

**IN THE SUPERIOR COURT
FOR THE COUNTY OF SKAGIT**

IN RE THE MATTER OF)
EVICTION RESOLUTION PROGRAM)
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_____)

WHEREAS, nearly one million people in Washington State have lost their jobs or have had employment hours severely curtailed because of the COVID-19 emergency which has made it impossible for many tenants to keep current in the payment of their rental obligations; and

WHEREAS, many landlords face hardship and significant lost of income due to the inability of tenants to keep current in their rent and the prohibition on evictions established by federal, state, and local eviction moratoria, as applicable; and

WHEREAS, many tenants currently face substantial arrearages and threat of eviction upon termination of federal, state, and local eviction moratoria, as applicable; and

WHEREAS, court operations have been substantially curtailed since March 2020 due to COVID-19 and this Court continues to face a substantial hearing backlog related to hearings and trials for civil, criminal, juvenile, and child welfare matters. Given the administrative backlog, the anticipated deluge of unlawful detainer filings presents a threat to the ability of this Court to timely hear and fairly decide such cases consistent with statutory deadlines, due process and mandated procedures; and

WHEREAS, state and local rent-assistance programs offer the opportunity for immediate assistance in addressing rent arrearages or portions thereof; and

WHEREAS, it is understood that that the local Dispute Resolution Center (DRC) and local housing justice project (HJP) operated by Skagit Legal Aid are prepared to assist tenants facing the threat of eviction and help tenants resolve that threat through non-judicial processes, including the Eviction Resolution Program (ERP); and

WHEREAS, the goal of the ERP is to divert unlawful detainer cases based on nonpayment of rent through effective and fair conflict resolution and alternative dispute resolution processes with the assistance of an impartial Eviction Resolution Specialist trained and provided by the appropriate DRC while ensuring tenants have access to community resources, including attorney representation through the local HJP, to reach a solution that stabilizes households through relationship building; and

WHEREAS, the success of the ERP depends on mandating its use in order to divert unlawful detainer cases from this court thereby ensuring all court dockets are managed effectively. The _____ (name of DRC contractor) has been contractually engaged by the Administrative Office of the Courts (AOC) on behalf of the Superior Court and is an integral component of the ERP.

WHEREAS, the Washington Supreme Court and the State Legislature recognized the authority of superior courts in Washington to implement eviction resolution programs for litigants to participate in prior to the filing of an unlawful detainer action in court, and to take all necessary steps to support such a program, including but not limited to, entering local orders and contracting with service providers; and

WHEREAS, the new Section 7 added to chapter 59.18 RCW requires the AOC to contract with dispute resolution centers as described under chapter 7.75 RCW within or serving each county to establish a court-based eviction resolution pilot program operated in accordance with Washington Supreme Court Order No. 25700-B-639 and any standing judicial order of the Skagit County Superior Court; and

NOW, THEREFORE, PURSUANT TO THE court authority to administer justice and to implement an eviction resolution program;

IT IS HEREBY ORDERED THAT:

1. **Certification of Participation in Eviction Resolution Program (ERP)** - A property owner, landlord, or other prospective plaintiff in a residential unlawful detainer action shall comply in good faith with the requirements of the Eviction Resolution Program (ERP) and must secure a Certification of Participation from the appropriate DRC before an unlawful detainer will be accepted for filing by the court. A copy of the Certification must be filed contemporaneously with the summons and complaint. A form of the Certification is attached hereto as **Exhibit A**.
2. **Notice Process** - Prior to filing a summons and complaint for unlawful detainer for the nonpayment of rent, the property owner, landlord, or counsel must comply with the following described tiered notice process in order to obtain a Certification of Participation.

In a case involving, either in full or in part, the nonpayment to rent, the property owner, landlord, or other prospective plaintiff in a residential unlawful detainer action shall provide the following notices and retain proof of service:

- a. **Notice of Right to Consult with Counsel** - The property owner or landlord shall provide the Notice of Right to Consult with Counsel Prior to and During Eviction Resolution Process in the form provided in **Exhibit B** which is attached hereto with the following described Tier One and Tier Two notices.
- b. **Tier One - Fourteen Day Notice** - The property owner or landlord shall deliver an initial notice ("Fourteen-Day Notice") to the tenant in person or by mail and retain proof of service. The Fourteen Day Notice shall include contact information for the statewide eviction defense line, the applicable DRC, Skagit

Legal Aid, and information regarding other rental assistance resources. A sample form of the Fourteen Day Notice is attached hereto as **Exhibit C**.

- i. The plaintiff shall serve the Fourteen Day Notice in English and Spanish.
- ii. Additionally, the plaintiff shall serve the Fourteen Day Notice in any other language that the plaintiff reasonably knows the tenant to prefer if a copy of the notice is available in that language on the Washington State Office of the Attorney General's website.

c. **Tier Two - Ten-Day Notice for Nonpayment of Rent Cases** - If the tenant does not respond to the property owner or landlord's initial notice within fourteen (14) calendar days for nonpayment of rent cases, the property owner or landlord shall deliver a second notice ("Ten-Day Notice") to the tenant. A sample form of the Ten-Day Notice is attached hereto as **Exhibit D**.

1. The plaintiff shall serve the Ten Day Notice in English and Spanish.
2. Additionally, the plaintiff shall serve the TenDay Notice in any other language that the plaintiff reasonably knows the tenant to prefer if a copy of the notice is available in that language on the Washington State Office of the Attorney General's website.

3. **Contents of Fourteen Day Notice** - The Fourteen Day Notice to the tenant must provide at least the following information regarding the eviction resolution pilot program:

- a. Contact information for the local DRC;
- b. Contact information for Skagit Legal Aid and the statewide organization screening tenants for eligibility for housing advocacy services for low-income residents;
- c. The name and contact information of the landlord, the landlord's attorney, if any, and the tenant; ad
- d. 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>;

- e. In regards to evictions for the nonpayment of rent, 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."

4. **Additional Requirements**

- a. The property owner or landlord shall serve the Fourteen Day Notice and the Ten Day Notice, if applicable, in English and Spanish.

- b. Additionally, the property owner or landlord shall serve the Fourteen Day Notice and the Ten Day Notice in any other language that the property owner or landlord reasonably knows the tenant to prefer if a copy of the notice is available in that language on the Washington State Office of the Attorney General's website.
 - c. The property owner or landlord may serve the Fourteen Day Notice and Ten Day Notice by email only if the tenant previously consented to receiving notices concerning the tenancy by email,
 - d. The property owner or landlord shall retain proof of service or mailing of the Fourteen Day Notice and the Ten Day Notice.
 - e. The time period provided by any Fourteen Day Notice or Ten Day Notice shall be calculated in accordance with Civil Rule 5(b)(7) and Civil Rule 6(e).
5. **Notice to Dispute Resolution Center and Skagit Legal Aid** - At the time of service or mailing of the Fourteen Day Notice, a property owner or landlord must also
- a. Send to the local DRC and Skagit Legal Aid copies of these notices and the tenant's last known contact information, including
 - i. address(es),
 - ii. telephone number(s),
 - iii. email(s), and
 - iv. preferred language (if known).
6. **Eviction Resolution Process** - The parties shall participate in the full process provided by the ERP including Tier One and Tier Two processes for nonpayment of rent cases if either party provides notice to the DRC. Information about these tiered processes is attached hereto as **Exhibit E** and incorporated herein by reference.
- a. **Nonpayment of Rent Cases** - The parties shall comply with the ERP including Tier One and Tier Two processes;
 - b. **Reasonable Repayment Plans** - Agreements involving rent that accrued between March 1, 2020, and six months after the expiration of the eviction moratorium, or the end of the public health emergency whichever is greater, cannot include the following:
 - i. Repayment schedule of the unpaid rent exceeding one third ($\frac{1}{3}$) of the monthly rental charges during the period of the accrued debt.
 - ii. Requirement that the tenant provides a payment until at least 30 days after the plan is offered to the tenant;
 - iii. Any late fees for the nonpayment of rent that accrued during this period, attorneys' fees, or any other fees and charges;
 - iv. Any restrictions on payments by the tenant to the landlord from any source of income as defined in RCW 59.18.255(5) or from pledges by nonprofit organizations, churches, religious institutions, or governmental entities;

- v. Any provisions or conditions upon:
 - 1. The tenant's compliance with the repayment agreement, payment of attorneys' fees, court costs, or other costs related to litigation if the tenant defaults on the rental agreement;
 - 2. a requirement that the tenant apply for governmental benefits or provide proof of receipt of governmental benefits; or
 - 3. the tenant's waiver of any rights to a notice under RCW 59.12.030 or related provisions before a writ of restitution is issued
 - c. **Cases involving issues that are not exclusively rent arrearages-** The DRC shall promptly provide notice to Skagit Legal Aid of any cases that are not exclusively nonpayment of rent. Mediation shall not commence or continue until the parties have the opportunity to consult with counsel about the additional issues.
 - d. **Subsequent Breach of Repayment Agreement** - If a tenant subsequently breaches an agreement entered into between the property owner or landlord and tenant due to nonpayment of rent, the property owner or landlord shall make a good faith effort to submit a landlord mitigation claim established within RCW 43.31.605 prior to filing a summons and complaint.
7. Failure of the property owner or landlord to comply with the conditions set forth in this Order shall preclude the property owner or landlord from seeking affirmative relief from the Court.