moving out.** If you do not answer the Complaint, you will lose the case automatically. If you disagree with anything in the Complaint, you **must** still write a “Notice of Appearance” or “Answer.” You also have to go to the show cause hearing if you get an “Order to Show Cause.” If you don’t do these things, you will probably be ordered to pay everything the Complaint says you owe.

What is a “Notice of Appearance” and how do I fill it out?

When you get an Eviction Summons and Complaint, you must submit an “Answer” by the deadline in the Eviction Summons. If you aren’t sure what to put in your Answer or you need more time to get legal help, you can submit a “Notice of Appearance” instead. You still must submit an Answer to the Complaint, but you can’t be evicted without further written notice if you’ve submitted a “Notice of Appearance.” The “Notice of Appearance” simply lets the landlord and the court know that you want to be notified if anything else happens in your case.

If you do not submit either a “Notice of Appearance” or “Answer,” your landlord will probably win the case automatically. You will be ordered by the court to move out. You will also have to pay everything your landlord asked for in the Complaint.

Use the blank “Notice of Appearance” form at the end of this packet. At the top of the form, you should fill out the county where the lawsuit was filed. Fill in the same county listed on the Eviction Summons and Complaint. Fill in your name as the “defendant” and your landlord’s name as the “plaintiff.” If there is a case number on the Eviction Summons and Complaint form, fill that in in the space next to the word “No.” (for Number.) If there is not a case number on the Eviction Summons and Complaint, leave the space for the case number blank. Even if there is no case number, you must still submit your “Notice of Appearance” or “Answer” by the deadline in the Eviction Summons.

Fill in the name of your landlord’s lawyer in the space for “Attorney for Plaintiff.” Fill in the date. Then sign the form and fill in your name, address, and phone number.

What is an “Answer” and how do I fill it out?

If you get an Eviction Summons and Complaint, you must submit a written “Answer.” In the “Answer”, you get a chance to explain your side of the story. Use the blank “Answer, Affirmative Defenses, Set-Offs” form at the end of this packet. You can fill in the form by hand. Make sure you write neatly.

At the top of the form, you should fill out the county where the lawsuit was filed. Fill in the same county listed on the Eviction Summons and Complaint. Fill in your name as the “defendant” and your landlord’s name as the “plaintiff.” If there is a case number on the Eviction Summons and Complaint form, fill that in too. If there is not a case number on the Eviction Summons and Complaint, leave the space for the case number blank.

Next, there are spaces that ask you to either “admit” or “deny” the statements that the landlord makes in the Complaint. Read each paragraph in the Complaint carefully. The paragraphs will be numbered. For all of the paragraphs you agree with, fill in the number of the paragraph in the “admit” category. For all of the paragraphs you disagree with, fill in the number of the paragraph in the “deny” category.

You might want to only admit part of a paragraph. In this case, write the number of the paragraph in the “admit” section. Then copy down the parts you disagree with where it says “except for the following statements:.”

In the section titled “Affirmative Defenses,” you have a chance to explain your side of the story. You should write in this section any reasons you have for why your landlord shouldn’t be able to evict you. For example, if your landlord did not make necessary repairs and you followed all the correct rules to deduct repair costs from your rent for that reason, you should write that. If your landlord did not deliver the Eviction Summons and Complaint at least 7 days before the response deadline, you should write that.

If you think your landlord actually owes *you* money, you should write that in the section titled “Set-offs.” List the amount and the reasons why you think your landlord owes you money.

Lastly, write in your address and phone number. Sign and date the form.

How do I submit my “Notice of Appearance” or “Answer”?

- Step 1. Make at least two copies of the form after you fill it out.
- Step 2. Take one copy to your landlord’s lawyer. The lawyer’s address should be printed on the lower right hand side of your Eviction Summons and Complaint. It is best to deliver the form in person. If your landlord doesn’t have a lawyer, take the form to the landlord himself.

When you deliver the form, ask the landlord’s lawyer or secretary to stamp the original and one copy of the form with a “copy received” stamp and the date. If the Eviction Summons says you have to deliver the form by a certain time, ask the lawyer or secretary to write in the time as well. Keep the stamped copy for your file. This will give you proof that you delivered the form before the deadline listed on the Eviction Summons.

It is best to deliver the form in person, but you can also mail it. If there’s a fax number in the Eviction Summons, you can also fax it. Remember that the form has to be **received** by the landlord’s lawyer by the deadline on the Eviction Summons. It is not enough to simply mail it and have it postmarked by the deadline. If you mail the form, you should include a Certificate of Service. This form gives you proof that you mailed the form on time. There is a blank “Certificate of Service” form at the end of the forms in this packet. Use this form. If you fax the form, print out a fax transmission confirmation and keep it.

- Step 3. Next, if there is already a case number on the Eviction Summons and Complaint, you need to file the original form at the Superior Court. Take the original to the Superior Court in the county listed on the Eviction Summons.

If there is not a case number on the Eviction Summons and Complaint, keep the original for the time being. Wait until you receive the case number, either in the

mail or by personal delivery. Then take the original “Notice of Appearance” or “Answer” form you filled out to the court. Take it to the County Courthouse in the county listed on the Eviction Summons.

When you file the original at the court, ask the Clerk to stamp your copy with a stamp showing the date. This will prove you filed the form on time.

In King County, take the forms to the 6th floor of the King County Courthouse at 3rd and James in Seattle.

What if the Eviction Summons says I have to go to a court hearing to give my Answer instead of just delivering it to the Clerk?

You should not have to go to a court hearing until you get an “Order to Show Cause.” (This is explained below.) But if the Eviction Summons says you have to go to a court hearing to give your answer, it is a good idea to talk to your landlord’s lawyer. Tell the lawyer you should not have to go to a court hearing until you get an “Order to Show Cause.” Ask the lawyer to confirm that he or she will give you written notice later if you have to go to a court hearing.

What if I also get a separate notice titled “RCW 59.18.375 Payment or Sworn Statement Requirement”?

In addition to the Eviction Summons and Complaint, you may also get a separate notice that you have to pay your rent to the court in order to prevent eviction. This notice should be titled “RCW 59.18.375 Payment or Sworn Statement Requirement.” This notice can be delivered to you if the eviction lawsuit is based on nonpayment of rent. It can be delivered either with the Eviction Summons and Complaint or later. If you receive this notice, you must either pay the rent claimed due to the Superior Court Clerk or file a sworn statement that you don’t owe the amount of rent claimed due by the deadline in the notice. There is a sworn statement form called Certification in the sample forms at the end of this packet. The deadline for responding to this notice should be at least 7 days from the date it is delivered to you.

You must either pay the rent to the Superior Court Clerk **or** deliver a sworn statement saying you don’t think you owe the rent claimed due. If you do not do either of these things by the deadline in the notice, your landlord can get a court order to evict you automatically. You must also deliver written notice of payment or the sworn statement that you don’t owe the amount of rent claimed due to the landlord’s lawyer. The notice of payment or sworn statement can be delivered in person, by mail, or by fax if there’s a fax number in the notice.

In King County, you should take your rent to the court cashier’s office. This office is located at 3rd and James in Downtown Seattle. The office is on the 6th floor. You can also deliver the rent check to the Regional Justice Center in Kent. In other counties, take your rent to the Superior Court Clerk in your county. You generally must pay by cash, cashier’s check, or money order. The Clerk usually won’t accept personal checks.

You must respond to this notice by the deadline **in addition to** delivering your Notice of Appearance or Answer by the deadline in the Eviction Summons **and** appearing at any show cause hearing that has been scheduled.

How do I know if I have to argue my case in court?

If you have to go to a hearing on the eviction, you will get a notice called an “Order to Show Cause.”

What is an “Order to Show Cause” and what should I do if I get one?

If you get an “Order to Show Cause,” it means your landlord has filed an eviction lawsuit against you and he wants to have a hearing in court. If you get an “Order to Show Cause” and you want to defend yourself against the eviction, you have to go to court. It is not enough to deliver your “Notice of Appearance” or your “Answer.” It is also not enough for you to deliver your rent to the Superior Court Clerk or file a sworn statement that you don’t owe all of the rent. You must go to the hearing!

The date and time of the “Show Cause Hearing” will be on the “Order to Show Cause.” You must be on time.

What is a “Show Cause Hearing”?

At a Show Cause Hearing, a judge or commissioner will decide whether you have a good defense to the eviction. If she thinks you do have good arguments for why you should not be evicted, you may win the case right there. She may also grant you a full trial to defend yourself. If she thinks you do not have strong enough arguments against the eviction, she can decide that you should be evicted immediately. She can also decide how much money you owe the landlord or postpone that decision until later.

Your landlord’s lawyer will have a chance to argue why you should be evicted. Then you will be able to give your arguments for why you shouldn’t be evicted.

How do I prepare for the hearing?

1. You should first gather all the important papers and documents you need to argue your case. You should bring everything that has to do with your rental. These things may include:
 - your lease or rental agreement
 - your security deposit receipt
 - your move-in condition checklist
 - your list of things wrong with the apartment
 - rent receipts and cancelled checks
 - your eviction notices
 - the Eviction Summons and Complaint
 - your copies of the “Notice of Appearance” or “Answer” that you filled out. (They should be stamped with the date you delivered them to your landlord’s lawyer and to the court.)
 - any written estimates for repairs to damages in the rental unit
 - receipts for repairs you had done in the apartment

- photographs of any problems with the apartment

Bring originals whenever possible, and bring an extra copy in case the court wants to keep anything you have.

If you are not sure whether you will need something, bring it with you anyway!! **It can never hurt to have too much evidence.**

2. Next, you should contact any witnesses who would be able to support your case and ask them to come to the hearing. Witnesses must have personal information about the reasons why you should not be evicted. They must have seen the damage or disputes between you and your landlord in person. The more witnesses you have with personal knowledge about your case, the better.
3. If you want to see how the system works before your hearing, ask the court clerk when other “show cause hearings” will be held. You can ask to sit in on a hearing to get an idea of what yours will be like.
4. Before the hearing, you should practice what you want to say. Your presentation should be organized and short. You may want to write down a list of important points you don't want to forget.
5. Let your witnesses know in advance what questions you are going to ask them.

What do I do when I get to court for my hearing?

Check in with the court clerk when you arrive at the courthouse for your hearing. The clerk will tell you which courtroom to go to. The list of cases to be heard that day may be posted outside the courtroom or read aloud at the start of the session. If your case is not listed or read, see the court clerk.

What happens at the hearing?

The judge will usually begin by describing the court's procedure. Then the first case will be called. Wait for the judge to announce your case and then go forward with your evidence and witnesses. Usually, all plaintiffs, defendants and witnesses will be required to swear to tell the truth before they testify.

Who are the “plaintiffs” and “defendants”?

In an eviction case, your landlord is the “plaintiff.” You are the “defendant.” (Because you are defending yourself against him.)

What if I don't speak English?

If you do not speak English or have a speech or hearing impairment, you have the right to an interpreter in court. Just make sure to let the court know as far in advance as possible that you want an interpreter. People who are not U.S. citizens also have a right to a hearing in court.

What happens when my case is called?

When your case is called, your landlord's lawyer will have the chance to speak first. The judge will then ask any questions she has for the lawyer and the lawyer's witnesses if there are any. The judge may give you the chance to ask the lawyer and the witnesses questions as well.

Then it will be your turn to talk.

What should I say when it is my turn to talk?

When it is your turn to talk, you should:

- First explain the reasons why you think you shouldn't be evicted. There are many arguments you may have. If your landlord did not make repairs he should have, you should say that. If your landlord says you did not pay rent but you did, you should say that. If you deducted costs from your rent for repairs, you should say that. If your landlord did not give you the proper notice for changing a rule, you should say that. If your landlord gave you any notices late, you should say that.
- Then show the judge any evidence you brought with you. (See above for a list of evidence you might want to bring.)
- If you have witnesses, tell the judge you would like to have your witnesses testify. When the judge tells you to question your witnesses, ask them the questions you prepared about why you should not be evicted.

When will the judge announce his or her decision?

After hearing both sides, the judge will announce a decision. The judge may decide that:

1. You lose the case. This happens if the judge decides that you do not have a good defense to the eviction lawsuit (Unlawful Detainer Action). In this case, the judge will direct the sheriff to evict you. The judge may also decide that you owe your landlord money. He or she may tell you how much money you have to pay your landlord or postpone that decision until later.
2. You win the case. This happens if the judge decides that you have presented a good defense against the eviction. In this case, the judge will dismiss the case. This means you do not have to move out, at least for the time being. Sometimes the judge will make this decision simply because the landlord did not follow the right procedures for the eviction. The landlord may still be able to evict you later, but he will have to fix any mistakes he made in the eviction process first.
3. A full trial is necessary to decide the case. If the judge makes this decision, you and your landlord have to get a trial date. If you are still living on the property, your landlord has the right to a trial within 30 days.

What if I want to have a jury hear my case?

You do not have the right to a jury at a "show cause hearing." But you do have the right to a jury if the judge orders a full trial. If you want your case heard by a jury at trial:

- You must file a written request for a jury **before** you get a trial date
- Go to the Superior Court Clerk to file this request
- There is a fee for having a jury. A six-person jury costs \$125. A twelve-person jury costs \$250. If you can't afford this fee, you can ask the court to waive the jury fee. Whether the jury fee will be waived or not is up to the court. You should ask the court to order waiver of the fee before you file the request for a jury.

What happens if I miss my “Show Cause Hearing”?

If you do not go to the court for your Show Cause Hearing or if you are even a few minutes late, you will probably lose automatically. The judge will allow your landlord to evict you. The sheriff will be able to force you to leave the property. And you may have to pay everything the landlord asked for in the Complaint. This may include rent, damages, court costs, and lawyer fees.

Can my landlord physically force me to leave the property?

No. Only the sheriff can physically move you off the property. The landlord has to go to court to get the sheriff involved.

If the judge decides the case should go to full trial, how do I get a trial date?

The procedure for getting a trial date may be different from county to county. Usually, the judge or commissioner will sign an order instructing the Superior Court Clerk to set the case for trial on a specific date. Ask the judge or commissioner or contact the Superior Court Clerk if you have a question about the procedure for getting a trial date in your county.

Is there a way I can settle the case with my landlord without going to court?

Yes. If you and your landlord can make an agreement on the case, you don't have to go to court. Make sure you get this agreement in writing. It should say:

- Whether you are allowed to stay in the unit or whether you have to move
- If you are agreeing to move, it should say the date you will move out by
- Whether you are responsible for paying any rent, damages, late charges, fees, court costs, or lawyer fees
- What will happen if you do not move out by the agreed date or if you don't pay the agreed amount of money

If you and your landlord make a written agreement, you should have a lawyer look at it before you sign it.

This agreement between you and your landlord is called a “Stipulation.” There is a sample “Stipulation” at the end of this packet.

What happens if I do not answer the Eviction Summons and Complaint, or if I lose at the show cause hearing?

If you do not respond to the Eviction Summons and Complaint, or if you lose at the Show Cause Hearing, you will generally have to:

1. Move out
2. Pay the money the judge says you owe your landlord
3. Pay your landlord back for his court fees and lawyer fees in the eviction process as well. Court fees can cost over \$200. Lawyer fees can cost \$1,000 or more. Because it is so expensive, it is a good idea to try to avoid going to court if you don't have a good defense against the eviction.

Usually, if you do not answer the Eviction Summons and Complaint, you will have to pay everything your landlord asked for in the Complaint.

In order to make you move out, the court issues an order for a “writ of restitution.”

What is a “writ of restitution”?

The sheriff can deliver a “writ of restitution” to you personally or post it on your property. If the sheriff delivers or posts a “writ of restitution,” it means you must move out. You will not have a chance to argue your case unless the court orders another hearing. The writ will usually say the date by which you have to move out. If you do not move out on your own before this date, the sheriff will come to order you off the property. The sheriff is allowed to physically remove you and your belongings from the property if you don’t move out voluntarily.

If at all possible, you should move your belongings out of the unit before the sheriff comes. When you get a “writ of restitution” and don’t move out by the deadline, the landlord under the sheriff’s supervision is allowed to move your belongings out of the unit if you are not there. If you deliver a written request to the landlord for storage of your property within three days after delivery of the writ of restitution, your landlord must store the property. The landlord may also have to store your property if he knows that you are disabled and your disability interferes with your ability to request storage. You will generally have to pay moving and storage costs to get your property back. If you object to storage, your landlord can’t store your property. If your landlord doesn’t store your property, he will usually put the property on the sidewalk or parking strip. If your property is not stored, your landlord and the sheriff are not required to protect your property from theft, weather, or other damage.

If you have questions about the right of the sheriff to force you to leave the property, call the sheriff’s office. The number is usually listed on the “writ of restitution.”

Is there any way I can stop my eviction after I get a “writ of restitution”?

It is very difficult to stop an eviction after you get a “writ of restitution.” But you may be able to stop it if the landlord did something incorrectly in the eviction process. If you want to try, you should contact a lawyer immediately.

How can I get more information on my rights?

You can get more information on your rights as a tenant in the packet called **Tenants’ Rights**. You can find this packet on the internet at www.washingtonlawhelp.org. Or you can get it by calling the Northwest Justice Project at 1-888-201-1014.

6310EN

This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice. This information is current as of the date of its printing, January 2009.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF _____

_____	No.
Plaintiff(s)	CERTIFICATION AND CERTIFICATE OF SERVICE
vs.	

Defendant(s)	

CERTIFICATION

I, _____, deny that the rent alleged due in the plaintiff's complaint is owed based upon a legal or equitable defense or set-off arising out of the tenancy.

This certification is made in accordance with RCW 59.18.375.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

1 Dated this _____ day of _____, 20____, in _____
2 Washington.

3 _____
(Signature)

4 _____
Name (print)

5 Address: _____

6 _____
7 Telephone No.: _____

8 **CERTIFICATE OF SERVICE**
9 **Certification**

10 I certify under penalty of perjury under the laws of the State of Washington that, on the
11 date(s) stated below, I did the following:

12 On the _____ day of _____, 20____, I hand-delivered a copy of the foregoing
13 **Certification** to _____ (Name of Plaintiff or the Attorney for
14 Plaintiff) at the following address: _____
15 _____.

16 AND/OR

17 On the _____ day of _____, 20____, I mailed a true copy of the foregoing
18 **Certification** to _____ (Name of Plaintiff or Plaintiff's
19 attorney) at _____ (Address of
20 Plaintiff or Plaintiff's attorney), by regular U.S. mail, postage prepaid.

21 AND/OR

22 On the _____ day of _____, 20____, I faxed a true copy of the foregoing
23 **Certification** to _____ (Name of Plaintiff or Plaintiff's attorney)

1 at _____(Facsimile (fax) telephone number).

2 Dated this _____ day of _____ 20__, in _____(City), _____(State).

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(Signature)

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24 *CERTIFICATION AND CERTIFICATE OF SERVICE - Page 3 of 3*

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF _____

_____	No.
Plaintiffs(s)	NOTICE OF APPEARANCE AND CERTIFICATE OF SERVICE
vs.	

Defendant(s)	

TO: _____ Attorney for Plaintiff
AND TO: Clerk of the Superior Court

YOU AND EACH OF YOU PLEASE TAKE NOTICE that Defendant(s) hereby appears in the above-entitled cause and requests that all further papers and pleadings herein, except original process, be served upon the Defendant at the address stated below, pursuant to Civil Rule 5.

Dated this _____ day of _____, 20__.

(Defendant's Signature)

(Print Name)

(Address)

(Telephone Number)

CERTIFICATE OF SERVICE
Notice of Appearance

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

On the _____ day of _____, 20__, I hand-delivered a copy of the foregoing **Notice of Appearance** to _____ (Name of Plaintiff or Plaintiff's attorney) at the following address: _____.

AND/OR

On the _____ day of _____, 20__, I mailed a copy of the foregoing **Notice of Appearance** to _____ (Name of Plaintiff or Plaintiff's attorney) at _____ (Address of Plaintiff or Plaintiff's attorney), by regular U.S. mail, postage prepaid.

AND/OR

On the _____ day of _____, 20__, I faxed a copy of the foregoing **Notice of Appearance** to _____ (Name of Plaintiff or Plaintiff's attorney) at _____ (Facsimile (fax) telephone number).

Dated this _____ day of _____ 20__, in _____ (City), _____ (State).

(Signature)

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF _____

<p>_____ Plaintiff(s)</p> <p>vs.</p> <p>_____ Defendant(s)</p>	<p>No.</p> <p>ANSWER, AFFIRMATIVE DEFENSES, SET-OFFS AND CERTIFICATE OF SERVICE</p>
--	---

Defendant(s) answers the complaint as follows:

1. Admits the statements contained in paragraphs number

_____ ; except for the
following statements:

2. Denies the statements contained in paragraph number(s)

_____ ; except for
the following statements _____

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3. Lacks knowledge about the truth and therefore denies the statements contained in paragraph number

AFFIRMATIVE DEFENSES

Defendant('s), other defense(s) is (are):

SET-OFFS

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

1 Defendant(s) requests that this lawsuit be dismissed and that a judgment be entered against the plaintiff(s)
2 for any set-off, costs or attorney fees.

3
4 _____
(Date)

_____ (Signature)

5 _____
Name (Print)

6 Address: _____
7 _____

8 Telephone No _____
9

10 **CERTIFICATE OF SERVICE**
Answer, Affirmative Defenses, Set-Offs

11 I certify under penalty of perjury under the laws of the State of Washington that, on the date(s) stated
12 below, I did the following:

13 On the _____ day of _____, 20__, I hand-delivered a copy of the foregoing
Answer, Affirmative Defenses, Set-Offs to _____ (Name of Plaintiff or
14 the Attorney for Plaintiff) at the following address:
_____.

15 AND/OR

16 On the _____ day of _____, 20__, I mailed a true copy of the foregoing **Answer,**
Affirmative Defenses, Set-Offs to _____ (Name of Plaintiff or Plaintiff's
17 attorney), by regular U.S. mail, postage prepaid.

18 AND/OR

19 On the _____ day of _____, 20__, I faxed a copy of the foregoing **Answer,**
Affirmative Defenses, Set-Offs to _____ (Name of Plaintiff or
20 Plaintiff's attorney) at _____ (Facsimile (fax)
telephone number).

21 Dated this _____ day of _____, 20__, in _____ (City), _____ (State).

22
23 _____
(Signature)

SAMPLE FORM

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

J. Landlord		No. 08-2-00000-1 SEA
	Plaintiff(s)	
vs.		EVICTON SUMMONS
B. Tenant		(Residential)
	Defendant(s)	

THIS IS A NOTICE OF LAWSUIT TO EVICT YOU.
PLEASE READ IT CAREFULLY.
THE DEADLINE FOR YOUR WRITTEN RESPONSE IS:
5:00 p.m., on August 18, 2008.

TO: B. Tenant
718 Baltic Street, Apt. H
Seattle, WA 98144

This is a notice of a lawsuit to evict you from the property that you are renting. Your landlord is asking the court to terminate your tenancy, direct the sheriff to remove you and your belongings from the property, enter a money judgment against you for unpaid rent and/or damages for your use of the property, and for court costs and attorneys' fees.

If you want to defend yourself in this lawsuit, you must respond to the Eviction Complaint in writing on or before the deadline stated above. You must respond in writing even if no case number has been assigned by the court yet.

You can respond to the Complaint in writing by delivering a copy of a Notice of Appearance or Answer to your landlord's attorney (or your landlord if there is no attorney) to be received no later than the deadline stated above.

The Notice of Appearance or answer must include the name of this case (Plaintiff(s)) and (defendant(s)), your name, the street address where further legal papers may be sent, your telephone number (if any), and your signature.

1 If there is a number on the upper right side of the Eviction Summons and Complaint, you must
2 also file your original Notice of Appearance or Answer with the court Clerk by the deadline for your
3 written response.

4 You may demand that the plaintiff file this lawsuit with the court. If you do so, the Demand must
5 be in writing and must be served upon the person signing the Summons. Within fourteen days after you
6 serve the Demand, the plaintiff must file this lawsuit with the court, or the service on you of this
7 Summons and Complaint will be void.

8 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that
9 your written response, if any, may be served on time.

10 You may also be instructed in a separate Order to appear for a court hearing on your eviction. If
11 you receive an Order to Show Cause you must personally appear at the hearing on the appearance or
12 answer by the deadline stated above.

13 If you do not respond to the Complaint in writing by the deadline stated above you will lose by
14 default. Your landlord may proceed with the lawsuit, even if you have moved out of the property.

The Notice of Appearance or Answer must be delivered to:

Frank Faffle
Fiffle and Faffle
000 National Bank Building
Seattle WA 98154
(206) 777-0001

Dated: August 8, 2008

FIFFLE and FAFFLE

By: s/ Frank Faffle
Frank Faffle
WSBA No.: 88,000
Attorney for Plaintiff

SAMPLE FORM
Do Not File

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

J. Landlord

Plaintiff(s)

No. 08-2-00000-1 SEA

vs.

**COMPLAINT FOR
UNLAWFUL DETAINER**

B. Tenant

Defendant(s)

The plaintiff alleges as follows:

I.

Plaintiff, as landlord, rented to defendant, as tenant, the premises commonly known as Apartment H, Baltic Street Apartments, 718 Baltic Street, Seattle, King County, Washington, to be held and possessed by the defendant on a month-to-month tenancy.

II.

The rent for the described premises is \$500.00 a month, or \$16.67 a day payable in advance, and the defendant is in actual possession of the described premises.

III.

A twenty-day notice of termination of tenancy was served on the defendant on July 11, 2008 terminating the defendant's tenancy as of July 31, 2008.

IV.

Defendant has failed to pay rent for the month of July, 2008. A three-day notice to pay or vacate was served on the defendant on July 7, 2008.

V.

1 Defendant has failed to pay the rent or vacate the described premises within the time required by
2 the three-day notice to pay rent or vacate and has failed to vacate the premises as required by the twenty-
3 day notice of termination of tenancy and the defendant is unlawfully detaining the premises.

4 WHEREFORE, the plaintiff requests judgment as follows:

- 5 1. For restitution of the described premises;
- 6 2. For termination and forfeiture of the defendant's tenancy;
- 7 3. For judgment against the defendant for unpaid rent and damages for Unlawful Detainer;
- 8 4. For plaintiff's reasonable attorney fees in the sum of \$250.00 if no defenses are presented; or
9 such greater sum as the court deems reasonable if defenses are presented;

10 Dated: August 8, 2008

11 FIFFLE AND FAFFLE

12 By: s/Frank Faffle
13 Frank Faffle
14 WSBA No. 88,000
15 Attorney for Plaintiff
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2 **SAMPLE FORM**

3 **Do Not File**

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5 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
6 IN AND FOR THE COUNTY OF KING

7 J. Landlord

Plaintiff,

No. 08-2-00000-1SEA

8 vs.

B. Tenant

Defendant.

RCW 59.18.375

PAYMENT OR SWORN
STATEMENT REQUIREMENT

9
10
11 TO: B. Tenant

12 718 Baltic Street, Apt H

13 Seattle Washington 98144

14 **IMPORTANT NOTICE**

15 **READ THESE INSTRUCTIONS CAREFULLY**

16 YOU MUST DO THE FOLLOWING BY THE DEADLINE DATE:

17 THE DEADLINE DATE IS August 18, 2008

18 1. PAY RENT INTO THE COURT REGISTRY;

19 **OR**

20 2. FILE A SWORN STATEMENT THAT YOU DO NOT OWE THE RENT CLAIMED
DUE.

21 IF YOU FAIL TO DO ONE OF THE ABOVE ON OR BEFORE THE DEADLINE DATE,
22 THE SHERIFF COULD EVICT YOU WITHOUT A HEARING EVEN IF YOU HAVE ALSO
RECEIVED A NOTICE THAT A HEARING HAS BEEN SCHEDULED.

23 SAMPLE RCW 59.18.375 PAYMENT OR
SWORN STATEMENT REQUIREMENT- 1

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YOUR LANDLORD CLAIMS YOU OWE RENT

This eviction lawsuit is based upon nonpayment of rent. Your landlord claims you owe the following amount: \$ 500.00. The landlord is entitled to an order from the court directing the sheriff to evict you without a hearing unless you do the following by the deadline date:

YOU MUST DO THE FOLLOWING BY THE DEADLINE DATE:

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 lawsuit is pending;

OR

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.

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, mail, or facsimile.

Frank Faffle
Fiffle and Faffle
000 National Bank Building
Seattle WA 98154
(206) 777-0001
Fax: (206) 777-0011

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 scheduled.

Dated: August 8, 2008

Frank Faffle
Fiffle and Faffle
000 National Bank Building
Seattle WA 98154
(206) 777-0001
Fax: (206) 777-0011

SAMPLE FORM

Do Not File

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

J. Landlord

Plaintiff,

No. 08-2-00000-1SEA

vs.

CERTIFICATION

B. Tenant

Defendant.

CERTIFICATION

I, B. Tenant, deny that the rent alleged due in the plaintiff's Complaint is owed based upon a legal or equitable defense or set-off arising out of the tenancy.

This Certification is made in accordance with RCW 59.18.375.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 18th day of August, 2008, in King County, Washington.

B. Tenant

(Signature)

B. Tenant

718 Baltic Street, Apt H

Seattle Washington 98144

Telephone No.: 123-4567

SAMPLE FORM
Do Not File

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

J. Landlord,

Plaintiff

No. 08-2-00000-1 SEA

vs.

B. Tenant,

Defendant.

ANSWER, AFFIRMATIVE
DEFENSES, SET-OFFS

Defendant(s) answer the complaint as follows:

1. Admit the statements contained in paragraphs number I and II _____
_____;

except for the following statements:

_____.

2. Deny the statements contained in paragraphs number III, IV, and V _____

_____;

except for the following statements: _____

_____.

_____.

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_____.

3. Lack knowledge about the truth and therefore deny the statements contained in paragraphs
number _____.

SAMPLE ANSWER, AFFIRMATIVE
DEFENSES, SET-OFFS- 1

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AFFIRMATIVE DEFENSES

4. Defendant('s) other defense(s) is (are): The Plaintiff has waived the 20-day notice by accepting rent after it expired. Plaintiff did not serve the 3-Day Notice correctly. Defendant does not owe rent because she used repair remedies under the Residential Landlord-Tenant Act.

SET-OFFS

1. The plaintiff(s) owes the defendant(s) \$ Not Applicable

_____.

2. Defendant(s) request that this lawsuit be dismissed and that a judgment be entered against the plaintiff(s) for any set-offs, costs or attorney fees.

August 18, 2008
(Date)

B. Tenant
(Signature)

B. Tenant
Name (Print)

Address: 718 Baltic Street, Apt. H
Seattle, WA 98144

Telephone No. (206) 123-4567

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CERTIFICATE OF SERVICE

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

On the _____ day of _____, 20__, I hand-delivered a copy of the foregoing **Answer, Affirmative Defenses, and Set-Offs** to _____ (Name of Plaintiff or the Attorney for Plaintiff) at the following address:

_____.

AND/OR

On the _____ day of _____, 20__, I mailed a true copy of the foregoing **Answer, Affirmative Defenses, and Set-Offs** to _____ (Name of Plaintiff or Plaintiff's attorney), by regular U.S. mail, postage prepaid.

Dated this _____ day of _____, 20__, in _____ (City), _____ (State).

(Signature)

SAMPLE FORM
Do Not File

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

J. Landlord,

Plaintiff

No. 08-2-00000-1 SEA

vs.

STIPULATION

B. Tenant,

Defendant.

The parties stipulate as follows:

1. Defendant B. Tenant agrees to vacate the premises located at 718 Baltic Street, Apt. H, Seattle, Washington, 98144 no later than September 30, 2008.

2. If the defendant fails to vacate the premises by September 30, 2008, plaintiff shall be entitled to the issuance of a Writ of Restitution, upon five days notice to the defendant, directing that possession of the premises to be restored to the plaintiff.

3. In consideration for the promises and agreements contained herein, all claims, causes of action, and set-offs asserted in this case shall be released and forever discharged and upon vacation of the premises by the defendant, this action shall be dismissed with prejudice and without costs.

Dated: August 25, 2008.

Frank Faffle
WSBA No. 88,000
Attorney for Plaintiff

Defendant