

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

As Engrossed: H2/23/17

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

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.

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:

24
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 payment of rent is current and the landlord does
9 not remedy the noncompliance within thirty (30) calendar days after receiving
10 the notice required by subdivision (b)(1) of this section, the tenant's sole
11 remedy shall be to terminate the lease or rental agreement without penalty
12 and receive a refund of all security deposits recoverable under § 18-16-301
13 et seq.

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

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

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

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

26 (A) The tenant;

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

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

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

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

36 (d)(1) Nothing in this section, a lease, or a rental agreement shall

1 prohibit a tenant from making a reasonable installation at his or her expense
2 of a smoke or carbon monoxide detector.

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

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

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

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

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

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

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

19 (3)(A) Any right of a tenant to obtain an inspection of the
20 premises or to have the lease reviewed by an attorney under subdivision
21 (e)(1) of this section shall not create a binding obligation on the part of
22 the tenant or landlord to lease the premises.

23 (B) A binding obligation shall occur only when an
24 agreement to lease or rent the premises between a landlord and tenant has
25 occurred.

26 (f) This section shall not:

27 (1) Be construed to expand a landlord's tort liability beyond
28 the limits set by § 18-16-110; and

29 (2) Limit any rights, responsibilities, or remedies that either
30 party may have under common law.

31 /s/Rushing