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**SUBSTITUTE SENATE BILL 6338**

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**State of Washington**

**61st Legislature**

**2010 Regular Session**

**By** Senate Human Services & Corrections (originally sponsored by Senators Regala, Carrell, Hargrove, Shin, and Kline)

READ FIRST TIME 02/05/10.

1       AN ACT Relating to intermediate tenancies for persons with criminal  
2 backgrounds or substance abuse issues; amending RCW 59.18.040; and  
3 adding a new chapter to Title 59 RCW.

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

5       NEW SECTION. **Sec. 1.** This chapter regulates and determines legal  
6 rights, remedies, and obligations arising between a landlord and a  
7 tenant entering into an intermediate tenancy agreement. The provisions  
8 of chapter 59.18 RCW are applicable to the terms of an intermediate  
9 tenancy only to the extent that those provisions are not inconsistent  
10 with this chapter.

11       NEW SECTION. **Sec. 2.** (1) An intermediate tenancy is a voluntary  
12 tenancy agreement entered into between a landlord and an eligible  
13 tenant to provide a supportive living program for persons who have  
14 criminal backgrounds or addiction issues and therefore struggle to  
15 secure permanent housing. The purposes of the program include  
16 fostering independence, self-sufficiency, and eventual transition to a  
17 permanent living arrangement.

1 (2) A person is eligible to be an intermediate tenant if the  
2 person:

3 (a) Was released from a correctional facility or was convicted or  
4 adjudicated of a crime within the past twenty-four months; or

5 (b) Is a recovering alcoholic or drug addict and is participating  
6 in a program of recovery.

7 (3) To qualify as an intermediate tenancy:

8 (a) Each of the dwelling units on the premises must be occupied or  
9 held for occupancy by at least one eligible tenant;

10 (b) The term of tenancy must be no more than twenty-four months;

11 (c) Each tenant must be provided with an intake interview and  
12 written intermediate tenancy agreement; and

13 (d) The landlord must have a supportive living program that  
14 includes a structured plan for monitoring tenants for compliance with  
15 the program rules and at least one or more of the following components:

16 (i) A clean and sober environment, covering all tenants, employees,  
17 staff, and guests;

18 (ii) Referral services for counseling to meet the tenant's needs,  
19 such as chemical dependency or personal growth;

20 (iii) Referral for case management services; or

21 (iv) A group living environment where all tenants agree to support  
22 each other and hold each other accountable.

23 (4)(a) An intermediate tenancy agreement must be in writing and  
24 must prohibit the tenant, whether on or off of the premises, and the  
25 tenant's guests and invitees from engaging in any criminal activity or  
26 permitting the dwelling unit to be used for criminal activity.

27 (b) An intermediate tenancy agreement may include, but is not  
28 limited to, terms as follows:

29 (i) Prohibiting the tenant and tenant's guests and invitees from  
30 using, possessing, or sharing alcohol or controlled substances either  
31 on or off the premises, whether or not such activities are considered  
32 illegal;

33 (ii) Authorizing periodic scheduled inspections of the premises to  
34 ensure that the premises are appropriately cared for;

35 (iii) Restricting the visitation of a tenant on the premises by the  
36 tenant's guests and invitees;

37 (iv) Agreeing to submit to random and for cause breath and urine  
38 testing at the landlord's expense and discretion; or

1 (v) Requiring the tenant to declare all medications to staff within  
2 twenty-four hours of being prescribed.

3 (5) A landlord may terminate an intermediate tenancy and require a  
4 tenant to vacate the premises within forty-eight hours of receipt of  
5 written notice for any of the following reasons:

6 (a) The tenant has:

7 (i) Drug paraphernalia;

8 (ii) Misused a controlled substance;

9 (iii) Used or consumed any illegal drug or alcoholic beverage  
10 either on or off of the premises;

11 (iv) Failed a breath or urine test; or

12 (v) Declined to cooperate with a testing request;

13 (b) The tenant has engaged in illegal activity either on or off of  
14 the premises, or engaged in harassment or verbal abuse of staff or  
15 other tenants;

16 (c) The tenant has failed to pay any amounts due to the landlord  
17 within ten days of the due date;

18 (d) The tenant has not been in contact with staff for five days or  
19 more;

20 (e) The tenant has returned to the physical custody of the  
21 department of corrections or other agency; or

22 (f) The tenant has failed to comply with any other term of the  
23 intermediate tenancy agreement or any general program or visitor rules  
24 and has been given at least three written violation notices.

25 (6) If the intermediate tenancy was terminated other than for  
26 cause, within thirty days of the termination, the landlord shall  
27 provide the tenant with a written rental reference. The written rental  
28 reference must contain the following information:

29 (a) The dates of the person's tenancy;

30 (b) The tenant's payment history;

31 (c) The tenant's ability to get along with other residents living  
32 on the premises;

33 (d) The appropriateness of the tenant's interactions with the  
34 landlord and landlord's employees;

35 (e) The tenant's care of his or her unit on the premises; and

36 (f) The landlord's assessment of the person's desirability as a  
37 tenant.

1        NEW SECTION.    **Sec. 3.**    (1) An intermediate tenant's failure to  
2 vacate the premises after termination of the tenancy, as set forth in  
3 section 2 of this act, constitutes criminal trespass under chapter  
4 9A.52 RCW. A landlord may enlist the cooperation of law enforcement in  
5 removing the tenant from the premises without having to obtain a court  
6 order or writ of restitution. The landlord shall provide law  
7 enforcement with a signed written statement attesting to the facts that  
8 substantiate the termination of the intermediate tenancy and subsequent  
9 criminal trespass.

10        (2) An appointed or elected public official, public employee, or  
11 public agency as defined in RCW 4.24.470, or units of local government  
12 and its employees, as provided in RCW 36.28A.010, are immune from civil  
13 liability for damages for assisting a landlord in the removal of a  
14 tenant from the premises as provided in this section.

15        NEW SECTION.    **Sec. 4.**    A landlord who enters into an intermediate  
16 tenancy agreement is not liable for civil damages arising from the  
17 criminal conduct of the intermediate tenant to any greater extent than  
18 a regular tenant, and no special duties are created under this section.

19        NEW SECTION.    **Sec. 5.**    This chapter supersedes and preempts all  
20 rules, regulations, codes, statutes, or ordinances of all cities,  
21 counties, municipalities, and local agencies pertaining to intermediate  
22 tenancies that conflict with the provisions of this chapter.

23        **Sec. 6.**    RCW 59.18.040 and 1989 c 342 s 3 are each amended to read  
24 as follows:

25        The following living arrangements are not intended to be governed  
26 by the provisions of this chapter, unless established primarily to  
27 avoid its application, in which event the provisions of this chapter  
28 shall control:

29        (1) Residence at an institution, whether public or private, where  
30 residence is merely incidental to detention or the provision of  
31 medical, religious, educational, recreational, or similar services,  
32 including but not limited to correctional facilities, licensed nursing  
33 homes, monasteries and convents, and hospitals;

34        (2) Occupancy under a bona fide earnest money agreement to purchase

1 or contract of sale of the dwelling unit or the property of which it is  
2 a part, where the tenant is, or stands in the place of, the purchaser;

3 (3) Residence in a hotel, motel, or other transient lodging whose  
4 operation is defined in RCW 19.48.010;

5 (4) Rental agreements entered into pursuant to the provisions of  
6 chapter 47.12 RCW where occupancy is by an owner-condemnee and where  
7 such agreement does not violate the public policy of this state of  
8 ensuring decent, safe, and sanitary housing and is so certified by the  
9 consumer protection division of the attorney general's office;

10 (5) Rental agreements for the use of any single family residence  
11 which are incidental to leases or rentals entered into in connection  
12 with a lease of land to be used primarily for agricultural purposes;

13 (6) Rental agreements providing housing for seasonal agricultural  
14 employees while provided in conjunction with such employment;

15 (7) Rental agreements with the state of Washington, department of  
16 natural resources, on public lands governed by Title 79 RCW;

17 (8) Occupancy by an employee of a landlord whose right to occupy is  
18 conditioned upon employment in or about the premises;

19 (9) Rental agreements entered into for an intermediate tenancy  
20 under chapter 59.-- RCW (the new chapter created in section 7 of this  
21 act), to the extent that the provisions of chapter 59.-- RCW (the new  
22 chapter created in section 7 of this act) are inconsistent with this  
23 chapter.

24 NEW SECTION. Sec. 7. Sections 1 through 5 of this act constitute  
25 a new chapter in Title 59 RCW.

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