

HOUSE BILL NO. 1217

Introduced by

Representatives Delmore, Kretschmar, Wallman

Senators Armstrong, J. Lee, Nelson

1 A BILL for an Act to amend and reenact ~~section~~sections 14-02.5-02, ~~subsection 2 of section~~
2 ~~14-07.1-01~~, and ~~section~~ 47-16-17.1 of the North Dakota Century Code, relating to the rental of
3 a dwelling to a victim of domestic violence.

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

5 **SECTION 1. AMENDMENT.** Section 14-02.5-02 of the North Dakota Century Code is
6 amended and reenacted as follows:

7 **14-02.5-02. Sale or rental.**

- 8 1. A person may not refuse to sell or rent, after the making of a bona fide offer, refuse to
9 negotiate for the sale or rental of, or in any other manner make unavailable or deny a
10 dwelling to an individual because of race, color, religion, sex, disability, age, familial
11 status, national origin, or status with respect to marriage or public assistance.
- 12 2. A person may not discriminate against an individual in the terms, conditions, or
13 privileges of sale or rental of a dwelling or in providing services or facilities in
14 connection with a sale or rental of a dwelling because of race, color, religion, sex,
15 disability, age, familial status, national origin, or status with respect to marriage or
16 public assistance.
- 17 3. An applicant for or tenant of housing that is part of a state housing program may not
18 be denied admission to, denied assistance under, terminated from participating in, or
19 evicted from housing on the basis that the applicant or tenant is or has been a victim
20 of domestic violence, dating violence, sexual assault, or stalking, if the applicant or
21 tenant otherwise qualifies for admission, assistance, participation, or occupancy.
- 22 4. This section does not prohibit discrimination against an individual because the
23 individual has been convicted under federal law or the law of any state of the illegal
24 manufacture or distribution of a controlled substance.

1 4.5. Nothing in this chapter prevents a person from refusing to rent a dwelling to two
2 unrelated individuals of opposite gender who are not married to each other.

3 ~~SECTION 2. AMENDMENT. Subsection 2 of section 14-07.1-01 of the North Dakota~~
4 ~~Century Code is amended and reenacted as follows:~~

5 ~~2. "Domestic violence" includes physical harm, bodily injury, sexual activity compelled by~~
6 ~~physical force, assault, or; the infliction of fear of imminent physical harm, bodily injury,~~
7 ~~sexual activity compelled by physical force, or assault, not committed in self defense,;~~
8 ~~or stalking, any of which is directed at or on the complaining family or member,~~
9 ~~household members member, or an individual in a dating relationship.~~

10 **SECTION 2. AMENDMENT.** Section 47-16-17.1 of the North Dakota Century Code is
11 amended and reenacted as follows:

12 **47-16-17.1. Termination due to domestic abuse.**

13 1. A tenant to a residential lease who is a victim of domestic violence as defined in
14 section 14-07.1-01 or fears imminent domestic violence against the tenant or the
15 tenant's minor children if the tenant or the tenant's minor children remain in the leased
16 premises may terminate a lease agreement, as provided in this section, without
17 penalty or liability.

18 2. The tenant must provide advance written notice to the landlord stating ~~that the;~~

19 a. The tenant fears imminent domestic violence from a person named in a
20 ~~protection order after a hearing under section 14-07.1-02 or an order prohibiting~~
21 ~~contact~~the notice, the;

22 (1) A court order, protection order, restraining order, or other record filed with a
23 court;

24 (2) A police or law enforcement record;

25 (3) A medical record indicating domestic violence or sexual assault; or

26 (4) A written affidavit provided by an individual who has assisted the tenant in
27 dealing with domestic violence or sexual assault and who is a:

28 (a) Licensed counselor;

29 (b) Licensed social worker;

30 (c) Member of the clergy;

1 (d) Director or domestic violence advocate at a domestic violence sexual
2 assault organization, as defined in section 14-07.1-01; or

3 (e) Licensed attorney;

4 b. The tenant needs to terminate the tenancy; and

5 c. The specific date the tenancy will terminate.

6 3. The notice must be delivered by mail, facsimile communication, or in person before
7 the termination of the tenancy, ~~and be accompanied by the protection order or the~~
8 ~~order prohibiting contact.~~

9 3.4. A landlord may not disclose information provided to the landlord by a tenant
10 documenting domestic violence under this section. The information may not be
11 entered into any shared database or provided to any person, but may be used as
12 evidence in an eviction proceeding, in a claim for unpaid rent or damages arising out
13 of the tenancy, or as otherwise required by law.

14 4.5. A tenant terminating a lease under this section is responsible for the rent payment for
15 the full month in which the tenancy terminates and an additional amount equal to one
16 month's rent, subject to the landlord's duty to mitigate. The tenant is relieved of any
17 other contractual obligation for payment of rent or any other charges for the remaining
18 term of the lease, except as provided in this section.

19 5.6. This section does not affect a tenant's liability for delinquent, unpaid rent, or other
20 amounts owed to the landlord before the lease was terminated by the tenant under
21 this section.

22 6.7. The tenancy terminates, including the right of possession of the premises, on the
23 termination date stated in the notice under subsection 2. The amount equal to one
24 month's rent must be paid on or before the termination of the tenancy for the tenant to
25 be relieved of the contractual obligations for the remaining term of the lease as
26 provided in this section.

27 7.8. For purposes of this section, timing for the payment of the lessee's security deposit
28 under section 47-16-07.1 is triggered by either of the following:

29 a. If the only tenant, including the tenant's minor children, is the tenant who is the
30 victim of domestic violence, upon the first day of the month following the date the
31 tenant vacates the premises.

1 b. If there are additional tenants bound by the lease, upon the expiration of the
2 lease.

3 ~~8-9.~~ Notwithstanding the release of a tenant from a lease agreement under this section, the
4 tenancy continues for any remaining tenants.

5 ~~9-10.~~ A person may not refuse to rent, refuse to negotiate for the rental of, or in any other
6 manner make unavailable or deny a dwelling to an individual, or otherwise retaliate in
7 the rental of a dwelling solely because a tenant or applicant or a household member of
8 the tenant or applicant exercised the right to terminate a lease under this section.

9 ~~10-11.~~ In an action for a violation of this section, the court may award statutory damages of
10 one thousand dollars. The court also may award actual damages, reasonable
11 attorney's fees, costs, and disbursements.

12 ~~11. A tenant who is a victim of domestic violence may request that the landlord replace the~~
13 ~~door locks on the unit occupied by the victim without any cost to the victim.~~