

2026 Regular Session

HOUSE BILL NO. 297

BY REPRESENTATIVES MANDIE LANDRY, BAYHAM, BILLINGS, BOURRIAQUE, BOYD, BRYANT, GREEN, DANA HENRY, KERNER, LAFLEUR, TERRY LANDRY, LARVADAIN, LYONS, MCMAHEN, MOORE, MURRAY, NEWELL, SCHLEGEL, TAYLOR, TURNER, AND WALTERS

1 AN ACT

2 To amend and reenact R.S. 9:3261.1(B)(2) and (6), (E)(introductory paragraph) and (2), and
3 (H), relative to leases; to expand lease termination to include stalking and
4 cyberstalking; to provide for definitions; to provide for procedures, conditions, and
5 requirements; and to provide for related matters.

6 Be it enacted by the Legislature of Louisiana:

7 Section 1. R.S. 9:3261.1(B)(2) and (6), (E)(introductory paragraph) and (2), and (H)
8 are hereby amended and reenacted to read as follows:

9 §3261.1. Lease agreements for certain residential dwellings; domestic abuse
10 victims; stalking and cyberstalking

11 * * *

12 B. Definitions

13 * * *

14 (2) "Domestic abuse" means domestic abuse battery as defined in R.S.
15 14:35.3 provided that the domestic abuse was committed on the leased premises or
16 stalking or cyberstalking as defined in R.S. 14:40.2 and 40.3.

17 * * *

18 (6) "Qualified third party" means the executive director, program director,
19 or another employee of a community-based shelter contracted with the Department
20 of Children and Family Services pursuant to R.S. 46:2124, provided the employee
21 is a Licensed Clinical Social Worker (LCSW)₂ ~~or possesses a masters degree in~~

1 ~~Social Work (MSW)~~ a licensed professional counselor, prosecuting attorney, or
2 investigating law enforcement officer who has personal involvement in the
3 investigation or prosecution of any criminal case relative to the domestic abuse or
4 stalking or cyberstalking.

5 * * *

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

10 * * *

11 (2) Provide to the lessor reasonable documentation that the lessee seeking
12 an accommodation, or that lessee's household member, was a victim of an act of
13 domestic abuse on the leased premises within the past thirty days. If the stalking or
14 cyberstalking did not occur on the leased premises, the lessee shall provide a written
15 declaration on why residing on the leased premises may pose a threat to the victim's
16 safety as provided by the certification in Subsection H of this Section.

17 * * *

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

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

22 I and/or my (family or household member) have suffered domestic abuse as
23 defined in R.S. 9:3261.1 or stalking or cyberstalking as defined in R.S.14:40.2 and
24 R.S. 14:40.3.

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

26 The incident(s) that I rely on in support of this declaration occurred on the
27 following date(s) and time(s): _____ and at the following location(s): ____
28 _____.

1 *If the stalking or cyberstalking did not occur on the leased premises, the*
2 *reasons why continuing to reside on the leased premises may pose a threat to the*
3 *victim's safety.*

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

15 Dated at _____, Louisiana, this _____ day of _____ 20__.

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

17 PRINTED NAME

18 I verify under penalty of perjury under the laws of the state of Louisiana that
19 I have provided services to the person whose signature appears above and that, based
20 on information communicated to me by the person whose signature appears above,
21 the individual or his or her family or household member has suffered domestic abuse
22 as defined by R.S. 9:3261.1 or stalking or cyberstalking as defined in R.S.14:40.2
23 and R.S. 14:40.3, and that the individual informed me of the name of the alleged
24 perpetrator of the actions, giving rise to the claim, if known. This verification does
25 not waive any legally recognized privilege that I, my agency, or any of its
26 representatives have with the person whose signature appears above.

27 Dated this _____ day of _____, 20__.

28 *(Signature of qualified third party)*

29 PRINTED NAME

30 *(License number or organizational tax identification number)*

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

