

FINAL BILL REPORT

2EHB 1645

C 17 L 04

Synopsis as Enacted

Brief Description: Addressing protection of victims of domestic violence, sexual assault, or stalking in the rental of housing.

Sponsors: By Representatives Kessler, Skinner, Edwards, Lantz, Moeller, Kirby, Kenney, Lovick, O'Brien, Kagi, G. Simpson, McCoy, Cody, Ruderman, Flannigan, Upthegrove, Pettigrew, Clibborn, McDermott, Dickerson, Hudgins, Schual-Berke, Santos, Conway, Sullivan, Morrell and Darneille.

House Committee on Judiciary

Senate Committee on Financial Services, Insurance & Housing

Background:

The Residential Landlord-Tenant Act (RLTA) regulates the relationship between tenants and landlords. The RLTA provides requirements, duties, rights, and remedies with respect to the landlord and tenant relationship.

Generally, a rental agreement will establish a tenancy for a specified period of time or a periodic tenancy (e.g., month to month). A tenancy for a specified time is terminated at the end of the period specified. A periodic tenancy is automatically renewed for another period until terminated by either the landlord or the tenant by giving at least 20 days notice prior to the end of the period.

The RLTA specifies certain circumstances under which a landlord or tenant may terminate a tenancy without further obligation under the agreement. One of these circumstances allows a tenant who is a victim of domestic violence to terminate a rental agreement if the tenant has a valid domestic violence protection order, the person restrained by the order has violated the order, the tenant has notified law enforcement of the violation, and a copy of the order is available for the landlord. This applies only to protection orders issued under the Domestic Violence Prevention Act. The tenant is discharged from the payment of rent for any period following the quitting date and is entitled to a pro rata refund of any prepaid rent.

Summary:

The RLTA is amended to establish new requirements for the termination of a tenancy by a domestic violence victim, to allow a victim of sexual assault or stalking to terminate a tenancy, and to prohibit a landlord from discriminating against a victim of domestic violence, sexual assault, or stalking.

A tenant may terminate a rental agreement without further obligation under the agreement if the tenant or a household member is a victim of a crime of domestic violence, sexual assault, or stalking and if:

- the tenant or household member has a valid order of protection or has reported the domestic violence, sexual assault, or stalking to a "qualified third party" who has provided a written record of the report; and
- the request to terminate was made within 90 days of the reported act or event that led to the protection order or report to a qualified third party.

"Qualified third party" means law enforcement, health professionals, court employees, licensed mental health professionals or counselors, trained advocates for crime victim/witness programs, or clergy.

A written record that a report was made to a qualified third party may be made by a document signed by the third party that includes specified information. In addition, the record of the report may be made by completion of a form that substantially complies with the form set out in the Act. The name of the alleged perpetrator must be provided to the qualified third party, but the perpetrator's name may not be included on the record of the report that is provided to the tenant or household member. However, the qualified third party must retain a copy of the record of a report and must note the name of the alleged perpetrator on the retained copy. Providing a record of a report to a qualified third party does not waive the confidential or privileged nature of the communication to the third party.

A tenant who terminates a rental agreement is liable for payment of rent for the month in which he or she quits the premises but is not responsible for the payment of rent for any future months. In addition, the tenant is entitled to a full refund of the deposit, subject to the conditions in the lease agreement for retaining any portion of the deposit.

A landlord may not terminate a tenancy, fail to renew a tenancy, or refuse to enter into a rental agreement with a person based on that person's or a household member's status as a victim of domestic violence, sexual assault, or stalking or based on the person having previously terminated a rental agreement. A landlord who refuses to enter into a rental agreement under these circumstances may be liable to the tenant in a civil action for damages.

If a tenant provides a landlord with a copy of a court order granting possession of a dwelling unit to the tenant to the exclusion of one or more co-tenants, the landlord must replace or reconfigure the locks on the dwelling if requested by the tenant. The tenant is responsible for the cost of the lock change. The landlord is not liable for any damages that result from the lock change.

Votes on Final Passage:

House	95	0	
Senate	46	0	(Senate amended)
House	94	0	(House concurred)

Effective: March 15, 2004