

HOUSE BILL REPORT

ESSB 5986

*As Reported By House Committee on:
Housing*

Title: An act relating to tenant duties under the landlord-tenant act.

Brief Description: Expanding the duties of tenants under the landlord-tenant act.

Sponsor(s): Senate Committee on Law & Justice (originally sponsored by Senators Wojahn, Newhouse and Rasmussen).

Brief History:

Reported by House Committee on:
Housing, February 28, 1992, DPA.

**HOUSE COMMITTEE ON
HOUSING**

Majority Report: *Do pass as amended.* Signed by 7 members: Representatives Nelson, Chair; Franklin, Vice Chair; Mitchell, Ranking Minority Member; Winsley, Assistant Ranking Minority Member; Leonard; Ogden; and Wineberry.

Staff: Bill Lynch (786-7092).

Background:

The Residential Landlord-Tenant Act lists the statutory obligations of a tenant. These include the duty to pay rent, provide sufficient notice before terminating the tenancy, pay the costs for moving and storing his or her personal property under certain circumstances, and not create a nuisance or common waste.

Either a landlord or a tenant may terminate a rental agreement when the rent is payable on a month-to-month or other periodic basis by giving the other party 20 days written notice. When a tenant gives less than the requisite 20 days notice, the tenant often forfeits his or her damage deposit and last month's rent. It has been suggested that a mechanism should be established so that tenants who terminate the rental agreement with less than the requisite 20 days notice because they feel threatened, can remain eligible to recover their damage deposits and last month's rent.

A landlord can take possession of any of the tenant's property found on the premises after the tenant has abandoned the premises. The landlord can recover reasonable costs for moving and storing the tenant's property after an abandonment of the premises. There is no similar process in statute for when the tenant has left property behind after an eviction.

Although a tenant is prohibited from creating a nuisance or waste upon the premises, there is no specific authority for a landlord to immediately file an unlawful detainer action against a tenant who imminently threatens the safety of other people on the premises. There is also no private nuisance action that a neighborhood can take to stop a person who unlawfully uses a firearm if a landlord chooses not to evict that person.

Summary of Amended Bill:

A tenant can terminate a rental agreement and leave the premises and remain eligible for recovering his or her damage deposit and last month's rent if:

(1) A tenant has a valid protective order which has been violated by the person to be restrained since the tenant occupied the dwelling unit; and the tenant has notified law enforcement officials about the violation; and a copy of the protective order is available to the landlord.

(2) A tenant, or another tenant who shares a particular dwelling unit, has been threatened by another tenant with a firearm or deadly weapon, which resulted in an arrest; and the landlord fails to file an unlawful detainer action against the tenant who made the threats within seven days after receiving notice of the arrest. A tenant can also terminate the rental agreement if the landlord has threatened the tenant with a firearm or other deadly weapon.

Tenants are specifically prohibited from engaging in any activity at the rental premises that is imminently hazardous to the physical safety of other persons on the premises and which entails physical assaults on others or the unlawful use of a firearm or other deadly weapon.

A landlord is not required to evict a tenant who threatens other tenants. A landlord may, however, proceed directly to an unlawful detainer action against any tenant who is arrested for creating an imminent hazard to the physical safety of other persons on the premises. A landlord may not be held liable for bringing an unlawful detainer action

against a tenant for creating such an imminent hazard if the action is filed in good faith.

A law enforcement agency which arrests a tenant for threatening another tenant with a firearm or other deadly weapon, or for some other unlawful use of a firearm, or for physically assaulting another person on the rental premises, must make a reasonable attempt to identify and notify the landlord about the arrest in writing. The notification must be sent to the last address listed in the property tax records and at any other address known to the law enforcement agency.

A process is established for allowing a landlord to recover the costs of moving and storing a tenant's property that is left behind after an eviction.

The unlawful use of a firearm or other deadly weapon by a person in, or adjacent to his or her dwelling, that imminently threatens the physical safety of others in the adjacent area is a nuisance and can be abated.

Amended Bill Compared to Engrossed Substitute Bill: The additional tenant duty to refrain from activities that endanger the premises or any other neighboring premises or persons, is changed to the duty to refrain from activities that are imminently hazardous to the physical safety of other persons on the premises. Language is added to allow tenants who are threatened to terminate their tenancy and still remain eligible to receive their damage deposit and last month's rent. Landlords may recover their costs for moving and storing a tenant's property left behind after an eviction. The moral nuisance for engaging in threatening activity is changed to a private nuisance.

Fiscal Note: Not requested.

Effective Date of Amended Bill: The bill takes effect June 1, 1992.

Testimony For: People should be able to feel safe in their homes and neighborhood. Additional procedures should be developed to encourage landlords to evict people who threaten others.

Testimony Against: No testimony against amended bill.

Witnesses: Senator Wojahn, prime sponsor; Moe Wear, Charles Potter, and Bill Howard, Pierce County Safe Streets Campaign (support); Rick Slunaker, Yakima Valley Rental Association (supports amendments); Bruce Neas, Puget Sound Legal Assistance Foundation (supports amendments); and Arnold Fox,

WA Apartment Owners' Association (supports amendments).