

**SECOND ENGROSSMENT
with House Amendments**

Sixty-first
Legislative Assembly
of North Dakota

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 a protection
14 order after a hearing under section 14-07.1-02 or an order prohibiting contact, the
15 tenant needs to terminate the tenancy, and the specific date the tenancy will
16 terminate. The notice must be delivered by mail, facsimile communication, or in
17 person before the termination of the tenancy, and be accompanied by the
18 protection order or the order prohibiting contact.
- 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 as
22 evidence in an eviction proceeding, in a claim for unpaid rent or damages arising
23 out of the tenancy, or as otherwise 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, timing for the payment of 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 date the tenant vacates the premises.
- 19 b. If there are additional tenants bound by the lease, upon the expiration of the
20 lease.
- 21 8. Notwithstanding the release of a tenant from a lease agreement under this section,
22 the tenancy continues for any remaining tenants.
- 23 9. A person may not refuse to rent, refuse to negotiate for the rental of, or in any
24 other manner make unavailable or deny a dwelling to an individual, or otherwise
25 retaliate in the rental of a dwelling solely because a tenant or applicant or a
26 household member of the tenant or applicant exercised the right to terminate a
27 lease under this section.