

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1593

Chapter 196, Laws of 2022

67th Legislature
2022 Regular Session

LANDLORD MITIGATION PROGRAM—CLAIMS FOR DAMAGE—CERTAIN TENANT-VICTIMS

EFFECTIVE DATE: June 9, 2022—Except for section 5, which takes effect July 1, 2022.

Passed by the House February 8, 2022
Yeas 96 Nays 0

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate March 4, 2022
Yeas 48 Nays 0

DENNY HECK

President of the Senate

Approved March 30, 2022 2:14 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1593** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

March 31, 2022

**Secretary of State
State of Washington**

SUBSTITUTE HOUSE BILL 1593

Passed Legislature - 2022 Regular Session

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)

READ FIRST TIME 01/25/22.

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

chapter. However, the request to terminate the rental agreement must occur within ninety days of the reported act, event, or circumstance that gave rise to the protective order or report to a qualified third party. A record of the report to a qualified third party that is provided to the tenant or household member shall consist of a document signed and dated by the qualified third party stating: (i) That the tenant or the household member notified him or her that he or she was a victim of an act or acts that constitute a crime of 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)(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

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

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

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

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

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

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

(b) When a copy of a valid order for protection or a written record of a report signed by a qualified third party, as required under (a) of this subsection, is made available to the landlord, the tenant may terminate the rental agreement and quit the premises without further obligation under the rental agreement or under this chapter. However, the request to terminate the rental agreement must occur within ninety days of the reported act, event, or circumstance that gave rise to the protective order or report to a qualified third party. A record of the report to a qualified third party that is provided to the tenant or household member shall consist of a document signed and dated by the qualified third party stating: (i) That the tenant or the household member notified him or her that he or she was a victim of an act or acts that constitute a crime of 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

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.

Passed by the House February 8, 2022.
Passed by the Senate March 4, 2022.
Approved by the Governor March 30, 2022.
Filed in Office of Secretary of State March 31, 2022.

--- END ---