

Effect: Clarifying that written agreements include rental, lease, lease-purchase, or loan agreements.

1 AN ACT Relating to theft of rental, leased, lease-purchased, or
2 loaned property; amending RCW 9A.56.096; and prescribing penalties.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 9A.56.096 and 2012 c 30 s 1 are each amended to read
5 as follows:

6 (1) A person who, with intent to deprive the owner or owner's
7 agent, wrongfully obtains, or exerts unauthorized control over, or by
8 color or aid of deception gains control of personal property that is
9 rented, leased, or loaned by written agreement to the person, is
10 guilty of theft of rental, leased, lease-purchased, or loaned
11 property.

12 (2) A person who, having control of personal property under a
13 written rental, lease, lease-purchase, or loan agreement,
14 intentionally holds the property beyond the expiration of the rental,
15 lease, lease-purchase, or loan period without the effective consent
16 of the owner of the property, depriving the owner of the property of
17 its use in further rentals, is guilty of theft of rental, leased,
18 lease-purchased, or loaned property. It is not a defense that the
19 person returned the personal property held under a rental, lease,
20 lease-purchase, or loan agreement after the expiration of the rental,
21 lease, lease-purchase, or loan agreement if the person fails to pay

1 the applicable rental, lease, lease-purchase, or loan charge for the
2 property for any time that the person held the personal property,
3 regardless of whether the rental, lease, lease-purchase, or loan
4 charge was incurred prior to or after the expiration date of the
5 rental, lease, lease-purchase, or loan agreement.

6 (3) The finder of fact may presume intent to deprive if the
7 finder of fact finds either of the following:

8 (a) That the person who rented or leased the property failed to
9 return or make arrangements acceptable to the owner of the property
10 or the owner's agent to return the property to the owner or the
11 owner's agent within seventy-two hours after receipt of proper notice
12 following the due date of the rental, lease, lease-purchase, or loan
13 agreement; or

14 (b) That the renter, lessee, or borrower presented identification
15 to the owner or the owner's agent that was materially false,
16 fictitious, or not current with respect to name, address, place of
17 employment, or other appropriate items.

18 ((+3)) (4) As used in subsection ((+2)) (3) of this section,
19 "proper notice" consists of a written demand by the owner or the
20 owner's agent made after the due date of the rental, lease, lease-
21 purchase, or loan period, mailed by certified or registered mail to
22 the renter, lessee, or borrower at: (a) The address the renter,
23 lessee, or borrower gave when the contract was made; or (b) the
24 renter, lessee, or borrower's last known address if later furnished
25 in writing by the renter, lessee, borrower, or the agent of the
26 renter, lessee, or borrower.

27 ((+4)) (5) The replacement value of the property obtained must
28 be utilized in determining the amount involved in the theft of
29 rental, leased, lease-purchased, or loaned property.

30 ((+5)) (6)(a) Theft of rental, leased, lease-purchased, or
31 loaned property is a class B felony if the rental, leased, lease-
32 purchased, or loaned property is valued at five thousand dollars or
33 more.

34 (b) Theft of rental, leased, lease-purchased, or loaned property
35 is a class C felony if the rental, leased, lease-purchased, or loaned
36 property is valued at seven hundred fifty dollars or more but less
37 than five thousand dollars.

38 (c) Theft of rental, leased, lease-purchased, or loaned property
39 is a gross misdemeanor if the rental, leased, lease-purchased, or
40 loaned property is valued at less than seven hundred fifty dollars.

1 (~~(6)~~) (7) The crime of theft of rental, leased, lease-
2 purchased, or loaned property may be deemed to have been committed
3 either at the physical location where the written agreement for the
4 rental, lease, lease-purchase, or loan of the property was executed
5 under subsection (1) of this section, or at the address where proper
6 notice may be mailed to the renter, lessee, or borrower under
7 subsection (~~(3)~~) (4) of this section.

8 (~~(7)~~) (8) This section applies to rental agreements that
9 provide that the renter may return the property any time within the
10 rental period and pay only for the time the renter actually retained
11 the property, in addition to any minimum rental fee, to lease
12 agreements, to lease-purchase agreements as defined under RCW
13 63.19.010, and to vehicles loaned to prospective purchasers borrowing
14 a vehicle by written agreement from a motor vehicle dealer licensed
15 under chapter 46.70 RCW. This section does not apply to rental or
16 leasing of real property under the residential landlord-tenant act,
17 chapter 59.18 RCW.

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