

HOUSE BILL NO. 573  
INTRODUCED BY KADAS

IN THE HOUSE

FEBRUARY 10, 1993	INTRODUCED AND REFERRED TO COMMITTEE ON JUDICIARY.
	FIRST READING.
FEBRUARY 17, 1993	COMMITTEE RECOMMEND BILL DO PASS. REPORT ADOPTED.
FEBRUARY 18, 1993	PRINTING REPORT.
FEBRUARY 19, 1993	SECOND READING, DO PASS.
FEBRUARY 20, 1993	ENGROSSING REPORT.
FEBRUARY 22, 1993	THIRD READING, PASSED. AYES, 77; NOES, 21.
FEBRUARY 23, 1993	TRANSMITTED TO SENATE.

IN THE SENATE

MARCH 1, 1993	INTRODUCED AND REFERRED TO COMMITTEE ON JUDICIARY.
	FIRST READING.
MARCH 15, 1993	COMMITTEE RECOMMEND BILL BE CONCURRED IN. REPORT ADOPTED.
MARCH 16, 1993	SECOND READING, CONCURRED IN.
MARCH 17, 1993	THIRD READING, CONCURRED IN. AYES, 49; NOES, 0.
	RETURNED TO HOUSE.

IN THE HOUSE

MARCH 18, 1993	RECEIVED FROM SENATE.
	SENT TO ENROLLING.
	REPORTED CORRECTLY ENROLLED.

1 House BILL NO. 573  
 2 INTRODUCED BY Kedus  
 3  
 4 A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING THE  
 5 RESIDENTIAL LANDLORD AND TENANT LAWS; CHANGING DELIVERY OF  
 6 NOTICE TO EXCLUDE REGISTERED MAIL; PROVIDING THAT ACCEPTANCE  
 7 OF RENT OR DEPOSIT BY A LANDLORD CONSTITUTES DELIVERY OF  
 8 POSSESSION OF THE DWELLING UNIT TO THE TENANT; DISALLOWING  
 9 THE TRANSFER OF PREMISES DURING A TENANCY WITHOUT WRITTEN  
 10 CONSENT BY A LANDLORD; PROHIBITING A TENANT FROM REMOVING A  
 11 LOCK OR REPLACING OR ADDING A LOCK NOT SUPPLIED BY A  
 12 LANDLORD WITHOUT PROVIDING A KEY TO THE LANDLORD; ALLOWING A  
 13 TENANT TO OPERATE LIMITED BUSINESSES OR COTTAGE INDUSTRIES  
 14 ON A PREMISES WITHIN REASONABLE RULES OF THE LANDLORD AND  
 15 WITH THE LANDLORD'S WRITTEN CONSENT; PROVIDING THAT RULES  
 16 AND REGULATIONS MUST BE APPLIED AND ENFORCED UNIFORMLY AND  
 17 FAIRLY; ALLOWING A TENANT TO TERMINATE A RENTAL AGREEMENT ON  
 18 THE LANDLORD'S FAILURE TO REMEDY A CASE OF EMERGENCY WITHIN  
 19 3 DAYS AFTER THE TENANT'S WRITTEN NOTICE; REQUIRING A TENANT  
 20 TO HAVE REPAIRS MADE BY A QUALIFIED PERSON IN A CASE OF  
 21 EMERGENCY; CLARIFYING A LANDLORD'S REMEDY FOR A TENANT'S  
 22 NONCOMPLIANCE WITH A RENTAL AGREEMENT; PROVIDING A LANDLORD  
 23 INJUNCTIVE RELIEF FOR A TENANT'S FAILURE TO PROVIDE THE  
 24 LANDLORD WITH A KEY TO A LOCK NOT SUPPLIED BY THE LANDLORD;  
 25 AND AMENDING SECTIONS 70-24-103, 70-24-108, 70-24-302,

1 70-24-312, 70-24-321, 70-24-401, 70-24-406, 70-24-422, AND  
 2 70-24-424, MCA."

3  
 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

5 **Section 1.** Section 70-24-103, MCA, is amended to read:

6 "70-24-103. General definitions. Subject to additional  
 7 definitions contained in subsequent sections and unless the  
 8 context otherwise requires, in this chapter, the following  
 9 definitions apply:

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

13 (2) "Case of emergency" is an extraordinary occurrence  
 14 beyond the tenant's control requiring immediate action to  
 15 protect the premises or the tenant. A case of emergency may  
 16 include the interruption of essential services, including  
 17 heat, electricity, gas, running water, hot water, and sewer  
 18 and septic system service, or life-threatening events in  
 19 which the tenant has reasonable apprehension of immediate  
 20 danger to the tenant or others.

21 (3) "Court" means the appropriate district court or  
 22 the appropriate justice's court.

23 (4) "Dwelling unit" means a structure or the part of  
 24 a structure that is used as a home, residence, or sleeping  
 25 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}{5} "Good faith" means honesty in fact in the conduct of the transaction concerned.

{5}{6} "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 a managerial position.

{6}{7} "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}{8} "Owner" means one or more persons, jointly or severally, in whom is vested all or part of:

(a) the legal title to property; or

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

{8}{9} "Person" includes an individual or organization.

{9}{10} "Premises" means a dwelling unit and the structure of which it is a part, the facilities and appurtenances therein in the structure, and the grounds,

areas, and facilities held out for the use of tenants generally or promised for the use of a tenant.

{10}{11} "Rent" means all payments to be made to the landlord under the rental agreement.

{11}{12} "Rental agreement" means all agreements, written or oral, and valid rules adopted under 70-24-311 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

{12}{13} "Roomer" means a person occupying a dwelling unit that does not include a toilet, a bathtub or a shower, a refrigerator, a stove, or a kitchen sink, all of which are provided by the landlord and one or more of these facilities are used in common by occupants in the structure.

{13}{14} "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with another dwelling unit.

{14}{15} "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others."

**Section 2.** Section 70-24-108, MCA, is amended to read:

1       "70-24-108. What constitutes notice. (1) A person has  
2 notice of a fact if:

3       (a) he the person has actual knowledge of it;

4       (b) in the case of a landlord, it is delivered at the  
5 place of business of the landlord through which the rental  
6 agreement was made; or

7       (c) in the case of a landlord or tenant, it is  
8 delivered in hand to the landlord or tenant or mailed by  
9 registered with a certificate of mailing or by certified  
10 mail to him the person at the place held out by him the  
11 person as the place for receipt of the communication or, in  
12 the absence of such a designation, to his last-known the  
13 person's last-known address. If notice is made with a  
14 certificate of mailing or by certified mail, service of the  
15 notice is considered to have been made upon the date 3 days  
16 after the date of mailing.

17       (2) Notice received by an organization is effective for  
18 a particular transaction from the time it is brought to the  
19 attention of the individual conducting that transaction and,  
20 in any event, from the time it would have been brought to  
21 his the individual's attention if the organization had  
22 exercised reasonable diligence."

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

24       "70-24-302. Landlord to deliver possession of dwelling  
25 unit. (1) At the commencement of the term, a landlord shall

1 deliver possession of the premises to the tenant in  
2 compliance with the rental agreement and 70-24-303. A  
3 landlord may bring an action for possession against a person  
4 wrongfully in possession.

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

10       NEW SECTION. Section 4. Transfer of premises by  
11 tenant. (1) A tenant who vacates a dwelling unit during the  
12 term of a tenancy may not allow the possession of the  
13 property to be transferred to a third person or sublet the  
14 property unless the landlord or the landlord's agent has  
15 consented in writing.

16       (2) The sale or rental of a mobile home located upon a  
17 rental lot does not entitle the purchaser or renter to  
18 retain rental of the lot unless the purchaser or renter  
19 enters into a rental agreement with the owner of the lot.

20       (3) A mobile home owner who owns the mobile home but  
21 rents the lot space has the exclusive right to sell the  
22 mobile home without interference or conditions by the  
23 landlord. The new purchaser shall make suitable arrangements  
24 with the landlord in order to become a tenant on the mobile  
25 home lot. The purchase of the mobile home does not

1 automatically entitle the purchaser to rent the mobile home  
2 lot.

3 **Section 5.** Section 70-24-312, MCA, is amended to read:

4 "70-24-312. Access to premises by landlord. (1) A  
5 tenant may not unreasonably withhold consent to the landlord  
6 or his the landlord's agent to enter into the dwelling unit  
7 in order to inspect the premises, make necessary or agreed  
8 repairs, decorations, alterations, or improvements, supply  
9 necessary or agreed services, or exhibit the dwelling unit  
10 to prospective or actual purchasers, mortgagees, tenants,  
11 workmen, or contractors.

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

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

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

20 (a) pursuant to court order;

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

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

24 (5) A tenant may not remove a lock or replace or add a  
25 lock not supplied by the landlord to the premises without

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

6 **Section 6.** Section 70-24-321, MCA, is amended to read:

7 "70-24-321. Tenant to maintain dwelling unit. (1) A  
8 tenant shall:

9 (a) comply with all obligations primarily imposed upon  
10 tenants by applicable provisions of building and housing  
11 codes materially affecting health and safety;

12 (b) keep that part of the premises that he the tenant  
13 occupies and uses as reasonably clean and safe as the  
14 condition of the premises permits;

15 (c) dispose from his the dwelling unit all ashes,  
16 garbage, rubbish, and other waste in a clean and safe  
17 manner;

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

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

24 (f) conduct himself oneself and require other persons  
25 on the premises with his the tenant's consent to conduct

1 themselves in a manner that will not disturb his the  
2 tenant's neighbors' peaceful enjoyment of the premises; and

3 (g) use the parts of the premises including the living  
4 room, bedroom, kitchen, bathroom, and dining room in a  
5 reasonable manner considering the purposes for which they  
6 were designed and intended. This section does not preclude  
7 the right of the tenant to operate a limited business or  
8 cottage industry on the premises, subject to state and local  
9 laws, provided the landlord has consented in writing. The  
10 landlord may not unreasonably withhold consent, provided  
11 that the limited business or cottage industry is operated  
12 within reasonable rules of the landlord.

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

16 **Section 7.** Section 70-24-401, MCA, is amended to read:

17 "70-24-401. Administration of remedies -- enforcement.

18 (1) The remedies provided by this chapter shall be so must  
19 be administered so that an aggrieved party may recover  
20 appropriate damages. The aggrieved party has a duty to  
21 mitigate damages.

22 (2) A right or obligation declared by this chapter is  
23 enforceable by action unless the provision declaring it  
24 specifies a different and limited effect.

25 (3) Rules and regulations that are not a part of this

1 chapter and that affect the relationship between the  
2 landlord and tenant must be uniformly and fairly applied and  
3 enforced."

4 **Section 8.** Section 70-24-406, MCA, is amended to read:

5 "70-24-406. Failure of landlord to maintain premises --  
6 tenant's remedies. (1) Except as provided in this chapter,  
7 if there is a noncompliance with 70-24-303 affecting health  
8 and safety, the tenant may:

9 (a) deliver a written notice to the landlord specifying  
10 the acts and omissions constituting the breach and that the  
11 rental agreement will terminate upon a date not less than 30  
12 days after receipt of the notice if the breach is not  
13 remedied in 14 days. If the noncompliance results in a case  
14 of emergency and the landlord fails to remedy the situation  
15 within 3 working days after written notice by the tenant of  
16 the situation and the tenant's intention to terminate the  
17 rental agreement, the tenant may terminate the rental  
18 agreement. The rental agreement terminates as provided in  
19 the notice subject to the following exceptions:

20 (i) if the breach is remediable by repairs, the payment  
21 of damages, or otherwise and the landlord adequately  
22 remedies the breach before the date specified in the notice,  
23 the rental agreement does not terminate by reason of the  
24 breach;

25 (ii) if substantially the same act or omission which

constituted a prior noncompliance of which notice was given recurs within 6 months, the tenant may terminate the rental agreement upon at least 14 days' written notice specifying the breach and the date of termination of the rental agreement;

(iii) the tenant may not terminate for a condition caused by himself the tenant, a member of his the tenant's family, or other persons on the premises with his the tenant's consent;

(b) make repairs himself that do not cost more than 1 month's rent and deduct the cost from the rent if he the tenant has given the landlord notice and he the landlord has not made the repairs within a reasonable time. If the repair is required in a case of emergency and the landlord has not made the repairs, the tenant may have repairs made only by a person qualified to make the repairs.

(2) Except as provided in this chapter, the tenant may recover actual damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or 70-24-303.

(3) The remedy provided in subsection (2) of this section is in addition to a right of the tenant arising under subsection (1).

(4) If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant pursuant

to chapter 25 of this title."

**Section 9.** Section 70-24-422, MCA, is amended to read:

"70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages -- injunction. (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement or a noncompliance with 70-24-321 affecting health and safety, the landlord may deliver a written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice. If the breach is not remedied within that time, the rental agreement terminates as provided in the notice subject to the following exceptions:

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

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

(2) (a) Except as provided in subsection (2)(b), if

1 rent is unpaid when due and the tenant fails to pay rent  
2 within 3 days after written notice by the landlord of  
3 nonpayment and his the landlord's intention to terminate the  
4 rental agreement if the rent is not paid within that period,  
5 the landlord may terminate the rental agreement.

6 (b) For a rental agreement involving a tenant who rents  
7 space to park a mobile home but who does not rent the mobile  
8 home, the notice period referred to in subsection (2)(a) is  
9 15 days.

10 (3) If the tenant destroys, defaces, damages, impairs,  
11 or removes any part of the premises in violation of  
12 70-24-321(2), the landlord may terminate the rental  
13 agreement upon giving 3 days' written notice specifying the  
14 breach under the provisions of 70-24-321(2).

15 (4) Except as provided in this chapter, the landlord  
16 may recover actual damages and obtain injunctive relief for  
17 any noncompliance by the tenant with the rental agreement or  
18 70-24-321. Except as provided in subsection (5), if the  
19 tenant's noncompliance is purposeful, the landlord may  
20 recover treble damages.

21 (5) Treble damages may not be recovered for the  
22 tenant's early termination of the tenancy.

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

1 **Section 10.** Section 70-24-424, MCA, is amended to read:

2 "70-24-424. Refusal of access -- landlord's remedies.

3 (1) If the tenant refuses to allow lawful access, the  
4 landlord may either obtain injunctive relief to compel  
5 access or terminate the rental agreement. In either case the  
6 landlord may recover actual damages.

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

12 **NEW SECTION. Section 11.** Codification instruction.  
13 [Section 4] is intended to be codified as an integral part  
14 of Title 70, chapter 24, part 3, and the provisions of Title  
15 70, chapter 24, part 3, apply to [section 4].

-End-



APPROVED BY COMMITTEE  
ON JUDICIARY

1 House BILL NO. 573  
2 INTRODUCED BY Kedoo  
3  
4 A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING THE  
5 RESIDENTIAL LANDLORD AND TENANT LAWS; CHANGING DELIVERY OF  
6 NOTICE TO EXCLUDE REGISTERED MAIL; PROVIDING THAT ACCEPTANCE  
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16 AND REGULATIONS MUST BE APPLIED AND ENFORCED UNIFORMLY AND  
17 FAIRLY; ALLOWING A TENANT TO TERMINATE A RENTAL AGREEMENT ON  
18 THE LANDLORD'S FAILURE TO REMEDY A CASE OF EMERGENCY WITHIN  
19 3 DAYS AFTER THE TENANT'S WRITTEN NOTICE; REQUIRING A TENANT  
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7 definitions contained in subsequent sections and unless the  
8 context otherwise requires, in this chapter, the following  
9 definitions apply:

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

13 (2) "Case of emergency" is an extraordinary occurrence  
14 beyond the tenant's control requiring immediate action to  
15 protect the premises or the tenant. A case of emergency may  
16 include the interruption of essential services, including  
17 heat, electricity, gas, running water, hot water, and sewer  
18 and septic system service, or life-threatening events in  
19 which the tenant has reasonable apprehension of immediate  
20 danger to the tenant or others.

21 (3) "Court" means the appropriate district court or  
22 the appropriate justice's court.

23 (4) "Dwelling unit" means a structure or the part of  
24 a structure that is used as a home, residence, or sleeping  
25 place by a person who maintains a household or by two or

1 more persons who maintain a common household. "Dwelling  
2 unit", in the case of a person who rents space in a mobile  
3 home park but does not rent the mobile home, means the space  
4 rented and not the mobile home itself.

5 †4†(5) "Good faith" means honesty in fact in the  
6 conduct of the transaction concerned.

7 †5†(6) "Landlord" means the owner, lessor, or sublessor  
8 of the dwelling unit or the building of which it is a part  
9 and also means a manager of the premises who fails to  
10 disclose his a managerial position.

11 †6†(7) "Organization" includes a corporation,  
12 government, governmental subdivision or agency, business  
13 trust, estate, trust, partnership or association, two or  
14 more persons having a joint or common interest, and any  
15 other legal or commercial entity.

16 †7†(8) "Owner" means one or more persons, jointly or  
17 severally, in whom is vested all or part of:

18 (a) the legal title to property; or

19 (b) the beneficial ownership and a right to present use  
20 and enjoyment of the premises, including a mortgagee in  
21 possession.

22 †8†(9) "Person" includes an individual or organization.

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24 structure of which it is a part, the facilities and  
25 appurtenances therein in the structure, and the grounds,

1 areas, and facilities held out for the use of tenants  
2 generally or promised for the use of a tenant.

3 †10†(11) "Rent" means all payments to be made to the  
4 landlord under the rental agreement.

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6 written or oral, and valid rules adopted under 70-24-311  
7 embodying the terms and conditions concerning the use and  
8 occupancy of a dwelling unit and premises.

9 †12†(13) "Roomer" means a person occupying a dwelling  
10 unit that does not include a toilet, a bathtub or a shower,  
11 a refrigerator, a stove, or a kitchen sink, all of which are  
12 provided by the landlord and one or more of these facilities  
13 are used in common by occupants in the structure.

14 †13†(14) "Single family residence" means a structure  
15 maintained and used as a single dwelling unit.  
16 Notwithstanding that a dwelling unit shares one or more  
17 walls with another dwelling unit, it is a single family  
18 residence if it has direct access to a street or  
19 thoroughfare and shares neither heating facilities, hot  
20 water equipment, nor any other essential facility or service  
21 with another dwelling unit.

22 †14†(15) "Tenant" means a person entitled under a rental  
23 agreement to occupy a dwelling unit to the exclusion of  
24 others."

25 **Section 2.** Section 70-24-108, MCA, is amended to read:

"70-24-108. What constitutes notice. (1) A person has notice of a fact if:

(a) he the person has actual knowledge of it;

(b) in the case of a landlord, it is delivered at the place of business of the landlord through which the rental agreement was made; or

(c) in the case of a landlord or tenant, it is delivered in hand to the landlord or tenant or mailed by registered with a certificate of mailing or by certified mail to him the person at the place held out by him the person as the place for receipt of the communication or, in the absence of such a designation, to ~~his last-known~~ the person's last-known address. If notice is made with a certificate of mailing or by certified mail, service of the notice is considered to have been made upon the date 3 days after the date of mailing.

(2) Notice received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction and, in any event, from the time it would have been brought to ~~his~~ the individual's attention if the organization had exercised reasonable diligence."

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

"70-24-302. Landlord to deliver possession of dwelling unit. {1} At the commencement of the term, a landlord shall

deliver possession of the premises to the tenant in compliance with the rental agreement and 70-24-303. A landlord may bring an action for possession against a person wrongfully in possession.

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

**NEW SECTION. Section 4. Transfer of premises by tenant.** (1) A tenant who vacates a dwelling unit during the term of a tenancy may not allow the possession of the property to be transferred to a third person or sublet the property unless the landlord or the landlord's agent has consented in writing.

(2) The sale or rental of a mobile home located upon a rental lot does not entitle the purchaser or renter to retain rental of the lot unless the purchaser or renter enters into a rental agreement with the owner of the lot.

(3) A mobile home owner who owns the mobile home but rents the lot space has the exclusive right to sell the mobile home without interference or conditions by the landlord. The new purchaser shall make suitable arrangements with the landlord in order to become a tenant on the mobile home lot. The purchase of the mobile home does not

1 automatically entitle the purchaser to rent the mobile home  
2 lot.

3 **Section 5.** Section 70-24-312, MCA, is amended to read:

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5 tenant may not unreasonably withhold consent to the landlord  
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8 repairs, decorations, alterations, or improvements, supply  
9 necessary or agreed services, or exhibit the dwelling unit  
10 to prospective or actual purchasers, mortgagees, tenants,  
11 workmen, or contractors.

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

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16 unless it is impracticable to do so, the landlord shall give  
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18 enter and may enter only at reasonable times.

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

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

24 (5) A tenant may not remove a lock or replace or add a  
25 lock not supplied by the landlord to the premises without

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13 occupies and uses as reasonably clean and safe as the  
14 condition of the premises permits;

15 (c) dispose from ~~his~~ the dwelling unit all ashes,  
16 garbage, rubbish, and other waste in a clean and safe  
17 manner;

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

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

24 (f) conduct himself oneself and require other persons  
25 on the premises with ~~his~~ the tenant's consent to conduct

1 themselves in a manner that will not disturb his the  
2 tenant's neighbors' peaceful enjoyment of the premises; and

3 (g) use the parts of the premises including the living  
4 room, bedroom, kitchen, bathroom, and dining room in a  
5 reasonable manner considering the purposes for which they  
6 were designed and intended. This section does not preclude  
7 the right of the tenant to operate a limited business or  
8 cottage industry on the premises, subject to state and local  
9 laws, provided the landlord has consented in writing. The  
10 landlord may not unreasonably withhold consent, provided  
11 that the limited business or cottage industry is operated  
12 within reasonable rules of the landlord.

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

16 **Section 7.** Section 70-24-401, MCA, is amended to read:

17 "70-24-401. Administration of remedies -- enforcement.

18 (1) The remedies provided by this chapter ~~shall be so~~ must  
19 be administered so that an aggrieved party may recover  
20 appropriate damages. The aggrieved party has a duty to  
21 mitigate damages.

22 (2) A right or obligation declared by this chapter is  
23 enforceable by action unless the provision declaring it  
24 specifies a different and limited effect.

25 (3) Rules and regulations that are not a part of this

1 chapter and that affect the relationship between the  
2 landlord and tenant must be uniformly and fairly applied and  
3 enforced."

4 **Section 8.** Section 70-24-406, MCA, is amended to read:

5 "70-24-406. Failure of landlord to maintain premises --  
6 tenant's remedies. (1) Except as provided in this chapter,  
7 if there is a noncompliance with 70-24-303 affecting health  
8 and safety, the tenant may:

9 (a) deliver a written notice to the landlord specifying  
10 the acts and omissions constituting the breach and that the  
11 rental agreement will terminate upon a date not less than 30  
12 days after receipt of the notice if the breach is not  
13 remedied in 14 days. If the noncompliance results in a case  
14 of emergency and the landlord fails to remedy the situation  
15 within 3 working days after written notice by the tenant of  
16 the situation and the tenant's intention to terminate the  
17 rental agreement, the tenant may terminate the rental  
18 agreement. The rental agreement terminates as provided in  
19 the notice subject to the following exceptions:

20 (i) if the breach is remediable by repairs, the payment  
21 of damages, or otherwise and the landlord adequately  
22 remedies the breach before the date specified in the notice,  
23 the rental agreement does not terminate by reason of the  
24 breach;

25 (ii) if substantially the same act or omission which

constituted a prior noncompliance of which notice was given recurs within 6 months, the tenant may terminate the rental agreement upon at least 14 days' written notice specifying the breach and the date of termination of the rental agreement;

(iii) the tenant may not terminate for a condition caused by himself the tenant, a member of his the tenant's family, or other persons on the premises with his the tenant's consent;

(b) make repairs himself that do not cost more than 1 month's rent and deduct the cost from the rent if he the tenant has given the landlord notice and he the landlord has not made the repairs within a reasonable time. If the repair is required in a case of emergency and the landlord has not made the repairs, the tenant may have repairs made only by a person qualified to make the repairs.

(2) Except as provided in this chapter, the tenant may recover actual damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or 70-24-303.

(3) The remedy provided in subsection (2) of this section is in addition to a right of the tenant arising under subsection (1).

(4) If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant pursuant

to chapter 25 of this title."

**Section 9.** Section 70-24-422, MCA, is amended to read:

**\*70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages -- injunction.**  
(1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement or a noncompliance with 70-24-321 affecting health and safety, the landlord may deliver a written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice. If the breach is not remedied within that time, the rental agreement terminates as provided in the notice subject to the following exceptions:

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

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

(2) (a) Except as provided in subsection (2)(b), if

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

(b) For a rental agreement involving a tenant who rents space to park a mobile home but who does not rent the mobile home, the notice period referred to in subsection (2)(a) is 15 days.

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

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

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

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

**Section 10.** Section 70-24-424, MCA, is amended to read:

**"70-24-424. Refusal of access -- landlord's remedies.**

(1) If the tenant refuses to allow lawful access, the landlord may either obtain injunctive relief to compel access or terminate the rental agreement. In either case the landlord may recover actual damages.

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

**NEW SECTION. Section 11. Codification instruction.**

[Section 4] is intended to be codified as an integral part of Title 70, chapter 24, part 3, and the provisions of Title 70, chapter 24, part 3, apply to [section 4].

-End-

1 House BILL NO. 573  
 2 INTRODUCED BY Kedoo  
 3  
 4 A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING THE  
 5 RESIDENTIAL LANDLORD AND TENANT LAWS; CHANGING DELIVERY OF  
 6 NOTICE TO EXCLUDE REGISTERED MAIL; PROVIDING THAT ACCEPTANCE  
 7 OF RENT OR DEPOSIT BY A LANDLORD CONSTITUTES DELIVERY OF  
 8 POSSESSION OF THE DWELLING UNIT TO THE TENANT; DISALLOWING  
 9 THE TRANSFER OF PREMISES DURING A TENANCY WITHOUT WRITTEN  
 10 CONSENT BY A LANDLORD; PROHIBITING A TENANT FROM REMOVING A  
 11 LOCK OR REPLACING OR ADDING A LOCK NOT SUPPLIED BY A  
 12 LANDLORD WITHOUT PROVIDING A KEY TO THE LANDLORD; ALLOWING A  
 13 TENANT TO OPERATE LIMITED BUSINESSES OR COTTAGE INDUSTRIES  
 14 ON A PREMISES WITHIN REASONABLE RULES OF THE LANDLORD AND  
 15 WITH THE LANDLORD'S WRITTEN CONSENT; PROVIDING THAT RULES  
 16 AND REGULATIONS MUST BE APPLIED AND ENFORCED UNIFORMLY AND  
 17 FAIRLY; ALLOWING A TENANT TO TERMINATE A RENTAL AGREEMENT ON  
 18 THE LANDLORD'S FAILURE TO REMEDY A CASE OF EMERGENCY WITHIN  
 19 3 DAYS AFTER THE TENANT'S WRITTEN NOTICE; REQUIRING A TENANT  
 20 TO HAVE REPAIRS MADE BY A QUALIFIED PERSON IN A CASE OF  
 21 EMERGENCY; CLARIFYING A LANDLORD'S REMEDY FOR A TENANT'S  
 22 NONCOMPLIANCE WITH A RENTAL AGREEMENT; PROVIDING A LANDLORD  
 23 INJUNCTIVE RELIEF FOR A TENANT'S FAILURE TO PROVIDE THE  
 24 LANDLORD WITH A KEY TO A LOCK NOT SUPPLIED BY THE LANDLORD;  
 25 AND AMENDING SECTIONS 70-24-103, 70-24-108, 70-24-302,

1 70-24-312, 70-24-321, 70-24-401, 70-24-406, 70-24-422, AND  
 2 70-24-424, MCA."

3  
 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

5 **Section 1.** Section 70-24-103, MCA, is amended to read:

6 "70-24-103. General definitions. Subject to additional  
 7 definitions contained in subsequent sections and unless the  
 8 context otherwise requires, in this chapter, the following  
 9 definitions apply:

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

13 (2) "Case of emergency" is an extraordinary occurrence  
 14 beyond the tenant's control requiring immediate action to  
 15 protect the premises or the tenant. A case of emergency may  
 16 include the interruption of essential services, including  
 17 heat, electricity, gas, running water, hot water, and sewer  
 18 and septic system service, or life-threatening events in

THERE ARE NO CHANGES IN THIS BILL  
 AND WILL NOT BE REPRINTED. PLEASE  
 REFER TO YELLOW COPY FOR COMPLETE TEXT.



HOUSE BILL NO. 573

INTRODUCED BY KADAS

A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING THE RESIDENTIAL LANDLORD AND TENANT LAWS; CHANGING DELIVERY OF NOTICE TO EXCLUDE REGISTERED MAIL; PROVIDING THAT ACCEPTANCE OF RENT OR DEPOSIT BY A LANDLORD CONSTITUTES DELIVERY OF POSSESSION OF THE DWELLING UNIT TO THE TENANT; DISALLOWING THE TRANSFER OF PREMISES DURING A TENANCY WITHOUT WRITTEN CONSENT BY A LANDLORD; PROHIBITING A TENANT FROM REMOVING A LOCK OR REPLACING OR ADDING A LOCK NOT SUPPLIED BY A LANDLORD WITHOUT PROVIDING A KEY TO THE LANDLORD; ALLOWING A TENANT TO OPERATE LIMITED BUSINESSES OR COTTAGE INDUSTRIES ON A PREMISES WITHIN REASONABLE RULES OF THE LANDLORD AND WITH THE LANDLORD'S WRITTEN CONSENT; PROVIDING THAT RULES AND REGULATIONS MUST BE APPLIED AND ENFORCED UNIFORMLY AND FAIRLY; ALLOWING A TENANT TO TERMINATE A RENTAL AGREEMENT ON THE LANDLORD'S FAILURE TO REMEDY A CASE OF EMERGENCY WITHIN 3 DAYS AFTER THE TENANT'S WRITTEN NOTICE; REQUIRING A TENANT TO HAVE REPAIRS MADE BY A QUALIFIED PERSON IN A CASE OF EMERGENCY; CLARIFYING A LANDLORD'S REMEDY FOR A TENANT'S NONCOMPLIANCE WITH A RENTAL AGREEMENT; PROVIDING A LANDLORD INJUNCTIVE RELIEF FOR A TENANT'S FAILURE TO PROVIDE THE LANDLORD WITH A KEY TO A LOCK NOT SUPPLIED BY THE LANDLORD; AND AMENDING SECTIONS 70-24-103, 70-24-108, 70-24-302,

70-24-312, 70-24-321, 70-24-401, 70-24-406, 70-24-422, AND 70-24-424, MCA."

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

**Section 1.** 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) "Case of emergency" is an extraordinary occurrence beyond the tenant's control requiring immediate action to protect the premises or the tenant. A case of emergency may include the interruption of essential services, including heat, electricity, gas, running water, hot water, and sewer and septic system service, or life-threatening events in which the tenant has reasonable apprehension of immediate danger to the tenant or others.

~~(2)~~(3) "Court" means the appropriate district court or the appropriate justice's court.

~~(3)~~(4) "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}{5} "Good faith" means honesty in fact in the conduct of the transaction concerned.

{5}{6} "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 a managerial position.

{6}{7} "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}{8} "Owner" means one or more persons, jointly or severally, in whom is vested all or part of:

(a) the legal title to property; or

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

{8}{9} "Person" includes an individual or organization.

{9}{10} "Premises" means a dwelling unit and the structure of which it is a part, the facilities and appurtenances therein in the structure, and the grounds,

areas, and facilities held out for the use of tenants generally or promised for the use of a tenant.

{10}{11} "Rent" means all payments to be made to the landlord under the rental agreement.

{11}{12} "Rental agreement" means all agreements, written or oral, and valid rules adopted under 70-24-311 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

{12}{13} "Roomer" means a person occupying a dwelling unit that does not include a toilet, a bathtub or a shower, a refrigerator, a stove, or a kitchen sink, all of which are provided by the landlord and one or more of these facilities are used in common by occupants in the structure.

{13}{14} "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with another dwelling unit.

{14}{15} "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others."

**Section 2.** Section 70-24-108, MCA, is amended to read:

1 "70-24-108. What constitutes notice. (1) A person has  
2 notice of a fact if:

3 (a) he the person has actual knowledge of it;

4 (b) in the case of a landlord, it is delivered at the  
5 place of business of the landlord through which the rental  
6 agreement was made; or

7 (c) in the case of a landlord or tenant, it is  
8 delivered in hand to the landlord or tenant or mailed by  
9 registered with a certificate of mailing or by certified  
10 mail to him the person at the place held out by him the  
11 person as the place for receipt of the communication or, in  
12 the absence of such a designation, to his last-known the  
13 person's last-known address. If notice is made with a  
14 certificate of mailing or by certified mail, service of the  
15 notice is considered to have been made upon the date 3 days  
16 after the date of mailing.

17 (2) Notice received by an organization is effective for  
18 a particular transaction from the time it is brought to the  
19 attention of the individual conducting that transaction and,  
20 in any event, from the time it would have been brought to  
21 his the individual's attention if the organization had  
22 exercised reasonable diligence."

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

24 "70-24-302. Landlord to deliver possession of dwelling  
25 unit. (1) At the commencement of the term, a landlord shall

1 deliver possession of the premises to the tenant in  
2 compliance with the rental agreement and 70-24-303. A  
3 landlord may bring an action for possession against a person  
4 wrongfully in possession.

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

10 **NEW SECTION. Section 4.** Transfer of premises by  
11 tenant. (1) A tenant who vacates a dwelling unit during the  
12 term of a tenancy may not allow the possession of the  
13 property to be transferred to a third person or sublet the  
14 property unless the landlord or the landlord's agent has  
15 consented in writing.

16 (2) The sale or rental of a mobile home located upon a  
17 rental lot does not entitle the purchaser or renter to  
18 retain rental of the lot unless the purchaser or renter  
19 enters into a rental agreement with the owner of the lot.

20 (3) A mobile home owner who owns the mobile home but  
21 rents the lot space has the exclusive right to sell the  
22 mobile home without interference or conditions by the  
23 landlord. The new purchaser shall make suitable arrangements  
24 with the landlord in order to become a tenant on the mobile  
25 home lot. The purchase of the mobile home does not

1 automatically entitle the purchaser to rent the mobile home  
2 lot.

3 **Section 5.** Section 70-24-312, MCA, is amended to read:

4 "70-24-312. Access to premises by landlord. (1) A  
5 tenant may not unreasonably withhold consent to the landlord  
6 or his the landlord's agent to enter into the dwelling unit  
7 in order to inspect the premises, make necessary or agreed  
8 repairs, decorations, alterations, or improvements, supply  
9 necessary or agreed services, or exhibit the dwelling unit  
10 to prospective or actual purchasers, mortgagees, tenants,  
11 workmen, or contractors.

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

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

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

20 (a) pursuant to court order;

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

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

24 (5) A tenant may not remove a lock or replace or add a  
25 lock not supplied by the landlord to the premises without

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

6 **Section 6.** Section 70-24-321, MCA, is amended to read:

7 "70-24-321. Tenant to maintain dwelling unit. (1) A  
8 tenant shall:

9 (a) comply with all obligations primarily imposed upon  
10 tenants by applicable provisions of building and housing  
11 codes materially affecting health and safety;

12 (b) keep that part of the premises that he the tenant  
13 occupies and uses as reasonably clean and safe as the  
14 condition of the premises permits;

15 (c) dispose from his the dwelling unit all ashes,  
16 garbage, rubbish, and other waste in a clean and safe  
17 manner;

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

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

24 (f) conduct himself oneself and require other persons  
25 on the premises with his the tenant's consent to conduct

1 themselves in a manner that will not disturb ~~his~~ the  
2 tenant's neighbors' peaceful enjoyment of the premises; and

3 (g) use the parts of the premises including the living  
4 room, bedroom, kitchen, bathroom, and dining room in a  
5 reasonable manner considering the purposes for which they  
6 were designed and intended. This section does not preclude  
7 the right of the tenant to operate a limited business or  
8 cottage industry on the premises, subject to state and local  
9 laws, provided the landlord has consented in writing. The  
10 landlord may not unreasonably withhold consent, provided  
11 that the limited business or cottage industry is operated  
12 within reasonable rules of the landlord.

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

16 **Section 7.** Section 70-24-401, MCA, is amended to read:

17 "70-24-401. Administration of remedies -- enforcement.

18 (1) The remedies provided by this chapter ~~shall be so must~~  
19 be administered so that an aggrieved party may recover  
20 appropriate damages. The aggrieved party has a duty to  
21 mitigate damages.

22 (2) A right or obligation declared by this chapter is  
23 enforceable by action unless the provision declaring it  
24 specifies a different and limited effect.

25 (3) Rules and regulations that are not a part of this

1 chapter and that affect the relationship between the  
2 landlord and tenant must be uniformly and fairly applied and  
3 enforced."

4 **Section 8.** Section 70-24-406, MCA, is amended to read:

5 "70-24-406. Failure of landlord to maintain premises --  
6 tenant's remedies. (1) Except as provided in this chapter,  
7 if there is a noncompliance with 70-24-303 affecting health  
8 and safety, the tenant may:

9 (a) deliver a written notice to the landlord specifying  
10 the acts and omissions constituting the breach and that the  
11 rental agreement will terminate upon a date not less than 30  
12 days after receipt of the notice if the breach is not  
13 remedied in 14 days. If the noncompliance results in a case  
14 of emergency and the landlord fails to remedy the situation  
15 within 3 working days after written notice by the tenant of  
16 the situation and the tenant's intention to terminate the  
17 rental agreement, the tenant may terminate the rental  
18 agreement. The rental agreement terminates as provided in  
19 the notice subject to the following exceptions:

20 (i) if the breach is remediable by repairs, the payment  
21 of damages, or otherwise and the landlord adequately  
22 remedies the breach before the date specified in the notice,  
23 the rental agreement does not terminate by reason of the  
24 breach;

25 (ii) if substantially the same act or omission which

constituted a prior noncompliance of which notice was given recurs within 6 months, the tenant may terminate the rental agreement upon at least 14 days' written notice specifying the breach and the date of termination of the rental agreement;

(iii) the tenant may not terminate for a condition caused by himself the tenant, a member of his the tenant's family, or other persons on the premises with his the tenant's consent;

(b) make repairs himself that do not cost more than 1 month's rent and deduct the cost from the rent if he the tenant has given the landlord notice and he the landlord has not made the repairs within a reasonable time. If the repair is required in a case of emergency and the landlord has not made the repairs, the tenant may have repairs made only by a person qualified to make the repairs.

(2) Except as provided in this chapter, the tenant may recover actual damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or 70-24-303.

(3) The remedy provided in subsection (2) of this section is in addition to a right of the tenant arising under subsection (1).

(4) If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant pursuant

to chapter 25 of this title."

**Section 9.** Section 70-24-422, MCA, is amended to read:

**"70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages -- injunction.**

(1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement or a noncompliance with 70-24-321 affecting health and safety, the landlord may deliver a written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice. If the breach is not remedied within that time, the rental agreement terminates as provided in the notice subject to the following exceptions:

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

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

(2) (a) Except as provided in subsection (2)(b), if

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

(b) For a rental agreement involving a tenant who rents space to park a mobile home but who does not rent the mobile home, the notice period referred to in subsection (2)(a) is 15 days.

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

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

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

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

**Section 10.** Section 70-24-424, MCA, is amended to read:

**"70-24-424. Refusal of access -- landlord's remedies.**

(1) If the tenant refuses to allow lawful access, the landlord may either obtain injunctive relief to compel access or terminate the rental agreement. In either case the landlord may recover actual damages.

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

**NEW SECTION. Section 11. Codification instruction.**

[Section 4] is intended to be codified as an integral part of Title 70, chapter 24, part 3, and the provisions of Title 70, chapter 24, part 3, apply to [section 4].

-End-