

SENATE BILL REPORT

ESHB 1647

As Reported by Senate Committee On:
Financial Institutions, Housing & Insurance, March 26, 2013

Title: An act relating to landlord responsibilities regarding keys to leased premises.

Brief Description: Requiring landlords to maintain and safeguard keys to dwelling units.

Sponsors: House Committee on Judiciary (originally sponsored by Representatives Tarleton, Haler, Riccelli, Maxwell, Sawyer, Scott, Bergquist, Farrell, Morrell, Jinkins, Roberts and Pollet).

Brief History: Passed House: 3/04/13, 98-0.

Committee Activity: Financial Institutions, Housing & Insurance: 3/19/13, 3/26/13 [DP].

SENATE COMMITTEE ON FINANCIAL INSTITUTIONS, HOUSING & INSURANCE

Majority Report: Do pass.

Signed by Senators Hobbs, Chair; Mullet, Vice Chair; Benton, Ranking Member; Fain, Hatfield, Nelson and Roach.

Staff: Alison Mendiola (786-7483)

Background: The Residential Landlord-Tenant Act (RLTA) regulates the creation of residential tenancies and the relationship between landlords and tenants of residential dwelling units. RLTA establishes rights and duties of both tenants and landlords, procedures for the parties to enforce their rights, and remedies for violations of RLTA.

There are a few provisions in RLTA that relate to the issues of locks and keys:

- Landlords are specifically required to provide reasonably adequate locks and furnish keys to the tenant.
- Under some circumstances, if the landlord fails to carry out statutory repair duties, the tenant is authorized to contract for the repairs. If the tenant does so, the tenant must promptly provide the landlord with a key to any new or replaced locks.
- If a tenant is a victim of sexual assault, stalking, or unlawful harassment, there are provisions that allow the tenant to change or add locks at the tenant's own expense. The tenant must provide the landlord with a copy of the key to the new locks, unless the tenant has a valid protection order against the owner of the premises or an employee or agent of the landlord or owner, in which case the requirement to supply a

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- key takes effect at such time as the protective order expires or the tenant vacates the premises.
- In the event that a tenant obtains a court order granting that tenant possession of a dwelling unit to the exclusion of another cotenant, and furnishes the order to the landlord with a request for a lock change or reconfiguration at the tenant's expense, the landlord must comply with the request and is prohibited from providing copies of the new key to the cotenant restrained or excluded. A landlord that replaces or reconfigures the lock is held harmless from liability for any damages which result directly from the lock change.

Summary of Bill: Landlords must maintain and safeguard with reasonable care any master key or duplicate keys to the dwelling unit.

Appropriation: None.

Fiscal Note: Not requested.

Committee/Commission/Task Force Created: No.

Effective Date: Ninety days after adjournment of session in which bill is passed.

Staff Summary of Public Testimony: PRO: This bill is the result of a criminal case where an onsite maintenance worker brutally attacked a woman after getting a copy of the key to her apartment. The perpetrator is now in prison but there is still a gap in the law; landlords do not have a duty to protect duplicate or master keys. The reasonable care standard is workable. Both the landlords and tenants need to be equally responsible with duplicate keys.

Persons Testifying: PRO: Representative Tartleton, prime sponsor; Dana Widrig, Kristina McKennon, citizens; Tim Seth, WA Landlord Assn.