

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 2, change "R.S. 9:3262" to "R.S. 9:3261.1"

3 AMENDMENT NO. 2

4 On page 1, line 6, after "proceedings;" and before "and" insert "to provide for immunity
5 from liability in certain circumstances;"

6 AMENDMENT NO. 3

7 On page 1, line 9, change "R.S. 9:3262" to "R.S. 9:3261.1"

8 AMENDMENT NO. 4

9 On page 1, line 10, change "§3262" to "§3261.1"

10 AMENDMENT NO. 5

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

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

15 AMENDMENT NO. 6

16 On page 2, delete line 1 in its entirety

17 AMENDMENT NO. 7

18 On page 2, line 3, after "**Domestic abuse**" delete the remainder of the line and delete lines
19 4 through 11 in their entirety and insert the following:

20 **"means domestic abuse battery as defined in R.S. 14:35.3 provided that**
21 **the domestic abuse was committed on the leased premises."**

22 AMENDMENT NO. 8

23 On page 2, line 12, change "(3)" to "(2)"

24 AMENDMENT NO. 9

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

26 AMENDMENT NO. 10

27 On page 2, delete lines 18 through 22 and insert "**(b) A Uniform Abuse Prevention Order.**"

28 AMENDMENT NO. 11

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

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

8 AMENDMENT NO. 12

9 On page 3, delete line 1 in its entirety and insert the following:

10 "(5) "Domestic abuse offender" means a lessee or household
11 member who has been named as a defendant in a Uniform Abuse
12 Prevention Order or has been identified as a perpetrator of domestic
13 abuse in a Certification of Domestic Abuse.

14 (6) "Domestic abuse victim" means a lessee or household
15 member who has been named as a petitioner in a Uniform Abuse
16 Prevention Order or has completed a Certification of Domestic Abuse."

17 AMENDMENT NO. 13

18 On page 3, line 2, after "shall" and before the colon ":" delete "provide that a lessee"

19 AMENDMENT NO. 14

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

21 AMENDMENT NO. 15

22 On page 3, line 5, after "emergency" and before the period "." insert "or following an
23 incident of domestic abuse on the leased premises"

24 AMENDMENT NO. 16

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

26 "(b) Assess monetary penalties or other"

27 AMENDMENT NO. 17

28 On page 3, line 9, after "emergency" and before the period "." insert "or following an
29 incident of domestic abuse on the leased premises"

30 AMENDMENT NO. 18

31 On page 3, line 12, after "D." and before "shall" change "The lessor of a lease agreement"
32 to "(1) A lessor"

33 AMENDMENT NO. 19

34 On page 3, at the beginning of line 13, change "(1)" to "(a)" and after "agreement" and
35 before "on" insert "solely"

36 AMENDMENT NO. 20

37 On page 3, line 14, delete "family or"

1 AMENDMENT NO. 21

2 On page 3, line 16, after "**applicant**" and before "**otherwise**" insert "**provides reasonable**
3 **documentation and**"

4 AMENDMENT NO. 22

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

6 AMENDMENT NO. 23

7 On page 3, line 18, after "**that**" delete the remainder of the line and delete lines 19 through
8 26 and insert the following:

9 **"an act of domestic abuse or activity directly related to domestic abuse**
10 **has occurred on the leased premises and the victim is a lessee or a**
11 **lessee's household member. However, if the continued presence of a**
12 **domestic abuse offender in, or in close proximity to, the lessee's**
13 **residential dwelling or apartment results in one or more additional**
14 **violent disturbances or altercations and those disturbances or**
15 **altercations pose an imminent threat to the safety or peaceable**
16 **possession of the premises by the lessee or other residents, then the lessor**
17 **may evict the lessee, even if the presence of the domestic abuse offender**
18 **is uninvited or unwelcome by the lessee. In such evictions, at the lessor's**
19 **sole discretion, the lessor may permit the lessee to relocate to a different**
20 **residential dwelling or apartment, provided that another residential**
21 **dwelling or apartment is available and the lessee otherwise meets the**
22 **lessor's qualification standards.**

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

33 **(3) A lessor who has not yet been given reasonable**
34 **documentation of the abuse by the lessee and who issues an eviction**
35 **notice or a notice to vacate to any lessee for any reason allowed under an**
36 **existing lease agreement, including damage to leased premises, shall not**
37 **be penalized under this Section. However, if the lessor receives from the**
38 **lessee reasonable documentation of domestic abuse before the judgment**
39 **or order of eviction is rendered, then the lessor shall grant the lessee's**
40 **request for accommodation.**

41 **E. Only a lessee or a household member of the lessee's residential**
42 **dwelling unit may be considered a domestic abuse victim such that the**
43 **lessee may request an accommodation under this Section. In order for**
44 **a lessee to receive an early termination as provided in this Section, the**

45 AMENDMENT NO. 24

46 On page 3, line 27, change "**must**" to "**shall**"

47 AMENDMENT NO. 25

48 On page 3, at the end of line 28, delete "**family or**"

1 AMENDMENT NO. 26

2 On page 3, line 29, after "**and**" and before "**particular**" change "**seeks a**" to "**that the lessee**
3 **seeks the**"

4 AMENDMENT NO. 27

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

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

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

15 AMENDMENT NO. 28

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

17 AMENDMENT NO. 29

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

19 AMENDMENT NO. 30

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

22 **"a Uniform Abuse Prevention Order or Certification of Domestic Abuse form."**

23 AMENDMENT NO. 31

24 On page 4, line 13, after "**lessee the**" delete the remainder of the line and delete lines 14 and
25 15, and insert the following:

26 **"requested early termination of the lease, as provided by this Subsection:"**

27 AMENDMENT NO. 32

28 On page 4, line 16, change "**(a)**" to "**(1)**"

29 AMENDMENT NO. 33

30 On page 4, line 17, after "**the**" delete the remainder of the line and delete lines 18 through
31 29 and insert the following:

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

36 **(2) In such cases, the lessee requesting the accommodation is**
37 **liable only for rent paid through the early termination date of the lease**
38 **and any previous obligations to the lessor outstanding on that date. The**
39 **amount due from the lessee shall be paid to the lessor on or before the**
40 **date the lessee vacates the dwelling. The lessor may withhold the lessee's**

1 security deposit only for any reason permitted under R.S. 9:3251. If the
2 lessee or an additional lessee is a domestic abuse offender named on
3 reasonable documentation presented to the lessor in a lessee's request for
4 an accommodation under this Section, the lessor shall be entitled to an
5 immediate eviction of the domestic abuse offender upon presenting the
6 court with reasonable documentation of the abuse.

7 (3) When there are multiple lessees who are parties to a lease
8 agreement for which the accommodation of early termination is
9 requested by one or more lessees, and upon the lessee's timely providing
10 to the lessor reasonable documentation of the abuse as required in this
11 Section, the entire lease shall terminate on the mutually agreed-upon
12 date, and the lessor shall be entitled to an immediate eviction of all
13 lessees upon presenting the court with reasonable documentation of the
14 abuse."

15 AMENDMENT NO. 34

16 On page 5, delete lines 1 through 17

17 AMENDMENT NO. 35

18 On page 5, line 22, after "**abuse**" and before "**Further**" delete the period "." and insert a
19 comma "," and the following:

20 "except that a lessor shall be entitled to an immediate eviction of the
21 domestic abuse offender upon presenting the court with reasonable
22 documentation of the abuse."

23 AMENDMENT NO. 36

24 On page 6, line 1, change "R.S. 9:3262" to "R.S. 9:3261.1"

25 AMENDMENT NO. 37

26 On page 6, line 24, change "R.S. 9:3262" to "R.S. 9:3261.1"

27 AMENDMENT NO. 38

28 On page 7, line 7, after "court" and before "within" insert "by a domestic abuse victim"

29 AMENDMENT NO. 39

30 On page 7, line 8, after the period "." delete the remainder of the line and delete lines 9
31 through 14 in their entirety and insert:

32 "In the civil action, the court may only grant as relief any permanent or
33 temporary injunction, temporary restraining order, or other similar
34 order, as the court deems appropriate."

35 AMENDMENT NO. 40

36 On page 7, between lines 14 and 15, insert the following:

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

41 K. No civil action may be commenced under this Section if the
42 plaintiff or the plaintiff's household member has knowingly voluntarily

1 permitted the domestic abuse offender access to, visitation on, or
2 occupancy of the lessee's residential dwelling unit at any time after
3 having requested an accommodation from the lessor under this Section."

4 AMENDMENT NO. 41

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

6 AMENDMENT NO. 42

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

8 "M. Lessors or owners of residential dwellings who institute
9 eviction proceedings against domestic abuse offenders under this Section
10 shall be immune from any and all lawsuits, claims, demands, or causes
11 of action filed by or on behalf of domestic abuse offenders for wrongful
12 eviction, breach of contract, wrongful termination, discrimination under
13 state or federal law, or any other claims or causes of actions arising in
14 any way out of the eviction."