

Policy Questions to Discuss with URLTA Committee in April

1. Definition of “landlord.” The definition previously referred to the “owner or lessor of a dwelling unit or the building of which it is a part, a successor in interest to the landlord, a person described in Section 301(d), and a person who enters into a lease on behalf of an undisclosed owner. We have deleted “lessor” because we do not think it is necessary or helpful. Is that OK?
2. Definition of “willful.” See § 102 (49). This definition emphasizes that a penalty is imposed only if a party has the intent to circumvent obligations/rights under the Act or a lease, as distinguished from knowingly/deliberately doing some act without knowledge that it violated the Act or a lease. Example: a “mom or pop” landlord using a form lease from the internet that, unbeknownst to the landlord, has a provision prohibited by Section 203. Are you OK with this definition or do you want to delete on the ground that ignorance of the law is no excuse?
3. Section 501(c). Should remedies be available if the landlord is working on a noncompliant condition but was not able to get it fixed within the relevant time period in Section 501(b)?
4. Section 502(c). This section provides the remedy for the landlord’s failure to deliver actual possession to the tenant. One of the JEB members raised a hypothetical involving a prior tenant that claims he or she had properly exercised an option to renew the lease, but where the landlord claims that there was not a renewal and thus the landlord contracts with a new tenant. Now the old tenant has not moved out. Would the landlord’s failure to deliver possession in this context be willful or not in good faith? Wilson Freyermuth says: “I wouldn’t think so, but the meaning of those terms can be a little opaque. At the stage of comment drafting, perhaps some illustrations could provide meaningful guidance, particularly if the consequences are to include double/treble damages and/or attorney fees.”
5. Does § 604(d) capture what the Committee decided?
6. Do we want to include an Article on Assignment/Subleases? See Article 11 §§ 1001 – 1002 (Read together with sec. 102 (41)(42)(43) and (45).
7. Reread Article 12 on Security Deposits plus definitions 102 (24) (18) (19) (35) and (36).
8. Should Sec. 508 (e) be in brackets?
9. Read Article 10. Is the ready to be read this summer as is?
10. Reread Article 9 with emphasis on 901 (c) (8). Is this family group wide enough or too narrow?
11. Review Section 501 (d)
12. Review Comments from Observers and Advisors from Domestic Violence Community