

FINAL BILL REPORT

ESB 5266

FULL VETO

Synopsis as Enacted

Brief Description: Concerning theft of rental or leased property.

Sponsors: Senators O'Ban, Pedersen, Angel and Darneille.

Senate Committee on Law & Justice
House Committee on Judiciary

Background: A person commits the crime of theft of rental, leased, leased-purchased, or loaned personal property where, with intent to deprive the owner, the person uses deception to wrongfully obtain or exert unauthorized control over personal property that is rented, leased, or loaned by written agreement. Intent to deprive the owner is presumed when the person fails to return the property within 72 hours after receipt of proper notice demanding the return of the property, or when the renter presented identification to the owner that was materially false, fictitious, or not current with respect to name, address, place of employment, or other appropriate items.

Proper notice is a written demand for return of the property made by the owner after the due date of the rental, lease, or loan period. The owner must mail the proper notice by certified or registered mail to the person at the address the person gave when the contract was made or the last known address. The replacement value of the property wrongfully obtained must be used in determining the amount involved in the theft of rental, leased, lease-purchased, or loaned property.

Theft of rental, leased, lease-purchased, or loaned property is penalized as follows:

- Class B felony if the property is valued at \$5,000 or more;
- Class C felony if the property is valued at \$750 or more but less than \$5,000; and
- gross misdemeanor if the property is valued at less than \$750.

The crime does not apply to rental or leasing of real property under the Residential Landlord-Tenant Act.

Summary: A person who intentionally holds personal property under a written rental agreement or leased property agreement beyond the expiration period is guilty of theft of rental property. It is not a defense that the person returned the property if the return was made after the end of a 72-hour period following receipt of proper notice and the person fails to pay the applicable rental charge for the property for the time the person held the property.

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.

The new crime of theft of rental property applies only to rental or leased property, and does not apply to lease purchased property, rent to own property, medical equipment, and motor vehicles.

Rental property agreements must contain a warning that failure to return property and pay all outstanding obligations may result in charges up to a gross misdemeanor.

An applicable rental charge is determined by specified late return provisions in the written rental agreement, or where there are no specified provisions, by the rental rate in the agreement prorated from the due date to the receipt of the returned property.

Theft of rental property is a gross misdemeanor if the value of the outstanding obligation is \$750 or more; a misdemeanor if the value of the outstanding obligation is \$250 or more but less than \$750; and a Class 1 civil infraction if the value of the outstanding obligation is \$50 or more but less than \$250.

Votes on Final Passage:

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|--------|----|---|--------------------|
| Senate | 47 | 2 | |
| House | 98 | 0 | (House amended) |
| Senate | 47 | 2 | (Senate concurred) |