

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

5 AMENDMENT NO. 3

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

7 AMENDMENT NO. 4

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

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

12 AMENDMENT NO. 5

13 On page 2, delete line 1 in its entirety

14 AMENDMENT NO. 6

15 On page 2, line 3, after "**Domestic abuse**" delete the remainder of the line and delete lines
16 4 through 11 in their entirety and insert the following:

17 **"means domestic abuse battery as defined in R.S. 14:35.3."**

18 AMENDMENT NO. 7

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

20 AMENDMENT NO. 8

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

22 AMENDMENT NO. 9

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

24 AMENDMENT NO. 10

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

27 **"the executive director, program director or another employee of a**
28 **community-based shelter contracted with the Department of Children**
29 **and Family Services pursuant to R.S. 46:2124, provided the employee is**

1 a Licensed Clinical Social Worker (LCSW) or possesses a masters
2 degree in Social Work (MSW)."

3 AMENDMENT NO. 11

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

5 "(5) "Domestic abuse offender" means a household member who
6 has been named as a respondent in a Uniform Abuse Prevention Order.
7 (6) "Domestic abuse victim" means a household member who
8 has been named as a petitioner in a Uniform Abuse Prevention Order."

9 AMENDMENT NO. 12

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

11 AMENDMENT NO. 13

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

13 AMENDMENT NO. 14

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

16 AMENDMENT NO. 15

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

18 "(b) Assess monetary penalties or other"

19 AMENDMENT NO. 16

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

22 AMENDMENT NO. 17

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

25 AMENDMENT NO. 18

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

27 AMENDMENT NO. 19

28 On page 3, line 13, after "agreement" and before "on" insert "solely"

29 AMENDMENT NO. 20

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

31 AMENDMENT NO. 21

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

1 AMENDMENT NO. 22

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

3 AMENDMENT NO. 23

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

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

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

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

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

38 AMENDMENT NO. 24

39 On page 3, line 27, change "must" to "shall"

40 AMENDMENT NO. 25

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

42 AMENDMENT NO. 26

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

45 AMENDMENT NO. 27

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

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

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

9 AMENDMENT NO. 28

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

11 AMENDMENT NO. 29

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

13 AMENDMENT NO. 30

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

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

17 AMENDMENT NO. 31

18 On page 4, line 13, after "lessee the" delete the remainder of the line and delete lines 14 and
19 15, and insert the following:

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

21 AMENDMENT NO. 32

22 On page 4, line 16, change "(a)" with "(1)"

23 AMENDMENT NO. 33

24 On page 4, line 17, after "the" delete the remainder of the line and delete lines 18 through
25 29 and insert the following:

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

30 (2) In such cases, the lessee requesting the accommodation is liable only
31 for rent paid through the early termination date of the lease and any previous
32 obligations to the lessor outstanding on that date. The amount due from the
33 lessee shall be paid to the lessor on or before the date the lessee vacates the
34 dwelling. The lessor may withhold the lessee's security deposit only for any
35 reason permitted under R.S. 9:3251. If the lessee or an additional lessee is a
36 domestic abuse offender named on reasonable documentation presented to the
37 lessor in a lessee's request for an accommodation under this Section, the lessor
38 shall be entitled to an immediate eviction of the domestic abuse offender upon
39 presenting the court with reasonable documentation of the abuse.

40 (3) When there are multiple lessees who are parties to a lease agreement
41 for which the accommodation of early termination is requested by one or more
42 lessees, and upon the lessee's timely providing to the lessor reasonable
43 documentation of the abuse as required in this Section, the entire lease shall
44 terminate on the mutually agreed upon date, and the lessor shall be entitled to

1 an immediate eviction of all lessees upon presenting the court with reasonable
2 documentation of the abuse."

3 AMENDMENT NO. 34

4 On page 5, delete lines 1 through 17

5 AMENDMENT NO. 35

6 On page 5, line 22, after "domestic abuse" and before "Further" delete the period "." and
7 insert a comma "," and the following:

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

11 AMENDMENT NO. 36

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

13 AMENDMENT NO. 37

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

15 AMENDMENT NO. 38

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

17 AMENDMENT NO. 39

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

20 "In the civil action, the court may grant as relief, any permanent or temporary
21 injunction, temporary restraining order, or other order, as the court deems
22 appropriate."

23 AMENDMENT NO. 40

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

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

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

34 AMENDMENT NO. 41

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

36 AMENDMENT NO. 42

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

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