

# Seattle Ends Existing Residential and Small Business Eviction Moratoria

## February 25, 2022

---

On February 11, 2022, Mayor Bruce Harrell [announced a final extension](#) of the moratorium on residential and small business evictions in Seattle through February 28, 2022. In response, Seattle Councilmember Kshama Sawant proposed to extend the moratorium through the end of the [COVID-19 civil emergency](#), which City Council rejected on February 23, 2022. As a result, the eviction moratoria will expire on February 28, 2022 and landlords will be able to initiate just cause evictions on March 1, 2022, though certain protections for residential and commercial tenants will remain in place.

### Seattle Residential Tenant Protections

Following expiration of the Mayor's eviction moratorium, residential tenants in Seattle will continue to have access to certain eviction protections. Some of those protections are not related to the Mayor's termination of the eviction moratorium or the COVID-19 civil emergency, and do not have an expiration date. For example, [Ordinance 126041](#) provides residential tenants a defense to eviction if the tenant meets certain income requirements and the eviction would result in the tenant having to vacate during winter months, specifically between December 1 and March 1. In addition, [Ordinance 126301](#) provides indigent tenants named in an unlawful detainer suit the right to legal counsel free of charge.

On the other hand, certain protections such as [Ordinance 126075](#) are tied to the Mayor's termination of the eviction moratorium. That ordinance provides a defense against evictions due to hardship from COVID-19 for six months following the expiration of the eviction moratorium. If a tenant fails to comply with a 14-day notice to pay rent or vacate the premises, a landlord must notify tenant that the tenant's inability to pay may be used as a defense to eviction. To qualify for the defense, a tenant must submit a declaration or self-certification asserting the tenant has suffered a financial hardship and is unable to pay rent. A tenant may raise the defense in court until August 28, 2022.

Similarly, [Ordinance 126081](#) contains an expiration date but is tied to the COVID-19 civil emergency rather than the eviction moratorium. That ordinance provides tenants who fail to pay rent during, or within six months after termination of, the Mayor's civil emergency order (which the Mayor has not yet terminated) to repay backrent in installments. Landlords must allow tenants who owe one month of rent or less to repay the backrent in three monthly installments, tenants who owe one to two months of rent to repay the backrent in five monthly installments, and tenants who owe more than two months of rent to repay the backrent in six monthly installments. Similar protections exist for commercial tenants as discussed below.

## Seattle Small Business Tenant Protections

Following expiration of the eviction moratorium on small businesses, other restrictions on commercial landlords in Seattle will remain in effect, including restrictions on raising rent, requiring landlords to enter into payment plans for overdue rent, and prohibiting charging late fees and interest during the COVID-19 state of emergency. These [restrictions](#) remain in place through one year after the Mayor’s emergency proclamation is lifted. Read more about these restrictions [here](#).

Lastly, [Ordinance 126116](#) limits personal liability for small business tenants who default in their leases. The ordinance prohibits enforcement of personal liability provisions until the Mayor’s civil emergency proclamation is lifted, or within six months after the expiration of the emergency proclamation so long as the tenant was subject to certain in-person limitations in Washington gubernatorial proclamations (e.g., [Governor Proclamation 20-13](#), which prohibited any number of people from gathering in any public venue in which people congregated for purposes of food and beverage service).

If you have any questions regarding this information, please contact:

---

Gerry Johnson	<a href="mailto:Gerry.Johnson@pacificalawgroup.com">Gerry.Johnson@pacificalawgroup.com</a>	206.245.1700
Rich Moore	<a href="mailto:Rich.Moore@pacificalawgroup.com">Rich.Moore@pacificalawgroup.com</a>	206.245.1736
Jamie Lisagor	<a href="mailto:Jamie.Lisagor@pacificalawgroup.com">Jamie.Lisagor@pacificalawgroup.com</a>	206.245.1734
Shae Blood	<a href="mailto:Shae.Blood@pacificalawgroup.com">Shae.Blood@pacificalawgroup.com</a>	206.602.1223

---

*A Note: This publication is for informational purposes and does not provide legal advice. It is not intended to be used or relied upon as legal advice in connection with any particular situation or facts. The information herein is provided as of the date it is written.*

*Copyright © 2022 Pacifica Law Group LLP. All rights reserved.*

To subscribe to our mailing list, please contact Mia Wiltse at [Mia.Wiltse@pacificalawgroup.com](mailto:Mia.Wiltse@pacificalawgroup.com).