

State of Arkansas  
85th General Assembly  
Regular Session, 2005

# A Bill

HOUSE BILL 1766

By: Representative Thompson

## For An Act To Be Entitled

AN ACT TO AMEND ARKANSAS CODE TITLE 18,  
CHAPTER 16, SUBCHAPTER 1, TO CLARIFY THE  
RESPONSIBILITIES OF LANDLORDS; AND FOR OTHER  
PURPOSES.

## Subtitle

AN ACT TO CLARIFY THE RESPONSIBILITIES  
OF LANDLORDS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

### SECTION 1. Statement of legislative purpose and intent.

(a) The General Assembly finds that the Arkansas Supreme Court has requested its guidance regarding the law pertaining to a landlord's liability to tenants and tenants' licensees and invitees for death, injuries, or property damage suffered on the leased premises that are proximately caused by defects or disrepair on the premises.

(b) As the Supreme Court recognized in Thomas v. Stewart, 347 Ark. 33, 60 S.W.3d 415 (2001) and Probst v. McNeill, 326 Ark. 623, 932 S.W.2d 766 (1996), for more than a century, Arkansas law has adhered to the common law principle under which a landlord has no liability to a tenant or tenant's guests absent the landlord's:

(1) Agreement supported by consideration or assumption by conduct of a duty to undertake repair and maintenance; and

(2) Failure to perform the agreement or assumed duty in a reasonable manner.

(c)(1) The General Assembly further finds that the Supreme Court has



1 properly and correctly interpreted and applied the law and that existing law  
2 should not be altered or extended.

3 (2) The purpose and intent of Section 2 of this act is to codify  
4 this rule of law as it exists under Arkansas common law.

5  
6 SECTION 2. Arkansas Code Title 18, Chapter 16, Subchapter 1 is amended  
7 to add an additional section to read as follows:

8 18-16-110. Landlord's liability arising from alleged defects or  
9 disrepair of premises.

10 No landlord or agent or employee of a landlord shall be liable to a  
11 tenant or a tenant's licensees or invitees for death, personal injury, or  
12 property damage proximately caused by any defect or disrepair on the premises  
13 absent the landlord's:

14 (1) Agreement supported by consideration or assumption by  
15 conduct of a duty to undertake an obligation to maintain or repair leased  
16 premises; and

17 (2) Failure to perform the agreement or assumed duty in a  
18 reasonable manner.