

Sixty-first
Legislative Assembly
of North Dakota

ENGROSSED SENATE BILL NO. 2171

Introduced by

Senators J. Lee, Fischer, Lyson

Representatives Delmore, Grande, Gruchalla

1 A BILL for an Act to create and enact a new section to chapter 47-16 of the North Dakota
2 Century Code, relating to the termination of a residential lease by a victim of domestic violence.

3 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

4 **SECTION 1.** A new section to chapter 47-16 of the North Dakota Century Code is
5 created and enacted as follows:

6 **Termination due to domestic abuse.**

- 7 1. A tenant to a residential lease who is a victim of domestic violence as defined in
8 section 14-07.1-01 or fears imminent domestic violence against the tenant or the
9 tenant's minor children if the tenant or the tenant's minor children remain in the
10 leased premises may terminate a lease agreement, as provided in this section,
11 without penalty or liability.
- 12 2. The tenant must provide advance written notice to the landlord stating that the
13 tenant fears imminent domestic violence from a person named in an order for
14 protection or no contact order issued under section 14-07.1-02, the tenant needs
15 to terminate the tenancy, and the specific date the tenancy will terminate. The
16 notice must be delivered by mail, facsimile communication, or in person before the
17 termination of the tenancy, and be accompanied by the order for protection or no
18 contact order.
- 19 3. A landlord may not disclose information provided to the landlord by a tenant
20 documenting domestic violence under this section. The information may not be
21 entered into any shared data base or provided to any person, but may be used if
22 required as evidence in an eviction proceeding, in a claim for unpaid rent or
23 damages arising out of the tenancy, with the consent of the tenant, or as otherwise
24 required by law.

- 1 4. A tenant terminating a lease under this section is responsible for the rent payment
2 for the full month in which the tenancy terminates and an additional amount equal
3 to one month's rent, subject to the landlord's duty to mitigate. The tenant is
4 relieved of any other contractual obligation for payment of rent or any other
5 charges for the remaining term of the lease, except as provided in this section.
- 6 5. This section does not affect a tenant's liability for delinquent, unpaid rent, or other
7 amounts owed to the landlord before the lease was terminated by the tenant under
8 this section.
- 9 6. The tenancy terminates, including the right of possession of the premises, on the
10 termination date stated in the notice under subsection 2. The amount equal to one
11 month's rent must be paid on or before the termination of the tenancy for the
12 tenant to be relieved of the contractual obligations for the remaining term of the
13 lease as provided in this section.
- 14 7. For purposes of this section, the landlord's duty to pay the lessee's security deposit
15 under section 47-16-07.1 is triggered by either of the following:
- 16 a. If the only tenant, including the tenant's minor children, is the tenant who is
17 the victim of domestic violence, upon the first day of the month following the
18 later of the date the tenant vacates the premises or the termination of the
19 tenancy indicated in the written notice under subsection 1.
- 20 b. If there are additional tenants bound by the lease, upon the expiration of the
21 lease.
- 22 8. Notwithstanding the release of a tenant from a lease agreement under this section,
23 the tenancy continues for any remaining tenants.
- 24 9. A person may not refuse to rent, refuse to negotiate for the rental of, or in any
25 other manner make unavailable or deny a dwelling to an individual, or otherwise
26 retaliate in the rental of a dwelling solely because a tenant or applicant or a
27 household member of the tenant or applicant exercised the right to terminate a
28 lease under this section.