

HOUSE BILL REPORT

HB 1645

As Reported by House Committee On:
Judiciary

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: Representatives Kessler, Skinner, Edwards, Lantz, Moeller, Kirby, Kenney, Lovick, O'Brien, Kagi, Simpson, McCoy, Cody, Ruderman, Flannigan, Upthegrove, 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].

Brief Summary of 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.
- Prohibits a tenant screening company or credit reporting agency from reporting to a landlord that a prospective tenant or household member is a victim of domestic violence, sexual assault or stalking, or is protected by a protection order.

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.

The Consumer Protection Act (Act) prohibits unfair methods of competition and unfair or deceptive practices in commerce. The Act may be enforced by private legal action, or through a civil action brought by the Attorney General. A court may award private individuals injured by an unfair or deceptive practice actual damages, court costs, and additional damages up to triple the actual damages amount. In addition, a court may enjoin a business from conducting further unfair practices. The Act is enforced by the Consumer Protection Division of the Attorney General's office.

Summary of 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 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;" 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, clergy, attorneys, social workers, licensed mental health professionals or counselors, or advocates for victims of domestic violence, sexual assault or stalking.

Verification that a report was made to a qualified third party may be made by a document signed by the third party. In addition, verification may be made by completion of a form that substantially complies with the form set out in the Act. Providing a verification 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 terminates the agreement 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.

A tenant screening service provider or credit reporting agency may not report to a landlord that a prospective tenant or household member is a victim of domestic violence, sexual assault or stalking, and/or is protected by a protection order. An agency that violates this prohibition may be liable in a civil action for damages. A violation of this prohibition is an unfair or deceptive practice and an unfair method of competition for purposes of applying the Consumer Protection Act.

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.