

Ariana Costa

From: bounce@bounce.votervoice.net on behalf of Christopher Smith <user@votervoice.net>
Sent: Tuesday, May 19, 2026 6:25 AM
To: House Judiciary Committee
Subject: OPPOSE H7199 in current form

Follow Up Flag: Follow up
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Dear Committee Clerk DiMezza,

I want to begin by recognizing and appreciating the intent behind H7199. Supporting survivors of domestic violence is an issue I care deeply about, and I strongly support efforts aimed at providing safety, stability, and meaningful resources to those in need. However, I must respectfully oppose the bill in its current form.

As a housing provider, I am concerned about several unintended consequences this legislation could create. The bill appears to allow lease agreements to be invalidated based on unverified claims, without requiring objective evidence, judicial review, or sufficient procedural safeguards, while simultaneously shifting responsibility — and potential liability — onto property owners. This raises significant concerns. Contracts are a foundational component of the landlord-tenant relationship, and weakening their enforceability without clear due process standards sets a troubling precedent.

I am also concerned about practical scenarios the bill does not adequately address. For example, the requirement that a landlord change the locks to a unit at the request of a tenant, without a court order, police report, or judicial oversight, could expose a property owner to liability for carrying out what may later be determined to constitute an unlawful eviction, particularly in situations where the alleged offender is also a lawful occupant of the property. Such provisions would be more workable in circumstances where the requesting party is the sole leaseholder or where all leaseholders are in agreement.

Additional concerns arise regarding the unilateral termination of a lease by one party, coupled with the expectation that prepaid rent and security deposits be refunded even when other occupants remain in possession of the unit. Most residential leases are structured as joint and several agreements, meaning the lease obligations, rental payments, and security deposits are collectively shared among all tenants. The bill does not appear to fully account for the legal and operational complexities this creates.

I urge the committee to consider amendments that incorporate clear evidentiary standards, judicial oversight, and procedural safeguards. We can and should protect survivors of domestic violence, but those protections must be implemented in a manner that also preserves due process, legal clarity, and fairness for all parties involved. It may be more effective to refocus the bill toward providing courts with discretion to grant appropriate relief based on the specific circumstances of each case, while also ensuring survivors are connected with the appropriate support services and resources.

Thank you for your time and consideration.

Sincerely,

Christopher Smith
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