

SENATE FILE NO. SF0030

Wyoming Safe Homes Act.

Sponsored by: Senator(s) Hastert and Cooper and
Representative(s) Barbuto, Connolly, Craft,
Davison and Pedersen

A BILL

for

1 AN ACT relating to domestic and sexual violence; creating a
2 Wyoming Safe Homes Act as specified; authorizing a victim
3 of domestic or sexual violence to terminate a lease as
4 specified; providing an affirmative defense as specified;
5 requiring a landlord and authorizing a tenant to change
6 door locks if specified conditions are met; amending
7 existing provisions as specified; providing penalties;
8 providing definitions; prohibiting waiver of provisions of
9 act by separate agreement; and providing for an effective
10 date.

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12 *Be It Enacted by the Legislature of the State of Wyoming:*

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14 **Section 1.** W.S. 1-21-1301 through 1-21-1306 are
15 created to read:

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ARTICLE 13

WYOMING SAFE HOMES ACT

1-21-1301. Short title.

This act shall be known and may be cited as the "Wyoming Safe Homes Act."

1-21-1302. Definitions.

(a) As used in this act:

(i) "Domestic abuse" means as defined in W.S. 35-21-101;

(ii) "Landlord" means the owner of a building or the owner's agent with regard to matters concerning the landlord's renting or leasing of a dwelling;

(iii) "Lock" means any fastening device operated by a key or combination of keys or keystrokes that allows access through an existing entryway, door or window into a dwelling, but does not include locks to secure common

1 entryways used by tenants of a building containing multiple
2 dwelling units;

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4 (iv) "Sexual violence" means any act of sexual
5 assault, sexual abuse or stalking of an adult or minor,
6 including any nonconsensual sexual contact or intrusion as
7 those terms are defined in the Wyoming Criminal Code;

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9 (v) "Tenant" means a person who has entered into
10 an oral or written lease with a landlord whereby the person
11 is the lessee under the lease;

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13 (vi) "This act" means W.S. 1-21-1301 through
14 1-21-1306.

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16 **1-21-1303. Breach of lease; recovery of rent;**
17 **affirmative defense.**

18

19 (a) In any action brought by a landlord against a
20 tenant to recover rent for breach of lease, the tenant
21 shall have an affirmative defense and not be liable for
22 rent for the period after which a tenant vacates the
23 premises owned by the landlord and covered by the lease, if
24 by a preponderance of the evidence, the court finds that:

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2 (i) At the time the tenant vacated the premises,
3 the tenant or a member of the tenant's household was under
4 a credible imminent threat of domestic abuse or sexual
5 violence at the premises; and

6

7 (ii) The tenant gave written notice to the
8 landlord prior to or within three (3) days of vacating the
9 premises stating that the reason for vacating the premises
10 was because of a credible imminent threat of domestic abuse
11 or sexual violence against the tenant or a member of the
12 tenant's household.

13

14 (b) In any action brought by a landlord against a
15 tenant to recover rent for breach of lease, the tenant
16 shall have an affirmative defense and not be liable for
17 rent for the period after which a tenant vacates the
18 premises owned by the landlord and covered by the lease, if
19 by a preponderance of the evidence, the court finds that:

20

21 (i) The tenant or a member of the tenant's
22 household was a victim of sexual violence on the premises
23 that are owned or controlled by the landlord and the tenant

1 has vacated the premises as a result of the sexual
2 violence;

3

4 (ii) The tenant gave written notice to the
5 landlord prior to or within three (3) days of vacating the
6 premises stating that the reason for vacating the premises
7 was because of the sexual violence against the tenant or a
8 member of the tenant's household, the date of the sexual
9 violence, and that the tenant provided at least one (1)
10 form of the following types of evidence to the landlord
11 supporting the claim of sexual violence:

12

13 (A) Medical, court or police evidence of
14 sexual violence; or

15

16 (B) A statement from an employee of a
17 victim services or rape crisis organization from which the
18 tenant or a member of the tenant's household sought
19 services; and

20

21 (iii) The sexual violence occurred not more than
22 sixty (60) days prior to the date of giving the written
23 notice to the landlord, or if circumstances are such that
24 the tenant could not reasonably give notice within that

1 time period because of reasons related to the sexual
2 violence, including, but not limited to, hospitalization or
3 seeking assistance for shelter or counseling, then as soon
4 thereafter as practicable.

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6 (c) Nothing in this act shall be construed to be a
7 defense against:

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9 (i) An action for recovery of rent for the
10 period of time before the tenant vacated the landlord's
11 premises and gave notice to the landlord as required in
12 this section; or

13

14 (ii) Forcible entry and detainer for failure to
15 pay rent before the tenant gave notice to the landlord as
16 required in this section and vacated the premises.

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18 **1-21-1304. Change of locks; procedures; immunity.**

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20 (a) A tenant who has signed as a lessee under a
21 written lease may request that a landlord change the locks
22 of the dwelling unit in which he lives if he believes that
23 he, any other tenant or any member of his or another
24 tenant's household is under a credible imminent threat of

1 domestic abuse or sexual violence at the premises. If the
2 threat of violence is from a person who is not a lessee
3 under the written lease, notice to the landlord requesting
4 a change of locks shall be accompanied by at least one (1)
5 copy of the following types of evidence to support a claim
6 of domestic abuse or sexual violence:

7

8 (i) Medical, court or police evidence of
9 domestic abuse or sexual violence; or

10

11 (ii) A statement from an employee of a victim
12 services, domestic violence or rape crisis organization
13 from which the tenant or a member of the tenant's household
14 sought services.

15

16 (b) If the threat of domestic abuse or sexual
17 violence is from a person who is a lessee under a written
18 lease, notice to the landlord requesting a change of locks
19 shall be accompanied by an order of protection issued by a
20 court, granting the tenant who is requesting a change of
21 locks the exclusive possession of the premises.

22

23 (c) The tenant who is a lessee under an oral lease
24 may request that a landlord change the locks of the

1 dwelling unit in which he lives if he or another tenant
2 believes that one (1) of the tenants or a member of the
3 tenant's household is under a credible imminent threat of
4 domestic abuse or sexual violence at the premises. If the
5 threat of domestic abuse or sexual violence is from a
6 person who is a lessee under the lease, the tenant
7 requesting the change of locks shall not be required to
8 obtain concurrence for the request from the person posing a
9 threat who is a lessee under the oral lease, provided the
10 notice to the landlord requesting the change of locks is
11 accompanied by an order of protection issued by a court,
12 granting the tenant who is requesting a change of locks the
13 exclusive possession of the premises.

14

15 (d) Once a landlord has received a request for a
16 change of locks that complies with the requirements of
17 subsection (a), (b) or (c) of this section, the landlord
18 shall, within forty-eight (48) hours, change the locks or
19 give the tenant the permission to change the locks. If the
20 landlord changes the locks, the landlord shall make a good
21 faith effort to give to the tenant as soon as possible, but
22 not more than forty-eight (48) hours after the locks have
23 been changed, a key for each of the new locks necessary for
24 the tenant to access his dwelling.

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2 (e) The landlord may charge a fee for the expense of
3 changing the locks. The fee shall not exceed the
4 reasonable price customarily charged for changing a lock.

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6 (f) If a landlord fails to change the locks within
7 forty-eight (48) hours after being provided with the notice
8 in compliance with subsection (a), (b) or (c) of this
9 section, the tenant may change the locks without the
10 landlord's permission. If the tenant changes the locks,
11 the tenant shall make a good faith effort to give a key for
12 each of the new locks to the landlord within forty-eight
13 (48) hours after the locks have been changed. In the case
14 where a tenant changes the locks without the landlord's
15 permission, the tenant shall do so in a workmanlike manner
16 with locks of similar or better quality than the lock which
17 was replaced. Nothing in this section authorizes a tenant
18 to change a lock to a common entryway used by other tenants
19 of a building that contains multiple dwelling units.

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21 (g) A landlord who changes locks or allows the change
22 of locks under this section shall not be liable to any
23 third party for damages resulting from a person being
24 unable to access the dwelling.

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1-21-1305. Penalty for violation; costs.

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4 (a) If a landlord takes action to prevent the tenant
5 who has complied with W.S. 1-21-1304 from changing his
6 locks, the tenant may seek a temporary restraining order,
7 preliminary injunction or permanent injunction ordering the
8 landlord to refrain from preventing the tenant from
9 changing the locks. A tenant who successfully brings an
10 action pursuant to this section may be awarded reasonable
11 attorney's fees and costs.

12

13 (b) A tenant who changes locks and does not make a
14 good faith effort to provide a key for each of the new
15 locks to the landlord within forty-eight (48) hours after
16 the tenant changed the locks, shall be liable for any
17 damages to the dwelling or the building in which the
18 dwelling is located that could have been prevented had the
19 landlord been able to access the dwelling unit in the event
20 of an emergency.

21

22 (c) A landlord who changes the locks and does not
23 make a good faith effort to provide a copy of a key to the
24 tenant within forty-eight (48) hours after the landlord

1 changed the locks shall be liable for any damages the
2 tenant incurred as a result of not having access to his
3 dwelling.

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5 (d) The remedies under this section shall be the sole
6 and exclusive remedies available to the landlord and tenant
7 under W.S. 1-21-1304.

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9 **1-21-1306. Prohibition of waiver or modification.**

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11 The provisions of this act shall not be waived or modified
12 in any lease or separate agreement between a landlord and
13 tenant.

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15 **Section 2.** W.S. 1-21-1203(c) and (d) is amended to
16 read:

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18 **1-21-1203. Owner's duties; notice by renter of**
19 **noncompliance; duty to correct; exceptions; termination of**
20 **rental agreement; liability limited.**

21

22 (c) Except as provided in article 13 of this chapter,
23 the owner shall not be required to correct or remedy any
24 condition caused by the renter, the renter's family or the

1 renter's guests or invitees by inappropriate use or misuse
2 of the property during the rental term or any extension of
3 it.

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5 (d) Except as provided in article 13 of this chapter,
6 the owner may refuse to correct the condition of the
7 residential rental unit and terminate the rental agreement
8 if the costs of repairs exceeds an amount which would be
9 reasonable in light of the rent charged, the nature of the
10 rental property or rental agreement. If the owner refuses
11 to correct the condition and intends to terminate the
12 rental agreement, he shall notify the renter in writing
13 within a reasonable time after receipt of the notice of
14 noncompliance and shall provide the renter with sufficient
15 time to find substitute housing, which shall be no less
16 than ten (10) days nor more than twenty (20) days from the
17 date of the notice. If the rental agreement is terminated,
18 the rent paid shall be prorated to the date the renter
19 vacates the unit and any balance shall be refunded to the
20 renter along with any deposit due in accordance with W.S.
21 1-21-1208.

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1 **Section 3.** This act is effective July 1, 2011.

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(END)