

2020 Regular Session

HOUSE BILL NO. 342

BY REPRESENTATIVE FREEMAN

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

1 AN ACT

2 To enact R.S. 9:3261.2, relative to leases and leasing; to provide relative to sexual assault
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 sexual assault victim status;
6 to provide relative to certain civil proceedings; to provide for immunity from liability
7 in certain circumstances; and to provide for related matters.

8 Be it enacted by the Legislature of Louisiana:

9 Section 1. R.S. 9:3261.2 is hereby enacted to read as follows:

10 §3261.2. Lease agreements for certain residential dwellings; sexual assault victims

11 A. Definitions

12 (1) "Sexual assault" means any nonconsensual sexual contact including but
13 not limited to any act provided in R.S. 15:541(24), obscenity as provided in R.S.
14 14:106, or voyeurism as provided in R.S. 14:283.1.

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

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

19 (a) A completed Certification of Sexual Assault as set forth in this Section,
20 signed under oath by a qualified third party as defined in this Section.

1 (b) A Uniform Abuse Prevention Order.

2 (4) "Qualified third party" means a program director of a sexual assault
3 center as defined in R.S. 46:2187(2), a sexual assault advocate as defined in R.S.
4 46:2186(C), provided the advocate is a licensed clinical social worker or possesses
5 a master's degree in social work, or any healthcare provider that conducted a forensic
6 medical examination as defined in R.S. 15:622(2).

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

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

11 (2) Provide to the lessor reasonable documentation that the lessee seeking
12 an early termination was a victim of an act of sexual assault within the past six
13 months.

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

16 C. If a lessee fulfills all the requirements of Subsection D of this Section, the
17 lessor shall grant the lessee the requested early termination of the lease, as provided
18 by this Subsection:

19 (1) If the lessee requests early termination of the lease agreement, the lessor
20 shall terminate the lease agreement as a matter of law on a mutually agreed-upon
21 date within fifteen days of the written request for early termination. The lessee
22 requesting the early termination shall vacate the residential dwelling by the agreed-
23 upon date to avoid liability for future rent.

24 (2) In such cases, the lessee requesting the early termination is liable only
25 for rent paid through the early termination date of the lease and any previous
26 obligations to the lessor outstanding on that date. The amount due from the lessee
27 shall be paid to the lessor on or before the date the lessee vacates the dwelling. The
28 lessor may withhold the lessee's security deposit only for any reason permitted under
29 R.S. 9:3251.

1 D. A Certification of Sexual Assault form as provided in this Section shall
2 read substantially the same as follows:

3 *(Name of qualified third party and, if applicable, the name of their sexual*
4 *assault center, office, or agency)*

5 I and/or my child have suffered sexual assault as defined in R.S. 9:3261.2.

6 *Briefly describe the incident giving rise to the claim of sexual assault:*

7 The incident(s) that I rely on in support of this declaration occurred on the
8 following date(s) and time(s): _____ and at the following location(s):
9 _____.

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

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

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

21 _____

22 *(Signature of Lessee)*

23 I verify under penalty of perjury under the laws of the state of Louisiana that
24 I have provided services to the person whose signature appears above and that, based
25 on information communicated to me by the person whose signature appears above,
26 the individual has suffered sexual assault as defined by R.S. 9:3261.2, and that the
27 individual informed me of the name of the alleged perpetrator of the actions, if
28 known, giving rise to the claim, if known. This verification does not waive any

