

## 2020 Legislative Update

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### SB 6378 Tenant Protections After Non-Payment of Rent

This bill clarifies that a landlord is required to accept full payment from the tenant at any time until five days after a judgment is entered. During the notice period, full payment means the amount in the notice. After the notice period, full payment means late fees up to \$75.00, all “court costs” incurred by the landlord, and any attorney’s fees awarded by the court. Court costs include process service, court filing and clerk’s fees, and the sheriff’s fee. Attorney’s fees are what your attorney charges for his or her time and can only be awarded in an eviction if the tenant appears at a show cause hearing.

**Form of Pay or Vacate**  
The mandatory form of pay or vacate notice has been again in 2020 to list private resources a tenant can contact for legal defense.

If a government or non-profit entity pledges to pay the full amount due any time from the day the pay or vacate notice is issued until 5 days after a judgment is entered, the landlord must accept this pledge. The pledge cannot include any conditions other than requiring that the landlord provide necessary payment documents (e.g. a W-9). The landlord must “suspend” any unlawful detainer action for seven days to allow time for payment of the assistance.



### SB 2535 Limitations on Late Fees

All landlords must afford tenants a grace period of at least five days between when the rent is due and when late fees accrue. If late fees accrue, they may be calculated from the day after rent is due.

A landlord must honor any written request by a tenant whose “primary source of income” is governmental assistance to have their due date for rent due date delayed up to five days so that their rent is not due until after their assistance is paid.

### HB 1694 Move-In Fee Payment Plans

On written request, a landlord must permit a tenant to pay his or her deposit(s), nonrefundable fees, and last month’s rent in installments unless the sum of those amounts is less than 25% of one month’s rent. The payments are divided in half if the rental agreement is for less than three months and into thirds if the rental agreement is three months or more. Each equal payment is due at the beginning of term and each month thereafter until paid in full. A landlord may not charge a fee or interest for this payment plan.

Any holding fee is excluded from this payment plan but holding fees are limited to 25% of one month’s rent.

Several minor changes and technical corrections are not addressed by this Legislative Update. This is a summary only, not a substitute for individual advice from an attorney.

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last updated: 3/16/2022