

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1856

Chapter 395, Laws of 2009

61st Legislature
2009 Regular Session

LANDLORD-TENANT RELATIONSHIP--SEXUAL ASSAULT, STALKING, UNWANTED
HARASSMENT

EFFECTIVE DATE: 07/26/09

Passed by the House April 20, 2009
Yeas 92 Nays 0

FRANK CHOPP

Speaker of the House of Representatives

Passed by the Senate April 7, 2009
Yeas 45 Nays 0

BRAD OWEN

President of the Senate

Approved May 7, 2009, 2:34 p.m.

CHRISTINE GREGOIRE

Governor of the State of Washington

CERTIFICATE

I, Barbara Baker, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1856** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BARBARA BAKER

Chief Clerk

FILED

May 8, 2009

**Secretary of State
State of Washington**

SUBSTITUTE HOUSE BILL 1856

AS AMENDED BY THE SENATE

Passed Legislature - 2009 Regular Session

State of Washington 61st Legislature 2009 Regular Session

By House Judiciary (originally sponsored by Representatives Kessler, Pedersen, Flannigan, Roberts, Kirby, Nelson, Ormsby, Carlyle, Green, Moeller, Springer, Williams, Appleton, Goodman, Kelley, Maxwell, Rodne, Driscoll, Kenney, Santos, O'Brien, Darneille, and Morrell)

READ FIRST TIME 02/23/09.

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

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

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

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

27 (i) The tenant or the household member has a valid order for
28 protection under one or more of the following: Chapter 7.90, 26.50, or
29 26.26 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040 (2) or (3),
30 or 26.09.050; or

31 (ii) The tenant or the household member has reported the domestic
32 violence, sexual assault, unlawful harassment, or stalking to a
33 qualified third party acting in his or her official capacity and the
34 qualified third party has provided the tenant or the household member
35 a written record of the report signed by the qualified third party.

36 (b) When a copy of a valid order for protection or a written record
37 of a report signed by a qualified third party, as required under (a) of

1 this subsection, is made available to the landlord, the tenant may
2 terminate the rental agreement and quit the premises without further
3 obligation under the rental agreement or under chapter ((59.12)) 59.18
4 RCW. However, the request to terminate the rental agreement must occur
5 within ninety days of the reported act, event, or circumstance that
6 gave rise to the protective order or report to a qualified third party.
7 A record of the report to a qualified third party that is provided to
8 the tenant or household member shall consist of a document signed and
9 dated by the qualified third party stating: (i) That the tenant or the
10 household member notified him or her that he or she was a victim of an
11 act or acts that constitute a crime of domestic violence, sexual
12 assault, unlawful harassment, or stalking; (ii) the time and date the
13 act or acts occurred; (iii) the location where the act or acts
14 occurred; (iv) a brief description of the act or acts of domestic
15 violence, sexual assault, unlawful harassment, or stalking; and (v)
16 that the tenant or household member informed him or her of the name of
17 the alleged perpetrator of the act or acts. The record of the report
18 provided to the tenant or household member shall not include the name
19 of the alleged perpetrator of the act or acts of domestic violence,
20 sexual assault, unlawful harassment, or stalking. The qualified third
21 party shall keep a copy of the record of the report and shall note on
22 the retained copy the name of the alleged perpetrator of the act or
23 acts of domestic violence, sexual assault, unlawful harassment, or
24 stalking. The record of the report to a qualified third party may be
25 accomplished by completion of a form provided by the qualified third
26 party, in substantially the following form:

27
28 [Name of organization, agency, clinic, professional service provider]
29 I and/or my(household member) am/is a victim of
30 ...domestic violence as defined by RCW 26.50.010.
31 ...sexual assault as defined by RCW 70.125.030.
32 ...stalking as defined by RCW 9A.46.110.
33 ...unlawful harassment as defined by RCW 59.18.570.
34 Briefly describe the incident of domestic violence, sexual assault, unlawful harassment, or stalking:
35
36 The incident(s) that I rely on in support of this declaration occurred on the following date(s) and time(s) and at the
37 following location(s):

1 The incident(s) that I rely on in support of this declaration were committed by the following person(s):
2

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

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

5
6 Signature of Tenant or
7 Household Member

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

11 Dated this ... day of, 20...

12
13 Signature of authorized
14 officer/employee of
15 (Organization, agency,
16 clinic, professional
17 service provider)

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

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

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

5 (ii) A written record of a report signed by the qualified third
6 party must be substantially in the form specified under subsection
7 (1)(b) of this section. The record of the report provided to the
8 landlord must not include the name of the alleged perpetrator of the
9 act. On written request by the landlord, the qualified third party
10 shall, within seven days, provide the name of the alleged perpetrator
11 of the act to the landlord only if the alleged perpetrator was a person
12 meeting the definition of the term "landlord" under RCW 59.18.570.

13 (b) A tenant who terminates his or her rental agreement under this
14 subsection is discharged from the payment of rent for any period
15 following the latter of: (i) The date the tenant vacates the unit; or
16 (ii) the date the record of the report of the qualified third party and
17 the written notice that the tenant has vacated are delivered to the
18 landlord by mail, fax, or personal delivery by a third party. The
19 tenant is entitled to a pro rata refund of any prepaid rent and must
20 receive a full and specific statement of the basis for retaining any of
21 the deposit together with any refund due in accordance with RCW
22 59.18.280.

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

28 (a) Within seven days of changing or adding locks, the tenant must
29 deliver to the landlord by mail, fax, or personal delivery by a third
30 party: (i) Written notice that the tenant has changed or added locks;
31 and (ii) a copy of a valid order for protection or a written record of
32 a report signed by a qualified third party. A written record of a
33 report signed by a qualified third party must be substantially in the
34 form specified under subsection (1)(b) of this section. The record of
35 the report provided to the landlord must not include the name of the
36 alleged perpetrator of the act. On written request by the landlord,
37 the qualified third party shall, within seven days, provide the name of

1 the alleged perpetrator to the landlord only if the alleged perpetrator
2 was a person meeting the definition of the term "landlord" under RCW
3 59.18.570.

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

7 (i) Within sixty days of providing notice that the tenant has
8 changed or added locks, the tenant notifies the landlord in writing
9 that the tenant does not wish to terminate his or her rental agreement.
10 If the perpetrator has been identified by the qualified third party and
11 is no longer an employee or agent of the landlord or owner and does not
12 reside at the property, the tenant shall provide the owner or owner's
13 designated agent with a copy of the key to the new locks at the same
14 time as providing notice that the tenant does not wish to terminate his
15 or her rental agreement. A tenant who has a valid protection,
16 antiharassment, or other protective order against the owner of the
17 premises or against an employee or agent of the landlord or owner is
18 not required to provide a key to the new locks until the protective
19 order expires or the tenant vacates; or

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

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

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

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

37 (d) The exercise of rights to change or add locks under this

1 subsection does not discharge the tenant from the payment of rent until
2 the rental agreement is terminated and the tenant vacates the unit.

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

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

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

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

Passed by the House April 20, 2009.

Passed by the Senate April 7, 2009.

Approved by the Governor May 7, 2009.

Filed in Office of Secretary of State May 8, 2009.