
SUBSTITUTE HOUSE BILL 2732

State of Washington

66th Legislature

2020 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Riccelli, Barkis, Orwall, Mosbrucker, Appleton, Davis, Leavitt, Valdez, Goodman, and Pollet)

READ FIRST TIME 02/07/20.

1 AN ACT Relating to expanding the landlord mitigation program to
2 alleviate the financial burden on victims attempting to flee domestic
3 violence, sexual assault, unlawful harassment, or stalking; amending
4 RCW 43.31.605, 59.18.280, and 59.18.575; and creating a new section.

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

6 NEW SECTION. **Sec. 1.** Domestic violence, sexual assault,
7 unlawful harassment, and stalking are acts of violence that have
8 devastating effects upon individual victims, their children, their
9 communities, and the state as a whole. These acts of violence
10 threaten the housing stability of many residents of this state.
11 Victims of these violent acts may be forced to remain in unsafe and
12 abusive situations because they do not have the financial wherewithal
13 to obtain alternate housing. It is the long-standing practice of the
14 state to provide rental assistance to its residents in a variety of
15 urgent situations. By this act, the legislature intends to increase
16 safety for victims of domestic violence, sexual assault, unlawful
17 harassment, and stalking by removing some of the financial barriers
18 to safely obtaining alternate housing and thereby contribute to the
19 general welfare of the state.

1 **Sec. 2.** RCW 43.31.605 and 2019 c 356 s 12 are each amended to
2 read as follows:

3 (1)(a) Subject to the availability of funds for this purpose, the
4 landlord mitigation program is created and administered by the
5 department. The department shall have such rule-making authority as
6 the department deems necessary to administer the program.

7 (b) The following types of claims related to landlord mitigation
8 for renting private market rental units to low-income tenants using a
9 housing subsidy program are eligible for reimbursement from the
10 landlord mitigation program account:

11 (i) Up to one thousand dollars for improvements identified in RCW
12 59.18.255(1)(a). In order to be eligible for reimbursement under this
13 subsection (1)(b)(i), the landlord must pay for the first five
14 hundred dollars for improvements, and rent to the tenant whose
15 housing subsidy program was conditioned on the real property passing
16 inspection. Reimbursement under this subsection (1)(b)(i) may also
17 include up to fourteen days of lost rental income from the date of
18 offer of housing to the applicant whose housing subsidy program was
19 conditioned on the real property passing inspection until move in by
20 that applicant;

21 (ii) Reimbursement for damages as reflected in a judgment
22 obtained against the tenant through either an unlawful detainer
23 proceeding, or through a civil action in a court of competent
24 jurisdiction after a hearing;

25 (iii) Reimbursement for damages established pursuant to
26 subsection (2) of this section; and

27 (iv) Reimbursement for unpaid rent and unpaid utilities, provided
28 that the landlord can evidence it to the department's satisfaction.

29 (c) Claims related to landlord mitigation for an unpaid judgment
30 for rent, late fees, attorneys' fees, and costs after a court order
31 pursuant to RCW 59.18.410(3), including any unpaid portion of the
32 judgment after the tenant defaults on the payment plan pursuant to
33 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord
34 mitigation program account and are exempt from any postjudgment
35 interest required under RCW 4.56.110. Any claim for reimbursement
36 under this subsection (1)(c) is not an entitlement.

37 (i) The department shall provide for a form on its web site for
38 tenants and landlords to apply for reimbursement funds for the
39 landlord pursuant to this subsection (1)(c).

1 (ii) The form must include: (A) Space for the landlord and tenant
2 to provide names, mailing addresses, phone numbers, date of birth for
3 the tenant, and any other identifying information necessary for the
4 department to process payment; (B) the landlord's statewide vendor
5 identification number and how to obtain one; (C) name and address to
6 whom payment must be made; (D) the amount of the judgment with
7 instructions to include any other supporting documentation the
8 department may need to process payment; (E) instructions for how the
9 tenant is to reimburse the department under (c)(iii) of this
10 subsection; (F) a description of the consequences if the tenant does
11 not reimburse the department as provided in this subsection (1)(c);
12 (G) a signature line for the landlord and tenant to confirm that they
13 have read and understood the contents of the form and program; and
14 (H) any other information necessary for the operation of the program.
15 If the tenant has not signed the form after the landlord has made
16 good faith efforts to obtain the tenant's signature, the landlord may
17 solely submit the form but must attest to the amount of money owed
18 and sign the form under penalty of perjury.

19 (iii) When a landlord has been reimbursed pursuant to this
20 subsection (1)(c), the tenant for whom payment was made shall
21 reimburse the department by depositing the amount disbursed from the
22 landlord mitigation program account into the court registry of the
23 superior court in which the judgment was entered. The tenant or other
24 interested party may seek an ex parte order of the court under the
25 unlawful detainer action to order such funds to be disbursed by the
26 court. Upon entry of the order, the court clerk shall disburse the
27 funds and include a case number with any payment issued to the
28 department. If directed by the court, a clerk shall issue any
29 payments made by a tenant to the department without further court
30 order.

31 (iv) The department may deny an application made by a tenant who
32 has failed to reimburse the department for prior payments issued
33 pursuant to this subsection (1)(c).

34 (v) With any disbursement from the account to the landlord, the
35 department shall notify the tenant at the address provided within the
36 application that a disbursement has been made to the landlord on the
37 tenant's behalf and that failure to reimburse the account for the
38 payment through the court registry may result in a denial of a future
39 application to the account pursuant to this subsection (1)(c). The

1 department may include any other additional information about how to
2 reimburse the account it deems necessary to fully inform the tenant.

3 (vi) The department's duties with respect to obtaining
4 reimbursement from the tenant to the account are limited to those
5 specified within this subsection (1)(c).

6 (vii) If at any time funds do not exist in the landlord
7 mitigation program account to reimburse claims submitted under this
8 subsection (1)(c), the department must create and maintain a waitlist
9 and distribute funds in the order the claims are received pursuant to
10 subsection (6) of this section. Payment of any claims on the waitlist
11 shall be made only from the landlord mitigation program account. The
12 department shall not be civilly or criminally liable and may not have
13 any penalty or cause of action of any nature arise against it
14 regarding the provision or lack of provision of funds for
15 reimbursement.

16 (d)(i) Claims, up to five thousand dollars, related to landlord
17 mitigation for damages to rental property are eligible for
18 reimbursement from the landlord mitigation account when:

19 (A) A tenant has terminated a rental agreement pursuant to RCW
20 59.18.575;

21 (B) The property has sustained damage beyond wear resulting from
22 ordinary use of the premises;

23 (C) The landlord has, within the time limits specified in RCW
24 59.18.280, provided the tenant with a full and specific statement of
25 the basis for retaining any of the damage deposit;

26 (D) The landlord has, rather than retaining any of the damage
27 deposit, returned the full damage deposit to the tenant; and

28 (E) The landlord has agreed not to proceed against the tenant to
29 recover sums exceeding the amount of the tenant's damage deposit.

30 (ii) Any claim for reimbursement under this subsection (1)(d) is
31 not an entitlement.

32 (iii) If at any time funds do not exist in the landlord
33 mitigation program account to reimburse claims submitted under this
34 subsection (1)(d), the department must create and maintain a waitlist
35 and distribute funds in the order the claims are received pursuant to
36 subsection (6) of this section. Payment of any claims on the waitlist
37 shall be made only from the landlord mitigation program account. The
38 department shall not be civilly or criminally liable and may not have
39 any penalty or cause of action of any nature arise against it

1 regarding the provision or lack of provision of funds for
2 reimbursement.

3 (iv) The department shall provide for a form on its web site for
4 landlords to apply for reimbursement funds for the landlord pursuant
5 to this subsection (1)(d).

6 (2) In order for a claim under subsection (1)(b)(iii) or (d) of
7 this section to be eligible for reimbursement from the landlord
8 mitigation program account, a landlord must:

9 (a) Have ensured that the rental property was inspected at the
10 commencement of the tenancy by both the tenant and the landlord or
11 landlord's agent and that a detailed written move-in property
12 inspection report, as required in RCW 59.18.260, was prepared and
13 signed by both the tenant and the landlord or landlord's agent;

14 (b) Make repairs and then apply for reimbursement to the
15 department;

16 (c) Submit a claim on a form to be determined by the department,
17 signed under penalty of perjury; and

18 (d) Submit to the department copies of the move-in property
19 inspection report specified in (a) of this subsection and supporting
20 materials including, but not limited to, before repair and after
21 repair photographs, videos, copies of repair receipts for labor and
22 materials, and such other documentation or information as the
23 department may request.

24 (3) (a) The department shall make reasonable efforts to review a
25 claim within ten business days from the date it received properly
26 submitted and complete claims to the satisfaction of the department.

27 (b) In reviewing a claim pursuant to subsection (1)(b) of this
28 section, and determining eligibility for reimbursement, the
29 department must receive documentation, acceptable to the department
30 in its sole discretion, that the claim involves a private market
31 rental unit rented to a low-income tenant who is using a housing
32 subsidy program.

33 (c) In reviewing a claim pursuant to subsection (1)(d)(i) of this
34 section, and determining eligibility for reimbursement, the
35 department must receive documentation, acceptable to the department
36 in its sole discretion, that the claim involves a tenancy that was
37 terminated pursuant to RCW 59.18.575 and that all of the requirements
38 of subsection (1)(d)(i) of this section have been met.

39 (4) Claims pursuant to subsection (1)(b) of this section related
40 to a tenancy must total at least five hundred dollars in order for a

1 claim to be eligible for reimbursement from the program. While claims
2 or damages may exceed five thousand dollars, total reimbursement from
3 the program may not exceed five thousand dollars per tenancy.

4 (5) Damages, beyond wear and tear, that are eligible for
5 reimbursement include, but are not limited to: Interior wall gouges
6 and holes; damage to doors and cabinets, including hardware; carpet
7 stains or burns; cracked tiles or hard surfaces; broken windows;
8 damage to household fixtures such as disposal, toilet, sink, sink
9 handle, ceiling fan, and lighting. Other property damages beyond
10 normal wear and tear may also be eligible for reimbursement at the
11 department's discretion.

12 (6) All reimbursements for eligible claims shall be made on a
13 first-come, first-served basis, to the extent of available funds. The
14 department shall use best efforts to notify the tenant of the amount
15 and the reasons for any reimbursements made.

16 (7) The department, in its sole discretion, may inspect the
17 property and the landlord's records related to a claim, including the
18 use of a third-party inspector as needed to investigate fraud, to
19 assist in making its claim review and determination of eligibility.

20 (8) A landlord in receipt of reimbursement from the program
21 pursuant to subsection (1)(b) and (d) of this section is prohibited
22 from:

23 (a) Taking legal action against the tenant for damages
24 attributable to the same tenancy; or

25 (b) Pursuing collection, or authorizing another entity to pursue
26 collection on the landlord's behalf, of a judgment against the tenant
27 for damages attributable to the same tenancy.

28 (9) A landlord denied reimbursement under subsection (1)(b)(iii)
29 of this section may seek to obtain a judgment from a court of
30 competent jurisdiction and, if successful, may resubmit a claim for
31 damages supported by the judgment, along with a certified copy of the
32 judgment. The department may reimburse the landlord for that portion
33 of such judgment that is based on damages reimbursable under the
34 landlord mitigation program, subject to the limitations set forth in
35 this section.

36 (10) Determinations regarding reimbursements shall be made by the
37 department in its sole discretion.

38 (11) The department must establish a web site that advertises the
39 landlord mitigation program, the availability of reimbursement from

1 the landlord mitigation program account, and maintains or links to
2 the agency rules and policies established pursuant to this section.

3 (12) Neither the state, the department, or persons acting on
4 behalf of the department, while acting within the scope of their
5 employment or agency, is liable to any person for any loss, damage,
6 harm, or other consequence resulting directly or indirectly from the
7 department's administration of the landlord mitigation program or
8 determinations under this section.

9 (13)(a) A report to the appropriate committees of the legislature
10 on the effectiveness of the program and recommended modifications
11 shall be submitted to the governor and the appropriate committees of
12 the legislature by January 1, 2021. In preparing the report, the
13 department shall convene and solicit input from a group of
14 stakeholders to include representatives of large multifamily housing
15 property owners or managers, small rental housing owners in both
16 rural and urban markets, a representative of tenant advocates, and a
17 representative of the housing authorities.

18 (b) The report shall include discussion of the effectiveness of
19 the program as well as the department's recommendations to improve
20 the program, and shall include the following:

21 (i) The number of total claims and total amount reimbursed to
22 landlords by the fund;

23 (ii) Any indices of fraud identified by the department;

24 (iii) Any reports by the department regarding inspections
25 authorized by and conducted on behalf of the department;

26 (iv) An outline of the process to obtain reimbursement for
27 improvements and for damages from the fund;

28 (v) An outline of the process to obtain reimbursement for lost
29 rent due to the rental inspection and tenant screening process,
30 together with the total amount reimbursed for such damages;

31 (vi) An evaluation of the feasibility for expanding the use of
32 the mitigation fund to provide up to ninety-day no interest loans to
33 landlords who have not received timely rental payments from a housing
34 authority that is administering section 8 rental assistance;

35 (vii) Any other modifications and recommendations made by
36 stakeholders to improve the effectiveness and applicability of the
37 program.

38 (14) As used in this section:

39 (a) "Housing subsidy program" means a housing voucher as
40 established under 42 U.S.C. Sec. 1437 as of January 1, 2018, or other

1 housing subsidy program including, but not limited to, valid short-
2 term or long-term federal, state, or local government, private
3 nonprofit, or other assistance program in which the tenant's rent is
4 paid either partially by the program and partially by the tenant, or
5 completely by the program directly to the landlord;

6 (b) "Low-income" means income that does not exceed eighty percent
7 of the median income for the standard metropolitan statistical area
8 in which the private market rental unit is located; and

9 (c) "Private market rental unit" means any unit available for
10 rent that is owned by an individual, corporation, limited liability
11 company, nonprofit housing provider, or other entity structure, but
12 does not include housing acquired, or constructed by a public housing
13 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.

14 **Sec. 3.** RCW 59.18.280 and 2016 c 66 s 4 are each amended to read
15 as follows:

16 (1) Within twenty-one days after the termination of the rental
17 agreement and vacation of the premises or, if the tenant abandons the
18 premises as defined in RCW 59.18.310, within twenty-one days after
19 the landlord learns of the abandonment, the landlord shall give a
20 full and specific statement of the basis for retaining any of the
21 deposit together with the payment of any refund due the tenant under
22 the terms and conditions of the rental agreement.

23 (a) No portion of any deposit shall be withheld on account of
24 wear resulting from ordinary use of the premises.

25 (b) The landlord complies with this section if the required
26 statement or payment, or both, are delivered to the tenant personally
27 or deposited in the United States mail properly addressed to the
28 tenant's last known address with first-class postage prepaid within
29 the twenty-one days.

30 (2) If the landlord fails to give such statement together with
31 any refund due the tenant within the time limits specified above he
32 or she shall be liable to the tenant for the full amount of the
33 deposit. The landlord is also barred in any action brought by the
34 tenant to recover the deposit from asserting any claim or raising any
35 defense for retaining any of the deposit unless the landlord shows
36 that circumstances beyond the landlord's control prevented the
37 landlord from providing the statement within the twenty-one days or
38 that the tenant abandoned the premises as defined in RCW 59.18.310.
39 The court may in its discretion award up to two times the amount of

1 the deposit for the intentional refusal of the landlord to give the
2 statement or refund due. In any action brought by the tenant to
3 recover the deposit, the prevailing party shall additionally be
4 entitled to the cost of suit or arbitration including a reasonable
5 attorneys' fee.

6 (3) Nothing in this chapter shall preclude the landlord from
7 proceeding against, and the landlord shall have the right to proceed
8 against a tenant to recover sums exceeding the amount of the tenant's
9 damage or security deposit for damage to the property for which the
10 tenant is responsible together with reasonable attorneys' fees.
11 However, if the landlord seeks reimbursement for damages from the
12 landlord mitigation program pursuant to RCW 43.31.605(1)(d), the
13 landlord is prohibited from retaining any portion of the tenant's
14 damage or security deposit or proceeding against the tenant who
15 terminates under RCW 59.18.575 to recover sums exceeding the amount
16 of the tenant's damage or security deposit for damage to the
17 property.

18 **Sec. 4.** RCW 59.18.575 and 2019 c 46 s 5042 are each amended to
19 read as follows:

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

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

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

34 (b) When a copy of a valid order for protection or a written
35 record of a report signed by a qualified third party, as required
36 under (a) of this subsection, is made available to the landlord, the
37 tenant may terminate the rental agreement and quit the premises
38 without further obligation under the rental agreement or under this
39 chapter. However, the request to terminate the rental agreement must

1 occur within ninety days of the reported act, event, or circumstance
2 that gave rise to the protective order or report to a qualified third
3 party. A record of the report to a qualified third party that is
4 provided to the tenant or household member shall consist of a
5 document signed and dated by the qualified third party stating: (i)
6 That the tenant or the household member notified him or her that he
7 or she was a victim of an act or acts that constitute a crime of
8 domestic violence, sexual assault, unlawful harassment, or stalking;
9 (ii) the time and date the act or acts occurred; (iii) the location
10 where the act or acts occurred; (iv) a brief description of the act
11 or acts of domestic violence, sexual assault, unlawful harassment, or
12 stalking; and (v) that the tenant or household member informed him or
13 her of the name of the alleged perpetrator of the act or acts. The
14 record of the report provided to the tenant or household member shall
15 not include the name of the alleged perpetrator of the act or acts of
16 domestic violence, sexual assault, unlawful harassment, or stalking.
17 The qualified third party shall keep a copy of the record of the
18 report and shall note on the retained copy the name of the alleged
19 perpetrator of the act or acts of domestic violence, sexual assault,
20 unlawful harassment, or stalking. The record of the report to a
21 qualified third party may be accomplished by completion of a form
22 provided by the qualified third party, in substantially the following
23 form:

24
25 [Name of organization, agency, clinic, professional service
26 provider]
27 I and/or my (household member) am/is a victim
28 of
29 ... domestic violence as defined by RCW
30 26.50.010.
31 ... sexual assault as defined by RCW
32 70.125.030.
33 ... stalking as defined by RCW 9A.46.110.
34 ... unlawful harassment as defined by RCW
35 59.18.570.

1 Briefly describe the incident of domestic violence,
2 sexual assault, unlawful harassment, or stalking:
3

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

7 The incident(s) that I rely on in support of this
8 declaration were committed by the following person(s): . . .
9

10 I state under penalty of perjury under the laws of the
11 state of Washington that the foregoing is true and correct.
12 Dated at (city) . ., Washington, this . . . day
13 of, (year)

14
15 Signature of Tenant or
16 Household Member

17 I verify that I have provided to the person whose
18 signature appears above the statutes cited in RCW
19 59.18.575 and that the individual was a victim of an act that
20 constitutes a crime of domestic violence, sexual assault,
21 unlawful harassment, or stalking, and that the individual
22 informed me of the name of the alleged perpetrator of the
23 act. I further verify that I have informed the person whose
24 signature appears above that information about the landlord
25 mitigation program can be found on the web site established
26 pursuant to RCW 43.31.605(11), including the form
27 developed pursuant to RCW 43.31.605(1)(d)(iv).
28 Dated this . . . day of, (year)

29
30 Signature of authorized
31 officer/employee of
32 (Organization, agency, clinic,
33 professional service provider)

34 (2) (a) A tenant who terminates a rental agreement under this
35 section is discharged from the payment of rent for any period
36 following the last day of the month of the quitting date. The tenant
37 shall remain liable for the rent for the month in which he or she

1 terminated the rental agreement unless the termination is in
2 accordance with RCW 59.18.200(1).

3 (b) (i) Notwithstanding lease provisions that allow for forfeiture
4 of a deposit for early termination, a tenant who terminates under
5 this section is entitled to the return of the full deposit, subject
6 to RCW 59.18.020 and 59.18.280.

7 (ii) If the landlord seeks reimbursement for damages from the
8 landlord mitigation program pursuant to RCW 43.31.605, the landlord
9 is prohibited from retaining any portion of the tenant's damage or
10 security deposit or proceeding against the tenant who terminates
11 under this section to recover sums exceeding the amount of the
12 tenant's damage or security deposit for damage to the property.

13 (c) Other tenants who are parties to the rental agreement, except
14 household members who are the victims of sexual assault, stalking,
15 unlawful harassment, or domestic violence, are not released from
16 their obligations under the rental agreement or other obligations
17 under this chapter.

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

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

30 (ii) A written record of a report signed by the qualified third
31 party must be substantially in the form specified under subsection
32 (1)(b) of this section. The record of the report provided to the
33 landlord must not include the name of the alleged perpetrator of the
34 act. On written request by the landlord, the qualified third party
35 shall, within seven days, provide the name of the alleged perpetrator
36 of the act to the landlord only if the alleged perpetrator was a
37 person meeting the definition of the term "landlord" under RCW
38 59.18.570.

39 (b) A tenant who terminates his or her rental agreement under
40 this subsection is discharged from the payment of rent for any period

1 following the latter of: (i) The date the tenant vacates the unit; or
2 (ii) the date the record of the report of the qualified third party
3 and the written notice that the tenant has vacated are delivered to
4 the landlord by mail, fax, or personal delivery by a third party. The
5 tenant is entitled to a pro rata refund of any prepaid rent and must
6 receive a full and specific statement of the basis for retaining any
7 of the deposit together with any refund due in accordance with RCW
8 59.18.280.

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

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

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

31 (i) Within sixty days of providing notice that the tenant has
32 changed or added locks, the tenant notifies the landlord in writing
33 that the tenant does not wish to terminate his or her rental
34 agreement. If the perpetrator has been identified by the qualified
35 third party and is no longer an employee or agent of the landlord or
36 owner and does not reside at the property, the tenant shall provide
37 the owner or owner's designated agent with a copy of the key to the
38 new locks at the same time as providing notice that the tenant does
39 not wish to terminate his or her rental agreement. A tenant who has a
40 valid protection, antiharassment, or other protective order against

1 the owner of the premises or against an employee or agent of the
2 landlord or owner is not required to provide a key to the new locks
3 until the protective order expires or the tenant vacates; or

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

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

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

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

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

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

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

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

32 (6) The provision of verification of a report under subsection
33 (1)(b) of this section does not waive the confidential or privileged
34 nature of the communication between a victim of domestic violence,
35 sexual assault, or stalking with a qualified third party pursuant to
36 RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence
37 obtained from such disclosure may be used in any civil,
38 administrative, or criminal proceeding against the victim unless a
39 written waiver of applicable evidentiary privilege is obtained,
40 except that the verification itself, and no other privileged

1 information, under subsection (1)(b) of this section may be used in
2 civil proceedings brought under this section.

--- **END** ---