

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1051 Session of 2015

INTRODUCED BY DEAN, FRANKEL, DiGIROLAMO, KINSEY, SCHREIBER, V. BROWN, SCHLOSSBERG, C. PARKER, CALTAGIRONE, BROWNLEE, O'BRIEN, THOMAS, YOUNGBLOOD, McNEILL, KAVULICH, SCHWEYER, M. DALEY, KIM, FARINA, FREEMAN, EVERETT, TOOHL, MURT, QUINN, LEWIS, COHEN, FARRY, ACOSTA, GILLEN, SIMS, SANTARSIERO, BRADFORD, D. MILLER AND NEILSON, APRIL 27, 2015

AS REPORTED FROM COMMITTEE ON URBAN AFFAIRS, HOUSE OF REPRESENTATIVES, AS AMENDED, MAY 17, 2016

AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An
2 act relating to the rights, obligations and liabilities of
3 landlord and tenant and of parties dealing with them and
4 amending, revising, changing and consolidating the law
5 relating thereto," providing for early release or termination
6 of lease because of domestic violence, sexual assault or
7 stalking.

8 The General Assembly of the Commonwealth of Pennsylvania
9 hereby enacts as follows:

10 Section 1. The act of April 6, 1951 (P.L.69, No.20), known
11 as The Landlord and Tenant Act of 1951, is amended by adding an
12 article to read:

13 ARTICLE V-C

14 TENANTS' RIGHTS IN CASES OF

15 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

16 Section 501-C. Definitions.

17 The following words and phrases when used in this article
18 shall have the meanings given to them in this section unless the

1 context clearly indicates otherwise:

2 "Attesting third party." A law enforcement official, <--
3 licensed health care professional, victim's advocate or victim-
4 services provider.

5 "Domestic violence." Behavior for which a police officer may
6 arrest an individual without a warrant under 18 Pa.C.S. §
7 2711(a) (relating to probable cause arrests in domestic violence
8 cases).

9 "Dwelling unit." Either of the following:

10 (1) if a structure has two or more units to be leased,
11 the designated unit within the structure, together with the
12 fixtures and appurtenances, to be used as the home, residence
13 or sleeping place by an individual or two or more individuals
14 who maintain a common household regardless of their
15 relationship to each other. Unless the lease provides
16 otherwise, the term excludes an area associated with the
17 structure but exterior to it, such as a parking area or
18 grounds, or a common area within the structure, such as a
19 hallway, entrance or basement; or

20 (2) if a structure has only one unit to be leased, the
21 structure, together with the fixtures, facilities and
22 appurtenances, to be used as the home, residence or sleeping
23 place by an individual or two or more individuals who
24 maintain a common household, regardless of their relationship
25 to each other. Unless the lease provides otherwise, the term
26 excludes an area associated with the structure but exterior
27 to it, such as a parking area, detached garage, other
28 building or grounds.

29 "ATTESTING THIRD PARTY." A LAW ENFORCEMENT OFFICIAL, <--
30 LICENSED HEALTH-CARE PROVIDER OR VICTIM ADVOCATE.

1 "DOMESTIC VIOLENCE." THE OCCURRENCE OF ONE OR MORE OF THE
2 FOLLOWING ACTS BETWEEN FAMILY OR HOUSEHOLD MEMBERS, SEXUAL OR
3 INTIMATE PARTNERS OR PERSONS WHO SHARE BIOLOGICAL PARENTHOOD:

4 (1) INTENTIONALLY, KNOWINGLY OR RECKLESSLY CAUSING, OR
5 ATTEMPTING TO CAUSE, BODILY INJURY, SERIOUS BODILY INJURY OR
6 SEXUAL ASSAULT.

7 (2) PLACING ANOTHER IN REASONABLE FEAR OF IMMINENT
8 SERIOUS BODILY HARM.

9 (3) THE INFLICTION OF FALSE IMPRISONMENT PURSUANT TO 18
10 PA.C.S. § 2903 (RELATING TO FALSE IMPRISONMENT).

11 "DOMESTIC VIOLENCE COUNSELOR/ADVOCATE." AS DEFINED IN 23
12 PA.C.S. § 6102(A) (RELATING TO DEFINITIONS).

13 "Immediate family member." Any of the following who
14 habitually reside in a dwelling unit with a tenant:

15 (1) an individual related to the tenant by blood,
16 adoption or marriage;

17 (2) an individual having an intimate relationship with
18 the tenant; or

19 (3) a foster child, stepchild or ward of the tenant or
20 of an individual named in paragraph (1) or (2).

21 ~~"Premises." A dwelling unit and the structure of which it is~~ <--
22 ~~a part if the structure has two or more units to be leased. The~~
23 ~~term includes the exterior or interior areas:~~

24 ~~(1) associated with the structure that are excluded from~~
25 ~~the definition of "dwelling unit," including the fixtures,~~
26 ~~facilities and appurtenances; and~~

27 ~~(2) held out for the use of tenants generally or the use~~
28 ~~of which is promised to the tenant.~~

29 "PERPETRATOR." AN INDIVIDUAL WHO COMMITS, OR IS ALLEGED TO <--
30 HAVE COMMITTED, AN ACT OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR

1 STALKING ON A TENANT OR IMMEDIATE FAMILY MEMBER.

2 "SEXUAL ASSAULT." CONDUCT THAT CONSTITUTES ANY OF THE
3 FOLLOWING OFFENSES:

4 (1) 18 PA.C.S. CH. 31 (RELATING TO SEXUAL OFFENSES),
5 EXCEPT 18 PA.C.S. §§ 3129 (RELATING TO SEXUAL INTERCOURSE
6 WITH ANIMAL) AND 3130 (RELATING TO CONDUCT RELATING TO SEX
7 OFFENDERS).

8 (2) 18 PA.C.S. § 4304 (RELATING TO ENDANGERING WELFARE
9 OF CHILDREN) IF THE OFFENSE INVOLVED SEXUAL CONTACT WITH THE
10 VICTIM.

11 (3) 18 PA.C.S. § 6301(A)(1)(II) (RELATING TO CORRUPTION
12 OF MINORS).

13 (4) 18 PA.C.S. § 6318 (RELATING TO UNLAWFUL CONTACT WITH
14 MINOR).

15 (5) 18 PA.C.S. § 6320 (RELATING TO SEXUAL EXPLOITATION
16 OF CHILDREN).

17 "SEXUAL ASSAULT COUNSELOR." AS DEFINED IN 42 PA.C.S. §
18 5945.1 (RELATING TO CONFIDENTIAL COMMUNICATIONS WITH SEXUAL
19 ASSAULT COUNSELORS).

20 "Stalking." Conduct that constitutes an offense under 18
21 Pa.C.S. § 2709.1(a) (relating to stalking).

22 "Tenant." A person entitled to possession of a dwelling unit <--
23 under a lease. The term includes an assignee, sublessee and, if
24 the tenant is not an individual, an individual the tenant
25 authorized to occupy the dwelling unit. If the tenant is an
26 individual, the term excludes a person who occupies the dwelling
27 unit with the individual's permission that is not a party to the
28 lease and does not pay rent.

29 "Victim advocate." An individual, whether paid or serving as
30 a volunteer, who provides services to victims of domestic

1 ~~violence, sexual assault or stalking under the auspices or~~
2 ~~supervision of a victim services provider or a court or a law~~
3 ~~enforcement or prosecution agency.~~

4 ~~"Victim services provider." A person that assists victims of~~
5 ~~domestic violence, sexual assault or stalking. The term includes~~
6 ~~a rape crisis center, domestic violence shelter, faith based~~
7 ~~organization or other organization with a documented history of~~
8 ~~work concerning domestic violence, sexual assault or stalking.~~

9 "TENANT." A PERSON THAT IS A PARTY TO A LEASE OF A DWELLING <--
10 UNIT AND IS ENTITLED TO POSSESSION OF THE DWELLING UNIT.

11 "VICTIM." AN INDIVIDUAL WHO IS THE SUBJECT OF AN ACT OF
12 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.

13 "VICTIM ADVOCATE." A SEXUAL ASSAULT COUNSELOR OR DOMESTIC
14 VIOLENCE COUNSELOR/ADVOCATE, WHETHER PAID OR SERVING AS A
15 VOLUNTEER.

16 SECTION 502-C. CHANGE OF LOCKS.

17 (A) RIGHT OF TENANT.--SUBJECT TO SUBSECTIONS (B) AND (C), IF
18 A TENANT OR AN IMMEDIATE FAMILY MEMBER IS A VICTIM AND THE
19 TENANT HAS A REASONABLE FEAR THAT THE PERPETRATOR OR ANOTHER
20 INDIVIDUAL ACTING ON THE PERPETRATOR'S BEHALF MAY ATTEMPT TO
21 GAIN ACCESS TO THE DWELLING UNIT THAT THE TENANT LEASES, THE
22 TENANT MAY CHANGE THE LOCKS OR OTHER SECURITY DEVICES FOR THE
23 DWELLING UNIT AT THE TENANT'S EXPENSE. THE TENANT SHALL
24 IMMEDIATELY PROVIDE A KEY OR OTHER MEANS OF ACCESS TO THE NEW
25 LOCKS OR SECURITY DEVICES TO THE LANDLORD AND ANY OTHER TENANT,
26 OTHER THAN THE PERPETRATOR, THAT IS A PARTY TO THE LEASE.

27 (B) RIGHT OF LANDLORD.--IF THE LOCKS OR OTHER SECURITY
28 DEVICES ARE CHANGED OR REKEYED UNDER SUBSECTION (A), THE
29 LANDLORD MAY THEREAFTER CHANGE OR REKEY THEM, AT THE TENANT'S
30 EXPENSE, TO ENSURE COMPATIBILITY WITH THE LANDLORD'S MASTER KEY

1 OR OTHER MEANS OF ACCESS OR OTHERWISE ACCOMMODATE THE LANDLORD'S
2 REASONABLE COMMERCIAL NEEDS.

3 (C) PROHIBITION.--IF A PERPETRATOR IS A PARTY TO THE LEASE,
4 THE LOCKS OR OTHER SECURITY DEVICES MAY NOT BE CHANGED OR
5 REKEYED UNDER SUBSECTION (A) UNLESS THERE IS A COURT ORDER,
6 OTHER THAN AN EX PARTE ORDER, EXPRESSLY REQUIRING THE
7 PERPETRATOR TO VACATE THE DWELLING UNIT OR PROHIBITING THE
8 PERPETRATOR FROM HAVING ANY CONTACT WITH THE TENANT OR AN
9 IMMEDIATE FAMILY MEMBER AND A COPY OF THE ORDER HAS BEEN
10 PROVIDED TO THE LANDLORD.

11 (D) LIMITATION.--A PERPETRATOR IS NOT ENTITLED TO DAMAGES OR
12 OTHER RELIEF AGAINST A LANDLORD OR A TENANT WHO COMPLIES IN GOOD
13 FAITH WITH THIS SECTION.

14 Section 502-C 503-C. Early release or termination of lease. <--

15 (a) Possible release.--If, as the result of an act of
16 domestic violence, sexual assault or stalking, a tenant or an
17 immediate family member has a reasonable fear of further acts of
18 domestic violence, sexual assault or stalking by continued
19 residence in the dwelling unit THAT THE TENANT LEASES, the <--
20 tenant may be released by giving a notice that complies with
21 subsection (b). THE MOST RECENT ACT OF DOMESTIC VIOLENCE, SEXUAL <--
22 ASSAULT OR STALKING MUST HAVE OCCURRED NOT MORE THAN 90 DAYS
23 PRIOR TO THE DATE THE TENANT SUBMITS THE NOTICE.

24 (b) Required release.--A tenant shall be released from a
25 lease if the tenant gives the landlord:

26 (1) a written notice signed by the tenant of the
27 tenant's intent to be released from the lease as of a
28 specific date. The notice must STATE THE FACTS GIVING RISE TO <--
29 THE REASONABLE FEAR OF SUFFERING A FURTHER ACT OF DOMESTIC
30 VIOLENCE, SEXUAL ASSAULT OR STALKING AND be given at least 30

~~1 days prior to the date the tenant intends to terminate the~~ <--
~~2 lease THE RELEASE TO BE EFFECTIVE; and~~ <--

~~3 (2) one of the following:~~

~~4 (i) a copy of a valid outstanding temporary or~~ <--
~~5 permanent court order that restrains a THE perpetrator~~ <--
~~6 from contact with the tenant or an immediate family~~
~~7 member;~~

~~8 (ii) other evidence of domestic violence, sexual~~ <--
~~9 assault or stalking against the tenant or an immediate~~
~~10 family member, including, but not limited to, police~~
~~11 reports, medical records or court documents relating to~~
~~12 the tenant's or immediate family member's victimization;~~
~~13 or~~

~~14 (II) POLICE REPORTS, MEDICAL RECORDS OR COURT~~ <--
~~15 DOCUMENTS RELATING TO THE TENANT'S OR IMMEDIATE FAMILY~~
~~16 MEMBER'S VICTIMIZATION BY DOMESTIC VIOLENCE, SEXUAL~~
~~17 ASSAULT OR STALKING;~~

~~18 (III) EVIDENCE THAT THE PERPETRATOR HAS BEEN~~
~~19 CONVICTED OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR~~
~~20 STALKING AGAINST THE TENANT OR IMMEDIATE FAMILY MEMBER;~~
~~21 OR~~

~~22 (iii) (IV) a written verification signed by the~~ <--
~~23 tenant and an attesting third party that complies with~~
~~24 the provisions of section 503-C 504-C.~~ <--

~~25 (c) Termination for a single tenant. If the tenant is the~~ <--
~~26 only tenant who is a party to the lease, the lease terminates on~~
~~27 the date specified in the notice given by the tenant under~~
~~28 subsection (b) (1). The tenant is not liable for rent or other~~
~~29 obligations under the lease accruing after the termination.~~

~~30 (d) Termination for multiple tenants. If there are multiple~~

~~1 tenants that are parties to the lease, the release of one tenant
2 under this section does not terminate the lease with respect to
3 other tenants. The landlord is not required to return to the
4 released tenant or a remaining tenant a security deposit or
5 unearned prepaid rent until the lease terminates with respect to
6 all tenants.~~

7 (C) TERMINATION FOR A SINGLE TENANT.--THE FOLLOWING SHALL <--
8 APPLY IF THE TENANT IS THE ONLY TENANT WHO IS A PARTY TO THE
9 LEASE:

10 (1) THE LEASE SHALL TERMINATE ON THE DATE SPECIFIED IN
11 THE NOTICE GIVEN BY THE TENANT UNDER SUBSECTION (B) (1) IF THE
12 TENANT VACATES THE DWELLING UNIT ON OR BEFORE THAT DATE.

13 (2) THE TENANT IS NOT LIABLE FOR RENT OR OTHER
14 OBLIGATIONS UNDER THE LEASE ACCRUING AFTER THE TERMINATION.

15 (3) THE TERMINATION SHALL NOT AFFECT THE TENANT'S
16 OBLIGATIONS UNDER THE LEASE ACCRUING PRIOR TO THE DATE OF THE
17 TERMINATION.

18 (4) THE LANDLORD SHALL RETURN TO THE TENANT SECURITY
19 DEPOSITS OR OTHER ESCROWS TO WHICH THE TENANT IS OTHERWISE
20 ENTITLED UNDER THE LEASE OR OTHER PROVISIONS OF THIS ACT AND
21 RENT THAT MAY HAVE BEEN PREPAID FOR THE PERIOD FOLLOWING
22 TERMINATION.

23 (D) TERMINATION FOR MULTIPLE TENANTS.--THE FOLLOWING SHALL
24 APPLY IF THERE ARE MULTIPLE TENANTS THAT ARE PARTIES TO THE
25 LEASE:

26 (1) THE TENANT WHO GAVE NOTICE UNDER SUBSECTION (B) (1)
27 IS RELEASED FROM THE LEASE AS OF THE DATE SPECIFIED IN THE
28 NOTICE IF THE TENANT VACATES THE DWELLING UNIT ON OR BEFORE
29 THE SPECIFIED DATE, BUT THE RELEASE OF ONE TENANT UNDER THIS
30 SECTION DOES NOT TERMINATE THE LEASE WITH RESPECT TO OTHER

1 TENANTS.

2 (2) THE LANDLORD MAY REQUIRE THE REMAINING TENANTS TO
3 PROVIDE EVIDENCE REASONABLY SATISFACTORY TO THE LANDLORD THAT
4 THE REMAINING TENANTS WILL HAVE THE FINANCIAL CAPABILITY TO
5 CONTINUE TO MEET THEIR OBLIGATIONS UNDER THE LEASE.

6 (3) THE LANDLORD IS NOT REQUIRED TO RETURN TO THE
7 RELEASED TENANT OR A REMAINING TENANT A SECURITY DEPOSIT OR
8 UNEARNED PREPAID RENT UNTIL THE LEASE TERMINATES WITH RESPECT
9 TO ALL TENANTS.

10 (4) THE TENANT RELEASED FROM THE LEASE SHALL NOT BE
11 LIABLE TO THE LANDLORD OR ANY OTHER PERSON FOR RENT ACCRUING
12 AFTER THE TENANT'S RELEASE OR FOR ACTUAL DAMAGES RESULTING
13 FROM THE TENANT'S RELEASE FROM THE LEASE.

14 (5) THE LANDLORD AND THE REMAINING TENANTS MAY ENTER
15 INTO A NEW LEASE UPON MUTUALLY SATISFACTORY TERMS.

16 (E) LIMITATION.--THE FOLLOWING SHALL APPLY:

17 (1) A TENANT WHO IS A PERPETRATOR MAY NOT SEEK
18 TERMINATION OF OR RELEASE FROM A LEASE UNDER THIS SECTION.

19 (2) A PERPETRATOR IS NOT ENTITLED TO DAMAGES RESULTING
20 FROM A GOOD FAITH EXERCISE OF A RIGHT GRANTED TO A TENANT OR
21 A LANDLORD UNDER THIS ARTICLE OR SECTION 503-C OR 508-C.

22 (F) TENANT'S FORWARDING ADDRESS.--IF THE TENANT IS ENTITLED
23 TO THE RETURN OF A SECURITY DEPOSIT OR PREPAID RENT UNDER
24 SUBSECTION (C) (4), THE TENANT MAY PROVIDE A CONFIDENTIAL ADDRESS
25 TO THE LANDLORD. THE LANDLORD SHALL MAINTAIN THE CONFIDENTIALITY
26 OF THE ADDRESS IF THE TENANT HAS ADVISED THE LANDLORD THAT THE
27 ADDRESS IS CONFIDENTIAL.

28 (G) CONSTRUCTION.--THE PROVISIONS OF THIS SECTION WITH
29 RESPECT TO THE TERMINATION OF OR RELEASE FROM A LEASE BY A
30 TENANT SHALL BE SELF-EFFECTUATING WITHOUT ANY FURTHER ACTION BY

1 THE TENANT OR THE LANDLORD. IF A TENANT WHO HAS COMPLIED WITH
2 THE PROVISIONS OF SUBSECTION (B) PREVAILS IN A SUBSEQUENT ACTION
3 BY A LANDLORD TO RECOVER ALL OR ANY PART OF RENT OR OTHER SUMS
4 ACCRUING UNDER A LEASE AFTER THE EFFECTIVE DATE OF THE RELEASE
5 OR TERMINATION OR FOR DAMAGES IN CONNECTION WITH THE RELEASE OR
6 TERMINATION, THE TENANT SHALL BE ENTITLED TO RECOVER LEGAL FEES
7 AND COURT COSTS INCURRED IN CONNECTION WITH DEFENSE OF THE
8 ACTION.

9 Section ~~503-C~~ 504-C. Verification. <--

10 (a) Requirements.--A verification provided by a tenant AND <--
11 ATTESTING THIRD PARTY under section ~~502-C(b)(2)(iii)~~ 503-C(B)(2) <--
12 (IV) shall include the following:

13 (1) From the tenant:

14 (i) the tenant's name and address of the dwelling
15 unit;

16 (ii) the approximate dates during which the domestic
17 violence, sexual assault or stalking occurred, including
18 the most recent date;

19 (iii) a statement that because of ~~the acts~~ AN ACT of <--
20 domestic violence, sexual assault or stalking, the tenant
21 or an immediate family member has a reasonable fear that
22 the tenant or immediate family member will suffer further
23 acts of domestic violence, sexual assault or stalking by
24 continued residence in the dwelling unit;

25 (iv) the proposed date for the termination of the
26 lease or the release of the tenant from the lease; and

27 (v) a statement that the tenant understands that the
28 statements could be used in court and that the tenant
29 could be liable for perjury as well as the damages
30 provided in subsection (b) for KNOWINGLY making false <--

1 statements in the verification.

2 (2) From an attesting third party:

3 (i) the name, business address and business
4 telephone number of the attesting third party;

5 (ii) the capacity in which the attesting third party
6 received the information regarding the domestic violence,
7 sexual assault or stalking; and

8 (iii) a statement that the attesting third party:

9 (A) read the tenant's verification and has been
10 advised by the tenant that the tenant or an immediate
11 family member is ~~the~~ A victim of domestic violence, <--
12 ~~sexual assault or stalking~~ and has a reasonable fear
13 that the tenant or the immediate family member will
14 suffer further acts of domestic violence, sexual
15 assault or stalking by continued residence in the
16 dwelling unit;

17 (B) believes the tenant; ~~and~~ <--

18 (C) understands that the verification may be
19 used as the basis for releasing the tenant from a
20 lease; AND <--

21 (D) UNDERSTANDS THAT THE STATEMENT COULD BE USED
22 IN COURT AND THAT THE ATTESTING THIRD PARTY COULD BE
23 LIABLE FOR PERJURY AS WELL AS DAMAGES TO THE LANDLORD
24 FOR KNOWINGLY MAKING FALSE STATEMENTS IN THE
25 VERIFICATION.

26 (b) False statements.--If a tenant submits to a landlord a
27 verification containing false statements made by the tenant or
28 false statements made by an attesting third party that the
29 tenant knew to be false, the court may award the landlord an
30 amount up to three months' rent or triple actual damages, <--

1 ~~whichever is greater~~ EQUAL TO TWICE THE LANDLORD'S ACTUAL <--
2 ~~DAMAGES, costs and reasonable attorney fees.~~
3 ~~Section 504-C 505-C. Landlord's obligations.~~ <--
4 ~~(a) Complying tenant.~~ If a tenant complies with section <--
5 ~~502-C 503-C, the landlord:~~ <--
6 ~~(1) except as provided in section 502 C(d), shall return~~ <--
7 ~~to the tenant the amount of a security deposit and unearned~~
8 ~~prepaid rent, to which the tenant is entitled;~~
9 ~~(2) (1) may not assess a fee or other penalty against~~ <--
10 ~~the tenant solely for exercising a right granted under this~~
11 ~~article; and~~
12 ~~(3) (2) may not disclose information required to be~~ <--
13 ~~reported to the landlord under section 502-C 503-C unless:~~ <--
14 ~~(i) the tenant provides specific time-limited and~~
15 ~~contemporaneous consent to the disclosure in writing; or~~
16 ~~(ii) the information is required to be disclosed by~~
17 ~~a court order or by law other than this article.~~
18 ~~(b) Refusal to release.~~ If a landlord refuses to release a <--
19 ~~tenant who is entitled to be released from a lease under section~~
20 ~~502-C, the court shall award the tenant an amount equal to three~~
21 ~~months' rent or triple actual damages, whichever is greater,~~
22 ~~costs and reasonable attorney fees.~~
23 ~~Section 505 C. Effect on perpetrator.~~
24 ~~(a) Recovery of damages.~~ A landlord may recover from a
25 ~~perpetrator actual damages resulting from a tenant's exercise of~~
26 ~~a right under section 502 C. If the perpetrator is a party to~~
27 ~~the lease, the landlord may:~~
28 ~~(1) except as otherwise provided in section 507 C(b),~~
29 ~~allow the perpetrator to remain in possession of the dwelling~~
30 ~~unit in which event the perpetrator shall be liable for~~

~~future rent payable and other obligations of a tenant under the lease; or~~

~~(2) terminate the perpetrator's interest under the lease by written notice to the perpetrator at least five days prior to the termination date specified in the notice and bring an action for possession against the perpetrator if the perpetrator fails to vacate the dwelling unit on the specified termination date.~~

~~(b) Limitation. A perpetrator is not entitled to damages resulting from a good faith exercise of a right granted to a tenant or a landlord under section 502 C or 508 C or this section.~~

~~Section 506 C. Change of locks.~~

~~(a) Right to request. Subject to subsections (b) and (c), if a tenant or an immediate family member has been the victim of domestic violence, sexual assault or stalking and the tenant has a reasonable fear that the perpetrator or another individual acting on the perpetrator's behalf may attempt to gain access to the dwelling unit, the tenant may ask the landlord to change the locks or other security devices for the dwelling unit.~~

~~(b) Duty of landlord and expense. Not later than three days after receiving a request under subsection (a) or sooner if commercially reasonable to do so, the landlord shall change the locks or security devices at the tenant's expense.~~

~~(c) Right of tenant. If the landlord fails to act in a timely manner, the tenant may change or rekey the locks or other security devices at the landlord's expense without the landlord's consent. In that event, the tenant shall provide a key or other means of access to the new locks or security devices to the landlord and to any other tenant, other than the~~

1 ~~perpetrator, that is a party to the lease.~~

2 ~~(d) Right of landlord. If the locks or other security~~
3 ~~devices are changed or rekeyed under subsection (c), the~~
4 ~~landlord may thereafter change or rekey them, at the landlord's~~
5 ~~expense, to ensure compatibility with the landlord's master key~~
6 ~~or other means of access or otherwise accommodate the landlord's~~
7 ~~reasonable commercial needs.~~

8 ~~(e) Prohibition. If a perpetrator is a party to the lease,~~
9 ~~the locks or other security devices may not be changed or~~
10 ~~rekeyed under subsection (b) or (c) unless there is a court~~
11 ~~order expressly requiring the perpetrator to vacate the dwelling~~
12 ~~unit or a court order expressly prohibiting the perpetrator from~~
13 ~~having any contact with the tenant or an immediate family member~~
14 ~~and a copy of the order has been provided to the landlord.~~

15 ~~(f) Limitation. A perpetrator is not entitled to damages or~~
16 ~~other relief against a landlord or a tenant who complies in good~~
17 ~~faith with this section.~~

18 SECTION 506-C. (RESERVED).

<--

19 Section 507-C. Effect of court order to vacate.

20 (a) Landlord and tenant.--Upon issuance of a court order,

<--

21 OTHER THAN AN EX PARTE ORDER, requiring a perpetrator to vacate
22 a dwelling unit, the landlord and a tenant do not have a duty
23 to:

24 (1) allow the perpetrator access to the unit unless
25 accompanied by a law enforcement officer; or

26 (2) provide the perpetrator with a key or other access
27 to the dwelling unit.

28 (b) Lease interest of perpetrator.--If the perpetrator who
29 is the subject of the court order described in subsection (a) is
30 a party to the lease, the perpetrator's interest under the lease

1 shall terminate and the landlord and any other tenants remaining
2 in the dwelling unit shall be entitled to actual damages from
3 the perpetrator as a result of the termination. ~~The~~ IF THE LEASE <--
4 IS TERMINATED AS TO THE PERPETRATOR, THE termination of the
5 perpetrator's interest in the lease shall not affect the rights
6 and obligations under the lease of any other tenants remaining
7 in the dwelling unit. NOTWITHSTANDING THE FOREGOING, THE <--
8 LANDLORD MAY REQUIRE THE REMAINING TENANTS TO PROVIDE EVIDENCE
9 REASONABLY SATISFACTORY TO THE LANDLORD THAT THE REMAINING
10 TENANTS WILL HAVE THE FINANCIAL CAPABILITY TO CONTINUE TO MEET
11 THEIR OBLIGATIONS UNDER THE LEASE. THE PROVISIONS OF THIS
12 SUBSECTION SHALL NOT BE CONSTRUED TO PROHIBIT THE LANDLORD AND
13 THE REMAINING TENANTS FROM ENTERING INTO A NEW LEASE UPON
14 MUTUALLY SATISFACTORY TERMS.

15 (c) Duty of landlord.--Upon termination of a perpetrator's
16 interest under a lease under subsection (b), the landlord shall
17 return to the perpetrator, if the perpetrator was the only
18 REMAINING tenant under the lease, a security deposit and <--
19 unearned rent, to which the perpetrator is entitled following
20 the termination. The landlord's obligation to return a security
21 deposit to a perpetrator under this subsection is subject to the
22 landlord's claim for RENT AND damages against the perpetrator as <--
23 a result of the termination or for any other claim the landlord
24 may have with respect to the security deposit under other
25 provisions of the lease.

26 Section 508-C. Limitation on landlord's conduct.

27 (a) Prohibitions.--Except as provided in subsection (c), a
28 landlord may not increase or threaten to increase the rent,
29 security deposit or fees payable under a lease, decrease or
30 threaten to decrease services required under the lease or this

1 article, terminate or threaten to terminate a lease, refuse to
2 renew a lease, serve or threaten to serve a notice to terminate
3 a periodic tenancy, bring or threaten to bring an action for
4 possession, refuse to let a dwelling unit or impose different
5 rules or selectively enforce the landlord's rules:

6 (1) primarily because the tenant OR PROPOSED TENANT or <--
7 an immediate family member OF THE TENANT OR PROPOSED TENANT <--
8 is or has been the victim of domestic violence, sexual <--
9 assault or stalking A VICTIM; <--

10 (2) because of a violation of the terms of the lease or
11 the provisions of this article by the tenant resulting from
12 the incident of domestic violence, sexual assault or stalking
13 against the tenant or an immediate family member; or

14 (3) because of criminal activity relating to domestic
15 violence, sexual assault or stalking against the tenant or an
16 immediate family member or a police or emergency response to
17 a good faith complaint of activities relating to domestic
18 violence, sexual assault or stalking against the tenant or an
19 immediate family member.

20 (b) Right of landlord. A landlord may terminate a lease if <--
21 the landlord provided a tenant with a written notice signed by
22 the landlord regarding a perpetrator's behavior relating to
23 domestic violence, sexual assault or stalking against the tenant
24 or an immediate family member, and subsequently:

25 (1) the tenant invites the perpetrator onto the premises
26 or, without the landlord's consent, allows the perpetrator to
27 occupy the dwelling unit; and

28 (2) the perpetrator damages the premises, harms another
29 individual on the premises or otherwise disturbs the use and
30 enjoyment of the premises by another tenant of the dwelling

~~unit or of another dwelling unit in the premises.~~

~~(e) (B) Willful violation.--If a landlord willfully violates~~ <--
~~this section:~~

~~(1) the tenant may:~~

~~(i) terminate the lease;~~

~~(ii) defend an action for possession on the ground
that the landlord willfully violated this section; or~~

~~(iii) obtain appropriate injunctive relief; and~~

~~(2) the court shall award the tenant an amount equal to
three months' rent or triple actual damages, whichever is
greater.~~

~~(d) Definition. As used in this section, the term "tenant"~~ <--
~~shall include an individual seeking to enter into a lease with a
landlord.~~

~~Section 509 C. Termination of perpetrator's interest under
lease without court order.~~

~~(a) General rule. If a tenant is the perpetrator of an act
of domestic violence, sexual assault or stalking against any
occupant of the premises, the landlord may terminate the
perpetrator's interest under a lease by giving the perpetrator a
written notice signed by the landlord that:~~

~~(1) states the landlord's intent to terminate the
perpetrator's interest in the lease immediately or on a later
date specified in the notice; and~~

~~(2) specifies the act of domestic violence motivating
the landlord to terminate the perpetrator's interest under
the lease.~~

~~(b) Rights of other tenants. The termination of a
perpetrator's interest under a lease shall not terminate the
interest of any other tenant under the lease and shall not alter~~

1 ~~the obligations of any other tenant under the lease. Any other~~
2 ~~tenant under the lease may recover actual damages from the~~
3 ~~perpetrator resulting from the termination of the perpetrator's~~
4 ~~interest under the lease.~~

5 ~~(c) Return of security deposit and unearned rent. The~~
6 ~~landlord is not required to return to the perpetrator or to any~~
7 ~~remaining tenant any security deposit or unearned rent until the~~
8 ~~lease terminates with respect to all tenants.~~

9 ~~(d) Burden of proof. In any action between the landlord and~~
10 ~~a perpetrator involving the right of the landlord to terminate~~
11 ~~the perpetrator's interest in a lease under this section, the~~
12 ~~burden is upon the landlord to prove by a preponderance of the~~
13 ~~evidence that the perpetrator committed an act of domestic~~
14 ~~violence, sexual assault or stalking.~~

15 ~~(C) CONSTRUCTION.--NOTHING IN THIS SECTION SHALL BE~~ <--
16 ~~CONSTRUED TO LIMIT THE LANDLORD'S RIGHT TO TERMINATE THE LEASE~~
17 ~~OF THE TENANT FOR THE CONDUCT OF THE TENANT UNRELATED TO THE~~
18 ~~TENANT BEING A VICTIM.~~

19 Section 2. The addition of Article V-C of the act shall
20 apply to leases entered into or extended on or after the
21 effective date of this section.

22 Section 3. This act shall take effect ~~as follows:~~ <--

23 ~~(1) The following provisions shall take effect in 60-~~
24 ~~days:~~

25 ~~(i) The addition of Article V-C of the act.~~

26 ~~(ii) Section 2 of this act.~~

27 ~~(2) The remainder of this act shall take effect~~
28 ~~immediately. IN 60 DAYS.~~ <--