

I MINA' TRENTAI DOS NA LIHESLATURAN GUÅHAN
2014 (SECOND) Regular Session

Bill No. 380-32 (COR)

Introduced by:

V. Anthony Ada



AN ACT TO ADD NEW §§ 51112 & 51113 TO CHAPTER 51 OF
18GCA RELATIVE TO THE LANDLORD-TENANT
RELATIONSHIP AND PROTECTIONS FOR VICTIMS OF
DOMESTIC VIOLENCE, INTER ALIA.

2014 JUL 10 AM 11:30


1 BE IT ENACTED BY THE PEOPLE OF GUAM:
2

3 **Section 1.** A new Section 51112 is added to Chapter 51 of 18 GCA to read as
4 follows:
5

6 **§51112. Victim protection — Limitation on landlord's rental decisions.**

7 (1) A landlord may not terminate a tenancy, fail to renew a tenancy, or refuse to
8 enter into a rental agreement based on the tenant's or applicant's or a household
9 member's status as a victim of domestic violence, sexual assault, or stalking, or
10 based on the tenant or applicant having terminated a rental agreement under
11 §51113 of this Chapter.
12

13 (2) A landlord who refuses to enter into a rental agreement in violation of this
14 section may be liable to the tenant or applicant in a civil action for damages

1 sustained by the tenant or applicant. The prevailing party may also recover court
2 costs and reasonable attorneys' fees.

3

4 (3) It is a defense to an unlawful detainer action under Chapter 21 of 21GCA that
5 the action to remove the tenant and recover possession of the premises is in
6 violation of subsection (1) of this section.

7

8 (4) This section does not prohibit adverse housing decisions based upon other
9 lawful factors within the landlord's knowledge.

10 **Section 2.** A new Section 51113 is added to Chapter 51 of 18 GCA to read as
11 follows:

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13 **§51113. Victim protection — Notice to landlord — Termination of rental**
14 **agreement — Procedures.**

15 (1)(a) If a tenant notifies the landlord in writing that he or she or a household
16 member was a victim of an act that constitutes a crime of domestic violence,
17 sexual assault, unlawful harassment, or stalking, and either (a)(i) or (ii) of this
18 subsection applies, then subsection (2) of this section applies:

19

20 (i) The tenant or the household member has a valid order for protection or

21

1 (ii) The tenant or the household member has reported the domestic violence,
2 sexual assault, unlawful harassment, or stalking to a qualified third party
3 acting in his or her official capacity and the qualified third party has
4 provided the tenant or the household member a written record of the report
5 signed by the qualified third party.

6
7 (b) When a copy of a valid order for protection or a written record of a report
8 signed by a qualified third party, as required under (a) of this subsection, is made
9 available to the landlord, the tenant may terminate the rental agreement and quit
10 the premises without further obligation under the rental agreement or under the
11 Chapter. However, the request to terminate the rental agreement must occur within
12 ninety days of the reported act, event, or circumstance that gave rise to the
13 protective order or report to a qualified third party. A record of the report to a
14 qualified third party that is provided to the tenant or household member shall
15 consist of a document signed and dated by the qualified third party stating: (i) That
16 the tenant or the household member notified him or her that he or she was a victim
17 of an act or acts that constitute a crime of domestic violence, sexual assault,
18 harassment, or stalking; (ii) the time and date the act or acts occurred; (iii) the
19 location where the act or acts occurred; (iv) a brief description of the act or acts of
20 domestic violence, sexual assault, harassment, or stalking; and (v) that the tenant
21 or household member informed him or her of the name of the alleged perpetrator
22 of the act or acts. The record of the report provided to the tenant or household
23 member shall not include the name of the alleged perpetrator of the act or acts of
24 domestic violence, sexual assault, harassment, or stalking. The qualified third
25 party shall keep a copy of the record of the report and shall note on the retained

1 copy the name of the alleged perpetrator of the act or acts of domestic violence,
2 sexual assault, harassment, or stalking. The record of the report to a qualified third
3 party may be accomplished by completion of a form provided by the qualified
4 third party, in substantially the following form:

5

[Name of organization, agency, clinic, professional service provider]

- I and/or my (household member) am/is a victim of
- . . . domestic violence as defined by 9GCA Chapter 30.
 - . . . criminal sexual conduct as defined by 9GCA Chapter 25.
 - . . . stalking as defined by 9GCA Chapter 19.
 - . . . unlawful harassment as defined by 9GCA Chapter 61.

Briefly describe the incident of domestic violence, criminal sexual conduct, unlawful harassment, or stalking.

.....

The incident(s) that I rely on in support of this declaration occurred on the following date(s) and time(s) and at the following location(s):

The incident(s) that I rely on in support of this declaration were committed by the following person(s):

.....

I state under penalty of perjury under the laws of Guam that the foregoing is true and correct. Dated at (Village) . ., Guam, this . . . day of . . ., 20.

..

.....

Signature of
Tenant or

Household

Member

I verify that I have provided to the person whose signature appears above the statutes cited in this Chapter and that the individual was a victim of an act that constitutes a crime of domestic violence, criminal sexual conduct, unlawful harassment, or stalking, and that the individual informed me of the name of the alleged perpetrator of the act.

Dated this . . . day of, 20. . .

.....

Signature of
authorized
officer/employee
of (Organization,
agency, clinic,
professional
service provider)

1
2 (2) A tenant who terminates a rental agreement under this section is discharged
3 from the payment of rent for any period following the last day of the month of the
4 quitting date. The tenant shall remain liable for the rent for the month in which he
5 or she terminated the rental agreement unless the termination is in accordance with
6 this Chapter. Notwithstanding lease provisions that allow for forfeiture of a
7 deposit for early termination, a tenant who terminates under this section is entitled
8 to the return of the full deposit, subject to Chapter and other Rights and Remedies
9 available in Public Law. Other tenants who are parties to the rental agreement,
10 except household members who are the victims of criminal sexual conduct,
11 stalking, unlawful harassment, or domestic violence, are not released from their
12 obligations under the rental agreement or other obligations under this chapter.

1 (3)(a) Notwithstanding any other provision under this section, if a tenant or a
2 household member is a victim of criminal sexual conduct, stalking, or unlawful
3 harassment by a landlord, the tenant may terminate the rental agreement and quit
4 the premises without further obligation under the rental agreement or under this
5 chapter prior to making a copy of a valid order for protection or a written record of
6 a report signed by a qualified third party available to the landlord, provided that:

7 (i) The tenant must deliver a copy of a valid order for protection or
8 written record of a report signed by a qualified third party to the landlord by
9 mail, fax, or personal delivery by a third party within seven days of quitting
10 the tenant's dwelling unit; and

11 (ii) A written record of a report signed by the qualified third party
12 must be substantially in the form specified under subsection (1)(b) of this
13 section. The record of the report provided to the landlord must not include
14 the name of the alleged perpetrator of the act. On written request by the
15 landlord, the qualified third party shall, within seven days, provide the name
16 of the alleged perpetrator of the act to the landlord only if the alleged
17 perpetrator was a person meeting the definition of the term "landlord" under
18 Chapter.

19 (b) A tenant who terminates his or her rental agreement under this
20 subsection is discharged from the payment of rent for any period following the
21 latter of: (i) The date the tenant vacates the unit; or (ii) the date the record of the
22 report of the qualified third party and the written notice that the tenant has vacated
23 are delivered to the landlord by mail, fax, or personal delivery by a third party. The
24 tenant is entitled to a pro rata refund of any prepaid rent and must receive a full

1 and specific statement of the basis for retaining any of the deposit together with
2 any refund due in accordance with this Chapter.

3 (4) If a tenant or a household member is a victim of criminal sexual conduct,
4 stalking, or unlawful harassment by a landlord, the tenant may change or add locks
5 to the tenant's dwelling unit at the tenant's expense. If a tenant exercises his or her
6 rights to change or add locks, the following rules apply:

7 (a) Within seven days of changing or adding locks, the tenant must deliver
8 to the landlord by mail, fax, or personal delivery by a third party: (i) Written notice
9 that the tenant has changed or added locks; and (ii) a copy of a valid order for
10 protection or a written record of a report signed by a qualified third party. A
11 written record of a report signed by a qualified third party must be substantially in
12 the form specified under subsection (1)(b) of this section. The record of the report
13 provided to the landlord must not include the name of the alleged perpetrator of
14 the act. On written request by the landlord, the qualified third party shall, within
15 seven days, provide the name of the alleged perpetrator to the landlord only if the
16 alleged perpetrator was a person meeting the definition of the term "landlord"
17 under this Chapter.

18 (b) After the tenant provides notice to the landlord that the tenant has
19 changed or added locks, the tenant's rental agreement shall terminate on the
20 ninetieth (19th) day after providing such notice, unless:

21 (i) Within sixty (60) days of providing notice that the tenant
22 has changed or added locks, the tenant notifies the landlord in writing that
23 the tenant does not wish to terminate his or her rental agreement. If the
24 perpetrator has been identified by the qualified third party and is no longer

1 an employee or agent of the landlord or owner and does not reside at the
2 property, the tenant shall provide the owner or owner's designated agent
3 with a copy of the key to the new locks at the same time as providing notice
4 that the tenant does not wish to terminate his or her rental agreement. A
5 tenant who has a valid protection, or other protective order against the
6 owner of the premises or against an employee or agent of the landlord or
7 owner is not required to provide a key to the new locks until the protective
8 order expires or the tenant vacates; or

9 (ii) The tenant exercises his or her rights to terminate the rental
10 agreement under subsection (3) of this section within sixty days of
11 providing notice that the tenant has changed or added locks.

12 (c) After a landlord receives notice that a tenant has changed or added locks
13 to his or her dwelling unit under (a) of this subsection, the landlord may not enter
14 the tenant's dwelling unit except as follows:

15 (i) In the case of an emergency, the landlord may enter the unit if
16 accompanied by a law enforcement or fire official acting in his or her official
17 capacity. If the landlord reasonably concludes that the circumstances require
18 immediate entry into the unit, the landlord may, after notifying emergency
19 services, use such force as necessary to enter the unit if the tenant is not present; or

20 (ii) The landlord complies with the requirements of this Chapter and clearly
21 specifies in writing the time and date that the landlord intends to enter the unit and
22 the purpose for entering the unit. The tenant must make arrangements to permit
23 access by the landlord.

1 (d) The exercise of rights to change or add locks under this subsection does
2 not discharge the tenant from the payment of rent until the rental agreement is
3 terminated and the tenant vacates the unit.

4 (e) The tenant may not change any locks to common areas and must make
5 keys for new locks available to other household members.

6 (f) Upon vacating the dwelling unit, the tenant must deliver the key and all
7 copies of the key to the landlord by mail or personal delivery by a third party.

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

10 (6) The provision of verification of a report under subsection (1)(b) of this
11 section does not waive the confidential or privileged nature of the communication
12 between a victim of domestic violence, criminal sexual conduct, or stalking with a
13 qualified third party. No record or evidence obtained from such disclosure may be
14 used in any civil, administrative, or criminal proceeding against the victim unless a
15 written waiver of applicable evidentiary privilege is obtained, except that the
16 verification itself, and no other privileged information, under subsection (1)(b) of
17 this section may be used in civil proceedings brought under this section.

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