

CHAPTER NO. 417

HOUSE BILL NO. 840

INTRODUCED BY McBRIDE, PALMER, KESSLER, DOZIER,
FAGG, COONEY, TEAGUE, WALDRON

IN THE HOUSE

February 16, 1979	Introduced and referred to Committee on Judiciary.
February 20, 1979	Committee recommend bill do pass. Report adopted.
February 21, 1979	Second reading, do pass as amended.
February 22, 1979	Correctly engrossed.
February 23, 1979	Third reading, passed. Transmitted to second house.

IN THE SENATE

February 23, 1979	Introduced and referred to Committee on Judiciary.
March 16, 1979	Committee recommend bill be concurred in. Report adopted.
March 19, 1979	Motion pass consideration.
March 20, 1979	Second reading, concurred in.
March 23, 1979	Third reading, concurred in.

IN THE HOUSE

March 24, 1979	Returned from second house. Concurred in. Sent to enrolling. Reported correctly enrolled.
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House BILL NO. *840*

INTRODUCED BY *McBride Palmer Parker*
Dave Falger Cooney Eugene Wallson

A BILL FOR AN ACT ENTITLED: "AN ACT TO PROVIDE FOR JUSTICE'S COURT JURISDICTION OVER RESIDENTIAL LANDLORD-TENANT DISPUTES; INCREASE THE NOTICE REQUIREMENT FOR TERMINATION OF A TENANCY INVOLVING A MOBILE HOME; AND PROVIDE THAT UNLAWFUL DETAINER AND CERTAIN FORCIBLE DETAINER PROVISIONS DO NOT APPLY TO RESIDENTIAL LANDLORD-TENANT ARRANGEMENTS; AMENDING SECTIONS 3-10-302, 70-24-103, 70-24-441, AND 70-27-101, MCA."

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

Section 1. Section 3-10-302, MCA, is amended to read:

"3-10-302. Jurisdiction over forcible entry, and unlawful detainer, and residential landlord-tenant disputes. The justices' courts have concurrent jurisdiction with the district courts within their respective counties in actions of forcible entry and unlawful detainer and in actions brought under Title 70, chapter 24."

Section 2. Section 70-24-103, MCA, is amended to read:

"70-24-103. General definitions. Subject to additional definitions contained in subsequent sections and unless the context otherwise requires, in this chapter the following definitions apply:

(1) "Action" includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined, including an action for possession.

~~(2) "Court" means the appropriate district court or the appropriate justice's court.~~

~~(3) " Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by a person who maintains a household or by two or more persons who maintain a common household. " Dwelling unit", in the case of a person who rents space in a mobile home park but does not rent the mobile home, means the space rented and not the mobile home itself.~~

~~(4) " Good faith" means honesty in fact in the conduct of the transaction concerned.~~

~~(5) " Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part and also means a manager of the premises who fails to disclose his managerial position.~~

~~(6) " Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.~~

~~(7) " Owner" means one or more persons, jointly or severally, in whom is vested all or part of:~~

1 (a) the legal title to property; or
 2 (b) the beneficial ownership and a right to present
 3 use and enjoyment of the premises, including a mortgagee in
 4 possession.

5 ~~(7)~~(8) "Person" includes an individual or
 6 organization.

7 ~~(8)~~(9) "Premises" means a dwelling unit and the
 8 structure of which it is a part, the facilities and
 9 appurtenances therein, and the grounds, areas, and
 10 facilities held out for the use of tenants generally or
 11 promised for the use of a tenant.

12 ~~(9)~~(10) "Rent" means all payments to be made to the
 13 landlord under the rental agreement.

14 ~~(10)~~(11) "Rental agreement" means all agreements,
 15 written or oral, and valid rules adopted under 70-24-311
 16 embodying the terms and conditions concerning the use and
 17 occupancy of a dwelling unit and premises.

18 ~~(11)~~(12) "Roomer" means a person occupying a dwelling
 19 unit that does not include a toilet, a bathtub or a shower,
 20 a refrigerator, a stove, or a kitchen sink, all of which are
 21 provided by the landlord and one or more of these facilities
 22 are used in common by occupants in the structure.

23 ~~(12)~~(13) "Single family residence" means a structure
 24 maintained and used as a single dwelling unit.
 25 Notwithstanding that a dwelling unit shares one or more

1 walls with another dwelling unit, it is a single family
 2 residence if it has direct access to a street or
 3 thoroughfare and shares neither heating facilities, hot
 4 water equipment, nor any other essential facility or service
 5 with another dwelling unit.

6 ~~(13)~~(14) "Tenant" means a person entitled under a
 7 rental agreement to occupy a dwelling unit to the exclusion
 8 of others."

9 Section 3. Section 70-24-441, MCA, is amended to read:

10 "70-24-441. Termination by landlord or tenant. (1) The
 11 landlord or the tenant may terminate a week-to-week tenancy
 12 by a written notice given to the other at least 7 days
 13 before the termination date specified in the notice.

14 (2) The landlord or the tenant may terminate a
 15 month-to-month tenancy by giving to the other at any time
 16 during the tenancy at least 30 days' notice in writing prior
 17 to the date designated in the notice for the termination of
 18 the tenancy.

19 ~~(3) Notwithstanding subsections (1) and (2), the~~
 20 ~~landlord or tenant may terminate a tenancy for occupancy of~~
 21 ~~a mobile home or for rental of space in a mobile home park~~
 22 ~~by giving to the other at any time during the tenancy at~~
 23 ~~least 90 days' notice in writing prior to the date~~
 24 ~~designated in the notice for the termination of the tenancy.~~

25 ~~(3)~~(4) The tenancy terminates on the date designated

1 and without regard to the expiration of the period for
2 which, by the terms of the tenancy, rents are to be paid.
3 Unless otherwise agreed, rent is uniformly apportionable
4 from day to day."

5 Section 4. Section 70-27-101, MCA, is amended to read:

6 "70-27-101. ~~Jurisdiction Application and jurisdiction.~~
7 ~~(1) This chapter, except as it relates to forcible detainer~~
8 ~~as defined in 70-27-103(2) only and as it relates to~~
9 ~~forcible entry, does not apply to arrangements governed by~~
10 ~~chapter 24 of this title.~~

11 (2) The district court of the county in which the
12 property or some part of it is situated shall have
13 jurisdiction of proceedings under this chapter, provided
14 that justices' courts, within their respective counties,
15 shall have concurrent jurisdiction."

-End-

HOUSE BILL NO. 840

INTRODUCED BY McBRIDE, PALMER, KESSLER, DOZIER,

FAGG, COONEY, TEAGUE, WALDRON

A BILL FOR AN ACT ENTITLED: "AN ACT TO PROVIDE FOR JUSTICE'S COURT JURISDICTION OVER RESIDENTIAL LANDLORD-TENANT DISPUTES; INCREASE--THE--NOTICE--REQUIREMENT FOR--TERMINATION--OF--A--TENANCY--INVOLVING--A--MOBILE--HOME; AND PROVIDE THAT UNLAWFUL DETAINER AND CERTAIN FORCIBLE DETAINER PROVISIONS DO NOT APPLY TO RESIDENTIAL LANDLORD-TENANT ARRANGEMENTS; AMENDING SECTIONS 3-10-302, 70-24-103, 70-24-441, AND 70-27-101, MCA."

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

Section 1. Section 3-10-302, MCA, is amended to read:

"3-10-302. Jurisdiction over forcible entry, and unlawful detainers, and residential landlord-tenant disputes. The justices' courts have concurrent jurisdiction with the district courts within their respective counties in actions of forcible entry and unlawful detainer and in actions brought under Title 70, chapter 24."

Section 2. Section 70-24-103, MCA, is amended to read:

"70-24-103. General definitions. Subject to additional definitions contained in subsequent sections and unless the context otherwise requires, in this chapter the following

definitions apply:

(1) "Action" includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined, including an action for possession.

(2) "Court" means the appropriate district court or the appropriate justice's court.

(3)(1) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by a person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit", in the case of a person who rents space in a mobile home park but does not rent the mobile home, means the space rented and not the mobile home itself.

(4)(1) "Good faith" means honesty in fact in the conduct of the transaction concerned.

(5)(1) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part and also means a manager of the premises who fails to disclose his managerial position.

(6)(1) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

(7)(1) "Owner" means one or more persons, jointly or

1 severally, in whom is vested all or part of:

2 (a) the legal title to property; or

3 (b) the beneficial ownership and a right to present
4 use and enjoyment of the premises, including a mortgagee in
5 possession.

6 ~~(7)~~⁽⁸⁾ "Person" includes an individual or
7 organization.

8 ~~(8)~~⁽⁹⁾ "Premises" means a dwelling unit and the
9 structure of which it is a part, the facilities and
10 appurtenances therein, and the grounds, areas, and
11 facilities held out for the use of tenants generally or
12 promised for the use of a tenant.

13 ~~(9)~~⁽¹⁰⁾ "Rent" means all payments to be made to the
14 landlord under the rental agreement.

15 ~~(10)~~⁽¹¹⁾ "Rental agreement" means all agreements,
16 written or oral, and valid rules adopted under 70-24-311
17 embodying the terms and conditions concerning the use and
18 occupancy of a dwelling unit and premises.

19 ~~(11)~~⁽¹²⁾ "Roomer" means a person occupying a dwelling
20 unit that does not include a toilet, a bathtub or a shower,
21 a refrigerator, a stove, or a kitchen sink, all of which are
22 provided by the landlord and one or more of these facilities
23 are used in common by occupants in the structure.

24 ~~(12)~~⁽¹³⁾ "Single family residence" means a structure
25 maintained and used as a single dwelling unit.

1 Notwithstanding that a dwelling unit shares one or more
2 walls with another dwelling unit, it is a single family
3 residence if it has direct access to a street or
4 thoroughfare and shares neither heating facilities, hot
5 water equipment, nor any other essential facility or service
6 with another dwelling unit.

7 ~~(13)~~⁽¹⁴⁾ "Tenant" means a person entitled under a
8 rental agreement to occupy a dwelling unit to the exclusion
9 of others."

10 ~~Section 3. Section 70-24-441, MCA, is amended to read:~~
11 ~~"70-24-441. Termination by landlord or tenant. (1)~~
12 ~~The landlord or the tenant may terminate a week-to-week~~
13 ~~tenancy by a written notice given to the other at least 7~~
14 ~~days before the termination date specified in the notice.~~

15 ~~(2) The landlord or the tenant may terminate a~~
16 ~~month-to-month tenancy by giving to the other at any time~~
17 ~~during the tenancy at least 30 days' notice in writing prior~~
18 ~~to the date designated in the notice for the termination of~~
19 ~~the tenancy.~~

20 ~~(3) Notwithstanding subsections (1) and (2), the~~
21 ~~landlord or tenant may terminate a tenancy for occupancy of~~
22 ~~a mobile home or for rental of space in a mobile home park~~
23 ~~by giving to the other at any time during the tenancy at~~
24 ~~least 90 days' notice in writing prior to the date~~
25 ~~designated in the notice for the termination of the tenancy.~~

1 ~~{3}{11}--The tenancy terminates on the date designated~~
2 ~~and without regard to the expiration of the period for~~
3 ~~which, by the terms of the tenancy, rents are to be paid.~~
4 ~~Unless otherwise agreed, rent is uniformly apportionable~~
5 ~~from day to day."~~

6 Section 3. Section 70-27-101, MCA, is amended to read:

7 "70-27-101. ~~Jurisdiction Application and jurisdiction.~~
8 ~~(1) This chapter, except as it relates to forcible detainer~~
9 ~~as defined in 70-27-103(2) only and as it relates to~~
10 ~~forcible entry, does not apply to arrangements governed by~~
11 ~~chapter 24 of this title.~~

12 (2) The district court of the county in which the
13 property or some part of it is situated shall have
14 jurisdiction of proceedings under this chapter, provided
15 that justices' courts, within their respective counties,
16 shall have concurrent jurisdiction."

-End-

HOUSE BILL NO. 840

INTRODUCED BY McBRIDE, PALMER, KESSLER, DOZIER,

FAGG, COONEY, TEAGUE, WALDRON

A BILL FOR AN ACT ENTITLED: "AN ACT TO PROVIDE FOR JUSTICE'S COURT JURISDICTION OVER RESIDENTIAL LANDLORD-TENANT DISPUTES; INCREASE--THE--NOTICE--REQUIREMENT FOR--TERMINATION--OF--A--TENANCY--INVOLVING--A--MOBILE--HOME; AND PROVIDE THAT UNLAWFUL DETAINER AND CERTAIN FORCIBLE DETAINER PROVISIONS DO NOT APPLY TO RESIDENTIAL LANDLORD-TENANT ARRANGEMENTS; AMENDING SECTIONS 3-10-302, 70-24-103, 70-24-441, AND 70-27-101, MCA."

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

Section 1. Section 3-10-302, MCA, is amended to read:

"3-10-302. Jurisdiction over forcible entry, and unlawful detainer, and residential landlord-tenant disputes. The justices' courts have concurrent jurisdiction with the district courts within their respective counties in actions of forcible entry and unlawful detainer and in actions brought under Title 10, chapter 24."

Section 2. Section 70-24-103, MCA, is amended to read:

"70-24-103. General definitions. Subject to additional definitions contained in subsequent sections and unless the context otherwise requires, in this chapter the following

definitions apply:

(1) "Action" includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined, including an action for possession.

(2) "Court" means the appropriate district court or the appropriate justice's courts.

(3) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by a person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit", in the case of a person who rents space in a mobile home park but does not rent the mobile home, means the space rented and not the mobile home itself.

(4) "Good faith" means honesty in fact in the conduct of the transaction concerned.

(5) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part and also means a manager of the premises who fails to disclose his managerial position.

(6) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

(7) "Owner" means one or more persons, jointly or

1 severally, in whom is vested all or part of:

2 (a) the legal title to property; or

3 (b) the beneficial ownership and a right to present

4 use and enjoyment of the premises, including a mortgagee in

5 possession.

6 ~~†7†(2)~~ "Person" includes an individual or

7 organization.

8 ~~†8†(2)~~ "Premises" means a dwelling unit and the

9 structure of which it is a part, the facilities and

10 appurtenances therein, and the grounds, areas, and

11 facilities held out for the use of tenants generally or

12 promised for the use of a tenant.

13 ~~†9†(12)~~ "Rent" means all payments to be made to the

14 landlord under the rental agreement.

15 ~~†10†(11)~~ "Rental agreement" means all agreements,

16 written or oral, and valid rules adopted under 70-24-311

17 embodying the terms and conditions concerning the use and

18 occupancy of a dwelling unit and premises.

19 ~~†11†(12)~~ "Roomer" means a person occupying a dwelling

20 unit that does not include a toilet, a bathtub or a shower,

21 a refrigerator, a stove, or a kitchen sink, all of which are

22 provided by the landlord and one or more of these facilities

23 are used in common by occupants in the structure.

24 ~~†12†(13)~~ "Single family residence" means a structure

25 maintained and used as a single dwelling unit.

1 Notwithstanding that a dwelling unit shares one or more

2 walls with another dwelling unit, it is a single family

3 residence if it has direct access to a street or

4 thoroughfare and shares neither heating facilities, hot

5 water equipment, nor any other essential facility or service

6 with another dwelling unit.

7 ~~†13†(14)~~ "Tenant" means a person entitled under a

8 rental agreement to occupy a dwelling unit to the exclusion

9 of others."

10 ~~Section 3--Section 70-24-44, MCA, is amended to read:~~

11 ~~"70-24-44--Termination--by--landlord--or--tenant--(1)~~

12 ~~the--landlord--or--the--tenant--may--terminate--a--week--to--week~~

13 ~~tenancy--by--a--written--notice--given--to--the--other--at--least--7~~

14 ~~days--before--the--termination--date--specified--in--the--notice~~

15 ~~(2)--The--landlord--or--the--tenant--may--terminate--a~~

16 ~~month--to--month--tenancy--by--giving--to--the--other--at--any--time~~

17 ~~during--the--tenancy--at--least--30--days--notice--in--writing--prior~~

18 ~~to--the--date--designated--in--the--notice--for--the--termination--of~~

19 ~~the--tenancy.~~

20 ~~(3)--Notwithstanding--exceptions--(1)--and--(2)--the~~

21 ~~landlord--or--tenant--may--terminate--a--tenancy--for--occupancy--of~~

22 ~~a--mobile--home--or--for--rental--of--space--in--a--mobile--home--park~~

23 ~~by--giving--to--the--other--at--any--time--during--the--tenancy--at~~

24 ~~least--90--days--notice--in--writing--prior--to--the--date~~

25 ~~designated--in--the--notice--for--the--termination--of--the--tenancy.~~

1 ~~(3)(4) The tenancy terminates on the date designated~~
2 ~~and without regard to the expiration of the period for~~
3 ~~which by the terms of the tenancy rents are to be paid~~
4 ~~unless otherwise agreed, rent is uniformly apportionable~~
5 ~~from day to day."~~

6 Section 3. Section 70-27-101, MCA, is amended to read:

7 "70-27-101. ~~Jurisdiction Application and jurisdiction.~~

8 ~~(1) This chapter, except as it relates to forcible detainer~~
9 ~~as defined in 70-27-103(2) only and as it relates to~~
10 ~~forcible entry, does not apply to arrangements governed by~~
11 ~~chapter 25 of this title.~~

12 ~~(2) The district court of the county in which the~~
13 ~~property or some part of it is situated shall have~~
14 ~~jurisdiction of proceedings under this chapter, provided~~
15 ~~that justices' courts, within their respective counties,~~
16 ~~shall have concurrent jurisdiction."~~

-End-