



Coronavirus (COVID-19): There are only a few reasons your landlord can evict you right now

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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.
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Most residential tenants in Washington state are protected from eviction through at least March 31, 2021, unless a tenant is causing a significant and immediate risk to health, safety, or property and/or engaging in criminal activity on the rental property. This broad protection is because of both state and federal eviction moratoria in place right now. Combined, these moratoria mean that there are very few circumstances under which your landlord can evict you, until the moratoria expire.

The Washington state moratorium was put in place by the governor until March 31, 2021. The federal moratorium was put in place by the Centers for Disease Control (CDC) until March 31, 2021.

I am a tenant in Washington. Am I eligible for these eviction protections?

Probably. To qualify, you must be a residential tenant living in Washington and not causing an immediate and substantial risk to health, safety, or property. One example of such a threat is if you are doing something that could cause a fire and refusing to fix it. Having COVID-19 does not qualify as a substantial risk.

If you are causing immediate and substantial risk to health, safety, or property and/or engaging in criminal activity on the rental property, your landlord may start the legal process to evict you, called an “**unlawful detainer**” action. In this situation, your landlord must attach to a Notice to Vacate and a written sworn statement

("affidavit") that this notice/action is "necessary to respond to a significant and immediate risk to the health, safety, or property of others created by" you. Otherwise, your landlord cannot start any eviction actions against you.

If you do not meet certain financial requirements, your landlord may start the process to evict you if your landlord plans to sell the property or move into the property. In this situation, your landlord must give you a 60-day written notice and a written statement ("affidavit") swearing under penalty of perjury that your landlord is selling or moving into the property. Your landlord must be the one who intends to move into the property. The notice cannot be for a family member or friend to move into the property. And the notice must be in the form of a sworn statement signed under penalty of perjury by your landlord.

What is my landlord prohibited from doing?

While the eviction moratoria are in place your landlord cannot do the following:

- **Give you a notice to pay or vacate** if you could not pay the rent during the time the moratoria are in place. If you get this kind of notice from your landlord, fill out Form A below, give it to your landlord, and keep a copy for yourself.
- **Give you a 20-day notice to vacate** because you are on a month-to-month lease. If you get this kind of notice from your landlord, fill out Form B below, give it to your landlord, and keep a copy for yourself.
- **Deliver to ("serve") you any court papers or try to get a court order against you to get you to move.**
- **Try to force you to move** even if you had previously agreed to move out.
- **Force you to move to a smaller rental** if you cannot pay the rent where you are living right now.
- **Raise the rent or increase your deposit** between now and March 31, 2020, although if your lease has an automatic rent increase already written in it this may not apply until after the moratoria end.
- **Charge late fees** for any rent payment you made late or could not pay from February 29, 2020 to the date the state moratorium ends.

- **Report** a debt for rent on your credit.

❖ **You are still responsible to pay your rent.** These “eviction moratoria” just pause the court process. If you can pay the rent, or part of it, pay it!

Can my landlord make me leave because my landlord wants to sell the property or move into the property?

Although the state moratorium allows your landlord to start the eviction process if your landlord serves you a written 60-day notice of an intent to sell the property or to move into the property (and the affidavit mentioned above), the federal moratorium may prohibit it. The law is not entirely clear, but you must meet requirements, including being behind in rent, to be covered by the federal moratorium. If you get this kind of notice from your landlord, read the statement “Declaration” in Form D below. If all of that is true, sign it, and give it to your landlord. Don’t forget to make a copy for your records. And, speak with a lawyer right away. See “Get Legal Help” below.

What must my landlord actually do if I’m behind in rent?

If you cannot pay the rent, **your landlord must offer you a reasonable payment plan.** This plan has to be based on your own circumstances. The same payment plan for all the tenants in your entire building doesn’t count. You can use Form C below to propose a payment plan that works for you.

If your landlord does not offer you any payment plan or does not accept a plan you offer, you should make sure to document any communication regarding your attempts to enter a payment plan.

If you miss a payment, your landlord should not give you a 10-day notice. Your landlord cannot take any action against you until after the moratoria end. Since your landlord can take action after the moratoria end, it is important that any payment plan you accept is one that is doable for you. For example, if you have no income, a plan would need to have payments start when you get your job back or start getting unemployment checks.

For more about rental payment assistance, see: [Coronavirus \(COVID-19\): Should I enter into a rent repayment plan with my landlord?](#)

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- ❖ If your 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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Do I need to do anything to get these protections?

Mostly no. These protections are in place without you having to do anything.

One exception is if you receive a 60-day notice to vacate because your landlord wants to sell the property or wants to move in. In this case, fill out the “declaration” Form D below required under the federal moratorium and give it to your landlord right away. That declaration is called, “CDC Eviction Moratorium Declaration.” It has the exact language you need to swear to under penalty of perjury. Do not change its language unless a lawyer tells you to.

Also speak with a lawyer right away, letting them know that your landlord is trying to evict you. See “Get Legal Help” below.

Can the sheriff still put me out?

Law enforcement (the sheriff) may not enforce (carry out) court eviction orders unless the order says that it is because you caused a significant and immediate health, safety, or property risk or your landlord intends to sell the property or move into the property and you do not meet the requirements of the CDC Order described in Form D below. Your county court may have added other requirements.

I own the mobile home I live in. I rent the lot. Do these eviction moratoria apply to me?

Yes!

What if my living arrangement is different than a typical housing rental situation?

The state moratorium covers anyone who lives at property they do not own. You must have lived in this place for more than 14 days for the moratorium to apply. Here are some examples. 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.
- You are renting a room from a roommate.
- You live at a commercial property as a caregiver or security.

The moratorium does not apply to you if you are living in an emergency shelter that is conditioned on participation in supportive services.

The state moratorium also does not apply if your name is not on the rental agreement and you stay after the tenants on the rental agreement have left **unless** your landlord knew you were living there.

I live in public housing or other type of government housing. Am I protected from eviction?

Yes. These protections still apply to you.

I rent on tribal land. Am I protected from eviction?

If you live in tribal housing, the federal moratorium likely applies to you. If you live on privately owned land not held in trust on an Indian reservation (“fee land”), both the state and tribal moratoriums may apply. If your landlord threatens you with eviction, read the “declaration,” Form D below. If everything in that statement is true, sign it, and give it to your landlord. And right away, get legal help. See below for how to apply.

What if I could not live in or move into the place due to COVID-19?

A landlord may not charge you rent for a place you could not live in due to COVID-19. For example, if you had to move out of your dorm because your school closed or your property is condemned because of COVID, you should not be billed for the time you could not live at the property.

I rent a storefront or other commercial space. Do I have any protections?

If COVID-19 has greatly affected you or your business, a landlord may not raise or threaten to raise your rent, unless the rental increases were included in a lease signed before February 29, 2020.

We have a sample letter below, Form A, which you can use, depending on your situation.

Are there other eviction protections for residential tenants?

Maybe. It depends on where you live. Some cities in Washington have other eviction protections for tenants. If you live in any of these cities below, read the information that applies to you:

- [Renting in Seattle](#)
- [Coronavirus \(COVID-19\): Residential tenants in Olympia who cannot pay rent temporarily protected from eviction](#)

My landlord is trying to evict me anyway.

Get legal help right away. Call:

- **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 2-1-1 for referral to a legal services provider weekdays from 8:00 am – 6:00 pm.
- **Apply online with [CLEAR*Online](https://nwjustice.org/get-legal-help) - nwjustice.org/get-legal-help**



Washington
LawHelp

www.WashingtonLawHelp.org

- **Persons 60 and Over** can 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 your choice.

CLEAR and 211 will provide free interpreters.

You also can 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.

What else can I read?

- [Coronavirus \(COVID-19\): Should I enter into a rent repayment plan with my landlord?](#)
- [If you are a renter who has or might have Coronavirus \(COVID-19\)](#)

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Form A: 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, 20-19.2, 20-19.4, and 20-19.5, and must be rescinded. That proclamation ordered a moratorium on evictions for non-payment of rent. The moratorium lasts until March 31, 2021 and forbids you from serving pay or vacate notices during that time. Please immediately rescind this notice.

Sincerely,

Tenant Signature

Date signed

Form B: 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, 20-19.2, 20-19.4, , and 20-19.5. Those proclamations ordered a moratorium on no-cause evictions that ends March 31, 2021. 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

Form C: 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

Form D: You can use this if you receive a 60-Day Notice to Vacate because your landlord wants to sell or move into the property.

**Declaration Under Penalty of Perjury for the Centers for Disease Control and Prevention's
Temporary Halt in Evictions to Prevent Further Spread of COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through March 31, 2021. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a

housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.

- I further understand that at the end of this temporary halt on evictions on March 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant _____ Date _____