

HOUSE COMMITTEE AMENDMENTS

2015 Regular Session

Amendments proposed by House Committee on Civil Law and Procedure to Reengrossed Senate Bill No. 174 by Senator Broome

1 AMENDMENT NO. 1

2 On page 1, line 13, after "**dwelling**", delete the remainder of the line and delete lines 14
3 through 17 and insert the following:

4 **"or apartment within a building or structure consisting of four or more separate**
5 **residential dwellings or apartments."**

6 AMENDMENT NO. 2

7 On page 2, delete line 1 in its entirety

8 AMENDMENT NO. 3

9 On page 2, delete lines 3 through 13 and insert the following:

10 **"For purposes of this Section:**
11 **(1) "Domestic abuse" means the intentional use of force of violence committed**
12 **on the leased premises by one household member upon the person of another**
13 **household member.**
14 **(2) "Household member" means any person of the opposite sex presently or**
15 **formerly living in the same residence with a domestic abuse offender as a**
16 **spouse, whether married or not, or any child, parent or grandparent presently**
17 **or formerly living in the same residence with a domestic abuse offender."**

18 AMENDMENT NO. 4

19 On page 2, line 14, change "**(4)**" to "**(3)**"

20 AMENDMENT NO. 5

21 On page 2, delete lines 18 through 22 and insert the following:

22 **"(b) A court-ordered protective order."**

23 AMENDMENT NO. 6

24 On page 2, line 23, change "**(5)**" to "**(4)**" and after "**means**" delete the remainder of the line
25 and delete lines 24 through 29 and insert the following:

26 **"the executive director, program director or another employee of a**
27 **community-based shelter contracted with the Department of Children and**
28 **Family Services pursuant to R.S. 46:2124, provided the employee is a Licensed**
29 **Clinical Social Worker (LCSW) or possesses a masters degree in Social Work**
30 **(MSW)."**

31 AMENDMENT NO. 7

32 On page 3, delete line 1 in its entirety

33 AMENDMENT NO. 8

1 On page 3, line 2, delete "**provide that a lessee**"

2 AMENDMENT NO. 9

3 On page 3, line 3, delete "**Agrees to waive or limit**" and insert "**Limit**"

4 AMENDMENT NO. 10

5 On page 3, line 5, after "**emergency**" insert "**or following an incident of domestic abuse on**
6 **the leased premises**"

7 AMENDMENT NO. 11

8 On page 3, delete line 6 and insert the following:

9 **"(b) Assess monetary penalties or other"**

10 AMENDMENT NO. 12

11 On page 3, line 9, after "**emergency**" insert "**or following an incident of domestic abuse**
12 **on the leased premises**"

13 AMENDMENT NO. 13

14 On page 3, after line 11, insert the following:

15 **"(3) A lessor who has not yet received from the lessee reasonable**
16 **documentation of the abuse and who issues an eviction notice or a notice to**
17 **vacate to any lessee for any reason allowed under an existing lease agreement,**
18 **including damage to leased premises, shall not be penalized under this Section.**
19 **However, if the lessor receives from the lessee reasonable documentation of**
20 **domestic abuse before the judgment or order of eviction is rendered, then the**
21 **lessor shall grant the lessee's request for accommodation."**

22 AMENDMENT NO. 14

23 On page 3, line 12, after "**D.**" delete "**The lessor of a lease agreement**" and insert "**(1) A**
24 **lessor**"

25 AMENDMENT NO. 15

26 On page 3, at the beginning of line 13, change "**(1)**" to "**(a)**"

27 AMENDMENT NO. 16

28 On page 3, line 14, delete "**family or**"

29 AMENDMENT NO. 17

30 On page 3, at the beginning of line 17, change "**(2)**" to "**(b)**"

31 AMENDMENT NO. 18

32 On page 3, line 18, after "**on the basis that**" delete "**a lessee, or the**" and delete lines 19
33 through 26 and insert the following:

34 **"an act of domestic abuse or activity directly related to domestic abuse has**
35 **occurred on the leased premises and the victim is a lessee or a lessee's household**
36 **member. However, if the continued presence of a domestic abuse offender in,**

or in close proximity to, the lessee's residential dwelling or apartment results in continued violent disturbances or altercations which pose an imminent threat to the safety or peaceable possession of the premises by the lessee and other residents, then the lessor may evict the lessee, even if the presence of the domestic abuse offender is uninvited or unwelcomed by the lessee. In such evictions, at the lessor's sole discretion, the lessor may permit the lessee to relocate to a different residential dwelling or apartment, provided that another residential dwelling or apartment is available and the lessee otherwise meets the lessor's qualification standards.

(2) An applicant, lessee, or any household member of an applicant or lessee who is or was the victim of domestic abuse, and who seeks protection under this Section, shall produce to lessor reasonable documentation of the domestic abuse on or before the date of the lease application, lease termination, lease non-renewal, or before the judgment or order of eviction is rendered. Failure of the applicant, lessee, or household member of any applicant or lessee to timely produce such reasonable documentation shall preclude and act as a complete bar to that applicant, lessee, or household member asserting claims or causes of action against the lessor for breach of this Subsection.

E. Only a lessee or an authorized occupant of the lessee's residential dwelling unit may be considered a domestic abuse victim such that the lessee may request an accommodation under this Section. In order for a lessee to receive an early termination as provided in this Section, the"

AMENDMENT NO. 19

On page 3, line 28, delete "family or"

AMENDMENT NO. 20

On page 3, line 29 after "domestic abuse victim and" delete "seeks a" and insert "that the lessee seeks the"

AMENDMENT NO. 21

On page 4, delete lines 2 through 5 and insert the following:

"(2) Provide to the lessor reasonable documentation that the lessee seeking an accommodation, or that lessee's household member, was a victim of an act of domestic abuse within the past thirty days.

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

AMENDMENT NO. 22

On page 4, line 6, change "(3)" to "(4)"

AMENDMENT NO. 23

On page 4, line 8, change "(4)" to "(5)"

AMENDMENT NO. 24

On page 4, line 9, after "abuser in" delete "an order of" and delete lines 10 and 11, and insert the following:

"a court-ordered protective order or Certification of Domestic Abuse form."

1 AMENDMENT NO. 25

2 On page 4, line 13, after "the lessor shall grant the lessee the" delete the remainder of the
3 line and delete lines 14 and 15, and insert the following:

4 "requested early termination of the lease, as provided here:"

5 AMENDMENT NO. 26

6 On page 4, line 16, replace "(a)" with "(1)"

7 AMENDMENT NO. 27

8 On page 4, line 17, after "lessor shall terminate the" delete the remainder of the line and
9 delete lines 18 through 29 and insert the following:

10 "the lease agreement as a matter of law on a mutually agreed upon date within
11 thirty days of the written request for accommodation. The lessee requesting the
12 accommodation shall vacate the residential dwelling by that date to avoid
13 liability for future rent.

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

24 (3) When there are multiple lessees who are parties to a lease agreement
25 for which the accommodation of early termination is requested by one or more
26 lessees, and upon the lessee's timely providing to the lessor reasonable
27 documentation of the abuse as required in this Section, the entire lease shall
28 terminate on the mutually agreed upon date, and the lessor shall be entitled to
29 an immediate eviction of all lessees upon presenting the court with reasonable
30 documentation of the abuse."

31 AMENDMENT NO. 28

32 On page 5, delete lines 1 through 17

33 AMENDMENT NO. 29

34 On page 5, line 22, after "domestic abuse" delete the period and insert a comma and the
35 following:

36 ", except that a lessor shall be entitled to an immediate eviction of the domestic
37 abuse offender upon presenting the court with reasonable documentation of the
38 abuse."

39 AMENDMENT NO. 30

40 On page 7, line 8, after "violation of this Section." delete the remainder of the line and
41 delete lines 9 and 10 and, on line 11 delete "are equitable."

1 AMENDMENT NO. 31

2 On page 7, line 13, after "**or other order**" insert a period and delete the remainder of the line
3 and delete line 14 in its entirety

4 AMENDMENT NO. 32

5 On page 7, after line 14, insert the following:

6 **"J. Upon motion of the defendant or upon the court's own motion, if the**
7 **court determines that a civil action brought under this Section is frivolous, the**
8 **court shall award appropriate sanctions pursuant to Code of Civil Procedure**
9 **Article 863.**

10 **K. No civil action may be commenced under this Section if the plaintiff**
11 **or the plaintiff's household member has knowingly voluntarily permitted the**
12 **domestic abuse offender access to, visitation on, or occupancy of the lessee's**
13 **residential dwelling unit at any time after having requested an accommodation**
14 **from the lessor under this Section."**

15 AMENDMENT NO. 33

16 On page 7, line 15, change "**J.**" to "**L.**"

17 AMENDMENT NO. 34

18 On page 7, after line 18, insert the following:

19 **"M. Lessors or owners of residential dwellings who institute eviction**
20 **proceedings against domestic abuse offenders under this Section shall be**
21 **immune from any and all lawsuits, claims, demands, or causes of action filed by**
22 **or on behalf of domestic abuse offenders for wrongful eviction, breach of**
23 **contract, wrongful termination, discrimination under state or federal law, or**
24 **any other claims or causes of actions arising in any way out of the eviction."**