

---

**SUBSTITUTE SENATE BILL 5833**

---

**State of Washington**

**61st Legislature**

**2009 Regular Session**

**By** Senate Human Services & Corrections (originally sponsored by Senators Regala, Kohl-Welles, Hargrove, and McDermott)

READ FIRST TIME 02/25/09.

1       AN ACT Relating to protecting victims of sexual assault, unlawful  
2 harassment, and stalking; and amending RCW 59.18.570 and 59.18.575.

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

4       **Sec. 1.** RCW 59.18.570 and 2004 c 17 s 2 are each amended to read  
5 as follows:

6       The definitions in this section apply throughout this section and  
7 RCW 59.18.575 through 59.18.585 unless the context clearly requires  
8 otherwise.

9       (1) "Domestic violence" has the same meaning as set forth in RCW  
10 26.50.010.

11       (2) "Sexual assault" has the same meaning as set forth in RCW  
12 70.125.030.

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

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

16       (a) Law enforcement officers;

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

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

1 (d) Licensed mental health professionals or other licensed  
2 counselors;

3 (e) Employees of crime victim/witness programs as defined in RCW  
4 7.69.020 who are trained advocates for the program; and

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

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

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

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

14 (8) "Unlawful harassment" has the same meaning as in RCW 10.14.020  
15 and also includes any request for sexual favors to a tenant or  
16 household member in return for a change in or performance of any or all  
17 terms of a lease or rental agreement.

18 (9) "Landlord" has the same meaning as in RCW 59.18.030 and  
19 includes the landlord's employees.

20 **Sec. 2.** RCW 59.18.575 and 2006 c 138 s 27 are each amended to read  
21 as follows:

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

27 (i) The tenant or the household member has a valid order for  
28 protection under one or more of the following: Chapter 7.90, 26.50, or  
29 26.26 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040 (2) or (3),  
30 or 26.09.050; or

31 (ii) The tenant or the household member has reported the domestic  
32 violence, sexual assault, unlawful harassment, or stalking to a  
33 qualified third party acting in his or her official capacity and the  
34 qualified third party has provided the tenant or the household member  
35 a written record of the report signed by the qualified third party.

36 (b) When a copy of a valid order for protection or a written record  
37 of a report signed by a qualified third party, as required under (a) of

1 this subsection, is made available to the landlord, the tenant may  
2 terminate the rental agreement and quit the premises without further  
3 obligation under the rental agreement or under chapter ((59.12)) 59.18  
4 RCW. However, the request to terminate the rental agreement must occur  
5 within ninety days of the reported act, event, or circumstance that  
6 gave rise to the protective order or report to a qualified third party.  
7 A record of the report to a qualified third party that is provided to  
8 the tenant or household member shall consist of a document signed and  
9 dated by the qualified third party stating: (i) That the tenant or the  
10 household member notified him or her that he or she was a victim of an  
11 act or acts that constitute a crime of domestic violence, sexual  
12 assault, unlawful harassment, or stalking; (ii) the time and date the  
13 act or acts occurred; (iii) the location where the act or acts  
14 occurred; (iv) a brief description of the act or acts of domestic  
15 violence, sexual assault, unlawful harassment, or stalking; and (v)  
16 that the tenant or household member informed him or her of the name of  
17 the alleged perpetrator of the act or acts. The record of the report  
18 provided to the tenant or household member shall not include the name  
19 of the alleged perpetrator of the act or acts of domestic violence,  
20 sexual assault, unlawful harassment, or stalking. The qualified third  
21 party shall keep a copy of the record of the report and shall note on  
22 the retained copy the name of the alleged perpetrator of the act or  
23 acts of domestic violence, sexual assault, unlawful harassment, or  
24 stalking. The record of the report to a qualified third party may be  
25 accomplished by completion of a form provided by the qualified third  
26 party, in substantially the following form:

27 .....  
28 [Name of organization, agency, clinic, professional service provider]  
29 I and/or my ..... (household member) am/is a victim of  
30 ... domestic violence as defined by RCW 26.50.010.  
31 ... sexual assault as defined by RCW 70.125.030.  
32 ... stalking as defined by RCW 9A.46.110.  
33 ... unlawful harassment as defined by RCW 59.18.570.  
34 Briefly describe the incident of domestic violence, sexual assault, unlawful harassment, or stalking: .....  
35 .....  
36 The incident(s) that I rely on in support of this declaration occurred on the following date(s) and time(s) and at the  
37 following location(s): .....

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

2 .....

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

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

5 .....

6 Signature of Tenant or

7 Household Member

8 I verify that I have provided to the person whose signature appears above the statutes cited in RCW 59.18.575 and

9 that the individual was a victim of an act that constitutes a crime of domestic violence, sexual assault, unlawful

10 harassment, or stalking, and that the individual informed me of the name of the alleged perpetrator of the act.

11 Dated this ... day of ....., 20. ..

12 .....

13 Signature of authorized

14 officer/employee of

15 (Organization, agency,

16 clinic, professional

17 service provider)

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

31 (3)(a) Notwithstanding any other provision under this section, if  
32 a tenant or a household member is a victim of sexual assault, stalking,  
33 or unlawful harassment by a landlord, the tenant may terminate the  
34 rental agreement and quit the premises without further obligation under  
35 the rental agreement or under this chapter prior to making a copy of a  
36 valid order for protection or a written record of a report signed by a  
37 qualified third party available to the landlord, provided that:

1       (i) The tenant must deliver a copy of a valid order for protection  
2 or written record of a report signed by a qualified third party to the  
3 landlord by mail, fax, or personal delivery by a third party within  
4 seven days of quitting the tenant's dwelling unit; and

5       (ii) A written record of a report signed by the qualified third  
6 party must be substantially in the form specified under subsection  
7 (1)(b) of this section. The record of the report provided to the  
8 landlord must not include the name of the alleged perpetrator of the  
9 act. On written request by the landlord, the qualified third party  
10 shall, within seven days, provide the name of the alleged perpetrator  
11 of the act to the landlord only if the alleged perpetrator was a person  
12 meeting the definition of the term "landlord" under RCW 59.18.570.

13       (b) A tenant who terminates his or her rental agreement under this  
14 subsection is discharged from the payment of rent for any period  
15 following the latter of: (i) The date the tenant vacates the unit; or  
16 (ii) the date the record of the report of the qualified third party and  
17 the written notice that the tenant has vacated are delivered to the  
18 landlord by mail, fax, or personal delivery by a third party. The  
19 tenant is entitled to a pro rata refund of any prepaid rent and must  
20 receive a full and specific statement of the basis for retaining any of  
21 the deposit together with any refund due in accordance with RCW  
22 59.18.280.

23       (4) If a tenant or a household member is a victim of sexual  
24 assault, stalking, or unlawful harassment by a landlord, the tenant may  
25 change or add locks to the tenant's dwelling unit at the tenant's  
26 expense. If a tenant exercises his or her rights to change or add  
27 locks, the following rules apply:

28       (a) Within seven days of changing or adding locks, the tenant must  
29 deliver to the landlord by mail, fax, or personal delivery by a third  
30 party: (i) Written notice that the tenant has changed or added locks;  
31 and (ii) a copy of a valid order for protection or a written record of  
32 a report signed by a qualified third party. A written record of a  
33 report signed by a qualified third party must be substantially in the  
34 form specified under subsection (1)(b) of this section. The record of  
35 the report provided to the landlord must not include the name of the  
36 alleged perpetrator of the act. On written request by the landlord,  
37 the qualified third party shall, within seven days, provide the name of

1 the alleged perpetrator to the landlord only if the alleged perpetrator  
2 was a person meeting the definition of the term "landlord" under RCW  
3 59.18.570.

4 (b) After the tenant provides notice to the landlord that the  
5 tenant has changed or added locks, the tenant's rental agreement shall  
6 terminate on the ninetieth day after providing the notice, unless:

7 (i) Within sixty days of providing notice that the tenant has  
8 changed or added locks, the tenant notifies the landlord in writing  
9 that the tenant does not wish to terminate his or her rental agreement.  
10 If the perpetrator has been identified by the qualified third party and  
11 is no longer an employee or agent of the landlord or owner and does not  
12 reside at the property, the tenant shall provide the owner or owner's  
13 designated agent with a copy of the key to the new locks at the same  
14 time as providing notice that the tenant does not wish to terminate his  
15 or her rental agreement. A tenant who has a valid protection,  
16 antiharassment, or other protective order against the owner of the  
17 premises or against an employee or agent of the landlord or owner is  
18 not required to provide a key to the new locks until the protective  
19 order expires or the tenant vacates; or

20 (ii) The tenant exercises his or her rights to terminate the rental  
21 agreement under subsection (3) of this section within sixty days of  
22 providing notice that the tenant has changed or added locks.

23 (c) After a landlord receives notice that a tenant has changed or  
24 added locks to his or her dwelling unit under (a) of this subsection,  
25 the landlord may not enter the tenant's dwelling unit except as  
26 follows:

27 (i) In the case of an emergency, the landlord may enter the unit if  
28 accompanied by a law enforcement or fire official acting in his or her  
29 official capacity. If the landlord reasonably concludes that the  
30 circumstances require immediate entry into the unit, the landlord may,  
31 after notifying emergency services, use such force as necessary to  
32 enter the unit if the tenant is not present; or

33 (ii) The landlord complies with the requirements of RCW 59.18.150  
34 and clearly specifies in writing the time and date that the landlord  
35 intends to enter the unit and the purpose for entering the unit. The  
36 tenant must make arrangements to permit access by the landlord.

37 (d) The exercise of rights to change or add locks under this

1 subsection does not discharge the tenant from the payment of rent until  
2 the rental agreement is terminated and the tenant vacates the unit.

3 (e) The tenant may not change any locks to common areas and must  
4 make keys for new locks available to other household members.

5 (f) Upon vacating the dwelling unit, the tenant must deliver the  
6 key and all copies of the key to the landlord by mail or personal  
7 delivery by a third party.

8 (5) A tenant's remedies under this section do not preempt any other  
9 legal remedy available to the tenant.

10 (6) The provision of verification of a report under subsection  
11 (1)(b) of this section does not waive the confidential or privileged  
12 nature of the communication between a victim of domestic violence,  
13 sexual assault, or stalking with a qualified third party pursuant to  
14 RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence  
15 obtained from such disclosure may be used in any civil, administrative,  
16 or criminal proceeding against the victim unless a written waiver of  
17 applicable evidentiary privilege is obtained, except that the  
18 verification itself, and no other privileged information, under  
19 subsection (1)(b) of this section may be used in civil proceedings  
20 brought under this section.

--- END ---