

HOUSE BILL REPORT

2EHB 1645

As Passed House:

February 10, 2004

Title: An act relating to protection of victims of domestic violence, sexual assault, or stalking in the rental of housing.

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, Uptegrove, Pettigrew, Clibborn, McDermott, Dickerson, Hudgins, Schual-Berke, Santos, Conway, Sullivan, Morrell and Darneille.

Brief History:

Committee Activity:

Judiciary: 2/14/03, 2/25/03 [DP].

Floor Activity:

Passed House: 3/15/03, 94-0.

Floor Activity:

Passed House: 2/10/04, 95-0.

Brief Summary of Second Engrossed Bill

- Allows a victim of domestic violence, sexual assault or stalking to terminate a rental agreement without further obligation under the agreement under certain circumstances.
- Prohibits a landlord from terminating a tenancy, failing to renew a tenancy, or refusing to enter into a rental agreement with a person who is a victim of domestic violence, sexual assault or stalking.

HOUSE COMMITTEE ON JUDICIARY

Majority Report: Do pass. Signed by 9 members: Representatives Lantz, Chair; Moeller, Vice Chair; Carrell, Ranking Minority Member; McMahan, Assistant Ranking Minority Member; Campbell, Flannigan, Kirby, Lovick and Newhouse.

Staff: Edie Adams (786-7180).

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 of Second Engrossed Bill:

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 protective 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 him or her 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.

Appropriation: None.

Fiscal Note: Not Requested.

Effective Date: The bill contains an emergency clause and takes effect immediately.

Testimony For: Housing is one of the biggest barriers for victims of domestic violence, sexual assault and stalking who are trying to escape abuse. Victims need the ability to terminate a lease so that they can get out of an abusive situation and move to another location to escape the perpetrator. Many victims of sexual assault move as a result of their victimization.

The practice of screening a victim out of a tenancy just because of his or her status as a victim is like victimizing the victim all over again. This practice needs to be prohibited

because victims need to have the ability to get shelter and provide for their safety and the safety of their children. Having a protection order is not indicative of abuse because victims who have a protection order are 80 percent less likely to suffer future abuse. Victims should not have to make the choice between protecting themselves and having housing; they should be able to have both.

This bill is in the best interests of both landlords and tenants who are victims. The bill does not affect the current nuisance or quiet enjoyment remedies of a landlord.

(With concerns) There is some concern with the breadth of the definition of "qualified third party" and with the restrictions on information that screening companies may provide to landlords. The bill should specifically state that landlords and tenants have the ability to exercise other rights under the Landlord-Tenant Act.

Testimony Against: Landlords want all of their tenants to be safe and happy. Landlords need to have pertinent information about everybody to protect other tenants and their property and quiet enjoyment. The bill creates a new special class of people who don't have to follow the rules. It is based only on self-reporting. Now anyone can say I am a victim and then get out of a lease. There are already too many protections in the law for victims. This bill opens the door and could impact other types of contracts such as for cars or mortgages.

Testified: (In support) Representative Kessler, prime sponsor; Pamela Crone, Northwest Women's Law Center; Suzanne Brown, Washington Coalition of Sexual Assault Programs; Ron Newbry, Yakima Valley Landlords Association; Grace Huang, Washington State Coalition Against Domestic Violence; Nick Federicci, Washington Low-Income Housing; Contance Raney; and Kendra Tupou.

(With concerns) John Woodring and Patty VanDenBroek, Rental Housing Association.

(Opposed) Carol Williams, Washington Apartment Association; and Lisa Scott, Taking Action Against Bias in the System.