

ACT No. 1

2021 Regular Session

HOUSE BILL NO. 375

BY REPRESENTATIVES FREEMAN, ADAMS, BRYANT, BUTLER, CARPENTER, GARY CARTER, CORMIER, COX, ECHOLS, GLOVER, GREEN, HORTON, HUGHES, JEFFERSON, JENKINS, LANDRY, LARVADAIN, MARCELLE, MOORE, NEWELL, PHELPS, WHITE, AND WILLARD AND SENATORS BARROW, CLOUD, CORTEZ, FIELDS, FOIL, HENRY, HEWITT, JACKSON, LUNEAU, ROBERT MILLS, MIZELL, PEACOCK, AND PETERSON

1 AN ACT

2 To enact R.S. 9:3261.2, relative to residential leases; to provide relative to sexual assault
3 victims as parties to certain residential lease agreements; to provide certain
4 definitions, terms, procedures, conditions, and requirements; to provide relative to
5 certain actions by lessors and lessees; to provide for termination of leases under
6 certain circumstances; to provide relative to certification of sexual assault victim
7 status; to provide relative to certain civil proceedings; to provide for immunity from
8 liability in certain circumstances; and to provide for related matters.

9 Be it enacted by the Legislature of Louisiana:

10 Section 1. R.S. 9:3261.2 is hereby enacted to read as follows:

11 § 3261.2. Lease agreements for certain residential dwellings; sexual assault victims

12 A. Definitions

13 (1) "Sexual assault" means any nonconsensual sexual contact including but
14 not limited to any act provided in R.S. 15:541(24). Sexual assault also means
15 obscenity, as provided in R.S. 14:106, or voyeurism, as provided in R.S. 14:283.1,
16 provided that the obscenity or voyeurism occurred on the leased premises.

17 (2) "Sexual assault victim" means a victim of sexual assault as defined in
18 R.S. 46:1842(17).

19 (3) "Reasonable documentation" shall be exclusively confined to mean any
20 of the following documents:

1 (a) A completed certification of sexual assault as set forth in this Section,
2 signed under oath by a qualified third-party as defined in this Section.

3 (b) A Uniform Abuse Prevention Order.

4 (4) "Qualified third party" means a program director of a sexual assault
5 center as defined in R.S. 46:2187(2), a sexual assault advocate as defined in R.S.
6 46:2186(C), provided the advocate is a licensed clinical social worker or licensed
7 professional counselor, any healthcare provider that conducted a forensic medical
8 examination as defined in R.S. 15:622(2), or a prosecuting attorney or investigating
9 law enforcement officer who has personal involvement in the investigation or
10 prosecution of any criminal case relative to the sexual assault.

11 B. In order for a lessee to receive an early termination as provided in this
12 Section, the lessee shall do all of the following:

13 (1) Assert in writing to the lessor that the lessee is a victim of sexual assault
14 and that the lessee seeks early termination under Subsection C of this Section.

15 (2) Provide to the lessor reasonable documentation that the lessee seeking
16 an early termination was a victim of an act of sexual assault in Louisiana within the
17 past sixty days, provided that the sexual assault occurred after the execution of the
18 lease agreement. If the sexual assault did not occur on the leased premises, then the
19 lessee shall give a declaration of why continuing to reside in the leased premises may
20 pose a threat to the victim's safety in the certification provided in Subsection D of
21 this Section.

22 (3) Assert in writing that the lessee will not knowingly and voluntarily
23 permit the sexual offender further access to, visitation on, or occupancy of the
24 lessee's residential dwelling unit and acknowledging that any violation of this
25 Section may result in eviction or termination of the lease.

26 (4) Otherwise meet or agree to fulfill all requirements of a lessee under the
27 lease agreement.

28 C. If a lessee fulfills all the requirements of Subsection D of this Section, the
29 lessor shall grant the lessee the requested early termination of the lease, as provided
30 by this Subsection.

1 (1) If the lessee requests early termination of the lease agreement, the lessor
 2 shall terminate the lease agreement as a matter of law on a mutually agreed-upon
 3 date within thirty days of the written request for early termination. The lessee
 4 requesting the early termination shall vacate the residential dwelling by the date to
 5 avoid liability for future rent.

6 (2) In such cases, the lessee requesting the early termination is liable only
 7 for rent paid through the early termination date of the lease and any previous
 8 obligations to the lessor outstanding on that date. The amount due from the lessee
 9 shall be paid to the lessor on or before the date the lessee vacates the dwelling. The
 10 lessor may withhold the lessee's security deposit only for any reason permitted under
 11 R.S. 9:3251. If the lessee or an additional lessee is a sexual assault offender named
 12 on reasonable documentation presented to the lessor, the lessor shall be entitled to
 13 an immediate eviction of the sexual assault offender upon presenting the court with
 14 reasonable documentation of the assault.

15 (3) When there are multiple lessees who are parties to a lease agreement for
 16 which the accommodation of early termination is requested by one or more lessees,
 17 and upon the lessee's timely providing to the lessor reasonable documentation of the
 18 sexual assault as required in this Section, the entire lease shall terminate on the
 19 mutually agreed-upon date, and the lessor shall be entitled to an immediate eviction
 20 of all lessees upon presenting the court with reasonable documentation of the sexual
 21 assault. If the lessee or an additional lessee is a sexual assault offender named on the
 22 reasonable documentation presented to the lessor, then the lessor shall be entitled to
 23 an immediate eviction of the sexual assault offender upon presenting the court with
 24 reasonable documentation of the assault. Lessors shall be immune from any and all
 25 lawsuits, claims, demands, or causes of action filed by or on behalf of lessees.

26 D. A certification of sexual assault form as provided by this Section shall
 27 read substantially the same as follows:

28 *"(Name of qualified third party and, if applicable, the name of their sexual*
 29 *assault center, office, or agency)*

30 I have suffered sexual assault as defined in La. R.S. 9:3261.2.

31 *Briefly describe the incident giving rise to the claim of sexual assault:*

1 Section 2. This Act shall become effective upon signature by the governor or, if not
2 signed by the governor, upon expiration of the time for bills to become law without signature
3 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If
4 vetoed by the governor and subsequently approved by the legislature, this Act shall become
5 effective on the day following such approval.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____