

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

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## 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 can be found at your local library, or online at <http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18>.

◆ You'll see citations in this packet. (Example: "RCW 26.50.010(1).") Citations will 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're 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.

As of April, 2009, survivors of domestic violence, sexual assault, unlawful harassment, or stalking can benefit from additional new protections available under the RLTA. A survivor of one of these crimes can now get out of a lease early, and has the right to be free from discrimination by a landlord when entering into or renewing a lease. There are also new 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.)

A new law passed in 2009 says that unlawful harassment is also when a landlord or property manager asks a tenant for “sexual favors” in exchange for the performance of the landlord’s duties. (RCW 59.18.570(8).)

**Stalking** can be 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, and/or stalking, you can find support and resources near you by contacting the **Domestic Violence Hotline at 1-800-562-6025**.

**I’m a victim of domestic violence, sexual assault, unlawful harassment and/or stalking and 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 new 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**<sup>1</sup> (a court order that may help protect you and your children from

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

domestic violence; see our brochure Domestic Violence: How the Legal System Can Help Protect You for information on how to get an order for protection)

**OR**

- a record of reporting the incident of domestic violence, sexual assault, 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. (NOTE: **While reporting to a qualified third party may help you end your lease, the report doesn’t 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’re 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) doesn’t have to include the

name of the abuser, unless you feel comfortable giving this information to your landlord.

- 3) The last thing you must do is notify your landlord that you'll be moving out within 90 days of the incident of domestic violence, sexual assault, 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. Remember: this is NOT 90 days from the day you reported the incident or received the order for protection. It's 90 days from the date the incident occurred.

If these three conditions are met, you may end your lease and move out without having to pay for the rest of the time on your lease. You'll 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'll be entitled to a refund of your deposit. To make sure you get your deposit back, see our publication [Recovering Your Security Deposit](#) which explains how to get your deposit back and what to do if you don't.

### **What if it's my landlord who has assaulted, stalked, or harassed me?**

If you're 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 if you do the following:

1. you or your household member must get a protection order or make out a report to a qualified 3<sup>rd</sup> 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 3<sup>rd</sup> party you made the report to must give the landlord the abuser's name.

If these two conditions are met, 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 [Recovering Your Security Deposit](#), which explains how to get your deposit back and what to do if you don't.

### **I'm a victim of domestic violence, sexual assault, unlawful harassment and/or stalking and 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're 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're being discriminated against by a landlord because

you're a victim of domestic violence, sexual assault, unlawful harassment, and/or stalking, you may be entitled to financial compensation from the landlord. For more information on legal options that may be available to you, please contact:

◆ 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're 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 can't 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?**

If you're a victim of sexual assault, stalking, or harassment by your landlord, or an employee of the landlord, 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've changed/added locks (see Sample Letters #3 & #4, attached)
  - AND EITHER
    1. a copy of a protection order you've gotten against the landlord
- OR
2. a report you've 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've changed/added locks, unless you notify the landlord, in writing within 60 days, of you do not wish to terminate your lease. You'll 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 [Recovering Your Security Deposit](#), which explains how to get your deposit back and what to do if you don't.

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're 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.

### **What if the landlord's employee who was abusing me is fired or moves after I've changed the**

## locks and given 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 at the residence 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.

◆ NOTE: If you have a protection order against the landlord or landlord's employee, you DON'T have to send a copy of your new key/s.

## Important Information

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

If you think that you might need a lawyer and your local legal services office can't 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're 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. Whether or not you're low-income, you can call the Legal Voice Information and Referral Line for more legal information, at (206) 621-7691.

The information in this publication is current as of the date of its printing. Laws change. Talk with a lawyer if you need 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's not intended as a substitute for specific legal advice. This information is current as of the date of its printing, May 2009.**

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**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.

Brief description of incidents of domestic violence, sexual assault, 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*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, 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're 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 and 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, 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're a victim of domestic violence, sexual assault, 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, 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're a victim of sexual assault, unlawful harassment, and/or stalking, **have a valid order of protection** and you've changed or added locks to your residence.*

**Give one copy to your landlord with a copy of the order for protection and 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're 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've changed or added locks to your residence.*

**Give one copy to your landlord with a copy of the order for protection and 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, 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