**REVISED UNIFORM RESIDENTIAL LANDLORD**

**AND TENANT ACT (2015)**

drafted by the

NATIONAL CONFERENCE OF COMMISSIONERS

ON UNIFORM STATE LAWS

and by it

APPROVED AND RECOMMENDED FOR ENACTMENT

IN ALL THE STATES

at its

ANNUAL CONFERENCE

MEETING IN ITS ONE-HUNDRED-AND-TWENTY-FOURTH YEAR

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*WITHOUT Prefatory Note and Comments*

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By

NATIONAL CONFERENCE OF COMMISSIONERS

ON UNIFORM STATE LAWS

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**REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT (2015)**

# [ARTICLE] 1

# GENERAL PROVISIONS

 SECTION 101. SHORT TITLE. This [act] may be cited as the Revised Uniform Residential Landlord and Tenant Act (2015).

 SECTION 102. DEFINITIONS. In this [act]:

 (1) “Action” means an action for damages, possession, ejectment, quiet title, specific performance, or other judicial proceeding in which rights under a lease or this [act] are determined.

 (2) “Actual damages” means compensation for direct, consequential, or incidental injuries or losses. The term includes:

 (A) amounts payable to a landlord or tenant under the lease for a violation of the lease; and

 (B) diminution in the value of a dwelling unit.

 (3) “Bank” means an organization that engages in the business of banking and is federally insured. The term includes a savings bank, savings and loan association, credit union, and trust company.

 (4) “Building, housing, fire, or health code” includes any law concerning fitness for habitation or the construction, maintenance, operation, occupancy, use, or appearance of the premises.

 (5) “Contact person” means a person designated by a tenant under Section 109(b).

 (6) “Criminal act” or “criminal activity” means:

 (A) the manufacture, sale, distribution, use, or possession of a controlled substance on or in the vicinity of the premises which is criminal under law other than this [act]; or

 (B) activity that is criminal under law other than this [act] and threatens the health or safety of an individual on the premises or the landlord or landlord’s agent on or off the premises.

 (7) “Diminution in the value of a dwelling unit” means a reduction from rent which reflects the extent to which a noncompliant condition of the premises impairs the tenant’s use and enjoyment of the unit, as determined by a court based on evidence that need not include expert testimony.

 (8) “Dwelling unit” means property leased to a tenant for use as a home, residence, or sleeping place by an individual or two or more individuals who maintain a common household, regardless of their relationship to each other. The term includes:

 (A) a single family residence, together with fixtures and appurtenances, the land on which it is located, and any other structure on the land; and

 (B) a structure or part of a structure in which the tenant resides, together with fixtures and appurtenances, and any other area of the land on which the structure is located to which the tenant is given an exclusive right of possession during the term of the lease, including a designated parking space or storage area.

 (9) “Electronic” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capability.

 (10) “Essential service” means heat, hot and cold running water, sewage or septic disposal, and electricity. The term includes gas or air conditioning if required to be supplied to a tenant by the lease or law other than this [act] which, if not supplied to the tenant, would create a serious threat to the health, safety, or property of the tenant or immediate family member.

 (11) “Fees” means amounts payable by a tenant to a landlord which the landlord has no obligation to account for or return to the tenant except as otherwise provided in Section 405(b). The term does not include rent or a security deposit.

 (12) “Funds” means money, checks, bank-account credits, certificates of deposit, or the like.

 (13) “Good faith” means honesty in fact and the observance of reasonable commercial standards of fair dealing.

 (14) “Guest” means an individual, other than the landlord or landlord’s agent, invited on the premises by a tenant or immediate family member.

 (15) “Immediate family member” means any of the following who habitually resides in a dwelling unit with a tenant:

 (A) an individual related to the tenant by blood, adoption, [or] marriage[,] [or] [civil union] [,] [or domestic partnership];

 (B) an individual having an intimate relationship with the tenant; or

 (C) a foster child, stepchild, or [ward] of the tenant or an individual named in subparagraph (A) or (B).

 (16) “Landlord” means:

 (A) the owner of a dwelling unit rented to a tenant;

 (B) a successor in interest to the landlord;

 (C) a sublessor, only if the landlord did not consent to the sublease; and

 (D) a person that manages the unit or enters a lease on behalf of the owner of the unit and fails to comply with Section 108(c) and (d), except with respect to events occurring after:

 (i) the tenant is given notice in a record that complies with Section 108(c) and (d); or

 (ii) the date of termination of the person’s authority to act on behalf of the owner if that authority is terminated.

 (17) “Law” includes federal or state statutes, case law, administrative action, and legislative acts of local governments.

 (18) “Lease” means a contract, oral or in a record, between a landlord and tenant in which the landlord rents a dwelling unit to the tenant for a tenancy for a fixed term or a periodic tenancy. The term includes an amendment to the lease, rules adopted by the landlord which were disclosed to the tenant under Section 108(b)(4), and, subject to Section 304, rules adopted by the landlord after commencement of the term of the lease.

 (19) “Notice in a record” means notice that complies with Section 107(b).

 (20) “Owner” means a person vested with all or part of:

 (A) legal title to the premises; or

 (B) beneficial ownership and a right to present use and enjoyment of the premises.

 (21) “Periodic rent” means the amount payable each month under a tenancy for a fixed term or a periodic tenancy for month to month or payable each week under a periodic tenancy for week to week. If rent is payable annually, periodic rent is the amount of the annual rent divided by 12.

 (22) “Periodic tenancy” means a tenancy created under a lease or arising by operation of law for either month to month or week to week.

 (23) “Person” means an individual, estate, trust, business or nonprofit entity, public corporation, government or governmental subdivision, agency, or instrumentality, or other legal entity.

 (24) “Premises” means a dwelling unit and, to the extent owned by the landlord, any structure of which the unit is a part. The term includes any area and structure owned by the landlord which are associated with the structure in which the dwelling unit is located and held out by the landlord for the use of tenants generally.

 (25) “Prepaid rent” means rent paid to a landlord before the first day of the rental period to which it is to be applied.

 (26) “Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

 (27) “Rent,” used as a noun, means a payment for the right to possession of a dwelling unit. The term does not include a security deposit or fees.

 (28) “Repairs” includes remediations.

 (29) “Security deposit” means funds provided to a landlord to secure payment or performance of a tenant’s obligations under a lease or this [act] and the identifiable proceeds of the funds, however denominated. The term does not include rent or fees.

 (30) “Security interest” means an interest in personal property which secures payment or performance of a tenant’s obligations under a lease or this [act].

 (31) “Sign” means, with present intent to authenticate or adopt a record:

 (A) to execute or adopt a tangible symbol; or

 (B) to attach to or logically associate with the record an electronic symbol, sound, or process. For purposes of this paragraph, “symbol” includes an electronic-mail address or other identifying header.

 (32) “State” means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

 (33) “Tenancy for a fixed term” means a tenancy under a lease for a fixed or computable period, regardless of the length of the period.

 (34) “Tenant” means:

 (A) a person that is a party to a lease of a dwelling unit and is entitled to possession of the unit;

 (B) an assignee or sublessee of a person described in paragraph (A) which has possession of the unit with the landlord’s consent; and

 (C) an individual authorized to occupy the unit by a person described in subparagraph (A) or (B) that is not an individual.

 (35) “Tenant representative” means:

 (A) a personal representative of a deceased tenant’s estate; or

 (B) before the appointment of a personal representative, a contact person, or in the absence of a contact person, a person the landlord reasonably believes to be an heir of the tenant under the applicable intestate succession law.

 (36) “Unearned rent” means rent, including prepaid rent, that a tenant paid to a landlord for the right to possession of the dwelling unit for any period after the date the lease terminates in accordance with its terms or this [act]. The term does not include an amount, including rent, owed to the landlord for a period before or after the date the lease terminates during which the tenant is in physical possession of the premises.

 (37) “Willful” means intentional performance of an act the actor knows to be prohibited by this [act] or a lease, intentional failure to perform an act the actor knows to be required by this [act] or the lease, or deliberate indifference to whether the performance or failure to perform violates this [act] or the lease. “Willfully” has a corresponding meaning.

***Legislative Note:*** *This act uses the term “lease” rather than “rental agreement,” which was used in the 1972 Act, because in many states the lawyers and courts prefer the word lease. However, the mere use of the term “lease” is not meant as a substantive change. If a state prefers “rental agreement,” the term can be substituted in place of the word “lease.”*

##  SECTION 103. SCOPE.

 (a) In this section:

 (1) “Occupancy as a vacation rental” means occupancy that has the following characteristics:

 (A) the tenant rents the dwelling unit for vacation purposes only and has a principal residence other than the unit;

 (B) the unit is furnished with personal property necessary to make the unit ready for immediate occupancy by the tenant; and

 (C) the occupancy does not exceed [30] consecutive days.

 (2) “Transient occupancy” means occupancy in a room or suite of rooms which has the following characteristics:

 (A) the cost of occupancy is charged on a daily basis;

 (B) the operator of the room or suite provides housekeeping and linen service as part of the regularly charged cost of occupancy; and

 (C) the occupancy does not exceed [30] consecutive days.

 (b) Except as otherwise provided in subsection (c), this [act] applies to a lease of a dwelling unit in this state.

 (c) The following arrangements are not governed by this [act]:

 (1) residence at a public or private facility, if incidental to detention or the provision of medical, mental health, geriatric, counseling, educational, religious, disability, personal safety, or similar service;

 (2) occupancy under a contract of sale of, or an option to purchase, a dwelling unit or the building of which it is a part, if the occupant is the purchaser or optionee or an individual who has succeeded to the interest of the purchaser or optionee;

 (3) occupancy by a member of a fraternal or social organization in a part of a structure operated for the benefit of the organization;

 (4) transient occupancy;

 (5) occupancy by an employee of a landlord when the employee’s right to occupancy is conditioned on employment in or about the premises;

 (6) occupancy by a holder of a proprietary lease in a cooperative;

 (7) occupancy under a lease covering premises used by the occupant for agricultural purposes;

 (8) occupancy as a vacation rental; and

 (9) a ground lease of real property which lease does not include a dwelling unit.

## **SECTION 104. ENFORCEMENT; DUTY TO MITIGATE**.

 (a) A right or obligation under this [act] is enforceable by an action unless the provision creating the right or obligation provides otherwise.

 (b) A party seeking relief under this [act] has a duty to mitigate damages.

 SECTION 105. OBLIGATION OF GOOD FAITH. Every lease or duty under this [act] imposes an obligation of good faith in its performance and enforcement.

##  **SECTION 106. UNCONSCIONABILITY**.

 (a) If a court, as a matter of law, finds a lease or any provision of the lease was unconscionable at the time it was made, the court may refuse to enforce the lease, enforce the remainder of the lease without the unconscionable provision, or limit application of the unconscionable provision to avoid an unconscionable result.

 (b) If a court, as a matter of law, finds a settlement agreement in which a party waived or agreed to forego a claim or right under a lease or this [act] was unconscionable at the time it was made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit application of the unconscionable provision to avoid an unconscionable result.

 (c) If a party or the court puts unconscionability in issue under subsection (a) or (b), the court shall allow the parties to present evidence of the setting, purpose, and effect of the lease or settlement agreement to aid the court in making the determination of unconscionability.

## **SECTION 107. KNOWLEDGE AND NOTICE; NOTICE IN A RECORD.**

 (a) In this [act], a person has notice of a fact if the person:

 (1) has actual knowledge of the fact;

 (2) received notice of the fact under subsection (d); or

 (3) has reason to know the fact exists from all facts known to the person at the time in question.

 (b) Except as otherwise provided in Section 1001(c), if this [act] requires notice in a record, the notice must be signed by the person giving it and:

 (1) delivered personally to the recipient;

 (2) deposited in the mail with proper postage and properly addressed if:

 (A) sent to the landlord, to the mailing address specified under Section 108;

 (B) sent to the tenant, to the mailing address specified under Section 109; or

 (C) if sent to a person other than a landlord or tenant, or there is no address specified for the landlord or tenant, to an address reasonable under the circumstances; or

 (3) unless the landlord or tenant notifies the other at any time that notice may be given only by personal delivery or by mail as provided in paragraph (2), delivered by another means of communication with cost of transmission provided for and properly addressed if:

 (A) sent to the landlord, to an address specified under Section 108; and

 (B) sent to the tenant, to an address specified under Section 109; or

 (C) no address is specified, to an address reasonable under the circumstances.

 (c) Except as otherwise provided in subsection (b), a person gives notice of a fact to another person by taking steps reasonably calculated to inform the other person, whether or not the other person learns of the fact.

 (d) In this [act], a person receives notice of a fact when:

 (1) the fact comes to the person’s attention; or

 (2) if notice in a record is required, the notice is:

 (A) personally delivered under subsection (b)(1); or

 (B) sent or delivered under subsection (b)(2) or (3).

## **SECTION 108. REQUIRED DISCLOSURES BY LANDLORD**.

 (a) Before accepting an application fee, the prospective landlord shall disclose to the prospective tenant in a record the criteria the landlord uses to determine the landlord’s willingness to enter into a lease with a tenant.

 (b) Before accepting funds to be applied to a security deposit, prepaid rent, or fees other than an application fee, or before entering into a lease, a prospective landlord shall disclose to the prospective tenant in a record the following:

 (1) any condition of the premises which the landlord knows or on a reasonable inspection of the premises should have known would constitute a noncompliance under Section 302 and would materially interfere with the health or safety of the tenant or immediate family member or would materially interfere with the use and enjoyment of the premises by the tenant or immediate family member;

 (2) whether, to the knowledge of the landlord, a foreclosure action or nonjudicial foreclosure proceeding has been commenced against the premises;

 (3) if rent is prepaid, the month or other period of the lease to which the rent is to be applied; and

 (4) the rules affecting the tenant’s use and enjoyment of the premises, whether adopted by the landlord or another person.

 (c) At or before commencement of the term of a lease, the landlord shall give the tenant notice in a record specifying:

 (1) the name of:

 (A) the landlord;

 (B) any person authorized to manage the premises;

 (C) the owner of the premises;

 (D) any person authorized to act for the owner for service of process; and

(E) any person authorized to receive a notice or demand for the owner;

 (2) the mailing address and any address to be used for the receipt of electronic communications by the landlord or any person designated by the landlord to which a notice or demand must be sent; and

 (3) the address to, or the method by, which the tenant must deliver rent.

 (d) A landlord shall keep current the information required by subsection (c).

 (e) If the premises were in foreclosure before a landlord and tenant entered into a lease and the disclosure required by subsection (b)(2) was not made, the tenant may recover actual damages resulting from the foreclosure.

##  SECTION 109. REQUIRED DISCLOSURES BY TENANT.

 (a) At or before commencement of the term of a lease, the tenant shall give the landlord notice in a record specifying the tenant’s mailing address and any address to be used for the receipt of electronic communications by the tenant.

 (b) At the request of a landlord, the tenant shall designate a contact person to act for the tenant on the tenant’s death, by giving the landlord a record specifying the name and, if known, the mailing address, any address to be used for the receipt of electronic communications, and the telephone number of the contact person. In the absence of a request by the landlord, the tenant may designate a contact person in the same manner.

 (c) A tenant shall keep current the information required by subsections (a) and (b). On termination of the lease, the tenant shall provide the landlord a forwarding address to which the landlord must send the tenant’s security deposit and unearned rent, or other communications.

 SECTION 110. PRINCIPLES OF LAW AND EQUITY. Unless displaced by the particular provisions of this [act], the principles of law and equity supplement this [act].

# [ARTICLE] 2

# GENERAL PROVISIONS APPLICABLE TO LEASE

##  **SECTION 201. TERMS AND CONDITIONS OF LEASE; DELIVERY OF LEASE TO TENANT.**

 (a) A lease may include terms and conditions not prohibited by this [act] or law other than this [act].

 (b) Unless a lease or law other than this [act] otherwise provides:

 (1) the tenant shall pay rent for the dwelling unit for the term of the lease in an amount comparable to the rent paid for other dwelling units of similar size and condition in the same or a comparable location, determined at the commencement of the term;

 (2) rent is:

 (A) payable without demand or notice:

 (i) at the address or place the landlord designates under Section 108(c)(3) or, if no designation is made, at the landlord’s place of business at the time the lease was made; and

 (ii) on the first day of each month or at the beginning of the term if the term is less than one month; and

 (B) uniformly apportioned from day to day; and

 (3) a rental period is on a monthly basis beginning with the first day of the month for a tenancy for a fixed term of more than one month or a periodic tenancy of month to month and, for all other tenancies, the rental period begins on the first day rent is paid.

 (c) Except as otherwise provided in Section 202, unless the lease creates a tenancy for a fixed term, the tenancy is a periodic tenancy for week to week if the tenant pays rent weekly and otherwise is a periodic tenancy for month to month.

 (d) A landlord shall provide the tenant a copy of any lease that is signed by them or, if the lease is enforceable under Section 202, signed by either of them.

 (e) If a landlord willfully fails to comply with subsection (d), the tenant may recover actual damages or [one month’s] periodic rent, whichever is greater.

##  **SECTION 202. EFFECT OF UNSIGNED LEASE; IMPLIED LEASE**.

 (a) Subject to subsection (b):

 (1) if a lease signed by the tenant is delivered to the landlord and the landlord fails to sign the lease and return it to the tenant, acceptance of rent by the landlord without a reservation of rights gives the lease the same effect as if the lease had been signed by the landlord and returned to the tenant; and

 (2) if a lease signed by the landlord is delivered to the tenant and the tenant fails to sign the lease and return it to the landlord, acceptance of possession and payment of rent without a reservation of rights gives the lease the same effect as if the lease had been signed by the tenant and returned to the landlord.

 (b) If a lease given effect under subsection (a) provides for a tenancy for a fixed term longer than one year, the lease is effective for one year.

 (c) Absent a lease signed by the landlord or tenant which is delivered to the other, if the tenant accepts possession and pays rent to the landlord without a reservation of rights and the landlord accepts rent from the tenant without a reservation of rights, the tenancy created is a periodic tenancy for week to week if the tenant pays rent weekly and in all other cases a periodic tenancy for month to month.

##  **SECTION 203. PROHIBITED PROVISIONS IN LEASE**.

 (a) A lease may not require the tenant to:

 (1) unless permitted by this [act], waive or forego a right or remedy under this [act];

 (2) authorize a person to confess judgment on a claim arising out of the lease or this [act];

 (3) perform a duty imposed on the landlord by Section 302;

 (4) agree to pay attorney’s fees and costs of the landlord other than those provided by this [act] or law other than this [act]; or

 (5) agree to exculpate or limit a liability of the landlord arising under this [act] or law other than this [act] or indemnify the landlord for the liability and the costs connected with the liability.

 (b) A provision in a lease prohibited by subsection (a) or law other than this [act] is unenforceable. If the landlord seeks to enforce the provision or accepts the tenant’s voluntary compliance with the provision, the court may award the tenant an amount not to exceed [three times] the periodic rent.

 SECTION 204. SEPARATION OF RENT FROM LANDLORD DUTIES PROHIBITED.A lease, assignment, sublease, conveyance, trust deed, or security instrument may not authorize a person to receive rent without assuming the duties imposed on the landlord by the lease and Section 302.

##  SECTION 205. ATTORNEY’S FEES AND COSTS.

 (a) In this section, “prevailing party” means a party that:

 (1) initiated the enforcement of a right or remedy under a lease or this [act] and substantially prevailed on the right or remedy asserted; or

 (2) substantially prevailed in defending against a right or remedy asserted by the other party.
 (b) In an action to enforce a right or remedy arising under a lease or this [act], the court shall award the prevailing party costs. The court may award the prevailing party reasonable attorney’s fees if the court determines that the other party did not act in good faith, willfully performed an act prohibited by the lease or this [act], or willfully refrained from performing an act required by the lease or this [act].

 [(c) A court may not award a landlord attorney’s fees or costs in an uncontested action to recover possession of a dwelling unit.]

# [ARTICLE] 3

# LANDLORD DUTIES

 SECTION 301. DELIVERY OF POSSESSION OF DWELLING UNIT TO TENANT. A landlord shall deliver physical possession of the dwelling unit to the tenant at the commencement of the term of the lease.

##  SECTION 302. LANDLORD DUTY TO MAINTAIN PREMISES IN HABITABLE CONDITION.

 (a) A landlord has a nonwaivable duty to maintain the premises in a habitable condition, including making necessary repairs. The duty requires the landlord to ensure that the premises:

 (1) comply with all obligations imposed on the landlord by any applicable building, housing, fire, or health code or law other than this [act];

 (2) have effective waterproofing and weather protection of the roof and exterior walls, including windows and doors;

 (3) have plumbing facilities that conform to law and are maintained in good working order;

 (4) have access to a water supply approved under law which can provide hot and cold running water;

 (5) have adequate ventilation and heating facilities that conform to law and are maintained in good working order;

 (6) have electrical lighting, with wiring and equipment that conform to law and are maintained in good working order;

 (7) have reasonable measures in place to control the presence of rodents, bedbugs, and other vermin and to prevent exposure to unsafe levels of radon, lead paint, asbestos, toxic mold, and other hazardous substances;

 (8) to the extent the premises include a common area or other areas under the landlord’s control, have reasonable measures in place to make the area:

 (A) clean and sanitary;

 (B) safe for normal and reasonably foreseeable use consistent with the lease and in good repair: and

 (C) reasonably free of debris, filth, rubbish, garbage, and the items listed in paragraph (7);

 (9) have an adequate number of appropriate receptacles in reasonably clean condition if the landlord is obligated to provide trash removal or recycling service by law or an agreement in a record signed by the landlord and tenant;

 (10) have in good repair floors, doors, windows, walls, ceilings, stairways, and railings;

 (11) have in good repair other facilities and appliances supplied or required to be supplied by the landlord;

 (12) have in good repair locks or other security devices on all exterior doors and on windows that open and close, including those of the dwelling unit and other parts of the premises; and

 (13) have in good working order any safety equipment required by law.

 (b) A landlord has the duty to ensure the premises have access to essential services, but the lease may require an account with a utility provider of an essential service to the dwelling unit be in the name of the tenant and the tenant pay the periodic cost for the service. If the service is not provided because the tenant fails to pay for the service, the landlord does not fail to comply with this subsection.

 (c) If a sublessor is a landlord for purposes of this [act], the sublessor has the duty to comply with subsection (a) except for duties that would require the sublessor to access parts of the premises beyond the sublessor’s control.

 (d) A landlord and tenant may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

 (1) the agreement is in a record, other than the lease, signed by the parties and supported by adequate consideration;

 (2) the work is not necessary to cure the landlord’s noncompliance with subsection (a)(1); and

 (3) the agreement does not affect the obligation of the landlord to other tenants on the premises.

 (e) A landlord may not treat performance of an agreement described in subsection (d) as a condition to the performance of any obligation under the lease or this section

 SECTION 303. LIMITATIONS ON LANDLORD LIABILITY. Except to the extent a landlord and tenant otherwise agree in a signed record, if the landlord, in a good-faith sale to a bona fide purchaser, conveys premises that include a dwelling unit subject to a lease, the following rules apply:

 (1) Except as otherwise provided in paragraph (2), the landlord is relieved of liability under the lease and this [act] as to an event that occurs after the later of the conveyance to the purchaser or notice in a record by the landlord to the tenant of the conveyance.

 (2) Except as otherwise provided in Section 1205, the landlord remains liable to the tenant for the amount of any security deposit and unearned rent.

##  **SECTION 304. RULES OF LANDLORD GOVERNING USE AND ENJOYMENT OF PREMISES**.

 (a) Except as otherwise provided in Section 305(a) or as required by law other than this [act], a landlord may enforce a rule of the landlord in existence at the time the lease commenced only if the rule was disclosed to the tenant under Section 108.

 (b) Except as otherwise provided in subsections (c) and (d), after commencement of the term of a lease, the landlord may adopt or modify a rule concerning the tenant’s use and enjoyment of the premises, but the rule or modification may not take effect earlier than [30] days after the landlord gives the tenant notice in a record of the rule or modification.

 (c) In a periodic tenancy for month to month, a rule or modification adopted under subsection (b) may not take effect before the expiration of the period in Section 801(b)(2) during which the tenant or landlord could have exercised the right to terminate the tenancy.

 (d) In a tenancy for a fixed term, if a rule or modification adopted under subsection (b) substantially modifies the tenant’s benefit of the bargain and is not required by law other than this [act], the rule is not enforceable against the tenant unless the tenant consents in a signed record.

##  SECTION 305. RULES OF THIRD PARTIES GOVERNING USE AND ENJOYMENT OF THE PREMISES.

 (a) If, before the commencement of the term of a lease, the landlord fails to disclose a rule adopted by a person other than the landlord which substantially modifies the tenant’s benefit of the bargain and is not required by law other than this [act], and the rule is enforced against the tenant, the tenant may:

 (1) recover actual damages from the landlord; or

 (2) terminate the lease by giving the landlord notice in a record that the lease will terminate on a date specified in the notice which must be at least [30] days after the notice is given.

 (b) Except as otherwise provided in subsection (c), if, after the commencement of the term of a lease, a person other than the landlord adopts or modifies a rule that substantially modifies the tenant’s benefit of the bargain and is not required by law other than this [act] and the rule is enforced against the tenant, the tenant of a tenancy for a fixed term may terminate the lease by giving the landlord notice in a record that the lease will terminate on a date specified in the notice which must be at least [30] days after the notice is given or, in the case of a periodic tenancy, terminate the tenancy in accordance with Section 801.

 (c) A tenant may not terminate a lease under subsection (b) if the lease provides the dwelling unit is subject to rules of a person other than the landlord and the person may modify the rules after the commencement of the term of the lease.

# [ARTICLE] 4

# TENANT REMEDIES

 SECTION 401. NOTICE AND OPPORTUNITY TO REMEDY. Except as otherwise provided in Section 403, if a landlord fails to comply with the lease or Section 302, the tenant has the remedies under Section 402 if the tenant gives the landlord:

 (1) notice in a record of the noncompliance; and

 (2) an opportunity to remedy the noncompliance within the following periods:

 (A) subject to subparagraph (B), not later than [14] days after the tenant gave the notice; and

 (B) if the noncompliance involves failure to provide an essential service or materially interferes with the health or safety of the tenant or immediate family member, the landlord shall remedy the noncompliance as soon as practicable but not later than [five] days after the tenant gave the notice.

##  SECTION 402. NONCOMPLIANCE BY LANDLORD; GENERALLY.

 (a) Except as otherwise provided in Section 403, if a landlord’s noncompliance with the lease or Section 302 results in the tenant not receiving an essential service, materially interferes with the health or safety of the tenant or immediate family member, or materially interferes with the use and enjoyment of the premises by the tenant or immediate family member and the noncompliance is not remedied during the applicable period specified in Section 401, the tenant may:

 (1) terminate the lease, as provided in Section 404; or

 (2) continue the lease and elect one or more of the following remedies:

 (A) subject to Section 408, withhold rent for the period of noncompliance beginning on the date the tenant gave notice under Section 401;

 (B) recover actual damages;

 (C) obtain injunctive relief, specific performance, or other equitable relief;

 (D) make repairs and deduct the cost from the rent, as provided in Section 406; or

 (E) secure an essential service the landlord is obligated to provide or comparable substitute housing during the period of noncompliance, as provided in Section 407.

 (b) If a landlord’s noncompliance with the lease or Section 302 does not materially interfere with the health or safety of the tenant or immediate family member or the use and enjoyment of the premises by the tenant or immediate family member, the tenant may elect one or more of the remedies provided in subsection (a)(2)(B), (C), and (D).

 (c) A tenant is not entitled to a remedy under this section to the extent:

 (1) the landlord’s noncompliance was caused by an act or omission of the tenant, immediate family member, or guest; or

 (2) the tenant, immediate family member, or guest prevented the landlord from having access to the dwelling unit to remedy the act or omission described in the notice under Section 401.

##  SECTION 403. LIMITATIONS ON REMEDIES.

 (a) If a dwelling unit or other part of the premises is substantially damaged or destroyed by a fire, other casualty, or natural disaster and:

 (1) the unit or other part of the premises is uninhabitable or inaccessible or continued occupancy of the unit is unlawful, the tenant may vacate the unit immediately and, not later than [14] days after vacating the unit, give the landlord notice in a record of the tenant's intent to terminate the lease, in which case the lease terminates as of the date the tenant vacates the unit; or

 (2) if continued occupancy of the unit is lawful, subject to the landlord’s right to terminate the lease under subsection (b), the tenant, after complying with Section 401, may continue the lease and seek the remedies provided in Section 402(a)(2)(A), (B), (C), and (D).

 (b) If a dwelling unit or other part of the premises is substantially damaged by a fire, other casualty, or natural disaster and continued occupancy of the unit is unlawful or dangerous or requires repairs that can be made only if the tenant vacates the unit, the landlord may terminate the lease by giving the tenant notice in a record that the lease will terminate on a specified date, which must be at least [five] days after the notice is given.

 (c) If a landlord's noncompliance with the lease or Section 302 materially interferes with the health or safety of a tenant or immediate family member or the use and enjoyment of the premises by the tenant or immediate family member and it is impossible for the landlord to remedy the noncompliance within the applicable period specified in Section 401, the tenant may terminate the lease as provided in Section 404(b) or, subject to subsection (d), continue the lease and recover actual damages limited to diminution in the value of the dwelling unit.

 (d) If a landlord's noncompliance with the lease or Section 302 materially interferes with the health or safety of a tenant or immediate family member or the use and enjoyment of the premises by the tenant or immediate family member and it is impossible for the landlord to remedy the noncompliance not later than [30] days after receiving the notice under Section 401, the landlord may terminate the lease by giving the tenant notice in a record that the lease will terminate on a specified date, which must be at least [30] days after the landlord gives the notice. The landlord may not rent the unit for [90] days after termination of the lease.

 (e) If a lease is terminated under this section, the landlord shall return any security deposit and unearned rent to which the tenant is entitled under Section 1204.

 (f) This section does not preclude:

 (1) a landlord from seeking actual damages from the tenant under law other than this [act] for damage to the premises caused by an act or omission of the tenant, immediate family member, or guest; or

 (2) a tenant from seeking actual damages from the landlord under law other than this [act] if the fire or other casualty was caused by an act or omission of the landlord or landlord’s agent.

##  SECTION 404. MATERIAL NONCOMPLIANCE BY LANDLORD; TERMINATION OF LEASE.

 (a) If a landlord’s noncompliance with the lease or Section 302 materially interferes with the health or safety of the tenant or immediate family member and the noncompliance is not remedied within the period specified in Section 401(2)(B), the tenant may terminate the lease by giving the landlord notice in a record of the tenant’s intent to terminate the lease immediately or on a specified date, which is not later than [30] days after the date of the notice.

 (b) If a landlord’s noncompliance with the lease or Section 302 materially interferes with the use and enjoyment of the premises unrelated to the health or safety of the tenant or immediate family member and the noncompliance is not remedied within the period specified in Section 401(2)(A), the tenant may terminate the lease by giving the landlord notice in a record of the tenant’s intent to terminate the lease on a specified date, which must be at least [14] days after the expiration of the period allowed under Section 401 for the remedy of the noncompliance.

 (c) In addition to terminating a lease as provided in subsection (a) or (b), the tenant may recover actual damages.

 (d) If a tenant terminates a lease under this section, the landlord shall return any security deposit and unearned rent to which the tenant is entitled under Section 1204.

 SECTION 405. LANDLORD FAILURE TO DELIVER POSSESSION TO TENANT**.**

 (a) Except as otherwise provided in subsection (d), if a landlord does not deliver physical possession of the dwelling unit to the tenant under Section 301, the tenant is not required to pay rent until possession is delivered and may:

 (1) terminate the lease by giving notice in a record to the landlord at any time before the landlord delivers possession of the unit to the tenant; or

 (2) demand performance of the lease by the landlord and:

 (A) recover actual damages and obtain possession of the unit from the landlord; or

 (B) obtain possession of the unit from any person wrongfully in possession by any lawful means the landlord could have used.

 (b) If a tenant terminates the lease under subsection (a)(1), the landlord shall return any amounts received from the tenant before the commencement of the term of the lease.

 (c) In addition to the rights of a tenant under subsections (a) and (b), if a landlord’s failure to deliver possession to the tenant under Section 301 is willful, the tenant may recover [three times] the periodic rent or [three times] the actual damages, whichever is greater.

 (d) If a tenant seeks possession under subsection (a)(2)(B), the tenant is liable to the landlord for rent and may recover from the person wrongfully in possession the damages provided in Section 802.

## **SECTION 406. REPAIR BY TENANT**.

 (a) Subject to subsection (d), if a landlord fails to comply with the lease or Section 302, the tenant may give notice to the landlord under Section 401 specifying the noncompliance. If the landlord fails to remedy the noncompliance within the applicable period specified in Section 401 and the reasonable cost to remedy the noncompliance does not exceed one month’s periodic rent, the tenant may make repairs to remedy the noncompliance at the landlord’s expense.

 (b) A tenant that makes repairs under subsection (a) is entitled to recover the actual and reasonable cost incurred or the reasonable value of the work performed to remedy the noncompliance, not exceeding one month’s periodic rent. Unless the tenant has been reimbursed by the landlord, the tenant may deduct the cost or value from rent after submitting to the landlord an itemized statement, accompanied by receipts for purchased items and services.

 (c) A repair under subsection (a) must be made in a professional manner and in compliance with applicable law.

 (d) A tenant may not repair a noncompliance at the landlord’s expense under subsection (a) to the extent:

 (1) the noncompliance was caused by an act or omission of the tenant, immediate family member, or guest; or

 (2) the landlord was unable to remedy the noncompliance within the applicable period specified in Section 401 because the tenant, immediate family member, or guest denied the landlord access to the dwelling unit.

 (e) A tenant’s use of the remedy under this section is limited to one month’s periodic rent during any 12-month period.

 SECTION 407. FAILURE OF ESSENTIAL SERVICE.

 (a) Except as otherwise provided in Section 403, if a tenant fails to receive an essential service the landlord has a duty to provide under Section 302(b), the tenant may give notice to the landlord under Section 401 specifying the failure. If the landlord fails to provide the essential service within the applicable period specified in Section 401, the tenant may:

 (1) take appropriate measures to secure the essential service during the period of the landlord’s noncompliance and deduct the actual and reasonable cost from the rent; or

 (2) procure comparable substitute housing at the landlord’s expense during the period of the noncompliance and recover actual damages.

 (b) This section does not apply if the tenant’s failure to receive the essential service was caused by an act or omission of the tenant, immediate family member, or guest.

##  **SECTION 408. LANDLORD NONCOMPLIANCE AS DEFENSE TO ACTION FOR POSSESSION OR NONPAYMENT OF RENT; ESCROW ACCOUNT**.

 (a) If a landlord fails to comply with the lease or Section 302 and the tenant has complied with Section 401, the tenant may defend an action by the landlord based on nonpayment of rent on the ground that no rent was due because of the noncompliance [and counterclaim for any amount the tenant may recover under the lease or this [act]].

 (b) If a tenant is in possession of the dwelling unit when the landlord files an action based on nonpayment of rent, either party may seek a court order directing the tenant to pay all or part of the unpaid rent and all additional rent as it accrues into an escrow account with the court or a bank or other entity authorized by the court to hold funds in escrow.

 (c) If rent has been paid into escrow under this section and the court determines the landlord fully complied with the lease and Section 302, the court shall order the immediate release to the landlord of rent held in escrow and enter judgment for any remaining rent owed.

 (d) If rent has been paid into escrow under this section and the court determines that the landlord’s noncompliance with the lease or Section 302 materially interferes with the health or safety of a tenant or an immediate family member or the use and enjoyment of the premises by the tenant or an immediate family member, the court may order one or more of the following:

 (1) release to the landlord of all or part of the rent held in escrow to be used only to bring the premises into compliance with the lease or Section 302;

 (2) return to the tenant of all or part of the rent held in escrow in compensation for:

 (A) a repair made by the tenant in compliance with Section 406; or

 (B) actual damages;

 (3) the tenant’s continued payment of rent into escrow as rent becomes due or abatement of future rent until the landlord brings the premises into compliance with the lease or Section 302; and

 (4) payment to the landlord of any rent held in escrow not otherwise payable to the tenant.

 (e) If rent has not been paid into escrow under this section and the court determines that the landlord complied with the lease and Section 302, the court shall render judgment for unpaid rent.

 (f) If rent has not been paid into escrow under this section and the court determines that the landlord’s noncompliance with the lease or Section 302 materially interferes with the health or safety of a tenant or immediate family member or the use and enjoyment of the premises by the tenant or an immediate family member, the court shall render judgment for unpaid rent less any amount expended by the tenant in compliance with Section 406 to repair the premises and actual damages.

 (g) In addition to the other remedies provided in this section, the court may award possession or other appropriate relief if the court determines the tenant:

 (1) acted in bad faith in withholding rent; or

 (2) failed to comply with an order to pay rent into escrow under subsection (b) or to pay rent or other amounts owed to the landlord under this section.

 (h) The court may not award possession if the court determines that the tenant withheld rent in good faith and the tenant complies with an order to pay unpaid rent into escrow or to the landlord under this section.

***Legislative Note:*** *State laws may differ on whether a landlord can bring a claim for both possession and rent in an expedited summary-eviction proceeding. If a state limits a summary-eviction proceeding to a claim for possession, the state will need to revise this section accordingly to conform to that state’s practice.*

##  SECTION 409. UNLAWFUL REMOVAL; EXCLUSION; INTERRUPTION OF ESSENTIAL SERVICE.

 (a) If a landlord unlawfully removes or excludes the tenant from the premises or willfully interrupts or causes the interruption of an essential service the landlord has the duty to provide to the tenant, the tenant may recover [three times] the periodic rent or [three times] damages, whichever is greater, and:

 (1) recover possession; or

 (2) terminate the lease by giving the landlord notice in a record of the tenant’s intent to terminate the lease immediately or on a later specified date.

 (b) If a tenant terminates the lease under subsection (a)(2), the landlord shall return any security deposit and unearned rent to which the tenant is entitled under Section 1204.

# [ARTICLE] 5

# TENANT DUTIES

##  **SECTION 501. TENANT DUTIES.**

 (a) In this section, “normal wear and tear” means deterioration that results from the intended use of a dwelling unit, including breakage or malfunction due to age or deteriorated condition. The term does not include deterioration that results from negligence, carelessness, accident, or abuse of the unit, fixtures, equipment, or other tangible personal property by the tenant, immediate family member, or guest.

 (b) A tenant:

 (1) shall comply with the obligations imposed on the tenant by the lease and this [act];

 (2) shall comply with the obligations imposed on a tenant by any building, housing, fire, or health code or other law;

 (3) except with respect to duties imposed on the landlord by the lease, this [act], or law other than this [act], shall keep the dwelling unit reasonably safe and sanitary;

 (4) shall remove all garbage, rubbish, and other debris from the unit in a clean and safe manner;

 (5) shall keep all plumbing fixtures in the unit reasonably clean;

 (6) shall use in a reasonable manner all electrical, plumbing, heating, ventilating, and air-conditioning systems and other facilities and appliances on the premises;

 (7) without the landlord’s consent, may not intentionally or negligently:

 (A) destroy, deface, damage, impair, remove, or render inoperative any part of the premises;

 (B) destroy, deface, damage, impair, remove, or render inoperative any safety equipment on the premises; or

 (C) permit an immediate family member or guest to do any of the acts specified in this paragraph;

 (8) may not disturb the use and enjoyment of the premises by another tenant or permit an immediate family member or guest to do the same;

 (9) may not engage in or permit an immediate family member or guest to engage in criminal activity;

 (10) shall notify the landlord within a reasonable time of any condition of the premises which requires repair by the landlord under the lease or Section 302;

 (11) shall return the dwelling unit to the landlord at the termination of the lease in the same condition as it was at the commencement of the term of the lease, with the premises free of any damage caused by the tenant, immediate family member, or guest, except for:

 (A) normal wear and tear;

 (B) damage resulting from a cause beyond the control of the tenant, immediate family member, or guest; and

 (C) any addition and improvement installed on the premises with the landlord’s consent; and

 (12) unless the landlord and tenant otherwise agree, shall use the dwelling unit only for residential purposes.

# [ARTICLE] 6

# LANDLORD REMEDIES

##  SECTION 601. TENANT FAILURE TO PAY RENT; OTHER NONCOMPLIANCE WITH LEASE.

(a) Except as otherwise provided by law other than this [act] and subject to

subsection (b):

 (1) a landlord may terminate a lease for nonpayment of rent when the rent is unpaid when due by giving the tenant notice in a record stating that if the rent remains unpaid [14] days after the notice is given, the lease will terminate on expiration of the [14]-day period or a later specified date; or

 (2) if there is a material noncompliance with a lease or this [act] by the tenant, other than nonpayment of rent, the landlord may give the tenant notice in a record specifying the act or omission constituting the noncompliance and stating that if the noncompliance is not remedied not later than [14] days after the landlord gives the notice, the lease will terminate on a specified date which must be at least [30] days after the landlord gives the notice.

 (b) A landlord may terminate the lease without giving the tenant an opportunity to remedy a noncompliance by giving the tenant the notice described in subsection (c) if:

 (1) the tenant failed to pay rent in a timely manner on at least [two] occasions within the [four]-month period preceding the notice to terminate the lease;

 (2) the tenant committed substantially the same act or omission for which notice under subsection (a)(2) was given within six months preceding the latest noncompliance;

 (3) the noncompliance by the tenant, immediate family member, or guest poses an actual and imminent threat to the health or safety of any individual on the premises or the landlord or landlord’s agent; or

 (4) subject to subsection (e), the tenant, immediate family member, or guest has committed a criminal act.

 (c) Notice in a record terminating a lease under subsection (b) must specify the reason for the termination and state that:

 (1) for a termination under subsection (b)(1) or (2), the lease will terminate on a specified date, which must be at least [14] days after the landlord gave the notice; or

 (2) for a termination under subsection (b)(3) or (4), the lease will terminate immediately or on a later specified date.

 (d) Except as otherwise provided in this [act], if a tenant fails to comply with Section 501, the landlord may:

 (1) obtain injunctive relief or specific performance; or

 (2) regardless of whether the lease terminates as a result of the tenant’s noncompliance, recover actual damages [or liquidated damages as provided by the lease].

 (e) A landlord may not terminate a lease under subsection (b)(4) if the criminal act was the act of an immediate family member or guest, and the tenant:

 (1) neither knew nor should have known the act was going to be committed; and

 (2) took reasonable steps to ensure that there will not be a repeated criminal act on the premises by the immediate family member or guest.

***Legislative Note:*** *If the state allows for liquidated damages in a lease, the bracketed language in subsection (d)(2) should be included.*

##  SECTION 602. WAIVER OF LANDLORD RIGHT TO TERMINATE.

 (a) Subject to subsection (b), acceptance by a landlord of rent for two or more successive rental periods with knowledge of noncompliance by the tenant with the lease or this [act] or acceptance by the landlord of the tenant’s performance that varies from the terms of the lease or this [act] is a waiver of the landlord’s right to terminate the lease for the noncompliance, unless the landlord and tenant otherwise agree after the noncompliance occurs.

 (b) This section does not prevent a landlord or tenant from exercising a right under Section 801 to terminate a periodic tenancy.

##  SECTION 603. DISTRAINT FOR RENT ABOLISHED; LIEN PROHIBITED.

 (a) Distraint for rent is abolished.

 (b) A landlord may not create, perfect, or enforce a lien or security interest on a tenant’s tangible personal property to secure the tenant’s performance under the lease or this [act]. This subsection does not apply to a lien or security interest created or perfected before [the effective date of this [act]].

##  SECTION 604. ABANDONMENT; REMEDY AFTER TERMINATION.

 (a) In this section, “reasonable efforts” means steps a landlord would take to rent a dwelling unit if the unit is vacated at the end of a term, including showing the unit to a prospective tenant or advertising the availability of the unit.

 (b) A tenant abandons a dwelling unit if:

 (1) the tenant delivers possession of the unit to the landlord before the end of the term by returning the keys or other means of access or otherwise notifies the landlord the unit has been vacated; or

 (2) rent that is due was not paid for at least [five] days and the tenant has:

 (A) vacated the unit by removing substantially all of the tenant’s personal property from the unit and the premises; and

 (B) caused the termination of an essential service or otherwise indicated by words or conduct that the tenant has no intention to return to the unit.

 (c) If a tenant abandons the dwelling unit before the end of the term of the lease, the landlord may recover possession of the unit without a court order and may:

 (1) accept the tenant’s abandonment of the unit by notice in a record given to the tenant, in which case:

 (A) the lease terminates on the date of abandonment;

 (B) the landlord and tenant are liable to each other under the lease only for a noncompliance with the lease or this [act] which occurred before the lease terminates; and

 (C) the landlord shall return any security deposit and unearned rent to which the tenant is entitled under Section 1204; or

 (2) treat the abandonment as wrongful.

 (d) If a landlord treats abandonment of a dwelling unit as wrongful under subsection (c)(2), the tenant remains liable under the lease and the landlord has a duty to mitigate by making a reasonable effort to rent the unit, subject to the following rules:

 (1) The landlord’s duty to mitigate does not take priority over the landlord’s right to lease first any other dwelling unit the landlord has available to lease.

 (2) If the landlord leases the abandoned unit to another person for a term beginning before the expiration of the term of the lease of the abandoning tenant, the lease terminates as of the date of the new tenancy and the landlord may recover actual damages from the abandoning tenant.

 (3) If the landlord makes a reasonable effort to lease the abandoning tenant’s unit but is unable to lease it or is able to lease it only for an amount less than the rent payable by the abandoning tenant, the landlord may recover actual damages from the abandoning tenant.

 (4) If the landlord fails to make a reasonable effort to lease the abandoning tenant’s unit, the lease terminates as of the date of abandonment, and the landlord and tenant are liable to each other under the lease or this [act] only for a noncompliance with the lease or this [act] which occurred before the date of abandonment.

 (5) After deducting the landlord’s actual damages, the landlord shall return any security deposit and unearned rent to which the tenant is entitled under Section 1204.

 SECTION 605. LIMITATION ON SELF-HELP RECOVERY. Except as otherwise provided in Section 604, a landlord:

 (1) may not recover or take possession of a dwelling unit by an act of self-help, including willful interruption or causing the willful interruption of an essential service to the unit; and

 (2) may recover possession of a dwelling unit following termination of a lease only through an action permitted by law other than this [act].

# [ARTICLE] 7

# ACCESS TO DWELLING UNIT

##  SECTION 701. LANDLORD ACCESS TO DWELLING UNIT.

 (a) Except as otherwise provided in this section, a landlord may not enter a dwelling unit unless:

 (1) entry is permitted by the lease or the tenant otherwise agrees;

 (2) entry is under a court order;

 (3) the tenant has abandoned the unit under Section 604; or

 (4) permitted by law other than this [act].

(b) A tenant may not unreasonably withhold consent for the landlord to enter the dwelling unit to:

 (1) inspect the unit;

 (2) make a necessary or agreed-to repair, alteration, or improvement;

 (3) supply a necessary or agreed-to service; or

 (4) exhibit the unit to a prospective or actual purchaser, mortgagee, tenant, worker, or contractor or a public official responsible for enforcing a building, housing, fire, or health code or other law.

 (c) Except as otherwise provided in subsection (d) or (e), a landlord may enter a dwelling unit only at a reasonable time and with the tenant’s consent and shall give the tenant at least [24] hours’ notice of the intent to enter the unit.

 (d) For routine maintenance or pest control, a landlord may enter the dwelling unit without the tenant’s consent if the landlord gives the tenant:

 (1) at least [72] hours’ notice of the intent to enter the unit; or

 (2) a fixed schedule for maintenance or pest control at least [72] hours before the first scheduled entry into the unit.

 (e) In an emergency or when maintenance or repairs are being made at a tenant’s request, the landlord may enter the dwelling unit without the tenant’s consent if the landlord gives notice that is reasonable under the circumstances. If the landlord enters the unit when the tenant is not present and notice was not given, the landlord shall leave notice of the entry in a conspicuous place in the unit stating the fact of entry, the date and time of entry, and the reason for the entry.

 (f) When notice is given under this section before the landlord enters the unit, the notice must state the intended purpose for the entry and the date and a reasonable period during which the landlord anticipates making the entry.

 (g) A landlord may not abuse the right under this section to enter a tenant’s dwelling unit or use the right to harass the tenant.

##  SECTION 702. REMEDIES FOR ABUSE OF ACCESS.

(a) If a tenant unreasonably refuses to allow the landlord access to the dwelling unit, the landlord may recover actual damages or [one] month’s periodic rent, whichever is greater, and:

 (1) the court may compel the tenant to grant the landlord access to the unit; or

 (2) the landlord may terminate the lease by giving the tenant notice in a record stating that if the tenant fails to grant the landlord access to the unit not later than [14] days after the notice, the lease will terminate on expiration of the [14]-day period or on a later specified date.

 (b) If a landlord unlawfully enters a tenant’s dwelling unit, lawfully enters but in an unreasonable manner, or makes repeated demands to enter that are otherwise lawful but have the effect of harassing the tenant, the tenant may recover actual damages or [one] month’s periodic rent, whichever is greater, and:

 (1) seek injunctive relief to prevent the recurrence of the conduct; or

 (2) terminate the lease by giving the landlord notice in a record that the lease will terminate immediately or on a later specified date which is not later than [30] days after notice is given.

# [ARTICLE] 8

# PERIODIC AND HOLDOVER TENANCY; DEATH OF TENANT

## **SECTION 801. TERMINATION OF PERIODIC TENANCY**.

 (a) A periodic tenancy continues until the landlord or tenant gives the other the notice under subsection (b).

 (b) Except as otherwise provided in this [act], a landlord or tenant may terminate a periodic tenancy:

 (1) for week to week, by giving the other at least [five] days’ notice in a record of the party’s intent to terminate the tenancy on a specified date; and

 (2) for month to month, by giving the other at least [one] month’s notice in a record of the party’s intent to terminate the tenancy at the end of the monthly period.

## **SECTION 802. HOLDOVER TENANCY**.

 (a) Except as otherwise provided in subsection (b) and Section 405(a)(2)(B), if a tenant remains in possession without the landlord’s consent after expiration of a tenancy for a fixed term or termination of a periodic tenancy, the landlord may bring an action for possession. If the tenant’s holdover is willful, the landlord may recover [three times] the periodic rent or [three times] the actual damages, whichever is greater.

 (b) Unless a landlord and tenant otherwise agree in a record, if the tenant remains in possession with the landlord’s consent after expiration of a tenancy for a fixed term, a periodic tenancy for month to month arises under the same terms as the expired lease.

##  SECTION 803. DEATH OF TENANT.

(a) If a sole tenant under a lease dies before the end of a tenancy for a fixed term or a periodic tenancy, the tenant’s surviving spouse[,] [or] [partner in a civil union] [,] [or] [domestic partner] who resides in the dwelling unit may assume the lease by giving the landlord notice in a record not later than [20] days after the tenant’s death stating the intent of the spouse [or partner] to assume the lease. On assuming the lease, the spouse [or partner] becomes the tenant under the lease.

 (b) Except as otherwise provided in this section or law other than this [act], a landlord or tenant representative may terminate the lease of a deceased tenant by giving to the other and to a surviving spouse[,] [or] [partner in a civil union] [,] [or] [domestic partner] of the tenant who resides in the dwelling unit notice in a record. The notice must state the lease will terminate on a specified date, which must be at least [30] days after the notice in the case of a tenancy for a fixed term or a specified date consistent with Section 801(b) in the case of a periodic tenancy. Notice sent to a surviving spouse [or partner] must also state that the surviving spouse [or partner] has [20] days after receipt of the notice to assume the lease. If the spouse [or partner] assumes the lease, the spouse [or partner] becomes the tenant under the lease.

 (c) If a deceased tenant is survived by a spouse [or partner in a civil union][or domestic partner] who resides in the dwelling unit, notice to terminate a lease under subsection (b) may not be given before the time specified in subsection (a) expires.

 (d) If a landlord is unable to contact a deceased tenant’s surviving spouse[,] [or] [partner in a civil union] [,] [or] [domestic partner] who resides in the dwelling unit or tenant representative for the purpose of terminating the lease under subsection (b), the landlord may terminate the lease without notice if rent that was due was not paid for at least [25] days.

# [ARTICLE] 9

# RETALIATION

##  SECTION 901. RETALIATION PROHIBITED.

 (a) A landlord may not engage in conduct described in subsection (b) if the landlord’s purpose is to retaliate against a tenant that:

 (1) complained to a governmental agency responsible for enforcement of a building, housing, fire, or health code or other law, alleging a violation applicable to the premises materially affecting the health or safety of the tenant or immediate family member;

 (2) complained to a governmental agency responsible for enforcement of laws prohibiting discrimination in rental housing;

 (3) complained to the landlord of noncompliance with the lease or Section 302;

 (4) organized or became a member of a tenant’s union or similar organization;

 (5) exercised or attempted to exercise a right or remedy under the lease, this

[act], or law other than this [act]; or

 (6) pursued an action or administrative remedy against the landlord or testified

against the landlord in court or an administrative proceeding.

 (b) Conduct that may be retaliatory under subsection (a) includes doing or threatening to do any of the following:

 (1) increasing the rent or fees;

 (2) decreasing services, increasing the tenant’s obligations, imposing different rules on, or selectively enforcing the landlord’s rules against, the tenant or immediate family member, or otherwise materially altering the terms of the lease;

 (3) bringing an action for possession on a ground other than nonpayment of rent;

 (4) refusing to renew a tenancy for a fixed term under a lease containing a renewal option that is exercisable by the tenant without negotiation with the landlord, for any period after the lease would otherwise terminate;

 (5) terminating a periodic tenancy; or

 (6) committing a criminal act against the tenant, immediate family member, or guest.

(c)A landlord is not liable for retaliation under subsection (a) if:

 (1) the violation of which the tenant complained under subsection (a)(1) or (2) was caused primarily by the tenant, immediate family member, or guest;

 (2) the tenant’s conduct described in subsection (a) was in an unreasonable manner or at an unreasonable time or was repeated in a manner harassing the landlord;

 (3) the tenant was in default in the payment of rent at the time notice of the action described in subsection (b)(3) was sent;

 (4) the tenant, immediate family member, or guest engaged in conduct that threatened the health or safety of another tenant on the premises;

 (5) the tenant, immediate family member, or guest engaged in a criminal act;

 (6) the landlord is seeking to recover possession based on a notice to terminate the lease and the notice was given to the tenant before the tenant engaged in conduct described in subsection (a); or

 (7) the landlord is complying or complied with a building, housing, fire, or health code or other law by making a required repair, alteration, remodeling, or demolition that effectively deprives the tenant of the use and enjoyment of the premises.

##  SECTION 902. TENANT REMEDIES FOR RETALIATORY CONDUCT.

 (a) If a landlord’s purpose for engaging in conduct described in Section 901(b) is to retaliate against the tenant for conduct described in Section 901(a):
 (1) the tenant has a defense against an action for possession, may recover possession, or may terminate the lease; and

 (2) the tenant may recover [three times] the periodic rent or [three times] the actual damages, whichever is greater.

 (b) If a tenant terminates a lease under subsection (a), the landlord shall return any security deposit and unearned rent to which the tenant is entitled under Section 1204.

 (c) A tenant’s exercise of a right under this section does not release the landlord from liability under Section 402.

##  SECTION 903. PRESUMPTION OF RETALIATORY CONDUCT.

 (a) Except as otherwise provided in subsection (b), evidence that a tenant engaged in conduct described in Section 901(a) within [six] months before the landlord’s alleged retaliatory conduct creates a rebuttable presumption that the purpose of the landlord’s conduct was retaliation.

 (b) A presumption does not arise under subsection (a) if the tenant engaged in conduct described in Section 901(a) after the landlord gave the tenant notice of the landlord’s intent to engage in conduct described in Section 901(b)(1) through (5).

(c) A landlord may rebut a presumption under subsection (a) by a preponderance of evidence showing that the landlord had sufficient justification for engaging in the conduct that created the presumption and would have engaged in the conduct in the same manner and at the same time whether or not the tenant engaged in conduct described in Section 901(a).

SECTION 904. LANDLORD REMEDIES FOR BAD FAITH ACTION OF TENANT.If a tenant engages in conduct described in Section 901(a)(1) or (5) knowing there is no factual or legal basis for the conduct, the landlord may recover actual damages and the court may award the landlord up to [three times] the periodic rent.

# [ARTICLE] 10

# DISPOSITION OF TENANT PERSONAL PROPERTY

##  SECTION 1001. DISPOSITION OF TENANT PERSONAL PROPERTY ON TERMINATION OR ABANDONMENT.

 (a) For purposes of this [article], possession of a dwelling unit is relinquished to the landlord when:

 (1) the tenant vacates the unit at the termination of the tenancy; or

 (2) the tenant abandons the unit under Section 604.

 (b) If personal property remains on the premises after possession of a dwelling unit is relinquished to the landlord and the landlord and tenant do not agree otherwise at the time of relinquishment, the landlord shall:

 (1) subject to subsection (c), give the tenant notice in a record of the tenant’s right to retrieve the property; and

 (2) leave the property in the unit or store the property on the premises or in another place of safekeeping and exercise reasonable care in moving or storing the property.

 (c) The notice required by subsection (b)(1) must be posted at the dwelling unit and:

 (1) sent to any forwarding address the tenant provided to the landlord or an address provided under Section 109 or, if no address is provided, to the address of the unit;

 (2) inform the tenant of the right to contact the landlord to claim the property within the period specified in subsection (d), subject to payment of the landlord’s inventorying, moving, and storage costs; and

 (3) provide a telephone number, electronic-mail address, or mailing address at which the landlord may be contacted.

 (d) If a tenant contacts the landlord to claim personal property not later than [eight] days after the landlord gives notice under subsection (b)(1), the landlord shall permit the tenant to retrieve personal property not later than [five] days after the date of contact or within a longer period to which the parties agree.

 (e) A landlord may require the tenant to pay reasonable inventorying, moving, and storage costs before retrieving personal property under subsection (d).

 (f) This section does not prohibit a landlord from immediately disposing of perishable food, hazardous material, garbage, and trash or transferring an animal to an animal-control officer, humane society, or other person willing to care for the animal.

 (g) Unless a landlord and tenant otherwise agree, if the tenant fails to contact the landlord or retrieve personal property as provided in subsection (d), the property is deemed abandoned and:

 (1) if a sale is economically feasible, the landlord shall sell the property and, after deducting the reasonable cost of inventorying, moving, storing, and disposing of the property, shall treat the proceeds as part of the tenant’s security deposit; or

 (2) if a sale is not economically feasible, the landlord may dispose of the property in any manner the landlord considers appropriate.

 (h) A landlord that complies with this section is not liable to the tenant or another person for a claim arising from removal of personal property from the premises.

 (i) A landlord that recovers possession of a dwelling unit under a court order is not required to comply with this section. If a landlord that recovers possession under a court order complies with this section, that landlord is not liable to the tenant or another person for a claim arising from removal of personal property from the premises.

##  SECTION 1002. REMOVAL OF PERSONAL PROPERTY OF DECEASED TENANT BY TENANT REPRESENTATIVE.

 (a) If a landlord knows that a tenant who was the sole occupant of the dwelling unit has died, the landlord:

 (1) shall notify a tenant representative of the death;

 (2) shall give the representative access to the premises at a reasonable time to remove any personal property from the unit and other personal property of the tenant elsewhere on the premises;

 (3) may require the representative to prepare and sign an inventory of the property being removed; and

 (4) shall pay the representative the deceased tenant's security deposit and unearned rent to which the tenant otherwise would have been entitled under Section 1204.

 (b) A contact person or heir accepts appointment as a tenant representative by exercising authority under this [act] or other assertion or conduct indicating acceptance.

 (c) The authority of a contact person or heir to act under this [act] terminates when the person, heir, or landlord knows that a personal representative has been appointed for the deceased tenant’s estate.

 (d) A landlord that complies with this section is not liable to the tenant’s estate or another person for unearned rent, a security deposit, or a claim arising from removal of personal property from the premises.

 (e) A landlord that willfully violates subsection (a) is liable to the estate of the deceased tenant for actual damages.

 (f) In addition to the rights provided in this section, a tenant representative has the deceased tenant’s rights and responsibilities under Section 1001.

##  SECTION 1003. DISPOSITION OF PERSONAL PROPERTY OF DECEASED TENANT WITHOUT TENANT REPRESENTATIVE.

 (a) If a landlord knows of the death of a tenant who, at the time of death, was the sole occupant of the dwelling unit, and the landlord terminates the lease under Section 803(d) because the landlord is unable to contact a tenant representative, the landlord:

 (1) shall mail notice to the tenant at the tenant’s last-known address or other address of the tenant known to the landlord and to any person the tenant has told the landlord to contact in the case of an emergency stating:

 (A) the name of the tenant and address of the dwelling unit;

 (B) the approximate date of the tenant’s death;

 (C) that, if the personal property on the premises is not claimed within [60] days after the notice was sent, the property is subject to disposal by the landlord; and

 (D) the landlord’s name, telephone number, and mail or electronic-mail address at which the landlord may be contacted to claim the property; and

 (2) with the exercise of reasonable care, may leave the property in the dwelling unit or inventory the property and store it on the premises or in another place of safekeeping.

 (b) If a tenant representative is subsequently identified, the representative may retrieve the deceased tenant’s personal property from the landlord not later than [60] days after the notice under subsection (a). The landlord may require the representative to pay the reasonable inventorying, moving, and storage costs before retrieving the property.

 (c) If a deceased tenant’s personal property is not retrieved within the time specified in subsection (b), the landlord may dispose of the property in compliance with Section 1001(g).

 (d) A landlord that complies with this section is not liable to the tenant’s estate or another person for a claim arising from removal of personal property from the premises.

# **[ARTICLE] 11**

# EFFECT OF DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING, OR SEXUAL ASSAULT

 SECTION 1101. DEFINITIONS. In this [article]:

 (1) “Attesting third party” means a law enforcement official, licensed health-care professional, victim advocate, or victim-services provider.

 (2) “Dating violence” means dating violence as defined in [insert reference to definition in other state law].

 (3) “Domestic violence” means domestic violence as defined in [insert reference to definition in other state law].

 (4) “Perpetrator” means an individual who commits an act of domestic violence, dating violence, stalking, or sexual assault on a tenant or immediate family member.

 (5) “Sexual assault” means [sexual assault] as defined in [insert reference to definition in other state law].

 (6) “Stalking” means [stalking] as defined in [insert reference to definition in other state law].

 (7) “Victim advocate” means an individual, whether paid or serving as a volunteer, who provides services to victims of domestic violence, dating violence, stalking, or sexual assault under the auspices or supervision of a victim-services provider, court, or law-enforcement or prosecution agency.

 (8) “Victim-services provider” means a person that assists victims of domestic violence, dating violence, stalking, or sexual assault. The term includes a rape crisis center, domestic violence shelter, or faith-based organization or other organization with a history of work concerning domestic violence, dating violence, stalking, or sexual assault.

***Legislative Note:*** *If an enacting jurisdiction has no legislation on dating violence, it may either retain dating violence in this act and draft its own definition of dating violence or delete dating violence as one of the types of domestic violence under this act and delete other references to dating violence in this section. A jurisdiction that does not use the phrase “domestic violence”, “dating violence”, “stalking”, or ”sexual assault” should replace the phrases used in this act with the appropriate phrases used in the jurisdiction.*

## **SECTION 1102. EARLY RELEASE OR TERMINATION OF LEASE**.

 (a) Subject to subsection (e), if a victim of an act of domestic violence, dating violence, stalking, or sexual assault is a tenant or immediate family member and has a reasonable fear of suffering psychological harm or a further act of domestic violence, dating violence, stalking, or sexual assault if the victim continues to reside in the dwelling unit, the tenant, without the necessity of the landlord’s consent, is released from the lease if the tenant gives the landlord a notice that complies with subsection (b) and:

 (1) a copy of a court order that restrains a perpetrator from contact with the tenant or immediate family member;

 (2) evidence of the conviction or adjudication of a perpetrator for an act of domestic violence, dating violence, stalking, or sexual assault against the tenant or immediate family member; or

 (3) a verification that complies with Section 1104.

 (b) To be released from a lease under subsection (a), the tenant must give the landlord notice in a record which:

 (1) states the tenant’s intent to be released from the lease on a date which must be at least [30] days from the date of the notice or, if the perpetrator is a cotenant of the dwelling unit, an earlier date;

 (2) states facts giving rise to the fear of psychological harm or suffering a further act of domestic violence, dating violence, stalking, or sexual assault if the victim continues to reside in the unit; and

 (3) is given to the landlord:

 (A) not later than [90] days after an act of domestic violence, dating violence, stalking, or sexual assault against the tenant or immediate family member;

 (B) when a court order exists that restrains a perpetrator from contact with the tenant or immediate family member because of an act of domestic violence, dating violence, stalking, or sexual assault; or

 (C) if the perpetrator was incarcerated, not later than [90] days after the tenant acquired knowledge that the perpetrator is no longer incarcerated.

 (c) If there is only one individual tenant of the dwelling unit:

 (1) a release under subsection (a) terminates the lease on the date specified in the notice under subsection (b) if the tenant vacates the dwelling unit on or before that date; and

 (2) the tenant is not liable for rent accruing after the lease terminates or other actual damages resulting from termination of the lease, but the tenant remains liable to the landlord for rent and other amounts owed to the landlord before termination of the lease.

 (d) If there are multiple individual tenants of the dwelling unit:

 (1) the tenant who gave notice under subsection (b) is released from the lease as of the date specified in the notice if the tenant vacates the dwelling unit on or before the specified date, but the release of one tenant under this section does not terminate the lease with respect to other tenants;

 (2) the tenant released from the lease is not liable to the landlord or any other person for rent accruing after the tenant’s release or actual damages resulting from the tenant’s release;

 (3) any other tenant under the lease may recover from the perpetrator actual damages resulting from the termination; and

 (4) the landlord is not required to return to the tenant released from the lease or a remaining tenant any security deposit or unearned rent to which the tenant is otherwise entitled under Section 1204 until the lease terminates with respect to all tenants.

 (e) This section does not apply if a tenant seeking the release from the lease is a perpetrator.

 SECTION 1103. LANDLORD OBLIGATIONS ON EARLY RELEASE OR TERMINATION. If a tenant is released from a lease under Section 1102, the landlord:

 (1) except as otherwise provided in Section 1102(d)(4), shall return any security deposit and unearned rent to which the tenant is entitled under Section 1204 after the tenant vacates the dwelling unit;

 (2) may not assess a fee or penalty against the tenant for exercising a right granted under Section 1102; and

 (3) may not disclose information required to be reported to the landlord under Section 1102 unless:

 (A) the tenant provides specific, time-limited, and contemporaneous consent to the disclosure in a record signed by the tenant; or

 (B) the information is required to be disclosed by a court order or law other than this [act].

##  SECTION 1104. VERIFICATION.

 (a) A verification given by a tenant under Section 1102(a)(3) must be under oath and include the following:

 (1) from the tenant:

 (A) the tenant’s name and the address of the dwelling unit;

 (B) the approximate dates on which an act of domestic violence, dating violence, stalking, or sexual assault occurred;

 (C) the approximate date of the most recent act of domestic violence, dating violence, stalking, or sexual assault;

 (D) a statement that because of an act of domestic violence, dating violence, stalking, or sexual assault, the tenant or immediate family member has a reasonable fear that the tenant or family member will suffer psychological harm or a further act of domestic violence, dating violence, stalking, or sexual assault if the tenant or family member continues to reside in the unit; and

 (E) a statement that the representations in the verification are true and accurate to the best of the tenant’s knowledge and the tenant understands that the verification could be used as evidence in court; and

 (2) from an attesting third party:

 (A) the name, business address, and business telephone number of the party;

 (B) the capacity in which the party received the information regarding the act of domestic violence, dating violence, stalking, or sexual assault;

 (C) a statement that the party has read the tenant’s verification and been advised by the tenant that the tenant or immediate family member is the victim of an act of domestic violence, dating violence, stalking, or sexual assault and has a reasonable fear that the tenant or family member will suffer psychological harm or a further act of domestic violence, dating violence, stalking, or sexual assault if the tenant or family member continues to reside in the dwelling unit; and

 (D) a statement that the party, based on the tenant’s verification, believes the tenant and understands that the verification may be used as the ground for releasing the tenant from a lease or terminating the tenant’s interest under the lease.

 (b) If a verification given to a landlord by a tenant under Section 1102(a)(3) contains a representation of a material fact known by the tenant to be false, the landlord may recover an amount not to exceed [three times] the periodic rent or [three times] actual damages, whichever is greater.

***Legislative Note:*** *States should consider including the form in the comment in the act enacted in the state.*

##  SECTION 1105. PERPETRATOR LIABILITY FOR DAMAGES.

 (a) A landlord may recover from a perpetrator actual damages resulting from a tenant’s exercise of a right under Section 1102 and, if the perpetrator is a party to the lease who remains in possession of the dwelling unit, hold the perpetrator liable on the lease for all obligations under the lease or this [act].

 (b) A perpetrator may not recover actual damages or other relief resulting from the exercise of a right by a tenant under Section 1102 or a landlord under this section.

##  SECTION 1106. CHANGE OF LOCK OR OTHER SECURITY DEVICE.

 (a) Subject to subsections (b) and (c), if a tenant or immediate family member is a victim of an act of domestic violence, dating violence, stalking, or sexual assault and the tenant has a reasonable fear that the perpetrator or other person acting on the perpetrator’s behalf may attempt to gain access to the dwelling unit, the tenant, without the landlord’s consent, may cause the locks or other security devices for the unit to be changed or rekeyed in a professional manner and shall give a key or other means of access for the new locks or security devices to the landlord and any other tenant, other than the perpetrator, that is a party to the lease.

 (b) If locks or other security devices are changed or rekeyed under subsection (a), the landlord may change or rekey them, at the tenant’s expense, to ensure compatibility with the landlord’s master key or other means of access or otherwise accommodate the landlord’s reasonable commercial needs.

 (c) If a perpetrator is a party to the lease, locks or other security devices may not be changed or rekeyed under subsection (a) unless a court order, other than an ex parte order, expressly requires that the perpetrator vacate the dwelling unit or restrains the perpetrator from contact with the tenant or immediate family member and a copy of the order has been given to the landlord.

 (d) A perpetrator may not recover actual damages or other relief against a landlord or tenant resulting from the exercise of a right by the landlord or tenant under this section.

##  **SECTION 1107. EFFECT OF COURT ORDER TO VACATE**.

 (a) On issuance of a court order requiring a perpetrator to vacate a dwelling unit because of an act of domestic violence, dating violence, stalking, or sexual assault, other than an ex parte order, neither the landlord nor tenant has a duty to:

 (1) allow the perpetrator access to the unit unless accompanied by a law enforcement officer; or

 (2) provide the perpetrator with any means of access to the unit.

 (b) If a perpetrator is a party to the lease, on issuance of a court order requiring the perpetrator to vacate the dwelling unit, other than an ex parte order, the perpetrator’s interest under the lease terminates, and the landlord and any remaining tenant may recover from the perpetrator actual damages resulting from the termination.

 (c) Termination of a perpetrator’s interest under a lease under this section does not terminate the interest of any other tenant under the lease or alter the obligations of any other tenant under the lease.

 (d) A landlord is not required to return to a perpetrator whose interest under the lease terminates under this section or to any remaining tenant any security deposit or unearned rent until the lease terminates with respect to all tenants.

##  SECTION 1108. TERMINATION OF TENANCY OF PERPETRATOR WITHOUT COURT ORDER.

 (a) If a landlord has a reasonable belief that a tenant or immediate family member is the victim of an act of domestic violence, dating violence, stalking, or sexual assault and another tenant of the same landlord who resides in the same building as the tenant is the perpetrator, the landlord may terminate the perpetrator’s interest in the lease by giving the perpetrator notice in a record that the perpetrator’s interest will terminate immediately or on a later specified date, which is not later than [30] days after notice is given. The notice must state that the landlord has a reasonable belief that the perpetrator has committed an act of domestic violence, dating violence, stalking, or sexual assault and the approximate date of the act.

 (b) Before giving notice to a perpetrator under subsection (a), the landlord shall give notice of the landlord’s intent to terminate the perpetrator’s interest to the tenant who was the victim of the act of domestic violence, dating violence, stalking, or sexual assault or whose immediate family member was the victim. This notice may be given by any means reasonably calculated to reach the tenant, including oral communication, notice in a record, or notice sent to the tenant at any other address at which the landlord reasonably believes the tenant is located.

 (c) Failure of a tenant to receive the notice of the landlord’s intent to terminate the perpetrator’s interest under subsection (b) does not affect the landlord’s right to terminate under this section or expose the landlord to any liability.

 (d) If a landlord terminates a perpetrator’s interest under a lease under this section, any other tenant under the lease may recover from the perpetrator actual damages resulting from the termination.

 (e) Termination of a perpetrator’s interest under a lease under this section does not terminate the interest of any other tenant under the lease or alter the obligations of any other tenant under the lease.

 (f) A landlord is not required to return to a perpetrator whose interest under a lease is terminated under this section or to any other tenant under the lease any security deposit or unearned rent until the lease terminates with respect to all tenants.

(g) In an action between a landlord and tenant involving the right of the landlord to terminate the tenant’s interest under this section, the landlord must prove by a preponderance of the evidence that the landlord had a reasonable belief that the tenant was a perpetrator.

##  SECTION 1109. LANDLORD CONDUCT WITH RESPECT TO VICTIM.

 (a) In this section, “tenant” includes an applicant seeking to enter into a lease with a landlord.

 (b) Except as otherwise provided in subsections (d) and (e), a landlord may not do or threaten to do any act in Section 901(b) if the landlord’s purpose for engaging in the conduct is that:

 (1) an act of domestic violence, dating violence, stalking, or sexual assault committed against the tenant or immediate family member resulted in a violation of the lease or this [act] by the tenant; or

 (2) a complaint of an act of domestic violence, dating violence, stalking, or sexual assault committed against the tenant or immediate family member resulted in a law enforcement or emergency response.

 (c) Except as otherwise provided in subsection (d), a landlord may not refuse or threaten to refuse to rent a dwelling unit if the landlord’s purpose for the refusal or threat is that a tenant or an immediate family member is or has been the victim of an act of domestic violence, dating violence, stalking, or sexual assault.

 (d) Evidence that any of the events described in subsection (b) or (c) occurred within [six] months before the landlord’s conduct creates a presumption that the purpose of the landlord’s conduct was retaliation. The landlord may rebut the presumption by a preponderance of evidence showing that the landlord had sufficient justification for engaging in the conduct described in subsection (b) or (c) and would have engaged in the conduct in the same manner and at the same time regardless whether the events described in subsection (b) or (c) occurred.

 (e) A landlord may terminate the lease of a tenant by giving the tenant notice in a record that the lease will terminate on a date specified in the notice, which must be at least [30] days after notice is given if:

 (1) without the landlord’s permission, the tenant invited a perpetrator onto the premises or allowed a perpetrator to occupy the dwelling unit:

 (A) after the landlord gave the tenant notice in a record to refrain from inviting the perpetrator onto the premises; or

 (B) during a time the tenant knows the perpetrator is subject to a no-contact court order or a court order barring the perpetrator from the premises; and

 (2) the landlord demonstrates that:

 (A) there is an actual and imminent threat to the health or safety of any individual on the premises, the landlord, or the landlord’s agent if the lease is not terminated; or

 (B) the perpetrator has damaged the premises.

 (f) If a landlord willfully violates subsection (b) or (c), the tenant or prospective tenant may recover [three times] the periodic rent or [three times] actual damages, whichever is greater, and:

 (1) terminate the lease;

 (2) defend an action for possession on the ground that the landlord violated subsection (b); or

 (3) obtain appropriate injunctive relief.

# [ARTICLE] 12

# SECURITY DEPOSITS, FEES, AND UNEARNED RENT

##  SECTION 1201. PAYMENT REQUIRED AT THE COMMENCEMENT OF TERM OF LEASE.

 (a) In this [article], “bank account” means a checking, demand, time, savings, passbook, or similar account maintained at a bank.

 (b) Except as otherwise provided in subsections (c) and (d), a landlord may not require the tenant to pay or agree to pay a security deposit, prepaid rent, or any combination thereof, in an amount that exceeds [two times] the periodic rent.

 (c) The limit established in subsection (b) does not include the first month’s rent or fees.

 (d) Except as otherwise provided by law other than this [act], if a tenant keeps a pet on the premises or is permitted by the lease to make alterations to the premises, the landlord may require the tenant to pay an additional security deposit in an amount commensurate with the additional risk of damage to the premises.

##  SECTION 1202. LANDLORD, TENANT, AND THIRD-PARTY INTERESTS IN SECURITY DEPOSIT.

 (a) The following rules apply to a landlord’s interest in a security deposit:

 (1) The landlord’s interest is limited to a security interest.

 (2) Notwithstanding law other than this [act], the landlord’s security interest is effective against and has priority over each creditor of and transferee from the tenant.

 (3) Subject to subsection (c), a creditor of and transferee from the landlord can acquire no greater interest in a security deposit than the interest of the landlord.

 (b) The following rules apply to a tenant’s interest in a security deposit:

 (1) Notwithstanding law other than this [act], the tenant’s interest has priority over any right of setoff the bank in which the account is maintained may have for obligations owed to the bank other than charges normally associated with the bank’s maintenance of the account.

 (2) The tenant’s interest is not adversely affected if the deposit is commingled with the deposits of other tenants.

 (3) The effect of commingling other than that allowed in paragraph (2) is determined by law other than this [act].

 (c) Subsection (a)(3) does not abrogate generally applicable rules of law enabling a transferee of funds to take the funds free of competing claims.

##  SECTION 1203. SAFEKEEPING OF SECURITY DEPOSIT.

(a) With respect to funds constituting a security deposit, a landlord:

 (1) shall maintain the ability to identify the funds:

 (A) by holding the funds in a bank account that is used exclusively for security deposits, that is maintained with a bank doing business in this state, and the title of which indicates that it contains security deposits; and

 (B) by maintaining records that indicate at all times the amount of the funds attributable to each tenant whose funds are being held in the account; and

 (2) may commingle the funds received from other tenants as security deposits in the same bank account but may not commingle other funds, including the landlord’s personal or business funds, in the account.

 (b) If a landlord fails to comply with subsection (a), the tenant may recover actual damages or [one times] the periodic rent, whichever is greater.

 (c) A bank in which a landlord deposits funds constituting a security deposit has no duty to ensure that the landlord properly applies the funds.

 (d) Unless a lease provides otherwise, the landlord is not required to deposit a security deposit into an interest-bearing account or to pay the tenant interest on the deposit.

***Legislative Note:*** *A state that wishes to require interest on a security deposit should delete subsection (d) and replace it with a provision governing the parties’ rights regarding the interest.*

##  SECTION 1204. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED RENT ON TERMINATION OF LEASE.

 (a) After termination of a lease, the tenant is entitled to the amount by which the security deposit and any unearned rent exceeds the amount the landlord is owed under the lease or this [act].

 (b) Not later than [30] days after a lease terminates and the tenant vacates the premises, the landlord shall determine the amount the landlord believes the tenant is entitled to under subsection (a) and:

 (1) tender that amount to the tenant or, if the tenant has died, the tenant representative;

 (2) send that amount by first-class mail, postage prepaid, to an address provided by the tenant or, if the tenant has died, the tenant representative or, in the absence of that address, to the relevant address specified in Section 109; or

 (3) cause a funds transfer in that amount to be made, with the cost of transfer paid, to a bank account designated by the tenant or, if the tenant has died, the tenant representative.

 (c) If the amount under subsection (b) is less than the sum of the tenant’s security deposit and any unearned rent, the landlord shall provide the tenant or tenant representative, within the period specified under subsection (b), a record specifying each item of property damage or other unfulfilled obligation of the tenant to which the security deposit or unearned rent was applied and the amount applied to each item.

 (d) If the amount to which the tenant is entitled under subsection (a) is greater than the amount paid to the tenant or tenant representative, the tenant or tenant representative may recover the difference.

 (e) If a landlord fails to comply with subsection (b) or (c), the court may award the tenant or tenant representative, in addition to any amount recoverable under subsection (d), $[250] or [two times] the amount recoverable under subsection (d), whichever is greater, unless the landlord’s only noncompliance was the failure to comply with subsection (b)(2) as a result of the inadvertent failure to pay the cost of postage or transmission or to use the proper address.

 (f) If a security deposit and unearned rent held by a landlord are insufficient to satisfy the tenant’s obligations under the lease and this [act], the landlord may recover from the tenant the amount necessary to satisfy those obligations.

##  SECTION 1205. DISPOSITION OF SECURITY DEPOSIT ON TERMINATION OF LANDLORD INTEREST IN PREMISES.

 (a) When a landlord’s interest in the premises terminates, the landlord:

 (1) if the lease continues, not later than [30] days after the termination of the landlord’s interest, shall transfer to the person succeeding the landlord’s interest in the premises any security deposit being held by the landlord and notify the tenant in a record of the successor’s name and address, the amount transferred, and any claim previously made against the security deposit; or

 (2) if the lease terminates as a result of the termination of the landlord’s interest, shall comply with Section 1204.

 (b) If a landlord dies before the termination of the lease, the personal representative of the landlord’s estate becomes the landlord until the premises are distributed to the successor. If the premises are distributed to the successor before the termination of the lease, the security deposit held by the representative must be transferred to the successor and the representative shall notify the tenant in a record of the successor’s name and address, the amount transferred to the successor, and any claim previously made against the security deposit. If the premises are not distributed to the successor before the termination of the lease, the representative shall comply with Section 1204.

 (c) If a landlord or personal representative of the landlord’s estate complies with subsection (a) or (b), the landlord or the estate has no further liability with respect to the security deposit.

 (d) Except as otherwise provided in subsection (e), a successor to a landlord’s interest in the premises has all rights and obligations of the landlord under this [act] with respect to any security deposit held by the predecessor landlord which has not been returned to the tenant, whether or not the security deposit was transferred or distributed to the successor.

 (e) If a landlord’s interest is terminated by foreclosure, the successor’s liability under subsection (d) is limited to the security deposit received by the successor.

# [ARTICLE] 13

# MISCELLANEOUS PROVISIONS

SECTION 1301. UNIFORMITY OF APPLICATION AND CONSTRUCTION. In applying and construing this uniform act, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it.

SECTION 1302. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. This [act] modifies, limits, or supersedes the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but does not modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section 7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15 U.S.C. Section 7003(b).

 SECTION 1303. APPLICATION. This [act] applies only to a lease made on or after [the effective date of this [act]].

SECTION 1304. REPEALS; CONFORMING AMENDMENTS. The following are repealed:

 (a) . . . .

 (b) . . . .

 (c) . . . .

***Legislative Note:*** *If a state desires to adopt in whole or in part only one or more of Article 6, 7, 8, 10, 11, or 12 of the Revised Uniform Residential Landlord and Tenant Act (2015), the cross-references set forth in the Appendix may serve as an adoption guide.*

*In addition to the specific sections designated below, the Revised Uniform Residential Landlord and Tenant Act (2015) contains a number of “General Provisions” that provide overarching principles applicable throughout the act. Accordingly, jurisdictions that have not enacted the 1972 version of the act may wish to include some or all of those provisions, which include: Section 103 (Scope), Section 104 (Enforcement; Duty to Mitigate); Section 105 (Obligation of Good Faith), Section 106 (Unconscionability), Section 107 (Knowledge and Notice), Section 110 (Principles of Law and Equity) and Section 205 (Attorney’s Fees). Jurisdictions that enacted the 1972 version of the act may wish to consider the minor modifications made in the 2015 act to Sections 103 and 107, as well as the substantially different approach taken to attorney’s fees in Section 205.*

SECTION 1305. EFFECTIVE DATE. This [act] takes effect on . . . .

## APPENDIX

**REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**

**ACCESS TO DWELLING UNIT**

 **SECTION 1. DEFINITIONS.**

 [Article] 1, Section 102(2), (4), (8), (9), (11), (12), (16), (17), (18), (19), (20), (21), (22), (23), (26), (27), (28), (29), (33), and (34).

 Related Definition: [Article] 1, Section 102(10).

 Related Sections: [Article] 1, Section 107(b); [Article] 3, Section 302; and [Article] 10, Section 1001.

 **SECTION 2. LANDLORD ACCESS TO DWELLING UNIT.**

 [Article] 7, Section 701.

 Related Section: [Article] 6, Section 604.

 **SECTION 3. REMEDIES FOR ABUSE OF ACCESS.**

 [Article] 7, Section 702.

**REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**

**TENANT ABANDONMENT OF DWELLING UNIT**

**SECTION 1. DEFINITIONS.**

 [Article] 1, Section 102(2), (7), (8), (9), (10), (11), (12), (16), (17), (18), (19), (20), (22), (23), (24), (25), (26), (27), (29), (33), (34), and (36).

 Related Sections: [Article] 1, Section 107(b) and Section 108; and [Article] 3, Section 302(b) and 304.

**SECTION 2. TENANT ABANDONMENT OF DWELLING UNIT.**

 [Article] 6, Section 604.

 Related Section: [Article] 12, Section 1204.

**REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**

**DEATH OF TENANT**

 **SECTION 1. DEFINITIONS.**

 [Article] 1, Section 102(2), (5), (8), (9), (11), (12), (16), (17), (18), (19), (20), (22), (23), (24), (26), (27), (29), (32), (33), (34), (35), and (37).

 Related Sections: [Article] 1, Section 107(b); and [Article] 8, Section 801.

 **SECTION 2. DEATH OF TENANT.**

 [Article] 8, Section 803.

 **SECTION 3. REMOVAL OF PERSONAL PROPERTY OF DECEASED TENANT BY TENANT REPRESENTATIVE.**

 [Article] 10, Section 1002.

 Related Section: [Article] 10, Section 1001.

 **SECTION 4. DISPOSITION OF PERSONAL PROPERTY OF DECEASED TENANT WITHOUT TENANT REPRESENTATIVE.**

 [Article] 10, Section 1003.

 Related Sections: [Article] 1, Section 109; and [Article] 10, Section 1001.

**REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**

**DISPOSITION OF TENANT PERSONAL PROPERTY**

 **SECTION 1. DEFINITIONS.**

 [Article] 1, Section 102(2), (5), (7), (8), (9), (11), (12), (16), (17), (18), (19), (20), (22), (23), (24), (25), (26), (27), (29), (31), (33), (34), (35), (36), and (37).

 Related Sections: [Article] 1, Sections 107(b) and 109; [Article] 6, Section 604; [Article] 8, Section 803(d); and [Article] 12, Section 1204.

 **SECTION 2. DISPOSITION OF TENANT PERSONAL PROPERTY ON TERMINATION OR ABANDONMENT.**

 [Article] 10, Section 1001.

 **SECTION 3. REMOVAL OF DECEASED TENANT PERSONAL PROPERTY BY TENANT REPRESENTATIVE.**

 [Article] 10, Section 1002.

 **SECTION 4. DISPOSITION OF DECEASED TENANT PERSONAL PROPERTY WITHOUT TENANT REPRESENTATIVE.**

 [Article] 10, Section 1003.

**REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**

**EFFECT OF DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING,**

**OR SEXUAL ASSAULT**

 **SECTION 1. DEFINITIONS.**

 [Article] 1, Section 102(1), (2), (7), (8), (9), (11), (12), (15), (16), (17), (18), (19), (20), (21), (22), (23), (24), (25), (26), (27), (29), (31), (32), (33), (34), (36), and (37); and

 [Article] 11, Section 1101.

 Related Sections: [Article] 1, Section 107(b); [Article] 3, Section 304; [Article] 9, Section 901(b); [Article] 10, Section 1001; and [Article] 12, Section 1204.

 **SECTION 2. EARLY RELEASE OR TERMINATION OF LEASE.**

 [Article] 11, Section 1102.

 **SECTION 3. LANDLORD OBLIGATIONS ON EARLY RELEASE OR TERMINATION.**

 [Article] 11, Section 1103.

 **SECTION 4. VERIFICATION.**

 [Article] 11, Section 1104.

 **SECTION 5. PERPETRATOR’S LIABILITY FOR DAMAGES.**

 [Article] 11, Section 1105.

 **SECTION 6. CHANGE OF LOCK OR OTHER SECURITY DEVICE.**

 [Article] 11, Section 1106.

 **SECTION 7. EFFECT OF COURT ORDER TO VACATE.**

 [Article] 11, Section 1107.

 **SECTION 8. TERMINATION OF TENANCY OF PERPETRATOR WITHOUT COURT ORDER.**

 [Article] 11, Section 1108.

 **SECTION 9. LANDLORD CONDUCT WITH RESPECT TO VICTIM.**

 [Article] 11, Section 1109.

 Related Section: [Article] 9, Section 901.

**REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**

**SECURITY DEPOSITS, FEES, AND UNEARNED RENT**

 **SECTION 1. DEFINITIONS.**

 [Article] 1, Section 102(2), (3), (5), (7), (8), (9), (11), (12), (13), (16), (17), (18), (19), (20), (21), (22), (23), (24), (25), (26), (27), (29), (30), (32), (33), (34), (35), and (36).

 Related Sections: [Article] 1, Sections 108 and 109.

 **SECTION 2. PAYMENT REQUIRED AT THE COMMENCEMENT OF TERM OF LEASE.**

 [Article] 12, Section 1201.

 **SECTION 3. LANDLORD, TENANT, AND THIRD PARTY INTERESTS IN SECURITY DEPOSIT.**

 [Article] 12, Section 1202.

 **SECTION 4. SAFEKEEPING OF SECURITY DEPOSIT.**

 [Article] 12, Section 1203.

 **SECTION 5. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED RENT ON TERMINATION OF LEASE.**

 [Article] 12, Section 1204.

 **SECTION 6. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED RENT ON TERMINATION OF LANDLORD INTEREST IN PREMISES.**

 [Article] 12, Section 1205.