

HOUSE BILL NO. 348

INTRODUCED BY P. WEBB

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4 A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING LAWS RELATED TO LANDLORDS AND
5 TENANTS CONCERNING RENTAL AGREEMENTS AND MOBILE HOME LOT LEASES; REQUIRING
6 ADDITIONAL TENANTS TO RECEIVE WRITTEN PERMISSION FROM A LANDLORD; MODIFYING
7 PROVISIONS RELATED TO TENANT ABSENCES; ~~ALLOWING THE LANDLORD TO~~ MODIFYING WHEN THE
8 LANDLORD MAY ENTER THE PREMISES WITHOUT NOTICE DURING THE ABSENCE OF A TENANT;
9 ~~ELIMINATING A REQUIREMENT FOR A TENANT TO SUPPLY A LANDLORD WITH A KEY FOR A LOCK NOT~~
10 ~~SUPPLIED BY THE LANDLORD; MODIFYING PROVISIONS CONCERNING LOCKS ON TENANT PREMISES;~~
11 REQUIRING A TENANT TO REPORT HEALTH OR SAFETY ISSUES AND DAMAGES TO A LANDLORD;
12 AMENDING SECTIONS 45-6-106, 70-24-302, 70-24-312, 70-24-321, 70-24-322, 70-24-422, 70-24-424,
13 70-24-426, 70-33-302, 70-33-312, 70-33-321, 70-33-322, 70-33-422, 70-33-424, 70-33-426, AND 70-33-433,
14 MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND AN APPLICABILITY DATE."

15

16 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

17

18 NEW SECTION. **Section 1. Additional tenants.** If any additional person intends to reside in the
19 dwelling unit after the rental agreement has been signed by the tenant and delivered to the landlord, the tenant
20 shall disclose the name of each person to the landlord at least 5 days before the person commences tenancy.
21 The person may not commence tenancy unless the landlord has consented in writing. This section does not apply
22 to a guest.

23

24 **Section 2.** Section 45-6-106, MCA, is amended to read:

25 **"45-6-106. Criminal mischief damage to rental property.** (1) A tenant commits the offense of criminal
26 mischief damage to rental property if the tenant purposely or knowingly destroys, defaces, damages, impairs, or
27 removes any part of the premises with a value of at least \$1,000 or permits any person to do so in violation of
28 70-24-321(2)(a) or 70-33-321(3)(a).

29 (2) A person convicted of the offense of criminal mischief damage to rental property shall be fined an
30 amount not to exceed \$1,000 or be imprisoned in the county jail for a term not to exceed 6 months, or both.

1 (3) A person convicted of criminal mischief damage to rental property must be ordered to make restitution
2 in an amount and manner to be set by the court pursuant to 46-18-201(5) and 46-18-241 through 46-18-249.

3 (4) A prosecution under this section is independent of and does not constitute a waiver of any of the
4 rights, duties, obligations, and remedies otherwise provided for under Title 70, chapter 24 or 33.

5 (5) A person convicted of criminal mischief damage to rental property under this section is not subject
6 to the provisions of 45-6-101."

7

8 **Section 3.** Section 70-24-302, MCA, is amended to read:

9 **"70-24-302. Landlord to deliver possession of dwelling unit.** (1) At the commencement of the term,
10 a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and
11 70-24-303. A landlord may immediately bring an action for possession against a person wrongfully in possession.

12 (2) If a landlord accepts rent or a deposit from a person intending to occupy the premises, the landlord
13 is considered to have given consent for the person to take possession of the property and to have created a
14 landlord-tenant relationship."

15

16 **Section 4.** Section 70-24-312, MCA, is amended to read:

17 **"70-24-312. Access to premises by landlord.** (1) A tenant may not unreasonably withhold consent to
18 the landlord or the landlord's agent to enter into the dwelling unit in order to inspect the premises, make
19 necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services,
20 or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

21 (2) A landlord may enter the dwelling unit without consent of the tenant in the case of an emergency.

22 (3) A landlord may not abuse the right of access or use it to harass the tenant. Except in the case of an
23 emergency, ~~pursuant to 70-24-322,~~ or unless it is impracticable to do so, the landlord shall give the tenant at least
24 24 hours' notice of the intent to enter and may enter only at reasonable times.

25 (4) A landlord has no other right of access except:

26 (a) pursuant to court order;

27 (b) as permitted by 70-24-425 and 70-24-426(2); or

28 (c) when the tenant has abandoned or surrendered the premises.

29 (5) ~~(A) A~~ EXCEPT AS PROVIDED IN SUBSECTION (5)(C), A tenant may not remove a lock or replace or add
30 a lock not supplied by the landlord to the premises ~~without the written permission of the landlord. If a tenant~~

1 ~~removes a lock or replaces or adds a lock not supplied by the landlord to the premises, the tenant shall provide~~
 2 ~~the landlord with a key to ensure that the landlord will have the right of access as provided by this chapter.~~

3 (B) AT THE REQUEST OF A CURRENT OR NEW TENANT, THE LANDLORD SHALL PROVIDE NEW LOCKS TO THE
 4 EXTERIOR DOORS OF THE PREMISES AT THE TENANT'S EXPENSE AND SHALL RETAIN A COPY OF THE KEY. WHEN THE
 5 TENANCY IS VACATED, THE LOCKS AND THE KEY MUST BE RETURNED TO THE TENANT UNLESS THE LOCKING SYSTEM IS A
 6 MASTER KEY SYSTEM, IN WHICH CASE THE LANDLORD SHALL REKEY THE LOCK AT NO EXPENSE TO THE TENANT.

7 (C) IF THE TENANT ADDS A NEW LOCK TO ANY INTERIOR DOOR OF THE PREMISES, THE TENANT SHALL AT THE
 8 TENANT'S EXPENSE PROVIDE A KEY TO THE LANDLORD. THE TENANT IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE
 9 INSTALLATION OF THE LOCK TO THE PREMISES. THE TENANT SHALL RETURN TO THE LANDLORD ANY PORTION OF THE DOOR
 10 REMOVED IN THE PROCESS OF ADDING A NEW LOCK.

11 (D) FOR THE PURPOSES OF THIS SUBSECTION (5), A "MASTER KEY SYSTEM" IS A KEY SYSTEM WITH A SINGLE KEY
 12 THAT OPENS ALL OF THE LOCKS IN THE SET, THE INDIVIDUAL KEYS FOR WHICH ARE NOT INTERCHANGEABLE."

13

14 **Section 5.** Section 70-24-321, MCA, is amended to read:

15 **"70-24-321. Tenant to maintain dwelling unit.** (1) A tenant shall:

16 (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and
 17 housing codes materially affecting health and safety and shall promptly report to the landlord any issues affecting
 18 health or safety concerning the premises;

19 (b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as
 20 the condition of the premises permits;

21 (c) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe
 22 manner;

23 (d) keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
 24 permits;

25 (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning,
 26 and other facilities and appliances, including elevators, in the premises;

27 (f) conduct oneself and require other persons on the premises with the tenant's consent to conduct
 28 themselves in a manner, that will not disturb the tenant's neighbors' peaceful enjoyment of the premises; and

29 (g) use the parts of the premises, including the living room, bedroom, kitchen, bathroom, and dining
 30 room, in a reasonable manner, considering the purposes for which they were designed and intended. This section

1 does not preclude the right of the tenant to operate a limited business or cottage industry on the premises, subject
 2 to state and local laws, if the landlord has consented in writing. The landlord may not unreasonably withhold
 3 consent if the limited business or cottage industry is operated within reasonable rules of the landlord.

4 (2) (a) A tenant may not destroy, deface, damage, impair, or remove any part of the premises or permit
 5 any person to do so.

6 (b) A tenant shall promptly report to the landlord any damage to the premises.

7 (3) A tenant may not engage or knowingly allow any person to engage in any activity on the premises
 8 that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants
 9 may be injured, including but not limited to any of the following activities:

10 (a) criminal production or manufacture of dangerous drugs as prohibited by 45-9-110;

11 (b) operation of an unlawful clandestine laboratory as prohibited by 45-9-132;

12 (c) gang-related activities as prohibited by Title 45, chapter 8, part 4;

13 (d) unlawful possession of a firearm, explosive, or hazardous or toxic substance; or

14 (e) any activity that is otherwise prohibited by law."

15

16 **Section 6.** Section 70-24-322, MCA, is amended to read:

17 "**70-24-322. Tenant to occupy as dwelling unit only -- extended absence.** (1) Unless otherwise
 18 ~~agreed~~ contained in the rental agreement or unless written permission is obtained from the landlord, a tenant shall
 19 occupy the tenant's dwelling unit only as a dwelling unit.

20 (2) The ~~rental agreement may require that the tenant shall~~ notify the landlord of an anticipated ~~extended~~
 21 absence from the premises in excess of ~~7 days~~ 24 hours ~~5 DAYS~~ no later than ~~the first day~~ 2 days ~~24 HOURS~~ prior
 22 to the beginning of the extended absence. The tenant shall notify the landlord of an unanticipated absence from
 23 the premises within 24 hours of the commencement of the tenant's absence. If the tenant has notified the landlord
 24 that the tenant is absent from the premises pursuant to this provision, the landlord may enter the premises
 25 without notice as provided in 70-24-426(2)."

26

27 **Section 7.** Section 70-24-422, MCA, is amended to read:

28 "**70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages --**
 29 **injunction.** (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental
 30 agreement or a noncompliance with 70-24-321, the landlord may deliver a written notice to the tenant pursuant

1 to 70-24-108 specifying the acts and omissions constituting the noncompliance and that the rental agreement
2 will terminate upon a date specified in the notice not less than the minimum number of days after receipt of the
3 notice provided for in this section. The rental agreement terminates as provided in the notice, subject to the
4 following:

5 (a) If the noncompliance is remediable by repairs, the payment of damages, or otherwise and the tenant
6 adequately remedies the noncompliance before the date specified in the notice, the rental agreement does not
7 terminate.

8 (b) If the noncompliance involves an unauthorized pet, the notice period is 3 days.

9 (c) If the noncompliance involves unauthorized persons residing in the rental unit, the notice period is
10 3 days.

11 (d) If the noncompliance is not listed in subsection (1)(b) or (1)(c), the notice period is 14 days.

12 (e) If substantially the same act or omission that constituted a prior noncompliance of which notice was
13 given recurs within 6 months, the landlord may terminate the rental agreement upon at least 5 days' written notice
14 specifying the noncompliance and the date of the termination of the rental agreement.

15 (2) If rent is unpaid when due and the tenant fails to pay rent within 3 days after written notice by the
16 landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within
17 that period, the landlord may terminate the rental agreement.

18 (3) If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation
19 of 70-24-321(2)(a), the landlord may terminate the rental agreement upon giving 3 days' written notice specifying
20 the noncompliance under the provisions of 70-24-321(2)(a).

21 (4) If the tenant creates a reasonable potential that the premises may be damaged or destroyed or that
22 neighboring tenants may be injured in violation of 70-24-321(3), the landlord may terminate the rental agreement
23 upon giving 3 days' written notice specifying the violation and noncompliance under the provisions of
24 70-24-321(3).

25 (5) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive
26 relief for any noncompliance by the tenant with the rental agreement or 70-24-321. Except as provided in
27 subsection (6), if the tenant's noncompliance is purposeful, the landlord may recover treble damages.

28 (6) Treble damages may not be recovered for the tenant's early termination of the tenancy.

29 (7) The landlord is not bound by this section in the event that the landlord elects to use the 30-day notice
30 for termination of tenancy as provided in 70-24-441."

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2 **Section 8.** Section 70-24-424, MCA, is amended to read:

3 **"70-24-424. Refusal of access -- landlord's remedies.** (1) If the tenant refuses to allow lawful access,
4 the landlord may either obtain injunctive relief to compel access or terminate the rental agreement. In either case
5 the landlord may recover actual damages.

6 (2) If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises ~~and~~
7 ~~fails to provide a key as required by~~ pursuant to 70-24-312(5), the landlord may either obtain injunctive relief or
8 terminate the rental agreement."

9

10 **Section 9.** Section 70-24-426, MCA, is amended to read:

11 **"70-24-426. Remedies for absence or abandonment.** (1) ~~If the rental agreement requires~~ the tenant
12 ~~fails~~ to give notice to the landlord of an anticipated ~~extended~~ absence in excess of ~~7 days 24 hours~~ 5 DAYS, as
13 provided for in 70-24-322, ~~and the tenant fails to do so~~, the landlord may recover actual damages from the tenant.

14 (2) During an absence of the tenant in excess of ~~7 days 24 hours~~ 5 DAYS, the landlord may enter the
15 dwelling unit at times reasonably necessary.

16 (3) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair
17 rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement,
18 the rental agreement terminates as of the date of the tenancy. If the landlord fails to use reasonable efforts to rent
19 the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement
20 is terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from
21 month to month or week to week, the term of the rental agreement for this purpose is a month or a week, as the
22 case may be."

23

24 NEW SECTION. **Section 10. Additional tenants.** If any additional person intends to occupy the lot after
25 the rental agreement has been signed by the tenant and delivered to the landlord, the tenant shall disclose the
26 name of each person to the landlord at least 5 days before the person commences tenancy. The person may
27 not commence tenancy unless the landlord has consented in writing.

28

29 **Section 11.** Section 70-33-302, MCA, is amended to read:

30 **"70-33-302. Landlord to deliver possession of premises.** (1) At the commencement of the rental term,

1 a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and
 2 70-33-303. A landlord may immediately bring an action for possession against a person wrongfully in possession.

3 (2) If a landlord accepts rent or a deposit from a person intending to occupy the premises, the landlord
 4 is considered to have given consent for the person to take possession of the property and to have created a
 5 landlord-tenant relationship."

6

7 **Section 12.** Section 70-33-312, MCA, is amended to read:

8 **"70-33-312. Access to premises by landlord.** (1) A tenant may not unreasonably withhold consent to
 9 the landlord or the landlord's agent to enter the lot in order to inspect the premises, make necessary or agreed
 10 repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the lot to prospective or
 11 actual purchasers, mortgagees, tenants, workers, or contractors.

12 (2) A landlord may enter the lot without consent of the tenant in case of emergency.

13 (3) A landlord may not abuse the right of access or use it to harass the tenant. Except in case of
 14 emergency, ~~pursuant to 70-33-322,~~ or unless it is impracticable to do so, the landlord shall give the tenant at least
 15 24 hours' notice of the intent to enter and may enter only at reasonable times.

16 (4) A landlord has no other right of access except:

17 (a) pursuant to a court order;

18 (b) as permitted by 70-33-425 and 70-33-426(1)(b); or

19 (c) when the tenant has abandoned or surrendered the premises.

20 (5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord to the premises
 21 without the written permission of the landlord. ~~If a tenant removes a lock or replaces or adds a lock not supplied~~
 22 ~~by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will~~
 23 ~~have the right of access as provided by this chapter."~~

24

25 **Section 13.** Section 70-33-321, MCA, is amended to read:

26 **"70-33-321. Tenant to maintain lot.** (1) A tenant shall:

27 (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and
 28 housing codes materially affecting health and safety and shall promptly report to the landlord any issues affecting
 29 health or safety concerning the premises;

30 (b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as

1 the condition of the premises permits;

2 (c) dispose of all ashes, garbage, rubbish, and other waste from the lot in a clean and safe manner;

3 (d) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning,

4 and other facilities and appliances, including elevators, in the premises;

5 (e) conduct oneself and require other persons on the premises with the tenant's consent to conduct
6 themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the premises; and

7 (f) use the parts of the premises in a reasonable manner considering the purposes for which they were
8 designed and intended.

9 (2) This section does not preclude the right of the tenant to operate a limited business or cottage industry
10 on the premises, subject to state and local laws, if the landlord has consented in writing. The landlord may not
11 unreasonably withhold consent if the limited business or cottage industry is operated within reasonable rules of
12 the landlord.

13 (3) (a) A tenant may not destroy, deface, damage, impair, or remove any part of the premises or permit
14 any person to do so.

15 (b) A tenant shall promptly report to the landlord any damage to the premises.

16 (4) A tenant may not engage or knowingly allow any person to engage in any activity on the premises
17 that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants
18 may be injured by any of the following:

19 (a) criminal production or manufacture of dangerous drugs, as prohibited by 45-9-110;

20 (b) operation of an unlawful clandestine laboratory, as prohibited by 45-9-132; or

21 (c) gang-related activities, as prohibited by Title 45, chapter 8, part 4."
22

23 **Section 14.** Section 70-33-322, MCA, is amended to read:

24 "**70-33-322. Notice of extended absence.** ~~The rental agreement may require that the tenant shall notify~~
25 ~~the landlord of an anticipated extended absence from the premises in excess of 7 days 24 hours 5 DAYS~~ not later
26 ~~than the first day 2 days 24 HOURS~~ prior to the beginning of the extended absence. The tenant shall notify the
27 landlord of an unanticipated absence from the premises within 24 hours of the commencement of the tenant's
28 absence. If the tenant has notified the landlord that the tenant is absent from the premises pursuant to this
29 provision, the landlord may enter the premises without notice as provided in 70-33-426(1)(b)."
30

1 **Section 15.** Section 70-33-422, MCA, is amended to read:

2 **"70-33-422. Noncompliance of tenant generally -- landlord's right of termination -- damages --**
 3 **injunction.** (1) If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation
 4 of 70-33-321(3)(a), the landlord may terminate the rental agreement upon giving 3 days' written notice specifying
 5 the noncompliance under the provisions of 70-33-321(3)(a).

6 (2) If the tenant creates a reasonable potential that the premises may be damaged or destroyed or that
 7 neighboring tenants may be injured, as evidenced by the tenant being arrested or charged with an act that
 8 violates the provisions of 70-33-321(4), the landlord may terminate the rental agreement upon giving 3 days'
 9 written notice specifying the violation and noncompliance under the provisions of 70-33-321(4).

10 (3) Except as otherwise provided in this chapter, the landlord may recover actual damages and obtain
 11 injunctive relief for any noncompliance by the tenant with the rental agreement or 70-33-321. Except as provided
 12 in subsection (4) of this section, if the tenant's noncompliance is purposeful, the landlord may recover treble
 13 damages.

14 (4) Treble damages may not be recovered for the tenant's early termination of the tenancy."
 15

16 **Section 16.** Section 70-33-424, MCA, is amended to read:

17 **"70-33-424. Refusal of access -- landlord's remedies.** (1) If the tenant refuses to allow lawful access,
 18 the landlord may either obtain injunctive relief to compel access or terminate the rental agreement. In either case,
 19 the landlord may recover actual damages.

20 (2) If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises ~~and~~
 21 ~~fails to provide a key as required by~~ pursuant to 70-33-312(5), the landlord may either obtain injunctive relief or
 22 terminate the rental agreement."
 23

24 **Section 17.** Section 70-33-426, MCA, is amended to read:

25 **"70-33-426. Remedies for absence or abandonment.** (1) (a) If ~~the rental agreement requires~~ the
 26 tenant ~~fails~~ to give notice to the landlord of an anticipated ~~extended~~ absence in excess of ~~7 days~~ 24 hours 5 DAYS,
 27 as provided for in 70-33-322, ~~and the tenant fails to do so~~, the landlord may recover actual damages from the
 28 tenant.

29 (b) During an absence of the tenant in excess of ~~7 days~~ 24 hours 5 DAYS, the landlord may enter the lot
 30 when reasonably necessary.

1 (2) (a) If the tenant abandons the lot, the landlord shall make reasonable efforts to rent the lot at a fair
2 rental. If the landlord rents the lot for a term beginning before the expiration of the rental agreement, the rental
3 agreement terminates as of the date of the new tenancy.

4 (b) If the landlord fails to use reasonable efforts to rent the lot at a fair rental or if the landlord accepts
5 the abandonment as a surrender, the rental agreement is terminated by the landlord as of the date the landlord
6 has notice of the abandonment.

7 (c) If the tenancy is from month to month or week to week, the term of the rental agreement for the
8 purposes of this subsection (2) is a month or a week, as appropriate."
9

10 **Section 18.** Section 70-33-433, MCA, is amended to read:

11 **"70-33-433. Grounds for termination of rental agreement.** (1) If there is a noncompliance by the
12 tenant with the rental agreement or with a provision of 70-33-321, the landlord may deliver a written notice to the
13 tenant pursuant to 70-33-106 specifying the acts or omissions constituting the noncompliance and stating that
14 the rental agreement will terminate upon the date specified in the notice that may not be less than the minimum
15 number of days after receipt of the notice provided for in this section. The rental agreement terminates as
16 provided in the notice for one or more of the following reasons and subject to the following conditions:

17 (a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental
18 agreement, for which the notice period is 7 days;

19 (b) a violation of a rule other than provided for in subsection (1)(a) that does not create an immediate
20 threat to the health and safety of any other tenant or the landlord or manager, for which the notice period is 14
21 days;

22 (c) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or
23 the landlord or manager, for which the notice period is 24 hours;

24 (d) late payment of rent, late charges, or common area maintenance fees, as established in the rental
25 agreement, three or more times within a 12-month period if written notice is given by the landlord after each failure
26 to pay, as required by subsection (1)(a), for which the notice period for termination for the final late payment is
27 30 days;

28 (e) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or
29 the landlord or manager whether or not notice was given pursuant to subsection (1)(c) and the violation was
30 remedied as provided in subsection (3), for which the notice period is 14 days;

1 (f) two or more violations within a 12-month period of the same rule for which notice has been given for
2 each prior violation, as provided in subsection (1)(a), (1)(b), or (1)(c), for which the notice period for the final
3 violation is 30 days;

4 (g) two or more violations of 70-33-321(1) within a 12-month period, for which the notice period for the
5 final violation is 14 days;

6 (h) any violation of 70-33-321(3)(a), for which the notice period is as provided in 70-33-422(1);

7 (i) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment and use
8 of the premises, for which the notice period is 30 days;

9 (j) any other noncompliance or violation not covered by subsections (1)(a) through (1)(i) that endangers
10 other tenants or mobile home park personnel or the landlord or manager or causes substantial damage to the
11 premises, for which the notice period is 14 days;

12 (k) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a federal
13 or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare of other tenants
14 or the landlord or manager or the landlord's documentation of a violation of the provisions of Title 45, chapter 9,
15 for which the notice period is 14 days;

16 (l) changes in the use of the land if the requirements of subsection (2) are met, for which the notice
17 period is 180 days;

18 (m) any legitimate business reason not covered elsewhere in this subsection (1) if the landlord meets
19 the following requirements:

20 (i) the termination does not violate a provision of this section or any other state statute; and

21 (ii) the landlord has given the mobile home owner or tenant of the mobile home owner a minimum of 90
22 days' written notice of the termination.

23 (2) If a landlord plans to change the use of all or part of the premises from mobile home lot rentals to
24 some other use, each affected mobile home owner must receive notice from the landlord as follows:

25 (a) The landlord shall give the mobile home owner and a tenant of the mobile home owner at least 15
26 days' written notice that the landlord will be appearing before a unit of local government to request permits for
27 a change of use of the premises.

28 (b) After all required permits requesting a change of use have been approved by the unit of local
29 government, the landlord shall give the mobile home owner and a tenant of the mobile home owner 6 months'
30 written notice of termination of tenancy. If the change of use does not require local government permits, the

1 landlord shall give the written notice at least 6 months prior to the change of use. In the notice the landlord shall
2 disclose and describe in detail the nature of the change of use.

3 (c) Prior to entering a rental agreement during the 6-month notice period referred to in subsection (2)(b),
4 the landlord shall give each prospective mobile home owner and any tenant of the mobile home owner whose
5 identity and address have been provided to the landlord written notice that the landlord is requesting a change
6 in use before a unit of local government or that a change in use has been approved.

7 (3) Subject to the right to terminate in subsections (1)(d) through (1)(k), if the noncompliance described
8 in subsections (1)(a) through (1)(c) is remediable by repairs, the payment of damages, or otherwise and the
9 tenant adequately remedies the noncompliance before the date specified in the notice, the rental agreement does
10 not terminate as a result of that noncompliance.

11 (4) For purposes of calculating the total number of notices given within a 12-month period under
12 subsection (1)(d), only one notice for each violation per month may be included in the calculation."
13

14 **NEW SECTION. Section 19. Codification instruction.** (1) [Section 1] is intended to be codified as an
15 integral part of Title 70, chapter 24, part 3, and the provisions of Title 70, chapter 24, part 3, apply to [section 1].

16 (2) [Section 10] is intended to be codified as an integral part of Title 70, chapter 33, part 3, and the
17 provisions of Title 70, chapter 33, part 3, apply to [section 10].
18

19 **COORDINATION SECTION. SECTION 20. COORDINATION INSTRUCTION.** IF SENATE BILL NO. 176 AND [THIS
20 ACT] ARE BOTH PASSED AND APPROVED AND IF BOTH CONTAIN A SECTION THAT AMENDS 70-24-312, THEN THE SECTION
21 IN SENATE BILL NO. 176 THAT AMENDS 70-24-312 IS VOID.
22

23 **COORDINATION SECTION. SECTION 21. COORDINATION INSTRUCTION.** IF SENATE BILL NO. 176 AND [THIS
24 ACT] ARE BOTH PASSED AND APPROVED AND IF BOTH CONTAIN A SECTION THAT AMENDS 70-24-426, THEN THE SECTIONS
25 AMENDING 70-24-426 ARE VOID AND 70-24-426 MUST BE AMENDED AS FOLLOWS:

26 **"70-24-426. Remedies for absence or abandonment.** (1) ~~If the rental agreement requires the tenant~~
27 ~~fails~~ to give notice to the landlord of an anticipated ~~extended~~ absence in excess of ~~7~~ 5 days, ~~as provided for in~~
28 ~~70-24-322, and the tenant fails to do so,~~ the landlord may recover actual damages from the tenant.

29 (2) During an absence of the tenant in excess of ~~7~~ 5 days, the landlord may enter the dwelling unit at
30 times reasonably necessary.

1 (3) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair
 2 rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement,
 3 the rental agreement terminates as of the date of the tenancy. If the landlord fails to use reasonable efforts to rent
 4 the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement
 5 is terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from
 6 month to month or week to week, the term of the rental agreement for this purpose is a month or a week, as the
 7 case may be."

8
 9 COORDINATION SECTION. SECTION 22. COORDINATION INSTRUCTION. IF SENATE BILL NO. 176 AND [THIS
 10 ACT] ARE BOTH PASSED AND APPROVED AND IF BOTH CONTAIN A SECTION THAT AMENDS 70-33-312, THEN THE SECTIONS
 11 AMENDING 70-33-312 ARE VOID AND 70-33-312 MUST BE AMENDED AS FOLLOWS:

12 **"70-33-312. Access to premises by landlord.** (1) A tenant may not ~~unreasonably~~ withhold consent to
 13 the landlord or the landlord's agent to enter the lot in order to inspect the premises, make necessary or agreed
 14 repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the lot to prospective or
 15 actual purchasers, mortgagees, tenants, workers, or contractors.

16 (2) (a) A landlord may immediately enter the lot without consent of the tenant in case of emergency.

17 (b) If there is not an emergency, the landlord shall give the tenant 24 hours' notice of the intent to enter
 18 the premises at reasonable times.

19 (3) A landlord may not abuse the right of access or use it to harass the tenant. ~~Except in case of~~
 20 ~~emergency or unless it is impracticable to do so, the landlord shall give the tenant at least 24 hours' notice of the~~
 21 ~~intent to enter and may enter only at reasonable times.~~

22 (4) A landlord has no other right of access except:

23 (a) pursuant to a court order;

24 (b) as permitted by 70-33-425 and 70-33-426(1)(b); or

25 (c) when the tenant has abandoned or surrendered the premises.

26 (5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord to the premises
 27 without the written permission of the landlord. If a tenant removes a lock or replaces or adds a lock not supplied
 28 by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will
 29 have the right of access as provided by this chapter."

30

1 NEW SECTION. **Section 23. Effective date.** [This act] is effective on passage and approval.

2

3 NEW SECTION. **Section 24. Applicability.** [This act] applies to rental agreements entered into,
4 extended, or renewed on or after [the effective date of this act].

5

- END -