

I Mina'trentai Singko Na Liheslaturan Guåhan
BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES	NOTES
214-35 (LS) As substituted and amended on the Floor	Mary Camacho Torres Telena Cruz Nelson Tina Rose Muña Barnes Régine Biscoe Lee	AN ACT TO ADD A NEW ARTICLE 5 TO CHAPTER 48, TITLE 21 OF THE GUAM CODE ANNOTATED, RELATIVE TO PROVIDING LEASE PROTECTIONS FOR TENANTS WHO ARE VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT, OR STALKING; AND TO FURTHER CITING THIS ACT AS THE "GUAM SAFE HOUSING ACT OF 2019."	10/2/19 2:20 p.m.	10/21/19	Committee on General Government Operations, Appropriations, and Housing	1/21/20 9:00 a.m.	2/28/20 4:51 p.m.	Waiver: 10/25/19	
	SESSION DATE	TITLE	DATE PASSED	TRANSMITTED	DUE DATE	PUBLIC LAW NO.	DATE SIGNED	NOTES	
	6/1/20	AN ACT TO ADD A NEW ARTICLE 5 TO CHAPTER 48 OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO PROVIDING LEASE PROTECTIONS FOR TENANTS WHO ARE VICTIMS OF FAMILY VIOLENCE, CRIMINAL SEXUAL CONDUCT, OR STALKING; AND TO CITE THIS ACT AS THE "GUAM SAFE HOUSING ACT OF 2020."	6/15/20	6/15/20	6/26/20	35-93	6/26/20	Received: 6/26/20 Mess and Comm. Doc. No. 35GL-20-1929.	

LOURDES A. LEON GUERRERO
MAGA'HAGA • GOVERNOR



JOSHUA F. TENORIO
SIGUNDO MAGA'LÄHI • LIEUTENANT GOVERNOR

HAND-DELIVERED

June 26, 2020

HONORABLE TINA ROSE MUÑA BARNES

Speaker

I Mina'trentai Singko Na Liheslaturan Guåhan

35th Guam Legislature

Guam Congress Building

163 Chalan Santo Papa

Hagåtña, Guam 96910

256L-20-1929
Speaker Tina Rose Muña Barnes

JUN 26 2020

Time 6:34 (AM) (PM)

Received By: M. F.

Re: Substitute Bill No. 214-35 (LS) – An Act to Add a New Article 5 to Chapter 48 of Title 21, Guam Code Annotated, Relative to Providing Lease Protections for Tenants Who Are Victims of Family Violence, Criminal Sexual Conduct, or Stalking; And to Cite This Act as the 'Guam Safe Housing Act of 2020'

Dear Madame Speaker:

I can only imagine how entrapping it must feel to be stuck in a home with someone who mistreats you on a regular basis. Substitute Bill No. 214-35(LS), which is now known as **Public Law No. 35-93**, seeks to remove any added pressure of being locked into a lease agreement with a person's abuser. I understand that the certainty of terms in lease agreements provides landlords with financial and operational stability and that, when exercised, the provisions of this law will remove some of that certainty. However, I think, as a community, we can all agree that if we have an opportunity to prevent further emotional or physical abuses in a home, we should take it.

Senseremente,

LOURDES A. LEON GUERRERO

Maga'hagan Guåhan

Governor of Guam

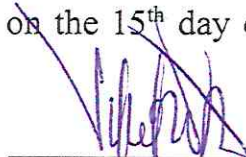
Enclosure(s): Substitute Bill No. 214-35 (LS) *nka Public Law 35-93*

cc via email: *Sigundo Maga'låhen Guåhan*
Compiler of Laws

I MINA'TRENTAI SINGKO NA LIHESLATURAN GUÅHAN
2020 (SECOND) Regular Session


CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'HÅGAN GUÅHAN*

This is to certify that Substitute Bill No. 214-35 (LS), "AN ACT TO ADD A NEW ARTICLE 5 TO CHAPTER 48 OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO PROVIDING LEASE PROTECTIONS FOR TENANTS WHO ARE VICTIMS OF FAMILY VIOLENCE, CRIMINAL SEXUAL CONDUCT, OR STALKING; AND TO CITE THIS ACT AS THE 'GUAM SAFE HOUSING ACT OF 2020'," was on the 15th day of June 2020, duly and regularly passed.



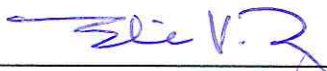
Tina Rose Muña Barnes
Speaker

Attested:



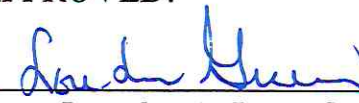
Amanda L. Shelton
Legislative Secretary

This Act was received by *I Maga'hågan Guåhan* this 15th day of June,
2020, at 5 o'clock P.M.



Assistant Staff Officer
Maga'håga's Office

APPROVED:



Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 6/26/2020

Public Law No. 35-93

2020-11020
ROOM 801 CENTRAL FILES
JUN 15 2020 4:51:00

Elaine Tajalle

I MINA'TRENTAI SINGKO NA LIHESLATURAN GUÅHAN
2019 (FIRST) Regular Session

Bill No. 214-35 (LS)

As substituted and amended on the Floor.

Introduced by:

Mary Camacho Torres
Telena Cruz Nelson
Tina Rose Muña Barnes
Régine Biscoe Lee
William M. Castro
Kelly Marsh (Taitano), PhD
James C. Moylan
Louise B. Muña
Sabina Flores Perez
Clynton E. Ridgell
Joe S. San Agustin
Amanda L. Shelton
Telo T. Taitague
Jose "Pedo" Terlaje
Therese M. Terlaje

AN ACT TO *ADD* A NEW ARTICLE 5 TO CHAPTER 48 OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO PROVIDING LEASE PROTECTIONS FOR TENANTS WHO ARE VICTIMS OF FAMILY VIOLENCE, CRIMINAL SEXUAL CONDUCT, OR STALKING; AND TO CITE THIS ACT AS THE "*GUAM SAFE HOUSING ACT OF 2020.*"

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds
3 that acts of family violence, sexual assault, and stalking remain significant problems

1 on Guam – with a devastating impact to individual victims, their families, and the
2 entire island community.

3 *I Liheslaturan Guåhan* finds that family violence was the second highest
4 offense charged overall in the Superior Court of Guam in 2018, and that three
5 hundred seventy-seven (377) cases of family violence were filed by the Prosecution
6 Division of the Office of the Attorney General in Fiscal Year 2018 alone. *I*
7 *Liheslaturan Guåhan* further finds that Guam has the second highest number of
8 sexual assaults per capita in the nation with sixty-four (64) reported rapes per one
9 hundred thousand (100,000) people (National Organization of Asians and Pacific
10 Islanders Ending Sexual Violence, 2017). Additionally, *I Liheslaturan Guåhan* finds
11 that sixty-one percent (61%) of female victims and forty-four percent (44%) of male
12 victims are stalked by someone who has been an intimate partner in their lives
13 (National Center for Victims of Crime, 2016).

14 *I Liheslaturan Guåhan* finds that it is a legitimate government interest to
15 address obstacles that victims of violence may face in accessing and maintaining
16 safe housing. *I Liheslaturan Guåhan* recognizes that victims may be trapped in an
17 abusive relationship or forced to stay in an unsafe living environment due to the
18 terms of their residential lease agreement. Without access to safe housing, these
19 victims are more likely to remain in or return to abusive or dangerous situations.
20 Moreover, *I Liheslaturan Guåhan* recognizes that these individuals risk being
21 revictimized if other landlords refuse to enter into a lease agreement with them
22 because of their history as a victim. While *I Liheslaturan Guåhan* acknowledges that
23 most landlords would do what they can for victims of family violence, *I Liheslaturan*
24 *Guåhan* finds that many states are, nonetheless, in the process of adopting or
25 amending clear legal protections for victims of these crimes.

26 *I Liheslaturan Guåhan* finds that since 2010, there has been a major increase
27 in state and local jurisdictions enacting and implementing a variety of housing

1 protections for victims of violence (National Housing Law Project). Currently,
2 twenty-seven (27) states have early lease termination laws for survivors while
3 twenty-four (24) states and localities have eviction defense laws for survivors.
4 Moreover, forty-four (44) states and localities have laws pertaining to confidentiality
5 of housing records and documentation of victims.

6 By this Act, *I Liheslaturan Guåhan* therefore intends to increase safe housing
7 for victims of family violence, sexual assault, and stalking by providing early
8 termination of a residential lease agreement, as well as protection against
9 discrimination, retaliation, eviction, and disclosure.

10 **Section 2.** A new Article 5 is hereby *added* to Chapter 48 of Title 21, Guam
11 Code Annotated, to read as follows:

12 **“ARTICLE 5**

13 **GUAM SAFE HOUSING ACT OF 2020**

- 14 § 48501. Early Termination of Rental Agreement.
- 15 § 48502. Protection Against Eviction and Liability.
- 16 § 48503. Lock Changes Where Victim Lives With Perpetrator.
- 17 § 48504. Discrimination and Retaliation Against Tenant Prohibited.
- 18 § 48505. Disclosure Prohibited.
- 19 § 48506. False Notice and Protection of Action Taken in Good Faith.
- 20 **§ 48501. Early Termination of Rental Agreement.**

21 (a) If a tenant to a residential rental agreement or lease agreement notifies
22 the landlord in writing that he or she is the victim of family violence, criminal sexual
23 conduct, or stalking as defined under Guam law, and provides to the landlord
24 evidence as defined in § 48501(b) of this Article, and the tenant seeks to vacate the
25 premises due to fear of imminent danger for self or children because of family
26 violence, criminal sexual conduct, or stalking, then the tenant may terminate the

1 residential rental agreement or lease agreement and vacate the premises without
2 further obligation, except as otherwise provided in § 48501(c) of this Article.

3 (b) For the purposes of this Article, evidence that a tenant is a victim of
4 family violence, criminal sexual conduct, or stalking may be provided to his or her
5 landlord in the form of:

6 (1) a police report written within the prior thirty (30) days;

7 (2) a valid restraining or protective order; or

8 (3) a statement written within the prior thirty (30) days from a
9 licensed medical or mental health professional who has examined or consulted
10 with the victim, which written statement confirms such fact.

11 (c) If a tenant to a residential rental agreement or lease agreement
12 terminates the residential rental agreement or lease agreement and vacates the
13 premises pursuant to § 48501(a) of this Article, then the tenant shall be responsible
14 for one (1) month's rent following vacation of the premises, which shall be due and
15 payable to the landlord within ninety (90) days after the tenant vacates the premises.
16 Following such payment, the tenant shall be released from any rent payment
17 obligation under the residential rental or lease agreement without penalty. This
18 provision shall not affect a tenant's liability for delinquent, unpaid rent, or other
19 amounts owed to the landlord prior to the tenant's notification that he or she is a
20 victim of family violence, criminal sexual conduct, or stalking.

21 (d) Nothing in this Section relieves a tenant, other than the tenant who is a
22 victim of family violence, criminal sexual conduct, or stalking from his or her
23 obligations under the residential rental agreement or lease agreement.

24 **§ 48502. Protection Against Eviction and Liability.**

25 (a) A victim under this Article shall not be evicted based on an incident or
26 incidents of actual or threatened family violence, criminal sexual conduct, or
27 stalking.

1 (b) A victim under this Article shall not be held liable for damage to the
2 property related to an incident or incidents of actual or threatened family violence,
3 criminal sexual conduct, or stalking beyond the value of the victim's security
4 deposit, when the alleged perpetrator is a tenant and the victim provides written
5 notice of the damage, and documentation required pursuant to § 48501(b) of this
6 Article, within thirty (30) days of the occurrence of the damage.

7 (c) Nothing in this Article prohibits a landlord from evicting a tenant for
8 reasons unrelated to family violence, criminal sexual conduct, or stalking.

9 (d) Nothing in this Article prohibits a landlord from instituting a forcible
10 entry and detainer action against the tenant of the premises who perpetuated the
11 family violence, criminal sexual conduct, or stalking, or from obtaining a criminal
12 no trespass order against a non-tenant who perpetuates such violence or abuse at the
13 premises.

14 (e) Nothing in this Article limits the rights of a landlord to hold a
15 perpetrator of the family violence, criminal sexual conduct, or stalking liable for
16 damage to the premises or landlord's property.

17 **§ 48503. Lock Changes Where Victim Lives With Perpetrator.**

18 (a) If a person who is restrained from contact with a protected tenant under
19 a court order is also a tenant of the same dwelling unit as the protected tenant, the
20 landlord shall change the locks of the protected tenant's dwelling unit no later than
21 twenty-four (24) hours after the protected tenant gives the landlord a copy of the
22 court order. The landlord shall pay for the cost of changing the locks and give the
23 protected tenant a key to the new locks.

24 (b) The landlord shall not be liable to the restrained person for any civil
25 damages as a result of actions the landlord takes to comply with this Section.

26 (c) This Section shall not be construed to relieve the restrained person of
27 any obligation under a lease agreement or any other liability to the landlord.

1 **§ 48504. Discrimination and Retaliation Against Tenant Prohibited.**

2 (a) A landlord shall not terminate a lease, refuse to renew a lease, refuse to
3 enter into a lease, or retaliate against a tenant solely because a tenant, an applicant,
4 or an individual who is a member of the tenant's or applicant's household is the
5 victim of family violence, criminal sexual conduct, or stalking.

6 (b) A landlord shall not refuse to enter into a lease with an applicant or
7 retaliate against a tenant solely because the tenant, the applicant, or an individual
8 who is a member of the tenant's or applicant's household has terminated a residential
9 rental or lease agreement under § 48501 of this Article.

10 **§ 48505. Disclosure Prohibited.**

11 (a) A landlord shall not disclose any information provided by a tenant
12 under this Article to a third party unless the disclosure satisfies any one (1) of the
13 following:

14 (1) the tenant consents in writing to the disclosure; or

15 (2) the disclosure is required by law or order of the court.

16 (b) A landlord's communication to a third party which provides evidence
17 under § 48501(b) of this Article to verify the contents of such documentation is not
18 disclosure for the purposes of this Section.

19 **§ 48506. False Notice and Protection of Action Taken in Good Faith.**

20 (a) If a tenant knowingly submits a false notice or accompanying
21 documentation to a landlord as evidence to terminate a residential rental or lease
22 agreement under this Article, the landlord may recover an amount equal to three (3)
23 months periodic rent or threefold actual damages, whichever is greater, plus costs
24 and reasonable attorney's fees.

25 (b) The person who committed family violence, criminal sexual conduct,
26 or stalking against the tenant shall not be entitled to any damages or other relief

1 against the landlord or tenant who complies with the provisions of this Article in
2 good faith.”

3 **Section 3. Application.** This Act shall apply to all residential real estate
4 rental or lease agreements on Guam, and to any renewals, modifications, or
5 extensions of such agreements upon enactment. The provisions of this Act shall not
6 be waived or modified by the agreement of the parties under any circumstances.

7 **Section 4. Severability.** If any provision of this Act or its application to any
8 person or circumstance is found to be invalid or contrary to law, such invalidity shall
9 not affect other provisions or applications of this Act that can be given effect without
10 the invalid provision or application, and to this end the provisions of this Act are
11 severable.