

Regular Session, 2014

HOUSE BILL NO. 654

BY REPRESENTATIVES LORUSSO, ADAMS, ANDERS, ARMES, ARNOLD, BARRAS, BERTHELOT, WESLEY BISHOP, BROADWATER, BROWN, HENRY BURNS, CARMODY, CARTER, COX, CROMER, EDWARDS, FOIL, GISCLAIR, HARRIS, HARRISON, HAZEL, HENRY, HILL, HODGES, HOFFMANN, HOWARD, HUNTER, JEFFERSON, JOHNSON, NANCY LANDRY, TERRY LANDRY, LEGER, MONTOUCET, JAY MORRIS, POPE, PUGH, PYLANT, RITCHIE, SCHEXNAYDER, ST. GERMAIN, STOKES, TALBOT, THIBAUT, THOMPSON, AND WILLMOTT

MILITARY AFFAIRS: Provides relative to the rights of military personnel to terminate a lease

1 AN ACT

2 To amend and reenact R.S. 9:3261, relative to termination of certain leases; to authorize
3 certain military personnel to terminate a lease under certain circumstances; to
4 provide for the procedures relative to the termination of the lease; to provide for
5 recovery of damages, remedies, and costs relative to termination of the lease; and to
6 provide for related matters.

7 Be it enacted by the Legislature of Louisiana:

8 Section 1. R.S. 9:3261 is hereby amended and reenacted to read as follows:

9 §3261. Rights of military personnel to terminate lease

10 A. Any active or reserve member of the armed forces of the United States,
11 including the National Guard and the United States Coast Guard, or their husband
12 or wife as provided by Title IV of Book I of the Louisiana Civil Code, may terminate
13 ~~his~~ their residential lease agreement, pursuant to Subsection B of this Section, if any
14 of the following occur:

1 (1) The member has received initial or permanent change of station orders
2 to depart thirty-five miles or more from the location of the dwelling unit.

3 (2) The member has received initial or temporary duty orders in excess of
4 three months duration to depart thirty-five miles or more from the location of the
5 dwelling unit.

6 (3) The member is discharged, released, or retires.

7 (4) The member is ordered to reside in government-supplied quarters.

8 (5) The member is notified of the availability of government-supplied
9 quarters which were not available to the member at the time the lease was executed,
10 provided that the member notifies the lessor in writing that the member has a
11 pending request or application for government-supplied quarters at the time the lease
12 is entered into.

13 (6) The member is injured incidental to his service in the uniformed services,
14 which requires hospitalization for more than fifteen days.

15 (7) The member has been killed incidental to his service in the uniform
16 services.

17 B. Lessees who qualify to terminate a rental agreement pursuant to
18 Paragraphs (A)(1) through (5) of this Section ~~Subsection A~~ shall do so by serving on
19 the lessor a written notice of termination to be effective on a date stated therein, ~~said~~
20 such date to be not less than thirty days after the date the notice is served on the
21 lessor. The termination shall be no more than sixty days prior to the date of
22 departure necessary to comply with the official orders or any supplemental
23 instructions for interim training or duty prior to the transfer. Prior to the termination
24 date, the lessee shall furnish the lessor with a copy of the official notification of
25 orders, or a signed letter confirming the orders from the lessee's commanding officer,
26 or a statement signed by the housing officer certifying that no government-supplied
27 quarters were available at the time the lease was executed.

1 C. Lessees who qualify to terminate a rental agreement pursuant to
2 Paragraph (A)(6) of this Section shall do so by serving upon the lessor a written
3 notice of termination to be effective on a date stated therein, such date to be not less
4 than thirty days after the date the notice is served on the lessor. Prior to the
5 termination date, the lessee shall furnish the lessor with clear and convincing
6 evidence of the hospitalization or death of the service member, including but not
7 limited to any of the following documents:

8 (1) Hospitalization records or death certificate for the service member.

9 (2) A statement from a casualty assistance office from the United States
10 Department of Defense, branch of the United States Armed Forces, or the Louisiana
11 National Guard.

12 (3) A statement from the service member's commanding officer.

13 (4) A media release from the United States Department of Defense, branch
14 of service, or military installation.

15 D. In consideration of early termination of the lease, the lessee shall not be
16 liable for more than one month's rent if, as of the effective date of the termination,
17 the lessee has completed less than six months of the lease agreement or one-half of
18 the rent for one month if the lessee has completed at least six months of the lease
19 agreement. The lessee shall be entitled to the full return of any security deposit, if
20 such member has otherwise complied with the requirements of the lease.

21 ~~D.E.~~ The provisions of this Section may not be waived or modified by the
22 agreement of the parties under any circumstances.

23 F. If a lessee in a civil legal proceeding against an owner or lessor establishes
24 that a violation of this Section occurred, the lessee shall be entitled to recover two
25 hundred dollars in damages, in addition to any other damages or remedies and costs
26 to which the lessee may also be entitled.

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)]

Lorusso

HB No. 654

Abstract: Provides for certain rights and procedures relative to the termination of residential leases for military personnel and their spouse.

Present law authorizes any active or reserve member of the armed forces of the U.S., including the National Guard and the U.S. Coast Guard to terminate his residential lease agreement if certain events occur.

Proposed law retains present law and extends authorization to terminate a residential lease to the husband or wife of the military member.

Proposed law provides for the termination of a residential lease if a member is injured requiring hospitalization of at least 15 days or has been killed while on active duty.

Present law provides relative to the procedures for terminating a rental agreement for certain members of the military as provided for in present law.

Proposed law retains present law.

Proposed law requires a member who is injured incidental to his service which requires hospitalization for more than 15 days to terminate a rental agreement by serving upon the lessor a written notice of termination to be effective on a date stated in the notice, which cannot be less than 30 days after the date the notice is served on the lessor.

Proposed law requires that the lessee furnish the lessor with clear and convincing evidence of the hospitalization or death of the service member, including but not limited to any of the following documents:

- (1) Hospitalization records or death certificate for the service member.
- (2) A statement from a Casualty Assistance Office from the United States Department of Defense, branch of the United States Armed Forces, or the Louisiana National Guard.
- (3) A statement from the service member's commanding officer.
- (4) A media release from the Department of Defense, branch of service, or military installation.

Proposed law provides for the lessee to be entitled to recover \$200 in damages in addition to any other damages or remedies and costs to which the lessee may be entitled if he establishes in a civil proceeding against the owner that a violation as provided in present law occurred.

(Amends R.S. 9:3261)

Summary of Amendments Adopted by House

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

1. Specified that the spouse who can terminate a residential lease must be living together with the member in the same dwelling unit.

House Floor Amendments to the engrossed bill.

1. Deleted provision that required that the spouse who can terminate a residential lease must be living together with the member in the same dwelling unit.
2. Specified that a service member or husband or wife may terminate a residential lease if the service member was injured incidental to his service and the injury required hospitalization for more than 15 days.
3. Provided that a letter from the service member's commanding officer is proper evidence of the hospitalization or death of the service member to qualify the service member or spouse to terminate a lease.