

HOUSE BILL NO. 348

INTRODUCED BY P. WEBB

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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~~ MODIFYING WHEN THE  
8 LANDLORD MAY ENTER THE PREMISES WITHOUT NOTICE DURING THE ABSENCE OF A TENANT;  
9 ~~ELIMINATING A REQUIREMENT FOR A TENANT TO SUPPLY A LANDLORD WITH A KEY FOR A LOCK NOT~~  
10 ~~SUPPLIED BY THE LANDLORD;~~ MODIFYING PROVISIONS CONCERNING LOCKS ON TENANT PREMISES;  
11 REQUIRING A TENANT TO REPORT HEALTH OR SAFETY ISSUES AND DAMAGES TO A LANDLORD;  
12 AMENDING SECTIONS 45-6-106, 70-24-302, 70-24-312, 70-24-321, 70-24-322, 70-24-422, 70-24-424,  
13 70-24-426, 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,  
14 MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND AN APPLICABILITY DATE."

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

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

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

25 **"45-6-106. Criminal mischief damage to rental property.** (1) A tenant commits the offense of criminal  
26 mischief damage to rental property if the tenant purposely or knowingly destroys, defaces, damages, impairs, or  
27 removes any part of the premises with a value of at least \$1,000 or permits any person to do so in violation of  
28 70-24-321(2)(a) or 70-33-321(3)(a).

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

1 (3) A person convicted of criminal mischief damage to rental property must be ordered to make restitution  
2 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.

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

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

7

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

9 **"70-24-302. Landlord to deliver possession of dwelling unit.** (1) At the commencement of the term,  
10 a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and  
11 70-24-303. A landlord may immediately bring an action for possession against a person wrongfully in possession.

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

15

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

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

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

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

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

26 (a) pursuant to court order;

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

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

29 (5) ~~(A) A~~ EXCEPT AS PROVIDED IN SUBSECTION (5)(C), A tenant may not remove a lock or replace or add  
30 a lock not supplied by the landlord to the premises ~~without the written permission of the landlord. If a tenant~~

1 ~~removes a lock or replaces or adds a lock not supplied by the landlord to the premises, the tenant shall provide~~  
2 ~~the landlord with a key to ensure that the landlord will have the right of access as provided by this chapter.~~

3 (B) AT THE REQUEST OF A CURRENT OR NEW TENANT, THE LANDLORD SHALL PROVIDE NEW LOCKS TO THE  
4 EXTERIOR DOORS OF THE PREMISES AT THE TENANT'S EXPENSE AND SHALL RETAIN A COPY OF THE KEY. WHEN THE  
5 TENANCY IS VACATED, THE LOCKS AND THE KEY MUST BE RETURNED TO THE TENANT UNLESS THE LOCKING SYSTEM IS A  
6 MASTER KEY SYSTEM, IN WHICH CASE THE LANDLORD SHALL REKEY THE LOCK AT NO EXPENSE TO THE TENANT.

7 (C) IF THE TENANT ADDS A NEW LOCK TO ANY INTERIOR DOOR OF THE PREMISES, THE TENANT SHALL AT THE  
8 TENANT'S EXPENSE PROVIDE A KEY TO THE LANDLORD. THE TENANT IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE  
9 INSTALLATION OF THE LOCK TO THE PREMISES. THE TENANT SHALL RETURN TO THE LANDLORD ANY PORTION OF THE DOOR  
10 REMOVED IN THE PROCESS OF ADDING A NEW LOCK.

11 (D) FOR THE PURPOSES OF THIS SUBSECTION (5), A "MASTER KEY SYSTEM" IS A KEY SYSTEM WITH A SINGLE KEY  
12 THAT OPENS ALL OF THE LOCKS IN THE SET, THE INDIVIDUAL KEYS FOR WHICH ARE NOT INTERCHANGEABLE."

13

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

15 **"70-24-321. Tenant to maintain dwelling unit.** (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 from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe  
22 manner;

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

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

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

29 (g) use the parts of the premises, including the living room, bedroom, kitchen, bathroom, and dining  
30 room, in a reasonable manner, considering the purposes for which they were designed and intended. This section

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

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

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

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

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

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

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

13 (d) unlawful possession of a firearm, explosive, or hazardous or toxic substance; or

14 (e) any activity that is otherwise prohibited by law."

15

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

17 **"70-24-322. Tenant to occupy as dwelling unit only -- extended absence.** (1) Unless otherwise  
 18 ~~agreed~~ contained in the rental agreement or unless written permission is obtained from the landlord, a tenant shall  
 19 occupy the tenant's dwelling unit only as a dwelling unit.

20 (2) ~~The rental agreement may require that the tenant shall~~ notify the landlord of an anticipated ~~extended~~  
 21 absence from the premises in excess of ~~7 days~~ 24 hours ~~5 DAYS~~ no later than ~~the first day~~ 2 days ~~24 HOURS~~ prior  
 22 to the beginning of the extended absence. The tenant shall notify the landlord of an unanticipated absence from  
 23 the premises within 24 hours of the commencement of the tenant's absence. If the tenant has notified the landlord  
 24 that the tenant is absent from the premises pursuant to this provision, the landlord may enter the premises  
 25 without notice as provided in 70-24-426(2)."

26

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

28 **"70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages --**  
 29 **injunction.** (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental  
 30 agreement or a noncompliance with 70-24-321, the landlord may deliver a written notice to the tenant pursuant

1 to 70-24-108 specifying the acts and omissions constituting the noncompliance and that the rental agreement  
2 will terminate upon a date specified in the notice not less than the minimum number of days after receipt of the  
3 notice provided for in this section. The rental agreement terminates as provided in the notice, subject to the  
4 following:

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

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

9 (c) If the noncompliance involves unauthorized persons residing in the rental unit, the notice period is  
10 3 days.

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

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

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

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

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

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

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

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

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

3           **"70-24-424. Refusal of access -- landlord's remedies.** (1) If the tenant refuses to allow lawful access,  
4 the landlord may either obtain injunctive relief to compel access or terminate the rental agreement. In either case  
5 the landlord may recover actual damages.

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

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

11           **"70-24-426. Remedies for absence or abandonment.** (1) ~~If the rental agreement requires~~ the tenant  
12 ~~fails~~ to give notice to the landlord of an anticipated ~~extended~~ absence in excess of ~~7 days 24 hours~~ 5 DAYS, as  
13 provided for in 70-24-322, ~~and the tenant fails to do so~~, the landlord may recover actual damages from the tenant.

14           (2) During an absence of the tenant in excess of ~~7 days 24 hours~~ 5 DAYS, the landlord may enter the  
15 dwelling unit at times reasonably necessary.

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

23

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

28

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

30           **"70-33-302. Landlord to deliver possession of premises.** (1) At the commencement of the rental term,

1 a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and  
 2 70-33-303. A landlord may immediately bring an action for possession against a person wrongfully in possession.

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

6

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

8 **"70-33-312. Access to premises by landlord.** (1) A tenant may not unreasonably withhold consent to  
 9 the landlord or the landlord's agent to enter the lot in order to inspect the premises, make necessary or agreed  
 10 repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the lot to prospective or  
 11 actual purchasers, mortgagees, tenants, workers, or contractors.

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

13 (3) A landlord may not abuse the right of access or use it to harass the tenant. Except in case of  
 14 emergency, ~~pursuant to 70-33-322,~~ or unless it is impracticable to do so, the landlord shall give the tenant at least  
 15 24 hours' notice of the intent to enter and may enter only at reasonable times.

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

17 (a) pursuant to a court order;

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

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

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

24

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

26 **"70-33-321. Tenant to maintain lot.** (1) A tenant shall:

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

30 (b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as

1 the condition of the premises permits;

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

3 (d) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning,

4 and other facilities and appliances, including elevators, in the premises;

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

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

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

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

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

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

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

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

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

22

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

24 "**70-33-322. Notice of extended absence.** ~~The rental agreement may require that the tenant shall notify~~  
25 ~~the landlord of an anticipated extended absence from the premises in excess of 7 days 24 hours 5 DAYS~~ not later  
26 ~~than the first day 2 days 24 HOURS~~ prior to the beginning of the extended absence. The tenant shall notify the  
27 landlord of an unanticipated absence from the premises within 24 hours of the commencement of the tenant's  
28 absence. If the tenant has notified the landlord that the tenant is absent from the premises pursuant to this  
29 provision, the landlord may enter the premises without notice as provided in 70-33-426(1)(b):"

30



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

2           **"70-33-422. Noncompliance of tenant generally -- landlord's right of termination -- damages --**  
 3 **injunction.** (1) If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation  
 4 of 70-33-321(3)(a), the landlord may terminate the rental agreement upon giving 3 days' written notice specifying  
 5 the noncompliance under the provisions of 70-33-321(3)(a).

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

10           (3) Except as otherwise provided in this chapter, the landlord may recover actual damages and obtain  
 11 injunctive relief for any noncompliance by the tenant with the rental agreement or 70-33-321. Except as provided  
 12 in subsection (4) of this section, if the tenant's noncompliance is purposeful, the landlord may recover treble  
 13 damages.

14           (4) Treble damages may not be recovered for the tenant's early termination of the tenancy."  
 15

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

17           **"70-33-424. Refusal of access -- landlord's remedies.** (1) If the tenant refuses to allow lawful access,  
 18 the landlord may either obtain injunctive relief to compel access or terminate the rental agreement. In either case,  
 19 the landlord may recover actual damages.

20           (2) If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises ~~and~~  
 21 ~~fails to provide a key as required by~~ pursuant to 70-33-312(5), the landlord may either obtain injunctive relief or  
 22 terminate the rental agreement."  
 23

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

25           **"70-33-426. Remedies for absence or abandonment.** (1) (a) If ~~the rental agreement requires~~ the  
 26 tenant ~~fails to~~ give notice to the landlord of an anticipated ~~extended~~ absence in excess of ~~7 days~~ 24 hours 5 DAYS,  
 27 as provided for in 70-33-322, ~~and the tenant fails to do so~~, the landlord may recover actual damages from the  
 28 tenant.

29           (b) During an absence of the tenant in excess of ~~7 days~~ 24 hours 5 DAYS, the landlord may enter the lot  
 30 when reasonably necessary.

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

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

7           (c) If the tenancy is from month to month or week to week, the term of the rental agreement for the  
8 purposes of this subsection (2) is a month or a week, as appropriate."  
9

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

11           **"70-33-433. Grounds for termination of rental agreement.** (1) If there is a noncompliance by the  
12 tenant with the rental agreement or with a provision of 70-33-321, the landlord may deliver a written notice to the  
13 tenant pursuant to 70-33-106 specifying the acts or omissions constituting the noncompliance and stating that  
14 the rental agreement will terminate upon the date specified in the notice that may not be less than the minimum  
15 number of days after receipt of the notice provided for in this section. The rental agreement terminates as  
16 provided in the notice for one or more of the following reasons and subject to the following conditions:

17           (a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental  
18 agreement, for which the notice period is 7 days;

19           (b) a violation of a rule other than provided for in subsection (1)(a) that does not create an immediate  
20 threat to the health and safety of any other tenant or the landlord or manager, for which the notice period is 14  
21 days;

22           (c) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or  
23 the landlord or manager, for which the notice period is 24 hours;

24           (d) late payment of rent, late charges, or common area maintenance fees, as established in the rental  
25 agreement, three or more times within a 12-month period if written notice is given by the landlord after each failure  
26 to pay, as required by subsection (1)(a), for which the notice period for termination for the final late payment is  
27 30 days;

28           (e) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or  
29 the landlord or manager whether or not notice was given pursuant to subsection (1)(c) and the violation was  
30 remedied as provided in subsection (3), for which the notice period is 14 days;

1 (f) two or more violations within a 12-month period of the same rule for which notice has been given for  
2 each prior violation, as provided in subsection (1)(a), (1)(b), or (1)(c), for which the notice period for the final  
3 violation is 30 days;

4 (g) two or more violations of 70-33-321(1) within a 12-month period, for which the notice period for the  
5 final violation is 14 days;

6 (h) any violation of 70-33-321(3)(a), for which the notice period is as provided in 70-33-422(1);

7 (i) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment and use  
8 of the premises, for which the notice period is 30 days;

9 (j) any other noncompliance or violation not covered by subsections (1)(a) through (1)(i) that endangers  
10 other tenants or mobile home park personnel or the landlord or manager or causes substantial damage to the  
11 premises, for which the notice period is 14 days;

12 (k) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a federal  
13 or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare of other tenants  
14 or the landlord or manager or the landlord's documentation of a violation of the provisions of Title 45, chapter 9,  
15 for which the notice period is 14 days;

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

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

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

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

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

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

28 (b) After all required permits requesting a change of use have been approved by the unit of local  
29 government, the landlord shall give the mobile home owner and a tenant of the mobile home owner 6 months'  
30 written notice of termination of tenancy. If the change of use does not require local government permits, the

1 landlord shall give the written notice at least 6 months prior to the change of use. In the notice the landlord shall  
2 disclose and describe in detail the nature of the change of use.

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

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

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

13

14 **NEW SECTION. Section 19. Codification instruction.** (1) [Section 1] is intended to be codified as an  
15 integral part of Title 70, chapter 24, part 3, and the provisions of Title 70, chapter 24, part 3, apply to [section 1].

16 (2) [Section 10] is intended to be codified as an integral part of Title 70, chapter 33, part 3, and the  
17 provisions of Title 70, chapter 33, part 3, apply to [section 10].

18

19 **NEW SECTION. Section 20. Effective date.** [This act] is effective on passage and approval.

20

21 **NEW SECTION. Section 21. Applicability.** [This act] applies to rental agreements entered into,  
22 extended, or renewed on or after [the effective date of this act].

23

- END -