

SHB 1856 - S COMM AMD

By Committee on Human Services & Corrections

ADOPTED 04/07/2009

1 Strike everything after the enacting clause and insert the  
2 following:

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

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

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

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

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

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

15 (a) Law enforcement officers;

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

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

18 (d) Licensed mental health professionals or other licensed  
19 counselors;

20 (e) Employees of crime victim/witness programs as defined in RCW  
21 7.69.020 who are trained advocates for the program; and

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

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

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

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

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

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

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

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

14       (i) The tenant or the household member has a valid order for  
15 protection under one or more of the following: Chapter 7.90, 26.50, or  
16 26.26 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040 (2) or (3),  
17 or 26.09.050; or

18       (ii) The tenant or the household member has reported the domestic  
19 violence, sexual assault, unlawful harassment, or stalking to a  
20 qualified third party acting in his or her official capacity and the  
21 qualified third party has provided the tenant or the household member  
22 a written record of the report signed by the qualified third party.

23       (b) When a copy of a valid order for protection or a written record  
24 of a report signed by a qualified third party, as required under (a) of  
25 this subsection, is made available to the landlord, the tenant may  
26 terminate the rental agreement and quit the premises without further  
27 obligation under the rental agreement or under chapter (~~59.12~~) 59.18  
28 RCW. However, the request to terminate the rental agreement must occur  
29 within ninety days of the reported act, event, or circumstance that  
30 gave rise to the protective order or report to a qualified third party.  
31 A record of the report to a qualified third party that is provided to  
32 the tenant or household member shall consist of a document signed and  
33 dated by the qualified third party stating: (i) That the tenant or the  
34 household member notified him or her that he or she was a victim of an  
35 act or acts that constitute a crime of domestic violence, sexual  
36 assault, unlawful harassment, or stalking; (ii) the time and date the  
37 act or acts occurred; (iii) the location where the act or acts

1 occurred; (iv) a brief description of the act or acts of domestic  
2 violence, sexual assault, unlawful harassment, or stalking; and (v)  
3 that the tenant or household member informed him or her of the name of  
4 the alleged perpetrator of the act or acts. The record of the report  
5 provided to the tenant or household member shall not include the name  
6 of the alleged perpetrator of the act or acts of domestic violence,  
7 sexual assault, unlawful harassment, or stalking. The qualified third  
8 party shall keep a copy of the record of the report and shall note on  
9 the retained copy the name of the alleged perpetrator of the act or  
10 acts of domestic violence, sexual assault, unlawful harassment, or  
11 stalking. The record of the report to a qualified third party may be  
12 accomplished by completion of a form provided by the qualified third  
13 party, in substantially the following form:

14 .....  
15 [Name of organization, agency, clinic, professional service provider]

- 16 I and/or my ..... (household member) am/is a victim of  
17 ... domestic violence as defined by RCW 26.50.010.  
18 ... sexual assault as defined by RCW 70.125.030.  
19 ... stalking as defined by RCW 9A.46.110.  
20 ... unlawful harassment as defined by RCW 59.18.570.

21 Briefly describe the incident of domestic violence, sexual assault, unlawful harassment, or stalking: .....  
22 .....

23 The incident(s) that I rely on in support of this declaration occurred on the following date(s) and time(s) and at the  
24 following location(s): .....

25 The incident(s) that I rely on in support of this declaration were committed by the following person(s): .....  
26 .....

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

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

29 .....  
30 Signature of Tenant or  
31 Household Member

32 I verify that I have provided to the person whose signature appears above the statutes cited in RCW 59.18.575 and  
33 that the individual was a victim of an act that constitutes a crime of domestic violence, sexual assault, unlawful  
34 harassment, or stalking, and that the individual informed me of the name of the alleged perpetrator of the act.

35 Dated this ... day of ....., 20 ..

1 .....  
2 Signature of authorized  
3 officer/employee of  
4 (Organization, agency,  
5 clinic, professional  
6 service provider)

7 (2) A tenant who terminates a rental agreement under this section  
8 is discharged from the payment of rent for any period following the  
9 last day of the month of the quitting date. The tenant shall remain  
10 liable for the rent for the month in which he or she terminated the  
11 rental agreement unless the termination is in accordance with RCW  
12 59.18.200(1). Notwithstanding lease provisions that allow for  
13 forfeiture of a deposit for early termination, a tenant who terminates  
14 under this section is entitled to the return of the full deposit,  
15 subject to RCW 59.18.020 and 59.18.280. Other tenants who are parties  
16 to the rental agreement, except household members who are the victims  
17 of sexual assault, stalking, unlawful harassment, or domestic violence,  
18 are not released from their obligations under the rental agreement or  
19 other obligations under this chapter.

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

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

31 (ii) A written record of a report signed by the qualified third  
32 party must be substantially in the form specified under subsection  
33 (1)(b) of this section. The record of the report provided to the  
34 landlord must not include the name of the alleged perpetrator of the  
35 act. On written request by the landlord, the qualified third party  
36 shall, within seven days, provide the name of the alleged perpetrator

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

3 (b) A tenant who terminates his or her rental agreement under this  
4 subsection is discharged from the payment of rent for any period  
5 following the latter of: (i) The date the tenant vacates the unit; or  
6 (ii) the date the record of the report of the qualified third party and  
7 the written notice that the tenant has vacated are delivered to the  
8 landlord by mail, fax, or personal delivery by a third party. The  
9 tenant is entitled to a pro rata refund of any prepaid rent and must  
10 receive a full and specific statement of the basis for retaining any of  
11 the deposit together with any refund due in accordance with RCW  
12 59.18.280.

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

18 (a) Within seven days of changing or adding locks, the tenant must  
19 deliver to the landlord by mail, fax, or personal delivery by a third  
20 party: (i) Written notice that the tenant has changed or added locks;  
21 and (ii) a copy of a valid order for protection or a written record of  
22 a report signed by a qualified third party. A written record of a  
23 report signed by a qualified third party must be substantially in the  
24 form specified under subsection (1)(b) of this section. The record of  
25 the report provided to the landlord must not include the name of the  
26 alleged perpetrator of the act. On written request by the landlord,  
27 the qualified third party shall, within seven days, provide the name of  
28 the alleged perpetrator to the landlord only if the alleged perpetrator  
29 was a person meeting the definition of the term "landlord" under RCW  
30 59.18.570.

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

34 (i) Within sixty days of providing notice that the tenant has  
35 changed or added locks, the tenant notifies the landlord in writing  
36 that the tenant does not wish to terminate his or her rental agreement.  
37 If the perpetrator has been identified by the qualified third party and  
38 is no longer an employee or agent of the landlord or owner and does not

1 reside at the property, the tenant shall provide the owner or owner's  
2 designated agent with a copy of the key to the new locks at the same  
3 time as providing notice that the tenant does not wish to terminate his  
4 or her rental agreement. A tenant who has a valid protection,  
5 antiharassment, or other protective order against the owner of the  
6 premises or against an employee or agent of the landlord or owner is  
7 not required to provide a key to the new locks until the protective  
8 order expires or the tenant vacates; or

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

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

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

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

26 (d) The exercise of rights to change or add locks under this  
27 subsection does not discharge the tenant from the payment of rent until  
28 the rental agreement is terminated and the tenant vacates the unit.

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

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

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

36 (6) The provision of verification of a report under subsection  
37 (1)(b) of this section does not waive the confidential or privileged  
38 nature of the communication between a victim of domestic violence,

1 sexual assault, or stalking with a qualified third party pursuant to  
2 RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence  
3 obtained from such disclosure may be used in any civil, administrative,  
4 or criminal proceeding against the victim unless a written waiver of  
5 applicable evidentiary privilege is obtained, except that the  
6 verification itself, and no other privileged information, under  
7 subsection (1)(b) of this section may be used in civil proceedings  
8 brought under this section."

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9 On page 1, line 2 of the title, after "stalking;" strike the  
10 remainder of the title and insert "and amending RCW 59.18.570 and  
11 59.18.575."

**--- END ---**