

SENATE BILL NO. 398

INTRODUCED BY REA, WILSON, CHRISTIAENS

IN THE SENATE

FEBRUARY 15, 1993	INTRODUCED AND REFERRED TO COMMITTEE ON BUSINESS & INDUSTRY.
	FIRST READING.
FEBRUARY 19, 1993	COMMITTEE RECOMMEND BILL DO PASS AS AMENDED. REPORT ADOPTED.
FEBRUARY 20, 1993	PRINTING REPORT.
FEBRUARY 22, 1993	SECOND READING, DO PASS.
FEBRUARY 23, 1993	ENGROSSING REPORT.
	THIRD READING, PASSED. AYES, 49; NOES, 0.
	TRANSMITTED TO HOUSE.

IN THE HOUSE

FEBRUARY 23, 1993	INTRODUCED AND REFERRED TO COMMITTEE ON BUSINESS & ECONOMIC DEVELOPMENT.
	FIRST READING.
MARCH 15, 1993	COMMITTEE RECOMMEND BILL BE CONCURRED IN. REPORT ADOPTED.
MARCH 27, 1993	SECOND READING, CONCURRED IN.
MARCH 30, 1993	THIRD READING, CONCURRED IN. AYES, 93; NOES, 7.
MARCH 31, 1993	RETURNED TO SENATE.

IN THE SENATE

MARCH 31, 1993	RECEIVED FROM HOUSE.
	SENT TO ENROLLING.
	REPORTED CORRECTLY ENROLLED.

1 **Senate** BILL NO. **398**
2 INTRODUCED BY *Sen. Wilson*
3 *Christians*
4 A BILL FOR AN ACT ENTITLED: "AN ACT ALLOWING A LANDLORD TO
5 DEDUCT CLEANING CHARGES WITHOUT ADVANCE NOTICE IF THE TENANT
6 VACATES WITHOUT NOTICE; REDUCING THE TIME FOR CLEANING BY A
7 TENANT; REDUCING THE DAMAGES FOR WRONGFUL WITHHOLDING OF A
8 SECURITY DEPOSIT; CLARIFYING THE TIME FOR FURNISHING A
9 STATEMENT OF CONDITION OF THE PREMISES AND REVISING THE
10 CONTENT OF THE STATEMENT; AND AMENDING SECTIONS 70-25-201,
11 70-25-204, 70-25-205, AND 70-25-206, MCA."

12
13 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

14 **Section 1.** Section 70-25-201, MCA, is amended to read:

15 "70-25-201. Security deposit -- deductions authorized
16 therefrom. (1) Any A landlord renting property covered by
17 this chapter may deduct from the security deposit a sum
18 equal to the damage alleged to have been caused by the
19 tenant, together with a sum equal to the unpaid rent owing
20 to the landlord at the time of such deduction, including
21 rent owed under 70-24-441(3), and a sum for actual cleaning
22 expenses.

23 (2) At the request of either party, the premises may be
24 inspected within 1 week prior to termination of the tenancy.

25 (3) No-cleaning Cleaning charges may not be imposed for

1 normal maintenance performed on a cyclical basis by the
2 landlord as noted by the landlord at the time the tenant
3 occupies the space unless the landlord is forced to perform
4 this maintenance because of negligence of the tenant.
5 Additionally, no cleaning charges may not be deducted until
6 written notice has been given to the tenant. The notice
7 ~~shall~~ must include the cleaning not accomplished by the
8 tenant and the additional and type or types of cleaning
9 which need to be done by the tenant to bring the premises
10 back to its condition at the time of its renting. After the
11 delivery of the notice, the tenant has ~~48~~ 12 hours to
12 complete the required cleaning. If notice is mailed by
13 certified mail, service of the notice is considered to have
14 been made 3 days after the date of the mailing. A tenant who
15 fails to notify the landlord of the intent to vacate or who
16 vacates the premises without notice relieves the landlord of
17 the requirement of giving notice and allows the landlord to
18 deduct the cleaning charges from the deposit.

19 (4) No A person may not deduct or withhold from the
20 security deposit any amount for purposes other than those
21 set forth in this section."

22 **Section 2.** Section 70-25-204, MCA, is amended to read:

23 "70-25-204. Wrongful withholding of security deposit --
24 action. (1) Any A person who wrongfully withholds a
25 residential property security deposit or any portion thereof

of the deposit ~~shall-be~~ is liable in damages to the tenant in a civil action for an amount equal to ~~double-the-sum determined the sum determined~~ to have been wrongfully withheld or deducted. The attorney's attorney fees may be awarded the prevailing party at the discretion of the court. The burden of proof of damages caused by the tenant to the leasehold premises ~~shall-be~~ is on the landlord.

(2) No An action may not be maintained by a tenant for any amount wrongfully withheld or deducted prior to:

(a) the tenant's receipt from the landlord or ~~his~~ the landlord's agent of a written denial of the sum alleged to be wrongfully detained;

(b) the expiration of a 30-day period after the termination of a tenancy;

(c) the expiration of a 30-day period after surrender and acceptance of the leasehold premises; or

(d) the expiration of a 10-day period after the landlord has indicated there were no damages to the premises, no cleaning was required, no rent was unpaid, and no utilities were unpaid by the tenant."

Section 3. Section 70-25-205, MCA, is amended to read:

"70-25-205. Failure of departing tenant to furnish new address. Failure by the departing tenant to provide the landlord with ~~his~~ a new address in writing upon termination of the tenancy or upon surrender and acceptance of the

leasehold premises, whichever occurs first, ~~shall--relieve~~ relieves the landlord from ~~double~~ liability as imposed by 70-25-204. Such The failure ~~shall~~ may not, however, bar the tenant from recovering the actual amount owing to ~~him~~ the tenant by the landlord."

Section 4. Section 70-25-206, MCA, is amended to read:

"70-25-206. Landlord to furnish statement of condition of premises at beginning of lease. (1) Any person engaged in the rental of property for residential purposes who requires a security deposit shall furnish to each tenant, ~~prior-to~~ in conjunction with execution of a lease or creation of a tenancy, a separate written statement as to the present condition of the premises intended to be let. At the written request of the tenant, a copy of the written list of damage and cleaning charges, if any, provided to the tenant of the immediately preceding leasehold agreement for the premises in question must be provided to the tenant.

(2) Each written statement of the present condition of a premises intended to be let shall contain at least the following:

(a) a clear and concise statement of the present condition of the premises known to the landlord or ~~his~~ the landlord's agent or which should have been known upon reasonable inspection;

(b) if the premises have never previously been let, a

1 statement indicating such the fact; and

2 (c) ~~if--any--damage-to-the-leasehold-premises-resulting~~
3 ~~from-the-immediately-preceding-leasehold-agreement--has--not~~
4 ~~been--restored,-a-statement-indicating-such-fact-and-setting~~
5 ~~forth-such-unrestored-damage,-and~~

6 {d} the signature of the landlord or ~~his~~ the landlord's
7 agent.

8 (3) Any A person engaged in the rental of property for
9 residential purposes who fails to furnish a tenant, ~~prior-to~~
10 in conjunction with the execution of the lease or creation
11 of the tenancy, with a separate written statement of the
12 present condition of the premises intended to be let and,
13 upon the written request of the tenant, a written list of
14 damage and cleaning charges provided to the tenant of the
15 immediately preceding leasehold agreement ~~shall-be~~ is barred
16 from recovering any sum for damage to or cleaning of the
17 leasehold premises unless he the person can establish by
18 clear and convincing evidence that the damage occurred
19 during the tenancy in question and was caused by the tenant
20 occupying the leasehold premises or the tenant's family,
21 licensees, or invitees."

-End-

APPROVED BY COMM. ON
BUSINESS & INDUSTRY

SENATE BILL NO. 398

INTRODUCED BY REA, WILSON, CHRISTIAENS

A BILL FOR AN ACT ENTITLED: "AN ACT ALLOWING A LANDLORD TO DEDUCT CLEANING CHARGES WITHOUT ADVANCE NOTICE IF THE TENANT VACATES WITHOUT NOTICE; REDUCING THE TIME FOR CLEANING BY A TENANT; REDUCING THE DAMAGES FOR WRONGFUL WITHHOLDING OF A SECURITY DEPOSIT; CLARIFYING THE TIME FOR FURNISHING A STATEMENT OF CONDITION OF THE PREMISES AND REVISING THE CONTENT OF THE STATEMENT; AND AMENDING SECTIONS 70-25-201, 70-25-204, 70-25-205, AND 70-25-206, MCA."

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

Section 1. Section 70-25-201, MCA, is amended to read:

"70-25-201. Security deposit -- deductions authorized therefrom. (1) Any A landlord renting property covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have been caused by the tenant, together with a sum equal to the unpaid rent owing to the landlord at the time of such deduction, including rent owed under 70-24-441(3), and a sum for actual cleaning expenses.

(2) At the request of either party, the premises may be inspected within 1 week prior to termination of the tenancy.

(3) ~~No-cleaning~~ Cleaning charges may not be imposed for

normal maintenance performed on a cyclical basis by the landlord as noted by the landlord at the time the tenant occupies the space unless the landlord is forced to perform this maintenance because of negligence of the tenant. Additionally, no cleaning charges may not be deducted until written notice has been given to the tenant. The notice ~~shall~~ must include the cleaning not accomplished by the tenant and the additional and type or types of cleaning which need to be done by the tenant to bring the premises back to its condition at the time of its renting. After the delivery of the notice, the tenant has ~~48~~ ±2 24 hours to complete the required cleaning. If notice is mailed by certified mail, service of the notice is considered to have been made 3 days after the date of the mailing. A tenant who fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from the deposit.

(4) No A person may not deduct or withhold from the security deposit any amount for purposes other than those set forth in this section."

Section 2. Section 70-25-204, MCA, is amended to read:

"70-25-204. Wrongful withholding of security deposit -- action. (1) Any A person who wrongfully withholds a residential property security deposit or any portion thereof

1 ~~of the deposit shall-be is~~ liable in damages to the tenant
 2 in a civil action for an amount equal to ~~double-the-sum~~
 3 ~~determined the sum determined~~ to have been wrongfully
 4 withheld or deducted. The ~~attorney's~~ attorney fees may be
 5 awarded the prevailing party at the discretion of the court.
 6 The burden of proof of damages caused by the tenant to the
 7 leasehold premises ~~shall-be is~~ on the landlord.

8 (2) No An action may not be maintained by a tenant for
 9 any amount wrongfully withheld or deducted prior to:

10 (a) the tenant's receipt from the landlord or ~~his~~ the
 11 landlord's agent of a written denial of the sum alleged to
 12 be wrongfully detained;

13 (b) the expiration of a 30-day period after the
 14 termination of a tenancy;

15 (c) the expiration of a 30-day period after surrender
 16 and acceptance of the leasehold premises; or

17 (d) the expiration of a 10-day period after the
 18 landlord has indicated there were no damages to the
 19 premises, no cleaning was required, no rent was unpaid, and
 20 no utilities were unpaid by the tenant."

21 **Section 3.** Section 70-25-205, MCA, is amended to read:

22 **"70-25-205. Failure of departing tenant to furnish new**
 23 **address.** Failure by the departing tenant to provide the
 24 landlord with ~~his~~ a new address in writing upon termination
 25 of the tenancy or upon surrender and acceptance of the

1 leasehold premises, whichever occurs first, ~~shall--relieve~~
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 3 70-25-204. ~~Such~~ The failure ~~shall~~ may not, however, bar the
 4 tenant from recovering the actual amount owing to ~~him~~ the
 5 tenant by the landlord."

6 **Section 4.** Section 70-25-206, MCA, is amended to read:

7 **"70-25-206. Landlord to furnish statement of condition**
 8 **of premises at beginning of lease.** (1) Any person engaged in
 9 the rental of property for residential purposes who requires
 10 a security deposit shall furnish to each tenant, ~~prior-to in~~
 11 conjunction with execution of a lease or creation of a
 12 tenancy, a separate written statement as to the present
 13 condition of the premises intended to be let. At the written
 14 request of the tenant, a copy of the written list of damage
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 16 immediately preceding leasehold agreement for the premises
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18 (2) Each written statement of the present condition of
 19 a premises intended to be let shall contain at least the
 20 following:

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 22 condition of the premises known to the landlord or ~~his~~ the
 23 landlord's agent or which should have been known upon
 24 reasonable inspection;

25 (b) if the premises have never previously been let, a

statement indicating such the fact; and

(c) ~~if--any--damage-to-the-leasehold-premises-resulting
from-the-immediately-preceding-leasehold-agreement--has--not
been--restored, a statement indicating such fact and setting
forth such unrestored damage, and~~

~~(d)~~ the signature of the landlord or his the landlord's
agent.

(3) Any A person engaged in the rental of property for
residential purposes who fails to furnish a tenant, ~~prior to~~
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-End-