

FINAL BILL REPORT

SHB 1856

C 395 L 09
Synopsis as Enacted

Brief Description: Providing certain procedures for tenants who are victims of sexual assault, unlawful harassment, and stalking.

Sponsors: House Committee on Judiciary (originally sponsored 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).

House Committee on Judiciary
Senate Committee on Human Services & Corrections

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-tenant relationship.

Early Termination of a Rental Agreement.

The RLTA specifies certain circumstances under which a landlord or tenant may terminate a tenancy without further obligation under the rental or lease agreement. One such circumstance allows a tenant or a household member who is a victim of domestic violence, sexual assault, or stalking to terminate a rental or lease agreement without further obligation under the agreement if: (1) the tenant provides the landlord with written notice that he or she was the victim of one of these acts within 90 days of the reported act or incident; and (2) the tenant provides the landlord with either a valid protection order or a record of report signed by a qualified third party. Qualified third parties include law enforcement officers, certain health professionals, employees of state courts, and licensed mental health professionals or other licensed counselors.

A tenant who terminates a rental or lease agreement as a result of domestic violence, sexual assault, or stalking is entitled to the return of the full deposit notwithstanding rental or lease provisions that allow forfeiture of a deposit for early termination.

Summary:

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.

Early Termination of a Rental Agreement.

A tenant who is a victim of unlawful harassment may terminate a rental or lease agreement without further obligation under the agreement if: (1) the tenant provides the landlord with written notice that he or she was the victim of unlawful harassment within 90 days of the reported act or incident; and (2) the tenant provides the landlord with either a valid protection order or a record of report signed by a qualified third party.

A tenant who is a victim of sexual assault, stalking, or unlawful harassment by a landlord may terminate the rental or lease agreement and is discharged from any further obligations under the agreement when certain conditions are met. A tenant must deliver a copy of a valid protection order or a record of report signed by a qualified third party to the landlord within seven days of quitting the dwelling. The record of the report provided to the landlord must not include the name of the alleged perpetrator. The qualified third party is required to provide the name of the alleged perpetrator to the landlord, upon written request, if the alleged perpetrator meets the definition of landlord. Landlord is defined to include a landlord's employees.

Unlawful harassment is defined as acts that fall within the meaning of unlawful harassment set forth in the criminal code. Unlawful harassment also includes any request for sexual favors made to a tenant or household member in return for a change in or performance of any or all terms of a lease or rental agreement.

A tenant who terminates a rental agreement under these provisions is entitled to a pro rata refund of any prepaid rent and a specific statement explaining the basis for the withholding of any portion of the deposit.

Changing or Adding Locks.

A tenant who is the victim of sexual assault, stalking, or unlawful harassment by a landlord is permitted to change or add locks to the tenant's dwelling at the tenant's expense if, within seven days of changing or adding locks to the dwelling, the tenant delivers written notice of the lock change and a copy of the protection order or record of report to the landlord. If the tenant changes or adds locks to the dwelling, the rental agreement will terminate on the 90th day following the notice of the lock change being provided to the landlord, unless the tenant notifies the landlord within 60 days of such notice that he or she is terminating or does not wish to terminate the rental agreement. The tenant is required to provide a copy of the dwelling's key to the owner when the perpetrator has been identified by the qualified third party, is no longer an employee or agent of the landlord or owner, and does not reside on the property.

Landlord Access to Dwelling.

In the case of an emergency, a landlord is permitted to enter the tenant's dwelling if accompanied by a law enforcement or fire official. In the case of a non-emergency, the tenant is required to make arrangements to allow the landlord access to the dwelling if the landlord complies with right-of-entry laws established under the RLTA and provides the

tenant with specific notice indicating the date and time the landlord intends to enter the dwelling.

Votes on Final Passage:

House	95	0	
Senate	45	0	(Senate amended)
House	92	0	(House concurred)

Effective: July 26, 2009