### 2020 Regular Session

## HOUSE BILL NO. 342

#### BY REPRESENTATIVE FREEMAN

# LEASES: Provides relative to sexual assault victims and certain residential lease agreements

1	AN ACT
2	To enact R.S. 9:3261.2, relative to leases and leasing; to provide relative to sexual assault
3	victims and certain residential lease agreements; to provide certain definitions, terms,
4	procedures, conditions, and requirements; to provide relative to certain actions by
5	lessors and lessees; to provide relative to certification of sexual assault victim status;
6	to provide relative to certain civil proceedings; to provide for immunity from liability
7	in certain circumstances; and to provide for related matters.
8	Be it enacted by the Legislature of Louisiana:
9	Section 1. R.S. 9:3261.2 is hereby enacted to read as follows:
10	§3261.2. Lease agreements for certain residential dwellings; sexual assault victims
11	A. Definitions
12	(1) "Sexual assault" means any nonconsensual sexual contact including but
13	not limited to any act provided in R.S. 15:541(24), obscenity as provided in R.S.
14	14:106, or voyeurism as provided in R.S. 14:283.1.
15	(2) "Sexual assault victim" means a victim of sexual assault as defined in
16	<u>R.S. 46:1842(17).</u>
17	(3) "Reasonable documentation" shall be exclusively confined to mean any
18	of the following documents:
19	(a) A completed Certification of Sexual Assault as set forth in this Section,
20	signed under oath by a qualified third party as defined in this Section.

CODING: Words in struck through type are deletions from existing law; words <u>underscored</u> are additions.

1	(b) A Uniform Abuse Prevention Order.
2	(4) "Qualified third party" means a program director of a sexual assault
3	center as defined in R.S. 46:2187(2), a sexual assault advocate as defined in R.S.
4	46:2186(C), provided the advocate is a licensed clinical social worker or possesses
5	a master's degree in social work, or any healthcare provider that conducted a forensic
6	medical examination as defined in R.S. 15:622(2).
7	B. In order for a lessee to receive an early termination as provided in this
8	Section, the lessee shall do all of the following:
9	(1) Assert in writing to the lessor that the lesse is a victim of sexual assault
10	and that the lessee seeks early termination under Subsection C of this Section.
11	(2) Provide to the lessor reasonable documentation that the lessee seeking
12	an early termination was a victim of an act of sexual assault within the past six
13	months.
14	(3) Otherwise meet or agree to fulfill all requirements of a lessee under the
15	lease agreement.
16	C. If a lessee fulfills all the requirements of Subsection D of this Section, the
17	lessor shall grant the lessee the requested early termination of the lease, as provided
18	by this Subsection:
19	(1) If the lessee requests early termination of the lease agreement, the lessor
20	shall terminate the lease agreement as a matter of law on a mutually agreed-upon
21	date within fifteen days of the written request for early termination. The lessee
22	requesting the early termination shall vacate the residential dwelling by the agreed-
23	upon date to avoid liability for future rent.
24	(2) In such cases, the lessee requesting the early termination is liable only
25	for rent paid through the early termination date of the lease and any previous
26	obligations to the lessor outstanding on that date. The amount due from the lessee
27	shall be paid to the lessor on or before the date the lessee vacates the dwelling. The
28	lessor may withhold the lessee's security deposit only for any reason permitted under
29	R.S. 9:3251.

1	D. A Certification of Sexual Assault form as provided in this Section shall
2	read substantially the same as follows:
3	(Name of qualified third party and, if applicable, the name of their sexual
4	assault center, office, or agency)
5	I and/or my child have suffered sexual assault as defined in R.S. 9:3261.2.
6	Briefly describe the incident giving rise to the claim of sexual assault:
7	The incident(s) that I rely on in support of this declaration occurred on the
8	following date(s) and time(s): and at the following location(s):
9	
10	The incident(s) that I rely on in support of this declaration was/were
11	committed by the following person(s) (if known):
12	I state under penalty of perjury under the laws of the state of Louisiana that
13	the foregoing is true and correct. By submitting this statement, I do not waive any
14	legally recognized privilege protecting any communications that I have with the
15	agency or representative whose name appears below or with any other person or
16	entity. I understand that my obligation to pay rent does not end until the early
17	termination date of my lease as decided by the lessor or until I vacate the premises
18	upon receiving agreement by the lessor to terminate my obligations under the lease
19	early.
20	Dated at , Louisiana, this day of 20.
21	
22	(Signature of Lessee)
23	I verify under penalty of perjury under the laws of the state of Louisiana that
24	I have provided services to the person whose signature appears above and that, based
25	on information communicated to me by the person whose signature appears above,
26	the individual has suffered sexual assault as defined by R.S. 9:3261.2, and that the
27	individual informed me of the name of the alleged perpetrator of the actions, if
28	known, giving rise to the claim, if known. This verification does not waive any

1	legally recognized privilege that I, my agency, or any of its representatives have with
2	the person whose signature appears above.
3	Dated this day of, 20
4 5	(Signature of qualified third party)
6 7	PRINTED NAME
8 9	(License number or organizational tax identification number)
10 11	(Organization name)
12 13	(Printed address)

## DIGEST

The digest printed below was prepared by House Legislative Services. It constitutes no part of the legislative instrument. The keyword, one-liner, abstract, and digest do not constitute part of the law or proof or indicia of legislative intent. [R.S. 1:13(B) and 24:177(E)]

HB 342 Original2020 Regular SessionFreeman

Abstract: Provides for victims of sexual assault to receive early termination of their residential leases.

Proposed law provides for definitions.

<u>Proposed law</u> provides that in order to receive an early termination, the lessee shall do all of the following:

- (1) Assert in writing to the lessor that the lessee is a victim of sexual assault and requests an early termination.
- (2) Provide reasonable documentation of a sexual assault within the prior six months.
- (3) Fulfill all requirements of a lessee under the lease agreement.

<u>Proposed law</u> requires the lessor to terminate the lease agreement on a mutually agreed-upon date within 15 days of written request for early termination. Lessee is liable for rent through the early termination date of the lease and outstanding obligations to the lessor.

<u>Proposed law</u> provides that the lessee must vacate the residential property by the date agreed upon to avoid liability for future rent.

<u>Proposed law</u> provides for a Certification of Sexual Assault form to be completed by the lessee and a qualified third party.

(Adds R.S. 9:3261.2)