

1 HOUSE BILL NO. 348

2 INTRODUCED BY P. WEBB

3
4 A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING LAWS RELATED TO LANDLORDS AND
5 TENANTS CONCERNING RENTAL AGREEMENTS AND MOBILE HOME LOT LEASES; REQUIRING
6 ADDITIONAL TENANTS TO RECEIVE WRITTEN PERMISSION FROM A LANDLORD; MODIFYING
7 PROVISIONS RELATED TO TENANT ABSENCES; ALLOWING THE LANDLORD TO ENTER PREMISES
8 WITHOUT NOTICE DURING THE ABSENCE OF A TENANT; ELIMINATING A REQUIREMENT FOR A TENANT
9 TO SUPPLY A LANDLORD WITH A KEY FOR A LOCK NOT SUPPLIED BY THE LANDLORD; REQUIRING A
10 TENANT TO REPORT HEALTH OR SAFETY ISSUES AND DAMAGES TO A LANDLORD; AMENDING
11 SECTIONS 45-6-106, 70-24-302, 70-24-312, 70-24-321, 70-24-322, 70-24-422, 70-24-424, 70-24-426,
12 70-33-302, 70-33-312, 70-33-321, 70-33-322, 70-33-422, 70-33-424, 70-33-426, AND 70-33-433, MCA; AND
13 PROVIDING AN IMMEDIATE EFFECTIVE DATE AND AN APPLICABILITY DATE."

14
15 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

16
17 NEW SECTION. **Section 1. Additional tenants.** If any additional person intends to reside in the
18 dwelling unit after the rental agreement has been signed by the tenant and delivered to the landlord, the tenant
19 shall disclose the name of each person to the landlord at least 5 days before the person commences tenancy.
20 The person may not commence tenancy unless the landlord has consented in writing. This section does not apply
21 to a guest.

22
23 **Section 2.** Section 45-6-106, MCA, is amended to read:

24 **"45-6-106. Criminal mischief damage to rental property.** (1) A tenant commits the offense of criminal
25 mischief damage to rental property if the tenant purposely or knowingly destroys, defaces, damages, impairs, or
26 removes any part of the premises with a value of at least \$1,000 or permits any person to do so in violation of
27 70-24-321(2)(a) or 70-33-321(3)(a).

28 (2) A person convicted of the offense of criminal mischief damage to rental property shall be fined an
29 amount not to exceed \$1,000 or be imprisoned in the county jail for a term not to exceed 6 months, or both.

30 (3) A person convicted of criminal mischief damage to rental property must be ordered to make restitution

1 in an amount and manner to be set by the court pursuant to 46-18-201(5) and 46-18-241 through 46-18-249.

2 (4) A prosecution under this section is independent of and does not constitute a waiver of any of the
3 rights, duties, obligations, and remedies otherwise provided for under Title 70, chapter 24 or 33.

4 (5) A person convicted of criminal mischief damage to rental property under this section is not subject
5 to the provisions of 45-6-101."

6

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

8 **"70-24-302. Landlord to deliver possession of dwelling unit.** (1) At the commencement of the term,
9 a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and
10 70-24-303. A landlord may immediately bring an action for possession against a person wrongfully in possession.

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

14

15 **Section 4.** Section 70-24-312, MCA, is amended to read:

16 **"70-24-312. Access to premises by landlord.** (1) A tenant may not unreasonably withhold consent to
17 the landlord or the landlord's agent to enter into the dwelling unit in order to inspect the premises, make
18 necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services,
19 or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

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

21 (3) A landlord may not abuse the right of access or use it to harass the tenant. Except in the case of an
22 emergency, pursuant to 70-24-322, or unless it is impracticable to do so, the landlord shall give the tenant at least
23 24 hours' notice of the intent to enter and may enter only at reasonable times.

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

25 (a) pursuant to court order;

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

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

28 (5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord to the premises
29 without the written permission of the landlord. ~~If a tenant removes a lock or replaces or adds a lock not supplied
30 by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will~~

1 ~~have the right of access as provided by this chapter."~~

2

3 **Section 5.** Section 70-24-321, MCA, is amended to read:

4 **"70-24-321. Tenant to maintain dwelling unit.** (1) A tenant shall:

5 (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and
6 housing codes materially affecting health and safety and shall promptly report to the landlord any issues affecting
7 health or safety concerning the premises;

8 (b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as
9 the condition of the premises permits;

10 (c) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe
11 manner;

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

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

16 (f) conduct oneself and require other persons on the premises with the tenant's consent to conduct
17 themselves in a manner, that will not disturb the tenant's neighbors' peaceful enjoyment of the premises; and

18 (g) use the parts of the premises, including the living room, bedroom, kitchen, bathroom, and dining
19 room, in a reasonable manner, considering the purposes for which they were designed and intended. This section
20 does not preclude the right of the tenant to operate a limited business or cottage industry on the premises, subject
21 to state and local laws, if the landlord has consented in writing. The landlord may not unreasonably withhold
22 consent if the limited business or cottage industry is operated within reasonable rules of the landlord.

23 (2) (a) A tenant may not destroy, deface, damage, impair, or remove any part of the premises or permit
24 any person to do so.

25 (b) A tenant shall promptly report to the landlord any damage to the premises.

26 (3) A tenant may not engage or knowingly allow any person to engage in any activity on the premises
27 that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants
28 may be injured, including but not limited to any of the following activities:

29 (a) criminal production or manufacture of dangerous drugs as prohibited by 45-9-110;

30 (b) operation of an unlawful clandestine laboratory as prohibited by 45-9-132;

- 1 (c) gang-related activities as prohibited by Title 45, chapter 8, part 4;
 2 (d) unlawful possession of a firearm, explosive, or hazardous or toxic substance; or
 3 (e) any activity that is otherwise prohibited by law."
 4

5 **Section 6.** Section 70-24-322, MCA, is amended to read:

6 **"70-24-322. Tenant to occupy as dwelling unit only -- extended absence.** (1) Unless ~~otherwise~~
 7 ~~agreed~~ contained in the rental agreement or unless written permission is obtained from the landlord, a tenant shall
 8 occupy the tenant's dwelling unit only as a dwelling unit.

9 (2) The ~~rental agreement may require that the tenant shall~~ notify the landlord of an anticipated ~~extended~~
 10 absence from the premises in excess of ~~7 days~~ 24 hours no later than ~~the first day~~ 2 days prior to the beginning
 11 of the ~~extended~~ absence. The tenant shall notify the landlord of an unanticipated absence from the premises
 12 within 24 hours of the commencement of the tenant's absence. If the tenant has notified the landlord that the
 13 tenant is absent from the premises pursuant to this provision, the landlord may enter the premises without notice
 14 as provided in 70-24-426(2)."
 15

16 **Section 7.** Section 70-24-422, MCA, is amended to read:

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

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

27 (b) If the noncompliance involves an unauthorized pet, the notice period is 3 days.

28 (c) If the noncompliance involves unauthorized persons residing in the rental unit, the notice period is
 29 3 days.

30 (d) If the noncompliance is not listed in subsection (1)(b) or (1)(c), the notice period is 14 days.

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

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

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

10 (4) If the tenant creates a reasonable potential that the premises may be damaged or destroyed or that
 11 neighboring tenants may be injured in violation of 70-24-321(3), the landlord may terminate the rental agreement
 12 upon giving 3 days' written notice specifying the violation and noncompliance under the provisions of
 13 70-24-321(3).

14 (5) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive
 15 relief for any noncompliance by the tenant with the rental agreement or 70-24-321. Except as provided in
 16 subsection (6), if the tenant's noncompliance is purposeful, the landlord may recover treble damages.

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

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

20

21 **Section 8.** Section 70-24-424, MCA, is amended to read:

22 **"70-24-424. Refusal of access -- landlord's remedies.** (1) If the tenant refuses to allow lawful access,
 23 the landlord may either obtain injunctive relief to compel access or terminate the rental agreement. In either case
 24 the landlord may recover actual damages.

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

28

29 **Section 9.** Section 70-24-426, MCA, is amended to read:

30 **"70-24-426. Remedies for absence or abandonment.** (1) If the rental agreement requires the tenant

1 ~~fails~~ to give notice to the landlord of an anticipated ~~extended~~ absence in excess of ~~7 days~~ 24 hours, as provided
 2 for in 70-24-322, ~~and the tenant fails to do so~~, the landlord may recover actual damages from the tenant.

3 (2) During an absence of the tenant in excess of ~~7 days~~ 24 hours, the landlord may enter the dwelling
 4 unit at times reasonably necessary.

5 (3) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair
 6 rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement,
 7 the rental agreement terminates as of the date of the tenancy. If the landlord fails to use reasonable efforts to rent
 8 the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement
 9 is terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from
 10 month to month or week to week, the term of the rental agreement for this purpose is a month or a week, as the
 11 case may be."
 12

13 **NEW SECTION. Section 10. Additional tenants.** If any additional person intends to occupy the lot after
 14 the rental agreement has been signed by the tenant and delivered to the landlord, the tenant shall disclose the
 15 name of each person to the landlord at least 5 days before the person commences tenancy. The person may
 16 not commence tenancy unless the landlord has consented in writing.
 17

18 **Section 11.** Section 70-33-302, MCA, is amended to read:

19 **"70-33-302. Landlord to deliver possession of premises.** (1) At the commencement of the rental term,
 20 a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and
 21 70-33-303. A landlord may immediately bring an action for possession against a person wrongfully in possession.
 22

23 (2) If a landlord accepts rent or a deposit from a person intending to occupy the premises, the landlord
 24 is considered to have given consent for the person to take possession of the property and to have created a
 25 landlord-tenant relationship."
 26

26 **Section 12.** Section 70-33-312, MCA, is amended to read:

27 **"70-33-312. Access to premises by landlord.** (1) A tenant may not unreasonably withhold consent to
 28 the landlord or the landlord's agent to enter the lot in order to inspect the premises, make necessary or agreed
 29 repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the lot to prospective or
 30 actual purchasers, mortgagees, tenants, workers, or contractors.

1 (2) A landlord may enter the lot without consent of the tenant in case of emergency.

2 (3) A landlord may not abuse the right of access or use it to harass the tenant. Except in case of
3 emergency, pursuant to 70-33-322, or unless it is impracticable to do so, the landlord shall give the tenant at least
4 24 hours' notice of the intent to enter and may enter only at reasonable times.

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

6 (a) pursuant to a court order;

7 (b) as permitted by 70-33-425 and 70-33-426(1)(b); or

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

9 (5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord to the premises
10 without the written permission of the landlord. ~~If a tenant removes a lock or replaces or adds a lock not supplied
11 by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will
12 have the right of access as provided by this chapter."~~

13

14 **Section 13.** Section 70-33-321, MCA, is amended to read:

15 **"70-33-321. Tenant to maintain lot.** (1) A tenant shall:

16 (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and
17 housing codes materially affecting health and safety and shall promptly report to the landlord any issues affecting
18 health or safety concerning the premises;

19 (b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as
20 the condition of the premises permits;

21 (c) dispose of all ashes, garbage, rubbish, and other waste from the lot in a clean and safe manner;

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

24 (e) conduct oneself and require other persons on the premises with the tenant's consent to conduct
25 themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the premises; and

26 (f) use the parts of the premises in a reasonable manner considering the purposes for which they were
27 designed and intended.

28 (2) This section does not preclude the right of the tenant to operate a limited business or cottage industry
29 on the premises, subject to state and local laws, if the landlord has consented in writing. The landlord may not
30 unreasonably withhold consent if the limited business or cottage industry is operated within reasonable rules of

1 the landlord.

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

4 (b) A tenant shall promptly report to the landlord any damage to the premises.

5 (4) A tenant may not engage or knowingly allow any person to engage in any activity on the premises
6 that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants
7 may be injured by any of the following:

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

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

10 (c) gang-related activities, as prohibited by Title 45, chapter 8, part 4."
11

12 **Section 14.** Section 70-33-322, MCA, is amended to read:

13 **"70-33-322. Notice of extended absence.** ~~The rental agreement may require that the tenant~~ shall notify
14 the landlord of an anticipated ~~extended~~ absence from the premises in excess of ~~7 days~~ 24 hours not later than
15 the ~~first day~~ 2 days prior to the beginning of the ~~extended~~ absence. The tenant shall notify the landlord of an
16 unanticipated absence from the premises within 24 hours of the commencement of the tenant's absence. If the
17 tenant has notified the landlord that the tenant is absent from the premises pursuant to this provision, the landlord
18 may enter the premises without notice as provided in 70-33-426(1)(b)."
19

20 **Section 15.** Section 70-33-422, MCA, is amended to read:

21 **"70-33-422. Noncompliance of tenant generally -- landlord's right of termination -- damages --**
22 **injunction.** (1) If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation
23 of 70-33-321(3)(a), the landlord may terminate the rental agreement upon giving 3 days' written notice specifying
24 the noncompliance under the provisions of 70-33-321(3)(a).

25 (2) If the tenant creates a reasonable potential that the premises may be damaged or destroyed or that
26 neighboring tenants may be injured, as evidenced by the tenant being arrested or charged with an act that
27 violates the provisions of 70-33-321(4), the landlord may terminate the rental agreement upon giving 3 days'
28 written notice specifying the violation and noncompliance under the provisions of 70-33-321(4).

29 (3) Except as otherwise provided in this chapter, the landlord may recover actual damages and obtain
30 injunctive relief for any noncompliance by the tenant with the rental agreement or 70-33-321. Except as provided

1 in subsection (4) of this section, if the tenant's noncompliance is purposeful, the landlord may recover treble
2 damages.

3 (4) Treble damages may not be recovered for the tenant's early termination of the tenancy."
4

5 **Section 16.** Section 70-33-424, MCA, is amended to read:

6 **"70-33-424. Refusal of access -- landlord's remedies.** (1) If the tenant refuses to allow lawful access,
7 the landlord may either obtain injunctive relief to compel access or terminate the rental agreement. In either case,
8 the landlord may recover actual damages.

9 (2) If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises ~~and~~
10 ~~fails to provide a key as required by~~ pursuant to 70-33-312(5), the landlord may either obtain injunctive relief or
11 terminate the rental agreement."
12

13 **Section 17.** Section 70-33-426, MCA, is amended to read:

14 **"70-33-426. Remedies for absence or abandonment.** (1) (a) If ~~the rental agreement requires~~ the
15 tenant fails to give notice to the landlord of an anticipated ~~extended~~ absence in excess of ~~7 days~~ 24 hours, as
16 provided for in 70-33-322, ~~and the tenant fails to do so~~, the landlord may recover actual damages from the tenant.

17 (b) During an absence of the tenant in excess of ~~7 days~~ 24 hours, the landlord may enter the lot when
18 reasonably necessary.

19 (2) (a) If the tenant abandons the lot, the landlord shall make reasonable efforts to rent the lot at a fair
20 rental. If the landlord rents the lot for a term beginning before the expiration of the rental agreement, the rental
21 agreement terminates as of the date of the new tenancy.

22 (b) If the landlord fails to use reasonable efforts to rent the lot at a fair rental or if the landlord accepts
23 the abandonment as a surrender, the rental agreement is terminated by the landlord as of the date the landlord
24 has notice of the abandonment.

25 (c) If the tenancy is from month to month or week to week, the term of the rental agreement for the
26 purposes of this subsection (2) is a month or a week, as appropriate."
27

28 **Section 18.** Section 70-33-433, MCA, is amended to read:

29 **"70-33-433. Grounds for termination of rental agreement.** (1) If there is a noncompliance by the
30 tenant with the rental agreement or with a provision of 70-33-321, the landlord may deliver a written notice to the

- 1 tenant pursuant to 70-33-106 specifying the acts or omissions constituting the noncompliance and stating that
2 the rental agreement will terminate upon the date specified in the notice that may not be less than the minimum
3 number of days after receipt of the notice provided for in this section. The rental agreement terminates as
4 provided in the notice for one or more of the following reasons and subject to the following conditions:
- 5 (a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental
6 agreement, for which the notice period is 7 days;
- 7 (b) a violation of a rule other than provided for in subsection (1)(a) that does not create an immediate
8 threat to the health and safety of any other tenant or the landlord or manager, for which the notice period is 14
9 days;
- 10 (c) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or
11 the landlord or manager, for which the notice period is 24 hours;
- 12 (d) late payment of rent, late charges, or common area maintenance fees, as established in the rental
13 agreement, three or more times within a 12-month period if written notice is given by the landlord after each failure
14 to pay, as required by subsection (1)(a), for which the notice period for termination for the final late payment is
15 30 days;
- 16 (e) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or
17 the landlord or manager whether or not notice was given pursuant to subsection (1)(c) and the violation was
18 remedied as provided in subsection (3), for which the notice period is 14 days;
- 19 (f) two or more violations within a 12-month period of the same rule for which notice has been given for
20 each prior violation, as provided in subsection (1)(a), (1)(b), or (1)(c), for which the notice period for the final
21 violation is 30 days;
- 22 (g) two or more violations of 70-33-321(1) within a 12-month period, for which the notice period for the
23 final violation is 14 days;
- 24 (h) any violation of 70-33-321(3)(a), for which the notice period is as provided in 70-33-422(1);
- 25 (i) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment and use
26 of the premises, for which the notice period is 30 days;
- 27 (j) any other noncompliance or violation not covered by subsections (1)(a) through (1)(i) that endangers
28 other tenants or mobile home park personnel or the landlord or manager or causes substantial damage to the
29 premises, for which the notice period is 14 days;
- 30 (k) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a federal

1 or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare of other tenants
2 or the landlord or manager or the landlord's documentation of a violation of the provisions of Title 45, chapter 9,
3 for which the notice period is 14 days;

4 (l) changes in the use of the land if the requirements of subsection (2) are met, for which the notice
5 period is 180 days;

6 (m) any legitimate business reason not covered elsewhere in this subsection (1) if the landlord meets
7 the following requirements:

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

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

11 (2) If a landlord plans to change the use of all or part of the premises from mobile home lot rentals to
12 some other use, each affected mobile home owner must receive notice from the landlord as follows:

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

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

21 (c) Prior to entering a rental agreement during the 6-month notice period referred to in subsection (2)(b),
22 the landlord shall give each prospective mobile home owner and any tenant of the mobile home owner whose
23 identity and address have been provided to the landlord written notice that the landlord is requesting a change
24 in use before a unit of local government or that a change in use has been approved.

25 (3) Subject to the right to terminate in subsections (1)(d) through (1)(k), if the noncompliance described
26 in subsections (1)(a) through (1)(c) is remediable by repairs, the payment of damages, or otherwise and the
27 tenant adequately remedies the noncompliance before the date specified in the notice, the rental agreement does
28 not terminate as a result of that noncompliance.

29 (4) For purposes of calculating the total number of notices given within a 12-month period under
30 subsection (1)(d), only one notice for each violation per month may be included in the calculation."

