

Sixty-first  
Legislative Assembly  
of North Dakota

## REENGROSSED 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 an order for  
14 protection or no contact order issued after a hearing under section 14-07.1-02, 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 order for  
18 protection or no contact order.
- 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 if  
22 required as evidence in an eviction proceeding, in a claim for unpaid rent or  
23 damages arising out of the tenancy, with the consent of the tenant, or as otherwise  
24 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, the landlord's duty to pay 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           later of the date the tenant vacates the premises or the termination of the  
19           tenancy indicated in the written notice under subsection 1.
  - 20           b. If there are additional tenants bound by the lease, upon the expiration of the  
21           lease.
- 22          8. Notwithstanding the release of a tenant from a lease agreement under this section,  
23          the tenancy continues for any remaining tenants.
- 24          9. A person may not refuse to rent, refuse to negotiate for the rental of, or in any  
25          other manner make unavailable or deny a dwelling to an individual, or otherwise  
26          retaliate in the rental of a dwelling solely because a tenant or applicant or a  
27          household member of the tenant or applicant exercised the right to terminate a  
28          lease under this section.