

DRAFT

FOR DISCUSSION ONLY

REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT (2015)

NATIONAL CONFERENCE OF COMMISSIONERS

ON UNIFORM STATE LAWS

MEETING IN ITS ONE-HUNDRED-AND-TWENTY-FOURTH YEAR
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REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT (2015)

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NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

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June 5, 2015

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REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT (2015)

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

2 **ARTICLE 1**

3 **GENERAL PROVISIONS**

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

6 **Comment**

7 The provisions of this act are largely non-default rules. Thus, they apply unless the
8 provision stating the rule expressly provides that it may be varied by other law or by agreement
9 of parties. For example, Section 104(b) provides that a party seeking relief under this [act] has a
10 duty to mitigate damages. This provision cannot be waived by the mutual agreement of the
11 landlord and tenant.

12 **SECTION 102. DEFINITIONS.** In this [act]:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 (11) “Fees” means amounts payable by a tenant to a landlord which the landlord has no
7 obligation to account for or return to the tenant. The term does not include rent or a security
8 deposit.

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

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

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

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

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

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

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

22 (16) “Landlord” means:

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

1 (B) a successor in interest to the landlord;

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

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

6 (i) the tenant has been given notice in a record that complies with Section
7 108(c) and (d); or

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

10 (17) "Law" includes statutes, case law, administrative actions, and legislative acts of
11 local governments.

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

18 (19) "Notice in a record" means notice that complies with the requirements of Section
19 107(b).

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

21 (A) legal title to the premises; or

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

23 (21) "Periodic rent" means the amount payable each month under a tenancy for a fixed

1 term or a periodic tenancy for month to month or payable each week under a periodic tenancy for
2 week to week. If rent is payable annually, periodic rent is the amount of the annual rent divided
3 by 12.

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

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

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

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

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

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

19 (28) "Repairs" includes remediations.

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

23 (30) "Security interest" means an interest in personal property which secures payment or

1 performance of a tenant's obligations under a lease or this [act].

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

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

4 (B) to attach to or logically associate with the record an electronic symbol,
5 electronic-mail address, or other identifying header, sound, or process.

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

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

11 (34) "Tenant" means:

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

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

15 (C) an individual authorized to occupy the unit by a person described in paragraph
16 (A) or (B) who is not an individual.

17 (35) "Tenant representative" means:

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

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

22 (36) "Unearned rent" means rent, including prepaid rent, that a tenant paid to a landlord
23 for the right to possession of the dwelling unit for any period after the date the lease terminates in

1 accordance with its terms or this [act]. The term does not include an amount, including rent,
2 owed to the landlord for a period before or after the date the lease terminates during which the
3 tenant is in physical possession of the premises.

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

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

12 **Comment**

13
14 The definition of “actual damages” (paragraph (2)) was revised in this act to include fees
15 payable to a landlord or tenant under a lease for a violation of the lease. The definition also
16 includes “diminution in the value of a dwelling unit.” This latter phrase is defined in paragraph
17 (7), which emphasizes that diminution in value is to be “determined by a court based upon
18 evidence that need not include expert testimony.” As a result, landlord and tenants are not
19 required to hire real estate appraisers or other experts to give an expert opinion regarding the
20 value of a dwelling unit; they instead may testify as to their own opinions regarding the dwelling
21 unit’s value in light of the landlord’s noncompliance.

22
23 The definition of criminal act (paragraph (6)) includes certain defined activities relating
24 to controlled substances that are “criminal under law other than this [act].” Such law could
25 include federal law even if that law conflicts with state law. This is appropriate because of the
26 risk of forfeiture of the landlord’s property if the landlord permits such activities on the premises.

27
28 The definition of “fees” (paragraph (11)) includes nonrefundable payments made by the
29 tenant to the landlord. Common examples include application fees, cleaning fees, short-term
30 lease fees, late-payment fees, dishonored check fees, credit card or other payment processing
31 fees, abandonment fees, special amenities fees, pet fees, or fees assessed for violating pet
32 policies or other rules governing the tenancy.

33
34 The definition of “landlord” (paragraph (16)) includes not only the owner of the dwelling
35 unit, but also any person -- such as a management company -- that enters into a lease on behalf of
36 a landlord without making all of the disclosures required by Section 108. In that situation, the
37 management company qualifies as a “landlord” and has all of the rights and responsibilities of a
38 landlord under the act. Conversely, if a management company has disclosed the owner and the

1 other information required by Section 108 to the tenant, only the owner is the “landlord” and the
2 management company is merely the landlord’s agent for purposes of this act. Subparagraphs
3 (16)(D)(i) and (ii) provide the procedures for a person in that situation to be relieved of liability
4 under the act. For example, if after entering into the lease on behalf of the undisclosed owner the
5 identity of the owner is disclosed, the manager would no longer be the landlord as to events
6 occurring after the tenant received a notice in a record disclosing the owner’s identity and the
7 other information required by Sections 108(c) and (d), such as the owner’s addresses.
8

9 Local governments often enact laws that affect the landlord-tenant relationship.
10 Paragraph (17) defines law to include these laws. The definition replicates the provision in
11 Section 1(4) of the Uniform Marketable Title Act (1990).
12

13 The definition of “lease” (paragraph (18)) includes all rules of the landlord disclosed
14 under Section 108(b)(4) prior to the landlord’s acceptance of funds from the tenant or before
15 entering into the lease as well as later adopted rules of the landlord adopted under Section 304.
16 Rules of other persons that apply to the dwelling unit, such as rules of a condominium
17 association or a homeowner’s association, are not part of the lease even though they affect the
18 tenant’s use and enjoyment of the premises. See Section 305 for the rights of a tenant whose use
19 and enjoyment of the dwelling unit is affected by the rules of persons other than the landlord,
20 including homeowners, cooperative, or condominium associations.
21

22 The definition of “owner” (paragraph (20)) includes a mortgagee in possession. It would
23 not include a mortgagee in a title theory state unless the mortgagee became entitled to
24 possession.
25

26 The definition of “premises” (paragraph (24)) includes a tenant’s dwelling unit and the
27 structure of which it is a part, as well as any areas associated with the structure held out for the
28 use of tenants generally. The definition was broadly written to cover both the exterior and
29 interior of a structure and any fixtures, facilities, and appurtenances to it, such as parking areas.
30

31 Portions of a structure not owned by the landlord are not part of the “premises.” For
32 example, if the dwelling unit is a condominium located in a 40-story building, the premises do
33 not include the common areas of the building. If the landlord owned an assigned parking space in
34 the structure that is leased to the tenant, then the space would be included within the term
35 “premises.”
36

37 Prepaid rent (paragraph (25)) is rent paid before the first day of the rental period to which
38 it is to be applied. For example, assume on November 1 a landlord and tenant agree to the lease
39 of a dwelling unit with the term to begin the following January 1 at a monthly rent of \$500.
40 Tenant gives the landlord a check for \$1,000 to cover the January rent and the security deposit of
41 \$500. From November 1 until January 1, the \$500 for January’s rent is “prepaid rent.” After,
42 January 1 it is not prepaid rent.
43

44 The definition of “tenant” (paragraph (34)) recognizes that some leases are entered into
45 by business entities for their employees or by a trust on behalf of a beneficiary. For example, an
46 LLC might rent an apartment for a member or a manager. Both the LLC and the member or

1 manager are tenants, the latter because the member or manager has been authorized to occupy
2 the dwelling unit by the LLC; the former because it is legally entitled to possession under the
3 lease. In addition the definition treats as the tenant any assignee or sublessee who enters
4 possession with the landlord's consent. By doing so, the definition makes clear that duties are
5 owed from the landlord to the assignee and sublessee and vice versa.

6
7 The definition of "unearned rent" (paragraph (36)) contemplates two circumstances
8 where a refund will be due a tenant because the lease terminated. The first circumstance is
9 where "rent" (defined in paragraph (27)) was paid to the landlord on its due date but for any
10 period of time beyond the date the lease terminates. For example, assume a one-year lease with
11 rent payable on the first of each month. The tenant pays rent to the landlord on April 1 for the
12 month of April. However on April 10 the tenant properly terminates the lease. In this case
13 "unearned rent" includes the amount of rent attributable to the period April 11 to April 30.
14 Because rent is apportioned on a daily basis (see Section 201(b)(2)(B)), this means that two-
15 thirds of the April 1st payment would be "unearned rent." The second circumstance is where
16 "prepaid rent" (defined in paragraph (25)) was paid to the landlord for a rental period beyond the
17 date the lease terminates. For example, suppose before the commencement of the lease a tenant
18 pays the landlord an amount for the last month's rent. Three months into the lease tenant
19 properly terminates the lease. In this case, "unearned rent" includes the prepaid rent for the last
20 month. In both examples, Section 1204 requires unearned rent to be returned by the landlord to
21 the tenant after taking account of any proper charges against the unearned rent as set forth in
22 Section 1204.

23
24 The phrase "unearned rent" does not include rent for any period beyond the lease
25 termination during which the tenant is in physical possession of the premises. For example,
26 suppose tenant signs a fixed term lease to end on December 31. The tenant pays the landlord the
27 last month's rent (December rent) at the beginning of the lease term. Because of the tenant's
28 failure to pay rent, the landlord properly terminates the lease on October 1 but the tenant remains
29 in possession until November 5. Unearned rent includes the prepaid rent for December but does
30 not include any rent that might be due the landlord for October and the first five days of
31 November. Under Section 1204, the landlord is obligated to return the unearned rent (along with
32 any security deposit) to the tenant. However under Section 1204(a) and (d), the landlord may
33 reduce the amount returned by amounts of "unfilled obligations" to which the unearned rent was
34 applied and this could include the rent due for October and the five days in November if not
35 already paid.

36
37 The date on which a lease terminates is determined by the lease or this act. For example,
38 for a fixed term tenancy or a periodic tenancy, the lease terminates on the last day of the term or
39 the period unless the lease or this act allows for an earlier termination date. Under this act, a
40 lease can terminate for any number of other reasons. Because termination requires notice in a
41 record that specifies the termination date, the date of termination is easily determined from the
42 notice. For example, under Section 601(a)(2) (allowing a landlord to terminate the tenancy for a
43 material noncompliance by the tenant, other than the nonpayment of rent) the notice must set
44 forth a specified date for termination not earlier than [30] days after the giving of the notice. If
45 there is any unearned rent due the tenant, it would be for the period following the date of
46 termination in the notice assuming the tenant timely vacated the premises.

1 **SECTION 103. SCOPE.**

2 (a) In this section:

3 (1) “transient occupancy” means occupancy in a room or suite of rooms which
4 has the following characteristics:

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

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

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

9 (2) “occupancy as a vacation rental” means occupancy that has the following
10 characteristics:

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

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

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

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

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

19 (1) residence at an institution, public or private, if incidental to the provision of
20 medical, mental health, geriatric, counseling, educational, religious, disability, or similar service;

21 (2) residence at an institution, public or private, if incidental to detention;

22 (3) occupancy under a contract of sale of, or an option to purchase, a dwelling
23 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;

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

(5) transient occupancy;

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

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

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

(9) occupancy as a vacation rental; and

(10) a lease of real property by its owner to another person that owns a manufactured or mobile home sited on the real property.

Comment

This section is based upon URLTA (1972) § 1.202. It expands the exclusions from the act to include vacation rentals and the leasing of real property to another person who owns a manufactured or mobile home situated on the real property. Thus, if O owns a land-lease community (a/k/a mobile home park) and leases space to T who places a manufactured or factory-built home on the space, that ground lease is not subject to this act. However, if T later leases the home to X, the T-X lease is subject to this act. Likewise, if the owner of the land-lease community sites a manufactured home on the space and leases the home to another person, that lease would be subject to this act.

Paragraph (10) refers to a manufactured or mobile home. A manufactured home is a home defined by the federal Manufactured Housing Act, 42 U.S.C. § 5402(6) and Uniform Commercial Code § 9-102(a)(53). A mobile home refers to a manufactured or factory-built home built before June 15, 1976, which was the effective date of HUD's construction standards for manufactured homes.

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.

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

2 **Comment**

3
4 Under the common law a landlord had no duty to mitigate damages. The no-mitigation
5 rule was abrogated by the 1972 version of this act (URLTA (1972 § 1.105(a)), and this act is
6 consistent with that policy choice and the conceptualization of the lease as a contract. Unlike the
7 1972 act, however, this act provides a safe harbor in Section 604 for a landlord who makes
8 reasonable efforts to relet the dwelling unit following a tenant's abandonment.

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

11 **Comment**

12
13 This section incorporates the good faith requirement included in URLTA (1972) § 1.302
14 although the language has been revised.

15
16 The ability to seek a remedy, exercise a right, or claim a defense under this act requires
17 that the individual seeking the right, remedy, or defense have acted in good faith. Good faith as
18 defined by Section 102(14) means "honesty in fact and the observance of reasonable commercial
19 standards of fair dealing." By way of example, a tenant under Section 901 may have the right to
20 complain of a retaliatory termination of a periodic tenancy if the notice to terminate follows on
21 the heels of the tenant's complaint to a governmental agency. However, the tenant would have
22 no such right if the tenant's complaint was not in good faith. Similarly, Section 1001 requires a
23 landlord to store a tenant's personal property under the circumstances set forth in that section. If
24 the landlord complies with that section, the landlord has a defense against another person who
25 claims an interest in that property. But, in light of this section, that defense is available only if
26 the landlord acted in good faith.

27 **SECTION 106. UNCONSCIONABILITY.**

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

32 (b) If a court, as a matter of law, finds a settlement agreement in which a party waived or
33 agreed to forego a claim or right under this [act] or under a lease was unconscionable at the time
34 it was made, the court may refuse to enforce the agreement, enforce the remainder of the

1 agreement without the unconscionable provision, or limit application of the unconscionable
2 provision to avoid an unconscionable result.

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

6 **Comment**

7 This section is essentially the same as URLTA (1972) § 1.303.

8 **SECTION 107. KNOWLEDGE AND NOTICE.**

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

10 (1) has actual knowledge of the fact;

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

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

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

16 (1) delivered personally to the landlord or tenant;

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

18 (A) if sent to the landlord, to the mailing address specified under Section
19 108;

20 (B) if sent to the tenant, to the mailing address specified under Section
21 109, or

22 (C) if there is no address specified, to an address reasonable under the
23 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:

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

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

(C) if there is no address 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 (b)(3).

Comment

This section is essentially the same as URLTA (1972) § 1.304. It includes, however, a new concept relating to "notice in a record" and is updated to reflect the increasing use of electronic notices.

A number of sections in this act require either a landlord or a tenant to give the other notice in a record. When "notice in a record" is required, it must be given in accordance with subsection (b).

Subsection (b) provides that notice shall be given by personal delivery, through the mail, or "by another means of communication." This latter phrase is broadly worded so that it would include electronic transmissions and other forms of communication that may emerge in the future.

Under subsection (d)(1), a person receives notice when the fact comes to the person's

1 attention. A fact might come to the person's attention as the result of face-to-face conversation,
2 the telephone, or by a receipt of a record.

3
4 **SECTION 108. REQUIRED DISCLOSURES BY LANDLORD.**

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

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

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

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

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

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

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

24 (1) the name of:

25 (A) the landlord;

1 (B) any person authorized to manage the premises;
2 (C) the owner of the premises; and
3 (D) any person authorized to act for the owner for service of process and
4 receiving a notice or demand;
5 (2) the mailing address and any address to be used for the receipt of electronic
6 communications by the landlord or any person designated by the landlord to which a notice or
7 demand must be sent; and
8 (3) the address to, or the method by, which the tenant must deliver rent.
9 (d) A landlord shall keep current the information required to be given by subsection (c).
10 (e) If the premises were in foreclosure before a landlord and tenant entered into a lease
11 and the disclosure required by subsection (b)(2) was not made, the tenant may recover actual
12 damages resulting from the foreclosure.

13 **Comment**

14
15 This section and the following section greatly expand on the provisions of URLTA
16 (1972) § 2.102 relating to disclosures by a landlord.
17

18 Subsection (b)(1) imposes upon the landlord a duty to inform a prospective tenant of any
19 conditions that would make the premises uninhabitable or present an unreasonable risk of harm.
20 These conditions would include the standards for uninhabitability enumerated in Section 302 as
21 well as additional hazards.
22

23 Subsection (b)(2) applies when a judicial action or non-judicial proceeding has
24 commenced to foreclose a mortgage. The terms “action” and “proceeding” contemplate conduct
25 beyond simply giving a notice of default. If the landlord failed to make the “foreclosure”
26 disclosure required by subsection (b)(2), subsection (e) would not apply unless the tenant’s use
27 and enjoyment of the premises had been interfered with as a result of the foreclosure. For
28 example, such damages might occur if the premises were sold and the tenant was required to
29 vacate the premises.
30

31 Subsection (b)(4) requires the landlord to disclose to a prospective tenant any rules
32 affecting the tenant’s use and enjoyment of the premises whether adopted by the landlord or
33 others. For example, the rented unit may be subject to externally imposed rules of a homeowners
34 or condominium association.

1 The purpose of subsection (c) is to enable the tenant to proceed with the appropriate legal
2 proceeding, to know to whom complaints must be addressed and, failing satisfaction, against
3 whom the appropriate legal proceedings may be instituted.
4

5 No specific remedies are provided for the failure to provide the information required by
6 subsections (c) and (d). If a landlord fails to provide an address to the tenant, however, the
7 landlord might not receive the rent in a timely manner.
8

9 **SECTION 109. REQUIRED DISCLOSURES BY TENANT.**

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

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

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

21 **Comment**

22
23 No specific remedies are provided for the failure to provide the information required by
24 this section. If a tenant fails to provide an address to the landlord, however, the tenant might not
25 receive timely notices or the refund of a security deposit.
26

27 The prior act had no provisions on a tenant's required disclosures to a landlord.
28

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

1 **Comment**

2
3 This section is essentially the same as URLTA (1972) § 1.103.
4

5 In light of this section, contract principles generally apply to the construction and
6 interpretation of leases, including provisions relating to mutuality or dependency of lease
7 covenants. By construing leases as contracts, for example, performance of promises the landlord
8 and tenant make to each other are dependent upon one another. Thus, the tenant's promise to pay
9 rent is conditioned upon (dependent upon) the landlord's compliance with Section 302.
10

11 **ARTICLE 2**

12 **GENERAL PROVISIONS APPLICABLE TO LEASE**

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

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

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

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

21 (2) rent is:

22 (A) payable without demand or notice:

23 (i) at the address or place the landlord designates under Section
24 108(c)(3) or, if no designation is made, at the landlord's place of business at the time the lease
25 was made; and

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

28 (B) uniformly apportioned from day to day; and

(3) the rental period is determined 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 one 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.

Comment

This section is consistent with URLTA (1972) § 1.401 but adds subsection (d) and (e).

Under subsection (c), tenancies at will are effectively abolished; the only recognized tenancies, other than a tenancy for a fixed term, are a periodic tenancy for month to month or the less common periodic tenancy for week to week.

Subsection (b) applies when the lease inadvertently fails to fix the amount of rent as might be the case for oral leases.

Subsection (d) requires the landlord to provide the tenant with a copy of an enforceable lease whether signed by both of them or only one of them. Obviously the subsection does not apply to oral leases which can be given effect under Section 202(c).

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 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 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) In the absence of 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 reservation of rights and the landlord accepts rent from the tenant without reservation of rights, the tenancy created is a periodic tenancy for week to week in the case of a tenant that pays rent weekly and in all other cases a periodic tenancy for month to month.

Comment

This section is the same as URLTA (1972) § 1.402 with the exception of subsection (c). Under subsection (c), a periodic tenancy of week to week or month to month is created in the absence of a signed lease.

SECTION 203. PROHIBITED PROVISIONS IN LEASE.

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

- (1) 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

1 law other than this [act] or indemnify the landlord for the liability and the costs connected with
2 the liability.

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

7 **Comment**

8
9 With the exception of subsection (b), this section follows URLTA (1972) § 1.403.

10
11 Under Section 1001 a landlord has the obligation to take possession of a tenant's personal
12 property on the premises when the tenant vacates the dwelling unit. In light of subsection (a)(1)
13 this obligation cannot be waived in the lease. However, under Section 1001(b), the landlord and
14 tenant could otherwise agree if their agreement was made at the time of the relinquishment of the
15 dwelling unit.

16
17 The duty to mitigate is one of the rights and remedies that may not be waived under
18 subsection (a).

19
20 A landlord might inadvertently use a standard form lease which includes a prohibited
21 provision that had not been revised after enactment of this act. Under subsection (b), the
22 landlord, in such case, would only be liable for damages if the landlord sought to enforce the
23 unenforceable provision or accepts the tenant's voluntarily compliance with it.

24 **SECTION 204. SEPARATION OF RENT FROM LANDLORD DUTIES**

25 **PROHIBITED.** A lease, assignment, sublease, conveyance, trust deed, or security instrument
26 may not authorize a person to receive rent without assuming the duties imposed on the landlord
27 by the lease or Section 302.

28 **Comment**

29
30 This provision essentially is the same as URLTA (1972) § 1.404.

31
32 The mere assignment of rent as security does not subject the assignee to the landlord's
33 obligations to maintain the premises. However, if the assignee actually receives the rent, then
34 that obligation would arise. Section 204 is inconsistent with Section 13 of the Uniform
35 Assignment of Rents Act. Section 13 of the UARA is more appropriately applied to commercial

1 rather than residential leases.

2 **SECTION 205. ATTORNEY’S FEES AND COSTS.**

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

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

6 (2) substantially prevailed in defending against a right or remedy asserted by the
7 other party.

8 (b) In an action to enforce a right or remedy arising under a lease or this [act], the court
9 shall award the prevailing party costs. If the court determines that the other party did not act in
10 good faith, willfully performed an act prohibited by the lease or this [act], or willfully refrained
11 from performing an act required by the lease or this [act], the court may award the prevailing
12 party reasonable attorney’s fees.

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

15 **Comment**

16
17 Under URLTA (1972) various sections had provisions relating to attorney fees. Under
18 this act, this section is the exclusive provision relating to attorney fees and essentially adopts the
19 prevailing party rule.

20
21 **ARTICLE 3**

22 **LANDLORD DUTIES**

23 **SECTION 301. DELIVERY OF POSSESSION OF DWELLING UNIT TO**

24 **TENANT.** A landlord shall deliver physical possession of the dwelling unit to the tenant at the
25 commencement of the term of the lease.

1 **Comment**

2
3 This provision is consistent with URLTA (1972) § 2.103.
4

5 This section, like the 1972 act before it, adopts the position that actual possession, as
6 distinguished from a mere legal right to possession, must be delivered to the tenant at the
7 commencement of the term of the lease. In this act, however, the word “physical” is substituted
8 for the word “actual” because physical is more descriptive.
9

10 The term of the lease commences on the date the tenant is first entitled to possession.
11 Thus, if a lease is signed on July 1 for a term to begin on August 1, the commencement date is
12 August 1. The landlord’s obligation to deliver physical possession, therefore, begins on August
13 1.
14

15 **SECTION 302. LANDLORD DUTY TO MAINTAIN PREMISES IN HABITABLE**
16 **CONDITION.**

17 (a) A landlord has a nonwaivable duty to maintain the dwelling unit and the premises of
18 which the unit is a part in a habitable condition, including making necessary repairs. The duty
19 requires the landlord to ensure that the premises:

20 (1) comply with all obligations imposed on the landlord by any applicable
21 building, housing, fire, or health code or other law;

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

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

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

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

30 (6) have electrical lighting with wiring and electrical equipment that conform to

1 applicable law and are maintained in good working order;

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

5 (8) to the extent the premises include a common area or other areas under the
6 landlord's control, have the area safe for normal and reasonably foreseeable use consistent with
7 the lease and in good repair, have the area clean and sanitary, and have reasonable measures in
8 place to control the presence in the area of debris, filth, rubbish, garbage, and the items listed in
9 paragraph (7);

10 (9) have an adequate number of appropriate receptacles in clean condition for
11 garbage, rubbish, and, if recycling service is provided or required by law, recyclable material;

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

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

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

19 (13) have maintained in good working order any safety equipment required by
20 applicable law.

21 (b) A landlord has the duty to ensure the dwelling unit and the premises of which the unit
22 is a part have access to essential services but the lease may require an account with a utility
23 provider of an essential service to the unit be in the name of the tenant and the tenant pay the

1 periodic cost for the essential service to the unit. If the service is not provided because the
2 tenant fails to pay for the service, the landlord does not fail to comply with this subsection.

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

6 **Comment**

7
8 This section somewhat expands the provisions of URLTA (1972) § 2.104 and importantly
9 adds subsection (b) relating to the provision and payment of essential services. However, as
10 explained below, section 2.104(c) and (d) of the prior act have been deleted.

11
12 Consistent with the practice of nearly every state, Section 302 recognizes that modern
13 conditions require the proper maintenance and operation of rental housing. Subsection (a) begins
14 with the statement that there is a nonwaivable duty to maintain premises in a habitable condition.
15 Thus, the duty can neither be waived nor shifted to the tenant by an agreement between the
16 landlord and tenant to have the tenant perform any of the landlord's duties relating to
17 habitability. The 1972 act contained several provisions that permitted the landlord and tenant to
18 enter into an agreement in which the tenant would assume some of the landlord's duties in
19 limited situations or agree to do some specified repairs. Those provisions have been removed
20 from this revised act; thus, this act does not regulate such agreements beyond providing that the
21 landlord's Section 302(a) duties are nonwaivable. In other words, the landlord by a separate
22 agreement with the tenant cannot shift the landlord's duties under Section 302(a) to the tenant.

23
24 Section 302(a) sets out a number of obligations to be met by the landlord for the landlord
25 to discharge the duty to maintain premises in a habitable condition. This list is not intended to be
26 exhaustive. The more elastic "habitability" requirement in the first sentence of Section 302(a)
27 allows for expansion of this list over time if the law expands to include other matters in the
28 habitability standard. Section 501 imposes corresponding duties of cleanliness and proper use
29 within the dwelling unit upon the tenant.

30
31 Because many jurisdictions do not have building, housing, or health codes applicable to
32 rental housing, it is appropriate that this statute incorporate minimum standards of maintenance.
33 A lease could impose other maintenance obligations on the landlord. It could also impose other
34 maintenance obligations on the tenant so long as those obligations do not absolve the landlord of
35 the landlord's obligations under this section. *See* Section 203(a)(3).

36
37 Under subsection (a)(13) the landlord must maintain safety equipment required by
38 applicable law in good working order. Safety equipment might include smoke alarms, carbon
39 monoxide detectors, and fire extinguishers.

40
41 If a tenant subleases a dwelling unit with the landlord's consent then the sublessor is not a

landlord under this act. See Section 102(16). If the tenant subleases the dwelling unit without the landlord's consent, however, the sublessor is a landlord under this act. As a landlord, the sublessor is obligated to comply with the provisions of this act, including this section. However, under subsection (c), the sublessor is not required to perform duties imposed on a landlord by this section if performance of the duties would require the sublessor to access parts of the dwelling unit or premises which are beyond the sublessor's control. For example, if a subtenant's furnace ceased working but repairs would require access to a furnace outside of the dwelling unit, the sublessor would not be required to repair the furnace.

Under subsection (a), the landlord has a duty to provide and maintain *facilities* on the premises necessary to allow the tenant access to essential services, typically heat, water, sewage disposal, and electricity. Under subsection (b), the landlord also has the duty to ensure the tenant has *access* to essential services, but the costs of these services and the acquisition of these services could be shifted to the tenant by the lease. For example, the lease might require the tenant to have an account with the utility company titled in the tenant's name and to pay for the utility service. In that circumstance, a tenant cannot seek a court order for the landlord to provide the service for which the tenant has failed to pay the utility company. Likewise, the landlord is not in noncompliance with this act if the tenant fails to pay the utility bill and an essential service is discontinued.

SECTION 303. LIMITATIONS ON LANDLORD LIABILITY. Except to the extent

a landlord and tenant otherwise agree in a signed record, if the landlord conveys premises that include a dwelling unit subject to a lease in a good-faith sale to a bona fide purchaser, 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 the giving of notice in a record of the conveyance by the landlord to the tenant.

(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.

Comment

This section is adapted from URLTA (1972) § 2.105.

The effect of this section, which first appeared in the 1972 act, is to sever both privity of contract and privity of estate between the assigning landlord and the tenant.

The landlord's release from liability occurs with respect to events occurring after the later

1 of the notice to the tenant of the conveyance or the conveyance to the purchaser. If an event
2 occurred prior to that time, the landlord could be liable. For example, suppose a landlord installs
3 a defective smoke alarm and later sells the building to a bona fide purchaser. Thereafter a fire on
4 the premises injures a tenant. The evidence establishes that the tenant would not have been
5 injured if the smoke alarm had not been defective. This section would not relieve the landlord
6 from potential liability as the smoke alarm was installed prior to the sale of the building to a third
7 party.

8
9 Under paragraph (2), the landlord remains liable for the tenant's security deposit and
10 unearned rent unless the landlord complies with Section 1205 to transfer the funds to the
11 successor landlord or return them to the tenant.

12 **SECTION 304. RULES OF LANDLORD GOVERNING USE AND ENJOYMENT.**

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

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

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

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

26 **Comment**

27
28 This section governs rules adopted by the landlord. A companion section, Section 305,
29 governs rules adopted by a third party, such as a homeowner or condominium association, that
30 may apply to the leased property. This section expands URLTA § 3.102.
31

1 Rules as commonly understood apply to the manner in which the tenant may use the
2 premises such as rules relating to noise, the presence of animals, and the disposal of garbage. A
3 rule would not include agreements with respect to the length of a tenancy or the amount of rent
4 payable by a tenant.

5 **SECTION 305. RULES OF THIRD PARTIES GOVERNING USE AND**
6 **ENJOYMENT.**

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

11 (1) recover actual damages from the landlord; or

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

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

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

1 **Comment**

2
3 This section addresses rules adopted by persons other than the landlord, such as
4 homeowners and condominium associations, that may affect how the tenant can use the
5 premises. If the landlord does not disclose such rules in existence when the lease commences,
6 the tenant can seek damages or terminate the lease but only if the rule is enforced against the
7 tenant and enforcement substantially modifies the tenant's bargain. If the rule is adopted after
8 the lease commences, it is inappropriate to hold the landlord liable for damages. At the same
9 time, if the rule substantially modifies the tenant's bargain and it is enforced against the tenant, it
10 is appropriate to allow the tenant to terminate the lease.

11
12 However, subsection (c) provides that the tenant cannot terminate the lease because the
13 rule of another person has changed after the lease commenced if the lease provides that the rules
14 of another person can be modified after the lease commenced. In this case the tenant has been
15 alerted of that possibility and, thus, signed the lease with knowledge of that possibility.

16
17 The 1972 act had no provision comparable to Section 305.
18

19 **ARTICLE 4**

20 **TENANT REMEDIES**

21 **SECTION 401. NOTICE AND OPPORTUNITY TO REMEDY.** Subject to Section
22 409, if a landlord fails to comply with the lease or Section 302, the tenant has the remedies under
23 Section 402 if the tenant gives the landlord:

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

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

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

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

1 **Comment**

2
3 This section, as well as Sections 402 and 403, are based upon URLTA (1972) § 4.101.

4
5 If the cost of an essential service is payable by the tenant and the service is discontinued
6 because the tenant failed to pay the bill, the landlord is not in noncompliance with the duty to
7 provide an essential service. See Section 302(b).
8

9 **SECTION 402. NONCOMPLIANCE BY LANDLORD; GENERALLY.**

10 (a) Subject to Section 409, if a landlord's noncompliance with the lease or Section 302
11 results in the tenant not receiving an essential service, materially interferes with the health or
12 safety of the tenant or immediate family member, or materially interferes with the use and
13 enjoyment of the premises by the tenant or immediate family member and the noncompliance is
14 not remedied during the applicable period specified in Section 401, the tenant may:

15 (1) terminate the lease, as provided in Section 403; or

16 (2) except as otherwise provided in Section 404, continue the lease and elect one
17 or more of the following remedies:

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

20 (B) actual damages;

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

22 (D) make repairs and deduct the cost from the rent, as provided in Section
23 406; or

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

26 (b) If a landlord's noncompliance with the lease or Section 302 does not materially
27 interfere with the health and safety of the tenant or immediate family member or does not

1 materially interfere with the use and enjoyment of the premises by the tenant or immediate
2 family member, the tenant may elect one or more of the remedies provided in subsection
3 (a)(2)(B), (C), and (D).

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

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

7 (2) the tenant, immediate family member, or guest prevented the landlord from
8 having access to the dwelling unit to make repairs for the act or omission described in the
9 tenant's notice under Section 401.

10 **Comment**

11
12 This section has been modified from the 1972 act to clarify the remedies available to a
13 tenant for a landlord's noncompliance with the provisions in Section 302 or under the lease. If
14 the tenant does not receive an essential service the landlord has a duty to provide under Section
15 302(b) or there is a material noncompliance by the landlord with the lease or Section 302(a)
16 affecting the health or safety of the tenant or immediate family member or that materially
17 interferes with their use and enjoyment of the premises, the tenant can elect from among the
18 numerous remedies under this section. Under Section 302(b), the landlord has the duty to ensure
19 the dwelling unit has access to essential services, such as water. However, if the lease shifts the
20 cost of providing an essential service to the tenant and the tenant fails to pay the cost of the
21 service, the failure of the tenant to receive the essential service is not the result of the landlord's
22 noncompliance. Conversely, if the landlord fails to assure the dwelling unit has access to an
23 essential service and the cost thereof has not been shifted to the tenant, the landlord would be in
24 breach of a duty under Section 302(b) for which a remedy could be available under this section.
25

26 To further illustrate this point, under Section 302(a)(3), the landlord has the duty to
27 provide plumbing services that conform to applicable law and are maintained in good working
28 order. The plumbing facilities are separate from the provision of water, which under Section
29 302(b) the landlord may have a duty to provide as an essential service. Thus, if the dwelling unit
30 has access to water which under Section 302(b) the landlord was obligated to provide but the
31 toilets within the unit are not functioning, the tenant's remedy under Section 402 relates to
32 whether the noncompliance materially affects health and safety, not whether the landlord
33 discharged the duty to ensure the unit had access to an essential service. Whether a
34 noncompliance "materially interferes with the health and safety" of a tenant or "materially
35 interferes with the use and enjoyment of the premises" is a determination that depends upon the
36 totality of the circumstances. Assume, for example, the plumbing problem affected the operation
37 of only one toilet. If that is the only toilet in the dwelling unit, the inability to use that toilet

1 would materially interfere with the use and enjoyment of the unit and constitute a health and
2 safety issue. Conversely, if there were other toilets in the unit that were operating, the mere
3 inability to use one toilet would not necessarily materially impair the use and enjoyment of the
4 unit or present a health and safety issue.

5
6 Under this section the tenant may be entitled to “actual damages.” Actual damages could
7 include diminution in the value of the dwelling unit. See Section 102(2) and (7). Under this
8 section such damages would be for the period beginning on the date the tenant gave the landlord
9 notice under Section 401 and ending on the date the noncompliance was remediated. The
10 concept of diminution in value of the dwelling unit was also in the 1972 act although slightly
11 different. The phrase is defined in paragraph 102(7) as “a reduction from rent which reflects the
12 extent to which a noncompliant condition of the premises impairs the tenant’s use and enjoyment
13 of the unit as determined by a court based upon evidence that need not include expert
14 testimony.” The intent is to permit a court to consider, without the need for expert testimony,
15 such factors as the nature and duration of the defect, the proportion of the dwelling unit that is
16 affected, the value of services to which the tenant was deprived, the degree of discomfort
17 imposed by the defect, and the effectiveness of the landlord’s remediation efforts.

18
19 Remedies available to the tenant pursuant to Section 402 are not exclusive (see Section
20 110). For example, a tenant may have tort remedies for the landlord’s noncompliance with the
21 lease or this act.

22
23 A duty to mitigate damages exists under Section 104(b).

24
25 If the dwelling unit or premises are substantially damaged or destroyed as the result of a
26 fire or other casualty to which Section 409 would apply, then the remedies in Section 409 rather
27 than this section apply.

28
29 The remedies in subsection (a)(2) are not available when the landlord’s inability to
30 remedy a noncompliance is caused by reasons beyond the landlord’s control. Section 404
31 provides that the tenant’s remedy under those circumstances is limited to termination of the
32 lease.

33 **SECTION 403. MATERIAL NONCOMPLIANCE BY LANDLORD;**
34 **TERMINATION OF LEASE.**

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

1 (b) If a landlord's noncompliance with the lease or Section 302 materially interferes with
2 the use and enjoyment of the premises unrelated to the health and safety of the tenant or
3 immediate family member and the noncompliance is not remedied within the period specified in
4 Section 401(2)(A), the tenant may terminate the lease by giving the landlord notice in a record of
5 the tenant's intent to terminate the lease on a date specified in the notice which is not earlier than
6 [14] days after the expiration of the period allowed under Section 401 for the noncompliance to
7 be remedied.

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

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

12 **Comment**

13
14 This section provides the notice procedures for terminating a lease. If the landlord's
15 noncompliance materially interferes with the tenant's use and enjoyment of the premises, the
16 tenant may terminate the lease no earlier than [14] days after the notice period in Section 401 has
17 expired. When the situation is of some urgency – i.e., when the noncompliance involves the
18 failure to receive an essential service or materially interferes with the health and safety of the
19 tenant or immediate member, the tenant could terminate the lease immediately after the notice
20 period in Section 401(2)(B) has expired. However, if the inability to receive essential services
21 was due to the tenant's failure to pay for the service as provided under Section 302(b), this
22 section would not apply.
23

24 Under subsection (c), the tenant could recover actual damages that could include
25 diminution in the value of the dwelling unit. Given that this remedy is in addition to terminating
26 the lease, where the tenant has terminated the lease damages for the diminution in value should
27 be for the period beginning on the date the tenant gave the landlord the Section 401 notice and
28 the date the lease terminates.

29 **SECTION 404. CIRCUMSTANCE BEYOND LANDLORD CONTROL.** If a
30 landlord's noncompliance with the lease or Section 302 materially interferes with the health and
31 safety of a tenant or immediate family member or the use and enjoyment of the premises by the

tenant or immediate family member and the landlord is unable to remedy the noncompliance within the applicable period specified in Section 401 because of a circumstance beyond the landlord's control, including the unavailability of materials, labor, or utilities, a fire or other casualty, a natural disaster, or the death of the landlord, the tenant may terminate the lease as provided in Section 403(a) or, if the tenant does not terminate the lease, recover actual damages limited to diminution in the value of the dwelling unit.

Comment

This section recognizes that circumstances beyond the landlord's control may make it difficult or impossible for a landlord to make the repairs within the time limits set forth in Section 401.

This section refers to a number of circumstances that could excuse the landlord's timely performance in remedying a noncompliance. Included among these are casualties such as tornados, hurricanes, earthquakes, etc. See Section 165(c)(3) of the Internal Revenue Code. In those situations, Section 409(b) of this act generally provides the tenant with the option of terminating the lease or, to the extent the dwelling unit remains habitable, remaining in possession and seeking one of the remedies under Section 402(a)(2)(A), (B), (C), or (D). However, the latter rights are subject to this section. Thus, the tenant would not have all of the remedies under 402(a)(2) if the landlord is unable to remedy a noncompliance within the time period of Section 401 because of the continuing effects of a natural disaster or other circumstance beyond the landlord's control. Assume, for example, that an electrical storm damages the wiring in a portion of the dwelling unit but the rest of the unit remains habitable. In many cases, Section 409(b) would permit the tenant to remain in the unit and seek damages, withhold rent, perform self-repairs under Section 406, or seek an injunction or specific performance to have the landlord make the repairs. Section 404 provides a safe harbor for the landlord, however, if the effects of the electrical storm were so widespread that the landlord is unable to get an electrician to repair the wiring within the time period of Section 401. In that case, the tenant's remedy would be limited to terminating the lease or if the tenant remains in possession because the landlord did not elect to terminate the lease under Section 409(c), actual damages limited to diminution in the value of the dwelling unit. Of course, diminution in value damages are limited to the period that the premises were in noncompliance.

The 1972 act had no comparable provision.

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 pursuant to 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 provided to a tenant in 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 [triple] 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.

Comment

This section is essentially the same as URLTA (1972) § 4.102.

Under subsection (a) the tenant can terminate the lease if the landlord fails to deliver physical possession of the dwelling unit to the tenant at the commencement of the term of the lease. Under the prior 1972 act the phrase "actual possession" was used in lieu of "physical possession." In this act, the latter phrase was used as it is more descriptive of the landlord's duty. Legally, however, there should be no distinction between actual and physical possession. See also comments to Section 301.

Under subsection (a)(2), a tenant may elect to file an action for possession directly

1 against a holdover tenant or other person in wrongful possession of the dwelling unit. If the
2 tenant elects to sue the holdover tenant for possession, the tenant effectively elects to continue
3 the lease with the landlord and thus, under subsection (d), is liable to the landlord for rent for the
4 period beginning with the commencement of the term of the lease. Because subsection (a)(2)(B)
5 provides that the tenant may obtain possession “by any lawful means that could have been used
6 by the landlord,” the tenant can take advantage of all eviction procedures, including summary
7 proceedings as well as ejectment.
8

9 **SECTION 406. REPAIR BY TENANT.**

10 (a) Subject to subsection (d), if a landlord fails to comply with the lease or Section 302,
11 the tenant may give notice to the landlord under Section 401 specifying the noncompliance. If
12 the landlord fails to remedy the noncompliance within the applicable period specified in Section
13 401 and the reasonable cost to remedy the noncompliance does not exceed one month’s periodic
14 rent, the tenant may remedy the noncompliance at the landlord’s expense.

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

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

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

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

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

1 the landlord access to the dwelling unit.

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

4 **Comment**

5
6 This section is similar to URLTA (1972) § 4.103

7
8 Under subsection (b) if a tenant hires another person to perform a repair the landlord
9 should have made, the tenant recovers the actual and reasonable cost incurred by the tenant to
10 have the repair made. If the tenant is able to personally do the repair, the tenant may recover the
11 fair and reasonable value of the work performed to repair.

12
13 Under subsection (d), the tenant may not repair at a landlord's expense to the extent the
14 damage that was repaired was caused by the tenant, immediate family member, or a guest. For
15 example, if the tenant breaks the door lock, the tenant cannot deduct the cost of the repair the
16 tenant makes from the rent. Subsection (d) would not preclude the tenant from making the repair,
17 but would preclude the deduction of the costs from the rent.

18
19 Subsection (e) is intended to assure the landlord that over any given 12-month period the
20 landlord's costs arising as the result of the tenant's election of this self-help remedy do not
21 exceed one month's rent. The 12-month look back period begins to run 12 months immediately
22 before the completion of the immediate repair for which the tenant has exercised the tenant's
23 rights under this section. For example, suppose the tenant paying monthly rent of \$500 properly
24 contracts for a plumber to make a repair that costs \$300. The repair is completed on November
25 10. The tenant is entitled to be reimbursed the entire \$300 if over the last 12 months, beginning
26 with November 10 of the preceding year, the tenant never used this remedy. If over that period
27 the tenant has previously used the remedy to the extent of \$400, the tenant would be able to
28 recoup only \$100 of the cost of the current \$300 repair.

29 **SECTION 407. WRONGFUL FAILURE TO PROVIDE ESSENTIAL SERVICE** 30 31 **BY LANDLORD.**

32 (a) If a tenant fails to receive an essential service the landlord has a duty to provide under
33 Section 302(b), the tenant may give notice to the landlord under Section 401 specifying the
34 failure. If the landlord fails to provide the essential service within the applicable period specified
35 in Section 401, the tenant may:

36 (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.

(b) In addition to the remedy provided in subsection (a)(2), a tenant may recover actual damages.

(c) 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.

Comment

This section is based upon URLTA (1972) § 4.104.

This section applies when the tenant fails to receive an essential service but decides to continue the lease rather than to terminate it. See Section 402(a)(2)(E). It would not apply if the tenant terminates the lease.

Under subsection (b), a tenant's actual damages could include the difference between the rent provided in the lease and the actual and reasonable cost of substitute housing as well as moving expenses. It also could include diminution in the value of the dwelling unit. See Section 102(2) and (7).

This section is inapplicable if the reason the tenant failed to receive an essential service was the tenant's failure to pay the utility bill the tenant was obligated to pay. See Section 302(b)(2).

SECTION 408. LANDLORD NONCOMPLIANCE AS DEFENSE TO ACTION FOR POSSESSION OR NONPAYMENT OF RENT.

(a) A tenant may defend an action by the landlord based on nonpayment of rent on the ground that no rent was due because of the landlord's noncompliance with the lease or Section 302 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 an action based on nonpayment of rent is filed by the landlord, 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

1 court or a bank or other entity authorized by the court to hold funds in escrow.

2 (c) If rent has been paid into escrow under this section and the court determines that the
3 landlord fully complied with the lease and Section 302, the court shall order the immediate
4 release to the landlord of rent held in escrow and direct the tenant to pay the landlord any
5 remaining rent owed.

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

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

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

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

15 (B) actual damages;

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

19 (4) payment to the landlord of any rent held in escrow not otherwise payable to
20 the tenant and any other amount the court determines the tenant owes the landlord.

21 (e) If rent has not been paid into escrow under this section and the court determines that
22 the landlord complied with the lease and Section 302, the court shall order the tenant to pay the
23 landlord all 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, or the use and enjoyment of the premises by, the tenant or immediate family member, the court shall order the tenant to pay the landlord the 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 subsections (e) through (h) to conform to that state's practice.

Comment

This section expands upon URLTA (1972) § 4.105.

SECTION 409. FIRE OR OTHER CASUALTY DAMAGE TO DWELLING UNIT OR PREMISES.

(a) If a dwelling unit or the premises are substantially damaged or destroyed by fire or other casualty that renders the unit uninhabitable or inaccessible or makes occupancy of the unit unlawful, the tenant may vacate the unit immediately and, not later than [14] days after vacating

1 the unit, give the landlord notice in a record of the tenant's intention to terminate the lease, in
2 which case the lease terminates as of the date the tenant vacated the unit.

3 (b) Subject to subsection (c) and Section 404, if part of a dwelling unit or part of the
4 premises is substantially damaged or destroyed by fire or other casualty but continued occupancy
5 of the unit is lawful, the tenant may continue the lease and seek the remedies provided in Section
6 402(a)(2)(A), (B), (C), and (D) after complying with Section 401.

7 (c) If a dwelling unit or the premises are substantially damaged or destroyed by fire or
8 other casualty that makes continued occupancy unlawful or dangerous or requires repairs that
9 can be made only if the tenant vacates the unit, the landlord may terminate the lease by giving
10 the tenant notice in a record that the lease will terminate on a specified date which may not be
11 earlier than [five] days after the notice is given.

12 (d) If a lease is terminated under subsection (a) or (c), the landlord shall return any
13 security deposit and unearned rent to which the tenant is entitled under Section 1204. In
14 calculating the unearned rent, termination of the lease is deemed to occur on the date of the fire
15 or other casualty.

16 (e) This section does not preclude:

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

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

22 **Comment**

23 This section expands upon URLTA (1972) § 4.106.
24
25

1 When a dwelling unit has been partially damaged but the tenant's continued occupancy
2 of the undamaged part is lawful, the tenant may elect to remain in possession of the dwelling unit
3 under subsection (b) but seek damages or other relief under Section 402(a)(2)(A), (B), (C), or
4 (D) for the portion of the unit that is uninhabitable. These rights may be limited, however, by the
5 safe harbor provided to landlords under Section 404. Thus, if the landlord is unable to make
6 repairs during the time period required by Section 401 because of circumstances beyond the
7 landlord's control (such as the continuing effects of a natural disaster that make it impossible to
8 get materials or personnel to make timely repairs), Section 404 limits the tenant's remedy to
9 termination of the lease or recovering actual damages limited to the diminution in the value of
10 the dwelling unit. See the comment to Section 404.

11
12 **SECTION 410. UNLAWFUL REMOVAL; EXCLUSION; OR INTERRUPTION**
13 **OF ESSENTIAL SERVICE.**

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

18 (1) recover possession; or

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

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

23 **Comment**

24
25 This section is based upon URLTA § 4.107

26
27 **ARTICLE 5**

28 **TENANT DUTIES**

29 **SECTION 501. TENANT DUTIES.**

30 (a) In this section, "normal wear and tear" means deterioration that results from the
31 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 a guest.

(b) A tenant:

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

(2) shall comply with all obligations imposed on a tenant by any applicable 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, or remove 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 any 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.

Comment

This section expands upon URLTA (1972) §§ 3.101 and 3.104.

Under subsection (b)(3) the tenant is obligated to keep the dwelling unit in a safe or sanitary condition unless the duty to do so is imposed on another, such as the landlord. For example, because Section 302(a)(3) imposes a duty on the landlord to conform plumbing fixtures to applicable law, that duty is not shifted to the tenant by this section.

Subsection (b)(12) leaves to judicial determination whether the incidental use of a dwelling unit for business, professional, or other purposes would constitute a use for other than residential purposes. See 1 A.L.R. 6th 135 (2005)(collecting and analyzing cases). The provision contemplates, however, that a landlord and tenant may agree that the tenant can use the dwelling unit for both residential and commercial purposes. If the parties so agree, the tenant's actual damages for a landlord's noncompliance with the lease or this act may include foreseeable damages attributable to the commercial use.

Section 601(a)(2) allows the landlord to terminate a lease for tenant's material

1 noncompliance with Section 501. If tenant's noncompliance is not material, landlord cannot
2 terminate the lease under Section 601 but could resort to other remedies under this act. For
3 example, if tenant's minor child draws on the rented apartment's walls, the landlord could apply
4 the security deposit to the cost of repainting the wall.

6 **ARTICLE 6**

7 **LANDLORD REMEDIES**

8 **SECTION 601. TENANT FAILURE TO PAY RENT; OTHER**

9 **NONCOMPLIANCE WITH LEASE.**

10 (a) Except as otherwise provided by law other than this [act] and subject to
11 subsection (b):

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

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

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

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

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

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

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

6 (c) A notice in a record terminating a lease under subsection (b) shall specify the reason
7 for the termination and state that:

8 (1) for a termination under subsection (b)(1) or (2), the lease will terminate on a
9 specified date which may not be earlier than [14] days after the landlord gave the notice, or

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

12 (d) Except as otherwise provided in this [act], if a tenant fails to comply with Section
13 501, the landlord may:

14 (1) obtain injunctive relief or specific performance; or

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

17 (e) A lease may not be terminated under subsection (b)(4) if the criminal act was the act
18 of an immediate family member or guest and the tenant:

19 (1) neither knew nor should have known of the act; and

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

22 **Legislative Note:** If the state allows for liquidated damages in a lease, the bracketed language in
23 subsection (d)(2) should be included.
24
25

1 **Comment**

2
3 This section is based upon URLTA § 4.201.

4
5 Section 601 gives a landlord the right to terminate a lease for tenant's nonpayment of rent
6 and other material noncompliances with the lease or this act.

7
8 Under subsection (d), for any noncompliance (material or not) the landlord would have
9 the other contractual remedies against the tenant, including specific performance and damages.
10 The section should be read in conjunction with Section 801, which gives a landlord the
11 unconditional right to terminate a periodic tenancy upon compliance with the notice provisions
12 in that section.

13
14 **SECTION 602. WAIVER OF LANDLORD RIGHT TO TERMINATE.**

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

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

22 **Comment**

23
24 This section is based upon URLTA § 4.204.

25 **SECTION 603. DISTRAINT FOR RENT ABOLISHED; LIEN PROHIBITED.**

26 (a) Distraint for rent is abolished.

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

1 **Comment**

2
3 This section is based upon URLTA § 4.205.
4

5 This section prohibits the landlord from seizing the tenant's tangible personal property to
6 satisfy the landlord's claims against the tenant or filing a lien against the tenant's tangible
7 personal property to secure the tenant's obligations under the lease. It also prohibits a landlord
8 from taking a security interest in any of the tenant's tangible personal property to secure the
9 tenant's performance. On the other hand, it would not preclude a landlord taking a lien or
10 security interest to secure performance of a tenant's contractual promises unrelated to the lease.
11 For example, if the landlord also owned an appliance store from which tenant purchased an
12 appliance under a monthly payment plan, a landlord's lien on the appliance to secure tenant's
13 payment of the debt incurred in purchasing the appliance is not prohibited by this act.

14 **SECTION 604. ABANDONMENT; REMEDY AFTER TERMINATION.**

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

18 (b) A tenant abandons a dwelling unit if:

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

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

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

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

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

29 (1) accept the tenant's abandonment of the unit by notice in a record given to the

1 tenant, in which case:

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

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

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

7 (2) treat the abandonment as wrongful.

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

11 (1) The landlord's duty to mitigate does not take priority over the landlord's right
12 to lease first any other dwelling units that the landlord has available to lease.

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

17 (3) If the landlord uses reasonable efforts to lease the abandoning tenant's unit but
18 is unable to lease it or is able to lease it only for an amount less than the rent payable by the
19 abandoning tenant, the landlord may recover actual damages from the abandoning tenant.

20 (4) If the landlord fails to use reasonable efforts to lease the abandoning tenant's
21 unit, the lease terminates as of the date of abandonment, and the landlord and tenant are liable to
22 each other under the lease or this [act] only for a noncompliance with the lease that occurred
23 before the date of abandonment and the landlord shall return any security deposit and unearned

1 rent to which the tenant is entitled under Section 1204.

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

4 **Comment**

5
6 This section is based upon URLTA (1972) § 4.203.

7
8 Under subsection (a) the reasonable steps include advertising the unit and showing the
9 unit to any prospective tenants. Advertising can be by a variety of means including sending
10 emails to prospective tenants, hiring a real estate agent to locate prospective tenants, posting for
11 rent signs on the premises, and advertising the unit for rent in newspapers or other media.

12
13 Under subsection (b)(2)(B), the tenant might cause termination of utility services by
14 cancelling the services or merely not paying the bill.

15
16 In light of subsection (c), a landlord who wishes to hold an abandoning tenant liable for
17 breaches of the lease after the tenant abandons the premises should not accept the abandonment
18 but should treat the abandonment as wrongful. Thus, if tenant abandons the premises on the date
19 rent would otherwise be due, rather than accepting the abandonment which would result in the
20 tenant owing no rent, the landlord should treat the abandonment as wrongful under subsection
21 (c)(2).

22
23 In light of subsection (d)(1), when at the time the landlord is fulfilling the duty to
24 mitigate the landlord has other vacant units to rent, the landlord can show and lease the other
25 units to prospective tenants before showing the abandoned unit to prospective tenants.

26
27 If a tenant abandons the dwelling unit, the landlord may choose to accept the
28 abandonment, thus agreeing to a termination of the lease. If, at the time of the abandonment, the
29 tenant is in arrears on rent, the landlord would still have a cause of action to recover the past due
30 rent. However, by accepting the abandonment, the landlord would not have a cause of action for
31 actual damages resulting from the abandonment.

32
33 Conversely, if the landlord does not accept the abandonment, the landlord can seek to
34 recover damages from the tenant for anticipatory breach or actual damages as provided in
35 subsection (d)(3).

36
37 Subsection (d)(4) follows the position taken in the 1972 act providing that if the landlord
38 fails to use reasonable efforts to lease the abandoned dwelling unit, the lease is terminated as of
39 the date of the abandonment. This effectively results in an acceptance of the abandonment. See
40 also subsection (c)(1).

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 the dwelling unit following the termination of a lease only through an action permitted by law other than this [act].

Comment

This section is based upon URLTA (1972) § 4.207.

Typically, with most lease terminations, upon termination of the lease the tenant voluntarily vacates the premises and the landlord retakes possession without the intervention of courts. But if a lease terminates and the tenant does not vacate the premises, the landlord will need to bring an action for possession. Subsection (a) bars the landlord from removing the tenant from the premises by self-help and subsection (b) sets up the general principle that an action is required to recover possession from a tenant who has not relinquished possession. This action might be under the state's ejectment law or pursuant to a more expedited summary procedure. Under Section 604, however, a landlord could obtain possession without a court order where the tenant has abandoned the premises in which case the landlord would not need a court order.

ARTICLE 7

ACCESS TO DWELLING UNIT

SECTION 701. LANDLORD ACCESS TO DWELLING UNIT.

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

- (1) inspect it;
- (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

1 health code or other law.

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

5 (c) For routine maintenance or pest control, a landlord may enter the dwelling unit
6 without the tenant's consent if the landlord gives the tenant:

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

8 (2) a fixed schedule for maintenance or pest control no less than [72] hours before
9 the first scheduled entry into the unit.

10 (d) In an emergency or when maintenance or repairs are being made at a tenant's request,
11 the landlord may enter the dwelling unit without the tenant's consent and shall give notice that is
12 reasonable under the circumstances. If the landlord enters the unit when the tenant is not present
13 and prior notice was not given, the landlord shall place a notice of the entry in a conspicuous
14 place in the unit stating the fact of entry, each date and time of entry, and the reason for the
15 entry.

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

19 (f) A landlord may not abuse the right under this section to enter a tenant's dwelling unit
20 or use that right to harass the tenant.

21 (g) Except as otherwise provided in this section, a landlord does not have a right to enter
22 a dwelling unit unless:

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

1 (2) entry is under a court order; or

2 (3) the tenant has abandoned the unit under Section 604.

3 **Comment**

4
5 This section significantly expands on the access rules of URLTA (1972) § 3.103.

6
7 **SECTION 702. REMEDIES FOR ABUSE OF ACCESS.**

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

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

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

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

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

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

1 **ARTICLE 8**

2 **PERIODIC AND HOLDOVER TENANCY; DEATH**
3 **OF TENANT**

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

5 (a) A periodic tenancy continues until the landlord or tenant gives the other the notice
6 described in subsection (b).

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

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

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

13 **Comment**

14
15 This section and Section 802 are based upon URTLA (1972) § 4.301.

16
17 Under subsection (b)(2), a month to month tenancy can be terminated by giving one
18 month's notice. The termination date in the notice must coincide with the normal end of the
19 monthly period. Thus, if the tenancy begins on the first of the month, the termination date in the
20 notice must be on the last day of at least the next month or it could be on the last date of any
21 month at least one month after the notice is given. If the month-to-month tenancy begins on the
22 15th of the month, the one-month notice must have a termination date no earlier than the 14th of
23 the next month but could have a termination date on the 14th for subsequent months. Consistent
24 with common law, this [act] would not require the notice to include a reason for the termination.

25 **SECTION 802. HOLDOVER TENANCY.**

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

1 actual damages, whichever is greater.

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

5 **Comment**

6
7 Under the common law, largely reflected in this section, if a tenant holds over beyond the
8 end of the term, the landlord may elect to treat the holdover tenant as a trespasser (subsection (a))
9 or treat the tenant as a periodic tenant. Under the common law, the periodic tenancy arising from
10 a holdover was a year to year. Under this act it is limited to month to month. Additionally, the
11 terms of the periodic tenancy are the same as the lease that terminated. However, this is not true
12 if the landlord and tenant otherwise agreed. Such agreement may be in the terms of the original
13 lease or determined from subsequent agreements. For example, the parties may have agreed in a
14 record that if the tenant held over rent would increase by 10%. To be effective, however, that
15 agreement must be in a record. Thus, oral agreements would not change the terms of the
16 holdover tenancy.

17
18 The landlord's rights under this section are subject to Section 405(a)(2)(B). That
19 subsection gives a succeeding tenant the right to bring the action for possession against the
20 holdover tenant.

21 **SECTION 803. DEATH OF TENANT.**

22
23 (a) If the sole tenant under a lease dies before the end of a tenancy for a fixed term or a
24 periodic tenancy, the tenant's surviving spouse [or partner in a civil union] [or domestic partner]
25 who resides in the dwelling unit may assume the lease by giving the landlord notice in a record
26 not later than [20] days after the tenant's death stating the spouse's [or partner's] intent to
27 assume the lease. On assuming the lease, the spouse [or partner] becomes the tenant under the
28 lease.

29 (b) Except as otherwise provided in this section or law other than this [act], a landlord or
30 tenant representative may terminate the lease of the deceased tenant by giving to the other notice
31 in a record that the lease will terminate on a date specified in the notice which is not earlier than
32 [30] days after the notice is given in the case of a tenancy for a fixed term or a specified date

1 consistent with Section 801(b) in the case of a periodic tenancy.

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

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

9 **Comment**

10 The 1972 Act had no provision comparable to this section.

11 Any notice in a record given under this section must comply with Section 107(b).

12
13 Under subsection (a) the surviving spouse, partner in a civil union, or domestic partner
14 who resides in the dwelling unit may assume the lease. Upon such assumption, the spouse or
15 partner becomes the tenant under the lease. An assumption does not require the landlord's
16 consent.

17
18 If a tenant dies during the term of a lease, either the landlord or tenant representative (as
19 defined in Section 102(35)) can terminate the lease under subsection (b) unless otherwise
20 prohibited by this section or other law. Section (c), for example, provides that a notice to
21 terminate may not be given until the surviving spouse, partner in a civil union or domestic
22 partner has the opportunity to exercise the right granted under subsection (a).

23
24 If a tenant who lived alone was the only party to the lease, the landlord may unilaterally
25 terminate the lease if subsection (d) applies. To illustrate the operation of subsection (d),
26 suppose the tenant of a fixed term tenancy to end on December 31 and who is the sole occupant
27 of the dwelling unit dies on March 5 having paid rent on March 1. The landlord learns of the
28 tenant's death on March 10. Because rent was paid for March, the landlord will not be able to
29 terminate this lease in March. If no rent was paid on April 1, however, and the landlord is unable
30 to contact a tenant representative, the landlord would be free to unilaterally terminate the lease
31 on or after April 25. If the landlord has contact with a tenant representative, the landlord could
32 not terminate under subsection (d), but may terminate the lease under subsection (b).

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

4 (5) terminating a periodic tenancy; or

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

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

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

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

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

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

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

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

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

1 **Comment**

2
3 This act substantially expands on the issue of retaliatory conduct to provide clarification
4 of the rights and obligations of both landlords and tenants. The matter was addressed in URLTA
5 (1972) § 5.101.

6 **SECTION 902. TENANT REMEDIES FOR RETALIATORY CONDUCT.**

7 (a) If a landlord's purpose for engaging in conduct described in Section 901(b) is to
8 retaliate against the tenant for conduct described in Section 901(a):

9 (1) the tenant has a defense against an action for possession, may recover
10 possession, or may terminate the lease; and

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

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

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

17 **SECTION 903. PRESUMPTION OF RETALIATORY CONDUCT.**

18 (a) Except as otherwise provided in subsection (b), evidence that a tenant has engaged in
19 conduct described in Section 901(a) not earlier than [six] months before the landlord's alleged
20 retaliatory conduct creates a presumption that the purpose of the landlord's conduct was
21 retaliation.

22 (b) A presumption does not arise under subsection (a) if the tenant engaged in conduct
23 described in Section 901(a) after the landlord gave notice to the tenant of the landlord's intent to
24 engage in conduct described in Section 901(b).

25 (c) If a presumption arises under subsection (a), the landlord may rebut the presumption

1 by [a preponderance of][clear and convincing] evidence showing that the landlord had sufficient
2 justification for engaging in the conduct under Section 901(b) and would have engaged in the
3 conduct in the same manner and at the same time whether or not the tenant had engaged in
4 conduct described in Section 901(a).

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

9 **ARTICLE 10**

10 **DISPOSITION OF TENANT PERSONAL PROPERTY**

11 **SECTION 1001. DISPOSITION OF TENANT PERSONAL PROPERTY ON**
12 **PREMISES.**

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

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

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

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

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

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

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

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

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

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

9 (d) If a tenant contacts the landlord not later than [eight] days after the landlord gives
10 notice to the tenant under subsection (b)(1), the landlord shall permit the tenant to retrieve
11 personal property not later than [15] days after the date of contact or within a longer period to
12 which the parties agree.

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

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

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

21 (1) if a sale is economically feasible, the landlord shall sell the property and treat
22 the proceeds, after deducting the reasonable cost of inventorying, moving, storing, and disposing
23 of the property, 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 need not comply with this section. If the landlord that recovers possession under a court order elects to comply with this section, the landlord is not liable to the tenant or another person for a claim arising from removal of personal property from the premises.

Comment

This section applies, for example, if a lease terminates early as the result of an act of domestic violence. However, if there are cotenants to the lease such that the lease does not terminate then this section does not apply. In the latter case, control of the dwelling unit remains with the other tenants; it does not belong to the landlord. Thus, if the tenant whose interest in the lease is released leaves personal property at the dwelling unit, that tenant would need to contact the remaining tenants to retrieve that property.

While a landlord is not required to inventory the tenant's property, (see subsection (b)(2)), if the landlord does, the landlord is entitled to recover the inventory costs. See Section 1001(e).

Subsection (i) emphasizes that a landlord is not required to follow the procedures in this section when recovering possession under a court order, which has already provided the tenant with notice to vacate the premises. The subsection provides a safe harbor, however, if a landlord voluntarily elects to follow the procedures in this section.

The 1972 act had no provisions relating to the disposition of a tenant's personal property.

SECTION 1002. REMOVAL OF DECEASED TENANT PERSONAL PROPERTY BY 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 under a lease, the landlord:

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

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

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

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

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

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

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

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

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

20 **Comment**

21
22 The purpose of this section is to authorize a tenant representative to remove a deceased
23 tenant's personal property and receive the return of the security deposit and unearned rent. The
24 tenant representative typically will be the personal representative of the deceased tenant's estate,
25 but if no personal representative has been appointed, the tenant representative will be the contact
26 person under Section 109 or, in the absence of a contact person, an heir of the deceased tenant
27 under the state's intestate succession laws. See Section 102(35). In the latter case, the landlord

1 has no obligation to identify all of the deceased tenant's heirs and may give possession to *any*
2 individual the landlord reasonably believes to be an heir of the deceased tenant.

3
4 Subsection (f) applies if the lease is terminated by the landlord or the tenant
5 representative under Section 803(b). In that case, the tenant representative would have the rights
6 and obligations of a tenant under Section 1001 if any personal property remained in the dwelling
7 unit after possession of the dwelling unit had been relinquished to the landlord.

8
9 This section works in tandem with Section 1003, which provides procedures for a
10 landlord to follow in disposing of personal property when the landlord has been unable to
11 identify or contact a tenant representative who can act under this section.

12
13 Whether the tenant representative is entitled to keep any of the tenant's personal property
14 or security deposit will depend on law other than this act.

15
16 **SECTION 1003. DISPOSITION OF DECEASED TENANT PERSONAL**
17 **PROPERTY WITHOUT TENANT REPRESENTATIVE.**

18 (a) If a landlord knows of the death of a tenant who, at the time of death, was the sole
19 occupant of the dwelling unit under a lease, and the landlord terminates the lease under Section
20 803(d) because the landlord is unable to notify a tenant representative, the landlord:

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

24 (A) the name of the tenant and address of the dwelling unit;
25 (B) the approximate date of the tenant's death;
26 (C) that, if the personal property on the premises is not claimed within
27 [60] days after the notice was sent, the property is subject to disposal by the landlord; and

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

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

(b) A tenant representative may retrieve the deceased tenant's personal property from the landlord not later than [60] days after the landlord gave the notice under subsection (a). Before retrieving the property, the representative shall pay the landlord's reasonable cost of inventorying, moving, and storing the property.

(c) If a deceased tenant's personal property is not retrieved within the period 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.

Comment

This section provides a process through which a landlord may dispose of a deceased tenant's personal property if the landlord is unable to identify or contact a tenant representative. Although the procedures generally parallel the provisions regarding disposition of a tenant's personal property in Section 1001, some variation is required in the type of notice that must be given and the time period for a tenant representative to retrieve the property.

Sections 1002 and 1003 do not govern the ultimate disposition of the personal property removed from the property by a tenant representative. Those rights are determined under the state's law governing decedents' estates. Thus, the tenant representative takes possession of the personal property subject to those other laws.

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

1 definition in other state law].

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

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

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

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

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

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

22
23 **SECTION 1102. EARLY RELEASE OR TERMINATION OF LEASE.**

24 (a) Subject to subsection (e), if a victim of an act of domestic violence, dating violence,
25 stalking, or sexual assault is a tenant or immediate family member and has a reasonable fear of
26 suffering psychological harm or a further act of domestic violence, dating violence, stalking, or
27 sexual assault if the victim continues to reside in the dwelling unit, the tenant is released from the

1 lease, without the necessity of the landlord's consent, if the tenant gives the landlord a notice that
2 complies with subsection (b) and:

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

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

8 (3) a verification that complies with Section 1104.

9 (b) In order to be released from a lease under subsection (a), the tenant must give the
10 landlord notice in a record which:

11 (1) states the tenant's intent to be released from the lease on a date not earlier than
12 [30] days from the date of the notice or, if the perpetrator is a cotenant of the dwelling unit, an
13 earlier date;

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

17 (3) is given to the landlord:

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

20 (B) when a court order exists preventing contact by the perpetrator with
21 the tenant because of an act of domestic violence, dating violence, stalking, or sexual assault; or

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

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

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

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

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

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

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

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

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

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

21 **Comment**

22
23 The 1972 act had no provisions allowing for lease terminations because of acts of
24 domestic violence, dating violence, stalking, or sexual assault.

25
26 Section 1102 is self-executing. Upon filing the appropriate documentation the tenant is

1 released from the lease; no additional action is required or expected on the part of the landlord as
2 would be the case when a tenant abandons the dwelling unit and an issue arises regarding the
3 landlord's acceptance of the tenant's surrender. Of course, if the tenant vacates and subsequently
4 the landlord sues for rent claiming the tenant had no reasonable fear of suffering psychological
5 harm or a further act of domestic violence, dating violence, stalking, or sexual assault, the court
6 would have to decide that question.

7
8 If a dwelling unit is rented by a revocable trust for the benefit of the settlor or a limited
9 liability company for the benefit of its president, under Section 102(34)(C) the settlor or
10 president is a tenant. If the settlor or president became the victim of domestic violence, dating
11 violence, stalking, or sexual assault, and there were no other individual tenants of the dwelling
12 unit, the lease would terminate under subsection (c).

13
14 Under subsection (d)(2), a tenant who is released from the lease is not liable to the
15 landlord or another person for rent or actual damages. Thus, if T and T-1 are cotenants but T is
16 released from the lease as a result of an act of domestic violence committed by P, T would not be
17 liable for rent to the landlord for the period after the release. Furthermore, T would not be liable
18 to T-1 if, following T's release from the lease, T-1 is liable to the landlord for all of the rent
19 accruing after T's release. Under subsection (d)(3), however, T-1 could make a claim against P
20 for the additional rent T-1 owes.

21
22 If light of subsection (e), if a tenant commits an act of domestic violence on an immediate
23 family member, the tenant cannot terminate the lease because the tenant is the perpetrator.

24 **SECTION 1103. LANDLORD OBLIGATIONS ON EARLY RELEASE OR**

25 **TERMINATION.** If a tenant is released from a lease under Section 1102, the landlord:

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

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

31 (3) may not disclose information required to be reported to the landlord under Section
32 1102 unless:

33 (A) the tenant provides specific, time-limited, and contemporaneous
34 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 dwelling unit;

(E) the date for termination of the lease or the tenant's release from the lease; and

(F) 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

1 third party;

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

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

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

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

17 ***Legislative Note:*** Jurisdictions should consider including the form in the comment in the statute.

18
19 **Comment**

20
21 The following is an example of a verification that would comply with this section.
22 Verification

23
24 I, _____ [insert name of tenant], state that:

25
26 (a) I am a tenant of a dwelling unit located at _____ [insert
27 address of dwelling unit];

28
29 (b) I or an immediate family member has been a victim of an act or acts of domestic
30 violence, dating violence, stalking, or sexual assault occurring to the best of my knowledge on or

1 over a period _____ [insert time period over which one or more
2 acts of domestic violence, dating violence, stalking, or sexual assault occurred] which act or acts
3 have created a reasonable fear that I or an immediate family member will suffer psychological
4 harm or a further act of domestic violence, dating violence, stalking, or sexual assault by
5 continued residence in the dwelling unit;

6
7 (c) The most recent act or acts of domestic violence, dating violence, stalking, or sexual
8 assault occurred on or about _____ [insert date]; and

9
10 (d) This verification and the accompanying notice are being given [check one]:

11
12 ☐ not later than 90 days after the date of the most recent act of domestic violence,
13 dating violence, stalking, or sexual assault,

14
15 ☐ during a time when there is an outstanding court order preventing the
16 perpetrator's contact with the undersigned, or

17
18 ☐ not later than [90] days after the undersigned learned that the perpetrator has
19 been released from incarceration.

20
21 I declare under penalty of perjury that the above representations are true and accurate to
22 the best of my knowledge and belief and that I understand this verification could be used as
23 evidence in court.

24 _____
25 [Tenant's signature]

26
27 I, _____ [insert name of attesting third party] state that:

28
29 (a) I am a _____ [insert whichever is applicable: law
30 enforcement official, a licensed health care professional, a victim advocate, or a victim-services
31 provider];

32
33 (b) My business address and phone number is: _____;

34
35 (c) The individual who signed the preceding statement has informed me that the
36 individual or immediate family member is a victim of an act or acts of domestic violence, dating
37 violence, stalking, or sexual assault based upon the act or acts listed in the preceding statement
38 which act or acts have created a reasonable fear that the tenant or immediate family member will
39 suffer psychological harm or a further act of domestic violence, dating violence, stalking, or
40 sexual assault by continued residence in the dwelling unit described in the preceding statement;
41 and

42
43 (d) I have read and believe the preceding statement recounting an act or acts of domestic
44 violence, dating violence, stalking, or sexual assault and understand that the tenant who made the
45 statement may use this document as a ground for terminating the tenant's lease for the dwelling
46 unit described in the preceding statement.

1 _____
2 [Attesting third party's signature]
3

4 **SECTION 1105. PERPETRATOR LIABILITY FOR DAMAGES.**

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

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

11 **SECTION 1106. CHANGE OF LOCK OR OTHER SECURITY DEVICE.**

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

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

23 (c) If a perpetrator is a party to the lease, the locks or other security devices may not be
24 changed or rekeyed under subsection (a) unless there is a court order, other than an ex parte
25 order, expressly requiring the perpetrator to vacate the dwelling unit or to have no contact with

1 the tenant or immediate family member and a copy of the order has been given to the landlord.

2 (d) A perpetrator may not recover actual damages or other relief against a landlord or a tenant
3 caused by compliance with this section.

4 **Comment**

5
6 This section is designed to allow a tenant who is the victim of domestic violence, dating
7 violence, stalking, or sexual assault to change the locks or other security devices without first
8 giving the landlord an opportunity to change them, thus allowing the victim to make the change
9 as quickly as possible. Nothing in this section would prohibit the landlord on the landlord's own
10 initiative to change the locks or other security devices on behalf of the tenant at the tenant's
11 expense or for the tenant to contact the landlord for the change.

12 The tenant is not required to comply with Section 1102 to cause a change of the locks to
13 the dwelling unit.

14
15 When a perpetrator is a tenant under the lease, subsection (c) would permit a change of
16 locks only if a court has expressly ordered the perpetrator to vacate the dwelling unit or have no
17 contact with the tenant.

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

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

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

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

25 (b) If a perpetrator is a party to the lease, on issuance of a court order requiring the
26 perpetrator to vacate the dwelling unit, other than an ex parte order, the perpetrator's interest
27 under the lease terminates and the landlord and any remaining tenants may recover any actual
28 damages from the perpetrator as a result of the termination.

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

1 tenant under the lease.

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

5 **Comment**

6
7 Because of subsection (c), the landlord cannot increase the tenant-victim's rent or other
8 obligation because the perpetrator who might also have been a tenant on the lease has been
9 ordered to vacate the dwelling unit. For example, suppose V and P are cotenants on a lease
10 providing monthly rent in the amount of \$500. V is the victim of domestic violence committed
11 by P; P has been ordered to vacate the apartment. V continues to be liable for the monthly rent of
12 \$500, and the landlord cannot increase that rent to take account of the fact that P is no longer a
13 tenant. The landlord also may not increase the tenant's security deposit or require additional
14 prepaid rent even if the landlord believes that the remaining tenant might lack the financial
15 ability to comply with lease because the perpetrator is no longer a party to the lease.

16 **SECTION 1108. TERMINATION OF TENANCY OF PERPETRATOR**
17 **WITHOUT COURT ORDER.**

18 (a) If a landlord has a reasonable belief that a tenant or immediate family member is the
19 victim of an act of domestic violence, dating violence, stalking, or sexual assault and another
20 tenant on the lease is the perpetrator, the landlord may terminate the perpetrator's interest in the
21 lease by giving the perpetrator notice in a record that the perpetrator's interest will terminate
22 immediately or on a later date specified in the notice which is not later than [30] days after the
23 giving of the notice. The notice must state that the landlord has a reasonable belief that the
24 perpetrator has committed an act of domestic violence, dating violence, stalking, or sexual
25 assault and the approximate date of the act.

26 (b) Prior to giving notice to a perpetrator under subsection (a), the landlord shall notify
27 the tenant who was the victim of the act of domestic violence, dating violence, stalking, or sexual
28 assault or whose immediate family member was the victim of an act of domestic violence, dating

1 violence, stalking, or sexual assault of the landlord's intent to terminate the perpetrator's interest.
2 This notice may be given by any means reasonably calculated to reach the tenant, including oral
3 communication, notice in a record, or sent to the tenant at any other address at which the
4 landlord reasonably believes the tenant is located.

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

8 (d) If a perpetrator's interest under a lease is terminated by the landlord under this
9 section, any other tenant under the lease may recover actual damages from the perpetrator
10 resulting from the termination.

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

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

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

20 **Comment**

21
22 Under this section, the landlord, upon being advised that a tenant is the perpetrator of an
23 act of domestic violence, could terminate the perpetrator's interest under the lease but not
24 terminate the victim's interest under the same lease. The section would also apply if the
25 perpetrator and victim reside in two different dwelling units with the same landlord.

26
27 The landlord's decision to terminate is wholly discretionary. If the landlord chooses to

1 terminate the perpetrator's interest under a lease, the landlord may not alter the obligations of
2 another tenant under the lease. For example, the landlord could not increase the rent of the
3 remaining tenant. If the lease, however, had treated the perpetrator and the remaining tenant as
4 jointly liable for the rent, the remaining tenant would be liable for all of the remaining rent. In
5 this case, the remaining tenant would have a cause of action for damages against the perpetrator.
6

7 This section permits a landlord to terminate the perpetrator's interest as a tenant even
8 though there is no judicial determination that the perpetrator committed an act of domestic
9 violence so long as the landlord reasonably believes the tenant is a perpetrator. This is entirely
10 consistent with the right of a landlord to terminate the interest of any tenant who engages in other
11 types of criminal activity on the premises in violation of Section 501, even though the tenant has
12 not been found guilty of a crime. See Section 601. In either case, of course, if the tenant refuses
13 to surrender possession of the premises to the landlord upon termination of the lease and the
14 landlord sues for possession, the defendant (tenant) could defend on the ground that the tenant
15 did not commit the acts alleged by the landlord. In this case, the landlord would have the burden
16 to prove by a preponderance of the evidence that the landlord had the right to terminate the
17 tenancy. This means the landlord has the burden to prove that the landlord had a reasonable
18 belief that the defendant was a perpetrator entitling the landlord to terminate the lease.

19 **SECTION 1109. LANDLORD CONDUCT WITH RESPECT TO VICTIM.**

20 (a) In this section, "tenant" includes an applicant seeking to enter into a lease with a
21 landlord.

22 (b) Except as otherwise provided in subsections (c) and (d), a landlord may not do or
23 threaten to do any of the acts in Section 901(b) or refuse or threaten to refuse to let a dwelling
24 unit when the landlord's purpose for engaging in the conduct is that:

25 (1) the tenant or immediate family member is or has been the victim of an act of
26 domestic violence, dating violence, stalking, or sexual assault;

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

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

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

8 (d) A landlord may terminate the lease of a tenant by giving the tenant notice in a record
9 that the lease will terminate on a date specified in the notice which is not earlier than [30] days
10 after the giving of the notice if:

11 (1) without the landlord's permission, the tenant invited a perpetrator on to the
12 premises or allowed the perpetrator to occupy the dwelling unit:

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

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

17 (2) the landlord demonstrates that:

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

20 (B) the perpetrator has damaged the premises.

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

23 (1) terminate the lease;

(2) defend an action for possession on the ground that the landlord has 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 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.

Comment

The intent of subsection (b) is to limit the payments that a landlord may require a tenant to pay at the beginning of the lease or thereafter to the equivalent of the first and last month’s rent plus a one-month security deposit. The number of months is bracketed, however, to give legislatures the option to choose a number appropriate for market conditions within their own states.

Nothing in this section prohibits a tenant from voluntarily making other payments. Thus a tenant may prepay rent for several more months in advance – or even the full term – if the tenant is in the financial position to do so.

1 This section does not preclude a landlord from charging fees. Common fees include
2 application fees, surety bonds fees, cleaning fees, and pet fees. (See Section 102(11)).
3

4 The landlord's ability to require a higher security deposit or a fee for pets may be limited
5 by other state or federal law governing a disabled tenant's right to keep a service animal.
6

7 The 1972 act only briefly treated the subject of security deposits. See URLTA (1972) §
8 2.101.

9 **SECTION 1202. LANDLORD, TENANT, AND THIRD PARTY INTERESTS IN**
10 **SECURITY DEPOSIT.**

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

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

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

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

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

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

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

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

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

1 **Comment**

2
3 Subsection (a) protects the tenant, e.g., if the landlord enters bankruptcy. It limits the
4 landlord's interest in the funds constituting a security deposit to a security interest and provides
5 that a creditor of or transferee from the landlord (including the landlord's trustee in bankruptcy)
6 generally cannot obtain any greater interest in those funds. Likewise, it protects the landlord if
7 the tenant enters bankruptcy. Under subsection (a)(2), the landlord's security interest in a
8 security deposit is superior to any competing claim of a creditor of or transferee from the tenant,
9 including the tenant's trustee in bankruptcy. If the tenant is in financial stress, subsection (a) is a
10 useful clarification that can benefit the tenant's creditors whether or not the tenant files a
11 bankruptcy petition because it makes clear that the security deposit is an asset of the tenant.
12

13 Subsection (b)(1) prohibits a bank from setting off any claim it has against the landlord
14 other than for charges normally associated with the maintenance of the account. Neither the
15 landlord, the tenant, nor the bank can contract otherwise. If the bank deducts a fee from the
16 account, the landlord would then have a duty to replenish the account for those charges.
17

18 Under subsection (b)(3), the effect of commingling not permitted by this act, as, for
19 example, when the landlord commingles the landlord's personal funds with the security deposit,
20 is governed by law other than this act.
21

22 Under subsection (c), whether a transferee of funds from a bank account maintained for
23 the purpose of holding security deposits takes the funds free from the tenant's interest is
24 governed by other law. *See, e.g.,* Restatement (Third) of Restitution and Unjust Enrichment § 67,
25 *cmt. d.*

26 **SECTION 1203. SAFEKEEPING OF SECURITY DEPOSIT.**

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

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

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

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

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

1 business funds, in the account.

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

4 (c) A bank in which funds constituting a security deposit have been deposited has no duty
5 to ensure that the landlord properly applies the funds.

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

8 **Legislative Note:** A jurisdiction that wishes to require the payment of interest on a security
9 deposit should delete subsection (d) and replace it with a provision governing the parties' rights
10 regarding the interest payments.

11 **Comment**

12
13 Section 1203 introduces a new requirement that a landlord segregate security deposits
14 from the landlord's other funds. Imposing the safekeeping requirements ensures that an amount
15 equivalent to the deposited funds is available for return as required under various provisions in
16 the act.

17
18 It is not necessary for a landlord to deposit the specific funds received from a tenant into
19 the account. A landlord who places the landlord's own funds into a security deposit account to
20 cover the amounts received from tenants pursuant to this article is not engaged in an act of
21 commingling as these funds are no longer the landlord's personal funds.

22
23 The segregation requirement does not apply to prepaid rent. By definition, rent payments
24 made by or on behalf of the tenant for future dates, even if required by the terms of the lease or
25 as a condition of entering into the lease, are not security deposits. Rather, they are payment for
26 those future dates, discharging, to the extent of the payment, the obligation to pay rent for those
27 dates. Accordingly, unlike security deposits, the tenant no longer owns the funds paid as rent.
28 Several provisions of this act require a landlord to return to the tenant the amount of unearned
29 rent. If a landlord fails to comply with such a requirement, the aggrieved tenant would have a
30 right to a money judgment but would have no in rem claim to the unearned rent.

31
32 Subsection (b) does not preclude the landlord or tenant from recovering other damages to
33 which the landlord or tenant may be entitled under this act.

34 **SECTION 1204. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED** 35 36 **RENT ON TERMINATION OF LEASE.**

37 (a) After the termination of a lease, the tenant is entitled to the amount by which the

1 security deposit and any unearned rent exceeds the amount the landlord is owed under the lease
2 or this [act].

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

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

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

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

13 (c) If the amount under subsection (b) is less than the sum of the tenant's security deposit
14 and any unearned rent, the landlord shall provide the tenant or tenant representative, within the
15 [30] days specified under subsection (b), with a record specifying each item of property damage
16 or other unfulfilled obligation of the tenant to which the security deposit or unearned rent was
17 applied and the amount applied to each item.

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

21 (e) If a landlord fails to comply with subsection (b) or (c), the court may award the tenant
22 or the tenant representative, in addition to any amount recoverable under subsection (d), \$[250]
23 or [twice] the amount recoverable under subsection (d), whichever is greater, unless the

landlord's only noncompliance was the failure to comply with the requirements of 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 is 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.

Comment

The amount paid to a tenant need not be in cash but could be by check, money order, electronic transfer, or the like.

Subsection (e) provides a penalty when the landlord fails to comply with any of the requirements of subsections (b) or (c), including the failure to act within the applicable time period, the failure to provide a record to explain why the security deposit was not returned in full, and the failure to return an amount equal to the landlord's good faith calculation of the sum to which the tenant is entitled.

A landlord complies with subsection (b) if, within the time specified, it pays to the tenant the amount that the landlord in good faith determines that it owes, even if that amount is less than the amount to which the tenant is entitled under subsection (a). In cases in which the landlord complies with subsection (b), subsection (d) permits the tenant to recover the unpaid portion of the amount to which the tenant is entitled, but the landlord is not subject to the penalty in subsection (e).

SECTION 1205. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED RENT 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

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

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

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

14 (d) Subject to subsection (e), the successor to the landlord's interest in the premises has
15 all rights and obligations of the landlord under this [act] with respect to any security deposit held
16 by the predecessor landlord which has not been returned to the tenant, whether or not the security
17 deposit was transferred or distributed to the successor.

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

20 **Comment**

21
22 Section 1205 is a new section that provides for disposition of security deposits and
23 unearned rent after a transfer of the landlord's interest in the premises.
24

1 **ARTICLE 13**

2 **MISCELLANEOUS PROVISIONS**

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

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

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

14 **SECTION 1304. REPEALS.** The following are repealed:

15 (a)

16 (b)

17 (c)

18 **SECTION 1305. EFFECTIVE DATE.** This [act] takes effect on [insert date].

1 **APPENDIX**

2 ***Legislative Appendix Note:*** *If a state desires to adopt in whole or in part only one or more of*
3 *articles 6, 7, 8, 10, 11, or 12 of the Revised Uniform Residential Landlord and Tenant Act*
4 *(2015), the cross-references set forth below may serve as an adoption guide.*
5

6 *In addition to the specific sections designated below, the Revised Uniform Residential Landlord*
7 *and Tenant Act (2015) contains a number of “General Provisions” that provide overarching*
8 *principles applicable throughout the Act. Accordingly, jurisdictions that have not enacted the*
9 *1972 version of the Act may wish to include some or all of those provisions, which include:*
10 *Section 103 (Scope), Section 104 (Enforcement; Duty to Mitigate); Section 105 (Obligation of*
11 *Good Faith), Section 106 (Unconscionability), Section 107 (Knowledge and Notice), Section 110*
12 *(Common Law and Principles of Equity) and Section 205 (Attorney Fees). Jurisdictions that*
13 *have previously enacted the 1972 version of this Act may wish to consider the minor*
14 *modifications made in the 2015 Act to Sections 103 and 107, as well as the substantially different*
15 *approach taken to attorney fees in Section 205.*
16

17 **REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**
18 **ACCESS TO DWELLING UNIT**
19

20 **SECTION 1. DEFINITIONS.**
21

22 Article 1, Section 102(2), (4), (8), (9), (11), (12), (16), (17), (18), (19), (20), (21), (22),
23 (23), (26), (27), (28), (29), (33), and (34).
24

25 Related Definition: Article 1, Section 102(10).
26

27 Related Sections: Article 1, Section 107(b); Article 3, Section 302; and Article 10,
28 Section 1001.
29

30 **SECTION 2. LANDLORD ACCESS TO DWELLING UNIT.**
31

32 Article 7, Section 701.
33

34 Related Section: Article 6, Section 604.
35

36 **SECTION 3. REMEDIES FOR ABUSE OF ACCESS.**
37

38 Article 7, Section 702.

1 **REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**
2 **TENANT ABANDONMENT OF DWELLING UNIT**

3
4 **SECTION 1. DEFINITIONS.**

5
6 Article 1, Section 102(2), (7), (8), (9), (10), (11), (12), (16), (17), (18), (19), (20), (22),
7 (23), (24), (25), (26), (27), (29), (33), (34), and (36).

8
9 Related Sections: Article 1, Section 107(b) and Section 108; and Article 3, Section
10 302(b) and 304.

11
12 **SECTION 2. TENANT ABANDONMENT OF DWELLING UNIT.**

13
14 Article 6, Section 604.

15
16 Related Section: Article 12, Section 1204

17
18
19
20 **REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**
21 **DEATH OF TENANT**

22
23 **SECTION 1. DEFINITIONS.**

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

27
28 Related Sections: Article 1, Section 107(b); Article 8, Section 801.

29
30 **SECTION 2. DEATH OF TENANT.**

31
32 Article 8, Section 803.

33
34 **SECTION 3. REMOVAL OF DECEASED TENANT PERSONAL PROPERTY**
35 **BY PERSONAL REPRESENTATIVE.**

36
37 Article 10, Section 1002.

38
39 Related Section: Article 10, Section 1001.

40
41 **SECTION 4. DISPOSITION OF DECEASED TENANT PERSONAL PROPERTY**
42 **WITHOUT TENANT REPRESENTATIVE.**

43
44 Article 10, Section 1003.

45
46 Related Sections: Article 1, Section 109; Article 10, Section 1001.

1 **REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**
2 **DISPOSITION OF TENANT PERSONAL PROPERTY**

3
4 **SECTION 1. DEFINITIONS.**

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

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

11
12 **SECTION 2. DISPOSITION OF TENANT PERSONAL PROPERTY ON**
13 **PREMISES.**

14
15 Article 10, Section 1001.

16
17 **SECTION 3. REMOVAL OF DECEASED TENANT PERSONAL PROPERTY**
18 **BY TENANT REPRESENTATIVE.**

19
20 Article 10, Section 1002.

21
22 **SECTION 4. DISPOSITION OF DECEASED TENANT PERSONAL PROPERTY**
23 **WITHOUT TENANT REPRESENTATIVE.**

24
25 Article 10, Section 1003.

26
27
28
29 **REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**
30 **EFFECT OF DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING,**
31 **OR SEXUAL ASSAULT**

32
33 **SECTION 1. DEFINITIONS.**

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

37
38 Article 11, Section 1101.

39
40 Related Sections: Article 1, Section 107(b); Article 3, Section 304; Article 9, Section
41 901(b); Article 10, Section 1001; and Article 12, Section 1204.

42
43 **SECTION 2. EARLY RELEASE OR TERMINATION OF LEASE.**

44
45 Article 11, Section 1102.

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

3
4 Article 11, Section 1103.

5
6 **SECTION 4. VERIFICATION.**

7
8 Article 11, Section 1104.

9
10 **SECTION 5. PERPETRATOR’S LIABILITY FOR DAMAGES.**

11
12 Article 11, Section 1105.

13
14 **SECTION 6. CHANGE OF LOCK OR OTHER SECURITY DEVICE.**

15
16 Article 11, Section 1106.

17
18 **SECTION 7. EFFECT OF COURT ORDER TO VACATE.**

19
20 Article 11, Section 1107.

21
22 **SECTION 8. TERMINATION OF TENANCY OF PERPETRATOR WITHOUT**
23 **COURT ORDER.**

24
25 Article 11, Section 1108.

26
27 **SECTION 9. LANDLORD CONDUCT WITH RESPECT TO VICTIM.**

28
29 Article 11, Section 1109.

30
31 Related Section: Article 9, Section 901.

32
33
34
35 **REVISED UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT:**
36 **SECURITY DEPOSITS, FEES, AND UNEARNED RENT**

37
38 **SECTION 1. DEFINITIONS.**

39
40 Article 1, Section 102(2), (3), (5), (7), (8), (9), (11), (12), (14), (16), (17), (18), (19), (20),
41 (21), (22), (23), (24), (25), (26), (27), (29), (30), (32), (33), (34), (35), and (36).

42
43 Related Sections: Article 1, Sections 108 and 109.

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

3
4 Article 12, Section 1201.

5
6 **SECTION 3. LANDLORD, TENANT, AND THIRD PARTY INTERESTS IN**
7 **SECURITY DEPOSIT.**

8
9 Article 12, Section 1202.

10
11 **SECTION 4. SAFEKEEPING OF SECURITY DEPOSIT.**

12
13 Article 12, Section 1203.

14
15 **SECTION 5. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED RENT**
16 **ON TERMINATION OF LEASE.**

17
18 Article 12, Section 1204.

19
20 **SECTION 6. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED RENT**
21 **ON TERMINATION OF LANDLORD INTEREST IN PREMISES.**

22
23 Article 12, Section 1205.