

Introduced by

Senators Dever, J. Lee, Schneider

Representatives N. Johnson, Sanford, Boschee

1 A BILL for an Act to amend and reenact section 47-16-17.1 of the North Dakota Century Code,  
2 relating to protection for victims of domestic violence in residential leases.

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

4 **SECTION 1. AMENDMENT.** Section 47-16-17.1 of the North Dakota Century Code is  
5 amended and reenacted as follows:

6 **47-16-17.1. Termination due to domestic abuseResidential leases - Protection for**  
7 **victims of domestic violence.**

- 8 1. A tenant to a residential lease who is a victim of domestic violence as defined in  
9 section 14-07.1-01 or fears imminent domestic violence against the tenant or the  
10 tenant's minor children if the tenant or the tenant's minor children remain in the leased  
11 premises may terminate a lease agreement, as provided in this section, without  
12 penalty or liability.
- 13 2. The tenant must provide advance written notice to the landlord stating that the tenant  
14 fears imminent domestic violence from a person named in a protection order after a  
15 hearing under section 14-07.1-02 or an order prohibiting contact, the tenant needs to  
16 terminate the tenancy, and the specific date the tenancy will terminate. The notice  
17 must be delivered by mail, facsimile communication, or in person before the  
18 termination of the tenancy, and be accompanied by the protection order or the order  
19 prohibiting contact.
- 20 3. A landlord may not disclose information provided to the landlord by a tenant  
21 documenting domestic violence under this section. The information may not be  
22 entered into any shared database or provided to any person, but may be used as  
23 evidence in an eviction proceeding, in a claim for unpaid rent or damages arising out  
24 of the tenancy, or as otherwise required by law.

- 1           4. A tenant terminating a lease under this section is responsible for the rent payment for  
2           the full month in which the tenancy terminates and an additional amount equal to one  
3           month's rent, subject to the landlord's duty to mitigate. The tenant is relieved of any  
4           other contractual obligation for payment of rent or any other charges for the remaining  
5           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 tenant to  
12          be relieved of the contractual obligations for the remaining term of the lease as  
13          provided in this section.
- 14          7. For purposes of this section, timing for the payment of 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 the  
17           victim of domestic violence, upon the first day of the month following the date the  
18           tenant vacates the premises.
- 19           b. If there are additional tenants bound by the lease, upon the expiration of the  
20           lease.
- 21          8. Notwithstanding the release of a tenant from a lease agreement under this section, the  
22          tenancy continues for any remaining tenants.
- 23          9. A person may not refuse to rent, refuse to negotiate for the rental of, terminate or fail  
24          to renew a future residential lease, or in any other manner make unavailable or deny a  
25          dwelling to an individual, or otherwise retaliate in the rental of a dwelling solely  
26          because a tenant or, an applicant, or a household member of the tenant or applicant  
27          exercised the right to terminate a lease under this section.
- 28          10. For a victim of domestic abuse who has not terminated a lease under this section, a  
29          person may not terminate or fail to renew a residential lease, refuse to rent, refuse to  
30          negotiate for the rental of, or in any other manner make unavailable or deny a dwelling  
31          to an individual, or otherwise retaliate in the rental of a dwelling solely because a

1           tenant, an applicant, or a household member of the tenant or applicant is a protected  
2           victim of domestic abuse. To be a protected victim of domestic abuse under this  
3           subsection, the landlord must have notice of this status in the manner as described in  
4           subsection 2.

5       11. It is an affirmative defense for a tenant in an action for eviction that the tenant is a  
6           victim of domestic violence. To be a victim of domestic abuse under this subsection,  
7           the landlord must have notice of this status in the manner as described in  
8           subsection 2.

9       12. 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.