



# I Just Lost at an Eviction Hearing

## Who is this for?

A tenant who went to an eviction hearing and lost.

## What will you learn by reading it?

- What might happen next (and when) after losing at an eviction hearing
- How you may be able to pay the landlord and stay or ask the judge for a payment plan so you can stay in your home
- How to get legal help if you lost an eviction hearing

## An Eviction Hearing is called a “Show Cause Hearing.”

In eviction lawsuits, the hearing is called a “Show Cause Hearing.” The tenant (or “defendant”) in an eviction hearing is supposed to prove (or “show”) that there’s a good reason (or “cause”) why the landlord shouldn’t be able to evict you. If the tenant cannot show a good “cause” or defense, the landlord will win.

If the landlord wins, the judge will sign a judgment (showing how much money you owe) and an eviction order for the sheriff.

Usually the judge will sign two documents. The first is called a “Judgment.” The Judgment will state how much you owe the landlord. It may include back-rent, late fees, legal costs, and lawyers’ fees.

The second is called an Order for a Writ of Restitution. The landlord gives this to the sheriff. Then the sheriff attaches a final eviction order on your door, called a “Writ of Restitution.” The sheriff may tape it to your door that evening, or it may be a few days later.

After the sheriff attached the “Writ of Restitution” on your door, the law says you have at least 3 days to move out before the sheriff comes back and makes sure you actually move out.

Sometimes, you may have a few more days or a week, but not always. Sometimes the Writ will have an exact date and time on it. Other times you will have to call the sheriff’s department to ask when they will come out.

The Writ of Restitution should have information about asking your landlord to store your personal belongings if you can’t move them in time. You have to fill out the form that comes with the Writ of Restitution and give it to your landlord within 3 days after the Writ is posted. The landlord may get to charge you storage fees, like a storage unit business.

### **Is there any way to stop the sheriff from coming back?**

Your legal options depend on what happened in the eviction lawsuit. Some of them are very difficult without a lawyer. Try to get legal help as soon as possible.

### **If you went to the eviction hearing and lost:**

If you went to a hearing and lost, you may wonder if you can “appeal” the eviction lawsuit. Your legal options depend on what happened at the hearing and whether you were evicted because you owed rent or not.

### **If you were evicted because you owed rent:**

If you were evicted only because you owed back-rent, you may be able to “reinstate your lease” and stay in your home if you can pay back the landlord what you owe and then file a “Motion to Reinstate” with the court.

You may also be able to file a “Motion to Stay the Writ of Restitution and for a Payment Plan” and ask the judge for a payment plan, so you can pay back the money over time.

These motions may be difficult to do on your own, so try to get legal help (see below).

### **If you need more time to pay the landlord, you may ask the judge for a payment plan**

If you were evicted only because you owed back-rent, you may be able to ask for a payment plan, through a formal request to the judge, called a “Motion to Stay the Writ of

Restitution and for a Payment Plan.” See [RCW 59.18.410\(3\)](#) and see the sample Motion below.

You will only have a few days to file your motion, so try to get legal help immediately!

RCW 59.18.410(3) explains what kinds of factors the judge can consider when deciding whether you should get a payment plan.

Be prepared to explain to the judge:

- Why you fell behind in rent
- How soon you could pay the back-rent
- What kind of payment plan might work
- Whether you have fallen behind before
- What kind of tenant you are
- How much hardship you and your household will suffer if you are evicted

The judge may ask about your income, bank accounts, and other facts about your life. The judge may order that you pay over 3 months, and may set a very strict schedule on when to make payments to the landlord.

The judge may also allow you to get financial help from a charity or a government agency that can give or lend you money to pay your landlord.

Call **2-1-1** (or **206-461-3610** for TTY) to ask about agencies in your area that give emergency help to cover rent as soon as possible.

You may have to bring a written offer of assistance from the agency to the court when you file your Motion asking for a payment plan.

### **If you can pay off the judgment in one lump sum, you may ask the judge to “reinstate your tenancy”:**

If you were evicted only because you owed back-rent, you may be able to “reinstate your tenancy” and stay in your home if you can pay back the landlord. See RCW 59.18.410(2).

First, you’ll have to quickly get all the money together to pay back the landlord. This will probably include back-rent, plus a late fee, plus court costs, plus some attorneys’ fees.

Second, you will have to file a formal request to the court, called a **“Motion to Reinstate.”** (See the sample form below).

Call **2-1-1** (or **206-461-3610** for TTY) to ask about agencies in your area that give emergency help to cover rent.

If you have all the money listed in the eviction judgment (rent + fees + court costs + attorneys’ fees), contact the landlord (or landlord’s lawyer) to let them know you want to pay to reinstate the lease and you plan to file a “Motion to Reinstate.”

After you pay the landlord (or if you offer all the money and the landlord refuses to accept it), you can file your Motion to Reinstate at the courthouse. Ask the court clerk how to schedule a hearing in front of a judge about your Motion.

If the judge approves your motion, the sheriff’s eviction order should be stopped and you should get to stay. You will then have to keep paying all your rent on time every month, or the landlord may try to evict you again.

Filing a Motion to Reinstate may be difficult. Try to get legal help as soon as possible (see contact information below).

### **If you were evicted over lease violations or for staying too long:**

If the landlord brought an eviction lawsuit because they claimed you were breaking the rules or because you stayed too long, you won’t have the option to “reinstate the lease” or ask for a payment plan as described above.

### **If you went to the hearing, but you want another hearing:**

Many times after an eviction hearing, tenants feel like they didn’t get time to explain their side of things or that they didn’t get a good chance to show all the evidence they brought with them. Often, these tenants would like to “appeal” the case and get another hearing in front of a new judge.

In Washington, it is possible to file a formal request (called a “motion”) asking for a new hearing. However, filing these kinds of motions risky and can be difficult without a lawyer. Not only that, filing these kinds of motions does not automatically stop the sheriff from coming back!

The deadline to file these motions is 10 days after the judgment in the first hearing.

If a judge decides that you brought these kinds of motions just to delay the eviction and you lose, you may end up owing more money to the landlord and the sheriff will come

back to evict you. Try to get legal help if you want to try to “appeal” and get a new eviction hearing.

### **If you did not go to the eviction hearing:**

Sometimes, the “Writ of Restitution” is the first notice that a tenant gets about an eviction lawsuit. If you didn’t know about the lawsuit and didn’t even get to go to an eviction hearing, you may be able to file a formal request to the court (called a “Motion to Stay and Vacate”).

The Motion to Stay and Vacate is best for people who have a very good reason why they did not go to the eviction hearing and also have a good defense to the eviction lawsuit. If you don’t have a good defense, it can be risky. You may end up owing more money to the landlord if you try to file a Motion to Stay and Vacate and lose again.

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- ❖ On [WashingtonLawHelp.org](http://WashingtonLawHelp.org), get free legal forms in our packet called [Vacating \(Canceling\) a Judgment and Staying \(Stopping\) Enforcement of a Writ after You Defaulted in your Unlawful Detainer \(Eviction\) Case](#).
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### **If you cannot go back to court, but just need more time to move:**

You can still negotiate with your landlord for more time to move, even after the sheriff has posted the Writ of Restitution. But usually, by the time the eviction suit has ended in this way, the landlord won’t want to negotiate anymore.

The “Writ of Restitution” will include a form you can fill out to formally ask your landlord to store your possessions if you do not have time to move them before the sheriff comes back. You have to give this form to your landlord within 3 days after the Writ is posted. However, the landlord is allowed to charge you money for storing your stuff. See [RCW 59.18.312](#).

If you want to know when the sheriff will come back to enforce the Writ of Restitution, you can call the sheriff’s department. Sometimes they will let you know if they’ve been scheduled to come out.

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- ❖ Washington’s state laws are called the **Revised Code of Washington (RCW)**. The most important laws affecting tenants are found in the **Residential Landlord-Tenant Act** (RCW 59.18) and in the **Unlawful Detainer** statutes ([RCW 59.12](#)).
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## Get Legal Help

**Outside King County:** Call the CLEAR Hotline at 1-888-201-1014 weekdays from 9:15 a.m. - 12:15 p.m.

**In King County:** Call 211 for referral to an appropriate legal services provider Monday through Friday from 8:00 am – 6:00 pm.

**Persons 60 and Over** may call CLEAR\*Sr at 1-888-387-7111 (statewide).

**Deaf, hard of hearing or speech impaired callers** can call CLEAR or 211 (or toll-free 1-877-211-9274) using a relay service of their choice.

Apply online with [CLEAR\\*Online](https://nwjustice.org/get-legal-help) - [nwjustice.org/get-legal-help](https://nwjustice.org/get-legal-help)

211 and CLEAR will provide a free interpreter.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Plaintiff  
(landlord)

v.

\_\_\_\_\_  
Defendant(s)  
(tenant)

Case No.: \_\_\_\_\_

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

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

I. Relief Requested

I ask the Court to reinstate my tenancy and allow me to continue living in my rental unit because  I paid \$\_\_\_\_\_ (amount of rent, late fees, court costs, and attorneys' fees owed) to my landlord or their attorney or to the court, OR

I offered to pay \$\_\_\_\_\_ to my landlord or their attorney and they did not accept it.

1 I also want the Court to

2  Issue an Order for Limited Dissemination under RCW 59.18.367

3  Quash any Writ of Restitution

4

II. Declaration

5

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

6

I offered to pay \$\_\_\_\_\_ on \_\_\_\_\_ (date) but my landlord or their

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attorney would not accept the payment. This amount was the total of any rent due, any

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court costs incurred at the time of payment, late fees (if such fees are due under the lease

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and do not exceed \$75.00 in total), and attorneys' fees if awarded.

10

I declare under penalty of perjury of the laws of the state of Washington that the

11

forgoing is true and correct.

Signed at (*city and state*): \_\_\_\_\_ Date: \_\_\_\_\_

12

▶ \_\_\_\_\_  
*Defendant signs here* *Print name*

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III. Evidence Relied Upon

14

This motion is based on Defendant's declaration above and the filings and pleadings in

15

this case.

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1 IV. Argument

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

4 Under the recently amended RCW 59.18.410(2), a tenant may reinstate the  
5 tenancy at any time up to 5 court days after a hearing. To reinstate, they must pay the  
6 rent owed, a late fee of up to \$75.00 (if provided for in the lease), any court costs incurred  
7 at the time of payment, and any attorneys' fees (if awarded under RCW 59.18.410(1) as  
8 provided in RCW 59.18.290). The relevant paragraph of RCW 59.18.410(2) states:

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

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

Under the recently amended RCW 59.12.030(3), a tenant is "liable for unlawful  
detainer" when "he or she continues in possession [...] after a default in the payment of  
rent", and after notice in writing requiring payment of the rent or surrender of the premises,  
and after "the period of fourteen days after service for tenancies under chapter 59.18  
RCW."

Thus, the tenant's liability for unlawful detainer after a default in the payment of  
rent begins just after the period of 14 days after service of a "Fourteen-Day Notice to Pay  
Rent or Vacate the Premises." This date would also be the first date available for the  
tenant to be restored to his or her tenancy under RCW 59.18.410(2), so long as the tenant

1 pays the amount of the rent due and any late fees (if such fees are due under the lease  
2 and do not exceed seventy-five dollars in total).

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

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

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

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

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

V. Conclusion

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

Signed at (*city and state*): \_\_\_\_\_ Date: \_\_\_\_\_

▶ \_\_\_\_\_  
*Defendant signs here* *Print name*

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Plaintiff  
(*landlord*)

v.

\_\_\_\_\_  
Defendant(s)  
(*tenant*)

Case No.: \_\_\_\_\_

MOTION TO STAY ENFORCEMENT OF  
WRIT OF RESTITUTION AND FOR  
PAYMENT PLAN UNDER RCW  
59.18.410(3)

Defendant moves the Court to stay the writ of restitution and order a payment  
plan under RCW 59.18.410(3):

I. Relief Requested

I ask the Court to stay enforcement of the writ of restitution and allow me to  
continue living in my rental unit under the fair and just terms of the payment plan below  
because there is good cause based on the evidence below.

I also want the Court to (check all that apply):

Order a fair and just payment plan according to these terms:

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Payment of total amount \_\_\_\_\_ . Consisting of

Rent due \_\_\_\_\_

Court costs \_\_\_\_\_

Late fee \_\_\_\_\_

Attorneys' fees \_\_\_\_\_

Other \_\_\_\_\_

Payment of total by date \_\_\_\_\_ .

First payment of \_\_\_\_\_ due \_\_\_\_\_ .

2nd payment of \_\_\_\_\_ due \_\_\_\_\_ .

3rd payment of \_\_\_\_\_ due \_\_\_\_\_ .

4th payment of \_\_\_\_\_ due \_\_\_\_\_ .

Additional payments:

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AND/OR

Stay enforcement of the writ of restitution as necessary (under RCW 59.18.410(3)(c)(iv)) to afford me an equal opportunity to comply with the terms of the payment plan by relying on an emergency rental assistance program. I am relying on an emergency rental assistance program provided by this government or nonprofit entity:

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1 AND/OR

2  Find that I am low-income, limited resourced, or experiencing hardship (under RCW  
3 59.18.410(3)(e)(i)) and am eligible for disbursement through the Landlord Mitigation  
4 Program established under RCW 43.31.605(1)(c).

4 II. Declaration

5 *(Check the factors that apply and write a description)*

6  (i) Any non-payment or late payment of rent was not willful or intentional because:

7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

10  (ii) Any non-payment or late payment of rent was caused by exigent circumstances  
11 outside my control and not likely to recur, specifically:

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15  (iii) I am currently able to pay timely according to the payment plan because:

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_

19  (iv) I had a positive and timely payment history up until recently, specifically:

20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_

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(v) I am in substantial compliance with my rental agreement, specifically:  
\_\_\_\_\_  
\_\_\_\_\_.

(vi) An eviction would cause me great hardship because:  
\_\_\_\_\_  
\_\_\_\_\_.

(vii) I have shown good conduct related to other notices served within the last 6 months, specifically:  
\_\_\_\_\_  
\_\_\_\_\_.


I am currently low-income, limited-resourced or experiencing hardship. Specifically:  
\_\_\_\_\_  
\_\_\_\_\_.

I am relying on an emergency rental assistance program provided by this government or nonprofit entity: \_\_\_\_\_.

I have attached an offer of proof of the emergency rental assistance from the government or nonprofit entity. (See attached document.)

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

3 Signed at (*city and state*): \_\_\_\_\_ Date: \_\_\_\_\_

4  \_\_\_\_\_  
*Defendant signs here*

\_\_\_\_\_ *Print name*

5  
6 III. Evidence Relied Upon

7 This motion is based on Defendant's declaration above and the filings and pleadings in  
8 this case, including documents attached to this motion.

9 IV. Argument

10 A tenant may move to stay the writ of restitution under RCW 59.18.410(3) at the  
show cause hearing or trial or at any time before execution of the writ.

11 Under the recently amended RCW 59.18.410(3)(a), "the court, at the time of the  
12 show cause hearing or trial, or upon subsequent motion of the tenant but before the  
13 execution of the writ of restitution, may stay the writ of restitution upon good cause and  
on such terms that the court deems fair and just for both parties."

14 Under RCW 59.18.410(3)(a), "the court shall consider evidence of the following  
15 factors" in making this decision: the tenant's willful or intentional default or intentional  
16 failure to pay rent; whether non-payment of the rent was caused by exigent  
17 circumstances that were beyond the tenant's control and that are not likely to recur; the  
tenant's ability to timely pay the judgment; the tenant's payment history; whether the



1 tenant is otherwise in substantial compliance with the rental agreement; hardship on the  
2 tenant if evicted; and conduct related to other notices served within the last six months.

3 Under RCW 59.18.410(3)(c)(iv), the court shall stay the writ as necessary to  
4 afford a tenant an equal opportunity to comply with the terms of a payment plan if a  
5 tenant is relying on an emergency rental program provided by a government or nonprofit  
6 entity and provides an offer of proof.

7 Under RCW 59.18.410(3)(e)(i), the court shall issue a finding as to whether the  
8 tenant is low-income, limited resourced, or experiencing hardship to determine if the  
9 parties may be eligible for disbursement through the landlord mitigation program  
10 account established within RCW 43.31.605(1)(c).

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V. Conclusion

For the reasons stated in this Motion, Defendant seeks an Order staying enforcement of the writ, restoring tenancy, and ordering a payment plan according to the terms above.

Signed at (*city and state*): \_\_\_\_\_ Date: \_\_\_\_\_

▶ \_\_\_\_\_  
*Defendant signs here* *Print name*