
Human Services Committee

SSB 6338

Brief Description: Concerning intermediate tenancies for persons with criminal backgrounds or substance abuse issues.

Sponsors: Senate Committee on Human Services & Corrections (originally sponsored by Senators Regala, Carrell, Hargrove, Shin and Kline).

Brief Summary of Substitute Bill

- Creates a new category of tenancy agreement called an "intermediate tenancy" which is a voluntary agreement entered into between a landlord and eligible tenant to provide a supportive living program for persons with criminal backgrounds or chemical addictions.
- Provides that a person is eligible for an intermediate tenancy if the person was released from a correctional facility or convicted of a crime within the 24 months prior to entering into the agreement or if the person is recovering from an alcohol or drug addiction and participating in a recovery program.
- Provides that intermediate tenancy agreements are governed by the Residential Landlord-Tenant Act unless inconsistent with the provisions of this act.

Hearing Date: 2/22/10

Staff: Linda Merelle (786-7092).

Background:

Residential Landlord-Tenant Act.

The Residential Landlord-Tenant Act (RLTA) governs the relationship between landlords and tenants of residential dwelling units, establishes the duties and liabilities of the parties, and provides procedures for each side to enforce its rights.

Tenant's Duties.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

A tenant's duties include, for example, the duty to keep the premises clean, not intentionally destroy property, maintain smoke detector devices, and not engage in certain activity that is dangerous to others. The landlord may terminate a tenancy if there has been substantial noncompliance with the tenant's duties.

Notice of Noncompliance with Tenant's Duties.

The landlord must give the tenant written notice before termination and, depending upon the circumstances, allow the tenant time to come into compliance. The type of written notice depends on the reason for termination. For example, if the tenant fails to pay rent, the landlord must serve the tenant with a three-day notice to pay or vacate. If the tenant is not complying with an agreement in the lease, the landlord must serve a ten-day notice. If the tenant does not comply and continues to be in possession of the property, the tenant may be guilty of unlawful detainer.

Unlawful Detainer.

An unlawful detainer action is a court procedure to evict a tenant who remains on the rental premises beyond the time the person is required to leave. The landlord must serve the tenant with a summons and complaint, which must designate a specific date by which the tenant must respond. The landlord may also request a show cause hearing directing the tenant to appear in court and show why a writ of restitution (an order directing the sheriff to physically evict the tenant) should not be issued. The court will examine the parties at the show cause hearing and ascertain whether the landlord has the right to be restored to possession of the property. Once a writ of restitution is ordered, the sheriff has a certain amount of time to physically evict the tenant. This process can take 30-60 days to remove a tenant.

Certain living arrangements are exempt from the RLTA. These include residence at an institution, residence in a hotel, and occupancy by an employee whose right to occupy the premises is conditioned on employment.

Criminal Trespass.

A person is guilty of criminal trespass if the person knowingly enters or remains unlawfully in or upon the premises of another. Criminal trespass may be a misdemeanor or gross misdemeanor.

Summary of Bill:

Intermediate Tenancy.

Under this act, an intermediate tenancy is created. The provisions of the RLTA apply to the intermediate tenancy except where such provisions conflict this act. An intermediate tenancy is a voluntary tenancy agreement entered into between a landlord and an eligible tenant to provide a supportive living program for persons who have criminal backgrounds or suffer from addiction and therefore struggle to secure permanent housing. A person is eligible to be an intermediate tenant if the person:

- was released from a correctional facility or convicted of a crime within the past 24 months;
or
- is a recovering alcoholic or drug addict and is participating in a program of recovery.

A dwelling qualifies as an intermediate tenancy if:

- each of the dwelling units in a building is occupied by at least one eligible tenant;
- the term of the tenancy is no more than 24 months;
- each tenant is provided with an intake interview and written intermediate tenancy agreement; and
- the landlord has a supportive living program that includes a structured plan for monitoring residents for compliance with program rules.

The supportive living program must include at least one of the following components:

- a clean and sober environment;
- referral services for mental health counseling, chemical dependency treatment, or personal growth;
- referral for case management services; or
- a group living environment where all residents agree to hold each other accountable.

An intermediate tenancy agreement must be in writing and prohibit the tenant from engaging in any criminal activity. The agreement may include other provisions such as refraining from the use of alcohol, authorizing periodic inspections, or agreeing to take random drug tests at the landlord's expense.

Termination of Intermediate Tenancy Agreement.

A landlord may terminate an intermediate tenancy and require the tenant to vacate within 48 hours of receipt of written notice if the tenant has:

- failed to remain clean and sober;
- engaged in illegal activity;
- engaged in harassment or verbal abuse of staff or other tenants;
- failed to pay amounts within ten days of the due date;
- lost contact with staff for five days or more; or
- been returned to the physical custody of the Department of Corrections.

If the tenant has failed to comply with any other term of the agreement, upon three written violation notices, the tenant must vacate within 48 hours of receipt of notice.

If the tenant fails to vacate the premises within the 48-hour period, the person is may be charged with criminal trespass and the landlord may enlist the cooperation of law enforcement in removing the person without having to obtain a court order or writ of restitution. The landlord must provide law enforcement with a signed written statement attesting to the facts that substantiate the termination of the intermediate tenancy and subsequent allegation of criminal trespass.

Appointed or elected public officials, public employees, public agencies, or units of local governments and their employees are immune from liability for assisting in the removal of a tenant under these provisions.

A landlord must give a written rental reference to a tenant who leaves an intermediate tenancy on good terms.

A landlord who enters into an intermediate tenancy agreement is not liable for civil damages arising from the criminal conduct of the tenant to any greater extent than a regular tenant under the RLTA. The provisions of the RLTA apply to an intermediate tenancy only to the extent that those provisions are not inconsistent with the terms of this chapter. Local regulations and ordinances are preempted to the extent that they conflict with the provisions of this chapter.

Appropriation: None.

Fiscal Note: Not requested.

Effective Date: The bill takes effect 90 days after adjournment of the session in which the bill is passed.