

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

Drafted by the

NATIONAL CONFERENCE OF COMMISSIONERS  
ON UNIFORM STATE LAWS

and by it

APPROVED AND RECOMMENDED FOR ENACTMENT  
IN ALL THE STATES

at its

ANNUAL CONFERENCE  
MEETING IN ITS ONE-HUNDRED-AND-TWENTY-FOURTH YEAR  
WILLIAMSBURG, VIRGINIA  
JULY 10 - JULY 16, 2015

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NATIONAL CONFERENCE OF COMMISSIONERS  
ON UNIFORM STATE LAWS

July 20, 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           **SECTION 102. DEFINITIONS.** In this [act]:

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

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

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

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

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

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

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

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

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

1 or

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

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

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

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

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

18 (9) "Electronic" means relating to technology having electrical, digital, magnetic,  
19 wireless, optical, electromagnetic, or similar capabilities.

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

1 member.

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

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

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

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

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

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

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

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

18 (16) “Landlord” means:

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

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

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

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

1 after:

2 (i) the tenant has been given notice in a record that complies with Section  
3 108(c) and (d); or

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

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

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

14 (19) "Notice in a record" means notice that complies with the requirements of Section  
15 107(b).

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

17 (A) legal title to the premises; or

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

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

23 (22) "Periodic tenancy" means a tenancy created under a lease or arising by operation of

1 law for either month to month or week to week.

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

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

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

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

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

15 (28) “Repairs” includes remediations.

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

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

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

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

23 (B) to attach to or logically associate with the record an electronic symbol,

1 electronic-mail address, or other identifying header, sound, or process.

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

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

7 (34) “Tenant” means:

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

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

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

13 (35) “Tenant representative” means:

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

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

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

23 (37) “Willful” means intentional performance of an act the actor knows to be prohibited

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

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

### **SECTION 103. SCOPE.**

(a) In this section:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

11 (5) transient occupancy;

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

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

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

17 (9) occupancy as a vacation rental; and

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

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

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

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

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

3           **SECTION 106. UNCONSCIONABILITY.**

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

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

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

16           **SECTION 107. KNOWLEDGE AND NOTICE.**

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

18                   (1) has actual knowledge of the fact;  
19                   (2) received notice of the fact under subsection (d); or  
20                   (3) has reason to know the fact exists from all facts known to the person at the  
21 time in question.

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

(1) delivered personally to the landlord or tenant;

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

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

108;

(B) if sent to the tenant, to the mailing address specified under Section

109, or

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

circumstances; or

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

(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).

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

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

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

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

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

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

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

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

21                   (1) the name of:

22                           (A) the landlord;

23                           (B) any person authorized to manage the premises;

1 (C) the owner of the premises; and

2 (D) any person authorized to act for the owner for service of process and  
3 receiving a notice or demand;

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

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

8 (d) A landlord shall keep current the information required to be given by subsection (c).

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

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

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

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

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

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

## ARTICLE 2

## GENERAL PROVISIONS APPLICABLE TO LEASE

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

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

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

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

(2) rent is:

(A) payable without demand or notice:

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

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

(B) uniformly apportioned from day to day; and

(3) 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.

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

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

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

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

9 (a) Subject to subsection (b):

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

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

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

20 (c) In the absence of a lease signed by the landlord or tenant which is delivered to the  
21 other, if the tenant accepts possession and pays rent to the landlord without reservation of rights  
22 and the landlord accepts rent from the tenant without reservation of rights, the tenancy created is  
23 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.

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

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

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

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

**SECTION 205. ATTORNEY'S FEES AND COSTS.**

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

(1) initiated the enforcement of a right or remedy under a lease or this [act] and



1 substantially prevailed on the right or remedy asserted; or

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

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

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

### 11 **ARTICLE 3**

#### 12 **LANDLORD DUTIES**

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

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

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

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

23 (2) have effective waterproofing and weather protection of the roof and exterior

walls, including windows and doors;

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

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

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

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

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

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

(i) clean and sanitary;

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

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

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

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

1 railings;

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

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

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

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

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

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

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

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

23 (3) the agreement does not diminish or affect the obligation of the landlord to

1 other tenants on the premises.

2 (e) The landlord may not treat performance of the agreement described in subsection (d)  
3 as a condition to any obligation or performance of the lease or this section.

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

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

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

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

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

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

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

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

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

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

(1) recover actual damages from the landlord; or

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

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

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

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beginning on the date the tenant gave the landlord notice under Section 401;

(B) actual damages;

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

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

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

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

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

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

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

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

(a) If a landlord's noncompliance with the lease or Section 302 materially interferes with the health or safety of the tenant or immediate family member and the noncompliance is not remedied within the period specified in Section 401(2)(B), the tenant may terminate the lease by

1 giving the landlord notice in a record of the tenant's intent to terminate the lease immediately or  
2 on a later date specified in the notice which is not later than [30] days from the date of the notice.

3 (b) If a landlord's noncompliance with the lease or Section 302 materially interferes with  
4 the use and enjoyment of the premises unrelated to the health and safety of the tenant or  
5 immediate family member and the noncompliance is not remedied within the period specified in  
6 Section 401(2)(A), the tenant may terminate the lease by giving the landlord notice in a record of  
7 the tenant's intent to terminate the lease on a date specified in the notice which is not earlier than  
8 [14] days after the expiration of the period allowed under Section 401 for the noncompliance to  
9 be remedied.

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

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

#### 14 **SECTION 404. LIMITATIONS ON REMEDIES.**

15 (a) If a dwelling unit or the premises are substantially damaged or destroyed by a fire,  
16 other casualty, or natural disaster and:

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

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



1 (b) If a dwelling unit or the premises are substantially damaged by a fire, other casualty,  
2 or natural disaster and continued occupancy of the unit is unlawful or dangerous or requires  
3 repairs that can be made only if the tenant vacates the unit, the landlord may terminate the lease  
4 by giving the tenant notice in a record that the lease will terminate on a specified date which may  
5 not be earlier than [five] days after the notice is given.

6 (c) If a landlord's noncompliance with the lease or Section 302 materially interferes with  
7 the health and safety of a tenant or immediate family member or the use and enjoyment of the  
8 premises by the tenant or immediate family member and it is impossible for the landlord to  
9 remedy the noncompliance within the applicable period specified in Section 401, the tenant may  
10 terminate the lease as provided in Section 403(b) or, subject to subsection (d), continue the lease  
11 and recover actual damages limited to diminution in the value of the dwelling unit.

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

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

21 (f) This section does not preclude:

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

1 or

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

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

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

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

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

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

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

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

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

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

1           **SECTION 406. REPAIR BY TENANT.**

2           (a) Subject to subsection (d), if a landlord fails to comply with the lease or Section 302,  
3 the tenant may give notice to the landlord under Section 401 specifying the noncompliance. If  
4 the landlord fails to remedy the noncompliance within the applicable period specified in Section  
5 401 and the reasonable cost to remedy the noncompliance does not exceed one month's periodic  
6 rent, the tenant may remedy the noncompliance at the landlord's expense.

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

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

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

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

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

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

1           **SECTION 407. FAILURE OF ESSENTIAL SERVICE.**

2           (a) Except as provided in Section 404, if a tenant fails to receive an essential service the  
3 landlord has a duty to provide under Section 302(b), the tenant may give notice to the landlord  
4 under Section 401 specifying the failure. If the landlord fails to provide the essential service  
5 within the applicable period specified in Section 401, the tenant may:

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

8                   (2) procure comparable substitute housing at the landlord's expense during the  
9 period of the noncompliance.

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

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

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

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

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

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

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

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

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

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

13 (B) actual damages;

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

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

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

22 (f) If rent has not been paid into escrow under this section and the court determines that  
23 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 enter judgment for unpaid rent less any amount expended by the tenant in compliance with Section 406 to repair the premises and actual damages.

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

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

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

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

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

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

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

(1) recover possession; or

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

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

## 3 **ARTICLE 5**

### 4 **TENANT DUTIES**

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

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

11 (b) A tenant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 (A) normal wear and tear;

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

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

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

22



1 **ARTICLE 6**

2 **LANDLORD REMEDIES**

3 **SECTION 601. TENANT FAILURE TO PAY RENT; OTHER**  
4 **NONCOMPLIANCE WITH LEASE.**

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

7 (1) a landlord may terminate a lease for nonpayment of rent when the rent is  
8 unpaid when due by giving the tenant notice in a record stating that if the rent remains unpaid  
9 [14] days after the notice is given, the lease will terminate on expiration of the [14]-day period or  
10 a later date specified in the notice; or

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

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

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

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

22 (3) the noncompliance by the tenant, immediate family member, or guest poses an  
23 actual and imminent threat to the health and safety of any individual on the premises or the

landlord or the landlord's agent; or

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

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

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

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

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

(1) obtain injunctive relief or specific performance; or

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

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

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

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

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

(a) Subject to subsection (b), acceptance by a landlord of rent for two or more successive rental periods with knowledge of noncompliance by the tenant with the lease or this [act] or acceptance by the landlord of the tenant's performance that varies from the terms of the lease or

1 this [act] is a waiver of the landlord's right to terminate the lease for that noncompliance, unless  
2 the landlord and tenant otherwise agree after the noncompliance occurs.

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

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

6 (a) Distraint for rent is abolished.

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

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

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

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

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

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

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

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

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

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

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

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

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

10 (2) treat the abandonment as wrongful.

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

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

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

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

23 (4) If the landlord fails to use reasonable efforts to lease the abandoning tenant's

1 unit, the lease terminates as of the date of abandonment, and the landlord and tenant are liable to  
2 each other under the lease or this [act] only for a noncompliance with the lease that occurred  
3 before the date of abandonment and the landlord shall return any security deposit and unearned  
4 rent to which the tenant is entitled under Section 1204.

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

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

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

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

## 13 **ARTICLE 7**

### 14 **ACCESS TO DWELLING UNIT**

#### 15 **SECTION 701. LANDLORD ACCESS TO DWELLING UNIT.**

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

18 (1) inspect it;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 **SECTION 702. REMEDIES FOR ABUSE OF ACCESS.**

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

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

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

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

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

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

18 **ARTICLE 8**

19 **PERIODIC AND HOLDOVER TENANCY; DEATH**

20 **OF TENANT**

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

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

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

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

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

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

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

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

#### **SECTION 803. DEATH OF TENANT.**

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

(b) Except as otherwise provided in this section or law other than this [act], a landlord or



1 tenant representative may terminate the lease of the deceased tenant by giving to the other and to  
2 the tenant's surviving spouse [or partner in a civil union] [or domestic partner] who resides in the  
3 dwelling unit notice in a record that the lease will terminate on a date specified in the notice  
4 which is not earlier than [30] days after the notice is given in the case of a tenancy for a fixed  
5 term or a specified date consistent with Section 801(b) in the case of a periodic tenancy. If the  
6 notice is sent to the tenant's surviving spouse [or partner], it shall also contain a statement that  
7 the surviving spouse [or partner] has [20] days after receipt of the notice to assume the lease. If  
8 the spouse [or partner] assumes the lease, the spouse [or partner] becomes the tenant under the  
9 lease.

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

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

## 17 **ARTICLE 9**

### 18 **RETALIATION**

#### 19 **SECTION 901. RETALIATION PROHIBITED.**

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

22 (1) complained to a governmental agency responsible for the enforcement of a  
23 building, housing, fire, or health code or other law alleging a violation applicable to the premises

1 materially affecting the health or safety of the tenant or immediate family member; or

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

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

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

6 (5) exercised or attempted to exercise a legal right or remedy under the lease, this  
7 [act], or law other than this [act]; or

8 (6) pursued an action or sought an administrative remedy against the landlord or  
9 testified against the landlord in court or an administrative proceeding.

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

12 (1) increasing the rent or fees;

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

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

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

20 (5) terminating a periodic tenancy; or

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

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

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

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

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

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

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

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

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

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

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

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

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

23 (b) If a lease is terminated under subsection (a), the landlord shall return any security

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

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

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

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

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

11 (c) If a presumption arises under subsection (a), the landlord may rebut the presumption  
12 by a preponderance of evidence showing that the landlord had sufficient justification for  
13 engaging in the conduct under Section 901(b) and would have engaged in the conduct in the  
14 same manner and at the same time whether or not the tenant had engaged in conduct described in  
15 Section 901(a).

16 **SECTION 904. LANDLORD REMEDIES FOR BAD FAITH ACTION OF**  
17 **TENANT.** If a tenant engages in conduct described in Section 901(a)(1) or (5) knowing there is  
18 no factual or legal basis for the conduct, the landlord may recover actual damages and a court  
19 may award the landlord an amount up to [three times] the periodic rent.  
20

1 **ARTICLE 10**

2 **DISPOSITION OF TENANT PERSONAL PROPERTY**

3 **SECTION 1001. DISPOSITION OF TENANT PERSONAL PROPERTY ON**  
4 **PREMISES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1           **SECTION 1002. REMOVAL OF DECEASED TENANT PERSONAL PROPERTY**  
2 **BY TENANT REPRESENTATIVE.**

3           (a) If a landlord knows of the death of a tenant who, at the time of death, was the sole  
4 occupant of the dwelling unit under a lease, the landlord:

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

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

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

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

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

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

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

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

23           (f) In addition to the rights provided in this section, a tenant representative has the

1 deceased tenant's rights and responsibilities under Section 1001.

2           **SECTION 1003. DISPOSITION OF DECEASED TENANT PERSONAL**  
3 **PROPERTY WITHOUT TENANT REPRESENTATIVE.**

4           (a) If a landlord knows of the death of a tenant who, at the time of death, was the sole  
5 occupant of the dwelling unit under a lease, and the landlord terminates the lease under Section  
6 803(d) because the landlord is unable to notify a tenant representative, the landlord:

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

- 10                           (A) the name of the tenant and address of the dwelling unit;  
11                           (B) the approximate date of the tenant's death;  
12                           (C) that, if the personal property on the premises is not claimed within  
13 [60] days after the notice was sent, the property is subject to disposal by the landlord; and  
14                           (D) the landlord's name, telephone number, and mail or electronic-mail  
15 address at which the landlord may be contacted to claim the property; and

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

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

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



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

## 3 **ARTICLE 11**

### 4 **EFFECT OF DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING, OR** 5 **SEXUAL ASSAULT**

#### 6 **SECTION 1101. DEFINITIONS.** In this article:

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

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

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

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

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

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

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

23 (8) “Victim-services provider” means a person that assists victims of domestic violence,

1 dating violence, stalking, or sexual assault. The term includes a rape crisis center, domestic  
2 violence shelter, faith-based organization, or other organization with a history of work  
3 concerning domestic violence, dating violence, stalking, or sexual assault.

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

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

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

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

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

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

19 (1) states the tenant's intent to be released from the lease on a date not earlier than  
20 [30] days from the date of the notice or, if the perpetrator is a cotenant of the dwelling unit, an  
21 earlier date;

22 (2) states facts giving rise to the fear of psychological harm or suffering an act of  
23 further domestic violence, dating violence, stalking, or sexual assault if the victim continues to

1     reside in the unit; and

2                     (3) is given to the landlord:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 1104. VERIFICATION.**

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

(1) from the tenant:

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

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

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

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

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

12 (F) a statement that the representations in the verification are true and  
13 accurate to the best of the tenant's knowledge and the tenant understands that the verification  
14 could be used as evidence in court; and

15 (2) from an attesting third party:

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

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

20 (C) a statement that the third party has read the tenant's verification and  
21 has been advised by the tenant that the tenant or immediate family member is the victim of an act  
22 of domestic violence, dating violence, stalking, or sexual assault and has a reasonable fear that  
23 the tenant or family member will suffer psychological harm or a further act of domestic violence,

1 dating violence, stalking, or sexual assault if the tenant or family member continues to reside in  
2 the dwelling unit; and

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

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

#### 10 **SECTION 1105. PERPETRATOR LIABILITY FOR DAMAGES.**

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

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

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

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

landlord and any other tenant, other than the perpetrator, that is a party to the lease.

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

(c) If a perpetrator is a party to the lease, the locks or other security devices may not be changed or rekeyed under subsection (a) unless there is a court order, other than an ex parte order, expressly requiring the perpetrator to vacate the dwelling unit or to have no contact with the tenant or immediate family member and a copy of the order has been given to the landlord.

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

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

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

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

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

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

(c) Termination of a perpetrator's interest under a lease under this section does not

1 terminate the interest of any other tenant under the lease or alter the obligations of any other  
2 tenant under the lease.

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

6 **SECTION 1108. TERMINATION OF TENANCY OF PERPETRATOR**  
7 **WITHOUT COURT ORDER.**

8 (a) If a landlord has a reasonable belief that a tenant or immediate family member is the  
9 victim of an act of domestic violence, dating violence, stalking, or sexual assault and another  
10 tenant on the lease is the perpetrator, the landlord may terminate the perpetrator's interest in the  
11 lease by giving the perpetrator notice in a record that the perpetrator's interest will terminate  
12 immediately or on a later date specified in the notice which is not later than [30] days after the  
13 giving of the notice. The notice must state that the landlord has a reasonable belief that the  
14 perpetrator has committed an act of domestic violence, dating violence, stalking, or sexual  
15 assault and the approximate date of the act.

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

23 (c) Failure of a tenant to receive the notice of the landlord's intent to terminate the



perpetrator's interest under subsection (b) does not affect the landlord's right to terminate under this section or expose the landlord to any liability.

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

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

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

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

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

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

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

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

(2) an act of domestic violence, dating violence, stalking, or sexual assault

1 committed against the tenant or immediate family member resulted in a violation of the lease or  
2 this [act] by the tenant; or

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

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

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

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

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

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

21 (2) the landlord demonstrates that:

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

1 (B) the perpetrator has damaged the premises.

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

4 (1) terminate the lease;

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

7 (3) obtain appropriate injunctive relief.

## 8 **ARTICLE 12**

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

#### 10 **SECTION 1201. PAYMENT REQUIRED AT THE COMMENCEMENT OF** 11 **TERM OF LEASE.**

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

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

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

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

1           **SECTION 1202. LANDLORD, TENANT, AND THIRD PARTY INTERESTS IN**  
2 **SECURITY DEPOSIT.**

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

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

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

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

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

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

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

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

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

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

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

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

23                           (A) by holding the funds in a bank account that is used exclusively for

1 security deposits, that is maintained with a federally insured bank doing business in this state,  
2 and the title of which indicates that it contains security deposits; and

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

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

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

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

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

14 **SECTION 1204. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED**  
15 **RENT ON TERMINATION OF LEASE.**

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

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

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

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

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

6                   (c) If the amount under subsection (b) is less than the sum of the tenant's security deposit  
7 and any unearned rent, the landlord shall provide the tenant or tenant representative, within the  
8 [30] days specified under subsection (b), with a record specifying each item of property damage  
9 or other unfulfilled obligation of the tenant to which the security deposit or unearned rent was  
10 applied and the amount applied to each item.

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

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

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

1           **SECTION 1205. DISPOSITION OF SECURITY DEPOSIT AND UNEARNED**  
2           **RENT ON TERMINATION OF LANDLORD INTEREST IN PREMISES.**

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

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

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

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

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

22          (d) Subject to subsection (e), the successor to the landlord's interest in the premises has  
23          all rights and obligations of the landlord under this [act] with respect to any security deposit held

1 by the predecessor landlord which has not been returned to the tenant, whether or not the security  
2 deposit was transferred or distributed to the successor.

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

## 5 **ARTICLE 13**

### 6 **MISCELLANEOUS PROVISIONS**

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

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

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

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

19 (a) . . . .

20 (b) . . . .

21 (c) . . . .

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