

1 MOTION #1
2 (申請 #1)

3
4
5 **Notice: You must complete this form in English.**
6 (請注意：務必以英文填寫此表。)

7
8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
9 IN AND FOR THE COUNTY OF _____
10 (於 _____ 郡的
11 華盛頓州高等法院)

12 _____
13 Plaintiff
14 (原告)
15 (*landlord*)
16 ((房東))

17 v.
18 (訴)

19 _____
20 Defendant(s)
21 (被告)
22 (*tenant*)
23 ((租戶))

Case No.: _____
(案件編號：) _____

MOTION TO REINSTATE TENANCY
UNDER RCW 59.18.410(2) and MOTION
FOR ORDER OF LIMITED
DISSEMINATION UNDER RCW
59.18.367.

(根據 RCW 59.18.410(2)恢復租賃的申請以及
根據 RCW 59.18.367 的限制傳播命令)

Defendant moves the Court to reinstate the tenancy after unlawful detainer
pursuant to RCW 59.18.410(2):

1 (被告在依照 RCW 59.18.410(2)向此法院申請在不法佔有後恢復租賃)

2 I. Relief Requested

3 I. (已要求救濟)

4
5 I ask the Court to reinstate my tenancy and allow me to continue living in my
6 rental unit because I paid \$_____ (amount of rent, late fees, court costs, and
7 attorneys' fees owed **or** amount owed under a deposit installment plan, court costs,
8 and attorneys' fees owed) to my landlord or their attorney or to the court, OR

9
10 I offered to pay \$_____ to my landlord or their attorney and they did not
11 accept it.

12 I also want the Court to Issue an Order for Limited Dissemination under RCW
13 59.18.367 Quash any Writ of Restitution

14 (本人要求法院恢復本人的租賃，並允許本人住在租賃單元中，因為 本人已
15 向房東或其律師或向法院支付了\$_____ (積欠的租金、滯納金、法院費用和律
16 師費用之金額**或**積欠的押金分期付款費用、法院費用和律師費用之金額)，或者
17

18 (本人曾提出要向房東或其律師支付\$_____，但他們沒有接受。)

19 (本人也希望法院能夠 簽發 RCW 59.18.367 的限制傳播命令 撤銷所
20 有歸還令)
21
22
23

1 II. Declaration

2 II. (聲明)

3 I paid \$_____ to my landlord or the court on _____ (date) OR

4 I offered to pay \$_____ on _____ (date) but my landlord or their
5 attorney would not accept the payment. This amount was the total of any rent due or
6 payment due under deposit installment plan, any court costs incurred at the time of
7 payment, late fees (if such fees are due under the lease and do not exceed \$75.00 in
8 total), and attorneys' fees if awarded.

9 I declare under penalty of perjury of the laws of the state of Washington that the
10 forgoing is true and correct.

11 (本人在_____ (日期) 向房東或法院支付了\$_____ , 或者)

12 (本人曾在 _____ (日期) 提出要向房東或其律師支付 \$_____ , 但
13 他們沒有接受。此金額是所有遲交之房租或押金分期付款費用、在付款時招致的所有法
14 院費用、滯納金 (若根據租約應繳納此金額且該金額不超過\$75.00) 和律師費用 (若有
15 批出) 的總金額。

16 本人特此聲明上述資訊真實準確，若有不實，願按華盛頓州法律以偽證罪論處。)

17 Signed at (city and state): _____ Date: _____

18 (簽署地點 (城市與州) : _____ 日期 : _____)

1 Defendant signs here

Print name

2 (被告請在此簽名)

(正楷姓名)

3 III. Evidence Relied Upon

4 III. (相關證據)

5
6
7 This motion is based on Defendant's declaration above and the filings and pleadings in
8 this case.

9 (此申請的依據為被告前述聲明以及本案中提交的文件訴狀。)

10
11 IV. Argument

12 IV. (論據)

13
14 A. A tenant may reinstate their tenancy under RCW 59.18.410 (2) at any time prior
15 to five court days after a hearing, including prior to the hearing.

16 A. (租戶可根據 RCW 59.18.410 (2) · 在聽證會後的 five 個開庭日前 · 包括聽證會
17 之前 · 隨時恢復租賃。)

18 Under RCW 59.18.410(2), a tenant may reinstate the tenancy at any time
19 up to 5 court days after a hearing. To reinstate, they must pay the rent owed, a
20 late fee of up to \$75.00 (if provided for in the lease), any court costs incurred at the
21 time of payment, and any attorneys' fees (if awarded under RCW 59.18.410(1) as
22 provided in RCW 59.18.290).

23 (根據 RCW 59.18.410(2) · 租戶可在聽證會後的最多 5 個開庭日前

1 隨時恢復租賃。 欲恢復租賃，租戶必須支付積欠的房租、最高達\$75.00的滯納金
2
3 (若根據租約應繳納此金額)、在付款時招致的所有法院費用、以及任何律師費用
4 (若在 RCW 59.18.290 所述根據 RCW 59.18.410(1)批出)。

5
6 The relevant paragraph of RCW 59.18.410(2) states:
7 (RCW 59.18.410(2)的相關段落說明：)

8 (2) When the tenant is liable for unlawful detainer after a default in the
9 payment of rent, execution upon the judgment shall not occur until the
expiration of five court days after the entry of the judgment.

10 Before entry of a judgment or until five court days have expired after entry
11 of a judgment, the tenant [...] or other party interested in the continuance of
12 the tenancy, may pay into the court or to the landlord the amount of the rent
13 due, any court costs incurred at the time of payment, late fees if such fees
are due under the lease and do not exceed seventy-five dollars in total, and
attorneys' fees if awarded, in which event any judgment entered shall be
satisfied and the tenant restored to his or her tenancy.

14 ((2) 當租戶因拖欠房租而需對因此導致的不法佔有承擔責任時，則判決應
15 在判決生效後的 five 個開庭日屆滿後執行。)

16 (在判決生效前，或者在判決生效後的 5 個開庭日屆滿後，租戶 [.....] 或其
17 他意欲延續租賃的相關方可向法院或房東支付遲交之房租、付款時招致的所
18 有法院費用、滯納金 (若這類費用根據合約必須支付，且總計上限為七十五
19 美元)、以及律師費用 (若有批出)，且已生效的所有判決均已得到履行，
20 則租戶可恢復其租賃。)

21 Under RCW 59.12.030(3), a tenant is "liable for unlawful detainer" when "he or
22 she continues in possession [...] after a default in the payment of rent", and after notice
23

1 in writing requiring payment of the rent or surrender of the premises, and after “the period
2 of fourteen days after service for tenancies under chapter 59.18 RCW.”

3 (根據 RCW 59.12.030(3) · 租戶在「拖欠房租後仍持續佔有[.....]」，且在要求
4 支付房租或交出房屋的書面通知送達租戶，且在「根據 RCW 第 59.18 章規定的 fourteen
5 天期限」屆滿後仍持續佔有，則租戶「需對因此導致的不法佔有承擔責任」。))

6
7
8 Thus, the tenant’s liability for unlawful detainer after a default in the payment of
9 rent begins just after the period of 14 days after service of a “Fourteen-Day Notice to
10 Pay Rent or Vacate the Premises.” This date would also be the first date available for
11 the tenant to be restored to his or her tenancy under RCW 59.18.410(2), so long as the
12 tenant pays the amount of the rent due and any late fees (if such fees are due under the
13 lease and do not exceed seventy-five dollars in total).

14
15 (因此，租戶對因拖欠房租而導致的不法佔有的責任在「繳納房租或離開房屋的
16 十四天通知書」送達後起計的 14 天期限屆滿開始。該日期也是租戶可根據 RCW
17 59.18.410(2)恢復租賃的第一天，只要租戶支付遲交的房租和滯納金即可 (若這類費用
18 根據合約必須支付，且總計上限為七十五美元) 。)

19
20
21 After court costs have been incurred (but before any judgment is entered), the
22 tenant may pay the amount of rent due, plus any court costs incurred at the time of
23 payment, plus late fees (up to \$75.00) and then be restored to his or her tenancy. Late

1 fees for rent owed between March 1, 2020 and December 31, 2021 may not be included.
2 RCW 59.18.625.

3 (招致法院費用後 (但判決未生效前) ，租戶在支付遲交的房租 ，加上付款時已
4 招致的所有法院費用 ，和滯納金 (上限為\$75.00) 後 ，即可恢復其租賃 。) 2020 年 3 月
5 1 日至 2021 年 12 月 31 日期間所欠租金的滯納金可能不包括在內 。華盛頓州修訂法典
6 RCW 59.18.625 。

7
8
9 After a judgment has been entered, the tenant still has five court days to pay the
10 amount of the rent due, plus any court costs incurred, plus late fees (up to \$75.00), plus
11 attorneys' fees if awarded, and then the tenant shall be restored to his or her tenancy.
12 Additionally, any judgment entered shall be satisfied and the landlord shall file a
13 satisfaction of judgment with the court. RCW 59.18.410(2).

14 (判決生效後 ，租戶仍有五個開庭日的時間可支付遲交的房租 ，加上招致的所有
15 法院費 、滯納金 (上限為\$75.00) 和律師費用 (若有批出) ，其即可恢復租賃 。此外 ，
16 生效的所有判決均應已得到履行 ，且房東應向法院提出履行判決的要求 。 RCW
17 59.18.410(2) 。

18
19
20 Under recently amended RCW 59.18.283, a tenant may reinstate the tenancy if
21 a tenant defaulted in payment owed under a deposit installment plan. RCW 59.18.283
22 now includes the provision that “When, at the commencement of the tenancy, the
23 landlord has provided an installment payment plan for nonrefundable fees or deposits

1 for the security of the tenant's obligations and the tenant defaults in payment, the
2 landlord may treat the default in payment as rent owing. Any rights the tenant and
3 landlord have under this chapter with respect to rent owing equally apply under this
4 subsection." RCW 59.18.283 (3).

5
6 (根據近期修訂的 RCW 59.18.283 , 若租戶未能支付押金分期付款費用 , 租戶
7 可恢復租賃。 RCW 59.18.283 現納入以下條款 : 「若房東在租賃開始之初 針對租戶承
8 諾履行義務而須支付的不可退還費用或保證金 提供了分期付款計劃 , 且 租戶未能及時
9 繳納該等費用 , 則房東可將未及時繳納款項一事視為 拖欠房租。租戶與房東在本章中就
10 房租拖欠事宜具備的所有權利 同等適用於此目」。 RCW 59.18.283 (3) 。)
11
12

13
14 Because the Defendant has tendered the appropriate amount of rent, costs
15 and/or fees to the Plaintiff, this court should order the Defendant's tenancy reinstated
16 under RCW 59.18.410(2).

17 (由於被告已向原告償付相關房租、成本和/或費用 , 此法院應根據 RCW
18 59.18.410(2)下令恢復被告的租賃。)

19
20 **B. As Defendant Has Reinstated the Tenancy Under RCW 59.18.410, the Court**
Should Issue an Order of Limited Dissemination.

21 **B. (由於被告已根據 RCW 59.18.410 獲得租賃恢復 , 法院應簽發限制傳播**
22 **命令。)**

1 Under RCW 59.18.367(1)(b), a court may order an unlawful detainer action to
2 be of limited dissemination if the tenancy was reinstated under RCW 59.18.410 or
3 other law. As Defendant has reinstated under RCW 59.18.410(2), the Court should
4 issue an Order barring the disclosure of the existence of this unlawful detainer action
5 in a tenant screening report or using it as a factor in determining any score or
6 recommendation in a tenant screening report.

7 (根據 RCW 59.18.367(1)(b) , 若租賃根據 RCW 59.18.410 或其他法律而恢復 ,
8 則法院可下令對不法侵佔的行為設置限制散播。 由於被告已根據 RCW 59.18.410(2)獲
9 得租賃恢復 , 法院應簽發命令 , 禁止在租戶篩選報告中顯示此不法侵佔行為 , 或者以此
10 作為在租戶篩選報告中決定任何分數或推薦程度的因素。)
11
12

13 V. Conclusion

14 V. (結論)

15
16 For the reasons stated herein, Defendant seeks an Order reinstating the tenancy,
17 quashing any Writ of Restitution and an Order of Limited Dissemination.

18 (出於上述原因 , 被告申請命令 , 以恢復租賃、撤銷所有歸還令和限制傳播。)

19 Signed at (*city and state*): _____ Date: _____

20 (簽署地點 (城市與州) : _____ 日期 : _____)
21

22
23  _____
Defendant signs here
(被告請在此簽名)

Print name
(正楷姓名)

1 ORDER #1
2 (命令 #1)

3
4
5
6
7
8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
9 IN AND FOR THE COUNTY OF _____

10 (於 _____ 郡的
11 華盛頓州高等法院)

12 Plaintiff
13 (原告)
14 (*landlord*)
15 ((房東))

16 v.
17 (訴)

18 Defendant(s)
19 (被告)
20 (*tenant*)
21 ((租戶))

Case No.: _____
(件編號 :) _____

[PROPOSED] ORDER REINSTATING
TENANCY UNDER 59.18.410(2) AND
LIMITING DISSEMINATION UNDER
RCW 59.18.367

([擬議] (根據 59.18.410(2)恢復租賃和
根據 RCW 59.18.367 限制傳播的命令)

22 Defendant(s) _____ has moved this Court for an Order to
23 Reinstate tenancy under RCW 59.18.410(2) and for an Order Limiting Dissemination
of this action under RCW 59.18.367. The Court finds the tenant has paid the amount

1 required to reinstate the tenancy under RCW 59.18.410(2). Further, the Court finds
2 that, having reinstated the tenancy under 59.18.410, there is good cause to limit
3 dissemination of this unlawful detainer action for the Defendant(s)

4 (被告_____向此法院申請根據 RCW 59.18.410(2)恢復租賃
5 的命令，以及根據 RCW 59.18.367 申請對此行為限制傳播之命令。法院裁定租戶已支
6 付根據 RCW 59.18.410(2)恢復租賃的必要金額。此外，法院也認為即便已根據
7 59.18.410 恢復租賃，但有正當理由為被告_____
8 針對此不法佔有行為限制傳播。)

11 It is now therefore ORDERED that:

12 (因此，在此下令：)

13 1. Defendant(s) _____are hereby reinstated to the tenancy at the
14 address: _____.

15 1. (特此恢復被告_____在以下地址的租賃：

16 _____。)

17 2. Any Writ of Restitution previously ordered in this action is hereby quashed. Either
18 Plaintiff(s) or Defendant(s) may deliver an uncertified copy of this Order to the Sheriff
19 for purposes of stopping the enforcement of any Writ of Restitution.
20
21
22
23

1 2. (先前此訴訟中簽發的任何歸還令在此撤銷。原告和被告均可向警長遞交此命令未
2 經認證的副本，以阻止實施任何歸還令。)

3
4 3. Any judgment entered in this action has been satisfied and the court clerk shall
5 modify this record to indicate that the judgment has been satisfied.

6 3. (此訴訟中的任何判決均已得到履行，法院書記官應修改此記錄，指明判決已得到履行。)

7
8 4. Dissemination of this unlawful detainer case record is hereby limited with respect to
9 the Defendant _____.

10 4. (特此限制與被告_____相關的不法佔據
11 事宜記錄的傳播之舉。)

12
13 5. Construction and enforcement of this order shall be consistent with RCW 59.18.367
14 and other applicable law.

15 5. (此命令的構成與實施應遵循 RCW 59.18.367 及其他適用法律。)

16
17 DATED: _____ JUDGE/COURT COMMISSIONER

18 (日期：) _____
19 (法官/法院專員)

20 PRESENTED BY: APPROVED BY:
21 (提出者：) (核准者：)

22
23 _____ Defendant(s)
(被告)