



Landlord-Tenant Issues for Domestic Violence Survivors

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- ❖ **No one has the right to threaten or hurt you.** Call the National Domestic Violence Hotline at 1.800.799.7233. They can help you find support and resources near you.
 - ❖ You can find all the fact sheets we link to here at [WashingtonLawHelp.org](https://www.washingtonlawhelp.org).
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Part 1: The Basics

Should I read this?

Yes, if you rent the place where you live and you are a survivor of domestic violence. Washington state law has special protections for you. These protections apply **only** to residential rentals, such as an apartment or house **or** where you rent **both** the home and space in a mobile home park. The law does not apply to you if you rent only one, but you should talk to a lawyer to find out if you might have other options.

We use “domestic violence” here to refer to domestic violence, sexual assault, harassment or stalking. The legal protections we describe here cover survivors of all these types of harm. If you are not sure what the legal definitions of any of these types of harm are, read [Protection Orders: Can the Legal System Help Protect Me](#) to learn more.

What will I learn from reading this?

You will learn about some ways state law tries to protect survivors of domestic violence who are also tenants and who might be at risk in their homes.

- If you are a survivor of domestic violence, and you need to move, we explain how you might be able to get out of a lease early.
- If your landlord or someone who works for them has abused, assaulted, or harassed you, we explain your options.

You will also learn what to do if your landlord is trying to evict you due to an act of domestic violence against you on the rented property, particularly during the COVID-19 pandemic.

What is a protection order?

This court order may help protect you and your children from harm. Read [Protection Orders: Can the Legal System Help Protect Me](#) to learn more, or use our [Get a Protection Order](#) online interview to create the forms you need and find out how to file them.

What is a “qualified third party”?

This is someone to whom you reported the abuse or harm you experienced. It can be the police, sheriff or deputy, state court employees, doctors, nurses and other health care professionals, licensed mental health professionals or counselors, clergy, or crime victim or witness program advocates.

Reporting to a qualified third party can help you end your lease. It does not give you the same protections as a protection order. If you need a protection order, you can use our [Get a Protection Order printable packet](#) or our [interactive interview at Washington Forms Online](#).

Part 2: If the Abuser is Someone You Live With

I am a domestic violence survivor. Can I move without having to pay for the rest of the lease?

You and/or your household who are survivors of domestic violence can end a lease with your landlord after you do these things:

- Get a valid **protection order** or make a record of reporting what happened to a **“qualified third party.”** See Sample Record of Report below. You just give the third party page 1 of the report.
- Tell your landlord in writing that you (and/or your household member) have experienced domestic violence. You should attach to this letter a copy of your protection order or page 2 of your report to qualified third party. See Sample Letter #1 or #2, below.

- ❑ Tell your landlord in writing that you will be breaking the lease **within 90 days of the incident that led to the protection order or report**. You can tell the landlord what harm you experienced and that you will be breaking the lease all in one letter. See Sample Letter #1 or #2.

I've done all the things in the checklist above. Do I still have to pay the rent for the month I leave?

Yes, even if you leave in the middle of the month. But you will be entitled to a refund of your deposit. Read [Can I get My Security Deposit Back?](#) to learn more.

My partner was very violent and damaged the place. Can the landlord keep my security deposit to cover those damages?

Maybe not. You could ask your landlord to refund your deposit to you and then apply to the state's [Landlord Mitigation Program](#) for reimbursement of up to \$5,000 in damages to the place. Visit bit.ly/3PpSpIX to learn more. If you are facing this situation and the landlord decides to keep your security deposit, talk to a lawyer right away.

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- ❖ You should also talk to a lawyer if the landlord is the person who has harmed you and the landlord tries to keep your security deposit after you move. See contact info below and read [Can I get My Security Deposit Back?](#) to learn more.
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I have a court order barring someone on my lease from living here anymore. Can I change the locks?

Yes. If you give the landlord a copy of the court order, the landlord must change the locks **at your expense**. The landlord cannot give copies of the new keys to the tenant you put out.

Part 3: If the Abuser is Your Landlord

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

You can end your lease early and move out without having to pay for the rest of the lease after you or a household member do these things:

- ❑ Get a protection order or make out a report to a qualified third party against the landlord. Use page 1 of the Sample Record of Report below.
- ❑ Give your landlord a copy of your protection order or page 2 of the Record of Report, below, within 7 days of moving out. You can mail the copy or have a friend or relative deliver it.

❖ Note that page 2 of the Record of Report does **not** list the name of the person who harmed you. But the third party you reported to must give the landlord that info if the landlord asks for it in writing.

After you have done these things and moved out, you do not have to pay rent after the day you move out **or** the date the landlord got the third-party report and notice, whichever is later. You are also entitled to a pro-rated refund of any prepaid rent for the month.

Can I get my security deposit back?

You may be entitled to a refund of your deposit. Read [Can I get My Security Deposit Back?](#) to learn more. Talk to a lawyer if the landlord tries to keep your security deposit and the landlord or an employee was the cause of the abuse you experienced.

Can I change the locks?

Yes. You can change or add the locks, **at your own expense**, if within 7 days of doing so, you give the landlord these:

- A notice that you have changed or added locks. See Sample letters #3 and #4 below.
- And either a copy of a protection order you have gotten against the landlord **or** a report you have had made against the landlord (see above on protection orders, reports, and how to give to the landlord).

If you change or add locks because the landlord or an employee was the cause of the harm you experienced, your lease will end in 90 days (3 months) of giving notice that you changed or added locks, unless you notify the landlord in writing within 60 days that you do **not** want to end your lease. You must still pay the rent for the

month you leave (even if you leave in the middle of the month). You may be entitled to a refund of your deposit. Read [Can I Get My Security Deposit Back?](#) to learn more.

I changed the locks. Can the landlord still enter my place?

Yes, but only in these situations:

- In an emergency, but when you are not home or, if you are home at the time, with law enforcement or a fire official.
- By giving you written, reasonable notice, to make needed repairs or improvements.

I changed the locks and gave notice that I am moving. What if the landlord's employee who harmed me is fired or moves?

You may want to stay after all. In that case, no more than 60 days after you sent your notice about the locks, you must give the landlord written notice that you plan to stay. You must give the landlord a copy of your new keys with that notice.

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- ❖ If you have a protection order against the landlord or landlord's employee, **do not** send a copy of your new keys.
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Part 4: If Your Landlord Threatens to Evict You

My landlord has threatened to evict me because of the abuse. What can I do?

Your landlord **cannot** legally end your lease, refuse to renew your lease, evict you, or refuse to rent to you just because you are a survivor of domestic violence, sexual assault, unlawful harassment, and/or stalking. **The landlord can still end your tenancy or evict you for other, legal reasons** such as not paying rent.

If you believe your landlord is discriminating against you because of the harm you have experienced, you may be entitled to damages from the landlord. Talk with a lawyer. See contact info below.

Your landlord also cannot evict you based on your abuser's acts towards you, claiming that you or your abuser are causing a risk to immediate and significant

threat to safety, health, or property of other tenants. If you are in this situation, get legal help. See below.

Get Legal Help

- **Apply online** with [CLEAR*Online](https://www.nwjustice.org/apply-online) - [nwjustice.org/apply-online](https://www.nwjustice.org/apply-online)
- **Facing a legal issue in King County** (other than Eviction or Foreclosure)? Call 2-1-1 (or toll-free 1-877-211-9274) weekdays 8:00 am - 6:00 pm. They will refer you to a legal aid provider.
- **Facing a legal issue outside of King County** (other than Eviction or Foreclosure)? Call the CLEAR Hotline at 1-888-201-1014 weekdays between 9:15 am - 12:15 pm or apply online at [nwjustice.org/apply-online](https://www.nwjustice.org/apply-online).
- **Facing Eviction?** Call 1-855-657-8387.
- **Facing Foreclosure?** Call 1-800-606-4819.
- **Seniors (age 60 and over)** with a legal issue outside of King County can also call CLEAR*Sr at 1-888-387-7111.

Deaf, hard of hearing or speech impaired callers can call any of these numbers using the relay service of your choice.

Interpreters provided.

This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

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SAMPLE RECORD OF REPORT TO 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 59.18.570 (as per RCW 59.18.575).

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:

Example: The first incident I described above happened on 1/1/2020 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 _____, 20__ 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 REPORT TO QUALIFIED THIRD PARTY
(Page 2 –Give this to your landlord)

*(Fill out 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.
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Brief description of incidents of domestic violence, sexual assault, unlawful harassment or stalking:

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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 _____, 20__ 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, unlawful harassment and/or stalking, **have a valid protection order** and wish to end your lease and move out.*

Give one copy to your landlord with a copy of the protection order. 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 _____, 20, 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 can 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 want to end 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) , 20 , 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 will be able to receive mail safely].

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 protection order** and you have changed or added locks to where you are living.*

Give one copy to your landlord with a copy of the protection order. 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 _____, 20, 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) _____, 20, 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 the place where you are living.*

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, unlawful harassment and/or stalking.

On (date), 20 , 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 is to your notice that on (date you changed/added locks) _____, 20 , 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