

2020 Second Extraordinary Session

HOUSE BILL NO. 62

BY REPRESENTATIVE JAMES

CREDIT/CONSUMER: Prohibits lessors from reporting delinquent or unpaid rent to credit reporting agencies during the COVID-19 public health emergency (Item #68)

1 AN ACT

2 To enact Chapter 5 of Code Title IX of Code Book III of Title 9 of the Louisiana Revised  
3 Statutes of 1950, to be comprised of R.S. 9:3391 through 3394, relative to lessors'  
4 reports to credit reporting agencies; to prohibit reporting relative to nonpayments or  
5 delinquent rent payments during the COVID-19 public health emergency; to provide  
6 for definitions; to provide for certain limitations and exceptions with respect to  
7 leased premises; to provide for termination of provisions; and to provide for related  
8 matters.

9 Be it enacted by the Legislature of Louisiana:

10 Section 1. Chapter 5 of Code Title IX of Code Book III of Title 9 of the Louisiana  
11 Revised Statutes of 1950, comprised of R.S. 9:3391 through 3394, is hereby enacted to read  
12 as follows:

13 CHAPTER 5. PROHIBITIONS RELATING TO REPORTING OF  
14 NONPAYMENTS OR DELINQUENT RENT PAYMENTS

15 §3391. Definitions

16 As used in this Chapter, the following definitions apply:

17 (1) "Consumer reporting agency" has the meaning assigned by the Fair  
18 Credit Reporting Act (15 U.S.C. Section 1681 et seq.).

19 (2) "Public health emergency" has the meaning as set forth in the provisions  
20 of R.S. 29:760 et seq.

1        §3392. Reporting prohibited

2                A lessor shall not report to a consumer reporting agency nonpayments of rent  
3        or delinquent rent payments recorded against a residential lessee during the  
4        COVID-19 public health emergency.

5        §3393. Limitations and exceptions

6                A. (1) The provisions of this Chapter do not relieve the obligation of a lessee  
7        to pay rent or the obligations of lessors and lessees to comply with any other  
8        conditions of tenancy.

9                (2) Except for reasons of nonpayment of rent, fees, interest, utilities, or other  
10       failure of the lessee to perform any other monetary obligation with respect to the  
11       leased premises, the provisions of this Chapter do not preclude any of the following:

12                (a) Tenancy terminations.

13                (b) Actions for possession.

14                (c) Refusals to renew or extend the terms of a tenancy.

15                (3) Except for eviction based on the nonpayment of rent, fees, interest,  
16       utilities, or other failure of the lessee to perform any other monetary obligation with  
17       respect to the leased premises, the provisions of this Chapter do not preclude eviction  
18       of a lessee based on any of the following:

19                (a) Damage or destruction to the premises.

20                (b) Criminal activity on the premises.

21                (c) A threat to the health and safety of the public.

22                (4) A lessee may retain occupancy of a leased premises after termination or  
23       expiration of a lease term during the COVID-19 public health emergency.

24                (5)(a) A court shall not enter a default judgment against a defendant in an  
25       action for termination, possession, failure to vacate after termination of a lease by  
26       expiration, or rent for the duration of the COVID-19 public health emergency.

1           (b) A lessor shall not seek or collect treble damages based on the failure of  
2           a lessee or authorized guest to vacate the premises for the duration of the COVID-19  
3           public health emergency.

4           B. The limitations pursuant to Subsection A of this Section do not apply in  
5           the following circumstances:

6           (1) An eviction action, including but not limited to a request, motion, filing,  
7           or action taken or made after the lessee is no longer in possession and no longer  
8           occupying the dwelling unit.

9           (2) Property rented for commercial business use.

10           (3) Eviction pursuant to Subparagraph (A)(3)(c) of this Section if the threat  
11           to the health and safety of the public is that a lessee or authorized guest could  
12           potentially transmit COVID-19.

13           §3394. Expiration

14           The provisions of this Chapter shall expire six months after the termination  
15           or expiration of the COVID-19 public health emergency.

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

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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)]

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HB 62 Original

2020 Second Extraordinary Session

James

**Abstract:** Prohibits lessors from reporting nonpayments or delinquent rent of lessees to credit reporting agencies during the COVID-19 public health emergency and provides limitations and exceptions relative to leased premises.

Proposed law defines "credit reporting agency" and "public health emergency".

Proposed law prohibits lessors from reporting the nonpayments or delinquent rent of lessees to credit reporting agencies during the COVID-19 public health emergency.

Proposed law provides certain limitations and exceptions. Except for the nonpayment of rent, fees, interest, utilities, or other failure of the lessee to perform monetary obligations with respect to the leased premises, proposed law does not preclude any of the following:

- (1) Tenancy terminations.
- (2) Actions for possession.
- (3) Refusals to renew or extend the terms of a tenancy.

Except for the nonpayment of rent, fees, interest, utilities, or other failure of the lessee to perform monetary obligations with respect to the leased premises, proposed law does not preclude eviction of a lessee based on any of the following:

- (1) Damage or destruction to the premises.
- (2) Criminal activity on the premises.
- (3) A threat to the health and safety of the public.

Proposed law provides that a lessee may retain occupancy of a leased premises after termination or expiration of a lease term during the COVID-19 public health emergency.

Proposed law prohibits a default judgment against a defendant in an action for termination, possession, failure to vacate after termination of a lease by expiration, or rent for the duration of the COVID-19 public health emergency. Further prohibits lessors from seeking or collecting treble damages based on the failure of a lessee or authorized guest to vacate the premises for the duration of the public health emergency.

Proposed law does not apply in the following circumstances:

- (1) An eviction action, including but not limited to a request, motion, filing or action taken or made after the lessee is no longer in possession and no longer occupying the dwelling unit.
- (2) Property rented for commercial business use.
- (3) Eviction for threat to the health and safety of the public, if the lessee or authorized guest could potentially transmit COVID-19.

Proposed law terminates 6 months after the termination or expiration of the COVID-19 public health emergency.

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

(Adds R.S. 9:3391-3394)