

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                   The incident(s) that I rely on in support of this declaration occurred on the  
 2                   following date(s) and time(s):                   and at the following location(s):

3 \_\_\_\_\_.

4                   The incident(s) that I rely on in support of this declaration was/were  
 5                   committed by the following person(s) (if known): \_\_\_\_\_.

6                   I state under the penalties provided in La. R.S. 14:125 that the foregoing is  
 7                   true and correct. By submitting this statement, I do not waive any legally recognized  
 8                   privilege protecting any communications that I have with the agency or  
 9                   representative whose name appears below or with any other person or entity. I  
 10                   understand that my obligation to pay rent does not end until the early termination  
 11                   date of my lease as decided by the lessor or until I vacate the premises upon  
 12                   receiving agreement by the lessor to terminate my obligations under the lease early.

13                   Dated at \_\_\_\_\_ , Louisiana, this                   day of    20    .

14                   Signature of Lessee

15                   I verify under the penalties provided in La. R.S. 14:125 that I have provided  
 16                   services to the person whose signature appears above and that, based on information  
 17                   communicated to me by the person whose signature appears above, the individual  
 18                   has suffered sexual assault as defined by La. R.S. 9:3261.2, and that the individual  
 19                   informed me of the name of the alleged perpetrator of the actions (if known), giving  
 20                   rise to the claim, if known. This verification does not waive any legally recognized  
 21                   privilege that I, my agency, or any of its representatives have with the person whose  
 22                   signature appears above.

23                   Dated this day of \_\_\_\_\_ , 20    .

24                   (Signature of qualified third party)

25                   PRINTED NAME

26                   (License number or organizational tax identification number)

27                   (Organization name)

28                   (Printed address)"

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

CODING: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.

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.

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SPEAKER OF THE HOUSE OF REPRESENTATIVES

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PRESIDENT OF THE SENATE

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GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: \_\_\_\_\_