



# Eviction and Your Defense

Instructions and Forms

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## Introduction

### Should I use this?

**Yes, if** you are a tenant - you rent the place you are living in. Landlords must follow certain rules when they want a tenant to move out. This packet explains

- when/why your landlords can evict you
- how the eviction process works
- what to do if your landlord tries to evict you
- how to defend yourself in court against an eviction

### Important Information:

- It is illegal for your landlord to lock you out, turn off your utilities, or take your property, **no matter what**. If your landlord does any of these things, you can sue him/her. Our publication called [My Landlord Locked Me Out: What Can I Do?](#) Has more information.
- You must keep all notices and documents your landlord gives you AND a copy of anything you send your landlord.

Get something to keep your records in. Keep in your file:

- your lease or rental agreement
- your security deposit receipt
- your list of damages that were in the unit when you moved in (“Condition Check-In List”)
- rent receipts and cancelled checks
- your landlord's address and phone number
- any notices or documents your landlord sent you
- copies of all letters or documents you send your landlord

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❖ In Washington, an eviction lawsuit is called an “Unlawful Detainer Action.”

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## Does my landlord need a reason to ask me to move out?

It **depends** on the kind of rental agreement you have. There are two main types:

### Month-to-month rental agreement:

- Does not have a fixed time limit. A month-to-month rental agreement continues until either you or the landlord give proper notice that you or s/he wish to end it.
- Can be in writing or an oral agreement.
- If you pay any deposit, your landlord must give you a written rental agreement.
- You usually pay rent monthly.

**If you have a month-to-month agreement**, your landlord does not need a reason to ask you to move out (except in Seattle). S/he does have to tell you in writing that s/he wants you to move out at least twenty days before the end of the rental period.

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❖ **Example:** The rental period ends June 30th. Rent for the next month would be due July 1st. The landlord must give you written notice to move out on or before June 10th.

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If the landlord does not have a reason to ask you to move, s/he cannot make you move out in the middle of a rental period.

### Lease:

- Must be in writing.
- Requires you to stay in a unit for a specific amount of time. It also limits the landlord's ability to change the terms of the agreement.
- Usually a landlord cannot ask you to move for no reason. Check your lease for any exceptions.

## What if I live in federally-subsidized housing?

You have other rights. Your landlord may not be able to evict you. These other publications have more information:

- [Eviction for Nonpayment of Rent in Public or Subsidized Housing](#)
- [HUD Housing Evictions](#)

You can also call CLEAR at 1-888-201-1014 or visit [www.washingtonlawhelp.org](http://www.washingtonlawhelp.org) for more help.

### **What if I live in a mobile home park and own my mobile home?**

You may also have other rights. Our publication called [Tenants' Rights under the Mobile Home Landlord-Tenant Act](#) has more information.

### **What if I live in Seattle?**

A Seattle landlord usually cannot ask you to move out for no reason. For more information, call

- The Tenants' Union at 206-723-0500 OR
- the Seattle Department of Planning & Development Violation Complaint Line at 206-615-0808

### **Are there things the landlord cannot do?**

**Yes.** The law prohibits:

- **Lockouts**
  - No matter what, your landlord cannot lock you out of the unit. S/he cannot change locks, add new locks, or keep you from entering the unit in any other way. S/he cannot lock you out even if you are behind in rent.
- **Utility Shut-offs**
  - A landlord can only shut off utilities to make repairs. S/he cannot shut off your utilities because you are behind in rent. A landlord cannot shut off utilities to try to force you to move out.
  - It is illegal for the landlord to intentionally fail to pay his/her utility bills in order to have the service turned off.

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  - ❖ You can sue your landlord if s/he shuts off your utilities. If you win, the judge can award you up to \$100 a day as damages for each day utilities were off.

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- **Taking Your Property (Belongings)**

- The landlord cannot take your belongings unless you are behind in rent and you abandon the unit (move out).
- It is illegal to put in the rental agreement that the landlord can take your things.
- If your landlord takes your things, you must send the landlord a written demand for their return. If that does not work, call the cops. You can sue the landlord to force him/her to give you back your belongings. The judge can award you damages for the taking of your property, plus up to \$100 a day for each day the landlord kept the property, up to \$1,000.
- **Retaliatory Actions against You**
  - The landlord cannot take “retaliate” against you for taking legal action against him/her. Here are some **examples** of possible cases of retaliation:
    - **Example 1:** You reported a big hole in your roof to the city. The city notifies your landlord that they are going to inspect your place. The landlord then tells you he is going to raise the rent.
    - **Example 2:** You properly notify the landlord that you are deducting costs for repairs from your rent. After the landlord gets this notice, she has your heat shut off. Your heat is unrelated to the repairs you needed to have made.
  - If your landlord takes an adverse action against you within 90 days of legal action you took against him, it may count as “retaliation” and may be illegal. **Talk to a lawyer if you think the landlord may be illegally retaliating against you.** You can sue your landlord if s/he illegally retaliates against you for reporting him or for deducting a repair from your rent.
- **Physically forcing you to leave the property**
  - Your landlord is never allowed to physically force you to leave the property. Only the sheriff can physically move you off the property. The landlord must win an eviction case in court in order to get the sheriff involved.

## Termination Notices

### Can a landlord make me move out?

Yes:

#### 1. For not paying rent.

If you are even one day behind in your rent, your landlord can start the process to evict you. Your landlord can give you a three-day notice to pay rent or vacate. If you pay all the rent you owe within three days after getting the notice, the landlord must accept it. S/he cannot evict you. The landlord does not have to accept partial payment.

#### 2. For not following the rental agreement.

If you break one of the rental agreement's terms, the landlord can give you a ten-day notice to comply or vacate. **Example:** The rental agreement has a "no pets" rule. Your landlord could tell you to move out if you have a cat.

If you fix the problem ("comply") within ten days of getting the notice, the landlord must stop the eviction process. If you do not fix the problem or move out within ten days, the landlord can start an eviction lawsuit.

#### 3. For creating "waste or nuisance."

You cannot:

- permanently damage or destroy the landlord's property
- use the property for certain illegal activity, including illegal drug-related activity
- engage in gang-related activity
- interfere with other tenants' use of the property

If you do any of these things, the landlord can give you a three-day notice to vacate. **You must move out within three days after getting this notice.** There is no option to correct the problem and stay.

**How must the landlord deliver these notices?**

The landlord, his/her manager or employee, or another adult can deliver them to you. If you are not home, they can leave the notice with someone else at your house. If they leave the notice with someone else, s/he must also mail you a copy.

If nobody is home, the landlord or agent can post the notice at your house. If they post the notice, they must also mail you a copy.

**I moved out before the time on the eviction notice is up. Can my landlord still take me to court?**

**Yes.** Your landlord cannot file an eviction lawsuit against you now. S/he **can** still sue you for rent or other damages s/he says you owe. Your landlord has six years after you move out to sue you for rent owed.

**The time on the notice is up. What if I am still living in the unit?**

The landlord can file an eviction lawsuit, called an “Unlawful Detainer Action” in Washington. To start the eviction lawsuit, the landlord must deliver to you an “Eviction Summons” and a “Complaint for Unlawful Detainer.”

## Starting an Unlawful Detainer (Eviction Lawsuit)

### What if my landlord gives me an “Eviction Summons” and “Complaint for Unlawful Detainer”?

Your landlord is trying to evict you. **You must respond in writing. Otherwise you must move out without getting a court hearing first.**

1. First, try to get help from a lawyer. If you are low-income, call the CLEAR line at 1-888-201-1014. A lawyer at CLEAR may be able to help you over the phone. Or s/he may be able to refer you to a free or low-cost lawyer who can help you in person. If you are not low-income, try to see a private lawyer. Ask your friends for recommendations for lawyers they have worked with. Or look in the yellow pages under *Attorneys*.
2. Next, you must write and deliver a “Notice of Appearance” or an “Answer”. You do not have much time to do this. It is very important to submit these documents on time even if you do not have legal help.

The Eviction Summons and Complaint will state the deadline for submitting your “Notice of Appearance” or “Answer”. Your landlord should deliver the Eviction Summons and Complaint at least seven days before the deadline to submit your Answer.

Your landlord must follow certain rules for delivering the Eviction Summons and Complaint. They must have these papers delivered in person to you or someone living with you. Your landlord cannot just mail you the papers or post them on the property, unless s/he gets a court order allowing this. If the papers are delivered to you incorrectly, write this down in your “Answer.” (See below.)

### I got an “Eviction Summons” and “Complaint for Unlawful Detainer”. What if I move out now?

**Moving out now will not stop the eviction lawsuit.** If you do not answer the Complaint, you will lose the case automatically. If you disagree with any of the Complaint, you **must** still write a “Notice of Appearance” or “Answer”. If you get an “Order to Show Cause”, you must go to the show cause hearing. If you do not do these things, the court will probably order you to pay everything the Complaint says you owe.

## What is a “Notice of Appearance”?

When you get an Eviction Summons and Complaint, you must submit an “Answer” by the deadline in the Eviction Summons. If you are not sure what to put in your Answer or you need more time to get legal help, you can submit a “Notice of Appearance” instead. You still must submit an Answer to the Complaint, but the court cannot evict you without further written notice if you have submitted a “Notice of Appearance”. The “Notice of Appearance” simply tells the landlord and court that you want to get notice if anything else happens in your case.

**If you do not submit either a “Notice of Appearance” or “Answer”, your landlord will probably win the case automatically.** The court will order you to move out. You will have to pay everything your landlord asked for in the Complaint.

Use the blank “Notice of Appearance” form at the end of this packet. At the top of the form, put the county where the landlord filed the lawsuit. (It is listed on the Eviction Summons and Complaint.) Fill in your landlord’s name as “plaintiff” and your name as “defendant.” If the Eviction Summons and Complaint form has a case number, copy that number into the space next to the word “No.” (for Number.) If not, leave the case number space blank. Even if there is no case number, you must still submit your “Notice of Appearance” or “Answer” by the deadline in the Summons.

Put the name of your landlord’s lawyer in the space for “Attorney for Plaintiff.” Fill in the date. Sign the form and fill in your name, address, and phone number.

## What is an “Answer”?

If you get an Eviction Summons and Complaint, you must submit a written “Answer.” The “Answer” gives you a chance to explain your side of the story.

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- ❖ Use the blank “Answer, Affirmative Defenses, Set-Offs” form at the end of this packet. You can fill it in by hand. Write neatly.
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At the top of the form, put the county where the landlord filed the lawsuit. Fill in the same county listed on the Eviction Summons and Complaint. Fill in your landlord’s name as the “plaintiff” and your name as the “defendant.” If the Eviction Summons and Complaint form has a case number, put that, too. If there is no case number on the Eviction Summons and Complaint, leave that space blank.

Next, there are spaces that ask you to either “admit” or “deny” the landlord’s statements in the Complaint. Read each paragraph in the Complaint carefully. (The paragraphs are

numbered.) Put the numbers of all paragraphs you agree with in the “admit” category. Put the numbers of all paragraphs you disagree with in the “deny” category.

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❖ **You can admit just part of a paragraph.** Put the paragraph’s number in the “admit” section. Then copy down the parts you disagree with where it says “except for the following statements:”

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In the section called “Affirmative Defenses,” you can explain your side of the story. Write in this section why your landlord should not be able to evict you. **Example 1:** Your landlord did not make needed repairs. You followed all the correct rules to deduct repair costs from your rent for that reason. **Example 2:** Your landlord did not deliver the Eviction Summons and Complaint at least seven days before the response deadline.

If you think your landlord actually owes *you* money, write that in the section called “Set-offs.” List the amount and state why you think your landlord owes you money.

Write in your address and phone number. Sign and date the form.

### **How do I submit my “Notice of Appearance” or “Answer”?**

**Step 1.** Make at least two copies of the form after you fill it out.

**Step 2.** Take one copy to your landlord’s lawyer. (The lawyer’s address should be printed on the lower right hand side of your Eviction Summons and Complaint.) You should deliver the form in person. If your landlord does not have a lawyer, take the form directly to the landlord.

When you deliver the form, ask the landlord’s lawyer or secretary to stamp the original and one copy of the form with a “copy received” stamp and the date. If the Eviction Summons says you have to deliver the form by a certain time, ask the lawyer or secretary to write in the time. Keep the stamped copy for your file. This is your proof that you delivered the form before the deadline listed on the Eviction Summons.

It is best to deliver the form in person. You can also mail it. If there is a fax number in the Eviction Summons, you can fax it. The landlord’s lawyer must receive the by the deadline on the Eviction Summons.

**It is not enough** to just mail it and have it postmarked by the deadline. If you mail the form, you should include a Certificate of Service. This form is proof you mailed the form on time. You can use the blank “Certificate of Service” form at the end of the forms in this packet. If you fax the form, print out and keep a fax transmission confirmation.

**Step 3.** If there is already a case number on the Eviction Summons and Complaint, you must file the original form with the court. Take the original to the Superior Court in the county listed on the Eviction Summons.

If there is no case number on the Eviction Summons and Complaint, keep the original for now. Wait until you get the case number by mail or personal delivery. Then take the original “Notice of Appearance” or “Answer” form you filled out to the courthouse in the county listed on the Eviction Summons.

When you file the original at the court, ask the Clerk to stamp your copy with a stamp showing the date. This will prove you filed the form on time.

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❖ **In King County:** take the forms to the 6th floor of the King County Courthouse at 3rd and James in Seattle.

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### **What if the Eviction Summons says I must go to a court hearing to give my Answer instead of just delivering it to the Clerk?**

You should not have to go to a court hearing until you get an “Order to Show Cause.” (We explain below.) If the Eviction Summons says you must go to a court hearing to give your answer, talk to your landlord’s lawyer. Tell him/her you should not have to go to a hearing until you get an “Order to Show Cause.” Ask the lawyer to confirm that s/he will give you written notice later if you must go to a court hearing.

### **What if I also get a “RCW 59.18.375 Payment or Sworn Statement Requirement” notice?**

This notice says you must pay your rent to the court in order to prevent eviction. You will get this notice if the eviction lawsuit is for nonpayment of rent. The landlord can have it delivered either with the Eviction Summons and Complaint or later.

If you get this notice, you must either

- pay the rent claimed due to the Superior Court Clerk
- OR
- file by the deadline in the notice a sworn statement that you do not owe the rent claimed due

The deadline for responding to this notice should be at least seven days from the date you get it. This packet has a blank Certification form you can use. **If you do not pay the clerk**

**the rent or file and deliver the Certification by the deadline in the notice, your landlord can get a court order to evict you automatically.**

No matter which option you take, you must also deliver to the landlord’s lawyer a written notice of payment OR the sworn statement that you do not owe the rent claimed due. You can deliver the notice of payment or sworn statement in person, by mail, or by fax if the notice has a fax number.

**In King County:** take your rent to the court cashier’s office, located at 3<sup>rd</sup> and James in Downtown Seattle, on the 6<sup>th</sup> floor. You can also go to the Regional Justice Center in Kent.

**In other counties:** take your rent to the Superior Court Clerk.

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❖ You generally must pay by cash, cashier’s check, or money order. The Clerk usually will not accept personal checks.

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You must respond to this notice by the deadline **in addition to** delivering your Notice of Appearance or Answer by the deadline in the Eviction Summons **and** appearing at any show cause hearing scheduled.

## Going to Court

### Do I have to go to a hearing?

**Maybe.** If you have to go to a hearing on the eviction, you will get a notice called an “Order to Show Cause” in addition to the summons and complaint. This means the landlord has filed an eviction lawsuit against you **and** scheduled a court hearing. If you get an “Order to Show Cause” and you want to defend yourself against the eviction, **you must go to the hearing.** It is not enough to

- deliver your “Notice of Appearance” or “Answer”.
- deliver your rent to the Superior Court Clerk OR file a sworn statement that you do not owe all the rent.

The date and time of the “Show Cause Hearing” will be on the “Order to Show Cause”. **You must be on time.**

### What happens at a “Show Cause Hearing”?

A judge or commissioner will decide whether you have a good defense to the eviction. If s/he thinks you do, you may win the case right there. Or s/he may grant you a full trial to defend yourself.

If s/the judge thinks you do not have strong enough arguments against the eviction, s/he can decide

- that you should be evicted immediately
- how much money you owe the landlord

Your landlord’s lawyer will have a chance to argue why you should be evicted. Then you can argue why you should not.

### How do I get ready for the hearing?

1. You should gather all the important papers and documents you will need to argue your case. You should bring everything that has to do with your rental. This may include:
  - your lease or rental agreement
  - your security deposit receipt

- your move-in condition checklist
- your list of things wrong with the rental
- rent receipts and cancelled checks
- your eviction notices
- the Eviction Summons and Complaint
- your copies of your “Notice of Appearance” or “Answer” (they should be stamped with the date you delivered them to the landlord’s lawyer and the court)
- any written estimates for repairs to damages in the rental unit
- receipts for repairs you had done to the rental
- photos of any problems with the rental

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❖ **Bring originals whenever possible. Bring an extra copy in case the court wants to keep anything you have.**

❖ If you are not sure whether you will need something, bring it with you anyway!! **It can never hurt to have too much evidence.**

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2. Ask any witnesses who could support your case to come to the hearing. Witnesses must have personal information why you should not be evicted. They must have seen in person the damage or disputes between you and your landlord. The more witnesses with personal knowledge about your case, the better.
3. See how the system works before your hearing. Ask the court clerk when the court holds “show cause” hearings. Ask to sit in on a hearing to get an idea of how yours will go.
4. Before the hearing, practice what you want to say. Your presentation should be organized and short. Try to write down a list of important points you want to make.
5. Let your witnesses know beforehand what you will ask them.

### **Where do I go for my hearing?**

Check in with the court clerk when you arrive at the courthouse. The clerk will tell you which courtroom to go to. The list of cases to be heard that day may be posted outside the

courtroom OR read aloud at the start of the session. If they do not list or read your case name, see the court clerk.

### **What happens at the hearing?**

The judge will usually begin by describing the court's procedure. Then s/he will call the first case. When the judge announces your case, go forward with your evidence and witnesses. Usually, all plaintiffs, defendants and witnesses must swear to tell the truth before testifying.

### **Who are the “plaintiff” and “defendant”?**

Your landlord is the “plaintiff.” You are the “defendant.” You are defending yourself against the landlord.

### **What if I do not speak English?**

If you do not speak English or have a speech or hearing impairment, you have the right to an interpreter in court. **You must let the court know as far beforehand as possible** that you want an interpreter.

### **What happens when they call my case?**

Your landlord’s lawyer will speak first. The judge will then ask any questions s/he has for the lawyer and any witnesses for the landlord. The judge may let you ask the lawyer and the witnesses’ questions as well.

Then it will be your turn.

### **What should I say when it is my turn?**

1. First, explain why you think you should not be evicted. You may have many arguments. You should tell the court if your landlord did not make repairs s/he should have, says you did not pay rent but you did, did not give you the proper notice for changing a rule, or gave you any notices late. If you deducted costs from your rent for repairs, say so.
2. Show the judge any evidence you brought with you. (See above for a list of evidence you might want to bring.)
3. If you have witnesses, tell the judge you would like them to testify. When the judge

tells you to question your witnesses, ask them the questions you prepared about why you should not be evicted.

### **When will the judge announce his/her decision?**

After hearing both sides, the judge may decide:

1. **You lose the case.** If the judge decides you do not have a good defense to the eviction lawsuit, the judge will direct the sheriff to evict you. S/he may also decide you owe your landlord money. The judge may tell you how much money you have to pay your landlord, or postpone that decision until later.
2. **You win the case.** The judge may decide you have presented a good defense to the eviction and dismiss the case. You do not have to move out, at least for now. Sometimes the judge will make this decision simply because the landlord did not follow the right procedures for the eviction. The landlord may still be able to evict you later, after first fixing any mistakes s/he made in the eviction process.
3. **The judge needs a full trial to decide the case.** You and your landlord must get a trial date. If you are still living on the property, your landlord has the right to a trial within 30 days.

### **Will a jury hear my case?**

You do not have the right to a jury at a “show cause hearing.” You do have the right to a jury if the judge orders a full trial. If you want a jury to hear your case at trial:

- You must file a written request for a jury **before** you get a trial date.
- Go to the Superior Court Clerk to file this request.
- There is a fee. A six-person jury costs \$125. A twelve-person jury costs \$250. If you cannot afford the jury fee, you can ask the court to waive (excuse) it. (The court can but does not have to waive the jury fee.) You should ask the court to order waiver of the fee before you file the request for a jury.

## **Missing a Court Hearing**

### **What if I miss my “Show Cause Hearing”?**

If you do not go, or are even a few minutes late, you will probably lose automatically. The judge will allow the landlord to evict you. The sheriff will be able to force you to leave the property. You may have to pay everything the landlord asked for in the Complaint. This may include rent, damages, court costs, and lawyer fees.

### **Can my landlord physically force me to leave the property?**

**No. Only the sheriff** can physically move you off the property. The landlord must go to court to get the sheriff involved.

## Trial and Alternatives to Trial

### The judge ordered the case to full trial. How do I get a trial date?

This may vary by county. Usually, the judge/commissioner signs an order instructing the Superior Court Clerk to schedule (“set”) the case for trial on a specific date. Ask the judge/commissioner or contact the Clerk about how to get a trial date in your county.

### Can I settle the case without going to court?

**Maybe, if** you and your landlord can come to an agreement. This agreement must be in writing and say:

- Whether you may stay in the unit or must move
- The date you will move out by, if you are agreeing to move
- Whether you are responsible for paying any rent, damages, late charges, fees, court costs, or lawyer fees
- What will happen if you do not move out by the agreed date or do not pay the agreed amount

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❖ If you and your landlord make a written agreement, have a lawyer look at it before you sign it.

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This agreement between you and your landlord is a “Stipulation.” This packet has a sample “Stipulation.”

## The Writ of Restitution

### What if I do not answer the Eviction Summons and Complaint, or I lose at the show cause hearing?

You will generally have to:

1. Move out.
2. Pay what the judge says you owe the landlord. Usually, if you do not answer the Eviction Summons and Complaint, you must pay everything your landlord asked for in the Complaint.
3. Pay your landlord back for his court fees and fees in the eviction process. Court fees can cost over \$200. Lawyer fees can cost \$1,000 or more.

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❖ It can cost so much to lose your court case. You should try to avoid going to court if you do not have a good defense against the eviction.

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### What is a “writ of restitution”?

The sheriff can deliver a “writ of restitution” to you personally or post it at the rental unit. It means you must move out. You will not be able to argue your case unless the court orders another hearing. The writ will usually say the date by which you must move out. If you do not move out on your own before this date, the sheriff

- will come to order you off the property
- may physically remove you and your things from the property

If you have questions about the right of the sheriff to force you to leave the property, call the sheriff’s office. The number is usually listed on the “writ of restitution.”

### I was served with a writ of restitution. What if I cannot move my belongings myself?

If possible, you should move your things out of the unit before the sheriff comes. When you get a “writ of restitution” and do not move out by the deadline, the landlord under the sheriff’s supervision can move your things out of the unit if you are not there.

If you **deliver a written request to the landlord for storage of your things within three days after getting the writ of restitution**, your landlord must store your belongings. The

landlord may also have to store your things if s/he knows you are disabled and your disability interferes with your ability to ask for storage.

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- ❖ You generally must pay moving and storage costs to get your property back.
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If you object to storage, your landlord cannot store your property. If s/he does not store it, s/he will usually put the property on the sidewalk or parking strip. If your property is not stored, your landlord and the sheriff do not have to protect your property from theft, weather, or other damage.

### **I did not move out by the deadline in the writ of restitution. I asked the landlord to store my things. Now what?**

The landlord must store the property until s/he sells it or disposes of it following appropriate notice to you of the proposed sale. See [RCW 59.18.312](#).

If your belongings are worth more than \$250: the landlord may sell the property after giving you thirty days' notice of the sale. The landlord may sell all your belongings, including personal papers and family keepsakes. The landlord may dispose of any items that did not sell.

If your belongings are worth \$250 or less: the landlord has to give you only seven days' notice before selling OR disposing of all your things.

The landlord may keep some of the sales proceeds to pay the actual or reasonable costs of storage of your belongings. The landlord must give you the rest. (If you do not claim the money within one year, the landlord must turn it over to the Department of Revenue.)

State law has no guidelines for how a landlord must value items for a sale, such as requiring a minimum starting bid.

### **I got a “writ of restitution.” Can I still stop my eviction?**

It is very hard to stop an eviction at this point. You may be able to stop it if the landlord did something wrong in the eviction process. If you want to try, contact a lawyer immediately.

## Learn More

### Can I get more information on my rights?

The packet called [Your Rights as a Tenant in Washington](#), available at [www.washingtonlawhelp.org](http://www.washingtonlawhelp.org), has more information. You can also get it by calling Northwest Justice Project at 1-888-201-1014.

### What if I need legal help?

- Apply online with **CLEAR\*Online** - <http://nwjustice.org/get-legal-help>  
or
- Call CLEAR at 1-888-201-1014

CLEAR is Washington’s toll-free, centralized intake, advice and referral service for low-income people seeking free legal assistance with civil legal problems.

- **Outside King County:** Call 1-888-201-1014 weekdays from 9:15 a.m. until 12:15 p.m.
- **King County:** Call 211 for information and referral to an appropriate legal services provider Monday through Friday from 8:00 am – 6:00 pm. You may also call (206) 461-3200, or the toll-free number, 1-877-211-WASH (9274). You can also get information on legal service providers in King County through 211’s website at [www.resourcehouse.com/win211/](http://www.resourcehouse.com/win211/).
- **Persons 60 and Over:** Persons 60 or over may call CLEAR\*Sr at 1-888-387-7111, regardless of income.

Callers who are deaf and hard of hearing can call 1-800-833-6384 or 711 to get a free relay operator. They will then connect you with 211 or CLEAR.

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This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

This information is current as of August 2015.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF \_\_\_\_\_

_____	No.
Plaintiff(s)	CERTIFICATION AND CERTIFICATE OF SERVICE
vs.	
_____	
Defendant(s)	

**CERTIFICATION**

I, \_\_\_\_\_, deny owing the rent alleged due in the plaintiff's complaint, based on a legal or equitable defense or set-off arising out of the tenancy.

I make this certification in accordance with RCW 59.18.375.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ Washington.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone No.:

**CERTIFICATE OF SERVICE**

**Certification**

I certify under penalty of perjury under the laws of the State of Washington that, on the date(s) stated below, I did the following:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I hand-delivered a copy of the foregoing **Certification** to \_\_\_\_\_ (Name of Plaintiff or the Attorney for Plaintiff) at the following address: \_\_\_\_\_

AND/OR

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I mailed a true copy of the foregoing **Certification** to \_\_\_\_\_ (Name of Plaintiff or Plaintiff's attorney) at \_\_\_\_\_ (Address of Plaintiff or Plaintiff's attorney), by regular U.S. mail, postage prepaid.

AND/OR

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I faxed a true copy of the foregoing **Certification** to \_\_\_\_\_ (Name of Plaintiff or Plaintiff's attorney) at \_\_\_\_\_ (Facsimile (fax) telephone number).

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF \_\_\_\_\_

<p>_____ Plaintiffs(s)</p> <p>vs.</p> <p>_____ Defendant(s)</p>	<p>No.</p> <p>NOTICE OF APPEARANCE AND CERTIFICATE OF SERVICE</p>
---	---

TO: \_\_\_\_\_ Attorney for Plaintiff  
AND TO: Clerk of the Superior Court

YOU AND EACH OF YOU PLEASE TAKE NOTICE that Defendant(s) hereby appears in the above-entitled cause and requests that you serve all further papers and pleadings herein, except original process, upon the Defendant at the address stated below, pursuant to Civil Rule 5.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Defendant's Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

**CERTIFICATE OF SERVICE**  
**Notice of Appearance**

I certify under penalty of perjury under the laws of the State of Washington that, on the date(s) stated below, I did the following:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I hand-delivered a copy of the foregoing **Notice of Appearance** to \_\_\_\_\_ (Name of Plaintiff or Plaintiff's attorney) at the following address: \_\_\_\_\_.

AND/OR

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I mailed a copy of the foregoing **Notice of Appearance** to \_\_\_\_\_ (Name of Plaintiff or Plaintiff's attorney) at \_\_\_\_\_ (Address of Plaintiff or Plaintiff's attorney), by regular U.S. mail, postage prepaid.

AND/OR

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I faxed a copy of the foregoing **Notice of Appearance** to \_\_\_\_\_ (Name of Plaintiff or Plaintiff's attorney) at \_\_\_\_\_ (Facsimile (fax) telephone number).

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
(Signature)

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF \_\_\_\_\_

<p>_____ Plaintiff(s)</p> <p>vs.</p> <p>_____ Defendant(s)</p>	<p>No.</p> <p>ANSWER, AFFIRMATIVE DEFENSES, SET-OFFS AND CERTIFICATE OF SERVICE</p>
--	---

Defendant(s) answers the complaint as follows:

1. Admits the statements in paragraphs number

\_\_\_\_\_; except for the following  
statements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1 2. Denies the statements in paragraph number(s)  
\_\_\_\_\_ ; except for the following  
2 statements \_\_\_\_\_  
\_\_\_\_\_  
3 \_\_\_\_\_.

4 3. Lacks knowledge about the truth and therefore denies the statements contained in  
paragraph number \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

7 **AFFIRMATIVE DEFENSES**

8 Defendant('s), other defense(s) is (are): \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_.

12 **SET-OFFS**

13 1. The plaintiff(s) owes the defendant(s) \$ \_\_\_\_\_  
\_\_\_\_\_.

14 Defendant(s) requests the court to dismiss this lawsuit and enter a judgment against the plaintiff(s)  
for any set-off, costs or attorney fees.

15 \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature)  
16 \_\_\_\_\_  
Name (Print)

1 Address: \_\_\_\_\_

2 Telephone No \_\_\_\_\_

3 **CERTIFICATE OF SERVICE**  
**Answer, Affirmative Defenses, Set-Offs**

4 I certify under penalty of perjury under the laws of the State of Washington that, on the date(s)  
stated below, I did the following:

5 On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I hand-delivered a copy of the foregoing  
6 **Answer, Affirmative Defenses, Set-Offs** to \_\_\_\_\_ (Name of Plaintiff or the  
Attorney for Plaintiff) at the following address:

7 \_\_\_\_\_.

8 AND/OR

9 On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I mailed a true copy of the foregoing **Answer,**  
**Affirmative Defenses, Set-Offs** to \_\_\_\_\_ (Name of Plaintiff or Plaintiff's  
attorney), by regular U.S. mail, postage prepaid.

10 AND/OR

11 On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I faxed a copy of the foregoing **Answer, Affirmative**  
**Defenses, Set-Offs** to \_\_\_\_\_ (Name of Plaintiff or Plaintiff's attorney) at  
\_\_\_\_\_ (Facsimile (fax) telephone number).

12 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

13 \_\_\_\_\_  
14 (Signature)

**SAMPLE FORM**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

J. Landlord		No. 08-2-00000-1 SEA
	Plaintiff(s)	
vs.		EVICTON SUMMONS
B. Tenant		(Residential)
	Defendant(s)	

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THIS IS A NOTICE OF LAWSUIT TO EVICT YOU.

PLEASE READ IT CAREFULLY.

THE DEADLINE FOR YOUR WRITTEN RESPONSE IS:

5:00 p.m., on August 18, 2015.

TO: B. Tenant  
718 Baltic Street, Apt. H  
Seattle, WA 98144

This is a notice of a lawsuit to evict you from the property that you are renting. Your landlord is asking the court to terminate your tenancy, direct the sheriff to remove you and your belongings from the property, enter a money judgment against you for unpaid rent and/or damages for your use of the property, and for court costs and attorneys' fees.

If you want to defend yourself in this lawsuit, you must respond to the Eviction Complaint in writing on or before the deadline stated above. You must respond in writing even if no case number has been assigned by the court yet.

You can respond to the Complaint in writing by delivering a copy of a Notice of Appearance or Answer to your landlord's attorney (or your landlord if there is no attorney) to be received no later than the deadline stated above.

The Notice of Appearance or answer must include the name of this case (Plaintiff(s)) and (defendant(s)), your name, the street address where further legal papers may be sent, your telephone number (if any), and your signature.

If there is a number on the upper right side of the Eviction Summons and Complaint, you must also file your original Notice of Appearance or Answer with the court Clerk by the deadline for your written response.

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the Demand  
must be in writing and must be served upon the person signing the Summons. Within fourteen  
2 days after you serve the Demand, the plaintiff must file this lawsuit with the court, or the service on  
you of this Summons and Complaint will be void.

3 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
that your written response, if any, may be served on time.

4 You may also be instructed in a separate Order to appear for a court hearing on your  
eviction. If you receive an Order to Show Cause you must personally appear at the hearing on the  
appearance or answer by the deadline stated above.

5 If you do not respond to the Complaint in writing by the deadline stated above you will lose  
by default. Your landlord may proceed with the lawsuit, even if you have moved out of the  
property.

6 The Notice of Appearance or Answer must be delivered to:

7 Frank Faffle  
Fiffle and Faffle  
000 National Bank Building  
Seattle WA 98154  
(206) 777-0001

8 Dated: August 8, 2015

FIFFLE and FAFFLE  
By: s/ Frank Faffle  
Frank Faffle  
WSBA No.: 88,000  
Attorney for Plaintiff

**SAMPLE FORM**

**Do Not File**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

J. Landlord

Plaintiff(s)

No. 08-2-00000-1 SEA

vs.

B. Tenant

Defendant(s)

**COMPLAINT FOR  
UNLAWFUL DETAINER**

The plaintiff alleges as follows:

I.

Plaintiff, as landlord, rented to defendant, as tenant, the premises commonly known as Apartment H, Baltic Street Apartments, 718 Baltic Street, Seattle, King County, Washington, to be held and possessed by the defendant on a month-to-month tenancy.

II.

The rent for the described premises is \$500.00 a month, or \$16.67 a day payable in advance, and the defendant is in actual possession of the described premises.

III.

A twenty-day notice of termination of tenancy was served on the defendant on July 11, 2015 terminating the defendant's tenancy as of July 31, 2015.

IV.

Defendant has failed to pay rent for the month of July, 2015. A three-day notice to pay or vacate was served on the defendant on July 7, 2015.

V.

Defendant has failed to pay the rent or vacate the described premises within the time required by the three-day notice to pay rent or vacate and has failed to vacate the premises as required by the twenty-day notice of termination of tenancy and the defendant is unlawfully detaining the premises.

WHEREFORE, the plaintiff requests judgment as follows:

1. For restitution of the described premises;
2. For termination and forfeiture of the defendant's tenancy;

SAMPLE COMPLAINT FOR UNLAWFUL DETAINER- 1

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- 3. For judgment against the defendant for unpaid rent and damages for Unlawful Detainer;
- 4. For plaintiff's reasonable attorney fees in the sum of \$250.00 if no defenses are presented; or such greater sum as the court deems reasonable if defenses are presented;

Dated: August 8, 2015

FIFFLE AND FAFFLE  
By: s/Frank Faffle  
Frank Faffle  
WSBA No. 88,000  
Attorney for Plaintiff

**SAMPLE FORM**

**Do Not File**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

J. Landlord

Plaintiff,

No. 08-2-00000-1SEA

vs.

B. Tenant

Defendant.

RCW 59.18.375

PAYMENT OR SWORN

STATEMENT REQUIREMENT

TO: B. Tenant  
718 Baltic Street, Apt H  
Seattle Washington 98144

**IMPORTANT NOTICE**

**READ THESE INSTRUCTIONS CAREFULLY**

YOU MUST DO THE FOLLOWING BY THE DEADLINE DATE:

THE DEADLINE DATE IS August 18, 2015

**1. PAY RENT INTO THE COURT REGISTRY;**

**OR**

**2. FILE A SWORN STATEMENT THAT YOU DO NOT OWE THE RENT CLAIMED DUE.**

IF YOU FAIL TO DO ONE OF THE ABOVE ON OR BEFORE THE DEADLINE DATE, THE SHERIFF COULD EVICT YOU WITHOUT A HEARING EVEN IF YOU HAVE ALSO RECEIVED A NOTICE THAT A HEARING HAS BEEN SCHEDULED.

**YOUR LANDLORD CLAIMS YOU OWE RENT**

SAMPLE RCW 59.18.375 PAYMENT OR  
SWORN STATEMENT REQUIREMENT- 1

1 This eviction lawsuit is based upon nonpayment of rent. Your landlord claims you owe  
the following amount: \$ 500.00. The landlord is entitled to an order from the court  
2 directing the sheriff to evict you without a hearing unless you do the following by the  
deadline date: . . . . .

3 **YOU MUST DO THE FOLLOWING BY THE DEADLINE DATE:**

4 1. Pay into the court registry the amount your landlord claims  
you owe set forth above and continue paying into the court registry  
the monthly rent as it becomes due while this lawsuit is pending;

5 **OR**

6 2. If you deny that you owe the amount set forth above and you do  
not want to be evicted immediately without a hearing, you must file  
with the clerk of the court a written statement signed and sworn  
7 under penalty of perjury that sets forth why you do not owe that  
amount.

8 3. You must deliver written notice that the rent has been paid into  
the court registry **OR** deliver a copy of your sworn statement to the  
person named below by personal delivery, mail, or facsimile.

9 Frank Faffle  
Fiffle and Faffle  
10 000 National Bank Building  
Seattle WA 98154  
(206) 777-0001  
11 Fax: (206) 777-0011

12 4. The sworn statement must be filed **IN ADDITION TO** delivering  
your written response to the complaint and **YOU MUST ALSO** appear  
for any hearing that has been scheduled.

13 Dated: August 8, 2015

14 \_\_\_\_\_  
Frank Faffle  
Fiffle and Faffle  
15 000 National Bank Building  
Seattle WA 98154  
(206) 777-0001  
16 Fax: (206) 777-0011

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SAMPLE RCW 59.18.375 PAYMENT OR  
SWORN STATEMENT REQUIREMENT- 3

**SAMPLE FORM**

**Do Not File**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

J. Landlord

Plaintiff,

No. 08-2-00000-1SEA

vs.

CERTIFICATION

B. Tenant

Defendant.

**CERTIFICATION**

I, B. Tenant, deny owing the rent alleged due in the plaintiff's Complaint based on a legal or equitable defense or set-off arising out of the tenancy.

I am making this Certification in accordance with RCW 59.18.375.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 18<sup>th</sup> day of August, 2015, in King County, Washington.

B. Tenant

(Signature)

B. Tenant

718 Baltic Street, Apt H

Seattle Washington 98144

Telephone No.: 123-4567

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**SAMPLE FORM**

**Do Not File**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

J. Landlord,

Plaintiff

vs.

B. Tenant,

Defendant.

No. 08-2-00000-1 SEA

ANSWER, AFFIRMATIVE  
DEFENSES, SET-OFFS

Defendant(s) answer the complaint as follows:

1. Admit the statements in paragraphs number I and II \_\_\_\_\_;

except for the following statements:

\_\_\_\_\_.

2. Deny the statements in paragraphs number III, IV, and V \_\_\_\_\_

\_\_\_\_\_;

except for the following statements: \_\_\_\_\_

\_\_\_\_\_

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3. Lack knowledge about the truth and therefore deny the statements in paragraphs number \_\_\_\_\_.

**AFFIRMATIVE DEFENSES**

4. Defendant('s) other defense(s) is (are): The Plaintiff has waived the 20-day notice by accepting rent after it expired. Plaintiff did not serve the 3-Day Notice correctly. I do not owe rent because I used repair remedies under the Residential Landlord-Tenant Act.

**SET-OFFS**

1. The plaintiff(s) owes the defendant(s) \$ Not Applicable

2. I request that the court dismiss this lawsuit and enter a judgment against the plaintiff(s) for any set-offs, costs or attorney fees.

August 18, 2015  
(Date)

B. Tenant  
(Signature)

B. Tenant  
Name (Print)

Address: 718 Baltic Street, Apt. H  
Seattle, WA 98144

Telephone No. (206) 123-4567

**CERTIFICATE OF SERVICE**

I certify under penalty of perjury under the laws of the State of Washington that, on the date(s) stated below, I did the following:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I hand-delivered a copy of the foregoing **Answer, Affirmative Defenses, and Set-Offs** to \_\_\_\_\_ (Name of Plaintiff or the Attorney for Plaintiff) at the following address:

\_\_\_\_\_.

AND/OR

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I mailed a true copy of the foregoing **Answer, Affirmative Defenses, and Set-Offs** to \_\_\_\_\_ (Name of Plaintiff or Plaintiff's attorney), by regular U.S. mail, postage prepaid.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
(Signature)

**SAMPLE FORM**

**Do Not File**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

J. Landlord,

Plaintiff

vs.

B. Tenant,

Defendant.

No. 08-2-00000-1 SEA

STIPULATION

The parties stipulate as follows:

1. Defendant B. Tenant agrees to vacate the premises located at 718 Baltic Street, Apt. H, Seattle, Washington, 98144 no later than September 30, 2015.

2. If defendant does not vacate the premises by September 30, 2015, plaintiff shall be entitled to the issuance of a Writ of Restitution, upon five days' notice to defendant, directing that restoration of possession of the premises to the plaintiff.

3. In consideration for the promises and agreements contained herein, all claims, causes of action, and set-offs asserted in this case shall be released and forever discharged and upon vacation of the premises by the defendant, this action shall be dismissed with prejudice and without costs.

Dated: August 25, 2015.

\_\_\_\_\_  
Frank Faffle

\_\_\_\_\_  
Defendant

WSBA No. 88,000

Attorney for Plaintiff