

Appendix B



Legal Summaries of Eviction and Illegal Lockout Laws in Michigan, Mississippi, Missouri, Pennsylvania, and Washington

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Building on the [work](#) of the Legal Services Corporation and Temple University's Center for Public Health Law Research that summarized local eviction laws in 30 cities in 2021 to highlight tenant's unfulfilled legal eviction needs, we summarize the eviction laws, including illegal lockout laws, in five jurisdictions: Michigan, Mississippi, Missouri, Pennsylvania, and Washington.

Specifically, we summarized laws from the state, county, and city levels from each jurisdiction, using plain language so all housing stakeholders would be able to understand the law. We also provided citations for the laws for those who want to read the actual text of the law. For a full discussion of the laws, see our full report.

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I. Michigan (State, Wayne County, and Detroit City)

We reviewed Michigan state laws, Wayne County laws, and Detroit city laws. Michigan does not have any laws preempting local governments from enacting laws about evictions or illegal lockouts.

Overall, Michigan offers more protections for tenants than Missouri and Mississippi, but less protections than Pennsylvania and Washington. Michigan offers protections for both landlords and tenants.

For evictions, Michigan law provides 9 reasons for evictions and requires notice before eviction. The state does not provide general protections against eviction, but it does have tenant protections against landlord retaliation. There is no state requirement for storage after the tenant is physically evicted.

Wayne county does not have any relevant laws regarding evictions. Detroit requires notice before an eviction as well as provides general protections against eviction, but it does not have any specific tenant protections against landlord retaliation. There is a requirement for storage of remaining property after the tenant is physically evicted.

In terms of illegal lockouts, Michigan offers more protections than Missouri, Mississippi, and Pennsylvania, but less tenant protections than Washington. Michigan law discusses illegal lockouts, including enforcement information about tenant protections. Neither Wayne County nor the City of Detroit have any laws concerning illegal lockouts.

A. Eviction

In Michigan, eviction is referenced in its laws in two different ways: 1) to recover possession of the premises; and 2) to terminate the tenancy with a notice to quit.¹

Below is a discussion of four areas of eviction laws: Reasons for Eviction; Eviction Protections; Notice and Court Order; and Physical Eviction and Storage.

Michigan provides laws for all four areas. Wayne County does not have any laws regarding eviction, while Detroit has laws for three areas (eviction protections, notice and court order, and physical eviction and storage).

1. Reasons for Eviction

As of 2022, Michigan law provided 9 main causes for eviction, which are as follows:

¹ MCL 600.5714(1)(a), 554.134(2), 600.5720 (2022).

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1. Nonpayment of rent;
2. Illegal drug activity on the premises, which the lease says is the basis for termination, and a formal police report filed;
3. Holding over after natural expiration of lease term, after the lease term, or after a person's estate gives notice to quit;
4. Serious and continuing health hazard to the premises or extensive and continuing physical injury to property;
5. Physical violence or threat of violence to another person on the landlord's property by a tenant, member of the tenant's household, or person under the tenant's control, and a formal police report filed;
6. Forceful entry or peaceful entry, with forceful stay or trespass;
7. Continuing in possession of the premises after it was sold by virtue of a mortgage or execution, after the time limited by law for redemption of the premises;
8. Continuing in possession of the premises after it was sold and conveyed by a personal representative under license from the probate court or under authority in the will; and
9. "Just cause" for terminating tenants of government-subsidized housing.

2. Eviction Protections

Michigan law does not provide general protections against eviction, but they do prevent landlords from retaliating against tenants.² Even still, it is unclear whether the tenant has to file a complaint for protection to obtain this retaliatory protection.³

Detroit law protects tenants from eviction in two ways. First, a tenant cannot be evicted, except for cause, when the building is being converted into condos.⁴ Second, if a tenant has paid their rent into an escrow kept by the Buildings, Safety Engineering, and Environmental Department (BSED), a tenant cannot be evicted for nonpayment of rent when there is no certificate of compliance from BSED.⁵

3. Notice and Court Order

Under Michigan law, the written notice of possession must include the reason for eviction and the eviction date.⁶ Eviction notice requirements are as follows:

² MCL 600.5720(1) (2022).

³ MCL 600.5720(2) (2022).

⁴ DCC 26-6-10 (2022).

⁵ DCC 8-15-82, 48-3-27 (2022). However, BSED has not set up an escrow fund that tenants can pay into.

⁶ MCL 600.5716 , 600.5718 (2022).

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1. A **24-HOUR NOTICE** is required for illegal drug activity on the premises and a formal police report filed (a lease provision must allow for termination).⁷
2. A **7-DAY NOTICE** is required for the following 3 reasons: 1) nonpayment of rent; 2) Serious and continuing health hazard to the premises or extensive and continuing physical injury to property; or 3) Physical violence or threat of violence to another person on the landlord's property by a tenant, member of the tenant's household, or person under the tenant's control, and a formal police report filed.⁸

Detroit law also requires the landlord to provide a written notice of eviction.⁹ If the eviction is for cause when the building is being converted, the tenant has 120 days after the delivery of the notice to move.¹⁰

Michigan laws do mention court orders, but they do not say if it is required before a tenant can be physically evicted.¹¹ Instead, the laws discuss when an eviction order will not be issued, including when the tenant paid the rent into an escrow account or if the landlord is using the action to punish the tenant for enforcing the lease, participating in a tenant organization, or reporting the landlord for health violations.¹² Detroit law also mentions court orders when discussing the storage of the tenant's property, but the law does not say if it is required before a tenant can be physically evicted.¹³

4. Physical Eviction and Storage

Michigan law fails to provide whether additional notice is required before a tenant can be physically evicted.¹⁴ In fact, the law says that an order for possession may be issued immediately after the eviction order if the tenant entered the property forcibly or by trespassing.¹⁵ Yet, it is unclear why a tenant would need to forcibly enter the property or trespass, if they have not been physically evicted yet.¹⁶ Outside of these circumstances,

⁷ MCL 600.5714(1)(b) (2022).

⁸ MCL 600.5714(1)(a), (d), (e) (2022).

⁹ DCC 26-6-10 (2022).

¹⁰ *Id.*

¹¹ MCL 600.5720 (2022).

¹² *Id.*

¹³ DCC 42-2-93(b)(2022).

¹⁴ MCL 600.5716 , 600.5718, 600.5720, 600.5744 (2022). The state court rules note that a court order is required, and additional notice is required before a tenant can be physically evicted. Court rule - MCR 4.201(K) and (L) (2022).

¹⁵ MCL 600.5744(3) (2022).

¹⁶ *Id.*

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the court will not issue an order for possession until 11 days after the eviction order.¹⁷ Detroit law is also unclear about whether a tenant is entitled to notice before being physically evicted.¹⁸

Michigan law says that the law enforcement officer may leave the tenant's belongings in a public area or with the sheriff.¹⁹ Detroit law says that a landlord must provide a large movable container on the property that the tenant can use to store furniture, goods, and personal property.²⁰ If the tenant's possessions are moved onto the property instead of being placed in the container, the landlord is subject to a blight violation notice.²¹

B. Illegal Lockouts

Only the state of Michigan has laws regarding illegal lockouts.²² In this jurisdiction, illegal lockouts is referred to as: forcible entry, holding possession of the premises by force, and trespass without color or title or other possessory interest.²³

Michigan prohibits illegal lockouts.²⁴ Specifically, a person cannot enter a property unless permitted by law and without force.²⁵

Michigan tenant protections include remedies if illegal lockouts happen. Tenants can "recover 3 times the amount of [their] actual damages or \$200, whichever is greater, for each occurrence and, if possession has been lost, to recover possession."²⁶

II. Mississippi (State, Hinds County, and Jackson City)

We reviewed Mississippi state laws, Hinds County laws, and Jackson laws. Parts of Jackson city reside in Madison County and Rankin County; however, the majority of the

¹⁷ MCL 600.5744(5) (2022).

¹⁸ DCC 26-6-10 (2022). The law prohibits evictions without cause during a 120 day notice period for condo conversions of rental properties. *Id.*

¹⁹ MCL 600.5744(1)(a) and (b) (2022).

²⁰ DCC 42-2-93(b)(2022).

²¹ *Id.*

²² MCL 600.2918, 600.5711 & 600.5714(1)(f) (2022).

²³ MCL 600.2918, 600.5711 & 600.5714(1)(f) (2022).

²⁴ MCL 600.5711 (2022).

²⁵ *Id.*

²⁶ MCL 600.2918 (2022).

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city resides in Hinds County.²⁷ Thus, we only pulled laws for Hinds County. Mississippi does not have any laws preempting local governments from enacting laws about evictions or illegal lockouts.

Overall, Mississippi offers the least protections for tenants compared to Michigan, Missouri, Pennsylvania, and Washington. Mississippi is a pro-landlord state because it offers numerous protections for landlords, but only minimal protections for tenants.

Mississippi law provides 5 reasons for evictions, requires notice before eviction, and provides general protections against eviction. The state does not provide tenant protections against landlord retaliation and there is no requirement for storage of property after the tenant is physically evicted.

Hinds County does not have any relevant laws regarding evictions. Jackson provides 3 additional reasons for eviction and discusses how a tenant's property should be disposed of.

For illegal lockouts, Mississippi offers the least amount of protections for tenants compared to Missouri, Michigan, Pennsylvania, and Washington. The state of Mississippi has a law discussing illegal lockouts, but it does not protect tenants. Neither Hinds County nor the City of Jackson have any laws concerning illegal lockout.

A. Eviction

In Mississippi and Jackson, eviction is referenced in two ways: 1) termination of tenancy for breach; and 2) residential evictions.²⁸

Below is a discussion of four areas of eviction laws: Reasons for Eviction; Eviction Protections; Notice and Court Order; and Physical Eviction and Storage.

Mississippi provides laws for all four areas. Hinds County does not have any laws regarding eviction, while Jackson has laws for two areas (reasons for evictions, and physical eviction and storage).

1. *Reasons for Eviction*

As of 2024 Mississippi law provides 5 causes for eviction, which are as follows:

1. Nonpayment or failure to pay rent;
2. Breach and/or violation of lease (rental agreement);
3. Illegal activity upon the leased premises as documented by a law enforcement agency;

²⁷ See <https://www.nibrs.dps.ms.gov/feature-image>.

²⁸ Miss Code Ann. section 89-8-13(5), 89-8-31(a) (2024).

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4. Remaining on property after expiration of lease (failing to vacate after the expiration of the rental agreement); and
5. Failure of statutory tenant obligations.

Jackson law allows for eviction because of situations defined as prohibited conduct.

2. Eviction Protections

Mississippi provides general protections against eviction in two instances. First, a tenant experiencing domestic violence is protected against eviction.²⁹ Second, the landlord must act good faith when seeking to evict a tenant from the premises.³⁰ There are no tenant protections against landlord retaliation in Mississippi, Hinds County, or Jackson.

3. Notice and Court Order

Mississippi law requires the landlord to provide written notice of the eviction to the tenant.³¹ The notice must include the reasons for eviction and the supporting facts.³² No notice is required when “there is a substantial violation of the rental agreement ... that materially affects health or safety.”³³

Mississippi law says that a judge will order a tenant to leave the property if an eviction order is issued, either after a hearing or when a tenant does not show up.³⁴ Yet, the law does not specifically say whether a court order for eviction is required before a tenant is physically evicted.³⁵

4. Physical Eviction and Storage

Under Mississippi law, a tenant is entitled to additional notice from the landlord prior to being physically evicted.³⁶ The tenant has 7 days from the eviction order to leave the premises, unless a “shorter or longer period is justified because of an emergency or other compelling circumstances.”³⁷ The law provides two specific circumstances that warrant a shorter period:

²⁹ Miss Code Ann. section 93-21-15 (2024).

³⁰ *Id.*

³¹ Miss Code Ann. section 89-8-33, citing 89-8-13(3), 89-8-17, 89-8-19 (2024).

³² *Id.*

³³ Miss. Code Ann. section 89-8-19(4) (2024).

³⁴ Miss Code Ann. section 89-8-39 (2024).

³⁵ *Id.*

³⁶ Miss Code Ann. section 89-8-39(2) and (3) (2024).

³⁷ Miss Code Ann. section 89-8-39(1) (2024).

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“The tenant has committed a substantial violation of the rental agreement or of [laws] that materially affects health or safety; or [T]he tenant poses an immediate and significant risk of damage to the premises or of harm or injury to persons on the premises.”³⁸

Prior to the eviction date, the tenant must continue to have unrestricted access to the premises.³⁹ If the tenant moves out by the date ordered, but leaves property behind, the landlord may immediately dispose of the property.⁴⁰ If the tenant does not move out by the court ordered date, then the landlord must request a removal order and pay the applicable fees.⁴¹

Once the judge issues the eviction order and it has been executed by the appointed parties (sheriff or other officials), the landlord must allow the tenant to access the premises for 72 hours after.⁴² If the tenant moves out within 72 hours, but leaves property behind, the landlord may immediately dispose of the property.⁴³ “After 72 hours, the landlord may remove any property remaining on the premises to the curb, an area designated for garbage, or some other location agreed to by the tenant and the landlord.”⁴⁴

If a tenant’s eviction is based on nonpayment of rent, then a judge will not issue a removal order if “[b]y the court-ordered move-out date, the tenant has paid in full all unpaid rent and other sums awarded to the landlord in the judgment, or [a]fter such date, the landlord has accepted payment of such amounts.”⁴⁵

Based on the obligation of good faith, Mississippi law requires that a landlord accept full payment if the tenant offers it before or on the court ordered move out date.⁴⁶

In terms of storage, there are no state laws. Jackson law does not require storage, but discusses what shall be done with the tenant’s property after eviction. Specifically, the law says:

“[w]hen a tenant has been lawfully evicted, the owner shall properly dispose of or otherwise remove any personal property or trash left on the curb within

³⁸ Miss Code Ann. section 89-8-39(1)(a) and (b) (2024).

³⁹ Miss Code Ann. section 89-8-39(1) (2024)

⁴⁰ *Id.*

⁴¹ Miss Code Ann. section 89-8-39(2) (2024).

⁴² Miss Code Ann. section 89-8-39 (2) and (3) (2024).

⁴³ Miss Code Ann. section 89-8-39(3) (2024).

⁴⁴ *Id.*

⁴⁵ Miss Code Ann. section 89-8-39 (4)(a) (2024).

⁴⁶ Miss Code Ann. section 89-8-39 (4)(b) (2024).

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[5] days after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must be able to provide proof of said action.”⁴⁷

B. Illegal Lockouts

Only the state of Mississippi has a law regarding illegal lockouts. In this jurisdiction, illegal lockouts are referred to as: deprivation of the possession of land by force, intimidation, fraud, stratagem, or stealth.⁴⁸

Mississippi’s only illegal lockout law makes it illegal for the tenant to lock out their landlord.⁴⁹ If a landlord brings suit within one year after this happens then they are entitled to a “summary remedy,” but the law does not further define this.⁵⁰ There is no enforcement information about tenant protections or landlord consequences.

III. Missouri (State and St. Louis City)

We reviewed Missouri state laws and St. Louis city laws. St. Louis is one of the only cities that does not reside in a county.⁵¹ Missouri does not have any laws preempting local governments from enacting laws about evictions or illegal lockouts.

In terms of evictions, Missouri offers more protections for tenants than Mississippi, but less protections than Michigan, Pennsylvania, and Washington. Missouri offers numerous protections for landlords, but only minimal protections for tenants.

Missouri law provides 5 reasons for evictions, but does not require notice before eviction or storage after the tenant is physically evicted. Missouri allows for up to double the damages of rent for an unauthorized sublease, making it the only state that mentions subleasing in reference to eviction laws. The state provides general protections against eviction, but does not have tenant protections against landlord retaliation. St. Louis protects tenants against landlord retaliation after a final judgment of eviction, but does not have any additional laws regarding eviction.

In terms of illegal lockouts, Missouri offers more protections for tenants than Pennsylvania and Mississippi, but less protections than Michigan and Washington. Missouri state law discusses illegal lockouts, including defining what it means. However,

⁴⁷ Jackson Ordinance Sec. 26-526(c) (2024).

⁴⁸ Miss Code Ann. Sec. 11-25-1 (2025).

⁴⁹ *Id.*

⁵⁰ *Id.*

⁵¹ A Brief History of St. Louis, St. Louis City government, <https://www.stlouis-mo.gov/visit-play/stlouis-history.cfm> (last visited April 25, 2025).

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Missouri laws do not provide any enforcement information, such as tenant protections or landlord consequences. However, St. Louis City law discusses illegal lockouts, including enforcement information about tenant protections and landlord consequences.

A. Eviction

In Missouri, eviction is referenced in its laws in two ways: 1) to recover possession of the premises/property; and 2) immediate evictions.⁵²

Below is a discussion of four areas of eviction laws: Reasons for Eviction; Eviction Protections; Notice and Court Order; and Physical Eviction and Storage.

Missouri provides laws for all four areas, while St. Louis only has laws regarding eviction protections.

1. Reasons for Eviction

As of 2022, Missouri law provides 5 causes for eviction, which are as follows:

1. Nonpayment or failure to pay rent;
2. Breach and/or violation of the lease;
3. Remaining on the property after expiration of the lease;
4. Waste; and
5. Criminal activity or other emergency situations resulting in immediate evictions.

The court can also order an immediate eviction of the tenant for the following reasons:

1. Physical injury to other tenants or landlord or physical damage to the property where repairs would exceed 12 months of rent;
2. Drug-related criminal activity on or within the rental property;
3. Property used in furtherance of a drug-related criminal activity;
4. Drug-related criminal activity by tenant, a member of the household, or guest or in the immediate vicinity of the rental property;
5. The tenant allowed a person who they knew was previously removed or barred from the property to return; or
6. The tenant failed to promptly notify the landlord that a person who was previously removed or barred from the property returned.

The tenant will be evicted immediately, but it is in the court's discretion to stop an immediate eviction. Additionally, if the tenant proves that they did not know or have reason to know of the criminal activity or the tenant was unable to stop the activity because of verbal or physical coercion, then the court will not order the eviction of the tenant. Furthermore, if the tenant proves that they did not further, promote, assist or aid

⁵² VAMS 441.740, 535.010 (2022)

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in the activities listed in reasons 5 and 6, then the court will not order the eviction of the tenant. Instead, the court will order the persons, who were previously banned or removed, to be barred from the premises.

For nonpayment of rent, the landlord must file a statement with the court, verified by affidavit, that includes a description of the property rented or leased, the terms of the lease, amount of rent due, that rent has been demanded, and payment has not been received.⁵³ In addition to unpaid rent, the landlord may include “any other unpaid sums, other than property damages, regardless of how denominated or defined in the lease to be paid by the tenant.”⁵⁴

The landlord may recover possession of the property, if the tenant subleases the property without the landlord’s consent or uses the property for illegal activities.⁵⁵ In an eviction action in Missouri, a landlord may recover double damages if the tenant subleased the property without the landlord’s consent.⁵⁶ The landlord may also recover damages if they can prove that the property was being used for illegal purposes.⁵⁷

2. Eviction Protections

Missouri does not have any protections against landlord retaliation. Yet, the state does provide protections against eviction if the tenant did not know there was criminal activity, or the tenant was experiencing domestic violence.⁵⁸ St. Louis provides additional protections for tenants. The city prevents landlords from evicting tenants in retaliation for allowing inspectors to test for lead or allowing their child to be tested for lead poisoning.⁵⁹ However, this protection only happens after a final judgment for eviction.⁶⁰

⁵³ VAMS 535.020 (2022).

⁵⁴ *Id.* However, the additional payments that are not unpaid rent cannot serve as the only basis for eviction. *Id.*

⁵⁵ VAMS 441.020, 441.030, 441.040 (2022). Illegal activities include using the property for a brothel, gaming, or for production, sale, or distribution of drugs.

⁵⁶ VAMS 534.347 (2022).

⁵⁷ VAMS 441.040 (2022). A landlord is not “liable for any damages resulting from the landlord's reliance on written notification to the landlord by a law enforcement authority that the premises are being used for the illegal conduct.” *Id.*

⁵⁸ VAMS 441.750, 441.920 (2022).

⁵⁹ St. Louis Ordinance Sec. 11.22.150 (2022).

⁶⁰ *Id.* The Court shall consider, among other factors, in determining whether a violation has occurred, whether the termination of tenancy, recovery of possession, or filing of a lawsuit for possession has occurred within 60 days after either the testing of a resident child or the premises for lead. *Id.*

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3. Notice and Court Order

For eviction actions for nonpayment of rent, where the landlord has demanded payment, the law says the landlord does not have to provide the tenant with notice of the eviction filing with the court.⁶¹ Notice is provided by the court through the issuance of a summons.⁶² The law is unclear about whether a court order is required before a tenant can be physically evicted.⁶³

For example, Missouri law allows a landlord to enter and take possession of the property after giving notice and ten days have passed, if the tenant subleases the property without the landlord's consent or uses the property for illegal activities.⁶⁴

Outside of illegal activities, an eviction order is discussed in Missouri laws. For immediate evictions, the law mentions that a court shall order the tenant be evicted.⁶⁵ For all other evictions, the laws discuss an eviction order,⁶⁶ including when a tenant does not show up in court,⁶⁷ but does not say if an order is required before a tenant can be physically evicted.

4. Physical Eviction and Storage

Missouri law is unclear if the tenant is entitled to additional notice from the landlord prior to being physically evicted.⁶⁸ For immediate evictions, the eviction order may be implemented immediately.⁶⁹ For evictions when the tenant does not show up, the tenant will be notified that they must leave the property once the order is final, but the law does not say when the order is final.⁷⁰

For all other evictions, the tenant cannot be physically evicted until 10 days after the eviction order.⁷¹ The court may also include in its eviction order a request for the sheriff

⁶¹ VAMS 441.780, 535.020 (2022).

⁶² VAMS 535.020 (2022).

⁶³ VAMS 441.040, citing 441.020 and 441.030; 441.060, 441.770, 441.740 (2022).

⁶⁴ VAMS 441.040 (2022).

⁶⁵ VAMS 441.770 (2022).

⁶⁶ VAMS 534.355 (2022). The law does not discuss when a judgment becomes final.

⁶⁷ VAMS 534.345 (2022).

⁶⁸ VAMS 441.020, 441.030, 441.040, 441.060, 441.770, 441.740 (2022).

⁶⁹ VAMS 441.740, 441.750, 441.760, 441.770 (2022).

⁷⁰ VAM 534.345 (2022).

⁷¹ VAMS 534.350 (2022).

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to evict the tenant within 15 days from the eviction order being final, but the law does not say when the order is final.⁷²

After the eviction order and request for eviction, if the sheriff fails to evict the tenant within 7 days of receiving the request, the landlord may within 60 days from the date of the eviction order peacefully evict the tenant in the presence of a city police officer.⁷³ There is no requirement for landlords to store the tenant's personal property or belongings, and except for negligent, willful, or wanton acts, a landlord is not responsible for any loss or damage to a tenant's personal property.⁷⁴

B. Illegal Lockouts

Missouri and St. Louis both have laws regarding illegal lockouts, and in those jurisdictions it is referred to as: forcible entry and detainer, willfully interrupting essential services to a tenant, and illegal evictions.⁷⁵

Missouri prohibits illegal lockouts.⁷⁶ Specifically, when a landlord who removes or excludes a tenant or their personal property from the premises (including the removal of doors or locks) without judicial process and court order "shall be deemed guilty of forcible entry and detainer."⁷⁷

St. Louis tenant protections prohibit any person from illegally evicting someone by removing or excluding them or their personal property from the premises without any judicial process or court order.⁷⁸ According to St. Louis law, an illegal eviction can be: removing the doors or locks to the premises; and/or purposefully causing disruption to essential services including, but not limited to, electric, gas, water, or sewer services.⁷⁹ Additionally, if an illegal lockout happens a tenant may seek remedies, including damages, or report the landlord to the police or sheriff.⁸⁰

⁷² VAMS 534.355 (2022).

⁷³ VAMS 441.060(5) (2022). The landlord may break and remove locks, enter and take possession of the premises and remove any household goods, furnishings, fixtures or any other personal property left in or at the premises, provided the law enforcement officer is first presented a true copy of the judgment and order of execution, and the law enforcement officer acknowledges in writing such presentation, and such acknowledgment is filed in court by the plaintiff within five days following taking possession of the premises." *Id.*

⁷⁴ VAMS 441.060(6) (2022).

⁷⁵ VAMS 441.233, 534.010, 534.020 & St. Louis municipal code of ordinances Sec.11.105.020 (2022).

⁷⁶ VAMS 441.233, 534.010, & 534.020 (2022).

⁷⁷ VAMS 441.233 (2022) & 534.020 (2022).

⁷⁸ St. Louis municipal code of ordinances Sec.11.105.020 (2022).

⁷⁹ *Id.*

⁸⁰ St. Louis Ordinance No. 71261;and St. Louis municipal code of ordinances Sec.11.105.040 (2022).

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In St. Louis, landlord consequences for illegally locking out a tenant include a fine, a term of imprisonment, or both.⁸¹ The fine is a minimum of \$100 but not more than \$500, and the imprisonment term is no more than 90 days.⁸²

IV. Pennsylvania (State and Philadelphia County and City)

We reviewed Pennsylvania state laws and Philadelphia laws. Philadelphia is both a county and a city, and thus, our discussion of Philadelphia laws covers both county and city laws.

Pennsylvania law limits local eviction law in two ways. First, state law prevents tenants from being evicted for nonpayment of rent if their rent is deposited in escrow.⁸³ Second, state law protects tenants from eviction if there is a local law that would penalize them as victims of abuse, a crime, or an individual in an emergency.⁸⁴ Pennsylvania state law defines penalize as: “the actual or threatened revocation, suspension or nonrenewal of a rental license, the actual or threatened assessment of fines or the actual or threatened **eviction**, or causing the actual or threatened **eviction**, from leased premises.”⁸⁵ Outside of this law, Pennsylvania does not have any laws preventing local governments from enacting laws about evictions or illegal lockouts.

Overall, Pennsylvania offers less protections for tenants compared to Washington, but more protections than Michigan, Missouri, and Mississippi. Pennsylvania is a pro-tenant state because it offers numerous protections for tenants, including an eviction diversion program.

Pennsylvania law provides 6 reasons for evictions, requires notice before eviction, provides general and retaliatory protections against eviction, and requires storage for a tenant’s belongings after eviction.

⁸¹ St. Louis municipal code of ordinances Sec.11.105.060 (2022).

⁸² *Id.*

⁸³ 35 P.S. § 1700-1 (2024). citation provides "until the dwelling is certified as fit for human habitation or until the tenancy is terminated for any reason other than nonpayment of rent."

⁸⁴ 53 Pa.C.S. § 304 (2024). An emergency is defined as “A physiological or psychological illness or injury of an individual, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate emergency medical services to result in: (1) placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (2) serious impairment of bodily functions; or (3) serious dysfunction of a bodily organ or part.” 35 Pa.C.S. § 8103 (2024).

⁸⁵ 53 Pa.C.S. § 304 (2024).

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Philadelphia provides 13 additional reasons for eviction, requires notice before eviction, and provides general and retaliatory protections against eviction.

In terms of illegal lockouts, Pennsylvania offers more protections for tenants than Mississippi, but less than Missouri, Michigan, and Washington. Pennsylvania state law is unclear about illegal lockouts. Thus, Pennsylvania laws do not provide any enforcement information, such as tenant protections or landlord consequences. However, Philadelphia law discusses illegal lockouts, including enforcement information offering a number of tenant protections and landlord consequences.

A. Eviction

In Pennsylvania and Philadelphia, eviction is referenced in 6 ways: eviction; notice to quit; recover possession by ejectment; notice to terminate; notice to vacate, and termination of a lease.⁸⁶

Below is a discussion of four areas of eviction laws: Reasons for Eviction; Eviction Protections; Notice and Court Order; and Physical Eviction and Storage.

Pennsylvania provides laws for all four areas, while Philadelphia has laws for three areas (reasons for eviction, eviction protections, and notice and court order).

1. *Reasons for Eviction*

As of 2024, Pennsylvania law provides 5 reasons for eviction, which are as follows:

1. End of the lease;
2. "Forfeiture of the lease for breach of its conditions";
3. Nonpayment of rent;
4. Criminal Activity; and
5. Actions of ejectment.

Philadelphia also has laws that give reasons for eviction. As of 2024, Philadelphia law provides 6 reasons for eviction when the landlord has violated the law, which are as follows:

1. Tenant has not paid rent,
2. Tenant has committed a nuisance or waste,
3. Tenant caused the property to be in violation of Philadelphia law;
4. Landlord plans to rehabilitate the property to cure violation, and the Philadelphia Department of Licenses and Inspections issues a certificate noting that the premise must be vacant for the rehabilitation;
5. Landlord can evict a co-tenant, who is an abuser or perpetrator of domestic violence or sexual assault, at the request of another tenant. As long as the

⁸⁶ 35 P.S. § 1700-1, 53 Pa.C.S. § 304, 68 P.S. § 250.501(a), 250.511 (2024); PA Ordinance §9-804(2), and (12)(c) (2024).

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landlord does not apply a more demanding standard than applied to other tenants (who are not victims);

6. For any violation of a lease other than one premised on the act(s) of violence in question against a tenant.”

If the landlord has not violated the law, there are 9 good cause reasons for evicting a tenant, which are as follows:

1. Consistent late payment or non-payment of rent;
2. Breach or non-compliance of a material term of the lease;
3. Tenant activity that substantially affects the health or safety of the landlord or other tenants in the building”;
4. Substantial deterioration of the property caused by the tenant, which is beyond normal repair;
5. Tenant prevents the landlord from accessing the property for lawful purposes, after written notice;
6. The tenant will not extend the lease, which will expire;
7. The owner or an immediate member of the owner’s family is moving into the property;
8. “The tenant refuses to agree to a proposed rent increase or other proposed changes to a lease (for example, a new no-pets policy, the elimination of parking, or charging more for utilities), but only if” certain conditions have been met; and
9. The owner does not plan to rent the property while making renovations, and certain conditions are met.

To evict a tenant in Philadelphia, the landlord must first enroll and participate in the Philadelphia eviction diversion program for at least 30 days, unless there is an imminent threat of physical or verbal harm.⁸⁷ Notice must be provided in writing to the tenant about their right to participate in the program and how the tenant can exercise such rights.⁸⁸ The tenant may raise the landlord’s failure to participate in the program as a defense during court eviction proceedings.⁸⁹

2. Eviction Protections

Pennsylvania law provides eviction protections for tenants.⁹⁰ A landlord cannot evict a tenant for participating in a tenants’ association; for being a victim of abuse, a crime, or in an emergency; or for living in a property unfit for habitation if their rent is deposited in

⁸⁷ PA Ordinance §9-811(2) and (3), (2024). This applies as long as Philadelphia is “running a mandatory pre-filing eviction diversion program.” *Id.*

⁸⁸ PA Ordinance §9-811(5)(a) (2024).

⁸⁹ PA Ordinance §9-811(6) (2024).

⁹⁰ 68 P.S. § 250.205, 53 Pa.C.S. § 304, 35 P.S. § 1700-1 (2024).

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escrow.⁹¹ State law also prevents landlords from retaliating against tenants for setting up and paying for a utility service because the landlord failed to pay and the utility will be discontinued.⁹² In fact, a tenant can withhold rent to recover the amount paid for the utility service.⁹³

Philadelphia law provides protections against evictions for being a victim of domestic abuse or sexual violence,⁹⁴ and includes general protections against unfair rental practices.⁹⁵ Philadelphia law also provides protections against retaliation.⁹⁶

3. Notice and Court Order

Pennsylvania law requires written notice that includes the date by which the tenant must move out.⁹⁷ The move out dates are as follows:

1. A **10-DAY NOTICE** is required for the following reasons: 1) nonpayment of rent; or 2) illegal use of drugs.⁹⁸
2. When the lease was for one year, less than one year, or an unclear amount of time, a **15-DAY NOTICE** is required for the following reasons: 1) end of the lease; or 2) “Forfeiture of the lease for breach of its conditions”.⁹⁹

⁹¹ Id.

⁹² 68 P.S. §399.7, 399.9, 399.11; 66 P.S. §1527, 1529, 1531(a) (2024). “The receipt of any notice of termination of tenancy, an increase in rent or of any substantial alteration in the terms of tenancy within six months after the tenant has acted ... to avoid discontinuance of utility service, shall create a rebuttable presumption that such notice is a reprisal against the tenant for exercising his rights.” 68 P.S. § 399.11; 66 P.S. §1531(c) (2024).

⁹³ 68 P.S., 399.9, 66 P.S. §1529 (2024).

⁹⁴ PA Ordinance §9-804(6), (7), and (9) (2024).

⁹⁵ PA Ordinance §9-804 (2024).

⁹⁶ PA Ordinance §9-804(2), 9-1108(1)(g) (2024). Specifically, the law prohibits retaliation for “(a) any violation having been found against the premises; (b) the filing of a complaint alleging a violation; (c) the joining of any lawful organization, or any other exercise of a legal right. It shall be unlawful for any owner, landlord, agent or other person operating or managing premises to refuse to lease any premises to a prospective tenant because he believes the prospective tenant has exercised any such right; (d) an incident of domestic violence or sexual assault in which a tenant was the victim, or a tenant's status as a victim of domestic violence or sexual assault.” PA Ordinance §9-804(2) (2024).

⁹⁷ 68 P.S. § 250.501(a),(b), and (d) and 250.505-A (2024).

⁹⁸ 68 P.S. § 250.501 (d) and 250.505-A (2024).

⁹⁹ 68 P.S. § 250.501(b) (2024).

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3. When the lease was for more than one year, a **30-DAY NOTICE** is required for the following reasons: 1) end of the lease; or 2) “Forfeiture or the lease for breach of its conditions”.¹⁰⁰

In Philadelphia, before evicting a tenant, the landlord must provide written notice, which includes the good cause reason for the eviction and date of termination.¹⁰¹ The landlord must provide notice 60 days prior to the date of termination if the lease was for greater than one year, and 30 days prior if the lease was for less than one year.¹⁰²

In Philadelphia, after notifying the landlord, the tenant can either challenge the eviction in court or “by filing a complaint with the Fair Housing Commission”¹⁰³ within 15 business days of receiving the notice of good cause.¹⁰⁴ There is a presumption that the landlord has good cause to evict, if the reason is supported by a “time and date stamped video; time and date stamped photographs; police report with reliable information and corroborating police investigation.”¹⁰⁵

Pennsylvania law says that a judge shall issue an eviction order if the landlord proves that an eviction is warranted.¹⁰⁶ For evictions connected to criminal activity, the court shall issue an order for immediate eviction.¹⁰⁷ Yet, the laws do not specifically say whether a court order for eviction is required before a tenant is physically evicted.¹⁰⁸

¹⁰⁰ *Id.*

¹⁰¹ PA Ordinance §9-804(12)(c) (2024).

¹⁰² PA Ordinance §9-804(11)(a) and (12)(c) (2024).

¹⁰³ PA Ordinance §9-804(12)(d) (2024). “The Commission, after investigation and hearing, as it deems appropriate, shall, as promptly as practicable prior to the expiration of the lease, issue such order as it deems appropriate.” *Id.*

¹⁰⁴ *Id.* “No notice to vacate, notice of non-renewal or notice to terminate a lease shall be effective while a challenge to a determination of good cause is pending before the Commission, unless a court of competent jurisdiction finds that the challenge was filed in bad faith.” PA Ordinance §9-811(2)(d)(.1) (2024). If a tenant filed a complaint with the Commission before an eviction case is filed, then the Commission process will proceed before the court proceeding. Phila. Municipal Court Rules of Civil Practice Rule 134. If the landlord has already filed the eviction complaint, then “the judge hearing Landlord and Tenant cases will make the initial determination as to whether a matter should be sent to Fair Housing. Those cases (1) where the tenant can prove that there is no rent delinquency and proof is presented of outstanding L & I violations (a copy of the L & I Report or an affidavit from Tenant’s counsel will be sufficient), or (2) those cases where there is no rent delinquency and the tenant claims retaliatory eviction shall be continued for at least sixty (60) days to a date certain and the tenant instructed to file a complaint with the Fair Housing Commission. *Id.*

¹⁰⁵ PA Ordinance §9-811(2)(e)(.1), (.2), and (.3) (2024).

¹⁰⁶ 68 P.S. § 250.503 (2024).

¹⁰⁷ 35 P.S. § 780-156, 780-160, 780-162 (2024).

¹⁰⁸ *Id.*; 68 P.S. § 250.503 (2024).

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Philadelphia law discusses a court order for eviction in the law that prohibits illegal lockouts.¹⁰⁹ The law says that the required process for evictions includes a court order, which is enforced by the sheriff or court-appointed officer.¹¹⁰

4. Physical Eviction and Storage

Under Pennsylvania law, notice is required before a tenant can be physically evicted.¹¹¹ Five days after the judgment of eviction is entered, the judge will issue an order of possession that empowers the sheriff to evict the tenant.¹¹² The tenant shall be notified in writing 48 hours and physically evicted on the 11th day after being notified of the judgment.¹¹³

However, if the tenant pays the full amount that is due to the sheriff before they are physically evicted, then the tenant may stay in the property and the eviction order is cancelled.¹¹⁴ For drug activity, eviction can be immediate after the eviction order, and no additional notice is required before physical eviction.¹¹⁵

Under Pennsylvania law, after notifying the tenant in writing, the landlord may dispose of a tenant's property 10 days after the notice is sent, if there is an eviction order, and the tenant has left.¹¹⁶ If requested, the landlord must put the tenant's property in storage for 30 days from the date of the notice.¹¹⁷ Moreover, if the tenant or a member of the tenant's immediate family is covered by a protection for abuse order, the landlord must hold the property for 30 days after the notice has been sent, and if requested, the landlord must put the property in storage for 30 days from the date of the request.¹¹⁸ If the landlord violates these duties, they are "subject to treble damages, reasonable attorney fees, and court costs."¹¹⁹

¹⁰⁹ PA Ordinance §9-1603 (2024).

¹¹⁰ *Id.*

¹¹¹ 68 P.S. § 250.503(b) (2024).

¹¹² *Id.*).

¹¹³ *Id.*

¹¹⁴ 68 P.S. § 250.503(c) (2024).

¹¹⁵ 35 P.S. § 780-156 and 780-162 (2024).

¹¹⁶ 68 P.S. § 250.505a(a), (b), (d), (e) (2024).

¹¹⁷ 68 P.S. § 250.505a(d) (2024). The tenant is responsible for the cost of storage. *Id.*

¹¹⁸ 68 P.S. § 250.505a(h) (2024).

¹¹⁹ 68 P.S. § 250.505a(i) (2024).

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B. Illegal Lockouts

Pennsylvania and Philadelphia laws both have language that could be interpreted as illegal lockouts, in these jurisdictions it is referred to as: distraint or distress¹²⁰ and self-help eviction practices.¹²¹

It is unclear whether Pennsylvania has a law about illegal lockouts. Pennsylvania law prohibits actions of distraint or distress.¹²² However, Pennsylvania statutes do not further specifically define what distraint or distress means.¹²³ Pennsylvania state law does provide damages for the removal of property distrained,¹²⁴ remedies for improper distress,¹²⁵ and remedies for distress of the sale of personal property.¹²⁶

Philadelphia tenant protections prohibit a landlord from conducting self-help evictions¹²⁷ and provides tenants with several remedies.¹²⁸ A tenant may contact the police and if their landlord is not able to show verification of an eviction order, then the tenant can immediately regain possession of the premises with the assistance of law enforcement.¹²⁹ Additionally, any tenant who regains possession in this way has the right to terminate their lease agreement within 30 days without any penalty, including early termination fees.¹³⁰ For each instance of an illegal lockout, tenants also have a private right of action, allowing them to recover “actual damages, reasonable attorney’s fees, and court costs to the extent allowed by law, punitive damages not to exceed \$2,000 per violation, injunctive relief,” and any other relief the court sees fit.¹³¹

In Philadelphia, a landlord and anyone who assists in illegally locking out a tenant “shall be guilty of a Class III Offense, and shall be subject to a fine.” Every day a tenant is illegally locked out, is a “separate offense for which a separate penalty shall be imposed.”¹³²

¹²⁰ 68 PS 250.307 (2025).

¹²¹ Philadelphia City-County Code § 9-1603 (2025).

¹²² 68 PS 250.307, 250.311, 250.312 (2025).

¹²³ Richard L. Reppert,

Landlord and Tenant - Pennsylvania’s Distress and Distrain Law - Landlord’s Distress Procedure Is Per Se Unconstitutional as Violative of Due Process of Law, 18 Vill. L. Rev. 771 (1973). Available at: <https://digitalcommons.law.villanova.edu/vlr/vol18/iss4/7>

¹²⁴ 68 PS 250.311 (2025).

¹²⁵ 68 PS 250.312 (2025).

¹²⁶ 68 PS 250.313 (2025).

¹²⁷ Philadelphia City-County Code § 9-1603 (2025).

¹²⁸ Philadelphia City-County Code § 9-1604, 9-1605(1) and (2) (2025).

¹²⁹ Philadelphia City-County Code § 9-1604 (2025).

¹³⁰ *Id.*

¹³¹ Philadelphia City-County Code § 9-1605(2) (2025).

¹³² Philadelphia City-County Code § 9-1605(1) (2025).

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V. Washington (State, King County, and Seattle City)

We reviewed Washington state laws, King County laws, and Seattle laws. Washington does not have any laws preventing local governments from enacting laws about evictions or illegal lockouts.

Overall, Washington offers the most protections for tenants compared to Michigan, Missouri, Mississippi, and Pennsylvania. Washington is a pro-tenant state because it offers numerous protections for tenants, including a program for tenant relocation assistance.

Washington law references 3 reasons for evictions and 14 for cause reasons. State law also requires notice before eviction, provides general and retaliatory protections against eviction, and requires storage for a tenant's belongings after eviction.

King County law provides 12 for cause reasons for evictions, general protections against eviction, and notice before eviction.

Seattle law provides 16 for cause reasons for eviction, requires notice before eviction, and provides general and retaliatory protections against eviction.

In terms of illegal lockouts, Washington offers the most protections for tenants compared to Missouri, Michigan, Mississippi, and Pennsylvania. Washington law discusses illegal lockouts, including enforcement information about tenant protections and landlord consequences. Washington also provides illegal lockouts protections for landlords. State law further discusses the judicial processes for both. Neither King County nor the City of Seattle have any laws concerning illegal lockouts.

A. Eviction

In Washington, King County, and Seattle, eviction is referenced in 3 ways: unlawful detainer; eviction; and termination of tenancy.¹³³

Below is a discussion of four areas of eviction laws: Reasons for Eviction; Eviction Protections; Notice and Court Order; and Physical Eviction and Storage.

Washington and King County provide laws for all four areas, while Seattle has laws for three areas (reasons for eviction, eviction protections, and notice and court order).

1. *Reasons for Eviction*

¹³³ RCW 59.18.180, 59.18.650; KCC 12.25.030, SMC 22.205.010 (2024).

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As of 2024, Washington law provides 3 main reasons for eviction, which are as follows:

1. Failure to comply with statutory duties;
2. Gang-related activity; and
3. For cause.

The landlord may only evict a tenant for cause when a tenant continues in possession of the property for the following reasons:

1. Tenant (or the subtenant) failed to pay rent;
2. Tenant committed a “substantial breach of a material program requirement of subsidized housing” other than paying money damages that was in the lease, rental agreement, or imposed by law;
3. Tenant committed four or more violations of the rental agreement within a 12 month period;
4. Tenant permitted waste, nuisance, and/or unlawful activity that affects the use and enjoyment of the premises, or other substantial or repeated and unreasonable interference with the use and enjoyment of the premises;
5. In good faith, the landlord seeks possession so that they or their family may live in the property as their principal residence;
6. Owner decides to sell the property, which is a single family home;
7. The lease expires and the tenant does not sign a new rental agreement;
8. Landlord decides to convert the apartments into condos or demolish/substantially renovate the premises;
9. The property has been certified or condemned as uninhabitable by a local agency, and the landlord would be subject to civil or criminal penalties;
10. Tenant made “intentional, knowing, and material misrepresentations or omissions made on the tenant’s application at the inception of the tenancy”;
11. Landlord ends tenancy for a legitimate economic or business reason;
12. Tenant is required to register as a sex offender during the lease “or failed to disclose a requirement to register as a sex offender when required in the rental application or otherwise known to the property owner at the beginning of the tenancy”;
13. Tenant has made unwanted sexual advances or other acts of sexual harassment towards the property owner, manager, or employee; or
14. Tenant has harassed another tenant based on race, gender, or other protected status.

Under Washington law, a landlord that removes or causes a tenant to be removed in violation of the for cause law is guilty of wrongful eviction and the tenant is entitled “to the greater of their economic and noneconomic damages or three times the monthly rent of the dwelling at issue, and reasonable attorneys’ fees and court costs.”

Even though many of the reasons are similar and cite to state law, King County has 12 additional reasons for just cause evictions. The landlord may evict a tenant for the

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following 10 just cause reasons, when a tenant continues in possession of the property after:

1. The tenant either fails to comply with a notice to pay rent (or vacate), comply (or vacate), or vacate for “waste, nuisance, including a drug-related activity nuisance or maintenance of an unlawful business or conduct;
2. The landlord seeks possession so that they or a member of their immediate family may live in the property as their principal residence and no substantially similar unit is vacant and available;
3. The owner decides to sell the property, which is a single family home;
4. The landlord decides to demolish the building or convert it to a cooperative or nonresidential use;
5. The landlord seeks to reduce the number of occupants who reside in one dwelling unit to comply with the legal limit;
6. The landlord discontinues residential use of the premises;
7. The landlord receives notice of property violations, and the notice restricts tenant’s occupancy at that property;
8. Unit that is also jointly occupied by the owner, after the owner discontinues the lease; or
9. Tenant or its guests have engaged in criminal activity on the property, or on a “public right-of-way abutting the premises”;
10. Tenant or its guests knowingly allows or continues to maintain, without written consent of the landlord, an animal “declared vicious by the manager of the regional animal services”.

As of 2024, King County law provides that the landlord may also evict a tenant for the following 2 additional just cause reasons:

1. Tenant fails to comply with a 10-day notice to comply or vacate regarding compliance with a material term of the lease or a material obligation under Washington law; and
2. Tenant remains on the property after the landlord decides to substantially renovate the premises and submits a completed application for at least one permit for rehabilitation required.

Additionally, under King County law, when the landlord knew or consented to having too many people reside on the premises, the landlord is required to pay relocation assistance to the tenant and anyone else who has to move out of the property “as the program dictates.”

As of 2024, Seattle law provides that the landlord may only evict a tenant for just cause, which includes the following 16 reasons:

1. Tenant does not comply with a 14 day notice to pay rent or leave; a 10 day notice to comply or leave; or a 3 day notice to leave for waste, nuisance (including drug-related activity), or maintenance of an unlawful business or conduct;

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2. Tenant continuously fails to pay rent, and the landlord has notified the tenant in writing 4 or more times within a 12 month period;
3. Tenant does not follow a 10 day notice to comply or leave with material terms of the lease or a material obligation under Washington law;
4. Tenant consistently violates material terms of the lease that “causes the owner to serve a [10] day notice to comply or vacate three or more times in a 12 month period;”
5. Owner seeks possession so that they or a member of their immediate family may live in the property as their principal residence;
6. Owner decides to sell the property, which is a single family home, and gives tenant at least 90 days written notice;
7. Tenant’s employment on the property has ended and the lease was based on tenant’s employment with the property;
8. Owner plans to make substantial renovations to the building, and the owner obtained a tenant relocation license (if required) and at least one permit for rehabilitation;
9. Owner decides to: 1) “demolish the building, convert it to a cooperative, or convert it to a nonresidential use,” or “2) converts the building to a nonresidential use”;
10. After a notice of violation for prohibited land use, the owner seeks to stop renting the property;
11. Owner seeks to reduce the number of occupants who reside in one dwelling unit to comply with the legal limit;
12. After receiving a notice of violation for prohibited land use, the owner seeks to reduce the number of occupants who reside in one dwelling unit to comply with the legal limit;
13. After receiving a notice of violation of the development standards, the landlord ends the use of the rental unit;
14. “An emergency order requiring that the housing unit be vacated and closed has been issued and the emergency conditions identified in the order have not been corrected”;
15. Owner ends the lease in a housing unit where the owner also lives; or
16. Tenants or its guests engage in criminal activity on the property.

In Seattle, regardless of whether there is just cause for eviction, a landlord may not evict a tenant if:

1. The unit is not registered with the Seattle Department of Construction and Inspections, unless there is an exception;¹³⁴

¹³⁴ SMC 22.205.010, SMC 22.214.030(A) (2024). Government subsidized housing does not have to be registered. SMC 22.214.030(A) (2024).

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2. The landlord failed to comply with the law and the “reason for terminating the tenancy is that the tenancy ended at the expiration of a specified term or period”;¹³⁵ or
3. Tenant has a defense to the eviction.¹³⁶

Under Seattle law, the landlord is required to pay the tenant and all those living in the unit relocation assistance at least two weeks prior to the end of the tenancy, for the following 3 reasons:

- 1) When a landlord has to end the tenancy because of a notice of violation of prohibited land use;¹³⁷
- 2) When the landlord knew or consented to having too many people reside on the premises and received a notice of violation of land use;¹³⁸ or
- 3) When the landlord ends the use of the unit after receiving a notice of violation for the development standards.¹³⁹

The rate of the relocation assistance shall be “\$2,000 for a tenant household with an income during the past 12 months at or below 50[%] of the County median income, or [2] months' rent for a tenant household with an income during the past 12 months above 50[%] of the County median income.”¹⁴⁰

2. Eviction Protections

Washington law provides protections against eviction for source of income and if the tenant was a victim of domestic violence, sexual assault, or stalking.¹⁴¹ In fact, the law allows the tenant to terminate a rental agreement because they are a victim of domestic violence, sexual assault, or stalking.¹⁴² State law also prevents landlords from retaliating against tenants, but it is unclear whether the tenant has to file a complaint to obtain this protection.¹⁴³

In addition, King County provides protections against eviction for a tenant who in good faith asserts or attempts to assert legal rights related to their tenancy and prevents a

¹³⁵ *Id.*

¹³⁶ *Id.*

¹³⁷ SMC 22.205.010(J)(1) and (2) (2024).

¹³⁸ SMC 22.205.010(L.1)(2) (2024).

¹³⁹ SMC 22.205.010(M) (2024).

¹⁴⁰ SMC 22.205.010(J)(1) and (2), SMC 22.205.010(L.1)(2), SMC 22.205.010(M)(1) and (2) (2024).

¹⁴¹ RCW 59.18.255, 59.18.575, 59.18.580 (2024).

¹⁴² *Id.*

¹⁴³ RCW 59.18.240, 59.18.250 (2024).

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landlord from committing unfair, abusive acts, or deceptive practices, such as “threatening to evict a tenant for nonpayment of charges.”¹⁴⁴

Seattle law also provides protections against eviction for source of income (including subsidized housing), disability status, and when relocation is necessary.¹⁴⁵ Additionally, except for good cause, the landlord is prohibited from evicting a tenant and harassing or intimidating a tenant to leave the premises to avoid paying relocation assistance.¹⁴⁶ The landlord is also prohibited from retaliating against a tenant who in good faith has exercised their legal rights, including to be free of discrimination.¹⁴⁷ A complaint or other communication, which includes proof of retaliation, is enough to trigger these protections.¹⁴⁸

3. Notice and Court Order

Washington law requires a landlord to provide a written notice of eviction, which must include the reason for eviction and supporting facts for the eviction.¹⁴⁹ The amount of notice required in a for cause eviction is as follows:

1. **A 3 DAY NOTICE** is required for the following reasons: 1) Nonpayment of rent; or 2) Waste, nuisance, unlawful activity that affects the use and enjoyment of the premises, or other substantial/repeated/unreasonable interference with the use and enjoyment of the premises by the landlord or neighbors.¹⁵⁰

¹⁴⁴ KCC 12.25.020, 12.25.080 (2024).

¹⁴⁵ SMC 14.08.040, SMC 22.210.140 (2024).

¹⁴⁶ SMC 22.210.140 (2024).

¹⁴⁷ SMC 7.24.110, 14.08.45, 14.09.030 (2024). “Such rights include but are not limited to the right to fair chance housing and regulation of the use of criminal history in housing by this Chapter 14.09; the right to limited use by others of eviction history occurring during or within six months after the end of the civil emergency proclaimed by Mayor Durkan on March 3, 2020; the right to make inquiries about the rights protected under this Chapter 14.09; the right to inform others about their rights under this Chapter 14.09; the right to inform the person's legal counsel or any other person about an alleged violation of this Chapter 14.09; the right to file an oral or written complaint with the Department for an alleged violation of this Chapter 14.09; the right to cooperate with the Department in its investigations of this Chapter 14.09; the right to testify in a proceeding under or related to this Chapter 14.09; the right to refuse to participate in an activity that would result in a violation of City, state, or federal law; and the right to oppose any policy, practice, or act that is unlawful under this Chapter 14.09”. SMC 14.09.030(B) (2024).

¹⁴⁸ SMC 14.09.030(E) and (G) (2024). The protections apply, “unless the landlord can prove that the action would have been taken in the absence of such protected activity.” SMC 14.09.030(E) (2024). Seattle also provides protections for the owner, prohibiting tenants from harassing or retaliating against an owner. SMC 22.206.190 (2024).

¹⁴⁹ RCW 59.18.650, Federal public housing RCW 59.28.040 and 59.28.070 (2024).

¹⁵⁰ RCW 59.18.650(2)(a) and (c); 59.12.030(3) (2024).

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2. A **10 DAY NOTICE** is required when a tenant has substantially breached a subsidized housing material term.¹⁵¹
3. A **20 DAY NOTICE** is required when a landlord ends a month to month tenancy.¹⁵²
4. A **30 DAY NOTICE** is required for the following reasons: 1) The property has been certified or condemned as uninhabitable; or 2) Tenant made intentional, known, and material misrepresentations or omissions made on the tenant's application at the inception of the tenancy.¹⁵³
5. A **60 DAY NOTICE** is required for the following reasons: 1) Landlord has legitimate economic or business reasons¹⁵⁴; 2) Tenant has committed 4 or more specific violations;¹⁵⁵ or 3) Tenant has to register as a sex offender.¹⁵⁶
6. A **90 DAY NOTICE** is required for the following reasons: 1) Landlord seeks possession so that they or their immediate family may live in the property as their primary residence;¹⁵⁷ or 2) Landlord tries to sell the property;¹⁵⁸
7. A **120 DAY NOTICE** is required for the following reasons: 1) Landlord converts the apartment or apartment building to condos;¹⁵⁹ or 2) Landlord plans to demolish or substantially rehabilitate the premises.¹⁶⁰

King County requires a landlord to provide the tenant with notice of an eviction for failure to pay rent.¹⁶¹ The notice must be in 16-point boded font and include how long the tenant has to pay the rent, and any additional fees that may be due if the case goes to court.¹⁶²

¹⁵¹ RCW 59.18.650(2)(a) and (b) (2024).

¹⁵² RCW 59.18.650(2)(f), 59.18.200(1)(a) (2024).

¹⁵³ RCW 59.18.650(2)(h), (l) (2024). If the local agency's notice does not allow for 30 day notice, the landlord must provide as much notice as possible. RCW 59.18.650(2)(h) (2024).

¹⁵⁴ RCW 59.18.650(2)(m) (2024). The court may stay the eviction order for up to another 60 days if the tenant shows that they are having difficulty finding new housing, but the tenant must continue to pay rent, and the court must give the landlord court costs and fees. *Id.* .

¹⁵⁵ RCW 59.18.650(2)(n)(i) (2024).

¹⁵⁶ RCW 59.18.650(2)(o) (2024).

¹⁵⁷ RCW 59.18.650(2)(d) (2024).

¹⁵⁸ RCW 59.18.650(2)(e) (2024).

¹⁵⁹ RCW 59.18.200(2)(b) (2024).

¹⁶⁰ RCW 59.18.200(2)(c)(i) (2024).

¹⁶¹ KCC 12.25.130 (2024).

¹⁶² *Id.* The tenant has fourteen days to pay the rent required by this notice, and after that time the tenant has "up to five court days after a judgement in an eviction proceeding," to pay rent but then the tenant may also have to pay "a late fee, if a late fee is required in the rental agreement and any court costs incurred at the time of payment. Attorneys' fees may also be requested by the landlord and may be awarded to the landlord by a judge." *Id.*

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Seattle law also requires the landlord to provide written notice of the eviction to the tenant.¹⁶³ The notice has to include the reasons for eviction and the supporting facts.¹⁶⁴

Washington law says that it is illegal for a landlord to remove a tenant except under an eviction order.¹⁶⁵ State law also discusses an eviction order being entered when a tenant unlawfully continues on the property after violating the lease or failing to pay rent.¹⁶⁶ Yet, it is unclear how a tenant would unlawfully continue on the property, if they have not been physically evicted yet.¹⁶⁷

King County also makes it unlawful for a landlord to remove a tenant except under a court order.¹⁶⁸ Seattle law explicitly says a landlord may not evict a tenant without a court order.¹⁶⁹

4. Physical Eviction and Storage

Washington and King County laws require the landlord must provide additional notice before a tenant can be physically removed.¹⁷⁰ Washington law outlines the physical eviction process discussed below.

Once the sheriff receives the eviction order, they will serve the tenant and then not seek to physically evict the tenant until three days have passed.¹⁷¹

The landlord must store the tenant's property if the tenant sends the landlord a written request no later than 3 days after service of the eviction order.¹⁷² If the tenant is disabled and the disability prevents the tenant from sending the landlord a written request, then the landlord must store the property, unless the tenant objects in writing.¹⁷³

¹⁶³ SMC 22.205.030 (2024).

¹⁶⁴ *Id.*

¹⁶⁵ RCW 59.18.290(1) and (2) (2024).

¹⁶⁶ RCW 59.18.410(1) (2024).

¹⁶⁷ *Id.*

¹⁶⁸ KCC 12.25.020 (2024).

¹⁶⁹ SMC 22.205.010 (2024).

¹⁷⁰ RCW 59.12.100, 59.18.312, 59.18.390 (2024); KCC 12.25.020 (2024).

¹⁷¹ RCW 59.12.100, 59.18.390 (2024).

¹⁷² RCW 59.18.312(1) (2024).

¹⁷³ *Id.*

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The tenant must pay the actual or reasonable storage costs before they can get their personal property back.¹⁷⁴ Thirty days after notifying the tenant, the landlord may sell the property and then dispose of any property that was not sold.¹⁷⁵ If the landlord decides to sell the tenant's property and the value is above \$250, the landlord must notify the tenant of the sale through the mail or personal delivery to the tenant's last known address.¹⁷⁶

B. Illegal Lockouts

Only the state of Washington has laws regarding Illegal lockouts.¹⁷⁷ In this jurisdiction, illegal lockouts are referred to as: forcible entry and/or unlawful detainer; removing or excluding a tenant except under a court order; and wrongful eviction.¹⁷⁸

Washington prohibits illegal lockouts for both landlords and tenants.¹⁷⁹ In fact, they have applied the same language to both landlord and tenants ("every person"),¹⁸⁰ while providing clear obligations for each. Specifically, it is unlawful for a landlord to remove or exclude a tenant except if there is a court order authorizing it and a landlord who removes a tenant or causes them to be removed is liable for wrongful eviction.¹⁸¹ Additionally, a tenant is liable for illegally lockout a landlord, if the tenant remains on the property after "the expiration of five court days after the entry of the [eviction] judgment [for default in the payment of rent]."¹⁸²

Washington tenant protections include remedies where tenants can seek court costs and actual damages or "the greater of economic and noneconomic damages or [3] times the monthly rent."¹⁸³

¹⁷⁴ RCW 59.18.312(2) (2024).

¹⁷⁵ *Id.* If the value is above \$250, the landlord can sell the tenant's personal papers, family pictures, and keepsakes, but if the value is \$250 or less the landlord cannot sell the tenant's personal papers, family pictures, and keepsakes. *Id.* The sale proceeds may be applied to the storage costs incurred by the landlord. *Id.* "Any excess income derived from the sale of such property shall be held by the landlord for the benefit of the tenant for a period of one year from the date of the sale. If no claim is made or action commenced by the tenant for the recovery of the excess income prior to the expiration of that period of time, then the balance shall be treated as abandoned property and deposited by the landlord with the department of revenue pursuant to chapter 63.30 RCW." *Id.*

¹⁷⁶ RCW 59.18.312(3) (2024). Other requirements for storage including the form used to request storage are found in RCW 59.18.312(5), and (6) (2024).

¹⁷⁷ RCW 59.18.290(1), 59.18.650(4), and 59.18.410 (2025).

¹⁷⁸ RCW 59.18.290(1) & 59.18.650(4) (2025).

¹⁷⁹ RCW 59.18.290(1), 59.18.650(4), and 59.18.410 (2025).

¹⁸⁰ RCW 59.12.010, 59.12.020, & 59.12.030 (2025).

¹⁸¹ RCW 59.18.290(1) & 59.18.650(4) (2025).

¹⁸² RCW 59.18.410(2) (2025).

¹⁸³ RCW 59.18.290(1) & 59.18.650(4) (2025).

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In Washington, a landlord that illegally locks out a tenant is subject to a misdemeanor criminal charge.¹⁸⁴

¹⁸⁴ RCW 59.18.290(1) & 59.12.230 (2025).