
LOSING HOME

The Human Cost of Eviction in Seattle

A Report by the Seattle Women's Commission and the
Housing Justice Project of the King County Bar Association.



**Seattle
Women's Commission**

Losing Home: The Human Cost of Eviction in Seattle

Lead Authors (in alphabetical order)

Tara Cookson, PhD, Margaret Diddams, PhD, Xochitl Maykovich, Edmund Witter

Contributors

The following individuals provided immense support with data collection, editing, and research: Nicole Backman, Elliott Barronian, Elizabeth Bumpous, Sean Dwyer, Darya Farivar, Ernesto Garcia, Harry Higgins, Rhonda Hodge, Catie Holcroft, Peter Houck, Elisabeth Lindsley, Jesse Offenhartz, Arlen Olson, Min Pease, Veronica Restrepo, CJ Robinson, Priya Saxena, Youseff Shalaby, Vallen Solomon, Zoe True, Kelli Voellger, Jamilah Williams

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About the Seattle Women's Commission

The Seattle Women's Commission advises the Mayor, City Council and city departments on issues that impact the women of Seattle. The Commission identifies areas of concern and recommends policy and legislation, provides feedback and opinion on issues of city and state budget, and acts as a liaison between the women of Seattle and City government.



About the Housing Justice Project

The Housing Justice Project (HJP) is a homelessness prevention program of the King County Bar Association providing accessible volunteer-based legal services for low-income tenants facing eviction in King County.

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“That would be harassment.”

– A landlord’s attorney in New York City when asked how often he has evicted a tenant for a month or less in outstanding rent.

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EXECUTIVE SUMMARY

“It has been stressful and scary. You don’t have any sort of grounding or sense of home. I’m literally carrying my bags around. I feel like a nomad.”

– Tenant Interview, 6 Months after December 2017 Eviction

EVICTION PROCEEDINGS, also known as “unlawful detainers,” are scheduled every day in the King County Superior Court, and while this eviction machine is unseen by the majority of the city, the results reverberate far outside the courthouse. While a month of unpaid rent might be an inconvenience for a landlord, an eviction can mean life or death for a tenant. National research shows eviction is one of the leading causes of homelessness. Despite these serious societal consequences of systemic evictions, a deep analysis of eviction causes, process, and outcomes has never before been carried out in Seattle. Because the city is experiencing an unprecedented housing crisis, and we knew anecdotally that this crisis disproportionately impacts marginalized communities such as women, people of color, and people in poverty, the Seattle Women’s Commission (SWC) and the King County Housing Justice Project (HJP) decided to undertake research to fill this gap.

This research investigates how current policies and the practices of courts, landlords, attorneys, and other private actors facilitate the mass eviction of low-income tenants in Seattle. It assesses eviction factors like the amount of unpaid rent that trigger evictions, how much debt tenants accumulate as a result of eviction rulings, how evictions affect

tenant and family health, and where tenants go after eviction. It also considers the relationship between eviction and other housing challenges, such as gentrification, substandard housing conditions, and violations of landlord-tenant law.

To better understand evictions in Seattle, we identified 1,218 unlawful detainer cases filed against residential households, affecting a total of 1,473 tenants, within Seattle city limits in 2017. We gathered a substantial amount of data from these records, including demographics, reasons for evictions, financial costs, and tenant experiences. We further supplemented this information from anonymized 2017 HJP client data, Seattle Department of Construction and Inspection (SDCI) records, and King County Medical Examiner's Office (KCMEO) records. Finally, to learn more about the causes and impact of eviction we performed a survey of HJP clients as well as in-person interviews of evicted tenants and housing case managers. The findings of this research effort include:

- ◆ Women were more likely to be evicted over small amounts of money: of single-tenant household cases where a tenant owed \$100.00 or less, 81.0% were women.
- ◆ 51.7% of tenants in eviction filings were people of color; 31.2% were Black tenants, experiencing eviction at a rate 4.5 times what would be expected based on their demographics in Seattle.
- ◆ While evictions occurred in each City Council District, more than half of all eviction filings (58.4%) occurred in Council District 7 (25.9%), Council District 3 (17.2%), and Council District 5 (15.3%).
- ◆ 5.0% of cases were from a building in which at least one landlord-tenant violation had been found by the SDCI at the rental building 90 days before the eviction.
- ◆ 86.5% of eviction filings were for nonpayment of rent and of these, 52.3% were for one month or less in rent.
- ◆ Survey respondents cited several reasons for falling behind on rent including: lost employment or income (51.4%), medical emergency (8.6%), and a death in the family (2.9%), but 74.3% of respondents indicated they could pay all or some portion of the rent owed at the time of the interview. In court records, tenants also cited domestic violence, hospitalization, and the rigidity of their leases, as contributing to their eviction.
- ◆ Tenants face steep financial costs resulting from eviction: the median court judgment was \$3,129.73, including rent owed, non-rent charges, and legal costs.
- ◆ Tenants were required to pay attorney's fees (90.6% of cases with a median charge of \$416.19) and court costs (92.2% of cases with a median charge of \$358.98) in the majority of cases.
- ◆ From the court records, 23.4% of tenants with legal counsel remained housed, compared to 14.6% without counsel. Even with legal counsel, Seattle tenants fared worse than tenants in other areas, such as Bronx tenants with counsel who remained housed over 86% of the time. This discrepancy is likely because of weak tenant protections and the lack of a centralized, efficient eviction prevention system.

- ◆ According to court records, 75.0% of tenants vacated their unit, 16.6% remained in their unit, 8.1% had unclear results, and 0.3% died during the eviction process.
- ◆ Eviction negatively impacted tenants' health: 36.7% of survey respondents reported experiencing stress, 8.3% experienced increased or newly onset depression, anxiety, or insomnia caused by their eviction, and 5.0% developed a heart condition they believed to be connected to their housing situation.
- ◆ Of evicted respondents with school-age children, 85.7% said their children had to move schools after the eviction, and 87.5% reported their children's school performance suffered "very much" because of the eviction.
- ◆ Most evicted respondents became homeless, with 37.5% completely unsheltered, 25.0% living in a shelter or transitional housing, and 25.0% staying with family or friends. Only 12.5% of evicted respondents found another apartment or home to move into. Ultimately, eviction pushed low-income tenants out of Seattle: 43.5% of evicted respondents had to leave the city as a result.
- ◆ Out of the 1,218 eviction cases, six tenants died either during the process or soon thereafter. Four of those individuals died by suicide and one died of an accidental overdose the day after the sheriff evicted him. One individual died while receiving hospice care and during the eviction process, according to a court record.
- ◆ An analysis of the KCMEO's 2017 list of deaths of presumed homeless individuals showed nine people had an eviction filed against them in the three years prior to their death.

Because evictions disproportionately impact marginalized communities and have long-lasting harm on individuals as well as the broader community, it is imperative for local and state governments to take immediate action to address evictions. We urge elected officials and the courts to adopt the following recommendations, which are further detailed in the Conclusion and Policy Recommendations section:

Make it Possible to Pay Rent

1. Require Landlords to Offer Payment Plans
2. Increase Time Period to Cure Nonpayment of Rent
3. Increase Subsidies to Tenants At Risk of Eviction
4. Centralize the Process for Obtaining Assistance In One Place
5. Build More Housing for Low- and No-Income Residents, Especially Families

Improve the Landlord-Tenant Relationship

1. Expand Cohabiting Rights to Help Address Affordability
2. Curb Abuses of Mutual Termination Agreements
3. Restrict Landlord Ability to Bring Eviction Actions for Minor Lease Violations and Limit Lease Changes
4. Strengthen Just Cause Eviction Ordinance
5. Prevent Evictions from Substandard Properties

Rebalance the Scales of Justice

1. Increase Coordinated Funds for Legal Defense and Tenant Outreach Funds
2. Provide Funding for an Eligible Guardian Ad Litem or Appointment of Counsel
3. Create a Legal Path for Tenants to Enforce their Rights in Court
4. Require Service of Information about Resources to be included on Legal Forms
5. Provide Courts with More Flexibility When Determining if an Eviction is Warranted
6. Limit Non-Rent Charges and the Imposition of Attorney's Fees
7. Expand Courthouse-Based Resources to Include Social Services and Financial Assistance
8. Limit Reporting of Landlord-Tenant Debt Unless Reduced to Judgment

INTRODUCTION: OVERVIEW OF EVICTIONS IN THE UNITED STATES

WHETHER FORCED to move out of their rental unit at the request of the landlord or after a court-ordered eviction, millions of individuals and families are evicted across the United States every year. Rather than an unfortunate individual issue, eviction has long-term negative consequences on families, communities, cities, and states. Eviction is a leading cause of poverty and homelessness.¹

Impacts of Eviction

A single eviction can have enduring negative consequences. An eviction record can prevent families from benefitting from public housing and can tarnish a lease-holder's credit rating.² This may explain why families who have been evicted face elevated levels of material hardship,³ which can also make it more difficult to secure safe and acceptable housing in

1 Burt, M. (2001). Homeless families, singles, and others: findings from the 1996 national survey of homeless assistance providers and clients. *Housing Policy Debate*, 12(4), 737-780.

2 Greiner, D., James W., Pattanayak C., Hennessy J. (2013). The Limits of unbundled legal assistance: a randomized study in a Massachusetts district court and prospects for the future. *Harvard Law Review*, 126, 901-989.

3 Desmond M., Kimbro, R.T. (2015). Eviction's fallout: housing, hardship, and health. *Social Forces*, 94, 295-324.

the future. Studies have shown that following an eviction, families are more likely to accept substandard housing and relocate to a neighborhood that is more disadvantaged than the one they left.⁴ In many cases, evicted individuals and families are not able to find shelter, leading to homelessness.

Eviction has negative consequences on health, and as such, is increasingly considered a public health concern. A systematic review of the evidence on the effects of home eviction on health found that when people live under threat of eviction (from mortgage or rent arrears to actually being evicted) they present a number of negative mental and physical health outcomes. These include depression among adults and children: anxiety, psychological distress, substance abuse, high blood pressure, child maltreatment, and suicide.^{5,6,7} A number of studies have shown that the eviction of children and adolescents has serious and longstanding effects on their development and overall well-being, including poor academic performance, delayed literacy skills, an up-tick in dropout rates, and violent behavior.⁸

The combined outcomes of poor health, poverty, and homelessness underscore that the negative effects of eviction extend beyond the individuals and families removed from their homes. Eviction has a negative impact on the entire community in which it occurs, and is thus a significant area for critical attention and sustained action.

Who Is Evicted?

Very few studies have been conducted on gender and racial discrimination in eviction decisions. Those that exist suggest that eviction has class, racial, and gender dimensions. A systematic review of the evidence on evictions found a number of examples illustrating that the most disadvantaged groups face the highest likelihood of an eviction, including those with less education, the unemployed, people with lower incomes, and ethnic minorities.⁹ Previous research in King County found that evictions occurred most

4 Desmond, M. (2015). Unaffordable America: poverty, housing, and eviction. *Institute for Research on Poverty*, 22, 1-6.

5 Vásquez-Vera H., Palència L., Magna I., Mena C., Neira J., Borrell C. (2017). The threat of home eviction and its effects on health through the equity lens: A systematic review. *Social Science & Medicine*, 175, 199-208.

6 Zivanovic, R., Omura, J., Wood, E., Nguyen, P., Kerr, T., & DeBeck, K. (2016). Eviction and loss of income assistance among street-involved youth in Canada. *Journal of Public Health Policy*, 37, 244–259. <https://doi.org/10.1057/jphp.2016.12>

7 Fowler, K. A., Gladden, R. M., Vagi, K. J., Barnes, J., & Frazier, L. (2015). Increase in suicides associated with home eviction and foreclosure during the US housing crisis: findings from 16 national violent death reporting system states, 2005–2010. *American Journal of Public Health*, 105(2), 311-316.

8 Tsai, J., & Huang, M. 2018. Systematic review of psychosocial factors associated with evictions. *Health & Social Care in the Community*, 1-9.

9 Vásquez-Vera H., Palència L., Magna I., Mena C., Neira J., Borrell C. (2017). The threat of home eviction and its effects on health through the equity lens: A systematic review. *Social Science & Medicine*, 175, 199-208.

commonly in neighborhoods that were located furthest from economic centers, had the lowest rent, and were in ethnically and racially diverse neighborhoods.¹⁰ Evictions in King County were *least* likely to occur in whiter, low-poverty, better-educated, least-affordable neighborhoods attractive to city newcomers.¹¹ This suggests that in places where it is difficult to live, and material deprivation is constant, eviction is a routine part of life. As discussed below, gentrification is yet another cause of eviction, and one that is increasingly relevant to the debate around livability and homelessness in Seattle.

Overall, female-headed households with multiple children are at greatest risk of eviction.^{12,13} A landmark study focused on the relationship between evictions and presence of children found that families with children were far more likely to receive an eviction judgment in court in cases where the landlord chose to evict them on nonpayment of rent.¹⁴

Racial discrimination persists in accessing housing.¹⁵ Studies have found that low-income women, and particularly those who reside in majority Black and Latinx neighborhoods, face an increased risk of eviction because of the particular barriers they face, such as earning lower incomes than their male counterparts, to make payments and repay debt.¹⁶

There are no major studies examining eviction among LGBTQI or immigrant communities. However, it is a prevalent finding from other studies is that marginalized groups overall tend to be at greater risk of eviction.

Causes of Eviction

Nonpayment of rent is the leading reported reason for eviction. In recent years, low-income families across the United States have seen their household income flatline or fall.¹⁷ Over half of poor families who rent spend at least 50.0% of their total income on housing,

10 Thomas, T. (2017). *Forced Out: Race, Market, and Neighborhoods Dynamics of Evictions. Doctoral Thesis. University of Washington, Department of Sociology.* <https://digital.lib.washington.edu/researchworks/handle/1773/40705>

11 Id.

12 Tsai, J., & Huang, M. (2018). Systematic review of psychosocial factors associated with evictions. *Health & Social Care in the Community*, 1-9.

13 Desmond, M., Gershenson, C. (2016). Who gets evicted? Assessing individual, neighborhood, and network factors, *Social Science Research*. <http://dx.doi.org/10.1016/j.ssresearch.2016.08.017>

14 Desmond M., Weihua A., Richelle W., Thomas F., (2013). Evicting children. *Social Forces*, 92, 303-327.

15 Pager D., Shepherd H., (2008). The sociology of discrimination: racial discrimination in employment, housing, credit, and consumer markets. *Annual Review of Sociology*, 34, 181-209.

16 Desmond, M. (2012). Eviction and the reproduction of urban poverty. *American Journal of Sociology*, 118, 88-133.

17 Collinson, R. (2011). Rental housing affordability dynamics, 1990-2009. *Cityscape: A Journal of Policy Development and Research*, 13(2), 71-103.

and a quarter of these families spend over 70.0%.¹⁸ Studies have found that landlords who own properties in neighborhoods undergoing gentrification may raise rents to provoke evictions, or clear their buildings through no-cause evictions with the intention of attracting a wealthier clientele.^{19,20}

People may fail to pay rent for a variety of reasons, including loss of employment, unforeseen or unmanageable medical debt resulting from a privatized healthcare system, a public benefits sanction, a reduction in work hours, or an inability to return to work following childbirth. Eviction is not only a threat to the lowest economic classes. As precarious work in the 'sharing' or 'gig economy' becomes increasingly common, the thousands of people trying to piece together bits of work in technology, ridesharing, and food delivery services also face the uncertainties of an irregular income earning. For example, 55.8% of personal care workers and 55.2% of food preparation workers are rent burdened.²¹

The root causes of eviction extend well beyond nonpayment of rent or other mundane conflicts between landlord and tenant. Evictions are most likely to occur in the context of historical, institutionalized racism and classism, and rapid, inequitable economic growth that is not accompanied by government or social sector-led interventions that protect families and individuals. King County's historical legacy of discriminatory policy-making and lending (e.g. 'redlining', the systematic denial of home loans to people living in majority non-white neighborhoods)²² contribute to the current dynamic in which most evictions take place in neighborhoods majority populated by racial and ethnic minorities.²³ Equitable and sustainable solutions must account for this legacy, and take a view of housing in that is inclusive of all individuals and families who live in and contribute to the city.

18 Eggers F., Moumen F. (2010). Investigating Very High Rent Burdens Among Renters in the American Housing Survey. *U.S. Department of Housing and Urban Development Office of Policy Development and Research*

19 Marcuse, P. (1986). Abandonment, gentrification, and displacement: the linkages in New York city. In: Smith, Neil, Williams, Peter (Eds.), *Gentrification and the City*. Unwin Hyman, London, pp. 153-177.

20 Newman K., Wyly E. (2006). The right to stay put, revisited: gentrification and resistance to displacement in New York city. *Urban Studies*, 43, 23-57.

21 Joint Center for Housing Studies of Harvard University tabulations of US Census Bureau, 2016 American Community Survey 1-Year Estimates.

22 For a history of redlining in Seattle, see: <https://www.seattle.gov/cityarchives/exhibits-and-education/online-exhibits/redlining-in-seattle>

23 Thomas, T. (2017). Forced Out: Race, Market, and Neighborhoods Dynamics of Evictions. *Doctoral Thesis. University of Washington, Department of Sociology*. <https://digital.lib.washington.edu/researchworks/handle/1773/40705>

OVERVIEW OF LANDLORD-TENANT LAW IN WASHINGTON

THE FOLLOWING SECTION provides a brief overview of Landlord-Tenant Law in Washington in order to provide familiarity with terminology used throughout the analysis. Most residential landlord-tenant relationships are governed by the Residential Landlord-Tenant Act (RLTA) as codified in Chapter 59.18 of the Revised Code of Washington (RCW). This chapter applies to rental agreements entered into for living or dwelling purposes.²⁴ Some less common residential tenancies are exempted from the chapter.²⁵ Mobile Home Tenancies are governed by Chapter 59.20 of the RCW, and most other tenancies are governed by 59.12 of the RCW. There are other laws that affect residential tenancies that can be found elsewhere in the RCW such as the ban on rent control, which can be found in part within RCW 35.21.830.

The Washington State Legislature passed the RLTA in 1973 based in part on the Uniform Residential-Landlord Tenant Act (URLTA) of 1972, which was created by the National Conference of Commissioners on Uniform State Laws (NCCUSL). Since its passage, the

²⁴ RCW 59.18.030(27).

²⁵ RCW 59.18.040.

NCCUSL has significantly updated the URLTA.²⁶ Similarly, the Washington State Legislature has amended and added portions to the RLTA since 1973, but the core of the original 1973 Act remains in effect.²⁷

The RLTA imposes duties and obligations on both the landlord and tenant.²⁸ Most of these obligations are fairly intuitive: in exchange for the payment of rent, the landlord must provide a habitable dwelling unit; in turn, the tenant must abstain from negligently or intentionally damaging the rental unit.²⁹ When a landlord fails to maintain the premises, the tenant may exercise several remedies in accordance with the requirements of the chapter;³⁰ however, in order to exercise any remedies available under the chapter, the tenant must be current on their rent.³¹

Besides outlining the respective duties of landlords and tenants, the RLTA also restricts how local governments enact and conduct other policies affecting tenancies subject to the RLTA. In particular, the RLTA outlines the framework by which a city may create a rental inspection program³² or award relocation assistance to tenants in substandard housing.³³

To the extent the RLTA does not preempt a city or counties from doing so, a local government may create additional obligations upon landlords and protections for tenants.³⁴ For example, the City of Seattle has limited evictions to those specifically enumerated within Section 22.206.160(C) of the Seattle Municipal Code. These limitations, also referred to as the Just Cause Eviction Ordinance (JCEO) apply to tenancies created pursuant to a rental agreement, but do not protect tenants whose leases are expiring.³⁵

26 The URLTA of 2015 is available at http://www.uniformlaws.org/shared/docs/residential%20landlord%20and%20tenant/2013AM_rurlta_draft.pdf.

27 The RLTA became the subject of a subsequent legal dispute regarding the governor's ability to line-item veto portions of legislation after Governor Daniel Evans vetoed several portions of the legislation in order to make the remedies RLTA more accessible to tenants and require more stringent duties of landlords to maintain the property. See *Washington Ass'n of Apartment Associations v. Evans*, 88 Wash.2d 563 (1977).

28 RCW 59.18.060; RCW 59.18.130.

29 Id.

30 See, e.g., 59.18.070.

31 RCW 59.18.080.

32 RCW 59.18.125.

33 RCW 59.18.085.

34 *Margola Associates v. City of Seattle*, 121 Wn.2d 625, 854 P.2d 23 (1993) (discussing validity of Seattle limitations on ability of landlord to evict in relation to state law).

35 SMC 22.206.160(C); SMC 22.204.210 (definition of tenant); *Carlstrom v. Hanline*, 98 Wash.App. 780, 990 P.2d 986 (2000).

The RLTA provides limited remedies for tenants experiencing substandard conditions. The remedies are limited to: 1) permitting the tenant to terminate the lease agreement after the landlord fails to remedy the condition in the appropriate time frame;³⁶ 2) depositing rental payments into an escrow account, but only after notice to the landlord and a proper government inspection of the premises substantiating the condition;³⁷ 3) repairing the condition and deducting up to two months' of rent;³⁸ or 4) seeking relocation assistance if the locality finds the place is uninhabitable.³⁹

Overview of the Eviction Process in Washington

The eviction process in Washington is governed by sections contained within Chapter 59.12 and 59.18 of the RCW. In comparison to an ordinary lawsuit, which typically provide for an extended process involving evidence gathering over the course of a year before trial, an eviction proceeding can be resolved within two to three weeks. Most eviction proceedings commence with a notice to the tenant that the tenant is in default of the rental agreement.⁴⁰ By far, most eviction proceedings begin with a three-day notice to pay or vacate served upon the tenant due to failure to pay rent pursuant to a rental agreement. After service of a three-day notice to pay or vacate, a tenant has three days to pay the rent to avoid an eviction. If the tenant fails to pay the rent within three days, the landlord may commence an eviction action by the service of a summons and complaint and scheduling a show cause hearing in the county Superior Court.⁴¹ Once the three days has lapsed, the landlord has no obligation to accept payment from the tenant.

In addition to failure to pay rent, a landlord may serve a ten-day notice for a breach of the lease agreement, a three-day notice to vacate due to nuisance activity or laying waste to the property, or a twenty-day notice terminating the tenancy with or without cause.⁴² When a landlord claims a tenant has breached the lease agreement, the landlord must provide the tenant at least ten days to resolve the issue before seeking to evict a tenant.⁴³

36 RCW 59.18.070.

37 RCW 59.18.115.

38 RCW 59.18.100.

39 RCW 59.18.085.

40 RCW 59.12.030.

41 RCW 59.18.380.

42 RCW 59.12.030.

43 RCW 59.12.030.

As discussed above, the Seattle Municipal Code also limits a landlord's ability to terminate a tenancy without cause.⁴⁴

At the show cause hearing, the landlord can seek an order from the court to evict the tenant.⁴⁵ At the hearing, the court determines if there are issues of material fact necessitating trial.⁴⁶ Based on our review of the unlawful detainer docket, the Superior Court rarely orders cases to trial. In most cases, by either order of the court or agreement between the parties, the landlord is given the right to take back the property. If the court determines the landlord is entitled to possession of the premises, it will issue a writ of restitution to evict the tenant. Upon issuance and service of the writ of restitution, the sheriff may evict the tenant after three days.⁴⁷

Within an unlawful detainer proceeding, the tenant is limited in the defenses that may be raised in response to the landlord's claim for right of possession. While there is no single exhaustive list as to what defenses can be raised, where the issue is nonpayment of rent, the tenant is usually limited to raising defenses that contest the court's authority to hear the case, whether the case was properly brought by the landlord, or facts excusing or denying the tenant's breach in payment, such as whether the tenant had paid the rent.⁴⁸ The tenant may also raise defenses regarding significant repair problems in the unit.

Once a court determines a landlord is entitled to possession, the tenant will have three days after service of the writ of restitution to vacate or face an eviction.⁴⁹ Typically, the sheriff serves the writ of restitution the day after the writ is issued by the court. Tenants who have unexpired lease agreements and are not month-to-month tenants may avoid eviction upon payment of the amount owed and costs within five days of the judgment.⁵⁰ In the alternative, by filing a petition for relief from forfeiture, a tenant may also ask the court to stop the eviction within thirty days of issuing the writ of restitution if the tenant can cure the breach of lease or tender the rent.⁵¹

44 SMC 22.206.160(C).

45 RCW 59.18.380.

46 RCW 59.18.380.

47 RCW 59.18.390.

48 RCW 59.18.380; *Josephinum Associates v. Kahli*, 45 P.3d 627 (2002).

49 RCW 59.18.390.

50 RCW 59.18.410.

51 RCW 59.12.190.

EVICITION PROCESS

TYPICAL NON-PAYMENT OF RENT TIMELINE

1

RENT IS DUE

DAY 1

2

TENANT RECEIVES EVICTION NOTICE

DAY 2

COMMON NOTICES:

- 3 DAY NOTICE TO PAY RENT OR VACATE
- 3 DAY NOTICE FOR WASTE OR NUISANCE
- 10 DAY NOTICE TO COMPLY OR VACATE
- 20 DAY NOTICE TO TERMINATE

3

TENANT CAN COMPLY WITH NOTICE

DAY 3, 4, 5

At this stage, the tenant can avoid eviction by paying the full balance owed, or by vacating the property.

4

SUMMONS AND COMPLAINT	SERVING A .375
DAY 6 Landlord gives the tenant a summons and complaint. It can be filed or unfiled.	Landlord serves the tenant a .375 <small>*For non-paying cases only</small>

5

TENANT RESPONSE

DAY 13

Tenant must respond to Summons and Complaint . Notice of appearance or answer is sent to landlord or landlord's attorney.	<small>*For .375 Pleading cases only</small> Tenant must file certification denying rent is due, or pay into court registry.
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6

SHOW CAUSE HEARING

DAY 14

Parties go to court.
Judge determines whether to issue a **Writ of Restitution** (the final eviction document). If the tenant wins, the case is dismissed. If the tenant loses, the Writ of Restitution is issued (Step 7) and the tenant is evicted.

7

WRIT OF RESTITUTION

DAY 15

Sheriff serves **Writ of Restitution** to tenant.
The document is a court order telling the tenant that he/she must leave the premises by a certain date and time (usually 72 hours after posting).

8

STAY / VACATE WRIT

DAY 16, 17, 18

If a tenant has a valid defense to the eviction and a good reason for not responding to the **Summons and Complaint** and/or not appearing at the **Show Cause Hearing**, he/she may be granted a **Stay**.

The tenant or his/her attorney must complete a **Motion and Order to Stay / Vacate** and an **Order to Show Cause**.

If the **Stay** is granted, a show cause hearing is scheduled for the tenant to raise his/her defenses.

*A Writ cannot be executed while a Stay is in force.

9

EVICITION

DAY 19

The sheriff and landlord schedule a time for the eviction. The landlord and/or his/her agents remove the belongings and place them on the nearest public space if the tenant does not request storage.

*If the tenant fails to be active in the eviction process, the landlord can get a **Default Judgement** against the tenant without him/her being notified or present at the preceding.

10

LAST DAY FOR REINSTATEMENT OF LEASE

DAY 21

If the tenant has an unexpired lease, the tenant can avoid eviction by paying all money owed plus legal costs into the court registry.

When a landlord files an eviction action against a tenant, tenant screening companies will likely report the eviction action to any prospective landlord who runs a credit check. Tenants who would like to have their evictions erased from a tenant screening report may seek an order of limited dissemination from the court to prevent a tenant screening company from doing so.⁵²

⁵² RCW 59.18.367.

RESEARCH METHODS

FEW STUDIES have taken an in-depth look at the court documents associated with eviction proceedings. Although evictions happen quickly, often ousting a tenant within weeks of missing rent, they involve many legal steps and tens of associated documents. These documents offer detailed data and a trail of illuminating evidence through which the story of each individual or family's eviction can be reconstructed.

In total, there were 4,788 unlawful detainers filed in 2017 throughout King County. In 2017, the King County Superior Court in Seattle processed 2,072 eviction proceedings for properties in North King County. For purposes of this research, we excluded unlawful detainers filed pursuant to a foreclosure, commercial lease, situations not related to a landlord-tenant situation such as a family dispute or cases not located in Seattle. We also did not examine unlawful detainers filed in the Maleng Regional Justice Center, which is where cases for properties in South King County are filed. While there were a number of cases that listed an address in Seattle, we excluded them because they were actually located in unincorporated King County or a neighboring city. The remaining 1,218 residential eviction cases that occurred in the Seattle city limits, with a total of 1,473 individual tenants, were analyzed in this report.

It is also important to note that these records underestimate the total number of tenants who were forced to leave their tenancies in 2017. Many tenants vacate before a summons is filed in order to avoid having an eviction appear on their tenant screening report. Typically, a tenant is served with the unlawful detainer complaint before the complaint is filed (and documented) with the court, and many may choose to vacate at this time. When the tenant vacates prior to the case being filed, there will likely be no court record of the eviction action. Further, some landlords engage in informal eviction methods, such as illegal lockouts or threats. Because of this, thousands of evictions likely occurred outside the formal court process in 2017.

To get at a more accurate estimate of the number of evictions that occur outside of the cases filed with the court, it would likely be necessary to survey the major landlord-side law firms about the number of summons issued and served on tenants. Of the 1,218 cases filed, 926 of them were filed by five law firms or landlords: Puckett and Redford (50.0%); Seattle Housing Authority (8.5%); Cutting Law Office (7.8%); Loeffler Law Group (6.2%); Law Office of Brian Read, PLLC (3.6%). A survey of the number of summons served would give a probable estimate of the total number of evictions summons issued in Seattle since these five groups accounted for more than three-quarters of all eviction filings in 2017.

There have been a remarkably low number of studies on the eviction rate in Washington. The Eviction Lab at Princeton University documented 371 evictions within Seattle during 2016; however, our research finds this to be a gross underestimate of the number of actual evictions, given we determined that 909 tenants vacated after an eviction was filed in 2017. The Eviction Lab concedes that their Washington projections underestimate the number due to difficulties obtaining court records.⁵³ In addition, Eviction Lab's methodology failed to take into account several common outcomes regarding evictions: tenants who come to a settlement with the landlord but still vacate without a court order; tenants who vacate during the eviction process before a court order is issued; tenants who vacate due to an unfiled summons; and that it is likely most summons' are not actually filed with the court, all of which would result in further undercounting of total evictions in Seattle and throughout Washington.

To analyze the Seattle eviction cases filed in 2017, a team of researchers reviewed each court document in these 1,218 cases and created a database that included:

- ◆ Demographic information, such as tenant address and age;
- ◆ Financial information, such as rent of the unit, attorney fees, and court costs;

⁵³ Desmond, M., Gromis, A., Edmonds, L., Hendrickson, J. Krywokuski, K. Leung L., and Porton, A. (2018) Eviction Lab Methodology Report, Princeton University. www.evictionlab.org/methods.

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- ◆ Causes of eviction, such as amount of back rent owed, and behavioral causes of eviction;
 - ◆ Case timelines, such as dates on which the cases were filed and the tenant was ultimately evicted;
 - ◆ Legal process details, such as legal representation, the use of settlements, and default judgments;
 - ◆ Case outcomes, such as whether the tenant vacated and under what conditions; and
 - ◆ Information about actors in the arena, such as landlords and law firms.

Although some court records included tenants' race and sex based on the process server's best estimate, this was neither universally reported nor particularly reliable. The Bayesian prediction model developed by Dr. Kosuke Imai and doctoral candidate Kabir Khanna⁵⁴ was used to estimate race of each individual. This method utilizes the Bayes rule to examine the racial composition of frequently occurring surnames within Census name data and the racial composition for each neighborhood where the tenant lived to compute the predicted probability of each racial category for any given individual. After this estimation was complete, a manual review cross-referencing names with Facebook user profiles was used to increase the accuracy of the estimate. In addition, if tenants self-identified their race in court records, this information was used.

To estimate sex, the first name of the individual was cross-validated with the Social Security Administration Name Registry from 1932 to 2012 and the US Census Integrated Public Use Microdata Series.⁵⁵ For unique names the model was unable to estimate sex for, these names were cross-checked with Facebook user profiles to gather the estimated sex of the first ten results. Then, the average sex among these profiles was assigned to the unidentified individual. In addition, if tenants self-identified their sex in court records, this information was used.

To determine age, we looked at the Department of Defense Manpower Data Center certificates filed by the landlord's attorney. Because active duty members of the military have additional protections against default judgments, plaintiffs must file an affidavit or other certificate stating that the defendant is not in active duty military before seeking a default judgment.⁵⁶ To accomplish this, litigants run the name in the Department of Defense Manpower Data Center database, using the name and either the birth date

54 Imai, K. and Kabir K. (2016). Improving Ecological Inference by Predicting Individual Ethnicity from Voter Registration Records. *Political Analysis*, 24, 263–272.

55 Blevins, C. and Mullen, L. (2015). Jane, John . . . Leslie? A Historical Method for Algorithmic Gender Prediction. *Digital Humanities Quarterly* 9, 1–19.

56 50 U.S.C. app. §§ 501 et seq.

or social security number. In the cases in which the birth year was provided on this documentation, we estimated the tenant's age based solely on the year.

Data taken directly from court records were supplemented with external data sources. Income demographics by zip code provided context for the geographic areas from which tenants were evicted. To determine whether or not the properties were located in the Seattle city limits, the addresses were mapped into ArcGIS using a public dataset from the City of Seattle to determine the City Council District of each address.⁵⁷

To develop a fuller understanding of who was impacted by eviction in 2017, we also analyzed anonymized HJP client data from January 2017 to December 2017. HJP served 1,884 tenants in King County, of these tenants, 835 lived in Seattle. This data tracked:

- ◆ Demographic information, such as gender identity, race, immigration status disability status, and veteran status
- ◆ Family size, income, and Federal Poverty Level (FPL)
- ◆ Client home city and zip code

To assess the relationship between evictions and other housing issues, researchers obtained all landlord-tenant violations in Seattle since 2007, excluding code violations, and all housing code violations since the 2016 implementation of the Rental Registration and Inspection Ordinance (RRIO), provided through public records from the SDCl. These records were matched against the eviction court records using property addresses.

It is difficult to track what happens to tenants after they are evicted. After the sheriff serves a tenant a writ of restitution and physically ousts them from the property, the case is closed and court records cease to document the circumstances of the tenant. However, to try to examine the most extreme consequences of eviction, researchers obtained death records for all Seattle residents who died from January to December 2017 due to suicide, homicide, accidental, or unknown causes, or who died without a permanent residence. These records were made available through a public records request from the KCMEQ. Names and other identifying information were used to match individuals appearing on the list of the deceased to those appearing in eviction court records.

Tenants who survived eviction provided more in-depth information about eviction's long-term consequences. The SWC and the HJP conducted a survey with 72 tenants seeking services at the HJP office from March to May 2018. Those surveyed included individuals

⁵⁷ City of Seattle GIS Program. Council Districts. *ArcGIS Open Dataset*
<https://data.seattle.gov/dataset/Council-Districts/wud8-na47>

who were, at the time, in eviction proceedings and those who had experienced eviction in the past.

The anonymous, self-administered survey asked tenants 44 multiple-choice and open-ended questions, to provide both qualitative and quantitative data. Questions solicited information about tenant demographics and household composition, the amount of their rent, their lease terms, their housing conditions, any effects of housing conditions on their health, the debt they owed after the eviction process, the type of housing they obtained after eviction, and long-term health and financial consequences of eviction for themselves and their families.

Finally, the survey was supplemented with six in-person, one-on-one interviews with evicted tenants and housing case managers at non-profit housing agencies, as well as lawyers and service providers in other states. These interviews provided further qualitative context to the evictions' effect on individuals and families, as well as the legal and social-service provider system created to address eviction, housing, and homelessness issues.

For purposes of our research, we defined a small landlord as any landlord who commenced the eviction action in their own personal name as opposed to a trade name or corporate name. Ideally in the future, we will be able to cross-reference the addresses with other databases containing the number of units in each building; however, for our current purposes, we believe this definition is sufficient for us to understand the role small landlords play in evictions in Seattle.

ANALYSIS OF SEATTLE EVICTIONS

Who Gets Evicted in Seattle?

Like most of the country, marginalized communities face the highest likelihood of eviction in Seattle. While many in these communities are more likely to have lower incomes and therefore are less able to absorb steep rent hikes, economic inequity is not the only factor in the demographic disproportionality in eviction.

Gender and Sexual Orientation

In Seattle the median income for full-time female workers is \$55,225 compared to \$70,349 for full-time male workers.⁵⁸ Overall, 21% of single female-headed households in Seattle live in poverty.⁵⁹ Furthermore, single mothers in Seattle face even greater poverty levels: 28.3% of these households with children under 18 years old and 34.3% of those with children under 5 years old live in poverty.⁶⁰ When we accounted for single-tenant cases

⁵⁸ U.S. Census Bureau, 2016 American Community Survey 1-Year Estimates

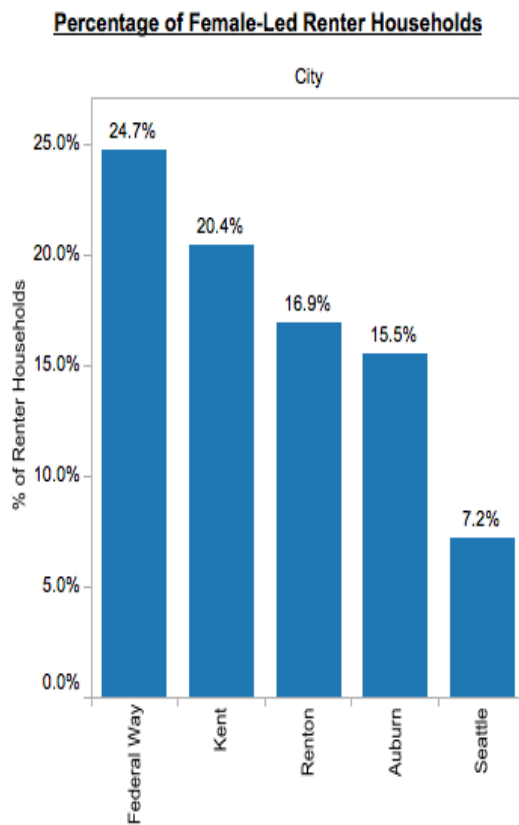
⁵⁹ Id.

⁶⁰ Id.

who owed less than \$100.00 before commencement of the eviction filing, 81.0% were women compared to 19.0% who were men.

Given that women in Seattle face disproportionate economic insecurity, we expected that female tenants would constitute the majority of eviction filings. Nonetheless, of the tenants named in the 2017 eviction cases, 41.6% were women compared to 58.4% who were men. The reason women constituted a smaller proportion of tenants facing eviction overall may be due the fact that women constitute a smaller proportion of the renting population in Seattle compared to other cities. Nationally, single-female households make up 18.9% of renter households,⁶¹ while in Seattle, only 7.2% of renters are single-female headed households. This is also much lower than neighboring cities, with 24.7% in Federal Way, 20.4% in Kent, 16.9% in Renton, 15.5% in Auburn.⁶²

Figure 1



Source: U.S. Census Bureau, 2016 American Community Survey 1-Year Estimates

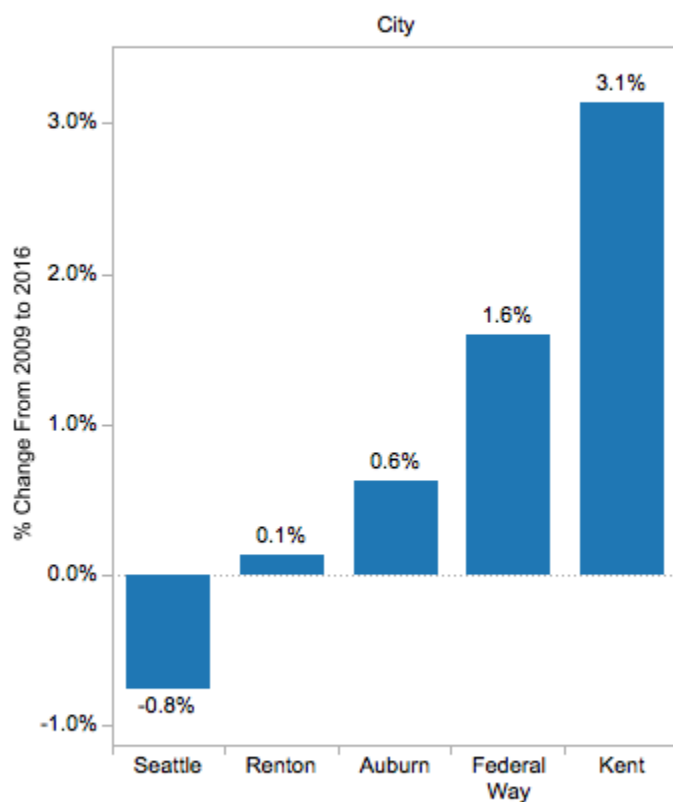
61 Id.

62 Id.

Further, while national research shows single mothers face a heightened risk of eviction, these households largely do not live in Seattle. As the city has grown, the percentage of single female households with minor children in Seattle has fallen among renters, from 4.8% in 2009⁶³ to 4.0% in 2016.⁶⁴ Unlike Seattle, the population of renters who are single female heads-of-household with minor children in South King County cities has grown from 2009 to 2016, with the population growing from 20.3% to 21.9% in Federal Way, 18.3% to 21.4% in Kent, 18.7% to 19.3% in Auburn, and 15.5% to 15.7%.^{65,66}

Figure 2

Percentage Change of Female-Led Renter Households From 2009 to 2016



Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates / U.S. Census Bureau, 2005-2009 American Community Survey 5-Year Estimates

HJP’s 2017 clients also reflected this demographic composition. Compared to tenants outside of Seattle, tenants within Seattle were less likely to be single mothers with children.

63 U.S. Census Bureau, 2005-2009 American Community Survey 5-Year Estimates

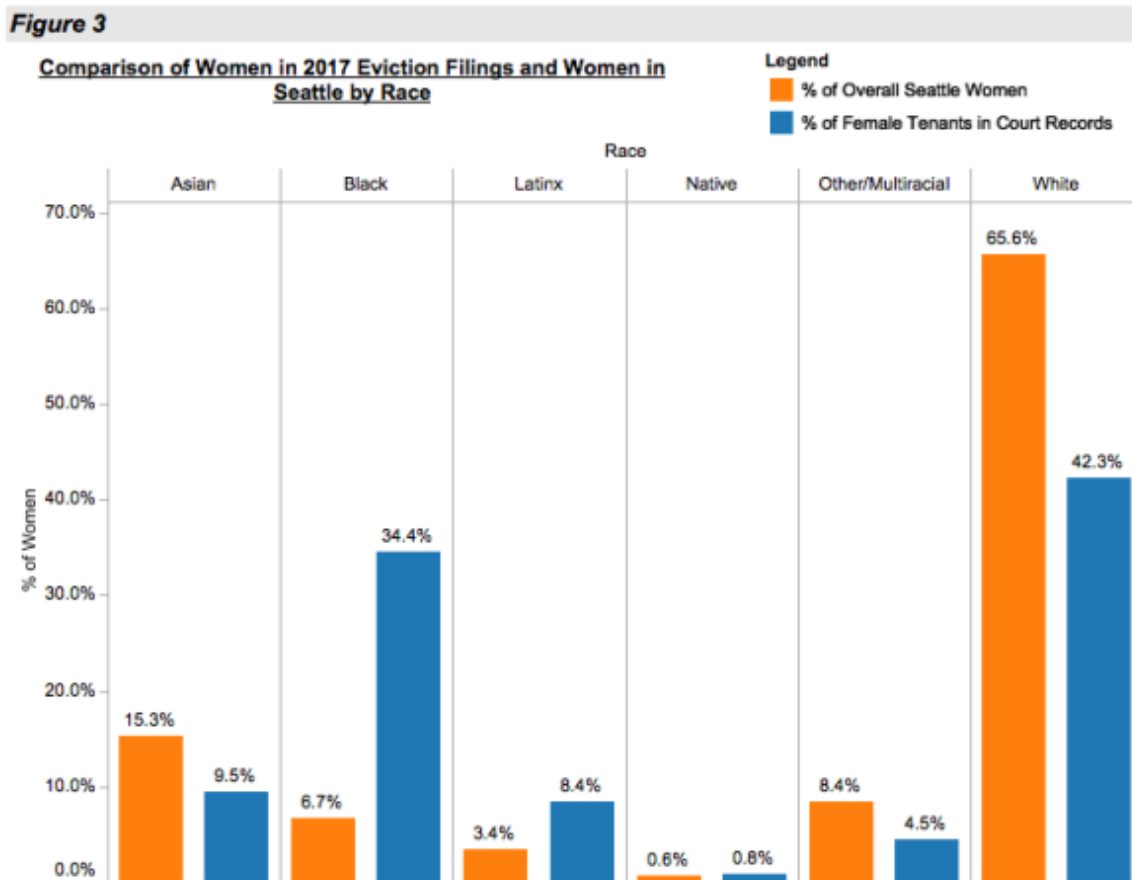
64 U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

65 U.S. Census Bureau, 2005-2009 American Community Survey 5-Year Estimates

66 U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

In 2017, only 26.8% of HJP’s Seattle clients had minor children in the household, compared to 52.2% of HJP’s non-Seattle clients. Only 14.3% of HJP’s Seattle clients were single adult households with children, and of these families, 73.1% were single adult women with children. The family status of HJP’s South King County clients were much different than Seattle clients; 31.8% of Federal Way, 23.2% of Kent clients, 22% of Renton clients, and 20.7% of Auburn clients were single adult households with children. Of these households, 90.4% of Kent, 90.2% of Federal Way, 86.2% of Auburn, 75% of Renton were single women with children.

Among women, women of color were more likely to be evicted than white women. Of women facing eviction in 2017, 57.7% of them were women of color and the remainder were white women. Further, this was greatly out of proportion with the racial demographics of women in Seattle. Overall, the majority of women (65.6%) in Seattle are white, with the remainder (34.4%) being women of color.⁶⁷



Source: 2017 Seattle Unlawful Detainers and U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

⁶⁷ Id.

The court record analysis did not capture the number of transgender tenants facing eviction because the method used to estimate gender could not capture whether or not a tenant was likely a transgender individual, so further study is necessary to accurately describe the experience of this demographic. Because of the high rate of poverty, housing discrimination, and homelessness among the transgender community, we suspect transgender tenants are also disproportionately impacted by eviction.⁶⁸ The 2015 U.S. Transgender Survey surveyed 1,667 transgender Washington residents: 28.0% were living in poverty, 26.0% of respondents experienced some form of housing discrimination within the year prior to the survey, and 37.0% have experienced homelessness at some point in their lives. HJP served two individuals who identified as transgender in 2017. One tenant, a transgender woman, worked part-time and had a disability. The other individual was a transgender man who worked full-time. Both individuals were below 175% of the FPL.

Neither the court records nor HJP client data indicated the sexual orientation of tenants who faced eviction, so further research would be necessary to document the overall impact of eviction on this demographic. In general, researchers have found Lesbian, Bisexual, and Gay (LGB) youth represent a far greater proportion of the homeless youth population relative to their population size.⁶⁹ In addition, the LGB community in Washington is far more likely to live below the poverty level than heterosexual adults, so given the connection between poverty and eviction, we believe the LGB community is likely disproportionately impacted by evictions.⁷⁰

Race and Immigration Status

The court records analysis found evictions disproportionately impact on households of color. In Seattle, 53.8% of households rent, and of these, 35.0% are people of color.⁷¹ While 30.8% of the Seattle population are people of color,⁷² over half of the individuals (51.7%) with evictions filed against them in 2017 were people of color. Black tenants, who represented 31.2% of tenants with eviction filed against them, faced the greatest disproportionality, experiencing eviction at a rate 4.5 times what would be expected based on their demographics in Seattle.⁷³

68 James, S. E., Herman, J. L., Rankin, S., Keisling, M., Mottet, L., & Anafi, M. (2016). The Report of the 2015 U.S. Transgender Survey. *Washington, DC: National Center for Transgender Equality.*

69 Cray, A., Miller, K., Durso, L.E. (2013). Seeking Shelter: The Experiences and Unmet Needs of LGBT Homeless Youth. *Washington, DC: Center for American Progress.*

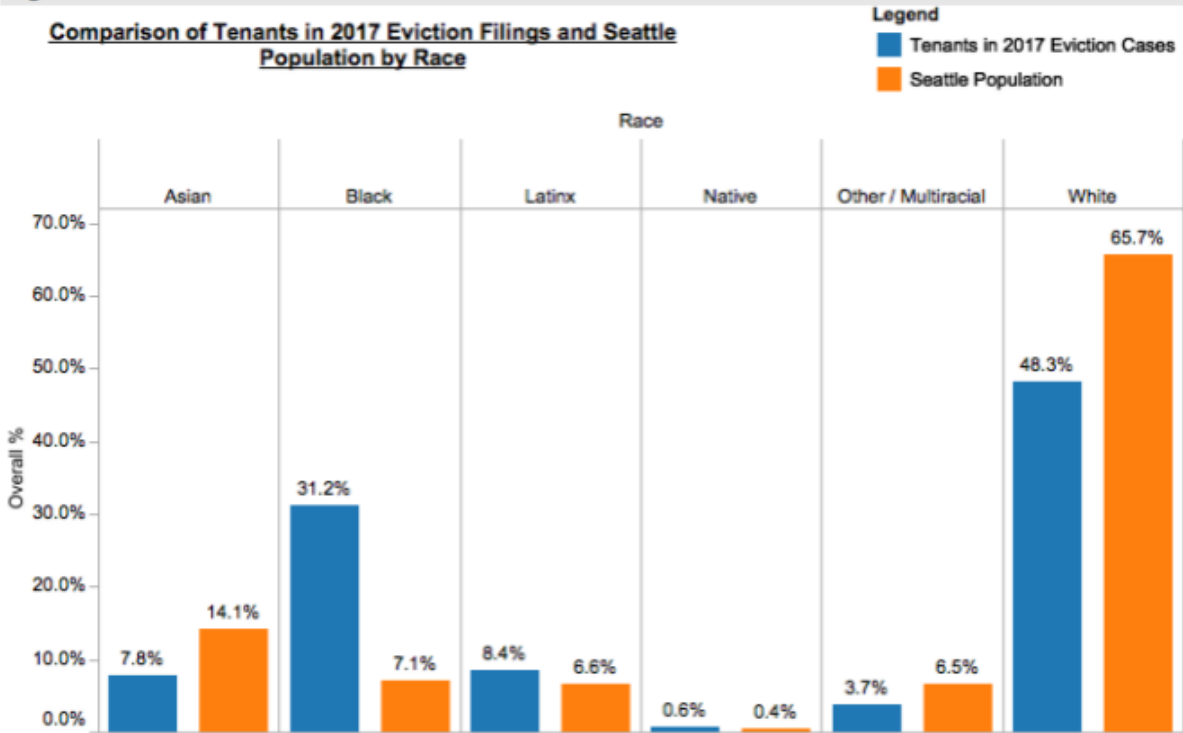
70 Washington State Department of Health (2015). Lesbian/Gay/Bisexual (LGB) Population Chronic Disease and Risk Factor Profile. <https://www.doh.wa.gov/Portals/1/Documents/Pubs/345-334-LGBT.pdf>

71 U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

72 Id.

73 Id.

Figure 4



Source: 2017 Seattle Unlawful Detainers and U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

There are likely multiple factors contributing to the racial disparities present in eviction filings. In Seattle, people of color disproportionately experience poverty, defined as household income below or at 100% FPL, with 34.4% of Black, 34.7% of American Indian or Alaska Native, 18.6% of Asian, 26.1% of Native Hawaiian or Pacific Islander, and 17.5% of Hispanic or Latinx residents living below the poverty line, compared to 8.9% of white residents.⁷⁴ Out of HJP’s 2017 Seattle clients, the median poverty level of the household was 88.5% of the FPL. HJP’s Native clients experienced the highest levels of poverty, with their median income level at 60.1% of the FPL.

Further, people of color were more likely to be evicted for smaller amounts of rent owed compared to white tenants. Out of all cases filed for nonpayment of rent against people of color, 28.5% were filed for \$1,000.00 or less in rent. In contrast, out of all the nonpayment of rent cases filed against white tenants, 24.7% of those were filed for \$1,000.00 or less. Similarly, people of color (12.3%) were more likely to face evictions for \$500 or less than white tenants (7.8%). Tenants of color owing \$500.00 or less were

⁷⁴ U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

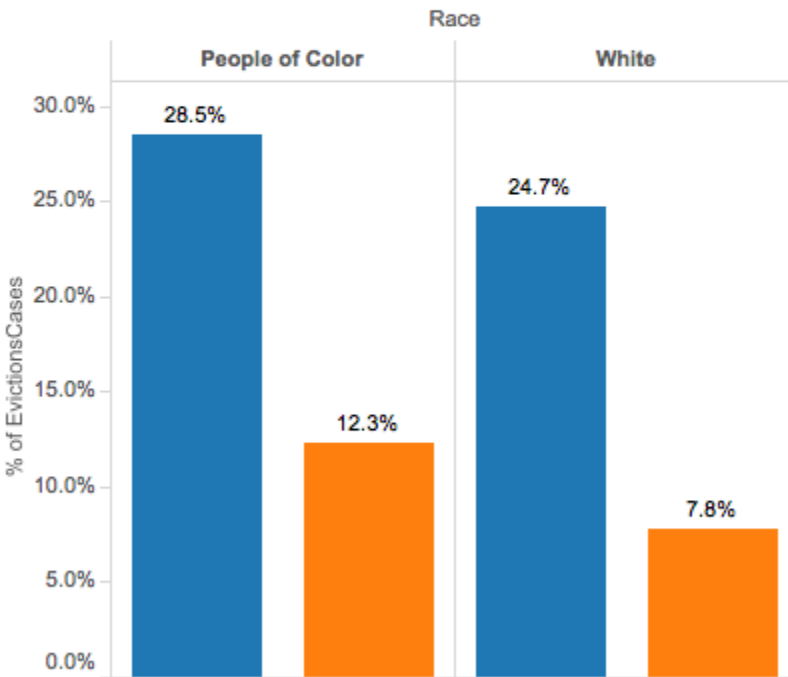
also more likely to vacate than white tenants owing the same amount. In addition, out of tenants evicted for lease violations, 53.1% were people of color.

Figure 5

Less than \$1,000 Rent Owed in Eviction Filings by Race

Legend

- Less than \$1,000 Rent Owed
- Less than \$500 Rent Owed



Source: 2017 Seattle Unlawful Detainer Cases

Our findings are consistent with other studies that found people of color are more likely to face eviction than white tenants. While this is partially due to higher levels of poverty among people of color, several studies have found that tenants of color often experience racial discrimination from landlords. For example, research has found that Latinxs with a non-Latinx landlord, or those living in neighborhoods where two-thirds of residents are white, faced an increased risk of eviction.⁷⁵ In 2014, the Seattle Office of Civil Rights' fair housing testing found that 64.0% of their testing on race showed evidence of different treatment, ranging from prospective Black and Latinx tenants being quoted higher rents or told more frequently about criminal background and credit checks.⁷⁶ This research

75 Greenberg, D., Gershenson, C., & Desmond, M. (2016). Discrimination in Evictions: Empirical Evidence and Legal Challenges. *Harvard Civil Rights-Civil Liberties Law Review*, 51(1), 115-158.

76 City of Seattle Office of Civil Rights (2015) City files charges against 13 property owners for alleged violations of rental housing discrimination. <https://www.seattle.gov/Documents/Departments/CivilRights/socr-pr-060915.pdf>

suggests that implicit bias, which is defined as “attitudes or stereotypes that affect our understanding, actions, and decisions in an unconscious manner” and are “[a]ctivated involuntarily, without awareness or intentional control,”⁷⁷ affect the decisions of landlords.

While information on landlord demographics in Seattle is limited, a recent survey of 4,236 Seattle landlords suggests that white landlords make up a large portion of all landlords within Seattle. Of the landlords surveyed, almost 82% identified as white, far greater than the Seattle population as a whole.⁷⁸ Given the risk of implicit bias of landlords^{79,80,81} and our findings that people of color were more likely to be evicted for small amounts of money, it is likely that racial discrimination influences the prevalence of evictions among people of color and should be further studied.

Discrimination was also documented within the court records. For example, a Latinx family faced eviction after falling behind on one month’s rent of \$2,700. During their time at the rental, the family endured discrimination from the private landlord. According to court records, the wife had been “told by one of the landlords that ‘We should have never let Mexicans rent this place,’ and “you people are dirty.” The habitability of the rental unit was also an issue for the family. A leak in the apartment was never fixed, even though the tenant asked for repairs for months and the landlord admitted it originated in another apartment. The leak damaged the wall and made the carpet severely uneven, creating a hazard for the tenants’ disabled six-year-old son who tripped due to the damaged carpet.

The poverty level for foreign-born Seattle residents is much higher than residents born in the United States, especially for non-citizens,⁸² but the rate of eviction among this population is unclear because the court records did not detail tenants’ immigration status. In 2017, 6.2% of HJP Seattle clients identified as non-citizens. Of clients who were non-citizens, 39.5% reported being documented, with the remainder either being undocumented, declining to answer, or did not know their immigration status. Given that

77 Staats, C., Capatosto K., Tenney, L., and Mamo, S. (2017) State of the Science: Implicit Bias Review 2017. *The Kirwan Institute at The Ohio State University*.

78 Crowder, K. Carll, E., Herting, J., Hess, C. (2018) Seattle Rental Housing Study. *University of Washington Center for Studies in Demography and Ecology*.

79 Turner, M. A., Ross, S. L., Galster, G. C., and Yinger, J. (2002) Discrimination in Metropolitan Housing Markets: National Results from Phase I HDS 2000, *Urban Institute Metropolitan Housing and Communities Policy Center*

80 Turner, M. A., Santos, R. Levy, D. K., Wissoker, D. A., Aranda, C., and Pitingolo, R. (2013) Housing Discrimination against Racial and Ethnic Minorities 2012, *Urban Institute*

81 Olinger, J., Capatosto K., and McKay M.A. (2016) Challenging Race as Risk: How Implicit Bias Undermines Housing Opportunity in America and What We Can Do About It *The Kirwan Institute at The Ohio State University*

82 U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

immigrants in Seattle are more likely to be people of color than white,⁸³ it is likely they are disproportionately impacted by eviction, but further study is necessary to determine the experience among this population.

Disability Status

While we cannot definitively state how many tenants with disabilities were evicted in 2017, the court records contained extensive documentation of a tenant's disability. For example, one tenant who described himself as permanently disabled reported that he been without an operable bathroom sink for "over 2 months because the maintenance staff refuses to repair it deeming it a biohazard due to [his] HIV status." Similarly, several tenants mentioned using Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) to pay their rent, which are federal programs for persons with qualifying disabilities. Among HJP's Seattle clients, 42.8% reported a disability. HJP Seattle clients with disabilities lived in greater poverty than those without disabilities.

Veterans

While court records often indicate active duty military status as part of the Servicemembers Civil Relief Act,⁸⁴ they do not indicate veteran status. Consistent with other research that has found that veterans disproportionately experience eviction,⁸⁵ among HJP's clients, veterans were overrepresented: in 2017, 9.6% of Seattle clients were veterans, compared to 5.4% of Seattle's overall population being veterans.⁸⁶ Of HJP clients who identified as veterans, 63.8% identified as people of color and 65.0% had a disability.

Seniors

Older renters are disproportionately represented in court cases and among HJP's clients. Out of the 272 cases that indicated a tenant's age, the oldest tenant evicted was 85-years-old. Out of HJP Seattle clients that disclosed their age (823), 28.6% were 55-years-old or older, whereas the number of individuals 55-years-old or older who rent in Seattle was less than a quarter (21.4%) of all renter householders.⁸⁷ The disproportionate rate of seniors experiencing evictions could be connected to the inability to afford rent while living on

83 Id.

84 50 U.S.C. app. §§ 501 et seq.

85 Cusack, M. and Montgomery A. E. (2017). The role of eviction in veterans' homelessness recidivism *Journal of Social Distress and the Homeless* 26(1), 58-64, DOI: 10.1080/10530789.2017.1314093

86 U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

87 Id.

a fixed income. HJP clients 76-years-old or older had the highest poverty rate, with the median income level being 74.6% of the FPL, whereas tenants 18-years-old to 24-years-old on lived at 109.4% of the FPL.

Where Are Tenants Evicted from in Seattle?

Eviction is happening in every zip code and council district, although it is more prevalent in rapidly changing areas. In addition, we found a connection between substandard housing and eviction filings, with many tenants facing eviction reporting problems with the condition of their housing in both the survey responses and court records. This connection suggests eviction can be used as a tool for landlords to retaliate against tenants for making complaints about their housing.

Number of Evictions by Zip Code and Council District

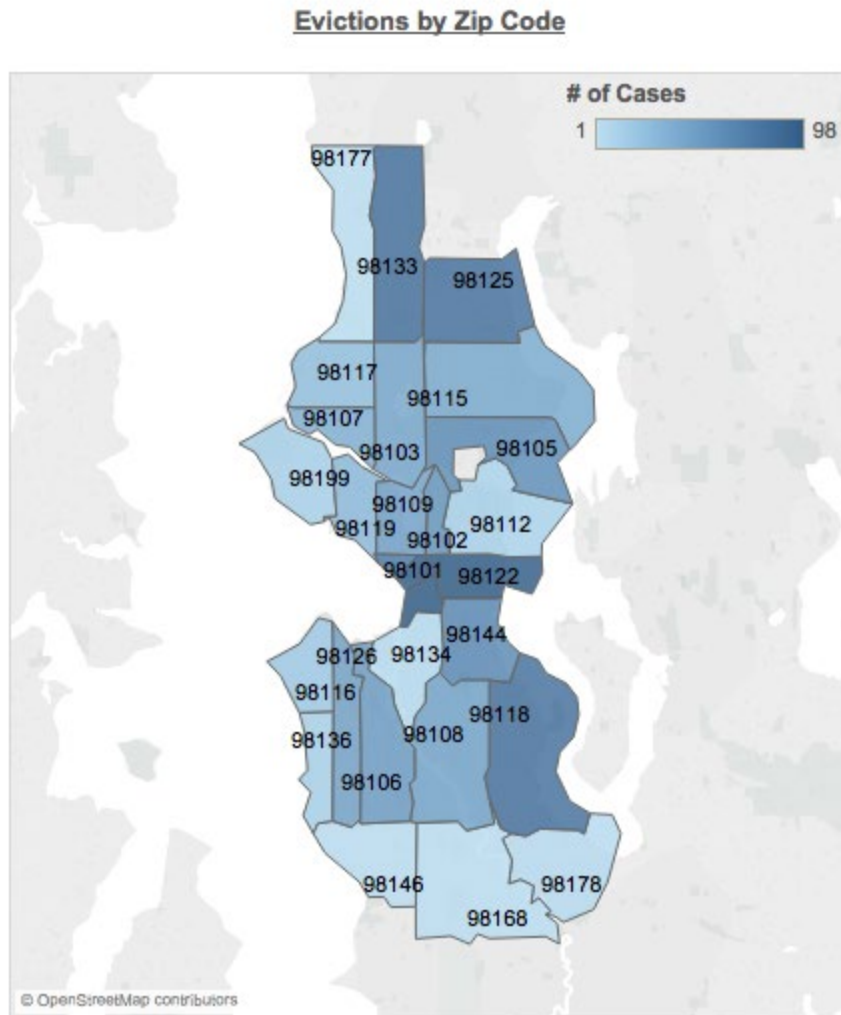
Other research suggests eviction has a positive association with gentrification, which is the process of a neighborhood undergoing a drastic demographic shift from lower-income to a higher-income area that often also corresponds with the displacement of communities of color and immigrants.⁸⁸ Over the past several years, Seattle has experienced explosive growth and a rise in median income, contributing to gentrification in neighborhoods that were once lower-income or predominantly made up of people of color.

Overall, the overwhelming majority of evictions (71.1%) were in zip codes that were majority white.⁸⁹ Nearly half of all cases (43.1%) were in zip codes where the white population increased from 2011 to 2016. Similarly, the overwhelming majority (95.8%) of eviction filings occurred in zip codes in which the median household income (adjusted for inflation) increased between 2011 and 2016. Of these, 54.6% occurred in zip codes in which the median household income increased by more than 20.0% between 2011 and 2016. Out of all of the zip codes in which an eviction occurred in Seattle, 98122 and 98104 saw the most evictions of any zip code (16.0% combined); these zip codes also had the greatest increase in the proportion of white residents (5.2% and 3.5% increase from 2011 to 2016, respectively).

⁸⁸ Id.

⁸⁹ 2011 Zip Code Demographic Data: U.S. Census Bureau, 2007-2011 American Community Survey / 2016 Zip Code Demographic Data: U.S. Census Bureau, 2012-2016 American Community Survey

Figure 6



Source: 2017 Seattle Unlawful Detainers

Note: Some of the zip codes at the south and north end of the city overlap the surrounding cities, which is why this graph does not reflect the city limits of Seattle.

To understand the neighborhoods in which evictions happened, we determined the number of evictions filed in each Seattle City Council District boundary.⁹⁰ Evictions were filed in every district, with more than half of all eviction filings (58.4%) occurring in Council District 7 (25.9%), Council District 3 (17.2%), and Council District 5 (15.3%). Unlike overall

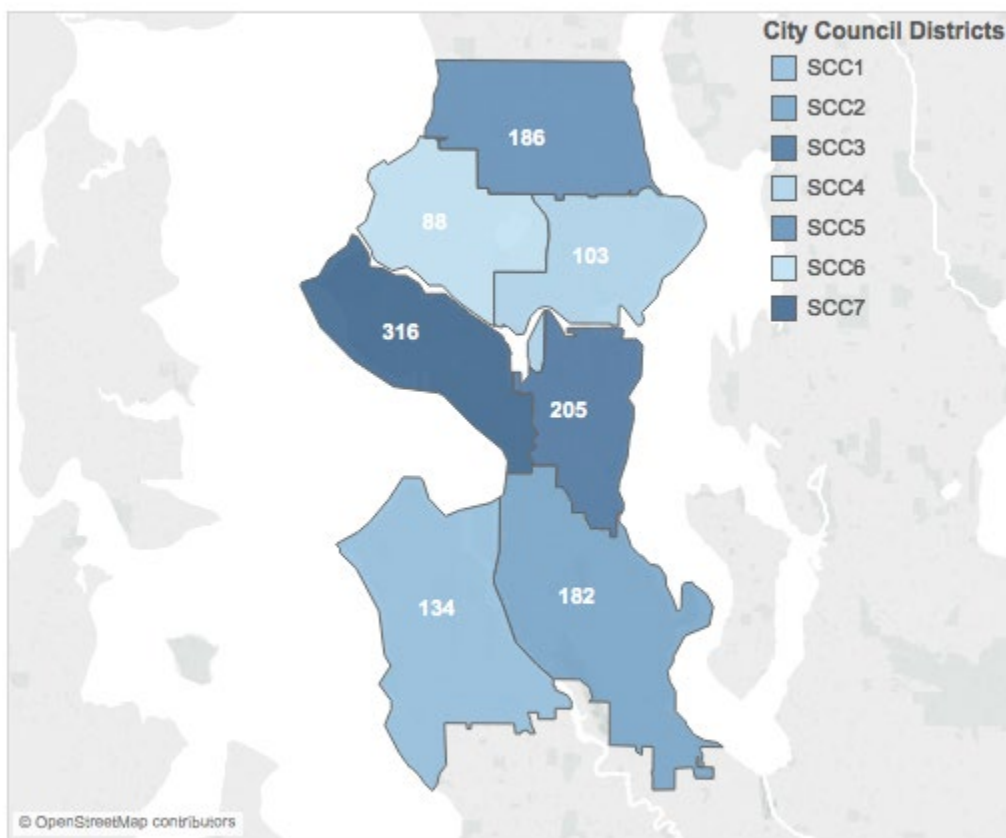
90 Council District Neighborhoods: Council District 1 (West Seattle, Delridge); Council District 2 (Rainier Beach, Beacon Hill, International District), Council District 3 (Capitol Hill, Central District, Madrona), Council District 4 (University District, Ravenna, Wallingford), Council District 5 (Northgate, Lake City, Bitter Lake), Council District 6 (Ballard, Phinney Ridge), Council District 7 (Belltown, Magnolia, Queen Anne). Council Positions 8 and 9 are at-large positions

evictions, the small landlord cases were predominantly concentrated in South Seattle: Council Districts 1 and 2 had by far the most eviction filings amongst this group.

The relationship between eviction filings and gentrifying zip codes suggests the eviction process is a form of displacement of lower-income households and communities of color, playing a function in gentrification. Because of the high rent in Seattle and limited supply of affordable housing, it is likely that many tenants evicted from gentrifying neighborhoods left Seattle or became homeless.

Figure 7

2017 Evictions in Seattle City Council District

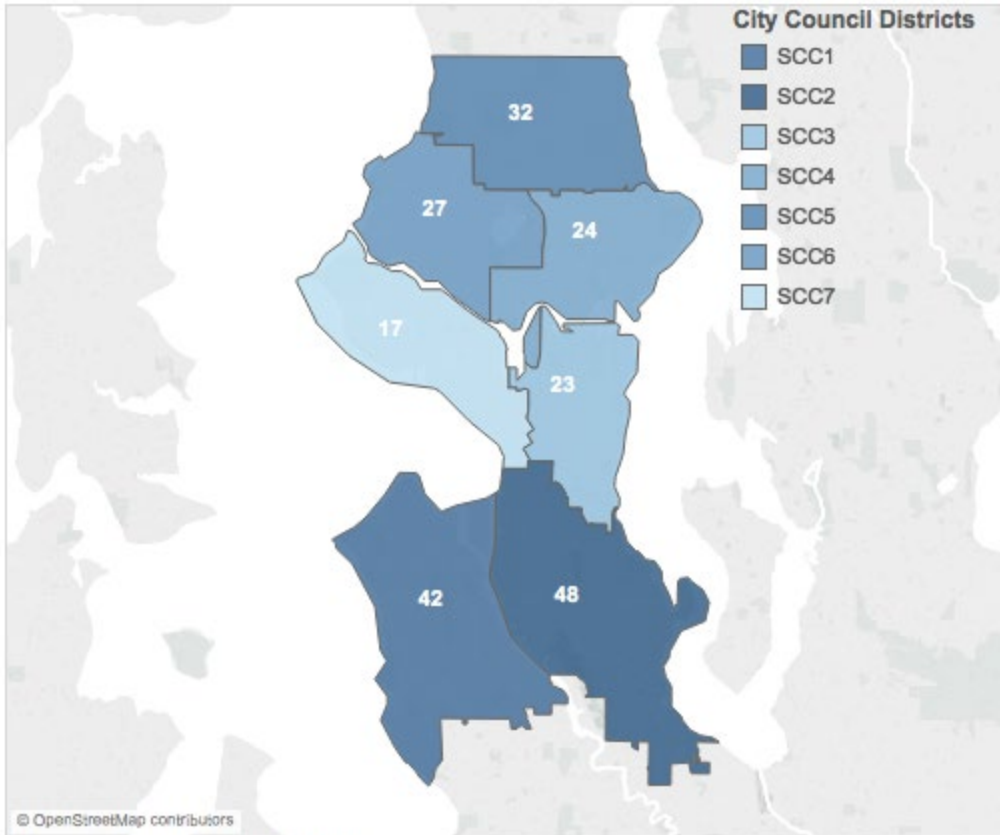


Source: 2017 Seattle Unlawful Detainers

The number of evictions in the district are listed on the map in white.

Figure 8

2017 Evictions by Small Landlords Seattle City Council District



Source: 2017 Seattle Unlawful Detainers

The number of evictions filed by small landlords in the district are listed on the map in white.

Connection between Landlord-Tenant Violations and Eviction

Even though landlords have an explicit, state-mandated obligation⁹¹ to maintain their rentals, tenants facing eviction reported structural defects in their units both in the surveys and in court records. Seventy-five percent (75.0%) of survey respondents reported substandard housing conditions in their most recent rental unit. Further, out of the addresses where an eviction was filed, 138 properties had at least one landlord-tenant violation from the SDCI since 2007,⁹² for a total of 258 violations reported at these buildings. There were 61 cases (5.0% of all cases) in which at least one violation had been found at the rental building 90 days before the eviction.

91 RCW 59.18.060.

92 The housing code violations are since 2016. The remaining landlord-tenant violations are since 2007.

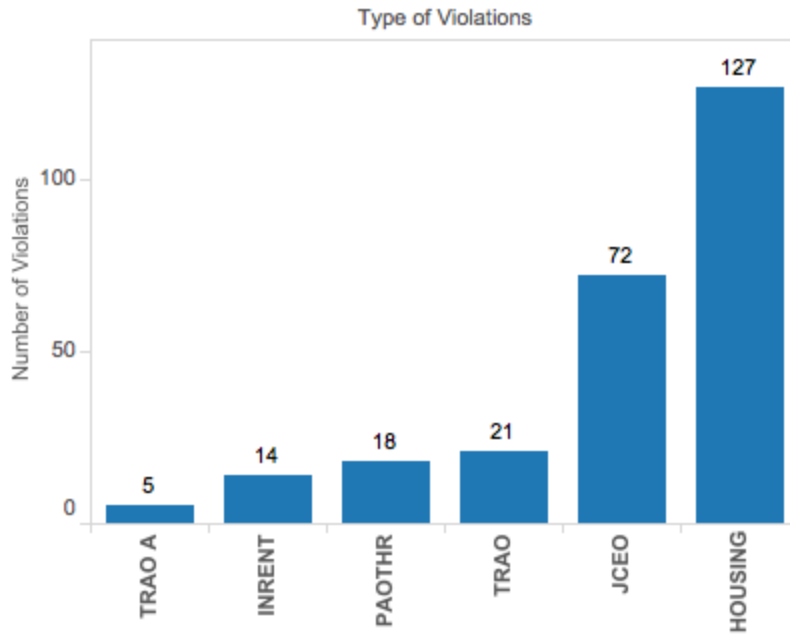
Tenant rights legislation authorizing the City of Seattle to investigate these landlord-tenant matters have gone into effect at different points in time. Because several of these violations have gone into effect in recent years, it is possible that many tenants are unaware of their rights or the City's ability to enforce them. The city investigates the following violations: JCEO, Tenant Relocation Assistance Ordinance (TRAO), Tenant Relocation Assistance Ordinance Avoidance (TRAO A), increased rent of substandard housing (INRENT), housing code violations, and other prohibited acts by owners (PAOTHR).

JCEO violations occur when a landlord terminates a month-to-month tenant without a just cause, such as nonpayment of rent. In Seattle, landlords must provide low-income tenants relocation assistance, half of which is paid by the City, if a tenant must move due to renovation or demolition. If landlord does not inform a tenant of this program or attempts to avoid this requirement, such as drastically raising rent to force a tenant to move, SDCI could file TRAO or TRAO A violations against the landlord. If a landlord raises rent on a substandard unit, then the landlord could receive a INRENT violation. Housing code violations are given by SDCI when a rental unit fails to pass a housing code inspection. The remaining violation, PAOTHR is for other landlord-tenant violations, such as: removing locks or doors; discontinuing utilities; illegal lockouts; retaliating against a tenant for complaining to SDCI or Seattle Public Utilities (SPU); illegal entry into tenants' unit; prohibiting tenant organizing; or giving improper notice of rent increases.

Figure 9

Landlord-Tenant Violations Found at Buildings with Evictions Filed in 2017

JCEO, TRAO, PATOTHR, INRENT, & TRAO A - Since 2007 / HOUSING Since 2016

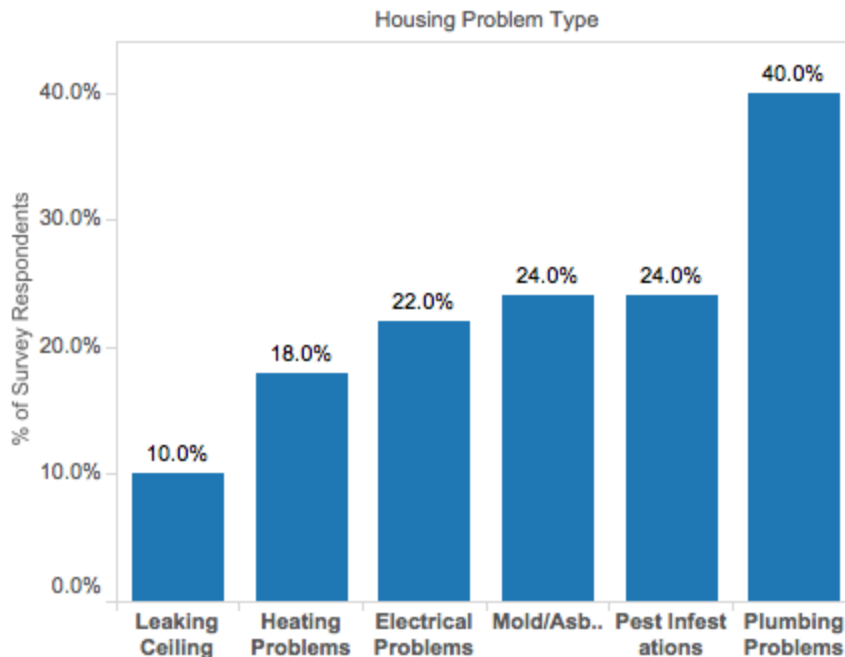


Source: SDCI Landlord-Tenant Violations and 2017 Seattle Eviction Filings

As shown in **Figure 9**, substandard housing was by far the most common landlord-tenant violation found. For many tenants, the severity of housing code violations can dramatically impact the habitability of the unit. One survey respondent experienced electric shocks as a result of faulty electrical wiring and another said he had to use his oven to heat his studio apartment.

Figure 10

Rate of Substandard Housing Among Survey Respondents



Source: SWC and HJP Survey of Tenants

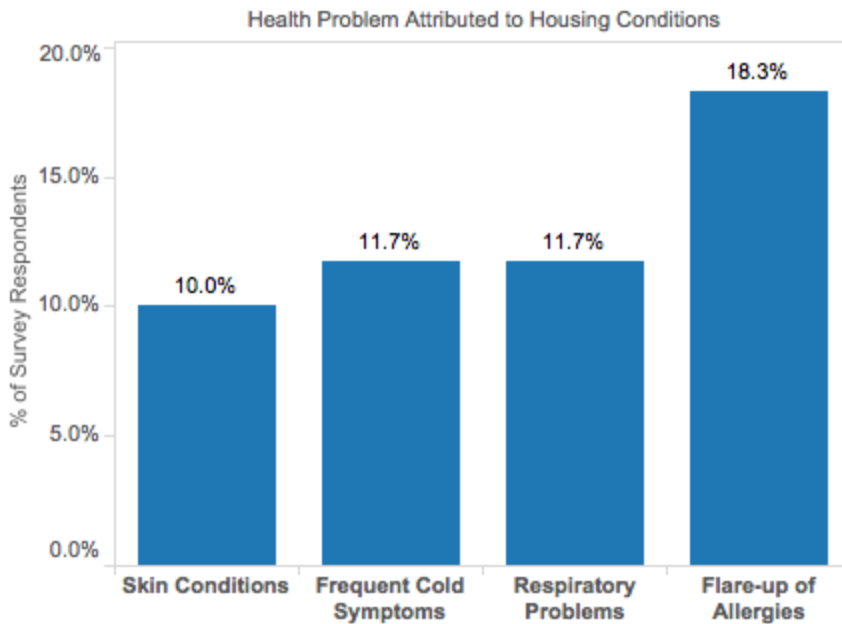
Respondents reported developing physical reactions to the unhealthy condition of their housing. Cockroaches and other pests transmit communicable diseases as well as trigger asthma attacks and allergies, especially in children.⁹³ For example, a 61-year-old woman reported going to the doctor twice for medication for skin irritation caused by pests. Another respondent with a two-year-long pest infestation said he “cannot establish routines and structure for psych[ological] wellbeing due to chaos created by bugs.” Mold thrives in damp environments and causes respiratory problems and skin irritation in some people. People with chronic lung illnesses and compromised immune systems can develop serious lung infections due to mold.⁹⁴ A 55-year-old respondent with black mold and asbestos in his rental unit reported developing pneumonia.

93 Rosenstreich, D. L., Eggleston P., Kattan, M., Baker D., Slavin, R. G., Gergen P., Mitchell, H., McNiff-Mortimer, K., Lynn, H., Ownby, D., and Malveaux, F. (1997) The Role of Cockroach Allergy and Exposure to Cockroach Allergen in Causing Morbidity among Inner-City Children with Asthma. *National English Journal of Medicine*. 336(19), 1356-63.

94 Centers for Disease Control and Prevention. (2014). Facts about Mold and Dampness. http://www.cdc.gov/mold/dampness_facts.htm

Figure 11

Impact of Substandard Housing on Survey Respondents



Source: SWC and HJP Survey of Tenants

The vast majority of respondents (78.3%) with issues in their unit did not get quick help from their landlords to address the problem. One woman explained, “I had to use my personal funds to address bug problems and protect my belongings. These funds could have been used for other items in my budget, including keeping up with rent.” Several respondents attempted to withhold rent for repairs, but there are significant risks to tenants undertaking this strategy. In order to properly raise substandard housing as a defense in an eviction action, the tenant has to demonstrate that they withheld the exact amount of rent equal to the reduced value of the premises; incorrectly calculating this amount could result in an eviction.⁹⁵ For example, a 27-year-old woman who reported months of respiratory problems due to the deterioration of the unit withheld rent to demand repairs, but then faced eviction due to nonpayment of rent.

⁹⁵ Foisy v. Wyman, 83 Wn.2d 22, 515 P.2d 160 (1973)

In the court records, several tenants believed the eviction proceeding was a form of retaliation from the landlord for complaining about the conditions of the housing. One of the most striking connections between evictions and violations were in evictions filed by C & A HUA Limited Partnership. At all but one rental building in which C & A HUA Limited Partnership filed an eviction in 2017, at least one landlord-tenant violation was found since December 2016. Out of the four C & A HUA Limited Partnership properties in which an eviction case filed, three properties had at least one eviction filed either 90 days before or after a landlord-tenant violation.

Why Are Tenants Evicted in Seattle?

In 2017, the average rent in Seattle was \$1,906.00⁹⁶ with 45.9%⁹⁷ of renter households in the metro area paying more than 30% of their income towards rent. The growing financial strain of renters was reflected in our survey. The majority of survey respondents (83.6%) reported a rent increase in the past two years, including 40.7% who experienced two or more rent increases during that time period. Twenty-seven percent of all respondents (27.2%) experienced a monthly rent increase of \$250 or more. Of those respondents reporting rent increases, 43.5% fell behind on rent. As one respondent noted, “Rent is getting too high to live.”

Unsurprisingly, the majority of eviction filings (86.5%) were for nonpayment of rent. High rent burdens reduce the financial flexibility of tenants, exacerbating the consequences of life’s emergencies. The vast majority of survey respondents (74.3%) fell behind on rent due to an emergency. Other than serving a three-day notice to pay or vacate, Washington landlords are not required to give tenants a grace period for payment of rent, so one setback can lead to eviction. The remaining 13.5% of eviction filings were for other reasons, indicating that a small number of tenants are evicted for reasons other than nonpayment of rent.

Median Rent of Tenants Who Were Evicted

Overall, households in the eviction filings had lower-than-average rent, suggesting that lower-income households were more likely to be evicted in 2017. With only a few exceptions, we were able to determine the monthly rent for each household by reviewing each complaint’s allegations. Among the cases in which the rent of the unit was listed in the complaint, the median rent was \$1,075.00, below the overall \$1,906.00 average rent

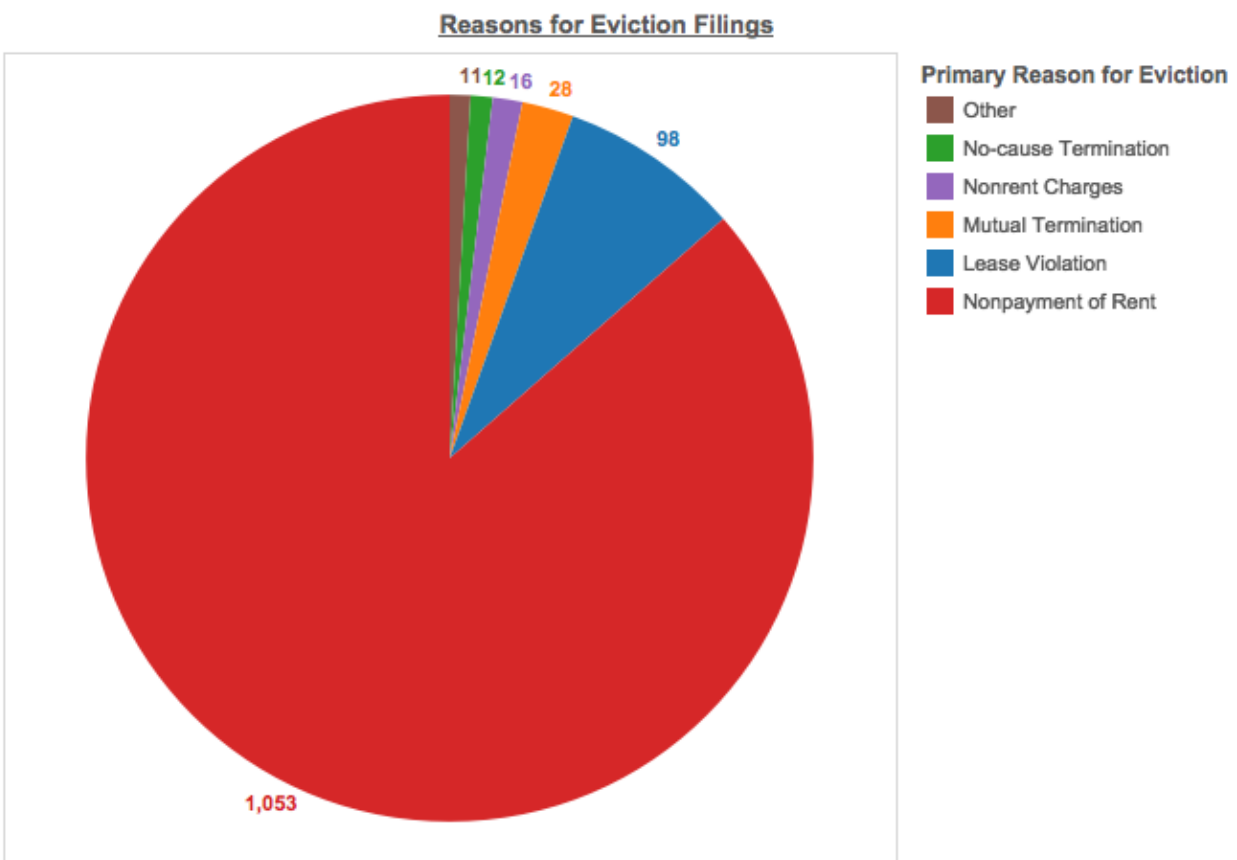
⁹⁶ Rent Cafe. Seattle, WA Rental Market Trends. <https://www.rentcafe.com/average-rent-market-trends/us/wa/seattle/>

⁹⁷ Joint Center for Housing Studies of Harvard (2017). America’s Rental Housing

in Seattle.⁹⁸ The median rent for tenants residing in properties owned by a small landlord was \$1,112.50 per month, slightly higher than the median rent for all eviction filings. In 2017, 54% of renters in Seattle had a rent below \$1,500.00.⁹⁹ When non-profit landlords were excluded from the 2017 eviction cases, the median rent increased to \$1,250.00; of those cases initiated by private landlords, 9.2% of those cases were for units with less than \$750.00 in monthly rent.

Why Were Evictions Filed in 2017?

Figure 12



Source: 2017 Seattle Unlawful Detainers

⁹⁸ Rent Cafe. Seattle, WA Rental Market Trends. <https://www.rentcafe.com/average-rent-market-trends/us/wa/seattle/>

⁹⁹ Id.

Nonpayment of Rent

As shown in **Figure 12**, the most common reason a tenant faced eviction was for nonpayment of rent. We reviewed the complaints, and, when attached, the three-day notices to pay or vacate, in order to determine the amount owed by each tenant. Of all nonpayment of rent cases, 52.3% owed one month or less before an eviction was filed. More than three-quarters (76.6%) of nonpayment of rent cases were initiated for less than \$2,500.00. Of these 807 cases in which less than \$2,500.00 was allegedly outstanding, a total of \$997,968.22 in rent arrears was owed based on the rent demands. Among this group, the median rent owed was \$1,236.64.

Figure 13

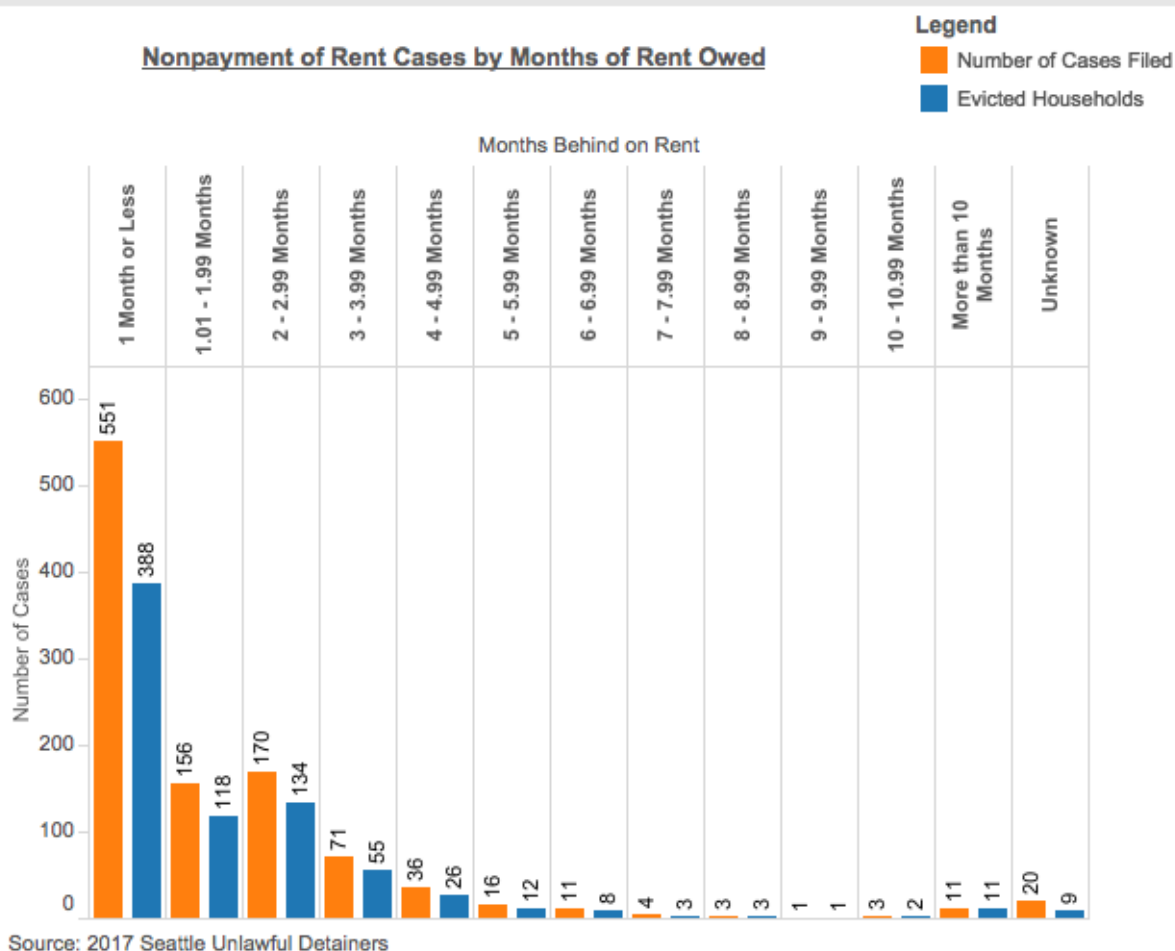
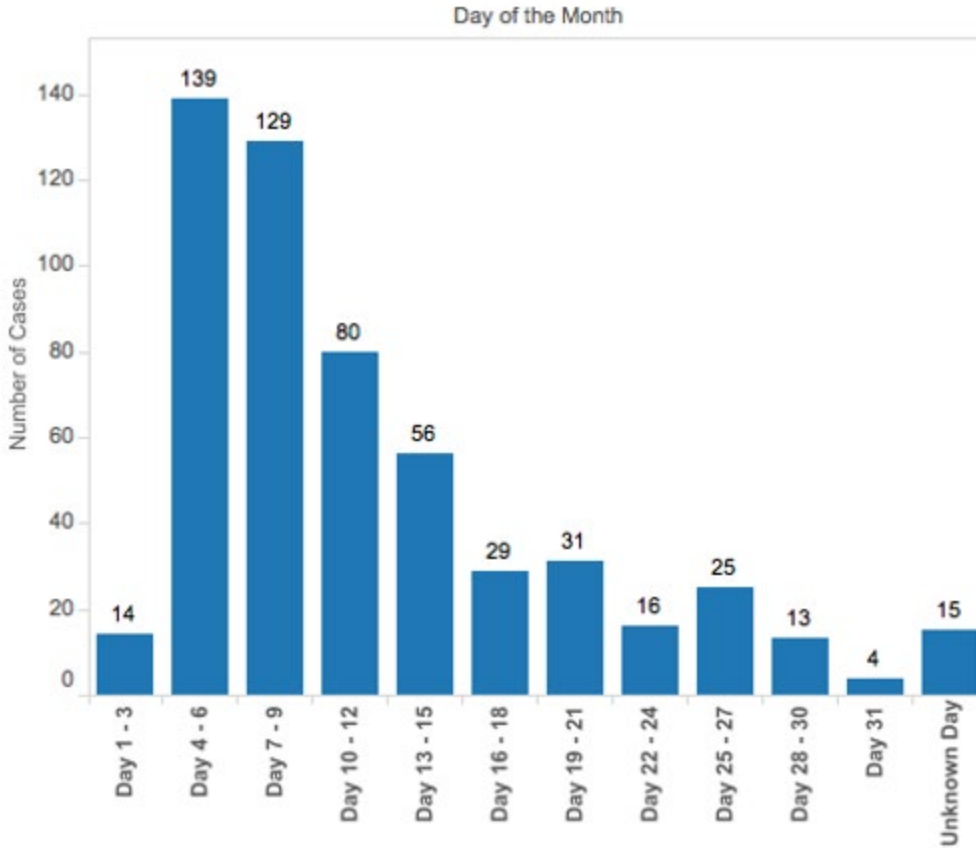


Figure 14

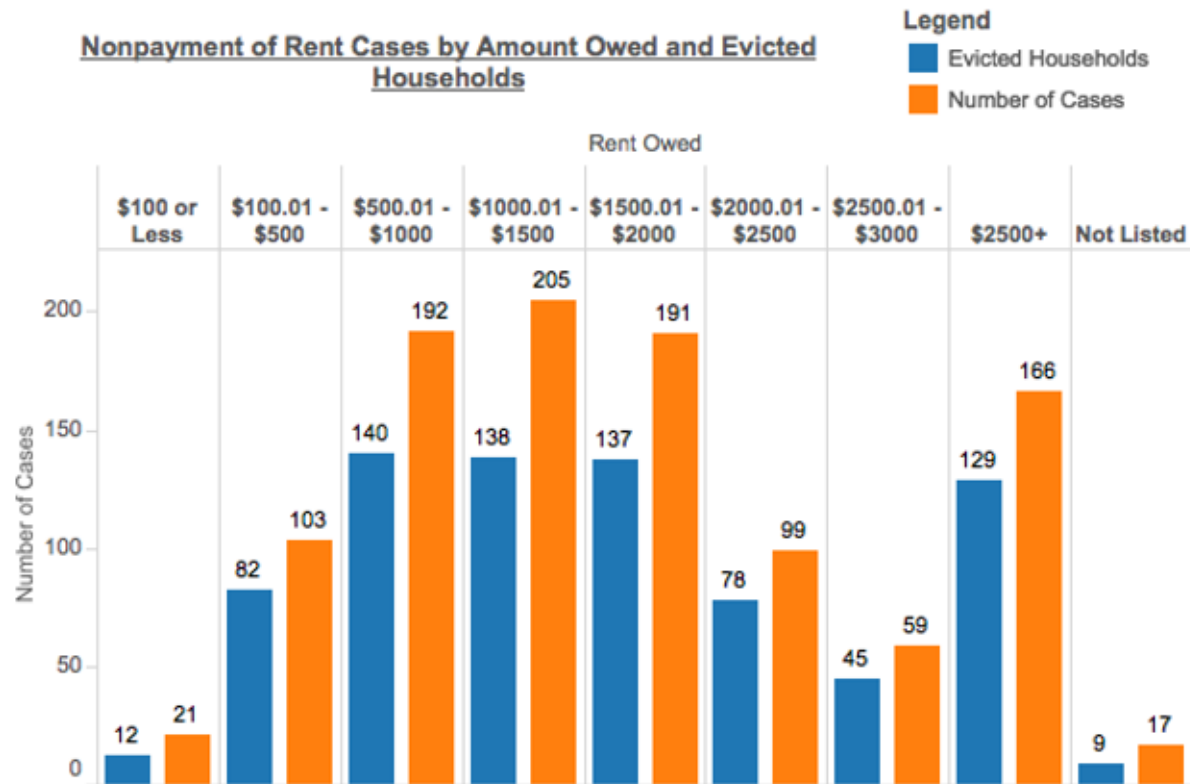
Day of the Month Notice Served in Nonpayment Cases 1 Month of Rent or Less Owed



Source: 2017 Seattle Unlawful Detainers

Among tenants facing eviction for nonpayment of rent, where the notice date was listed in the complaint, the majority (72.5%) of tenants received notices on or before the 15th of the month, and the median day notices were served to tenants was the 9th day of the month. Over a quarter (26.6%) of all nonpayment of rent cases that listed the date of service were served on or before the 6th of the month. For cases 1 month or less behind in rent that listed the date of service, 70.2% of notices were served on or before the 15th of the month and 27.8% of notices were served on or before the 6th of the month. While we do not know for certain the date rent was due, in our experience, rent is typically due on the first of the month. The speed at which landlords served notices shows that if a tenant fell behind on rent due to an emergency, they would be unlikely to have enough time to catch up on back rent before the eviction process started.

Figure 15



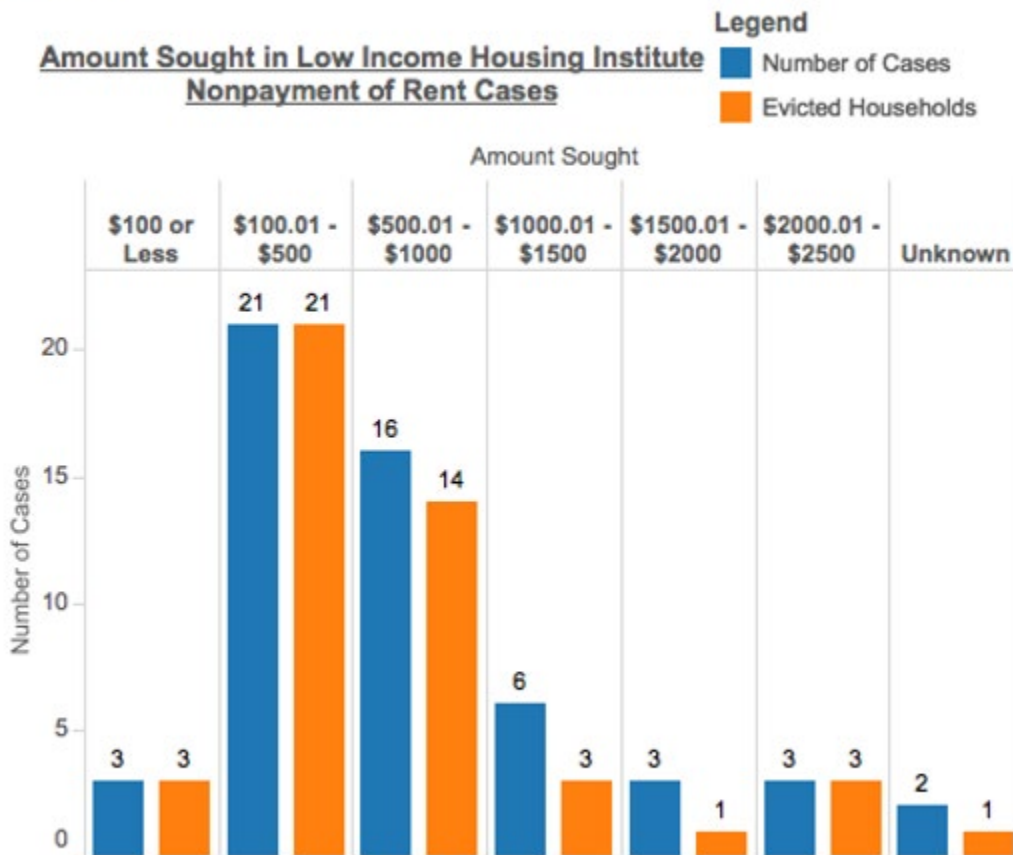
Source: 2017 Seattle Unlawful Detainers

The lowest amount of outstanding rent sought by a landlord documented in court records was \$10.00. Among all the 1,218 cases, 21 cases were commenced for less than \$100.00 in back rent. Additionally, 10.2% of all cases were commenced for less than \$500.00 in back rent. One tenant was served with an eviction notice on the 9th of the month for \$347 out of his \$790 rent. The landlord added \$85 to this amount as a service fee. Even though the tenant was working with organizations to get rent assistance, the landlord proceeded with the eviction and entered a judgment of \$2,170.41 – over half of this judgment was for attorney’s fees (\$525.00) and court costs (\$587.50).

The Low Income Housing Institute had one of the highest eviction rates among landlords who brought more than one case. Figure 16 lists eviction filings brought by Low Income Housing Institute for nonpayment of rent, categorizing the filings by the amount sought in the three-day notice to pay or vacate; the second column lists the number of cases in which the tenant was evicted. In all cases in which the Low Income Housing Institute sought back rent at or below \$500.00, the tenant was evicted. As we indicated

above, Washington law does not provide tenants with much ability to pay their rent late once the three day notice to pay or vacate has expired, which can mean that tenants who are short small amounts of rent can be swiftly evicted for being only a few dollars short on their rent.

Figure 16



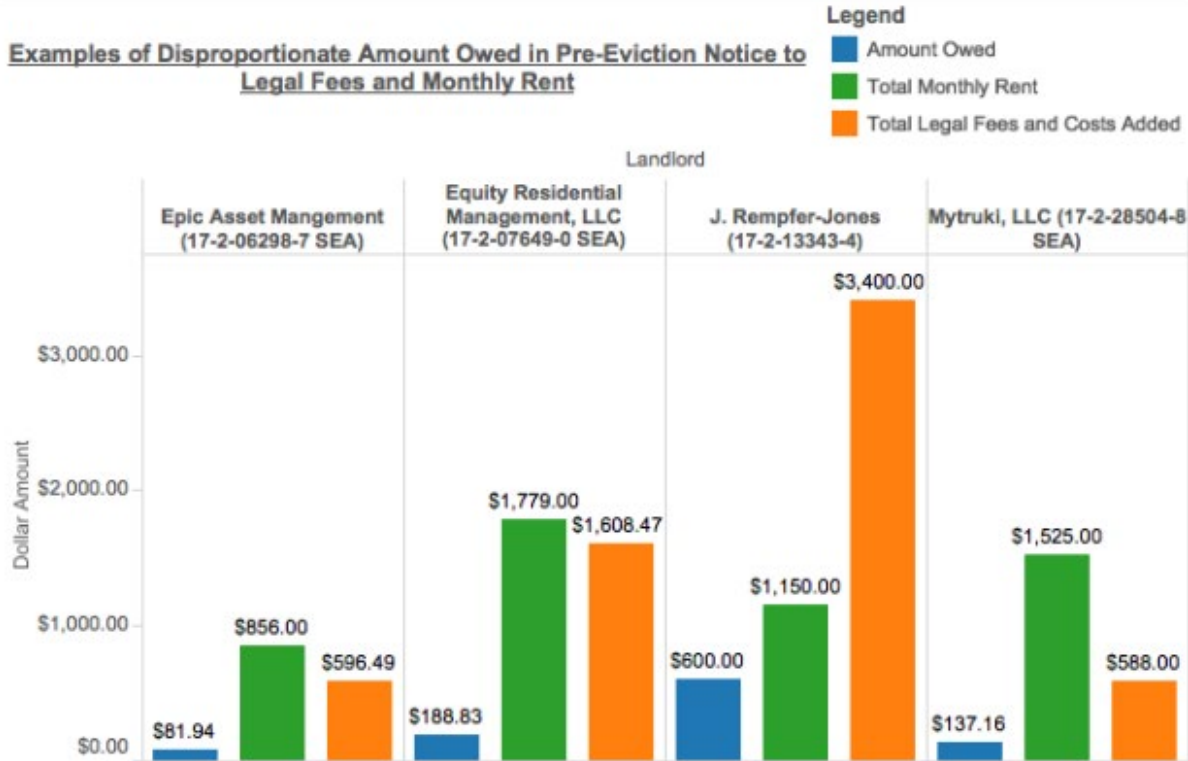
Source: 2017 Seattle Unlawful Detainers

In several cases, landlords filed evictions for small amounts of rent owed compared to the monthly rent. For example, in one case, Equity Residential Management, LLC brought a nonpayment action for \$188.83 outstanding; the monthly rent was \$1,779.00.¹⁰⁰ In another, Mytruki, LLC, commenced an action for \$137.16 owing in non-rent charges; the monthly rent was \$1,525.00.¹⁰¹ In all of the cases in **Figure 17**, the resulting legal fees charged to the tenants eclipsed the original amount sought in the three-day notice to pay or vacate.

100 17-2-07649-0 SEA

101 17-2-28504-8 SEA

Figure 17



Source: 2017 Seattle Unlawful Detainers

None of the cases shown in **Figure 17** were resolved after a trial, which typically results in substantially higher court costs placed on the tenant. Landlords typically stop accepting ongoing payments until a judgment is entered, which increases the final amount owed compared to the pay or vacate notice. Nonetheless, our main observation is that there were numerous examples where landlords were willing to commence eviction actions for small quantities of money. The resulting legal fees and court costs often exceeded the amount owed in these cases. We suspect that the ability for landlords to pass on legal costs to tenants incentivizes them to commence evictions over small amounts of rent or non-rent charges. Tenants typically will have a difficult time finding housing until the entire debt, including attorney’s fees, are paid back to the landlord because the debt will show up on credit reports.

Non-rent Charges

Even if tenants pay their rent, non-rent charges can still lead to eviction. Landlords can evict tenants for any debt, regardless of the amount or type of debt. Overall, 20.0% of

eviction filings listed non-rent charges such as late fees, notice fees, and other charges in the complaint. The median non-rent charges owed was \$239.81. In some cases, the total amount owed was not itemized in the complaint or judgment, so it was not possible to determine the amount due for rent and amount due for non-rent charges.

Sixteen cases (16) were commenced solely for non-rent charges owed. In one case, FPI Management evicted a tenant for \$100.00 in charges unrelated to rent.¹⁰² As in evictions due to nonpayment of rent, attorney’s fees and court costs were added to these cases, increasing the total amount owed in the final judgment.

Lease Violations

Of 1,218 cases, 98 cases were filed for alleged lease violations (8.0%), ranging from illegal drugs to having unauthorized occupant. In three of these cases, guest behavior was the basis for the eviction.

Figure 18

Number of Lease Violation Eviction Cases

Detailed Explanation of Lease Violation	
Guest Behavior	3
Multiple 10-Day Notices	5
Nuisance / Waste	5
Hoarding	6
Subleasing	6
Cleanliness	7
Nuisance / Waste - Drugs	7
Nuisance / Waste - Property Damage	7
Unauthorized Occupants	8
Violation of Rules Specific to Subsidized Housing	8
General Behavior/Lease Violation	11
Multiple 3-Day notices	11
Nuisance / Waste - Assault	14

Source: 2017 Seattle Unlawful Detainers

¹⁰² The complaint does not explain the charges, but the tenant received a 10-day notice to comply or vacate instead of a 3-day notice to pay or vacate, leading us to conclude these were charges unrelated to rent. 17-2-25871-7 SEA

The lease violations alleged by landlords varied greatly. For example, eight cases were filed because of unauthorized tenants. Many tenants live with roommates to afford rent, but tenants do not have the right to live with a roommate that has not been approved by the landlord. Despite the fact that the Seattle Human Rights Law specifically protects against discrimination due to marital status,¹⁰³ some leases impose rules against tenants hosting or having their loved ones live with them.¹⁰⁴ In an eviction notice for unauthorized occupants, Epic Asset Management's lease stated¹⁰⁵:

If the Resident should during this tenancy marry, accept a roommate or otherwise increase the number of occupants of the Apartment, all rights to occupancy may be terminated at Agent's sole discretion unless application is made for occupancy for additional person(s), new applicant is approved by Agent for tenancy and a new lease is signed by both parties.

The 27-year-old tenant, who was current on her rent, received a 10-day notice to comply. The notice stated that, in order to comply, she had to provide "one of these three documents: a current lease in their [unauthorized occupant] name at another address; copies of recently cashed payments to another landlord or lender; or copies of current utility bills for services provide (*sic*) in their name at another address." A judgment of \$1,636.90 was issued against the tenant.

Mutual Terminations

Overall, 2.3% of cases were commenced because the tenant did not vacate after signing a mutual termination agreement. Mutual terminations refer to an agreement between the tenant and landlord to terminate the tenancy; however, the court records indicate that some tenants sign them without understanding their purpose or the effect they will have on their tenancy. Once a tenant signs a mutual termination, they will likely be unable to reverse it in court. In the court records, mutual terminations were most commonly used by non-profit housing providers. Out of twenty-eight mutual termination cases, twenty-three were brought by non-profit landlords. In one case, the tenant informed the court in her response that she struggles with reading and did not understand what she was being asked to sign, stating she was told to "just sign and [she] could keep [her] housing." The number of mutual terminations signed are likely much higher, but are unknown because the tenant vacates before the landlord files an eviction action.

103 SMC 14.08.030.

104 In New York, a tenant is allowed to have immediate family or a co-occupant reside with them. NY RPL 235-f.

105 17-2-20839-6 SEA

No-Cause Eviction

Notably, although Seattle has a JCEO that generally prohibits evictions from a household except for certain enumerated reasons, 12 cases commenced for no cause whatsoever. These were mostly due to a tenant who remains in the apartment after expiration of the lease agreement, in which case the tenant would not be protected by JCEO.¹⁰⁶ These numbers likely underestimate the problem of no-cause evictions in Seattle because it is difficult to know how many tenants' leases ended without cause but did not have an eviction case filed.

Other Reasons

The remaining 0.9% of cases were filed for other reasons, including demolition or development of the property, the firing of a property manager, and the landlord deciding to live alone. Out of these cases, the majority of tenants remained in the unit.

What Factors Lead to Tenants Facing Eviction?

Poverty and Temporary Unemployment

The majority of survey respondents (51.4%) cited the loss of employment or income as the reason they fell behind on rent. Of HJP's Seattle clients, 29.7% were unemployed and seeking employment – over six times the rate of Seattle as a whole.¹⁰⁷ Tenants seeking employment had the lowest income, with the median income for these tenants being 65.7% of the FPL, compared to employed tenants and tenants not seeking employment living 118.2% and 76.3% of the FPL respectively. The high rate of HJP Seattle clients seeking employment suggests a connections between temporary unemployment and eviction.

While the court records did not reveal the employment status for many tenants, several tenants discussed their economic situation when responding to the eviction. For example, a tenant laid off from his job fell behind on rent. In a letter responding to the eviction, he wrote:

Throughout this period I have tried my best to stay afloat with my rent. Unfortunately I have reached a massively difficult juncture where I am considering bankruptcy. I have taken out loans just to pay other bills. My credit score has plummeted, my overall debt is growing beyond manageable. The high stress level has affected my health, and now

¹⁰⁶ *Carlstrom v. Hanline*, 98 Wash.App. 780, 990 P.2d 986 (2000).

¹⁰⁷ U.S. Bureau of Labor Statistics. (2018). *Seattle Area Economic Summary Local Area Unemployment Statistics* https://www.bls.gov/regions/west/summary/blssummary_seattle.pdf

that I no longer have health benefits I cannot reach out to a doctor for medical and/or psychological attention. Not to mention my father just had surgery for a brain aneurysm. He is dealing with short-term memory loss and it has been a burden on my family because he is not working. I have explained my circumstances to management and so I am in the midst of gathering my belongings and moving out of the unit.

After an individual loses a job, it takes a little over nine weeks¹⁰⁸ to find other employment. A 2018 Federal Reserve Report found that 40% of Americans could not come up with \$400 in the event of an emergency. Unfortunately, although job loss is often temporary, many tenants still lose their housing due to the short time period (three days)¹⁰⁹ tenants have to catch up on outstanding rent. Another tenant wrote a letter explaining that he had lost his job two months prior. He was able to find two part-time jobs and worked over 40 hours a week. Unfortunately, the private landlord filed an eviction against him over \$366.00 in rent owed (his total monthly rent was \$1,008.00). He was later evicted with a \$2,172.00 judgment ordered against him due to added court costs and legal fees.

Increasing Unaffordability of Affordable Housing

Within the last two years, affordable housing that is set by local median income has become increasingly unaffordable. The major affordable housing program in Seattle and King County, the Low Income Housing Tax Credit (LIHTC), sets rents based on the Area Median Income (AMI) of King County households; tenants with lower incomes below 30% AMI may be eligible for a unit with rents set based on 30% AMI.¹¹⁰ Landlords may also set

108 U.S. Bureau of Labor Statistics. (2018). Unemployed persons by duration of unemployment <https://www.bls.gov/news.release/empsit.t12.htm>

109 RCW 59.12.030.

110 While a tenant may move into a unit with a low rent based on 30% AMI, the Washington State Housing Finance Commission permits landlords to increase a tenant's rent by shifting a tenant from a lower rental unit to a higher one. For example, a tenant who moves into a unit with rent set at 30% AMI could find their rent increase dramatically because the landlord reclassifies the tenant as a 60% AMI unit upon the next annual certification, which would result in a drastically higher rent. As a result, a tenant receiving SSI as his sole income and residing in a 30% AMI unit could be reclassified under a 60% AMI unit with a higher rate despite having no substantial change in income. According to the Commission's FAQ, available at http://www.wshfc.org/managers/ManualTaxCredit/160_AppendixB-FAQsCompliance_TaxCredit.pdf:

Q: A property has elected two low-income set-aside levels (e.g., 80% of the units at 60% AMI and 20% of the units at 40% AMI). A resident moves in and is qualified under the 60% set-aside. However, during the year, the resident's income declines and at the time of re-certification his income now falls below 40% of median. Can the Owner re-classify the resident to the 40% set aside?

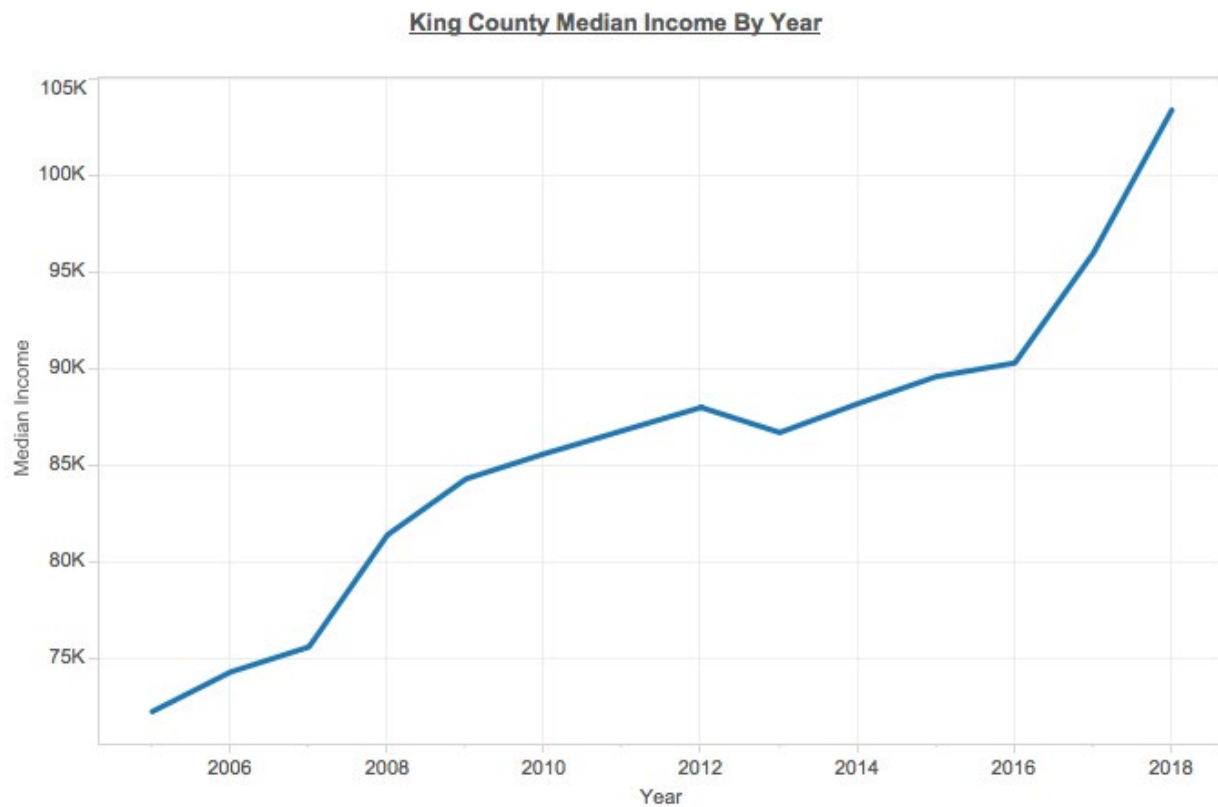
A: Yes, as long as the appropriate rent (40%) is also charged. Keep in mind that the Owner is under no obligation to do an interim review to re-determine the resident's income, nor is the Owner obligated to re-classify the resident to a lower income set-aside at the time of recertification. The Owner may assign a lower income set-aside to a resident even if the property has met its minimum set-asides.

Q: Can a property reassign a qualified household to a *higher* income set-aside at recertification?

A: Yes, provided that the property's income set-aside commitments have been met AND the lease allows for such a change, AND proper written notice is given to the household of the increase.

aside units based on other rates such as 60% AMI, which would have a higher rent. As AMI increases overall, the maximum rents for units will similarly increase. There are roughly 18,000 income-restricted units in Seattle.¹¹¹ But over the last five years, the King County AMI has increased 19.3%, rising from \$86,700 in 2013 to \$103,400 in 2018. As a result, families residing in LIHTC properties have experienced sharp increases in rent; for those who are receiving SSI, there have not been concurrent increases in federal SSI levels. In 2016, 97,535 SSI recipients, many of whom are people with disabilities, lived in Washington. The average SSI payment only increased \$12 from 2014, while monthly rent increased on average an astounding \$274 since 2015.¹¹²

Figure 19



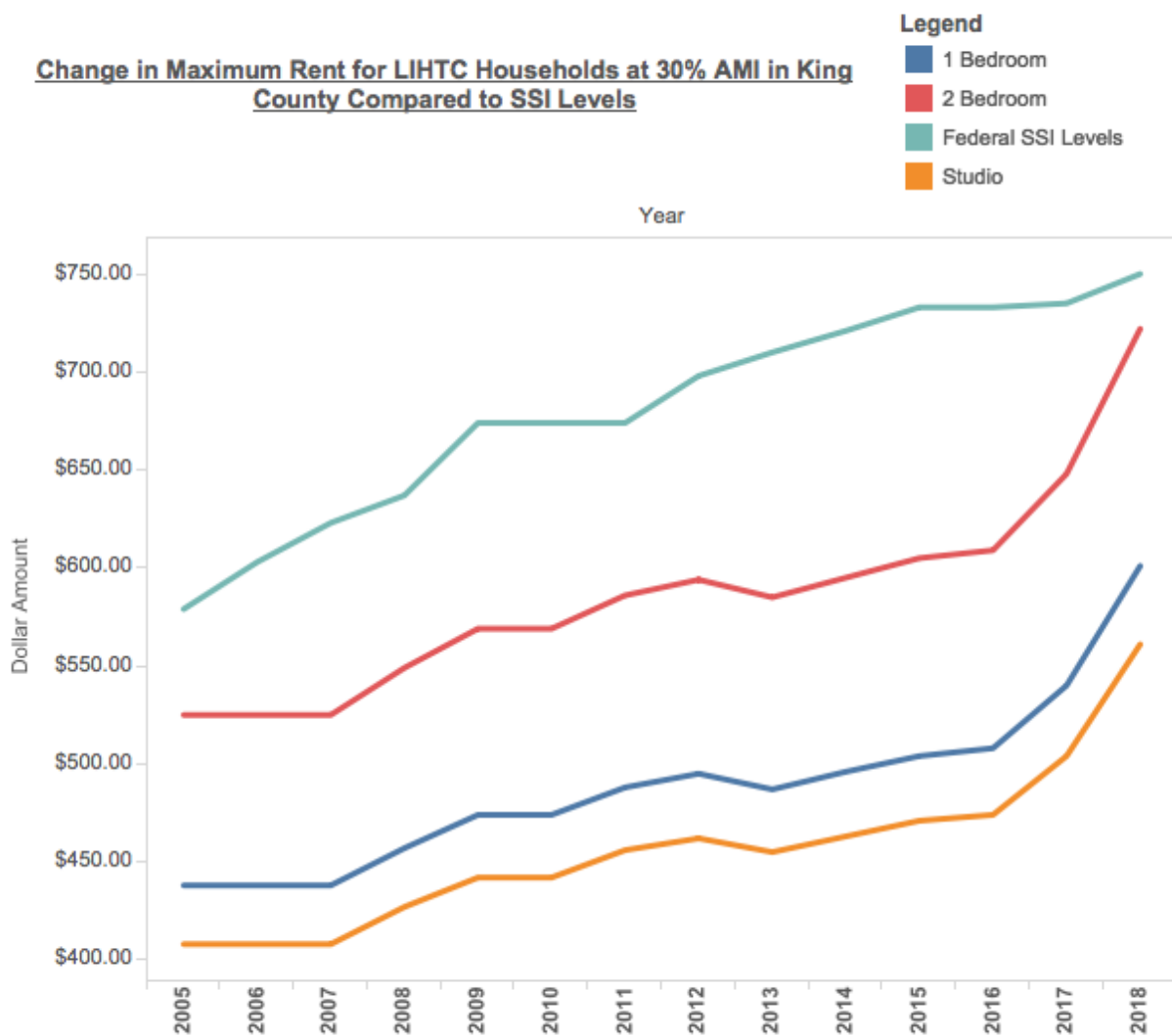
Source: Washington State Housing Finance Commission

111 Washington State Housing Finance Commission. Active WSHFC Multifamily Rental Properties. <http://www.wshfc.org/mhcf/9percent/other.htm>

112 Schaak G. Sloane, L., Arienti, F. and Zovistoski, A. (2017). Priced Out: The Housing Crisis for People with Disabilities. *Technical Assistance Collaborative, Inc.*

Figure 20 compares the increase in rent levels from 2005 to 2018 for studio, 1 bedroom, and 2 bedroom apartment units for tenants making less than 30% AMI in LIHTC properties.¹¹³ While changes in federal SSI levels generally correlated with changes in rent levels within LIHTC properties, in 2016, the rent levels increased rapidly, making a 1 bedroom apartment within an LIHTC property unaffordable for a tenant receiving SSI. Even for tenants residing in a studio apartment, the higher rent levels would constitute 74.8% of the income of a tenant receiving solely federal SSI levels.

Figure 20

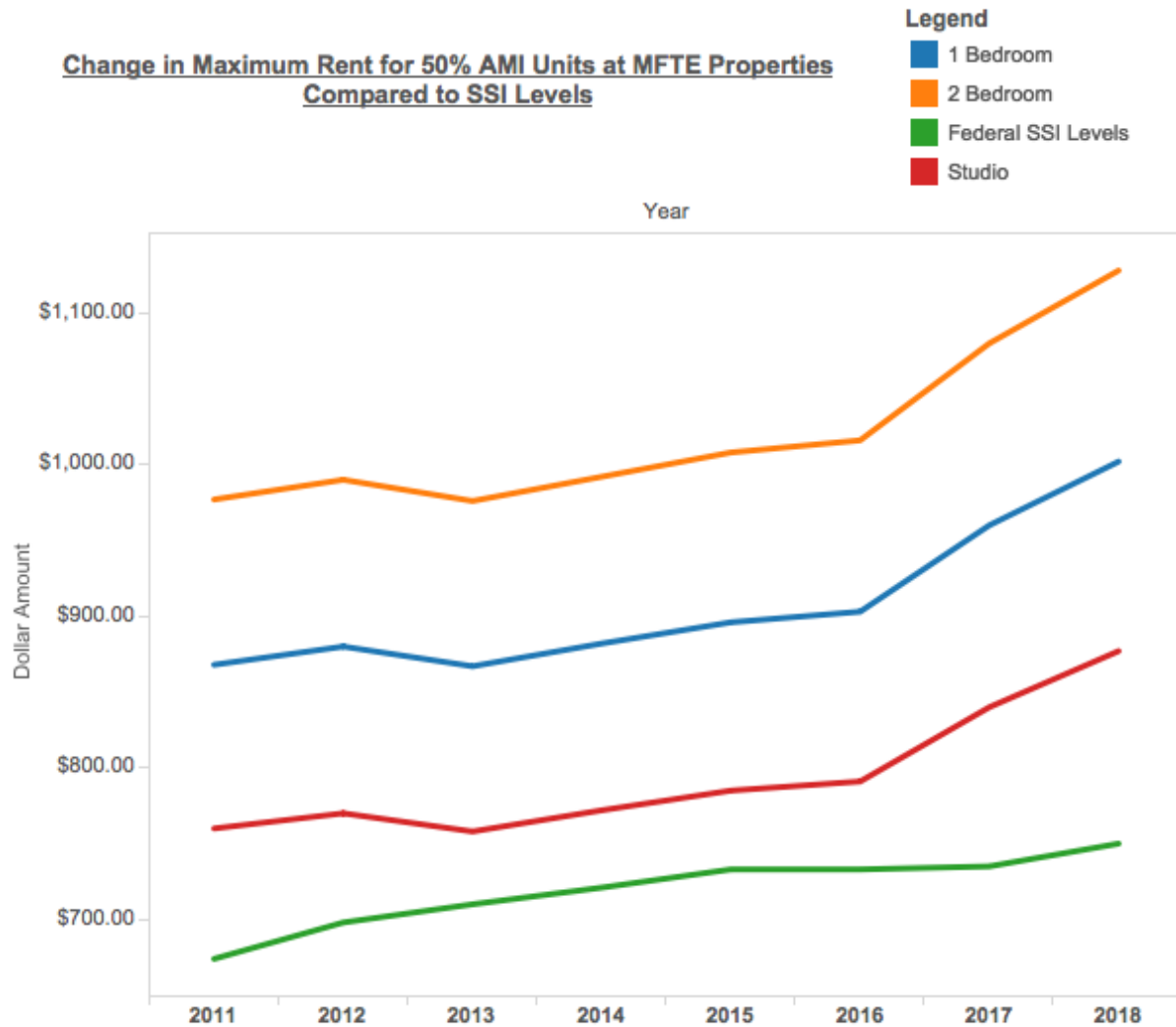


Source: Washington State Housing Finance Commission and U.S. Social Security Administration

113 Washington State Housing Finance Commission (2018) Income and Rent Limits for All Tax Credit and Bond Financed Properties. <http://www.wshfc.org/limits/Map.aspx>

Similarly, the Multi-Family Tax Exemption, which is a Seattle-based housing subsidy based on AMI, has seen similar increases. The program sets aside units within eligible properties affordable rents to families with slightly higher incomes, typically between 65% AMI to 90% AMI with some properties serving tenants earning 50% AMI.¹¹⁴ Even at 50% AMI, the properties are unaffordable for tenants receiving SSI.

Figure 21



Source: Seattle Office of Housing and U.S. Social Security Administration

114 SMC Chap. 5.73, et seq.

Rigid Leases

The rigidity of many survey respondents' leases prevented them from staying current on their rent. Many tenants throughout Seattle, especially those relying on small, fixed incomes like Social Security Retirement Benefits, only receive payments in one lump sum on a day of the month determined by the Social Security Administration. Unfortunately, if tenants do not receive these payments until after rent is due, they can incur late fees or face eviction for nonpayment. Eighty percent (80.0%) would have been able to pay rent if it was due at the end of the month, instead of the first of the month.

Generally, living with roommates is a common strategy renters use to afford to live in increasingly unaffordable cities. Unfortunately, many survey respondents reported they did not have the right to live with a roommate per their lease terms. Of respondents without roommates, 63.6% reported they would have been better able to afford their rent if they had a roommate; however, 39.7% of all respondents' landlords restricted them from adding people to the lease. Some landlords who allowed roommates charged extra fees and required the new person to meet strict screening criteria in order to be listed as a co-occupant. For example, 41.0% of respondents' landlords charged additional money to add a spouse or partner on the lease.

Domestic Violence

Research has found that domestic violence is often a precursor to housing instability, especially for women.^{115,116} In the court records, domestic violence was cited by several women facing eviction. For example, one woman explained the connection between domestic violence and her eviction when she filed for a motion for an order of limited dissemination:

After entering the tenancy, my husband engaged in a series of domestic violence against me. As a result of these incidents, I have had several Seattle Police Reports issued. As a result of my estranged husband's absence from the residence, I have not been able to pay the rent and will vacate the premises no later than [7 days after motion filed].

In another case, a tenant moved to a two-bedroom apartment in Queen Anne after fleeing her abusive husband. She earned a comfortable income, providing for herself and her

115 Baker, C. K., Billhardt, K. A., Warren, J., Rollins, C., and Glass, N. E. (2010). Domestic violence, housing instability, and homelessness: A review of housing policies and program practices for meeting the needs of survivors. *Aggression and Violent Behavior, 15*(6), 430-439

116 Babajide, R., Blum, E., Maniates, H., and Scher, M. (2016). Effects of Eviction on Individuals and Communities in Middlesex County. *The Middlesex County Coalition on Housing and Homelessness*. http://www.pschohousing.org/files/2016_EvictionStudyFinalDraft.pdf

two children, “one of which has a genetic disease”. Several months into her tenancy, her husband tried to kidnap her daughter and injured her in the process. A week after this assault, the tenant lost her job. An emergency rental assistance program for domestic violence survivors paid her rent for the following month. She only found minimum-wage work, which was not enough to cover her expenses. She wrote:

Because of this financial instability, I tried to reconcile with my husband at the end of June. He ended up using the remaining amount of my funds. After talking with the former property manager, [property management company] would not work with me at all to create a payment plan and if I did not pay in full, I would be evicted. As such, I prepared to move forward with my husband.

Soon after going back to her husband, he assaulted both her and her daughter. According to court records, the tenant filed for a protection order against her husband during the eviction process. According to the tenant’s letter, she did not expect to stay in apartment. She asked the landlord for a little less than a month to find another place to stay and pack her belongings. The tenant wrote she was “dedicated to reimbursing Petitioner” and asked the landlord to not put the eviction on her record, fearing “it will make it difficult for me to find shelter for my children.” She vacated the unit thirteen days after responding to the lawsuit. The tenant did not receive an order of limited dissemination.

Health Problems

The eviction process moves quickly, and landlords are not required to accept payment plans. When a tenant is unable to pay rent, either because of the costs of medical care or because they are physically unable to tender rent, landlords can still move forward with the eviction. Out of the survey respondents, 8.6% cited a medical emergency as the reason they fell behind on rent.

When responding to the eviction lawsuit, many tenants reported developing health problems precipitating falling behind on rent. For example, a private landlord filed an eviction against a hospitalized tenant. A lawyer representing the tenant in his workers’ compensation claim related to his brain injury submitted a letter, writing that the tenant:

suffered a traumatic brain injury, which has resulted in significant cognitive limitations and impairment. Indeed, [tenant] has recently been hospitalized as a result of his traumatic brain injury and it is my understanding he will not be released for several more days. Owing to his hospitalization and cognitive deficits, he is unable to respond to an eviction notice that may have been left on his door of his residence, or, if it became necessary, to remove his possessions from the premises. As a result of his current

physical and mental incapacity, we request his landlord and King County Sheriff's Department or other pertinent law enforcement to postpone any eviction proceedings to allow him the opportunity to properly respond, obtain appropriate legal counsel, and/or satisfy the arrearage.

Another letter written on behalf of the tenant described the letter writer's attempts to help the tenant "cognitively understand why the rent 'partial' rent (*sic*) checks are not being cashed by your company." The tenant did not appear at the show cause hearing, and the court issued a default order for writ of restitution against the tenant.

Other tenants cited temporary health problems as leading to their eviction. One woman worked part-time with no benefits at a fast-food restaurant. She missed work due to illness and according to a letter written by the tenant, the property manager refused to accept partial payments and added late fees. The tenant was ousted by the sheriff.

A property management company quickly filed an eviction against another tenant who lived in his unit for 20 years. The tenant was hospitalized the last day of the month and was evicted for not paying the following month's rent. In a letter responding to the eviction, he wrote:

I had a significant medical issue that put me in the hospital for 2 weeks at Harborview Medical Center. [Property management company] is aware of this medical event and the existing medical issues... My stay in the hospital has impacted me personally and financially and caused me significant hardship on many levels. During my stay at the hospital my brother [name] has been in communication with [Property management company] in an effort to keep them up to speed on any developments. Given my very long term tenancy at [rental], and [Property management company]'s knowledge of my hospital stay, and ongoing medical issues, I was surprised at how rapidly they moved to eviction, and legal proceedings... I have been a good tenant for 20 years... While I understand [Property management company] is running a business, given my long term financial, relationship with this company, I would have expected a bit more latitude and compassion. I am currently looking for housing better suited for me, but I am finding it difficult given the housing situation in Seattle and surrounding areas. I am also working on coming up with the money to reach a settlement agreement with [Property management company] that should satisfy all parties.

The tenant also requested the court assist him with finding legal assistance, but from court records, it does not appear the tenant was connected with any legal services. He ultimately vacated the unit.

Other Events Outside a Tenant's Control

Other events outside of a tenant's control can prevent them from paying rent in full, unfortunately the courts do not consider these reasons. Of survey respondents, 2.9% cited a death in the family as the reason they fell behind in rent. For rent-burdened tenants, the unexpected costs of paying for a funeral and other related costs can reduce their ability to pay rent.

Several tenants in the court records reported theft as the reason why they fell behind. For example, one tenant evicted by a large property management company wrote:

The reason for the lateness of the rent had to do with a theft of not only a previously purchased money order for rent, but also a large sum of cash as well as valuable items. We were working with King County Vets (KCV). Not only did they call several times with no replies, (*sic*) but we also had problems getting in touch with the office to notify how things were going. While this was happening the [rental] wouldn't accept rent increasing time and amount of payment lapse and added to the late fees.

Lack of Mental Health Support

There were several cases that may have been commenced for behavior connected to the tenant's mental health, although it is impossible to definitively determine if this was the situation. Some of these cases included a small landlord citing a tenant's suicidal ideation in the complaint as well as two cases for behavioral reasons filed by organizations that only serve individuals with mental illness. In addition, there were 6 evictions for hoarding, which is classified as a mental illness by the American Psychiatric Association.¹¹⁷

Even though more adults with mental illness have health insurance in Washington than in most other states, Washington ranks among one of the worst states to access care for and meet the needs of these adults.¹¹⁸ Housing case managers interviewed frequently cited the lack of appropriate resources, such as supportive living housing, as a barrier to stability for their clients with severe mental illnesses.

117 American Psychiatric Association. (2013). *Diagnostic and statistical manual of mental disorders* (5th ed.). Arlington, VA: American Psychiatric Publishing.

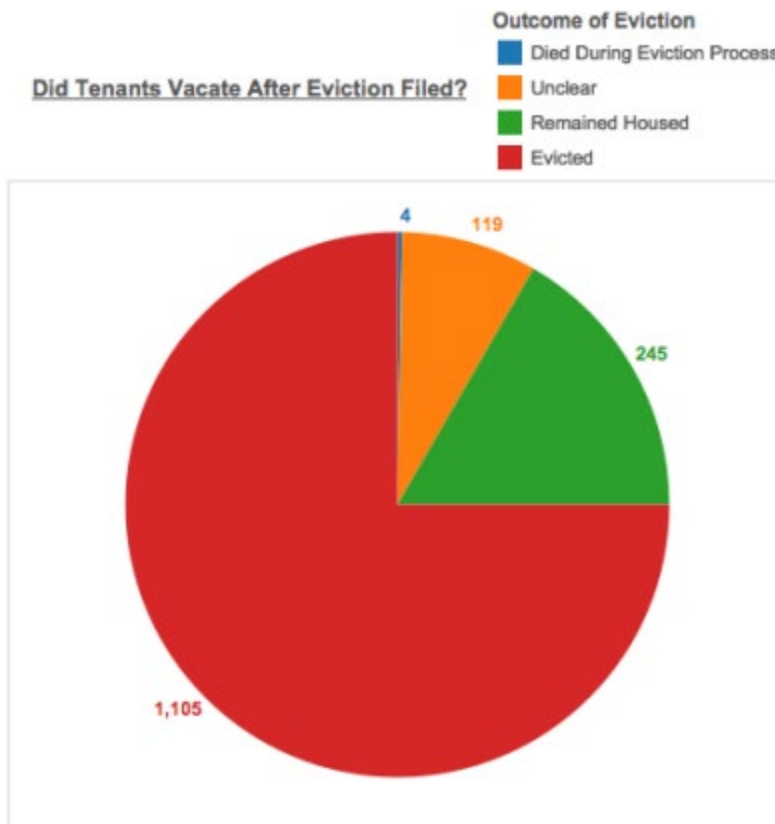
118 Nguyen, T., Hellebuyck, M., Halpern, M., and Fritze, D. (2018). The State of Mental Health in America 2018 *Mental Health America*

What Are the Outcomes of Eviction Cases in Seattle?

Did Tenants Vacate After the Eviction Was Filed?

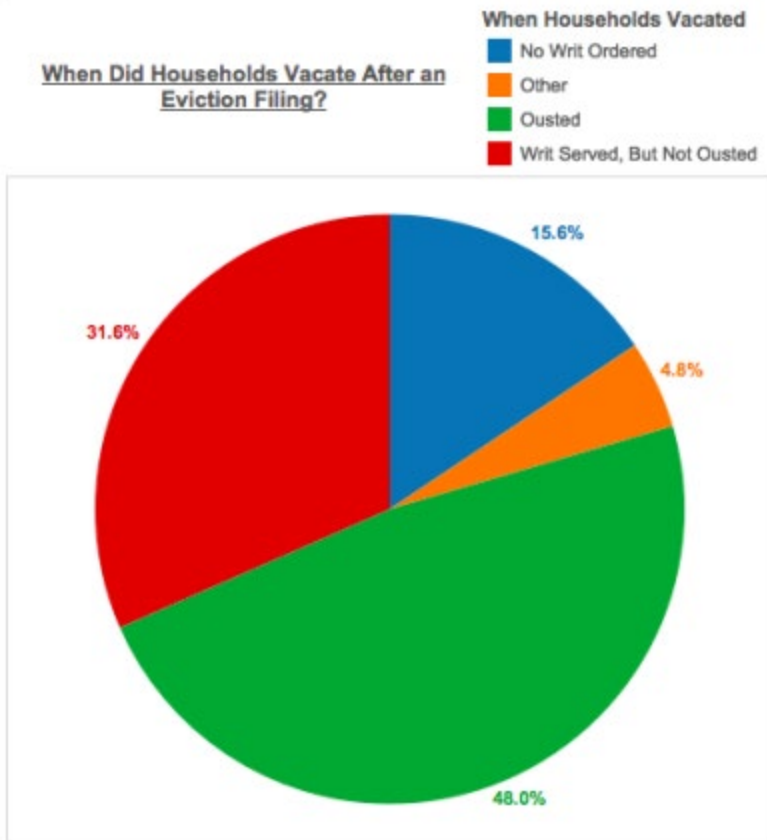
Whether by the sheriff physically ousting the tenant or the tenant voluntarily vacating before the sheriff was able to do so, overall, 75.0% of tenants vacated after an eviction was filed. Of the remaining tenants, 16.6% remained in their unit, 8.1% had unclear results, and 0.3% died during the eviction process. Of cases filed by small landlords, 79.0% of tenants vacated. Out of all cases, 62.8% of households vacated after a writ of restitution was issued by the Court; further, over a quarter of households (27.2%) vacated on or before the day the sheriff posted the writ of restitution, but before the sheriff was able to physically oust the tenant. The sheriff typically ousted a tenant 10 days after serving the writ of restitution.

Figure 22



Source: 2017 Seattle Unlawful Detainers

Figure 23



Source: 2017 Seattle Unlawful Detainers

There was an abnormally high rate of tenants failing to appear in the eviction action. Roughly 47.8% of cases (582) resulted in a default judgment due to the tenant failing to appear or contest the eviction. Further, 243 cases (20.0%) resulted in a voluntary nonsuit, usually because the tenant voluntarily vacated the premises prior to the show cause hearing. Another 42 (3.4%) cases resulted in a clerk closure after 45 days of inaction by either party. Tenants contested the eviction filing in the remaining cases.

Financial Costs of Eviction

Among the noticeable effects of a eviction was the imposition of legal and court costs on the tenant. In 90.6% of cases, attorney's fees were either assessed or reserved against the tenant. In 92.2% of cases, the court costs were assessed or reserved against the tenant. The median attorney's fees and court costs were \$416.19 and \$358.98¹¹⁹ respectively. For small

119 There were 21 of cases that combined the attorney's fees and court costs or combined the court costs with the principal judgment. These cases were excluded from calculating the median.

landlords, the median attorney's fee was higher at \$600.00 and the median courts costs were \$422.49. These overall median costs rates may have been driven down by the high number of defaults recorded, which require less time of an attorney. In 47.9% of cases, these costs were reserved usually due to the fact that the landlord resorted to alternative service or because the case was voluntarily discontinued. When costs are reserved, the landlord may still seek reimbursement from the tenant through debt collection, withholding of the security deposit, or a separate court action against the tenant.

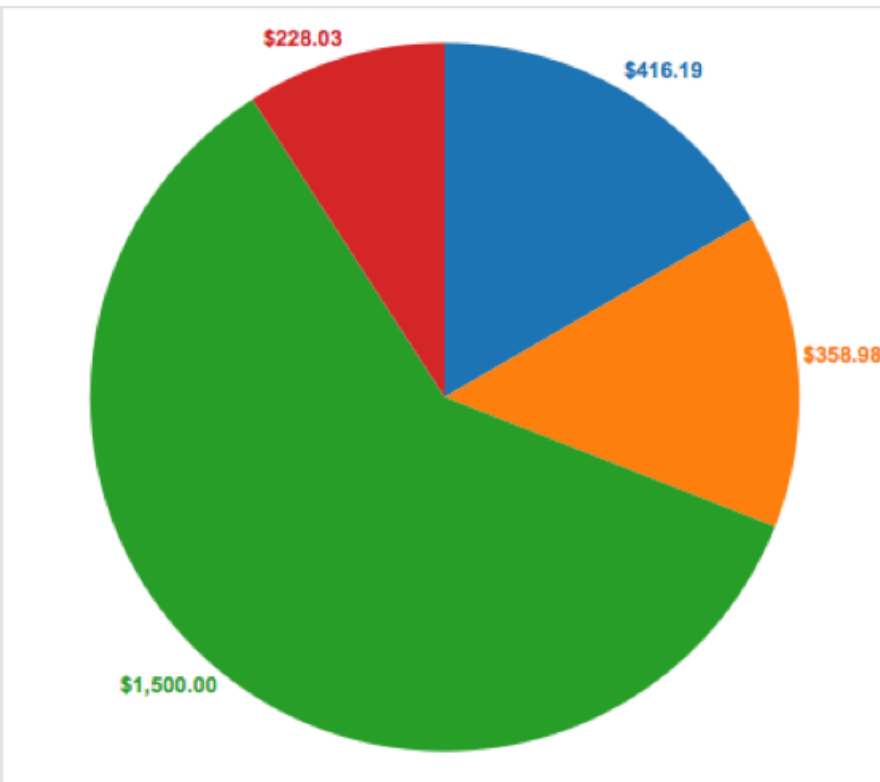
In total, compared to the median rent owed by tenants in all nonpayment of rent actions, the amount of attorney's costs and fees increased the amount owed to the landlord by about one-third. Notably, this amount does not include any other fees or charges such as late fees or liquidated damages that the landlord may seek to enforce.

Figure 24

Comparison of Costs Incurred During Eviction

Costs

- Attorney's Fees
- Court Costs
- Median Rent Owed
- Non-Rent Charges



Source: 2017 Seattle Unlawful Detainers

Some of the cases suggest that there is very little oversight of the amount of attorney's fees awarded. Although the legal work required of landlord attorneys is similar in most cases, the fees varied greatly. For example, in one case a landlord's attorney was awarded \$2,450.00 for merely entering a default judgment;¹²⁰ in another, the same attorney entered a judgment of \$2,800.00 in legal fees against a tenant with over \$600.00 owing in rent.¹²¹ In comparison, Puckett and Redford, PLLC, which handled more than half of the eviction filings in 2017 within Seattle, charged a median of \$345.00 in attorney's fees. Similarly, in a declaration supporting fees of \$690.00, one landlord attorney stated:

Unlawful detainer actions are expedited special proceedings limited to the issue of possession. *Unless there are unusual or novel issues, or the matter is set for trial and/or appeal, the tasks performed by the attorney are essentially comparable from one case to another.* The fees prayed for are consistent with the time necessary to perform tasks that are the bare essentials to prosecute this unlawful detainer at an hourly rate reasonable for an attorney competent to perform those services. *The attorney fee amount is consistent with fees normally charged in this locality for the same services.* (emphasis added).

As we indicated above in **Figure 17**, there were a number of examples where the landlord evicted a tenant over small amounts of money. The ability to freely pass legal costs to the tenant likely incentivizes landlords to evict tenants for small amounts of money and the lack of oversight of fees encourages unreasonable amounts. As a result, landlords are willing to spend disproportionate amounts of money in legal costs to evict tenants for small amounts owing.

In 574 of the 1,218 cases, a money judgment was issued against the tenant during the eviction process; the money judgment typically contained the rent owed, attorney's fees, court costs, and non-rent charges. Unlike the scenario when the fees are reserved, a money judgment is collectible for 10 years and subject to 12% annual interest; it also permits the landlord to garnish wages and obtain a levy on the tenant's bank accounts. Landlords can still seek a monetary judgment against a tenant outside of the eviction process. When a judgment was issued against the tenant, the median amount owed was \$3,129.73, including rent, sundry charges, and legal costs. The median judgment awarded in small landlord cases was \$3,646.00. In some cases, the final amount owed to the landlord in rent is higher than sought in the initial three-day notice to pay or vacate because the landlord will often refuse subsequent payments of rent or add other non-rent charges such as late fees.

120 17-2-12269-6 SEA

121 17-2-13343-4 SEA. Notably, the tenant wrote in her response to the summons that she was disabled and had procured assistance from a charity to pay the arrears in full but that the managing agent refused to fill out the necessary paperwork.

How Does Eviction Impact Tenants?

Evictions represent an incredibly traumatic event that creates long-lasting negative consequences on multiple aspects of life. For those evicted, tenants risk harmful health outcomes for themselves and their children, as well as insurmountable debt with incredibly high interest rates.

Health Impacts of Eviction

Mental health concerns were the most common health complaint respondents reported, with 36.7% of respondents experiencing stress and 8.3% experiencing increased or newly onset depression, anxiety, or insomnia caused by their eviction. A 54-year-old woman who fell one month behind on rent due to loss of income explained, “I am disabled and my disability has been aggravated considerably. The fear of becoming homeless again is unmeasurable.”

Five percent of survey respondents (5.0%) developed a heart condition they believed to be connected to their housing situation. Research has found that short-term stress, such as stress caused by going through an eviction, can trigger cardiac events.¹²² Longer-term stress, such as experiencing a period of homelessness, can increase the risk of recurrent coronary heart disease events and mortality.¹²³ A 55-year-old woman said, “I am in poor health already, will not survive living on the streets.”

Impact of Evictions on Children

Housing instability can have long-term detrimental effects on children and eviction can be particularly traumatic. Experiencing housing instability during childhood has been connected to an increased likelihood of negative health outcomes, such as teenage pregnancy and alcoholism.¹²⁴ Children experiencing housing instability face worse educational outcomes, such as weaker vocabulary skills, higher high-school dropout rates, and lower adult educational attainment than their peers.¹²⁵

122 Steptoe, A., & Kivimäki, M. (2012). Stress and cardiovascular disease. *Nature Reviews Cardiology*, 9, 360-370. doi:<https://doi.org/10.1038/nrcardio.2012.45>

123 Id.

124 Dong, M., Anda, R., Felitti, V., Williamson, D., Dube, S., Brown, D., and Giles, W. (2005). Childhood Residential Mobility and Multiple Health Risks During Adolescence and Adulthood: The Hidden Role of Adverse Childhood Experiences. *Archives of Pediatrics and Adolescent Medicine* 159(12) 1104-10.

125 Sandstrom, H., and Huerta, S. (n.d.). The Negative Effects of Instability on Child Development: A Research Synthesis (Rep.). *Urban Institute*.

About half (52.5%) of the respondents had children, including 30.5% whose children lived with them full-time; 18.9% lived with elementary school-age children. Among respondents living with school-age children, 55.6% said their children’s health suffered “very much” because of the eviction, and 33.3% said their children’s health suffered “somewhat.”

Of evicted respondents with school-age children, 85.7% said their children had to move schools after the eviction and 87.5% reported their children’s school performance suffered “very much” because of the eviction. One respondent’s high-school daughter kept missing the SAT due to the fear of eviction. Another said, “threats of eviction is taking a toll on my daughters health & grades.”

Evictions and Tenant Screening

Finding alternative housing can be incredibly difficult for tenants with an eviction on their record. Tenants interviewed during the survey indicated that most landlords would not rent to them due to the prior eviction or related landlord-tenant debt. Eighty percent (80%) of evicted respondents were denied access to new housing because of the eviction on their tenant screening report and 33.3% were denied housing because of a monetary judgment related to the eviction. While tenants can receive an order of limited dissemination by reinstating their tenancy before their eviction occurs or other good cause, a tenant may still have other landlord-tenant debt issues that impact the tenant’s ability to obtain alternative housing, which can be reported on a tenant’s credit report.

Homelessness and Eviction

Survey respondents reported facing dire circumstances after eviction. One respondent said, “Going homeless nowhere to go but the streets right at the moment.” Her experience was not unique: most evicted respondents became homeless, with 37.5% completely unsheltered, 25.0% living in a shelter or transitional housing, and 25.0% staying with family or friends. Only 12.5% of evicted respondents found another apartment or home to move into. Ultimately, eviction pushed low-income tenants out of Seattle: 43.5% of evicted respondents had to leave the city as a result.

Staying with family or friends after eviction is often not an option for evicted individuals. Landlords can evict a tenant for allowing people not on the lease to stay with them, so renters housing evicted individuals risk a lease violation. At the time of the survey, three interviewees were living in their cars after being evicted.

One interviewee, a 31-year-old woman, was evicted in December 2017 for nonpayment of rent. At time of interview, she worked full-time at a cafe, but had not been able to find stable, permanent housing. She found four different temporary housing situations since being evicted, but they often did not work out. “I’m finding myself in shady positions because I’m trying to find somewhere I can afford that avoids background checks because of the eviction. I’m ending up in situations that may either be illegal or I’m getting taken advantage of.”

At the time of the interview, she had been kicked out by a landlord whom she later found out did not actually own the property. When asked where she was currently staying, she stated, “The night before last I was at a motel. Last night I stayed at a coworkers’ – but that can’t last. She lives in a studio with her boyfriend. I’m not even supposed to stay there. I don’t know what I’m doing tonight.” When asked if she found any housing assistance, she said, “I’ve called lots of places. They all say call 211. But whenever I call these places, they can’t do anything for me.”

Mortality and Eviction

A home is greatly intertwined with an individual’s identity: with a stable home, people can build a stable life in their community. Life without housing becomes a constant search to meet your basic needs along with the constant fear that those needs will not be met. The prospect of losing a home can be overwhelming and “may be the last straw, the final blow that cannot be endured by persons under financial strain.”¹²⁶ Out of the 1,218 eviction cases, six tenants died either during the process or soon thereafter. Four of those individuals died by suicide and one died of an accidental overdose the day after the sheriff ousted him. One individual during the eviction process died while receiving hospice care according to a court record.

Suicide is a complex public health issue that is caused by many different factors. Traumatic life events, such as eviction, can negatively impact an individual’s mental health and can be a potential stressor creating an imminent suicide risk. According to *The Suicidal Crisis: Clinical Guide to the Assessment of Imminent Suicide Risk*, which cites loss of housing as a risk factor for suicide, “eviction or foreclosure is often considered a traumatic rejection, a denial of basic human needs, and a shameful experience.”¹²⁷ One study found

126 Stack, S.J., and Wasserman, I.M. (2007). Economic strain and suicide risk: a qualitative analysis. *Suicide & life-threatening behavior*, 37(1), 103-12.

127 Galynker, I. I. (2017). *The suicidal crisis: Clinical guide to the assessment of imminent suicide risk*. New York, NY: Oxford University Press.

that evictions had a long lasting impact on a tenant’s material and physical well-being,¹²⁸ while others have found that evictions can lead to an increased risk of mortality rates even after controlling for demographics and other factors.¹²⁹ In a study in Middlesex County in Connecticut, persons interviewed about their experiences through eviction reported increased health risks, including several accounts of tenants who described extreme depression and suicide attempts.¹³⁰ One tenant in the Middlesex study described her experience as follows: “I ended up having a breakdown, and I ended up in the hospital, and I had a suicide attempt so I ended up in 7-4, maybe what thirteen fourteen days, and then I stayed with my mother for a little while but I couldn’t take it. Then I went to another friend’s house, and then that didn’t work out, and, um, I just been um...”

Of the Seattle tenants with 2017 eviction filings who died during or soon after the court process, four of these individuals were evicted for nonpayment of rent, with the median amount behind roughly two months of rent. The individual who died while receiving hospice care was evicted for a lease violation. The remaining individual was given a three-day notice for waste, but the specific allegations were unclear. The landlord filed a copy of the lease and circled two sections of the lease:

Alterations. No alterations, additions, or improvements shall be made by Tenant without the prior consent of Landlord...Nails/Painting. Tenant shall not drive any nails or screws into walls, cabinetry or woodwork and shall not paint anything, without the written consent of the Landlord or Broker. Picture hooks will be considered normal wear and tear unless excessive in number.

The attachment of this lease suggests the landlord filed the eviction over alterations to the unit. Most of these individuals rented from private landlords: four rented from small landlords; one rented from a nonprofit landlord; and one rented from a corporate entity.

One Seattle tenant, who was 32-years-old, missed one month’s rent and received a pay or vacate notice four days after the rent due date. About three weeks after missing rent, the landlord pursued eviction against him. Two days after the tenant was served, the landlord’s attorney received a letter from the tenant explaining why he was late on his rent payment. He had been out of town most of the month and did not realize the check was returned in the mail. He left the property manager a check for the month he missed, as

128 Desmond M., and Kimbro, R.T. (2015). Eviction’s fallout: housing, hardship, and health. *Social Forces*, 94, 295-324.

129 Rojas, Y. (2017). Evictions and short-term all-cause mortality: a 3-year follow-up study of a middle-aged Swedish population. *International Journal of Public Health* 62(3), 343–351.

130 Babajide, R., Blum, E. Maniates, H., and Scher, M. (2016). Effects of Eviction on Individuals and Communities in Middlesex County, *The Middlesex County Coalition on Housing and Homelessness* http://www.psychousing.org/files/2016_EvictionStudyFinalDraft.pdf

well as paying the following month in advance in an attempt to settle the matter. Six days after the landlord received the tenant's letter, the tenant died by suicide.

Another tenant fell behind on rent for a rental he lived in for ten years. Twelve days after being served with the legal paperwork, a default order for a writ of restitution and judgment was entered against the 75-year-old tenant. Out of the \$4,550.49 judgment, the tenant was charged \$1,550.49 in attorney's fees and court costs. Four days later, the sheriff served the tenant the writ of restitution. Before the sheriff could proceed with the physical eviction and less than a week later, the tenant died by suicide. Shortly after another tenant was evicted, he died by suicide. He was on the list of presumed homeless at time of death. The remaining tenant died by suicide six days after the eviction was filed.

Based on publicly available records it is impossible to know if any of the other tenants from the court records experienced suicidal ideation or other mental health crises in the aftermath of losing their housing. The American Foundation for Suicide Prevention estimates that for every death by suicide in the United States, there are 25 people who attempt suicide.¹³¹ This suggests that the mental health impact of eviction in Seattle could be much wider than the troubling pattern that emerges from these deaths. According to the Centers for Disease Control, "strengthening household financial security and stabilizing housing can reduce suicide risk."¹³²

An analysis of the KCCEO's 2017 list of deaths of presumed homeless individuals showed nine people had an eviction filed against them in the three years prior to their death. Of these individuals, four of accidental causes, three died of natural causes, and two by suicide. For example, one individual was evicted in 2016 from a Seattle rental for nonpayment of \$138.78 in utilities; she died a little over eleven months after the eviction. Another individual's lease was terminated for no-cause in 2016. She died of a heart condition roughly seven months after the eviction and was presumed homeless at death. The median age of these individuals was 53-years-old, and the majority were women. Because the majority of evictions happen outside of the court system, it is possible some listed on the KCEO's 2017 list were evicted before their death.

131 American Foundation for Suicide Prevention. (n.d.) Suicide Statistics <https://afsp.org/about-suicide/suicide-statistics/>

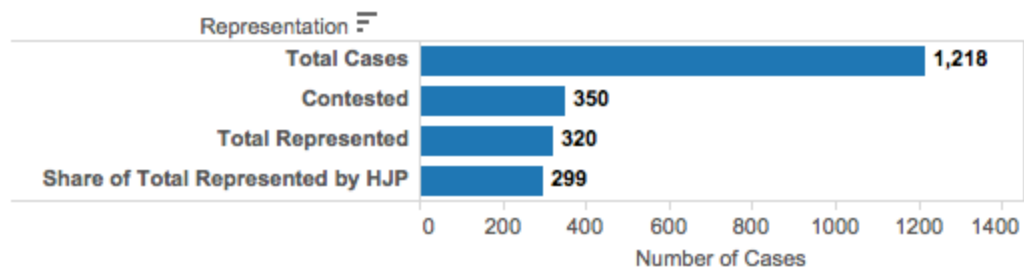
132 Stone, D., Holland, K., Bartholow, B., Crosby, A., Davis, S., and Wilkins, N. (2017). Preventing Suicide: A Technical Package of Policy, Programs, and Practices (Rep.) *Centers for Disease Control and Prevention*

WHAT IS THE EFFECT OF LEGAL COUNSEL?

A **REVIEW** of the impact of legal counsel on cases suggests that legal counsel had a positive effect on outcomes in cases, but that in comparison to studies elsewhere, there are a number of reforms needed. Of the 1,218 cases filed, 320 tenants received some form of representation. Given tenants only appeared in 634 of the 1,218 cases, roughly half of tenants who appeared and contested the eviction had legal counsel. After subtracting the cases that were voluntarily dismissed before the eviction hearing (243) or closed by the clerk due to inaction (34), this means that only 350 cases included a tenant who appeared and contested the eviction action. Of the 320 that had received some form of legal assistance, 299 of these tenants received assistance through HJP.

Figure 25

Comparison of Total Cases to Those Where the Tenant Contested the Matter with Whether the Tenant Received Legal Representation



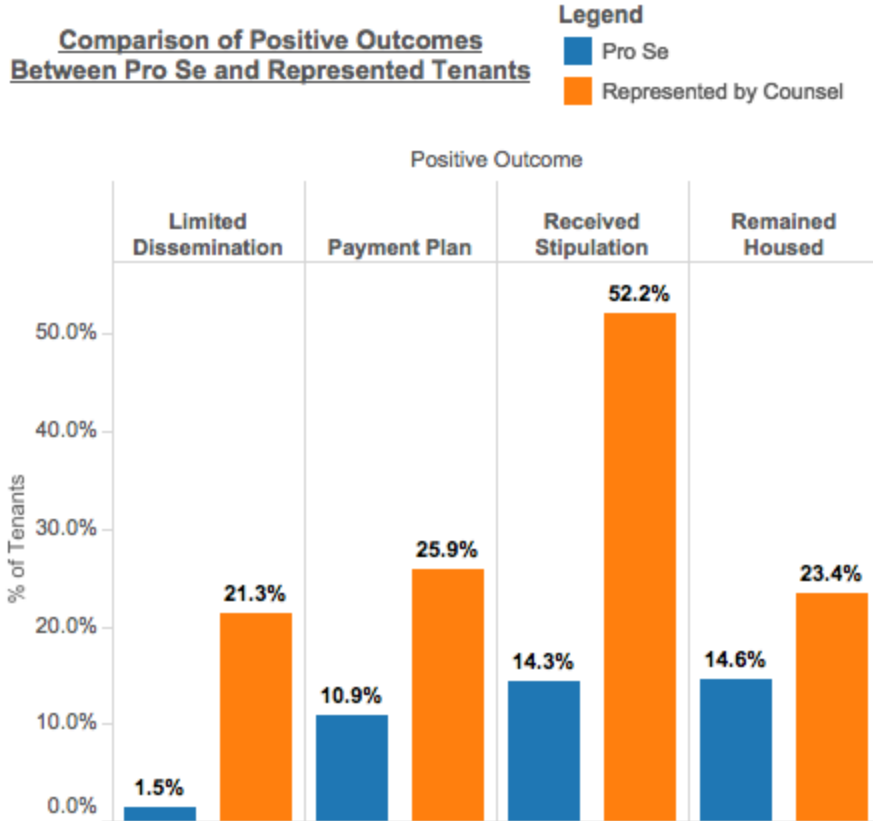
Source: 2017 Seattle Unlawful Detainers

Tenants With Counsel Fared Better Than Those Without

Tenants with legal counsel were about twice as likely to remain in their homes as those who did not. Of cases where tenants did not have counsel (898), only 14.6% were able to remain in the units. In contrast, 23.4% of tenants with counsel remained in their unit. In cases where the tenant remained housed, it was because the tenant was able to dismiss the action, the tenant was able to reinstate their tenancy under RCW 59.18.410 or RCW 59.12.190 by tendering all amount owed with costs, or by entering into an agreement with the landlord to remain housed.

Additionally, about half (52.2%) of tenants who had legal counsel received some form of settlement or stipulation compared to just 14.3% of tenants without representation. We define a stipulation as any agreement between the landlord and tenant that provided one of the following positive outcomes for the tenant: 1) ability to remain housed; 2) additional time to vacate; or 3) an order of limited dissemination to prevent a tenant screening company from reporting the eviction. In these cases, where the tenant received some form of payment plan offer, the tenant was able to follow through on the terms of the payment plan and remain housed 63.5% of the time.

Figure 26



In addition, tenants who had counsel were two to three times more likely to obtain a payment plan or settlement to pay the arrears in order to remain in their housing. Tenants with counsel obtained a payment plan or offer by landlord to accept late rent 25.9% of the time compared to 10.9% of the time for tenants without counsel. Tenants with counsel were also more likely to procure an order of limited dissemination. Of the 82 filings that included an order of limited dissemination, 68 of them were procured by counsel during the course of the eviction action.

Despite Better Outcomes for Tenants with Counsel, Seattle Tenants Still Fared Worse Than Tenants in Other Cities

In order for legal representation in eviction cases to be as effective in Seattle as it is in other jurisdictions, the city council and the state legislature need to strengthen tenant protections. For example, a Bronx program from 2005 to 2008 found it was able to prevent eviction in 86% of cases in which the program was involved.¹³³ Similarly, a Boston

133 Hoffman, L. (2010). Housing Help Program: Homelessness Prevention Pilot Program Final Report. *Seedco*. <http://seedco.org/wp-content/uploads/2011/11/Housing-Help-Program.pdf>

pilot program found that tenants with counsel retained their homes two-thirds of the time compared to one-third of the time for tenants without counsel.¹³⁴ In comparison, the low number of tenants who were able to remain in their housing in Seattle (23.4%) despite procuring counsel suggests there are additional obstacles for tenants to be able to maintain housing, including a lack of available resources and legal protections for tenants.

In addition to addressing weak tenant protections and increasing access to legal service, in order to substantially reduce the number of evictions in a manner similar to that demonstrated in other cities, it is likely necessary to increase resources for tenants in the form of rental assistance programs and other social services as well as address weak tenant protections for tenants facing eviction. Given that 86.5% of all evictions involved nonpayment of rent, the problem faced by tenants appears to be financial in addition to legal. Overlooked in several right-to-counsel studies is that successful programs have often included additional benefits, advocacy components, and wrap-around services in order to address the collateral issues of eviction. For example, the Housing Help Program provided benefits advocacy to tenants in the Bronx, in addition to legal representation, in order to help a tenant obtain rent arrears assistance, financial subsidies, and other forms of financial assistance.¹³⁵ Advocates in the program procured rent arrears assistance or subsidies for 471 of 1,059 households assisted in the study in order to prevent eviction for 86% of those households. Further, tenants in the Housing Help Program had the opportunity to work with a social worker who assisted clients with budgeting, counseling, and benefits advocacy.

A comparison of the rental subsidies and assistance available between the two cities reveals that Seattle tenants do not have access to the same type of safety net as Bronx tenants. New York tenants facing financial setbacks have access to a safety net that has become an integral part of the eviction prevention process. Low-income households with children in an eviction proceeding may apply for the Family Homelessness and Eviction Prevention Supplement (FHEPS),¹³⁶ which is an entitlement subsidy for any low-income household with minor children who are facing eviction. Families without minor children

134 Greiner, D. J., Pattanayak, C. W., and Hennessy, J. (2012). Limits of Unbundled Legal Assistance: A Randomized Study in a Massachusetts District Court and Prospects for the Future, *The Harvard Law Review*, 126, 901.

135 Hoffman, L. (2010). Housing Help Program: Homelessness Prevention Pilot Program Final Report. *Seedco*. <http://seedco.org/wp-content/uploads/2011/11/Housing-Help-Program.pdf>

136 The program was initially created by a lawsuit *Jiggetts v. Grinker*, 75 N.Y.2d 411, 554 N.Y.S.2d 92 (1990) and *Jiggetts v. Dowling*, 261 A.D.2d 144, 689 N.Y.S.2d 482 (1st Dep't 1999), in which the New York courts held that New York City was not adequately assisting low-income tenants to afford housing. The program has gone through several names and iterations, including most recently, CityFEPS and FHEPS. "Family Homelessness and Eviction Prevention Program," <https://www1.nyc.gov/site/dhs/permanency/fheps.page>

or whose income exceeds the eligibility cut-off may seek rent arrears assistance from the Human Resources Administration, which has offices within the Housing Courts throughout New York City to assist tenants in need of financial assistance to avoid eviction.

In contrast, Seattle tenants have more difficulty accessing rental arrears assistance. Tenants seeking rental assistance have to navigate a labyrinthine social services system spread amongst more than two dozen providers. We interviewed two housing case managers connected to nonprofit organizations that provided a variety of housing services, including eviction prevention resources and rental assistance. Both housing case managers expressed frustration with the limitations of their program support. One noted, “My program can only serve a few zip codes and only pay the last \$200 of the debt [due to the tenant’s rent arrears].” She went on to explain that many tenants had to go from organization to organization to cobble together enough resources to pay off their back rent and fees. As she noted, “It is time-consuming to be poor. People have to go all over the city to stay housed.” There is also no analogous subsidy such as FHEPS that is available to Seattle tenants on the verge of eviction. Similarly, whereas a tenant in Bronx can access rent arrears assistance within the Housing Court, a Seattle tenant does not have a central office to go to for help. Instead, a Seattle tenant has to deal with different agencies’ eligibility criteria, funding restrictions, and individual intake process in order to receive help. Given how short a period of time a tenant has to become current on rent in order to prevent eviction, it is unlikely a tenant can receive assistance in a timely fashion.

Many programs in Seattle also have restrictions on what sort of rental debt they could pay. One case manager said her program, which had age restrictions, could not pay late fees. At the time of the interview, she was working with a tenant – a woman experiencing domestic violence who lost her job. The program could cover all of the debt except \$60 in late fees. The landlord had just recently told the housing case manager that he would still move forward with the eviction if the tenant did not come up with the \$60 in late fees.

Both housing case managers’ programs required tenants to have a three-day pay or vacate notice from their landlords, which can create problems if the resources are not given in time. When asked about the turnaround time for resources, one housing case manager said, “It could take as long as ten days but we could send a promissory letter immediately. We would ask landlords to hold off on late fees, but sometimes they wouldn’t.” A tenant-respondent to the survey explained, “Agencies want to help but can’t until you have notices (3day, eviction, etc) but once you have those notices the ball is rolling and, I’ve found, that, it gathers speed faster than people can gather the funds to stop it. It’s sad & frustrating!!!”

The lack of a centralized and organized eviction prevention system is also costly. When a tenant is unable to procure funds before the three-day notice to pay or vacate, the landlord does not have any obligation to accept payment. If the landlord has started legal proceedings, it is likely that payment will not be accepted unless all legal fees and costs are reimbursed. Not only is this more costly for the tenant and homelessness prevention providers, but the case managers indicated that many homelessness prevention providers are restricted, due to funding, from paying legal fees, which can decrease the likelihood that the tenant can remain in their housing.

The lack of a developed eviction prevention system may be due in part to prior recommendations to divert funding from eviction prevention. In 2016, a Focus Strategies report commissioned by King County, City of Seattle, and United Way recommended diverting eviction prevention funds to programs that focused on people who are already homeless.¹³⁷ The Focus Strategies report acknowledged that “[t]raditional prevention generally targets households who have their own rental unit and have received an eviction notice,” but then discouraged such an approach without providing any support for their recommendation. The Focus Strategies report claimed that “since most people do not become homeless straight from an eviction, it does not make sense to prioritize sheltering that group of people who are facing eviction;” however, this overlooks the collateral consequences of eviction such as poor health, family instability, and higher financial strain on the shelter system. Often, an eviction and money judgment on a tenant’s screening report will significantly reduce the chances that a tenant will be able to access housing in the future even with the support of a Rapid Rehousing program. Many tenants and housing case managers interviewed indicated that a prior eviction has been one of the biggest obstacles to finding new housing. Reducing the occurrence of eviction would be one of the surest means of reducing future barriers to housing. Further, due to restrictions with accessing shelter records, there has been little research cross-referencing eviction records to shelter entry systems’ data (e.g. the Homelessness Management Information System) so as to determine the number of evicted tenants who end up in the shelter system.

The Focus Strategies report’s recommendations are also not supported by recent reports on the Rapid Rehousing Model within King County. The Focus Strategies report recommends diverting eviction prevention funds to helping homeless households seek permanent housing.¹³⁸ But a recent King County report found that “[l]ocal rapid rehousing

137 Kurteff, M., Bennett, T., Bristol, K., Heidenreich, G., and Gale, K. (2016). Seattle/King County: Homeless System Performance Assessment and Recommendations with Particular Emphasis on Single Adults. *Focus Strategies*. <https://www.seattle.gov/Documents/Departments/pathwayshome/FS.pdf>

138 Id. at 57.

performance has not met national standards and local benchmarks, raising concerns about its potential to significantly reduce homelessness in King County.”¹³⁹ In part, the inability of Rapid Rehousing providers to exit individuals to permanent housing is due to a historically tight housing market and a lack of affordable units.¹⁴⁰ But more alarmingly, the report noted that the lack of eviction prevention services creates a risk of a cycle of repeated homelessness for those who do exit to permanent housing:

“[a]dvocates and providers raised concerns about the potential for [Rapid Rehousing] placements to lead to client evictions, which makes escaping homelessness even harder. Without data to understand the impacts of evictions and the likelihood of other negative outcomes, current RRH efforts risk causing unintended consequences.”

One case manager interviewed stated that “many of my clients who come to me for assistance with eviction prevention were housed through Rapid Rehousing, but fell behind on rent because they couldn’t pay the market-rate rent after the Rapid Rehousing subsidy ended.”

In order to more effectively reduce evictions, it’s necessary to have a support system capable of assisting tenants at risk of eviction. This requires centralizing resources and providing tenants with a central office to seek rental assistance as opposed to having to seek help from a spectrum of agencies with different eligibility criteria, grant requirements, and other barriers. Ideally, rent arrears assistance could be accessed either at or near the courthouse so as to be available for tenants in crisis. Such a system would be similar to that in the Bronx Housing Court, in which tenants can access rent arrears assistance from either the New York City Human Resources Administration’s office within the courthouse or seek assistance from Bronxworks next door, which is a private charity funded in part by New York City to help tenants avoid shelter entry.

The Lack of Adequate Tenant Protections Further Reduces the Effectiveness of Legal Representation As Compared to Other Jurisdictions

The disparate rate of eviction between Bronx tenants and Seattle tenants is also the result of a lack of comparable tenant protections in Seattle and Washington. Similar to HJP, the Housing Help Program did not screen tenant cases for merit, but the disparate results in avoiding eviction suggests legal reforms are necessary to reduce eviction rates within

139 Anderson, J., Ko, M., Zedh, K., and Thompson, B. (2018). Homeless Crisis Demands Unified, Accountable, Dynamic Regional Response *King County Auditor’s Office*. <https://www.kingcounty.gov/~media/depts/auditor/new-web-docs/2018/homeless-2018/2018-homeless-rpt.ashx?la=en>.

140 Id.

Seattle.¹⁴¹ A tenant in the Bronx, which contains the poorest Congressional District in the country,¹⁴² is substantially less likely to be evicted after defaulting in rent than a tenant in Seattle. A New York City audit found that “approximately half of all evictions [were] resolved without the issuance of a warrant of eviction; that is, a court warrant authorizing a City marshal to remove the tenant from the residence at a date certain.”¹⁴³ The data further showed that after a warrant is issued, many cases are resolved before an eviction is executed.¹⁴⁴ In comparison, 75.0% of Seattle tenants who had evictions filed against them were forced to vacate the premises and 8.1% having unclear results.

Among the chief differences is that, unlike Seattle tenants, Bronx tenants are routinely afforded an opportunity to pay the full arrears in order to avoid eviction. When the issue is nonpayment of rent, Bronx tenants are usually afforded six weeks to catch up on any rental arrears. “At the first hearing, the court will either adjourn the matter for a tenant to seek legal counsel, usually from a legal services provider within the courthouse, or, in the event the parties stipulate, the parties will determine how much is owed and the tenant will receive six weeks to pay the arrears in order to avoid eviction,” according to Kathleen Meyers, an attorney with the Law Reform Unit of the Legal Aid Society of New York City and who has practiced as a housing attorney for the last seven years throughout New York City.

In addition, when the tenant is unable to pay within six weeks, the court will extend the time period provided the tenant can demonstrate diligent efforts to pay the arrears.¹⁴⁵

141 New York City Office of Civil Justice, New York City Human Resources Administration, and the Office of Evaluation and Research, New York City Department of Social Services. (2016). NYC Office of Civil Justice 2016 Annual Report, pg.20 <https://www1.nyc.gov/assets/hra/downloads/pdf/services/civiljustice/OCJ%202016%20Annual%20Report.pdf>

142 New York’s 16th District contains 256,544 residents with 38% of residents living below the poverty line; 49% of households with children in the 16th District are below the poverty line.

143 New York City Office of Civil Justice, New York City Human Resources Administration, and the Office of Evaluation and Research, New York City Department of Social Services. (2016). NYC Office of Civil Justice 2016 Annual Report, pg.20 <https://www1.nyc.gov/assets/hra/downloads/pdf/services/civiljustice/OCJ%202016%20Annual%20Report.pdf>

144 Id.

145 Interview with K. Meyers; see also *Newman v. Sherbar Development Co.*, 364 N.Y.S.2d 20, 47 A.D.2d 648 (N.Y. App. Div., 1975) (“In the light of the prevailing tight market for apartment rentals, we find the exigencies of this case equitably require the conditional stay granted by the modification herein of the judgment.”); *Gerard Court Associates, LLC v. Hamer*, 31 N.Y.S.3d 921, 50 Misc.3d 136(A) (N.Y. App. Term, 2016) (“In the particular circumstances of this case, including the absence from the governing settlement stipulations of a “time of the essence” provision or other similar language, tenant’s demonstration of an approval by the Department of Social Services for the full amount of the arrears, and the section 421-a affordable housing program here involved, we favorably exercise our discretion to grant tenant relief from her payment default.”); *In re Lafayette Boynton Hsg. Corp. v. Pickett*, 23 N.Y.S.3d 204, 135 A.D.3d 518 (N.Y. App. Div., 2016) (“the Civil Court providently exercised its discretion, as the record shows that the long-term, disabled tenant ‘did not sit idly by[,]’ but instead made appreciable payments towards his rental arrears and ‘engaged in good faith efforts to secure emergency rental assistance to cover the arrears.’”); *1240 Sheva Realty Assoc., LLC v. Ramos*, 38 N.Y.S.3d 831 (N.Y. App. Div., 2016) (“In view of tenant’s diligence during the short period of time at issue, and the harmful effects of eviction on tenant’s three minor children, Civil Court providently exercised its discretion in restoring tenant to possession upon her tender of the full rent arrears due.”).

Specifically, the court can consider a myriad of factors before deciding to evict or permitting the tenant to maintain their tenancy, “including the extent of the delay [of payment], the length and nature of the tenancy, the amount of the default and the particular tenant’s history, as well as a balancing of the equities of the parties.”¹⁴⁶

In contrast, only 181 of the 1,218 cases filed in Seattle in 2017 were resolved by a payment plan enabling the tenant to maintain their tenancy, which represents roughly 14.8% of cases overall. We define payment plan as any agreement by the landlord to accept payment after expiration of the three-day notice to pay or vacate in order for the tenant to keep their tenancy; this does not include any reinstatement by the tenant pursuant to RCW 59.18.410 or RCW 59.12.190. As indicated above, more than two-thirds of these payment plans were obtained with the assistance of counsel. When payment plans were offered to the tenant, the tenant was able to remain in their housing 63.5% of the time. In two cases, it was not clear whether the tenant was able to complete the plan. There is little available data tracking the number of tenants in the Bronx who receive a payment plan, but a randomized 2001 study in the Bronx found that warrants of eviction were only issued in 52% of cases where the tenant appeared without counsel and 32% of the time with counsel, suggesting more generally favorable outcomes for tenants.¹⁴⁷ Kathleen Meyers indicated that it is rare that a payment plan is not a part of a stipulation in a case for nonpayment of rent, and that when cases cannot be resolved it is because of other legal issues such as repair problems or disputes about the proper legal rent. Even when warrant of eviction is issued, according to Meyers, this is usually accompanied with the ability of the tenant to pay the full arrears before execution of the warrant or even after eviction in order to be restored to the tenancy.

The lack of ability to obtain more time to pay through the court was a common theme amongst tenant responses within the court filings. Several tenants expressed in their responses that they had fallen behind due to a minor setback. Among those surveyed, common reasons cited for falling behind on rent included lost employment or income (51.4%), medical emergency (8.6%), and a death in the family (2.9%), but 74.3% of respondents indicated they could pay all or some portion of the rent at the time of the survey. For example, in one case in the court records, a tenant was evicted despite

¹⁴⁶ *Harvey v. Bodenheim*, 96 A.D.3d 664 (N.Y. App. Div., 2012) (“[summary eviction proceedings] involve fact-sensitive inquiries, and must be decided after review of all the circumstances, including the extent of the delay [of payment], the length and nature of the tenancy, the amount of the default and the particular tenant’s history, as well as a balancing of the equities of the parties.”)

¹⁴⁷ Seron, C., Frankel, M., Ryzin, G. V., and Kovath, J. (2001). The Impact of Legal Counsel on Outcomes for Poor Tenants in New York City’s Housing Court: Result of a Randomized Experiment *Law & Society Review*, 35(2)

indicating that she was unemployed for two months, but had procured new work and could pay the full amount owed. Of the survey respondents who could pay some or all of their rent, 30.8% could pay partial rent, 30.8% could pay all rent excluding late fees, and 38.4% could pay all rent and some or all fees. Since Washington law provides limited ability for a tenant to redeem their tenancy after default in rent, most tenants will lose their homes regardless of whether they can reimburse the landlord before the eviction.

The Imposition of Legal Fees and Costs Is a Common Barrier to Tenants Seeking to Remain Housed

Additionally, whereas the majority of tenants in Seattle were required to pay landlord's attorney's fees (90.6% of cases) and costs (92.2% of cases) in order to maintain possession, Bronx tenants are seldom required to pay additional court costs, attorneys' fees, or non-rent charges in the event of an eviction.¹⁴⁸ According to Kathleen Meyers, legal fees and costs are almost never imposed on the tenant and the vast majority of nonpayment cases end with each side paying their own fees and costs. The URLTA of 2015 also amended the rule for awarding attorney's fees by limiting an award only where the losing party "did not act in good faith, willfully performed an act prohibited by the lease or this act, or willfully refrained from performing an act required by the lease or this act."¹⁴⁹ Other states limit the imposition of legal fees altogether, aligning themselves with the "American rule," which dictates that each side bear their own costs. For example, Ohio generally prohibits the allocation of legal fees to the non-prevailing party.¹⁵⁰

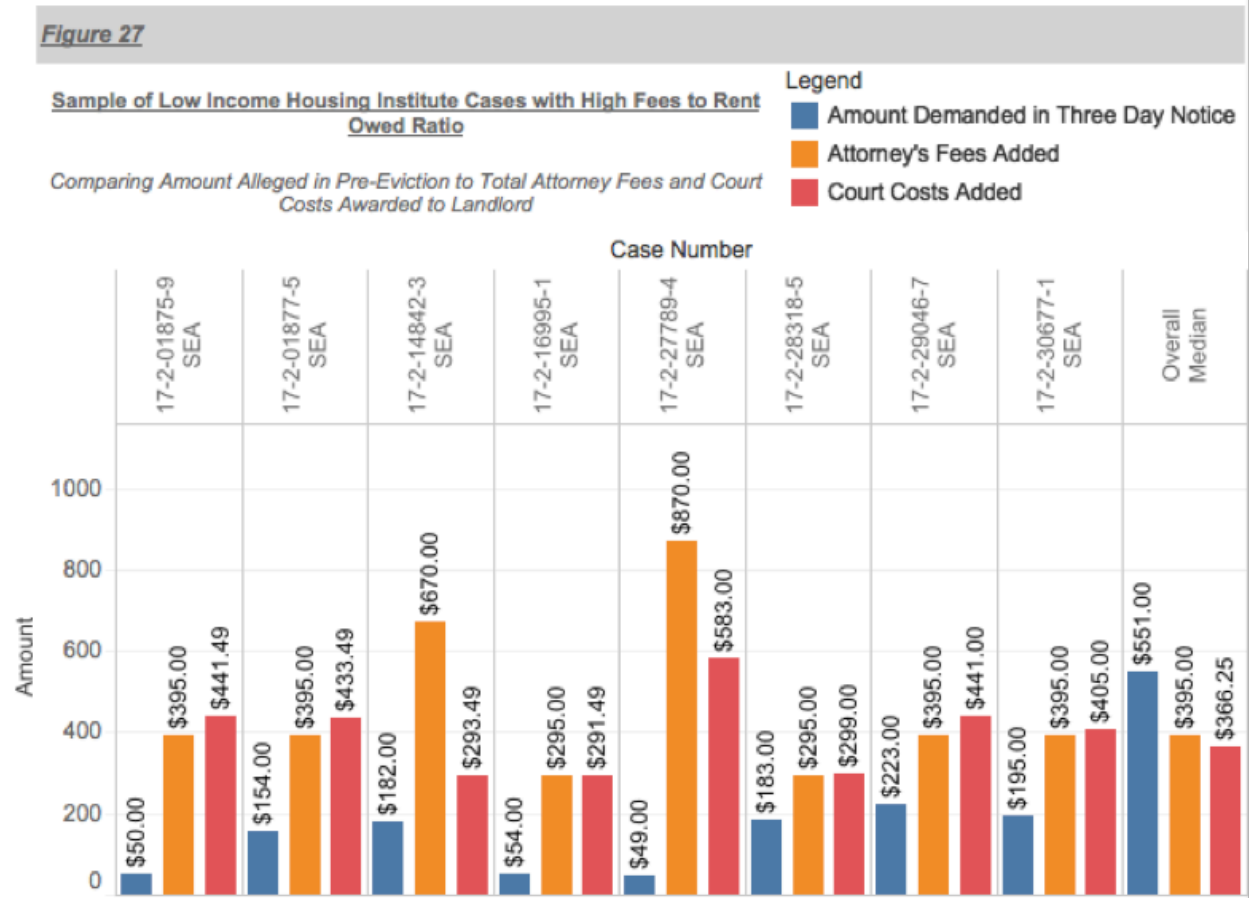
The consistent imposition of legal fees against tenants disincentivizes landlords from settling actions for low amounts of rent and creates a cycle of debt for the tenant. A number of tenants in the surveys and in their responses indicated falling behind due to temporary unemployment or medical issues. In some cases, the legal fees and court costs far exceeded the rent owed in the three-day pay or vacate. For example, in cases where the Low Income Housing Institute (LIHI) sued a tenant for nonpayment of rent, the median rent demanded was \$551.00 and the median legal costs added to the tenant's balance was \$761.25. Given that LIHI specializes in providing affordable housing to low-income tenants, the imposition of an additional \$761.25 to the tenant's balance is substantial and

148 See *Silber v. Schwartzman*, 150 Misc.2d 1 (AT 1st Dept. 1991) ("[I]n a proceeding such as this brought under RPAPL § 711(2) for nonpayment of rent by the landlord of residential, rent-stabilized premises, attorneys' fees may not be considered 'rent' or be awarded as 'additional rent' in order to enable the landlord to obtain a possessory judgment, and a lease clause to that effect is unenforceable[.]"); *Crystal World Realty Corp. v. Sze*, 2001 WL 1635430 (AT 1st Dept. 2001).

149 URLTA of 2015, Sec. 205(b).

150 Ohio Rev. Code § 5321.13(c).

likely to interfere with the tenant’s ability to find new housing in the future. In the eight cases displayed in **Figure 27**, which compares the legal fees and court costs to the amount demanded in the three-day notice to pay or vacate, all eight of those tenants were evicted and are liable for those additional costs at 12% annual interest.



The High Number of Defaults Further Reduces the Effectiveness of Eviction Prevention

An additional issue is the high number of defaults (47.8%), in which case tenants may not have had any opportunity to consult with counsel. We were unable to do further research into why nearly half of all tenants fail to appear or contest the eviction matter, but we suspect that most tenants are confused by the process or unaware of their rights to contest the matter. Many tenants may also be unaware of available resources to assist them or are unable to navigate the prevention services. It is likely that more tenants would benefit from outreach and education; another possible solution is to prescribe forms that

express in simple English and in different languages the available resources and how to respond to the summons and complaint.

As indicated above, health impediments were a common issue preventing tenants from appearing in court. Several cases indicate that the court defaulted the tenant despite letters in the court filings stating the tenant had a traumatic brain injury or admitted to a hospital. While these cases did not make up the majority of defaults, they are a cause for concern where the court had reason to know of the tenant's incapacity to appear in court.

CONCLUSION AND POLICY RECOMMENDATIONS

EVICTIONS CREATE long-lasting harm on tenants that contribute to the larger problems our community faces, especially homelessness and housing instability. Tenants need to be informed of their rights and available resources, and tenant legal services need to be fully-funded, but this will not end the eviction crisis facing Seattle tenants and others throughout Washington. All levels of government and the court-system need to make substantial changes to the eviction process and strengthen tenant rights, including the following recommendations:

Make it Possible to Pay Rent

The leading reason for evictions was nonpayment of rent, with the majority of tenants owing a month or less of rent. In an increasingly expensive city where rent increases far outpace wage increases, one emergency can push families into homelessness as things currently stand. To make it possible for families to pay rent and stay housed, the following recommendations should be adopted:

1. Require Landlords to Offer Payment Plans

Given that a majority of tenants evicted for nonpayment of rent were evicted for a month or less of rent, requiring landlords to offer a payment plan may be a viable solution for tenants to become current on their rent. When tenants were able to obtain a payment plan, they were able to become current nearly the majority of the time, even when required to pay thousands of dollars in attorney's fees and court costs on top of rent arrears. Given the harmful effects of an eviction, landlords should be required to offer a payment plan prior to service of a notice to pay or vacate to a tenant who is temporarily behind on rent.

2. Increase Time Period to Cure Nonpayment of Rent

The three days provided to tenants to tender outstanding rent is insufficient for tenants to make a timely payment, especially where it is necessary to appeal to rental assistance providers.

Surveys of tenants and rental assistance providers observed that it is difficult to receive the assistance in time. For tenants who are living paycheck-to-paycheck and fall behind due to a sudden expense, it is unlikely they will be able to locate the funds based on a typical biweekly pay schedule. The URLTA of 2015 suggests fourteen days to pay or vacate after a default in rent.¹⁵¹ Rhode Island also prohibits service of a notice to pay or vacate until fifteen days have transpired since rent was due. Washington's short time period is unrealistic for tenants to become current after an emergency or other issue, so the time period to cure nonpayment of rent needs to be increased.

3. Increase Subsidies to Tenants At Risk of Eviction

For more than three-quarters (76.6%) of households in Seattle facing eviction, less than \$2,500.00 was owed to the landlord at the time of the three-day pay or vacate. Of these cases, the total amount owed was equal to \$997,968.22. That means that for an median cost of \$1,236.64 per household, these 807 eviction cases could have been prevented if the resources could be provided in time. This is a modest expense when considering the amount of money that is already devoted to homelessness prevention. Eviction prevention subsidies need to be increased so tenants can stay housed instead of being pushed into homelessness.

4. Centralize the Process for Obtaining Assistance in One Place

Tenants need to access eviction prevention subsidies quickly. The most effective way to accomplish this goal is to centralize eviction prevention resources. Currently, all levels of

¹⁵¹ URLTA of 2015, Sec. 601(a)(1).

government contract with multiple private organizations to provide the bulk of eviction prevention funding to tenants. Unfortunately, the process is not efficient – contracts often have very specific qualifications tenants must meet and only a limited amount of money they pay. Centralizing eviction prevention resources in one place will ensure tenants can access eviction prevention subsidies quick enough to prevent or stop an eviction proceeding.

5. Build More Housing for Low- and No-Income Residents, Especially Families

The cost of housing far outstrips the amount low and no income tenants can afford to pay, so there is a great need for public housing, especially for tenants earning 0-30% of the AMI. The private market is unlikely to provide affordable housing options for the lowest-income tenants, especially families. Ultimately, this can only be accomplished with a substantial increase in revenue dedicated to the construction of new affordable housing units, as well as alternative affordable housing models, by every level of government, otherwise our housing crisis will only worsen.

Improve Landlord-Tenant Relationship

Increasing tenant security and keeping people stably housed is in the interest of everyone: landlords have a tenant in their rental and tenants have a roof over their head. Currently, because there is little regulation of leases, tenants are more at risk of homelessness. By adopting the following recommendations, tenants will have more security in their rental and in the broader community:

1. Expand Cohabiting Rights to Help Address Affordability

Living with roommates is a common strategy to afford Seattle's unaffordable housing market, but landlords have the ability to arbitrarily limit the number of occupants in a rental. Many of the tenants surveyed were restricted from living with roommates and leases in the court records demonstrate the strict roommate rules often adopted by landlords. To reduce evictions and the number of cost-burden renters, landlords should be required to allow tenants to have roommates or house their immediate families and limit the screening requirements and costs associated with adding members to the lease agreement.

2. Curb Abuses of Mutual Termination Agreements

An alarming number of evictions in Seattle were filed based on mutual termination agreements where the tenant appeared to not understand the agreement or had significant disabilities. The use of mutual termination agreements can be beneficial to

the tenant where it will enable to the tenant to relocate, save a housing voucher, or avoid an eviction on the tenant's screening report; however, it is just as likely that the mutual termination agreements can be abused. Especially in the case of affordable housing providers who are often serving vulnerable individuals, it is likely a tenant will not adequately understand the effect of a mutual termination and overestimate the likelihood of procuring alternative housing. Affordable housing providers need to adopt a clear policy on when mutual termination agreements are used and provide appropriate training to property managers. But more importantly, tenants who enter into mutual termination agreements should have a grace period to rescind the agreement before it becomes finalized to avoid the problems with vulnerable tenants feeling pressured into signing agreements and provide more transparency in the process.

3. Restrict Landlord Ability to Bring Eviction Actions for Minor Lease Violations and Limit Lease Changes

Washington generally does not restrict what a landlord can include in a lease, giving them wide latitude in restricting a tenant's home. With the long-lasting ramifications of eviction, it should not be pursued for minor violations. Too often, tenants are held to draconian standards and expectations. Further, the ability of the landlord to change the terms of the terms of the tenancy is nearly unlimited. Especially when new management arrives, tenants often find themselves being required to sign leases with very different terms from what was previously agreed to. For these reasons, there should be restrictions in changing the terms of leases after commencement of the tenancy. The power imbalance and lack of negotiating ability on the part of the tenant is very clear and practically null in the current housing market and there needs to be more regulation of lease agreements, which have become contracts of adhesion.

4. Strengthen Just Cause Eviction Ordinance

By requiring landlords have a just cause before evicting a tenant, the JCEO in Seattle is one of the strongest tenant protections in the state, but it is riddled with loopholes and other shortcomings that weaken its effects compared to other Just Cause statutes throughout the country. In particular, landlords who want to get around the JCEO can require their tenants sign a short-term lease then refuse to renew the agreement when it expires. This defies the intention of the JCEO as it is supposed to provide tenants with protection from no-cause eviction; it makes little sense that a tenant with a lease would be less protected than a month-to-month tenant without a lease. Other Just Cause statutes do not have this loophole. For example, New Jersey's statewide statute requires the landlord to renew the

lease agreement unless there is one of the enumerated causes as set forth in the statute.¹⁵² The right to renew should be similarly extended to all tenants, regardless of their lease type, in order to avoid abuses by landlords who want to get around the JCEO.

5. Prevent Evictions from Substandard Properties

In order to ensure landlords are maintaining their properties, it is necessary that landlords be required to certify compliance with local housing maintenance codes before commencing any action for eviction. Over 5.0% of the properties represented in the eviction filings had landlord-tenant violations confirmed within the 90 days preceding an eviction filing; yet, tenants are still regularly evicted from these properties that are being maintained in substandard condition. When a tenant is substantially deprived of the normal use of the home, eviction should be prohibited until the premises are repaired appropriately.

Rebalance the Scales of Justice

The eviction process is stacked against people at risk of losing their homes. To reduce homelessness and housing instability in our community, the legal system needs to be reformed by adopting the following recommendations:

1. Increase Coordinated Funds for Legal Defense and Tenant Outreach Funds

While a large share of tenants who contested their hearings received some form of legal assistance, more than half did not receive any kind of legal assistance during the course of the eviction process. Many of these tenants will have difficulty procuring future housing and may lose forever their ability to challenge any costs owed to the landlord. The appearance of a judgment or an eviction on the tenant's screening report will be detrimental to the tenant. It is essential that policymakers address the high default rate by increasing tenant outreach efforts, especially given how much an eviction can affect a person's future. This form of investment is not new; after raising the minimum wage, the City of Seattle invested serious resources in worker education. For 2017–2019 alone, the Seattle Office of Labor Standards invested almost \$3.3 million into their Community and Outreach Fund for educating workers about labor laws through door-to-door outreach, community-based educational events, and referral for workers experiencing labor law violations.¹⁵³ Even though more than half of the city rents and several pieces of legislation regarding landlord-tenant law have passed

¹⁵² N.J.S.A. 2A:18-61.2

¹⁵³ Seattle Office of Labor Standards

over the past few years, the City of Seattle has not made anywhere near the same level of investment in tenant rights education. The most recent allotment of tenant education resources is for \$600,000 – but these funds will not be used until 2019.¹⁵⁴

It is also essential that tenants be provided counsel so they a legal resource to help them resolve their legal crisis. In 2017, New York City implemented the right-to-counsel by fully funding tenant legal services for low-income households; more recently, San Francisco has also provided a right-to-counsel to all tenants facing eviction. While many tenants are receiving eviction defense through HJP and Tenant Law Center (formerly Legal Action Center), there are still improvements to be made. In particular, tenants need ongoing, continued assistance in order to maintain stable housing. HJP currently has three attorneys on staff who represent tenants and supervise roughly two hundred pro bono attorneys in handling unlawful detainer cases. To take advantage of eviction prevention resources, it is necessary for tenants to have attorneys who are working closely with social services agencies and can help tenants access financial assistance in order to avoid eviction. Legal counsel is most effective when it is in conjunction with other wraparound services since a legal problem is often accompanied by other issues. For these reasons, an expansion of eviction defense services is urgent and necessary.

2. Provide Funding for an Eligible Guardian Ad Litem or Appointment of Counsel

We found numerous examples in the court records of tenants who were incapable of appearing in court. In one instance, there was a letter in the court records that indicated the tenant was hospitalized for a traumatic brain injury. Nonetheless, the court defaulted the tenant and others similarly situated for not appearing and awarded possession to the landlord. These examples are disturbing and more effort must be made by courts and landlord's attorneys to address the fact that some tenants are incapable of litigating the matter on their own. To meet the needs tenants in need of additional support within their eviction proceedings, these evictions should be stayed or not executed when the Court, landlord's attorney, or sheriff who have knowledge of significant mental or physical impairments of the tenant unless a guardian ad litem or counsel has been appointed.

3. Create a Legal Path for Tenants to Enforce their Rights in Court

Many tenants alleged the landlord pursued the eviction action as a form of retaliation for making complaints, especially regarding substandard housing conditions. Unfortunately,

¹⁵⁴ Seattle Human Services Department

the state does not provide a practical path for a tenant to enforce their rights. The eviction process provides landlords with an expedited legal process to quickly regain possession of their property as well as levy a monetary judgment against tenants. Tenants do not have a similar remedy for problems with their landlord.

Although the SDCI enforces the local maintenance code, there are limits to the SDCI's abilities to help tenants obtain repairs from their landlords. For example, HJP attorneys frequently meet with Seattle tenants with Section 8 vouchers who are forced to move out of their homes because the landlord has failed to address conditions that put the tenant's Section 8 voucher at risk of termination if the tenant does not timely relocate. Given the low-vacancy rate, it is difficult for tenants to relocate and they should not be forced out of their homes by a negligent landlord. While DCI can help relocate a tenant who lives in an uninhabitable building, it has limited resources to help tenants deal with less dire conditions but that nonetheless would not pass Section 8 inspections or present other issues. For this reason, a legal path needs to be created to provide tenants with an expedited remedy to obtain injunctions and orders to demand repairs or enforce the lease agreement. Tenants need a timely remedy and have more options to enforce their rights under the lease agreement in a manner that mirrors the landlord's remedies.

4. Require Service of Information about Resources to Be Included on Legal Forms

The default rate is astoundingly high, suggesting that many tenants do not understand the court proceeding. The current summons form prescribed by RCW 59.18.365 is arcane, verbose, and difficult for the average tenant to understand. Many states such as Michigan, New York, Oregon, and Massachusetts have developed simplified forms for tenants. New forms should be created to help tenants understand how to access free resources such as free legal services and social services programs.

5. Provide Courts with More Flexibility When Determining if an Eviction Is Warranted

It is important that courts have greater flexibility in accommodating tenants who are able to become current on their rent after failing to pay, especially where the default in rent is due to a temporary setback. One of the most common and unfortunate issues faced by tenants is that they are rarely able to prevent eviction after expiration of the three-day pay or vacate notice. Courts throughout the country often afford tenants flexibility in obtaining assistance and take into account how assistance programs operate when determining whether to afford the tenant more time to pay rent arrears. But in Washington, one

Commissioner remarked on the shortcomings of the process: “the equitable authority to feel sorry for tenants – who we do feel sorry for. I mean, it’s horrible. It’s horrible to tell a family that they have to move when they have no money to move and no ability to find a place to go.”¹⁵⁵ In order to avoid unfair displacement of tenants due to emergencies, sudden catastrophes, and hardships, it is necessary to equip the courts with the ability to stay writs of restitution upon good cause. We need to discontinue the common practice of displacing tenants for financial setbacks that can be resolved with some time and diligence in resolving a breach of the lease agreement.

6. Limit Non-Rent Charges and the Imposition of Attorney’s Fees

The eviction data indicates that the evictions are not the result of tenants who have failed to pay their rents over long periods of time, but instead aggressive real estate practices. Once attorney’s fees, court costs, and other charges are added onto the median rent owed in nonpayment cases, the total amount owed to the landlord increased by about 66.9%. Permitting the landlord to freely pass on attorney’s fees and court costs to the tenant every time a tenant has a hardship in paying rent incentivizes landlords to engage in abusive practices and exacerbates the problems of low-income tenants who are often one paycheck away from a disaster. The debt owed to a landlord, which includes attorney’s fees and other non-rent charges, often appears on credit reports. As a result, public funds for homelessness prevention often pay for the legal expenses of landlords in order to help a tenant find new housing. Several states bar the imposition of attorney’s fees within eviction actions and the URLTA of 2015 suggests that attorney’s fees should only be passed to the tenant where the action was willful or intentional. Given that almost all evictions occur due to financial hardship, there is no basis to exacerbate the financial struggle by piling on more fees.

Landlords do not only impose attorney’s fees and court costs onto a tenant during an eviction proceeding, they also impose late fees and charges for serving three-day notices to pay or vacate. These fees are often disproportionate to the damages sustained by the landlord for a late payment. Some tenants’ leases contain late charges up to \$150.00 for being a day late on rent; yet, it is difficult to discern how such a high fee can be anything other than punitive rather than compensatory. The need for the regulation of late fees and other charges is exigent, especially since so many tenants are gouged by these arbitrary fees that have lost any connection to their actual purpose. In order to discourage the use of these fees, we recommend that they be detached from the right to possession of the apartment and that they be prohibited in leases.

155 Hellman, M. (2018, May 23). The Last Stop Before Homelessness. *Seattle Weekly*.
<http://www.seattleweekly.com/news/the-last-stop-before-homelessness/>

7. Expand Courthouse-Based Resources to Include Social Services and Financial Assistance

It is necessary to build a strong infrastructure and support system for tenants facing eviction. Many tenants who appear at eviction hearings often find themselves in the precarious and uncertain position of having to prepare their families for an imminent eviction that could occur within three days. Currently, there are no social services provided to tenants facing homelessness from within the court. In contrast, the Seattle Municipal Court contains a Court Resource Center that provides numerous social services to defendants. Given the short time period a tenant has in order to avoid or prepare for an eviction, it is essential that resources be made readily available to tenants from within the location where evictions are ordered. Each county court needs to adopt a specialized housing court to address landlord-tenant issues and connect tenants to the appropriate resources.

8. Limit Reporting of Landlord-Tenant Debt Unless Reduced to Judgment

Virtually no restrictions exist on landlord's ability to report tenant debt to a credit reporting agency. Because landlords can levy a wide-range of fees and charges against tenants, this debt can often be in the thousands of dollars and often prevents a tenant from finding housing. Tenants often face great difficulty in removing debt to a landlord from the credit report. Typically, to remove this debt from their credit report, tenants must either pay the debt or fight it through small claims court, which can take well over a year.

To ensure it is not impossible for tenants to find housing after leaving a tenancy, debt to a landlord should only be reported to a credit reporting agency after it is reduced to judgment. By only reporting debt once it is reduced to judgment, tenants have the ability to address, in a court, the reasons for and amount of the debt the landlord is seeking against them. This will prevent landlords from seeking arbitrary fees from tenants as well as reduce barriers to accessing housing.