

2013 SENATE JUDICIARY

SB 2194

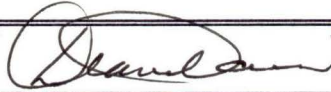
2013 SENATE STANDING COMMITTEE MINUTES

Senate Judiciary Committee
Fort Lincoln Room, State Capitol

SB2194
1/30/2013
Job #17975

☐ Conference Committee

Committee Clerk Signature



Minutes:

Attached testimony

Relating to lock changes for victims of domestic violence

Senator David Hogue - Chairman

Senator Lyson - District 1 - Introduces the bill

Janelle Moos - Executive Director of the CAWS ND - See written testimony. (1)

Senator Grabinger - Asks if it is possible to have locks changed in 48 hours.

Moos - She said they can find some flex in the language, and added that some landlords change their own locks.

Senator Armstrong - States that he is also concerned about the weekends and the cost

Senator Hogue - Asks about the intent of Subsection 7 & 8.

Moos - Replies they are hoping that landlords would error on the side of good faith.

Senator Hogue - Asks what would compel someone to pay rent if they are excluded from the apartment.

Moos - Replies there may be nothing that will compel them.

Senator Hogue - Questions the contractual relationship between tenants.

Moos - Says they would have to have a protection order to get the lock changed.

Senator Sitte - Asks how big a problem this is.

Moos - Says orders prohibiting contact are violated on a regular basis.

Opposition

Rocky Gordon - ND Apartment Association - See written testimony. (2)

Jeremy Petron - Goldmark Property Management - See written testimony. (3)

The committee talks about changing the locks and the cost involved.

Christa Andrews - ND Apartment Association - Believe this places too much burden on the landlord in these types of situations. They oppose the bill. She explains sections of the bills she has concerns with.

Neutral - none

Close the hearing on 2194

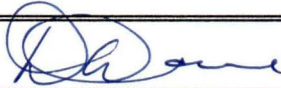
2013 SENATE STANDING COMMITTEE MINUTES

Senate Judiciary Committee
Fort Lincoln Room, State Capitol

SB2194
2/12/2013
Job #18820

☐ Conference Committee

Committee Clerk Signature



Minutes:

Vote

Senator David Hogue - Chairman

Committee work
Senator Lyson moves a do not pass
Senator Armstrong seconded

Discussion

Senator Lyson explains why he is voting a do not pass on this bill. The committee all agrees.

Vote -7 yes, 0 no
Motion passes
Senator Berry will carry

Date: 2-12-13
Roll Call Vote #: 1

2013 SENATE STANDING COMMITTEE
ROLL CALL VOTES
BILL/RESOLUTION NO. 2194

Senate JUDICIARY Committee

☐ Check here for Conference Committee

Legislative Council Amendment Number _____

Action Taken: ☐ Do Pass ☒ Do Not Pass ☐ Amended ☐ Adopt Amendment
☐ Rerefer to Appropriations ☐ Reconsider

Motion Made By S. Lyson Seconded By S. Armstrong

Senators	Yes	No	Senator	Yes	No
Chairman David Hogue	X		Senator Carolyn Nelson	X	
Vice Chairman Margaret Sitte	X		Senator John Grabinger	X	
Senator Stanley Lyson	X				
Senator Spencer Berry	X				
Senator Kelly Armstrong	X				

Total (Yes) 11 No 0

Absent _____

Floor Assignment S. Berry

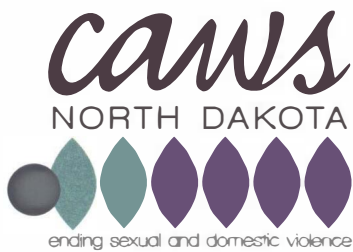
If the vote is on an amendment, briefly indicate intent:

REPORT OF STANDING COMMITTEE

SB 2194: Judiciary Committee (Sen. Hogue, Chairman) recommends **DO NOT PASS** (7 YEAS, 0 NAYS, 0 ABSENT AND NOT VOTING). SB 2194 was placed on the Eleventh order on the calendar.

2013 TESTIMONY

SB 2281



2194 ①

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Testimony on SB 2194
Senate Judiciary
January 30, 2013

Chair Hogue and Members of the Committee,

My name is Janelle Moos and I am the Executive Director of the CAWS North Dakota. Our Coalition is a membership based organization that consists of 21 domestic violence and rape crisis centers that provide services to victims of domestic violence, sexual assault, and stalking in all 53 counties and the reservations in North Dakota. I'm speaking this morning on their behalf in support of SB 2194.

If enacted, SB 2194 would allow victims of domestic violence to seek lock changes when their abuser has access to their private rental residence. This bill was drafted using several examples from other states that have similar provisions.

Under Section 1, subsection 1, victims of domestic violence as defined under NDCC 14-07.1-01 would be able to request a landlord change the outside locks to their leased residential property. This applies only to the door of their leased property and would not apply to the lock of a security building that all tenants use.

Section 1, subsection 2, describes the process a victim must follow when requesting the lock change including:

- Advanced written notice stating their fear domestic violence from a person named in a protection order or order prohibiting contact or
- Provide another form of evidence supporting their claim of domestic violence including a police report, medical record, or written affidavit from a licensed counselor, social worker, domestic violence advocate, or attorney (subdivision a-c of subsection 2)

The remaining subsections in the bill on page 2 describe the timeframe for making the requests for a lock change and the amount of time the landlord has to meet the request. If a victim makes a request for a lock change and provides the appropriate documentation, the landlord has 48 hours to do so. If the landlord is unable to do so within 48 hours, the tenant may change the locks (subsection 7). In both instances the landlord or tenant are required to supply the

other with a new key within 24 hours (subsection 6 and 9). Time frames vary in every state and we felt it was important to provide guidance about when duties and responsibilities must be met. We attempted to strike a balance in SB 2194 to ensure the safety of victims and off set the burden to landlords.

Other subsections in the bill outline who bears the cost of the lock change. It is rare that the landlord is required to pay for the costs of the lock change. As you can see in subsection 7, the tenant is required to reimburse the landlord for the actual expense for changing the locks but if the landlord is unable to comply with the request and the tenant changes the lock on their own the landlord is required to reimburse the tenant for changing the locks (subsection 8). By first requiring a tenant to bear the cost of the lock change it shows deference to the landlords who intend to work in good faith to keep victims safe.

Finally, I met with representatives of the ND Apartment Association prior to filing SB 2194 in order to find common ground prior to the start of the legislative session. As a result of that meeting, we did increase the amount of time (from 24 to 48 hours) allotted for landlords to change the locks and decreased the amount of time (from 45 days to 30 days) tenants had to reimburse the landlord. Additionally, subsection 4 was added that states "if an offender is on a lease with the tenant that a victim must present a protection order or order prohibiting contact prior to requesting the lock change."

SB 2194 is a step towards providing victims with meaningful safeguards especially in emergency and potentially lethal situations involving domestic violence. We've attempted to strike a balance between victim safety and landlords' ability to comply with the requirements, so therefore I urge a DO PASS on SB 2194.

Thank you.

Senate Bill 2194

Mr. Chairman and members of the Committee:

My name is Rocky Gordon a lobbyist for the North Dakota Apartment. We stand before you in strong opposition to this bill.

We know of no landlords who will not change locks at the tenants request and at the tenants expense now.

We see this bill unnecessary and in some respects unreasonable. In short it is a solution in search of a problem.

It would require a landlord at the request and support of people like clergy or an attorney to change the lock within 48 hours. Some in our organization do not have maintenance people readily available. I recently called Guardian Lock Company, they are booking into March.

Then it attempts to get punitive against the landlord. If the job is not complete within 48 hours the tenant can have it done and the landlord must pay for it. Well in many cases that means keying off a master key system, which could cause fire safety issues. Why should any of this be punitive against the landlord? He has done nothing wrong.

It has no limit to the number of times a landlord must do this. Reoccurrences in these types of situations are more common than one might think.

Finally, Section 10 while it doesn't matter to us seems really unfair. If a person is excluded from a lease in month 2 of a 1 year lease they are liable for 10 more months of rent or damages they may not have caused nor had anything to do with.

We ask for a Do Not Pass on Senate Bill 2194, because it is unneeded and unreasonable.

I'd be happy to answer any questions!

January 30, 2013

Jeremy Petron
Area Manager
Goldmark Property Management

Re: Senate Bill 2194

As an employee of a property management company, I am in opposition to Senate Bill 2194.

This Bill is cumbersome by mandating how and when a lock needs to be changed. It is my experience that a property management company or independent rental owner is able to complete a lock change request without the need of a mandated law.

In our company, we complete new lock changes at the property owner's expense as a standard protocol when new residents move into an apartment. We also complete lock change requests from residents at their expense, if they are the only adult on the lease, even if they don't have a protection order. If there is more than one adult on the lease, we do require a protection order to prove that the other party to the lease contract won't be returning to the property and ensure that we are covered against any court action that could arise due to locking out a resident who would otherwise still have access rights to the apartment under that lease. In this Bill, however, the additional supporting claims of evidence listed seem very arbitrary with the potential to be abused under the law.

Also, to mandate that a lock change should become the expense of the landlord for failing to meet a time requirement, even when such a requirement may be unfeasible in some situations, seems unfair to the landlord, especially when the landlord is caught in the middle of a domestic violence situation through no fault of their own.