

SENATE BILL NO. 174

BY SENATORS BROOME AND JOHNS AND REPRESENTATIVES ADAMS, BADON, BARROW, BILLIOT, BOUIE, BURRELL, COX, EDWARDS, GUILLORY, HARRISON, HUNTER, JACKSON, JAMES, MIKE JOHNSON, JONES, TERRY LANDRY, MORENO, NORTON, PIERRE, REYNOLDS, SMITH, THIERRY AND ALFRED WILLIAMS

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

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AN ACT

To enact R.S. 9:3261.1, relative to leases and leasing; to provide relative to domestic abuse victims and certain residential lease agreements; to provide certain definitions, terms, procedures, conditions, and requirements; to provide relative to certain actions by lessors and lessees; to provide relative to certification of domestic abuse victim status; to provide relative to certain civil proceedings; to provide for immunity from liability in certain circumstances; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 9:3261.1 is hereby enacted to read as follows:

§3261.1. Lease agreements for certain residential dwellings; domestic abuse victims

A. This Section shall apply only to a lease agreement for a residential dwelling within a building or structure consisting of six or more separate residential dwellings. The provisions of this Section shall not apply when the structure consists of ten or fewer units and one of the units is occupied by the owner or lessor.

B. Definitions

(1) "Domestic abuse" means domestic abuse battery as defined in R.S. 14:35.3 provided that the domestic abuse was committed on the leased premises.

(2) "Household member" means a household member as defined in R.S.

14:35.3.

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

1 (a) A completed Certification of Domestic Abuse form as set forth in this
2 Section, 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 the executive director, program
5 director, or another employee of a community-based shelter contracted with the
6 Department of Children and Family Services pursuant to R.S. 46:2124,
7 provided the employee is a Licensed Clinical Social Worker (LCSW) or
8 possesses a masters degree in Social Work (MSW).

9 (5) "Domestic abuse offender" means a lessee or household member who
10 has been named as a defendant in a Uniform Abuse Prevention Order or has
11 been identified as a perpetrator of domestic abuse in a Certification of Domestic
12 Abuse.

13 (6) "Domestic abuse victim" means a lessee or household member who
14 has been named as a petitioner in a Uniform Abuse Prevention Order or has
15 completed a Certification of Domestic Abuse.

16 (7) "Accommodation" means the granting by the lessor to a domestic
17 abuse victim the right to execute, renew, or terminate a lease, as applicable
18 under the circumstances, pursuant to the requirements of this Section.

19 C.(1) No lease agreement shall:

20 (a) Limit the lessee's right to summon, or any other person's right to
21 summon, a law enforcement officer or other emergency assistance in response
22 to an emergency or following an incident of domestic abuse on the leased
23 premises.

24 (b) Assess monetary penalties or other penalties under the lease for the
25 lessee summoning, or for any other person summoning, a law enforcement
26 officer or other emergency assistance in response to an emergency or following
27 an incident of domestic abuse on the leased premises.

28 (2) A lease provision prohibited under this Subsection shall be null, void,
29 and unenforceable.

30 D.(1) A lessor shall not:

1 (a) Refuse to enter into the lease agreement solely on the basis that an
2 applicant, or that applicant's household member, is or has been a victim of
3 domestic abuse, or, except as provided by Subparagraph (b) of this Paragraph,
4 on the basis of activity directly related to domestic abuse, if that applicant
5 provides reasonable documentation and otherwise qualifies to enter into a lease
6 agreement. The provisions of this Subparagraph shall not apply to an applicant
7 who has previously been evicted by the lessor for any reason.

8 (b) Terminate the lease agreement, fail to renew the lease agreement, or
9 issue an eviction notice or notice to vacate on the basis that an act of domestic
10 abuse or activity directly related to domestic abuse has occurred on the leased
11 premises and the victim is a lessee or a lessee's household member. However,
12 if the continued presence of a domestic abuse offender in, or in close proximity
13 to, the lessee's residential dwelling or apartment results in one or more
14 additional violent disturbances or altercations and those disturbances or
15 altercations pose a threat to the safety or peaceable possession of the premises
16 by the lessee or other residents, then the lessor may evict the lessee, even if the
17 presence of the domestic abuse offender is uninvited or unwelcome by the lessee.
18 In such evictions, at the lessor's sole discretion, the lessor may permit the lessee
19 to relocate to a different residential dwelling or apartment, provided that
20 another residential dwelling or apartment is available and the lessee otherwise
21 meets the lessor's qualification standards.

22 (2) An applicant, lessee, or any household member of an applicant or
23 lessee who is or was the victim of domestic abuse, and who seeks protection
24 under this Section, shall produce to the lessor reasonable documentation of the
25 domestic abuse on or before the date of the lease application, lease termination,
26 lease nonrenewal, or before the judgment or order of eviction is rendered.
27 Failure of the applicant, lessee, or household member of any applicant or lessee
28 to timely produce such reasonable documentation shall preclude and act as a
29 complete bar to that applicant, lessee, or household member asserting claims or
30 causes of action against the lessor for violation of this Subsection.

1 (3)(a) A lessor who has not yet been given reasonable documentation of
2 the abuse by the lessee and who issues an eviction notice or a notice to vacate to
3 any lessee for any reason allowed under an existing lease agreement, including
4 damage to leased premises, shall not be penalized under this Section.

5 (b) However, if the sole reason the eviction notice or notice to vacate was
6 issued was a single act of domestic abuse and not an additional act of domestic
7 abuse under Paragraph (D)(1), no breach of the lease has been alleged, and the
8 lessor receives reasonable documentation of domestic abuse before the
9 judgment or order of eviction is rendered, then the lessor shall rescind the
10 eviction notice or notice to vacate.

11 E. Only a lessee or a household member of the lessee's residential
12 dwelling unit may be considered a domestic abuse victim such that the lessee
13 may request an accommodation under this Section. In order for a lessee to
14 receive an early termination as provided in this Section, the lessee shall do all
15 of the following:

16 (1) Assert in writing to the lessor that the lessee, or the lessee's
17 household member, is a domestic abuse victim and that the lessee seeks the
18 particular accommodation afforded under Subsection F of this Section.

19 (2) Provide to the lessor reasonable documentation that the lessee
20 seeking an accommodation, or that lessee's household member, was a victim of
21 an act of domestic abuse on the leased premises within the past thirty days.

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

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

29 (5) If requested by the lessor, provide in writing the name and address
30 of the person named as the defendant, perpetrator or abuser in a Uniform

1 Abuse Prevention Order or Certification of Domestic Abuse form.

2 F. If a lessee fulfills all of the requirements of Subsection E of this
3 Section, the lessor shall grant the lessee the requested early termination of the
4 lease, as provided by this Subsection:

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

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

20 (3) When there are multiple lessees who are parties to a lease agreement
21 for which the accommodation of early termination is requested by one or more
22 lessees, and upon the lessee's timely providing to the lessor reasonable
23 documentation of the abuse as required in this Section, the entire lease shall
24 terminate on the mutually agreed-upon date, and the lessor shall be entitled to
25 an immediate eviction of all lessees upon presenting the court with reasonable
26 documentation of the abuse.

27 G. Nothing in this Section shall be construed to limit a lessor's right to
28 refuse to enter into a lease agreement, terminate a lease agreement, fail to renew
29 a lease agreement, or issue an eviction notice or notice to vacate to a lessee or
30 tenants pursuant to Code of Civil Procedure Article 4701, et seq., for actions

1 unrelated to the act of domestic abuse. Further, a lessor shall be entitled to an
2 immediate eviction of the domestic abuse offender upon presenting the court
3 with reasonable documentation of the abuse, and nothing in this Section shall
4 limit a lessee's obligation as required by a lease agreement between the lessor
5 and lessee.

6 H. A Certification of Domestic Abuse form as provided for in this
7 Section shall read substantially the same as follows:

8 (Name of qualified third party and, if applicable, the name of their shelter,
9 office or agency)

10 I and/or my (family or household member) have suffered domestic abuse
11 as defined in R.S. 9:3261.1.

12 Briefly describe the incident giving rise to the claim of domestic abuse:

13 The incident(s) that I rely on in support of this declaration occurred on
14 the following date(s) and time(s): _____ and at the following location(s):
15 _____.

16 The incident(s) that I rely on in support of this declaration was/were
17 committed by the following person(s), if known: _____.

18 I state under penalty of perjury under the laws of the state of Louisiana
19 that the foregoing is true and correct. By submitting this statement I do not
20 waive any legally recognized privilege protecting any communications that I
21 may have with the agency or representative whose name appears below or with
22 any other person or entity. I understand that my obligation to pay rent does not
23 end until the early termination date of my lease as decided by the lessor or until
24 I vacate the premises upon receiving agreement by the lessor to terminate my
25 obligations under the lease early. I understand that my lessor may keep my
26 security deposit or other amounts as permitted under law.

27 Dated at _____, Louisiana, this _____ day of _____ 20____.

28 (Signature of Lessee or Lessee's family or household member)

29 PRINTED NAME

30 I verify under penalty of perjury under the laws of the state of Louisiana

1 that I have provided services to the person whose signature appears above and
 2 that, based on information communicated to me by the person whose signature
 3 appears above, the individual or his or her family or household member has
 4 suffered domestic abuse as defined by R.S. 9:3261.1, and that the individual
 5 informed me of the name of the alleged perpetrator of the actions, giving rise
 6 to the claim, if known. This verification does not waive any legally recognized
 7 privilege that I, my agency, or any of its representatives have with the person
 8 whose signature appears above.

9 Dated this _____ day of _____, 20 ____.

10 (Signature of qualified third party)

11 PRINTED NAME

12 (License number or organizational tax identification number)

13 (Organization name)

14 (Printed address)

15 I. A civil action for enforcement of rights granted pursuant to this
 16 Section may be commenced in state district court by a domestic abuse victim
 17 within one year of an alleged violation of this Section. In the civil action, the
 18 court may only grant as relief any permanent or temporary injunction,
 19 temporary restraining order, or other similar order, as the court deems
 20 appropriate.

21 J. Upon motion of the defendant or upon the court's own motion, if the
 22 court determines that a civil action brought under this Section is frivolous, the
 23 court shall award appropriate sanctions pursuant to Code of Civil Procedure
 24 Article 863.

25 K. No civil action may be commenced under this Section if the plaintiff
 26 or the plaintiff's household member has knowingly voluntarily permitted the
 27 domestic abuse offender access to, visitation on, or occupancy of the lessee's
 28 residential dwelling unit at any time after having requested an accommodation
 29 from the lessor under this Section.

30 L. Notwithstanding 24 Code of Federal Regulations Part 5.2011 and any

1 other provision of law to the contrary, the provisions of this Section shall not
 2 supersede 24 CFR Part 5 Subpart L, as amended from time to time, including
 3 the programs provided for in 24 CFR Part 5.2009.

4 M. Lessors or owners of residential dwellings who institute eviction
 5 proceedings against domestic abuse offenders under this Section shall be
 6 immune from any and all lawsuits, claims, demands, or causes of action filed by
 7 or on behalf of domestic abuse offenders for wrongful eviction, breach of
 8 contract, termination of the lease in violation of this Section, discrimination
 9 under state or federal law, or any other claims or causes of actions arising in
 10 any way out of the eviction.

 PRESIDENT OF THE SENATE

 SPEAKER OF THE HOUSE OF REPRESENTATIVES

 GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____