

August 8, 2019

MEMORANDUM

To: Members of the Civil Rights, Utilities, Economic Development & Arts Committee
From: Asha Venkataraman, Analyst
Subject: Council Bill 119598: Tenant liability for damages caused due to domestic violence

On August 13, 2019, the Committee on Civil Rights, Utilities, Economic Development & Arts (CRUEDA) will discuss [Council Bill \(CB\) 119598](#), which would address a tenant's liability for damage to a landlord's property when caused by a perpetrator of domestic violence.

This memorandum: (1) provides background on the legislation; (2) describes the proposal; and (3) outlines next steps.

Background

In 2018, the Housing Justice Project of the King County Bar Association (HJP) and the Seattle Women's Commission (SWC) researched court documents associated with eviction proceedings (known as unlawful detainers) in King County in 2017. Their goal was to conduct "a deep analysis of eviction causes, processes, and outcomes" in Seattle. At the September 21, 2018 CRUEDA meeting, HJP and SWC presented the results of their research, contained in the report ["Losing Home: The Human Cost of Eviction in Seattle"](#). The report included several findings from the research regarding the characteristics of tenants being evicted, locations from where landlords were evicting tenants, the reasons for eviction, the factors leading to tenants facing eviction, the outcomes of eviction cases, and how evictions impact tenants. One issue identified was the financial hardship faced by tenants who are also survivors of domestic violence.

On February 4, 2019, the Council adopted [Resolution 31861](#), outlining many of the findings and recommendations in the *Losing Home* report and detailing the budget actions taken by the Council in the 2019 Adopted and 2020 Endorsed budgets. The resolution described the Council's commitment to exploring the strategies in the report and examining how legislative action can address the causes of eviction and associated harm to tenants and marginalized communities. One issue identified was liability and subsequent financial impacts for tenants experiencing domestic violence when a perpetrator of domestic violence causes damage to a landlord's property. Under current law, tenants are responsible for paying the cost of repairs for all damage, including damage caused as a result of domestic violence.

Central Staff presented potential actions the Council could take to resolve this issue in a [March 21, 2019 memo](#) to the Committee. The options included:

- (1) Prohibiting landlords from holding a tenant liable for such damages if the tenant has a protection order in place against the person causing the damage;
- (2) Prohibiting landlords from holding a tenant liable if the tenant filed a report with a qualified third party (such as a law enforcement officer, a court employee, a licensed mental health professional, or a domestic violence advocate) about the incident in which the perpetrator of domestic violence caused the damage and provides that report to the landlord; and
- (3) Creating a mitigation fund that would cover damages caused by perpetrators of domestic violence, regardless of with whom liability was assigned.

Councilmembers discussed a draft of the legislation combining the first two options at the [March 26, 2019, CRUEDA meeting](#). Many of the concepts included in the draft legislation are reflected in CB 119598, described below.

CB 119598

This bill adds a new subsection 7.24.030.H to the Seattle Municipal Code (SMC) to require that, with proper notification and documentation to the landlord, tenants cannot be held liable for damages to a landlord's property if the person perpetrating domestic violence against them or their household members causes the damage. Under the proposed legislation, the tenant would be required to notify the landlord that they or one of the members of their household is a survivor of domestic violence and that the damage to the property was caused by the perpetrator of the domestic violence. The tenant would also be required to provide the landlord with documentation substantiating the notice through a written report to a qualified third party or through a protection order that confirms the following information:

- The tenant or the household member notified the qualified third party that the tenant or household member was a victim of domestic violence;
- The time and date the act or acts of domestic violence and property damage occurred;
- The location where the act or acts of domestic violence and property damage occurred;
- A brief description of the act or acts of domestic violence and property damage; and
- The tenant or household member informed the qualified third party of the name of the perpetrator of the act or acts of domestic violence and property damage.

The bill defines "qualified third party" as people acting in their official capacity as law enforcement officers, a regulated health professional, court employees, licensed mental health professionals or counselors, trained advocates for crime victim/witness programs, members of the clergy, or case managers at social service agencies. This definition is substantially the same as the definition used in state level landlord tenant law, though it adds case managers at social

service agencies as a qualified third party. The bill also describes who are considered “family or household members” and defines “domestic violence” as used in the state code.

To account for this policy change, the bill updates the definition of “security deposit” in [SMC 7.24.030](#) to clarify that security deposits can be used to repair damages to the premises caused by a tenant, guest, or licensee, unless this exemption from liability applies. It also updates the duties of tenants enumerated in [SMC 22.206.170](#), requiring that tenants repair or pay for the reasonable cost of repair of all damage caused by the negligent or intentional act of the tenants, invitees, or licensees of the tenants unless this exemption applies.

Lastly, though in the draft legislation the tenant was required to provide notice and documentation to the landlord within 90 days of the event during which the damage occurred, the 90-day limitation is not included in CB 119598. Upon review, Councilmember Herbold removed this requirement to decrease the burden on survivors that such a time limitation might cause. Because of the lack of awareness around liability, tenants may not learn of their liability for such repairs until their security deposit is returned less the cost of repairs.

Next Steps

CB 119598 is scheduled for further discussion and possible vote in CRUEDA on September 10, 2019. Any potential amendments will be considered at that meeting.

cc: Kirstan Arestad, Exec Director
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