

---

HOUSE BILL 1856

---

State of Washington

61st Legislature

2009 Regular Session

**By** Representatives Kessler, Pedersen, Flannigan, Roberts, Kirby, Nelson, Ormsby, Carlyle, Green, Moeller, Springer, Williams, Appleton, Goodman, Kelley, Maxwell, Rodne, Driscoll, Kenney, Santos, O'Brien, Darneille, and Morrell

Read first time 01/30/09. Referred to Committee on Judiciary.

1 AN ACT Relating to protecting victims of sexual assault, sexual  
2 harassment, and stalking; and amending RCW 59.18.570 and 59.18.575.

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

4 **Sec. 1.** RCW 59.18.570 and 2004 c 17 s 2 are each amended to read  
5 as follows:

6 The definitions in this section apply throughout this section and  
7 RCW 59.18.575 through 59.18.585 unless the context clearly requires  
8 otherwise.

9 (1) "Domestic violence" has the same meaning as set forth in RCW  
10 26.50.010.

11 (2) "Sexual assault" has the same meaning as set forth in RCW  
12 70.125.030.

13 (3) "Stalking" has the same meaning as set forth in RCW 9A.46.110.

14 (4) "Qualified third party" means any of the following people  
15 acting in their official capacity:

16 (a) Law enforcement officers;

17 (b) Persons subject to the provisions of chapter 18.120 RCW;

18 (c) Employees of a court of the state;

1 (d) Licensed mental health professionals or other licensed  
2 counselors;

3 (e) Employees of crime victim/witness programs as defined in RCW  
4 7.69.020 who are trained advocates for the program; and

5 (f) Members of the clergy as defined in RCW 26.44.020.

6 (5) "Household member" means a child or adult residing with the  
7 tenant other than the perpetrator of domestic violence, stalking, or  
8 sexual assault.

9 (6) "Tenant screening service provider" means any nongovernmental  
10 agency that provides, for a fee, background information on prospective  
11 tenants to landlords.

12 (7) "Credit reporting agency" has the same meaning as set forth in  
13 RCW 19.182.010(5).

14 (8) "Sexual harassment" means any sexual advance or request for  
15 sexual favors by a landlord when (a) submission to such conduct by a  
16 tenant or a household member is made either explicitly or implicitly a  
17 term or condition of the tenancy, or (b) submission to or rejection of  
18 such conduct by a tenant or household member is used as the basis for  
19 decisions affecting the tenant. "Sexual harassment" includes, but is  
20 not limited to, any request by a landlord that a tenant or a household  
21 member provide sexual favors in lieu of or in addition to payment of  
22 rent, or as a condition of the landlord performing repairs.

23 (9) "Landlord" has the same meaning as in RCW 59.18.030 and  
24 includes the landlord's employees.

25 **Sec. 2.** RCW 59.18.575 and 2006 c 138 s 27 are each amended to read  
26 as follows:

27 (1)(a) If a tenant notifies the landlord in writing that he or she  
28 or a household member was a victim of an act that constitutes a crime  
29 of domestic violence, sexual assault, or stalking, and either (a)(i) or  
30 (ii) of this subsection applies, then subsection (2) of this section  
31 applies:

32 (i) The tenant or the household member has a valid order for  
33 protection under one or more of the following: Chapter 7.90, 26.50, or  
34 26.26 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040 (2) or (3),  
35 or 26.09.050; or

36 (ii) The tenant or the household member has reported the domestic  
37 violence, sexual assault, or stalking to a qualified third party acting

1 in his or her official capacity and the qualified third party has  
2 provided the tenant or the household member a written record of the  
3 report signed by the qualified third party.

4 (b) When a copy of a valid order for protection or a written record  
5 of a report signed by a qualified third party, as required under (a) of  
6 this subsection, is made available to the landlord, the tenant may  
7 terminate the rental agreement and quit the premises without further  
8 obligation under the rental agreement or under chapter 59.12 RCW.  
9 However, the request to terminate the rental agreement must occur  
10 within ninety days of the reported act, event, or circumstance that  
11 gave rise to the protective order or report to a qualified third party.  
12 A record of the report to a qualified third party that is provided to  
13 the tenant or household member shall consist of a document signed and  
14 dated by the qualified third party stating: (i) That the tenant or the  
15 household member notified him or her that he or she was a victim of an  
16 act or acts that constitute a crime of domestic violence, sexual  
17 assault, or stalking; (ii) the time and date the act or acts occurred;  
18 (iii) the location where the act or acts occurred; (iv) a brief  
19 description of the act or acts of domestic violence, sexual assault, or  
20 stalking; and (v) that the tenant or household member informed him or  
21 her of the name of the alleged perpetrator of the act or acts. The  
22 record of the report provided to the tenant or household member shall  
23 not include the name of the alleged perpetrator of the act or acts of  
24 domestic violence, sexual assault, or stalking. The qualified third  
25 party shall keep a copy of the record of the report and shall note on  
26 the retained copy the name of the alleged perpetrator of the act or  
27 acts of domestic violence, sexual assault, or stalking. The record of  
28 the report to a qualified third party may be accomplished by completion  
29 of a form provided by the qualified third party, in substantially the  
30 following form:

31 .....  
32 [Name of organization, agency, clinic, professional service provider]  
33 I and/or my ..... (household member) am/is a victim of  
34 ... domestic violence as defined by RCW 26.50.010.  
35 ... sexual assault as defined by RCW 70.125.030.  
36 ... stalking as defined by RCW 9A.46.110.

1 Briefly describe the incident of domestic violence, sexual assault, or stalking: .....

2 .....  
3 The incident(s) that I rely on in support of this declaration occurred on the following date(s) and time(s) and at the  
4 following location(s): .....

5 The incident(s) that I rely on in support of this declaration were committed by the following person(s): .....

6 .....  
7 I state under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

8 Dated at ..... (city) .., Washington, this ... day of ....., 20..

9 .....  
10 Signature of Tenant or  
11 Household Member

12 I verify that I have provided to the person whose signature appears above the statutes cited in RCW 59.18.575 and  
13 that the individual was a victim of an act that constitutes a crime of domestic violence, sexual assault, or stalking, and  
14 that the individual informed me of the name of the alleged perpetrator of the act.

15 Dated this ... day of ....., 20..

16 .....  
17 Signature of authorized  
18 officer/employee of  
19 (Organization, agency,  
20 clinic, professional  
21 service provider)

22 (2) A tenant who terminates a rental agreement under this section  
23 is discharged from the payment of rent for any period following the  
24 last day of the month of the quitting date. The tenant shall remain  
25 liable for the rent for the month in which he or she terminated the  
26 rental agreement unless the termination is in accordance with RCW  
27 59.18.200(1). Notwithstanding lease provisions that allow for  
28 forfeiture of a deposit for early termination, a tenant who terminates  
29 under this section is entitled to the return of the full deposit,  
30 subject to RCW 59.18.020 and 59.18.280. Other tenants who are parties  
31 to the rental agreement, except household members who are the victims  
32 of sexual assault, stalking, or domestic violence, are not released  
33 from their obligations under the rental agreement or other obligations  
34 under this chapter.

35 (3)(a) Notwithstanding any other provision under this section, if  
36 a tenant or a household member is a victim of sexual assault, stalking,  
37 or sexual harassment by a landlord, the tenant may terminate the rental  
38 agreement and quit the premises without further obligation under the

1 rental agreement or under chapter 59.12 RCW prior to making a copy of  
2 a valid order for protection or a written record of a report signed by  
3 a qualified third party available to the landlord, provided that:

4 (i) The tenant must make a copy of a valid order for protection or  
5 written record of a report signed by a qualified third party available  
6 to the landlord within seven days of quitting the tenant's dwelling  
7 unit; and

8 (ii) A written record of a report signed by the qualified third  
9 party must be substantially in the form specified under subsection  
10 (1)(b) of this section. The record of the report provided to the  
11 tenant must not include the name of the alleged perpetrator of the act,  
12 but must provide notice that the alleged perpetrator was a person  
13 meeting the definition of the term "landlord" under RCW 59.18.030. On  
14 written request by the landlord, the qualified third party shall  
15 provide the name of the alleged perpetrator of the act to the landlord.

16 (b) A tenant who terminates his or her rental agreement under this  
17 subsection is discharged from the payment of rent for any period  
18 following the quitting date, is entitled to a pro rata refund of any  
19 prepaid rent, and must receive a full and specific statement of the  
20 basis for retaining any of the deposit together with any refund due in  
21 accordance with RCW 59.18.280.

22 (4) If a tenant or a household member is a victim of sexual  
23 assault, stalking, or sexual harassment by a landlord, the tenant may  
24 change or add locks to the tenant's dwelling unit at the tenant's  
25 expense and give a copy of the new key to a qualified third party,  
26 regardless of whether the tenant exercises his or her rights to  
27 terminate the rental agreement under subsection (3) of this section.

28 (a) The exercise of rights to change or add locks under this  
29 subsection does not discharge the tenant from the payment of rent.

30 (b) The tenant may not change any locks to common areas and must  
31 make keys for new locks available to other household members.

32 (c) The tenant must report the sexual assault, stalking, or sexual  
33 harassment to a qualified third party.

34 (d) Within seven days of changing or adding locks, the tenant or  
35 qualified third party must provide the landlord with: (i) A written  
36 notice stating the name, address, and phone number of the third party  
37 holding the key; and (ii) a copy of a valid order for protection or a  
38 written record of a report signed by the qualified third party.

1       (e) The written record of a report signed by the qualified third  
2 party must be substantially in the form specified under subsection  
3 (1)(b) of this section. The record of the report provided to the  
4 tenant must not include the name of the alleged perpetrator of the act,  
5 but must provide notice that the alleged perpetrator was a person  
6 meeting the definition of the term "landlord" under RCW 59.18.030. On  
7 written request by the landlord, the qualified third party shall  
8 provide the name of the alleged perpetrator of the act to the landlord.

9       (f) A landlord may only enter the tenant's dwelling unit if  
10 accompanied by a law enforcement official acting in his or her official  
11 capacity and must comply with RCW 59.18.150. The qualified third party  
12 must give the key to the law enforcement official within three business  
13 days following the landlord's written request. The key must be  
14 returned to the qualified third party within three business days. The  
15 law enforcement official is prohibited from giving the key or a copy of  
16 the key to a landlord. In case of an emergency, a landlord may enter  
17 the tenant's dwelling unit without the tenant's consent only if  
18 accompanied by a law enforcement or fire official acting in his or her  
19 official capacity. If an emergency requires entry into the unit before  
20 it is practicable to obtain a key from the qualified third party, such  
21 force as necessary may be used to enter the unit.

22       (g) Upon vacating the dwelling unit, the tenant or qualified third  
23 party must provide the key and all copies of the key to the landlord.

24       (5) If a tenant or household member is a victim of sexual assault,  
25 stalking, or sexual harassment by a landlord, the tenant may sue the  
26 landlord in any court of competent jurisdiction for relocation  
27 assistance. The relocation assistance may include, but is not limited  
28 to, moving expenses, temporary shelter costs, and a security or damage  
29 deposit.

30       (6) A landlord may not retaliate against a tenant who exercises his  
31 or her rights under this section. Retaliation is a violation of RCW  
32 59.18.240 and 59.18.250.

33       (7) A tenant's remedies under this section do not preempt any other  
34 legal remedy available to the tenant.

35       (8) A landlord shall provide tenants with a written notice of a  
36 tenant's rights under this section. The notice must be in  
37 substantially the following form:

1 "(1) A tenant may terminate the rental agreement immediately if the  
2 tenant or a household member is a victim of:

3 (a) Domestic violence, sexual assault, or stalking; or

4 (b) Sexual harassment by his or her landlord or by the landlord's  
5 employees.

6 (2) A tenant may change or add locks to the tenant's dwelling unit  
7 at the tenant's expense if the tenant or a household member is a victim  
8 of sexual assault, stalking, or sexual harassment by his or her  
9 landlord or by the landlord's employees.

10 (3) There are specific guidelines that must be followed to move or  
11 change your locks. For further information consult RCW 59.18.570  
12 through 59.18.585. You may be able to obtain a community resource list  
13 at the county superior court clerk's office that provides information  
14 about legal assistance programs, sexual assault agencies, and domestic  
15 violence agencies."

16 (9) The provision of verification of a report under subsection  
17 (1)(b) of this section does not waive the confidential or privileged  
18 nature of the communication between a victim of domestic violence,  
19 sexual assault, or stalking with a qualified third party pursuant to  
20 RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence  
21 obtained from such disclosure may be used in any civil, administrative,  
22 or criminal proceeding against the victim unless a written waiver of  
23 applicable evidentiary privilege is obtained, except that the  
24 verification itself, and no other privileged information, under  
25 subsection (1)(b) of this section may be used in civil proceedings  
26 brought under this section.

--- END ---