

Hall of the House of Representatives
92nd General Assembly - Regular Session, 2019
Amendment Form

Subtitle of House Bill No. 1410

TO CLARIFY THE OBLIGATIONS OF RESIDENTIAL LANDLORDS AND RESIDENTIAL TENANTS; AND
TO REQUIRE MINIMUM HABITABILITY STANDARDS FOR TENANTS OF RESIDENTIAL REAL
PROPERTY.

Amendment No. 1 to House Bill 1410

Amend House Bill No. 1410 as originally introduced:

Page 1, delete line 28, and substitute the following:

"(1) Create any duties in tort or causes of action in tort in addition to the causes of action under § 18-16-110; or"

AND

Page 1, delete line 36, and substitute the following:

"control, including without limitation acts of God and force majeure, the landlord shall:"

AND

Page 2, delete lines 8 and 9, and substitute the following:

"roof and exterior walls, including without limitation windows and doors;"

AND

Page 2, delete line 12, and substitute the following:

"(C) Working locks or security devices on all exterior doors and on"

AND

Page 2, delete lines 14 and 15, and substitute the following:

"(D) A water supply approved under applicable law that is capable of providing hot and cold running water and that provides safe drinking water;"

AND



Page 2, delete lines 29 and 30, and substitute the following:

"(J) A working carbon monoxide detector, with working batteries if solely battery-operated, provided when the tenant first takes possession of the premises, if the dwelling unit contains a carbon monoxide source."

AND

Page 3, delete lines 3 through 6, and substitute the following:

"(1) The repair agreement is:

(A) In a writing, including electronic communication via email or text message, other than the rental agreement; and

(B) Supported by adequate consideration; and"

AND

Page 3, delete line 8, and substitute the following:

"repair agreement does not excuse the landlord's obligations under the rental"

AND

Page 3, delete line 12, and substitute the following:

"omission by the tenant or by a person other than the landlord or person acting on behalf of the landlord."

AND

Page 3, line 15, delete "each" and substitute "the"

AND

Page 3, delete lines 22 through 28, and substitute the following:

"(b) Failure to comply with subsection (a) of this section renders the manager and the landlord's agent subject to the following:

(1) Service of process and receiving and receipting for notices and demands; and

(2) Performing the operations of the landlord under the rental agreement and spending and making available for the purpose of performing the landlord's obligations all rent collected from the premises."

AND

Page 3, delete lines 33 through 35, and substitute the following:

"(e) A landlord is not liable for a repair to the premises if the defect was caused by a willful or negligent act or omission by the tenant or a person other than the landlord or person acting on behalf of the landlord."

AND

Page 4, line 3, delete "§§ 18-17-502" and substitute "§§ 18-17-502,"

AND

Page 4, delete lines 4 and 5, and substitute the following:
"tenant's health and safety are materially affected or the use of the premises is materially affected, the tenant has the remedies"

AND

Page 4, delete line 13, and substitute the following:
"the noncompliance under subdivision (a)(2) of this section may be extended due to circumstances outside the landlord's control"

AND

Page 4, delete line 24, and substitute the following:
"with the use of the premises, and the noncompliance is not"

AND

Page 4, delete lines 28 through 36, and substitute the following:
"(2) Continue the rental agreement and obtain injunctive or other equitable relief provided that the tenant pays rent due into the registry of the court or into an escrow account while litigation is pending."

AND

Page 5, delete lines 1 through 4

AND

Page 5, delete line 10, and substitute the following:
"18-17-504.

(c)(1) A tenant is not entitled to injunctive relief under this section if the landlord's noncompliance was caused by circumstances outside the landlord's control and repair would cause the landlord undue financial hardship.

(2) In such a case, the tenant is entitled to the remedies of termination of the rental agreement and restitution, and the landlord may not relet the premises until the landlord can prove by a preponderance of the evidence that the dwelling unit complies with § 18-17-502(a).

(d) A landlord who relets the noncompliant premises without complying with a court order and who is subsequently a defendant under this section may not use the defense again and will be liable for costs and attorney's fees."

AND

Page 5, delete lines 13 and 14, and substitute the following:

"(a) If a landlord's noncompliance with a rental agreement of § 18-17-502 materially interferes with the tenant's health and safety or use"

AND

Page 5, delete lines 22 and 23, and substitute the following:

"landlord shall return to the tenant the amount of the security deposit and any unearned rent to which the tenant is entitled under § 18-16-301 et seq."

AND

Page 5, delete lines 32 through 36

AND

Page 6, delete lines 1 through 36

AND

Page 7, delete lines 1 through 26, and substitute the following:

"18-17-507. Prohibited conduct.

(a) Except as provided in this section, a landlord may not retaliate against a tenant by discriminatorily increasing rent or fees."

AND

Page 8, delete line 9, and substitute the following:

"bring an action in unlawful detainer or eviction if:"

AND

Page 8, delete lines 20 and 21, and substitute the following:

"(E) The landlord is seeking a judgment in unlawful detainer or eviction based on a notice to terminate the rental"

AND

Page 8, delete lines 27 through 29, and substitute the following:

"(c)(1) A rental agreement shall not require a tenant to waive or"

AND

Page 8, delete line 32, and substitute the following:

"(2) A provision in a rental agreement that violates subdivision (c)(1)"

AND

Page 8, delete lines 35 and 36, and substitute the following:

"18-17-508. Remedies.

(a) If a tenant engages in conduct described in § 18-17-507(a) with no"

AND

Page 9, delete line 5, and substitute the following:

"tenant is for conduct described in § 18-17-507(a), the tenant "

AND

Page 9, delete lines 11 and 12, and substitute the following:

"this section, the landlord shall return to the tenant the amount of the security deposit and any unearned rent to which the tenant is entitled under § 18-17-301 et seq."

AND

Page 10, delete line 10, and substitute the following:

"the a prevailing landlord may recover actual damages and reasonable attorney's fees."

AND

Page 10, delete line 17, and substitute the following:

"(2) In either case under subdivision (b)(1) of this section, a prevailing"

AND

Page 10, line 23, delete "(a)"

AND

Page 10, delete lines 25 through 27

The Amendment was read _____

By: Representative Gazaway
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Chief Clerk