
SENATE BILL 5833

State of Washington 61st Legislature 2009 Regular Session

By Senators Regala, Kohl-Welles, Hargrove, and McDermott

Read first time 02/04/09. Referred to Committee on Judiciary.

1 AN ACT Relating to protecting victims of sexual assault, sexual
2 harassment, and stalking; and amending RCW 59.18.570 and 59.18.575.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

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

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

9 (1) "Domestic violence" has the same meaning as set forth in RCW
10 26.50.010.

11 (2) "Sexual assault" has the same meaning as set forth in RCW
12 70.125.030.

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

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

16 (a) Law enforcement officers;

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

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

1 (d) Licensed mental health professionals or other licensed
2 counselors;

3 (e) Employees of crime victim/witness programs as defined in RCW
4 7.69.020 who are trained advocates for the program; and

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

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

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

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

14 (8) "Sexual harassment" means any sexual advance or request for
15 sexual favors by a landlord when (a) submission to such conduct by a
16 tenant or a household member is made either explicitly or implicitly a
17 term or condition of the tenancy, or (b) submission to or rejection of
18 such conduct by a tenant or household member is used as the basis for
19 decisions affecting the tenant. "Sexual harassment" includes, but is
20 not limited to, any request by a landlord that a tenant or a household
21 member provide sexual favors in lieu of or in addition to payment of
22 rent, or as a condition of the landlord performing repairs.

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

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

27 (1)(a) If a tenant notifies the landlord in writing that he or she
28 or a household member was a victim of an act that constitutes a crime
29 of domestic violence, sexual assault, or stalking, and either (a)(i) or
30 (ii) of this subsection applies, then subsection (2) of this section
31 applies:

32 (i) The tenant or the household member has a valid order for
33 protection under one or more of the following: Chapter 7.90, 26.50, or
34 26.26 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040 (2) or (3),
35 or 26.09.050; or

36 (ii) The tenant or the household member has reported the domestic
37 violence, sexual assault, or stalking to a qualified third party acting

1 in his or her official capacity and the qualified third party has
2 provided the tenant or the household member a written record of the
3 report signed by the qualified third party.

4 (b) When a copy of a valid order for protection or a written record
5 of a report signed by a qualified third party, as required under (a) of
6 this subsection, is made available to the landlord, the tenant may
7 terminate the rental agreement and quit the premises without further
8 obligation under the rental agreement or under chapter 59.12 RCW.
9 However, the request to terminate the rental agreement must occur
10 within ninety days of the reported act, event, or circumstance that
11 gave rise to the protective order or report to a qualified third party.
12 A record of the report to a qualified third party that is provided to
13 the tenant or household member shall consist of a document signed and
14 dated by the qualified third party stating: (i) That the tenant or the
15 household member notified him or her that he or she was a victim of an
16 act or acts that constitute a crime of domestic violence, sexual
17 assault, or stalking; (ii) the time and date the act or acts occurred;
18 (iii) the location where the act or acts occurred; (iv) a brief
19 description of the act or acts of domestic violence, sexual assault, or
20 stalking; and (v) that the tenant or household member informed him or
21 her of the name of the alleged perpetrator of the act or acts. The
22 record of the report provided to the tenant or household member shall
23 not include the name of the alleged perpetrator of the act or acts of
24 domestic violence, sexual assault, or stalking. The qualified third
25 party shall keep a copy of the record of the report and shall note on
26 the retained copy the name of the alleged perpetrator of the act or
27 acts of domestic violence, sexual assault, or stalking. The record of
28 the report to a qualified third party may be accomplished by completion
29 of a form provided by the qualified third party, in substantially the
30 following form:

31
32 [Name of organization, agency, clinic, professional service provider]
33 I and/or my (household member) am/is a victim of
34 ... domestic violence as defined by RCW 26.50.010.
35 ... sexual assault as defined by RCW 70.125.030.
36 ... stalking as defined by RCW 9A.46.110.

1 Briefly describe the incident of domestic violence, sexual assault, or stalking:

2
3 The incident(s) that I rely on in support of this declaration occurred on the following date(s) and time(s) and at the
4 following location(s):

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

6
7 I state under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

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

9
10 Signature of Tenant or
11 Household Member

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

15 Dated this ... day of, 20..

16
17 Signature of authorized
18 officer/employee of
19 (Organization, agency,
20 clinic, professional
21 service provider)

22 (2) A tenant who terminates a rental agreement under this section
23 is discharged from the payment of rent for any period following the
24 last day of the month of the quitting date. The tenant shall remain
25 liable for the rent for the month in which he or she terminated the
26 rental agreement unless the termination is in accordance with RCW
27 59.18.200(1). Notwithstanding lease provisions that allow for
28 forfeiture of a deposit for early termination, a tenant who terminates
29 under this section is entitled to the return of the full deposit,
30 subject to RCW 59.18.020 and 59.18.280. Other tenants who are parties
31 to the rental agreement, except household members who are the victims
32 of sexual assault, stalking, or domestic violence, are not released
33 from their obligations under the rental agreement or other obligations
34 under this chapter.

35 (3)(a) Notwithstanding any other provision under this section, if
36 a tenant or a household member is a victim of sexual assault, stalking,
37 or sexual harassment by a landlord, the tenant may terminate the rental
38 agreement and quit the premises without further obligation under the

1 rental agreement or under chapter 59.12 RCW prior to making a copy of
2 a valid order for protection or a written record of a report signed by
3 a qualified third party available to the landlord, provided that:

4 (i) The tenant must make a copy of a valid order for protection or
5 written record of a report signed by a qualified third party available
6 to the landlord within seven days of quitting the tenant's dwelling
7 unit; and

8 (ii) A written record of a report signed by the qualified third
9 party must be substantially in the form specified under subsection
10 (1)(b) of this section. The record of the report provided to the
11 tenant must not include the name of the alleged perpetrator of the act,
12 but must provide notice that the alleged perpetrator was a person
13 meeting the definition of the term "landlord" under RCW 59.18.030. On
14 written request by the landlord, the qualified third party shall
15 provide the name of the alleged perpetrator of the act to the landlord.

16 (b) A tenant who terminates his or her rental agreement under this
17 subsection is discharged from the payment of rent for any period
18 following the quitting date, is entitled to a pro rata refund of any
19 prepaid rent, and must receive a full and specific statement of the
20 basis for retaining any of the deposit together with any refund due in
21 accordance with RCW 59.18.280.

22 (4) If a tenant or a household member is a victim of sexual
23 assault, stalking, or sexual harassment by a landlord, the tenant may
24 change or add locks to the tenant's dwelling unit at the tenant's
25 expense and give a copy of the new key to a qualified third party,
26 regardless of whether the tenant exercises his or her rights to
27 terminate the rental agreement under subsection (3) of this section.

28 (a) The exercise of rights to change or add locks under this
29 subsection does not discharge the tenant from the payment of rent.

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

32 (c) The tenant must report the sexual assault, stalking, or sexual
33 harassment to a qualified third party.

34 (d) Within seven days of changing or adding locks, the tenant or
35 qualified third party must provide the landlord with: (i) A written
36 notice stating the name, address, and phone number of the third party
37 holding the key; and (ii) a copy of a valid order for protection or a
38 written record of a report signed by the qualified third party.

1 (e) The written record of a report signed by the qualified third
2 party must be substantially in the form specified under subsection
3 (1)(b) of this section. The record of the report provided to the
4 tenant must not include the name of the alleged perpetrator of the act,
5 but must provide notice that the alleged perpetrator was a person
6 meeting the definition of the term "landlord" under RCW 59.18.030. On
7 written request by the landlord, the qualified third party shall
8 provide the name of the alleged perpetrator of the act to the landlord.

9 (f) A landlord may only enter the tenant's dwelling unit if
10 accompanied by a law enforcement official acting in his or her official
11 capacity and must comply with RCW 59.18.150. The qualified third party
12 must give the key to the law enforcement official within three business
13 days following the landlord's written request. The key must be
14 returned to the qualified third party within three business days. The
15 law enforcement official is prohibited from giving the key or a copy of
16 the key to a landlord. In case of an emergency, a landlord may enter
17 the tenant's dwelling unit without the tenant's consent only if
18 accompanied by a law enforcement or fire official acting in his or her
19 official capacity. If an emergency requires entry into the unit before
20 it is practicable to obtain a key from the qualified third party, such
21 force as necessary may be used to enter the unit.

22 (g) Upon vacating the dwelling unit, the tenant or qualified third
23 party must provide the key and all copies of the key to the landlord.

24 (5) If a tenant or household member is a victim of sexual assault,
25 stalking, or sexual harassment by a landlord, the tenant may sue the
26 landlord in any court of competent jurisdiction for relocation
27 assistance. The relocation assistance may include, but is not limited
28 to, moving expenses, temporary shelter costs, and a security or damage
29 deposit.

30 (6) A landlord may not retaliate against a tenant who exercises his
31 or her rights under this section. Retaliation is a violation of RCW
32 59.18.240 and 59.18.250.

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

35 (8) A landlord shall provide tenants with a written notice of a
36 tenant's rights under this section. The notice must be in
37 substantially the following form:

1 "(1) A tenant may terminate the rental agreement immediately if the
2 tenant or a household member is a victim of:

3 (a) Domestic violence, sexual assault, or stalking; or

4 (b) Sexual harassment by his or her landlord or by the landlord's
5 employees.

6 (2) A tenant may change or add locks to the tenant's dwelling unit
7 at the tenant's expense if the tenant or a household member is a victim
8 of sexual assault, stalking, or sexual harassment by his or her
9 landlord or by the landlord's employees.

10 (3) There are specific guidelines that must be followed to move or
11 change your locks. For further information consult RCW 59.18.570
12 through 59.18.585. You may be able to obtain a community resource list
13 at the county superior court clerk's office that provides information
14 about legal assistance programs, sexual assault agencies, and domestic
15 violence agencies."

16 (9) The provision of verification of a report under subsection
17 (1)(b) of this section does not waive the confidential or privileged
18 nature of the communication between a victim of domestic violence,
19 sexual assault, or stalking with a qualified third party pursuant to
20 RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence
21 obtained from such disclosure may be used in any civil, administrative,
22 or criminal proceeding against the victim unless a written waiver of
23 applicable evidentiary privilege is obtained, except that the
24 verification itself, and no other privileged information, under
25 subsection (1)(b) of this section may be used in civil proceedings
26 brought under this section.

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