



FAQs for COVID-19 Temporary Moratorium on Residential Evictions

On March 16, 2020 an [emergency order](#) went into effect that places an **immediate and temporary** moratorium on residential evictions in the City of Seattle. The order will continue for 60 days or until the civil emergency ends, whichever is sooner. It may be extended beyond 60 days if the Mayor decides it is necessary.

Here is what landlords and tenants need to know:

For Landlords

What if my tenant does not pay the rent?

Tenants are expected to pay rent. However, if a tenant is not able to pay rent, the landlord may issue a billing statement or letter to the tenant documenting the rent due. Landlords and tenants are encouraged to work out reasonable payment plans, if possible. At the end of the moratorium, the landlord may issue a 14-day notice for any rent balance that remains unpaid but **may not charge fees** for late or partial payments made during the moratorium.

If I choose to send a billing statement to a tenant owing rent during the temporary moratorium, what do I need to know?

Because this is *not* a termination notice, the letter or statement must not threaten eviction (do not use pay or vacate language). You are not required to include the tenant rights language required under SMC 22.206.180(K), but we encourage you to include a reference to the 211 phone line or the Renting in Seattle phone line (206-684-5700). If the rent remains unpaid at the end of the moratorium, you may then issue a 14-day notice for unpaid rent. We encourage you to accept partial payments or develop a payment plan with your tenant. Many programs to assist workers who have lost income are coming on line and your tenant may be able to resolve the payment issues as assistance becomes available.

What can I do if a tenant violates the terms of the rental agreement other than non-payment of rent?

A landlord should document the details of the violation in the tenant's file and may be able to issue a notice for the violation(s) after the moratorium expires. A landlord may issue a statement or letter to the tenant documenting the violations, but the letter must not threaten eviction.

What can I do about a tenant's behavior is an imminent threat to the health and safety?

A landlord may issue the appropriate termination notice and file for an eviction if a tenant's conduct violates the rental agreement **and** poses an imminent threat to the health and safety of other tenants.

What can I do if my tenant's rental agreement expires during the moratorium?

If the rental agreement expires during the moratorium, the landlord cannot start an eviction to remove the tenant until after the moratorium has expired. Additional information on expiring leases will be posted soon.

What if I have already issued an eviction notice?

The order states that landlords must not act on existing notices until the end of the temporary moratorium.

What if I have a pending eviction action in court?

For pending evictions, the emergency order states the courts may grant a continuance on an eviction hearing to be scheduled after the moratorium ends. The order allows the tenant to raise the moratorium as a defense to any eviction proceeding.

For Tenants**What do I do if I receive an eviction notice during the moratorium?**

Tenants who receive any eviction notice during the moratorium should contact the Renting in Seattle hotline at 206-684-5700 or go online to submit a [complaint](#) (Look under **+Create New** and select **Complaints**).

Do I still have to pay my rent during the moratorium?

Yes, tenants still have an obligation to pay their rent. If you don't pay, balances will continue to get larger and you may get a notice to pay or vacate if you still owe rent after the moratorium ends. Making partial payments or developing a payment plan with your landlord can reduce the amount you owe at the end of the moratorium. Your landlord cannot charge any fees for late or partial payments during the moratorium. If you are having problems paying rent, you can call 211 or look at the resource links below.

If my rental agreement expires during the moratorium, do I still have to move out?

Yes. The moratorium does not extend your rental agreement. However, if you do not move, you cannot be evicted until after the moratorium ends.

Can I be evicted for violating my rental agreement during the moratorium?

During the moratorium, you can only be evicted for an imminent threat to the health or safety of others. . After the moratorium ends, the landlord can issue notices and evict you for other violations of the rental agreement.

What can I do if the landlord started my eviction case before the moratorium?

Tenants can raise the moratorium as a defense in court to an eviction action and courts may grant a continuance on an eviction hearing to occur after the moratorium. If you have received a summons and complaint, a court order scheduling an eviction hearing, or a writ of restitution, you can contact either the Housing Justice Project at 253-234-4204 or the Tenant Law Center at (206) 324-6890 for legal assistance over the phone.

Are there resources available for individuals who have been impacted by COVID-19?

If you are affected by COVID-19, [Washington State Employment Security](#) has programs that may be able to help. The State adopted a series of emergency rules to relieve the burden of temporary layoffs, isolation and quarantine for workers and businesses. This [easy-to-read comparison guide](#) lists some of the most common scenarios that may occur and benefits that may apply. The City will continue to update the list of local, state, federal or private resources available for individuals impacted by COVID-19.