

# Stoel Rives Guide to Washington State Eviction Moratoria

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1. **HUD Moratorium on Foreclosures and Evictions.** On March 18, 2020, the U.S. Department of Housing and Urban Development issued [Mortgagee Letter 2020-04](#) directing mortgage servicers to stop all foreclosures (initiation and completion) and evictions for *single-family homeowners with FHA-insured mortgages* under all FHA Title II Single Family forward and Home Equity Conversion Mortgage (reverse) mortgage programs. The moratorium went into effect immediately and lasts for **60 days** (i.e., until **May 17, 2020**).

2. **Washington State Moratorium on Residential Evictions.** On March 18, 2020, Governor Inslee issued [Proclamation 20-19](#) imposing a *residential* eviction moratorium until **April 17, 2020**.

- a. *Residential* landlords are prohibited from:
  - i. *servicing* a 3- or 14-day *notice* (“notice to pay rent or vacate”) of unlawful detainer for *non-payment* of rent under [RCW 59.12.030\(3\)](#);
  - ii. *issuing* a 20-day *notice* (“notice to terminate”) for unlawful detainer under [RCW 59.12.030\(2\)](#) (this applies to termination of month-to-month tenancies), unless the landlord attaches an affidavit attesting that the action is necessary to ensure the health and safety of the tenant or other individuals; and
  - iii. *initiating judicial action* seeking a writ of restitution involving a dwelling unit if the alleged basis of the action is *non-payment* of rent. This prohibition includes any action under Chapters [59.12 RCW](#) (Forcible Entry and Forcible and Unlawful Detainer) as well as [59.18 RCW](#) (Residential Landlord-Tenant Act).
- b. *Local law enforcement* is prohibited from *servicing* or *otherwise acting* on eviction orders issued solely for *non-payment* of rent but may enforce orders of eviction issued for other reasons (e.g. waste, nuisance, or commission of a crime on the premises).

3. **King County Sheriff’s Suspension of Evictions.** On March 17, 2020 ([Notice #8](#)), King County Sheriff Johanknecht sent a letter to King County Superior Court Presiding Judge Rogers announcing that the Sheriff’s Office is “**temporarily suspending the service and enforcement of evictions until further notice**” and “until we are confident the threat of COVID-19 has dissipated and we have sufficient resources to resume civil evictions.” The Sheriff’s letter appears to apply to all types of evictions: *residential*, *commercial*, and *post-foreclosure*. Independent of the King County Sheriff’s actions, access to the King County Court system for evictions has already been significantly limited anyway:

- a. The King County Superior Court stayed all hearings, motions, and trials on *residential* eviction cases (not just for non-payment) until **April 17, 2020**. For the City of Seattle, all hearings on small business and nonprofit evictions are stayed until **May 3, 2020**. March 27, 2020 [Order #15](#).

- b. Until April 24, 2020, all civil motions must be heard without oral argument. While public health advisories are in effect, motions for default, motions for default judgment, and requests for entry of judgment and order to pay on writs of garnishment will be denied without prejudice. March 27, 2020 [Order #15](#).
- c. The King County Superior Court suspended all civil trials through **June 8, 2020**. When trials are resumed, the Court will prioritize criminal, dependency, and family law cases. March 27, 2020 [Order #15](#).

4. **City of Seattle Moratorium on Residential Evictions.** On March 16, 2020, the City of Seattle issued an [Emergency Order](#) imposing a moratorium on *all residential evictions* (i.e., not just those alleging non-payment of rent). This moratorium will continue for **60 days** (i.e., until **May 15, 2020**) or until the end of the “civil emergency” that was declared in Seattle’s Proclamation of Civil Emergency dated March 3, 2020, whichever is sooner.

- a. A residential landlord cannot initiate an eviction action, issue a termination notice, or otherwise act on a termination notice (including any action or notice relating to a rental agreement that has expired or will expire during the moratorium), unless the action is due to tenant’s actions constituting imminent threat to the health or safety of neighbors, the landlord, or the tenant’s or landlord’s household members.
- b. No *late fees* or other charges due to late payment can accrue during the moratorium.
- c. It is a defense to any eviction action that the eviction will occur during the moratorium, unless the eviction is due to tenant’s imminent threat to the health and safety of others.
- d. Courts may grant continuances for eviction hearings to be heard after expiration of the moratorium.

5. **City of Seattle Moratorium on Small Business Tenant Evictions.** On March 17, 2020, the City of Seattle also issued an [Emergency Order](#) imposing a moratorium on small business and nonprofit tenant evictions for non-payment of rent or due to the expiration of the lease’s term. This moratorium will continue for **60 days** (i.e., until **May 16, 2020**) or until the civil emergency ends, whichever is sooner.

- a. “*Small business*” means (per [RCW 19.85.020\(3\)](#)) any business entity (including a sole proprietorship, corporation, partnership, or other legal entity) that is owned and operated independently from all other businesses, and that has **50** or fewer employees per establishment or premises.
- b. “*Nonprofit*” means an entity that (1) is a “nonprofit corporation” under [RCW 24.03.005\(16\)](#) or a “public benefit nonprofit corporation” under [RCW 24.03.490](#); or (2) holds tax-exempt status under 26 U.S.C. § 501(c)(3).
- c. An owner of property may not evict, terminate the lease of, or terminate the right to possession of any small business or nonprofit tenant.
- d. An owner of property “shall endeavor to enter into a *payment plan*, or other *workout* agreement to assist a distressed small business or nonprofit in rent relief, including but not limited to the *deferred payment of rent*, *discount to rent*, or other strategies to address the economic disruption caused by the COVID-19 civil emergency.”

- e. No *late fees*, interest, or other charges due to late payment of rent can be charged during the moratorium.
- f. It is a defense to any eviction action for non-payment of rent that it would occur during the moratorium.
- g. Courts may grant continuances for eviction hearings to be heard after expiration of the moratorium.

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