

# SENATE AMENDMENT NO. \_\_\_\_\_

Offered by \_\_\_\_\_ Of \_\_\_\_\_

Amend SCS/Senate Bill No. 60, Page 3, Section 441.920, Line 59,

2 by inserting after all of said line the following:

3 "455.250. For the purposes of sections 455.250 to 455.260,  
 4 the following terms shall mean:

5 (1) "Family or household members", spouses, domestic  
 6 partners, former spouses, former domestic partners, persons who  
 7 have a child in common regardless of whether they have been  
 8 married or have lived together at any time, adult persons related  
 9 by blood or marriage, adult persons who are presently residing  
 10 together or who have resided together in the past, persons  
 11 sixteen years of age or older who are presently residing together  
 12 or who have resided together in the past and who have or have had  
 13 a dating relationship, persons sixteen years of age or older with  
 14 whom a person sixteen years of age or older has or has had a  
 15 dating relationship, and persons who have a biological or legal  
 16 parent-child relationship, including stepparents and stepchildren  
 17 and grandparents and grandchildren;

18 (2) "Landlord", the same as in section 441.005;

19 (3) "Lease", the same as in section 441.005;

20 (4) "Premises", all types of real property under the terms  
 21 of a lease used or intended for use primarily as a dwelling,  
 22 including a house, apartment, condominium, manufactured home, and  
 23 mobile home;

24 (5) "Qualified third party", any of the following

1 individuals acting in his or her official capacity:

2 (a) A law enforcement officer;

3 (b) An appropriate medical provider, as defined in section  
4 595.220;

5 (c) A court employee; and

6 (d) An employee of a rape crisis center, as defined in  
7 section 455.003;

8 (6) "Rent", a stated payment for the temporary possession  
9 or use of real property made at fixed intervals by a tenant to a  
10 landlord;

11 (7) "Tenant", the same as in section 441.005;

12 (8) "Tenant screening service", a service that uses a  
13 consumer report or other information about a prospective tenant  
14 to assist in making a decision as to whether to make or accept an  
15 offer for a lease of the premises to or from a prospective  
16 tenant.

17 455.255. 1. If a tenant or household member notifies the  
18 landlord, in writing, of his or her intent to terminate the lease  
19 and leave the premises because the tenant, his or her dependent,  
20 or another household member is the victim of domestic violence,  
21 sexual assault, harassment, or stalking, then he or she shall  
22 include one of the following:

23 (1) A copy of a valid order of protection issued for the  
24 tenant, dependent, or household member; or

25 (2) A written record of a report signed by a qualified  
26 third party that the tenant, dependent, or household member was  
27 the victim of domestic violence, sexual assault, harassment or  
28 stalking. The report shall consist of the following:

29 (a) That the tenant, dependent, or household member

1 notified the qualified third party that he or she was a victim of  
2 an act or acts that constitute domestic violence, sexual assault,  
3 harassment, or stalking;

4 (b) The time and date the act or acts occurred;

5 (c) The location where the act or acts occurred;

6 (d) A brief description of the act or acts of domestic  
7 violence, sexual assault, harassment, or stalking; and

8 (e) The name of the alleged perpetrator of the act or acts  
9 of domestic violence, sexual assault, harassment, or stalking, if  
10 known.

11 2. When a copy of a valid order of protection or a written  
12 record of a report signed by a qualified third party is given to  
13 the landlord within ninety days of the reported act, event, or  
14 circumstance that gave rise to the protective order or report,  
15 along with a written notice to terminate the lease and leave the  
16 premises under subsection 1 of this section, the tenant may  
17 terminate the lease agreement and give back possession of the  
18 premises without further obligation under the lease agreement.  
19 The tenant shall vacate the dwelling and avoid liability for  
20 future rent and shall not incur early termination penalties or  
21 fees. Upon vacating the premises, the tenant shall deliver the  
22 key and all copies of the key to the landlord by personal  
23 delivery or delivery through a third party.

24  
25 3. A tenant who terminates a lease under this section shall  
26 remain liable for the rent for the month in which he or she  
27 terminated the lease agreement and shall be discharged from the  
28 payment of rent for any period following the last day of the  
29 month of the quitting date. Notwithstanding lease provisions

1 that allow for forfeiture of a deposit for early termination, a  
2 tenant who terminates the lease under this section shall be  
3 entitled to the return of the full deposit, subject to the  
4 provisions of section 535.300. If the landlord retains any of  
5 the deposit, the tenant shall receive a full and specific  
6 statement of the basis for retaining any of the deposit together  
7 with any refund due in accordance with the provisions of section  
8 535.300.

9 4. Other tenants who are parties to the lease agreement,  
10 except dependents or household members who are the victims of  
11 sexual assault, stalking, harassment, or domestic violence, shall  
12 not be released from their obligations under the lease agreement  
13 or other obligations under chapter 441.

14 5. The tenant may request the landlord to terminate the  
15 lease agreement with the alleged perpetrator of the act or acts,  
16 if the tenant and the alleged perpetrator live together, when a  
17 copy of a valid order of protection or a written record of a  
18 report signed by a qualified third party is given to the landlord  
19 within ninety days of the reported act, event, or circumstance  
20 that gave rise to the protective order or report. The landlord  
21 shall evict the alleged perpetrator if a lease agreement exists  
22 between him or her and the landlord. If there is no lease  
23 agreement between the alleged perpetrator and the landlord, then  
24 the landlord shall remove and bar and ban him or her from the  
25 premises owned by the landlord.

26 6. A landlord shall not terminate a lease agreement or fail  
27 to renew a lease agreement based upon an act or acts against a  
28 tenant, dependent, or a household member that constitute domestic  
29 violence, sexual assault, harassment, or stalking, if the tenant,

1 dependent, or household member provides the landlord with a copy  
2 of a valid order of protection or a written record of a report  
3 signed by a qualified third party, issued or written ninety days  
4 of the reported act, event, or circumstance that gave rise to the  
5 protective order or report. A landlord may terminate or decline  
6 to renew a lease agreement if the tenant or household member  
7 allows the alleged perpetrator inside the premises following  
8 receipt of the protection order or report.

9 7. Nothing in this section shall preclude eviction for  
10 nonpayment of rent or other unlawful acts.

11 455.260. 1. A tenant screening service shall not disclose  
12 the status of a tenant, prospective tenant, dependent, or  
13 household member as a victim of domestic violence, sexual  
14 assault, harassment, or stalking, or disclose that a tenant,  
15 prospective tenant, dependent, or household member, has  
16 previously terminated a lease agreement under section 455.255.

17 2. A landlord shall not terminate a lease, fail to renew a  
18 lease, or refuse to enter into a lease agreement based on:

19 (a) The status of a tenant, prospective tenant, dependent,  
20 or household member as a victim of domestic violence, sexual  
21 assault, harassment, or stalking; or

22 (b) Previously terminating a lease agreement under section  
23 455.255.

24 3. A landlord who terminates a lease, fails to renew a  
25 lease, or refuses to enter into a lease agreement in violation of  
26 subsection 2 of this section may be liable to the tenant,  
27 prospective tenant, dependent, or household member in a civil  
28 action for damages sustained. The prevailing party may also  
29 recover court costs and reasonable attorneys' fees.

1           4. The provisions of this section shall not prohibit any  
2 adverse housing decisions based upon other lawful factors within  
3 the landlord's knowledge or prohibit voluntary disclosure by a  
4 tenant or prospective tenant of any victim circumstances.

5           5. A tenant's remedies under this section do not preempt  
6 any other legal remedy available to the tenant.

7           6 . The provision of a written record of a report, under  
8 subsection 1 of section 455.255, does not waive the confidential  
9 or privileged nature of the communication between a qualified  
10 third party and the victim of domestic violence, sexual assault,  
11 harassment, or stalking.

12           7. No record or evidence obtained from disclosure under  
13 this section and section 455.255 shall be used in any  
14 proceedings, including civil, administrative, or criminal,  
15 against the victim, unless his or her written waiver is  
16 obtained."; and

17           Further amend the title and enacting clause accordingly.