

1 MOTION #2  
(AKWEŁAP #2)

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5 **Notice: You must complete this form in English.**  
**(Kōjjeļā: Kwōnaaj aikuj in kanne peba in ilo kajin Bālle.)**

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7  
8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
9 IN AND FOR THE COUNTY OF \_\_\_\_\_  
(ILO JIKIN EKAJET EO EUTIEJTATA ILO BUKWŌN IN WASHINGTON  
10 ILO COUNTY EO REJ ŅAETAN \_\_\_\_\_)

11 \_\_\_\_\_  
12 Plaintiff  
(Plaintiff eo ak armej eo me ej bōklōñļok  
13 abņōņō eo an)  
(landlord)  
14 ((wōnar eo ak armej eo me an ṁōn rent eo))

15 v.  
(v.) ṅae

16 \_\_\_\_\_  
17 Defendant(s)  
(Defendant(s)) eo, ak armej eo me ewōr  
18 abņōņō kake.  
(tenant)  
19 ((tenant)) eo me ej rent

Case No.: \_\_\_\_\_  
(Keej nōṁba.:) \_\_\_\_\_

MOTION TO STAY ENFORCEMENT OF  
WRIT OF RESTITUTION AND FOR  
PAYMENT PLAN UNDER RCW  
59.18.410(3)  
(AKWEŁAP IN EJ BWE KIEN EO EN  
KŌṀṀMAN PEPE EKIJJIEŅ ARMEJ EO  
ME EAAR KŌṀṀMAN BŌD, BWE EN  
JINO AN KŌROŪLE ṀWEIUK KO EKAR  
BŌKI, IM BWE EN KŌJUTAK JUON  
PAYMENT PLAN, BWE EN KŌLLĀ  
ŌŅEAN ṀWEIUK KO EKAR BŌKI KOBA  
RENT EO E TU EKAR ŅAN KIEN EO  
RCW 59.18.410(3))

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23 MOTION TO STAY ENFORCEMENT OF WRIT OF  
RESTITUTION AND FOR PAYMENT PLAN UNDER  
RCW 59.18.410(3) – Page 1 of 12

(AKWEŁAP IN EJ BWE KIEN EO EN KŌṀṀMAN  
PEPE EKIJJIEŅ ARMEJ EO ME EAAR KŌṀṀMAN  
BŌD BWE EN JINO AN KŌROŪLE IŪK ṀWEIUK  
KO EKAR BŌKI, IM BWE EN KŌJUTAK JUON  
PAYMENT PLAN BWE EN JINO KŌLLĀ ŌŅEAN  
ṀWEIUK KO KOBA RENT EO AN, EKAR ŅAN  
KIEN EO RCW 59.18.410(3) – Peij 1 kab 12)

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

3 (Defendant eo ak armej eo me Plaintiff eo ej abñōñō kake ej kajjitōk bwe kien  
4 eo en kōmman pepe kake mweiuk ko koba payment plan eo, ekar ñan kien eo RCW  
5 59.18.410(3):)

6 I. Relief Requested

7 I. (Kajjitōk bwe kien eo en pepe kake)

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

11 (Ij kajjitōk bwe ri ekajet eo en kōbōjrak an kōmman pepe kake mweiuk ko, iumwin jidik  
12 wōt iien, im bwe en kōtlok bwe in wōnmaanlok wōt im kiki iko imōn rent eo aō, im bwe  
13 en jejjet payment plan eo, kōnke ij aikuj in pukōt juon kil eo emman ñan kōllā.)

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

15 (Barāinwōt ikōnan bwe ri ekajet eo en lale aolepen naan ko aō ije la! im (lale ñe  
16 ejejjet im jimwe):)

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

18  (En kōjutak juon eo payment plan me ekar im e bwe, me ej loore buñtōn ne kein:)

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

20  (Bwe in kōllā tarlep ak total in joñan eo ekar) \_\_\_\_\_.( Mōttan

21 men ko inaj kōllāiki ej)

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

- 1            (Rent eo) \_\_\_\_\_
- 2            Court costs \_\_\_\_\_
- 3            (Oņean keej in) \_\_\_\_\_
- 4            Late fee \_\_\_\_\_
- 5            (Bakkiiņ eo) \_\_\_\_\_
- 6            Attorneys' fees \_\_\_\_\_
- 7            (Oņean lōar ro) \_\_\_\_\_
- 8            Payment due under a deposit installment plan \_\_\_\_\_
- 9            (Joņan kōļļā eo me a likjab, ekar ñan tipojet eo ak
- 10          payment plan eo) \_\_\_\_\_
- 11           Other \_\_\_\_\_
- 12           (Men ko jet) \_\_\_\_\_
- 13           Payment of total by date \_\_\_\_\_.
- 14           (Ij aikuj in koļļā tarlepin kōļļā eo ilo
- 15          raan eo ij jeiki ije) \_\_\_\_\_.
- 16           First payment of \_\_\_\_\_ due \_\_\_\_\_.
- 17           (Kōļļā eo moxtata e tu ilo raan in) \_\_\_\_\_.
- 18           2nd payment of \_\_\_\_\_ due \_\_\_\_\_.
- 19           (Kōļļā eo kein ka ruo e tu ilo raan in) \_\_\_\_\_.
- 20           3rd payment of \_\_\_\_\_ due \_\_\_\_\_.
- 21           (Kōļļā eo kein ka jilu e tu ilo raan in) \_\_\_\_\_.
- 22           4th payment of \_\_\_\_\_ due \_\_\_\_\_.

23          MOTION TO STAY ENFORCEMENT OF WRIT OF  
 RESTITUTION AND FOR PAYMENT PLAN UNDER  
 RCW 59.18.410(3) – Page 3 of 12

(AKWEĻAP IN EJ BWE KIEN EO EN KŌMĻMAN  
 PEPE EKIJJEN ARMEJ EO ME EAAR KŌMĻMAN  
 BŌD BWE EN JINO AN KŌROŪLE IŪK MWEIUK  
 KO EKAR BŌKI, IM BWE EN KŌJUTAK JUON  
 PAYMENT PLAN BWE EN JINO KŌLLĀ OŅEAN  
 MWEIUK KO KOBA RENT EO AN, EKAR ÑAN  
 KIEN EO RCW 59.18.410(3) – Peij 3 kab 12)

1  (Kōllā eo kein ka emān e tu ilo raan in) \_\_\_\_\_.

2  Additional payments:

3  (Kōllā ko jet:)

4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
7  
8 AND/OR

9 (IM KAB)

10  Stay enforcement of the writ of restitution as necessary (under RCW

11 59.18.410(3)(c)(iv)) to afford me an equal opportunity to comply with the terms of the

12 payment plan by relying on an emergency rental assistance program. I am relying on

13 an emergency rental assistance program provided by this government or nonprofit

14 entity: \_\_\_\_\_

15  ( Ij kajjitōk bwe ri ekajet eo en kōbōjrak an kōmman pepe kake mweiuk ko, iumwin

16 jidik wōt iien RCW 59.18.410(3)(c)(iv)) bwe en letok iien ñan aō bōk eddo in kōllā ekar

17 ñan payment plan eo, im inaaj kajjitōk jipañ ippān jikin būrookraam in jipañ ro rej rent,

18 me rej ñaetan imōjenji rental ajijiten. Ij katmāne bwe būrookraam in jipañ ro rej rent,

19 me rej ñaetan imōjenji rental ajijiten, renaaj jipañ iō ilo aō kōllāiki rent eo aō, ekar ñan

20 kien eo ak jikin jipañ:)

1 AND/OR

2 (IM KAB)

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

6  (Ij tōmak bwe renaaj lo bwe ña ij low-income, ejabwe aō jāān, ak ewōr aō utaṃwe ilo  
7 kōtaan in (iuṃwin kien eo RCW 59.18.410(3)(e)(i)) im kōn men in, ekar bwe an  
8 būrookraaṃ in, etan in Landlord Mitigation Būrookraaṃ, jipañ iō kōllā muri ko aō ekar  
9 ñan kien eo RCW 43.31.605(1)(c).)

11 II. Declaration

12 II. (Kowaḷok in aō)

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

14 *((Jouj im lale aolepen naan ko ije laḷ im lale ñe ejejjēt im jiṃwe, im jouj im kakoba naan  
15 ko aṃ))*

16  (i) Any non-payment or late payment of rent or failure to make a payment on a  
17 deposit installment plan was not willful or intentional because:

18  ((i) Eḷaññe ekar ruṃwij kōllā eo ak rent eo ak eḷaññe ekar jaab tōprak aō kōllā ekar  
19 ñan payment plan eo, ejab kōnke iar kōṇaan bwe en ruṃwij ak lukkuun unin an ruṃwij  
20 kōllā eo ej kōnke:)

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\_\_\_\_\_.

(ii) Any non-payment or late payment of rent or failure to make a payment on a deposit installment plan was caused by exigent circumstances outside my control and not likely to recur, specifically:

((ii) Ełaññe ekar ruṃwıj kōllā eo ak rent eoak ełaññe ekar jaab tōprak aō kōllā ekar ñan paymentim unin an ruṃwıj kōllā eo ej kōnke ekar wōr juon utaṃwe ełap, bōtaab, eban bar wałok utaṃwe rōt in, ak eñin kar utaṃwe eo:)

\_\_\_\_\_.

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

((iii) Ilo kōtaan in, enaaj oon taiṃ kōllā ko aō, ekar ñan payment plan eo, kōnke:)

\_\_\_\_\_.

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

((iv) Jān jinoin aō rent ñan kiiō, ekar oon taiṃ aolep kōllā ko aō, im ej kab juon wōt kōttan an ruṃwıj aō kōllā rent eo, kōnke:)

\_\_\_\_\_.

1  (v) I am in substantial compliance with my rental agreement, specifically:  
2  ((v) Im ij lukkuun tiljek ilo aō loore kōkien in rent ko, eļaptata kōkien ko ekijjien:)

3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_.

6  (vi) An eviction would cause me great hardship because:  
7  ((vi) Eļañņe rej joļok ña jān imōn rent eo, enaaj lukkuun nana aō mour kōnke:)

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_.

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

13  ((vii) Ilo aolep jerbal ko aō, ilukkuun niknik im tiljek kōn aolep kain, jān 6 allōñ ko  
14 remootļok ñan kiiō, eļaptata ilo aō kōmman:)

15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_.

18  I am currently low-income, limited-resourced or experiencing hardship. Specifically:  
19  (Ña ij low-income, ejabwe aō jāān, ak ewōr aō utaņwe ilo kōtaan in. Eñin lukkuun  
20 utaņwe eo:)

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22 \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_.

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

(Ilo kōtaan in, ij bōk jipañ jāñ juon būrookraam in jipañ ñan ro rej rent, ekar ñan kien eo ak jikin jipañ: )\_\_\_\_\_.

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

(Iar bōktok juon peba in kaṃool bwe ij bōk jipañ jāñ būrookraam in ije. (Jouj im lale peba eo ije la!))

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

(Ij kaṃool bwe aolepen naan ko aō rejimwe im ejjelok bōd ak riab ie, ekar ñan kien ko ilo bukwōn in Washington.)

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

(Jaini etam (*jikin kweiḷok in kab bukwōn in*):) \_\_\_\_\_ (Raan eo, allōñ eo, iiō eo: ) \_\_\_\_\_

▶ \_\_\_\_\_  
*Defendant signs here*  
*(Defendant eo, ak armej eo me ewōr*  
*abṇṇṇṇṇ ṇae e, ej jaini etan ije)*

\_\_\_\_\_ *Print name*  
*(Im printi etan ije)*



1 III. Evidence Relied Upon

2 III. (Kein kaṃool ko)

3 This motion is based on Defendant’s declaration above and the filings and pleadings in  
4 this case, including documents attached to this motion.

5 (Akweḷap in ej pādpād ioon naan ko an Defendant eo itu lōñ kab owar ko an ekijien keej  
6 in.)

7  
8 IV. Argument

9 IV. (Naan in juṃae ko)

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

12 A. (Elaññe ri rent eo ekōnaan emakūt, emaroñ in emakūt ñan bar juon jikin jokwe,  
13 ñan ñe ededelok keej eo an, ekar ñan kien eo RCW 59.18.410(3).)

14 Under RCW 59.18.410(3)(a), “the court, at the time of the show cause hearing or  
15 trial, or upon subsequent motion of the tenant but before the execution of the writ of  
16 restitution, may stay the writ of restitution upon good cause and on such terms that the  
17 court deems fair and just for both parties.”

18 (Iuṃwin kien eo RCW 59.18.410(3)(a), “ri ekajet eo emaroñ in kōbōjrak an  
19 kōṃṃan pepe kake ṃweiuk ko, kab kōllā ko, iuṃwin jidik wōt iien, eḷaññe ej tōmak bwe  
20 ri rent eo enaaj kallimur bwe enaaj kapok kilen bwe en tōprak oṃean rent eo, im ñe  
21 eṃṃan ippān wōnar in jikin rent eo.”)

22 Under RCW 59.18.410(3)(a), “the court shall consider evidence of the following  
23 factors” in making this decision: the tenant’s willful or intentional default or intentional

1 failure to pay rent; whether non-payment of the rent was caused by exigent  
2 circumstances that were beyond the tenant’s control and that are not likely to recur; the  
3 tenant’s ability to timely pay the judgment; the tenant’s payment history; whether the  
4 tenant is otherwise in substantial compliance with the rental agreement; hardship on the  
5 tenant if evicted; and conduct related to other notices served within the last six months.

6 (luṃwin kien eo RCW 59.18.410(3)(a), “ilo an kōṃṃan pepe eo, ri ekajet eo enaaj  
7 lale” men kein ṃokta: eḷaññe ri rent eo ekar wōr utaṃwe ilo an kōḷḷā; ak eḷaññe unin an  
8 waḷok muri in kōnke ekar waḷok jerata eḷap, im ejab kōn bōd eo an ri rent eo; eḷaññe  
9 ekar lukkuun tiljek ri rent eo ilo an kar kōḷḷā rent ṃoktaḷok; eḷaññe ej lo bwe eṃool būruon  
10 ri rent eo, im jān kiiō im etal, enaaj oon taiṃ kōḷḷā ko an; eḷaññe ej kile bwe enaaj nana  
11 an ri rent eo pād eḷaññe wōnar in ṃweiō ej kiik awūt e; im eḷaññe ri ekajet eo ej lo bwe  
12 eṃṃan jermal ko an ri rent eo jān jiljino allōñ remootḷok ṃan kiiō.)

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

17 (luṃwin kien eo RCW 59.18.410(3)(c)(iv), ri ekajet eo emaroñ in kōbōjrak an  
18 kōṃṃan pepe kake ṃweiuk ko, kab kōḷḷā eo, bwe en wōr an ri rent ien bwe en kapok  
19 jāān ṃan oṃean rent eo, eḷaptata eḷaññe ej bōk jipañ jān būrookraaṃ in jipañ ro rej rent,  
20 me rej ṃaetan imōjenji rental ajijiten, im ri rent eo ej aikuj in kwaḷok peba in kaṃool bwe  
21 ej bōk jipañ jān būrookraaṃ rōt in.)

22 Under recently amended RCW 59.18.283, a tenant may move to stay a  
23 writ of execution if a tenant defaulted in payment owed under a deposit

1 installment plan. RCW 59.18.283 now includes the provision that “When, at the  
2 commencement of the tenancy, the landlord has provided an installment  
3 payment plan for nonrefundable fees or deposits for the security of the tenant's  
4 obligations and the tenant defaults in payment, the landlord may treat the default  
5 in payment as rent owing. Any rights the tenant and landlord have under this  
6 chapter with respect to rent owing equally apply under this subsection.” RCW  
59.18.283 (3).

7 (luṃwin kōkien eo RCW 59.18.283, juon ri rent emaroñ in kajjitōk bwe kien eo  
8 en ōbōjrak pepe eo ekijjien ṃweiuk ko, kab kōllā ko, eḷaññe eruṃwij an kōllā kōbōjrak  
9 payment plan eo. RCW 59.18.283 kōkien in ej kiiō ba bwe “Ilo tōre eo me ri rent eo  
10 ekar jino rent, wōnar in ṃōn rent eo ej aikuj in kapoji juon payment planim eḷaññe ekar  
11 likūt juon tipojet jinoin an kar rent, im epen meḷeḷein bwe wōnar eo enaaj likūt muri in  
12 āinwōt juon likjab me ri rent eo enaaj aikuj in kōpeḷḷoke. Aolepen rait kab maroñ ko an  
13 ri rent eo im wōnar eo rej ḷoore kōkien in im kōkien in ej kūtbuuj erro jimor.” RCW  
14 59.18.283 (3).)

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

19 (luṃwin RCW 59.18.410(3)(e)(i), ri ekajet eo emaroñ etale im lale eḷaññe ri rent  
20 eo ej low-income, ejabwe an jāān, ak ewōr an utaṃwe ilo kōtaan in, im kōn men in,  
21 enaaj bōprae an kōllāiki rent eo; innām, emaroñ kōṃṃan pepe kake ilo an kōjērbal  
22 būrookraṃ eo etan in landlord mitigation būrookraṃ ilo RCW 43.31.605(1)(c).)

1 A recently added provision to RCW 43.31.605, provides that unpaid  
2 judgments resulting from the tenant's failure to comply with an  
3 installmentpayment agreement are also eligible for reimbursement from the  
4 landlord mitigation program. See RCW 43.31.605 (1)(c).

4 (Emōj kōmadmōdi kōkien eo RCW 43.31.605, im ej ba bwe eļaññe ewōr  
5 bakkiñ an ri rent eo, ri ekajet eo emaroñ in joļoke bakkiñ eo ekar ñan bujen eo  
6 ippān būrookraam eo etan in landlord mitigation būrookraam. Lale kōkien eo  
7 RCW 43.31.605 (1)(c).)

8 V. Conclusion


9 V. (Āliktata)

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

13 (Ekar ñan aolepen meļeļe ko itu lōñ, Defendant eo ej kajjitōk bwe ri ekajet eo en  
14 kōrumwij an kōmman pepe kake mweiuk ko, koba ri rent eo en jaab kiik awūt, im ej  
15 kajjitōk bwe ren kōmman juon payment plan ekar ñan e.)

16  
17 Signed at (*city and state*): \_\_\_\_\_ Date: \_\_\_\_\_

18 (Jaini etam (*jikin kweiļok in kab bukwōn in*):) \_\_\_\_\_ (Raan eo rainin, allōñ eo,  
19 im iio eo: ) \_\_\_\_\_

20  \_\_\_\_\_  
21 *Defendant signs here* *Print name*  
22 (*Defendant eo, ak armej eo me ewōr* *(Im printi etan ije)*  
*abñōñō ñae e, ej jaini etan ije*)

1 ORDER #2 [Use this form if you asked for a plan to pay off the amount you owe within  
90 days of the writ]  
2 (PEPE EO #2 [Jouj im kōjērbal peba in ñan kein kaṃool bwe kwaar kōjejjēt juon  
payment plan jān kiiō ]ok ñan 90 raan jān kiiō])  
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8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
9 IN AND FOR THE COUNTY OF \_\_\_\_\_  
(ILO JIKIN EKAJET EO EUTIEJTATA ILO BUKWŌN IN WASHINGTON  
10 ILO COUNTY EO REJ ṄAETAN \_\_\_\_\_)

11 \_\_\_\_\_  
Plaintiff  
12 (Plaintiff eo ak armej eo me ej bōklōñ]ok  
abṅōṅō eo an)  
13 (*landlord*)  
(*wōnar eo ak armej eo me an ṃōn rent eo*)

14 v.  
15 (v.) ṅae

16 \_\_\_\_\_  
Defendant(s)  
17 (*tenant*)  
(Defendant(s) eo, ak armej eo me ewōr  
18 abṅōṅō kake.)  
(*tenant*) eo me ej rent

Case No.: \_\_\_\_\_  
(Kej nōṃba.:) \_\_\_\_\_

[PROPOSED] ORDER STAYING  
ENFORCEMENT OF WRIT OF  
RESTITUTION AND ESTABLISHING  
PAYMENT PLAN UNDER 59.18.410(3)  
FOR CONTINUATION OF TENANCY  
([AKWEḶAP EO IN] EJ BWE REN JAAB  
JOḶOK E JĀN IṂŌN RENT EO, IM BWE  
EN KŌJUTAK JUON AN PAYMENT  
PLAN EKAR ṄAN 59.18.410(3) IM BWE  
EN JAAB KIIK AWŪT JĀN IṂŌN RENT  
EO)

19  
20 Defendant(s) \_\_\_\_\_ has moved this Court for an  
21 order under RCW 59.18.402(3) staying a writ of restitution upon a showing of good  
22 cause and on such terms that this court deems fair and just for both parties.  
23

1 (Defendant(s) eo, etan in \_\_\_\_\_ emōj an akweļap  
2 ippān ri ekajet in ekar ñan RCW 59.18.402(3) bwe en kōbōjrak an kōmman pepe kake  
3 mweiuk ko, kab kōllā eo, eļaññe ej tōmak bwe ri rent eo ej kallimur bwe enaaj kapok  
4 oņean rent eo, im ñe emman ippān wōnar in jikin rent eo.”)

5 Additionally, Defendant(s)  has/have  has/have not moved this court to Stay  
6 enforcement of the writ of restitution as necessary (under RCW 59.18.410(3)(c)(iv)) to  
7 afford them an equal opportunity to comply with the terms of the payment plan by relying  
8 on an emergency rental assistance program.

9 (Koba, Defendant(s) eo  enaaj/ekar  enaaj/ejjañinakweļap ippān ri ekajet eo  
10 bwe en kōbōjrak an kōmman pepe (ekar ñan RCW 59.18.410(3)(c)(iv)) ilo kōtaan in  
11 bwe ri rent eo en kapok jipaņ jān landlord mitigation būrookraam eo.)

12  
13 Defendant(s)  has/have  has/have not proven they are relying on an  
14 emergency rental assistance program provided by this government or nonprofit entity:

15 \_\_\_\_\_  
16 (Defendant(s) eo  enaaj/ekar  enaaj/ejjañin kaṃool ñan ri ekajet eo bwe ej  
17 bōk jipaņ jān juon būrookraam in jipaņ ñan ro rej rent, ekar ñan kien eo ak jikin jipaņ:)

18 \_\_\_\_\_  
19 After making the findings above and after consideration of the evidence of the  
20 factors stated in RCW 59.18.410(3)(a), the Court finds that the tenant has shown good  
21 cause to stay the writ upon the fair and just terms below.

1 (Mōjin an ri ekajet eo etale im lale ekar ñan RCW 59.18.410(3)(a), ri ekajet eo ej  
2 lo bwe emool būruon ri rent eo, im enaaj loore kallimur eo an, im kōn men in, enaaj  
3 kōbōjrak an kōmman pepe kake mweiuk kab mōn rent eo ilo kōtaan in.)

4 It is now therefore ORDERED that:

5 (Kiiō, emōj kōmman PEPE eo bwe:)

6 1.  Defendant(s) shall pay a total amount of \_\_\_\_\_.

7 Consisting of

8 1.  (Defendant(s) eo enaaj kōllā tarrin) \_\_\_\_\_.(Oñean)

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

10  (Rent eo e tu) \_\_\_\_\_

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

12  (Oñean keej in) \_\_\_\_\_

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

14  (Bakkiiñ) \_\_\_\_\_

15  Oñean lōar ro \_\_\_\_\_

16  (Oñean attorney ro) \_\_\_\_\_

17  Payment due under a deposit installment plan \_\_\_\_\_

18  (Kōllā eo me e tu iumwin payment plan eo) \_\_\_\_\_

19  Other \_\_\_\_\_

20  (Men ko jet) \_\_\_\_\_

21  Defendant(s) shall pay the total within 90 days of this order, by

22 (date)\_\_\_\_\_.

1  (Defendant(s) eo ej aikuj in kōllā tarlepin rent in, im ewōr 90 raan jān kiiō  
2 bwe en kōllā (enaaj tu ilo raan in))\_\_\_\_\_.

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

4  (Kōllā eo kein kajuon eo tarrin \_\_\_\_\_ enaaj tu ilo)  
5 \_\_\_\_\_.

6 [if this order is entered before the 15<sup>th</sup> of the month, the first payment must be for one  
7 month's rent, and must be paid within five court days of the entry of this order. RCW  
8 59.18.410(3). If after the 15<sup>th</sup> of the month, then the following month's rental payment  
9 may be included in the total amount.]

10 (Elaññe pepe in ededeļok mokta jān 15<sup>raan</sup> in allōñ eo, kōllā eo kein kajuon enaaj tarrin  
11 oņean juon allōñ in rent, im ej aikuj in kōllā mokta jān an le lalem raan jān rainin, ak  
12 lalem raan jān raan eo im rekar kōmman pepe eo in. RCW 59.18.410(3). Elaññe ewaļok  
13 pepe in mōjin 15<sup>raan</sup> in allōñ eo, rent eo an allōñ in laļ eo emaroñ in koba ippān oņean  
14 rent eo.)

15  2nd payment of \_\_\_\_\_ due \_\_\_\_\_.

16  (Kōllā eo kein ka ruo eo tarrin \_\_\_\_\_ enaaj tu ilo) \_\_\_\_\_.

17  3rd payment of \_\_\_\_\_ due \_\_\_\_\_.

18  (Kōllā eo kein ka jilu eo tarrin \_\_\_\_\_ enaaj tu ilo) \_\_\_\_\_.

19  4th payment of \_\_\_\_\_ due \_\_\_\_\_.

20  (Kōllā eo kein ka emān eo tarrin \_\_\_\_\_ enaaj tu ilo) \_\_\_\_\_.

21  Additional payments/requirements:

22  (Elaññe ewōr bar jet ko kōllā:)



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2. Defendant(s) \_\_\_\_\_ are hereby reinstated to the tenancy at the address: \_\_\_\_\_.

2. (Defendant(s) eo, etan in \_\_\_\_\_ emaroñ in roḷ ñan iḡon rent eo an, im eñin address eo:) \_\_\_\_\_.

3. Any Writ of Restitution previously ordered in this action is hereby stayed. Either Plaintiff(s) or Defendant(s) may deliver an uncertified copy of this Order to the Sheriff for purposes of stopping the enforcement of any Writ of Restitution.

3. (Elaññe ekar wōr jabdewōt bar pepe ekijjien keej in, eḡōj kāñjeḷe. Plaintiff(s) eo ak Defendant(s) eo emaroñ in leḷok kape in peba in ñan ḡon bwilijmāñ eo elaññe ekōnan kōbōjrak an bwilijmāñ ro kajjioñ in joḷok e jān iḡon rent eo an.)

DATED: \_\_\_\_\_  
(Raan eo rainin, allōñ eo, iio eo:) \_\_\_\_\_

\_\_\_\_\_  
JUDGE/COURT COMMISSIONER  
\_\_\_\_\_  
(RI EKAJET EO/COURT COMMISSIONER)

PRESENTED BY:  
(JĀN ARMEJ EO ETAN IN:)  
\_\_\_\_\_

APPROVED BY:  
(EO EAAR KŌMĀLIM PEPE IN:)  
\_\_\_\_\_  
Defendant(s)  
(Defendant(s) eo, ak armej eo me ewōr abḡōḡo kake.)

1 ORDER #3 [Use this form if you are asking the court to find you eligible for assistance  
to pay off your judgment and reinstate your tenancy.]  
2 (PEPE EO #3 [Kwōn kōjērbal peba in ñan kwaḷok ñan ri ekajet eo eḷaññe kwōj aikuj bwe  
ren jipañ eōk kapok oñean rent im kapok jipañ ilo aṃ pād ilo iṃōn rent eo aṃ.]  
3  
4  
5  
6  
7

8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
9 IN AND FOR THE COUNTY OF \_\_\_\_\_  
(ILO JIKIN EKAJET EO EUTIEJTATA ILO BUKWŌN IN WASHINGTON  
10 ILO COUNTY EO REJ ṄAETAN \_\_\_\_\_)

11 \_\_\_\_\_  
Plaintiff  
(Plaintiff eo ak armej eo me ej bōklōñḷok  
12 abṇōṇō eo an)  
(landlord)  
13 ((wōnar eo ak armej eo me an ṃōn rent eo))

14 v.  
(v.) ṇae

15 \_\_\_\_\_  
Defendant(s)  
16 ((Defendant(s)) eo, ak armej eo me ewōr  
17 abṇōṇō kake.)  
(tenant)  
18 ((tenant)) eo me ej rent  
19

Case No.: \_\_\_\_\_  
(Kej nōṃba.:) \_\_\_\_\_

[PROPOSED] ORDER STAYING  
ENFORCEMENT OF WRIT OF  
RESTITUTION AND ESTABLISHING  
ELIGIBILITY FOR TENANCY  
PRESERVATION PROGRAM UNDER  
59.18.410(3)  
([PEPE EO IN] BWE EN JAAB WŌR  
KAJE ṄĀN EO EJ RENT IM BWE  
EMAROÑ IN RŌQL IM KIKI ILO ṀŌN  
RENT EO AN.  
IUMWIN KŌKIEN EO ETAN IN  
59.18.410(3))

20  
21 Defendant(s) \_\_\_\_\_ has moved this Court for an order  
22 under RCW 59.18.402(3) staying a writ of restitution upon a showing of good cause  
23 and on such terms that this court deems fair and just for both parties.

1 (Defendant(s) eo, etan in \_\_\_\_\_ eaar akweḷap ekijjen  
2 kōkien eo RCW 59.18.402(3) jim ba bwe enaaj kallimur bwe enaaj kapok oḷean rent  
3 eo, ñe emḡan ippān wōnar in jikin rent eo.)

4 Additionally, Defendant(s)  has/have  has/have not moved this court to  
5 Stay enforcement of the writ of restitution as necessary (under RCW  
6 59.18.410(3)(c)(iv)) to afford them an equal opportunity to comply with the terms of the  
7 payment plan by relying on an emergency rental assistance program.

8 (Koba, Defendant(s) eo  enaaj/ekar  enaaj/ejjañinakweḷap ippān ri ekajet eo  
9 bwe en kōbōjrak an kōḡḡan pepe (ekar ñan RCW 59.18.410(3)(c)(iv)) ilo kōtaan in  
10 bwe ri rent eo en kapok jipañ jān landlord mitigation būrookraam eo.)

11 Defendant(s)  has/have  has/have not proven they are relying on an  
12 emergency rental assistance program provided by this government or nonprofit entity:

13 \_\_\_\_\_  
14 (Defendant(s) eo  ej/eaar  enaaj/ejañin kaḡool ñan ri ekajet eo bwe ej  
15 bōk jipañ jān juon būrookraam in jipañ ñan ro rej rent, ekar ñan kien eo ak jikin jipañ:)

16 \_\_\_\_\_  
17 Finally, Defendant(s) have moved this court to find that they are low-income,  
18 limited resourced, or experiencing hardship (under RCW 59.18.410(3)(e)(i)) and are  
19 eligible for disbursement through the Landlord Mitigation Program established under  
20 RCW 43.31.605(1)(c) to satisfy the judgment owed to Plaintiff and reinstate the  
21 tenancy.

22 (Āliktata, Defendant(s) eo ej low-income, ejabwe an jāān, ak ewōr an utamwe  
23 ilo kōtaan in, im kōn men in, enaaj bōprae an kōḷḷāiki rent eo (iuḡwin RCW

1 59.18.410(3)(e)(i)); innām, emaroñ kōmman pepe kake ilo an kōjērbal būrookraam eo  
2 etan in Landlord Mitigation Būrookraam ilo RCW 43.31.605(1)(c) bwe en maroñ in  
3 kōlḷā ñan ippān Plaintiff eo bwe en jaab kiik awūt jān imōn rent eo.)

4 The Court finds that the Defendant(s)  is/are  is not/are not low-income,  
5 limited resourced, or experiencing hardship (under RCW 59.18.410(3)(e)(i)) and   
6 is/are  is not/are not eligible for disbursement through the Landlord Mitigation  
7 Program established under RCW 43.31.605(1)(c).

8 (Ri Ekajet eo ej kile bwe Defendant(s) eo  ej/enaaj  eaar jaab/ejab low-  
9 income, ejabwe an jāān, ak ewōr an utaḡwe ilo kōtaan in (iumwin kien eo RCW  
10 59.18.410(3)(e)(i)) im  ej/enaaj  eaar jaab/ejab maroñ in bōk jipañ jān Landlord  
11 Mitigation Būrookraam eḡoj kajutake iumwin kien eo RCW 43.31.605(1)(c).)

12 IT IS HEREBY ORDERED that:

13 (Kiiō, eḡoj kōmman PEPE eo bwe:)

- 14 1. Enforcement of the Plaintiff's Judgment entered on \_\_\_\_\_ is  
15 stayed pending satisfaction of the Judgment by the Department of Commerce's  
16 TPP;
- 17 1. (Ilo kōtaan in, eban wōnmaanḷok kōḡaan eo an Plaintiff eo, ak wōnar eo, etan in  
18 \_\_\_\_\_ im enaaj kōttar wōt alikar eo jān ippān Department of  
19 Commerce's TPP;)
- 20 2. The Order for Writ of Restitution issued on \_\_\_\_\_ in favor of the  
21 Plaintiff is hereby STAYED; Plaintiff or Defendant may present an uncertified  
22 copy of this Order to the Sheriff to stay any eviction;
- 23 2. (Pepe eo ekijjien an ri rent eo tūḡ jān imōn rent eo ilo kar raan eo  
\_\_\_\_\_ jān ippān Plaintiff eo eḡoj kōbōjrak e; ri rent eo eban kiik  
awūt. Plaintiff eo kab Defendant eo remaroñ in leḷok kape in peba in ñan ḡōn

1 bwilijmāān eo eļāññe rekōnan kōbōjrak an bwilijmāān ro kajjioñ in joļok ri rent  
2 eo jān imōn rent eo an.)

3 3. The Clerk of the Court is hereby directed without further order of this court to  
4 remit any future payments made by the Defendant(s) in order to reimburse the  
5 Department of Commerce pursuant to RCW 43.31.605(1)(c)(iii);

6 3. (Ri jeje eo an mōn ekajet in, ak Clerk of Court eo enaaj bōk eddo in aolep kōļļā  
7 ko rej itok jān ippān ri rent eo, ak Defendant eo bwe en peļļok muri eo an ippān  
8 Department of Commerce ekar ñan RCW 43.31.605(1)(c)(iii);)

9 4. If the Department of Commerce fails to pay the Plaintiff its full Judgment  
10 amount within thirty days of the date the TPP application is submitted to the  
11 Department of Commerce, or the tenant fails to pay ongoing rental obligations  
12 as they come due, then the Plaintiff may renew an application for Writ of  
13 Restitution pursuant to RCW 59.18.410 (3)(e)(iii) and for other rent owed by the  
14 Defendant since the time of entry of the prior Judgment, and for an order  
15 extending the Writ up to an additional twenty days from the date of obtaining  
16 such an order.

17 4. (Eļāññe Department of Commerce eo elikjab ilo an kōļļā rent eo ñan ippān  
18 Plaintiff eo mōkta jān an le jilñuul raan jān raan eo me ekar dedeļok appellejejan  
19 eo an TPP ippān Department of Commerce eo, ak eļāññe ri rent eo elikjab ilo  
20 an kōļļā rent eo an jān kiiō im etal, innām Plaintiff eo ak wōnar eo emaroñ in bar  
21 bōklōñļok abōñōņo eo an ñan ippān ri ekajet eo ekar ñan RCW 59.18.410  
22 (3)(e)(iii) bwe Defendant eo ej aikuj in kōļļā rent eo an, innām kiiō, wōnar eo  
23 emaroñ in kōaitokļok abñōņo eo an ñan roñoul raan ālikin an bōklōñļok  
abōñōņo eo ñan ippān ri ekajet eo.)

5.  If requested, and this box is checked, additional rent or payment due under a  
deposit installment plan that comes due after entry of the judgment and before  
entry of this order may be added to the judgment submitted to Commerce. The

following amount of additional rent due or payment owed under a deposit

ORDER STAYING ENFORCEMENT OF WRIT OF  
RESTITUTION AND ESTABLISHING ELIGIBILITY  
FOR TENANCY PRESERVATION PROGRAM  
UNDER 59.18.410(3) – Page 4 of 5

(PEPE EO EKIJJEN ARMEJ EO ME EAAR  
KŌMMAN BŌD BWE EN JINO AN KŌRŌŌLE  
MWEIUK KO EKAR BŌKI KŌBA ENAAJ DEĻŌÑ  
ILO JUON BŪROOKRAAM ME IN JIPAN RI RENT  
BWE EN JAAB KIIK AWŪT JĀN MWEIŌ IMŌN  
EKAR ÑAN KIEN EO 59.18.410(3) – Page 4 jān 5)

1 installation plan is \$\_\_\_\_\_ for the following  
2 months:\_\_\_\_\_.

3 5.  (Eļañņe ewōr bwe in kar rent eo, ak tipojet ak kōļļā eo e tu mōjin keej in, im  
4 mōktā jān abņōņō eo, emaroņ koba ñan oņean kōļļā eo ippān Commerce eo.  
5 Eñin ej joņan bwe in rent eo ak kōļļā eo me e tu kiiō, tarrin \$\_\_\_\_\_ im ej  
6 kūtbuuj allōņ ko ije:\_\_\_\_\_.)

7 6. If the Department of Commerce satisfied the Plaintiff's Judgment, and the  
8 Defendant has made the payments set forth in paragraph 3 above the tenancy  
9 which is the subject of this action shall be restored. The Plaintiff shall file a  
10 Satisfaction of Judgment with the Clerk of the Court within thirty days of receipt  
11 of the payment.

12 6. (Eļañņe Department of Commerce eo eņōnōnō kake pepe eo an Plaintiff eo, im  
13 eļañņe Defendant eo ej errā ippān im kōļļāiki payment ko ekkar ñan paragraf eo  
14 kein ka jilu, ak jeje ko, ijo lōņ enaaj bar rōļ ñan iņōn rent eo an. Plaintiff eo  
15 enaaj kaņadņōdi peba eo rej ņaetan Satisfaction of Judgment, ippān ri jeje eo  
16 ak Clerk of Court eo jilņuul raan mōjin an bōk kōļļā eo kein ka juon.)

17 DATED: \_\_\_\_\_

\_\_\_\_\_  
JUDGE/COURT COMMISSIONER

18 (Raan eo rainin, allōņ eo, iiō eo:) \_\_\_\_\_

\_\_\_\_\_  
(RI EKAJET EO/COURT COMMISSIONER)

19 PRESENTED BY:  
(JĀN ARMEJ EO ETAN IN:)

APPROVED BY:  
(EO EAAR KŌMĀLIM PEPE IN:)

20 \_\_\_\_\_  
21 Defendant  
(Defendant eo)

\_\_\_\_\_  
Plaintiff  
(Plaintiff eo)