

2021 Regular Session

HOUSE BILL NO. 375

BY REPRESENTATIVE FREEMAN

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

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

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 sexual assault offense as defined in R.S.

14 44:51 and any sexual abuse offense as defined in R.S. 14:403. Sexual assault also

15 means obscenity, as provided in R.S. 14:106, or voyeurism, as provided in R.S.

16 14:283.1, 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).

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

3 (a) A completed certification of sexual assault as set forth in this Section,
4 signed under oath by a qualified third-party as defined in this Section.

5 (b) A Uniform Abuse Prevention Order.

6 (4) "Qualified third party" means a program director of a sexual assault
7 center as defined in R.S. 46:2187(2), a sexual assault advocate as defined in R.S.
8 46:2186(C), provided the advocate is a licensed clinical social worker or licensed
9 professional counselor, any healthcare provider that conducted a forensic medical
10 examination as defined in R.S. 15:622(2), a prosecuting attorney, or investigating
11 law enforcement officer.

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

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

16 (2) Provide to the lessor reasonable documentation that the lessee seeking
17 an early termination was a victim of an act of sexual assault in Louisiana within the
18 past sixty days, provided that the sexual assault occurred after the execution of the
19 lease agreement. If the sexual assault did not occur on the leased premises, then the
20 lessee shall give a declaration of why continuing to reside in the leased premises may
21 pose a threat to the victim's safety in the certification provided in Subsection D of
22 this Section.

23 (3) Assert in writing that the lessee will not knowingly and voluntarily
24 permit the sexual offender further access to, visitation on, or occupancy of the
25 lessee's residential dwelling unit and acknowledging that any violation of this
26 Section may result in eviction or termination of the lease.

27 (4) Otherwise meet or agree to fulfill all requirements of a lessee under the
28 lease agreement.

1 C. If a lessee fulfills all the requirements of Subsection D of this Section, the
2 lessor shall grant the lessee the requested early termination of the lease, as provided
3 by this Subsection.

4 (1) If the lessee requests early termination of the lease agreement, the lessor
5 shall terminate the lease agreement as a matter of law on a mutually agreed-upon
6 date within thirty days of the written request for early termination. The lessee
7 requesting the early termination shall vacate the residential dwelling by the date to
8 avoid liability for future rent.

9 (2) In such cases, the lessee requesting the early termination is liable only
10 for rent paid through the early termination date of the lease and any previous
11 obligations to the lessor outstanding on that date. The amount due from the lessee
12 shall be paid to the lessor on or before the date the lessee vacates the dwelling. The
13 lessor may withhold the lessee's security deposit only for any reason permitted under
14 R.S. 9:3251. If the lessee or an additional lessee is a sexual assault offender named
15 on reasonable documentation presented to the lessor, the lessor shall be entitled to
16 an immediate eviction of the sexual assault offender upon presenting the court with
17 reasonable documentation of the assault.

18 (3) When there are multiple lessees who are parties to a lease agreement for
19 which the accommodation of early termination is requested by one or more lessees,
20 and upon the lessee's timely providing to the lessor reasonable documentation of the
21 sexual assault as required in this Section, the entire lease shall terminate on the
22 mutually agreed-upon date, and the lessor shall be entitled to an immediate eviction
23 of all lessees upon presenting the court with reasonable documentation of the sexual
24 assault. Lessors shall be immune from any and all lawsuits, claims, demands, or
25 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)"

- 1 E. The provisions of this Section may not be waived or modified by the
2 agreement of the parties under any circumstances.
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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)]

HB 375 Original

2021 Regular Session

Freeman

Abstract: Provides for victims of sexual assault to receive early termination of their residential leases.

Proposed law provides that in order to receive an early termination, the lessee shall do all of the following:

- (1) Assert in writing to the lessor that the lessee is a victim of sexual assault and requests an early termination.
- (2) Provide reasonable documentation of a sexual assault within the prior six months.
- (3) Assert in writing that the lessee will not willingly and voluntarily permit the sexual offender further access to, visitation on, or occupancy of the lessee's residential dwelling unit.
- (4) Fulfill all requirements of a lessee under the lease agreement.

Proposed law requires the lessor to terminate the lease agreement on a mutually agreed-upon date within 30 days of written request for early termination, and provides that the lessee is liable for rent through the early termination date of the lease and outstanding obligations to the lessor.

Proposed law provides that the lessee shall vacate the residential property by the date agreed upon to avoid liability for future rent.

Proposed law provides for a certification of sexual assault form to be completed by the lessee and a qualified third party.

(Adds R.S. 9:3261.2)