

**SENATE BILL NO.**

Introduced by

Senator J. Lee

1 A BILL for an Act to create an 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 abuse.

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.** A tenant to a residential lease who is a victim of  
7 domestic violence and fears imminent domestic violence against the tenant or the tenant's  
8 minor children if the tenant or the tenant's minor children remain in the leased premises may  
9 terminate a lease agreement without penalty or liability as provided in this section.

10 1. Domestic violence includes physical harm, bodily injury, sexual activity compelled  
11 by physical force, assault, or the infliction of fear of imminent physical harm, bodily  
12 injury, sexual activity compelled by physical force, or assault, not committed in  
13 self-defense. The tenant must provide advance written notice to the landlord  
14 stating that:

15 a. The tenant fears imminent domestic violence from a person names in an  
16 order for protection or no contact order.

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

18 c. The specific date the tenancy will terminate.

19 2. The written notice must be delivered before the termination of the tenancy by mail,  
20 fax, or in person, and be accompanied by the order for protection or no contact  
21 order.

22 3. A landlord must not disclose information provided to the landlord by a tenant  
23 documenting domestic violence under this section. The information must not be  
24 enetered into any shared database or provided to any person or entity, but may be

- 1           used when required as evidence in an eviction proceeding, action for unpaid rent  
2           or damages arising out of the tenancy, claims under section 47-16-07.1 with the  
3           consent of the tenant, or as otherwise required by law.
- 4           4. A tenant terminating a lease under this section is responsible for the rent payment  
5           for hte full month in which the tenancy terminates and an additional amount equal  
6           to one month's rent. The tenant is relieved of any other contractual obligation for  
7           payment of rent or any other charges for the remaining term of the lease, except as  
8           provided in this section.
- 9           5. This section does not affect a tenant's liability for delinquent, unpaid rent or other  
10           amounts owed to the landlord before the lease was terminated by the tenant under  
11           this section.
- 12           6. The tenancy terminates, including the right of possession of the premises, on the  
13           termination date stated in the notice under subsection 1. The amount equal to one  
14           month's rent must be paid on or before the termination of the tenancy for the tenant  
15           to be relieved of the contractual obligations for the remaining term of the lease as  
16           provided in this section.
- 17           7. For purposes of this section, the provisions of section 47-16-07.1 are triggered as  
18           follows:
- 19           a. If the only tenant is the tenant who is the victim of domestic abuse and the  
20           tenant's minor childre, if any, upon the first day of the month following the later  
21           of the date the tenant vacates the premises or the termination of the tenancy  
22           indicated in the written notice under subsection 1.
- 23           b. If there are additional tenants bound by the lease, upon the expiration of the  
24           lease.
- 25           8. Notwithstanding the release of a tenant from a lease agreement under ths section  
26           if there are any remaining tenants the tenancy continues for those remaining  
27           tenants.