

CERTIFICATION OF ENROLLMENT

ENGROSSED SENATE BILL 5266

65th Legislature
2017 Regular Session

Passed by the Senate April 13, 2017
Yeas 47 Nays 2

President of the Senate

Passed by the House April 11, 2017
Yeas 98 Nays 0

Speaker of the House of Representatives

Approved

Governor of the State of Washington

CERTIFICATE

I, Hunter G. Goodman, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SENATE BILL 5266** as passed by Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

ENGROSSED SENATE BILL 5266

AS AMENDED BY THE HOUSE

Passed Legislature - 2017 Regular Session

State of Washington 65th Legislature 2017 Regular Session

By Senators O'Ban, Pedersen, Angel, and Darneille

Read first time 01/18/17. Referred to Committee on Law & Justice.

1 AN ACT Relating to theft of rental property; amending RCW
2 9A.56.096; and prescribing penalties.

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

4 **Sec. 1.** RCW 9A.56.096 and 2012 c 30 s 1 are each amended to read
5 as follows:

6 (1) A person who, with intent to deprive the owner or owner's
7 agent, wrongfully obtains, or exerts unauthorized control over, or by
8 color or aid of deception gains control of personal property that is
9 rented, leased, or loaned by written agreement to the person, is
10 guilty of theft of rental, leased, lease-purchased, or loaned
11 property.

12 (2)(a) A person is guilty of theft of rental or leased property
13 who, having control of personal property under a written rental or
14 lease agreement, intentionally holds the property beyond the
15 expiration of the rental or lease period without the effective
16 consent of the owner of the property, depriving the owner of the
17 property of its use in further rentals, and fails to return the
18 property within seventy-two hours after receipt of proper notice.

19 (b) As used in this subsection (2), "proper notice" consists of a
20 written demand by the owner or the owner's agent made after the due
21 date of the rental or lease period, mailed by certified or registered

1 mail to the renter or lessee at: (i) The address the renter or lessee
2 gave when the contract was made; or (ii) the renter's or lessee's
3 last known address if later furnished in writing by the renter or
4 lessee or the agent of the renter or lessee.

5 (c) It is not a defense that the person returned the personal
6 property held under a rental or lease agreement if the return was
7 made after the end of the seventy-two hour period following receipt
8 of proper notice and the person fails to pay the applicable rental
9 charge for the property for the time that the person held the
10 personal property.

11 (d) Rental and leased property agreements must contain a warning
12 that failure to return property and pay all outstanding obligations
13 pursuant to the terms of the agreement may result in charges up to
14 and including a gross misdemeanor. For purposes of this subsection,
15 applicable rental charge is determined pursuant to the late return
16 provisions in the written agreement; however, if the written
17 agreement contains no late return provisions, applicable rental
18 charge means a value equal to the terms of the written rental or
19 lease agreement prorated from the due date of the rental or lease
20 period through the receipt of the returned property.

21 (e) This subsection (2) applies only to rental and leased
22 property agreements, and does not apply to lease-purchased property,
23 rent to own property, medical equipment, and motor vehicles.

24 (3) The finder of fact may presume intent to deprive under
25 subsection (1) of this section if the finder of fact finds either of
26 the following:

27 (a) That the person who rented or leased the property failed to
28 return or make arrangements acceptable to the owner of the property
29 or the owner's agent to return the property to the owner or the
30 owner's agent within seventy-two hours after receipt of proper notice
31 following the due date of the rental, lease, lease-purchase, or loan
32 agreement; or

33 (b) That the renter, lessee, or borrower presented identification
34 to the owner or the owner's agent that was materially false,
35 fictitious, or not current with respect to name, address, place of
36 employment, or other appropriate items.

37 ~~((+3))~~ (4) As used in subsection ~~((+2))~~ (3) of this section,
38 "proper notice" consists of a written demand by the owner or the
39 owner's agent made after the due date of the rental, lease, lease-
40 purchase, or loan period, mailed by certified or registered mail to

1 the renter, lessee, or borrower at: (a) The address the renter,
2 lessee, or borrower gave when the contract was made; or (b) the
3 renter, lessee, or borrower's last known address if later furnished
4 in writing by the renter, lessee, borrower, or the agent of the
5 renter, lessee, or borrower.

6 ~~((4))~~ (5) The replacement value of the property obtained must
7 be utilized in determining the amount involved in the theft of
8 rental, leased, lease-purchased, or loaned property.

9 ~~((5))~~ (6)(a) Theft of rental, leased, lease-purchased, or
10 loaned property is a class B felony if the rental, leased, lease-
11 purchased, or loaned property is valued at five thousand dollars or
12 more.

13 (b) Theft of rental, leased, lease-purchased, or loaned property
14 is a class C felony if the rental, leased, lease-purchased, or loaned
15 property is valued at seven hundred fifty dollars or more but less
16 than five thousand dollars.

17 (c) Theft of rental, leased, lease-purchased, or loaned property
18 is a gross misdemeanor if the rental, leased, lease-purchased, or
19 loaned property is valued at less than seven hundred fifty dollars.

20 (d)(i)(A) Theft of rental or leased property under subsection (2)
21 of this section is a gross misdemeanor if the outstanding obligation
22 is valued at seven hundred fifty dollars or more;

23 (B) Theft of rental or leased property under subsection (2) of
24 this section is a misdemeanor if the outstanding obligation is valued
25 at two hundred fifty dollars or more but less than seven hundred
26 fifty dollars;

27 (C) Theft of rental or leased property under subsection (2) of
28 this section is a class 1 civil infraction if the outstanding
29 obligation is valued at fifty dollars or more but less than two
30 hundred fifty dollars.

31 (ii) This subsection (6)(d) applies only to rental and leased
32 property, and does not apply to lease-purchased property, rent to own
33 property, medical equipment, and motor vehicles.

34 ~~((6))~~ (7) The crime of theft of rental, leased, lease-
35 purchased, or loaned property may be deemed to have been committed
36 either at the physical location where the written agreement for the
37 rental, lease, lease-purchase, or loan of the property was executed
38 under subsection (1) of this section, or at the address where proper
39 notice may be mailed to the renter, lessee, or borrower under
40 subsection ~~((3))~~ (4) of this section.

1 (~~(7)~~) (8) This section applies to rental agreements that
2 provide that the renter may return the property any time within the
3 rental period and pay only for the time the renter actually retained
4 the property, in addition to any minimum rental fee, to lease
5 agreements, to lease-purchase agreements as defined under RCW
6 63.19.010, and to vehicles loaned to prospective purchasers borrowing
7 a vehicle by written agreement from a motor vehicle dealer licensed
8 under chapter 46.70 RCW. This section does not apply to rental or
9 leasing of real property under the residential landlord-tenant act,
10 chapter 59.18 RCW.

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