

2015 Regular Session

SENATE BILL NO. 174

BY SENATOR BROOME

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

DOMESTIC VIOLENCE. Provides certain accommodations upon reasonable documentation presented by domestic abuse victims who lease residential dwellings. (8/1/15)

1 AN ACT

2 To enact R.S. 9:3262, relative to leases and leasing; to provide relative to domestic abuse

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 domestic abuse victim

6 status; to provide relative to certain civil proceedings; and to provide for related

7 matters.

8 Be it enacted by the Legislature of Louisiana:

9 Section 1. R.S. 9:3262 is hereby enacted to read as follows:

10 **§3262. Lease agreements for certain residential dwellings; domestic abuse**

11 **victims**

12 **A. This Section shall apply only to a lease agreement for a residential**

13 **dwelling consisting of either of the following:**

14 **(1) A single-family house leased by an owner who owns and leases more**

15 **than three such single-family homes at any one time.**

16 **(2) Rooms or units in dwellings containing separate residential living**

17 **quarters occupied or intended to be occupied by more than four families living**

1 in separate residential living quarters independently of each other.

2 B. Definitions

3 (1) "Domestic abuse" includes but is not limited to physical or sexual
4 abuse and any offense against the person as defined in the Criminal Code of
5 Louisiana, except negligent injury and defamation, committed by one family or
6 household member against another. "Domestic abuse" also includes abuse of
7 adults as defined in R.S. 15:1503 when committed by an adult child or adult
8 grandchild.

9 (2) "Family member" means a spouse, former spouse, parent, child,
10 stepparent, stepchild, foster parent or foster child, grandparent or grandchild
11 who resides or formerly resided with the lessee.

12 (3) "Household member" means a household member as defined in R.S.
13 14:35.3.

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

16 (a) A completed Certification of Domestic Abuse form as set forth in this
17 Section, signed under oath by a qualified third party as defined in this Section.

18 (b) At the discretion of the lessor, a statement or other evidence
19 provided by the lessee. Also at the discretion of the lessor only, the lessor may
20 extend the thirty-day window within which Subsection E of this Section requires
21 that a lessee seeking an accommodation as a domestic abuse victim shall submit
22 written proof of domestic abuse victim status.

23 (5) "Qualified third party" means any one of the following professionals
24 from whom the lessee or the lessee's family or household member has sought
25 assistance relating to the relevant domestic abuse or effects of that abuse:

26 (a) A physician as defined in R.S. 37:1262.

27 (b) A licensed mental health professional as defined in R.S. 40:2153.

28 (c) A representative or employee of a community-based shelter as
29 licensed by the Department of Children and Family Services pursuant to R.S.

1 **46:2124.**

2 **C.(1) No lease agreement shall provide that a lessee:**

3 **(a) Agrees to waive or limit the lessee's right to summon, or any other**
4 **person's right to summon, a law enforcement officer or other emergency**
5 **assistance in response to an emergency.**

6 **(b) Agrees to payment of monetary penalties or otherwise to any**
7 **penalties under the lease for the lessee summoning, or for any other person**
8 **summoning, a law enforcement officer or other emergency assistance in**
9 **response to an emergency.**

10 **(2) A lease provision prohibited under this Subsection shall be null, void,**
11 **and unenforceable.**

12 **D. The lessor of a lease agreement shall not:**

13 **(1) Refuse to enter into the lease agreement on the basis that an**
14 **applicant, or that applicant's family or household member, is or has been a**
15 **victim of domestic abuse, or on the basis of activity directly related to domestic**
16 **abuse, if that applicant otherwise qualifies to enter into a lease agreement.**

17 **(2) Terminate the lease agreement, fail to renew the lease agreement, or**
18 **issue an eviction notice or notice to vacate on the basis that a lessee, or the**
19 **lessee's family or household member, is or has been a victim of domestic abuse,**
20 **or on the basis of activity directly related to domestic abuse, if the lessee, or the**
21 **lessee's family or household member, is the victim of such abuse. However, it**
22 **shall not be the responsibility of the lessor to discover, to ascertain or to provide**
23 **documentation that an applicant or lessee, or a family or household member,**
24 **is a victim of domestic abuse.**

25 **E. If a lessee seeks to receive from a lessor one of the accommodations**
26 **afforded under Subsection F of this Section to a domestic abuse victim, the**
27 **lessee must do all of the following:**

28 **(1) Assert in writing to the lessor that the lessee, or the lessee's family or**
29 **household member, is a domestic abuse victim and seeks a particular**

1 accommodation afforded under Subsection F of this Section.

2 (2) Provide to the lessor written proof of such status by, within thirty
3 days of the incident which the lessee claims gave rise to domestic abuse victim
4 status, presenting to the lessor reasonable documentation of that domestic abuse
5 victim status as defined under this Section.

6 (3) Otherwise meet or agree to fulfill all requirements of a lessee under
7 the lease agreement.

8 (4) If requested by the lessor, provide in writing the name and address
9 of the person named as the defendant, perpetrator or abuser in an order of
10 protection or a law enforcement agency, court or state or federal agency report,
11 if known by the victim.

12 F. If a lessee fulfills all of the requirements of Subsection E of this
13 Section, the lessor shall grant the lessee the specific accommodations below
14 which the lessee requests:

15 (1) Early termination

16 (a) If the lessee requests early termination of the lease agreement, the
17 lessor shall terminate the lessee's lease agreement early on a mutually agreed
18 upon date within the next thirty days. Except for rent already owed or to be
19 paid through the early termination date of the lease, and any previous
20 obligations outstanding on that date, the lessee's rights and obligations under
21 the lease agreement shall be terminated effective as of that early termination
22 date and the lessee shall vacate the residential dwelling by that date to avoid
23 liability for future rent and shall not incur early termination penalties or fees.

24 (b) In such cases where the lessee requests early termination of the lease
25 agreement, then whether the lessee is solely or jointly liable on the lease
26 agreement, the lessee is liable only for rent owed or paid through the early
27 termination date of the lease and any previous obligations outstanding on that
28 date. The amount due from the lessee shall be paid to the lessor on or before the
29 date the lessee vacates the dwelling. If the lessee has paid a lessee's deposit

1 pursuant to R.S. 9:3251, the lessor shall not withhold the deposit for reasons of
2 early termination of the lease under this Section. However, the lessor may
3 withhold the deposit for the payment of damages or as permitted under R.S.
4 9:3251.

5 (2) Bifurcation

6 If there are multiple lessees who are parties to a lease agreement, and the
7 lessee who fulfills the requirements of Subsection E of this Section requests
8 early termination and bifurcation of the lease agreement, the lessor shall
9 terminate the lease on the early termination date for the other lessees as well.

10 The lessees who are not victims of domestic abuse, excluding any person named
11 as a perpetrator or abuser in an order of protection or in a law enforcement
12 agency, court, or state or federal agency report or other reasonable
13 documentation of the domestic abuse claimed, shall be released from any
14 obligations due under the previously existing lease agreement. However, the
15 remaining lessees or a lawful occupant shall be permitted to enter into a new
16 lease with the lessor if the remaining lessees or lawful occupant meet all the
17 current application and lease requirements.

18 G. Nothing in this Section shall be construed to limit a lessor's right to
19 refuse to enter into a lease agreement, terminate a lease agreement, fail to renew
20 a lease agreement, or issue an eviction notice or notice to vacate to a lessee or
21 tenants pursuant to Code of Civil Procedure Article 4701, et seq., for actions
22 unrelated to the act of domestic abuse. Further, nothing in this Section shall
23 limit a lessee's obligation as required by a lease agreement between the lessor
24 and lessee.

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

27 *(Name of qualified third party and, if applicable, the name of their shelter,*
28 *office or agency)*

29 I and/or my *(family or household member)* have suffered domestic abuse

1 **as defined in R.S. 9:3262.**

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

3 **The incident(s) that I rely on in support of this declaration occurred on**
4 **the following date(s) and time(s): _____ and at the following location(s):**
5 **_____.**

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

8 **I state under penalty of perjury under the laws of the state of Louisiana**
9 **that the foregoing is true and correct. By submitting this statement I do not**
10 **waive any legally recognized privilege protecting any communications that I**
11 **may have with the agency or representative whose name appears below or with**
12 **any other person or entity. I understand that my obligation to pay rent does not**
13 **end until the early termination date of my lease as decided by the lessor or until**
14 **I vacate the premises upon receiving agreement by the lessor to terminate my**
15 **obligations under the lease early. I understand that my lessor may keep my**
16 **security deposit or other amounts as permitted under law.**

17 **Dated at _____, Louisiana, this _____ day of _____ 20____.**

18 **(Signature of Lessee or Lessee's family or household member)**

19 **PRINTED NAME**

20 **I verify under penalty of perjury under the laws of the state of Louisiana**
21 **that I have provided services to the person whose signature appears above and**
22 **that, based on information communicated to me by the person whose signature**
23 **appears above, the individual or his or her family or household member has**
24 **suffered domestic abuse as defined by R.S. 9:3262, and that the individual**
25 **informed me of the name of the alleged perpetrator of the actions, giving rise**
26 **to the claim, if known. This verification does not waive any legally recognized**
27 **privilege that I, my agency, or any of its representatives have with the person**
28 **whose signature appears above.**

29 **Dated this _____ day of _____, 20____.**

1 (Signature of qualified third party)
2 **PRINTED NAME**

3 (License number or organizational tax identification number)

4 (Organization name)

5 (Printed address)

6 **I. A civil action for enforcement of rights granted pursuant to this**
7 **Section may be commenced in state district court within one year of an alleged**
8 **violation of this Section. In the interests of justice, a plaintiff may seek to**
9 **proceed in forma pauperis and may seek the appointment of counsel by the**
10 **court to represent him in the action, and the court shall render such orders as**
11 **are equitable. In the civil action the court may grant as relief, as it deems**
12 **appropriate, any permanent or temporary injunction, temporary restraining**
13 **order, or other order and may award to the prevailing plaintiff actual damages,**
14 **together with court costs and reasonable attorney fees.**

15 **J. Notwithstanding 24 Code of Federal Regulations Part 5.2011 and any**
16 **other provision of law to the contrary, the provisions of this Section shall not**
17 **supersede 24 CFR Part 5 Subpart L, as amended from time to time, including**
18 **the programs provided for in 24 CFR Part 5.2009.**

The original instrument was prepared by Julie J. Baxter. The following digest, which does not constitute a part of the legislative instrument, was prepared by Nancy Vicknair.

DIGEST

SB 174 Reengrossed 2015 Regular Session Broome

Proposed law provides that proposed law shall apply only to a lease agreement for a residential dwelling consisting of: (1) a single-family house leased by an owner who owns and leases more than three such single-family homes at any one time; or (2) rooms or units in dwellings containing separate residential living quarters occupied or intended to be occupied by more than four families living in separate residential living quarters independently of each other.

Proposed law provides that the following definitions shall be applicable to proposed law:

- (1) "Domestic abuse" includes but is not limited to physical or sexual abuse and any offense against the person as defined in the Criminal Code of Louisiana, except negligent injury and defamation, committed by one family or household member against another. "Domestic abuse" also includes abuse of adults as defined in R.S. 15:1503 when committed by an adult child or adult grandchild.

- (2) "Family member" means a spouse, former spouse, parent, child, stepparent, stepchild, foster parent or foster child, grandparent or grandchild who resides or formerly resided with the lessee.
- (3) "Household member" means a household member as defined in R.S. 14:35.3.
- (4) "Reasonable documentation" shall be exclusively confined to mean any of the following documents:
- (a) A completed Certification of Domestic Abuse form as set forth in proposed law, signed under oath by a qualified third party as defined in proposed law.
 - (b) At the discretion of the lessor, a statement or other evidence provided by the lessee. Authorizes the lessor to extend the 30-day window as set forth in proposed law which requires that a lessee seeking an accommodation as a domestic abuse victim submit written proof of domestic abuse victim status.
- (5) "Qualified third party" means one of the following professionals from whom the lessee or the lessee's family or household member has sought assistance relating to the relevant domestic abuse or effects of that abuse:
- (a) A physician as defined in R.S. 37:1262;
 - (b) A licensed mental health professional as defined in R.S. 40:2153; or
 - (c) A representative or employee of a community-based shelter as licensed by the Department of Children and Family Services pursuant to R.S. 46:2124.

Proposed law provides that no lease agreement shall provide that a lessee: (a) agrees to waive or limit the lessee's right to summon, or any other person's right to summon, a law enforcement officer or other emergency assistance in response to an emergency, or (b) agrees to payment of monetary penalties or otherwise to any penalties under the lease for the lessee summoning, or for any other person summoning, a law enforcement officer or other emergency assistance in response to an emergency.

Proposed law provides that a lease provision prohibited under proposed law shall be null, void, and unenforceable.

Proposed law provides that the lessor of a lease agreement shall not: (1) refuse to enter into the lease agreement on the basis that an applicant, or that applicant's family or household member, is or has been a victim of domestic abuse, or on the basis of activity directly related to domestic abuse, if that applicant otherwise qualifies to enter into a lease agreement, or (2) terminate the lease agreement, fail to renew the lease agreement, or issue an eviction notice or notice to vacate on the basis that a lessee, or the lessee's family or household member, is or has been a victim of domestic abuse, or on the basis of activity directly related to domestic abuse, if the lessee, or the lessee's family or household member, is the victim of such abuse. Proposed law further provides that it shall not be the responsibility of the lessor to discover, to ascertain or to provide documentation that an applicant or lessee, or a family or household member, is a victim of domestic abuse.

Proposed law provides that if a lessee seeks to receive from a lessor one of the accommodations afforded under proposed law to a domestic abuse victim, the lessee must do all of the following:

- (1) Assert in writing to the lessor that the lessee, or the lessee's family or household member, is a domestic abuse victim and seeks a particular accommodation afforded under proposed law.

- (2) Provide to the lessor written proof of such status by, within 30 days of the incident which the lessee claims gave rise to domestic abuse victim status, presenting to the lessor reasonable documentation of that domestic abuse victim status as defined under proposed law.
- (3) Otherwise meet or agree to fulfill all requirements of a lessee under the lease agreement.
- (4) If requested by the lessor, provide in writing the name and address of the person named as the defendant, perpetrator or abuser in an order of protection or a law enforcement agency, court or state or federal agency report, if known by the victim.

Proposed law provides that, if a lessee fulfills all of the requirements of proposed law, the lessor shall grant the lessee the specific accommodations in proposed law which the lessee requests, consisting of either early termination or bifurcation of the lease. Proposed law provides that for early termination: (a) If the lessee requests early termination of the lease agreement, the lessor shall terminate the lessee's lease agreement early on a mutually agreed upon date within the next 30 days. Provides that, except for rent already owed or to be paid through the early termination date of the lease, and any previous obligations outstanding on that date, the lessee's rights and obligations under the lease agreement shall be terminated effective as of that early termination date and the lessee shall vacate the residential dwelling by that date to avoid liability for future rent and shall not incur early termination penalties or fees. (b) Provides that in such cases where the lessee requests early termination of the lease agreement, then whether the lessee is solely or jointly liable on the lease agreement, the lessee is liable only for rent owed or paid through the early termination date of the lease and any previous obligations outstanding on that date. Provides that the amount due from the lessee shall be paid to the lessor on or before the date the lessee vacates the dwelling. Provides that if the lessee has paid a lessee's deposit pursuant to R.S. 9:3251, the lessor shall not withhold the deposit for reasons of early termination of the lease under proposed law. Proposed law further provides that the lessor may withhold the deposit for the payment of damages or as permitted under R.S. 9:3251.

Proposed law provides that for bifurcation, if there are multiple lessees who are parties to a lease agreement, and the lessee who fulfills the requirements of proposed law requests early termination and bifurcation of the lease agreement, the lessor shall terminate the lease on the early termination date for the other lessees as well.

Proposed law provides that the lessees who are not victims of domestic abuse, excluding any person named as a perpetrator or abuser in an order of protection or in a law enforcement agency, court, or state or federal agency report or other reasonable documentation of the domestic abuse claimed, shall be released from any obligations due under the previously existing lease agreement. Proposed law further provides that the remaining lessees or a lawful occupant shall be permitted to enter into a new lease with the lessor if the remaining lessees or lawful occupant meet all the current application and lease requirements.

Proposed law provides that nothing in proposed law shall be construed to limit a lessor's right to refuse to enter into a lease agreement, terminate a lease agreement, fail to renew a lease agreement, or issue an eviction notice or notice to vacate to a lessee or tenants pursuant to C.C.P. Art. 4701, et seq., for actions unrelated to the act of domestic abuse. Proposed law further provides that nothing in proposed law shall limit a lessee's obligation as required by a lease agreement between the lessor and lessee.

Proposed law provides for a form for a Certification of Domestic Abuse.

Proposed law provides that a civil action for enforcement of rights granted pursuant to proposed law may be commenced in state district court within one year of an alleged violation of proposed law. Proposed law further provides that, in the interests of justice, a plaintiff may seek to proceed in forma pauperis and may seek the appointment of counsel

by the court to represent him in the action, and the court shall render such orders as are equitable.

Proposed law provides that in the civil action the court may grant as relief, as it deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order and may award to the prevailing plaintiff actual damages, together with court costs and reasonable attorney fees.

Proposed law will not supercede certain sections of the Code of Federal Regulations.

Effective August 1, 2015.

(Adds R.S. 9:3262)

Summary of Amendments Adopted by Senate

Senate Floor Amendments to engrossed bill

1. Changes the type of leased residential dwelling that will be subject to proposed law.
2. Removes from the definition of "reasonable documentation" a report, record, or protective order from a law enforcement agency, court, or state or federal agency.
3. Authorizes the lessor to extend the 30-day requirement for a lessee to submit written proof of lessee's domestic abuse victim status.
4. Removes the option to provide an oral assertion to the lessor that the person seeking an accommodation is a domestic abuse victim.
5. Reduces the time to bring a civil action for enforcement of rights from two years to one year.
6. Removes punitive damages as a form of relief.
7. Provides that proposed law will not supercede certain sections of the Code of Federal Regulations.
8. Makes technical changes.