Date: \_\_\_\_\_\_\_\_\_\_

Dear\_\_\_\_\_\_\_\_\_\_\_\_,

I am writing because I am unable to pay April 2020 rent due to the COVID-19 state of emergency. I reside in the city of Spokane, Washington at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The city of Spokane has declared state of emergency consistent with the state of Washington and ordered everyone to Stay Home and Stay Healthy. Included in the city emergency order is a moratorium on all residential and commercial evictions. I will delay paying all or part of rent until funding is made available to compensate me for my loss of wages, provide rental assistance or otherwise be made available to help me with my expenses. My priority is to follow health and safety orders to keep myself and my family sheltered and safe to protect all of Spokane especially those with elevated health risks.

The provision of the Spokane Emergency Ordinance restricting evictions is contained below:

By order of the mayor of Spokane and Spokane City Council during the state of emergency

Section 2 Eviction Moratorium:

1. Effective immediately, a moratorium on residential and commercial evictions is hereby ordered to help mitigate the economic and public health disruption caused to workers, businesses and residents in Spokane by the COVID-19 pandemic and to protect the public health, safety and welfare.
2. While this moratorium is in effect, a lessor of residential or commercial real property in the city of Spokane shall not initiate an unlawful detainer action, issue a notice of termination, or otherwise act on any termination notice, including any action or notice related to a residential or commercial rental agreement that has expired or will expire during the effective date of this moratorium, unless the unlawful detainer action or action on a termination notice is due to actions by the tenant constituting an imminent threat of damage to the property or to the health or safety of neighbors, the landlord, commercial lessor, or the tenant’s or landlord’s household members. Further, no late fees or other charges due to late payment of rent shall accrue during the moratorium.

C. Nothing in this ordinance prohibits a commercial lessor or landlord from seeking a no contact and/or exclusion order against any person who presents a significant threat to the health and safety of others or is likely to damage the property.

1. During this moratorium, no late fees, interest or other charges due to late payment of rent shall be charged to tenants of residential housing units located within the city of Spokane.
2. It shall be a defense in any pending eviction or commercial lease termination action that the eviction or termination would occur during the moratorium and is not justified by proven threats to the safety of others or the protection of the property unless the eviction or termination action is due to actions by the tenant constituting an imminent threat to the health or safety of neighbors, the landlord, the commercial lessor, or the tenant’s or landlord’s household members. Given the public health emergency and public safety issues presented by this civil emergency, a court may grant a continuance of a hearing date to allow the eviction or lease termination action to be heard after the moratorium.
3. The moratorium imposed by this Amended Declaration shall be in effect until the end of the Civil Emergency or until April 30, 2020, whichever occurs first.

If the COVID-19 emergency causes a delay in morthgage payments the city of Spokane moratorium also applies to foreclosure actions. I have included that provision for your information here:

Section 3. Moratorium on Foreclosure Actions.

1. From the effective date of this amended declaration until April 30, 2020 or such date as the City Council, by resolution, has extended it, whichever occurs first, a moratorium on is all foreclosure actions, including notices of default, for properties located in the City of Spokane is imposed, except for those foreclosures based on a financial instrument entered into after the signing of this Amended Declaration of Emergency, to help mitigate the economic impact of the COVID-19 pandemic and the resulting widespread business closures and job losses.

1. Nothing in this declaration prevents any mortgage holder from enforcing any contractual obligations, including without limitation late fees, after the conclusion of this moratorium.
2. It shall be a defense in any pending foreclosure action that the foreclosure would occur during the moratorium and is not justified by proven threats to the safety of others or the protection of the property. Given the public health emergency and public safety issues presented by this civil emergency, a court may grant a continuance of a hearing date to allow a foreclosure action to be heard after the moratorium.

Thank you forvyour patience and understanding during this state of emergency. We will get through this together. I will inform you when my circumstances change. Thank you.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_