

September 5, 2019

MEMORANDUM

To: 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 September 10, 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 a short summary of the legislation as introduced; and (2) describes proposed amendments to the legislation.

CB 119598

As described in the [Central Staff memo dated August 8, 2019](#), CB 119598 exempts tenants from liability for damages caused to a landlord's property if the person perpetrating domestic violence against the tenant or their household members causes the damage. Under the proposed legislation as introduced, 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 record of a written report to a qualified third party or through a protection order. The legislation is intended to mirror the [protections at the state level](#) that allow a tenant to terminate a rental agreement early without further obligation.

Proposed Amendments

During the initial discussion of this bill at the August 13, 2019, CRUEDA meeting, Central Staff and Councilmembers identified several issues for further consideration and potential amendment. The seven amendments Councilmember Herbold is sponsoring are described below. Attachment A to this memo covers Amendment 1 in the form of a substitute bill because of a proposed title change. Attachment B contains language for the remaining amendments.

Amendment 1: Aligning protections to cover crimes included in the [Revised Code of Washington \(RCW\) 59.18.575](#) by adding in sexual assault, stalking, and unlawful harassment (Attachment A)

CB 119598 as introduced provides a tenant experiencing domestic violence exemption from liability for property damage if the perpetrator of the violence and the property damage is the same person. That language was drafted assuming that the definition of domestic violence covered instances of sexual assault, stalking, and unlawful harassment. However, the RCW

narrowly defines “domestic violence” and more broadly defines sexual assault, stalking, and unlawful harassment as follows:

RCW 70.125.030(7): "Sexual assault" means one or more of the following: (a) Rape or rape of a child; (b) Assault with intent to commit rape or rape of a child; (c) Incest or indecent liberties; (d) Child molestation; (e) Sexual misconduct with a minor; (f) Custodial sexual misconduct; (g) Crimes with a sexual motivation; (h) Sexual exploitation or commercial sex abuse of a minor; (i) Promoting prostitution; or (j) An attempt to commit any of the aforementioned offenses.

RCW 9A.46.110(1): A person commits the crime of stalking if, without lawful authority and under circumstances not amounting to a felony attempt of another crime: (a) He or she intentionally and repeatedly harasses or repeatedly follows another person; and (b) The person being harassed or followed is placed in fear that the stalker intends to injure the person, another person, or property of the person or of another person. The feeling of fear must be one that a reasonable person in the same situation would experience under all the circumstances; and (c) The stalker either: (i) Intends to frighten, intimidate, or harass the person; or (ii) Knows or reasonably should know that the person is afraid, intimidated, or harassed even if the stalker did not intend to place the person in fear or intimidate or harass the person.

RCW 59.18.570(9): "Unlawful harassment" has the same meaning as in RCW 10.14.020 and also includes any request for sexual favors to a tenant or household member in return for a change in or performance of any or all terms of a lease or rental agreement.

RCW 10.14.020: "Unlawful harassment" means a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, harasses, or is detrimental to such person, and which serves no legitimate or lawful purpose. The course of conduct shall be such as would cause a reasonable person to suffer substantial emotional distress, and shall actually cause substantial emotional distress to the petitioner, or, when the course of conduct would cause a reasonable parent to fear for the well-being of their child.

Defining sexual assault, stalking, and unlawful harassment in the proposed legislation ensures that the protections will apply in these instances. Adding these protections to the bill will require a change in bill title, requiring introduction of a substitute bill. This amendment also includes some structural changes and editorial streamlining to provide more clarity, which are reflected in Attachment A. The substitute bill does not include amendments two through seven described below.

Amendment 2: Adding and updating language and conventions to reflect legislation passed in the 2019 State legislative session (Attachment B, Pages 1-2)

CB 119598 as introduced contains definitions for “domestic violence” and “family or household members” used in the state RCW before passage of bills amending those definitions in the 2019 State legislative session. The Washington State Legislature passed [Engrossed Second Substitute House Bill \(ESHB\) 1517](#), which amends RCW provisions relating to domestic violence, including both definitions. ESHB 1517 changes the definition of “domestic violence” and “family or household member” as follows:

RCW 26.50.010: “Domestic violence” means (a) physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, ~~between family or household members;~~ ~~(b) sexual assault of one family or household member by another;~~ ~~or (c), or~~ stalking as defined in RCW 9A.46.110 of one intimate partner by another intimate partner; ~~or (b) physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, sexual assault, or stalking as defined in RCW9A.46.110 of one family or household member by another family or household member.~~

RCW 26.50.010: “Family or household members” means ~~spouses, domestic partners, former spouses, former domestic partners, persons who have a child in common regardless of whether they have been married or have lived together at any time;~~ (a) Adult persons related by blood or marriage; ~~;~~ (b) adult persons who are presently residing together or who have resided together in the past; ~~persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons 16 years of age or older with whom a person 16 years of age or older has or has had a dating relationship;~~ ; and (c) persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

Because the intent of CB 119598 is to mirror the state provisions around early lease termination in instances of domestic violence as closely as possible, the amendment would remove the existing definitions in the legislation and instead reference the meanings defined in the RCW as amended (Attachment B, Page 1).

To align the convention used in the definitions section, the amendment would also change the form of the definition of tenant to specifically reference the sections of the RCW that define the term (Attachment B, Pages 1-2). This is not a substantive change.

Lastly, [Substitute Senate Bill 5333](#) amends RCW 59.18.575 to reflect changes made to referenced sections in the state law. To ensure CB 119598 also reflects these changes, some subsections referenced in the bill would be updated to match the language in the RCW (Attachment B, Page 2).

Amendment 3: Clarifying the contents of required documentation (Attachment B, Page 3)

In CB 119598 as introduced, a tenant's exemption from liability required that the tenant submit documentation to the landlord that the tenant or household member was a victim of domestic violence and that the perpetrator of the domestic violence was the person who caused damage to the landlord's property. The elements to be included in the report would be:

- That 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
- That 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.

However, the language did not make clear that the property damage does not have to occur at the same time the act of domestic violence occurs. The intent of the legislation is to cover damage caused by a perpetrator of domestic violence. However, a perpetrator of domestic violence can cause damage as a part of a pattern of abuse, but not necessarily within the strict legal definition of an incident of "domestic violence." To ensure that property damage caused by a perpetrator of domestic violence but outside the strict definition of an incident of domestic violence is within the purview of the tenant's exemption from liability, the amendment would change the language of the elements required in the report to separate the description of the property damage from any act of domestic violence.

Amendment 4: Aligning City regulations with the prohibition against sharing the name of the alleged perpetrator with the landlord in the RCW and clarifying a landlord's remedies (Attachment B, Pages 4-5)

The requirement to provide a record of a report made to a third party to the landlord is drawn from a similar requirement in RCW 59.18.575. However, the state law also prohibits the record provided to the tenant from containing the name of the alleged perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking. Instead, the name is retained on the copy of the record of the report kept by the qualified third party. This prohibition was not included in CB 119598 as introduced in an effort to balance the landlord's ability to hold the perpetrator liable for damages caused and privacy concerns. However, after further research and discussion, Councilmember Herbold decided that the negative impacts of providing the alleged perpetrator's name on a record of a report outweighed the potential benefit of providing the name of the alleged perpetrator in this report to a landlord for the purpose of recovering damages.

Survivors make reports to a qualified third party for a variety of purposes. Because those reports can be used to document abuse and criminal activity and allow government authorities to act to protect and support victims, there is high value in survivors reporting their experiences. But for the same reasons, reporting can be dangerous to survivors, because reporting can be seen as the survivor informing on or “ratting out” the alleged perpetrator to authorities who can hold the perpetrator responsible, which is one reason for confidentiality provisions.¹

Though landlords cannot access the perpetrator’s identity through this specific reporting mechanism, this legislation does not prohibit the landlord from accessing this information in other ways. If a survivor feels safe in providing the identity of the alleged perpetrator to the landlord, they are free to do so. It is also possible that the alleged perpetrator has been party to a lease agreement with the tenant in the past, or that the alleged perpetrator’s identity is common knowledge amongst other tenants or known to the landlord in some other way. Though these sources of the perpetrator’s identity could also pose a risk to a survivor tenant, they do not carry the additional negative consequences of decreased reporting to a third party. In addition, it is highly likely that a survivor will only take advantage of the exemption created in this legislation if they feel safe enough to do so. The prohibition contained in RCW 59.18.575 and proposed in this amendment serves dual purposes: (1) to help to ensure that survivors are not discouraged from reporting, and (2) to ensure that the third party to whom they are reporting is not put in the position of or forced into giving out information that could compromise the survivor’s safety.

To make clear that landlords can hold those causing property damage responsible, Amendment 4 would add language stating that nothing precludes landlords from seeking compensation from perpetrators for property damage they cause.

There are two options for moving this potential amendment. If Amendment 1 has been adopted, Option 4a reflects the appropriate changes (Attachment B, Page 4). If Amendment 1 is not adopted, Option 4b reflects the appropriate changes (Attachment B, Page 5).

Amendment 5: Adding in evidentiary protections for survivors (Attachment B, Page 6)

RCW 59.18.575 includes provisions that maintain the privileged nature of reporting between a survivor of domestic violence and the qualified third party to whom they report and makes clear that record provided for the purposes of early termination does not waive this privilege

¹ This concept is reflected in how child support cooperation is handled at the federal level. Federal law requires that applicants for public benefits such as Medicaid and Temporary Assistance for Needy Families (TANF) must cooperate with child support enforcement programs. However, research has shown that establishing, collecting, and enforcing child support orders are triggers for domestic violence. Because of this risk, the federal law contains a “family violence” option, which exempts TANF applicants from cooperation requirements if cooperating would increase risk of domestic violence. See “Child Support and Domestic Violence,” <http://www.ncsl.org/research/human-services/child-support-and-domestic-violence.aspx> (last visited Aug. 30, 2019).

without waiver by the survivor. Amendment 5 would replicate this provision, reinforcing that provision of the verification for purposes of the exemption from liability for damages does not waive the privileged nature of the report without waiver by the survivor.

There are two options for moving this potential amendment. If Amendment 1 has been adopted, Option 5a reflects the appropriate changes. If Amendment 1 is not adopted, Option 5b reflects the appropriate changes.

Amendment 6: Changing the effective date to January 1, 2020 (Attachment B, Page 7)

The Seattle Department of Construction and Inspections (SDCI) is the enforcement body for this section of the code. Because of the changes made at the state level during the 2019 State legislative session as well as other bills discussed in this committee that change landlord tenant law, postponing the effective date of this legislation will allow SDCI time to prepare accurate outreach materials and analyze enforcement capacity.

Amendment 7: Removing the code reviser section (Attachment B, Page 8)

CB 119598 as introduced contained a section that would have allowed a code reviser to correct non-substantive inconsistencies if multiple ordinances amended the same section of the code without reference to amendments. Since introduction of this bill, the Council passed [Ordinance 125890](#), which applies this and other language to the entire code, removing the need for the code reviser section in this legislation.

Next Steps

If Amendment 1 is adopted, the bill will require a change in bill title, requiring introduction of a substitute bill. The substitute bill could be introduced on September 16 and discussed for a vote at the next CRUEDA committee meeting on September 24. If Amendment 1 is not adopted, CB 119598 as amended will likely be considered again at the next CRUEDA committee meeting on September 24, and potentially voted out of committee for a Council vote on September 30.

Attachments:

- A. Amendment 1 to CB 119598
- B. Amendments 2-7 to CB 119598

cc: Kirstan Arestad, Exec Director
Aly Pennucci, Supervising Analyst

Attachment A - Amendment 1 to CB 119598

Asha Venkataraman
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CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to rental agreements ~~and tenant liability for damages~~; relieving a tenant experiencing domestic violence, sexual assault, unlawful harassment, or stalking from liability for damage to the landlord’s property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking; and amending Sections 7.24.020, 7.24.030, and 22.206.170 of the Seattle Municipal Code.

..body

WHEREAS, on February 4, 2019, Council adopted Resolution 31861, which outlined harms that evictions from housing have on tenants and marginalized communities; and

WHEREAS, Resolution 31861 prioritized exploration of solutions for seven problems identified in the Seattle Women’s Commission and Housing Justice Project report “Losing Home: The Human Cost of Eviction in Seattle”; and

WHEREAS, “Losing Home” identified domestic violence as a reason tenants fall behind on rent and that domestic violence was a precursor to housing instability, especially for women; and

WHEREAS, the first problem identified for Council to address in Resolution 31861 was the “financial hardship for tenants experiencing domestic violence who are held liable for damages caused by a perpetrator of domestic violence”; and

WHEREAS, costs arising from acts of domestic violence can force a person experiencing domestic violence to go back to their abuser for financial reasons; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 7.24.020 of the Seattle Municipal Code, last amended by Ordinance 125840, is amended as follows:

7.24.020 Definitions

Attachment A - Amendment 1 to CB 119598

Asha Venkataraman
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1 As used in this Chapter 7.24:

2 “Department” means the Seattle Department of Construction and Inspections or its
3 successor.

4 “Domestic violence” means (a) physical harm, bodily injury, assault, or the infliction of
5 fear of imminent physical harm, bodily injury or assault, between family or household members;
6 (b) sexual assault of one family or household member by another; or (c) stalking as defined in
7 RCW 9A.46.110 of one family or household member by another family or household member.

8 “Director” means the Director of the Seattle Department of Construction and Inspections
9 or the Director's designee.

10 “Family or household members” means spouses, domestic partners, former spouses,
11 former domestic partners, persons who have a child in common regardless of whether they have
12 been married or have lived together at any time, adult persons related by blood or marriage, adult
13 persons who are presently residing together or who have resided together in the past, persons 16
14 years of age or older who are presently residing together or who have resided together in the past
15 and who have or have had a dating relationship, persons 16 years of age or older with whom a
16 person 16 years of age or older has or has had a dating relationship, and persons who have a
17 biological or legal parent-child relationship, including stepparents and stepchildren and
18 grandparents and grandchildren.

19 * * *

20 “Pet damage deposit” means money that is paid by the tenant to the landlord at any time
21 as security to pay for damage to the landlord's property that is caused by a pet for which the
22 tenant is responsible.

Attachment A - Amendment 1 to CB 119598

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1 domestic violence, ~~sexual assault, unlawful harassment, or stalking~~ regardless of whether the
2 property damage occurred during an act of domestic violence; and

3 ~~b.~~ The tenant or the household member provides documentation to the
4 landlord that the tenant or household member was a victim of domestic violence, ~~sexual assault,~~
5 ~~unlawful harassment, or stalking~~ and that the perpetrator of the domestic violence, ~~sexual assault,~~
6 ~~unlawful harassment, or stalking~~ caused the property damage. The documentation ~~must include a~~
7 ~~written report that describes the act of domestic violence and the damage to the landlord's~~
8 ~~property. The written report~~ shall consist of a document signed and dated by ~~the~~ a qualified third
9 party stating:

10 ~~ai.~~ That the tenant or the household member notified the qualified
11 third party that the tenant or household member was a victim of domestic violence, ~~sexual~~
12 ~~assault, unlawful harassment, or stalking;~~

13 ~~aii.~~ The time and date the act or acts of domestic violence and
14 property damage occurred;

15 ~~aiii.~~ The location where the act or acts of domestic violence and
16 property damage occurred;

17 ~~div.~~ A brief description of the act or acts of domestic violence and
18 property damage; and

19 ~~ev.~~ That the tenant or household member informed the qualified
20 third party of the name of the perpetrator of the act or acts of domestic violence, ~~sexual assault,~~
21 ~~unlawful harassment, or stalking~~ and property damage. The written record may be in the form of
22 a copy of a valid order of protection under one or more of the following: chapters 7.90, 26.26, or
23 26.50 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040(2) or 10.99.040(3), or

Attachment A - Amendment 1 to CB 119598

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1 26.09.050, if the protection order contains elements 7.24.030.H.~~2-e1.b.i~~ through

2 7.24.030.H.~~2-e1.b.v.~~

3 Section 3. Section 22.206.170 of the Seattle Municipal Code, last amended by Ordinance
4 125343, is amended as follows:

5 **22.206.170 Duties of tenants**

6 It (~~shall be~~) is the duty of every tenant to:

7 * * *

8 E. Within a reasonable time, repair or pay for the reasonable cost of repair of all damage
9 to the building caused by the negligent or intentional act of the tenant or the invitees or licensees
10 of the tenant, unless the tenant is exempt from liability pursuant to subsection 7.24.030.H;

11 * * *

12 Section 4. If any section or subsection of the Seattle Municipal Code affected by this
13 ordinance is amended by ordinance without reference to amendments made by this ordinance,
14 each ordinance shall be given effect to the extent that the amendments do not conflict in purpose,
15 and the code reviser may publish the section or subsection in the official code with all
16 amendments incorporated therein.

Attachment B – Amendments 2-7 to CB 119598

Amendment 2: Adding and updating language and conventions to reflect legislation passed in the 2019 State legislative session.

In Section 1, amending 7.24.020 Definitions:

“Domestic violence” ~~means (a) physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members; (b) sexual assault of one family or household member by another; or (c) stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.~~ has the meaning defined in RCW 26.50.010 as amended.

“Family or household members” ~~means spouses, domestic partners, former spouses, former domestic partners, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past, persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons 16 years of age or older with whom a person 16 years of age or older has or has had a dating relationship, and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.~~ has the meaning defined in RCW 26.50.010 as amended.

“Tenant” ~~((means a “tenant” as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the RLTA in effect at the time the rental agreement is executed. At the time~~

Attachment B – Amendments 2-7 to CB 119598

~~of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as “any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.”)~~ has the meaning defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 as amended.

In Section 2, amending 7.24.030 Rental agreement requirements

H.2:

e. That 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 written record may be in the form of a copy of a valid order of protection under one or more of the following: chapters 7.90, ~~26.26, or~~ 26.50, ~~26.26A or 26.26B~~ RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040(2) or ~~10.99.040~~(3), or 26.09.050, if the protection order contains elements 7.24.030.H.2.a through 7.24.030.H.2.e.

Attachment B – Amendments 2-7 to CB 119598

Amendment 3: Clarifying the contents of required documentation.

In Section 2, amending 7.24.030 Rental agreement requirements

H:

2. The tenant or the household member provides documentation to the landlord that the tenant or household member was a victim of domestic violence and that the perpetrator of the domestic violence caused the property damage. The documentation must include a written report that describes the act of domestic violence and the damage to the landlord’s property. The written report shall consist of a document signed and dated by the qualified third party stating:

a. That the tenant or the household member notified the qualified third party that the tenant or household member was a victim of domestic violence;

b. The time and date the act or acts of ~~domestic violence and~~ property damage occurred;

c. The location where the act or acts of ~~domestic violence and~~ property damage occurred;

d. A brief description of the act or acts of ~~domestic violence and~~ property damage; and

e. That 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 ~~that the perpetrator is the person who caused the~~ property damage.

Attachment B – Amendments 2-7 to CB 119598

Amendment 4: Aligning with the RCW the prohibition against sharing the name of the alleged perpetrator with the landlord and clarifying a landlord's remedies.

In Section 2, amending 7.24.030 Rental agreement requirements

H.2:

Option A: If Amendment 1 is adopted:

e. That 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 record of the report provided to the tenant or household member shall not include the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The qualified third party shall keep a copy of the record of the report and shall note on the retained copy the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The written record may be in the form of a copy of a valid order of protection under one or more of the following: chapters 7.90, 26.26, or 26.50 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040(2) or 10.99.040(3), or 26.09.050, if the protection order contains elements 7.24.030.H.2.a through 7.24.030.H.2.e.

3. Nothing in this legislation precludes a landlord from seeking compensation from the perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking for damage to the landlord's property caused by the perpetrator.

Attachment B – Amendments 2-7 to CB 119598

Option B: If Amendment 1 is rejected:

e. That 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 record of the report provided to the tenant or household member shall not include the name of the alleged perpetrator of the act or acts of domestic violence. The qualified third party shall keep a copy of the record of the report and shall note on the retained copy the name of the alleged perpetrator of the act or acts of domestic violence. The written record may be in the form of a copy of a valid order of protection under one or more of the following: chapters 7.90, 26.26, or 26.50 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040(2) or 10.99.040(3), or 26.09.050, if the protection order contains elements 7.24.030.H.2.a through 7.24.030.H.2.e.

3. Nothing in this legislation precludes a landlord from seeking compensation from the perpetrator of domestic violence for damage to the landlord's property caused by the perpetrator.

Attachment B – Amendments 2-7 to CB 119598

Amendment 5: Adding in evidentiary protections for survivors.

In Section 2, amending 7.24.030 Rental agreement requirements

H:

Option A: If Amendment 1 is adopted:

2. The provision of verification of a report under subsection 7.24.030.H.2 does not waive the confidential or privileged nature of the communication between a victim of domestic violence, sexual assault, unlawful harassment or stalking with a qualified third party pursuant to RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence obtained from such disclosure may be used in any civil, administrative, or criminal proceeding against the victim unless a written waiver of applicable evidentiary privilege is obtained, except that the verification itself, and no other privileged information, under subsection 7.24.030.H.2 may be used in civil proceedings brought under this Section 7.24.030.

Option B: If Amendment 1 is rejected:

2. The provision of verification of a report under subsection 7.24.030.H.2 does not waive the confidential or privileged nature of the communication between a victim of domestic violence with a qualified third party pursuant to RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence obtained from such disclosure may be used in any civil, administrative, or criminal proceeding against the victim unless a written waiver of applicable evidentiary privilege is obtained, except that the verification itself, and no other privileged information, under subsection 7.24.030.H.2 may be used in civil proceedings brought under this Section 7.24.030.

Attachment B – Amendments 2-7 to CB 119598

Amendment 6: Changing the effective date to January 1, 2020.

Section 4. Sections 1, 2, and 3 of this ordinance shall take effect and be in force on January 1, 2020.

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Attachment B – Amendments 2-7 to CB 119598

Amendment 7: Removing the code reviser section

~~Section 4. If any section or subsection of the Seattle Municipal Code affected by this ordinance is amended by ordinance without reference to amendments made by this ordinance, each ordinance shall be given effect to the extent that the amendments do not conflict in purpose, and the code reviser may publish the section or subsection in the official code with all amendments incorporated therein.~~