

RÉSUMÉ DIGEST

ACT 456 (SB 174)

2015 Regular Session

Broome

New law applies only to a lease agreement for a residential dwelling within a building or structure consisting of six or more separate residential dwellings. New law does not apply to a structure consisting of 10 or fewer units and one of the units is occupied by the owner or lessor.

New law defines the following terms: "domestic abuse", "domestic abuse offender", "domestic abuse victim", "household member", "reasonable documentation", and "qualified third party".

New law provides that no lease agreement shall:

- (1) Limit the lessee's right to summon, or any other person's right to summon, a law enforcement officer or other emergency assistance in response to an emergency following an incident on the leased premises.
- (2) Assess monetary penalties or other penalties under the lease for the lessee summoning, or for any other person summoning, a law enforcement officer or other emergency assistance in response to an emergency on the leased premises.

Lease provision in violation of new law is null, void, and unenforceable.

New law provides that the lessor shall not:

- (1) Refuse to enter into the lease agreement solely on the basis that an applicant, or that applicant's household member, is or has been a victim of domestic abuse, or on the basis of activity directly related to domestic abuse, if that applicant provides reasonable documentation and otherwise qualifies to enter into a lease agreement. Provides that this prohibition does not apply to an applicant who has previously been evicted by the lessor for any reason.
- (2) Terminate the lease agreement, fail to renew the lease agreement, or issue an eviction notice or notice to vacate on the basis that an act of domestic abuse or activity directly related to domestic abuse occurred on the leased premises and the victim is a lessee or a lessee's household member. Further provides that if the continued presence of a domestic abuse offender results in one or more additional disturbances or altercations which pose a threat to the safety or peaceable possession of the premises by the lessee or other residents, the lessor may evict the lessee even if the offender was uninvited or unwelcomed by the lessee.

Requires an applicant, lessee, or household member who seeks protection pursuant to new law to provide to the lessor reasonable documentation of domestic abuse prior to the date of the lease application, lease termination, lease non-renewal, or before the judgment or order of eviction is rendered. Failure to do so results in a bar to a claim or cause of action against the lessor for violation of new law.

Requires that if the sole reason the eviction notice or notice to vacate was issued was a single act of domestic abuse and not an additional act of domestic abuse, no breach of the lease has been alleged, and the lessor receives reasonable documentation of domestic abuse before the judgment or order of eviction is rendered, then the lessor is to rescind the eviction notice or notice to vacate.

New law provides that in order to receive an early termination, a lessee shall:

- (1) Assert in writing to the lessor that the lessee or household member is a domestic abuse victim and that the lessee seeks the particular accommodation afforded under new law.
- (2) Provide to the lessor reasonable documentation of domestic abuse on the leased premises within the past 30 days.
- (3) Assert in writing that the lessee will not knowingly voluntarily permit the domestic abuse offender further access to the residential dwelling unit.

- (4) Otherwise meet or agree to fulfill all requirements of a lessee under the lease agreement.
- (5) If requested by the lessor, provide in writing the name and address of the person named as the defendant, perpetrator or abuser in Uniform Abuse Prevention Order or Certification of Domestic Abuse form.

New law provides for the effects of early termination of a lease pursuant to new law including the liability for rent and circumstances in which there are multiple lessees.

New law is not to be construed to limit a lessor's right to refuse to enter into a lease agreement, terminate a lease agreement, fail to renew a lease agreement, or issue an eviction notice or notice to vacate to a lessee or tenants pursuant to law for actions unrelated to the act of domestic abuse, except that a lessor shall be entitled to an immediate eviction of the domestic abuse offender upon presenting the court with reasonable documentation of the abuse. New law does not limit a lessee's obligation as required by a lease agreement between the lessor and lessee.

New law provides for a form for a Certification of Domestic Abuse.

New law provides that a civil action for enforcement of rights granted pursuant to new law may be commenced in state district court by a domestic abuse victim within one year of an alleged violation of new law. Provides that in the civil action, the court may only grant as relief any permanent or temporary injunction, temporary restraining order, or other similar order, as the court deems appropriate.

Provides for sanctions when the court determines an action to be frivolous, and provides that no civil action may be brought if the plaintiff or the plaintiff's household member knowingly and voluntarily permitted the domestic abuse offender access to the residential dwelling unit after requesting an accommodation pursuant to new law. Further provides immunity from liability for lessors or owners of residential dwellings who institute eviction proceedings pursuant to new law.

New law will not supercede certain sections of the Code of Federal Regulations.

Effective August 1, 2015.

(Adds R.S. 9:3261.1)