
SUBSTITUTE HOUSE BILL 2297

State of Washington

52nd Legislature

1992 Regular Session

By House Committee on Housing (originally sponsored by Representatives Fraser, Mitchell, Franklin, Ogden and Nelson)

Read first time 02/07/92.

1 AN ACT Relating to the termination of rental agreements; amending
2 RCW 59.18.075 and 59.18.180; adding new sections to chapter 59.18 RCW;
3 and providing an effective date.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** A new section is added to chapter 59.18 RCW
6 to read as follows:

7 The legislature finds that tenants are sometimes threatened by
8 other tenants with firearms or other deadly weapons. Some landlords
9 refuse to evict those tenants who threaten the well-being of other
10 tenants even after an arrest has been made for the threatening
11 behavior. The legislature also finds that some tenants who hold
12 protective orders are still subjected to threats and acts of domestic
13 violence. These tenants with protective orders must sometimes move
14 quickly so that the person being restrained does not know where they

1 reside. Tenants who move out of dwelling units because they fear for
2 their safety often forfeit their damage deposit and last month's rent
3 because they did not provide the requisite notice to terminate the
4 tenancy. Some tenants remain in unsafe situations because they cannot
5 afford to lose the money held as a deposit by the landlord. It is the
6 intent of the legislature to provide a mechanism for tenants who are
7 threatened to terminate their tenancies without suffering undue
8 economic loss.

9 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18 RCW
10 to read as follows:

11 If a tenant notifies the landlord that he or she, or another tenant
12 who shares that particular dwelling unit has been threatened by another
13 tenant, and:

14 (1) The threat was made with a firearm or other deadly weapon as
15 defined in RCW 9A.04.110; and

16 (2) The tenant who made the threat is arrested as a result of the
17 threatening behavior; and

18 (3) The landlord fails to file an unlawful detainer action against
19 the tenant who threatened another tenant within seven calendar days
20 after receiving notice of the arrest from a law enforcement agency;
21 then the tenant who was threatened may terminate the rental agreement
22 and quit the premises upon written notice to the landlord without
23 further obligation under the rental agreement.

24 A tenant who terminates a rental agreement under this section is
25 discharged from payment of rent for any period following the quitting
26 date, and is entitled to a pro rata refund of any prepaid rent, and
27 shall receive a full and specific statement of the basis for retaining
28 any of the deposit together with any refund due in accordance with RCW
29 59.18.280.

1 Nothing in this section shall be construed to require a landlord to
2 terminate a rental agreement or file an unlawful detainer action.

3 NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18 RCW
4 to read as follows:

5 If a tenant is threatened by the landlord with a firearm or other
6 deadly weapon as defined in RCW 9A.04.110, and the threat leads to an
7 arrest of the landlord, then the tenant may terminate the rental
8 agreement and quit the premises without further obligation under the
9 rental agreement. The tenant is discharged from payment of rent for
10 any period following the quitting date, and is entitled to a prorata
11 refund of any prepaid rent, and shall receive a full and specific
12 statement of the basis for retaining any of the deposit together with
13 any refund due in accordance with RCW 59.18.280.

14 NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18 RCW
15 to read as follows:

16 If a tenant notifies the landlord in writing that:

17 (1) He or she has a valid order for protection under chapter 26.50
18 RCW; and

19 (2) The person to be restrained has violated the order since the
20 tenant occupied the dwelling unit; and

21 (3) The tenant has notified the sheriff of the county or the peace
22 officers of the municipality in which the tenant resides of the
23 violation; and

24 (4) A copy of the order for protection is available for the
25 landlord;

26 then the tenant may terminate the rental agreement and quit the
27 premises without further obligation under the rental agreement. A
28 tenant who terminates a rental agreement under this section is

1 discharged from the payment of rent for any period following the
2 quitting date, and is entitled to a pro rata refund of any prepaid
3 rent, and shall receive a full and specific statement of the basis for
4 retaining any of the deposit together with any refund due in accordance
5 with RCW 59.18.280.

6 **Sec. 5.** RCW 59.18.075 and 1988 c 150 s 11 are each amended to read
7 as follows:

8 (1) Any law enforcement agency which seizes a legend drug pursuant
9 to a violation of chapter 69.41 RCW, a controlled substance pursuant to
10 a violation of chapter 69.50 RCW, or an imitation controlled substance
11 pursuant to a violation of chapter 69.52 RCW, shall make a reasonable
12 attempt to discover the identity of the landlord and shall notify the
13 landlord in writing, at the last address listed in the property tax
14 records and at any other address known to the law enforcement agency,
15 of the seizure and the location of the seizure of the illegal drugs or
16 substances.

17 (2) Any law enforcement agency which arrests a tenant for
18 threatening another tenant with a firearm or other deadly weapon, shall
19 make a reasonable attempt to discover the identity of the landlord and
20 notify the landlord about the arrest in writing, at the last address
21 listed in the property tax records and at any other address known to
22 the law enforcement agency.

23 **Sec. 6.** RCW 59.18.180 and 1988 c 150 s 7 are each amended to read
24 as follows:

25 If the tenant fails to comply with any portion of RCW 59.18.130 or
26 59.18.140, and such noncompliance can substantially affect the health
27 and safety of the tenant or other tenants, or substantially increase
28 the hazards of fire or accident that can be remedied by repair,

1 replacement of a damaged item, or cleaning, the tenant shall comply
2 within thirty days after written notice by the landlord specifying the
3 noncompliance, or, in the case of emergency as promptly as conditions
4 require. If the tenant fails to remedy the noncompliance within that
5 period the landlord may enter the dwelling unit and cause the work to
6 be done and submit an itemized bill of the actual and reasonable cost
7 of repair, to be payable on the next date when periodic rent is due, or
8 on terms mutually agreed to by the landlord and tenant, or immediately
9 if the rental agreement has terminated. Any substantial noncompliance
10 by the tenant of RCW 59.18.130 or 59.18.140 shall constitute a ground
11 for commencing an action in unlawful detainer in accordance with the
12 provisions of chapter 59.12 RCW, and a landlord may commence such
13 action at any time after written notice pursuant to such chapter. The
14 tenant shall have a defense to an unlawful detainer action filed solely
15 on this ground if it is determined at the hearing authorized under the
16 provisions of chapter 59.12 RCW that the tenant is in substantial
17 compliance with the provisions of this section, or if the tenant
18 remedies the noncomplying condition within the thirty day period
19 provided for above or any shorter period determined at the hearing to
20 have been required because of an emergency: PROVIDED, That if the
21 defective condition is remedied after the commencement of an unlawful
22 detainer action, the tenant may be liable to the landlord for statutory
23 costs and reasonable attorney's fees.

24 If drug-related activity is alleged to be a basis for termination
25 of tenancy under RCW 59.18.130(6), 59.12.030(5), or 59.20.140(5), the
26 compliance provisions of this section do not apply and the landlord may
27 proceed directly to an unlawful detainer action.

28 If a tenant threatens another tenant or the landlord with a firearm
29 or other deadly weapon, and the tenant who made the threats is arrested
30 as a result of making the threats, then the compliance provisions of

1 this section do not apply and the landlord may proceed directly to an
2 unlawful detainer action against the tenant who made the threats.

3 A landlord may not be held liable in any cause of action for
4 bringing an unlawful detainer action against a tenant for drug-related
5 or threatening behavior under this section, if the unlawful detainer
6 action was brought in good faith.

7 NEW SECTION. Sec. 7. This act shall take effect June 1, 1992.