

Landlord/Tenant Issues for Survivors of Domestic Violence, Sexual Assault, and/or Stalking

Introduction

Tenants who are victims of domestic violence, sexual assault, unlawful harassment or stalking now have increased protection under the Residential Landlord Tenant Act (RLTA). The RLTA is found in the Revised Code of Washington (RCW 59.18), which you can find at your local library, or online at <http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18>.

◆ You will see citations in this packet. (Example: “[RCW 26.50.010\(1\)](#).”) Citations tell you the law that supports the statement that comes before the citation. Use the citation to look up the law at your local law library or online, or to tell the court when you are trying to make a legal argument. RCW stands for Revised Code of Washington, which is the law of Washington State.

The law applies only to the rental of residential premises such as an apartment or house, or where both the mobile home and the space are rented in a mobile home park.

Survivors of domestic violence, sexual assault, unlawful harassment, or stalking can benefit from additional protections available under the RLTA. You can get out of a lease early, and you have the right to be free from discrimination by a landlord when entering into or renewing a lease. There are also protections for a tenant who has been abused, assaulted, or harassed by the landlord, or the landlord’s employee.

What are domestic violence, sexual assault, unlawful harassment, and stalking?

Domestic violence is a pattern of abusive behavior used by someone to control an intimate partner. The abuse can be physical, sexual, verbal, emotional, or psychological. The legal definition of domestic violence is similar. Under Washington state law, domestic violence exists when a person:

- Hits you, assaults you, or harms you physically in any way, or
- Causes you to fear immediate physical harm, assault or injury. [[RCW 26.50.010\(1\)](#).]

The person causing the harm or threatening you must be

- A family member and/or
- Someone you live with or lived with in the past and/or
- Someone with whom you have or had a dating relationship and/or
- Someone with whom you have a child.

Sexual assault is any unwanted sexual contact, either physical or verbal. ([RCW 59.18.570\(2\)](#); [RCW 70.125.030\(7\)](#).)

Unlawful harassment is a pattern of behavior by someone which seriously alarms, annoys, or harasses you. ([RCW 10.14.020](#).) This behavior would:

- cause you substantial emotional distress; or
- cause you to fear for your child/ren. ([RCW 10.14.020](#).)

Unlawful harassment is also when a landlord or property manager asks a tenant for “sexual favors” in exchange for the

nperformance of the landlord’s duties.
([RCW 59.18.570\(8\)](#).)

Stalking is any intentional incident of threatening, harassing, following, surveillance and/or coercive behavior that occurs more than once and causes you to fear for your safety, the safety of someone you know, or your property. [RCW 59.18.570](#); [RCW 9A.46.110\(1\)](#).

No one has the right to threaten or hurt you. If you think you may be a victim of domestic violence, sexual assault, unlawful harassment, and/or stalking, find support and resources near you. Call the **Domestic Violence Hotline at 1-800-562-6025**.

I am a victim of domestic violence, sexual assault, unlawful harassment and/or stalking. I need to move out of the place I rent. Can I end my lease with my landlord and move out without having to pay for the rest of the lease?

Under the law, you and/or your household members (your children or any adults other than the abuser who reside with you) who are survivors of domestic violence, sexual assault, unlawful harassment and/or stalking may end a lease with your landlord if you meet the following three conditions:

- 1) You and/or your household members must either have:
 - a valid **protection order**¹ (a court order that may help protect you and your children from domestic violence; see our brochure [Domestic Violence: How the Legal System Can Help Protect You](#) for information on

¹ The legal term for this court order is “order for protection.” In this publication, we call it a “protection order” for short.

how to get an order for protection)

OR

- a record of reporting the incident of domestic violence, sexual assault, unlawful harassment or stalking to a **“qualified third party.”** See Sample Record of Report.

A “qualified third party” means any of the following people: law enforcement officers, state court employees, doctors, nurses and other health care professionals, licensed mental health professionals or counselors, members of the clergy, or crime victim/witness program advocates. **(Reporting to a qualified third party may help you end your lease, but the report does not provide you with the legally enforceable safety provisions that a protection order gives you.)**

- 2) You must notify your landlord in writing that you (and/or your household member) are a victim of domestic violence, sexual assault, unlawful harassment, and/or stalking and attach a copy of the valid protection order or the record of the report to a qualified third party to your letter. See Sample Letter #1 or #2. If you are attaching a Record of Report form, make sure that the “qualified third party” you reported to has a copy of the form that includes your abuser’s name (Page 1 of the Record of Report Form). The copy you provide to the landlord (Page 2 of the Record of Report Form) does not have to include the name of the abuser, unless you feel comfortable giving this information to your landlord.

- 3) Lastly, you must notify your landlord that you will be moving out within 90 days of the incident of domestic violence, sexual assault, unlawful harassment, or stalking that caused you to seek the protection order or make the report. You can do this in the same letter that you use in step 2. See Sample Letter #1 or #2. This is NOT 90 days from the day you reported the incident or received the order for protection. It is 90 days from the date the incident took place.

If you meet these three conditions, you may end your lease and move out without having to pay for the rest of the time on your lease. You will still have to pay the rent due for the month in which you leave (even if you leave in the middle of the month), but you will be entitled to a refund of your deposit. To make sure you get your deposit back, see our publication [Can I Get My Security Deposit Back?](#). It explains how to get your deposit back, and what to do if you do not.

What if my landlord has assaulted, stalked, or harassed me?

If you are a victim of sexual assault, stalking, or harassment by your landlord, you can end your lease early and move out without having to pay for the rest of the lease. But you must do the following:

1. you or your household member must get a protection order or make out a report to a qualified 3rd party against the landlord (explained above)
- AND
2. you must deliver a copy of your protection order or Record of Report to the landlord within 7 days of moving out. You use mail, fax, or personal delivery by a friend or relative. The copy you provide to the landlord (Page 2 of the Record of

Report Form) must not include the name of the abuser. [RCW 59.18.575\(3\)\(a\)\(ii\)](#). However, if the landlord asks for the abuser's name, and the abuser was the landlord's employee, the 3rd party you made the report to must give the landlord the abuser's name.

If you meet these two conditions, you may end your lease and move out without having to pay for the rest of the time on your lease. You are released from the obligation for payment of rent after you vacate the unit, or the date the report by the third party and notice was delivered to the landlord, whichever is later. You are also entitled to a pro rata refund of any prepaid rent for the month, and you may be entitled to a refund of your deposit. [RCW 59.18.575\(3\)\(b\)](#). To make sure you get your deposit back, see our publication [Can I Get My Security Deposit Back?](#). It explains how to get your deposit back, and what to do if you do not.

I am a victim of domestic violence, sexual assault, unlawful harassment and/or stalking. My landlord has threatened to evict me or is refusing to renew my lease because I am a victim of abuse. What can I do?

Under the law, a landlord CANNOT legally terminate your lease, refuse to renew your lease, evict you, or refuse to rent to you just because you are a victim of domestic violence, sexual assault, unlawful harassment, and/or stalking. The landlord can end your tenancy or evict you for other lawful reasons, such as failure to pay rent.

If you believe that you are being discriminated against by a landlord because you are a victim of domestic violence, sexual assault, unlawful harassment, and/or stalking, you may be entitled to financial

compensation from the landlord. For more on legal options that may be available to you, call:

◆ Northwest Justice Project's
CLEAR hotline at:
1-888-201-1014
(for low-income callers)

OR

◆ Legal Voice Information and
Referral Line at:
1-206-621-7691

I have a court order that excludes someone who is on my lease from my rented apartment. Can I change my locks?

If you are a tenant with a valid court order that excludes someone who is also on your lease from the home, you may ask your landlord to change your locks, at your expense. The landlord must change the locks if you provide the landlord with a copy of the court order, and s/he cannot give copies of the new keys to the tenant excluded from your home.

If my landlord has sexually assaulted, stalked or harassed me, may I change the locks?

You can change or add locks to your residence, at your own expense, as long as you do the following within 7 days of changing/adding the locks:

You must deliver to the landlord the following:

- a notice that you have changed/added locks (see Sample Letters #3 & #4, attached)
- AND EITHER
 1. a copy of a protection order you have gotten against the landlord

OR

2. a report you have had made against the landlord. (See above for info on protection orders, reports, and how to deliver to the landlord.)

If you change or add locks under these circumstances, your lease will terminate in 90 days (three months) of giving notice that you have changed/added locks, unless you notify the landlord, in writing within 60 days, that you do not wish to terminate your lease. You will still have to pay the rent due for the month in which you leave (even if you leave in the middle of the month), but you may be entitled to a refund of your deposit. To make sure you get your deposit back, see our publication [Can I Get My Security Deposit Back?](#). It explains how to get your deposit back, and what to do if you do not.

If you exercise your right to change or add locks, the landlord can enter your residence only in the following situations:

- in the event of an emergency, but either when you are not at home or, if you are at home at the time, with law enforcement or a fire official;
- by giving you written, reasonable notice, so that the landlord can make needed repairs or improvements. (See [RCW 59.18.150](#) for how much advance notice the landlord must give you.)

The landlord's employee who was abusing me was fired or moved after I changed the locks and gave notice. Can I stay after all?

If the landlord's employee who was victimizing you is fired or has moved away, you may want to stay after all. In that case, you must give the landlord notice of your intent to stay no more than 60 days after you sent your notice about changing/adding locks. You must provide a copy of your new key/s along with that notice.

◆ If you have a protection order against the landlord or landlord's employee, you **DO NOT** have to send a copy of your new key/s.

Important Information

This publication provides general education, not legal advice. The law is complicated. You may need extra help even after reading this publication.

If you think that you might need a lawyer and your local legal services office cannot help you, you may be able to find a lawyer who will charge a reduced fee for your first appointment. Check the yellow pages of your phone directory under "Attorneys." There may also be a listing for a referral program operated by your local bar association.

If you are low-income and live in Washington State outside of King County, you can get legal advice by calling CLEAR at 1-888-201-1014, between the hours of 9:30 AM and 12:30 PM, Monday through Friday. If you live in King County, call 211 for referral to an appropriate legal services provider Monday through Friday from 8:00 am – 6:00 pm. Or call (206) 461-3200, or the toll-free number, 1-877-211-WASH (9274).

Whether or not you are low-income, you can call the Legal Voice Information and Referral Line for more legal information, at (206) 621-7691.

◆ **New in 2011:** HUD has announced it will investigate claims of discrimination from victims of domestic violence who reside in public housing or Section 8 housing. Contact www.hum.wa.gov for the fair housing agency nearest you.

The information in this publication is current as of the date of its printing. Laws change. Talk with a lawyer to be sure that the information in this publication is correct.

**Domestic Violence Hotline:
1-800-562-6025**

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This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice. This information is current as of the date of its printing, August 2011.

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SAMPLE RECORD OF THE REPORT TO A QUALIFIED THIRD PARTY
(Page 1-To Be Kept by Qualified Third Party)

(Complete and sign form, give one copy to the "qualified third party", and keep one for yourself)

[Name of "qualified third party" organization, agency, clinic, professional service provider]

I (and/or _____) am a victim of:
[Name of household member]

- 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 10.14.020.

Brief description of incidents of domestic violence, sexual assault, unlawful harassment or stalking:

- 1) _____

- 2) _____

- 3) _____

The incident(s) that I described above occurred on the following date(s) and time(s), and in the following locations:

e.g. The first incident I described above happened on 1/1/2004 at 8:00 PM in my apartment at 1234 Main Street, Apt. 1 Seattle, WA

The incident(s) that I described above 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 this ___ day of _____, 200__ at _____, Washington,
[City]

Signature of Tenant or Household Member

I verify that the person whose signature appears above 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.

Dated this ___ day of _____, 20__

Signature of Qualified Third Party

**SAMPLE RECORD OF THE REPORT TO A QUALIFIED THIRD PARTY
(Page 2 – To be given to Landlord)**

*(Complete and sign form, give one copy to the “qualified third party”,
give one copy to the landlord, and keep one for yourself)*

[Name of “qualified third party” organization, agency, clinic, professional service provider]

I (and/or _____) am a victim of:
[Name of household member]

- 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 10.14.020.

Brief description of incidents of domestic violence, sexual assault, unlawful harassment or stalking:

- 1) _____

- 2) _____

- 3) _____

The incident(s) that I described above occurred on the following date(s) and time(s), and in the following locations:

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

Dated this ___ day of _____, 200__ at _____, Washington,
[City]

Signature of Tenant or Household Member

I verify that the person whose signature appears above 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.

Dated this ____ day of _____, 20__

Signature of Qualified Third Party

SAMPLE LETTER #1

*Sample letter to notify landlord that you are a victim of domestic violence, sexual assault, and/or stalking, **have a valid order of protection** and wish to end your lease and move out.*

Give one copy to your landlord with a copy of the order for protection. Keep one copy for yourself.

Your Name

Address

Date

Landlord's Name

Address and Unit #

Dear (Landlord's Name):

I (and/or my household member) was a victim of an act that constitutes a crime of domestic violence, sexual assault, unlawful harassment and/or stalking. On _____, 200__, I obtained a protection order against (name of abusive person). If you see this person around my home, please contact the nearest law enforcement agency. Attached is a copy of the Order.

This letter is to notify you that I am vacating my unit on _____, 20__ in accordance with the Residential Landlord Tenant Act. Please return the refund due on my deposit to the following address: [include an address where you'll be able to safely receive mail].

Sincerely,

Your name

SAMPLE LETTER #2

*Sample letter to notify landlord that you are a victim of domestic violence, sexual assault, unlawful harassment and/or stalking, **have a record of your report of the incident signed by a qualified third party**, and wish to terminate the rental agreement and move out.*

Give one copy to your landlord along with a copy of the record of your report to a qualified third party. Keep one copy for yourself.

Your Name

Address

Date

Landlord's Name

Address and Unit #

Dear (Landlord's Name):

I (and/or my household member) was a victim of an act that constitutes a crime of domestic violence, sexual assault, unlawful harassment and/or stalking.

On (date) , 200 , I reported that incident to a qualified third party pursuant to the Residential Landlord Tenant Act. I have attached a copy of a record of my signed report to a qualified third party.

This letter is to notify you that I am vacating my unit on _____, 20 in accordance with the Residential Landlord Tenant Act. Please return the refund due on my deposit to the following address: [include an address where you'll be able to safely receive mail].

Sincerely,

Your Name

SAMPLE LETTER #3

*Sample letter to notify landlord that you are a victim of sexual assault, unlawful harassment, and/or stalking, **have a valid order of protection** and you have changed or added locks to your residence.*

Give one copy to your landlord with a copy of the order for protection. Keep one copy for yourself.

Your Name

Address

Date

Landlord's Name

Address and Unit #

Dear (Landlord's Name):

I (and/or my household member) was a victim of an act that constitutes a crime of sexual assault, unlawful harassment, and/or stalking. On _____, 200__, I obtained a protection order against the abuser. Attached is a copy of the Order.

This letter is to notify you that on (date you changed/added locks) _____, 200__, I changed/added the locks to my residence for my additional protection against the abuser, as is my right under RCW 59.18.575. Please govern yourself accordingly.

Sincerely,

Your name

SAMPLE LETTER #4

*Sample letter to notify landlord that you are a victim of sexual assault, unlawful harassment, and/or stalking, **have a record of your report of the incident signed by a qualified third party**, and you have changed or added locks to your residence.*

Give one copy to your landlord with a copy of the order for protection. Keep one copy for yourself.

Your Name

Address

Date

Landlord's Name

Address and Unit #

Dear (Landlord's Name):

I (and/or my household member) was a victim of an act that constitutes a crime of domestic violence, sexual assault, unlawful harassment and/or stalking.

On (date), 200 , I reported that incident to a qualified third party pursuant to the Residential Landlord Tenant Act. I have attached a copy of a record of my signed report to a qualified third party.

This letter is to notify you that on (date you changed/added locks) _____, 200 , I changed/added the locks to my residence for my additional protection against the abuser, as is my right under RCW 59.18.575. Please govern yourself accordingly.

I understand that I have the right to move within 90 days of this notice.

Sincerely,

Your name