

Landlord/Tenant Issues for Domestic Violence Survivors

Should I read this?

Yes, if you are

- A tenant AND
- a victim of domestic violence, sexual assault, unlawful harassment or stalking

You have protections under the state [Residential Landlord Tenant Act \(RLTA\)](#). The RLTA is in the [Revised Code of Washington \(RCW 59.18\)](#). Look for it at your local library, or online at <http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18>.

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- ❖ This packet uses **citations**. (Example: "[RCW 26.50.010\(1\)](#).") A citation tells you what law supports the statement before it. Use the citation to look up the law at your local law library or online, or to use when making a legal argument to the court.
 - ❖ RCW stands [for Revised Code of Washington](#). This is the law of Washington State.
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The RLTA applies **only** to

- residential rentals, such as an apartment or house OR
- where you rent both the home and space in a mobile home park

Domestic violence survivors can benefit from the RLTA's protections:

- You can get out of a lease early.
- You have the right to be free from discrimination by a landlord when signing or renewing a lease.

The RLTA also protects you if the landlord or someone who works for him/her has abused, assaulted, or harassed you.

What is domestic violence?

Washington law says there is domestic violence when someone:

- Hits or 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 harming or threatening you must be

- A family member AND/OR
- Someone you live with or used to live with AND/OR
- Someone with whom you have or had a dating relationship AND/OR
- Someone with whom you have a child

What is sexual assault?

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

What is unlawful harassment?

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

- cause you great emotional distress OR
- cause you to fear for your child/ren

[RCW 10.14.020](#).

It is also when a landlord or property manager asks you for “sexual favors” in exchange for them performing their duties as a landlord. [RCW 59.18.570\(8\)](#).

What is stalking?

It can be any deliberate threatening, harassing, following, surveilling (watching) and/or coercive behavior that

- happens 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 domestic violence, sexual assault, and/or stalking victim, call the National Domestic Violence Hotline at 1.800.799.7233 for support and resources near you.

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

You and/or your household (your children or any adults other than the abuser who live with you) who are domestic violence, sexual assault, unlawful harassment and/or stalking survivors may end a lease with your landlord if the following are true:

- 1) You and/or your household members must either have:
 - A valid **protection order** (a court order that may help protect you and your children from domestic violence. Our publication [Domestic Violence: How the Legal System Can Help Protect You](#) explains how to get a protection order)

OR

- A record of reporting the incident of domestic violence, sexual assault, or stalking to a **“qualified third party.”** See Sample Record of Report at the end of this publication.

A **“qualified third party”** can be law enforcement officers, state court employees, doctors, nurses and other health care professionals, licensed mental health professionals or counselors, clergy, or crime victim/witness program advocates. **(Reporting to a qualified third party may help you end your lease. It does not**

give you the same protections as a protection order.)

- 2) You must notify your landlord in writing that you (and/or your household member) are a domestic violence, sexual assault, unlawful harassment, and/or stalking victim, and attach a copy of the protection order or the record of the report to a qualified third party. See Sample Letter #1 or #2. If you are attaching a Record of Report form, the “qualified third party” you reported to must have a copy of the form that includes your abuser’s name (Page 1 of the Record of Report Form). The copy you give the landlord (Page 2 of the Record of Report Form) does not have to name the abuser.
- 3) Notify your landlord you will be moving out within 90 days of the incident that led to the protection order or report. You can do this in the same letter you use in step 2. See Sample Letter #1 or #2. **This is NOT 90 days from the day you reported the incident or got the order for protection. It is 90 days from the date the incident happened.**

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 must still pay the rent for the month you leave (even if you leave in the middle of the month), but you will be entitled to a refund of your deposit. Our publication [Can I get My Security Deposit Back](#) explains.

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 **if:**

- You or your household member get a protection order or make out a report to a qualified third party against the landlord (see above)

AND

- You give your landlord a copy of your protection order or Record of Report within seven days of moving out. You may mail or fax the copy or have a friend or relative deliver it. The copy you give the landlord (Page 2 of the Record of Report Form) must not include the abuser’s name. [RCW 59.18.575\(3\)\(a\)\(ii\)](#). If the landlord asks for the abuser’s name, and the abuser was the landlord’s employee, the third party you made the report to must give the name.

If you do the above, you may end your lease and move out without having to pay for the rest of the time on your lease. You do not have to pay rent after the later of the day you move out, or the date the report by the landlord got the third party report and notice. You are also entitled to a pro-rated refund of any prepaid rent for the month. You may also be entitled to a refund of your deposit. [RCW 59.18.575\(3\)\(b\)](#). Our publication [Can I get My Security Deposit Back?](#) explains.

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

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

If you believe the landlord is discriminating against you because you are a domestic violence, sexual assault, unlawful harassment, and/or stalking victim, you may be entitled to damages from the landlord. For more information, contact Northwest Justice Project's CLEAR hotline at 1-888-201-1014 (for low-income callers).

I have a court order excluding someone on my lease from my rented apartment. Can I change my locks?

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

My landlord has sexually assaulted, stalked or harassed me. May I change the locks?

Yes. You can change or add the locks, **at your own expense**, if within seven days of

changing/adding the locks, you give the landlord these:

- 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 info on protection orders, reports, and how to give to the landlord)

If you change or add locks under these circumstances, your lease will end in 90 days (three months) of giving notice that you have changed/added locks, unless you notify the landlord in writing within sixty 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. Our publication called [Can I Get My Security Deposit Back?](#) explains.

If you change or add locks, the landlord can enter your place **only**:

- 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. (See [RCW 59.18.150](#))

for how much notice the landlord must give you.)

I have changed the locks and given notice. What if the landlord’s employee who was abusing me is fired or moves?

You may want to stay. If so, you must give the landlord notice that you plan to stay no more than sixty days after you sent your notice about changing/adding locks. You must provide a copy of your new key/s along 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 key/s.
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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 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 9:15 AM and 12:15 PM, Monday through Friday. If you live outside King County, call 211 for referral to a 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).

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- ❖ If you are a domestic violence victim and you live in public or subsidized housing, Fair Housing will investigate your discrimination claim. Contact www.hum.wa.gov for the fair housing agency nearest you.
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The information in this publication is current as of the date of its printing. Laws change. Talk with a lawyer to be sure the information in this publication is correct.

Domestic Violence Hotline:

1.800.799.7233

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 November 2018.

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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.

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 1/1/2011 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, 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.

Brief description of incidents of domestic violence, sexual assault, 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, 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 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 _____, 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 will 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, 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), 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 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 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 _____, 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 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), 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 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