

**Procedural Defenses
(in an unlawful detainer action under RCW 59.12 and 59.18)**

Issue	Analysis	Authority
<p>Is tenant in possession? (Has the tenant returned the keys?)</p>	<p>Court only has jurisdiction to decide limited issue of possession (and the statutory incidents thereto, i.e. restitution and rent or damages):</p> <ol style="list-style-type: none"> 1. If tenant voluntarily moved out prior to service or filing the case, the complaint should be dismissed. 2. If tenant voluntarily moved out after service or filing of complaint before the trial but is asserting the right to possession, the tenant has the right to have this issue determined. 3. If tenant moved out after service or filing of complaint but before the trial and is not asserting a right to possession the landlord can convert the action to ordinary civil suit for damages. 	<p>MacRae v. Way, 64 Wn.2d 544, 546, 392 P.2d 827 (1954); Kessler v. Nielsen, 3 Wn. App. 120, 123, 472 P.2d 616 (Div. I 1970) ; Castellon v. Rodriguez, 4 Wn. App.2d 8 (DIII. 2018) (court lacks authority to enter civil money judgment)</p> <p>Kelly v. Schorzman, 3 Wn. App. 908, 912, 478 P.2d 769 (Div. III 1970)(abandonment disputes possession, an essential element of a UD action and prevents LL from obtaining a judgment);</p> <p>Kessler v. Nielsen, supra, 3 Wn. App. at 126-26; Hous. Auth. of Pasco and Franklin Cnty. v. Pleasant, 126 Wn. App. 382, 387-89, 109 P.3d 422 (Div. III 2005) (tenant vacated after writ issued but claimed right to possession through appeal)</p> <p>Munden v. Hazelrigg, 105 Wn. 2d 39, 45-46, 711 P.2d 295, 298 (1985); Barr v. Young, 187 Wn. App. 105, 109-10, 347 P.3d 947 (Div. III 2015)</p>

<p>Are landlord and/or their attorney properly before the court?</p>	<ol style="list-style-type: none"> 1. UD must be prosecuted in the name of the real party in interest 2. Is the plaintiff a “landlord” entitled to possession? 	<p>CR 17.</p> <p>RCW 59.18.030(16): owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident</p>
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	<p>3. Corp. or LLC must be represented by lawyer</p> <p>4. Is the tenant a tenant-at-will and thus has a tenancy not subject to unlawful detainer?</p>	<p>manager, or a designated property manager; <i>MacRae v Way</i>, 64 Wn.2d 544, 392 P.2d 827 (1964); <i>Kessler v. Nielsen</i>, 3 Wn. App. 120, 127, 472 P.2d 616 (Div. I 1970) (must be entitled to possession).</p> <p><i>Dutch Village Mall v. Pelletti</i>, 162 Wn.App. 531 (Div. I 2011); <i>Cottringer v. Dept. Of Employment Sec.</i>, 162 Wn. App. 782 (Div. I 2011) (CR 11 proper basis to strike pleading for corp. or LLC not signed by lawyer)</p> <p><i>Turner v. White</i>, 20 Wn.App. 290 (1978) (holding former employee living on premises was tenant-at-will and thus not subject to unlawful detainer statute).</p>
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<p>Is action filed in proper court?</p>	<p>Superior court has exclusive jurisdiction over unlawful detainer actions.</p>	<p>WA Const. Art. 4, § 6; RCW 2.08.010</p>
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<p>Was proper <u>notice</u> served prior to commencement of action?</p>	<p>L/L may not avail itself of the jurisdiction of the court if L/L has failed to properly serve tenant a proper unlawful detainer notice under RCW 59.12.030 prior to commencement of action.</p> <p>Note: In an eviction the Superior Court does not lack subject matter jurisdiction, but a plaintiff who has not filed proper notice may not avail itself of the court’s jurisdiction.</p> <p>Types of Notices (RLTA):</p> <ul style="list-style-type: none"> ☐ 14-day notice to pay or vacate ☐ 10-day notice to comply or vacate ☐ 3-day notice for waste, unlawful business, nuisance, or substantial interference ☐ 90-day notice to sell or owner occupy ☐ 120-day notice for condo conversion <ul style="list-style-type: none"> · 20-day notice <ul style="list-style-type: none"> a. Sexual harassment by tenant b. Shared living with owner 60-day notice to terminate <ul style="list-style-type: none"> a. End of fixed term tenancy b. Other business reason c. 4 or more comply or vacates d. Sex offender status 	<p>Sowers v. Lewis, 49 Wn.2d 891, 895, 307 P.2d 1064, 1066 (1957) (proper notice is condition precedent to maintaining UD action); Housing Authority v. Terry, 114 Wn.2d 558, 564-65, 789 P.2d 745, 769 (1990); Christensen v. Ellsworth, 162 Wn.2d 365, 372, 173 P.3d 228 (2007) (noncompliance with statutory method of process precludes court from exercising jurisdiction over the action); Hall v. Feigenbaum, 178 Wn. App. 811, 819, 319 P.3d 61 (Div. I 2014) (party filing action after improper notice may not maintain such action or avail itself of the court’s jurisdiction)</p> <p>RCW 59.18.650 (2)(a) (2)(b) (2)(c)</p> <p>(2)(d), (e). Owner need not attempt to sell prior to evicting tenant. Snow v. Klee _ Wn.App.2d __ (2023); Owner must have actual intent to reside in dwelling that they are evicting renter from. Pinkerton __ Wn.App.2d __ (2023).</p> <p>(2)(g) (2)(p) (2)(i) (1) (2)(m) (2)(n) (2)(o)</p>
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	<ul style="list-style-type: none"> · 30-day notice of condemnation (or less) · 30-day notice to vacate transitional housing · 30-day notice to vacate due to fraud · 30-day notice due to refusal to sign new lease <p>☐ 30-day notice of non-compliance</p> <p>☐ 120-day notice prior to substantial rehabilitation</p> <p>☐ 60-day notice for tenant living in nonjudicial foreclosure property</p> <p>If Section 8 voucher holder, was this notice sent to Housing Authority by landlord?</p> <p>Does the notice ask for rent, or some other amount?</p> <p>Is the property a “covered dwelling” under the CARES Act? Then landlord must give 30-day pay or vacate notice.</p> <p>If the property is a “covered dwelling”, did the landlord give the VAWA Notice of Occupancy Rights?</p>	<p>(2)(h)</p> <p>(2)(j)</p> <p>(2)(l)</p> <p>(2)(k)</p> <p>RCW 59.18.180, but see 59.18.650 and argument that all reasons listed in .650 are exclusive means of eviction for RLTA</p> <p>RCW 59.18.200 (2)(c), 59.18.650(2)(f)</p> <p>RCW 61.24.060(3); RCW 61.24.146; but compare RCW 59.18.650 just cause ordinance as exclusive basis for unlawful detainer. 60-day notice arguably must correspond to notice in statute for RLTA tenancies.</p> <p>24 CFR 982.310(e)(2) (voucher holders)</p> <p>RCW 59.18.030 (definition of rent is periodic and recurring payments including rent and utilities).</p> <p>See Sherwood Auburn LLC v Pinzon, __ Wn.App.3d __ (2022).</p> <p>See this link for description of covered dwellings and legal analysis.</p> <p>See this brief for a procedural defense on this issue.</p> <p>See VAWA briefing on SharePoint.</p>
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	<p>If the tenancy is outside of the RLTA, consult RCW 59.12.030 for mandatory notices.</p> <p>If the eviction is for rent after March 1, 2020, did the landlord offer a repayment plan?</p> <p>Does eviction follow a foreclosure of the property or dwelling?</p> <ol style="list-style-type: none"> 1. If the eviction follows a non-judicial foreclosure and the defendant is the former owner who lost the home to foreclosure, then no notice is required but they must wait 20 days. 2. If the eviction follows foreclosure and the defendant is a bona fide tenant, they may be protected by the Protecting Tenants from Foreclosure Act <ol style="list-style-type: none"> a. Was the property federally assisted or have a federal mortgage? b. Is the tenant a bona fide tenant? 3. Did the trustee give proper notice to tenants? 	<p>RCW 59.18.630.</p> <p>RCW 61.24.060, <i>see also Selene RMOF II REO Acquisitions II, LLC v. Ward</i>, 189 Wn.2d 72 (2017) (purchaser of property who acquired from bank that foreclosed property can use unlawful detainer under RCW 61.24.060).</p> <p>RCW 61.24.143</p>
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<p>Was <u>notice</u> properly served?</p>	<p>L/L must serve tenant in following manner:</p> <ol style="list-style-type: none"> 1. First, attempt personal service. 2. If tenant absent from premises, leave copy with person of suitable age & discretion and mail to place of residence.* 3. If place of residence is not known or person of suitable age/discretion cannot be found, post notice in conspicuous place & deliver to any person found residing there and mail* to tenant at unlawfully held premises <p>*Add 1 day before commencement of unlawful detainer action if notice is mailed.</p> <p>If L/L does not attempt 1 and 2 before 3 L/L has not followed statutory requirements.</p>	<p>RCW 59.12.040; Christensen v. Ellsworth, 162 Wash.2d 365, 173 P.3d 228 (2007)(3 days includes weekends/holidays)</p> <p>RCW 59.12.040; Hinkhouse v. Wacker, 112 Wash. 253, 257, 191 P. 881 (1920) (notice delivered to person residing on premises and not also mailed is ineffective); Davis v. Jones, 15 Wn.2d 572, 576, 131 P.2d 430 (1942)</p> <p>RCW 59.12.040; See Smith v. Seattle Camp No. 69, 57 Wash. 556, 558, 107 P. 372 (1910) (posting and mailing constitute 2 acts but one service);</p> <p>RCW 59.12.040; Christensen v. Ellsworth, 162 Wash.2d 365, 377, 173 P.3d 228 (2007)</p> <p>See 17 Wash. Prac., Real Estate § 6.80 (2d ed.)</p>
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<p><u>Were summons & complaint properly served?</u></p>	<p>Tenant must be personally served with filed or un-filed summons & complaint.</p> <p>1. Personal service: Accomplished by serving tenant personally or leaving copy of summons & complaint at tenant’s home with some person of suitable age and discretion residing therein. A person is a “resident” if he is actually living in the particular home.</p> <p>2. Alternative service: Landlord must attempt due diligence in service by trying three times over not less than two different days and at two different times of day. L/L may serve summons & complaint by posting and mailing by regular & certified mail to last known address, not less than 9 days from return date stated in summons.</p> <p>If service by alternative service, L/L can only be awarded possession, i.e., no judgment for money damages.</p> <p>Before the entry of any default the L/L must provide a declaration from the person(s) serving the S&C ; if by alternative service, declaration must describe the attempts at personal service AND a declaration from the landlord that they believe the tenant cannot be found.</p>	<p>CR 4(d); RCW 4.28.080(16)</p> <p>Salts v. Estes, 133 Wn.2d 160, 170-71, 943 P.2d 275, 280 (1997) (house sitter or visitor is not a resident); Baker v. Hawkins, 190 Wn. App. 323, 329-330, 359 P.3d 931 (Div. III 2015); Weiss v. Glump, 127 Wash.2d 726, 734 (1995) (statutory service requirements must be complied with before court can adjudicate dispute) ; Castellon v. Rodriguez, 4 Wn. App.2d 8 (DIII. 2018) (service of one tenant is not effective for all tenants if tenant was not served at usual abode)(tenant does not waive defense of personal jurisdiction merely by an appearance in court)</p> <p>RCW 59.18.055 (1), (4)</p> <p>RCW 59.18.055(1)(a) and (4)</p> <p>RCW 59.18.055(1)(b)</p> <p>RCW 59.18.055 (2)</p> <p>RCW 59.18.055(3)</p>
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<p>Was proper summons form used?</p>	<p>Did landlord use special statutory summons, including phone number for legal services?</p> <p>Note: .375 rent certifications are no longer allowed. A writ issued based on a .375 notice should be quashed.</p> <p>If tenant appeared in any way, then L/L must give tenant notice of the default hearing at least five (5) days in advance.</p>	<p>Kelly v. Schorzman, 3 Wn. App. 908 (1970) ("Since plaintiff employed the general form of summons', she failed to comply with the procedural requisites."); RCW 59.18.365(3) (provides example of proper summons). Summons must be substantially in the statutory form.</p> <p>Truly v. Heuft, 138 Wash. App. 913, 918, 158 P.3d 1276 (2007) But see: MHM & F, LLC, v. Pryor, 168 Wash. App. 451, 277 P.3d 62 (2012), clarifies that while lack of proper summons fails to confer authority to the court to rule in an action, it does not deprive the court of subject matter jurisdiction.</p> <p>Former RCW 59.18.375</p> <p>CR 55(a)(3)</p>
<p>Does proper return date appear on Summons?</p>	<p>Summons must specify return date of not less than 7 days nor more than 30 days from date of service of summons.</p> <p>Tenant may serve answer by fax. L/L must list a street address where answer can be delivered.</p>	<p>RCW 59.12.070; Lange v. Whelan, 157 Wash. App. 1052 (2010, unpublished do not cite).</p> <p>Truly v. Heuft, 138 Wash.App. 913, 915, 158 P.3d 1276 (2007); see also Hous. Auth. of Everett v. Kirby, 154 Wash.App. 842, 846–48, 226 P.3d 222 (2010)</p>

	<ol style="list-style-type: none"> 1. Personal service: Statute permits response date on summons to be between 7 – 30 days. 2. Alternative service: Response date must not be less than 9 days from date of service of summons and complaint. <ul style="list-style-type: none"> · Must send by regular and certified mail and posted · No money judgment can be entered until court has jurisdiction over the defendant. · Before default obtained, landlord must submit a declaration describing efforts at personal service 	<p>RCW 59.18.365(1), (2) RCW 59.12.070</p> <p>RCW 59.18.055(1)(a)</p> <p>RCW 59.18.055 (1)(a)(b)</p> <p>RCW 59.18.055(2) RCW 59.18.055(3) RCW 59.18.055 (4) (must attempt service three times over two days at different times).tyt</p>
Does Complaint allege sufficient factual allegations?	<ol style="list-style-type: none"> 1. Does the complaint allege the existence of a rental agreement or tenancy covered by the RLTA or UDA statute? 2. Does the complaint allege service of a notice? 	Little v. Catania, 48 Wn.2d 890 (1956) ("the three-day notice was neither pleaded nor proved; therefore, any judgment of unlawful detainer was erroneous.")
Did tenant receive sufficient notice of show cause hearing?	<ol style="list-style-type: none"> 1. Show cause hearing scheduled 7 – 30 days after service of the Order to Show Cause 2. Does order contain requisite language regarding possession of the property by the sheriff? 	<p>RCW 59.18.370</p> <p>RCW 59.18.370 ("The order shall notify the defendant...")</p>
Evidence at Show Cause	<ol style="list-style-type: none"> 1. Does the landlord rely on inadmissible evidence at show cause, such as hearsay? 	Housing Authority of Pasco and Franklin County v. Pleasant, 126 Wash. App. 382 (2005) ("In summary proceedings, the rules of evidence still apply; inadmissible evidence may not be considered.").

<p>14-DAY NOTICE (to pay or vacate)</p>	<p>1. Notice must state “pay or vacate.” Failure to notify tenant of alternative of curing violation or surrendering premises deprives LL of ability to prove a cause of action or maintain the action or avail himself of the court’s jurisdiction.</p> <p>2. Notice must state amount allegedly owed and be a good faith estimate of actual amount owing.</p> <p>3. Notice may not demand nonrecurring charges, such as late fees, legal fees, or deposits.</p> <p>4. 60 days notice for increase in rent prior to start of lease term. Rent cannot be increased during a term except in tenancies where rent is based on tenant income like, public housing (not LIHTC units).</p> <p>5. Tenant tendered rent owing within 14 day period. LL’s refusal of proper tender of rent can be raised as a defense.</p> <p>6. Landlord must apply payments toward rent before other fees or costs.</p>	<p>RCW 59.12.030(3); Housing Authority v. Terry, 114 Wn.2d 558, 789 P.2d 745 (1990)(strict compliance with unlawful detainer statute is jurisdictional prerequisite); Kitsap Cnty. Consol. Hous. Auth. v. Henry-Levingston, 196 Wn. App. 688, 699, 385 P.3d 188 (Div. II 2016) (noncompliance with notice requirements prevents court from exercising its jurisdiction); FPA Crescent Asso., LLC v. Jamie’s LLC, 190 Wn. App. 666, 360 P.3d 934 (Div. III 2015)</p> <p>Foisy v. Wyman, 83 Wn.2d 22, 32-33, 515 P.2d 160 (1973); Byrnett v. Gardiner, 35 Wash. 668, 674-76, 77 P. 1048 (1904) (amount due must be sufficiently definite to enable tenant to pay and avoid forfeiture)</p> <p>RCW 59.18.030 (defining rent to include recurring charges, including utilities) RCW 59.18.283 (limiting eviction for nonpayment to “rent” as defined in statute).</p> <p>RCW 59.18.140 (excludes certain subsidized tenancies)</p> <p>International Indus. Inc. v. United Mortgage Co., 96 Nev. 150, 606 P.2d 163 (1980)(citing Thrifty Supply Co. v. Deverian Builders, 3 Wn. App. 425, 475 P.2d 905 (1970)(payment established by receipt of funds by creditor)); See M H 2 Co. v. Hwang, 104 Wn. App. 680, 685, 16 P.3d 1272 (Div. III 2001) (landlord improperly rejected rent tendered within cure/waiting period) RCW 59.18.283</p> <p>RCW 59.18.283</p>
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<p>14-DAY NOTICE</p> <p>(to pay or vacate)</p> <p>continued</p>	<p>7. Waiver: Generally, LL’s acceptance of rent with knowledge that tenant has breached terms of tenancy acknowledges the continuance of the tenancy and waives right to evict tenant based on such breach(es) that LL alleged or knowingly could have alleged and must wait until breach(es) continues or new breaches occur.</p> <p>Non-waiver clauses: LL does not waive right to evict if lease includes express stipulation between the parties that LL’s acceptance of rent does not waive LL’s right to declare a forfeiture for prior breaches; a general provision against waiver of covenants, breaches, etc., is not sufficient waiver for acceptance of rent since lease strictly construed against LL.</p> <p>a. LL waives right to evict if accepts undisputed amount of rent within notice period.</p> <p>b. No waiver if LL accepts partial payment of rent after notice period.</p> <p>c. No waiver if LL accepts rent after a 3-day notice if LL applies receipts to earliest rent first and there is still some rent owing for period before the notice.</p> <p>d. LL waives right to evict tenant for prior/older defaults in rent when tenant tenders current rent owing within notice period. However, LL may obtain money judgment for older rents due.</p>	<p>Wilson v. Daniels, 31 Wn.2d 633, 640-41, 198 P.2d 496 (1948) (however, where rent is paid in advance, LL is may declare forfeiture for breach occurring subsequent to payment of rent and during the period for which the rent is paid)</p> <p>Wilson v. Daniels, supra. 31 Wn.2d at 641-42; MH2 Co. v. Hwang, 104 wn. App. 680, 684, 16 P.3d 1272 (Div. III 2001)</p> <p>See Duvall Highlands LLC v. Elwell, 104 Wn. App. 763, 768-69, 19 P.3d 1051, 1054 (Div. I 2001)</p> <p>Hwang v. McMahill, 103 Wn. App. 945, 953, 15 P.3d 172, 177 (Div. I 2001)</p> <p>Housing Resources Group v. Price, 92 Wn. App. 394, 402, 958 P.2d 327 (Div. I 1998); Carrher v. Bell, 7 Wash. 81, 83, 34 P. 469 (1893);</p> <p>MH2 v. Hwang, 104 Wn. App. 680, 684-85, 16 P.3d 1272 (2001); See Wilson v. Daniels, supra, 31 Wn.2d at 643 (by accepting rent,, old breaches are not wiped out, LL merely waived his right to declare lease forfeiture based on them).</p>
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	<p>e. LL waives right to proceed with unlawful detainer action if accepts (undisputed) rent, late fees, and attorney's fees after service of summons and complaint.</p> <p>8. Set-offs: (e.g. costs of repairs made by tenant, value of work performed by tenant at LL's request) equals or exceeds rent allegedly owed.</p> <p>9. Warranty of habitability: Set-offs based on violation of warranty of habitability equals or exceeds rent allegedly owed. Tenant not required to be current in rent or have previously provided LL with written notice of violates to raise defense. However, LL must have knowledge of the allege</p> <p>10. Deposit paid by tenant should be applied towards rent if amount is equal or exceeds rent owing. Deposit should be applied towards rent rather than treated as a "deposit" if LL collected a deposit but failed to execute written rental agreement and provide tenant with written checklist describing condition of property at commencement of tenancy.</p>	<p>Hous. Auth. of Grant County v. Newbigging, 105 Wn. App. 178, 187, 19 P.3d 1081 (Div. 3 2001).</p> <p>RCW 59.18.380 (provides tenant may assert any setoffs at show cause hearing); RCW 59.18.400 (tenant may assert any set-off arising out of tenancy)</p> <p>Foisy v. Wyman, 83 Wn.2d 22, 34, 515 P.2d 160 (1973) (condition must present substantial risk of future danger: (1) were premises totally/partially uninhabitable? (2) what portion of obligation to pay rent is relieved by LL's total/partial breach of warranty? (3) set-off amount relieved from payment against rent due)</p> <p>RCW 59.18.260</p>
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<p>3-DAY NOTICE</p> <p>(for nuisance, waste, unlawful activity, or substantial interference)</p>	<p>Expired notice. Notice of nonperformance under RCW 59.18.130 expires after 60 days unless LL pursues remedy under RLTA.</p> <p>Tenant did not engage in nuisance, waste or unlawful business on premises.</p> <p>a. Nuisance requires a substantial interference with another person’s use and enjoyment of the property, a physical discomfort which is of some duration. However, a <u>single incident</u> of drug-related activity, an assault which leads to an arrest, or unlawful use (including threat) of firearm or deadly weapon which leads to an arrest constitutes a nuisance. Tenant should be given opportunity to comply for other alleged nuisances.</p> <p>Tenant may be evicted for drug-related activity of subtenant, sublessee, resident or anyone else who engaged in drug-related activity at rental property with knowledge or consent of tenant.</p> <p>b. Waste is unreasonable or improper use, abuse, mismanagement, or failure to perform a duty which results in substantial damage to premises.</p> <p>c. Unlawful business means tenant operated prostitution, gambling, or business not properly zoned or licensed on premises.</p>	<p>RCW 59.12.030(5); RCW 59.18.130(5) RCW 59.18.190; Sullivan v. Purvis, 90 Wn. App. 456, 460, 966 P.2d 912 (Div. III 1998); Stevens Housing Co-op v. Guiffre, unreported, 89 Wn. App. 1067, 1998 WL 129967 (Div. I 1998) (3-day pay-or-vacate notice)</p> <p>Tarr v. Hopewell Community Club, 153 Wash. 214, 279 P. 594 (1929)(delineates factors to consider to determine nuisance); RCW 59.18.130(6) and RCW 7.43 (drug nuisance); RCW 59.18.130 (8) (assault with arrest or threat with deadly weapon with arrest breach of tenant duties) RCW 59.18.180</p> <p>RCW 59.18.130(6); cf. Hartson v. Goodwin, 99 Wn. App. 227, 991 P.2d 1211 (2000)(eviction for criminal activity under Mobile Home Landlord-Tenant Act limited to eviction of person who committed the crime)</p> <p>See e.g. Graffell v. Honeysuckle, 30 Wn.2d 390, 398, 191 P.3d 858 (1948); Delano v. Tennent, 138 Wash. 39, 244 P.2d 273 (1926) (weakened supports of main building when removing equipment)</p> <p>See Gebbie v. Olson, 65 Wn. App. 533, 828 P.2d 1170 (Div. III 1992) (engaging in any business or profession in defiance of the law is nuisance per se and subject to injunction; court enjoined unlicensed practice of dentistry)</p>
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<p>10-DAY NOTICE</p> <p>(to comply or vacate)</p>	<p>1. Notice must state “comply or vacate.” Failure to notify tenant of alternative of curing violation or surrendering premises deprives LL of ability to prove a cause of action or maintain the action or avail himself of the court’s jurisdiction.</p> <p>2. Notice must comply with lease provisions regarding content and specificity of notice. Check to see whether dwelling is subject to subsidized housing requirements for more specificity.</p> <p>3. Notice contains specific details adequate to permit tenant to present a defense, such as time and date of offense, specific lease provision, and details as to allegation.</p> <p>3. Tenant corrected lease or statutory violation within 10-day period.</p> <p>4. Tenant’s failure to comply is related to disability. See reasonable accommodation section below.</p>	<p>RCW 59.12.030(4); Housing Authority v. Terry, 114 Wn. 2d 558, 789 P.2d 745 (1990)(strict compliance with unlawful detainer statute is jurisdictional prerequisite; Sullivan v. Purvis, 90 Wn App. 456, 459, 966 P.2d 912 (Div. III 1998) (failure to provide 10-day alternative to cure deprives court of authority to adjudicate controversy);</p> <p>Byrkett v. Gardner, 35 Wash. 668, 674-75, 77 P. 1048 (1904) (notice must be sufficiently certain to inform lessee of acts/omissions constituting breach to afford an opportunity to correct). For subsidized housing, see also Tacoma Rescue Mission v. Stewart, 155 Wn. App. 250 (2010) ("Because TRM failed to state specific grounds for termination or a date certain terminating his tenancy, TRM's notice failed to comply with Stewart's lease requirements.")</p> <p>RCW 59.12.030(4)(statute provides tenant must be given 10 days to comply or vacate)</p>
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<p>20-day notice for shared dwelling</p>	<p>Is the landlord the person who lives in the shared dwelling and shares common areas or someone else?</p>	<p>Brewer v. Hill, __ Wn.App.2d __, (2023).</p>
<p>90-day Notice of Intent to Sell or Reside therein</p>	<p>Did sale of property occur prior to eviction?</p> <p>Does landlord actually intend to reside in the dwelling?</p>	<p><i>See Thoreson Homes v. Prudhon</i>, 197 Wn.App. 38 (2016) (interpreting Seattle ordinance, court found that new owner cannot rely on prior notice of intent to sell from former owner).</p> <p><i>Howard v. Pinkerton</i>, 26 Wash.App.2d 67, 0528 P.3d 396 (2023).</p>
<p>30-DAY NOTICE (of non-compliance)</p>	<p>LL can issue tenant a 30-day notice of noncompliance if tenant’s failure to comply with lease or statutory duties substantially affects health and safety of tenant or other tenants or increases a threat of fire hazard and condition can be remedied by repair, replacement of damaged item, or cleaning.</p> <p>LL can commence unlawful detainer action after issuing tenant 30-day notice. However, tenant has a defense to unlawful detainer action if tenant substantially remedies non-complying condition within 30 days (or less in the event of an emergency), provided that if defective</p>	<p>RCW 59.18.180</p> <p>RCW 59.18.180</p>

	condition remedied after commencement of unlawful detainer action, tenant may be liable for LL's costs and reasonable attorney's fees.	
120-DAY NOTICE	<p>Whenever a landlord plans to demolish or substantially rehabilitate premises or plans a change of use, 120 day notice is required prior to termination of tenancy.</p> <p>Change of use includes conversion to a nonresidential use or conversion to a new type of residential use that results in displacement (retirement home, emergency shelter) OR conversion from assisted housing development, i.e. a building that receives federal, state or local assistance.</p> <p>Violation creates a cause of action for three times the monthly rent, court costs, and fees. Tenant should argue, pursuant to Fasicewski v. Brown, that failure to comply is also a defense to eviction.</p>	RCW 59.18.200; (HB 1462- 2019)
Retaliation	Is the eviction retaliatory because the tenant asserted a right or the landlord is stifling free speech?	Port of Longview v. International Raw Materials, Ltd., 96 Wn.App. 431, 979 P.2d 917 (1999).
Federal Law Issues	Does the property or tenant receive federal funds or subsidies? If so, is the property a "covered property?" If so, an additional 30 day notice may be required.	<p>Auburn v Pinzon 24 Wash.App.2d 66,4521 P.3d 212 (2022)</p> <p>Violence Against Women Act (VAWA), 42 U.S.C.A. § 14043e-11 and 34 U.S. Code § 12491</p> <p>CARES Act, 15 U.S.C. § 9058</p> <p>HUD Subsidized Programs. These HUD programs are covered:</p> <ol style="list-style-type: none"> 1. all public housing, including privately owned, mixed-finance units that derived from public housing, such as units that underwent the Rental Assistance Demonstration (RAD) program;

		<ol style="list-style-type: none">2. For HCV or VASH participants, for purposes of the Notice of Rights the PHA and not the owner is the entity required to give notices of occupancy rights.3. Section 8 Moderate Rehabilitation program;4. Section 8 Project-Based housing;5. Section 202 housing for the elderly (but not Section 202 direct loan programs);⁷6. Section 811 housing for people with disabilities;7. Section 236 multifamily rental housing;8. Section 221(d)(3) Below Market Interest Rate (BMIR) housing; and9. HOME Investment Partnerships Program (HOME);10. Housing Opportunities for People with AIDS (HOPWA);11. McKinney-Vento Act homeless assistance programs, including Continuum of Care (CoC) and Emergency Solutions Grants (ESG) programs; and12. Housing Trust Fund (HTF) program. <p>USDA Rural Development (RD) Programs. VAWA 2013 extends its protections to the following RD multifamily housing programs:</p> <ol style="list-style-type: none">1. Section 515 Rural Rental Housing;2. Sections 514 and 516 Farm Labor Housing;3. Section 533 Housing Preservation Grants; and4. Section 538 multifamily rental housing. <p>Low Income Housing Tax Credit</p>
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