

1 *House* BILL NO. *428*
 2 INTRODUCED BY *Krenzler Shea Eck Hargrove*
 3

4 A BILL FOR AN ACT ENTITLED: "AN ACT CLARIFYING CERTAIN RIGHTS AND RESPONSIBILITIES OF
 5 LANDLORDS AND TENANTS; PROVIDING FOR LANDLORD TERMINATION OF THE RENTAL AGREEMENT
 6 UPON JUST CAUSE; AND AMENDING SECTIONS 70-24-103 AND 70-24-441, MCA."
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8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:
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10 **Section 1.** Section 70-24-103, MCA, is amended to read:

11 **"70-24-103. General definitions.** Subject to additional definitions contained in subsequent sections
 12 and unless the context ~~otherwise~~ requires otherwise, in this chapter, the following definitions apply:

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

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

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

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

25 (5) "Emergency situation" means an extraordinary occurrence beyond the tenant's control requiring
 26 immediate action to protect the premises or the tenant. An emergency situation may include the
 27 interruption of essential services, including heat, electricity, gas, running water, hot water, or sewer and
 28 septic systems, or life-threatening events in which the tenant or the landlord has reasonable apprehension
 29 of immediate danger to any person, including the tenant or the landlord.

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

1 ~~(6)~~(7) "Landlord" means:

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

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

4 (ii) a mobile home park; or

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

6 ~~(7)~~(8) "Mobile home owner" means the owner of a manufactured mobile home dwelling unit
7 entitled under a rental agreement to occupy a mobile home park space in a mobile home park.

8 ~~(8)~~(9) "Mobile home park" means a trailer court as defined in 50-52-101.

9 ~~(9)~~(10) "Organization" includes a corporation, government, governmental subdivision or agency,
10 business trust, estate, trust, or partnership or association, two or more persons having a joint or common
11 interest, and any other legal or commercial entity.

12 ~~(10)~~(11) "Owner" means one or more persons, jointly or severally, in whom is vested all or part of:

13 (a) the legal title to property; or

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

16 ~~(11)~~(12) "Person" includes an individual or organization.

17 ~~(12)~~(13) "Premises" means a dwelling unit and the structure of which it is a part, the facilities and
18 appurtenances in the structure, and the grounds, areas, and facilities held out for the use of tenants
19 generally or promised for the use of a tenant.

20 ~~(13)~~(14) "Rent" means all payments to be made to the landlord under the rental agreement.

21 ~~(14)~~(15) "Rental agreement" means all agreements, written or oral, and valid rules adopted under
22 70-24-311 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and
23 premises.

24 ~~(15)~~(16) "Roomer" means a person occupying a dwelling unit that does not include a toilet, a
25 bathtub or a shower, a refrigerator, a stove, or a kitchen sink, all of which are provided by the landlord and
26 one or more of which are used in common by occupants in the structure.

27 ~~(16)~~(17) "Single-family residence" means a structure maintained and used as a single dwelling unit.

28 Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a
29 single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities,
30 hot water equipment, nor any other essential facility or service with another dwelling unit.

1 ~~(17)~~(18) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to
2 the exclusion of others."

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4 **Section 2.** Section 70-24-441, MCA, is amended to read:

5 "**70-24-441. Termination by landlord or tenant.** (1) The landlord or the tenant may terminate a
6 week-to-week tenancy by a written notice given to the other at least 7 days before the termination date
7 specified in the notice.

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

11 (3) The tenancy terminates on the date designated and without regard to the expiration of the
12 period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is
13 uniformly apportionable from day to day.

14 (4) If a landlord terminates a tenancy pursuant to this section and the reason for the termination
15 is not specified or is not just cause, the tenant may, within 30 days after notice of the termination, bring
16 an action to determine if just cause for the termination existed. If the court finds that just cause does not
17 exist, the court may order injunctive relief, award damages in the amount of three times the monthly rent,
18 and award attorney fees.

19 (5) The court shall determine just cause based upon the circumstances. Just cause for eviction
20 includes:

21 (a) failure to pay rent due;

22 (b) disorderly conduct by the tenant that destroys the peace of other tenants or the neighborhood;

23 (c) damage to the premises resulting from the tenant's willful misconduct or gross negligence;

24 (d) substantial violation of any of the reasonable covenants or agreements in the rental agreement;

25 (e) substantial violation of reasonable written rules and regulations;

26 (f) a plan by the owner, in good faith, to boardup or demolish the premises because of substantial
27 code violations that make it economically unfeasible for the owner to eliminate the violations;

28 (g) a plan by the owner to remove the rental property from the market;

29 (h) refusal by the tenant to accept, at the termination of the lease or rental agreement, reasonable
30 changes in the lease or rental agreement terms;

- 1 (i) habitual failure by the tenant to pay the rent in a timely manner;
2 (j) refusal by the tenant to allow the landlord reasonable access to the premises for the purpose
3 of repairs or to show the premises to a prospective purchaser;
4 (k) a decision by the landlord, with good faith intentions, to occupy the premises or to provide the
5 premises to close relatives, such as children, parents, or siblings;
6 (l) participation by the tenant in unlawful activity;
7 (m) rendering of the premises as uninhabitable by an emergency situation, an extraordinary
8 occurrence, or calamitous event outside the landlord's control if the landlord is unable to repair the premises
9 to a habitable condition within a reasonable time;
10 (n) substantial remodeling of the premises, during which the premises would be rendered
11 uninhabitable;
12 (o) any other cause for termination as provided by this chapter; or
13 (p) determination by a court that unreasonable action by a tenant constitutes just cause.
14 (6) Except as otherwise provided by chapter 25 and this chapter:
15 (a) if the landlord terminates the tenancy and the tenant vacates the premises prior to the required
16 notice, the tenant is entitled to the return of a prorated amount of rent for the days remaining upon
17 surrender of the property to the landlord; or
18 (b) if the tenant terminates the rental agreement and vacates the premises without giving proper
19 notice as provided in this chapter, the landlord is entitled to prorated rent until the premises are rented or
20 until 30 days have expired, whichever occurs first."

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