

_____ DATE

_____ (Utility company's name)

_____ (Utility company's address)

Re: Utility service for _____ (your physical address)

Dear people:

I write about your refusal to put the utilities at _____ in my name and bill me on a going-forward basis, unless I pay delinquent bills owed by my landlord, _____ (landlord's name) or a former tenant. Your refusal violates State and federal law. The law, summarized below, requires you to let me put the utility service in my name, to immediately reinstate utility service to me, and to bill me for use of the utilities going forward, without requiring me to pay amounts owed by the landlord or a former tenant.

RCW 35.21.217(5)(a) provides:

If an occupied multiple residential rental unit receives utility service through a single utility account, if the utility account's billing address is not the same as the service address of a residential rental property, or if the city or town has been notified that a tenant resides at the service address, the city or town shall make a good faith and reasonable effort to provide written notice to the service address of pending disconnection of electric power and light or water service for nonpayment at least seven calendar days prior to disconnection. The purpose of this notice is to provide any affected tenant an opportunity to resolve the delinquency with his or her landlord or to arrange for continued service. ***If requested, a city or town shall provide electric power and light or water services to an affected tenant on the same terms and conditions as other residential utility customers, without requiring that he or she pay delinquent amounts for services billed directly to the property owner or a previous tenant*** except as otherwise allowed by law and only where the city or town offers the opportunity for the affected tenant to set up a reasonable payment plan for the delinquent amounts legally due. If a landlord fails to pay for electric power and light or water services, any tenant who requests that the services be placed in his or her name may deduct from the rent due all reasonable charges paid by the tenant to the city or town for such services. A landlord may not take or threaten to take reprisals or retaliatory action as defined in RCW 59.18.240 against a tenant who deducts from his or her rent payments made to a city or

town as provided in this subsection. (*Emphasis added.*)

Your refusal to provide me service unless I pay the delinquent bill of a third party relating to my address also violates the Equal Protection Clause of the United States Constitution. *See, for example, Golden v. City of Columbus*, 404 F.3d 950, 960-63 (6th Cir. 2005) (“The critical issue is whether terminating a tenant’s water service is a rational means of collecting the landlord’s water service debt. We hold that it is not.”); *O’Neal v. City of Seattle*, 66 F.3d 1064, 1066-68 (9th Cir. 1995); *Sterling v. Village of Maywood*, 579 F.2d 1350, 1355 (7th Cir. 1978); *Craft v. Memphis Light, Gas & Water Div.*, 534 F.2d 684, 689-90 (6th Cir. 1976), *aff’d*, 436 U.S. 1 (1978); *Davis v. Weir*, 497 F.2d 139, 143-46 (5th Cir. 1974); *Pilchen v. City of Auburn*, 728 F. Supp.2d 192, 202-04 (N.D.N.Y. 2010); *Freeman v. Hayek*, 635 F. Supp. 178, 183-84 (D. Minn. 1986); *Oliver v. Hyle*, 513 P.2d 806, 808-09 (Or. App. 1973).

In *Davis v. Weir*, service for the building was in the landlord’s name. Under the agreement between the tenant and landlord, the tenant would pay the landlord rent and the landlord would pay for the water service. After a dispute between the landlord and the city, the landlord refused to pay the water bill. The city shut off the building’s service. The tenant offered to pay the city for water service on a going-forward basis. The city refused unless the tenant also paid what the landlord owed the city. The courts found for the tenant, holding that “[t]he fact that a third-party may be financially responsible for water service provided under a prior contract is an irrational, unreasonable and quite irrelevant basis upon which to distinguish between otherwise eligible applicants for water service.” 497 F.2d 139, 141-46 (5th Cir. 1974), quoting 359 F. Supp. 1023, 1027 (N.D. Ga. 1973). Numerous courts, including the United States Court of Appeals for the Ninth Circuit, have reached the same result.

“Utility service is a necessity of modern life; indeed, the discontinuance of water or heating for even short periods of time may threaten health or safety.”
Memphis Light, Gas & Water Div. v. Craft, 436 U.S. 1, 18 (1978). *See also Davis v. Weir*, 359 F. Supp. 1023, 1027 (N.D. Ga. 1973) (“The Court . . . believes it beyond question, that water is an absolute necessity of life.”).

Accordingly, I request that you immediately put the utility service for _____ in my name, reinstate utility service to me, and bill me for use of the utilities on a going-forward basis. If you choose not to, please provide me immediately with the name of and contact info for counsel whom my counsel or I may contact about scheduling a hearing on a motion for a temporary restraining order.

Sincerely,