
HOUSE BILL 1593

State of Washington

67th Legislature

2022 Regular Session

By Representatives Leavitt, Riccelli, Ryu, Taylor, Shewmake, Chopp, Wylie, Fitzgibbon, Caldier, Wicks, Barkis, Simmons, Duerr, Ramel, Eslick, and Graham

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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, 59.18.575, and 59.18.575; creating a new
5 section; providing an effective date; and providing an expiration
6 date.

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

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

1 **Sec. 2.** RCW 43.31.605 and 2021 c 115 s 5 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, unpaid judgments resulting from the tenant's failure to
31 comply with an installment payment agreement identified in RCW
32 59.18.610, late fees, attorneys' fees, and costs after a court order
33 pursuant to RCW 59.18.410(3), including any unpaid portion of the
34 judgment after the tenant defaults on the payment plan pursuant to
35 RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord
36 mitigation program account and are exempt from any postjudgment
37 interest required under RCW 4.56.110. Any claim for reimbursement
38 made pursuant to RCW 59.18.410(3)(e)(ii) must be accompanied by a
39 court order staying the writ of restitution pursuant to RCW

1 59.18.410(3). Any claim for reimbursement under this subsection
2 (1)(c) is not an entitlement.

3 (i) The department shall provide for a form on its website for
4 tenants and landlords to apply for reimbursement funds for the
5 landlord pursuant to this subsection (1)(c).

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

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

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

39 (v) With any disbursement from the account to the landlord, the
40 department shall notify the tenant at the address provided within the

1 application that a disbursement has been made to the landlord on the
2 tenant's behalf and that failure to reimburse the account for the
3 payment through the court registry may result in a denial of a future
4 application to the account pursuant to this subsection (1)(c). The
5 department may include any other additional information about how to
6 reimburse the account it deems necessary to fully inform the tenant.

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

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

20 (d)(i) Claims related to landlord mitigation for:

21 (A) Up to \$15,000 in unpaid rent that accrued between March 1,
22 2020, and six months following the expiration of the eviction
23 moratorium and the tenant being low-income, limited resourced or
24 experiencing hardship, voluntarily vacated or abandoned the tenancy;
25 or

26 (B) Up to \$15,000 in remaining unpaid rent if a tenant defaults
27 on a repayment plan entered into under RCW 59.18.630 are eligible for
28 reimbursement from the landlord mitigation program account subject to
29 the program requirements under this section, provided the tenancy has
30 not been terminated at the time of reimbursement.

31 (ii) A landlord is ineligible for reimbursement under this
32 subsection (1)(d) where the tenant vacated the tenancy because of an
33 unlawful detainer action under RCW 59.12.030(3).

34 (iii) A landlord in receipt of reimbursement from the program
35 pursuant to this subsection (1)(d) is prohibited from:

36 (A) Taking legal action against the tenant for damages or any
37 remaining unpaid rent accrued between March 1, 2020, and six months
38 following the expiration of the eviction moratorium attributable to
39 the same tenancy; or

1 (B) Pursuing collection, or authorizing another entity to pursue
2 collection on the landlord's behalf, of a judgment against the tenant
3 for damages or any remaining unpaid rent accrued between March 1,
4 2020, and six months following the expiration of the eviction
5 moratorium attributable to the same tenancy.

6 (e)(i) Claims, up to \$5,000, related to landlord mitigation for
7 damages to rental property are eligible for reimbursement from the
8 landlord mitigation program account when:

9 (A) A tenant has terminated a rental agreement pursuant to RCW
10 59.18.575;

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

13 (C) The landlord has, within the time limits specified in RCW
14 59.18.280, provided the tenant with a full and specific statement of
15 the basis for retaining any of the damage deposit;

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

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

20 (ii) Any claim for reimbursement under this subsection (1)(e) is
21 not an entitlement.

22 (iii) If at any time funds do not exist in the landlord
23 mitigation program account to reimburse claims submitted under this
24 subsection (1)(e), the department must create and maintain a waitlist
25 and distribute funds in the order the claims are received pursuant to
26 subsection (6) of this section. Payment of any claims on the waitlist
27 shall be made only from the landlord mitigation program account. The
28 department is not civilly or criminally liable and may not have any
29 penalty or cause of action of any nature arise against it regarding
30 the provision or lack of provision of funds for reimbursement.

31 (iv) The department shall provide for a form on its website for
32 landlords to apply for reimbursement funds for the landlord pursuant
33 to this subsection (1)(e).

34 (v) The department shall provide for the confidentiality of
35 tenants' personal information and shall have such rule-making
36 authority as is necessary to protect the personal information of
37 tenants under this subsection (1)(e).

38 (2) In order for a claim under subsection (1)(b)(iii) or (e) of
39 this section to be eligible for reimbursement from the landlord
40 mitigation program account, a landlord must:

1 (a) Have ensured that the rental property was inspected at the
2 commencement of the tenancy by both the tenant and the landlord or
3 landlord's agent and that a detailed written move-in property
4 inspection report, as required in RCW 59.18.260, was prepared and
5 signed by both the tenant and the landlord or landlord's agent;

6 (b) Make repairs and then apply for reimbursement to the
7 department;

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

10 (d) Submit to the department copies of the move-in property
11 inspection report specified in (a) of this subsection and supporting
12 materials including, but not limited to, before repair and after
13 repair photographs, videos, copies of repair receipts for labor and
14 materials, and such other documentation or information as the
15 department may request.

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

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

25 (c) In reviewing a claim pursuant to subsection (1)(e)(i) of this
26 section, and determining eligibility for reimbursement, the
27 department must receive documentation, acceptable to the department
28 in its sole discretion, that the claim involves a tenancy that was
29 terminated pursuant to RCW 59.18.575 and that all of the requirements
30 of subsection (1)(e)(i) of this section have been met.

31 (4) Claims pursuant to subsection (1)(b) of this section related
32 to a tenancy must total at least five hundred dollars in order for a
33 claim to be eligible for reimbursement from the program. While claims
34 or damages may exceed five thousand dollars, total reimbursement from
35 the program may not exceed five thousand dollars per tenancy.

36 (5) Damages, beyond wear and tear, that are eligible for
37 reimbursement include, but are not limited to: Interior wall gouges
38 and holes; damage to doors and cabinets, including hardware; carpet
39 stains or burns; cracked tiles or hard surfaces; broken windows;
40 damage to household fixtures such as disposal, toilet, sink, sink

1 handle, ceiling fan, and lighting. Other property damages beyond
2 normal wear and tear may also be eligible for reimbursement at the
3 department's discretion.

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

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

12 (8) A landlord in receipt of reimbursement from the program
13 pursuant to subsection (1)(b) or (e) of this section is prohibited
14 from:

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

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

20 (9) A landlord denied reimbursement under subsection (1)(b)(iii)
21 of this section may seek to obtain a judgment from a court of
22 competent jurisdiction and, if successful, may resubmit a claim for
23 damages supported by the judgment, along with a certified copy of the
24 judgment. The department may reimburse the landlord for that portion
25 of such judgment that is based on damages reimbursable under the
26 landlord mitigation program, subject to the limitations set forth in
27 this section.

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

30 (11) The department must establish a website that advertises the
31 landlord mitigation program, the availability of reimbursement from
32 the landlord mitigation program account, and maintains or links to
33 the agency rules and policies established pursuant to this section.

34 (12) Neither the state, the department, or persons acting on
35 behalf of the department, while acting within the scope of their
36 employment or agency, is liable to any person for any loss, damage,
37 harm, or other consequence resulting directly or indirectly from the
38 department's administration of the landlord mitigation program or
39 determinations under this section.

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

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

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

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

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

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

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

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

27 (vii) Any other modifications and recommendations made by
28 stakeholders to improve the effectiveness and applicability of the
29 program.

30 (14) As used in this section:

31 (a) "Housing subsidy program" means a housing voucher as
32 established under 42 U.S.C. Sec. 1437 as of January 1, 2018, or other
33 housing subsidy program including, but not limited to, valid short-
34 term or long-term federal, state, or local government, private
35 nonprofit, or other assistance program in which the tenant's rent is
36 paid either partially by the program and partially by the tenant, or
37 completely by the program directly to the landlord;

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

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

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

8 (1) Within twenty-one days after the termination of the rental
9 agreement and vacation of the premises or, if the tenant abandons the
10 premises as defined in RCW 59.18.310, within twenty-one days after
11 the landlord learns of the abandonment, the landlord shall give a
12 full and specific statement of the basis for retaining any of the
13 deposit together with the payment of any refund due the tenant under
14 the terms and conditions of the rental agreement.

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

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

22 (2) If the landlord fails to give such statement together with
23 any refund due the tenant within the time limits specified above he
24 or she shall be liable to the tenant for the full amount of the
25 deposit. The landlord is also barred in any action brought by the
26 tenant to recover the deposit from asserting any claim or raising any
27 defense for retaining any of the deposit unless the landlord shows
28 that circumstances beyond the landlord's control prevented the
29 landlord from providing the statement within the twenty-one days or
30 that the tenant abandoned the premises as defined in RCW 59.18.310.
31 The court may in its discretion award up to two times the amount of
32 the deposit for the intentional refusal of the landlord to give the
33 statement or refund due. In any action brought by the tenant to
34 recover the deposit, the prevailing party shall additionally be
35 entitled to the cost of suit or arbitration including a reasonable
36 attorneys' fee.

37 (3) Nothing in this chapter shall preclude the landlord from
38 proceeding against, and the landlord shall have the right to proceed
39 against a tenant to recover sums exceeding the amount of the tenant's

1 damage or security deposit for damage to the property for which the
2 tenant is responsible together with reasonable attorneys' fees.
3 However, if the landlord seeks reimbursement for damages from the
4 landlord mitigation program pursuant to RCW 43.31.605(1)(e), the
5 landlord is prohibited from retaining any portion of the tenant's
6 damage or security deposit or proceeding against the tenant who
7 terminates under RCW 59.18.575 to recover sums exceeding the amount
8 of the tenant's damage or security deposit for damage to the
9 property.

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

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

17 (i) The tenant or the household member has a valid order for
18 protection under one or more of the following: Chapter 7.90, 26.50,
19 26.26A, or 26.26B RCW or RCW 9A.46.040, 9A.46.050, 10.14.080,
20 10.99.040 (2) or (3), or 26.09.050; or

21 (ii) The tenant or the household member has reported the domestic
22 violence, sexual assault, unlawful harassment, or stalking to a
23 qualified third party acting in his or her official capacity and the
24 qualified third party has provided the tenant or the household member
25 a written record of the report signed by the qualified third party.

26 (b) When a copy of a valid order for protection or a written
27 record of a report signed by a qualified third party, as required
28 under (a) of this subsection, is made available to the landlord, the
29 tenant may terminate the rental agreement and quit the premises
30 without further obligation under the rental agreement or under this
31 chapter. However, the request to terminate the rental agreement must
32 occur within ninety days of the reported act, event, or circumstance
33 that gave rise to the protective order or report to a qualified third
34 party. A record of the report to a qualified third party that is
35 provided to the tenant or household member shall consist of a
36 document signed and dated by the qualified third party stating: (i)
37 That the tenant or the household member notified him or her that he
38 or she was a victim of an act or acts that constitute a crime of
39 domestic violence, sexual assault, unlawful harassment, or stalking;

(ii) the time and date the act or acts occurred; (iii) the location where the act or acts occurred; (iv) a brief description of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking; and (v) that the tenant or household member informed him or her of the name of the alleged perpetrator of the act or acts. The record of the report provided to the tenant or household member shall not include the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The qualified third party shall keep a copy of the record of the report and shall note on the retained copy the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The record of the report to a qualified third party may be accomplished by completion of a form provided by the qualified third party, in substantially the following form:

.....
[Name of organization, agency, clinic, professional service provider]

I and/or my (household member) am/is a victim of

... domestic violence as defined by RCW 26.50.010.

... sexual assault as defined by RCW 70.125.030.

... stalking as defined by RCW 9A.46.110.

... unlawful harassment as defined by RCW 59.18.570.

Briefly describe the incident of domestic violence, sexual assault, unlawful harassment, or stalking:
.....

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

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

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

.....

Signature of Tenant or
Household Member

I verify that I have provided to the person whose
signature appears above the statutes cited in RCW
59.18.575 and that the individual was a victim of an act that
constitutes a crime of domestic violence, sexual assault,
unlawful harassment, or stalking, and that the individual
informed me of the name of the alleged perpetrator of the
act. I further verify that I have informed the person whose
signature appears above that information about the landlord
mitigation program can be found on the website established
pursuant to RCW 43.31.605(11), including the form
developed pursuant to RCW 43.31.605(1)(c)(iv).
Dated this ... day of, (year)

.....

Signature of authorized
officer/employee of
(Organization, agency, clinic,
professional service provider)

(2) (a) A tenant who terminates a rental agreement under this
section is discharged from the payment of rent for any period
following the last day of the month of the quitting date. The tenant
shall remain liable for the rent for the month in which he or she
terminated the rental agreement unless the termination is in
accordance with RCW 59.18.200(1).

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

(ii) If the landlord seeks reimbursement for damages from the
landlord mitigation program pursuant to RCW 43.31.605, the landlord
is prohibited from retaining any portion of the tenant's damage or
security deposit or proceeding against the tenant who terminates

1 under this section to recover sums exceeding the amount of the
2 tenant's damage or security deposit for damage to the property.

3 (c) Other tenants who are parties to the rental agreement, except
4 household members who are the victims of sexual assault, stalking,
5 unlawful harassment, or domestic violence, are not released from
6 their obligations under the rental agreement or other obligations
7 under this chapter.

8 (3) (a) Notwithstanding any other provision under this section, if
9 a tenant or a household member is a victim of sexual assault,
10 stalking, or unlawful harassment by a landlord, the tenant may
11 terminate the rental agreement and quit the premises without further
12 obligation under the rental agreement or under this chapter prior to
13 making a copy of a valid order for protection or a written record of
14 a report signed by a qualified third party available to the landlord,
15 provided that:

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

20 (ii) A written record of a report signed by the qualified third
21 party must be substantially in the form specified under subsection
22 (1) (b) of this section. The record of the report provided to the
23 landlord must not include the name of the alleged perpetrator of the
24 act. On written request by the landlord, the qualified third party
25 shall, within seven days, provide the name of the alleged perpetrator
26 of the act to the landlord only if the alleged perpetrator was a
27 person meeting the definition of the term "landlord" under RCW
28 59.18.570.

29 (b) A tenant who terminates his or her rental agreement under
30 this subsection is discharged from the payment of rent for any period
31 following the latter of: (i) The date the tenant vacates the unit; or
32 (ii) the date the record of the report of the qualified third party
33 and the written notice that the tenant has vacated are delivered to
34 the landlord by mail, fax, or personal delivery by a third party. The
35 tenant is entitled to a pro rata refund of any prepaid rent and must
36 receive a full and specific statement of the basis for retaining any
37 of the deposit together with any refund due in accordance with RCW
38 59.18.280.

39 (4) If a tenant or a household member is a victim of sexual
40 assault, stalking, or unlawful harassment by a landlord, the tenant

1 may change or add locks to the tenant's dwelling unit at the tenant's
2 expense. If a tenant exercises his or her rights to change or add
3 locks, the following rules apply:

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

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

21 (i) Within sixty days of providing notice that the tenant has
22 changed or added locks, the tenant notifies the landlord in writing
23 that the tenant does not wish to terminate his or her rental
24 agreement. If the perpetrator has been identified by the qualified
25 third party and is no longer an employee or agent of the landlord or
26 owner and does not reside at the property, the tenant shall provide
27 the owner or owner's designated agent with a copy of the key to the
28 new locks at the same time as providing notice that the tenant does
29 not wish to terminate his or her rental agreement. A tenant who has a
30 valid protection, antiharassment, or other protective order against
31 the owner of the premises or against an employee or agent of the
32 landlord or owner is not required to provide a key to the new locks
33 until the protective order expires or the tenant vacates; or

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

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

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

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

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

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

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

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

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

33 **Sec. 5.** RCW 59.18.575 and 2021 c 215 s 155 are each amended to
34 read as follows:

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

1 (i) The tenant or the household member has a domestic violence
2 protection order, sexual assault protection order, stalking
3 protection order, or antiharassment protection order under chapter
4 7.105 RCW, or a valid order for protection under one or more of the
5 following: Chapter 26.26A or 26.26B RCW, or any of the former
6 chapters 7.90 and 26.50 RCW, or RCW 9A.46.040, 9A.46.050, 10.99.040
7 (2) or (3), or 26.09.050, or former RCW 10.14.080; or

8 (ii) The tenant or the household member has reported the domestic
9 violence, sexual assault, unlawful harassment, or stalking to a
10 qualified third party acting in his or her official capacity and the
11 qualified third party has provided the tenant or the household member
12 a written record of the report signed by the qualified third party.

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

provided by the qualified third party, in substantially the following form:

.....
[Name of organization, agency, clinic, professional service provider]

I and/or my (household member) am/is a victim of

... domestic violence as defined by RCW 7.105.010.

... sexual assault as defined by RCW 70.125.030.

... stalking as defined by RCW 9A.46.110.

... unlawful harassment as defined by RCW 59.18.570.

Briefly describe the incident of domestic violence, sexual assault, unlawful harassment, or stalking:
.....

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

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

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

Dated at (city) .., Washington, this ... day of, (year)

.....
Signature of Tenant or
Household Member

I verify that I have provided to the person whose signature appears above the statutes cited in RCW 59.18.575 and that the individual was a victim of an act that constitutes a crime of domestic violence, sexual assault, unlawful harassment, or stalking, and that the individual informed me of the name of the alleged perpetrator of the act. I further verify that I have informed the person whose signature appears above that information about the landlord mitigation program can be found on the website established pursuant to RCW 43.31.605(11), including the form developed pursuant to RCW 43.31.605(1)(e)(iv).
Dated this . . . day of . . . , . . . (year)

.....
Signature of authorized
officer/employee of
(Organization, agency, clinic,
professional service provider)

(2) (a) A tenant who terminates a rental agreement under this section is discharged from the payment of rent for any period following the last day of the month of the quitting date. The tenant shall remain liable for the rent for the month in which he or she terminated the rental agreement unless the termination is in accordance with RCW 59.18.200(1).

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

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

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

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

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

13 (ii) A written record of a report signed by the qualified third
14 party must be substantially in the form specified under subsection
15 (1)(b) of this section. The record of the report provided to the
16 landlord must not include the name of the alleged perpetrator of the
17 act. On written request by the landlord, the qualified third party
18 shall, within seven days, provide the name of the alleged perpetrator
19 of the act to the landlord only if the alleged perpetrator was a
20 person meeting the definition of the term "landlord" under RCW
21 59.18.570.

22 (b) A tenant who terminates his or her rental agreement under
23 this subsection is discharged from the payment of rent for any period
24 following the latter of: (i) The date the tenant vacates the unit; or
25 (ii) the date the record of the report of the qualified third party
26 and the written notice that the tenant has vacated are delivered to
27 the landlord by mail, fax, or personal delivery by a third party. The
28 tenant is entitled to a pro rata refund of any prepaid rent and must
29 receive a full and specific statement of the basis for retaining any
30 of the deposit together with any refund due in accordance with RCW
31 59.18.280.

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

37 (a) Within seven days of changing or adding locks, the tenant
38 must deliver to the landlord by mail, fax, or personal delivery by a
39 third party: (i) Written notice that the tenant has changed or added
40 locks; and (ii) a copy of a valid order for protection or a written

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

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

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

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

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

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

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

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

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

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

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

16 (6) 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,
22 administrative, or criminal proceeding against the victim unless a
23 written waiver of applicable evidentiary privilege is obtained,
24 except that the verification itself, and no other privileged
25 information, under subsection (1)(b) of this section may be used in
26 civil proceedings brought under this section.

27 NEW SECTION. **Sec. 6.** Section 4 of this act expires July 1,
28 2022.

29 NEW SECTION. **Sec. 7.** Section 5 of this act takes effect July 1,
30 2022.

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