

ENROLLED ACT NO. 97, HOUSE OF REPRESENTATIVES

SIXTY-FIRST LEGISLATURE OF THE STATE OF WYOMING  
2011 GENERAL SESSION

AN ACT relating to domestic and sexual violence; creating a Wyoming Safe Homes Act as specified; authorizing a victim of domestic or sexual violence to terminate a lease as specified; providing an affirmative defense as specified; prohibiting eviction of victims of domestic or sexual violence as specified; providing definitions; prohibiting waiver of provisions of act by separate agreement; and providing for an effective date.

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

**Section 1.** W.S. 1-21-1301 through 1-21-1304 are created to read:

ARTICLE 13  
WYOMING SAFE HOMES ACT

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

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

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

(a) As used in this act:

(i) "Domestic abuse" means as defined in W.S. 35-21-102(a)(iii);

(ii) "Landlord" means the owner of a building or the owner's agent with regard to matters concerning the landlord's renting or leasing of a dwelling;

(iii) "Sexual violence" means any act of sexual assault, sexual abuse or stalking of an adult or minor,

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including any nonconsensual sexual contact or intrusion as those terms are defined in the Wyoming Criminal Code;

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

(v) "This act" means W.S. 1-21-1301 through 1-21-1304.

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

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

(i) At the time the tenant vacated the premises, the tenant or a member of the tenant's household was under a credible imminent threat of domestic abuse or sexual violence at the premises, as demonstrated by medical, court or police evidence of domestic abuse or sexual violence; and

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

(b) In any action brought by a landlord against a tenant to recover rent for breach of lease, the tenant

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shall have an affirmative defense and not be liable for rent for the period after which a tenant vacates the premises owned by the landlord and covered by the lease, if by a preponderance of the evidence, the court finds that:

(i) The tenant or a member of the tenant's household was a victim of domestic abuse or sexual violence on the premises that are owned or controlled by the landlord and the tenant has vacated the premises as a result of the sexual violence;

(ii) The tenant gave seven (7) days written notice to the landlord prior to vacating the premises stating that the reason for vacating the premises was because of the domestic abuse or sexual violence against the tenant or a member of the tenant's household, the date of the sexual violence, and that the tenant provided medical, court or police evidence of domestic abuse or sexual violence to the landlord supporting the claim of domestic abuse or sexual violence; and

(iii) The domestic abuse or sexual violence occurred not more than sixty (60) days prior to the date of giving the written notice to the landlord, or if circumstances are such that the tenant could not reasonably give notice within that time period because of reasons related to the domestic abuse or sexual violence, including, but not limited to, hospitalization or seeking assistance for shelter or counseling, then as soon thereafter as practicable.

(c) A landlord may not terminate a tenancy based solely on the tenant's or applicant's or a household member's status as a victim of domestic abuse or sexual violence. This subsection does not prohibit adverse

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housing decisions based upon other lawful factors within the landlord's knowledge.

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

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

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

**1-21-1304. Prohibition of waiver or modification.**

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

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**Section 2.** This act is effective July 1, 2011.

(END)

\_\_\_\_\_  
Speaker of the House

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Governor

TIME APPROVED: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

I hereby certify that this act originated in the House.

\_\_\_\_\_  
Chief Clerk