

HOUSE BILL NO. 189

INTRODUCED BY D. KOTTEL

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4 A BILL FOR AN ACT ENTITLED: "AN ACT REVISING LANDLORD AND TENANT LAWS; REQUIRING THE
5 LANDLORD TO PROVIDE THE TENANT WITH A WRITTEN COPY OF THE RENTAL AGREEMENT UPON THE
6 WRITTEN REQUEST OF THE TENANT; PROVIDING THAT AN ADDENDUM THAT EXTENDS THE TERM OF
7 THE TENANCY FOR A FIXED PERIOD OF TIME MUST BE IN WRITING AND SIGNED BY THE LANDLORD
8 AND THE TENANT; PROVIDING THAT THE LANDLORD'S OBLIGATION TO PROVIDE REASONABLE HEAT
9 MEANS THE CAPACITY TO HEAT THE DWELLING UNIT TO A MINIMUM OF 70 DEGREES F; AND
10 AMENDING SECTIONS 70-24-201 AND 70-24-303, MCA."

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

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14 **Section 1.** Section 70-24-201, MCA, is amended to read:
15 **"70-24-201. Rental agreement -- terms and conditions -- provision of rental agreement copies --**
16 **extension of term of lease for fixed period.** (1) A landlord and a tenant may include in a rental agreement terms
17 and conditions not prohibited by this chapter or other rule or law, including rent, term of the agreement, and other
18 provisions governing the rights and obligations of the parties.
19 (2) Unless the rental agreement provides otherwise:
20 (a) the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit as
21 determined by the landlord;
22 (b) rent is payable at the landlord's address;
23 (c) periodic rent is payable at the beginning of a term of a month or less and otherwise in equal monthly
24 installments at the beginning of each month;
25 (d) rent is uniformly apportionable from day to day; and
26 (e) the tenancy is week to week in the case of a roomer who pays weekly rent and in all other cases
27 month to month.
28 (3) Rent is payable without demand or notice at the time and place agreed upon by the parties or
29 provided for by subsection (2) of this section.
30 (4) The landlord shall provide the tenant with a copy of the rental agreement, any addendums to the

1 rental agreement, and any rules that pertain to the tenancy upon the written request of the tenant and upon the
 2 payment of reasonable copying charges by the tenant.

3 (5) Any addendum to a rental agreement that extends the term of a tenancy for a fixed period of time
 4 beyond the initial termination date must be in writing and signed by the landlord and the tenant."

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

7 **"70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation**
 8 **of landlord's liability for failure of smoke detector.** (1) A landlord:

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

12 (b) may not knowingly allow any tenant or other person to engage in any activity on the premises that
 13 creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may
 14 be injured by any of the following:

15 (i) criminal production or manufacture of dangerous drugs, as prohibited by 45-9-110;

16 (ii) operation of an unlawful clandestine laboratory, as prohibited by 45-9-132; or

17 (iii) gang-related activities, as prohibited by Title 45, chapter 8, part 4;

18 (c) shall make repairs and do whatever is necessary to put and keep the premises in a fit and habitable
 19 condition;

20 (d) shall keep all common areas of the premises in a clean and safe condition;

21 (e) shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
 22 ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be
 23 supplied by the landlord;

24 (f) shall, unless otherwise provided in a rental agreement, provide and maintain appropriate receptacles
 25 and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of
 26 the dwelling unit and arrange for their removal;

27 (g) shall supply running water and reasonable amounts of hot water at all times and reasonable heat,
 28 which means the capacity to heat the dwelling unit to a minimum of 70 degrees F, between October 1 and May
 29 1, except if the building that includes the dwelling unit is not required by law to be equipped for that purpose or
 30 the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control

1 of the tenant; and

2 (h) shall install, in accordance with rules adopted by the department of justice, an approved smoke
3 detector in each dwelling unit under the landlord's control. Upon commencement of a rental agreement, the
4 landlord shall verify that the smoke detector in the dwelling unit is in good working order. The tenant shall
5 maintain the smoke detector in good working order during the tenant's rental period. For purposes of this
6 subsection, an approved smoke detector is a device that is capable of detecting visible or invisible particles of
7 combustion and that bears a label or other identification issued by an approved testing agency having a service
8 for inspection of materials and workmanship at the factory during fabrication and assembly.

9 (2) If the duty imposed by subsection (1)(a) is greater than a duty imposed by subsections (1)(b) through
10 (1)(h), a landlord's duty must be determined by reference to subsection (1)(a).

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

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

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

20 (b) the work is not necessary to cure noncompliance with subsection (1)(a); and

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

22 (5) The landlord is not liable for damages caused as a result of the failure of the smoke detector required
23 under subsection (1)(h)."

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