

Sixty-fourth
Legislative Assembly
of North Dakota

ENGROSSED 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 sections 14-02.5-02 and 47-16-17.1 of the North
2 Dakota Century Code, relating to the rental of a dwelling to a victim of domestic violence.

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

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

6 **14-02.5-02. Sale or rental.**

7 1. A person may not refuse to sell or rent, after the making of a bona fide offer, refuse to
8 negotiate for the sale or rental of, or in any other manner make unavailable or deny a
9 dwelling to an individual because of race, color, religion, sex, disability, age, familial
10 status, national origin, or status with respect to marriage or public assistance.

11 2. A person may not discriminate against an individual in the terms, conditions, or
12 privileges of sale or rental of a dwelling or in providing services or facilities in
13 connection with a sale or rental of a dwelling because of race, color, religion, sex,
14 disability, age, familial status, national origin, or status with respect to marriage or
15 public assistance.

16 3. An applicant for or tenant of housing that is part of a state housing program may not
17 be denied admission to, denied assistance under, terminated from participating in, or
18 evicted from housing on the basis that the applicant or tenant is or has been a victim
19 of domestic violence, dating violence, sexual assault, or stalking, if the applicant or
20 tenant otherwise qualifies for admission, assistance, participation, or occupancy.

21 4. This section does not prohibit discrimination against an individual because the
22 individual has been convicted under federal law or the law of any state of the illegal
23 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.** Section 47-16-17.1 of the North Dakota Century Code is
4 amended and reenacted as follows:

5 **47-16-17.1. Termination due to domestic abuse.**

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

11 2. The tenant must provide advance written notice to the landlord stating that the:

12 a. The tenant fears imminent domestic violence from a person named in ~~a-~~
13 ~~protection order~~ after a hearing ~~under section 14-07.1-02~~ or an order prohibiting
14 contact the:

15 (1) A court order, protection order under section 1407.102, ex parte temporary
16 protection order, order prohibiting contact, restraining order, or other record
17 filed with a court; or

18 (2) A police or law enforcement record;

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

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

22 ~~(a) Licensed counselor;~~

23 ~~(b) Licensed social worker;~~

24 ~~(c) Member of the clergy;~~

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

27 ~~(e) Licensed attorney;~~ containing objective supporting evidence indicating
28 domestic violence or sexual assault; and

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

30 c. The specific date the tenancy will terminate.

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

4 3.4. A landlord may not disclose information provided to the landlord by a tenant
5 documenting domestic violence under this section. The information may not be
6 entered into any shared database or provided to any person, but may be used as
7 evidence in an eviction proceeding, in a claim for unpaid rent or damages arising out
8 of the tenancy, or as otherwise required by law.

9 4.5. A tenant terminating a lease under this section is responsible for the rent payment for
10 the full month in which the tenancy terminates and an additional amount equal to one
11 month's rent, subject to the landlord's duty to mitigate. The tenant is relieved of any
12 other contractual obligation for payment of rent or any other charges for the remaining
13 term of the lease, except as provided in this section.

14 5.6. This section does not affect a tenant's liability for delinquent, unpaid rent, or other
15 amounts owed to the landlord before the lease was terminated by the tenant under
16 this section.

17 6.7. The tenancy terminates, including the right of possession of the premises, on the
18 termination date stated in the notice under subsection 2. The amount equal to one
19 month's rent must be paid on or before the termination of the tenancy for the tenant to
20 be relieved of the contractual obligations for the remaining term of the lease as
21 provided in this section.

22 7.8. For purposes of this section, timing for the payment of the lessee's security deposit
23 under section 47-16-07.1 is triggered by either of the following:

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

27 b. If there are additional tenants bound by the lease, upon the expiration of the
28 lease.

29 8.9. Notwithstanding the release of a tenant from a lease agreement under this section, the
30 tenancy continues for any remaining tenants.

- 1 ~~9:10.~~ A person may not refuse to rent, refuse to negotiate for the rental of, or in any other
2 manner make unavailable or deny a dwelling to an individual, or otherwise retaliate in
3 the rental of a dwelling solely because a tenant or applicant or a household member of
4 the tenant or applicant exercised the right to terminate a lease under this section.
- 5 ~~10:11.~~ In an action for a violation of this section, the court may award statutory damages of
6 one thousand dollars. The court also may award actual damages, reasonable
7 attorney's fees, costs, and disbursements.