

ACT No. 252

Regular Session, 2014

HOUSE BILL NO. 654

BY REPRESENTATIVES LORUSSO, ADAMS, ANDERS, ARMES, ARNOLD, BARRAS, BERTHELOT, WESLEY BISHOP, BROADWATER, BROWN, HENRY BURNS, CARMODY, CARTER, COX, CROMER, EDWARDS, FOIL, GISCLAIR, HARRIS, HARRISON, HAZEL, HENRY, HILL, HODGES, HOFFMANN, HOWARD, HUNTER, JEFFERSON, JOHNSON, NANCY LANDRY, TERRY LANDRY, LEGER, MONTOUCET, JAY MORRIS, POPE, PUGH, PYLANT, RITCHIE, SCHEXNAYDER, ST. GERMAIN, STOKES, TALBOT, THIBAUT, THOMPSON, AND WILLMOTT AND SENATORS ADLEY, ALARIO, AMEDEE, BROOME, BUFFINGTON, CLAITOR, CROWE, DONAHUE, DORSEY-COLOMB, ERDEY, GUILLORY, JOHNS, KOSTELKA, LAFLEUR, LONG, MARTINY, MILLS, MORRELL, MURRAY, NEVERS, PEACOCK, RISER, GARY SMITH, JOHN SMITH, THOMPSON, WALSWORTH, AND WARD AND REPRESENTATIVE BARROW

1 AN ACT

2 To amend and reenact R.S. 9:3261, relative to termination of certain leases; to authorize
3 certain military personnel to terminate a lease under certain circumstances; to
4 provide for the procedures relative to the termination of the lease; to provide for
5 recovery of damages, remedies, and costs relative to termination of the lease; and to
6 provide for related matters.

7 Be it enacted by the Legislature of Louisiana:

8 Section 1. R.S. 9:3261 is hereby amended and reenacted to read as follows:

9 §3261. Rights of military personnel to terminate lease

10 A. Any active or reserve member of the armed forces of the United States,
11 including the National Guard and the United States Coast Guard, or their husband
12 or wife as provided by Title IV of Book I of the Louisiana Civil Code, may terminate
13 ~~his~~ their residential lease agreement, pursuant to Subsection B of this Section, if any
14 of the following occur:

15 (1) The member has received initial or permanent change of station orders
16 to depart thirty-five miles or more from the location of the dwelling unit.

17 (2) The member has received initial or temporary duty orders in excess of
18 three months duration to depart thirty-five miles or more from the location of the
19 dwelling unit.

CODING: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.

1 (3) The member is discharged, released, or retires.

2 (4) The member is ordered to reside in government-supplied quarters.

3 (5) The member is notified of the availability of government-supplied
4 quarters which were not available to the member at the time the lease was executed,
5 provided that the member notifies the lessor in writing that the member has a
6 pending request or application for government-supplied quarters at the time the lease
7 is entered into.

8 (6) The member is injured incidental to his service in the uniformed services,
9 which requires hospitalization for more than fifteen days.

10 (7) The member has been killed incidental to his service in the uniform
11 services.

12 B. Lessees who qualify to terminate a rental agreement pursuant to
13 Paragraphs (A)(1) through (5) of this Section ~~Subsection A~~ shall do so by serving on
14 the lessor a written notice of termination to be effective on a date stated therein, ~~said~~
15 such date to be not less than thirty days after the date the notice is served on the
16 lessor. The termination shall be no more than sixty days prior to the date of
17 departure necessary to comply with the official orders or any supplemental
18 instructions for interim training or duty prior to the transfer. Prior to the termination
19 date, the lessee shall furnish the lessor with a copy of the official notification of
20 orders, or a signed letter confirming the orders from the lessee's commanding officer,
21 or a statement signed by the housing officer certifying that no government-supplied
22 quarters were available at the time the lease was executed.

23 C. Lessees who qualify to terminate a rental agreement pursuant to
24 Paragraph (A)(6) of this Section shall do so by serving upon the lessor a written
25 notice of termination to be effective on a date stated therein, such date to be not less
26 than thirty days after the date the notice is served on the lessor. Prior to the
27 termination date, the lessee shall furnish the lessor with clear and convincing
28 evidence of the hospitalization or death of the service member, including but not
29 limited to any of the following documents:

30 (1) Hospitalization records or death certificate for the service member.

1 (2) A statement from a casualty assistance office from the United States
2 Department of Defense, branch of the United States Armed Forces, or the Louisiana
3 National Guard.

4 (3) A statement from the service member's commanding officer.

5 (4) A media release from the United States Department of Defense, branch
6 of service, or military installation.

7 D. In consideration of early termination of the lease, the lessee shall not be
8 liable for more than one month's rent if, as of the effective date of the termination,
9 the lessee has completed less than six months of the lease agreement or one-half of
10 the rent for one month if the lessee has completed at least six months of the lease
11 agreement. The lessee shall be entitled to the full return of any security deposit, if
12 such member has otherwise complied with the requirements of the lease.

13 ~~E.~~ The provisions of this Section may not be waived or modified by the
14 agreement of the parties under any circumstances.

15 F. If a lessee in a civil legal proceeding against an owner or lessor establishes
16 that a violation of this Section occurred, the lessee shall be entitled to recover two
17 hundred dollars in damages, in addition to any other damages or remedies and costs
18 to which the lessee may also be entitled.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____