

House BILL NO. 406

INTRODUCED BY

Banister

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A BILL FOR AN ACT ENTITLED: "AN ACT REVISING LANDLORD AND TENANT LAWS; REVISING LANDLORDS' RIGHTS AND DUTIES; DECREASING THE TIME PERIOD FOR A MOBILE HOME PARK TENANT TO PAY RENT AFTER NOTICE OF NONPAYMENT; DECREASING THE TIME PERIOD FOR A TENANT TO REMOVE ABANDONED PROPERTY AFTER NOTICE FROM THE LANDLORD; ALLOWING A LANDLORD TO COVER LABOR COSTS; AND AMENDING SECTIONS 70-24-103, 70-24-303, 70-24-422, 70-24-430, 70-24-436, AND 70-25-201, 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" means 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 or landlord has reasonable apprehension of immediate danger to the tenant or others.

(3) "Court" means the appropriate district court, justice's court, or city court.

(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.

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

(6) "Landlord" means:

(a) the owner, lessor, or sublessor of:

- 1 (i) the dwelling unit or the building of which it is a part; or
2 (ii) a mobile home park; or
3 (b) a manager of the premises who fails to disclose the managerial position.
- 4 (7) "Mobile home owner" means the owner of a manufactured mobile home dwelling unit entitled
5 under a rental agreement to occupy a mobile home park space in a mobile home park.
- 6 (8) "Mobile home park" means a trailer court as defined in 50-52-101.
- 7 (9) "Organization" includes a corporation, government, governmental subdivision or agency,
8 business trust, estate, trust, or partnership or association, two or more persons having a joint or common
9 interest, and any other legal or commercial entity.
- 10 (10) "Owner" means one or more persons, jointly or severally, in whom is vested all or part of:
11 (a) the legal title to property; or
12 (b) the beneficial ownership and a right to present use and enjoyment of the premises, including
13 a mortgagee in possession.
- 14 (11) "Person" includes an individual or organization.
- 15 (12) "Premises" means a dwelling unit and the structure of which it is a part, the facilities and
16 appurtenances in the structure, and the grounds, areas, and facilities held out for the use of tenants
17 generally or promised for the use of a tenant.
- 18 (13) "Rent" means all payments to be made to the landlord under the rental agreement.
- 19 (14) "Rental agreement" means all agreements, written or oral, and valid rules adopted under
20 70-24-311 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and
21 premises.
- 22 (15) "Roomer" means a person occupying a dwelling unit that does not include a toilet, a bathtub
23 or a shower, a refrigerator, a stove, or a kitchen sink, all of which are provided by the landlord and one or
24 more of which are used in common by occupants in the structure.
- 25 (16) "Single-family residence" means a structure maintained and used as a single dwelling unit.
26 Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a
27 single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities,
28 hot water equipment, nor any other essential facility or service with another dwelling unit.
- 29 (17) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the
30 exclusion of others."

1 **Section 2.** Section 70-24-303, MCA, is amended to read:

2 **"70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation**
3 **of landlord's liability for failure of smoke detector.** (1) A landlord shall:

4 (a) comply with the requirements of applicable building and housing codes materially affecting
5 health and safety in effect at the time of original construction in all dwelling units where construction is
6 completed after July 1, 1977;

7 (b) make repairs and do whatever is necessary to put and keep the premises in a fit and habitable
8 condition;

9 (c) keep all common areas of the premises in a clean and safe condition;

10 (d) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
11 ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to
12 be supplied by ~~him~~ the landlord;

13 ~~(e) provide and maintain appropriate receptacles and conveniences for the removal of ashes,~~
14 ~~garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their~~
15 ~~removal;~~

16 ~~(f)~~(e) supply running water and reasonable amounts of hot water at all times and reasonable heat
17 between October 1 and May 1, except if the building that includes the dwelling unit is not required by law
18 to be equipped for that purpose or the dwelling unit is so constructed that heat or hot water is generated
19 by an installation within the exclusive control of the tenant; and

20 ~~(g)~~(f) install, in accordance with rules adopted by the department of justice, an approved smoke
21 detector in each dwelling unit under ~~his~~ the landlord's control. Upon commencement of a rental agreement,
22 the landlord shall verify that the smoke detector in the dwelling unit is in good working order. The tenant
23 shall maintain the smoke detector in good working order during the tenant's rental period. For purposes of
24 this subsection, an approved smoke detector is a device that is capable of detecting visible or invisible
25 particles of combustion and that bears a label or other identification issued by an approved testing agency
26 having a service for inspection of materials and workmanship at the factory during fabrication and
27 assembly.

28 (2) If the duty imposed by subsection (1)(a) ~~of this section~~ is greater than a duty imposed by
29 subsections (1)(b) through ~~(1)(g)~~ (1)(f), a landlord's duty ~~shall~~ must be determined by reference to
30 subsection (1)(a).

1 (3) A landlord and tenant of a one-, two-, or three-family residence may agree in writing that the
 2 tenant perform the landlord's duties specified in ~~subsections~~ subsection (1)(e) and (1)(f) of this section and
 3 specified repairs, maintenance tasks, alteration, and remodeling but only if the transaction is entered into
 4 in good faith and not for the purpose of evading the obligations of the landlord.

5 (4) A landlord and tenant of a one-, two-, or three-family residence may agree that the tenant is
 6 to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

7 (a) the agreement of the parties is entered into in good faith and not for the purpose of evading
 8 the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by
 9 adequate consideration;

10 (b) the work is not necessary to cure noncompliance with subsection (1)(a) ~~of this section~~; and

11 (c) the agreement does not diminish the obligation of the landlord to other tenants in the premises.

12 (5) The landlord is not liable for damages caused as a result of the failure of the smoke detector
 13 required under subsection ~~(1)(g)~~ (1)(f)."

14
 15 **Section 3.** Section 70-24-422, MCA, is amended to read:

16 **"70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages --**
 17 **injunction.** (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental
 18 agreement or a noncompliance with 70-24-321 affecting health and safety, the landlord may deliver a
 19 written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the
 20 breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the
 21 notice. If the breach is not remedied within that time, the rental agreement terminates as provided in the
 22 notice, subject to the following exceptions:

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

26 (b) If the breach involves an unauthorized pet, the landlord may deliver a written notice to the
 27 tenant that the rental agreement will terminate upon a date not less than 3 days after receipt of the notice
 28 if the breach is not remedied within that time. This subsection does not apply to a rental agreement
 29 involving a tenant who rents space to park a mobile home but who does not rent the mobile home.

30 (c) If the breach involves unauthorized persons residing in the rental unit, the landlord may deliver

1 a written notice to the tenant that the rental agreement will terminate upon a date not less than 3 days after
2 receipt of the notice if the breach is not remedied within that time. This subsection does not apply to a
3 rental agreement involving a tenant who rents space to park a mobile home but who does not rent the
4 mobile home.

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

8 (2) ~~(a) Except as provided in subsection (2)(b), if~~ If rent is unpaid when due and the tenant fails
9 to pay rent within 3 days after written notice by the landlord of nonpayment and the landlord's intention
10 to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the
11 rental agreement.

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

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

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

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

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

24

25 **Section 4.** Section 70-24-430, MCA, is amended to read:

26 **"70-24-430. Disposition of personal property abandoned by tenant after termination.** (1) If a
27 tenancy terminates in any manner except by court order and the landlord reasonably believes that the
28 tenant has abandoned all personal property ~~which~~ that the tenant has left on the premises, and a period
29 of time of at least 5 days has elapsed since the occurrence of events upon which the landlord formed that
30 belief, the landlord may remove the property from the premises.

1 (2) The landlord shall inventory and store all goods, chattels, and personal property of the tenant
2 in a place of safekeeping and shall exercise reasonable care for the property. The landlord may charge a
3 reasonable storage and labor charge if the property is stored by the landlord, plus the cost of removal of
4 the property to the place of storage. The landlord may store the property in a commercial storage company,
5 in which case the storage cost includes the actual storage charge plus the cost of removal of the property
6 to the place of storage.

7 (3) After complying with subsections (1) and (2), the landlord shall:

8 (a) make a reasonable attempt to notify the tenant in writing that the property must be removed
9 from the place of safekeeping;

10 (b) notify the local law enforcement office of the property held by the landlord;

11 (c) make a reasonable effort to determine if the property is secured or otherwise encumbered; and

12 (d) send a notice by certified mail to the last-known address of the tenant, stating that at a
13 specified time, not less than 15 days after mailing the notice, the property will be disposed of if not
14 removed.

15 (4) The landlord may dispose of the property after complying with subsection (3) by:

16 (a) selling all or part of the property at a public or private sale; or

17 (b) destroying or otherwise disposing of all or part of the property if ~~he~~ the landlord reasonably
18 believes that the value of the property is so low that the cost of storage or sale exceeds the reasonable
19 value ~~thereof~~ of the property.

20 (5) If the tenant, upon receipt of the notice provided in subsection (3), responds in writing to the
21 landlord on or before the day specified in the notice that ~~he~~ the tenant intends to remove ~~his~~ the property
22 and does not do so within ~~45~~ 7 days after delivery of the tenant's response, the tenant's property ~~shall be~~
23 is conclusively presumed to be abandoned. If the tenant removes the property, the landlord is entitled to
24 storage costs for the period that the property remains in safekeeping, plus the cost of removal of the
25 property to the place of storage. Reasonable storage costs are allowed a landlord who stores the property
26 ~~himself~~, and actual storage costs are allowed a landlord who stores the property in a commercial storage
27 company. A landlord is entitled to payment of the storage costs allowed under this subsection before the
28 tenant may remove the property.

29 (6) The landlord is not responsible for any loss to the tenant resulting from storage unless the loss
30 is caused by the landlord's purposeful or negligent act. On the event of purposeful violation, the landlord

1 is liable for ~~double~~ actual damages.

2 (7) A public or private sale authorized by this section ~~shall~~ must be conducted under the provisions
3 of 30-9-504(3) or the sheriff's sale provisions of Title 25, chapter 13, part 7.

4 (8) The landlord may deduct from the proceeds of the sale the reasonable costs of notice, storage,
5 labor, and sale and any delinquent rent or damages owing on the premises and ~~must~~ shall remit to the
6 tenant the remaining proceeds, if any, together with an itemized accounting. If the tenant cannot after due
7 diligence be found, the remaining proceeds ~~shall~~ must be deposited with the county treasurer of the county
8 in which the sale occurred and, if not claimed within 3 years, ~~shall~~ must revert to the general fund of the
9 county available for general purposes."

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11 **Section 5.** Section 70-24-436, MCA, is amended to read:

12 **"70-24-436. Mobile home parks -- grounds for termination of rental agreement.** (1) A landlord of
13 a mobile home park may terminate a rental agreement only by following the procedure set forth in
14 70-24-422, except as specifically provided in this section, and only for one or more of the following
15 reasons:

16 (a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental
17 agreement;

18 (b) late payment of rent, late charges, or common area maintenance fees as established in the
19 rental agreement three or more times within a 12-month period if written notice is given by the landlord
20 after each failure to pay, as required by 70-24-422. For this subsection (1)(b), the notice period referred
21 to in 70-24-422(1) is 30 days.

22 (c) violation of a mobile home park rule that creates an immediate threat to the health and safety
23 of any resident of the mobile home park if the violation has not been remedied 24 hours after the violator
24 is given written notice of the violation;

25 (d) two or more violations within a 12-month period of any combination of one or more mobile
26 home park rules, the violation of which would have a significant adverse impact on the mobile home park
27 or its residents and ~~which~~ that are so designated;

28 (e) two or more violations within a 12-month period of the same rule. For this subsection (1)(e),
29 the notice period referred to in 70-24-422(1) is ~~60~~ 30 days.

30 (f) two or more violations of 70-24-321(1) within a 12-month period or any violation of

1 70-24-321(2);

2 (g) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment
3 and use of the premises. For this subsection (1)(g), the notice period referred to in 70-24-422(1) is 30 days.

4 (h) endangers other residents or mobile home park personnel, or causes substantial damage to the
5 mobile home park premises;

6 (i) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a
7 federal or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare
8 of other residents or the landlord of the mobile home park, or the landlord's documentation of a violation
9 of the provisions of Title 45, chapter 9;

10 (j) changes in the use of the land if the requirements of subsection (2) are met. For this subsection
11 (1)(j), the notice period referred to in 70-24-422(1) is 180 days.

12 (k) a legitimate business reason, provided that the landlord meets the following requirements:

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

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

16 (2) If a landlord plans to change the use of all or part of the land composing the mobile home park
17 from mobile home lot rentals to some other use, each affected mobile home owner must receive notice from
18 the landlord as follows:

19 (a) The landlord shall give the mobile home owner and a tenant of the mobile home owner at least
20 15 days' written notice that the landlord will be appearing before a unit of local government to request
21 permits for a change of use of the mobile home park.

22 (b) After all required permits requesting a change of use have been approved by the unit of local
23 government, the landlord shall give the mobile home owner and a tenant of the mobile home owner 6
24 months' written notice of termination of tenancy. If the change of use does not require local government
25 permits, the landlord shall give the written notice at least 6 months prior to the change of use. In the
26 notice, the landlord shall disclose and describe in detail the nature of the change of use.

27 (c) Prior to entering a rental agreement during the 6-month notice period referred to in subsection
28 (2)(b), the landlord shall give each prospective mobile home owner and tenant of the mobile home owner
29 written notice that the landlord is requesting a change in use before a unit of local government or that a
30 change in use has been approved.

1 (3) For purposes of calculating the total number of notices given within a 12-month period under
2 subsection (1)(b), only one notice ~~per~~ for each violation per month may be included in the calculation."
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4 **Section 6.** Section 70-25-201, MCA, is amended to read:

5 **"70-25-201. Security deposit -- deductions authorized therefrom.** (1) A landlord renting property
6 covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have
7 been caused by the tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties
8 due under lease provisions, and other money owing to the landlord at the time of deduction, including rent
9 owed under 70-24-441(3), and a sum for actual cleaning expenses, including a reasonable charge for the
10 landlord's labor.

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

13 (3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis
14 by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord
15 is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges
16 may not be deducted until written notice has been given to the tenant. The notice must include the cleaning
17 not accomplished by the tenant and the additional and type or types of cleaning that need to be done by
18 the tenant to bring the premises back to its condition at the time of its renting. After the delivery of the
19 notice, the tenant has 24 hours to complete the required cleaning. If notice is mailed by certified mail,
20 service of the notice is considered to have been made 3 days after the date of the mailing. A tenant who
21 fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the
22 landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from
23 the deposit.

24 (4) A person may not deduct or withhold from the security deposit any amount for purposes other
25 than those set forth in this section."
26

-END-

1 HOUSE BILL NO. 406

2 INTRODUCED BY BANKHEAD

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4 A BILL FOR AN ACT ENTITLED: "AN ACT REVISING LANDLORD AND TENANT LAWS; REVISING
5 LANDLORDS' RIGHTS AND DUTIES; DECREASING THE TIME PERIOD FOR A MOBILE HOME PARK
6 TENANT TO PAY RENT AFTER NOTICE OF NONPAYMENT; DECREASING THE TIME PERIOD FOR A
7 TENANT TO REMOVE ABANDONED PROPERTY AFTER NOTICE FROM THE LANDLORD; ALLOWING A
8 LANDLORD TO COVER LABOR COSTS; AND AMENDING SECTIONS 70-24-103, 70-24-303, 70-24-422,
9 70-24-430, 70-24-436, AND 70-25-201, MCA."

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

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14 "70-24-103. **General definitions.** Subject to additional definitions contained in subsequent sections
15 and unless the context otherwise requires, in this chapter the following definitions apply:

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

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

23 (3) "Court" means the appropriate district court, justice's court, or city court.

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

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

29 (6) "Landlord" means:

30 (a) the owner, lessor, or sublessor of:

1 (i) the dwelling unit or the building of which it is a part; or

2 (ii) a mobile home park; or

3 (b) a manager of the premises who fails to disclose the managerial position.

4 (7) "Mobile home owner" means the owner of a manufactured mobile home dwelling unit entitled
5 under a rental agreement to occupy a mobile home park space in a mobile home park.

6 (8) "Mobile home park" means a trailer court as defined in 50-52-101.

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

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

11 (a) the legal title to property; or

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

14 (11) "Person" includes an individual or organization.

15 (12) "Premises" means a dwelling unit and the structure of which it is a part, the facilities and
16 appurtenances in the structure, and the grounds, areas, and facilities held out for the use of tenants
17 generally or promised for the use of a tenant.

18 (13) "Rent" means all payments to be made to the landlord under the rental agreement.

19 (14) "Rental agreement" means all agreements, written or oral, and valid rules adopted under
20 70-24-311 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and
21 premises.

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

25 (16) "Single-family residence" means a structure maintained and used as a single dwelling unit.
26 Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a
27 single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities,
28 hot water equipment, nor any other essential facility or service with another dwelling unit.

29 (17) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the
30 exclusion of others."

1 **Section 2.** Section 70-24-303, MCA, is amended to read:

2 **"70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation**
3 **of landlord's liability for failure of smoke detector.** (1) A landlord shall:

4 (a) comply with the requirements of applicable building and housing codes materially affecting
5 health and safety in effect at the time of original construction in all dwelling units where construction is
6 completed after July 1, 1977;

7 (b) make repairs and do whatever is necessary to put and keep the premises in a fit and habitable
8 condition;

9 (c) keep all common areas of the premises in a clean and safe condition;

10 (d) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
11 ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to
12 be supplied by ~~him~~ the landlord;

13 ~~(e) provide and maintain appropriate receptacles and conveniences for the removal of ashes,~~
14 ~~garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their~~
15 ~~removal;~~

16 (E) UNLESS OTHERWISE PROVIDED IN A RENTAL AGREEMENT, PROVIDE AND MAINTAIN
17 APPROPRIATE RECEPTACLES AND CONVENIENCES FOR THE REMOVAL OF ASHES, GARBAGE, RUBBISH,
18 AND OTHER WASTE INCIDENTAL TO THE OCCUPANCY OF THE DWELLING UNIT AND ARRANGE FOR
19 THEIR REMOVAL;

20 ~~(f)(F)~~ supply running water and reasonable amounts of hot water at all times and reasonable heat
21 between October 1 and May 1, except if the building that includes the dwelling unit is not required by law
22 to be equipped for that purpose or the dwelling unit is so constructed that heat or hot water is generated
23 by an installation within the exclusive control of the tenant; and

24 ~~(g)(G)~~ install, in accordance with rules adopted by the department of justice, an approved smoke
25 detector in each dwelling unit under ~~his~~ the landlord's control. Upon commencement of a rental agreement,
26 the landlord shall verify that the smoke detector in the dwelling unit is in good working order. The tenant
27 shall maintain the smoke detector in good working order during the tenant's rental period. For purposes of
28 this subsection, an approved smoke detector is a device that is capable of detecting visible or invisible
29 particles of combustion and that bears a label or other identification issued by an approved testing agency
30 having a service for inspection of materials and workmanship at the factory during fabrication and

1 assembly.

2 (2) If the duty imposed by subsection (1)(a) ~~of this section~~ is greater than a duty imposed by
3 subsections (1)(b) through ~~(1)(g) (1)(f) (1)(G)~~, a landlord's duty ~~shall~~ must be determined by reference to
4 subsection (1)(a).

5 (3) A landlord and tenant of a one-, two-, or three-family residence may agree in writing that the
6 tenant perform the landlord's duties specified in ~~subsections~~ subsection SUBSECTIONS (1)(e) AND (1)(F)
7 OF THIS SECTION ~~and (1)(f) of this section~~ and specified repairs, maintenance tasks, alteration, and
8 remodeling but only if the transaction is entered into in good faith and not for the purpose of evading the
9 obligations of the landlord.

10 (4) A landlord and tenant of a one-, two-, or three-family residence may agree that the tenant is
11 to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

12 (a) the agreement of the parties is entered into in good faith and not for the purpose of evading
13 the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by
14 adequate consideration;

15 (b) the work is not necessary to cure noncompliance with subsection (1)(a) ~~of this section~~; and

16 (c) the agreement does not diminish the obligation of the landlord to other tenants in the premises.

17 (5) The landlord is not liable for damages caused as a result of the failure of the smoke detector
18 required under subsection ~~(1)(g) (1)(f) (1)(G)~~."

19

20 **Section 3.** Section 70-24-422, MCA, is amended to read:

21 **"70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages --**
22 **injunction.** (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental
23 agreement or a noncompliance with 70-24-321 affecting health and safety, the landlord may deliver a
24 written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the
25 breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the
26 notice. If the breach is not remedied within that time, the rental agreement terminates as provided in the
27 notice, subject to the following exceptions:

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

1 (b) If the breach involves an unauthorized pet, the landlord may deliver a written notice to the
2 tenant that the rental agreement will terminate upon a date not less than 3 days after receipt of the notice
3 if the breach is not remedied within that time. This subsection does not apply to a rental agreement
4 involving a tenant who rents space to park a mobile home but who does not rent the mobile home.

5 (c) If the breach involves unauthorized persons residing in the rental unit, the landlord may deliver
6 a written notice to the tenant that the rental agreement will terminate upon a date not less than 3 days after
7 receipt of the notice if the breach is not remedied within that time. This subsection does not apply to a
8 rental agreement involving a tenant who rents space to park a mobile home but who does not rent the
9 mobile home.

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

13 (2) ~~(a) Except as provided in subsection (2)(b), if~~ If rent is unpaid when due and the tenant fails
14 to pay rent within 3 days after written notice by the landlord of nonpayment and the landlord's intention
15 to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the
16 rental agreement.

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

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

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

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

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

29

30 **Section 4.** Section 70-24-430, MCA, is amended to read:

1 **"70-24-430. Disposition of personal property abandoned by tenant after termination.** (1) If a
 2 tenancy terminates in any manner except by court order and the landlord reasonably believes that the
 3 tenant has abandoned all personal property ~~which~~ that the tenant has left on the premises, and a period
 4 of time of at least 5 days has elapsed since the occurrence of events upon which the landlord formed that
 5 belief, the landlord may remove the property from the premises.

6 (2) The landlord shall inventory and store all goods, chattels, and personal property of the tenant
 7 in a place of safekeeping and shall exercise reasonable care for the property. The landlord may charge a
 8 reasonable storage and labor charge if the property is stored by the landlord, plus the cost of removal of
 9 the property to the place of storage. The landlord may store the property in a commercial storage company,
 10 in which case the storage cost includes the actual storage charge plus the cost of removal of the property
 11 to the place of storage.

12 (3) After complying with subsections (1) and (2), the landlord shall:

13 (a) make a reasonable attempt to notify the tenant in writing that the property must be removed
 14 from the place of safekeeping;

15 (b) notify the local law enforcement office of the property held by the landlord;

16 (c) make a reasonable effort to determine if the property is secured or otherwise encumbered; and

17 (d) send a notice by certified mail to the last-known address of the tenant, stating that at a
 18 specified time, not less than 15 days after mailing the notice, the property will be disposed of if not
 19 removed.

20 (4) The landlord may dispose of the property after complying with subsection (3) by:

21 (a) selling all or part of the property at a public or private sale; or

22 (b) destroying or otherwise disposing of all or part of the property if ~~he~~ the landlord reasonably
 23 believes that the value of the property is so low that the cost of storage or sale exceeds the reasonable
 24 value ~~thereof~~ of the property.

25 (5) If the tenant, upon receipt of the notice provided in subsection (3), responds in writing to the
 26 landlord on or before the day specified in the notice that ~~he~~ the tenant intends to remove ~~his~~ the property
 27 and does not do so within ~~45~~ 7 days after delivery of the tenant's response, the tenant's property ~~shall be~~
 28 is conclusively presumed to be abandoned. If the tenant removes the property, the landlord is entitled to
 29 storage costs for the period that the property remains in safekeeping, plus the cost of removal of the
 30 property to the place of storage. Reasonable storage costs are allowed a landlord who stores the property

1 himself, and actual storage costs are allowed a landlord who stores the property in a commercial storage
 2 company. A landlord is entitled to payment of the storage costs allowed under this subsection before the
 3 tenant may remove the property.

4 (6) The landlord is not responsible for any loss to the tenant resulting from storage unless the loss
 5 is caused by the landlord's purposeful or negligent act. On the event of purposeful violation, the landlord
 6 is liable for ~~double~~ actual damages.

7 (7) A public or private sale authorized by this section ~~shall~~ must be conducted under the provisions
 8 of 30-9-504(3) or the sheriff's sale provisions of Title 25, chapter 13, part 7.

9 (8) The landlord may deduct from the proceeds of the sale the reasonable costs of notice, storage,
 10 labor, and sale and any delinquent rent or damages owing on the premises and ~~must~~ shall remit to the
 11 tenant the remaining proceeds, if any, together with an itemized accounting. If the tenant cannot after due
 12 diligence be found, the remaining proceeds ~~shall~~ must be deposited with the county treasurer of the county
 13 in which the sale occurred and, if not claimed within 3 years, ~~shall~~ must revert to the general fund of the
 14 county available for general purposes."

15

16 **Section 5.** Section 70-24-436, MCA, is amended to read:

17 **"70-24-436. Mobile home parks -- grounds for termination of rental agreement.** (1) A landlord of
 18 a mobile home park may terminate a rental agreement only by following the procedure set forth in
 19 70-24-422, except as specifically provided in this section, and only for one or more of the following
 20 reasons:

21 (a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental
 22 agreement;

23 (b) late payment of rent, late charges, or common area maintenance fees as established in the
 24 rental agreement three or more times within a 12-month period if written notice is given by the landlord
 25 after each failure to pay, as required by 70-24-422. For this subsection (1)(b), the notice period referred
 26 to in 70-24-422(1) is 30 days.

27 (c) violation of a mobile home park rule that creates an immediate threat to the health and safety
 28 of any resident of the mobile home park if the violation has not been remedied 24 hours after the violator
 29 is given written notice of the violation;

30 (d) two or more violations within a 12-month period of any combination of one or more mobile

1 home park rules, the violation of which would have a significant adverse impact on the mobile home park
2 or its residents and ~~which~~ that are so designated;

3 (e) two or more violations within a 12-month period of the same rule. For this subsection (1)(e),
4 the notice period referred to in 70-24-422(1) is ~~60~~ 30 days.

5 (f) two or more violations of 70-24-321(1) within a 12-month period or any violation of
6 70-24-321(2);

7 (g) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment
8 and use of the premises. For this subsection (1)(g), the notice period referred to in 70-24-422(1) is 30 days.

9 (h) endangers other residents or mobile home park personnel, or causes substantial damage to the
10 mobile home park premises;

11 (i) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a
12 federal or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare
13 of other residents or the landlord of the mobile home park, or the landlord's documentation of a violation
14 of the provisions of Title 45, chapter 9;

15 (j) changes in the use of the land if the requirements of subsection (2) are met. For this subsection
16 (1)(j), the notice period referred to in 70-24-422(1) is 180 days.

17 (k) a legitimate business reason, provided that the landlord meets the following requirements:

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

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

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

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

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

1 notice, the landlord shall disclose and describe in detail the nature of the change of use.

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

6 (3) For purposes of calculating the total number of notices given within a 12-month period under
7 subsection (1)(b), only one notice ~~per~~ for each violation per month may be included in the calculation."
8

9 **Section 6.** Section 70-25-201, MCA, is amended to read:

10 **"70-25-201. Security deposit -- deductions authorized therefrom.** (1) A landlord renting property
11 covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have
12 been caused by the tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties
13 due under lease provisions, and other money owing to the landlord at the time of deduction, including rent
14 owed under 70-24-441(3), and a sum for actual cleaning expenses, including a reasonable charge for the
15 landlord's labor.

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

18 (3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis
19 by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord
20 is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges
21 may not be deducted until written notice has been given to the tenant. The notice must include the cleaning
22 not accomplished by the tenant and the additional and type or types of cleaning that need to be done by
23 the tenant to bring the premises back to its condition at the time of its renting. After the delivery of the
24 notice, the tenant has 24 hours to complete the required cleaning. If notice is mailed by certified mail,
25 service of the notice is considered to have been made 3 days after the date of the mailing. A tenant who
26 fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the
27 landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from
28 the deposit.

29 (4) A person may not deduct or withhold from the security deposit any amount for purposes other
30 than those set forth in this section."

-END-

1

HOUSE BILL NO. 406

2

INTRODUCED BY BANKHEAD

3

4 A BILL FOR AN ACT ENTITLED: "AN ACT REVISING LANDLORD AND TENANT LAWS; REVISING
5 LANDLORDS' RIGHTS AND DUTIES; DECREASING THE TIME PERIOD FOR A MOBILE HOME PARK
6 TENANT TO PAY RENT AFTER NOTICE OF NONPAYMENT; DECREASING THE TIME PERIOD FOR A
7 TENANT TO REMOVE ABANDONED PROPERTY AFTER NOTICE FROM THE LANDLORD; ALLOWING A
8 LANDLORD TO COVER LABOR COSTS; AND AMENDING SECTIONS 70-24-103, 70-24-303, 70-24-422,
9 70-24-430, 70-24-436, AND 70-25-201, MCA."

10

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

**THERE ARE NO CHANGES IN THIS BILL AND IT WILL NOT BE
REPRINTED. PLEASE REFER TO SECOND READING COPY
(YELLOW) FOR COMPLETE TEXT.**

HOUSE BILL NO. 406

INTRODUCED BY BANKHEAD

A BILL FOR AN ACT ENTITLED: "AN ACT REVISING LANDLORD AND TENANT LAWS; REVISING LANDLORDS' RIGHTS AND DUTIES; ~~DECREASING THE TIME PERIOD FOR A MOBILE HOME PARK TENANT TO PAY RENT AFTER NOTICE OF NONPAYMENT;~~ DECREASING THE TIME PERIOD FOR A TENANT TO REMOVE ABANDONED PROPERTY AFTER NOTICE FROM THE LANDLORD; ALLOWING A LANDLORD TO COVER LABOR COSTS; AND AMENDING SECTIONS 70-24-103, 70-24-303, ~~70-24-422,~~ 70-24-430, 70-24-436, AND 70-25-201, 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" means 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 or landlord has reasonable apprehension of immediate danger to the tenant or others.

(3) "Court" means the appropriate district court, justice's court, or city court.

(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.

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

(6) "Landlord" means:

(a) the owner, lessor, or sublessor of:

1 (i) the dwelling unit or the building of which it is a part; or

2 (ii) a mobile home park; or

3 (b) a manager of the premises who fails to disclose the managerial position.

4 (7) "Mobile home owner" means the owner of a manufactured mobile home dwelling unit entitled
5 under a rental agreement to occupy a mobile home park space in a mobile home park.

6 (8) "Mobile home park" means a trailer court as defined in 50-52-101.

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

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

11 (a) the legal title to property; or

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

14 (11) "Person" includes an individual or organization.

15 (12) "Premises" means a dwelling unit and the structure of which it is a part, the facilities and
16 appurtenances in the structure, and the grounds, areas, and facilities held out for the use of tenants
17 generally or promised for the use of a tenant.

18 (13) "Rent" means all payments to be made to the landlord under the rental agreement.

19 (14) "Rental agreement" means all agreements, written or oral, and valid rules adopted under
20 70-24-311 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and
21 premises.

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

25 (16) "Single-family residence" means a structure maintained and used as a single dwelling unit.
26 Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a
27 single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities,
28 hot water equipment, nor any other essential facility or service with another dwelling unit.

29 (17) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the
30 exclusion of others."

1 **Section 2.** Section 70-24-303, MCA, is amended to read:

2 **"70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation**
3 **of landlord's liability for failure of smoke detector.** (1) A landlord shall:

4 (a) comply with the requirements of applicable building and housing codes materially affecting
5 health and safety in effect at the time of original construction in all dwelling units where construction is
6 completed after July 1, 1977;

7 (b) make repairs and do whatever is necessary to put and keep the premises in a fit and habitable
8 condition;

9 (c) keep all common areas of the premises in a clean and safe condition;

10 (d) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
11 ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to
12 be supplied by ~~him~~ the landlord;

13 ~~(e) provide and maintain appropriate receptacles and conveniences for the removal of ashes,~~
14 ~~garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their~~
15 ~~removal;~~

16 (E) UNLESS OTHERWISE PROVIDED IN A RENTAL AGREEMENT, PROVIDE AND MAINTAIN
17 APPROPRIATE RECEPTACLES AND CONVENIENCES FOR THE REMOVAL OF ASHES, GARBAGE, RUBBISH,
18 AND OTHER WASTE INCIDENTAL TO THE OCCUPANCY OF THE DWELLING UNIT AND ARRANGE FOR
19 THEIR REMOVAL;

20 ~~(f)(F)~~ supply running water and reasonable amounts of hot water at all times and reasonable heat
21 between October 1 and May 1, except if the building that includes the dwelling unit is not required by law
22 to be equipped for that purpose or the dwelling unit is so constructed that heat or hot water is generated
23 by an installation within the exclusive control of the tenant; and

24 ~~(g)(G)~~ install, in accordance with rules adopted by the department of justice, an approved smoke
25 detector in each dwelling unit under ~~his~~ the landlord's control. Upon commencement of a rental agreement,
26 the landlord shall verify that the smoke detector in the dwelling unit is in good working order. The tenant
27 shall maintain the smoke detector in good working order during the tenant's rental period. For purposes of
28 this subsection, an approved smoke detector is a device that is capable of detecting visible or invisible
29 particles of combustion and that bears a label or other identification issued by an approved testing agency
30 having a service for inspection of materials and workmanship at the factory during fabrication and

1 assembly.

2 (2) If the duty imposed by subsection (1)(a) ~~of this section~~ is greater than a duty imposed by
3 subsections (1)(b) through ~~(1)(g) (1)(f) (1)(G)~~, a landlord's duty ~~shall~~ must be determined by reference to
4 subsection (1)(a).

5 (3) A landlord and tenant of a one-, two-, or three-family residence may agree in writing that the
6 tenant perform the landlord's duties specified in ~~subsections~~ subsection SUBSECTIONS (1)(e) AND (1)(F)
7 OF THIS SECTION ~~and (1)(f) of this section~~ and specified repairs, maintenance tasks, alteration, and
8 remodeling but only if the transaction is entered into in good faith and not for the purpose of evading the
9 obligations of the landlord.

10 (4) A landlord and tenant of a one-, two-, or three-family residence may agree that the tenant is
11 to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

12 (a) the agreement of the parties is entered into in good faith and not for the purpose of evading
13 the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by
14 adequate consideration;

15 (b) the work is not necessary to cure noncompliance with subsection (1)(a) ~~of this section~~; and

16 (c) the agreement does not diminish the obligation of the landlord to other tenants in the premises.

17 (5) The landlord is not liable for damages caused as a result of the failure of the smoke detector
18 required under subsection ~~(1)(g) (1)(f) (1)(G)~~."

19

20 ~~Section 3. Section 70-24-422, MCA, is amended to read:~~

21 ~~"70-24-422. Noncompliance of tenant generally — landlord's right of termination — damages —~~
22 ~~injunction. (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental~~
23 ~~agreement or a noncompliance with 70-24-321 affecting health and safety, the landlord may deliver a~~
24 ~~written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the~~
25 ~~breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the~~
26 ~~notice. If the breach is not remedied within that time, the rental agreement terminates as provided in the~~
27 ~~notice, subject to the following exceptions:~~

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

1 ~~(b) If the breach involves an unauthorized pet, the landlord may deliver a written notice to the~~
2 ~~tenant that the rental agreement will terminate upon a date not less than 3 days after receipt of the notice~~
3 ~~if the breach is not remedied within that time. This subsection does not apply to a rental agreement~~
4 ~~involving a tenant who rents space to park a mobile home but who does not rent the mobile home.~~

5 ~~(c) If the breach involves unauthorized persons residing in the rental unit, the landlord may deliver~~
6 ~~a written notice to the tenant that the rental agreement will terminate upon a date not less than 3 days after~~
7 ~~receipt of the notice if the breach is not remedied within that time. This subsection does not apply to a~~
8 ~~rental agreement involving a tenant who rents space to park a mobile home but who does not rent the~~
9 ~~mobile home.~~

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

13 ~~(2) (a) Except as provided in subsection (2)(b), if rent is unpaid when due and the tenant fails~~
14 ~~to pay rent within 3 days after written notice by the landlord of nonpayment and the landlord's intention~~
15 ~~to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the~~
16 ~~rental agreement.~~

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

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

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

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

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

29
30 **Section 3.** Section 70-24-430, MCA, is amended to read:

1 **"70-24-430. Disposition of personal property abandoned by tenant after termination.** (1) If a
2 tenancy terminates in any manner except by court order and the landlord reasonably believes that the
3 tenant has abandoned all personal property ~~which~~ that the tenant has left on the premises, and a period
4 of time of at least 5 days has elapsed since the occurrence of events upon which the landlord formed that
5 belief, the landlord may remove the property from the premises.

6 (2) The landlord shall inventory and store all goods, chattels, and personal property of the tenant
7 in a place of safekeeping and shall exercise reasonable care for the property. The landlord may charge a
8 reasonable storage and labor charge if the property is stored by the landlord, plus the cost of removal of
9 the property to the place of storage. The landlord may store the property in a commercial storage company,
10 in which case the storage cost includes the actual storage charge plus the cost of removal of the property
11 to the place of storage.

12 (3) After complying with subsections (1) and (2), the landlord shall:

13 (a) make a reasonable attempt to notify the tenant in writing that the property must be removed
14 from the place of safekeeping;

15 (b) notify the local law enforcement office of the property held by the landlord;

16 (c) make a reasonable effort to determine if the property is secured or otherwise encumbered; and

17 (d) send a notice by certified mail to the last-known address of the tenant, stating that at a
18 specified time, not less than 15 days after mailing the notice, the property will be disposed of if not
19 removed.

20 (4) The landlord may dispose of the property after complying with subsection (3) by:

21 (a) selling all or part of the property at a public or private sale; or

22 (b) destroying or otherwise disposing of all or part of the property if ~~he~~ the landlord reasonably
23 believes that the value of the property is so low that the cost of storage or sale exceeds the reasonable
24 value ~~thereof~~ of the property.

25 (5) If the tenant, upon receipt of the notice provided in subsection (3), responds in writing to the
26 landlord on or before the day specified in the notice that ~~he~~ the tenant intends to remove ~~his~~ the property
27 and does not do so within ~~15~~ 7 days after delivery of the tenant's response, the tenant's property ~~shall be~~
28 is conclusively presumed to be abandoned. If the tenant removes the property, the landlord is entitled to
29 storage costs for the period that the property remains in safekeeping, plus the cost of removal of the
30 property to the place of storage. Reasonable storage costs are allowed a landlord who stores the property

1 ~~himself~~, and actual storage costs are allowed a landlord who stores the property in a commercial storage
 2 company. A landlord is entitled to payment of the storage costs allowed under this subsection before the
 3 tenant may remove the property.

4 (6) The landlord is not responsible for any loss to the tenant resulting from storage unless the loss
 5 is caused by the landlord's purposeful or negligent act. On the event of purposeful violation, the landlord
 6 is liable for ~~double~~ actual damages.

7 (7) A public or private sale authorized by this section ~~shall~~ must be conducted under the provisions
 8 of 30-9-504(3) or the sheriff's sale provisions of Title 25, chapter 13, part 7.

9 (8) The landlord may deduct from the proceeds of the sale the reasonable costs of notice, storage,
 10 labor, and sale and any delinquent rent or damages owing on the premises and ~~must~~ shall remit to the
 11 tenant the remaining proceeds, if any, together with an itemized accounting. If the tenant cannot after due
 12 diligence be found, the remaining proceeds ~~shall~~ must be deposited with the county treasurer of the county
 13 in which the sale occurred and, if not claimed within 3 years, ~~shall~~ must revert to the general fund of the
 14 county available for general purposes."

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16 **Section 4.** Section 70-24-436, MCA, is amended to read:

17 **"70-24-436. Mobile home parks -- grounds for termination of rental agreement.** (1) A landlord of
 18 a mobile home park may terminate a rental agreement only by following the procedure set forth in
 19 70-24-422, except as specifically provided in this section, and only for one or more of the following
 20 reasons:

21 (a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental
 22 agreement;

23 (b) late payment of rent, late charges, or common area maintenance fees as established in the
 24 rental agreement three or more times within a 12-month period if written notice is given by the landlord
 25 after each failure to pay, as required by 70-24-422. For this subsection (1)(b), the notice period referred
 26 to in 70-24-422(1) is 30 days.

27 (c) violation of a mobile home park rule that creates an immediate threat to the health and safety
 28 of any resident of the mobile home park if the violation has not been remedied 24 hours after the violator
 29 is given written notice of the violation;

30 (d) two or more violations within a 12-month period of any combination of one or more mobile

1 home park rules, the violation of which would have a significant adverse impact on the mobile home park
2 or its residents and ~~which~~ that are so designated;

3 (e) two or more violations within a 12-month period of the same rule. For this subsection (1)(e),
4 the notice period referred to in 70-24-422(1) is ~~60~~ 30 days.

5 (f) two or more violations of 70-24-321(1) within a 12-month period or any violation of
6 70-24-321(2);

7 (g) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment
8 and use of the premises. For this subsection (1)(g), the notice period referred to in 70-24-422(1) is 30 days.

9 (h) endangers other residents or mobile home park personnel, or causes substantial damage to the
10 mobile home park premises;

11 (i) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a
12 federal or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare
13 of other residents or the landlord of the mobile home park, or the landlord's documentation of a violation
14 of the provisions of Title 45, chapter 9;

15 (j) changes in the use of the land if the requirements of subsection (2) are met. For this subsection
16 (1)(j), the notice period referred to in 70-24-422(1) is 180 days.

17 (k) a legitimate business reason, provided that the landlord meets the following requirements:

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

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

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

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

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

1 notice, the landlord shall disclose and describe in detail the nature of the change of use.

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

6 (3) For purposes of calculating the total number of notices given within a 12-month period under
7 subsection (1)(b), only one notice ~~per~~ for each violation per month may be included in the calculation."

8

9 **Section 5.** Section 70-25-201, MCA, is amended to read:

10 **"70-25-201. Security deposit -- deductions authorized therefrom.** (1) A landlord renting property
11 covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have
12 been caused by the tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties
13 due under lease provisions, and other money owing to the landlord at the time of deduction, including rent
14 owed under 70-24-441(3), and a sum for actual cleaning expenses, including a reasonable charge for the
15 landlord's labor.

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

18 (3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis
19 by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord
20 is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges
21 may not be deducted until written notice has been given to the tenant. The notice must include the cleaning
22 not accomplished by the tenant and the additional and type or types of cleaning that need to be done by
23 the tenant to bring the premises back to its condition at the time of its renting. After the delivery of the
24 notice, the tenant has 24 hours to complete the required cleaning. If notice is mailed by certified mail,
25 service of the notice is considered to have been made 3 days after the date of the mailing. A tenant who
26 fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the
27 landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from
28 the deposit.

29 (4) A person may not deduct or withhold from the security deposit any amount for purposes other
30 than those set forth in this section."

-END-

1 HOUSE BILL NO. 406

2 INTRODUCED BY BANKHEAD

3
 4 A BILL FOR AN ACT ENTITLED: "AN ACT REVISING LANDLORD AND TENANT LAWS; REVISING
 5 LANDLORDS' RIGHTS AND DUTIES; ~~DECREASING THE TIME PERIOD FOR A MOBILE HOME PARK~~
 6 ~~TENANT TO PAY RENT AFTER NOTICE OF NONPAYMENT;~~ DECREASING THE TIME PERIOD FOR A
 7 TENANT TO REMOVE ABANDONED PROPERTY AFTER NOTICE FROM THE LANDLORD; ALLOWING A
 8 LANDLORD TO COVER LABOR COSTS; AND AMENDING SECTIONS 70-24-103, 70-24-303, ~~70-24-422,~~
 9 70-24-430, 70-24-436, AND 70-25-201, MCA."

10
 11 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

12
 13 **Section 1.** Section 70-24-103, MCA, is amended to read:

14 **"70-24-103. General definitions.** Subject to additional definitions contained in subsequent sections
 15 and unless the context otherwise requires, in this chapter the following definitions apply:

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

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

23 (3) "Court" means the appropriate district court, justice's court, or city court.

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

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

29 (6) "Landlord" means:

30 (a) the owner, lessor, or sublessor of:

1 (i) the dwelling unit or the building of which it is a part; or

2 (ii) a mobile home park; or

3 (b) a manager of the premises who fails to disclose the managerial position.

4 (7) "Mobile home owner" means the owner of a manufactured mobile home dwelling unit entitled
5 under a rental agreement to occupy a mobile home park space in a mobile home park.

6 (8) "Mobile home park" means a trailer court as defined in 50-52-101.

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

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

11 (a) the legal title to property; or

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

14 (11) "Person" includes an individual or organization.

15 (12) "Premises" means a dwelling unit and the structure of which it is a part, the facilities and
16 appurtenances in the structure, and the grounds, areas, and facilities held out for the use of tenants
17 generally or promised for the use of a tenant.

18 (13) "Rent" means all payments to be made to the landlord under the rental agreement.

19 (14) "Rental agreement" means all agreements, written or oral, and valid rules adopted under
20 70-24-311 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and
21 premises.

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

25 (16) "Single-family residence" means a structure maintained and used as a single dwelling unit.
26 Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a
27 single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities,
28 hot water equipment, nor any other essential facility or service with another dwelling unit.

29 (17) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the
30 exclusion of others."

1 **Section 2.** Section 70-24-303, MCA, is amended to read:

2 **"70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation**
3 **of landlord's liability for failure of smoke detector.** (1) A landlord shall:

4 (a) comply with the requirements of applicable building and housing codes materially affecting
5 health and safety in effect at the time of original construction in all dwelling units where construction is
6 completed after July 1, 1977;

7 (b) make repairs and do whatever is necessary to put and keep the premises in a fit and habitable
8 condition;

9 (c) keep all common areas of the premises in a clean and safe condition;

10 (d) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
11 ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to
12 be supplied by ~~him~~ the landlord;

13 ~~(e) provide and maintain appropriate receptacles and conveniences for the removal of ashes,~~
14 ~~garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their~~
15 ~~removal;~~

16 (E) UNLESS OTHERWISE PROVIDED IN A RENTAL AGREEMENT, PROVIDE AND MAINTAIN
17 APPROPRIATE RECEPTACLES AND CONVENIENCES FOR THE REMOVAL OF ASHES, GARBAGE, RUBBISH,
18 AND OTHER WASTE INCIDENTAL TO THE OCCUPANCY OF THE DWELLING UNIT AND ARRANGE FOR
19 THEIR REMOVAL;

20 ~~(f)(F)~~ supply running water and reasonable amounts of hot water at all times and reasonable heat
21 between October 1 and May 1, except if the building that includes the dwelling unit is not required by law
22 to be equipped for that purpose or the dwelling unit is so constructed that heat or hot water is generated
23 by an installation within the exclusive control of the tenant; and

24 ~~(g)(G)~~ install, in accordance with rules adopted by the department of justice, an approved smoke
25 detector in each dwelling unit under ~~his~~ the landlord's control. Upon commencement of a rental agreement,
26 the landlord shall verify that the smoke detector in the dwelling unit is in good working order. The tenant
27 shall maintain the smoke detector in good working order during the tenant's rental period. For purposes of
28 this subsection, an approved smoke detector is a device that is capable of detecting visible or invisible
29 particles of combustion and that bears a label or other identification issued by an approved testing agency
30 having a service for inspection of materials and workmanship at the factory during fabrication and

1 assembly.

2 (2) If the duty imposed by subsection (1)(a) ~~of this section~~ is greater than a duty imposed by
3 subsections (1)(b) through ~~(1)(g)~~ (1)(f) ~~(1)(G)~~, a landlord's duty ~~shall~~ must be determined by reference to
4 subsection (1)(a).

5 (3) A landlord and tenant of a one-, two-, or three-family residence may agree in writing that the
6 tenant perform the landlord's duties specified in ~~subsections~~ subsection SUBSECTIONS (1)(e) AND (1)(F)
7 OF THIS SECTION ~~and (1)(f) of this section~~ and specified repairs, maintenance tasks, alteration, and
8 remodeling but only if the transaction is entered into in good faith and not for the purpose of evading the
9 obligations of the landlord.

10 (4) A landlord and tenant of a one-, two-, or three-family residence may agree that the tenant is
11 to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

12 (a) the agreement of the parties is entered into in good faith and not for the purpose of evading
13 the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by
14 adequate consideration;

15 (b) the work is not necessary to cure noncompliance with subsection (1)(a) ~~of this section~~; and

16 (c) the agreement does not diminish the obligation of the landlord to other tenants in the premises.

17 (5) The landlord is not liable for damages caused as a result of the failure of the smoke detector
18 required under subsection ~~(1)(g)~~ (1)(f) ~~(1)(G)~~."

19

20 ~~Section 3. Section 70-24-422, MCA, is amended to read:~~

21 ~~"70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages --~~
22 ~~injunction. (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental~~
23 ~~agreement or a noncompliance with 70-24-321 affecting health and safety, the landlord may deliver a~~
24 ~~written notice to the tenant pursuant to 70-24-108 specifying the acts and emissions constituting the~~
25 ~~breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the~~
26 ~~notice. If the breach is not remedied within that time, the rental agreement terminates as provided in the~~
27 ~~notice, subject to the following exceptions:~~

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

1 ~~(b) If the breach involves an unauthorized pet, the landlord may deliver a written notice to the~~
2 ~~tenant that the rental agreement will terminate upon a date not less than 3 days after receipt of the notice~~
3 ~~if the breach is not remedied within that time. This subsection does not apply to a rental agreement~~
4 ~~involving a tenant who rents space to park a mobile home but who does not rent the mobile home.~~

5 ~~(c) If the breach involves unauthorized persons residing in the rental unit, the landlord may deliver~~
6 ~~a written notice to the tenant that the rental agreement will terminate upon a date not less than 3 days after~~
7 ~~receipt of the notice if the breach is not remedied within that time. This subsection does not apply to a~~
8 ~~rental agreement involving a tenant who rents space to park a mobile home but who does not rent the~~
9 ~~mobile home.~~

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

13 ~~(2) (a) Except as provided in subsection (2)(b), if rent is unpaid when due and the tenant fails~~
14 ~~to pay rent within 3 days after written notice by the landlord of nonpayment and the landlord's intention~~
15 ~~to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the~~
16 ~~rental agreement.~~

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

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

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

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

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

29
30 **Section 3.** Section 70-24-430, MCA, is amended to read:

1 **"70-24-430. Disposition of personal property abandoned by tenant after termination.** (1) If a
2 tenancy terminates in any manner except by court order and the landlord reasonably believes that the
3 tenant has abandoned all personal property ~~which~~ that the tenant has left on the premises, and a period
4 of time of at least 5 days has elapsed since the occurrence of events upon which the landlord formed that
5 belief, the landlord may remove the property from the premises.

6 (2) The landlord shall inventory and store all goods, chattels, and personal property of the tenant
7 in a place of safekeeping and shall exercise reasonable care for the property. The landlord may charge a
8 reasonable storage and labor charge if the property is stored by the landlord, plus the cost of removal of
9 the property to the place of storage. The landlord may store the property in a commercial storage company,
10 in which case the storage cost includes the actual storage charge plus the cost of removal of the property
11 to the place of storage.

12 (3) After complying with subsections (1) and (2), the landlord shall:

13 (a) make a reasonable attempt to notify the tenant in writing that the property must be removed
14 from the place of safekeeping;

15 (b) notify the local law enforcement office of the property held by the landlord;

16 (c) make a reasonable effort to determine if the property is secured or otherwise encumbered; and

17 (d) send a notice by certified mail to the last-known address of the tenant, stating that at a
18 specified time, not less than 15 days after mailing the notice, the property will be disposed of if not
19 removed.

20 (4) The landlord may dispose of the property after complying with subsection (3) by:

21 (a) selling all or part of the property at a public or private sale; or

22 (b) destroying or otherwise disposing of all or part of the property if ~~he~~ the landlord reasonably
23 believes that the value of the property is so low that the cost of storage or sale exceeds the reasonable
24 value ~~thereof of the property~~.

25 (5) If the tenant, upon receipt of the notice provided in subsection (3), responds in writing to the
26 landlord on or before the day specified in the notice that ~~he~~ the tenant intends to remove ~~his~~ the property
27 and does not do so within ~~45~~ 7 days after delivery of the tenant's response, the tenant's property ~~shall be~~
28 is conclusively presumed to be abandoned. If the tenant removes the property, the landlord is entitled to
29 storage costs for the period that the property remains in safekeeping, plus the cost of removal of the
30 property to the place of storage. Reasonable storage costs are allowed a landlord who stores the property

1 ~~himself~~, and actual storage costs are allowed a landlord who stores the property in a commercial storage
 2 company. A landlord is entitled to payment of the storage costs allowed under this subsection before the
 3 tenant may remove the property.

4 (6) The landlord is not responsible for any loss to the tenant resulting from storage unless the loss
 5 is caused by the landlord's purposeful or negligent act. On the event of purposeful violation, the landlord
 6 is liable for ~~double~~ actual damages.

7 (7) A public or private sale authorized by this section ~~shall~~ must be conducted under the provisions
 8 of 30-9-504(3) or the sheriff's sale provisions of Title 25, chapter 13, part 7.

9 (8) The landlord may deduct from the proceeds of the sale the reasonable costs of notice, storage,
 10 labor, and sale and any delinquent rent or damages owing on the premises and ~~must~~ shall remit to the
 11 tenant the remaining proceeds, if any, together with an itemized accounting. If the tenant cannot after due
 12 diligence be found, the remaining proceeds ~~shall~~ must be deposited with the county treasurer of the county
 13 in which the sale occurred and, if not claimed within 3 years, ~~shall~~ must revert to the general fund of the
 14 county available for general purposes."

15

16 **Section 4.** Section 70-24-436, MCA, is amended to read:

17 **"70-24-436. Mobile home parks -- grounds for termination of rental agreement.** (1) A landlord of
 18 a mobile home park may terminate a rental agreement only by following the procedure set forth in
 19 70-24-422, except as specifically provided in this section, and only for one or more of the following
 20 reasons:

21 (a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental
 22 agreement;

23 (b) late payment of rent, late charges, or common area maintenance fees as established in the
 24 rental agreement three or more times within a 12-month period if written notice is given by the landlord
 25 after each failure to pay, as required by 70-24-422. For this subsection (1)(b), the notice period referred
 26 to in 70-24-422(1) is 30 days.

27 (c) violation of a mobile home park rule that creates an immediate threat to the health and safety
 28 of any resident of the mobile home park if the violation has not been remedied 24 hours after the violator
 29 is given written notice of the violation;

30 (d) two or more violations within a 12-month period of any combination of one or more mobile

1 home park rules, the violation of which would have a significant adverse impact on the mobile home park
2 or its residents and ~~which~~ that are so designated;

3 (e) two or more violations within a 12-month period of the same rule. For this subsection (1)(e),
4 the notice period referred to in 70-24-422(1) is ~~60~~ 30 days.

5 (f) two or more violations of 70-24-321(1) within a 12-month period or any violation of
6 70-24-321(2);

7 (g) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment
8 and use of the premises. For this subsection (1)(g), the notice period referred to in 70-24-422(1) is 30 days.

9 (h) endangers other residents or mobile home park personnel, or causes substantial damage to the
10 mobile home park premises;

11 (i) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a
12 federal or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare
13 of other residents or the landlord of the mobile home park, or the landlord's documentation of a violation
14 of the provisions of Title 45, chapter 9;

15 (j) changes in the use of the land if the requirements of subsection (2) are met. For this subsection
16 (1)(j), the notice period referred to in 70-24-422(1) is 180 days.

17 (k) a legitimate business reason, provided that the landlord meets the following requirements:

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

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

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

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

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

1 notice, the landlord shall disclose and describe in detail the nature of the change of use.

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

6 (3) For purposes of calculating the total number of notices given within a 12-month period under
7 subsection (1)(b), only one notice ~~per~~ for each violation per month may be included in the calculation."
8

9 **Section 5.** Section 70-25-201, MCA, is amended to read:

10 **"70-25-201. Security deposit -- deductions authorized therefrom.** (1) A landlord renting property
11 covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have
12 been caused by the tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties
13 due under lease provisions, and other money owing to the landlord at the time of deduction, including rent
14 owed under 70-24-441(3), and a sum for actual cleaning expenses, including a reasonable charge for the
15 landlord's labor.

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

18 (3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis
19 by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord
20 is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges
21 may not be deducted until written notice has been given to the tenant. The notice must include the cleaning
22 not accomplished by the tenant and the additional and type or types of cleaning that need to be done by
23 the tenant to bring the premises back to its condition at the time of its renting. After the delivery of the
24 notice, the tenant has 24 hours to complete the required cleaning. If notice is mailed by certified mail,
25 service of the notice is considered to have been made 3 days after the date of the mailing. A tenant who
26 fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the
27 landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from
28 the deposit.

29 (4) A person may not deduct or withhold from the security deposit any amount for purposes other
30 than those set forth in this section."

-END-