Defending Against an Eviction Lawsuit in Clark County

This Packet is for informational purposes only. It is not legal advice. If you do not understand this information, contact an attorney. Nothing in this packet is intended to guarantee or promise an outcome in your particular case

BEFORE USING THIS PACKET

Check if you qualify for a free defense attorney for your eviction case before using this packet.

If you have not checked if you are eligible for a free attorney, you can do that in 3 ways:

- Contact the Eviction Defense Screening Line at 1-855-657-8387, or https://nwjustice.org/eviction-help before your hearing, OR
- Call the Clark County Volunteer Lawyers Program at 1-360-356-7872.
    - If no one is available to take your call, it is important to leave a voicemail indicating you are looking for help with an eviction filed against you. It should include your phone number and any approaching deadlines indicated on the paperwork.
- Attend your hearing in person or on Zoom and ask to be screened for a lawyer,

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About This Packet:

This packet is intended for tenants facing an eviction lawsuit (an unlawful detainer action) without an attorney in Clark County, Washington. We hope this packet will help you evaluate your options in responding to the lawsuit, prepare defenses, and limit the harm that comes along with an eviction proceeding. Some of the contents here may be helpful in other counties in Washington, but local procedures, court practices, and operations of the Sheriff's office may differ in significant ways.

Low income tenants or those receiving certain government benefits may qualify for a free attorney to defend their case. If you have not checked your eligibility, please do so. See information about options for screening in Part 1 under the heading "How to Attend."

This packet is written with a focus on process and defenses for evictions covered by the Residential Landlord Tenant Act (RLTA). This law covers most rentals in Clark County and applies to traditional apartment or housing rentals. **This packet is not intended for rentals under the Mobile Home Landlord Tenant Act (MHLTA).** The MHLTA covers you if you rent a space in a mobile home or RV park for a mobile home or RV that you own as a permanent residence. While much of the process is the same, the required causes and notices for termination of a tenancy are different and there are other changes that may impact your rights in court**.**

If your rental falls under the MHLTA, we recommend you research your rights at: https://www.washingtonlawhelp.org/tenants-rights-manufactured-mobile-home-landlord-tenant-act. It is **extremely important** to review the steps you need to take to ensure you can sell your home if you are evicted and cannot physically remove it from the park. Please read (3) of RCW 59.20.080: https://app.leg.wa.gov/rcw/default.aspx?cite=59.20&full=true.

Forms:

Along with information about the process of an eviction lawsuit and potential defenses. This packet includes a number of forms and templates you can use for your court filings, found starting on **page 71**. Feel free to use and modify these forms.

Court Info and Other Resources:

You may need to visit or contact the Court and several related offices as part of your lawsuit. Here is the contact information and websites you may need to know about:

- To look up case information online:
    - https://odysseyportal.courts.wa.gov/ODYPORTAL/Home/Dashboard/29

- Clark County Clerk's Office
    - Main floor of the courthouse. To the right if entering from the front. Up one floor and to the left if entering from the back.
    - https://clark.wa.gov/clerk
    - 564-397-2292
- Clark County Sheriff's Office: Civil Division
    - 707 West 13th St., Vancouver, WA 98660
        - Behind the courthouse. From the courthouse go down to the bottom floor and turn left, following Exit signs down the hallway. The Sheriff's office is the building across the covered walkway. Civil matters are handled downstairs.
    - 564-397-2225
- Clark County Superior Court Administration
    - 1200 Franklin St, Vancouver, WA 98660
    - https://clark.wa.gov/superior-court
    - Court Administration is on the 4th floor
        - 564-397-2150

The Authors:

The packet was drafted by the Clark County Volunteer Lawyers Program (CCVLP) for the Clark County Law Library through a grant provided by the National Center for State Courts. We are a non-profit legal services organization providing 100% free legal services and advice clinics to low-income tenants in the local community. CCVLP has programs for housing, domestic violence survivor support, and other areas of the law.

If you would like to get involved or screen for eligibility for a housing advice clinic appointment, please contact us:

- Main Office: 1104 Main Street, Suite 1 Vancouver, WA 98660
- https://ccvlp.org/
- 360-695-5313 (General Line)
- 360-334-4007 (Housing Advice Clinics)

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Part 1: Basic Case Information

When a landlord wants to evict a tenant, they will start a lawsuit called an **Unlawful Detainer Action** (or simply a “UDA”). It is very important to read and understand the court paperwork when you receive it. This section will identify the basic paperwork for the lawsuit (called “pleadings”) and point out some of the most important information you need to be aware of.

The Basic Pleadings

Every lawsuit starts with two documents, the Summons and the Complaint.

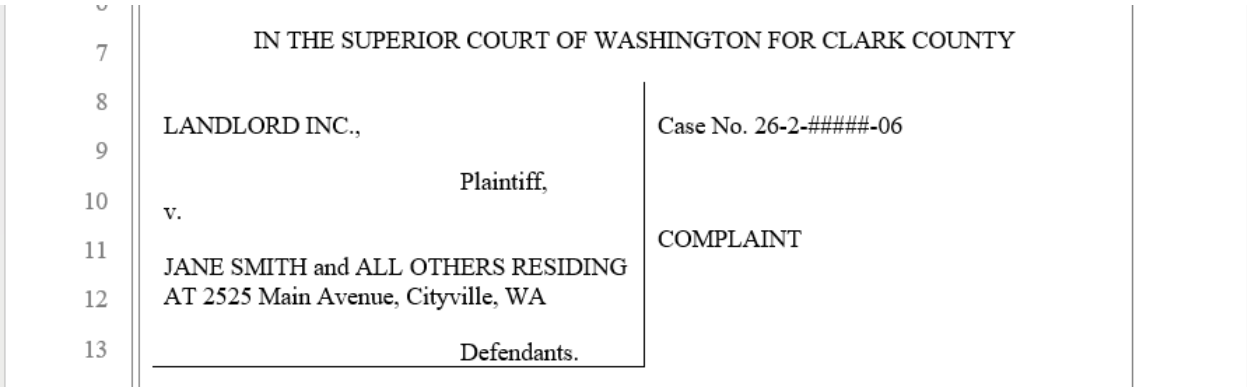
- The **Summons** informs you that a lawsuit has been filed against you and gives you a deadline to respond.
- The **Complaint** tells you the details of the claims the landlord is making against you.

Most eviction lawsuits also include a pleading called an **Order to Show Cause** that sets the date for your first hearing.

Each of these documents begins with a section at the top of the first page that identifies the case and the type of pleading. This is called a **caption.**

The “Caption”

Every pleading starts with a “caption” at the top of the first page that identifies the person or company filing the lawsuit (**the plaintiff**), the person defending the lawsuit (**the defendant**), the **case number**, and the type of pleading. Here is an example of a caption from a Summons:



IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

LANDLORD INC., Plaintiff, v. JANE SMITH and ALL OTHERS RESIDING AT 2525 Main Avenue, Cityville, WA Defendants.	Case No. 26-2-#####-06 COMPLAINT

On the left side you can see the landlord, Landlord Inc, listed as the plaintiff and the Tenant, Jane Smith, listed as the defendant. This caption also shows that anybody else living at the listed address is also a person subject to the lawsuit (a "**party**" to the suit).

The case number is on the right side of the caption, just above the section where the type of pleading is listed.

The parties and the case number will generally stay the same throughout the entire case and will be included on every pleading. Remember this so you can copy this information onto anything you file with the court.

Response Deadline

The first thing to look for when you receive paperwork for a lawsuit is the response deadline in the Summons. If you do not file a response by this deadline and deliver it to the landlord or their attorney, you can lose your case automatically (called a "default"). Instructions on how to respond are found in Part 2 of this packet.

Here is an excerpt from a Summons showing the response deadline:

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

LANDLORD INC., Plaintiff, v. JANE SMITH and ALL OTHERS RESIDING AT 2525 Main Avenue, Cityville, WA Defendants.	Case No. 26-2-#####-06 EVICTION SUMMONS (Residential)

THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

YOUR **WRITTEN** RESPONSE MUST BE RECEVIED BY:

5:00 p.m., on JUNE 30, 2026

Show Cause Hearing

The main hearing for an eviction case is called a “Show Cause Hearing.” If you don’t attend this hearing, you may be evicted without any further notice. The Show Cause Hearing is your opportunity to:

1) Present defenses to your case and/or request relief from the court;
2) Screen for a free attorney; OR
3) If you don’t qualify for a free attorney, ask for a setover (continuance) so you may seek an attorney.

Prior to the hearing, you normally receive an Order to Show Cause. You may receive it with the Complaint and Summons, or you may receive it separately. The Order to Show Cause tells you when your hearing is.

Some cases are filed and served without an Order to Show Cause. **If you did not receive one, you should still respond to the lawsuit in writing because the landlord can win if the deadline in the Summons passes without a response.** See Part 2 of this packet for instructions on how to respond.

Below is an example of the important part of an Order to Show Cause:

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

LANDLORD INC., Plaintiff, v. JANE SMITH and ALL OTHERS RESIDING AT 2525 Main Avenue, Cityville, WA Defendants.	Case No. 26-2-#####-06 **ORDER TO SHOW CAUSE**

THIS MATTER having come before the court on Plaintiff's motion and declaration for Order to Show Cause, and the Court being advised in the premises, it is hereby

ORDERED that the above-named defendants shall appear before the above-captioned court, Dept. UD, 1200 Franklin Street, Vancouver, WA, on Thursday September 9, 2026 at 1:30 p.m., and show cause why a writ of restitution should not be issued for eviction of the defendants from the above-designated premises, and why the other relief requested in the Complaint should not be granted.

You must attend this hearing to defend your case!

How to Attend

Eviction hearings are normally scheduled for Thursdays and Fridays at 1:30pm. You can attend your hearing in person or
via telephone or Zoom (at the time of this writing).

- The address of the courthouse is 1200 Franklin Street, Vancouver, WA 98660.
- You can find Zoom links on the Clark County Superior Court website here: https://clark.wa.gov/superior-court/zoom-information.

If you choose to appear via Zoom, make sure you can use your camera. It is a good idea to login early. Do not smoke, drive, or wear a hat while on camera! **You are still in court and must act like it.**

Important Terms

Unlawful Detainer Action

Unlawful Detainer is the legal term for a lawsuit to evict someone. The landlord is claiming someone is illegally holding onto (unlawfully detaining) the rental unit. If your landlord sues you for "unlawful detainer," they are trying to get authorization for the sheriff to evict you. The judge can find you liable for unlawful detainer. An eviction is a civil matter, not criminal.

Serve/Service

Service means the formal delivery of court paperwork to someone. "Personal service" means handing the court paperwork directly to a party (the plaintiff and the defendants are "parties" in the lawsuit). Personal service must be done by someone at least 18 years old and who is not a "party" to the lawsuit (someone other than the plaintiff or defendant). There are strict rules about how service must be performed in different circumstances, but personal service is always sufficient.

Default

A default is when a lawsuit is concluded without any arguments. This happens when the defendant does not respond to the summons or appear for their court hearing.

Pleading

A pleading refers to the paperwork filed in a lawsuit. This includes the Summons, Complaint, and Answer. Other filings such as the Notice of Appearance or a Motion are also often referred to as "pleadings."

Writ of Restitution

This is a court order that authorizes the sheriff to remove you from the premises and change the locks. This is what your landlord is asking for at the Show Cause hearing. The Court can either deny the Writ, grant it, or grant it with a "stay" (delay).

Stay

A stay is a pause in the court process or enforcement of a court order. If the judge signs the Writ of Restitution, you can ask them to "stay" (delay enforcement) of the Writ/lockout date to give you time to move. Many tenants ask the judge to stay the Writ for three or four weeks after their hearing.

Termination Notice

The landlord has to serve you with a proper written notice that they are ending or terminating your tenancy before filing for an eviction lawsuit. Common notices include a Notice to Pay or Vacate, a Notice to Comply or Vacate, and a Notice to Vacate for Waste or Nuisance. The landlord has to comply with laws that require specific words and information to be in the notices as well as timeframes for service.

Court Costs and Fees

These are amounts someone has paid to file a lawsuit and have paperwork served. Other costs may also be included.

Clerk

Eviction lawsuit filings are handled by the Superior Court Clerk's office (Superior Court Clerk). They are located on the first floor of the courthouse (NOT the District Court office on the lowest floor). This is where you will go to file your paperwork. You can also get copies of filed papers at this office and access court records on the computers there.

Local Rules (LCRs)

Clark County courts have a set of local rules and procedures for how to interact with the court in civil suits, often abbreviated as "LCRs". Eviction lawsuits are different from most civil lawsuits and there are times when they have different procedures than the normal Local Rules. Where this packet gives instructions that differ from the Local Rules, follow the instructions in the packet. You can review the Local Rules here: https://clark.wa.gov/sites/default/files/media/document/2025-07/civil-rules-lcr.pdf

Part 2: How to "Appear" and "Answer" In Your Case

An eviction lawsuit requires you to respond to the lawsuit by filing papers with the court and serving (delivering) copies on the plaintiff. This section will walk you through the two basic types of responses you may need: (1) a Notice of Appearance, and (2) an Answer. At the end of this section we will also discuss the option to not respond or appear for a case.

Responding to the lawsuit is necessary if you are going to present defenses to the court. Responding and attending your hearing also gives you the opportunity to request that the court take steps to limit the harm to you from the lawsuit. See Part 6 of this packet for guidance on those options.

Notice of Appearance

This informs the court and the other party that you will appear to defend the lawsuit against you, are responding to the lawsuit, and can prevent the plaintiff from getting a **default** eviction.

A DEFAULT MEANS THE LANDLORD WINS THE LAWSUIT AND CAN EVICT YOU WITHOUT HAVING A HEARING. YOU MUST FILE A NOTICE OF APPEARANCE OR AN ANSWER TO PREVENT A DEFAULT.

Your Notice of Appearance should be filed (submitted to the court clerk) and served (delivered) on the landlord (or landlord's attorney if they are representing the landlord) by the response deadline in the Summons, as discussed in the previous section. The Summons also includes more information about the notice of appearance.

Your Notice of Appearance should include:

1. A caption identifying the case and the parties
2. A statement that you are appearing in the court case
3. Your name
4. The address where legal documents can be sent to you
5. Your phone number and email address

A Notice of Appearance template is included in the Forms section at the end of this packet. You can also fill out a Notice of Appearance online at: www.washingtonlawhelp.org

Filing and Serving the Notice of Appearance

You must (1) file your Notice of Appearance with the court and (2) give a copy to the landlord. The easiest way is to go to the courthouse and take your document directly to the Clerk's office. In Clark County, the Clerk's office is on the first floor of the court building located at 1200 Franklin St, Vancouver, WA 98660.

BE SURE YOU MAKE 3 COPIES OF THIS NOTICE OF APPEARANCE AND ANYTHING ELSE YOU FILE WITH THE COURT. 1 FOR YOU TO KEEP, 1 IS A WORKING COPY FOR THE JUDGE, AND 1 FOR THE LANDLORD OR THEIR ATTORNEY. THE ORIGINAL GETS FILED WITH THE CLERK.

To serve (deliver) a copy of the Notice of Appearance, you need to deliver it to the landlord's attorney. If the landlord does not have an attorney, then you can give it directly to the landlord.

You have several options for how to serve (deliver) the Notice of Appearance:

1. Deliver it in person to the address listed in the Summons, or an adult at that address if the named person is not available; or
2. Fax it if a fax number is included in the Summons; or

3. Mail it to the plaintiff's/attorney's address listed in the Summons, but only if there is enough time.
    a. If you are going to mail it, you must mail it at least 3 days before the response deadline
    b. You do not count the day you mail it as one of the 3 days, so if you mail it on a Monday, it counts as being served on Thursday.
    c. If the third day is a Saturday, Sunday or a holiday, it isn't "served" until the next business day.

Once you have served a Notice of Appearance, a landlord cannot get a default without having a hearing first. This gives you the opportunity to present your defenses which is usually done by filing an Answer.

The Answer

Most lawsuits require a written pleading (statement) that responds to the legal and factual claims listed in the Complaint and raises defenses to these claims. This pleading is called an **Answer**. This is your first opportunity to deny the claims against you, inform the court about defenses you may have, or report money and/or refunds the landlord owes you to offset any rent they claim is due to them.

For eviction cases in Clark County, most cases have a hearing called "Show Cause" scheduled by the landlord. If they have set a show cause hearing, your Answer is due: (1) before the hearing by filing and serving a written Answer or (2) by providing your Answer orally to the judge at the hearing. **It is recommended to use a written Answer.**

It is not common, but your case could be filed without a show cause order. In that case, if you do not file and serve a written Answer, the landlord can ask the court for a "default" eviction order. If you have filed a Notice of Appearance, the landlord has to give you notice of a default eviction hearing. If they do that, you need to file and serve a written Answer **before** that hearing takes place.

Filling out an Answer

There is a template in the Forms section of this packet that you can fill out and file for your case.

1) Fill in the Caption

Copy the names of the Plaintiff and Defendant from the Summons or Complaint into the left side of the Caption at the top of page 1. Then copy the case number onto the right side.

2) Admits or Denies

In an Answer, you first admit or deny each of the statements in the Complaint you know to be true or false. Each paragraph in a Complaint should be numbered. If a paragraph's statement is true, write that number in the Admits or Denies section of the Answer followed by "Admits". If a paragraph is false, write "Denies".

> Example: The Complaint says in Paragraph 2.1 that the house is in Clark County. If this is true you write "2.1 – Admits". If the house is actually in Cowlitz county, you would write "2.1 – Denies".

If only part of a paragraph is true, write its number in the Admits or Denies section and then write down which parts are admitted and which are denied. This is just a list of what is not true or false, not a place to argue.

> Example: The Complaint says in paragraph 3.1 that the tenant has rented the apartment since December 2022 and is now unlawfully holding over after termination of the tenancy. You should write that part of 3.1 is admitted because you did start renting the apartment in December 2022, but deny the rest. To do that you write "3.1 – Admits regarding rental dates. Denies that defendant is unlawfully holding over following termination of the tenancy."

If you need more space, check the "More Pages Attached" box and add pages in.

3) Lacks Knowledge to Admit or Deny

The Complaint may include things that you do not know if they are true. This might be things like who is the legal owner of the property or what your landlord saw or knows. List these paragraphs (by number) under the third section, below Admits or Denies.

4) Affirmative Defenses

This is the place to list the errors in the landlord's case and the legal defenses you have to their claims. Common defenses will be covered later in this packet, so read that section before filling out this part of the form.

List each defense separately and give them numbers to make it easy for the court to read and refer back to. You can add extra pages to the Answer form if you need to. You do not need to fully argue the facts of your defenses in the Answer, but be prepared to explain the facts supporting your defenses at your Show Cause hearing.

If you need more space, check the "More Pages Attached" box and add pages in.

5) Offsets

Offsets are claims that the landlord owes you money or a refund. This will be covered in more detail in Part 3 of this packet.

In a case based on non-payment of rent, Offsets might win you the case or even result in a judgment that the landlord owes you money if the offsets are more than the rent claimed to be due. In cases not based on rent, offsets will not win the case, but they can decrease the possible money judgment against you if you lose the case.

Explain in simple terms the basis of the offset(s) and how much you believe the landlord owes you.

If you need more space, check the "More Pages Attached" box and add pages in.

6) **Prayer for relief**

This section is where you ask the Judge to do something for you. The most common requests are included in the form, such as dismissing the case and entering an order to clean up your rental record. There is space for you to make other requests if you choose.

One possible request you can add is to ask the court to enter a money judgment (an order that the landlord owes you money) in your favor rather than just denying the landlord's request. This request may not be a good choice if the landlord did not get "personal service" on you to start the lawsuit.

If the landlord served (delivered) the Summons and Complaint by putting it on your door rather than handing it to you or someone else in your home, then they cannot get a money judgment against you at the show cause hearing.

One rare exception to this rule is if you ask the judge for a judgment against your landlord saying that they owe you money (See Part 3 for claims about offsets and habitability). In that case if the judge still rules against you, then the landlord may get a money judgment against you. That means it is possible to end up with a judgment against you that otherwise would not have happened by asking for money and losing. This is a risk you should consider before you request to be awarded money. Speak with a lawyer to determine if a money judgment request is advisable in your case.

7) **Sign and Date Your Answer.** Every pleading filed in a case must be signed and dated by the party or the attorney representing the party. Make sure you sign before filing the paperwork.

Exhibits

Exhibits are documents attached to an Answer or other filing that present evidence supporting your claims. If you have any pictures, text messages, emails, bank records, or other documents supporting your defenses or offsets, you should attach them to the Answer as Exhibits.

Each exhibit should be one document or a collection of closely connected items like photographs or text messages.

Label your exhibits either numerically (i.e., 1, 2,) or alphabetically (i.e., A, B) and put them at the end of the Answer. A template of a cover page for an exhibit is in the Forms section at the end of this packet.

Be sure to add page numbers to your exhibits. These should continue on from the numbering of your Answer. If your Answer is 4 pages long, Exhibit 1 should start with page #5.

If your exhibits include **confidential or private medical/financial information or Social Security numbers**, make sure to file that document separately with the Clerk and ask the Clerk for a coversheet so that it is protected from the public.

File and serve the Answer

Once you have filled out all the sections of the Answer:

- Sign and date the Answer
- Make at least 3 extra copies
- File the original with the court the same way you filed the Notice of Appearance
- Serve a copy to the landlord's attorney, or the landlord if they don't have one, by hand delivery or mailing it
- Keep a copy for yourself
- It is recommended to bring extra copies to your hearing in case they are needed

Choosing Not to Appear

If you do not respond and appear in your case, you miss out on several options that can be very valuable:

- The chance to ask the court for extra time to move out
- The option to request an Order of Limited Dissemination to help clean up your rental record. **Details of this are in Part 6 of this Packet**
- The possibility of delaying the eviction case for a short time by presenting a defense or entering negotiations with the landlord for a repayment plan.

Instead of filing a Notice of Appearance and/or an Answer, there are times when it may be better not to respond or appear in an eviction lawsuit. Generally, ***this is only the best option if you do not have a defense to the claims against you and the most important thing for you is limiting the money judgment against you***

The benefit of not appearing is simple. If you don't file anything in the case and do not go to court, the landlord cannot add attorney fees to any judgment against you. This can save anywhere from $550 to $3000 in debt depending on the landlord's attorney and the county where your case is held.

Remember, the landlord normally can't get a money judgment at all if they didn't serve the summons and complaint by having it personally delivered to you or someone at your home. If the landlord didn't get personal service, skipping court does not normally save you any money and just costs you the opportunity to ask the court for help.

DO NOT SKIP COURT BECAUSE YOU INTEND TO MAKE A RENT PAYMENT.

Once a pay-or-vacate notice has expired, the payment process is more complicated than just paying the rent. See Part 5 of this packet for guidance on how to stop a lawsuit by paying.

Part 3: Presenting Your Case

This section will outline how to present your case in court and some of the defenses that you may raise. It is not a complete list, but it covers the most common defenses. You will also find information about offsetting monetary claims by the landlord, and information about some topics or defenses that are not allowed in eviction lawsuits.

Refer to this section when filling out your Answer and when preparing for court.

Preparing For Court And Presenting To The Judge

1. Dress appropriately

   This does not mean formal clothing, but do dress respectfully. The judge is not likely to care if you are in work clothes, or even calling in to court from your job, but avoid clothes displaying offensive language or graphics, overt political statements, or sexually suggestive themes. No hats in court unless they serve a religious or disability accommodation purpose.

2. Bring extra copies of everything on paper

   You should bring at least 2 copies of any documents you filed to court. One copy for you to refer to and one copy for the other side or the judge in case they don't have it. If you bring a document to court that has not been filed, you need at least 3 copies so that everyone can have one.

   If you want to show the court something, it must be left with the court at the hearing to be entered into the court record. Any photographs or text messages must be printed out. If you want the court to view a video, put it on a disc or a USB drive. (It can't be something that is just on your phone because you would have to leave the phone with the court in order to show it.)

3. Take notes before and during court

   When you are preparing for your hearing, write down the facts of your case in chronological order and practice telling the story clearly and efficiently. Take those notes to court so you can refer to them if you forget something.

   It is also helpful to make simple notes of the important defenses or issues you want to talk about with the judge. Add to these notes during court if something comes up that you need to address or deny. Instead of interrupting, make a note and then talk about it when it is your turn to speak.

4. Talk when it is your turn, but don't be afraid to talk

   Everyone gets their turn to talk in court, so do not interrupt. It is especially important to not interrupt or talk over the judge. You will get your chance to speak, so treat everyone with the greatest respect. If you don't know if it is appropriate for you to talk, ask politely.

   At the same time, do not be hesitant about talking when it's your turn. The show cause hearing is an opportunity for you to present your case and the court has to give you an opportunity to testify before reaching a final decision. Make sure to talk about your defenses and ask the court for any relief you want to request. Check your notes before you walk away from the judge and make any requests you forgot.

5. If you are appearing over Zoom

   All the same rules for dress and behavior apply. Keep your camera and audio turned off until your case is called. You may be required to use the video function so you can show your face to the judge, but it is better to appear with audio only than to not appear.

   Do not drive or smoke on camera.

If you have a written Answer, you should file your answer with the Clerk and serve the other side a copy at least a day before the Show Cause hearing.

What actually happens at the hearing

The Strikes and Setovers

Your hearing will be part of a larger docket (list) of cases. The judge normally goes through cases that are strikes (removed from the docket) and setovers (changed to a later hearing date) at the beginning. Listen to this process as your case may be called if the landlord has accepted payment or chosen not to proceed. If your case is a strike or a setover, confirm with the judge if your case is done or being set over to another day. You can then leave court.

Remaining cases

Next the judge will normally go through shorter matters and those with language interpreters present. After that, the judge usually proceeds through the cases in the order they appear on the docket list. You can find copies of this list next to the door outside the courtroom and at the tables near the front.

When your case is called

When it is time for your case, head to the front of the courtroom. In front of the judge will be a wide platform called the “bar” you can set papers down on. There are microphones with red lights on the bar for you to speak into. The judge will ask you to identify yourself, spell your name, and swear that you will tell the truth.

Listen to the Judge’s instructions and follow the tips we gave in the previous section. If you don’t understand something, ask for clarification. The judge may set a new hearing date for a variety of reasons. Write that down if it happens and come back for your next hearing. When your hearing is finished, you can leave the court.

Defending Your Case

Almost every eviction must start with a valid reason to end the tenancy and a termination notice given to the tenant. In most situations, a landlord cannot evict a tenant without a specifically allowed reason ("cause") to do so. Most notices include an option to fix the problem (to "comply") and a timeline to do so.

If you want to see the main list of notices and causes for termination, you can find that here: https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.650
(This law is called RCW 59.18.650)
Washington Law Help has information explaining the reasons for eviction and the type of notice that matches each reason: https://www.washingtonlawhelp.org/eviction-notices

Common Notices and Causes for Eviction

- Non-Payment of rent
    - Called a Pay-or-Vacate notice, this gives you the option to pay the rent and prevent an eviction lawsuit.
    - Time to comply: at least **14 or 30 days** depending on the landlord.
- Breach of the lease
    - Called a Comply-or-Vacate notice, this is given when a tenant breaks a rule other than one regarding payment of rent and that breach is something that can be corrected. Common examples include: cleaning up the home, stopping loud or disturbing noises, refraining from arguments or fights with neighbors.
    - Time to comply: **at least 10 days**, but if you break the same rule again within 60 days the landlord can evict based on the original notice.
        - If you receive **4 or more** valid notices of this type in 1 year, the landlord can evict **without the option to comply.**
- Waste or Nuisance
    - This is a notice used for the most serious breaches of the rules. It is reserved for issues like illegal activity on the premises, violence, and

repeated or substantial interference with the neighbors' use of their home or the landlord's operation of the property.

- Time to comply: **3 days to vacate**. NO OPTION TO COMPLY OR STAY**.**

- Move in or Sale
  - A landlord who is *planning* to sell a house can terminate a tenancy with a 90-day notice. If the tenant is currently on a fixed-term lease (as opposed to month-to-month), then the tenancy terminates when the lease period ends. A landlord cannot terminate a tenancy with a 90-day notice *after* they sold the house.
  - A landlord can also use a 90 day notice to end a tenancy if they are moving in or having family move in the unit on a long term basis. This does not apply if there is a similar vacant unit available in the building.
  - Time to Comply: **90 days to vacate**. No option to stay.
- Live-in Landlord ending lease
  - This is considered a "no cause" notice. If your rental shares living space with the landlord including a kitchen or bathroom, then the landlord can end a month to month lease - or a fixed-term lease that will be ending - by giving a 20 day notice with no other cause needed.
  - Time to Comply: **20 days to move**. No option to stay.
- 60 day notice at the end of a lease
  - This is also considered a "no cause" cause notice. This notice must be given at least 60 days before the end of a lease with a term of 6-12 months. It can be used to end the tenancies **ONLY IF**:
    - The notice is given before the end of the 1st lease agreement since the tenant(s) moved in. (i.e., after the 1st year of the rental); **OR**
    - The rental started with a 12 month lease AND has always been a series of 6-12 month leases, never going to month to month rental.
      - This 2nd option only applies if the lease does not say it becomes a month to month rental at the end of the first 12 months. If it does say that, this notice cannot be used.
  - Time to Comply: **At least 60 days to vacate**. No option to stay.

If your landlord broke the rules associated with these notices, or did not use another notice that complies with the law (see the link above for RCW 59.18.650), then you may have a defense to the case. In the next section you will find an explanation of the common defenses used in eviction lawsuits.

Common Defenses

There are a limited number of defenses in eviction court. There are two types of defenses: procedural and substantive.

- **Procedural** defenses relate to your landlord not filling out or serving the paperwork correctly.
- **Substantive** defenses are brought when you disagree with what the landlord is saying about you, or you believe they are suing you for an illegal reason.

You have the right to present your defenses orally at the Show Cause hearing, but you should also submit a written Answer ahead of time. Either way, you must attend the hearing to bring defenses. See Part 2 of this packet to read more about Answers.

Remember, **a defense in an eviction case must excuse whatever it is the landlord says you did wrong**. That means you cannot defend a case about hoarding trash in your apartment by showing that the landlord owes you a refund on rent. Similarly, a claim that the landlord discriminates against people of color does not excuse a failure to pay rent unless you can show that the landlord charges people of color higher rent than white people.

PROCEDURAL DEFENSES

The notice doesn't explain what I did wrong.	The termination notice has to be **detailed enough** about why it is given and/or what the landlord claims you did wrong so that it does **not deceive or mislead** you. It also has to identify the facts and circumstances that the landlord

	knows and has available at the time they issued the notice and that support their claimed cause to terminate. These facts need to be sufficient enough that you know what the claim is and can prepare a defense. If the judge finds that the notice doesn't meet those requirements, the case should be dismissed. You will need to explain to the judge that the notice was not detailed enough for you to understand what you did wrong and/or how to avoid doing wrong in the future. **In the Answer, write this as: "The notice is insufficient",** then give some facts explaining how the notice is bad.
I didn't receive the original termination notice from my landlord.	The landlord has to give you the correct termination notice before filing the lawsuit. This defense is you claiming they **never gave you that notice** or that they **didn't follow these rules**: 1. Attempt to personally give the notice to you or someone else on your lease 2. Give it to someone else present in your home and mail you a copy by certified mail 3. If nobody is home, tape it to the door and mail you a copy by certified mail. **In the Answer, write this as: "Improper service or no service of the Notice"** then give some facts in support.
The landlord didn't give me enough time to comply.	Notices have to give you the correct amount of time to "cure" (fix) your breach of the lease. The date by which you need to comply or vacate must be listed in the notice. Your landlord also cannot file an eviction lawsuit before the notice period is over. See: Common Notices and Causes for Eviction above. This defense is a claim that the landlord didn't give you the minimum required time in the notice or before filing the lawsuit. If the notice was not hand delivered, but put on your door and mailed, the landlord must wait 5 extra days counted from the date of mailing before they can file their lawsuit. It is <u>debatable, but likely the rule</u> that they must also add those 5 days to the compliance date listed in the notice.

	In the Answer, write this as: "The notice or lawsuit was invalid or untimely" then give some facts in support.
I wasn't properly served with the Complaint and Summons.	A process server must attempt to personally deliver ("serve") the Summons and Complaint to you or another person living in your home. This means attempting to physically hand it to you or to a resident of your home who is at least 13 years old and is mentally competent. This is called "personal service." They must attempt personal service: 1) at least three times, 2) over two separate days, 3) at different times of day. If they can't serve you personally after three attempts, they can attach the Complaint and Summons to your door and mail it with First Class postage. Your landlord may not serve the Complaint and Summons, but any other adult can, including one of your landlord's employees. Not receiving the Complaint and Summons is a very difficult defense to win if the landlord has filed a sworn statement, called a Certificate or Affidavit of Service, explaining how service was done. You must provide some evidence in addition to your own testimony. **In the Answer, write this as: "Improper service of Process",** then give some facts in support.
The Summons Is missing legally required information.	The landlord has to carefully follow the rules for what goes into a Summons. If they do not include the required information such as the proper date to respond, contact information for the landlord or their attorney, and instructions on how to seek help, then they cannot proceed with their case. The court will require them to start over. There is an example of a Summons with the required information and formatting in the Forms section at the end of this Packet.

	In the Answer, write this as: "The Summons is Invalid", then give some facts in support.
The landlord's notice is not a valid cause for eviction.	This defense requires you to do some research. If the reason the landlord claims they are terminating your tenancy is not one that fits in RCW 59.18.650, then they may not have a valid reason to evict you. There are a few other laws that give reasons to evict, but they are rare. You can look up the statute (law) online or go to the law library on the main floor of the courthouse to do research. https://clark.wa.gov/law-library **In the Answer, write this as: "No valid cause for termination",** then give some facts in support.

SUBSTANTIVE DEFENSES

I **do not** have a landlord-tenant relationship with the Plaintiff.	The Unlawful Detainer Action has a special process in court that moves much faster than normal cases, but it can only be used when a *landlord* is evicting a *tenant*. If you do not have a rental agreement (either written or oral), the landlord may not use the Unlawful Detainer process. Money does not need to be exchanged for a rental agreement to exist. A rental agreement can exist if you are exchanging goods or services instead of rent. If the Plaintiff has been allowing you to live on the property without paying, they can instead sue you for Ejectment in normal civil court. **In the Answer, write this as: "The matter is not proper for an Unlawful Detainer Action"** then give some facts in support.
I don't owe the money that my landlord says I owe.	This is a claim that you don't owe the landlord as much money as they claim. **This can win the case** if you don't owe any money or did not owe them any money at the time they issued a pay-or-vacate notice.

	If you do/did owe them money, but less than they claim, this can only limit how large a judgment they can get and will **not win the case**. This defense can be very important if you wish to repay the amount due or enter into a payment plan. Common reasons to raise this defense include: ● Accounting errors by the landlord ● Habitability: condition of the unit is bad to the point of being dangerous or hazardous to your health (see more about this defense below) ● The landlord imposed an illegal rent increase (more about this below) Before your hearing, practice telling your side of the story clearly and in chronological order. Bring whatever proof you have of payment, such as money order receipts or bank statements with copies to file with the Clerk. **In the Answer, write this as: "Defendant does not owe rent claimed"** then give some facts in support.
The landlord illegally raised my rent.	As of May 7, 2025, a landlord may not: - Raise your rent with less than 90 days' notice - Raise your rent more than 10% per year, OR 7% + inflation per year, whichever is lower. - 5% if you rent a mobile home - Charge a month to month tenant more than 5% higher rent than a tenant on a long term lease If you tried to pay the rent that you owed before the rent increase and 1) your landlord refused to take it OR 2) your landlord took the payment and is still evicting you for nonpayment, you can raise this defense. In the Answer, write this as: **"Landlord is evicting Defendant for failing to comply with illegal rent increase"** then give some facts in support.
I didn't break the rule (or "breach the lease") in the way my landlord says.	This is the claim that you simply didn't do what the landlord alleges, for example, the landlord claims you attacked someone on the premises, but you were a victim of a domestic assault.

	If this defense is raised, both sides will try to show that their version of events is more likely than not, true. Before your hearing, practice telling your side of the story clearly and in chronological order. **It is very important that the Judge is able to understand your story**. The judge may seek clarification and ask further questions. Be prepared for this. Bring any evidence that refutes what the landlord is saying (i.e. pictures, witnesses who saw what happened). You can also file a Declaration, with or without exhibits, and serve it on your landlord's attorney prior to the hearing. A Declaration should be a good explanation of the story that is easy to understand for the judge. There is a Declaration of Defendant template in the Forms section. **In the Answer, write this as: "Defendant is not in breach of the lease"** then give some facts in support.
What I did wasn't a "substantial breach."	If you are being evicted for "breaching a material requirement of the lease or housing program", it must be a "substantial" breach for it to lead to an eviction. This defense is a claim that, even though you did what the landlord claims, it was either: ● Not a major breach of the rules, or ● The rule you broke was not vital to the rental agreement. In short, what happened was not serious enough that it justifies you losing your home. This is a tricky defense to use as you are admitting to some wrongdoing, but also claiming that eviction is an overreaction. **In the Answer, write this as: "No substantial breach of the lease"** then give some facts in support.
My landlord is discriminating against me.	Your landlord may not evict you on the basis of your sex, sexual orientation, race, creed, color, national origin, familial status, honorably discharged veteran or military

	status, disability, source of income; or status as a victim of stalking, domestic violence, sexual assault, or unlawful harassment. They also cannot evict you for failing to comply with a discriminatory rule or rent increase. Caution: This defense can be extremely hard to prove. To use this defense you must show 2 things: 1. You didn't do anything wrong that gives the landlord a reason to evict you, AND 2. The landlord is trying to evict you BECAUSE they are discriminating. If you owe rent or breached the lease in a substantial way, the fact that the landlord doesn't like you for discriminatory reasons will not be a defense to the lawsuit. **In the Answer, write this as: "Plaintiff's action is discriminatory"** then give some facts in support.
My landlord is retaliating against me.	Landlords are prohibited from retaliating against tenants for good-faith assertions of their rights under the RLTA. There is a rebuttable presumption that an eviction notice is retaliatory if an eviction notice was issued within 90 days after the tenant makes a good-faith assertion of their rights. That means the landlord has to show a legitimate reason for the notice. There is a rebuttable presumption that the eviction notice is **not** retaliatory if the tenant is behind on rent or otherwise in violation of the rental agreement. That means the tenant has to show the landlord's retaliatory intent. See Part 7 of this packet for more details. **In the Answer, write this as: "Plaintiff's action is retaliatory"** then give some facts in support.
I did not pay rent because the premises are uninhabitable.	In extreme circumstances, the court may find that your living conditions are so bad, you cannot be found liable for failing to pay rent. See the "Habitability Claims" section below.

	In the Answer, write this as: "Habitability issues offset the rent owed" then give some facts.
I already moved out.	Eviction cases are about who has possession of the property. If you move out, the case is usually concluded. There is a way for a landlord to change the case to a regular lawsuit over money owed, but that is uncommon. If they do that, remember that they have to start using the regular lawsuit rules and timeline, which is much longer. **In the Answer, write this as: "Possession not at issue"** then give some facts in support.

Offsets

Offsets are monetary claims a tenant makes to reduce or eliminate the debt that the landlord claims they owe. **In an eviction lawsuit based on non-payment of rent, an offset bringing the rent due down to $0 will win the case.** If the offset does not eliminate your rent debt, you won't win the case but you may be able to pay off the remaining debt or decrease the amount of any judgment against you.

In a case based on anything other than non-payment of rent, offsets do not win the case. They can only decrease the amount you may owe in a judgment.

Common Offsets

If you are being evicted for nonpayment of rent, you can raise most monetary issues that come from the landlord-tenant relationship as an offset. Here are some examples of situations that can create an offset:

- The landlord overcharged you for rent
- You paid rent (or someone paid rent on your behalf) but the landlord didn't record it
- You traded something (an item or labor) instead of paying cash rent and the landlord didn't give you proper credit toward your rent
- Your home is not properly habitable (discussed below)

Offsets in the Answer

When you raise offsets**, it is best to list it in both the Affirmative Defenses and Offset sections of your Answer**. Give a little information in the Answer and attach any evidence you have supporting your claim as Exhibits to your Answer. At your hearing, explain to the judge about the facts creating the offset and how much you are owed.

It is possible that your landlord owes you offsets totaling more than the claimed rent debt. In that situation, you can ask the judge in your Answer and at court for a money judgment against the landlord for the amount owed back to you. If you win the lawsuit, you may also be awarded any attorney fees and court costs you have paid.

Habitability Claims

Under Washington law a tenant who is behind in rent cannot claim the landlord owes them money or a refund for failing to do most repairs. But **some repair issues are so serious that they bypass this rule and can be raised** as defenses and/or offsets in a rent based eviction lawsuit. These issues are called Habitability Claims.

Every rental comes with an implied warranty that it is fit to live in. A habitability claim is an allegation that there is **a problem with your rental home severe enough that it endangers the life, safety, or health of those living there.**

Here is a partial list of issues that can rise to this level:

- Your home lacks adequate heat
- You do not have hot and cold running water
- Your electricity does not work
- Your home is not structurally sound
- There is a major fire hazard in your home
- There is a severe pest or mold infestation making your home unhealthy to occupy.

Landlord Must Know About the Issue

If your home has an issue like this **and your landlord knew or should have known**, you can raise it as an offset to rent owed. If you never told your landlord about the problem and they had no reason they should have known about it, you will not succeed with this claim. The notice to the landlord does not have to be in writing for these serious issues, but it is very hard to prove this claim if you did not give a written notice.

Habitability in the Answer

List this issue in your Answer as both an Affirmative Defense and an Offset. When you list this as an Affirmative Defense, **refer to it as a "Habitability issues offset the rent owed."** If you have evidence showing the extent of the issue and/or the notice you gave the landlord, attach those as exhibits to your Answer.

Habitability at Court

At your show cause hearing, explain the facts of the situation, how and when the landlord was informed, and how long it has been a problem.

The judge should evaluate this issue and decide the following:

1. Whether or not it is a habitability issue
2. Whether landlord knew or should have known about it
3. How much less your home is worth compared to the agreed rent rate due to this issue
4. How long it has been since the landlord learned or should have learned of the issue

Once the judge has made these determinations, they can calculate how much of a refund or credit toward rent you are owed.

If a judge decides there is a habitability issue and you are allowed to stay in your home, you may want to file your own lawsuit later on asking the court to order that your rent be lowered until the landlord fixes the problem.

Limits on Counterclaims

A “counterclaim” is a legal claim made by the defendant in a case alleging that the plaintiff did something wrong or harmed the defendant in some way. This is different from a defense because a counterclaim can be for anything, not just things that excuse or offset what the plaintiff claims the defendant did wrong. It is the sort of thing you could file a lawsuit against the plaintiff for even if they were not already suing you.

In a typical lawsuit, the Defendant can bring counterclaims against the Plaintiff that are not related to the original claim against the Defendant. In eviction cases, counterclaims are only allowed in rare circumstances where the facts of the counterclaim excuse the tenant’s failure to pay rent. The main type of counterclaim permitted is a claim for breach of the warranty of habitability. The prior section explains how to bring this claim.

Going to Trial

If the judge determines that you have presented valid defenses but they need to hear more evidence, they may schedule an additional hearing or even set the matter for trial. Self-representation at trial is beyond the scope of this packet. **We strongly suggest you hire a lawyer if you are going to trial**.

Your landlord may be willing to settle rather than continue the court process. See the Forms section at the end of this Packet for an example settlement agreement and a template you can use.

Part 4: If You Missed Your Hearing

Sometimes people miss their court dates. This is not good, but also not necessarily the end of the case. This section will cover what happens if you miss a hearing and what you can do to possibly get the case back to court to present your defenses.

What Happens if You Miss your Hearing?

If you miss your show cause hearing, the Judge will normally allow the landlord or their attorney to present their case and ask for an eviction order ("Writ of Restitution"). **If the judge finds that the landlord has done what is required of them for the lawsuit, they will sign the order** and the eviction process will continue. That is called a "Default." This does not mean you will be evicted right away. The landlord must wait for the sheriff to enforce the order. See the timeline for this process in Part 8 of this packet.

If this has happened in your case, you should continue reading the sections below about stopping ("staying") the eviction order and getting the case back to court. If you do not have a defense to raise or a reason to get your case back to court, review Part 8 of this packet for information about cleaning up your rental record and the lockout process.

Check what happened at court as soon as possible

The court uploads records of what happens in each case to a system called OnBase, which is usually updated every morning. Check these filings as soon as you can after missing a hearing. You can login to OnBase using the computers in the Clerk's Office at the courthouse and check the records by searching for your case number. Ask the clerks for assistance or even if they can just tell you what happened in your case.

OnBase will show you everything that has been filed in your case. Look for filings from the day of your hearing or after. If you see any of these documents, the court heard your case already and made a decision:

- Judgment
- Findings of Fact and Conclusions of Law
- Order for Writ of Restitution
- Writ of Restitution

You may just find notes from the clerk stating what happened at the hearing. Read these to see what occurred. **In most cases, if you do not appear for your hearing, the court will make a decision without you. However, there are times when the court does not decide the case right away.**

What if the Judge didn't decide my case at the hearing?

There are a number of reasons the court may not issue an eviction order at the show cause hearing. Some common reasons include:

- Missing paperwork from the landlord
- The Summons or Notice used by the landlord was incorrect
- The landlord also didn't show up to court
- The landlord set the court date incorrectly

If the court did not decide your case at the hearing you missed, there should be an indication that there is another court date set. If you do not see this, ask the clerk when your next hearing is. It is also possible that the landlord was ordered to redo service and/or set a new court date. Watch for those papers to be delivered.

Asking the Court to Stay an Eviction Order

If an eviction order (Writ of Restitution) was already ordered or issued, you have to act fast if you want to stop the eviction. If the sheriff has already posted a copy of the

eviction order (“Writ of Restitution”) on your door, you need to act before the deadline on that paperwork.

This is a special procedure for eviction cases. Follow these steps:

1) Check if you have a valid reason for the Judge to hear your case again.
2) Prepare the following Forms:
    a. Motion to Stay Proceedings
    b. Order to Stay Proceedings [Proposed]
    c. Declaration of Defendant
    d. Motion to Shorten Time
    e. Order to Shorten Time
3) Serve copies of these on the landlord’s attorney or the landlord if they do not have an attorney.
4) Take these to the Clerks Office on the 1st floor of the courthouse and file them “for ex parte”. If you file them this way before 11:00 am, a judge will look at them that day and decide how to proceed:
    a. The Judge may deny the stay and decide there is not a valid basis to reopen the case;
    b. The Judge may immediately grant the stay and set a hearing for new argument in your case, normally within 5 court days; OR
    c. The Judge may deny the stay but still set a hearing for new argument in your case, normally withing 5 court days.
5) Go back to the Clerk’s office the day after you file your Motions and Orders to get copies of the versions signed by the judge and see what their decision is. If you dropped your pleadings off after 11:00 am you will need to wait 1 more day.
    a. The Judge will have written on the Order to Stay Proceedings whether or not a Stay has been granted (the eviction has been paused) and when the next hearing, if any, will be held.
    b. If a Stay was granted, take a copy of the signed Order to the Sheriff’s Office civil division. That is are located in the building behind the courthouse on the ground floor below the raised walkway.

6) If a Stay was granted and/or a new hearing set, immediately send copies of the Order to Shorten Time and Order to Stay Proceedings to the landlord's attorney or landlord if they do not have an attorney.
7) Attend any new hearing and present your defenses. If your Stay was not granted and no new hearing was set, your eviction will proceed and you need to move out quickly.

Detailed instructions for this process are below:

A. Do you have a valid reason to go back to court?
   a. The court is meant to avoid Default decisions if possible. So if you have a good reason that you missed court or a defense that should be heard, the Judge may allow you to have a new hearing. If you were sick, didn't know about the hearing, didn't understand the paperwork, or were told the wrong date, those are relatively reasonable causes for the court to hear your case again (missing court for most jobs is not considered a good excuse). You can review the applicable Civil Rule 60 at https://www.courts.wa.gov/court_rules/pdf/CR/SUP_CR_60_00_00.pdf

   b. If you have a valid defense, the court is also likely to bring your case back for another hearing even if there is no real excuse for missing the hearing. See Part 3 of this Packet for an explanation of common defenses.

B. Ask for new hearing
   a. If you have a good reason why you missed court and want to present defenses or ask the court for more time to move out, you have to file a motion asking for a new hearing. In an eviction case you are asking for an Order to Show Cause. This order sets a new court date and must be served on the landlord's attorney in person or by mail. We will discuss how to do this below.

b. If there is enough time before the lockout, the court might set the hearing on their normal schedule (usually a Wednesday or Friday morning) and have you serve the Motion to Stay and your Order to Show Cause or Citation on the landlord normally. In many cases however, you may need the court to hear the case faster than normal rules allow.

C. Ask the judge to hear the case on shortened time

a. "Shortened time" means earlier than the 10 days court rules normally require for setting a hearing. If your lockout will happen sooner than that (i.e., the sheriff has already put a notice on your door about the lockout), you should ask the court to shorten the time needed before holding the hearing. The judge does not have to do this, but they may choose to consider your request on an early regular court docket or even make special arrangements for a time to hear your case.

b. To ask the judge to shorten the time, you need to file a motion and a proposed order for this request AND you must inform the landlord or their attorney that you are doing so. Forms for the Motion and Order to Shorten Time can be found in the Forms section at the end of this packet**. File the Motion and Order to Shorten Time, the Declaration of Defendant, AND your Motion and Order to Stay Proceedings with the Court Clerk**. Tell the Clerk they are for Ex Parte. If you do this before 11:00 am, a judge will review them the same day. If they are filed later, they will be reviewed the next day.

c. If the judge grants your Order to Shorten Time, they will also set a time for your hearing and indicate that on the order. **A copy of this Order must be served on the Landlord or their attorney as soon as possible**. You should also call the landlord's attorney and inform them of the new hearing date and time right away.

d. It is possible the judge reviewing your Motion to Shorten Time will grant your requested Stay immediately. If they do so, they will still set a hearing for argument about your defenses. The hearing date and time will be listed in the Order to Stay Proceedings.

D. Serve the landlord

a. If you are asking the court to shorten time to hear your motion, **you must immediately serve** all your pleadings on the Landlord's attorney. This includes the Motion and Order to Shorten Time, the Declaration of Defendant, and the Motion and Proposed Order to Stay Proceedings.
b. Once you have a hearing date **you MUST serve the landlord AGAIN with a copy of the Order to Stay Proceedings (or a Citation if your hearing is not on shortened time) showing the date and time for the new hearing**. Deliver these papers via first class mail if time allows. If there is not enough time for mail before the hearing, take them in personally. If the hearing is done on shortened time, you may need to try other ways to deliver these documents such as email or fax. We also recommend calling them to ensure they have the information promptly.

E. Take your Order blocking the eviction to the Sheriff's Office

a. If you get a Judge decides to pause the lockout before your hearing or you win your case, the judge will sign an order stopping the Sheriff from proceeding with a lockout. This is called a "Stay" and it is contained in the Motion to Stay Proceedings form found in this packet. I**t must be delivered to the Sheriff's Office Civil Division in order to stop the lockout process**.
b. Once the Judge signs this Order, they will have it filed with the Clerk's Office on the 1st floor of the courthouse and stamped as filed. If the Judge signs this order at a hearing, ask them about the best way to get a copy once it has been stamped. They may have someone taking documents down to the Clerk right after their docket, in which case you could go to

the Clerk's Office at that time and give them a fresh copy of the order for stamping. The Clerk has "conforming" stamps that are used to create official copies of court documents. For ex parte Stays (signed by the Judge with nobody present), you will have to wait until the day after they are signed to get a copy from the Clerk's Office.

c. Now take your signed and stamped order to the Sheriff's Civil Division. They are located behind the courthouse. There is an exit from the ground floor that leads directly to the Sheriff's Office/County Jail (take a left off the stairs or two lefts off the elevator). The Civil Division is down the ramp or stairs, one level below the exit from the courthouse.

F. Attend your next hearing and present defenses

a. Once service of the Citation or Order to Stay Proceeding on the landlord/landlord's attorney is complete, be sure to attend your hearing and present your argument. You are going there to inform the court why they should temporarily or permanently block (vacate) the eviction order and give you a new hearing on your case. **Review Part 3 of this packet for tips on how to prepare for court**.

b. Be prepared that the Judge may want to make a final decision on your defenses at this hearing rather than wait for another court date, so this may be your only chance to present your case. You may want to submit an Answer with more details and evidence about your defense

c. If you win the case at this hearing, you will need to file an **Order to Vacate Writ and Judgment** and take that to the Sheriff to permanently stop the lockout. This can be found in the Forms section at the end of this Packet.

Explanation of Forms for this Process

Here is a list and explanation of the paperwork you will need for this process. Templates for these can be found in the Forms section at the end of this packet.

Motion To Stay Proceedings	This is the core request you are making to the Judge, asking them to stop the eviction process and set a new hearing in your case. Use this motion to explain the reasons you should be granted a new hearing and the defenses you want to present at that hearing. Fill in the caption and case number in the same manner as in the Notice of Appearance. Then fill in the blanks in the form. Add more pages if you need them. Under Facts: Add some important facts such as why you missed your hearing (you will also cover this in your Declaration). Indicate whether or not the sheriff's order has been put on your door already. If the sheriff's order has been posted, include the date the sheriff instructs you to move out in your statement of facts. Under Arguments and Authority: list the defenses you want to raise. You will find a list of common defenses in Part 3 of this Packet Sign and date the Motion. Then file it with the court. Keep a copy and deliver (serve) a copy to the landlord's attorney.
Order to Stay Proceedings [Proposed]	This is the Order you want the court to sign to stop the lockout and set a new court date for a hearing. It is labeled [Proposed] because you will file it before the judge has signed it. Fill out the caption and case number. Then fill in the address of your rental in section 2 AND section 1 of the bottom portion directed to the Sheriff. Leave the rest for the Judge to complete. Sign and date the Order where it says "Presented by". Then file it with the court. Keep a copy and **take 3 copies to your hearing** so the judge can sign one, one can be stamped for the sheriff, and you can keep one.

	If the landlord's attorney didn't come to court for the hearing where this was signed, deliver (serve) a copy to them. **If this is signed ex parte, it will include your next hearing date. You must serve this on the landlord IMMEDIATELY.** **This document contains the Order for the Sheriff to pause any planned lockout.** The Sheriff MUST GET A COPY once this is signed.
Declaration of Defendant	This is a sworn statement that allows you to provide testimony in writing for the judge to review with your motion. This is considered testimony in court, so it must be completely true and accurate. Fill in the caption, including the case number and your name on the right side. Then fill in the blanks. Add more pages if you need the space. Your declaration is a series of statements of facts, <u>not arguments</u>. You can only state things you know, not what anybody else knows/should know. Explain things like: ● Why you missed your hearing ● The facts that support your defenses ● What the landlord did wrong Sign and date your Declaration, then file it with the court. Keep a copy and deliver (serve) a copy to the landlord.
Citation	This is used to set a hearing date for a motion on the regular court calendar at least 10 court days in the future. **Use this if you are not using the Motion and Order to Shorten Time** or if that motion is denied. This document informs the court and the landlord when your motion will be heard.

	You must cite your case on to an open court docket with the correct Judge. The best way to do this is to go to the Clerks Office with your Citation and any Motions or Orders you want to file and ask them which Judge is handling the case and when their next available docket is. Fill in the caption and case number as usual. Then fill in the blanks for the Plaintiff's name and attorney. The "matter" being heard is "Defendant's Motion to Stay Enforcement and Show Cause." Then add the date, time and Judge for the new hearing. Sign and date your Citation and file it with the court. If you are using this instead of a Motion and Order to Shorten Time, **this must be served along with your Motion and Order to Proceedings.**
Motion to Shorten Time	This is your request to have your motion heard early on an emergency basis. Use this if you think the lockout may happen within the next 2 weeks. Fill out the caption and case number. Then fill in the body of the motion. In Paragraph 3, list the basic claim of the eviction filing. Examples: ● "The writ of restitution was issued based on a notice for non-payment of rent." ● "The writ of restitution was issued based on a notice to comply or vacate." In Paragraph 4, state your basic defense. Examples: ● "I offered the rent and the plaintiff refused to accept payment." ● "I complied with the notice." You should also give some reason in Paragraph 4 why your case should be heard early. Examples:

	• "I was in the hospital during the prior hearing and was unable to attend." • "Plaintiff did not properly serve me with a notice of the hearing date." Sign and date the Motion, then file it. Keep a copy for yourself and serve a copy of the other party. You will need to get this in front of a judge for review as soon as possible. The best way to do that is to use the Clerk's ex parte process to present and file your motion and supporting documents to the judge. The Clerk will route your motion to the judge for review. Give the Clerk: • The Motion and Order to Shorten Time • The Declaration of Defendant • The Motion and Order to Stay Proceedings • Anything else they need from you to get this process done. If you file thing for ex parte by 11:00 am, they should be reviewed by a judge the same day and be available for pickup from the Clerk the next day. For more information on the Clerk's ex parte process, you can go here: https://clark.wa.gov/clerk/ex-parte-orders
Order to Shorten Time	Fill out the caption and the case number. Sign and date at the bottom where it says "Presented by." Leave the rest for the judge. Rather than file this Order, you will provide it to the Judicial assistant of the judge who held the initial hearing on your case. You will coordinate with the judicial assistant and the judge on when this will be considered and how to get a signed copy to serve on the landlord's attorney. Keep a copy for yourself. **THIS MUST BE DELIVERED TO THE LANDLORD'S ATTORNEY AS SOON AS POSSIBLE** after it is signed by the

	Judge. Paragraph 3 directs you to attempt to notify them and serve a copy via the fastest options available.
Order to Vacate Writ and Judgment	This is an order that is used if the judge makes a permanent decision that your eviction order should be canceled. It wipes out the eviction order and any money judgment against you. This is not used for the temporary stay while you wait for a new hearing. For that, use the Order to Stay Proceedings discussed above Fill in the caption and case number, then fill in the address of your rental in the appropriate blanks and sign at the bottom where it says "Presented by." Leave the rest for the Judge to complete. Present it to the Judge at your hearing, and have extra copies for yourself and the landlord's attorney. Once it is signed by the Judge and you have obtained 2 stamped copies from the Clerk's office, follow the same instructions as the Order to Stay Proceedings for delivering it to the Sheriff's office.
Certificate of Service	You MUST file a Certificate of Service as proof that you delivered copies of your Motion(s) and Order (and Citation if you used one) to the Landlord's attorney. Fill it out, including a list of documents you served on the landlord and how service was done. You can include multiple documents in one certificate or do multiple certificates. Sign and date it and file it with the court. Keep a copy to bring to court.

If you followed all the instructions you should have:

FILED the original documents and SERVED copies of:

- Motion Stay Proceedings and a Proposed Order to Stay Proceedings
- Motion for Order to Shorten Time OR a Citation
- Declaration of Defendant

FILED original ONLY:

- At least 1 Certificate of Service

GIVEN TO THE COURT FOR THE JUDGE TO SIGN, THEN SERVED:

- Order to Shorten Time (if used)

DELIVERED TO SHERIFF'S OFFICE (if the court signs):*

- Signed and Stamped Order to Stay Proceedings
- Order to Vacate Writ and Judgment

Serve any of these that were signed on the landlord or their attorney if they were not present

Part 5: Options for Resolving your Case

Not every case has to be resolved with a hearing before the Judge. Here are some options to resolve your case and either end the lawsuit or restore your tenancy.

Moving out before the court date

The court should dismiss the case if you have vacated (moved out) before the hearing. This can save you money as the landlord should not get attorney fees awarded. There is a chance the landlord's attorney may ask the judge to convert the case to a different type of lawsuit and continue their claim for money you owe them, but this is very rare.

When you move, it is a good idea to hand the keys directly to a staff member and get written confirmation that you have done so. If you cannot do that, leave the keys inside, take a picture of them, and inform the landlord in writing that you moved out and left the keys.

If you move out of the premises before the hearing, **you should still go to the hearing** and let the court know you have vacated. You also have the opportunity to ask for an Order of Limited Dissemination to protect your rental record. See Part 6 of this Packet for more information on this.

Negotiating With Your Landlord Ahead of Time

Your landlord may be willing to resolve your case before the hearing (or before filing a lawsuit). For example, they may be willing to arrange a payment plan or pay you to leave rather than argue in court. Alternatively, you may be able to arrange an agreed move out date in exchange for the landlord making no negative reports about you to other landlords. Other common terms include:

- Agreement to issue an Order of Limited Dissemination,
- Delaying credit reporting,
- Full or partial waiver of debt,
- The landlord not getting a judgment, but also not forgiving your debt

Negotiation can be a creative process to resolve your dispute.

You should **communicate with your landlord or their attorney in writing** (email is fine). If you have a spoken conversation, you should follow up with an email detailing what you discussed and asking for written confirmation.

> Ex. When I came to the property management office on Monday, January 1st, 2025, you told me that you would dismiss the case, forgive my debt, and pay me $2000 if I left by 11:59 pm on December 31st, 2025. I just want to put in writing that I accept your offer. Please confirm.

It is a good idea to create a written settlement agreement that you both sign and, if the lawsuit was filed, file the settlement agreement with the court. Example and template Settlement Agreements can be found In the Forms section at the end of this packet.

Paying what you owe BEFORE the court date

If you are being evicted for non-payment of rent, you have the right to restore your tenancy and have the case dismissed by paying:

1. **Rent and utilities you owe up to the date of payment**, including what has accrued since you received the termination notice
2. **Late fees up to $75** (if your late fees add up to less than $75, you must pay them all)
3. **All court costs accrued by your landlord** up to the date of payment. Ask your landlord or landlord's attorney for the amount of fees, in writing.

If your landlord has not filed a lawsuit yet, but your pay-or-vacate notice has expired, you can still pay by offering the full amount detailed above, except your landlord will not have any court costs yet.

Many landlords will not accept any payments after the pay-or-vacate notice has expired. **If they refuse your payment, make your offer in writing** (email is great) and attempt to give them a physical payment (ask for a receipt for any/all payments). Keep all of this for your records, it can work as a defense if they file an eviction lawsuit.

You can make the payment directly to your landlord or into the Superior Court registry (if the case has been filed). To pay into the registry, bring a cashier's check made out to the Clark County Clerk. The check should have your case number in the memo line.

Whatever way you pay, get a receipt!

Go to your Show Cause hearing and bring the following:

1) The receipt;
2) A proposed Motion and Order for Dismissal
3) A proposed Order of Limited Dissemination

Once you have paid, you should file a motion asking for your case to be dismissed and for and Order of Limited Dissemination. You can find a Motion and Order for Dismissal and the Order of Limited Dissemination in the Forms section of this packet. Instructions for the Motion and Order for Dismissal are below under "Asking the Judge to Dismiss Your Case".

Paying what you owe AFTER the court date

If you go to court and the judge issues the writ of restitution, they normally also issue a money judgment that includes rent owed, court costs paid by the landlord, and the landlord's attorney fees. If the landlord is not prepared to file the judgment, you should ask the court what the exact amount of the judgment will be.

The following page shows an example judgment:

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR THE COUNTY OF CLARK

Lenny Landlord,

Plaintiff(s),

v.

Terry Tenant,

Defendant(s).

Case No. 25-2-12345-06

FINDINGS OF FACT, CONCLUSIONS OF LAW JUDGMENT

JUDGMENT SUMMARY (Monetary Award)

Judgment Creditor(s):	Lenny Landlord
Attorney's Name:	Ally Attorney
Judgment Debtor(s):	Terry Tenant
Attorney's Name:	Larry Lawyer
Amount of Judgment (Principal):	$ 6000 , which said amount includes the attorney fees, costs and one statutory $75.00 late fee at a rate of 9% annum.
Interest Owed to Date of Judgment:	Simple interest of $0.00 at the rate of 9% per annum from N/A until date of judgment.
Attorney Fees:	$ 600
Costs and Disbursements:	$. 400
Post Judgment Interest Accrual Information:	Simple interest accruing at the rate of 9% per annum upon Judgment amount from the date of judgment until paid.

Page 1 – FINDINGS OF FACT, CONCLUSIONS OF LAW
DEFAULT JUDGMENT

*Note that there is an **interest rate** included in the judgment.

<u>The following ONLY APPLIES IF YOUR EVICTION IS FOR NON-PAYMENT OF RENT:</u>

If a judgment was issued or the judge has ruled that you will be evicted, you can still stop the eviction. **Within 5 court days (do not count weekends or court holidays) after the issuance of the Writ of Restitution, you can still restore your tenancy and have the case dismissed if you pay the full amount of the judgment.***

You can make the payment to the landlord or to the Superior Court Clerk registry. Either way, get a receipt!

*** If you get rent assistance, even partial assistance, you have until the sheriff lockout to pay and stay. See "What if I get Rent Assistance?" below.**

Once you have paid, you need to file a **Motion and Order for Dismissal** and for an **Order of Limited Dissemination**. You should also file a proposed **Order to Vacate**

Writ and Judgment in order to stop any already scheduled eviction. **You can find these documents in the Forms section of this packet.**

Your motion needs to be set on the court calendar for a hearing. This is done by Filing a **Citation**. You can also find instructions on using the Citation and Order to Vacate Writ and Judgment in Section 4 of this packet under "Explanation of Forms for this Process"

At the hearing on your motion, bring:

1) The receipt
2) A proposed Motion and Order for Dismissal (Instructions below)
3) A proposed Order to Vacate Writ and Judgment
4) A proposed Order of Limited Dissemination

If there was already an eviction order (Writ of Restitution) issued, **you will need to take a copy of the signed Order to Vacate Writ and Judgment to the Sheriff's Office Civil Division in order to cancel the lockout.**

Once the Judge signs this Order, it needs to be filed with the Clerk's Office on the 1st floor of the courthouse and stamped as filed. Ask the Judge about the best way to get a copy once it has been stamped. They may have someone taking documents down to the Clerk right after their docket, in which case you could go to the Clerk's Office at that time and give them a fresh copy of the order for stamping. The Clerk has "conforming" stamps that are used to create official copies of court documents. If this process is not an option for you, you may need to come back the next day to get a copy from the Clerk's Office.

Now take your signed and stamped order to the Sheriff's Civil Division. They are located behind the courthouse. There is an exit from the ground floor that leads directly to the Sheriff's Office/County Jail (take a left off the stairs or two lefts off the elevator). The Civil division is down the ramp or stairs, one level below the exit from the courthouse.

Asking the Judge to Dismiss Your Case

If your case is resolved because you already moved out or because the landlord is not getting an eviction order, you should ask the Judge to dismiss (formally end) your case. This may be because you paid off any debt you owe, present a winning defense, reached a settlement with the landlord, moved out before the hearing, or if there is some other reason to end the case.

In the Forms section of this packet you will find a Motion and Order for Dismissal [Proposed]. To use this form:

> Fill in the caption and case number, add your name, then check the box or boxes for the reasons to dismiss the case that apply to your situation. Sign and date at the end of the Motion section, but leave the Order section blank for the Judge.
>
> File the completed form and, if there is not a hearing already set, fill out a Citation form as well and ask at the Court Clerk's office for them to find you an open docket to have your hearing. Instructions for the Citation can be found in **Section 4** of this packet under "Explanation of Forms for this Process"
>
> File the Citation for that date and time and serve the landlord's attorney the Motion and any Citation.

At your hearing, if the judge marks that your case has been dismissed 'with prejudice", then the landlord cannot refile the same case. If it is dismissed "without prejudice", they can file again by correcting something, usually reserving some paperwork.

What if I need more time to pay? 410(3) Repayment Plans

You may ask the judge to "stay" the eviction process and order a repayment plan in which you have 90 days to pay off everything. This is called a "410(3) Plan" (read as "four ten three") in reference to RCW 59.18.410(3) which authorizes it. The judge will determine if you qualify for the plan. If you have received multiple pay or vacate notices in the last year, you may not qualify, see below.

It is best to file a Motion and Order for the 410(3) plan before your Show Cause Hearing. A combined motion and order are in the Forms section at the end of this Packet, titled as **MOTION AND ORDER FOR REPAYMENT PLAN /410(3)**. Do the following to fill out this form:

1. Fill in the Caption including party names and the case number
2. Add your name on Page 1
3. Add the address where you pay rent to the landlord on page 5
4. Date, sign, and print your name at the bottom of page 7.

Prior to the hearing, you should file a copy with the Clerk and serve one copy on your landlord or landlord's attorney. Bring three copies of the motion and order to the hearing: one for you, one for the judge, and one for your landlord/landlord's attorney.

The questions within the motion template address the following **"factors" which the judge must consider when deciding whether to order the 410(3) plan**:

- Your willful or intentional default or intentional failure to pay rent;
- Whether nonpayment of the rent was caused by exigent circumstances that were beyond your control and that are not likely to recur;
- Your ability to timely pay the judgment;
- Your payment history;
- Whether you are otherwise in substantial compliance with the lease;
- Hardship on you if evicted; and
- Conduct related to other notices served on you within the last six months.
- Whether or not you have received 3+ notices to pay or vacate in the past 12 months, in addition to the notice you received immediately prior to the case being filed. **If you received 3 pay or vacate notices in the last 12 months, then got a 4th notice, leading to the eviction lawsuit, you are not eligible**.

410(3) plans have very strict rules:

- Within 90 days, you must pay off the money judgment signed by the court at your Show Cause hearing. This should include all four of these:
    - **All rent and utilities owed up to that date**
    - **All ongoing rent payments on time**
        - If lease says the 1st of the month is the due date, you must pay by that date unless you get written permission, regardless of a "grace period" your may normally have when paying rent.
        - If the lease doesn't specify the due date, it is the 1st of the month.
    - **Court costs paid by your landlord**, and
    - **Attorney fees**
- You must make a payment equal to **one month of rent within 5 court days** of the plan being entered. So if the plan is signed by the judge on Thursday, January 4, the first payment must be made by Thursday, January 11.
- The Court usually prefers that debt be paid in three equal monthly installments. The exception is if you are expecting rental assistance by a specific date.
- If you are late on ANY payment within the plan, including a monthly rent payment, the landlord can give you a **3-day notice to pay off everything** that is owed for the whole plan or vacate. The Sheriff can lock you out after that three-day period.

Repayment plans can be very helpful, but they are also a little dangerous. You might end up paying the landlord thousands of dollars and then missing the last payment, leading to an eviction. **Consider your income, expenses, and the timing of your paychecks very carefully before starting a repayment plan**. It might make better financial sense to move out and use your money to start over in a new home.

Example 410(3) Payment Plan Schedule Entered Jan 1, 2025

Monthly rent: $1000

Rent debt for July-December 2024: $6000

Payment Number	Payment Amount	Payment Due Date	Payment Description
1	$ 1000	1/7/2025	January rent
2	$ 2000	1/20/2025	First installment
3	$ 1000	2/1/2025	February rent
4	$ 2000	2/20/2025	Second installment
5	$ 1000	3/1/2025	March rent
6	$ 2000	3/20/2025	Third installment
TOTAL	$ 9000		

What if I get Rent Assistance?

If you get approved for rental assistance (help paying your rent offered by the government or a non-profit agency), you should ask the agency for a written pledge which states:

1) the name of the government or nonprofit agency
2) the amount you are approved for
3) any information the agency still needs to process your assistance (such as a W2, ledger, or termination notice).

Give a copy of that letter to your landlord or their attorney. As soon as you give the pledge to your landlord, the landlord **must postpone the eviction process by at least 14 court days** (usually three weeks because weekends and holidays are not counted) to allow the assistance to be processed. Example:

- If you bring a pledge to your hearing on June 1st, the hearing should be set over (postponed) until no earlier than June 21st.
    - If the judge has already signed the writ and you give your landlord a pledge on June 1st, the sheriff's lockout must be re-scheduled to no earlier than June 21st.

You still have to pay the landlord's court costs, any attorney fees awarded by the judge, and up to $75 in late fees. Sometimes rent assistance agencies will help with those fees. Sometimes they will pay all late fees on your ledger, which may go a long way toward paying costs and fees, but sometimes they cannot. **Make sure to verify what you have to pay to reinstate and explain the numbers to the rent assistance agency.**

PART 6: What if the Judge Orders an Eviction?

If you lose your case, your landlord will ask the judge to issue an order for your eviction (Writ of Restitution). This allows your landlord to schedule a Sheriff lockout. **We discuss the timeline and process of the lockout in Part 8 of this packet.**

When the court decides that you will be evicted, there are a few issues you will want to address before the hearing is over:

Order of Limited Dissemination

An eviction case can show on a background check as soon as it is filed. At your hearing, you can ask the judge for an Order of Limited Dissemination (OLD), which **prohibits commercial background check companies from disclosing the eviction case** or using it to lower your "tenant score" on a background check report. The OLD does not conceal a debt or money judgment if it has been sent to collections or if the landlord has reported the debt to a credit reporting agency.

You should fill out a blank Motion for Order of Limited Dissemination and Order of Limited Dissemination from the Forms section at the end of this packet and bring it to court. Before your hearing is over, ask the judge if they will grant an Order of Limited Dissemination, and let them know you brought a proposed order with you. The judge may ask you to explain why you got behind on your rent and what will happen if you have an eviction on your record.

The business day after the hearing in which your OLD is signed by the judge, you should be able to get a copy of it from the Clerk's office for your records.

Issues:

Once you get your OLD, screening companies should see it and stop reporting on your lawsuit, but this does not always happen. There is a **form letter you can send to tenant screening companies in the Forms section** at the end of this packet. Sending

this letter along with a copy of the signed OLD can help increase compliance by screeners.

If your application for a new apartment is denied, the landlord is required to provide you with an Adverse Action Notice explaining why they turned you down. If that document shows an eviction lawsuit that should be covered by an OLD, you can contact the screening company listed in that report and ask them to correct their report and provide that to the landlord. Some landlords will reconsider a corrected report, but some will not.

Extra Time to move

You can also ask the judge to “stay” (delay) enforcement of the order for the lockout (Writ of Restitution). Be prepared to tell the judge why you need the time to move. Common reasons include:

- Needing to move with children or adults needing assistance
- Disabilities, illnesses, or injuries that make it difficult to move (See Part 7)
- Lack of a vehicle or help to move
- Domestic violence issues
- Other hardships

Lockouts do not take place immediately in any eviction case. See Part 8 of this packet for more information on the timeline and process for the lockout.

Judgment

The landlord is probably going to ask the court to issue a money judgment setting the amount you owe the landlord. **Make sure that you are given an opportunity to review the judgment before it is entered.** Check to be sure the amounts listed are correct and that the ledgers the landlord is using to prove the amount due are correct.

You should also look at the request for attorney fees. If this number seems excessive or you are not sure how much these fees should really be (they vary from attorney to attorney), ask the Judge to review these fees. They may reduce them if the request was too high.

Part 7: Other Issues

Earlier in this packet we covered the most common issues that come up in an eviction lawsuit, such as responding to the lawsuit and common defenses you can raise. In this section we will discuss a few other issues that may be helpful for your case.

Retaliation Claims

The Landlord Tenant Act prohibits a landlord from retaliating against a tenant because they have tried to assert or protect their rights as a tenant. This can be a defense to an eviction lawsuit or a basis for the tenant to sue a landlord.

What acts are protected?

Retaliation occurs **after** a tenant has done something to **assert their rights** as a tenant. Not everything a tenant does is protected from retaliation by a landlord**. If you are behind on your rent when a termination notice is given or otherwise not complying with your duties** as a tenant, then you are not protected against retaliation.

Protected acts must be things you have done lawfully and in good faith (no trapping the landlord or falsifying reports). These acts are:

- **Asserting or enforcing your rights** as a tenant under the Landlord Tenant Act.
    - Examples: Giving a notice telling your landlord to stop entering your premises without permission and prior notice; Requesting a repair for an issue you did not cause; Contesting an improper rent increase.
- **Complaining or reporting to the government** about your landlord failing to substantially comply with laws, codes, or ordinances regarding maintenance or operation of the rental premises, IF the issue may be **dangerous to the health or safety** of a tenant.
    - Example: Reporting a structural problem to code enforcement when the landlord has failed to fix it.

What counts as retaliation?

A prohibited retaliatory act by a landlord is if the landlord **does or threatens to do** any of the following with the primary **intent to punish** or get even with a tenant:*

- Evicting or trying to evict a tenant
- Increasing the rent
- Reducing services provided to a tenant
- Adding rules or other obligations to a tenant

These are the examples listed in the law. Other things the landlord does to punish a tenant may also count as retaliation but are not treated quite the same, see below.

* Retaliation can also be a cause to sue your landlord independent of any eviction lawsuit, but that is beyond the scope of this packet.

Using retaliation as a defense

If your landlord has filed an eviction lawsuit against you for a retaliatory reason, you can raise this issue as a defense. Remember, this **does not work** if you are behind in rent that is properly owed or if the landlord has another valid reason to evict you. To assert retaliation as a defense, **list it in your Answer as a defense in the same way as described in Part 2** of this packet. Include a description of the facts that support your claim and attach any relevant documentation you have as Exhibits to the Answer.

The Presumption of Retaliation

Once you have asserted your rights in a protected manner as described in the “What acts are protected?” section**, there is a rebuttable presumption that any of the 4 listed actions* by the landlord in the next 90 days are retaliation.** This means the act is assumed to be unlawful and the landlord has the burden to show it was not. So if you write the landlord a notice demanding they fix the heat and they give you an

abnormal rent increase in the 90 days after that, you may have a claim of retaliation that is assumed by the court to be correct.

This presumption of retaliation is rebuttable. That means the landlord may be able to defeat your claim by proving (showing that it is more likely than not) that there was some other valid reason for the act you are claiming was retaliation. **If they do not prove another valid reason for their action, you should win the claim**. Some possible rebuttals could be:

- Stating in a notice of rent increase some reasonable grounds for the increase
- Showing that they raised multiple tenant's rent at the same time
- Demonstrating other lease violations or bad acts by the tenant
- Showing that it is not practical to make necessary repairs while the tenant remains in the premises

Other seemingly punitive acts by the landlord **do not get the presumption of retaliation**. In that case you have the burden to show that, more likely than not, the landlord did something with the intent to punish you. If you are successful, you should win your claim and, usually, the case.

Reasonable Accommodation Requests

A number of laws protect people with disabilities in their housing. These include the Americans with Disabilities Act ("ADA"), the federal Fair Housing Act ("FHA") and the Washington Law Against Discrimination ("WLAD"). Under these laws a tenant can make a request that a landlord provide a Reasonable Accommodation for their disability. These requests can have an important impact before and during your eviction lawsuit, including as a kind of defense and as a way to request extra time to move.

What is a disability?

For these purposes, a disability is **any physical or mental impairment that substantially limits one or more major life activity**. Here are some examples:

- A physical limitation on your mobility
- A condition making it hard for you to remember things or do things on time
- A condition that causes you to act in what some would see as a strange manner. This may include illness or addiction.

Requesting a reasonable accommodation outside of court

To request a reasonable accommodation, a tenant asks their landlord to modify or adjust something about their housing arrangement to enable a person with a disability to have an equal opportunity to enjoy their home and shared spaces at the premises. This request does not have to be in writing or state that it is a reasonable accommodation request, but **it is very helpful to put your request in writing and make it clear why you need the request** (keep a copy of the request for your records).

The request has some specific rules and limitations:

- The accommodation must be related to the disability
    - e.g., you generally cannot get a closer parking space as an accommodation for being hearing impaired.
- The accommodation cannot impose an undue financial or administrative burden on the landlord
    - The landlord may have to take on some costs, but you may have to pay for something expensive like a wheelchair ramp
- The accommodation must be otherwise reasonable
    - If a tenant has an untreated mental health issue making them a danger to those around them, a landlord likely does not have to provide an accommodation.
- You may need to verify your disability

- The landlord does not have the right to know your specific diagnosis, but you may need a medical provider or someone who is familiar with your disability to write a letter stating how your disability impairs a major life function.

If your landlord failed to allow an accommodation when you requested one before the lawsuit was filed, list "Failure to accommodate a disability" as a defense in your Answer and provide factual details and exhibits supporting your claim.

Requesting an accommodation at court

No law limits when a reasonable accommodation request can be made. Both Washington State and federal courts have recognized that an accommodation can be requested any time before a physical eviction (lockout) occurs. The Court in Washington has specifically ruled that stopping an eviction lawsuit may be an allowable burden on a landlord when considered against the benefits to the disabled person. On this basis, you may be able to request and receive an accommodation during an eviction lawsuit or at court.

You must make a specific request for a solution that suits your disability. Present your request to the landlord's attorney and the judge. You should be prepared to explain how your disability impacts your life in a way that is relevant to the case and the request you are making.

Examples of accommodation requests that come up in eviction cases:

- **More time to move out**
  - This is the most common accommodation request in an eviction case. Make this request if you do not have a defense to the landlord's claims against you, but you have some disability that makes it harder for you to move to a new home or to find a suitable home.
  - Make a request for an appropriate amount of time based on your condition. The judge will decide if extra time is appropriate and how much.

You may need to pay rent in the meantime depending on the length of time requested.

- **More time to fix a problem**
  - This is common in cases where the landlord is evicting for failure to clean an apartment, repair something broken by the tenant, or otherwise comply with a 10-day notice to comply or vacate. If you have a disability that makes it harder or slower for you to comply, it may be a reasonable accommodation for the landlord to allow you that extra time.
  - This request may be able to win the lawsuit for you, especially if the landlord was aware of your disability before and/or failed to provide an accommodation when one was previously requested.
- **Accommodation for behavior**
  - This is another potential defense. If a landlord tries to evict you because of a behavioral related disability, a request for a reasonable accommodation may stop the eviction case. This request requires the most creative approach to resolving the issue as the tenant needs to propose a course of action that allows the tenant and their neighbors to continue living in their homes without unduly disturbing each other, and which does not involve an overly burdensome cost or change in operations for the landlord.
    - A real life example: A tenant with an illness causing them to hallucinate and damage the walls of an apartment with a baseball bat was provided with a foam bat to prevent future damage. The tenant paid for repairs of the existing damage
    - Another possible example: A tenant with Tourette syndrome may need to install sound proofing to avoid disturbing neighbors.
  - Not everything must be accommodated, such as many dangerous behavior conditions. But if a tenant can show that the issue is being treated and controlled, an accommodation may be appropriate.

Part 8: After Your Case

Every eviction lawsuit ends one of two ways: the tenant is ordered to move out, or the tenant gets to stay. In either case, there are some things you will want to know to wrap things up and move on from this lawsuit.

Cleaning up your rental record

Whether you win your case or lose, the lawsuit will show up when a future landlord does a background check on you. Tenant screening companies check court records for eviction filings (unlawful detainer actions) and put those in the reports they sell to landlords, so the lawsuit hurts your rental record as soon as it is filed.

In Part 6 of this packet we went over how to request an Order of Limited Dissemination ("OLD"), which helps clean up your record. Win or lose, this is something you should discuss with the court. The OLD does not perfectly clean up your record, but it is the best option to make it much less likely that a landlord finds this case on a background check.

If you have an eviction on your record from a Washington lawsuit that is already finished, you can still ask for OLD. You can get a hearing to request this using a simplified form of the process described in Part 4 for getting your case back to court and using many of the same forms found at the end of this packet:

1. Ask the Court Clerk to find a civil case docket that you can set a motion on. Fill out a **Citation** for that docket, including the judge, date, and time.
2. Fill out the **Motion** and **Order of Limited Dissemination** forms.
3. File these 3 documents: Citation, Motion and a Copy of the Order (with the Order marked "[Proposed]" in the caption) with the Clerk's office.
4. **Serve the landlord** or their attorney with all 3 documents.
5. Go to your hearing and ask the judge to sign the Order.

If you get your OLD, screening companies should see it and stop reporting on your lawsuit, but this does not always happen. There is a **form letter you can send to tenant screening companies in the Forms section** at the end of this packet.

Judgments

If you lost your lawsuit, the court probably issued a monetary judgment against you. This is an official record that you owe the landlord money. It normally includes any rent and utilities you owed, plus court costs and attorney fees. The judgment will also include an interest rate to be applied to this debt.

Judgments do not automatically go on credit reports in Washington, but they can appear on a background check if your landlord reports the debt to a credit agency or if they turn the debt over to collections. The Order of Limited Dissemination does not prevent this and it can be a reason a prospective landlord rejects your application. You may be able to negotiate with your landlord to stop or delay credit reporting, but this is not always possible. Be aware of this issue when you are looking for housing.

The other danger of judgments comes from garnishment. This is rare in eviction cases but it does happen. Once your landlord or a collection agency has a judgment against you, they may be able to garnish your wages and/or your bank account. If they start garnishment, your employer or bank will begin automatically transferring a portion of your disposable income to the person/company you owe money to. A judgment also makes it hard to buy large things on credit because the one holding the judgment may be able to foreclose on a house or a car.

You can find more information on debt and garnishment here:
https://www.washingtonlawhelp.org/en/topics/debt/dealing-debt

To protect your credit, it is important to get rid of a judgment. This is often done by paying it off, negotiating a settlement with the landlord or collections agency, or through bankruptcy. Once the judgment is paid off, the other side is required to file a "Satisfaction of Judgment" to show the matter is done. Make sure you follow up to verify this gets done.

The Lockout Process and Timeline

If the landlord wins the lawsuit, they will receive an order for the sheriff to lock you out of the rental unit (Writ of Restitution). The landlord takes this Writ to the Sheriff's office and schedules a lockout (they also pay about $140 - $170 for this process). The sheriff does not reveal when exactly they have scheduled the lockout, but it can technically be any time at least **5 court days** (business days) after the order was issued. In Clark County, it would be **very unusual for the lockout to be that fast but it can happen**.

The judge in your case may have a general idea how many days/weeks out the Sheriff is scheduling lockouts. You can ask them and/or the attorneys present to get an estimated timeline.

If you negotiate a specific day to move out or the judge sets a specific day, the Writ the Sheriff receives will list the earliest day they can do the lockout. Keep a copy of the Writ in case there are any mistakes. The landlord cannot lock you out without the Sheriff and the Sheriff must receive and comply with the court order for your lockout.

Paperwork from the Sheriff

Before the Sheriff does a lockout, they put a packet of papers on your door. One of these papers will include a deadline for you to move out. This is normally set as 11:59 pm on a given date. Once the notice is posted on your door, you should act quickly to move out by that deadline. If you fail to do so, you risk being locked out of the housing unit.

What about your stuff?

The Sheriff's packet will also include a Storage of Personal Property form. If you want your landlord to store any of your property that is left in the rental unit at the time of the lockout, you must **fill out this form and return it to the landlord within 3 days**. If you don't return the form and then leave things in your unit, the landlord will put your things

on the nearest public property – normally the sidewalk – and leave them there. A landlord who received the form must store your property for 45 days. You may be charged for storage costs, but a landlord usually just wants to get rid of your things and will make arrangements with you for when you can pick your things up.

Part 9: Resources and Serice Providers

One of the most important things a tenant facing an eviction can do is reach out to organizations that provide resources or assistance to people facing housing challenges. Some of these groups may be able to provide rental assistance (see Part 5 for information on how to make a payment once a lawsuit has been filed). Some providers help with finding new housing, providing temporary shelter, or other useful assistance.

We cannot list all the resources that may be available and encourage you to look beyond this limited list. Check with any social service organizations you know such as: religious organizations, veterans groups, and community organizations.

It is recommended that you check on any opportunity available to you to reduce your expenses and check for assistance in areas not limited to rent. Examples include: food stamps, utility and medical expense assistance, transportation, job placement, and housing search services.

Please be understanding that even those programs with rent assistance services may or may not have funding available when you contact them.

Providers with Shelter and Other Services

- Council for the Homeless
    - The #1 place to check for rent assistance
    - Council for the Homeless is the primary entry point for housing services in Clark County. In addition to rent assistance, this is also the first place to check for emergency shelter.
    - The Housing Hotline – 360-695-9677
    - https://www.councilforthehomeless.org

- Share
  - Share operates housing and shelters programs as well as nutrition services. They also administer the Rent Well tenant education program
  - 360-448-2121
  - https://sharevancouver.org/
- Family Promise of Clark County
  - Family Promise provides a variety of services to families in need. They operate a shelter program as well as job assistance, help finding housing, and Rent Well classes.
  - 360-210-5165
  - https://www.familypromiseofclarkco.org/
- Janus Youth
  - Janus Youth serves homeless youth in the Portland area. They provide services and shelters for those ages 12-24. Sometimes they can provide rent assistance.
  - 503-233-6090
  - https://janusyouth.org/washington-state-services/
- Impact NW
  - A social service organization working to prevent homelessness and provide a safety net for families and young people.
  - 503-721-1740
  - https://impactnw.org/programs/housing-and-safety-net/
- Do Good Multnomah
  - Do Good provides shelters, housing, street outreach and behavioral health support. They have a focus on veterans, but also provide services to others. Do Good Multnomah operates one of Vancouver's Safe Stay locations.
  - 503-436-5757
  - https://www.dogoodmultnomah.org/

- Live Love Outreach
    - Live Love Outreach provides food and clothing services among other services. They operate both Safe Stay and Safe Park locations in Vancouver.
    - 360-944-3905
    - homewardbound@liveloveoutreach.com

- Outsiders Inn
    - This community organization provides shelter services, street outreach, and food services. They operate two of Vancouver's Safe Stay locations
    - 360-830-6647
    - https://www.outsidersinn.org/

Non-Shelter Services

- Bridgeview Resource Center
    - Bridgeview is a community center with over 30 partner organizations offering a wide variety of services including housing placement, employment, financial management, health, and education. They can sometimes also help with gas cards and bus passes.
    - 360-737-2950
    - https://www.bridgeviewresourcecenter.org/

- De Novo Services
    - De Novo provides a variety of services including financial support, transportation assistance, and help finding housing and work.
    - To qualify, you must have a diagnosed mental health condition and qualify for Medicaid.
    - 210-687-4018
    - https://www.denovostarts.com/

- Sakura 39ers Youth Association
    - This organization serves Clark County's Chuukese-speaking community. In addition to community programs, Sakura 39ers may be able to offer support with rent assistance resources
    - Sakura39ersyouth@gmail.com
    - https://sakura39ers.org/
- PICAWA
    - The Pacific Islander Community Association of Washington is a statewide organization serving Pacific Islanders. They have a local office and may be able to help with rent assistance and food distribution.
    - 360-284-7033
    - https://www.picawa.org/
- Saint Vincent De Paul
    - This organization provides a food pantry, clothing, and utility and rent assistance. Their rent assistance program is by phone only and is very busy on the mornings it opens. Check their website for information and dates for rent assistance.
    - 360-694-5388
    - https://www.svdpvancouverusa.org/rent-assistance
- Salvation Army
    - The Salvation Army provides a variety of services including a food pantry and rent assistance program when funding is available.
    - 360-448-2890
    - https://vancouver.salvationarmy.org/
- Native American Youth and Family Center (NAYA)
    - NAYA serves Native American members of our community in Vancouver and the Portland area. NAYA sometimes has rent assistance available. They also have food, clothing, and other housing stabilization programs.
    - 503-288-8177
    - https://nayapdx.org/

- Thrive2Survive
    - This organization conducts quarterly outreach events in Clark County. A wide variety of services are available at these large events. They also participate and provide services such as food, hygiene supplies, and other assistance at a variety of events throughout the year.
    - infoT@thrive2survivewa.org
    - https://thrive2survivewa.org/

FORMS

This section contains form pleadings that you can fill out to use in your case. Here are some tips for using these forms:

- Read carefully when filling them out. Look at each blank space for what you may need to fill in.
    - Everything you file with the court should have the names of the plaintiff and defendant as well as the case number on the first page.
- Everything you file with the court needs to include your signature and the date you signed it. Please also print your name near your signature.
- One of the forms is a **Blank Motion / Extra Page** with a caption and a signature line. You can use this as an extra page for your Answer, Declaration, or to write a Motion that is not provided in this packet.
    - Make sure you fill out the page number at the bottom of each page.
- There are a few things included here that are not motions and proposed orders:
    - A letter you can send to tenant screening companies along with an Order of Limited Dissemination.
    - An example and a template of a **settlement agreement**, called a **CR2A**.
        - There are many terms you and the landlord might discuss and include in a settlement agreement. We have included some common options and space to add others.
    - Examples of a **Summons** and a **Pay-or-Vacate notice**.
        - These show what this paperwork from a landlord should look like. The landlord's paperwork does not have to be exactly the same, but it should be mostly the same and include all the information provided in the examples.
    - A **cover page** for exhibits (evidence attached to your pleadings).
        - Make sure you add page numbers at the bottom of each page in your Exhibits section.

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IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____	Case No. _____
Plaintiff,	
v.	**Notice of Appearance**
_____	
Defendant(s)	

Notice of Appearance

1. **Appearance.** My name is: _____. I am filing this notice to appear in this case. I must be notified of any court hearings and receive copies of any papers filed in this case.

   I agree to accept legal papers for this case at the following address/es:

   _____
   Street or mailing address *city* *state* *zip*

   [ ] Email (*optional*): _____

2. **Proof of service.** I declare: on *(date)*:_____, I served or will serve a copy of this Notice of Appearance to the Petitioner / Plaintiff or their Attorney named above by (*check all that apply*):

   [ ] **hand delivery** [ ] **first class mail** [ ] **certified mail** to (*address*):

   _____
   Street or mailing address *city* *state* *zip*

   [ ] **fax** to: _____ [ ] **email*** to: _____
   *(*only if allowed by agreement, order, or your county's Local Court Rule*)

I declare under penalty of perjury under the laws of the State of Washington that the facts I have provided on this form are true.

Signed at *(city and state):* _____ Date: _____

▶ _____ _____
Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ **ANSWER**

Defendant _____ answers the complaint in this matter as follows:

1. **Admits** or **Denies** the statements in the following paragraphs:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

☐ More Pages Attached

2. **Lacks knowledge** to admit or deny the following paragraphs

AFFIRMATIVE DEFENSES:

☐ More Pages Attached

OFFSETS:

_____

_____

_____

_____

☐ More Pages Attached

Prayer for Relief

For the above reasons Defendant requests the court to dismiss this lawsuit and enter a judgment against the plaintiff(s) for any set-off, costs or attorney fees, and any other relief the court finds just and equitable.

Dated:_____

_____ _____

Defendant signs here *[Print name]*

Exhibit ___

_____

[Plaintiff]

v.

_____

[Defendant]

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____

_____ _____

Signed *[Print name]*

Page ___ of _____

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ CERTIFICATE OF SERVICE

I, _____, certify under penalty of perjury under the laws of the State of Washington that on [date] _____, I served true copies of the following documents:

_____

_____

On [list parties and/or attorneys served]:

_____

_____

By: [mark in option(s) were used]

☐ mailing it by U.S. Mail, postage-prepaid,

☐ first class

☐ certified ☐ return receipt requested

To their last-known address of:

_____

_____

☐ emailing it BY AGREEMENT to:

[EMAIL ADDRESS] _____

☐ faxing it BY AGREEMENT OR FOR A NOTICE OF APPEARANCE to:

[FAX NUMBER] _____

I declare under penalty of perjury under the laws of the State of Washington that the facts I have provided on this form are true.

Signed at *(city and state):* _____ Date: _____

_____ _____

Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ **Motion For Order Of Limited Dissemination**

I. Relief Requested

Comes now the Defendant, _____, and moves the Court to order that the Unlawful Detainer Action filed in the above captioned case be of limited dissemination, prohibiting tenant screening providers from revealing the existence of this case or using it to calculate a score for the Defendant as a renter.

II. Statement of Grounds

The Defendant asks the court to grant this order for the following reasons:

_____

_____

_____

III. Authority

This motion is brought pursuant to RCW §59.18.367 on the basis that one of the following conditions applies to this matter:

(a) Plaintiff's case was sufficiently without basis in fact or law;

(b) the tenancy was reinstated under RCW 59.18.410 or other law; OR

(c) other good cause exists for limiting dissemination of the unlawful detainer action.

Dated : _____.

_____ _____

Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ **[Proposed] Order Of Limited Dissemination**

This matter was presented before the court on _____. Having reviewed the record and files herein, the Court finds there is good cause to limit dissemination of this unlawful detainer action.

It is now therefore ORDERED that:

1. Dissemination of this action shall be limited pursuant to RCW 59.18.367.
2. Construction and enforcement of this order shall be consistent with RCW 59.18.367 and other applicable law.
3. A tenant screening service provider must not:

    (a) Disclose the existence of the unlawful detainer action in a tenant screening report pertaining to the defendant, or

\\

\\

(b) use the unlawful detainer action as a factor in determining any score or recommendation to be included in a tenant screening report pertaining to the defendant

Dated : _____

_____
Judge / Court Commissioner

Presented by:

_____ _____

Defendant signs here *Print name*

Date: _____

To:

_____
Name of tenant screening service provider

_____
Street address or PO Box

_____

_____
City, state and zip

And by email to: _____

Tenant Screening Service Provider:

The enclosed order for limited dissemination of an unlawful detainer case record has been entered on my behalf in the _____County Superior Court, Case No. _____.

Under RCW 59.18.367(3):

"When an order for limited dissemination of an unlawful detainer action has been entered with respect to a person, a tenant screening service provider must not: (a) Disclose the existence of that unlawful detainer action in a tenant screening report pertaining to the person for whom dissemination has been limited, or (b) use the unlawful detainer action as a factor in determining any score or recommendation to be included in a tenant screening report pertaining to the person for whom dissemination has been limited."

If you are contacted for a tenant screening report regarding me, do not disclose the existence of this unlawful detainer action in any report regarding me, or use the action as a factor in determining any score or recommendation pertaining to my rental application.

Thank you.

_____ _____
Sign here *Print name*

_____
Street address

_____
City, state and zip

_____
Phone number / Email - optional

WashingtonLawHelp.org
© Northwest Justice Project

Send a copy of your Order of Limited Dissemination and the above Letter to the "Big Three" credit screening agencies:

Experian PO Box 4500 Allen, TX 75013	Equifax PO Box 740256 Atlanta, GA 30374	TransUnion PO Box 2000 Chester, PA 19016-2000

It could also be helpful to send copies of your OLD and the Letter to screening companies, most of which use the "Big Three." This list is not guaranteed to include ever screener.

Agency			
AppFolio AppFolio Screening Consumer Relations 70 Castilian Drive Goleta, CA 93117 consumer.relations@appfolio.com screening.consumer.relations@appfolio.com	Landlord Protection Service Inc. 16625 Redmond Way, PMB #M-446 Redmond, WA 98052 Jerica@lpsdata.com	SafeRent Solutions Consumer Relations P.O. Box 3890 Coppell, TX 75019 consumersupport@SafeRentSolutions.com	Credco Consumer Services Dept P.O. Box 509124 San Diego, CA 92150
ACRAnet (Airfactz) 521 W. Maxwell Ave. Spokane, WA 99201 compliance@acranet.com	National Tenant Network mgohman@ntnonline.com	Screening Reports, Inc. 2900 Monarch Lakes Blvd, Suite 201 Miramar, FL 33027 disputes@screeningreports.com	Innovis PO Box 530088 Atlanta, GA 30353-0088
Contemporary Information Corp. (CIC) 3700 Crestwood Pkwy, #300 Duluth, GA 30096 expungehousing@cicreports.com	Orca Information, Inc. 120 E. George Hopper Rd., #108 Burlington, WA 98233 orca@orcainfo-com.com	Tenant Background Search support@tenantbackgroundsearch.com	LexisNexis Risk Solutions Inc. PO Box 105108 Atlanta, GA 30348
First Advantage Resident Solutions First Advantage Consumer Center P.O. Box 105292 Atlanta, GA 30348-5292 consumer.documents@fadv.com	RentGrow, Inc. RentGrow Consumer Relations 117 Huntington Avenue Suite 1703 #74213 Boston, MA 02115 information@rentgrow.com	One Source Technology compliance@asurint.com	Real Page, Inc. Attn: Leasing Desk Screening Consumer Relations 2201 Lakeside Blvd. Richardson, TX 75082
Global Verification Network PO Box 95258 Palatine, IL 60095-0258 service@globalver.com	SafeRent Solutions Consumer Relations P.O. Box 3890 Coppell, TX 75019 consumersupport@SafeRentSolutions.com	Background Investigations Inc. 7668 SW Mohawk St Tualatin, OR 97062	Rent Bureau PO Box 26 Allen, TX 75013
Rent Prep 1821 Como Park Blvd. Lancaster, NY 14086			

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ MOTION AND ORDER FOR REPAYMENT PLAN AND STAY OF PROCEEDINGS

MOTION

Comes now the Defendant, _____, and moves the Court to issue an Order to establish a repayment plan and stay proceedings in this matter under RCW 59.18.410(3). This motion is made pursuant the Court's discretionary power under the same statute to order a schedule of repayment for the rent, court costs, and attorney fees due to the Plaintiff, completion of which results in full restoration of the tenancy at issue in the above captioned matter.

This motion is based on the record and file in this matter and on the testimony of Defendant(s).

ORDER

This Motion having come on before the court on Defendant's motion and the Court having reviewed its files, having considered the evidence, and having heard argument from the Parties, now enters the following findings, conclusions, and ORDERS:

SECTION 1: **ORDER GRANTING MOTION FOR STAY OF PROCEEDINGS**:

This Court determines whether a stay is appropriate under the guidelines of RCW 59.18.410(3)(a) of the Washington Residential Landlord Tenant Act, (RLTA). The Court

may stay these proceedings "upon good cause and on such terms that the court deems fair and just for both parties". *Id*. The burden of proof in this proceeding is on the Defendant(s). RCW 59.18.410(3)(b).

In making a decision whether to stay the proceedings, this Court must consider evidence, if offered, of the following factors:

> (i) The tenant's willful or intentional default or intentional failure to pay rent; (ii) Whether nonpayment of the rent was caused by exigent circumstances that were beyond the tenant's control and that are not likely to recur; (iii) The tenant's ability to timely pay the judgment; (iv) The tenant's payment history; (v) Whether the tenant is otherwise in substantial compliance with the rental agreement; (vi) Hardship on the tenant if evicted; and (vii) Conduct related to other notices served within the last six months.

RCW 59.18.410(3)(a).

In this case, the Court heard testimony and reviewed evidence with respect to the following:

_____

_____

_____

_____

Based on the evidence presented, this Court finds the Defendant(s) has satisfied its burden of proof, and established good cause for entry of a stay of these proceedings. A stay of the proceedings would be appropriate, fair and just for both parties. Based on these findings, the Defendant(s)' Motion for Stay of Proceedings is:

☐ **GRANTED** (except as specifically set forth under the terms of any Payment Plan described below). The Defendant(s) is permitted to be reinstated in its tenancy pursuant to the terms of this Order.

☐ **DENIED**

* * * * * *

SECTION 2: **THE REIMBURSEMENT PLAN**:

Pursuant to RCW 59.18.410(3), a Court's stay of these proceedings must provide for satisfaction of the Plaintiff's Judgment and ongoing payments under the Rental Agreement so that the Parties' tenancy is restored within no more than 90

days from the date of this Order. This Court exercises its discretion when deciding upon one of the following two types of plans: (1). The Court may establish a Payment Plan for the Parties under RCW 59.18.410(3)(c); or, (2). The Court may direct the Parties to seek 'reimbursement' of the Plaintiff's Judgment through the Tenancy Preservation Program under RCW 59.18.410(3)(e), (subject to the Court's finding of Defendant(s)' eligibility, above). Having considered the argument of the Parties and the Court's file in this matter, this Court establishes the following plan for reimbursement of the Plaintiff:

☐ **Payment Plan**: The Parties shall follow the terms of the Payment Plan described in **Section 3** of this Order, below.

☐ **No Repayment plan is ordered**.

* * * * * *

Section 3 – Payment Plan Details

If the box for "**Payment Plan**" was selected in Section 2 of this Order, a Payment Plan is hereby established pursuant to RCW 59.18.410(3)(c) and the terms of this Order. In creating a Payment Plan under the RLTA, this Court is mindful of the following conditions established by RCW 59.18.410(3)(c):

a) "The court shall not stay the writ of restitution more than ninety days from the date of order". RCW 59.18.401(3)(c)(i).

b) "If the payment plan is to exceed thirty days, the total cumulative payments for each thirty-day period following the order shall be no less than one month of the tenant's share of the rent". *Id*.

c) "[T]he total amount of the judgment and all additional rent that is due shall be paid within ninety days." *Id*.

d) "Within any payment plan ordered by the court, the court shall require the tenant to pay to the landlord or to the court one month's rent within five court days of issuance of the order." RCW 59.18.401(3)(c)(ii).

e) "If the date of the order is on or before the fifteenth of the month, the tenant shall remain current with ongoing rental payments as they become due for the duration of the payment plan". *Id*.

f) "[I]f the date of the order is after the fifteenth of the month, the tenant shall have the option to apportion the following month's rental payment within the

payment plan, but monthly rental payments thereafter shall be paid according to the rental agreement." *Id*.

The Court bases its Payment Plan on the following information:

1. The amount of Plaintiff's Judgment to be paid by the Defendant(s) is $_____.

2. The amount of monthly "Rent" payable by the Defendant(s), as defined by RCW 59.18.030(25), and as described by the Rental Agreement, is $_____.

3. The Rent is due on the _____ of each month.

4. The last date for which Rent payable is reflected in the Judgment is _____.

5. The per diem rate of Rent for the Premises is $_____, (if applicable).

6. Other: _____.

Based on the above conditions and findings, the Court HEREBY ESTABLISHES THE FOLLOWING PAYMENT PLAN for the Defendant(s):

Payment Number	**Payment Amount**	**Payment Due Date**
1.	$ _____	_____
2.	$ _____	_____
3.	$ _____	_____
4.	$ _____	_____
5.	$ _____	_____
6.	$ _____	_____
TOTAL	$ _____	

The Defendant(s) shall deliver all payments to (choose one):

☐ **The Clerk of the Court.** The Clerk of Court is hereby directed without further order of the Court to remit any future payments made by the Defendant(s) to the Plaintiff(s); or,

☐ **The Plaintiff**: (Landlord), at _____
_____

The Court enters the following additional Orders:

1. Enforcement of the **Plaintiff's Judgment is stayed for a period of five (5) court days** following the date of entry of such Judgment. (If Judgment has been previously entered in this case, enforcement of the Judgment is further stayed by this Order for an additional five (5) court days following the date of this Order.)

2. Enforcement of any **Order for Writ of Restitution**, entered together with this Order or as previously entered by this Court, is **NOT STAYED** by this Order. The Plaintiff may obtain Writs of Restitution from the Clerk of this Court, and present such Writs to the Clark County Sheriff's Office for immediate processing; **PROVIDED**, **HOWEVER**, that the Plaintiff may not schedule the eviction and physical removal of the Defendants until a date that is at least five (5) court days following the date of the Order for Writ. Any Order for Writ of Restitution entered contemporaneously with this Order shall reflect the entry of this Payment Plan and shall indicate that that final execution on the Writ may not occur until after five (5) court days following the date of this Order. RCW 59.18.410(3)(c)(iii).

3. With the exception of the limited five (5)-day-stay described above, the County Sheriff's Office is directed upon request of the Plaintiff to schedule the eviction of the Defendant(s) in this matter, serve the Defendant(s) with notice of the eviction, and physically evict the Defendant(s) from the Premises in the normal course of the Sheriff's business. If the execution of the Writ of Restitution is not stayed by the Court at some later date, the Sheriff's execution of the Writ of Restitution shall proceed normally through final eviction of the Defendant(s), with the Sheriff's Office to then make normal return on the Writ pursuant to law. *See*, RCW 59.18.410(3)(c)(ii) and (iii).

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4. **IMPORTANT NOTICE TO DEFENDANT(S)**: **If the Defendant(s) timely makes the first payment due under the Payment Plan, the Defendant(s) may present an *ex parte* motion for stay of the Plaintiff's Judgment and Writ of Restitution without prior notice to the Plaintiff** pursuant to this Paragraph. The Defendant(s) motion shall include a declaration of proof of payment demonstrating full compliance with the required payment of a minimum one month's rent within five (5) court days of the date of this Order. Any 'order granting stay' proposed by the Defendant under this Paragraph shall require the Defendant to serve a copy of the order on the Plaintiff by personal delivery, first-class mail, facsimile, or email if agreed to by the parties. **It is the Defendant(s) responsibility to provide proper notice of any Order Granting Stay entered under this Paragraph to the Civil Department of the Sheriff's Office, or the eviction in this matter may proceed**. In the event the Plaintiff's Judgment and Writ of Restitution are stayed by the Defendant(s) pursuant to this Paragraph, the Judgment and Writ of Restitution shall remain stayed for 90 days following the date of this Order. The Writ of Restitution may be extended by this Court beyond the 90 days if necessary, and shall remain enforceable by further order of this Court.

5. If the Plaintiff's Judgment and Writ of Restitution are stayed pursuant to the previous Paragraphs, but the Defendant then defaults in the payment of any later amount due under the Payment Plan, the Plaintiff may avail itself of any remedies available including, without limitation, relief from the stay of the Writ of Restitution, and other remedies described in RCW 59.18.410(3)(c)(iii) and RCW 59.18.410(3)(e)(v).

6. If the Defendant(s) makes all payments under the Payment Plan as required, the tenancy which is the subject of this action shall be restored. The Plaintiff shall promptly contact the Sheriff's Office to notify the Sheriff's Office that the Writ of Restitution should be immediately cancelled. The Plaintiff shall file a Satisfaction of Judgment with the Clerk of Court within thirty (30) days of receipt of the final payment and shall provide a copy to the Defendant(s) by personal delivery, first-class mail, fax, or email if agreed to by the parties.

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7. Upon satisfaction of the Plaintiff's Judgment under this Section 3B, the Defendant(s) shall be entitled to this Court's Order limiting dissemination of this unlawful detainer case record with respect to Defendants pursuant to RCW 59.18.367(1)(b).

******

SECTION 4: **ADDITIONAL ORDERS**:

1. This Court retains jurisdiction of this action pending satisfaction with its terms.

2. _____

_____

_____

3. _____

_____

_____

ENTERED this _____ day of _____

_____

Judge/Court Commissioner

Presented on Date: _____.

_____ _____

Defendant signs here *Print name*

CR2A SETTLEMENT AGREEMENT

_____ v. _____
Plaintiff Defendant

Case No. _____

Date: _____

Parties: _____ ("Plaintiff")

_____ ("Defendant")

RECITALS

A. The Landlord filed a Complaint against the Defendant in the Superior Court for the County of Clark, Case No. _____.

B. Plaintiff is a landlord, and Defendant is a tenant, for the property located within Clark County, Washington, known as _____ _____[Address], which shall hereafter be referred to as "the premises."

C. The parties desire to enter into this Settlement Agreement in order to resolve this lawsuit as stated herein.

AGREED TERMS AND CONDITIONS

1. **Vacate date:**
   ☐ Defendant shall vacate the premises by _____ [time] on _____[date]. Vacation shall be complete when Defendant returns the keys to Plaintiff.

   OR

   ☐ The parties have agreed to continue the tenancy in

2. **Dismissal:** If Defendant vacates by the date and time listed above, Plaintiff shall dismiss this case with prejudice.

3. **Payment:**
   ☐ Financial issues are not addressed in this agreement.
   ☐ Defendant owes $_____ to Plaintiff, which amount includes rent, utilities and other charges through _____ [date]. Payment of this amount will occur as follows (not addressed by this agreement if left blank):
   _____

   _____

   _____

4. **Order of Limited Dissemination:** The parties ☐ **DO** / ☐ **DO NOT** stipulate to an Order of Limited Dissemination to protect Defendant's rental history. This order is to be signed concurrent with this agreement and filed by Defendant.

5. **Neutral reference:** If contacted by a prospective landlord for a rental reference on regarding Defendant, Plaintiff ☐ **AGREES** / ☐ **DOES NOT AGREE** to only provide a neutral reference. A neutral reference means the Plaintiff can only share the Defendant's dates of occupancy.
   - A neutral reference agreement does not apply in regards to other properties owned or operated by Plaintiff.

6. **Reporting of debt:**

   ☐ No Agreement

   ☐ Plaintiff shall not report the debt to credit agencies until after the Tenant has moved out.

7. **Other terms:**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

☐ More Pages Attached

Signed:

_____ Date:_____ _____ Date:_____
Plaintiff Plaintiff

_____ Date:_____ _____ Date:_____
Defendant Defendant

CR2A SETTLEMENT AGREEMENT

LENNY LANDLORD v. TERRY TENANT

Case No. _____

Date: August 1, 2024.

Parties: ("Plaintiff") Lenny Landlord

("Defendant") Terry Tenant

RECITALS

A. The Landlord filed a Complaint against the Defendant in the Superior Court for the County of Clark, Case No. 25-2-12345-06, which arose out of alleged acts or omissions by Defendant.

B. Plaintiff is a landlord, and Defendant is a tenant, for the property located within Clark County, Washington, known as 24 Main Street Vancouver WA 98888, which shall hereafter be referred to as "the premises."

C. The parties desire to enter into this Settlement Agreement in order to provide for resolution of this matter as stated herein.

AGREED TERMS AND CONDITIONS

1. **Vacate date:** Defendant shall vacate the premises by 11:59pm on August 15th, 2024. Vacation shall be complete when Defendant returns the keys to Plaintiff.
2. **Dismissal:** If Defendant vacates by the date and time listed above, Plaintiff shall dismiss this case with prejudice.
3. **Order of Limited Dissemination:** The parties stipulate to an Order of Limited Dissemination, to be signed at the execution of this agreement and filed by the tenant.
4. **Neutral reference:** If contacted for a rental reference on behalf of Defendant, Plaintiff shall only provide a neutral reference. A neutral reference means the Plaintiff can only share the Defendant's dates of occupancy.
5. **No reporting of debt:** Plaintiff shall not report the debt to credit agencies until after the Tenant has moved out.

Signed:

_____ Date:_____

Lenny Landlord

_____ Date:_____

Terry Tenant

EXAMPLE

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ MOTION TO STAY PROCEEDINGS

Relief Requested

Defendant_____, requested that the Court stay the execution of the writ of restitution issued in this matter on _____. Defendant also hereby requests that the court, pursuant to CR 60(e)(2) immediately issue an order to show cause why the relief asked for herein by Defendant should not be granted.

Facts

1. _____
   _____
   _____
2. _____
   _____
   _____
3. _____
   _____
   _____

4. The Clark County Sheriff's Office may have already begun the process of execution on the writ of restitution in this matter. The date of the final lockout is unknown and paperwork regarding this action ☐ has / ☐ has not been posted on Defendant's door.

Authority and Argument

1. _____
   _____
   _____

2. _____
   _____
   _____

3. _____
   _____
   _____

4. The request for an Order to Show Cause is supported by the directive found in CR 60(e)(2) regarding the effect of filing a motion to vacate: "Upon the filing of the motion and affidavit, the court shall enter an order fixing the time and place of the hearing thereof and directing all parties to the action or proceeding who may be affected thereby to appear and show cause why the relief asked for should not be granted."

5. The Court has authority to stay the execution of the Writ of Restitution pursuant to CR 62(b), which specifically provides that the Court has the discretion to grant a stay pending the disposition of a motion filed pursuant to CR 60. Cf. RCW 59.18.375(4)

Conclusion

For the above reasons Defendant moves the Court for the following relief:

1. To issue an Order staying the proceedings, including the enforcement of the writ of restitution in this matter.
2. To issue the requested Order to Show Cause.
3. At the show cause hearing, to vacate the previously-entered default order and judgment and quash the writ of restitution

Dated: _____

_____ _____

Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ ORDER TO STAY PROCEEDINGS [PROPOSED] (**Clerk's Action Required**)

This matter came on for hearing before the undersigned on the defendant(s)'s Motion to Stay Proceedings. The court having reviewed the motion and declaration;

It is HEREBY ORDERED as follows:

1. The Defendant and the Plaintiff in this action shall appear before Department ____, Judge _____ in the Clark County Courthouse, 1200 Franklin St, Vancouver, WA 98660 on _____ at _____ ☐ am / ☐ pm and show cause why the relief requested in the defendant's motion should not be granted.

2. Enforcement of the writ of restitution issued in this action for property located at _____, Clark County, Washington, _____ is STAYED until further order of the court.

3. The Defendant is authorized to serve a photocopy of this Order on the Sheriff in lieu of a certified copy.

4. A copy of the motion and declaration to vacate judgment and to stay enforcement of writ of restitution and this order shall be served on the plaintiff(s)'s attorney no later than _____, and, if necessary, the time for notice of hearing on this motion is shortened accordingly.

5. Other:

AND TO THE SHERIFF OF THE COUNTY OF CLARK, STATE OF WASHINGTON:

1. YOU ARE HEREBY DIRECTED to stay enforcement of the Writ of Restitution issued on _____ for the property at _____, Vancouver, Clark County, Washington, _____ until further order of the Court.

Dated:_____

_____
Judge

Presented By:

_____ _____
Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ **Declaration of Defendant**

I, _____, am a defendant in the above captioned action and make the following declaration;

1. _____
_____
_____
_____

2. _____
_____
_____
_____

☐ More pages attached

I declare under the penalty of perjury under the laws of the State of Washington the forgoing to be true and correct.

Signed: _____ at _____, _____ on _____.
City State Date

_____ _____
Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ CITATION **Clerks Action Required**

TO: THE CLERK OF THE COURT
AND TO: _____ Plaintiffs,

_____ attorney for Plaintiffs

The following matters in the above captioned cause will be brought on at the below time and date:

[List motions/pleadings to be heard]:

_____

_____

DATE:

TIME:

JUDGE:

LOCATION: Clark County Superior Court, 1200 Franklin St, Vancouver, WA

Dated: _____

_____ _____

Signature *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ MOTION TO SHORTEN TIME

I. Motion

1. Defendant, _____, moves the court for an order shortening time to hear Defendant's *Motion to Stay Proceedings*.

II. Basis for Motion

2. The writ of restitution in this case has already been granted to the opposing party. The Sheriff is going to arrive to vacate the premises _____. By the time the normal period for a hearing arrives, the defendant will have already been evicted.
3. The writ of restitution in this case was issued based on:

   _____

   _____

   _____
4. The Defendant asserts and declares as follows:

   _____

   _____

   _____

_____

_____

_____

_____

_____

_____

5. This motion is also based on the Declaration of _____.

Wherefore the Defendant moves the court to shorten the time hear their Motion To Stay Proceedings and grant the requested stay immediately pending further hearing or, in the alternative, set the matter for hearing within 5 court days.

Dated: _____

_____ _____

Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ Order to Shorten Time (**Clerk's Action Required**)

This matter came on before the Court on Defendant's Motion to Shorten time. The Court having reviewed the record and file herein, it is HEREBY ORDERED:

1. The *Motion to Shorten Time* to hear Defendant's *Motion To Stay Proceedings* is:

   ☐ GRANTED

   ☐ DENIED.

2. The Court has determined that Defendant's *Motion To Stay Proceedings:*

   ☐ Shall be brought on for hearing before Department ____, Judge _____ on _____ at _____am/pm.

   ☐ Will be granted immediately with further hearing on the underlying matter before Department ____, Judge _____ on _____ at _____am/pm.

3. Defendant shall make all reasonable efforts to inform counsel for Plaintiff of the hearing set by this Order and shall attempt notification and service of relevant pleadings by telephone, email, and fax if available.

4. Other Orders:

Dated: _____ _____
Judge/Court Commissioner

Presented by:

_____ _____
Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ ORDER TO VACATE WRIT AND JUDGMENT [Proposed] (**Clerk's Action Required**)

This matter came on for hearing before the undersigned on the defendant(s)'s Answer or Motion to vacate the writ of restitution. The Court having reviewed the motion and the record and file herein,

It is HEREBY ORDERED as follows:

1. The Writ of Restitution issued in this action for property located at _____, Clark County, Washington, _____ is Quashed.
2. The Order and/or Judgment entered in this action on _____ is Vacated.
3. This action is dismissed ☐ **with** / ☐ **without** prejudice on the following grounds:_____

_____

_____

4. The Defendant is authorized to serve a photocopy of this Order on the Sheriff in lieu of a certified copy.

5. Other: _____

_____

_____

_____

AND TO THE SHERIFF OF THE COUNTY OF CLARK, STATE OF WASHINGTON:

YOU ARE HEREBY DIRECTED to stay enforcement of the Writ of Restitution issued on _____ for the property at _____ _____, Vancouver, Clark County, Washington, _____

☐ **Permanently** / ☐ **Until further order of the Court**.

Dated:_____

_____
Judge

Presented by:

_____ _____

Defendant signs here *Print name*

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____ Plaintiff, v. _____ Defendant(s)	Case No. _____ MOTION and ORDER FOR DISMISSAL [Proposed]

MOTION

COMES NOW the defendant, _____, and moves the court for entry of an Order dismissing the above matter. This motion is based on the record and file herein. Dismissal is appropriate for the following reason(s).

- ☐ The parties have agreed to dismissal of this matter;
- ☐ Defendant paid all amounts due to the Plaintiff to the landlord or into the court registry pursuant to RCW 59.18.410;
- ☐ Defendant moved out prior to final judgment
- ☐ Defendant is not in unlawful detainer of the premises;
- ☐ Plaintiff has failed to prove some element of their case or has not complied with a procedural requirement;
- ☐ Other: _____

_____

_____

_____

_____

Dated: _____

_____ _____

Defendant signs here *Print name*

ORDER

This matter, having come before the Court and the Court having reviewed the record and file herein, it is hereby

ORDERED that this matter be dismissed

It is now therefore:

ORDERED, ADJUDGED AND DECREED that Plaintiffs' Complaint shall be and hereby is dismissed ☐ with / ☐ without prejudice.

DATED_____.

_____

Superior Court Judge

EXAMPLE PAY-OR-

VACATE NOTICE

To: _____
AND TO: _____
ADRESS: _____

FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES

You are receiving this notice because the landlord alleges you are not in compliance with the terms of the lease agreement by failing to pay rent and/or utilities and/or recurring or periodic charges that are past due.

(1) Monthly rent due for (list month(s)): $ (dollar amount)

AND/OR

(2) Utilities due for (list month(s)): $ (dollar amount)

AND/OR

(3) Other recurring or periodic charges identified in the lease for (list month(s)): $ (dollar amount)

TOTAL AMOUNT DUE: $ (dollar amount)

Note - payment must be made pursuant to the terms of the rental agreement or by nonelectronic means including, but not limited to, cashier's check, money order, or other certified funds.

You must pay the total amount due to your landlord within fourteen (14) days after service of this notice or you must vacate the premises. Any payment you make to the landlord must first be applied to the total amount due as shown on this notice. Any failure to comply with this notice within fourteen (14) days after service of this notice may result in a judicial proceeding that leads to your eviction from the premises.

The Washington state Office of the Attorney General has this notice in multiple languages as well as information on available resources to help you pay your rent, including state and local rental assistance programs, on its website at www.atg.wa.gov/landlord-tenant.

State law provides you the right to legal representation and the court may be able to appoint a lawyer to represent you without cost to you if you are a qualifying low-income renter. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at https://nwjustice.org/apply-online. For additional resources, call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-7111 for seniors (age 60

Example

and over). You may find additional information to help you at http://www.washingtonlawhelp.org. Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at https://www.resolutionwa.org.

State law also provides you the right to receive interpreter services at court.

OWNER/LANDLORD:_____ DATE:_____

WHERE TOTAL AMOUNT DUE IS TO BE PAID: __(owner/landlord name)___

_____(address)_____

Example

EXAMPLE SUMMONS IN PROPER FORMAT

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

_____	Case No. _____
Plaintiff,	
v.	**SUMMONS**
_____	
Defendant(s)	

THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.
YOUR **WRITTEN** RESPONSE MUST BE RECEIVED BY: 5:00 P.M., ON
_____

TO: _____[Defendant's Name]_____
_____[Defendant's Adress]_____

GET HELP: If you do not respond by the deadline above, you will lose your right to defend yourself or be represented by a lawyer if you cannot afford one in court and could be evicted. The court may be able to appoint a lawyer to represent you without cost to you if you are low-income and are unable to afford a lawyer. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at https://nwjustice.org/apply-online. For additional resources, you may call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over).

You may find additional information to help you at http://www.washingtonlawhelp.org. Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at https://www.resolutionwa.org.

Example

HOW TO RESPOND: Phone calls to your Landlord or your Landlord's lawyer are not a response. You may respond with a "notice of appearance." This is a letter that includes the following:

(1) A statement that you are appearing in the court case

(2) Names of the landlord(s) and the tenant(s) (as listed above)

(3) Your name, your address where legal documents may be sent, your signature, phone number (if any), and case number (if the case is filed)

This case □ is / □ is not filed with the court. If this case is filed, you need to also file your response with the court by delivering a copy to the clerk of the court at: ___[Clerk's Office/Address/Room number/Business hours of court clerk]___

WHERE TO RESPOND: You must mail, fax, or hand deliver your response letter to your Landlord's lawyer, or if no lawyer is named in the complaint, to your Landlord. If you mail the response letter, you must do it 3 days before the deadline above. Request receipt of a proof of mailing from the post office. If you hand deliver or fax it, you must do it by the deadline above. The address is:

. . . . . (Attorney/Landlord Name)

. . . . . (Address)

. . . . . (Fax - required if available)

COURT DATE: If you respond to this Summons, you will be notified of your hearing date in a document called an "Order to Show Cause." This is usually mailed to you. If you get notice of a hearing, **you must go to the hearing**. If you do not show up, your landlord can evict you. Your landlord might also charge you more money. If you move before the court date, you must tell your landlord or the landlord's attorney.

Dated: _____

_____

[Plaintiff's Attorney]

Example