

## HOUSE BILL NO. HB0256

Wyoming Safe Homes Act-2.

Sponsored by: Representative(s) Craft, Barbuto, Connolly  
and Pedersen and Senator(s) Cooper and  
Hastert

## A BILL

for

1 AN ACT relating to domestic and sexual violence; creating a  
2 Wyoming Safe Homes Act as specified; authorizing a victim  
3 of domestic or sexual violence to terminate a lease as  
4 specified; providing an affirmative defense as specified;  
5 requiring a landlord and authorizing a tenant to change  
6 door locks if specified conditions are met; prohibiting  
7 eviction of victims of domestic or sexual violence as  
8 specified; amending existing provisions as specified;  
9 providing penalties; providing definitions; prohibiting  
10 waiver of provisions of act by separate agreement; and  
11 providing for an effective date.

12

13 *Be It Enacted by the Legislature of the State of Wyoming:*

14

15 **Section 1.** W.S. 1-21-1301 through 1-21-1306 are  
16 created to read:

1

2

## ARTICLE 13

3

## WYOMING SAFE HOMES ACT

4

5

**1-21-1301. Short title.**

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This act shall be known and may be cited as the "Wyoming  
Safe Homes Act."

9

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**1-21-1302. Definitions.**

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12

(a) As used in this act:

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(i) "Domestic abuse" means as defined in W.S.

15

35-21-102(a)(iii);

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(ii) "Landlord" means the owner of a building or

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the owner's agent with regard to matters concerning the  
landlord's renting or leasing of a dwelling;

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21

(iii) "Lock" means any fastening device operated

22

by a key or combination of keys or keystrokes that allows

23

access through an existing entryway, door or window into a

24

dwelling, but does not include locks to secure common

1 entryways used by tenants of a building containing multiple  
2 dwelling units;

3

4 (iv) "Sexual violence" means any act of sexual  
5 assault, sexual abuse or stalking of an adult or minor,  
6 including any nonconsensual sexual contact or intrusion as  
7 those terms are defined in the Wyoming Criminal Code;

8

9 (v) "Tenant" means a person who has entered into  
10 an oral or written lease with a landlord whereby the person  
11 is the lessee under the lease;

12

13 (vi) "This act" means W.S. 1-21-1301 through  
14 1-21-1306.

15

16 **1-21-1303. Breach of lease; recovery of rent;**  
17 **affirmative defense.**

18

19 (a) In any action brought by a landlord against a  
20 tenant to recover rent for breach of lease, the tenant  
21 shall have an affirmative defense and not be liable for  
22 rent for the period after which a tenant vacates the  
23 premises owned by the landlord and covered by the lease, if  
24 by a preponderance of the evidence, the court finds that:

1

2 (i) At the time the tenant vacated the premises,  
3 the tenant or a member of the tenant's household was under  
4 a credible imminent threat of domestic abuse or sexual  
5 violence at the premises; and

6

7 (ii) The tenant gave written notice to the  
8 landlord prior to or within three (3) days of vacating the  
9 premises stating that the reason for vacating the premises  
10 was because of a credible imminent threat of domestic abuse  
11 or sexual violence against the tenant or a member of the  
12 tenant's household.

13

14 (b) In any action brought by a landlord against a  
15 tenant to recover rent for breach of lease, the tenant  
16 shall have an affirmative defense and not be liable for  
17 rent for the period after which a tenant vacates the  
18 premises owned by the landlord and covered by the lease, if  
19 by a preponderance of the evidence, the court finds that:

20

21 (i) The tenant or a member of the tenant's  
22 household was a victim of sexual violence on the premises  
23 that are owned or controlled by the landlord and the tenant

1 has vacated the premises as a result of the sexual  
2 violence;

3

4 (ii) The tenant gave written notice to the  
5 landlord prior to or within three (3) days of vacating the  
6 premises stating that the reason for vacating the premises  
7 was because of the sexual violence against the tenant or a  
8 member of the tenant's household, the date of the sexual  
9 violence, and that the tenant provided at least one (1)  
10 form of the following types of evidence to the landlord  
11 supporting the claim of sexual violence:

12

13 (A) Medical, court or police evidence of  
14 sexual violence; or

15

16 (B) A statement from an employee of a  
17 victim services or rape crisis organization from which the  
18 tenant or a member of the tenant's household sought  
19 services; and

20

21 (iii) The sexual violence occurred not more than  
22 sixty (60) days prior to the date of giving the written  
23 notice to the landlord, or if circumstances are such that  
24 the tenant could not reasonably give notice within that

1 time period because of reasons related to the sexual  
2 violence, including, but not limited to, hospitalization or  
3 seeking assistance for shelter or counseling, then as soon  
4 thereafter as practicable.

5

6 (c) A landlord may not terminate a tenancy, fail to  
7 renew a tenancy or refuse to enter into a rental agreement  
8 based on the tenant's or applicant's or a household  
9 member's status as a victim of domestic abuse or sexual  
10 violence, or based on the tenant or applicant having  
11 terminated a rental agreement pursuant to this act. This  
12 subsection does not prohibit adverse housing decisions  
13 based upon other lawful factors within the landlord's  
14 knowledge.

15

16 (d) Nothing in this act shall be construed to be a  
17 defense against:

18

19 (i) An action for recovery of rent for the  
20 period of time before the tenant vacated the landlord's  
21 premises and gave notice to the landlord as required in  
22 this section; or

23

1           (ii) Forcible entry and detainer for failure to  
2 pay rent before the tenant gave notice to the landlord as  
3 required in this section and vacated the premises.

4

5           **1-21-1304. Change of locks; procedures; immunity.**

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7           (a) A tenant who has signed as a lessee under a  
8 written lease may request that a landlord change the locks  
9 of the dwelling unit in which he lives if he believes that  
10 he, any other tenant or any member of his or another  
11 tenant's household is under a credible imminent threat of  
12 domestic abuse or sexual violence at the premises. If the  
13 threat of violence is from a person who is not a lessee  
14 under the written lease, notice to the landlord requesting  
15 a change of locks shall be accompanied by at least one (1)  
16 copy of the following types of evidence to support a claim  
17 of domestic abuse or sexual violence:

18

19           (i) Medical, court or police evidence of  
20 domestic abuse or sexual violence; or

21

22           (ii) A statement from an employee of a victim  
23 services, domestic violence or rape crisis organization

1 from which the tenant or a member of the tenant's household  
2 sought services.

3

4 (b) If the threat of domestic abuse or sexual  
5 violence is from a person who is a lessee under a written  
6 lease, notice to the landlord requesting a change of locks  
7 shall be accompanied by an order of protection issued by a  
8 court, granting the tenant who is requesting a change of  
9 locks the exclusive possession of the premises.

10

11 (c) The tenant who is a lessee under an oral lease  
12 may request that a landlord change the locks of the  
13 dwelling unit in which he lives if he or another tenant  
14 believes that one (1) of the tenants or a member of the  
15 tenant's household is under a credible imminent threat of  
16 domestic abuse or sexual violence at the premises. If the  
17 threat of domestic abuse or sexual violence is from a  
18 person who is a lessee under the lease, the tenant  
19 requesting the change of locks shall not be required to  
20 obtain concurrence for the request from the person posing a  
21 threat who is a lessee under the oral lease, provided the  
22 notice to the landlord requesting the change of locks is  
23 accompanied by an order of protection issued by a court,

1 granting the tenant who is requesting a change of locks the  
2 exclusive possession of the premises.

3

4 (d) Once a landlord has received a request for a  
5 change of locks that complies with the requirements of  
6 subsection (a), (b) or (c) of this section, the landlord  
7 shall, within forty-eight (48) hours, change the locks or  
8 give the tenant the permission to change the locks. If the  
9 landlord changes the locks, the landlord shall make a good  
10 faith effort to give to the tenant as soon as possible, but  
11 not more than twelve (12) hours after the locks have been  
12 changed, a key for each of the new locks necessary for the  
13 tenant to access his dwelling.

14

15 (e) The landlord may charge a fee for the expense of  
16 changing the locks. The fee shall not exceed the  
17 reasonable price customarily charged for changing a lock.

18

19 (f) If a landlord fails to change the locks within  
20 forty-eight (48) hours after being provided with the notice  
21 in compliance with subsection (a), (b) or (c) of this  
22 section, the tenant may change the locks without the  
23 landlord's permission. If the tenant changes the locks,  
24 the tenant shall make a good faith effort to give a key for

1 each of the new locks to the landlord within forty-eight  
2 (48) hours after the locks have been changed. In the case  
3 where a tenant changes the locks without the landlord's  
4 permission, the tenant shall do so in a workmanlike manner  
5 with locks of similar or better quality than the lock which  
6 was replaced. Nothing in this section authorizes a tenant  
7 to change a lock to a common entryway used by other tenants  
8 of a building that contains multiple dwelling units.

9  
10 (g) Nothing in this section shall be deemed to imply  
11 any liability on the part of the landlord for failure to  
12 change locks within forty-eight (48) hours except as  
13 specifically provided in this act.

14  
15 (h) A landlord who changes locks or allows the change  
16 of locks under this section shall not be liable to any  
17 third party for damages resulting from a person being  
18 unable to access the dwelling.

19  
20 **1-21-1305. Penalty for violation; costs.**

21  
22 (a) If a landlord takes action to prevent the tenant  
23 who has complied with W.S. 1-21-1304 from changing his  
24 locks, the tenant may seek a temporary restraining order,

1 preliminary injunction or permanent injunction ordering the  
2 landlord to refrain from preventing the tenant from  
3 changing the locks. A tenant who successfully brings an  
4 action pursuant to this section may be awarded reasonable  
5 attorney's fees and costs.

6  
7 (b) A tenant who changes locks and does not make a  
8 good faith effort to provide a key for each of the new  
9 locks to the landlord within forty-eight (48) hours after  
10 the tenant changed the locks, shall be liable for any  
11 damages to the dwelling or the building in which the  
12 dwelling is located that could have been prevented had the  
13 landlord been able to access the dwelling unit in the event  
14 of an emergency.

15  
16 (c) A landlord who changes the locks and does not  
17 make a good faith effort to provide a copy of a key to the  
18 tenant within twelve (12) hours after the landlord changed  
19 the locks shall be liable for any damages the tenant  
20 incurred as a result of not having access to his dwelling.

21  
22 (d) The remedies under this section shall be the sole  
23 and exclusive remedies available to the landlord and tenant  
24 under W.S. 1-21-1304.

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2       **1-21-1306. Prohibition of waiver or modification.**

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4   The provisions of this act shall not be waived or modified  
5   in any lease or separate agreement between a landlord and  
6   tenant.

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8       **Section 2.**   W.S. 1-21-1203(c) and (d) is amended to  
9   read:

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11       **1-21-1203. Owner's duties; notice by renter of**  
12   **noncompliance; duty to correct; exceptions; termination of**  
13   **rental agreement; liability limited.**

14

15       (c)   Except as provided in article 13 of this chapter,  
16   the owner shall not be required to correct or remedy any  
17   condition caused by the renter, the renter's family or the  
18   renter's guests or invitees by inappropriate use or misuse  
19   of the property during the rental term or any extension of  
20   it.

21

22       (d)   Except as provided in article 13 of this chapter,  
23   the owner may refuse to correct the condition of the  
24   residential rental unit and terminate the rental agreement

1 if the costs of repairs exceeds an amount which would be  
2 reasonable in light of the rent charged, the nature of the  
3 rental property or rental agreement. If the owner refuses  
4 to correct the condition and intends to terminate the  
5 rental agreement, he shall notify the renter in writing  
6 within a reasonable time after receipt of the notice of  
7 noncompliance and shall provide the renter with sufficient  
8 time to find substitute housing, which shall be no less  
9 than ten (10) days nor more than twenty (20) days from the  
10 date of the notice. If the rental agreement is terminated,  
11 the rent paid shall be prorated to the date the renter  
12 vacates the unit and any balance shall be refunded to the  
13 renter along with any deposit due in accordance with W.S.  
14 1-21-1208.

15

16 **Section 3.** This act is effective July 1, 2011.

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18 (END)