

# 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



# 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



# 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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