

HOUSE BILL REPORT

ESHB 1647

As Passed House:
March 4, 2013

Title: An act relating to landlord responsibilities regarding keys to leased premises.

Brief Description: Requiring landlords to maintain and safeguard keys to dwelling units.

Sponsors: House Committee on Judiciary (originally sponsored by Representatives Tarleton, Haler, Riccelli, Maxwell, Sawyer, Scott, Bergquist, Farrell, Morrell, Jinkins, Roberts and Pollet).

Brief History:

Committee Activity:

Judiciary: 2/14/13, 2/19/13 [DPS].

Floor Activity:

Passed House: 3/4/13, 98-0.

Brief Summary of Engrossed Substitute Bill

- Requires residential landlords to maintain and safeguard with reasonable care any master key or duplicate keys to the dwelling unit.

HOUSE COMMITTEE ON JUDICIARY

Majority Report: The substitute bill be substituted therefor and the substitute bill do pass. Signed by 13 members: Representatives Pedersen, Chair; Hansen, Vice Chair; Rodne, Ranking Minority Member; O'Ban, Assistant Ranking Minority Member; Goodman, Hope, Jinkins, Kirby, Klippert, Nealey, Orwall, Roberts and Shea.

Staff: Cece Clynch (786-7195).

Background:

The Residential Landlord-Tenant Act (RLTA) regulates the creation of residential tenancies and the relationship between landlords and tenants of residential dwelling units. The RLTA establishes rights and duties of both tenants and landlords, procedures for the parties to enforce their rights, and remedies for violations of the RLTA.

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.

There are a few provisions in the RLTA that speak directly to duties related to locks and keys:

- Landlords are specifically required to provide reasonably adequate locks and furnish keys to the tenant.
- Under some circumstances, if the landlord fails to carry out statutory repair duties, the tenant is authorized to contract for the repairs. If the tenant does so, the tenant is specifically required to promptly provide the landlord with a key to any new or replaced locks.
- If a tenant is a victim of sexual assault, stalking, or unlawful harassment, there are provisions that allow the tenant to change or add locks at his or her own expense. The tenant must provide the landlord with a copy of the key to the new locks, unless the tenant has a valid protection order against the owner of the premises or an employee or agent of the landlord or owner, in which case the requirement to supply a key takes effect at such time as the protective order expires or the tenant vacates the premises.
- In the event that a tenant obtains a court order granting him or her possession of a dwelling unit to the exclusion of another cotenant, and furnishes the order to the landlord with a request for a lock change or reconfiguration at the tenant's expense, the landlord must comply with the request and is prohibited from providing copies of the new key to the cotenant restrained or excluded. A landlord that replaces or reconfigures the lock, is held harmless from liability for any damages that result directly from the lock change.

Summary of Engrossed Substitute Bill:

Landlords are required to maintain and safeguard with reasonable care any master key or duplicate keys to the dwelling unit.

Appropriation: None.

Fiscal Note: Not requested.

Effective Date: The bill takes effect 90 days after adjournment of the session in which the bill is passed.

Staff Summary of Public Testimony:

(In support) This bill is about keeping people safe. People are entitled to be safe inside their apartments. This bill requires landlords to use utmost care in safeguarding master keys and duplicate keys. "Utmost" means the highest degree of care. Other statutes require persons to use the highest degree of care, such as statutes addressing bus drivers and partners and personal representatives in probate matters. Landlords, too, should have an enhanced duty of care. If different language is chosen, choose language that honors the intent to protect safety and peace of mind. The standard must be higher than reasonable or due care. People assume that duplicate and master keys to their apartments cannot be accessed. This is a good, prudent bill that will help make that so. The concept for this bill arises out of a tragic situation that occurred in Richland on December 5, 2009, when a landlord failed to safeguard the keys, a maintenance man accessed those keys, entered a woman's apartment, and raped

and assaulted her. This crime was of such a horrific nature, that the police treated it as close to a murder investigation as possible. A deoxyribonucleic acid (DNA) hit led to the maintenance man. Today, the maintenance man is in prison and the victim's civil case against the landlord has been resolved. But, this cannot be allowed to happen to others. The victim in this case was not able to add locks to her apartment without supplying a duplicate copy to the landlord. Currently, no statute addresses this situation and there is no clear common law standard with respect to the landlord's duty of care. In fact, the landlord at summary judgment argued that there was no duty. The judge openly said that it was shocking to find there was no duty spelled out in statute. This bill requires that utmost care be taken but it does not try to dictate the particularities, allowing landlords to tailor their actions to their situation. It is right that landlords keep duplicate keys to the dwelling units. Most landlords have good policies with respect to keys but, at the ground level, they are not being followed. It is likely that many crimes occur because bad people are able to access master and duplicate keys. There is, of course, an impact on the victims but there is also a financial impact on society and the criminal justice system. A somewhat similar case occurred in Texas. That state now has a statute that allows the tenant to install a lock and not give a copy of the key to the landlord.

(With concerns) There is concern with the higher standard of utmost care. A reasonable care standard is acceptable.

(Opposed) Elsewhere in the statute, there is imposed a reasonable care standard. For instance, landlords are required to provide reasonably adequate locks, which would seem to presuppose that the keys are kept reasonably secure. It would not be wrong to put a reasonable duty of care to safeguard keys in statute. The common law duty of reasonable care will secure and protect keys. With multiple units, situations arise in which persons in addition to the owner or manager need to access keys. For instance, realtors and the local housing authority may require keys. And, tenants frequently make multiple keys to their own units, as evidenced by the number of keys that are turned in to a manager or landlord when a tenant moves out. Do not put all of the onus on landlords for the fact that there are bad people. From a landlord's perspective, there might be a problem with the approach taken in Texas so that one would want to take a look at it. There are situations in which landlords need to access a tenant's unit. If a landlord could not obtain access because the tenant did not provide a key, there is a question as to whether there would be liability on the part of a tenant if, because the landlord could not access the unit during an emergency, the unit was destroyed. "Commercially reasonable" seems like a good standard that would allow differentiation between what might be done by landlords with 500 units versus those with just 3 units. "Dwelling unit" would probably be a better term to use than "leased premises."

Persons Testifying: (In support) Representative Tarleton, prime sponsor; Representative Haler; Kristina McKennon, Flynn Merriman McKennon; Dana Widrig; and Terry Bloor, Benton County Prosecutor's Office.

(With concerns) Chester Baldwin, Washington Apartment Association.

(Opposed) Joe Puckett, Washington Multi Housing Association; and Tim Seth, Washington Landlord Association.

Persons Signed In To Testify But Not Testifying: None.