

1 State of Arkansas
2 91st General Assembly
3 Regular Session, 2017
4

A Bill

HOUSE BILL 1166

5 By: Representatives Rushing, Henderson, Lemons, Eaves, Jett, Beck, Bentley, Bragg, Branscum, Collins,
6 Davis, Dotson, D. Douglas, Drown, Fielding, Gates, Holcomb, Ladyman, Lowery, Nicks, Petty, Rye,
7 Sorvillo, Speaks, Sturch, Tosh, Warren
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For An Act To Be Entitled

10 AN ACT TO CLARIFY THE OBLIGATIONS OF RESIDENTIAL
11 LANDLORDS AND RESIDENTIAL TENANTS; TO REQUIRE IMPLIED
12 QUALITY STANDARDS FOR TENANTS OF RESIDENTIAL REAL
13 PROPERTY; AND FOR OTHER PURPOSES.
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Subtitle

16 TO CLARIFY THE OBLIGATIONS OF RESIDENTIAL
17 LANDLORDS AND RESIDENTIAL TENANTS; AND TO
18 REQUIRE IMPLIED QUALITY STANDARDS FOR
19 TENANTS OF RESIDENTIAL REAL PROPERTY.
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23 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
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25 SECTION 1. Arkansas Code Title 18, Chapter 17, Subchapter 5, is
26 amended to add additional sections to read as follows:

27 18-17-502. Implied Quality Standards.

28 (a) Except when prevented by an act of God, the failure of public
29 utility services, or other force majeure events, there shall be implied in
30 all leases and rental agreements for residential purposes a requirement that
31 the dwelling unit or single family residence shall:

32 (1) Have a functioning heating and air conditioning system to
33 the extent the heating and air conditioning system served the premises at the
34 time the landlord and the tenant entered into the lease or rental agreement;

35 (2) Have functioning electricity, potable water, and sanitary
36 sewer systems that conform to applicable building and housing codes in



1 existence at the time of installation; and

2 (3) Have a functioning roof and building envelope.

3 (b)(1) If a dwelling unit or single family residence does not comply
 4 with subsection (a) of this section, the tenant is entitled to deliver notice
 5 of the noncompliance to the landlord by certified mail or any other method
 6 provided by the lease or rental agreement and shall specify the acts and
 7 omissions constituting the noncompliance.

8 (2)(A) If the landlord does not remedy the noncompliance within
 9 fourteen (14) calendar days after receiving the notice required by
 10 subdivision (b)(1) of this section, the tenant's sole remedy shall be to
 11 terminate the lease or rental agreement without penalty and receive a refund
 12 of all security deposits recoverable under § 18-16-301 et seq.

13 (B) However, if the landlord establishes that the implied
 14 quality standards were met as required by subsection (a) of this section, the
 15 landlord may apply the tenant's security deposit to the payment of damage to
 16 the premises caused by the tenant.

17 (3) A tenant shall not offset or withhold rent from the landlord
 18 for any alleged or actual violation of the implied quality standards listed
 19 in subsection (a) of this section.

20 (c) A landlord is presumed to be in compliance with the implied
 21 quality standards listed in subsection (a) of this section if the
 22 noncompliance:

23 (1) Was caused by the deliberate or negligent act or omission
 24 of:

25 (A) The tenant;

26 (B) A member of the tenant's family;

27 (C) Another occupant of or visitor on the premises;

28 (D) Any person other than the landlord or the landlord's
 29 agent on the premises with the consent of the tenant, including without
 30 limitation a person employed directly by the tenant to make repairs to the
 31 premises without the knowledge or consent of the landlord; or

32 (2) Could not be remedied because the tenant unreasonably
 33 refused the landlord entry to the premises for the purpose of correcting the
 34 condition.

35 (d)(1) Nothing in this section, a lease, or a rental agreement shall
 36 prohibit a tenant from making a reasonable installation at his or her expense

1 of a smoke, carbon dioxide, or carbon monoxide detector.

2 (2) If a smoke, carbon dioxide, or carbon monoxide detector is
 3 installed, the tenant shall be responsible for:

4 (A) Maintaining the smoke, carbon dioxide, or carbon
 5 monoxide detector in working order; and

6 (B) Any repairs necessitated by the removal of the smoke,
 7 carbon dioxide, or carbon monoxide detector at the end of the lease or rental
 8 agreement.

9 (e)(1) Before signing a lease or rental agreement, a landlord shall
 10 provide the tenant a reasonable opportunity to:

11 (A) Have the premises inspected under consideration for
 12 occupancy by the tenant or by a professional licensed home inspector; and

13 (B) Review the lease or rental agreement and have an
 14 attorney review the lease or rental agreement at the expense of the tenant.

15 (2) If the tenant is not satisfied with the inspection of the
 16 premises or the review of the lease or rental agreement, the sole remedy of
 17 the tenant shall be to decline to rent and occupy the premises.

18 (f) This section shall not be construed to expand a landlord's tort
 19 liability beyond the limits set by § 18-16-110.

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