

2021 Regular Session

HOUSE BILL NO. 375

BY REPRESENTATIVES FREEMAN, CARPENTER, LANDRY, MOORE, AND WHITE AND SENATORS BARROW, JACKSON, MIZELL, AND PETERSON AND REPRESENTATIVES BUTLER, NEWELL, PHELPS, ADAMS, BRYANT, GARY CARTER, CORMIER, COX, ECHOLS, GLOVER, GREEN, HORTON, HUGHES, JEFFERSON, JENKINS, LARVADAIN, MARCELLE, AND WILLARD

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

LEASES: Provides relative to sexual assault victims as parties to certain residential lease agreements

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.

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

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

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

7 (b) A Uniform Abuse Prevention Order.

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

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

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

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

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

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

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

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

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

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

1 (Signature of qualified third party)

2 PRINTED NAME

3 (License number or organizational tax identification number)

4 (Organization name)

5 (Printed address)"

6 E. The provisions of this Section may not be waived or modified by the
7 agreement of the parties under any circumstances.

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

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 375 Reengrossed

2021 Regular Session

Freeman

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

Proposed law provides definitions for "sexual assault", "sexual assault victim", "reasonable documentation", and "qualified third party".

Proposed law 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) Assert in writing that the lessee shall not willingly and voluntarily permit the sexual offender further access to, visitation on, or occupancy of the lessee's residential dwelling unit.
- (4) Fulfill all requirements of a lessee under the lease agreement.

Proposed law requires the lessor to terminate the lease agreement on a mutually agreed-upon date within 30 days of written request for early termination, and provides that the lessee is liable for rent through the early termination date of the lease and outstanding obligations to the lessor.

Proposed law provides that the lessor shall be entitled to an immediate eviction of a sexual assault offender upon presenting reasonable documentation of the assault.

Proposed law provides that the lessee shall vacate the residential property by the date agreed upon to avoid liability for future rent.

Proposed law provides for a certification of sexual assault form to be completed by the lessee and a qualified third party.

Effective upon signature of governor or lapse of time for gubernatorial action.

(Adds R.S. 9:3261.2)

Summary of Amendments Adopted by House

The Committee Amendments Proposed by House Committee on Civil Law and Procedure to the original bill:

1. Specify that a "qualified third party" includes a prosecuting attorney or investigating law enforcement officer who has personal involvement in the investigation or prosecution of any criminal case relative to the sexual assault.
2. Add that the lessor is entitled to an immediate eviction of a sexual assault offender upon presenting the court with reasonable documentation of the assault.

The House Floor Amendments to the engrossed bill:

1. Redefine "sexual assault" to include any nonconsensual sexual contact included but not limited to any act in R.S. 15:541(24).
2. Add an effective date.