

# **Reinstate your tenancy after eviction**

## **Author**

Northwest Justice Project

## **Last Review Date**

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If you are evicted for not paying rent, you may be able to reinstate your tenancy if you can either pay what you owe in a lump sum or show the judge that you can pay over time in a payment plan. Includes court forms you can use to ask the court to reinstate your tenancy under RCW 59.18.410.

## **1. Fast facts**

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Tenants who fall behind in rent may have to go to a show cause hearing in an eviction lawsuit (Unlawful Detainer Action). The court may enter a judgment against the tenant at the hearing, which shows how much money the tenant owes the landlord.

Under RCW 59.18.410(2) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.410>), a tenant can ask the court to reinstate their tenancy if they can pay a lump sum to the landlord within 5 court days after the hearing.

Under RCW 59.18.410(3) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.410>), some tenants may ask the court to grant them a payment plan to give them time to pay rent owed and continue living in their rental unit. Tenants can also ask the court to stay (stop) enforcement of a Writ of Restitution so the sheriff won't evict them while they continue to make payments under the plan.

## **2. Paying a lump sum**

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Tenants who fall behind in rent may have to go to a show cause hearing in an eviction lawsuit (Unlawful Detainer Action). The court may enter a judgment against the tenant at the hearing, which shows how much money the tenant owes the landlord.

Under RCW 59.18.410(2)

(<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.410>), some tenants may pay a lump sum to reinstate their tenancy and avoid eviction.

At the show cause hearing or up to 5 court days afterwards, a tenant can reinstate their tenancy if they can pay the rent owed, up to \$75 in late fees if allowed in the lease, and any court costs and attorney fees awarded in the judgment.

If the tenant reinstates their tenancy by paying a lump sum, they may be eligible to get an Order to Limit the Dissemination of the eviction record as well.

You can use our Motion and proposed Order Motion and Proposed Order (NJP Housing 636 and NJP Housing 637) to ask a court to reinstate your tenancy after paying a lump sum and also ask for an Order to Limit Dissemination of the eviction record.

### 3. Payment plans

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Under RCW 59.18.410(3)

(<https://app.leg.wa.gov/rcw/default.aspx?cite=59.18.410>), some tenants may ask the court to grant them a payment plan to give them time to pay rent owed and continue living in their rental unit. Tenants can also ask the court to stay (stop) enforcement of a Writ of Restitution so the sheriff won't evict them while they continue to make payments under the plan.

When considering whether to grant a payment plan, the court should consider evidence of the following factors in making the decision:

- the tenant's willful or intentional default or intentional failure to pay rent
- whether non-payment of the rent was caused by circumstances beyond the tenant's control and that are not likely to recur
- the tenant's ability to timely pay the judgment
- the tenant's payment history

- whether the tenant is otherwise in substantial compliance with the rental agreement;
- hardship on the tenant if evicted, and
- conduct related to other notices served within the last six months.

You can use the Motion and Proposed Order (NJP Housing 638 and NJP Housing 639) to ask a court to get a payment plan to avoid eviction and continue your tenancy.

## 4. Forms

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Form attached:

**Motion to Reinstate Tenancy and Limit Dissemination** (NJP Housing 636)

Form attached:

**Order to Reinstate Tenancy and Limit Dissemination** (NJP Housing 637)

Form attached:

**Motion for Payment Plan and to Stay Writ of Restitution** (NJP Housing 638)

Form attached:

**Order for Payment Plan and to Stay Writ of Restitution** (NJP Housing 639)

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Superior Court of Washington, County of \_\_\_\_\_

Plaintiff (landlord):

\_\_\_\_\_

vs.

Defendant (tenant):

\_\_\_\_\_

No. \_\_\_\_\_

Motion to Reinstate Tenancy and Limit  
Dissemination (Judgment paid)

(No mandatory form)

## Motion to Reinstate Tenancy and Limit Dissemination (Judgment paid)

*Use this form to ask a judge to cancel your eviction and restore (reinstate) your tenancy if you've paid (or offered to pay) what you owe all at once. This also asks for an order keeping information about the eviction out of future tenant screening reports (an order for limited dissemination). Use this with a proposed order form NJP Housing 637.*

1. **My name is** \_\_\_\_\_. I am the defendant in this case.

2. **Request to reinstate tenancy**

I ask the court to reinstate my tenancy and allow me to continue living in my rental unit because I paid the amount owed as described in my declaration below, or I offered to pay that amount and Plaintiff refused to accept it.

3. **Request for Order for Limited Dissemination and to quash any Writ of Restitution**

If the court reinstates my tenancy, I also ask for an order of limited dissemination according to RCW 59.18.367(1)(b) and to cancel (quash) any Writ of Restitution issued in this case.

4. **Declaration: Payment made or offered**

I declare that on (date): \_\_\_\_\_, I paid or offered to pay \$ \_\_\_\_\_.  
This amount is the full amount owed including all the following:

- The total amount of rent due **or** payment due under a deposit installment plan
- Late fees (if due under the lease and not exceeding \$75)
- Court costs incurred at the time of payment
- Attorney's fees (if ordered)

- ☐ **Payment made.** I paid the above amount to (*check one*):
- ☐ The landlord (or their attorney, if any).
  - ☐ The court registry.
- ☐ **Payment offered and refused.** I offered to pay the above amount to my landlord or their attorney and they did not accept it.

**5. Authority to reinstate tenancy**

When eviction is for non-payment, a tenant may reinstate their tenancy at any time up to 5 court days after entry of a judgment at an unlawful detainer hearing. The relevant paragraph of RCW 59.18.410(2) states:

When the tenant is liable for unlawful detainer after a default in the payment of rent, execution upon the judgment shall not occur until the expiration of five court days after the entry of the judgment.

Before entry of a judgment or until five court days have expired after entry of a judgment, the tenant [...] or other party interested in the continuance of the tenancy, may pay into the court or to the landlord the amount of the rent due, any court costs incurred at the time of payment, late fees if such fees are due under the lease and do not exceed seventy-five dollars in total, and attorneys' fees if awarded, in which event any judgment entered shall be satisfied and the tenant restored to his or her tenancy.

A tenant's liability for unlawful detainer after default in the payment of rent begins just after the period of 14 days after service of a "Fourteen-Day Notice to Pay Rent or Vacate the Premises." See RCW 59.12.030(3). This date would be the first date available for the tenant to be restored to his or her tenancy under RCW 59.18.410(2), so long as the tenant pays the amount of the rent due and any late fees (if such fees are due under the lease and do not exceed \$75 in total).

**After court costs have been incurred (but before any judgment is entered),** the tenant may pay the amount of rent due, plus any court costs incurred at the time of payment, plus late fees (not to exceed \$75.00 in total) and then be restored to his or her tenancy. Late fees for rent owed between March 1, 2020 and December 31, 2021 may not be included. RCW 59.18.625.

**After a judgment has been entered,** the tenant has 5 court days to pay the amount of the rent due, plus any court costs incurred, plus late fees (not to exceed \$75.00 in total), plus attorneys' fees if awarded, and then the tenant shall be restored to his or her tenancy. Additionally, any judgment entered shall be satisfied and the landlord shall file a satisfaction of judgment with the court. RCW 59.18.410(2).

**Deposit installment plan.** Under RCW 59.18.283(3), a tenant may reinstate the tenancy if a tenant defaulted in payment owed under a deposit installment plan:

When, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default in payment as rent owing. Any rights the tenant and landlord have under this chapter with respect to rent owing equally apply under this subsection.

Because the Defendant has tendered the appropriate amount of rent, costs and/or fees to the Plaintiff, this court should order the Defendant's tenancy reinstated under RCW 59.18.410(2). If the tenancy is reinstated, any Writ of Restitution must be quashed.

**6. Authority to order limited dissemination**

Under RCW 59.18.367(1)(b), a court may order an unlawful detainer action to be of limited dissemination if the tenancy was reinstated under RCW 59.18.410 or other law. If Defendant is reinstated under RCW 59.18.410(2), the court should issue an order barring the disclosure of the existence of this unlawful detainer action in a tenant screening report or using it as a factor in determining any score or recommendation in a tenant screening report.

**Person making this motion fills out below:**

I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form are true.

Signed at (*city and state*): \_\_\_\_\_ Date: \_\_\_\_\_



\_\_\_\_\_  
*Person making this motion signs here*

\_\_\_\_\_  
*Print name here*

I agree to accept legal papers for this case at (*check all that apply*):

☐ the following address (*this does **not** have to be your home address*):

\_\_\_\_\_  
*Street or mailing address*

\_\_\_\_\_  
*city*

\_\_\_\_\_  
*state*

\_\_\_\_\_  
*zip*

☐ Email: \_\_\_\_\_

Superior Court of Washington, County of \_\_\_\_\_

Plaintiff/s (*landlord*):

\_\_\_\_\_

vs.

Defendant/s (*tenant*):

\_\_\_\_\_

No. \_\_\_\_\_

Order to Reinstate Tenancy and Limit  
Dissemination (Judgment paid)

(*No mandatory form*)

Clerk's action required: 3

**Order to Reinstate Tenancy and Limit Dissemination  
(Judgment paid)**

*Use this form with NJP Housing 636, Motion to Reinstate Tenancy and Limit Dissemination (Judgment paid).*

**1. Basis**

The court has considered the **Motion to Reinstate Tenancy and Limit Dissemination** and supporting documents filed by Defendant/s, any response from Plaintiff/s, other documents from the court record identified by the court, if any, and any testimony or argument.

A hearing was held on (*date*) \_\_\_\_\_.

**2. Findings**

The court finds that Defendant/s paid the amount required to reinstate the tenancy under RCW 59.18.410(2). Because the tenancy is reinstated, there is good cause to limit dissemination of this unlawful detainer action for the Defendant/s.

Other findings (if any): \_\_\_\_\_

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

### 3. Order

- **Tenancy reinstated.** Defendant/s are reinstated to the tenancy at:  
(address) \_\_\_\_\_  
\_\_\_\_\_
- **Any Writ of Restitution previously ordered in this case is quashed.**  
Either Plaintiff/s or Defendant/s may deliver a non-certified copy of this Order to the Sheriff to stop the enforcement of any Writ of Restitution.
- **Any judgment entered in this action has been satisfied.**  
**Clerk's action:** The court clerk shall modify this record to indicate that the judgment has been satisfied.
- **Dissemination of this unlawful detainer case record is limited** with respect to the Defendant/s:  
(name/s) \_\_\_\_\_  
\_\_\_\_\_
- **Construction and enforcement** of this order shall be consistent with RCW 59.18.367 and other applicable law.

**Ordered.**

\_\_\_\_\_  
Date Judge or Commissioner

#### Parties or their lawyers fill out below.

This order (*check any that apply*):

- ☐ is an agreement of the parties
- ☐ is presented by me
- ☐ may be signed by the court without notice to me

\_\_\_\_\_  
Plaintiff signs here **or** lawyer + WSBA #

\_\_\_\_\_  
Print Name Date

This order (*check any that apply*):

- ☐ is an agreement of the parties
- ☐ is presented by me
- ☐ may be signed by the court without notice to me

\_\_\_\_\_  
Defendant signs here **or** lawyer + WSBA #

\_\_\_\_\_  
Print Name Date



Superior Court of Washington, County of \_\_\_\_\_

Plaintiff (*landlord*):

\_\_\_\_\_

vs.

Defendant (*tenant*):

\_\_\_\_\_

No. \_\_\_\_\_

Motion for Payment Plan and to Stay Writ of Restitution

(*No mandatory form*)

## Motion for Payment Plan and to Stay Writ of Restitution

**Use this form** to ask a judge to order a plan for you to pay off the amount you owe within 90 days of an eviction order (*Writ of Restitution*) and to pause (*stay*) the eviction and let your tenancy continue during that time.

1. **My name is** \_\_\_\_\_. I am the defendant in this case.

2. **Request**

I ask the court to pause (*stay*) enforcement of the Writ of Restitution and allow me to continue living in my rental unit under the fair and just terms of the payment plan and/or assistance programs proposed below. There is good cause to stay enforcement of the writ and grant the payment plan.

3. **Total amount owed**

The amount to be paid through the payment plan and/or assistance programs includes the following:

|                                      |    |
|--------------------------------------|----|
| Rent due                             | \$ |
| Court costs                          | \$ |
| Late fee (up to \$75)                | \$ |
| Attorney fees                        | \$ |
| Deposit installment plan payment due | \$ |
| Other ( <i>describe</i> ):           | \$ |

|       |    |
|-------|----|
| Total | \$ |
|-------|----|

**4. Proposed payment plan, emergency assistance, or landlord mitigation**

*(Check all that apply)*

- ☐ **Payment plan.** The total amount in section 3 must be paid by *(date)*: \_\_\_\_\_  
in installments as follows:

| Payment amount              | Due date |
|-----------------------------|----------|
| \$                          |          |
| \$                          |          |
| \$                          |          |
| \$                          |          |
| \$                          |          |
| <i>(add rows as needed)</i> |          |

- ☐ **Emergency rental assistance.** I am relying on an emergency rental assistance program provided by a government entity or non-profit organization.

Name of agency (government or non-profit organization): \_\_\_\_\_

**5. Declaration**

*(Check all that apply and give details. Add lines or attachments as needed.)* I declare:

- ☐ **Failure to timely pay was not willful or intentional.** *(Explain)*

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- ☐ **Failure to timely pay was caused by pressing and urgent (exigent) circumstances outside my control.** Those circumstances are not likely to happen again. *(Explain)*

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- ☐ **I am currently able to make timely payments according to the payment plan.** *(Explain)*

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- ☐ **I had a positive and timely payment history until recently.** *(Explain)*

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- 
- ☐ **Other than the payment issue, I am in substantial compliance with my rental agreement. (*Explain*)**

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- 
- 
- ☐ **An eviction would cause me great hardship. (*Explain*)**

- 
- 
- 
- ☐ **I have shown good conduct related to other notices served within the last 6 months. (*Explain*)**

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- 
- 
- ☐ **I am currently low-income, limited-resourced or experiencing hardship. (*Explain*)**

- 
- 
- 
- ☐ **I am relying on an emergency rental assistance program provided by a government entity or nonprofit organization. I have attached a pledge (written offer or proof) of the emergency rental assistance from the government entity or nonprofit organization. (*Attach proof.*)**

(*Name of government or non-profit*): \_\_\_\_\_

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## **6. Authority to stay the Writ of Restitution**

Under RCW 59.18.410(3)(a), “the court, at the time of the show cause hearing or trial, or upon subsequent motion of the tenant but before the execution of the writ of restitution, may stay the writ of restitution upon good cause and on such terms that the court deems fair and just for both parties.”

Under RCW 59.18.410(3)(a), “the court shall consider evidence of the following factors” in making this decision: the tenant’s willful or intentional default or intentional failure to pay rent; whether non-payment of the rent was caused by exigent circumstances that were beyond the tenant’s control and that are not likely to recur; the tenant’s ability to timely pay the judgment; the tenant’s payment history; whether the tenant is otherwise in

substantial compliance with the rental agreement; hardship on the tenant if evicted; and conduct related to other notices served within the last six months.

Under RCW 59.18.410(3)(c)(iv), the court shall stay the writ as necessary to afford a tenant an equal opportunity to comply with the terms of a payment plan if a tenant is relying on an emergency rental program provided by a government or nonprofit entity and provides an offer of proof.

Under RCW 59.18.283, a tenant may move to stay a writ of execution if a tenant defaulted in payment owed under a deposit installment plan. RCW 59.18.283 now includes the provision that "When, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default in payment as rent owing. Any rights the tenant and landlord have under this chapter with respect to rent owing equally apply under this subsection." RCW 59.18.283(3).

Under RCW 59.18.410(3)(e)(i), the court shall issue a finding as to whether the tenant is low-income, limited resourced, or experiencing hardship to determine if the parties may be eligible for disbursement through the landlord mitigation program account established within RCW 43.31.605(1)(c).

A recently added provision to RCW 43.31.605, provides that unpaid judgments resulting from the tenant's failure to comply with an installment payment agreement are also eligible for reimbursement from the landlord mitigation program. See RCW 43.31.605 (1)(c).

**Person making this motion fills out below:**

I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form are true.

Signed at (*city and state*): \_\_\_\_\_ Date: \_\_\_\_\_



\_\_\_\_\_  
*Person making this motion signs here*

\_\_\_\_\_  
*Print name here*

I agree to accept legal papers for this case at (*check all that apply*):

☐ the following address (*this does **not** have to be your home address*):

\_\_\_\_\_  
*Street or mailing address*

\_\_\_\_\_  
*city*

\_\_\_\_\_  
*state*

\_\_\_\_\_  
*zip*

☐ Email: \_\_\_\_\_

Superior Court of Washington, County of \_\_\_\_\_

Plaintiff/s (*landlord*):

\_\_\_\_\_

vs.

Defendant/s (*tenant*):

\_\_\_\_\_

No. \_\_\_\_\_

Order for Payment Plan and to Stay Writ of  
Restitution

(*No mandatory form*)

## Order for Payment Plan and to Stay Writ of Restitution

*Use this form with NJP Housing 638, Motion for Payment Plan and to Stay Writ of Restitution.*

### 1. Basis

The court has considered the **Motion for Payment Plan and to Stay Writ of Restitution** and supporting documents filed by Defendant/s, any response from Plaintiff/s, other documents from the court record identified by the court, if any, and any testimony or argument.

A hearing was held on (*date*) \_\_\_\_\_.

### 2. Findings

The court has considered the factors stated in RCW 59.18.410(3)(a). There is good cause to stay (pause) enforcement of the Writ of Restitution upon the fair and just terms ordered below.

- ☐ **Emergency rental assistance.** Defendant/s are relying on an emergency rental assistance program provided by:

(*Name of government or non-profit*): \_\_\_\_\_.

This stay is necessary to give Defendant/s an equal opportunity to comply with the terms of the payment plan. RCW 59.18.410(3)(c)(iv).

Other findings (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. Total amount owed**

The amount Defendant/s shall pay through the payment plan and/or assistance program includes the following:

|                                      |    |
|--------------------------------------|----|
| Rent due                             | \$ |
| Court costs                          | \$ |
| Late fee (up to \$75)                | \$ |
| Attorney fees                        | \$ |
| Deposit installment plan payment due | \$ |
| Other (describe):                    | \$ |
| Total                                | \$ |

**4. Order for payment plan**

Defendant/s shall pay the total amount listed above within **90 days** of this order by (date): \_\_\_\_\_.

The payments shall be made in installments as follows:

*(If this order is entered before the 15th of the month, the first payment must be for 1 month's rent, and must be paid within 5 court days of the entry of this order. RCW 59.18.410(3). If after the 15<sup>th</sup> of the month, then the following month's rental payment may be included in the total amount.)*

| Payment amount       | Due date |
|----------------------|----------|
| \$                   |          |
| \$                   |          |
| \$                   |          |
| \$                   |          |
| \$                   |          |
| (add rows as needed) |          |

Other requirements (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Order reinstating tenancy**

Defendant/s are reinstated to the tenancy at:  
(address) \_\_\_\_\_  
\_\_\_\_\_

**6. Order staying enforcement of Writ of Restitution**

Any Writ of Restitution previously ordered in this case is stayed.

Either Plaintiff/s or Defendant/s may deliver a non-certified copy of this Order to the Sheriff to stop the enforcement of any Writ of Restitution.

**Ordered.**

\_\_\_\_\_  
*Date*

▶ \_\_\_\_\_  
*Judge or Commissioner*

**Parties or their lawyers fill out below.**

This order (*check any that apply*):

- ☐ is an agreement of the parties
- ☐ is presented by me
- ☐ may be signed by the court without notice to me

This order (*check any that apply*):

- ☐ is an agreement of the parties
- ☐ is presented by me
- ☐ may be signed by the court without notice to me

▶ \_\_\_\_\_  
*Plaintiff signs here or lawyer + WSBA #*

▶ \_\_\_\_\_  
*Defendant signs here or lawyer + WSBA #*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*