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## LEGAL MEMO

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**The current eviction moratorium expires on June 30. On what date can lodging operators begin serving 7-day eviction notices?**

July 1, 2021, but only if the guest was residing in the hotel or motel for more than 30 days *after* March 1, 2020.

**Are there different legal considerations lodging operators need to be aware of for guests who have been on the property prior to March 1, 2020, vs. guests who took occupancy after March 1, 2020?**

Yes, "tenant" is defined to include persons residing in transient lodging, such as hotels or motels as primary dwellings, for 30 days or more *prior* to March 1, 2020. Such tenants fall under protections of the Residential Landlord-Tenant Act.

"Tenant" does not include any individual residing in a hotel or motel as their primary dwelling for more than 30 days *after* March 1, 2020, if the hotel or motel has provided the individual with a seven-day eviction notice, as prescribed by the recent legislation.

**What does the 7-day eviction notice look like?**

The recent legislation requires lodging operators to include the following information in the 7-day eviction notice substantially in the following form:

TO: \_\_\_\_\_

AND TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

### **SEVEN-DAY NOTICE TO PAY OR VACATE THE PREMISES**

You are receiving this notice because the hotel alleges you are not in compliance with the terms of your agreement by failing to pay charges that are past due:

**(1) Room (list date(s)): \$\_\_\_\_\_ (dollar amount)**

**AND/OR**

**(2) Other charges (list date(s)): \$\_\_\_\_\_ (dollar amount)**

**TOTAL AMOUNT DUE: \$\_\_\_\_\_ (dollar amount)**

**Note - payment must be made pursuant to the terms of your 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 the hotel within seven (7) days after service of this notice or you must vacate the premises. Any payment you make to the hotel must first be applied to the total amount due as shown on this notice. Any failure to comply with this notice within seven (7)

days after service of this notice may result in 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, including state and local rental assistance programs, on its website at [www.atg.wa.gov/landlord-tenant](http://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 Screening Line at 855-657-8387 or apply online at <https://nwjustice.org/apply-online>. For no-cost legal assistance, 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 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.

Hotel's Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

**WHERE TOTAL AMOUNT DUE IS TO BE PAID:**

\_\_\_\_\_ (hotel name)

\_\_\_\_\_ (address)

**Should lodging operators provide guests with any other information?**

The above example contains the information provided by the most recent legislation.

**Should lodging operators attempt to obtain some form of confirmation of receipt of the above information from the guest?**

Yes, lodging operators should keep a copy of the 7-day eviction notice served upon the guest, with the date and time of delivery noted on the copy.

**Once guests have been served an eviction notice, how long do they have before they need to leave the property?**

Guests have 7 calendar days from the date of service of the eviction notice (not counting the day served), to vacate the hotel or motel.

**What should lodging operators do if guests refuse to leave the property after they have been given an eviction notice?**

Lodging operators should seek legal advice from legal counsel to determine next steps for each case.

**Are there any other best practices to take into consideration to ensure lodging operators are going about the eviction process in compliance with state law and executive orders?**

If the guest is deemed a “tenant” (persons residing in transient lodging, such as hotels or motels as primary dwellings, for 30 days or more *prior* to March 1, 2020), the lodging operators will be deemed a “landlord” and must comply with the Residential-Landlord Tenant Act and the evictions/unlawful detainer statute to evict a tenant, and therefore, should seek legal counsel familiar with these laws.

If the guest is deemed a “tenant” the lodging operator may not impose late fees or other charges for a tenant’s nonpayment that became due between March 1, 2020, and six months following the Governor’s eviction moratorium.

If a tenant has remaining unpaid rent accrued between March 1, 2020, and six months following expiration of the Governor’s eviction moratorium or the end of the public health emergency, *whichever is greater*, the landlord must offer tenants a reasonable schedule for repayment of the unpaid amounts that complies with the following:

- Does not exceed monthly payments equal to one-third of the monthly charges owed;
- Does not require payment until 30 days after the repayment plan is offered to the tenant covers room rental only and not any late fees, attorney fees or other fees and charges;
- Allows for payments from many different sources of income and pledges by nonprofit organizations, churches, religious institutions, or governmental entities.

A reasonable payment plan may not be conditioned upon the tenant’s compliance with an agreement, payment of attorney fees, court costs and other litigation costs if the tenant defaults, a requirement that the tenant apply for governmental benefits or the tenant’s waiver of any notice rights prior to court-ordered eviction.

If the tenant fails to accept the terms of a reasonable repayment plan within 14 days of the offer, the landlord may proceed with an unlawful detainer action subject to any requirements under an eviction resolution program (“ERP) in the superior courts. Each ERP requires landlords to undertake efforts to engage tenants in pre-filing resolution efforts, including direct negotiation, facilitated conciliation services, and, upon agreement of both parties, formal mediation provided by the participating dispute resolution center (“DRC”).

Before filing an eviction/unlawful detainer lawsuit for nonpayment of rent, the landlord must provide a 14-day pay or vacate notice AND send “Notice Number 1” which is a request for a formal first meeting involving the two parties and DRC staff.

RCW 59.18.057 contains the prescribed form for the 14-day notice to pay or vacate:

TO: \_\_\_\_\_

AND TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

#### **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](http://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 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 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)

Notice Number 1 must provide the following information:

- contact information for the local DRC;
- contact information for the county's housing justice project or, if none, a statewide organization providing housing advocacy services for low-income residents;
- the following statement: "The Washington State Office of the Attorney General has this notice in multiple languages on its website. You will also find information there on how to find a lawyer or advocate at low or no cost and any available resources to help you pay your rent. Alternatively, you may find additional information to help you at <http://www.washingtonlawhelp.org>";
- the name and contact information of the landlord, the landlord's attorney, if any, and the tenant; and
- the following statement: "Failure to respond to this notice within 14 days may result in the filing of a summons and complaint for an unlawful detainer action with the court."

The landlord must retain proof of service of both notices. Upon receipt of the 14-day pay or vacate notice and Notice Number 1, the tenant has 14 days to voluntarily engage in the process. If the tenant does not respond to the initial contact, the landlord sends the tenant "Notice Number 2" which is another request to engage in the ERP program along with the above-listed information.

In addition, the landlord sends *copies* of the 14-day pay or vacate notice and Notice Number 2 to the participating DRC. The tenant has 10 days to respond to Notice Number 2. Once a landlord and tenant voluntarily enter into the ERP process, specialists will work with both parties and external partners to resolve the issue of non-payment and future payments. If resolution cannot be achieved, formal mediation will be offered to the landlords and tenants at no cost. The ERP process can be initiated by either the landlord or the tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the landlord is obligated to participate in the process. Once the Governor's eviction moratorium and any of its amendments or extensions expire, the ERP will require landlords to engage in pre-litigation conciliation efforts prior to filing an unlawful detainer action. During any unlawful detainer proceeding, the court must consider the tenant's circumstances, including any decreased income or increased expenses due to COVID-19, and the repayment plan terms offered during any unlawful detainer proceeding. It is a defense to an unlawful detainer action if the landlord did not offer a repayment plan or provide the required notices.

*\*The foregoing article does not constitute legal advice. Please consult your counsel to proceed in compliance with all applicable laws.*

