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**SUBSTITUTE HOUSE BILL 1593**

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**State of Washington**

**67th Legislature**

**2022 Regular Session**

**By** House Housing, Human Services & Veterans (originally sponsored by Representatives Leavitt, Riccelli, Ryu, Taylor, Shewmake, Chopp, Wylie, Fitzgibbon, Caldier, Wicks, Barkis, Simmons, Duerr, Ramel, Eslick, Graham, Valdez, Gregerson, Bateman, Bronoske, Davis, Fey, Gilday, Macri, Peterson, Rule, Santos, Slatter, Bergquist, Tharinger, Kloba, Pollet, Griffey, Dolan, Ormsby, Chambers, Young, Hackney, and Frame)

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, 59.18.575, and 43.31.615;  
5 creating a new section; providing an effective date; and providing an  
6 expiration 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,  
4 the 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~~  
8 ~~mitigation for))~~ The following types of claims related to landlord  
9 mitigation are eligible for reimbursement from the landlord  
10 mitigation program account:

11       (a) Claims relating to renting private market rental units to  
12 low-income tenants using a housing subsidy program ~~((are eligible for~~  
13 ~~reimbursement from the landlord mitigation program account))~~ for:

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

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

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

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

32       ~~((e))~~ (b) Claims related to landlord mitigation for an unpaid  
33 judgment for rent, unpaid judgments resulting from the tenant's  
34 failure to comply with an installment payment agreement identified in  
35 RCW 59.18.610, late fees, attorneys' fees, and costs after a court  
36 order pursuant to RCW 59.18.410(3), including any unpaid portion of  
37 the judgment after the tenant defaults on the payment plan pursuant  
38 to RCW 59.18.410(3)(c), are eligible for reimbursement from the  
39 landlord mitigation program account and are exempt from any  
40 postjudgment interest required under RCW 4.56.110. Any claim for

1 reimbursement made pursuant to RCW 59.18.410(3)(e)(ii) must be  
2 accompanied by a court order staying the writ of restitution pursuant  
3 to RCW 59.18.410(3). Any claim for reimbursement under this  
4 subsection (1)(~~(e)~~) (b) is not an entitlement.

5 (i) The department shall provide for a form on its website for  
6 tenants and landlords to apply for reimbursement funds for the  
7 landlord pursuant to this subsection (1)(~~(e)~~) (b).

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

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

38 (iv) The department may deny an application made by a tenant who  
39 has failed to reimburse the department for prior payments issued  
40 pursuant to this subsection (1)(~~(e)~~) (b).

1 (v) With any disbursement from the account to the landlord, the  
2 department shall notify the tenant at the address provided within the  
3 application that a disbursement has been made to the landlord on the  
4 tenant's behalf and that failure to reimburse the account for the  
5 payment through the court registry may result in a denial of a future  
6 application to the account pursuant to this subsection (1)((~~e~~))  
7 (b). The department may include any other additional information  
8 about how to reimburse the account it deems necessary to fully inform  
9 the tenant.

10 (vi) The department's duties with respect to obtaining  
11 reimbursement from the tenant to the account are limited to those  
12 specified within this subsection (1)((~~e~~)) (b).

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

23 ((~~d~~)) (c)(i) Claims related to ((~~landlord mitigation~~)) unpaid  
24 rent for:

25 (A) Up to \$15,000 in unpaid rent that accrued between March 1,  
26 2020, and six months following the expiration of the eviction  
27 moratorium and the tenant being low-income, limited resourced or  
28 experiencing hardship, voluntarily vacated or abandoned the tenancy;  
29 or

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

35 (ii) A landlord is ineligible for reimbursement under this  
36 subsection (1)((~~d~~)) (c) where the tenant vacated the tenancy  
37 because of an unlawful detainer action under RCW 59.12.030(3).

38 (iii) A landlord in receipt of reimbursement from the program  
39 pursuant to this subsection (1)((~~d~~)) (c) is prohibited from:

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

5 (B) Pursuing collection, or authorizing another entity to pursue  
6 collection on the landlord's behalf, of a judgment against the tenant  
7 for damages or any remaining unpaid rent accrued between March 1,  
8 2020, and six months following the expiration of the eviction  
9 moratorium attributable to the same tenancy.

10 (d) (i) Claims, up to \$5,000, related to landlord mitigation for  
11 damages to rental property when:

12 (A) A tenant has terminated a rental agreement pursuant to RCW  
13 59.18.575;

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

16 (C) The landlord has, within the time limits specified in RCW  
17 59.18.280, provided the tenant with a full and specific statement;

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

20 (E) The landlord has agreed not to proceed against the tenant to  
21 recover the balance owed.

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

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

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

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

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

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

9 (b) Make repairs and then apply for reimbursement to the  
10 department;

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

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

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

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

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

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

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

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

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

17 (8) A landlord in receipt of reimbursement from the program  
18 pursuant to subsection (1)(~~(b)~~) (a) or (d) of this section is  
19 prohibited from:

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

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

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

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

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

39 (12) Neither the state, the department, or persons acting on  
40 behalf of the department, while acting within the scope of their

1 employment or agency, is liable to any person for any loss, damage,  
2 harm, or other consequence resulting directly or indirectly from the  
3 department's administration of the landlord mitigation program or  
4 determinations under this section.

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

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

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

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

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

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

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

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

31 (vii) Any other modifications and recommendations made by  
32 stakeholders to improve the effectiveness and applicability of the  
33 program.

34 (14) As used in this section:

35 (a) "Housing subsidy program" means a housing voucher as  
36 established under 42 U.S.C. Sec. 1437 as of January 1, 2018, or other  
37 housing subsidy program including, but not limited to, valid short-  
38 term or long-term federal, state, or local government, private  
39 nonprofit, or other assistance program in which the tenant's rent is



1 paid either partially by the program and partially by the tenant, or  
2 completely by the program directly to the landlord;

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

6 (c) "Private market rental unit" means any unit available for  
7 rent that is owned by an individual, corporation, limited liability  
8 company, nonprofit housing provider, or other entity structure, but  
9 does not include housing acquired, or constructed by a public housing  
10 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.  
11 This definition only applies to claims for mitigation under  
12 subsection (1)(a) of this section and does not exclude public housing  
13 agencies from making claims under subsection (1)(b), (c), or (d) of  
14 this section.

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

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

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

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

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

1 The court may in its discretion award up to two times the amount of  
2 the deposit for the intentional refusal of the landlord to give the  
3 statement or refund due. In any action brought by the tenant to  
4 recover the deposit, the prevailing party shall additionally be  
5 entitled to the cost of suit or arbitration including a reasonable  
6 attorneys' fee.

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

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

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

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

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

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

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

25 .....  
26 [Name of organization, agency, clinic, professional service  
27 provider]

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

30 ... domestic violence as defined by RCW  
31 26.50.010.

32 ... sexual assault as defined by RCW  
33 70.125.030.

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

35 ... unlawful harassment as defined by RCW  
36 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 website 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(1)(d), the  
9 landlord is prohibited from retaining any portion of the tenant's  
10 damage or security deposit or proceeding against the tenant who  
11 terminates under this section to recover sums exceeding the amount of  
12 the 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.

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

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

10 (i) The tenant or the household member has a domestic violence  
11 protection order, sexual assault protection order, stalking  
12 protection order, or antiharassment protection order under chapter  
13 7.105 RCW, or a valid order for protection under one or more of the  
14 following: Chapter 26.26A or 26.26B RCW, or any of the former  
15 chapters 7.90 and 26.50 RCW, or RCW 9A.46.040, 9A.46.050, 10.99.040  
16 (2) or (3), or 26.09.050, or former RCW 10.14.080; or

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

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



1 her of the name of the alleged perpetrator of the act or acts. The  
2 record of the report provided to the tenant or household member shall  
3 not include the name of the alleged perpetrator of the act or acts of  
4 domestic violence, sexual assault, unlawful harassment, or stalking.  
5 The qualified third party shall keep a copy of the record of the  
6 report and shall note on the retained copy the name of the alleged  
7 perpetrator of the act or acts of domestic violence, sexual assault,  
8 unlawful harassment, or stalking. The record of the report to a  
9 qualified third party may be accomplished by completion of a form  
10 provided by the qualified third party, in substantially the following  
11 form:

12 .....  
13 [Name of organization, agency, clinic, professional service  
14 provider]

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

17 ... domestic violence as defined by RCW  
18 7.105.010.

19 ... sexual assault as defined by RCW  
20 70.125.030.

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

22 ... unlawful harassment as defined by RCW  
23 59.18.570.

24 Briefly describe the incident of domestic violence,  
25 sexual assault, unlawful harassment, or stalking: .....  
26 .....

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

30 The incident(s) that I rely on in support of this  
31 declaration were committed by the following person(s): ...  
32 .....

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

35 Dated at ..... (city) . ., Washington, this ... day  
36 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)(d)(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(1)(d), 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

1 their obligations under the rental agreement or other obligations  
2 under this chapter.

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

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

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

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

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

39 (a) Within seven days of changing or adding locks, the tenant  
40 must deliver to the landlord by mail, fax, or personal delivery by a

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

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

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

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

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

36 (i) In the case of an emergency, the landlord may enter the unit  
37 if accompanied by a law enforcement or fire official acting in his or  
38 her official capacity. If the landlord reasonably concludes that the  
39 circumstances require immediate entry into the unit, the landlord

1 may, after notifying emergency services, use such force as necessary  
2 to enter the unit if the tenant is not present; or

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

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

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

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

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

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

29 **Sec. 6.** RCW 43.31.615 and 2021 c 115 s 6 are each amended to  
30 read as follows:

31 (1) The landlord mitigation program account is created in the  
32 custody of the state treasury. All transfers and appropriations by  
33 the legislature, repayments, private contributions, and all other  
34 sources must be deposited into the account. Expenditures from the  
35 account may only be used for the landlord mitigation program under  
36 this chapter to reimburse landlords for eligible claims related to  
37 private market rental units during the time of their rental to low-  
38 income tenants using housing subsidy programs as defined in RCW  
39 43.31.605, for any unpaid judgment issued within an unlawful detainer

1 action after a court order pursuant to RCW 59.18.410(3) as described  
2 in RCW 43.31.605(1)(~~(e)~~) (b), for any unpaid rent as described in  
3 RCW 43.31.605(1)(~~(d)~~) (c), for any damages to rental property as  
4 described in RCW 43.31.605(1)(d), and for the administrative costs  
5 identified in subsection (2) of this section. Only the director or  
6 the director's designee may authorize expenditures from the account.  
7 The account is subject to allotment procedures under chapter 43.88  
8 RCW, but an appropriation is not required for expenditures.

9 (2) Administrative costs associated with application,  
10 distribution, and other program activities of the department may not  
11 exceed twenty percent of the annual funds available for the landlord  
12 mitigation program. Reappropriations must not be included in the  
13 calculation of the annual funds available for determining the  
14 administrative costs.

15 (3) Funds deposited into the landlord mitigation program account  
16 shall be prioritized by the department for allowable costs under RCW  
17 43.31.605(1)(~~(b)~~) (a) and (d), and may only be used for other  
18 allowable costs when funding available in the account exceeds the  
19 amount needed to pay claims under RCW 43.31.605(1)(~~(b)~~) (a) and  
20 (d).

21 NEW SECTION. **Sec. 7.** Section 4 of this act expires July 1,  
22 2022.

23 NEW SECTION. **Sec. 8.** Section 5 of this act takes effect July 1,  
24 2022.

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