

Repayment Plans

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Repayment Plans under Moratorium

Proclamation 20-19.6



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Repayment Plan, Proclamation 20-19.6

Applies to:

- “Rent and other charges”
- Not paid
 - as a result of COVID and
 - during state of emergency
- Until Moratorium ends

Repayment Plan, Proclamation 20-19.6

Plan MUST have:

- MUST be reasonable “based on the individual financial, health, and other circumstances of that resident”
 - *Reasonableness is not defined*
 - *States it's best left to legislature to determine reasonableness*

Plan MUST NOT have:

- Not defined
 - *Left to legislature*

Repayment Plans

SB 5160

Section 4



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Repayment Plan, SB 5160 Sec. 4 (2)

Applies to:

- Unpaid rent accrued between March 1, 2020 and longer of
 - 6 mo. after eviction moratorium OR
 - End of public health emergency
- *Timeframe may be longer than for tenant protections under Sec. 3*

Repayment Plan, SB 5160 Sec. 4 (2), (3)

Plan MUST have:

- MUST have Reasonable schedule
- MUST apply to rent only (no other charges, late fees, etc.)
- MUST not exceed 1/3 monthly rent
- MUST allow for payment by nonprofits, etc.
- MUST be reasonable
 - “Court must consider the tenant’s circumstances” in assessing the repayment plan
 - *Not explicitly reasonable based on T circumstances, as with moratorium repayment plans, but some consideration is required*

Plan MUST NOT have:

- *CAN’T require payment until 30 days after offer*
- *CAN’T be conditioned on*
 - *Compliance with rental agreement*
 - *Paying ongoing rent is a condition of rental agreement*
 - *Payment of litigation fees if default*
 - *Application for gov. benefits*
- *CAN’T waive tenant rights*

Repayment Plan, SB 5160 Sec. 4 (2)

Landlord duties:

- “Must offer”
 - No offer, can’t evict
 - But only through moratorium+6 mo.
- Plan must be reasonable
- Choose between eviction OR mitigation money if tenant defaults

Tenant Duties:

- Accept a reasonable plan within 14 days
- Pay according to the plan (or face eviction)

What can tenants do?

MAKE A BUDGET

Be clear about their circumstances

- Working?
- Ongoing health concerns?
- Family members impacted?

Advocate for a plan that really works

- Most landlords (I'm told) would rather get their money than not, even if it takes longer

Apply for assistance

- Reasonable plans must allow for payment by assistance programs

Communicate in writing

- If you end up in court this can help the court assess reasonableness

Thank you!



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Tenant Protections Under SB 5160

Section 3



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Three Protections

NO LATE FEES OR OTHER CHARGES FOR UNPAID COVID RENT

NO REPORTING OF UNPAID COVID RENT OR EVICTION DUE TO SAME

NO MEDICAL HISTORY INQUIRY (without reasonable accommodation)

No Late Fees, SB 5160 Sec. 3 (1)

Applies to:

Covid related rent

- “rent that became due between March 1, 2020, and six months following the expiration of the eviction moratorium”
- March 1, 2020 to (est) December 31, 2021

Protections:

- No late fees
- No other charges
- *Related to covid related late/unpaid rent*

Reporting Unpaid Rent, SB 5160 Sec. 3 (2)

Applies to:

Covid related rent

- “rent that accrued between March 1, 2020, and the six months following the expiration of the eviction moratorium”
- March 1, 2020 to (est) December 31, 2021

Protections:

- Landlord can't report to prospective landlord
 - Nonpayment
 - Unlawful detainer based on nonpayment
 - *For Covid related timeframe (3/1/20 to 6 mo past moratorium)*
 - *Doesn't prohibit reporting to tenant screening company*
- Prospective landlord can't take adverse action if they find out

Medical History Inquiry, SB 5160 Sec. 3 (3)

Applies to:

- “Medical History”
- Includes “prior or current exposure or infection” with Covid
- Not limited to Covid related medical history
- Landlords and prospective landlords

Protections:

- Can’t ask about medical history
 - Unless it’s for Reasonable Accommodation or Modification
- Landlords can’t treat adversely due to medical history
 - Deny
 - Discourage
 - Otherwise make unavailable

Landlord Liability, SB 5160 Sec. 3 (4)

Applies to:

Both

- Landlords *and*
- Prospective landlords

- “Is liable” (not discretionary)

Protections:

- Violations of provisions for:
 - Late fees
 - Unpaid rent
 - Medical history
- Liability for up to
 - 2.5 times rent
 - And court costs
 - And attorney fees
- Amount must deter future violations

Thank you, again!

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