Tenant Screening

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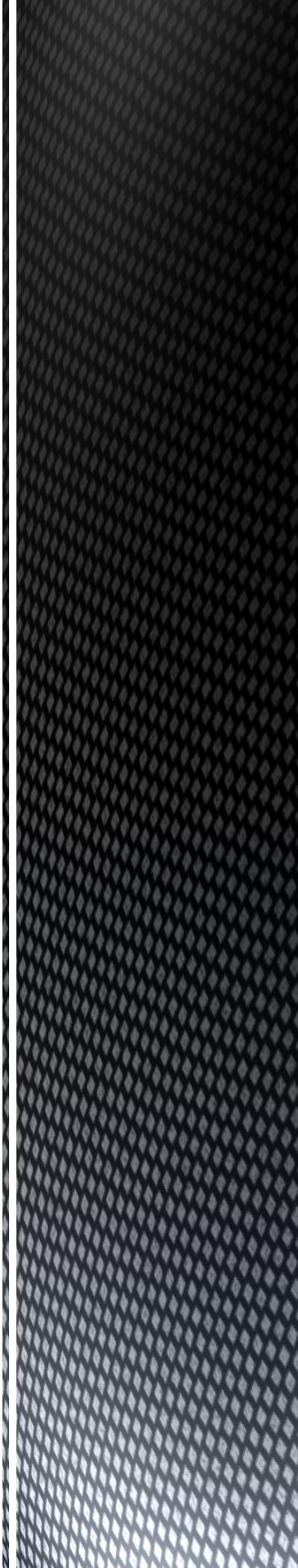

RCW 59.18.257
Screening of prospective tenants — Notice to prospective tenant — Costs — Adverse action notice — Violation — Work group.

(1)(a) Prior to obtaining any information about a prospective tenant, the prospective landlord shall first notify the prospective tenant in writing, or by posting, of the following:

(i) What types of information will be accessed to conduct the tenant screening;

(ii) What criteria may result in denial of the application; and

(iii) If a consumer report is used, the name and address of the consumer reporting agency and the prospective tenant's rights to obtain a free copy of the consumer report in the event of a denial or other adverse action, and to dispute the accuracy of information appearing in the consumer report.

(b)(i) The landlord may charge a prospective tenant for costs incurred in obtaining a tenant screening report only if the prospective landlord provides the information as required in (a) of this subsection.

(ii) If a prospective landlord conducts his or her own screening of tenants, the prospective landlord may charge his or her actual costs in obtaining the background information only if the prospective landlord provides the information as required in (a) of this subsection. The amount charged may not exceed the customary costs charged by a screening service in the general area. The prospective landlord's actual costs include costs incurred for long distance phone calls and for time spent calling landlords, employers, and financial institutions.

(c) If a prospective landlord takes an adverse action, the prospective landlord shall provide a written notice of the adverse action to the prospective tenant that states the reasons for the adverse action. The adverse action notice must contain the following information in a substantially similar format, including additional information as may be required under chapter 19.182 RCW:

RCW 59.18.257 continued…

"ADVERSE ACTION NOTICE
Name
Address
City/State/Zip Code
This notice is to inform you that your application has been:
..... Rejected
..... Approved with conditions:
..... Residency requires an increased deposit
..... Residency requires a qualified guarantor
..... Residency requires last month's rent
..... Residency requires an increased monthly rent of $.....
..... Other:
Adverse action on your application was based on the following:
..... Information contained in a consumer report (The prospective landlord must include the name, address, and phone number of the consumer reporting agency that furnished the consumer report that contributed to the adverse action.)
..... The consumer credit report did not contain sufficient information
..... Information received from previous rental history or reference
..... Information received in a criminal record
..... Information received in a civil record
..... Information received from an employment verification
Dated this ..... day of ....., 20....
Agent/Owner Signature"

RCW 59.18.257 continued…

(2) Any landlord or prospective landlord who violates this section may be liable to the prospective tenant for an amount not to exceed one hundred dollars. The prevailing party may also recover court costs and reasonable attorneys' fees.
(3) A stakeholder work group comprised of landlords, tenant advocates, and representatives of consumer reporting and tenant screening companies shall convene for the purposes of addressing the issues of tenant screening including, but not limited to: A tenant's cost of obtaining a tenant screening report; the portability of tenant screening reports; criteria used to evaluate a prospective tenant's background, including which court records may or may not be considered; and the regulation of tenant screening services. Specific recommendations on these issues are due to the legislature by December 1, 2012.
(4) This section does not limit a prospective tenant's rights or the duties of a screening service as otherwise provided in chapter 19.182 RCW.
[2012 c 41 § 3; 1991 c 194 § 3.]
Notes:
Finding -- 2012 c 41: "The legislature finds that residential landlords frequently use tenant screening reports in evaluating and selecting tenants for their rental properties. These tenant screening reports purchased from tenant screening companies may contain misleading, incomplete, or inaccurate information, such as information relating to eviction or other court records. It is challenging for tenants to dispute errors until after they apply for housing and are turned down, at which point lodging disputes are seldom worthwhile. The costs of tenant screening reports are paid by applicants. Therefore, applicants who apply for housing with multiple housing providers pay repeated screening fees for successive reports containing essentially the same information." [2012 c 41 § 1.]
Findings -- 1991 c 194: See note following RCW 59.18.253.

RCW 19.182.040
Consumer report—Prohibited information—Exceptions.

(1) Except as authorized under subsection (2) of this section, no consumer reporting agency may make a consumer report containing any of the following items of information:
(a) Bankruptcies that, from date of adjudication of the most recent bankruptcy, antedate the report by more than ten years;
(b) Suits and judgments that, from date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period;
(c) Paid tax liens that, from date of payment, antedate the report by more than seven years;
(d) Accounts placed for collection or charged to profit and loss that antedate the report by more than seven years;
(e) Records of arrest, indictment, or conviction of an adult for a crime that, from date of disposition, release, or parole, antedate the report by more than seven years;
(f) Juvenile records, as defined in *RCW 13.50.010(1)(c), when the subject of the records is twenty-one years of age or older at the time of the report; and
(g) Any other adverse item of information that antedates the report by more than seven years.
(2) Subsection (1)(a) through (e) and (g) of this section is not applicable in the case of a consumer report to be used in connection with:
(a) A credit transaction involving, or that may reasonably be expected to involve, a principal amount of fifty thousand dollars or more;
(b) The underwriting of life insurance involving, or that may reasonably be expected to involve, a face amount of fifty thousand dollars or more; or
(c) The employment of an individual at an annual salary that equals, or that may reasonably be expected to equal, twenty thousand dollars or more.
[2011 c 333 & 2; 1993 c 476 & 6.]

RCW 19.182.040
Consumer report—Prohibited information—Exceptions.

Findings—Intent—2011 c 333: "The legislature finds that:
(1) One of the goals of the juvenile justice system is to rehabilitate juvenile offenders and promote their successful reintegration into society. Without opportunities to reintegrate, juveniles suffer increased recidivism and decreased economic function.
(2) The public has an interest in accessing information relating to juvenile records for public safety and research purposes.
(3) The public's legitimate interest in accessing personal information must be balanced with the rehabilitative goals of the juvenile justice system. All benefit when former juvenile offenders, after paying their debt to society, reintegrate and contribute to their local communities as productive citizens.
(4) It is the intent of the legislature to balance the rehabilitative and reintegration needs of an effective juvenile justice system with the public's need to access personal information for public safety and research purposes." [**2011 c 333 § 1.**]

RCW 19.182.040
Consumer report — Prohibited information — Exceptions.

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- Bankruptcies that antedate the report by more than ten years;
- Suits and judgments that, from date of entry, antedate the report by more than seven years…
- Paid tax liens that antedate the report by more than seven years;
- Accounts placed for collection or charged to profit and loss that antedate the report by more than seven years;
- Records of arrest, indictment, or conviction of an adult for a crime that, from date of disposition, release, or parole, antedate the report by more than seven years;
- Juvenile records when the subject of the records is twenty-one years of age or older at the time of the report; and
- Any other adverse item that antedates the report by more than seven years.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-0500

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Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions

I. Introduction

The Fair Housing Act (or Act) prohibits discrimination in the sale, rental, or financing of dwellings and in other housing-related activities on the basis of race, color, religion, sex, disability, familial status or national origin.[1] HUD's Office of General Counsel issues this guidance concerning how the Fair Housing Act applies to the use of criminal history by providers or operators of housing and real-estate related transactions. Specifically, this guidance addresses how the discriminatory effects and disparate treatment methods of proof apply in Fair Housing Act cases in which a housing provider justifies an adverse housing action – such as a refusal to rent or renew a lease – based on an individual's criminal history.

II. Background

As many as 100 million U.S. adults – or nearly one-third of the population – have a criminal record of some sort.[2] The United States prison population of 2.2 million adults is by far the largest in the world.[3] As of 2012, the United States accounted for only about five percent of the world's population, yet almost one quarter of the world's prisoners were held in American prisons.[4] Since 2004, an average of over 650,000 individuals have been released annually from federal and state prisons,[5] and over 95 percent of current inmates will be released at some point.[6] When individuals are released from prisons and jails, their ability to access safe, secure and affordable housing is critical to their successful reentry to society.[7] Yet many formerly incarcerated individuals, as well as individuals who were convicted but not incarcerated, encounter significant barriers to securing housing, including public and other federally-subsidized housing,

because of their criminal history. In some cases, even individuals who were arrested but not convicted face difficulty in securing housing based on their prior arrest.

Across the United States, African Americans and Hispanics are arrested, convicted and incarcerated at rates disproportionate to their share of the general population.[8] Consequently, criminal records-based barriers to housing are likely to have a disproportionate impact on minority home seekers. While having a criminal record is not a protected characteristic under the Fair Housing Act, criminal history-based restrictions on housing opportunities violate the Act if, without justification, their burden falls more often on renters or other housing market participants of one race or national origin over another (i.e., discriminatory effects liability).[9] Additionally, intentional discrimination in violation of the Act occurs if a housing provider treats individuals with comparable criminal history differently because of their race, national origin or other protected characteristic (i.e., disparate treatment liability).

III. Discriminatory Effects Liability and Use of Criminal History to Make Housing Decisions

A housing provider violates the Fair Housing Act when the provider's policy or practice has an unjustified discriminatory effect, even when the provider had no intent to discriminate.[10] Under this standard, a facially-neutral policy or practice that has a discriminatory effect violates the Act if it is not supported by a legally sufficient justification. Thus, where a policy or practice that restricts access to housing on the basis of criminal history has a disparate impact on individuals of a particular race, national origin, or other protected class, such policy or practice is unlawful under the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the housing provider, or if such interest could be served by another practice that has a less discriminatory effect.[11] Discriminatory effects liability is assessed under a three-step burden-shifting standard requiring a fact-specific analysis.[12]

The following sections discuss the three steps used to analyze claims that a housing provider's use of criminal history to deny housing opportunities results in a discriminatory effect in violation of the Act. As explained in Section IV, below, a different analytical framework is used to evaluate claims of intentional discrimination.

A. Evaluating Whether the Criminal History Policy or Practice Has a Discriminatory Effect

In the first step of the analysis, a plaintiff (or HUD in an administrative adjudication) must prove that the criminal history policy has a discriminatory effect, that is, that the policy results in a disparate impact on a group of persons because of their race or national origin.[13] This burden is satisfied by presenting evidence proving that the challenged practice actually or predictably results in a disparate impact.

Whether national or local statistical evidence should be used to evaluate a discriminatory effects claim at the first step of the analysis depends on the nature of the claim alleged and the facts of that case. While state or local statistics should be presented where available and appropriate based on a housing provider's market area or other facts particular to a given case, national statistics on racial and ethnic disparities in the criminal justice system may be used where, for example, state or local statistics are not readily available and there is no reason to believe they would differ markedly from the national statistics.[14]

National statistics provide grounds for HUD to investigate complaints challenging criminal history policies.[15] Nationally, racial and ethnic minorities face disproportionately high rates of arrest and incarceration. For example, in 2013, African Americans were arrested at a rate more than double their proportion of the general population.[16] Moreover, in 2014, African Americans comprised approximately 36 percent of the total prison population in the United States, but only about 12 percent of the country's total population.[17] In other words, African Americans were incarcerated at a rate nearly three times their proportion of the general population. Hispanics were similarly incarcerated at a rate disproportionate to their share of the

general population, with Hispanic individuals comprising approximately 22 percent of the prison population, but only about 17 percent of the total U.S. population.[18] In contrast, non-Hispanic Whites comprised approximately 62 percent of the total U.S. population but only about 34 percent of the prison population in 2014.[19] Across all age groups, the imprisonment rates for African American males is almost six times greater than for White males, and for Hispanic males, it is over twice that for non-Hispanic White males.[20]

Additional evidence, such as applicant data, tenant files, census demographic data and localized criminal justice data, may be relevant in determining whether local statistics are consistent with national statistics and whether there is reasonable cause to believe that the challenged policy or practice causes a disparate impact. Whether in the context of an investigation or administrative enforcement action by HUD or private litigation, a housing provider may offer evidence to refute the claim that its policy or practice causes a disparate impact on one or more protected classes.

Regardless of the data used, determining whether a policy or practice results in a disparate impact is ultimately a fact-specific and case-specific inquiry.

B. Evaluating Whether the Challenged Policy or Practice is Necessary to Achieve a Substantial, Legitimate, Nondiscriminatory Interest

In the second step of the discriminatory effects analysis, the burden shifts to the housing provider to prove that the challenged policy or practice is justified – that is, that it is necessary to achieve a substantial, legitimate, nondiscriminatory interest of the provider.[21] The interest proffered by the housing provider may not be hypothetical or speculative, meaning the housing provider must be able to provide evidence proving both that the housing provider has a substantial, legitimate, nondiscriminatory interest supporting the challenged policy and that the challenged policy actually achieves that interest.[22]

Although the specific interest(s) that underlie a criminal history policy or practice will no doubt vary from case to case, some landlords and property managers have asserted the protection of other residents and their property as the reason for such policies or practices.[23] Ensuring

resident safety and protecting property are often considered to be among the fundamental responsibilities of a housing provider, and courts may consider such interests to be both substantial and legitimate, assuming they are the actual reasons for the policy or practice.[24] A housing provider must, however, be able to prove through reliable evidence that its policy or practice of making housing decisions based on criminal history actually assists in protecting resident safety and/or property. Bald assertions based on generalizations or stereotypes that any individual with an arrest or conviction record poses a greater risk than any individual without such a record are not sufficient to satisfy this burden.

1. Exclusions Because of Prior Arrest

A housing provider with a policy or practice of excluding individuals because of one or more prior arrests (without any conviction) cannot satisfy its burden of showing that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest.[25] As the Supreme Court has recognized, "[t]he mere fact that a man has been arrested has very little, if any, probative value in showing that he has engaged in any misconduct. An arrest shows nothing more than that someone probably suspected the person apprehended of an offense."[26] Because arrest records do not constitute proof of past unlawful conduct and are often incomplete (*e.g.*, by failing to indicate whether the individual was prosecuted, convicted, or acquitted),[27] the fact of an arrest is not a reliable basis upon which to assess the potential risk to resident safety or property posed by a particular individual. For that reason, a housing provider who denies housing to persons on the basis of arrests not resulting in conviction cannot prove that the exclusion actually assists in protecting resident safety and/or property.

Analogously, in the employment context, the Equal Employment Opportunity Commission has explained that barring applicants from employment on the basis of arrests not resulting in conviction is not consistent with business necessity under Title VII because the fact of an arrest does not establish that criminal conduct occurred.[28]

2. *Exclusions Because of Prior Conviction*

In most instances, a record of conviction (as opposed to an arrest) will serve as sufficient evidence to prove that an individual engaged in criminal conduct.[29] But housing providers that apply a policy or practice that excludes persons with prior convictions must still be able to prove that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. A housing provider that imposes a blanket prohibition on any person with any conviction record – no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then – will be unable to meet this burden. One federal court of appeals held that such a blanket ban violated Title VII, stating that it "could not conceive of any business necessity that would automatically place every individual convicted of any offense, except a minor traffic offense, in the permanent ranks of the unemployed."[30] Although the defendant-employer in that case had proffered a number of theft and safety-related justifications for the policy, the court rejected such justifications as "not empirically validated."[31]

A housing provider with a more tailored policy or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary to serve a "substantial, legitimate, nondiscriminatory interest." To do this, a housing provider must show that its policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and/or property and criminal conduct that does not.[32]

A policy or practice that fails to take into account the nature and severity of an individual's conviction is unlikely to satisfy this standard.[33] Similarly, a policy or practice that does not consider the amount of time that has passed since the criminal conduct occurred is unlikely to satisfy this standard, especially in light of criminological research showing that, over time, the likelihood that a person with a prior criminal record will engage in additional criminal conduct decreases until it approximates the likelihood that a person with no criminal history will commit an offense.[34]

Accordingly, a policy or practice that fails to consider the nature, severity, and recency of criminal conduct is unlikely to be proven necessary to serve a "substantial, legitimate, nondiscriminatory interest" of the provider. The determination of whether any particular criminal history-based restriction on housing satisfies step two of the discriminatory effects standard must be made on a case-by-case basis.[35]

C. Evaluating Whether There Is a Less Discriminatory Alternative

The third step of the discriminatory effects analysis is applicable only if a housing provider successfully proves that its criminal history policy or practice is necessary to achieve its substantial, legitimate, nondiscriminatory interest. In the third step, the burden shifts back to the plaintiff or HUD to prove that such interest could be served by another practice that has a less discriminatory effect.[36]

Although the identification of a less discriminatory alternative will depend on the particulars of the criminal history policy or practice under challenge, individualized assessment of relevant mitigating information beyond that contained in an individual's criminal record is likely to have a less discriminatory effect than categorical exclusions that do not take such additional information into account. Relevant individualized evidence might include: the facts or circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. By delaying consideration of criminal history until after an individual's financial and other qualifications are verified, a housing provider may be able to minimize any additional costs that such individualized assessment might add to the applicant screening process.

D. Statutory Exemption from Fair Housing Act Liability for Exclusion Because of Illegal Manufacture or Distribution of a Controlled Substance

Section 807(b)(4) of the Fair Housing Act provides that the Act does not prohibit "conduct against a person because such person has been convicted … of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)."[37] Accordingly, a housing provider will not be liable under the Act for excluding individuals because they have been convicted of one or more of the specified drug crimes, regardless of any discriminatory effect that may result from such a policy.

Limitation. Section 807(b)(4) only applies to disparate impact claims based on the denial of housing due to the person's *conviction* for drug manufacturing or distribution; it does not provide a defense to disparate impact claims alleging that a policy or practice denies housing because of the person's *arrest* for such offenses. Similarly, the exemption is limited to disparate impact claims based on drug *manufacturing or distribution* convictions, and does not provide a defense to disparate impact claims based on other drug-related convictions, such as the denial of housing due to a person's conviction for drug *possession*.

IV. Intentional Discrimination and Use of Criminal History

A housing provider may also violate the Fair Housing Act if the housing provider intentionally discriminates in using criminal history information. This occurs when the provider treats an applicant or renter differently because of race, national origin or another protected characteristic. In these cases, the housing provider's use of criminal records or other criminal history information as a pretext for unequal treatment of individuals because of race, national origin or other protected characteristics is no different from the discriminatory application of any other rental or purchase criteria.

For example, intentional discrimination in violation of the Act may be proven based on evidence that a housing provider rejected an Hispanic applicant based on his criminal record, but admitted a non-Hispanic White applicant with a comparable criminal record. Similarly, if a housing provider has a policy of not renting to persons with certain convictions, but makes exceptions to it for Whites but not African Americans, intentional discrimination exists.[38] A disparate treatment violation may also be proven based on evidence that a leasing agent assisted a White applicant seeking to secure approval of his rental application despite his potentially disqualifying criminal record under the housing provider's screening policy, but did not provide such assistance to an African American applicant.[39]

Discrimination may also occur before an individual applies for housing. For example, intentional discrimination may be proven based on evidence that, when responding to inquiries from prospective applicants, a property manager told an African American individual that her criminal record would disqualify her from renting an apartment, but did not similarly discourage a White individual with a comparable criminal record from applying.

If overt, direct evidence of discrimination does not exist, the traditional burden-shifting method of establishing intentional discrimination applies to complaints alleging discriminatory intent in the use of criminal history information.[40] First, the evidence must establish a prima facie case of disparate treatment. This may be shown in a refusal to rent case, for example, by evidence that: (1) the plaintiff (or complainant in an administrative enforcement action) is a member of a protected class; (2) the plaintiff or complainant applied for a dwelling from the housing provider; (3) the housing provider rejected the plaintiff or complainant because of his or her criminal history; and (4) the housing provider offered housing to a similarly-situated applicant not of the plaintiff or complainant's protected class, but with a comparable criminal record. It is then the housing provider's burden to offer "evidence of a legitimate, nondiscriminatory reason for the adverse housing decision."[41] A housing provider's nondiscriminatory reason for the challenged decision must be clear, reasonably specific, and supported by admissible evidence.[42] Purely subjective or arbitrary reasons will not be sufficient to demonstrate a legitimate, nondiscriminatory basis for differential treatment.[43]

While a criminal record can constitute a legitimate, nondiscriminatory reason for a refusal to rent or other adverse action by a housing provider, a plaintiff or HUD may still prevail by showing that the criminal record was not the true reason for the adverse housing decision, and was instead a mere pretext for unlawful discrimination. For example, the fact that a housing provider acted upon comparable criminal history information differently for one or more individuals of a different protected class than the plaintiff or complainant is strong evidence that a housing provider was not considering criminal history information uniformly or did not in fact have a criminal history policy. Or pretext may be shown where a housing provider did not actually know of an applicant's criminal record at the time of the alleged discrimination. Additionally, shifting or inconsistent explanations offered by a housing provider for the denial of an application may also provide evidence of pretext. Ultimately, the evidence that may be offered to show that the plaintiff or complainant's criminal history was merely a pretextual

justification for intentional discrimination by the housing provider will depend on the facts of a particular case.

The section 807(b)(4) exemption discussed in Section III.D., above, does not apply to claims of intentional discrimination because by definition, the challenged conduct in intentional discrimination cases is taken because of race, national origin, or another protected characteristic, and not because of the drug conviction. For example, the section 807(b)(4) exemption would not provide a defense to a claim of intentional discrimination where the evidence shows that a housing provider rejects only African American applicants with convictions for distribution of a controlled substance, while admitting White applicants with such convictions.

V. Conclusion

The Fair Housing Act prohibits both intentional housing discrimination and housing practices that have an unjustified discriminatory effect because of race, national origin or other protected characteristics. Because of widespread racial and ethnic disparities in the U.S. criminal justice system, criminal history-based restrictions on access to housing are likely disproportionately to burden African Americans and Hispanics. While the Act does not prohibit housing providers from appropriately considering criminal history information when making housing decisions, arbitrary and overbroad criminal history-related bans are likely to lack a legally sufficient justification. Thus, a discriminatory effect resulting from a policy or practice that denies housing to anyone with a prior arrest or any kind of criminal conviction cannot be justified, and therefore such a practice would violate the Fair Housing Act.

Policies that exclude persons based on criminal history must be tailored to serve the housing provider's substantial, legitimate, nondiscriminatory interest and take into consideration such factors as the type of the crime and the length of the time since conviction. Where a policy or practice excludes individuals with only certain types of convictions, a housing provider will still bear the burden of proving that any discriminatory effect caused by such policy or practice is justified. Such a determination must be made on a case-by-case basis.

Selective use of criminal history as a pretext for unequal treatment of individuals based on race, national origin, or other protected characteristics violates the Act.

Helen R. Kanovsky, General Counsel

Criminal History Screening

Owner and management desire to provide well maintained and well kept property for the benefit of all residents. Screening criteria herein are adopted with the intent of maximizing the ability to provide safe housing for residents, managerial staff, the property, and neighbors. Screening criteria herein are also intended to minimize liability risks, the costs of insurance, maintenance, and repairs to the premises. Screening shall be designed to provide housing to individuals who do not constitute or pose an unreasonable risk of direct threat to persons and/or property of physical harm and/or adverse housing environment. Owner and management agree to limit screening of conviction history to serious offenses against person and/or property

Owner and management will screen for criminal convictions for crimes against person or property. Crimes listed below, as well as substantially similar crimes, may result in denial of application.

Murder
Manslaughter
Assault
Robbery
Rape
Child Molestation
Rape of a Child
Lewd Conduct
Solicitation of a Minor for Immoral purpose
Registration Requirement under Federal or State Sex Offender Registration Act
Kidnaping
Theft (1°/ 2°/ 3°)
Identity Theft
Prostitution
Burglary
Malicious Mischief
Arson
Reckless Burning
Delivery of a controlled substance
Possession of a controlled substance
Manufacturing a controlled substance

FOR TRAINING PURPOSES ONLY
Please consult Independent legal counsel.

In matters relating to criminal conviction history, circumstances and mitigating facts that may be considered include:
Nature and severity of past conduct; age of individual at time of conduct; evidence of good tenant history before or after conviction or conduct; evidence of rehabilitation and treatment efforts; restitution of damages if any; nature of severity of offenses(s); number of similar past offenses or lack thereof; and impact of housing decision on other non offending household members.

Applicant(s) with an arrest and pending criminal case will be evaluated based upon the facts of the underlying case to determine if conduct justifies exclusion as a threat to others or property. If the applicant has a criminal case pending, for any crime set forth on the Standard Criminal Addendum, the application will be put on hold until the case has been finalized. The applicant(s) are not allowed to be approved to move in to a leasehold until the criminal case is finalized and/or determined. Provided, management may limit application of this policy to conduct that would justify exclusion due to threat posed to person or property.

Source of Income Discrimination

The Tenant's Union of Washington State provides the following information on Tenant Discrimination:

- Discrimination against renters based on verifiable and legitimate sources of income is an unfair and discriminatory practice.

- Policies like "no section 8" are a pretext for illegal discrimination and have a disparate impact on Washington's most vulnerable families.

- Renters who receive a verifiable source of legal income, such as social security, child support, SSI and section 8 vouchers (or any other governmental or non-profit subsidy) should not be automatically assumed to be unacceptable or undesirable renters.

- Limit income to rent quantifiers based upon the tenant's portion of rent.

- Eg. "Qualified applicants must have reoccurring monthly income in an amount equal to 3 times the tenant's portion of monthly rent "

Questions

The following questions are regarding our Rental Criteria, Sources of Income, and Proof of Income:

Attached is a sample of our rental criteria that we hand out to prospects:

1) We'd like to see if there are any recommended changes based on the source of income and vouchers. We do not have any mention of vouchers or include it in our proof of income section.

2) We're in a scenario where someone is asking for a three-month lease agreement. They are currently unemployed, so based on our stated rental criteria, they would need to provide proof that they hold 6 months worth of rent or get a guarantor. In this case, they have their tax return in their bank, but obviously, could spend that money tomorrow and we're in a risky position.

We're a little torn across our team on the second part.

At some properties, we see retirees move here from other areas that just sold their homes and their social security won't meet our rent-to-income ratio, but their bank statement showing the money from the sale meets the proof using the 6 months of coverage as stated. We could fear that they would go wild and spend those savings as well.

The person accepting a job offer that provides an offer letter verifying their income could lose their job the day after moving in (it has happened).

I believe we're being a little too fearful of the what-could-happen scenarios, but want to help provide some assurance for the managers as they are approving applications, as to not discriminate against anyone either.

Answer

Your questions are really good. You and your team are looking at the issues from a lot of angles which is impressive!

There are not two issues, as issue number two seems to have multiple subsets.

1)

I'll look at the criteria language and bolster it a little. There's no harm in stating you accept voucher recipients that meet criteria. This should be a quick fix.

The kicker on source of income screening is looking at applying your criteria to the tenants portion of rent. I think your concerns about other types of source of income discrimination are valid and show great anticipation for how this will evolve.

2)

I think your offer of tenancy is a big part of the equation. Are you offering a 12 month, 6 month, 3 month, or month to month tenancy? Does the applicant dictate the term of tenancy at this property?

If you are offering a specific term of tenancy and the applicant is offering a different term then I don't think that's a discrimination or source of income issue. There is no mutual assent to the term of tenancy. You do not need to accept that counter offer.

2)a)

If a 3 month term is acceptable, then we need to look at other issues relating to screening. You state applicant is unemployed but has money in the bank. You state the current policy mandates the applicant has 6 months of rent in the bank or secure a cosigner. It doesn't sound like there are any other stated policy criteria.

It sounds like the current policy is not sufficient. I agree the money in the bank is a nebulous criteria without more. I think the missing element is an enhanced deposit requirement. You need collateral as security. I'd think two to three times the rent as deposit is reasonable. I think you could consider a guarantor on top of or in the alternative to an enhanced deposit.

I think it's critical that a policy be established and followed to avoid disparate treatment claims. If you have a stated policy that's been provided to the applicant then you probably need to follow it now and amend for the future.

2)b)

The retirees pretty much fall into the above analysis. It starts with income to rent quantifiers in your screening being limited to the tenant's portion of the rental obligation.

If the applicant can't meet that income to rent requirement then safeguards may be applied. The requirements of money in the bank showing ability to pay 6 months of rent, together with enhanced deposit or cosigner would seem adequate.

I suppose that you could add a requirement to reaffirm bank balance to continue to show money in bank but I don't recommend such a practice. I think it might be difficult to uniformly enforce and may lead to issues.

2)c)

The person with a job offer but not established income takes us back to your screening criteria. Is the idea that you screen for stated income, past income, current income, or prospective income? I think the language in the criteria dictates this issue. Currently, the criteria is somewhat open for interpretation relative to application of the sub-parts. I think we can revise the language by adding some conjunctions("and" /"or") and make it more specific.

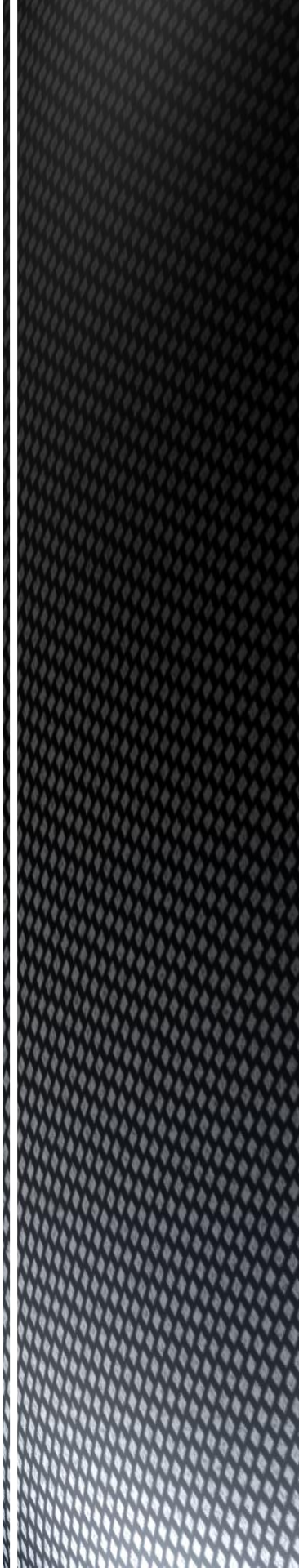
I believe the Spokane ordinance is really focused on source of income that is prospective. This is to say that if there is a voucher promising future rent payment then you must accept that source. This should be considered in formulating an acceptable criteria.

3)

You're not being too fearful. You are doing a great job brain storming about potential problems. This is how you stay fluid and reform policies as laws and trends develop.

FAIR HOUSING- LANDLORD'S PERSPECTIVE

Eric M. Steven P.S.



I. Tenant Screening

a. Develop written screening criteria to tenant applicants

b. Screening criteria should pertain to the applicant's past rental history, criminal conviction history, and credit history as permitted by state and/or federal law (See Fair Credit Reporting Act).

- **RCW 59.18.257** - Screening of prospective tenants — Notice to prospective tenant — Costs — Adverse action notice — Violation — Work group.
- **RCW 19.182.040** - Consumer report — Prohibited information — Exceptions.

c. Screening criteria should inform the tenant of grounds for denial of the application.

d. Screening criteria should be applied uniformly to all applicants- First qualified applicant accepted.

e. Provide required notice of adverse action for conditionally accepted or denied applicants.

f. Avoid Steering

RCW 59.18.257

Screening of prospective tenants — Notice to prospective tenant — Costs — Adverse action notice — Violation — Work group.

(1)(a) Prior to obtaining any information about a prospective tenant, the prospective landlord shall first notify the prospective tenant in writing, or by posting, of the following:

(i) What types of information will be accessed to conduct the tenant screening;

(ii) What criteria may result in denial of the application; and

(iii) If a consumer report is used, the name and address of the consumer reporting agency and the prospective tenant's rights to obtain a free copy of the consumer report in the event of a denial or other adverse action, and to dispute the accuracy of information appearing in the consumer report.

(b)(i) The landlord may charge a prospective tenant for costs incurred in obtaining a tenant screening report only if the prospective landlord provides the information as required in (a) of this subsection.

(ii) If a prospective landlord conducts his or her own screening of tenants, the prospective landlord may charge his or her actual costs in obtaining the background information only if the prospective landlord provides the information as required in (a) of this subsection. The amount charged may not exceed the customary costs charged by a screening service in the general area. The prospective landlord's actual costs include costs incurred for long distance phone calls and for time spent calling landlords, employers, and financial institutions.

(c) If a prospective landlord takes an adverse action, the prospective landlord shall provide a written notice of the adverse action to the prospective tenant that states the reasons for the adverse action. The adverse action notice must contain the following information in a substantially similar format, including additional information as may be required under chapter 19.182 RCW:

RCW 59.18.257 continued:

"ADVERSE ACTION NOTICE

Name

Address

City/State/Zip Code

This notice is to inform you that your application has been:

..... Rejected

..... Approved with conditions:

..... Residency requires an increased deposit

..... Residency requires a qualified guarantor

..... Residency requires last month's rent

..... Residency requires an increased monthly rent of $.....

..... Other:

Adverse action on your application was based on the following:

..... Information contained in a consumer report (The prospective landlord must include the name, address, and phone number of the consumer reporting agency that furnished the consumer report that contributed to the adverse action.)

..... The consumer credit report did not contain sufficient information

..... Information received from previous rental history or reference

..... Information received in a criminal record

..... Information received in a civil record

..... Information received from an employment verification

Dated this ..... day of ....., 20....

Agent/Owner Signature"

RCW 59.18.257 continued:

2) Any landlord or prospective landlord who violates this section may be liable to the prospective tenant for an amount not to exceed one hundred dollars. The prevailing party may also recover court costs and reasonable attorneys' fees.

(3) A stakeholder work group comprised of landlords, tenant advocates, and representatives of consumer reporting and tenant screening companies shall convene for the purposes of addressing the issues of tenant screening including, but not limited to: A tenant's cost of obtaining a tenant screening report; the portability of tenant screening reports; criteria used to evaluate a prospective tenant's background, including which court records may or may not be considered; and the regulation of tenant screening services. Specific recommendations on these issues are due to the legislature by December 1, 2012.

(4) This section does not limit a prospective tenant's rights or the duties of a screening service as otherwise provided in chapter 19.182 RCW.

RCW 19.182.040

Consumer report — Prohibited information — Exceptions.

(1) Except as authorized under subsection (2) of this section, no consumer reporting agency may make a consumer report containing any of the following items of information:

(a) Bankruptcies that, from date of adjudication of the most recent bankruptcy, antedate the report by more than ten years;

(b) Suits and judgments that, from date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period;

(c) Paid tax liens that, from date of payment, antedate the report by more than seven years;

(d) Accounts placed for collection or charged to profit and loss that antedate the report by more than seven years;

(e) Records of arrest, indictment, or conviction of an adult for a crime that, from date of disposition, release, or parole, antedate the report by more than seven years;

(f) Juvenile records, as defined in RCW 13.50.010(1)(c), when the subject of the records is twenty-one years of age or older at the time of the report; and

(g) Any other adverse item of information that antedates the report by more than seven years.

(2) Subsection (1)(a) through (e) and (g) of this section is not applicable in the case of a consumer report to be used in connection with:

(a) A credit transaction involving, or that may reasonably be expected to involve, a principal amount of fifty thousand dollars or more;

(b) The underwriting of life insurance involving, or that may reasonably be expected to involve, a face amount of fifty thousand dollars or more; or

(c) The employment of an individual at an annual salary that equals, or that may reasonably be expected to equal, twenty thousand dollars or more.

[2011 c 333 § 2; 1993 c 476 § 6.]

II. Developing Non-Discriminating Rules

a. Know your protected classes

- Race
- Color
- National Origin
- Ancestry
- Religion
- Sex
- Familial Status/Parental Status
- Disability
- Marital Status
- Section 8
- Political Ideology
- Age
- Sexual Orientation
- Gender Identity
- Veterans Status

b. Know what’s prohibited

- Discriminatory Conduct

c. Create clear, comprehensive, written neutral tenant rules

- Address Conduct not character

d. Avoid unintentional violations

- Adult Swim
- Teen Curfew
- Pool Rules
- False Occupancy Restrictions
- Treating Service Animals as Pets

e. Understand disparate impact

- 3x Rent to Income Requirement

- May discriminate against someone on SSI with payee

f. Consider Policies of progressive discipline

g. Tenant Rules and Policies should address what will happen

h. Rules must be adequately communicated to the tenant

- Legible Leases and Rules
- Translation may be necessary

III. Enforcing Rules in a Non-Discriminating Manner

a. Discover and document Rule violations.

b. Identify all written Policies when addressing tenant's violation of duties.

c. Uniformly apply written Policies to All offending parties.

d. Understand need to grant reasonable accommodation in terms and conditions when requested.

e. Reconcile and follow all Lease, Federal, State, and Municipal Rules and Regulations through Policy enforcement.

TEN (10) DAY NOTICE TO COMPLY OR VACATE

_____
TENANT(s) Name; and
Any and All Other Subtenants/Occupants

_____

_____
Leasehold Address

Dear _____:

The undersigned on behalf of your LANDLORD, _____, hereby gives you notice that your are in breach of your residential lease agreement dated _____ for the real property commonly known as_____, City of _____, County of _____, State of Washington. You are allegedly _____

_____

_____.

This must stop. This notice is issued pursuant to RCW 59.12.030 and RCW 59.18 et seq.

Your Lease Agreement provides: _____

_____

_____

_____

YOU HAVE TEN (10) DAYS TO COMPLY WITH THE TERMS OF YOUR TENANT(s) OBLIGATIONS AND THIS NOTICE OR VACATE THE PREMISES WHICH YOU NOW OCCUPY. THIS NOTICE APPLIES TO YOU AND ANY OTHER PERSONS YOU MAY HAVE ALLOWED ON OR ABOUT THE PREMISES.

The consent of the LANDLORD in any instance to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any covenant or condition herein contained, nor shall any waiver be claimed as to any provision of your lease unless the same be in writing, signed by the LANDLORD or the LANDLORD's authorized agent. Your LANDLORD's acceptance of rent is not a waiver of any preceding or existing breach other than failure of TENANT(s) to pay the particular rental so accepted. If your lease term has not expired, vacation of your tenancy will not relieve you of your remaining lease obligations including your obligation to pay future unaccrued rent. Your LANDLORD intends to enforce your lease agreement to the fullest extent allowed by law. **Intentional and/or malicious damage to a leasehold premises is punishable as a crime under RCW 9.A.** This notice is issued pursuant to RCW 59.12.030(4).

DATED this ___ day of _____ 20____.

_____
LANDLORD/Agent

THIRTY (30) DAY NOTICE TO CURE LEASE NON-COMPLIANCE

_____
_____
_____

Dear _____:

It has come to your landlord's attention that you have failed to:

_____
_____
_____.

This failure is in violation of your lease and state law. Your noncompliance with your lease and/or statute can substantially affect the health and safety of you and your guests and can substantially increase the hazards of fire or accident. Within thirty (30) days after receipt of this Notice your landlord requires you to:

_____
_____
_____.

If you fail to cure the lease noncompliance within thirty (30) days, your Landlord may enter the dwelling unit and cause the work to be done and submit an itemized bill of the actual and reasonable cost of repair, to be payable on the next date when periodic rent is due, or on terms mutually agreed to by you and your landlord.

Your lease agreement at section _____ provides:

_____
_____
_____.

RCW 59.18.130, Duties of Tenant, provides in part:

> Each tenant shall pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations, and in addition shall:
>
> (1) Keep that part of the premises, which he or she occupies and uses, as clean and sanitary as the conditions of the premises permit;

(2) Properly dispose from his or her dwelling unit all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant;

(4) Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;

(5) Not permit a nuisance or common waste;

RCW 59.18.180, Tenant's failure to comply with statutory duties - Landlord to give tenant written notice of noncompliance - Landlord's remedies, provides in part:

"(1) If the tenant fails to comply with any portion of RCW 59.18.130 or 59.18.140, and such noncompliance can substantially affect the health and safety of the tenant or other tenants, or substantially increase the hazards of fire or accident that can be remedied by repair, replacement of a damaged item, or cleaning, the tenant shall comply within thirty days after written notice by the landlord specifying the noncompliance, or, in the case of emergency as promptly as conditions require. If the tenant fails to remedy the noncompliance within that period the landlord may enter the dwelling unit and cause the work to be done and submit an itemized bill of the actual and reasonable cost of repair, to be payable on the next date when periodic rent is due, or on terms mutually agreed to by the landlord and tenant, or immediately if the rental agreement has terminated."

YOU HAVE THIRTY (30) DAYS TO COMPLY WITH THE TERMS OF YOUR LEASE AGREEMENT AND/OR STATUTORY OBLIGATIONS AND CURE THE DEFAULTS DESCRIBED IN THIS NOTICE. ANY SUBSTANTIAL NONCOMPLIANCE WITH RCW 59.18.130 OR 59.18.140 SHALL CONSTITUTE GROUNDS FOR COMMENCING AN ACTION FOR UNLAWFUL DETAINER.

The consent of the lessor in any instance to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any covenant or condition herein contained, nor shall any waiver be claimed as to any provision of the lease unless the same be in writing, signed by the lessor or the lessor's authorized agent. Lessor's acceptance of rent is not a waiver of any preceding or existing breach other than failure of tenant to pay the particular rental so accepted. If your lease term has not expired, vacation of the tenancy will not relieve you of remaining lease obligations including an obligation to pay future unaccrued rent. Lessor intends to enforce your lease agreement to the fullest extent allowed by law. **Intentional and/or malicious damage to the leasehold premises is punishable as a crime under RCW 9.A.**

This notice applies to you and any other persons you may have allowed on or about the premises. This notice supersedes any previous notice issued to you relating to your tenancy. This notice is issued pursuant to RCW 59.18.180.

The purpose of this communication is an attempt to collect a debt. Any information obtained through this communication will be used for debt collection purposes.

Dated this the _____ day of _____, 20____.

_____

Landlord/Agent

RCW 59.18.130

Duties of tenant.

Each tenant shall pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations, and in addition shall:

(1) Keep that part of the premises which he or she occupies and uses as clean and sanitary as the conditions of the premises permit;

(2) Properly dispose from his or her dwelling unit all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant;

(3) Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the landlord;

(4) Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;

(5) Not permit a nuisance or common waste;

(6) Not engage in drug-related activity at the rental premises, or allow a subtenant, sublessee, resident, or anyone else to engage in drug-related activity at the rental premises with the knowledge or consent of the tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

(7) Maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required in RCW 43.44.110(3);

(8) Not engage in any activity at the rental premises that is:

(a) Imminently hazardous to the physical safety of other persons on the premises; and

(b)(i) Entails physical assaults upon another person which result in an arrest; or

(ii) Entails the unlawful use of a firearm or other deadly weapon as defined in RCW 9A.04.110 which results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under RCW 59.18.352. Nothing in this subsection (8) shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon;

(9) Not engage in any gang-related activity at the premises, as defined in RCW 59.18.030, or allow another to engage in such activity at the premises, that renders people in at least two or more dwelling units or residences insecure in life or the use of property or that injures or endangers the safety or health of people in at least two or more dwelling units or residences. In determining whether a tenant is engaged in gang-related activity, a court should consider the totality of the circumstances, including factors such as whether there have been a significant number of complaints to the landlord about the tenant's activities at the property, damages done by the tenant to the property, including the property of other tenants or neighbors, harassment or threats made by the tenant to other tenants or neighbors that have been reported to law enforcement agencies, any police incident reports involving the tenant, and the tenant's criminal history; and

(10) Upon termination and vacation, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by failure of the landlord to comply with his or her obligations under this chapter. The tenant shall not be charged for normal cleaning if he or she has paid a nonrefundable cleaning fee.

[2011 c 132 § 8; 1998 c 276 § 2; 1992 c 38 § 2; 1991 c 154 § 3; 1988 c 150 § 2; 1983 c 264 § 3; 1973 1st ex.s. c 207 § 13.]

RCW 59.12.030
Unlawful detainer defined.

A tenant of real property for a term less than life is guilty of unlawful detainer either:

(1) When he or she holds over or continues in possession, in person or by subtenant, of the property or any part thereof after the expiration of the term for which it is let to him or her. When real property is leased for a specified term or period by express or implied contract, whether written or oral, the tenancy shall be terminated without notice at the expiration of the specified term or period;

(2) When he or she, having leased property for an indefinite time with monthly or other periodic rent reserved, continues in possession thereof, in person or by subtenant, after the end of any such month or period, when the landlord, more than twenty days prior to the end of such month or period, has served notice (in manner in RCW 59.12.040 provided) requiring him or her to quit the premises at the expiration of such month or period;

(3) When he or she continues in possession in person or by subtenant after a default in the payment of rent, and after notice in writing requiring in the alternative the payment of the rent or the surrender of the detained premises, served (in manner in RCW 59.12.040 provided) in behalf of the person entitled to the rent upon the person owing it, has remained uncomplied with for the period of three days after service thereof. The notice may be served at any time after the rent becomes due;

(4) When he or she continues in possession in person or by subtenant after a neglect or failure to keep or perform any other condition or covenant of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than one for the payment of rent, and after notice in writing requiring in the alternative the performance of such condition or covenant or the surrender of the property, served (in manner in RCW 59.12.040 provided) upon him or her, and if there is a subtenant in actual possession of the premises, also upon such subtenant, shall remain uncomplied with for ten days after service thereof. Within ten days after the service of such notice the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform such condition or covenant and thereby save the lease from such forfeiture;

(5) When he or she commits or permits waste upon the demised premises, or when he or she sets up or carries on thereon any unlawful business, or when he or she erects, suffers, permits, or maintains on or about the premises any nuisance, and remains in possession after the service (in manner in RCW 59.12.040 provided) upon him or her of three days' notice to quit;

(6) A person who, without the permission of the owner and without having color of title thereto, enters upon land of another and who fails or refuses to remove therefrom after three days' notice, in writing and served upon him or her in the manner provided in RCW 59.12.040. Such person may also be subject to the criminal provisions of chapter 9A.52 RCW; or

(7) When he or she commits or permits any gang-related activity at the premises as prohibited by RCW 59.18.130.

[1998 c 276 § 6; 1983 c 264 § 1; 1953 c 106 § 1. Prior: 1905 c 86 § 1; 1891 c 96 § 3; 1890 p 73 § 3; RRS § 812.]

RCW 59.12.040

Service of notice — Proof of service.

Any notice provided for in this chapter shall be served either (1) by delivering a copy personally to the person entitled thereto; or (2) if he or she be absent from the premises unlawfully held, by leaving there a copy, with some person of suitable age and discretion, and sending a copy through the mail addressed to the person entitled thereto at his or her place of residence; or (3) if the person to be notified be a tenant, or an unlawful holder of premises, and his or her place of residence is not known, or if a person of suitable age and discretion there cannot be found then by affixing a copy of the notice in a conspicuous place on the premises unlawfully held, and also delivering a copy to a person there residing, if such a person can be found, and also sending a copy through the mail addressed to the tenant, or unlawful occupant, at the place where the premises unlawfully held are situated. Service upon a subtenant may be made in the same manner: PROVIDED, That in cases where the tenant or unlawful occupant, shall be conducting a hotel, inn, lodging house, boarding house, or shall be renting rooms while still retaining control of the premises as a whole, that the guests, lodgers, boarders, or persons renting such rooms shall not be considered as subtenants within the meaning of this chapter, but all such persons may be served by affixing a copy of the notice to be served in two conspicuous places upon the premises unlawfully held; and such persons shall not be necessary parties defendant in an action to recover possession of said premises. Service of any notice provided for in this chapter may be had upon a corporation by delivering a copy thereof to any officer, agent, or person having charge of the business of such corporation, at the premises unlawfully held, and in case no such officer, agent, or person can be found upon such premises, then service may be had by affixing a copy of such notice in a conspicuous place upon said premises and by sending a copy through the mail addressed to such corporation at the place where said premises are situated. Proof of any service under this section may be made by the affidavit of the person making the same in like manner and with like effect as the proof of service of summons in civil actions. When a copy of notice is sent through the mail, as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail in the county in which the property is situated properly addressed with postage prepaid: PROVIDED, HOWEVER, That when service is made by mail one additional day shall be allowed before the commencement of an action based upon such notice. RCW 59.18.375 may also apply to notice given under this chapter.

[2010 c 8 § 19007; 1983 c 264 § 2; 1911 c 26 § 1; 1905 c 86 § 2; 1891 c 96 § 5; RRS § 814. Prior: 1890 p 75 § 4.]

IV. Protecting Against Discrimination

a. Education and Training

- Foster an Environment of Inclusion
- Post Non-Discrimination Posters
- Written Policies

b. Auditing

- Outside Agency Testing

c. Internal Policy protocols

V. Dealing with Discovered Discrimination

a. Internal affairs

- HR Director/ Consult Employment Attorney

b. Responding to Claims

- Be professional
- Clarify facts
- Provide Documentation supporting proper conduct
- Invite conciliation