



RCA INFORMATION, INC.

Section 8

Compliance Notices and Termination

In a court of appeals in the State of Washington on July 9th, the court upheld a decision that impacts all Landlords that rent to Section 8 tenants and how they are served notices and termination.

A landlord may not terminate the tenancy of a Section 8 tenant during the term of the lease without **good cause** for doing so. The protections afforded such tenants are fully applicable when a landlord seeks to terminate the tenancy by way of our state's unlawful detainer statute, RCW 59.12—having accepted the substantial financial benefits of the federal section 8 program, the landlord is bound to comply with this program's rules and regulations in any such action. Accordingly, a section 8 tenant may not be found to have unlawfully detained the premises absent a determination that the tenant's conduct resulted in good cause to terminate the tenancy.

A Section 8 tenant was served by his/her landlord with a 10-day notice to comply or vacate based upon the presence of a plywood panel on the balcony of his/her apartment unit. When the tenant failed to remove the plywood panel within the 10 days, the landlord served him/her with a complaint for unlawful detainer. At the show cause hearing that followed, the trial court ruled that Tenant had unlawfully detainer the premises without first determining whether his/her conduct gave rise to good cause to terminate his/her tenancy. Because such a determination was required, they reverse and remand for further proceedings.

Pursuant to the federal regulations governing the section 8 program, the standard form lease entered into by Landlord and Tenant was supplemented by an addendum containing several additional provisions. The addendum provided that the landlord shall not terminate the Lease except for **material noncompliance** with the lease. The addendum further specified that prior to terminating the lease, the Landlord must provide to the tenant a written notice stating the date of termination, explaining the **reasons for the**

termination, and notifying the tenant of his/her right to present defenses in a court action.

Landlord served Tenant with a written 10-day notice to comply with the lease or quit the premises. The notice alleged several violations of a community rule requiring that “balconies and patios shall be kept neat and clean at all times”. The notice stated that a plywood panel along the inside of Tenant’s deck railing violated this regulation. Tenant was directed to remove the plywood and to take action to prevent materials from falling through his/her deck within 10 days or to surrender possession of the premises. Tenant was informed that he/she had the right to “defend this action in a court of law” and the right “to discuss this termination with the landlord” within the 10-day period.

Tenant thereafter cleaned the deck and covered the decking with a plastic tarp and Landlord refused to exempt the plywood panel from the 10-day notice requirement. Tenant removed the plywood 14 days after receiving the notice.

In June 2011, Landlord served Tenant with a complaint for unlawful detainer. Tenant’s failure to comply with the 10-Day Notice was specified as the sole ground for termination. The complaint indicated that a copy of the tenant’s rental agreement had been filed with the complaint; however, only the standard from lease was attached. The addendum was not filed or served with the complaint.

To be continued....Updates to follow

--Excerpt from “SCAOA Rental Gazette, September 2012, Page 7, Newsletter”