



Coronavirus (COVID-19): You cannot be evicted during the crisis unless you are causing a threat, or your landlord wants to sell or move into the property

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- ❖ Read this only if you live in the state of Washington.
 - ❖ You can find all the fact sheets we link to here at [WashingtonLawHelp.org](https://www.washingtonlawhelp.org).
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What is this eviction moratorium?

You may be required to pay rent and utilities under your rental agreement (lease). Many people right now find themselves in an emergency. They have lost income and cannot make those payments.

If this describes you, you should know that between now and October 15, 2020, a landlord may not try to evict you if you cannot pay the rent.

A landlord may only serve you with a notice of unlawful detainer if it says you are causing an imminent threat to health, safety, or property.

A landlord may give you a notice to move after 60 days, if the landlord wants to sell the property or move into it themselves.

A landlord may not go to court to get a writ against you for not paying the rent.

A landlord may not try to force you to move even if you agreed to move out in a stipulation or other agreement.

A landlord may not force you to move to a smaller rental if you cannot pay the rent.

A landlord may not raise the rent or increase your deposit between now and October 15, 2020.

A landlord may not charge late fees for any rent payment that you paid late or could not pay starting February 29, 2020, or report a debt for rent on your credit.

A landlord must offer you a reasonable payment plan if you cannot pay the rent. This has to be based on your own circumstances. The same payment plan to the entire building doesn't count. You can use one of the sample letters below to propose a payment plan that works for you.

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- ❖ If the landlord does not propose a reasonable payment plan, and later tries to evict you, it is a defense to the eviction if you can prove the landlord did not propose a reasonable plan.
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Can the landlord still evict me for other reasons?

A landlord can only give you an eviction notice in these situations:

- You are causing an immediate and significant threat, to the health, safety, or property of others on the property. Having COVID-19 does not count. One example of such a threat is if you are doing something that could cause a fire and refusing to fix it.
- The landlord is going to live in the place themselves. The landlord must give you 60 days' notice of this.
- The landlord intends to sell the place. The landlord must give you 60 days' notice of this.

A landlord may not give you a notice to comply or vacate if you could not pay the rent this month.

A landlord may not make you enter a payment plan if you lose your job and cannot pay the rent, and then try to give you a 10-day notice when you cannot follow the payment plan.

Can the sheriff still put me out?

Law enforcement (the sheriff) may not enforce (carry out) eviction orders unless the court order says that it is because you caused a significant and immediate health or safety problem. Your local court may have added other requirements. Contact them directly to ask.

I own the mobile home I live in. I rent the lot. Does the eviction moratorium apply to me?

Yes!

My living arrangement is different.

The moratorium covers anyone who pays rent to live in any type of place. Here are some examples. You have to have lived in this place for more than 14 days for the moratorium to apply. This is not a complete list:

- You live in a motor home or RV you own. You rent the lot the motor home sits on.
- You live in transitional housing.
- You live in a camping area.
- You live in an Airbnb.
- You live in a hotel or motel. You occupy the hotel or motel room as your residence, not as a place to stay for a few nights during travel.
- You are renting a room from a roommate.
- You live at a commercial property as a caregiver or security. You pay rent to live there.

I live in public housing or other type of government housing.

This moratorium still applies to you, but you have even more protection. Read [Coronavirus: On March 27, 2020, Congress stopped evictions for not paying rent in many federally funded housing programs.](#)

I could not live in or move into the place due to COVID-19. For example, my college closed, or I was laid off from my seasonal job.

A landlord may not charge you rent for a place you could not live in due to COVID-19.

I rent a storefront or other commercial space.

If COVID-19 has greatly affected you or your business, a landlord may not raise your rent, or threaten to, unless the rental increases were agreed to prior to February 29.

My landlord is trying to evict me anyway.

Get legal help right away. Call

- **Housing Justice Project** at (253) 234-4204 in King County
www.kcba.org/For-the-Public/Free-Legal-Assistance/Housing-Justice-Project
- **CLEAR Hotline:** [1-888-201-1014](tel:1-888-201-1014) in all other counties, weekdays between 9:15 am and 12:15 pm
- **Your local volunteer lawyer program:** check the list at <https://bit.ly/39yv9m7> to find one in your county

Contact the state Attorney General’s office at fortress.wa.gov/atg/formhandler/ago/COVID19EvictionComplaintForm.aspx. Let them know your landlord is trying to evict you.

We also have sample letters at the end of this fact sheet that you can use, depending on your situation.

❖ **You are still responsible to pay your rent.** Washington’s “eviction moratorium” just pauses the court process. If you can pay the rent, or part of it, do not skip this responsibility!

What else can I read?

- [Coronavirus \(COVID-19\): Should I enter into a rent repayment plan with my landlord?](#)
- [Coronavirus: On March 27, 2020, Congress stopped evictions for not paying rent in many federally funded housing programs](#)
- [If you are a renter who has or might have Coronavirus \(COVID-19\)](#)

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You can use this if you got a Pay or Vacate Notice:

Dear _____:

My name is _____. I am your tenant, living at:
_____ [address].

I received a notice to pay rent or vacate the property on: _____ [put the date you got the notice].

Your notice is forbidden by Proclamations 20-05, 20-19, 20-19.1 and 20-19.2 made by the Governor of Washington, and must be rescinded. That proclamation ordered a moratorium on evictions for non-payment of rent. The moratorium lasts until October 15, 2020 and forbids you from serving pay or vacate notices during that time. Please immediately rescind this notice.

Sincerely,

Tenant Signature

Date signed

You can use this if you received a 20-day notice:

Dear _____:

My name is _____. I am your tenant, living at: _____ *[address]*.

I received a notice stating that I have 20 days to vacate the property on: _____ *[put the date you got the notice]*.

Your notice is forbidden by Proclamation 20-19, 20-19.1 and 20-19.2 made by the Governor of Washington. Those proclamations ordered a moratorium on no-cause evictions that ends October 15, 2020. As part of the moratorium, you are not allowed to serve no-cause eviction notices. Please immediately rescind this notice.

Sincerely,

Tenant Signature

Date signed

You can use this if you cannot pay the rent:

Dear _____:

My name is _____. I am your tenant, living at: _____ [address].

Like so many people right now, I have lost income due to the coronavirus. I am doing everything I can to find financial assistance. I have done all of the following [include what you have done: applied for unemployment, looking for other work, applied for other government benefits, and so on]:

_____.

But I am still struggling right now. I may not be able to pay my rent in full or on time in the coming months.

I hope you will work with me to come up with a reasonable payment plan so you will get rent payments and I will keep my housing. I would be happy to meet (by phone or video call, or through email) to discuss the options for payment. You can reach me at this phone number or email address: _____.

I understand more assistance may become available to landlords and tenants. I will apply for any programs that are available to me. I hope you are willing to do the same.

[If you can make a partial or late payment, include this:]

I am able to pay this amount, \$_____, on this date: _____. I would like to work out a payment plan and a schedule.

I really hope we can work together on this. I look forward to hearing back from you.

Sincerely,

Tenant Signature

Date signed