



HOUSING

Tenants who are victims of domestic violence, sexual assault, or stalking now

have increased protection under Washington's Residential Landlord Tenant Act (RLTA). 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.

Under the new law, a victim of domestic violence, sexual assault or stalking can 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.

What are domestic violence, sexual assault 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.

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.

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.

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 your local sexual assault program listed on this brochure.

RESOURCES

Northwest Justice Project's CLEAR line

1-888-201-1014 (for low-income callers)

Northwest Women's Law Center's

Info & Referral Line: 1-206-621-7691

WA Coalition of Sexual Assault Programs

1-360-754-7583

This publication provides general legal information. It is not intended as legal advice. You should consult a lawyer if you need legal advice. This information is current as of the date of its printing, May 2004. Laws change both as the result of legislative action and court decisions.

WCSAP would like to thank the Northwest Justice Project for graciously allowing the reproduction of their housing information material presented in this brochure.

HOUSING INFORMATION FOR SURVIVORS OF SEXUAL ASSAULT



*Washington Coalition of
Sexual Assault Programs*



Legal Services Department

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No one has the right to threaten or hurt you. If you think you may be a victim of sexual assault, domestic violence and/or stalking, you can find support and resources near you by contacting the your local sexual assault program.

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 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 **order for protection** (an order for protection is a court order that may help protect you and your children from domestic violence; *OR* a record of reporting the incident of domestic violence, sexual assault, or stalking to a **“qualified third party”**).

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. Although reporting to a qualified third party may help you end your lease, you

should know that it does not provide you with the legally enforceable safety provisions that come with an order for protection.

2) You must notify your landlord in writing that you (and/or your household member) are a victim of domestic violence, sexual assault, or stalking and attach a copy of the valid order for protection or the record of the report to a qualified third party to your letter.

3) The last thing you have to do is inform your landlord that you will be moving out **within 90 days** of the incident of domestic violence, sexual assault, or stalking that caused you to seek a protection order or make a report to a “qualified third party”. You can do this in the same letter that you use in step 2. **It is 90 days from the date the incident occurred, NOT 90 days from when you reported the incident.**

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 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 will be entitled to a refund of your deposit.

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 new 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, 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, and/or stalking, you may be entitled to financial compensation from the landlord.

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 he or she cannot give copies of the new keys to the tenant excluded from your home.

Local Sexual Assault Program

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