



AN ACT REVISING REQUIREMENTS FOR LANDLORDS TO MAINTAIN PREMISES; REVISING LANDLORDS' ACCESS TO PREMISES; AMENDING SECTIONS 70-24-303, 70-24-312, 70-24-424, 70-24-426, 70-33-303, 70-33-312, AND 70-33-426, MCA; REPEALING SECTIONS 70-24-322 AND 70-33-322, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

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

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

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

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

~~(b) may not knowingly allow any tenant or other person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured;~~

~~(c)(b)~~ shall make repairs and ~~do whatever is necessary to put and~~ keep the premises in a fit and habitable condition except when it is the tenant's responsibility to maintain the dwelling unit pursuant to 70-24-321;

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

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

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

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

~~(h)~~(g) shall install in each dwelling unit under the landlord's control an approved carbon monoxide detector, in accordance with rules adopted by the department of labor and industry, and an approved smoke detector, in accordance with rules adopted by the department of justice. Upon commencement of a rental agreement, the landlord shall verify that the carbon monoxide detector and the smoke detector in the dwelling unit are in good working order. The tenant shall maintain the carbon monoxide detector and the smoke detector in good working order during the tenant's rental period. For the purposes of this subsection, an approved carbon monoxide detector, as defined in 70-20-113, and an approved smoke detector, as defined in 70-20-113, bear a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly.

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

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

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

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

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

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

(5) The landlord is not liable for damages caused as a result of the failure of the carbon monoxide detector or the smoke detector required under subsection ~~(1)(h)~~ (1)(g)."

Section 2. Section 70-24-312, MCA, is amended to read:

"70-24-312. Access to premises by landlord. (1) A tenant may not ~~unreasonably~~ unreasonably

withhold consent to the landlord or the landlord's agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

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

(b) If there is not an emergency, the landlord shall give the tenant 24 hours' notice of the intent to enter the premises at reasonable times.

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

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

(a) pursuant to court order;

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

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

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

(b) At the request of a tenant, the landlord shall provide, at the tenant's expense, new locks to the exterior doors of the premises. When the tenancy is vacated the tenant shall retain the locks unless it is a master keyed system; then the landlord shall provide a new keyed locking mechanism at no expense to the tenant.

(c) If the tenant adds a new lock to any interior door of the premises, the tenant shall provide a key to the landlord at the tenant's expense and is responsible for any damage caused by the installation of the new lock to the premises. The cost of the damage may be deducted from the tenant's security deposit, and the tenant shall return the original doorknob to the landlord if the doorknob was removed."

Section 3. Section 70-24-424, MCA, is amended to read:

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

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

Section 4. Section 70-24-426, MCA, is amended to read:

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

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

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

Section 5. Section 70-33-303, MCA, is amended to read:

"70-33-303. Landlord to maintain premises -- agreement that tenant perform duties. (1) A landlord shall:

(a) comply with the requirements of applicable building and housing codes materially affecting health and safety;

(b) make repairs and ~~do whatever is necessary to put and~~ keep the premises in a fit and habitable condition except when it is the tenant's responsibility to maintain the premises pursuant to 70-33-321;

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

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

(e) unless otherwise provided in a rental agreement, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the lot

and arrange for their removal; and

(f) supply running water at all times unless the lot is not required by law to be equipped for that purpose or the running water is generated by an installation within the exclusive control of the tenant.

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

(3) A landlord and tenant may agree in writing that the tenant is to perform the landlord's duties specified in subsections (1)(e) and (1)(f) but only if the agreement is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(4) A landlord and tenant may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

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

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

(c) the agreement does not diminish the obligation of the landlord to other tenants."

Section 6. Section 70-33-312, MCA, is amended to read:

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

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

(b) If there is not an emergency, the landlord shall give the tenant 24 hours' notice of the intent to enter the premises at reasonable times.

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

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

(a) pursuant to a court order;

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

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

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

Section 7. Section 70-33-426, MCA, is amended to read:

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

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

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

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

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

Section 8. Repealer. The following sections of the Montana Code Annotated are repealed:

- 70-24-322. Tenant to occupy as dwelling unit only -- extended absence.
- 70-33-322. Notice of extended absence.

Section 9. Effective date. [This act] is effective on passage and approval.

- END -

I hereby certify that the within bill,
SB 0176, originated in the Senate.

President of the Senate

Signed this _____ day
of _____, 2017.

Secretary of the Senate

Speaker of the House

Signed this _____ day
of _____, 2017.

SENATE BILL NO. 176
INTRODUCED BY R. WEBB

AN ACT REVISING REQUIREMENTS FOR LANDLORDS TO MAINTAIN PREMISES; REVISING LANDLORDS' ACCESS TO PREMISES; AMENDING SECTIONS 70-24-303, 70-24-312, 70-24-424, 70-24-426, 70-33-303, 70-33-312, AND 70-33-426, MCA; REPEALING SECTIONS 70-24-322 AND 70-33-322, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.