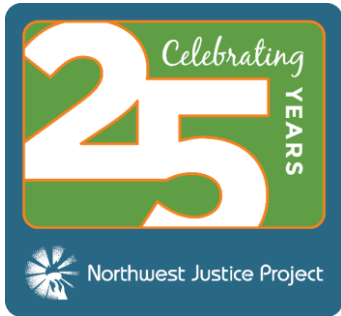


# Education Event for Property Owners and Managers in Bellingham

August 9<sup>th</sup>, 2022

4:00-5:30 pm

# Today's Presenters



Nicole Murray  
David Henken  
Attorneys, Eviction  
Prevention Unit



Kate Bartholomew,  
Development  
Specialist II



Mia Gover,  
Lead Eviction  
Resolution Specialist



Lorena Shah,  
Assistant Director of  
Community Programs

## Topics we'll cover

- State landlord-tenant law
- Federal housing law
- Relevant City of Bellingham ordinances
- Resources for landlords and tenants:
  - Mediation
  - Rental assistance
  - Damage mitigation program

- Put questions in the chat, we'll hold all questions to the end.
- We welcome your questions about the topics covered here, but we cannot give legal advice about your unique situation.



# Questions?

# Washington State Landlord / Tenant Law

David Henken, Attorney, Northwest Justice Project

# Legal Information vs. Legal Advice



Photo credit: British Broadcasting Corporation (BBC.com)

# Revised Code of Washington: “The RCW”

**WASHINGTON STATE LEGISLATURE**

**Legislature Home**

- House of Representatives
- Senate
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**RCWs > Title 59**  
**RCW Dispositions** [PDF](#)  
**Title 59 RCW**  
**LANDLORD AND TENANT**  
**Chapters**

- 59.04** Tenancies.
- 59.08** Default in rent of forty dollars or less.
- 59.12** Forcible entry and forcible and unlawful detainer. ←
- 59.16** Unlawful entry and detainer.
- 59.18** Residential landlord-tenant act. ←
- 59.20** Manufactured/mobile home landlord-tenant act. ←
- 59.21** Mobile home relocation assistance.
- 59.22** Office of mobile/manufactured home relocation assistance—Resident-owned mobile home parks.
- 59.24** Rental security deposit guarantee program.
- 59.28** Federally assisted housing.
- 59.30** Manufactured/mobile home communities—Dispute resolution and registration.

# Revised Code of Washington: “The RCW”



## WASHINGTON STATE LEGISLATURE



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RCWs > Title 59 > Chapter 59.12

**Complete Chapter** [HTML](#) [PDF](#) | [RCW Dispositions](#)

### Chapter 59.12 RCW

#### FORCIBLE ENTRY AND FORCIBLE AND UNLAWFUL DETAINER

#### Sections

|                      |                     |                  |                                                                                      |
|----------------------|---------------------|------------------|--------------------------------------------------------------------------------------|
| <a href="#">HTML</a> | <a href="#">PDF</a> | <b>59.12.010</b> | Forcible entry defined.                                                              |
| <a href="#">HTML</a> | <a href="#">PDF</a> | <b>59.12.020</b> | Forcible detainer defined.                                                           |
| <a href="#">HTML</a> | <a href="#">PDF</a> | <b>59.12.030</b> | Unlawful detainer defined.                                                           |
| <a href="#">HTML</a> | <a href="#">PDF</a> | <b>59.12.032</b> | Unlawful detainer action—Compliance with RCW <b>61.24.040</b> and <b>61.24.060</b> . |
| <a href="#">HTML</a> | <a href="#">PDF</a> | <b>59.12.035</b> | Holding over on agricultural land, effect of.                                        |
| <a href="#">HTML</a> | <a href="#">PDF</a> | <b>59.12.040</b> | Service of notice—Proof of service.                                                  |
| <a href="#">HTML</a> | <a href="#">PDF</a> | <b>59.12.050</b> | Jurisdiction of proceedings.                                                         |
| <a href="#">HTML</a> | <a href="#">PDF</a> | <b>59.12.060</b> | Parties defendant                                                                    |

# Revised Code of Washington: “The RCW”

## **Some key sections in Washington’s Residential Landlord Tenant Act:**

- RCW 59.18.030: Definitions\*
- RCW 59.18.060: Duties of Landlord
- RCW 59.18.130: Duties of Tenant
- RCW 59.18.150: Landlord’s Right of Entry
- RCW 59.18.257: Screening of Prospective Tenants
- RCW 59.18.363 – 410: Unlawful Detainer actions\*
- RCW 59.18.640: Indigent Tenants (Right to Counsel)\*\*
- RCW 59.18.650: Eviction of Tenant \*\*

# RCW 59.18.640: “Right To Counsel”

**Under RCW 59.18.640, indigent residential tenants who are being sued for unlawful detainer are entitled to an attorney, provided by the state.**

- This right exists regardless of the basis for the unlawful detainer
- The right is triggered by service of Summons upon the tenant (filed or unfiled)
- The court will delay the eviction process, if necessary, for an attorney to be appointed to represent the tenant (WCSC Standing Order 21-2-001-37)

# RCW 59.18.650: Eviction of Tenant

**RCW 59.18.650 provides detailed NEW requirements for terminating a residential tenancy.**

- Prior to the COVID pandemic, most residential landlords had no duty to continue a tenancy after expiration of the lease
  - “Month to month” agreements could be terminated on 20 days’ notice without any reason being given
  - “Fixed-Term” agreements (e.g. 1 year leases) could be written so they ended without further notice at the end of the term
- Under RCW 59.18.650, a landlord cannot terminate without a separate written notice. Often, a “just cause” is required to terminate.

# Resource: WashingtonLawHelp

WashingtonLawHelp.org

Maintained by



Northwest Justice Project

[Legal Topics](#) ▾ [Legal Directory](#) ▾ [Self-Help Forms](#) [Get Legal Help](#) [Eviction Help](#) [About Us](#)

Search for Your Issue



If you're facing eviction, you can [apply for legal help](#) and [look for rent assistance](#).



## Self-Help Forms

[Answer a Lawsuit for Debt Collection](#)

[Ask the Court to Waive Your Filing Fee](#)

[File for Divorce](#)

[>View all forms](#)

## Choose a Topic:



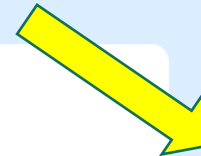
### Family

[Divorce/Separation](#), [Parenting Plans/Custody](#),  
[Child support](#), [Contempt of court](#), [More Topics](#)



### House & Apartment

[Eviction](#), [Tenants' rights](#),  
[Homeowners / Foreclosure](#),  
[Homelessness / Shelters](#), [More Topics](#)



# Resource: Washington State Bar Association (wsba.org)



FOR LEGAL PROFESSIONALS   FOR THE PUBLIC   NEWS & EVENTS   myWSBA   WSBA STORE

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# Resource: Washington State Bar Association (wsba.org)



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| Email      | <input type="text"/>             | City                     | <input type="text"/>                 |
| Phone      | <input type="text"/>             | Zip Code                 | <input type="text"/>                 |
| TDD        | <input type="checkbox"/>         | Status/U.S. Jurisdiction | <input type="text" value="Any"/>     |
| Committees | <input type="text" value="Any"/> | WA County                | <input type="text" value="Whatcom"/> |
| Sections   | <input type="text" value="Any"/> | Country                  | <input type="text" value="Any"/>     |

# FAIR HOUSING LAW

Nicole Murray, Attorney, Northwest Justice Project

# WHAT IS FAIR HOUSING LAW?

Fair Housing laws protect the right of all people to be free from discrimination in the rental, sale, financing, or advertising of housing

# FAIR HOUSING LAWS

## **FEDERAL-**

- Fair Housing Act (FHA)
- section 504 of the Rehabilitation Act
- Americans with Disabilities Act (ADA)

## **STATE-**

- Washington Law Against Discrimination (RCW 49.60)
- Residential Landlord Tenant Act (RCW 59.18)

# ANY ACTION OR RULE WITH A DISCRIMINATORY EFFECT IS PROHIBITED

A practice has a discriminatory effect where it *actually* or *predictably* results in a disparate impact on a group of persons, because of membership in a protected class.

***\*Intent to discriminate is not required***

# WHO DOES IT PROTECT?

## PROTECTS AGAINST DISCRIMINATION BASED ON...

Race

Color

Religion

National Origin

Sex

Familial Status

Disability

Creed

Marital Status

Sexual Orientation

Veteran/Military Status

Section 8

Political Ideology

Gender Identity

Age

Ancestry

Victim of DV

# WHO DOES IT APPLY TO?

## **ENTITIES**

Owners

Property Managers

Real estate brokers or agents

Lenders

Advertisers

Homeowner Associations (HOAs)

Public Housing Authorities

Social Service Agencies

Maintenance

Contractors

Neighbors

## **TYPES OF HOUSING**

Apartments

Condominiums

Houses

Rooming houses

Shelters

Transitional Housing

College Residence Halls

Mobile home parks

Empty lots

# ACTIVITIES SUBJECT TO FAIR HOUSING LAWS

Rental  
Sales  
Lending  
Appraisals  
Insurance  
Advertising

Rental applications & screening  
Rules & regulations  
Coercion, intimidation, threats, or  
interference in the provision of housing  
Evictions  
Fees

# FAMILIES WITH CHILDREN

## **Housing providers must:**

Rent to families with children (except HOPA)

Integrate families with children throughout the complex  
(no segregation)

Set reasonable occupancy standards

No surcharge for children

Establish rules that do not target children

Count child support as income

# SOURCE OF INCOME DISCRIMINATION

Housing providers may not discriminate against renters or potential renters based on their source of income

# SOURCE OF INCOME DISCRIMINATION

## **A LANDLORD CANNOT-**

- Refuse to rent to someone because of the source of their income (SOI)
  - EXCEPTION: their SOI requires the unit to pass inspection AND it will cost more than \$1,500 to fix up the property to pass inspection AND landlord cannot or will not get money from landlord mitigation program to pay for repairs
- Charge someone more rent than someone who does not get public benefits
- Tell a prospective renter the unit is not available when it is, because of his/her SOI
- Advertise a property for rent only for tenants with certain types of income
- End a tenant's lease or evict tenants just because they now get public benefits.
- Treat a tenant who receives public benefits differently than any other tenant who does not get benefits

# PROTECTED SOURCES OF INCOME

## **INCLUDE-**

- Federal, state, and local public benefits, such as Social Security, Veteran's benefits, retirement, Temporary Assistance to Needy Families (TANF) or Aged, Blind and Disabled (ABD)
- Rent subsidies from federal, state or local housing programs, such as the Section 8 voucher program or Housing and Essential Needs (HEN)
- Short-term rental assistance

# DISABILITIES MUST BE ACCOMMODATED

**A person is considered to have a disability if they:**

- have a physical or mental impairment that substantially limits one or more major life activities;
- have a record of such impairment; or
- are regarded as having such an impairment

# REASONABLE ACCOMMODATIONS & REASONABLE MODIFICATIONS

**Requests for reasonable accommodation or modification must be (1) necessary and (2) reasonable**

## **Reasonable Accommodation-**

- a change in a rule, policy, practice, or service that may be necessary to allow a person with a disability the equal opportunity to use and enjoy a dwelling
- paid for by the *housing provider*

## **Reasonable Modification-**

- physical changes to a dwelling or common area, necessary for a resident to use and enjoy these spaces
- paid for by the *tenant*, unless modifications required to meet minimum accessibility standards

# NECESSARY ACCOMMODATIONS

- **Frees** the tenant from a rule, policy, or practice that interferes with the person's right to use and enjoy the dwelling.
- **Enhances** the tenant's quality of life by ameliorating the effects of the disability.
- **Enables** the tenant to satisfy the essential requirements of tenancy the same as a non-disabled person can.

# ACCOMMODATION MUST BE REASONABLE

**An accommodation is *unreasonable* if it causes-**

- An undue financial or administrative burden
  - Considering: cost, benefit to tenant, financial resources of the provider, and availability of a less expensive accommodation that is equally effective.
  - Some cost or financial burden on provider is to be expected.
- A fundamental alteration of the nature of the business or program
- Direct threat to the health and safety of other tenants or employees

# COMMON REASONABLE ACCOMMODATION

- Waiving No Pet Policy and/or pet fees to accommodation service animal or emotional support animal
- Explaining what is in the lease agreement and what the rules of the complex are
- Providing a reserved parking stall
- Transferring from upstairs unit to ground floor
- Early release from lease
- Providing tenant written information vs. verbal
- Meeting in an accessible location

# EVALUATION OF REQUEST FOR REASONABLE ACCOMMODATION OR MODIFICATION

- Whether a requested accommodation is necessary and reasonable is determined on a case-by-case basis
- Each request is considered separately, without regard to prior or future requests.
- If housing provider finds reasonable accommodation or modification request is not reasonable, they must engage in interactive process to determine if another RA is feasible.
- Failure to agree to a feasible alternative, or failure to engage in the interactive process, constitutes a denial of the request.

# City of Bellingham Ordinances

Kate Bartholomew, Development Specialist

Department of Planning & Community Development

# Ordinance 2018-02-004

- Took effect on March 12, 2018.
- Adds three protections for renters in Bellingham:
  1. Cannot refuse to rent to a tenant based on source of income.
  2. Requires 60-day notice of rent increase of increases of ten percent or more.
  3. Requires 60-day notice to vacate for month-to-month tenants.



# 60-day Notice: Rent increase

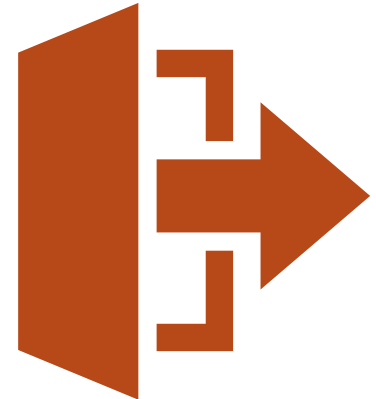
- BMC 6.12 was enacted to increase protection for renters by providing for a 60-day notice of a substantial rent increase.
- Landlord's who wish to raise a tenant's rent by ten percent or more must give a 60-day written notice of rent increase.
- Any rent increase that does not comply with this ordinance is unenforceable.
- Landlords should include this provision in each rental agreement and lease.



**≥10%**

# 60-day Notice: Termination

- BMC 6.13 was enacted to increase protection for month-to-month renters whose tenancies are terminated without cause.
- Landlords must give month-to-month tenants 60-day written notice to terminate tenancies.
- In case of eviction, the 60-day notice Affirmative Defense may be asserted by a month-to-month tenant who receives a no-cause termination notice – regardless of what the rental agreement states.



# Whatcom Dispute Resolution Center

Overview of WDRC Services, Landlord-Tenant Mediation and the  
Eviction Resolution Pilot Program

# Why We're Here

- 501 c(3) nonprofit
- Founded in 1992
- Designated under RCW 7.75 as Whatcom County's Dispute Resolution Center in 1993
- Committed to meeting the evolving needs of our community members



# Who We Are

## Vision

For Whatcom County to be a community in which people approach conflict in creative and healthy ways.

## Mission

To provide and promote constructive and collaborative approaches to conflict

## Values

- Impartiality
- Accessibility
- Empowerment
- Collaboration
- Communication
- Integrity



# Our Services

## Conflict Intervention

- Mediation
- Facilitation
- Conflict Coaching
- Restorative Practices
- Supervised Visitation



## Conflict Prevention

- Adult Education  
(community classes and custom workshops)
- Youth Program  
(Juv. Court, schools, community agencies)



# Landlord-Tenant Mediation Services

- Long history of serving landlords and tenants in Whatcom County.
- Under RCW 7.75, Dispute Resolution Centers provide conflict resolution services to resolve disputes.
- Anyone in Whatcom County can contact our office to request community mediation services.
- Examples of landlord-tenant disputes that we help resolve include:
  - Improve communication
  - Create a mutually agreeable move-out plan
  - Address behavior issues
  - Discuss security deposits
  - Address lease agreements
  - Address property damage
  - Improve relationships
  - And more!

# Eviction Resolution Pilot Program

- Washington State launched the Eviction Resolution Pilot Program (ERPP) in 2021 to address disputes about rent owed before an unlawful detainer (eviction) is filed in Court.
- The ERPP was developed by the state Superior Court Judges' Association in partnership with the state Office of Civil Legal Aid, Dispute Resolution Centers, and other stakeholders, at the direction of the Washington State Supreme Court, codified by the Washington State Legislature, and supported by the Governor and the Administrative Office of the Courts.
- Codified in [Senate Bill 5160](#) and influenced locally by [Whatcom County Standing Order 21-2-001-37](#).
- The statute can now be found under [RCW 59.18.660](#).

# Eviction Resolution Pilot Program

- This is a two-year pilot program that applies to rent that became owing March 1, 2020 or later and goes through June 30, 2023.
- The program creates an avenue for tenants and landlords to access –
  - conflict resolution services
  - rental assistance
  - legal aid
- These services help to address and resolve nonpayment of rent before an unlawful detainer action (eviction) can be filed due to the unpaid rent.
- Communicate through informal and formal processes from conciliation to mediation.
- WDRC serves as an impartial facilitator
- We bring parties together in dialogue and help create solutions that work for them.

# Who can access the program?

- Whatcom County tenants and landlords can access the Whatcom County ERPP run by our center.
- The ERPP is offered at no charge to the tenant and landlord.
- We provide *confidential* services in *multiple languages* and *regardless of immigration status* to all affected community members.
- Due to the design and requirements of the program, ERPP must be initiated by the landlord when they wish to pursue an unlawful detainer (eviction) due to nonpayment of rent.
- Tenants cannot initiate ERPP but can access our Community Mediation services.

# How does the program work?

- Through June 30, 2023, landlords **must** give tenants the option to participate in ERPP before filing an unlawful detainer (eviction) case in court due to nonpayment of rent.
- Landlords start the process by serving an ERPP Notice and Resource Information form along with a 14 Day Notice to Pay or Vacate to tenants with rent owed in Whatcom County. Landlords *concurrently* send a completed copy of the ERPP Notice and 14 Day Notice to Pay or Vacate to the WDRC ([erpp@whatcomdrc.org](mailto:erpp@whatcomdrc.org)) to initiate the ERPP process.
- The ERPP Notice and Resource Information form can be found on the [Washington State Office of the Attorney General website](#) and is available in multiple languages.
- An impartial, third-party Eviction Resolution Specialist staff member will contact the tenant(s) to invite participation in the program.

# How does the program work?

- Tenants may accept or decline ERPP services.
- Once a tenant accepts services, the WDRC schedules a mediation session for the landlord and tenant to negotiate with the support of an impartial mediator.
- The WDRC provide conciliation services leading up to the mediation.
- Upon reaching an agreement, the WDRC issues a copy of the agreement to both landlord and tenant and closes the case.
- If a tenant declines services or the WDRC is unable to contact the tenant at the end of 14 days, the WDRC issues a certificate which the landlord may use to file an unlawful detainer action (eviction) with the Court.
- If the process is not successful, the WDRC issues a certificate which the landlord may use to file an unlawful detainer action (eviction) with the Court.

# For Landlords

- ERPP begins when you serve your tenant(s) and send the WDRC an ERPP Notice along with a 14 Day Notice to Pay or Vacate. Please send only one ERPP Notice per email. Batch notices will not be accepted.
- According to RCW 59.18.630, you are required to provide a reasonable rent repayment offer to their tenant through at least December 31, 2021(six months after the expiration of the eviction moratorium or the end of the public health emergency).
- A tenant may voluntarily engage in the process within 14 days. If a tenant responds to a notice and accepts services, you are obligated to participate in the process.
- In Whatcom County, you must include a WDRC certificate demonstrating your participation in the program when filing an unlawful detainer case for nonpayment of rent in Court
- Tenants and landlords are encouraged to seek legal advice.

# For Tenants

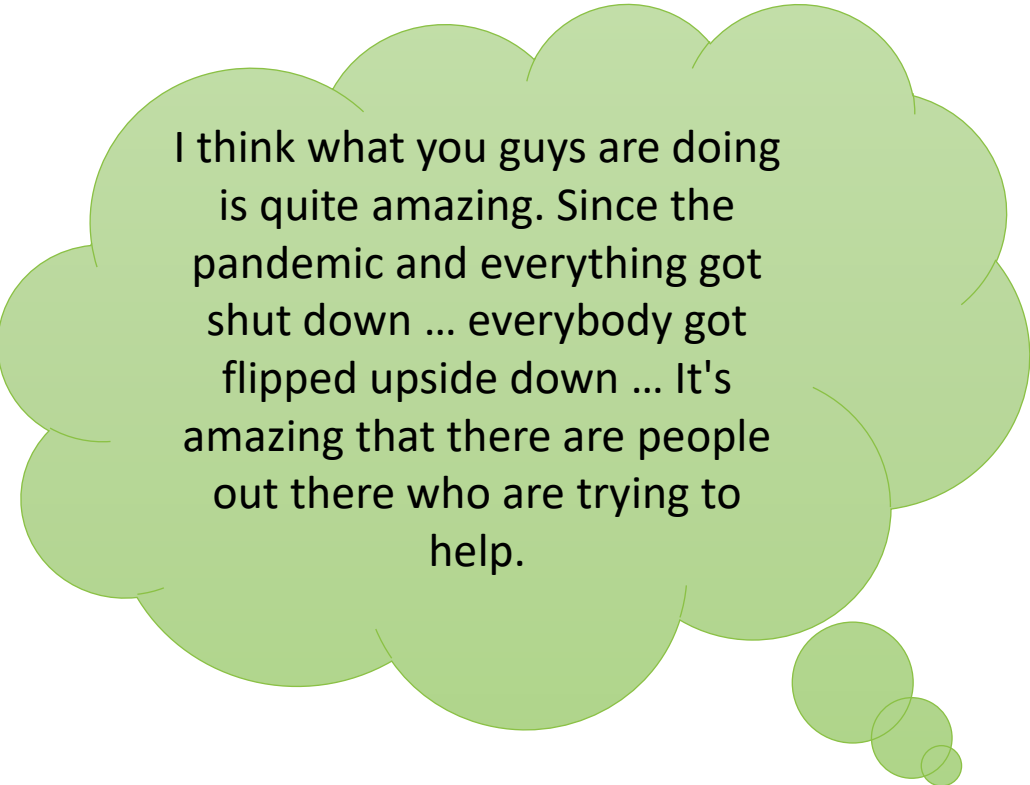
- If you receive an ERPP Notice, contact the WDRC right away.
- Our staff and impartial mediators will help you talk with your landlord about rent owed, and help you access rental and legal assistance.
- If you're behind on rent, consider how you can help your landlord understand your financial situation in order to make a payment plan work for you.
- If you do not participate in the ERPP, or if you and your landlord do not come to an agreement through the ERPP, your landlord may file an unlawful detainer (eviction) action.
- Tenants and landlords are encouraged to seek legal advice. Legal help may be provided free of charge.

# Eviction Resolution Pilot Program Results

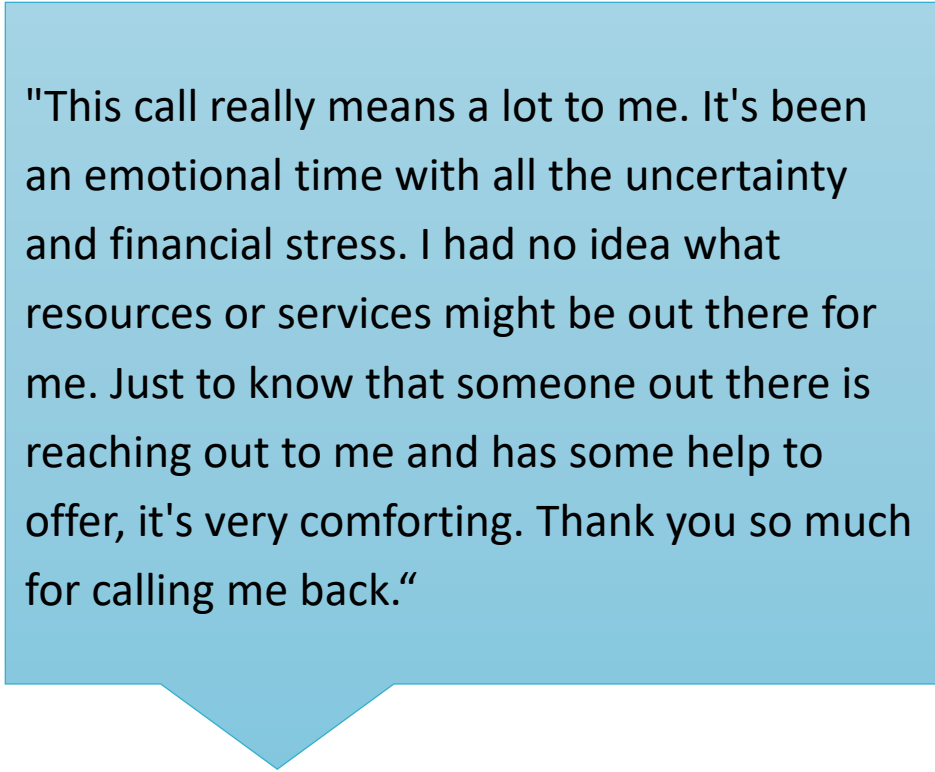
We've received over 1,700 ERPP Notices since October 1, 2021, with a 90% contact success rate (tenant(s) engaged in services) and a **96% resolution rate** when tenants engaged in services.

# Eviction Resolution Pilot Program Results

## Some tenants recently shared –



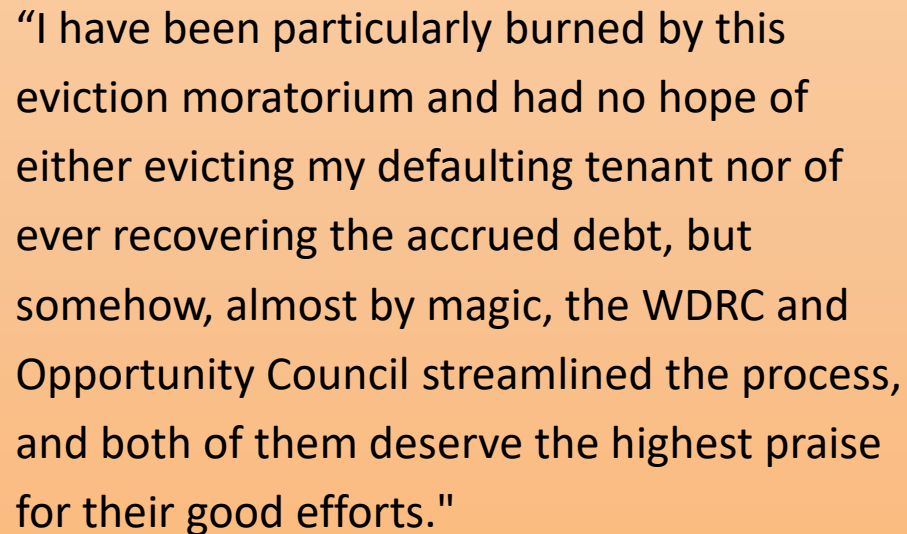
I think what you guys are doing is quite amazing. Since the pandemic and everything got shut down ... everybody got flipped upside down ... It's amazing that there are people out there who are trying to help.



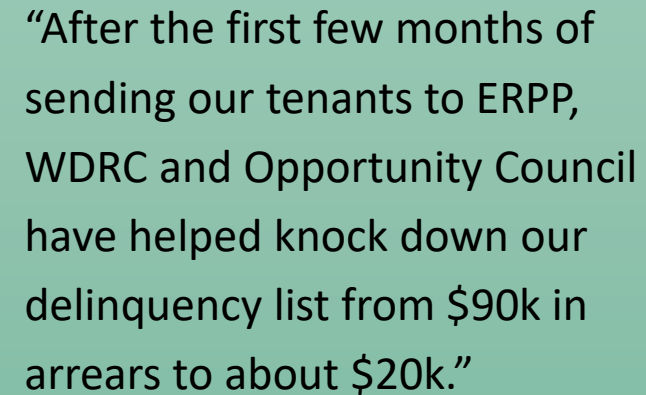
"This call really means a lot to me. It's been an emotional time with all the uncertainty and financial stress. I had no idea what resources or services might be out there for me. Just to know that someone out there is reaching out to me and has some help to offer, it's very comforting. Thank you so much for calling me back."

# Eviction Resolution Pilot Program Results

## Some landlords recently shared –

An orange speech bubble with a tail pointing towards the right.

"I have been particularly burned by this eviction moratorium and had no hope of either evicting my defaulting tenant nor of ever recovering the accrued debt, but somehow, almost by magic, the WDRC and Opportunity Council streamlined the process, and both of them deserve the highest praise for their good efforts."

A teal cloud-shaped bubble with a tail pointing towards the left.

"After the first few months of sending our tenants to ERPP, WDRC and Opportunity Council have helped knock down our delinquency list from \$90k in arrears to about \$20k."

# Eviction Resolution Pilot Program

**We welcome and encourage landlords and tenants to contact us and learn more about how ERPP can help you.**

It is our honor and privilege to partner statewide and locally to develop and provide a service that is meeting emergent needs. We are eager to help reduce stress and strain, divert potential cases from Court, and support housing stabilization for landlords and tenants alike, throughout the County.

# Contact us

**Contact us to learn more about how our services can support your situation:**

[erpp@whatcomdrc.org](mailto:erpp@whatcomdrc.org)

Mia Gover, Eviction Resolution Specialist

[mia@whatcomdrc.org](mailto:mia@whatcomdrc.org) or (360) 676-0122 ext. 115

Ramona Garcia Slagle, Community Mediation Case Manager

[ramona@whatcomdrc.org](mailto:ramona@whatcomdrc.org) or (360) 676-0122 ext. 114

Gayle LaCroix, Mediation Program Manager

[gayle@whatcomdrc.org](mailto:gayle@whatcomdrc.org) or (360) 676-0122 ext. 122

# Opportunity Council Rental Assistance



# Rental Assistance Program

CARES

**ERAP 2.0**

T-RAP 1.0

**ERAP 1.0**

T-RAP 2.0

Distributed over \$22 million dollars since April 2021

# Rental Assistance Program

**Rental Assistance is the federal and Washington state governments' response to the emerging need for rental assistance due to the pandemic.**

**Program goals are:**

- ✓ **Prevent evictions.**
- ✓ **Promote equity in who is served, with focus on equity for groups who historically have not been provided equitable access to rent assistance and those who have been disproportionately been impacted by the COVID-19 pandemic.**

**Available:**

**Funding sunsets June 30, 2023.**

# Rental Assistance Eligibility Criteria

Households must meet the initial screening criteria:

- ✓ Currently owe all, or part of a rent payment since March 1, 2020 AND still occupying residence (must be currently behind on rent)
- ✓ Household income at or below 80% of Area Median Income (AMI), *example: 80% annual AMI for a 1 person household in Whatcom County in 2022 is \$50,800 (average over last 60 days OR income from calendar year 2020).*

United States citizenship is NOT an eligibility requirement of this program.

# Rental Assistance Allowable Expenses

- Rent assistance can include a combination of rent arrears, current rent, and up to 3 months of future rent payments. Rent assistance can not exceed 150% Fair Market Rent (FMR), *example in Whatcom County in 2022 150% FMR for a 2 bedroom is \$1,881.*
- Utility assistance can include utility arrears, current utility payments and future utility payments.
- Other Housing Costs assistance can include expenses such as rental fees and reasonable accrued late fees that are detailed in the lease agreement.

# Community Outreach and Partnerships

## **Northwest Youth Services**

- Subgrantee serving Whatcom youth (18-24 year old) and provides focused outreach to Whatcom County youth regarding Rental Assistance.

## **Community to Community Development's Promotora Program, Hearing Speech & Deafness Center, Lummi Nation, Nooksack Tribe**

- Partnership with Opportunity Council's Outreach Lead to facilitate access to Rental Assistance services for historically marginalized populations.

## **Whatcom Dispute Resolution Center**

- Accept referrals for Rental Assistance for those in ERPP

# How to Apply -Tenant

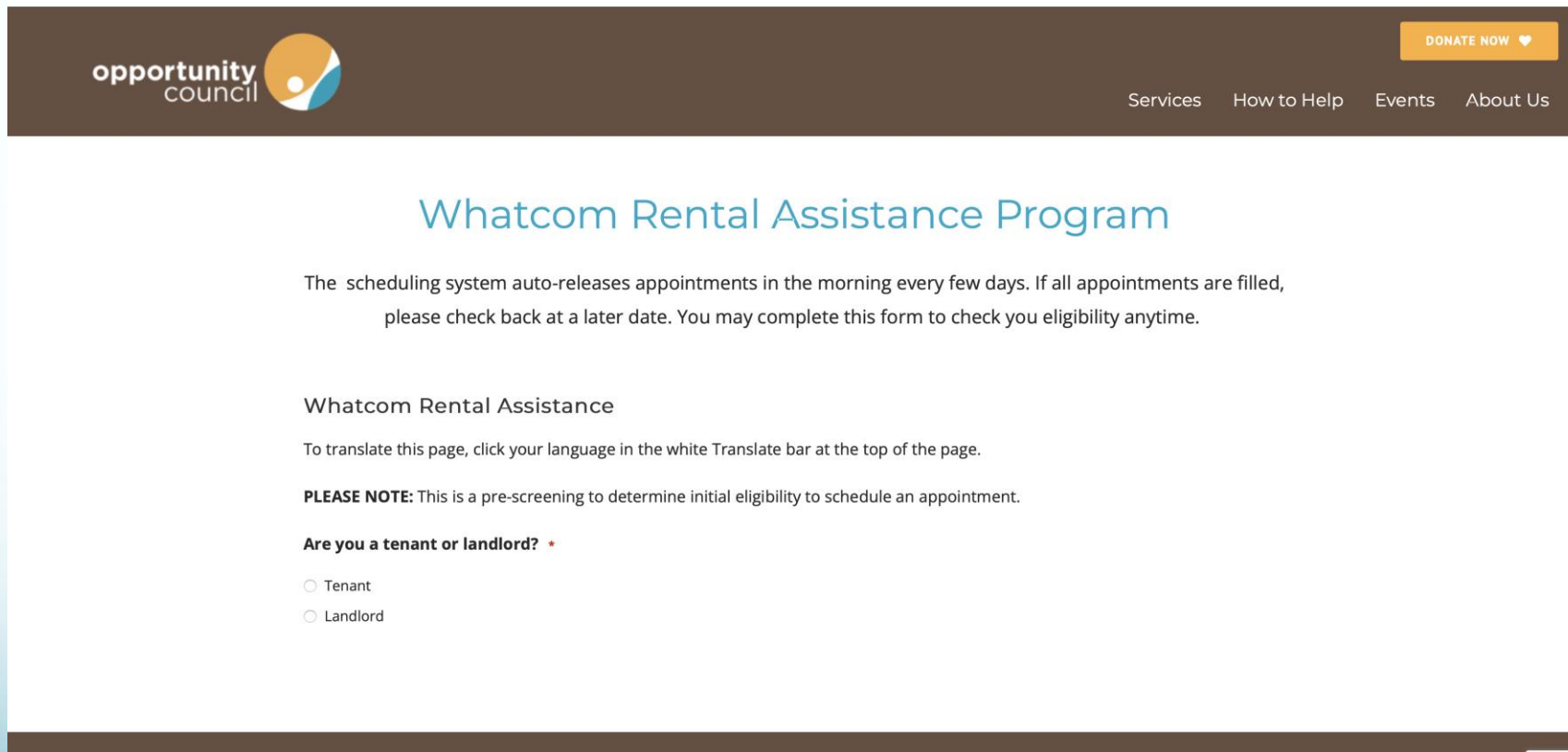
- Whatcom Rental Assistance online scheduling at <https://www.opppco.org/basic-needs/housing/help-with-rent/>. Appointments are first come first serve.
- NEW! Rental Assistance Scheduling & Information Line Monday-Thursday 9am-12pm & 1pm-4pm & Friday 9am-12pm 360-746-3826

OR

- Appointment Scheduling-Accommodation Request Form can be downloaded at <https://www.opppco.org/basic-needs/housing/help-with-rent/> or the form can be requested via the Rental Assistance Scheduling & Information Line

# How to Apply – Landlord Initiated

- Whatcom Rental Assistance online scheduling at <https://www.opppco.org/basic-needs/housing/help-with-rent/>.



The screenshot shows the top of a web browser displaying the Opportunity Council website. The header is dark brown with the Opportunity Council logo on the left, a "DONATE NOW" button with a heart icon on the right, and a navigation menu with links for "Services", "How to Help", "Events", and "About Us". Below the header, the page title "Whatcom Rental Assistance Program" is centered in blue. The main content area is white and contains the following text: "The scheduling system auto-releases appointments in the morning every few days. If all appointments are filled, please check back at a later date. You may complete this form to check you eligibility anytime." This is followed by the heading "Whatcom Rental Assistance" and the instruction "To translate this page, click your language in the white Translate bar at the top of the page." A "PLEASE NOTE" section states: "This is a pre-screening to determine initial eligibility to schedule an appointment." The form begins with the question "Are you a tenant or landlord?" followed by two radio button options: "Tenant" and "Landlord".

opportunity council

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## Whatcom Rental Assistance Program

The scheduling system auto-releases appointments in the morning every few days. If all appointments are filled, please check back at a later date. You may complete this form to check you eligibility anytime.

### Whatcom Rental Assistance

To translate this page, click your language in the white Translate bar at the top of the page.

**PLEASE NOTE:** This is a pre-screening to determine initial eligibility to schedule an appointment.

**Are you a tenant or landlord?**

☐ Tenant

☐ Landlord

# How to Apply – Landlord Initiated

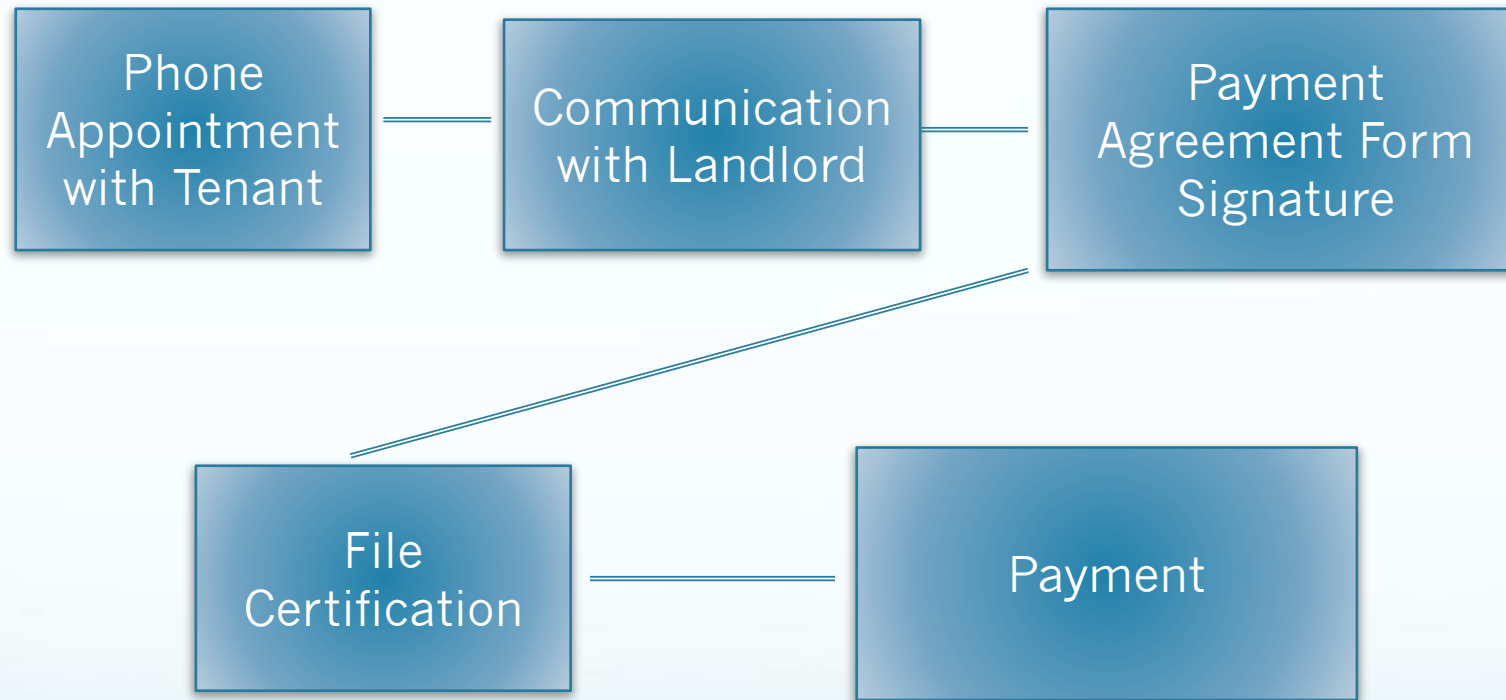
## Whatcom Rental Assistance Program

The scheduling system auto-releases appointments in the morning every few days. If all appointments are filled, please check back at a later date. You may complete this form to check you eligibility anytime.

Thank you submitting a Landlord Initiated Rental Assistance Request for the Whatcom Rental Assistance Program.

- Please submit one form for each tenant property (1 per household).
- Please submit form only one time.
- We will contact your tenant in the order we have received your submission.
- Appointments may be up to 8 weeks out, depending on scheduling availability.
- Tenants will have five (5) business days to respond to our contact attempt.
- If we are unable to make contact or your tenant does not pass our initial screening, you will receive a notice stating we were unable to schedule your tenant.
- If we are able to schedule your tenant, you will receive a notice stating when the your tenant's phone appointment will be.

# Application Process



# Landlord Agreements

| 5. Landlord, property manager/owner, or person authorized to accept payment:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------|
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           | Name on check should be made out to: |
| Payment Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |                                      |
| City/State:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Zip Code: | Phone number:                        |
| <input type="checkbox"/> W-9 required for payment, please submit with this form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |                                      |
| <p><i>As the Landlord, property manager/owner, or person authorized to accept payment, I certify the above information is true and will abide by the agreements below from the signing of this agreement and all applicable provisions of WA State landlord-tenant law.</i></p> <ol style="list-style-type: none"><li>1. Accept \$_____ as full satisfaction of any rent and late fee* balance owed for the months paid by the program. (See section 2b. for months covered). Per RCW 59.18.285, late fees may only be charged if included in a written rental agreement.</li><li>2. Agree that no new late fees* or additional charges will be made for the months covered.</li><li>3. Agree rent will not increase for the household described above for at least six months.</li><li>4. Agree <u>not to invoke</u> RCW 59.18.410(3)(d) to prohibit a tenant ability to seek relief provided by that section if any of the notices to pay or vacate were served prior to the signing of this agreement.</li><li>5. Agree to <u>not terminate or refuse to renew the above household's tenancy until after six months</u> unless: (a) a household member materially violates the terms of the lease; (b) a household member is creating a significant and immediate risk to the health, safety, or property of others; or (c) at least 90 days' written termination notice is provided to the household based on the Landlords intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property.</li><li>6. Agree to submit lease agreement upon request, <b>if available</b>.</li><li>7. Agree to repayment of these funds if I do not fulfill the terms of this agreement.</li></ol> <p><small>* RCW 59.18.620(1) prohibits landlords from charging late fees for rent that was due "between March 1, 2020, and six months following the expiration of the eviction moratorium." The "eviction moratorium" that SB 5160 refers to is Proclamation 20-19.6, which expired on June 30, 2021. Six months from that date is December 31, 2021.</small></p> |           |                                      |
| Landlord Print Name/Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           | Date:                                |

# Commerce Landlord Damage Relief Program

- Provides landlords with an incentive and added security to work with tenants receiving rental assistance/subsidy.
- Offers up to \$1,000 and up to fourteen days' rent loss to the landlord in reimbursement for some potentially required move-in upgrades.
- Offers up to \$5,000 in qualifying damages caused by a tenant during tenancy.
- <https://www.commerce.wa.gov/serving-communities/homelessness/landlord-fund-programs/landlord-mitigation-program/>
- <https://deptofcommerce.app.box.com/s/sdnhaoqcpc1tb0dnpbsbanqrbfqgro1m>

# Thank you!

Lorena Shah, Assistant Director of Community Programs

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- A NEW landlord resource, hosted by WWU.
- A central place to go for resources, trainings, and networking.
- Visit <https://wp.wwu.edu/offcampusliving/net-work-of-whatcom-housing-providers/>



Whatcom  
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Housing  
Professionals

- We are sorry we couldn't get to your question!
- Check back on:  
[cob.org/services/housing/landlord-tenant/landlord-tenant-resources](https://cob.org/services/housing/landlord-tenant/landlord-tenant-resources)



# Unanswered Questions?