



2020 Changes to Washington's Landlord/Tenant and Eviction Laws

Tenants and Landlords: Read this!

Washington State's laws covering tenants, landlords, and what assistance tenants can get when facing eviction changed in 2020. The changes went into effect on June 11, 2020.

❖ **COVID-19 Update! Eviction law is changing quickly. There are temporary bans and changes to how courts handle evictions. Things may be different depending on where you live.** Get the latest information and learn about help for evictions in your area at WashingtonLawHelp.org: [Coronavirus \(COVID-19\): There are only a few reasons your landlord can evict you right now](#)

What will you learn by reading this?

- What the main changes to the laws are
- Where to learn more

What does the law say?

Washington's state laws are called the **Revised Code of Washington (RCW)**. The most important laws covering tenants and landlords are in the [Residential Landlord-Tenant Act \(RCW 59.18\)](#). The eviction process (**Unlawful Detainer**) is in [RCW 59.12](#). Both laws changed in major ways.

- **Tenants can now pay their deposit and other moving costs in installments.**

Up until June 11, 2020, a tenant usually had to pay any deposit and move-in costs all before they moved into their new rental unit. The landlord did not have to accept

partial payment or payment plans. It was very hard for many tenants to afford to move.

Starting June 11, 2020, tenants have the right to pay certain upfront fees in an installment plan (payment plan), instead of all at once. If they ask the landlord in writing, tenants can now pay these move-in costs in installments:

- Deposits.
- Nonrefundable fees.
- Last month's rent.

The payment plan must be in writing. Tenant and landlord must both sign it. **If the rental agreement is 3 months or longer**, a tenant can ask for a payment plan of three monthly, equal payments. **If the rental agreement is less than 3 months**, a tenant can ask for a payment plan of two monthly, equal payments. Payments must start at the beginning of the tenancy and are due on the same day as rent.

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- ❖ A landlord can only turn down a tenant's written request for an installment plan if the total deposits and nonrefundable fees are not more than 25 percent of the first month's rent and the landlord is not asking for last month's rent.
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➤ **Tenants can be evicted for missing a payment on a deposit installment plan.**

A new law in 2019 limited evictions for nonpayment to **"rent"**. **"Rent"** in 2019 included recurring monthly charges, such as utility bills. The law changed in 2019 to give tenants more time to pay what they owed in rent, from 3 days to 14 days. If the tenant has not paid what is owed within 14 days, the landlord can file an eviction lawsuit (Unlawful Detainer). Read [2019 Changes to Washington's Landlord/Tenant and Eviction Laws](#) to learn more.

In 2020, the law has changed again. "Rent" now also includes money owed on a deposit installment plan. A tenant who misses a payment on a deposit installment plan can be served with a 14-Day Notice to Pay or Vacate, same as if the tenant didn't pay rent. And if the tenant does not pay what is owed on the installment plan within the 14 days, the landlord may file an eviction lawsuit.

➤ **Tenants have longer before they can be charged late fees.**

Up until June 11, 2020, a landlord could start charging a tenant late fees the day after rent was owed. **Example 1:** The rent is due the 1st of the month. Before June 11, 2020, the landlord could start charging late fees the 2nd of the month.

Starting June 11, 2020, a landlord cannot charge late fees until the rent is 5 days late. **Example 2:** The rent is due the 1st of the month. You pay the rent the 6th of the month. The landlord cannot charge you late fees. But if the tenant pays rent more than 5 days late, the landlord can charge late fees starting from the first day rent is late. **Example 3:** The rent is due the 1st of the month. The rent is paid the 8th of the month. The landlord can charge late fees from the 2nd of the month.

❖ A landlord can give a tenant a 14-day Notice to Pay or Vacate any day after the rent is due.

➤ **Tenants can ask to change the date rent is due.**

Up until June 11, 2020, a landlord did not have to change the day the tenant pays rent.

Starting June 11, 2020, a landlord must agree to change the day rent is due up to 5 days if the tenant asks in writing **and** the tenant's main source of income is government assistance that is received after the rental due date. Government assistance can be TANF, ABD, Social Security Benefits, Veteran's benefits, and so on.

➤ **Landlords do not have to accept cash rent payments.**

Up until June 11, 2020, a landlord had to accept cash for any payment of rent.

Starting June 11, 2020, a landlord can refuse to accept cash for rent payments. A landlord who does accept cash must give the tenant a receipt. Landlords must still give a receipt for rent payments made in any other form if the tenant asks for a receipt.

Also, if a landlord serves a 14-Day Pay or Vacate Notice, the landlord can no longer ask the tenant to pay what is owed in cash, unless the rental agreement says you must pay cash.

➤ **Landlords must accept payment from and cooperate with rental assistance organizations.**

Up until June 11, 2020, if a tenant got a commitment (“**pledge**”) from a government or community program to help pay rent the tenant owed, a landlord did not have to give the rental assistance program information needed to process the payment, such as a copy of the landlord’s tax identification form or W-9 form. Even where a tenant could get rental assistance without the landlord’s cooperation, the landlord did not have to accept the pledge. Because of this, many tenants who could have had help paying rent didn’t get it.

Starting June 11, 2020, landlords **must** accept pledges from rental assistance programs. A landlord must now work with the rental assistance program so the program can give the landlord the pledge money. More tenants will now be able to catch up on rent through the help of charities and other agencies to pay their landlords.

A landlord’s duty to accept pledges from a rental assistance program depends on where the tenant is in the eviction process.

- ✓ **When a landlord serves a Pay or Vacate Notice**, the landlord must accept a pledge only for the **full amount** of rent owed. A landlord can refuse a pledge for anything less. A landlord can refuse a combination of pledges and money.
- ✓ **After the 14-day period ends**, a **landlord must accept** even a pledge that only covers **part of what the tenant must pay to reinstate the tenancy (stay in their home)**, including back rent, up to \$75 in late fees, costs, and attorney fees. The landlord must accept payment that comes from a combination of pledges.

Once the landlord gives the rental assistance program what it needs, the landlord must stop the eviction action for 7 days so the organizations can pay the pledged amounts.



Warning!

Laws covering landlords and tenants can be complicated, especially right after big changes like this.

This information gives just a basic summary. Landlords and tenants should both know there are some important exceptions to these laws!

You can find much more detailed information on WashingtonLawHelp.org.

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