

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. 2 to House Bill 1410

Amend House Bill No. 1410 as engrossed, H2/28/19 (version: 02/28/2019 10:40:31 AM)

Page 1, delete lines 27 through 31, and substitute the following:
"relationship only and does not create any duties or causes of action in tort
or limit the applicability of § 18-16-110."

AND

Page 2, delete lines 4 through 6, and substitute the following:
"housing, fire, and health codes;
(2) Ensure that the premises are safe and"

AND

Page 2, delete line 11, and substitute the following:
"(B) A reasonably sound structure, including without"

AND

Page 2, delete line 13, and substitute the following:
"(C) Locks on all exterior"

AND

Page 2, delete line 28, and substitute the following:
"(I) A smoke"

AND

Page 2, delete line 31, and substitute the following:
"(J) A carbon monoxide detector, with working"



AND

Page 3, delete lines 7 through 10, and substitute the following:

"(1) The repair agreement is in a writing, including electronic communication via email or text message, other than the rental agreement; and"

AND

Page 3, delete lines 27 through 33, and substitute the following:

"(b) Failure to comply with subsection (a) of this section renders any person who collects rent on a regular basis the agent of the landlord for the purposes of receiving and receipting notices and demands."

AND

Page 4, delete line 8, and substitute the following:

"to comply with the rental agreement, § 18-17-502, or § 18-17-503 so that the"

AND

Page 4, delete lines 12 through 14, and substitute the following:

"(1) Notice in writing, including by electronic communication via email or text message, or by any method provided for in the rental agreement, of an act or omission constituting the noncompliance of the landlord; and"

AND

Page 5, delete lines 12 through 14, and substitute the following:

"termination of the rental agreement, the return of any amount of security deposit and prepaid rent to which the tenant is entitled, reimbursement for any repairs made or mitigation by the tenant to remedy effects of noncompliance by the landlord, equitable relief, and costs and attorney's fees."

AND

Page 5, delete lines 15 through 17, and substitute the following:

"(d) A landlord who relets noncompliant premises as defined by § 18-17-502(a) and who subsequently becomes a defendant under this section may not use the defense of undue hardship, and if the landlord is found to not be in compliance, the new tenant is entitled to remedies, including equitable relief and damages, as well as costs and attorney's fees."

AND

Page 5, delete lines 31 through 36

AND

Page 6, delete line 1

AND

Page 7, delete line 4, and substitute the following:

"code or other law requires repair, alteration, remodeling, or demolition"

AND

Page 8, delete lines 13 and 14, and substitute the following:

"(e) A tenant shall not may change locks on the dwelling unit without the permission of the landlord if the lock is changed in a professional manner and a new key is given to the landlord and to any other tenant who is a party to the lease."

AND

Page 8, delete lines 35 and 36

AND

Page 9, delete lines 1 through 3

The Amendment was read _____

By: Representative Gazaway
DTP/DTP - 03-06-2019 08:09:32
DTP165

Chief Clerk