

HOUSE BILL NO. 488

INTRODUCED BY S. GALLOWAY, E. BUTTREY, J. READ, S. GUNDERSON, D. LOGE, J. TREBAS, M. HOPKINS, B. LER, B. PHALEN, S. GIST, J. SCHILLINGER, K. SEEKINS-CROWE, M. BINKLEY, M. YAKAWICH, G. OBLANDER, L. DEMING, T. FALK, J. BERGSTROM, G. KMETZ

A BILL FOR AN ACT ENTITLED: "AN ACT REVISING THE RESIDENTIAL TENANTS' SECURITY DEPOSITS ACT; REVISING APPLICATION OF THE ACT; REVISING REQUIREMENTS FOR PROVIDING A CLEANING NOTICE; REVISING REQUIREMENTS FOR PROVIDING A LIST OF DAMAGES; AMENDING SECTIONS 70-25-102, 70-25-201, AND 70-25-202, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE."

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

Section 1. Section 70-25-102, MCA, is amended to read:

"70-25-102. Application of chapter. This chapter applies to all rentals of dwellings subject to Title 70, chapter 24, or Title 70, chapter 33, ~~including mobile homes but excluding property of public housing authorities.~~"

Section 2. Section 70-25-201, MCA, is amended to read:

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

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

(3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges may not

1 be deducted until written notice has been given to the tenant. The notice must include the cleaning not
 2 accomplished by the tenant and the additional and type or types of cleaning that need to be done by the tenant
 3 to bring the premises back to its condition at the time of its renting. After the delivery of the notice, the tenant
 4 has 24 hours to complete the required cleaning, unless the rental agreement is already terminated pursuant to
 5 70-24-427 or 70-33-427 and the landlord has a pending claim for actual damages filed in court. If notice is
 6 mailed by certified mail, service of the notice is considered to have been made 3 days after the date of the
 7 mailing. A tenant who fails to notify the landlord of the intent to vacate or who vacates the premises without
 8 notice relieves the landlord of the requirement of giving notice and allows the landlord to deduct the cleaning
 9 charges from the deposit, or the landlord may leave a copy of the notice in a conspicuous location in the rental
 10 unit and notify the tenant by e-mail, phone, or text, and notice is considered delivered.

11 (4) A person may not deduct or withhold from the security deposit any amount for purposes other
 12 than those set forth in this section."
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14 **Section 3.** Section 70-25-202, MCA, is amended to read:

15 **"70-25-202. List of damages and refund -- delivery to departing tenant.** (1) ~~Every~~ Except as
 16 provided in subsection (2):

17 (a) Each landlord, within 30 days subsequent to the termination of a tenancy or within 30 days
 18 subsequent to a surrender and acceptance of the leasehold premises, whichever occurs first, shall provide the
 19 departing tenant with a written list of any rent due and any damage and cleaning charges, brought after the
 20 provisions of 70-25-201 have been followed, with regard to the leasehold premises that the landlord alleges are
 21 the responsibility of the tenant. Delivery of the list must be accompanied by payment of the difference, if any,
 22 between the security deposit and the permitted charges set forth in 70-25-201. Delivery must be accomplished
 23 by mailing the list and refund to the new address provided by the tenant or, if a new address is not provided, to
 24 the tenant's last-known address.

25 ~~(2)(b)~~ If after inspection there are no damages to the premises, no cleaning required, and no rent
 26 unpaid and if the tenant can demonstrate that no utilities are unpaid by the tenant, the landlord shall return the
 27 security deposit within 10 days by mailing it to the new address provided by the tenant or, if a new address is
 28 not provided, to the tenant's last-known address.

1 ~~(3)(c)~~ It is not a wrongful withholding of security deposit funds if the landlord mails the funds to the
2 last-known address of a tenant who has departed and the tenant does not receive the funds because the tenant
3 has not given the landlord the tenant's new address, but the landlord remains liable to the tenant for the amount
4 due the tenant.

5 (2) This section does not apply if a rental agreement is terminated pursuant to 70-24-427 or 70-33-
6 427 and the landlord has a pending claim for actual damages filed in court."

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8 NEW SECTION. Section 4. Saving clause. [This act] does not affect rights and duties that matured,
9 penalties that were incurred, or proceedings that were begun before [the effective date of this act].

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11 NEW SECTION. Section 5. Effective date. [This act] is effective on passage and approval.

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