

2EHB 1645 - S COMM AMD

By Committee on Financial Services, Insurance & Housing

ADOPTED 03/04/2004

1 Strike everything after the enacting clause and insert the  
2 following:

3 "NEW SECTION. **Sec. 1.** The legislature finds and declares that:

4 (1) Domestic violence, sexual assault, and stalking are widespread  
5 societal problems that have devastating effects for individual victims,  
6 their children, and their communities. Victims of violence may be  
7 forced to remain in unsafe situations because they are bound by  
8 residential lease agreements. The legislature finds that the inability  
9 of victims to terminate their rental agreements hinders or prevents  
10 victims from being able to safely flee domestic violence, sexual  
11 assault, or stalking. The legislature further finds that victims of  
12 these crimes who do not have access to safe housing are more likely to  
13 remain in or return to abusive or dangerous situations. Also, the  
14 legislature finds that victims of these crimes are further victimized  
15 when they are unable to obtain or retain rental housing due to their  
16 history as a victim of these crimes. The legislature further finds  
17 that evidence that a prospective tenant has been a victim of domestic  
18 violence, sexual assault, or stalking is not relevant to the decision  
19 whether to rent to that prospective tenant.

20 (2) By this act, the legislature intends to increase safety for  
21 victims of domestic violence, sexual assault, and stalking by removing  
22 barriers to safety and offering protection against discrimination.

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

25 The definitions in this section apply throughout this section and  
26 sections 3 through 5 of this act unless the context clearly requires  
27 otherwise.

28 (1) "Domestic violence" has the same meaning as set forth in RCW  
29 26.50.010.

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

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

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

6 (a) Law enforcement officers;

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

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

9 (d) Licensed mental health professionals or other licensed  
10 counselors;

11 (e) Employees of crime victim/witness programs as defined in RCW  
12 7.69.020 who are trained advocates for the program; and

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

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

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

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

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

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

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

33 (ii) The tenant or the household member has reported the domestic  
34 violence, sexual assault, or stalking to a qualified third party acting  
35 in his or her official capacity and the qualified third party has

1 provided the tenant or the household member a written record of the  
2 report signed by the qualified third party.

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

30 .....  
31 [Name of organization, agency, clinic, professional service provider]  
32 I and/or my ..... (household member) am/is a victim of  
33 ... domestic violence as defined by RCW 26.50.010.  
34 ... sexual assault as defined by RCW 70.125.030.  
35 ... stalking as defined by RCW 9A.46.110.  
36 Briefly describe the incident of domestic violence, sexual assault, or stalking: .....  
37 .....

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

3 The incident(s) that I rely on in support of this declaration were committed by the following person(s): .....  
4 .....

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

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

7 .....  
8 Signature of Tenant or  
9 Household Member

10 I verify that I have provided to the person whose signature appears above the statutes cited in RCW 59.18.---  
11 (section 3 of this act) and that the individual was a victim of an act that constitutes a crime of domestic violence, sexual  
12 assault, or stalking, and that the individual informed me of the name of the alleged perpetrator of the act.

13 Dated this ... day of ....., 20. ..

14 .....  
15 Signature of authorized  
16 officer/employee of  
17 (Organization, agency,  
18 clinic, professional  
19 service provider)

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

33 (3) The provision of verification of a report under subsection  
34 (1)(b) of this section does not waive the confidential or privileged  
35 nature of the communication between a victim of domestic violence,  
36 sexual assault, or stalking with a qualified third party pursuant to  
37 RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence

1 obtained from such disclosure may be used in any civil, administrative,  
2 or criminal proceeding against the victim unless a written waiver of  
3 applicable evidentiary privilege is obtained, except that the  
4 verification itself, and no other privileged information, under  
5 subsection (1)(b) of this section may be used in civil proceedings  
6 brought under this section.

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

9 (1) A landlord may not terminate a tenancy, fail to renew a  
10 tenancy, or refuse to enter into a rental agreement based on the  
11 tenant's or applicant's or a household member's status as a victim of  
12 domestic violence, sexual assault, or stalking, or based on the tenant  
13 or applicant having terminated a rental agreement under section 3 of  
14 this act.

15 (2) A landlord who refuses to enter into a rental agreement in  
16 violation of this section may be liable to the tenant or applicant in  
17 a civil action for damages sustained by the tenant or applicant. The  
18 prevailing party may also recover court costs and reasonable attorneys'  
19 fees.

20 (3) It is a defense to an unlawful detainer action under chapter  
21 59.12 RCW that the action to remove the tenant and recover possession  
22 of the premises is in violation of subsection (1) of this section.

23 (4) This section does not prohibit adverse housing decisions based  
24 upon other lawful factors within the landlord's knowledge.

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

27 (1) A tenant who has obtained a court order from a court of  
28 competent jurisdiction granting him or her possession of a dwelling  
29 unit to the exclusion of one or more cotenants may request that a lock  
30 be replaced or configured for a new key at the tenant's expense. The  
31 landlord shall, if provided a copy of the order, comply with the  
32 request and shall not provide copies of the new keys to the tenant  
33 restrained or excluded by the court's order. This section does not  
34 release a cotenant, other than a household member who is the victim of

1 domestic violence, sexual assault, or stalking, from liability or  
2 obligations under the rental agreement.

3 (2) A landlord who replaces a lock or configures for a new key of  
4 a residential housing unit in accordance with subsection (1) of this  
5 section shall be held harmless from liability for any damages that  
6 result directly from the lock change.

7 NEW SECTION. **Sec. 6.** RCW 59.18.356 (Threatening behavior--  
8 Violation of order for protection--Termination of agreement--Financial  
9 obligations) and 1992 c 38 s 7 are each repealed.

10 NEW SECTION. **Sec. 7.** This act is necessary for the immediate  
11 preservation of the public peace, health, or safety, or support of the  
12 state government and its existing public institutions, and takes effect  
13 immediately."

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14 On page 1, line 2 of the title, after "housing;" strike the  
15 remainder of the title and insert "adding new sections to chapter 59.18  
16 RCW; creating a new section; repealing RCW 59.18.356; and declaring an  
17 emergency."

EFFECT: Corrects an internal cross-reference.

--- END ---