Landlord and Tenant - By Jurisdiction

Executive Summary

LANDLORD AND TENANT

ANNUAL REPORT EXECUTIVE SUMMARY

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Overview

The law governing the relationship between residential landlords and tenants is fairly consistent across the fifty-four surveyed jurisdictions. For instance, nearly all states have a requirement that leased residential premises must be in a habitable condition. It is in the details of what constitutes a safe and healthy dwelling that the law differs from state to state. The same is true with tenant screening. While the vast majority of states have fair housing laws that prevent consideration of a prospective tenant's status in a protected class, the nature and number of those classes varies across the jurisdictions.

Condition of Rental Property

The vast majority of states expressly require that a landlord maintain the rental premises in a condition that complies with applicable building, housing and health codes and keep major operating systems, such as plumbing, ventilation, and electrical, in good and safe working order. Essential services, like running water, hot water and heat must also be provided, regardless of who pays for it, with a few states specifying particular standards, such as the required maximum hot water temperature or the months of the year that heat must be supplied. Interruption of essential services by the landlord is treated harshly; most states allow a tenant to terminate the lease or a reduction of rent during such periods.

The states are remarkably consistent in protecting tenant privacy by generally prohibiting landlord access to the rental unit without the tenant's consent and reasonable advance notice. In all states

that have access laws, entry is allowed without the tenant's consent in cases of emergency or where the tenant has abandoned the premises.

Property Management Licensing

Overall, few states separately license property managers. However, roughly half the states define property management as an activity that requires a real estate broker license. Common exemptions from any such licensing requirement include resident managers of apartment buildings or managers employed by a licensed broker.

Reasonable Accommodation

Only one jurisdiction, Mississippi, has no provisions requiring some form of accommodation by landlords for tenants with disabilities. The most common requirement by far is one that requires that handicapped tenants be allowed to make reasonable modifications to the dwelling, at their own expense, which will allow them full enjoyment of the premises, provided the landlord may condition permission for such modifications on the tenant restoring the dwelling to its original condition when the tenancy terminates. A number of states have special protections for handicapped renters with guide, hearing or assistance dogs.

Remedies for Failure to Pay

The majority of states allow a landlord to recover possession of the demised premises and unpaid rent in a single action, usually called an unlawful detainer proceeding. A few states still allow the landlord to seize the tenant's personal property located on the premises to satisfy unpaid rent obligations.

When tenants leave personal property on the premises after the tenant has vacated, a large majority of states have detailed procedures on how the landlord must treat such property. The laws vary as to how long the property must be stored by the landlord, how it may ultimately be disposed of and how any proceeds from the sale of such property are to be distributed.

Similarly, nearly all states closely regulate security deposits, by setting standards for the maximum amount that a landlord may demand as a deposit, whether security funds must be deposited in financial institutions and whether interest is payable to the tenant. The types of deductions that a landlord may take from a security deposit and the procedure for doing so and returning any balance to the tenant are also closely regulated.

Tenant Screening

Few states regulate tenant screening procedures in any detail. However, all states, with the exception of Mississippi, do prohibit screening based on a prospective tenant's status in a group protected under the states' fair housing laws. States universally include race, color, religion or creed, and national origin in such laws. Age, sex, marital status, familial status and disability or handicap are also common discriminatory categories. Less common forbidden bases for denying rental property to a person include gender identity and sexual orientation, military status, and public assistance status. Exceptions to use of some or all of these screening factors exist for religious institutions and organizations, some single-family or owner-occupied rental housing and for housing for older persons.

Alabama

Alabama, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with the requirements of applicable building and housing codes materially affecting health and safety;
- make all repairs and do whatever is necessary to keep the premises in a habitable condition;
- keep all common areas of the premises clean and safe; and

- maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.

If the dwelling unit or premises are damaged or destroyed by fire or casualty not caused by the tenant to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

- immediately vacate the premises and notify the landlord in writing within 14 days of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

- if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

If the rental agreement is terminated, the landlord must return all security recoverable under Ala. Code § 35-9A-201 and all unearned prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty.

Sections 35-9A-204 and -406 enacted 2006.

Ala. Code §§ 35-9A-204, -406 (2018)

Provision of Essential Services

A landlord must:

- provide and maintain appropriate receptacles and conveniences for the removal of garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and

- supply running water and reasonable amounts of hot water at all times and reasonable heat, except where:

    - the building that includes the dwelling unit is not required by law to be equipped for that purpose; or

    - the dwelling unit is constructed such that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

Note: The landlord and tenant of a single-family residence may agree in writing that the tenant will satisfy the above-specified obligations.

If, after receiving notice from the tenant, the landlord willfully or negligently fails to promptly make available heat, running water, hot water, electric, gas, or other essential service, the tenant may:

- send a written notice specifying a date of termination not less than 14 days after receipt of such notice upon which the premises will be vacated and the rental agreement will be rightfully terminated without further obligation or penalty; or

  Note: If the rental agreement is terminated pursuant to this section, the landlord shall return all security recoverable by the tenant under Ala. Code § 35-9A-201 and all unearned prepaid rent.

- recover damages based on the diminution in the fair rental value of the dwelling unit.

Exception: These tenant rights do not arise if the condition was caused by the willful or negligent act or omission of the tenant, a member of the tenant's family, or a licensee or other person on the premises with the tenant's consent.

If a landlord willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may:

- recover possession or terminate the rental agreement; and

- in either case, recover an amount equal to not more than three months' periodic rent or the actual damages sustained by the tenant, whichever is greater, and reasonable attorney's fees.

Note: If the rental agreement is terminated pursuant to this section, the landlord must return all security recoverable under § 35-9A-201 and all unearned prepaid rent.

Sections 35-9A-204, -404, and -407 enacted 2006.

Ala. Code §§ 35-9A-204, -404, -407 (2018)

Repairs

If there is a material noncompliance by the landlord with the rental agreement or with Ala. Code § 35-9A-204 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying:

- the acts and omissions constituting the breach; and

- that the rental agreement will terminate no less than 14 days after receipt of the notice if the breach is not remedied within that period.

In addition, the tenant may recover actual damages and reasonable attorney fees and obtain injunctive relief for noncompliance by the landlord with the rental agreement or § 35-9A-204.

Exception: The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, a licensee, or another person on the premises with the tenant's consent.

If the breach is remediable by repairs or the payment of damages or otherwise and the landlord adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate by reason of the breach.

If the rental agreement is terminated, the landlord must return all security recoverable by the tenant under § 35-9A-201 and all unearned prepaid rent.

The landlord and tenant of a single-family residence may agree in writing that the tenant will perform specified repairs, maintenance tasks, alterations, and remodeling.

The landlord and tenant of any dwelling unit other than a single-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

- the agreement of the parties is set forth in a separate writing signed by the parties and supported by adequate consideration;

- the work is not necessary to comply with the requirements of applicable building and housing codes materially affecting health and safety; and

- the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

Note: The landlord may not treat performance of the separate agreement described above as a condition to any obligation or performance of any rental agreement.

Section 35-9A-204 enacted 2006; § 35-9A-401 enacted 2006, last amended 2011.

Ala. Code §§ 35-9A-204, -401 (2018)

Landlord's Right of Entry

A tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to:

- inspect the premises;
- make necessary or agreed-upon repairs, decorations, alterations, or improvements;
- supply necessary or agreed-upon services; or
- exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

A landlord may enter the dwelling unit without the consent of the tenant only in the following circumstances:

- in case of emergency;
- pursuant to court order;
- at reasonable times and with prior notice, to show the premises to a prospective tenant or purchaser, if a landlord provides the tenant separate from the rental agreement a general notice signed by the tenant for the right to access for such a purpose within four months of the expiration of the rental agreement, and only in the company of a prospective tenant or purchaser; or

- when the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises.

Except as provided in this section, or unless it is impracticable to do so, the landlord may:

- show the premises at any reasonable time by giving the tenant at least two days' notice of the landlord's intent to enter; and

  Exception: A tenant may consent to provide a landlord with access to the premises with less than two days' notice.

- enter only at reasonable times.

Note: Posting of a note on the primary door of entry to the residence of the tenant stating the intended time and purpose of the entry is a permitted method of notice for the purpose of the landlord's right of access to the premises.

Exception: If a landlord provides, separate from the lease in a general notice or an advance schedule in excess of two days for repairs, maintenance, pest control, or service relating to health or safety, whether such notice is for a specific time or within a designated time period, then no additional days' notice is required to access the premises.

If a tenant requests repairs or maintenance or improvements to a dwelling unit, the tenant is deemed to have granted consent to the landlord to enter into the dwelling unit and make the repairs, maintenance, or improvements as requested by the tenant.

If a tenant refuses to allow lawful access, the landlord may:

- obtain injunctive relief to compel access; or

- terminate the rental agreement pursuant to § 35-9A-421.

Note: In either case, the landlord may recover actual damages.

A landlord may not abuse the right of access or use it to harass the tenant. If a landlord makes an unlawful entry or a lawful entry in an unreasonable manner, or makes excessive demands for entry otherwise lawful but that have the effect of unreasonably harassing the tenant, the tenant may:

- obtain injunctive relief to prevent the recurrence of the conduct; or
- terminate the rental agreement pursuant to § 35-9A-401.

Note: In either case, the tenant may recover actual damages.

Section 35-9A-303 enacted 2006, last amended 2011; § 35-9A-442 enacted 2006.

Ala. Code §§ 35-9A-303, -442 (2018)

Alabama, Property Management Licensing

Alabama does not separately license property managers. However, it is unlawful for any person or business entity, for a fee, commission, or other valuable consideration, or with the intention or expectation of receiving or collecting a fee, commission, or other valuable consideration from another, to do any of the following unless licensed by the Alabama Real Estate Commission:

- rent or lease real estate situated within Alabama;
- offer to rent or lease real estate situated within Alabama;
- negotiate or attempt to negotiate the rental or leasing of real estate situated within Alabama;

- list or offer or attempt or agree to list real estate for rental or lease within the state;

- aid, attempt, or offer to aid in locating or obtaining for rent or lease any real estate situated within the state;

- procure or assist in procuring prospects for the purpose of effecting the lease or rental of real estate situated within Alabama;

- procure or assist in procuring properties for the purpose of effecting the lease or rental of real estate situated within Alabama; or

- present himself or herself, or be presented, as being able to perform an act for which a license is required.

For details of these licensing qualifications, see **Licensing Requirements and Maintenance Annual Report—Alabama**.

Section 34-27-30 amended 2008.

Ala. Code § 34-27-30 (2018)

Registration/Licensing/Certification of Rental Properties

Alabama does not have a state-level requirement that rental properties be registered, licensed, or certified by any state regulatory agency. Some municipalities may impose local requirements. The City of Auburn, for instance, requires registration of both commercial and residential rental properties.

Alabama, Reasonable Accommodation

It is unlawful:

- to make, print or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to rental of a dwelling that indicates any preference, limitation, or discrimination based on handicap, or an intention to make the preference, limitation, or discrimination;

- for profit, to induce or attempt to induce any person to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular handicap;

- to discriminate in the rental of, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of:

    - that buyer or renter;

    - a person residing in or intending to reside in that dwelling after it is rented or made available; or

    - any person associated with that buyer or renter;

- to discriminate against a person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with the dwelling, because of a handicap of:

    - that person;

    - a person residing in or intending to reside in that dwelling after it is rented or made available; or

- any person associated with that person.

Exception: For detailed exemptions to the application of these provisions, see Ala. Code § 24-8-7.

For purposes of the above prohibitions, the term "discrimination" includes any of the following conduct:

- refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford that person full enjoyment of the premises, except that in the case of a rental, the landlord, where it is reasonable to do so, may condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

- refusal to make reasonable accommodations in rules, policies, practices, or services when accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling;

- in connection with the design and construction of covered multifamily dwellings for first occupancy more than 30 months after the date of enactment of the Fair Housing Amendments Act of 1988, a failure to design and construct those dwellings in such a manner that:

    - the public use and common use portions of the dwelling are readily accessible to and usable by handicapped persons;

    - the dwelling has at least one building entrance on an accessible route unless it is impracticable to do so because of the terrain or unusual characteristics of the site;

    - all the doors designed to allow passage into and within all premises within the dwellings are sufficiently wide to allow passage by handicapped persons in wheelchairs; and

- all premises within these dwellings contain the following features of adaptive design:

    - an accessible route into and through the dwelling;

    - light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

    - reinforcements in the bathroom walls to allow later installation of grab bars; and

    - usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Note: Compliance with the appropriate requirements of the American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People (commonly cited as "ANSI A117.1") suffices to satisfy these requirements. If a unit of local government has incorporated into its laws these requirements, compliance with the local laws is considered to satisfy the state requirements.

Nothing in the statutes regarding discrimination based on handicap requires that a dwelling be made available to an individual:

- whose occupancy would constitute a direct threat to the health or safety of other individuals; or

- whose occupancy would result in substantial physical damage to the property of others.

Section 24-8-4 enacted 1991; 24-8-7 enacted 1991, last amended 1996.

Ala. Code §§ 24-8-4, -7 (2018)

Alabama, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may recover actual damages and reasonable attorney fees and obtain injunctive relief for noncompliance by the tenant with the rental agreement.

If rent is unpaid when due, the landlord may deliver a written notice to terminate the lease to the tenant specifying:

- the amount of rent and any late fees owed to remedy the breach; and
- that the rental agreement will terminate on a date not less than seven business days after receipt of the notice.

If the breach is not remedied within the seven business days, the rental agreement terminates.

Note: No breach of a lease by a tenant may be cured more than two times in any 12-month period except with the written consent of the landlord.

If a rental agreement is terminated, the landlord has:

- a claim for possession and for rent;
- a separate claim for actual damages for breach of the rental agreement; and
- a claim for reasonable attorney's fees.

The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in Ala. Code § 35-9A-441(c).

A landlord's action for eviction, rent, monetary damages, or other relief relating to a tenancy subject to the Alabama Uniform Residential Landlord and Tenant Act is governed by the Alabama Rules of Civil Procedure and the Alabama Rules of Appellate Procedure, except as modified by the Act.

Service of process must be made in accordance with the Alabama Rules of Civil Procedure. If a sheriff, constable, or process server is unable to serve the defendant personally, service may be had:

- by delivering the notice to any person who is *sui juris* residing on the premises; or

- if, after reasonable effort no person is found residing on the premises, by posting a copy of the notice on the door of the premises.

Note: On the same day of posting, or by the close of the next business day, the sheriff, the constable, the person filing the complaint, or anyone on behalf of the person, must mail notice of the filing of the unlawful detainer action by enclosing, directing, stamping, and mailing by first class mail a copy of the notice to the defendant at the mailing address of the premises, and if there is no mailing address for the premises to the last known address, if any, of the defendant, and making an entry of this action on the return filed in the case. Service of the notice by posting is deemed complete as of the date of mailing the notice.

In eviction actions, an appeal by a tenant to the circuit court or to an appellate court does not prevent the issuance of a writ of restitution or possession unless the tenant:

- pays to the clerk of the circuit court all rents properly payable under the terms of the lease since the date of the filing of the action; and

- continues to pay all rent that becomes due and properly payable under the terms of the lease as they become due, during the pendency of the appeal.

Note: In the event of dispute, the amounts properly payable shall be ascertained by the court.

If the tenant fails to make any payments determined to be properly payable as they become due pending appeal, upon motion, the court must issue a writ of restitution or possession and the landlord must be placed in full possession of the premises.

If an eviction judgment enters in favor of a landlord, a writ of possession will issue upon application by the landlord. An automatic stay on the issuance of the writ of possession or restitution lasts for seven days. If a tenant without just cause re-enters the premises, the tenant can be held in contempt and successive writs may issue as are necessary to effectuate the eviction judgment.

In the event that the landlord is placed in possession under a writ of restitution or possession, and on appeal the judgment is reversed, the circuit court may award a writ of restitution or possession to restore the tenant to possession.

If a tenant remains in possession without the landlord's consent after termination of the tenancy, the landlord may:

- bring an action for possession; and

- if the tenant's holdover is willful and not in good faith, recover an amount equal to not more than three month's periodic rent or the actual damages sustained by the landlord, whichever is greater, and reasonable attorney's fees.

Sections 35-9A-203 and -441 enacted 2006; § 35-9A-421 amended 2018; § 35-9A-426 enacted amended 2011; § 35-9A-461 amended 2009.

Ala. Code §§ 35-9A-203, -421, -426, -441, -461 (2018)

Abandonment of the Premises

If a rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of 14 days and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

During any absence of a tenant in excess of 14 days, the landlord may enter the dwelling unit at times reasonably necessary.

If a tenant abandons the dwelling unit, the landlord must make reasonable efforts to rent it at a fair rental.

Note: This duty does not take priority over the landlord's right to first rent other vacant units.

If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy. If the tenancy is from month-to-month or week-to-week, the term of the rental agreement for this purpose is deemed to be a month or a week, as the case may be.

Note: A property is statutorily deemed abandoned if its electric service has been terminated for seven consecutive days.

Section 35-9A-423 amended 2014; § 35-9A-427 enacted 2006.

Ala. Code §§ 35-9A-423, -427 (2018)

Waiver of Right to Terminate for Nonpayment

Acceptance of rent with knowledge of a default by the tenant, or acceptance of performance by the tenant that varies from the terms of the rental agreement, constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

Section 35-9A-424 enacted 2006.

Ala. Code § 35-9A-424 (2018)

Disposition of Tenant's Property

If a tenant leaves property in the unit more than 14 days after termination of the tenancy, the landlord has no duty to store or protect the tenant's property in the unit and may dispose of it without obligation.

Section 35-9A-423 amended 2014.

Ala. Code § 35-9A-423 (2018)

Security Deposits

A landlord may not demand or receive money as security in an amount in excess of one month's periodic rent, except for pets, changes to the premises, or increased liability risks to the landlord or premises, for a tenant's obligations under a rental agreement.

Upon termination of the tenancy, money held by the landlord as security may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with § 35-9A-301 (duty to maintain dwelling unit), all as itemized by the landlord in a written notice delivered to the tenant, together with the amount due, 60 days after termination of the tenancy and delivery of possession.

Note: If the landlord does not refund the entire deposit, the landlord, within the 60-day period, must provide the tenant with an itemized list of amounts withheld.

Upon vacating the premises, the tenant must provide to the landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the tenant fails to provide a valid forwarding address, the landlord must mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the tenant or, if none, to the tenant at the address of the property.

Note: The landlord's mailing by first class mail to the address provided in writing by the tenant, within 60 days of the refund or itemized accounting, or both, constitutes sufficient compliance with the above requirement.

Any deposit unclaimed by the tenant, as well as any check outstanding, will be forfeited by the tenant after 90 days.

If the landlord fails to mail a timely refund or accounting within the 60-day period, the landlord must pay the tenant double the amount of the tenant's original deposit.

Section 35-9A-201 amended 2014.

Ala. Code § 35-9A-201 (2018)

Alabama, Tenant Screening

State Fair Housing Requirements

It is unlawful:

- to refuse to rent after the making of a bona fide offer, to refuse to negotiate for the rental of, or to otherwise to make unavailable or deny a dwelling to any person because of race, color, religion, sex, familial status, or national origin;

- to discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with it, because of race, color, religion, sex, familial status, or national origin;

- to make, print or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make the preference, limitation, or discrimination;

- to represent to any person because of race, color, religion, sex, handicap, familial status, or national origin that any dwelling is not available for inspection or rental when the dwelling is available; and

- for profit, to induce or attempt to induce any person to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, handicap, familial status, or national origin.

Exception: The provisions regarding familial status do not apply to housing for older persons, and the prohibition on discrimination based on sex does not apply to the rental or leasing of dwellings in single-sex dormitory properties. For additional detailed exemptions to the application of these provisions, see Ala. Code § 24-8-7.

These provisions **do not**, however, prohibit the lease application or similar documentation from requiring information concerning the number, age, sex, and familial relationship of the applicants and the dwellings' intended occupants. The owner or manager may consider these factors in determining payment of utilities.

Section 24-8-4 enacted 1991; § 24-8-7 enacted 1991, last amended 1996.

Ala. Code §§ 24-8-4, -7 (2018)

Other Provisions Related to Tenant Screening

The rental application may require disclosure by the applicant of the conviction of any intended occupant for violating any laws pertaining to the illegal manufacture or distribution of a controlled substance.

Section 24-8-4 enacted 1991.

Ala. Code § 24-8-4 (2018)

Alaska

Alaska, Condition of Rental Property

Habitability Requirements

A landlord must:

- make all repairs and do whatever is necessary to keep the premises in a fit and habitable condition;

- keep all common areas of the premises in a clean and safe condition; and

- maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.

  Exception: A landlord of a single-family residence located in an undeveloped rural area or where public sewer or water service has never been connected is not liable for failing to provide water and sewer services if, at the beginning of the rental period, the residence did not have running water, hot water, sewage, or sanitary facilities from a private system.

Note: A tenant may agree to maintain in good working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances supplied or required to be supplied by the landlord in rental units where the rent exceeds $2,000 a month.

If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

- immediately vacate the premises and notify the landlord of the intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

- if continued occupancy is lawful, vacate the part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

If the rental agreement is terminated, the landlord must return all prepaid rent and security deposits recoverable under Alaska Stat. § 34.03.070.

At the commencement of the lease term, the landlord must deliver possession of the premises to the tenant in compliance with the rental agreement and the conditions listed above. As a condition of delivery of possession of the premises to the tenant, the tenant must acknowledge or verify, by the tenant's signature, the accuracy of the premises condition statement and contents inventory. The premises condition statement and contents inventory:

- may be used by the landlord or tenant as the basis to determine whether prepaid rent or a security deposit will be applied to the payment of damages to the premises as authorized by Alaska law;

- may be used to compute the recovery of other damages to which the parties may be entitled; and

- is, in an action to recover damages or obtain other relief, presumptive evidence of the condition of the premises and its contents at the commencement of the term of the lease covered by the rental agreement.

If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with Alaska Stat. § 34.03.100 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate on a date not less than 20 days after receipt of the notice if the breach is not remedied in 10 days. If the breach is remediable by repairs or the payment of damages or otherwise, and the landlord remedies the breach before the date specified in the notice, the rental agreement will not terminate.

In the absence of due care by the landlord, if substantially the same act or omission that constituted a prior noncompliance about which notice was given recurs within six months, the tenant may terminate the rental agreement upon at least 10 days' written notice specifying the breach and the date of termination of the rental agreement.

Exception: The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

The tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or Alaska Stat. §§ 34.03.100, .210, or .280.

If the rental agreement is terminated, the landlord must return all prepaid rent or security deposits recoverable by the tenant.

Sections 34.03.090 and .100 amended 2014; §§ 34.03.160 and .200 enacted 1974.

Alaska Stat. §§ 34.03.090, .100, .160, .200 (2019)

Provision of Essential Services

A landlord must:

- 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;

- supply running water and reasonable amounts of hot water and heat at all times, insofar as energy conditions permit, except where the building that includes the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection or where the premises do not have a well or water provided by a direct utility connection and the rental agreement expressly states that the landlord's duty to supply running or hot water to the premises is waived by the tenant;

- if requested by the tenant, provide and maintain locks and furnish keys reasonably adequate to ensure safety to the tenant's person and property; and

- provide smoke detection devices and carbon monoxide detection devices as required under Alaska Stat. § 18.70.095.

  Exception: A landlord of a single-family residence located in an undeveloped rural area or located where public sewer or water service has never been connected is not liable for breach if the dwelling unit, at the beginning of the rental term, did not have running water, hot water, sewage, or sanitary facilities from a private system.

The landlord and tenant of a one- or two-family residence may agree in writing that the tenant will perform the landlord's duties as listed above. They may also agree in writing that the tenant will perform specified repairs, maintenance tasks, alterations, and remodeling, but the tenant may not agree to maintain elevators in good and safe working order. Such agreements are allowed only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

If the landlord deliberately or negligently fails to supply running water, hot water, heat, sanitary facilities, or other essential services, the tenant may:

- give written notice to the landlord specifying the breach and immediately procure reasonable amounts of hot water, running water, heat, sanitary facilities, and essential

services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

- recover damages based on the diminution in the fair rental value of the dwelling unit; or

- procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance and, in addition, may recover the amount by which the actual and reasonable cost exceeds rent.

Exception: These rights do not arise if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent.

Section 34.03.100 amended 2014; § 34.03.180 enacted 1974.

Alaska Stat. §§ 34.03.100, .180 (2019)

Repairs

The Alaska Uniform Residential Landlord and Tenant Act provides that the landlord and tenant of a dwelling unit other than a single-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

- 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 out in a separate writing signed by the parties and supported by adequate consideration; and

- the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

Note: The landlord may not treat performance of a separate agreement described above as a condition to an obligation or performance of a rental agreement.

Section amended 2014.

Alaska Stat. § 34.03.100 (2019)

Landlord's Right of Entry

A tenant may not unreasonably withhold consent to the landlord 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;
- remove personal property belonging to the landlord that is not covered by a written rental agreement; or
- exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

Note: A landlord may not abuse the right of access or use it to harass the tenant.

Unless it is impracticable to do so, the landlord must:

- give the tenant at least 24 hours' notice of intention to enter; and

- enter only at reasonable times and with the tenant's consent.

Exception: The landlord may enter the dwelling unit without the tenant's consent in an emergency.

The landlord may also have a right of access to the dwelling unit:

- pursuant to court order; or

- if the tenant has abandoned or surrendered the premises.

If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover an amount not to exceed the actual damages or one month's periodic rent, whichever is greater. If the landlord terminates the rental agreement, the landlord must give written notice to the tenant at least 10 days before the date specified in the notice.

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful but that have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant may recover an amount not to exceed the actual damages or one month's periodic rent, whichever is greater, plus court costs and reasonable attorney fees. If the tenant terminates the rental agreement, the tenant must give written notice to the landlord at least 10 days before the date specified in the notice.

Section 34.30.140 amended 1994; § 34.03.300 enacted 1974.

Alaska Stat. §§ 34.03.140, .300 (2019)

Alaska, Property Management Licensing

Alaska does not separately license property managers. However, a person may not practice, or negotiate a contract to practice, property management unless licensed in Alaska as a real estate broker, associated real estate broker, or real estate sales person. For details of these licensing qualifications, see **Licensing Requirements and Maintenance Annual Report—Alaska**.

The educational requirements applicable to property managers following initial licensure are set out in Alaska Admin. Code tit. 12, § 64.064.

A licensee engaged in property management must:

- conduct property management activity in the registered name of the real estate company with which the licensee is affiliated; and

- deposit prepaid rents or security deposits in a trust account.

A licensee who has sole ownership of rental property may either manage the property through the licensee's employing broker or employ another broker or property manager to perform those management duties.

Alaska Admin. Code tit. 12, § 64.064 enacted 2006, last amended 2017; tit. 12, §§ 64.550—.560 effective 1994; tit. 12, § 64.570 effective 2008, last amended 2010; Statute 1998.

Alaska Stat. § 08.88.161 (2019); Alaska Admin. Code tit. 12, §§ 64.064, .550—.570 (2020)

Registration/Licensing/Certification of Rental Properties

Alaska does not have a state-level requirement that rental properties be registered, licensed, or certified by any state regulatory agency.

Alaska, Reasonable Accommodation

It is unlawful for the owner, lessee, manager, or other person having the right to lease or rent real property to:

- refuse to lease or rent the real property to a person because of physical or mental disability; or

- discriminate against a person because of physical or mental disability.

Amended 1987.

Alaska Stat. § 18.80.240 (2019)

In addition, the federal laws requiring reasonable accommodation of persons with disabilities, including the Fair Housing Act, the Americans with Disabilities Act, and the Rehabilitation Act, apply to rental housing in Alaska.

Alaska, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If rent is unpaid when due and the tenant fails to pay in full within seven days after the landlord provides written notice of nonpayment and the intention to terminate the rental agreement if the rent is not paid within that time:

- the tenancy terminates, unless the landlord agrees to allow the tenant to remain in occupancy; and

- the landlord may terminate the rental agreement and immediately recover possession of the rental unit.

Note: Only one written notice of default need be given by the landlord as to any one default.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent, and a separate claim for actual damages for breach of the rental agreement.

The landlord may, after serving a notice to quit under Alaska Stat. §§ 09.45.100—.105 to a person who is wrongfully in possession:

- bring an action for possession against any person wrongfully in possession; and

- recover the damages provided in Alaska Stat. § 34.03.290.

Note: See Alaska Stat. § 34.03.225 for limitations on a mobile home park operator's right to terminate a lease.

Section 34.03.270 and .280 enacted 1974; § 34.03.220 amended 2014.

Alaska Stat. §§ 34.03.220, .270, .280 (2019)

Abandonment of the Premises

When the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days and the tenant willfully fails to provide such notice, the landlord may recover an amount not to exceed one and one-half times the actual damages incurred as a result of the abandonment.

During an absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at all times reasonably necessary. The landlord may reenter the dwelling unit and, if there is evidence that the tenant has abandoned the dwelling unit, unless the landlord and tenant have made a specific agreement to the contrary, the landlord may terminate the rental agreement.

If the tenant abandons the dwelling unit, the landlord must make reasonable efforts to rent it at a fair rental value. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the agreement is considered terminated on the date the new tenancy begins.

The rental agreement is considered terminated by the landlord on the date the landlord has notice of the abandonment if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental value or if the landlord accepts the abandonment as a surrender. If the tenancy is from month to month, or week to week, the term of the rental agreement is considered a month or a week, as the case may be.

Section amended 1994.

Alaska Stat. § 34.03.230 (2019)

Waiver of Right to Terminate for Nonpayment

Acceptance of rent with knowledge of a default by the tenant, or acceptance of performance by the tenant that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord, constitutes a waiver of the right of the landlord to terminate the rental agreement for that breach, unless otherwise agreed after the breach occurs.

A landlord who has given written notice to the tenant may accept a partial payment of the rent due under the rental agreement and extend the date for the eviction accordingly.

Section enacted 1994.

Alaska Stat. § 34.03.240 (2019)

Disposition of Tenant's Property

Except as otherwise agreed, if, upon termination of a tenancy, including but not limited to termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord reasonably believes that the tenant has abandoned the property:

- the landlord may give notice to the tenant demanding that the property be removed within the dates set out in the notice, but not less than 15 days after delivery or mailing of the notice, and that if the property is not removed within the time specified, the property may be sold;

- if the property is not removed within the time specified in the notice, the landlord may sell the property at a public sale;

- the landlord may dispose of perishable commodities in any manner the landlord considers fit;

- if the tenant has left personal property that is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a public sale would probably exceed the amount that would be realized from the sale, the landlord may notify the tenant that the property be removed within the date specified in the notice but not less than 15 days after delivery or mailing of the notice, and that if the property is not removed within the time specified the landlord intends to destroy or otherwise dispose of the property;

- if the property is not removed within the time specified in the notice, the landlord may destroy or otherwise dispose of the property; and

- the landlord must indicate in the required notice an election to sell certain items of the tenant's personal property at public sale and to destroy or otherwise dispose of the remainder.

The landlord must store all personal property of the tenant in a place of safekeeping and take reasonable care of the property, but is not responsible to the tenant for loss not caused by the landlord's deliberate or negligent act. The landlord may elect to store the property on the premises previously rented, in which event the storage cost may not exceed the fair rental value of the premises. If the tenant's property is removed to a commercial storage facility, the storage cost may include the actual charge for the storage and removal from the premises to the place of storage.

If, after notice, the tenant makes a timely response in writing of an intention to remove the personal property from the premises but does not do so within the time specified in the landlord's notice or within 15 days of the delivery or mailing of the tenant's written response, whichever is later, it will be conclusively presumed that the tenant has abandoned the property.

If the tenant removes the property after notice, the landlord is entitled to the cost of storage for the period the property has remained in the landlord's safekeeping.

The landlord is not liable for damages to a tenant claiming loss by reason of the landlord's statutorily compliant storage, destruction, or disposition of abandoned property. A landlord who deliberately or negligently violates the above requirements, however, is liable for actual damages and penal damages in an amount not to exceed actual damages.

The landlord may dispose of any property upon which no bid is made at the public sale.

Section amended 1994.

Alaska Stat. § 34.03.260 (2019)

Security Deposits

A landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. In addition, a landlord may demand an additional security deposit not to exceed one month's rent from a tenant with a pet on the premises that is not a service animal, which deposit may be applied only to the amount of damages directly related to the tenant's pet.

Exception: This limitation does not apply to rental units where the rent exceeds $2,000 a month.

All money paid to the landlord by the tenant as prepaid rent or as a security deposit in a lease or rental agreement must be promptly deposited by the landlord in a trust account in a bank or savings and loan association, or with a licensed escrow agent, and the landlord must provide to the tenant the terms and conditions under which the prepaid rent or security deposit or portions thereof may be withheld by the landlord. If the landlord willfully fails to comply with this requirement, the tenant may recover an amount not to exceed twice the actual amount withheld.

Note: The landlord may commingle prepaid rents and security deposits in a single financial account, but must separately account for amounts received from each tenant.

Upon termination of the tenancy, property or money held by the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with Alaska Stat. § 34.03.120. The accrued rent and damages must be itemized by the landlord in a written notice mailed to the tenant's last known address within the time limits set out below, together with the amount due the tenant.

Note: As used in this context, "damages":

- means deterioration of the premises and, if applicable, of the contents of the premises; but
- does not include deterioration that is:
    - the result of normal wear and tear; or

- caused by the landlord's failure to prepare for expected conditions, or by the landlord's failure to comply with an obligation of the landlord imposed by the Alaska Uniform Residential Landlord and Tenant Act.

If the landlord does not know the mailing address of the tenant, but knows or has reason to know how to contact the tenant to give the required notice, the landlord must make a reasonable effort to deliver the notice and refund.

The landlord must mail the written notice and refund within 14 days after the tenancy is terminated and possession is delivered by the tenant, except that the landlord has 30 days after termination of the tenancy to mail the refund if damage costs are deducted due to the tenant's noncompliance with § 34.03.120.

Exception: If the tenant does not give notice that complies with Alaska Stat. § 34.03.290, the landlord must mail the written notice and refund within 30 days after the tenancy is terminated, possession is delivered by the tenant, or the landlord becomes aware that the dwelling unit is abandoned.

Section amended 2014.

Alaska Stat. § 34.03.070 (2019)

Alaska, Tenant Screening

State Fair Housing Requirements

It is unlawful for the owner, lessee, manager, or other person having the right to lease or rent real property to:

- refuse to lease or rent the property to a person because of sex, marital status, changes in marital status, pregnancy, race, religion, physical or mental disability, color, or national origin;

- discriminate against a person because of sex, marital status, changes in marital status, pregnancy, race, religion, physical or mental disability, color, or national origin in a term, condition, or privilege relating to the use, lease, or rental of real property;

- make a written or oral inquiry or record of the sex, marital status, changes in marital status, race, religion, physical or mental disability, color, or national origin of a person seeking to lease or rent real property;

- represent to a person that real property is not available for inspection, rental, or lease when in fact it is so available, or to refuse to allow a person to inspect real property because of the race, religion, physical or mental disability, color, national origin, age, sex, marital status, change in marital status, or pregnancy of that person or of any person associated with that person;

- engage in blockbusting; or

- make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of real property that indicates any preference, limitation, or discrimination based on race, color, religion, physical or mental disability, sex, or national origin, or an intention to make the preference, limitation, or discrimination.

Exception: The above provisions do not prohibit the lease or rental of classes of real property commonly known as housing for "singles" or "married couples" only.

A person who willfully engages in an unlawful discriminatory practice is guilty of a misdemeanor punishable by a fine of not more than $500, or by imprisonment in jail for not more than 30 days, or both.

Local communities may have similar specific ordinances. In the Municipality of Anchorage, for instance, it is illegal to refuse to rent to someone because of age.

Section 18.80.240 amended 1987; § 18.80.270 amended 2006; § 47.30.865 enacted 1981.

Alaska Stat. §§ 18.80.240, .270; 47.30.865 (2019); Anchorage Municipal Code 05.20.020

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Arizona

Arizona, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with the requirements of applicable building codes materially affecting health and safety;
- make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- keep all common areas of the premises in a clean and safe condition;
- maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.

At the commencement of the term, the landlord must deliver possession of the premises to the tenant in compliance with the rental agreement and the above-listed requirements.

If there is a material noncompliance by the landlord with these requirements that materially affects health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than five days after receipt of the notice if the breach is not remedied within those five days.

Exception: The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent.

If the rental agreement is terminated, the landlord must return all security recoverable by the tenant under Ariz. Rev. Stat. § 33-1321.

If the landlord fails to comply with the rental agreement or the above habitability requirements, the tenant may:

- recover damages and obtain injunctive relief; or

- if the reasonable cost of compliance is less than $300 or an amount equal to one-half of the monthly rent, whichever amount is greater, notify the landlord of the tenant's intention to correct the condition at the landlord's expense.

After being notified by the tenant in writing, if the landlord fails to comply within 10 days or as promptly thereafter as conditions require in case of emergency, the tenant may cause the work to be done by a licensed contractor and, after submitting to the landlord an itemized statement and a waiver of lien, deduct from his rent the actual and reasonable cost of the work, not exceeding $300.

Exception: A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent, or if the condition repaired does not constitute a breach of the fit and habitable condition of the premises.

If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

- immediately vacate the premises and notify the landlord in writing within 14 days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

- if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

Note: If the rental agreement is terminated the landlord must return all security recoverable under § 33-1321. Accounting for rent in the event of termination or apportionment is to occur as of the date the tenant vacates all or part of the dwelling unit.

In addition, a landlord has the following specific obligations with respect to a bedbug infestation:

- the landlord must provide bedbug educational materials to existing and new tenants, which may include:

    - a description of measures that may be taken to prevent and control bedbugs;

    - information about bedbugs, including a description of their appearance;

    - a description of behaviors that are risk factors for attracting bedbugs, such as purchasing renovated mattresses, using discarded mattresses and furniture, using used or leased furniture, purchasing pre-owned clothing, and traveling without proper precautions;

    - information provided by the United States centers for disease control and prevention and other federal, state, or local health agencies;

- information provided by federal, state, or local housing agencies;

- information provided by nonprofit housing organizations; and

- information developed by the landlord; and

- the landlord may not enter into any lease agreement with a tenant for a dwelling unit that the landlord knows to have a current bedbug infestation.

Exception: The landlord and tenant of a single-family residence are excluded from the above provisions.

Note: For provisions applicable to mobile home park rentals, see the Arizona Mobile Home Parks Residential Landlord and Tenant Act, Ariz. Rev. Code §§ 33-1401 *et seq*.

History unavailable.

Ariz. Rev. Stat. §§ 33-1319, -1323, -1324, -1361, -1363, -1366 (2019)

Provision of Essential Services

A landlord must:

- 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; and

- supply running water and reasonable amounts of hot water at all times, reasonable heat, and reasonable air-conditioning or cooling where such units are installed and offered, when required by seasonal weather conditions, except where 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, air-conditioning, cooling, or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

The landlord and tenant of a single-family residence may agree in writing, supported by adequate consideration, that the tenant perform the landlord's duties specified above, but only if:

- the transaction is entered into in good faith, not for the purpose of evading the obligations of the landlord; and

- the work is not necessary to cure noncompliance with the habitability requirements of the Arizona Landlord and Tenant Act.

If the landlord deliberately or negligently fails to supply running water, gas or electrical service, or both, if applicable, and reasonable amounts of hot water or heat, air-conditioning, or cooling, where such units are installed and offered, or other essential services, the tenant may give reasonable notice to the landlord specifying the breach and may:

- procure reasonable amounts of hot water, running water, heat, and essential services during the period of the landlord's noncompliance and deduct their actual reasonable cost from the rent;

  Note: If the landlord has failed to provide any of the utility services specified in this section due to nonpayment of the landlord's utility bill for the premises, and if there is no separate utility meter for each tenant in the premises such that the tenant could avoid a utility shutoff by arranging to have services transferred to the tenant's name, the tenant may either individually or collectively with other tenants arrange with the utility company to pay the utility bill after written notice to the landlord of the tenant's intent to do so. With the utility company's approval the tenant or tenants may pay the landlord's delinquent utility bill and deduct from any rent owed to the landlord the actual cost of the payment the tenant made to restore utility services. The tenant or tenants may continue to make such payments to the utility company until the landlord has provided adequate assurances to the tenant that the above utility services will be maintained.

- recover damages based upon the diminution in the fair rental value of the dwelling unit; or

- procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

  Note: In the event the periodic cost of such substitute housing exceeds the amount of the periodic rent, upon delivery by tenant of proof of payment for such substitute housing, the tenant may recover from the landlord such excess costs up to an amount not to exceed 25% of the periodic rent that was excused.

A landlord must provide all utilities and services specified in the lease agreement. A landlord may not terminate utility services that are provided to the tenant as part of the rental agreement except as necessary to make needed repairs. If a landlord violates these requirements, the tenant may:

- recover damages, costs, and reasonable attorneys' fees;

- obtain injunctive relief; and

- if the landlord's noncompliance is deliberate, recover the actual and reasonable cost or fair and reasonable value of the substitute housing not in excess of an amount equal to the periodic rent.

Exception: Such rights do not arise if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent.

If the landlord willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than two months' periodic rent or twice the actual damages sustained by him, whichever is greater. If the rental agreement is terminated, the landlord must return all security recoverable under § 33-1321.

History unavailable.

Ariz. Rev. Stat. §§ 33-1324, -1364, -1367 (2019)

Repairs

The landlord and tenant of a single-family residence may agree in writing, supported by adequate consideration, that the tenant will perform specified repairs, maintenance tasks, alterations, and remodeling, but only if:

- the transaction is entered into in good faith, not for the purpose of evading the obligations of the landlord; and

- the work is not necessary to cure noncompliance with the habitability requirements of the Arizona Landlord and Tenant Act.

The landlord and tenant of any dwelling unit other than a single-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

- the agreement 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;

- the work is not necessary to cure noncompliance with the habitability requirements of the Arizona Landlord and Tenant Act; and

- the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

A tenant who is a victim of domestic violence or sexual assault may require the landlord to install a new lock to the tenant's dwelling if the tenant pays for the cost of installing the new lock. A landlord may comply with this requirement by:

- rekeying the lock if the lock is in good working condition; or
- replacing the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced.

History unavailable; § 33-1318 amended 2018.

Ariz. Rev. Stat. §§ 33-1318, -1324 (2019)

Landlord's Right of Entry

A tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to:

- inspect the premises;
- make necessary or agreed-upon repairs, decorations, alterations, or improvements; or
- supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

Except in case of emergency or if it is impracticable to do so, the landlord must:

- give the tenant at least two days' notice of the landlord's intent to enter; and

- enter only at reasonable times.

Exception: If the tenant notifies the landlord of a service request or a request for maintenance, the notice from the tenant constitutes permission from the tenant for the landlord to enter the dwelling unit for the sole purpose of acting on the service or maintenance request, and the tenant waives receipt of any separate or additional access notice that may be required.

The landlord has no other right of access except by court order, or if the tenant has abandoned or surrendered the premises.

If the tenant refuses to allow lawful access, the landlord may:

- obtain injunctive relief to compel access; or

- terminate the rental agreement.

Note: In either case, the landlord may recover actual damages.

The landlord may not abuse the right to access or use it to harass the tenant.

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful but that have the effect of unreasonably harassing the tenant, the tenant may:

- obtain injunctive relief to prevent the recurrence of the conduct; or

- terminate the rental agreement.

Note: In either case, the tenant may recover actual damages not less than an amount equal to one month's rent.

History unavailable.

Ariz. Rev. Stat. §§ 33-1343, -1376 (2019)

Arizona, Property Management Licensing

Arizona does not separately license property managers. However, the definition of "real estate broker," for which a license is required, includes a person, other than a salesperson, who for another and for compensation:

- rents or leases real estate;
- offers to rent or lease real estate;
- negotiates or offers, attempts, or agrees to negotiate the rental or leasing of real estate;
- lists or offers, attempts, or agrees to list real estate for lease;
- collects or offers, attempts, or agrees to collect rent for the use of real estate;
- advertises or holds himself out as being engaged in the business of renting or leasing real estate or counseling or advising regarding real estate;
- assists or directs in the procuring of prospects, calculated to result in the leasing or rental of real estate;

- assists or directs in the negotiation of any transaction calculated or intended to result in the leasing or rental of real estate; or

- engages in any of the acts listed above for the lease of other than real property if a real property lease is a part of, contingent on, or ancillary to the transaction.

However, the licensing laws do not apply to "natural persons who are acting as residential leasing agents or on-site managers of residential rental property, who are performing residential leasing activities on residential income property at not more than one location during the period of the agents' or on-site managers' regular workday, who do not receive special compensation" for the acts described below and who are employed by the owner or the owner's licensed management agent. "A bonus that is paid to a residential leasing agent or on-site manager working under the supervision of a licensed real estate broker and that is based on performance, that is received not more frequently than monthly and that does not exceed one-half of the agent's or on-site manager's total compensation for the time period does not constitute special compensation" for the acts described below. "Residential leasing agents or on-site managers" means natural persons who are employed by the owner or the owner's licensed management agent and whose normal duties and responsibilities include any one or more of the following:

- preparing and presenting to any person a residential lease, application or renewal or any amendment of the lease;

- collecting or receiving a security deposit, a rental payment or any related payment for delivery to and made payable to a property, a property manager, an owner or the location;

- showing a residential rental unit to prospective tenants;

- executing residential leases or agreements adopted under Title 33, Chapter 10; or

- acting on behalf of the owner or the owner's licensed management agent to deliver notice pursuant to Title 12, Chapter 8 and Title 33, Chapters 10 and 11.

For details of the licensing qualifications for real estate brokers and salespersons, see **Licensing Requirements and Maintenance Annual Report—Arizona**.

In addition, a city or town may require a residential rental property owner whose property has been designated as a slum, or that exhibits the criteria relating to violations that materially affect the health and safety of the occupants of the property, to hire a property management firm that is regulated pursuant to title 32, chapter 20, article 3.1 to:

- manage the property;
- participate in the city or town's crime-free multi-housing program, if applicable; and
- attend city or town approved landlord tenant training classes, if available from the city or town.

Note: The city or town may also require the property owner to participate in comparable training provided by a nonprofit corporation that is certified by the city or town to provide that training.

Exception: This requirement does apply to mobile home parks.

History unavailable; § 32-2121 amended 2019.

Ariz. Rev. Stat. §§ 32-2101, -2121, -2122; 33-1906 (2019)

Registration/Licensing/Certification of Rental Properties

An owner of residential rental property must maintain with the assessor in the county where the property is located the following information:

- the name, address, and telephone number of the property owner;

- if the property is owned by a corporation, limited liability company, partnership, limited partnership, trust, or real estate investment trust, the name, address, and telephone number of the responsible party;

- the street address and parcel number of the property; and

- the year the building was built.

An owner of residential rental property who lives outside of Arizona must designate and record with the assessor a statutory agent who lives in the state and who will accept legal service on behalf of the owner.

Note: Residential rental property may not be occupied if the information required by this section is not on file with the county assessor.

If the owner has not filed the information required by this section with the county assessor and the residential rental property is occupied by a tenant and the tenant chooses to terminate the tenancy, the tenant must deliver to the landlord, owner, or managing agent of the property a written 10-day notice to comply with the above requirements. If the owner does not comply within 10 days after receipt of the notice, the tenant may terminate the rental agreement and the landlord must return all prepaid rent and refundable security deposits to the tenant.

If a residential rental property owner fails to register with the county assessor, the city or town may impose a civil penalty in the amount of $150 per day for each day of violation following notice.

Exception: If a person complies within 10 days after receiving notice from the county assessor, the court must dismiss the complaint and may not impose a civil penalty.

The county assessor may assess a fee of not more than $10.00 for each initial registration and each change of information in the registry.

In addition, every landlord must file with a one-call notification center (for underground utility marking):

- the property name;
- the property address;
- a contact name or job title;
- contact fax number;
- contact postal mailing address;
- contact electronic mail address, if available;
- contact telephone number; and
- hours of contact.

The landlord must update any information required by this subsection within seven working days after a change in the information occurs. The contact person or persons must be readily available during the hours of contact on file. The hours of contact must be consistent with the landlord's regular business hours, and must total at least thirty hours per week.

History unavailable.

Ariz. Rev. Stat. §§ 33-1902, -1907; 40-360.32 (2019)

Arizona, Reasonable Accommodation

A person may not discriminate in the rental or otherwise make unavailable or deny a dwelling to any renter because of a disability of:

- the renter;
- a person residing in or intending to reside in that dwelling after it is rented or made available; or
- a person associated with that buyer or renter.

A person may not discriminate against any person in the terms, conditions, or privileges of rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability of:

- that person;
- a person residing in or intending to reside in the dwelling after it is rented or made available; or
- a person associated with that person.

Exception: Nothing in these provisions requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

For the purposes of these requirements, “discrimination” includes:

- a refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, provided that, in the case of a renter, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

- a refusal to make reasonable accommodations in rules, policies, practices, or services if the accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling; and

- in connection with the design and construction of covered multi-family dwellings for first occupancy after more than 30 months after the date of enactment of the Federal Fair Housing Amendments Act of 1988 (P.L. 100-430), a failure to design and construct those dwellings in a manner that includes the following features:

  Note: As used above, “covered multifamily dwellings” means buildings consisting of four or more units if the buildings have one or more elevators and ground floor units in other buildings consisting of four or more units.

- the public use and common use portions of the dwellings are readily accessible to and usable by disabled persons;

- all the doors designed to allow passage into and within all premises within the dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and

- all premises within the dwellings contain the following features of adaptive design:

—an accessible route into and through the dwelling;

—light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

—reinforcements in bathroom walls to allow later installation of grab bars; and

—usable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.

Note: Compliance with the appropriate requirements of the fair housing accessibility guidelines established by the United States Department of Housing and Urban Development satisfies these requirements.

History unavailable.

Ariz. Rev. Stat. § 41-1491.19 (2019)

Arizona, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement by filing a special detainer action. If the rental agreement is terminated, the landlord may have:

- a claim for possession and for rent; and

- a separate claim for actual damages for breach of the rental agreement.

Before filing a special detainer action, the rental agreement must be reinstated if the tenant tenders:

- all past due and unpaid periodic rent; and

- a reasonable late fee set forth in a written rental agreement.

After a special detainer action is filed, the rental agreement is reinstated only if the tenant pays:

- all past due rent;

- reasonable late fees set forth in a written rental agreement;

- attorneys' fees; and

- court costs.

Note: After a judgment has been entered in a special detainer action in favor of the landlord, any reinstatement of the rental agreement is solely in the discretion of the landlord.

The landlord may discontinue utility services provided by the landlord on the day following the day that a writ of restitution or execution is executed. Disconnections may be performed only by a person authorized by the utility whose service is being discontinued.

If the tenant remains in possession without the landlord's consent after expiration or termination of the rental agreement, the landlord may:

- bring an action for possession; and

- if the tenant's holdover is willful and not in good faith, recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the landlord, whichever is greater.

In an action for possession based on nonpayment of the rent or in an action for rent when the tenant is in possession, if the landlord is not in compliance with the rental agreement or applicable law, the tenant may counterclaim for any amount that he or she may recover under the rental agreement or Arizona landlord and tenant law. In that event, after notice and hearing the court:

- from time to time may order the tenant to pay into court all or part of the undisputed rent accrued and all periodic rent thereafter accruing; and

- must determine the amount due to each party.

Note: The party to whom a net amount is owed must be paid first from the money paid into court and the balance, if any, by the other party. However, if no rent remains due after application of the tenant's counterclaim, or if the tenant is adjudged to have acted in good faith and satisfies a judgment for rent entered for the landlord, judgment must be entered for the tenant in the action for possession.

In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided above, but the tenant is not required to pay any rent into court.

History unavailable; § 33-1368 amended 2018.

Ariz. Rev. Stat. §§ 33-1323, -1365, -1368, -1373, -1374, -1375 (2019)

Abandonment of the Premises

If a dwelling unit is abandoned, the landlord must send the tenant a notice of abandonment by certified mail, return receipt requested, addressed to the tenant's last known address and to any of the tenant's alternate addresses known to the landlord. The landlord must also post a notice of abandonment on the door to the dwelling unit or any other conspicuous place on the property for five days.

"Abandonment" means either:

- the absence of the tenant from the dwelling unit, without notice to the landlord, for at least seven days, if rent for the dwelling unit is outstanding and unpaid for 10 days and there is no reasonable evidence other than the presence of the tenant's personal property that the tenant is occupying the residence; or

- the absence of the tenant for at least five days, if the rent for the dwelling unit is outstanding and unpaid for five days and none of the tenant's personal property is in the dwelling unit.

Five days after notice of abandonment has been both posted and mailed, the landlord may retake the dwelling unit and re-rent the dwelling unit at a fair rental value if no personal property remains in the dwelling unit. After the landlord retakes the dwelling unit, money held by the landlord as a security deposit is forfeited and must be applied to the payment of any accrued rent and other reasonable costs incurred by the landlord by reason of the tenant's abandonment.

If the tenant abandons the dwelling unit, the landlord must make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date the new tenancy begins. 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 deemed to be 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 is deemed to be a month or a week, as the case may be.

History unavailable.

Ariz. Rev. Stat. § 33-1370 (2019)

Waiver of Right to Terminate for Nonpayment

Acceptance of rent, or any portion thereof, with knowledge of a default by the tenant or acceptance of performance by the tenant that varied from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord, constitutes a waiver of the right to terminate the rental agreement for that breach.

Exception: A landlord accepting a partial payment of rent or other charges retains the right to proceed against a tenant if the tenant agrees in a contemporaneous writing to the terms and conditions of the partial payment with regard to continuation of the tenancy. The written agreement must contain a date on which the balance of the rent is due.

Exception: A landlord's acceptance of a housing assistance payment does not constitute an acceptance of a partial payment of rent or a waiver of a landlord's right to terminate the rental agreement for a tenant's breach

Amended 2019.

Ariz. Rev. Stat. § 33-1371 (2019)

Disposition of Tenant's Property

In cases of abandonment, after the landlord has retaken possession of the dwelling unit, the landlord may store the tenant's personal possessions:

- in the unoccupied dwelling unit that was abandoned by the tenant;
- in any other available unit or any storage space owned by the landlord; or
- off the premises if a dwelling unit or storage space is not available.

Exception: The landlord is not required to store the tenant's perishable items and plants which may be removed or disposed of, as appropriate. Special provisions apply to abandoned animals.

Note: The landlord must notify the tenant of the location of the personal property.

The landlord must hold the tenant's personal property for a period of 14 days after the landlord retakes possession of the dwelling. The landlord must use reasonable care in holding the tenant's personal property. If the landlord holds the property for this period and the tenant makes no reasonable effort to recover it, the landlord may:

- sell the property; or

- donate the property to a qualifying charitable organization as defined in Ariz. Rev. Stat. § 43-1088 or otherwise recognized charity, with any tax benefit associated with the donation belonging to the tenant.

If the property is sold, the landlord may retain the proceeds; and apply them toward the tenant's outstanding rent or other costs that are covered in the lease agreement or were otherwise incurred by the landlord due to the tenant's abandonment. Any excess proceeds must be mailed to the tenant at the tenant's last known address.

A tenant does not have any right of access to his or her personal property until the actual removal and storage costs have been paid in full.

Exception: The tenant may obtain clothing and the tools, apparatus, and books of a trade or profession and any identification or financial documents, including all those related to the tenant's immigration status, employment status, public assistance, or medical care.

The landlord may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage, and conducting a public sale exceeds the amount that would be realized from the sale.

For a period of 12 months after the sale, the landlord must:

- keep adequate records of the outstanding and unpaid rent and the sale of the tenant's personal property; and

- hold any excess proceeds that have been returned as undeliverable for the benefit of the tenant.

If the tenant notifies the landlord in writing on or before the date the landlord sells or otherwise disposes of the personal property that the tenant intends to remove the personal property from the dwelling unit or the place of safekeeping, the tenant has five days to reclaim the personal property. To reclaim the personal property the tenant must only pay the landlord for the cost of removal and storage for the period the tenant's personal property remained in the landlord's safekeeping.

In non-abandonment cases, the landlord must hold the tenant's personal property for a period of 21 days beginning on the first day after a writ of restitution or writ of execution is executed. The landlord must use reasonable care in moving and holding the tenant's property and may store the tenant's property:

- in an unoccupied dwelling unit owned by the landlord;

- in the unoccupied dwelling unit formerly occupied by the tenant; or

- off the premises if an unoccupied dwelling unit is not available.

If the tenant's former dwelling unit is used to store the property, the landlord may change the locks on that unit at the landlord's discretion. The landlord must prepare an inventory and promptly notify the tenant of the location and cost of storage of the personal property by sending a notice by certified mail, return receipt requested, addressed to the tenant's last known address and to any of the tenant's alternative addresses known to the landlord.

To reclaim the personal property, the tenant must pay the landlord only for the cost of removal and storage for the time the property is held by the landlord. Within five days after a written offer by the tenant to pay these charges, the landlord must surrender possession of the personal property in the landlord's possession to the tenant upon the tenant's tender of payment.

If the landlord fails to surrender possession of the personal property to the tenant, the tenant may recover the possessions or an amount equal to the damages determined by the court if the landlord has destroyed or disposed of the possessions before the 21 days expires or after the tenant's offer to pay. The tenant must pay all removal and storage costs accrued through the fifth day after the tenant's offer to pay is received by the landlord or the date of delivery or surrender of the property, whichever is sooner. Payment by the tenant relieves the landlord of any further responsibility for the tenant's possessions. If the landlord fails to surrender possession of the personal property, the tenant may recover the possessions or an amount equal to the damages determined by the court if the landlord has destroyed or disposed of the possessions before the specified 14 days or after the tenant's offer to pay.

A tenant does not have any right of access to the property until all required payments have been made in full, except that the tenant may obtain clothing and the tools, apparatus, and books of a trade or profession and identification or financial documents, including all those related to the tenant's immigration status, employment status, public assistance, or medical care.

Exception: "[I]f the tenant returns to the landlord the keys to the dwelling unit and there is personal property remaining in the dwelling unit, the landlord may immediately remove and dispose of the personal property without liability to the tenant or a third party unless the landlord and tenant have agreed in writing to some other treatment of the property."

History unavailable; § 33-1370 amended 2018.

Ariz. Rev. Stat. §§ 33-1368, -1370 (2019)

Security Deposits

A landlord may not demand or receive security or prepaid rent in an amount or value in excess of one and one-half month's rent.

Exception: A tenant may voluntarily pay more than one and one-half month's rent in advance.

The purpose of all nonrefundable fees or deposits must be stated in writing by the landlord. Any fee or deposit not designated as nonrefundable must be refundable.

Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of all rent, and subject to a landlord's duty to mitigate, all charges as specified in the signed lease agreement, including the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with § 33-1341. Within 14 days, excluding Saturdays, Sundays and legal holidays, after termination of the tenancy and delivery of possession and demand by the tenant, the landlord must provide the tenant with an itemized list of all deductions, together with the amount due and payable to the tenant, if any.

If the tenant does not dispute the deductions or the amount due and payable to the tenant within 60 days after the itemized list and amount due are mailed, "the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived."

Note: Unless other arrangements are made in writing by the tenant, the landlord must mail the itemized list and any amount due, by first class mail, to the tenant's last known place of residence.

If the landlord fails to comply with these requirements, the tenant may recover the property and money due the tenant, together with damages in an amount equal to twice the amount wrongfully withheld.

Note: During the term of tenancy, the landlord may use refundable security deposits or other refundable deposits in accordance with any applicable provisions of the property management agreement, as long as at the end of tenancy all refundable deposits are refunded to the tenant.

Amended 2018.

Ariz. Rev. Stat. § 33-1321 (2019)

Arizona, Tenant Screening

A person who knowingly refuses to rent to any other person a place to be used for a dwelling for the reason that the other person has a child or children, or who advertises in connection with the rental a restriction against children, either by the display of a sign, placard, or written or printed notice, or by publication thereof in a newspaper of general circulation, is guilty of a petty offense.

Exception: The above provision may not apply when renting to someone with children would violate a valid restrictive covenant or reasonable occupancy limitations, or when the property meets the definition of housing for older persons.

A person whose rights under this section have been violated may bring a civil action against a person who violates this section for all of the following:

- injunctive or declaratory relief to correct the violation;
- actual damages sustained by the tenant or prospective tenant;
- a civil penalty of three times the monthly rent of the housing accommodation involved in the violation, if the violation is determined to be intentional; and
- court costs and reasonable attorneys' fees.

History unavailable.

Ariz. Rev. § Stat. 33-1317 (2019)

State Fair Housing Requirements

It is unlawful to:

- refuse to rent after a bona fide offer has been made or refuse to negotiate for the rental of or otherwise make unavailable or deny a dwelling to any person because of race, color, religion, sex, familial status, or national origin;

- discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in providing services or facilities in connection with the rental, because of race, color, religion, sex, familial status, or national origin;

- make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin, or an intention to make such a preference, limitation, or discrimination;

- represent to any person because of race, color, religion, sex, disability, familial status, or national origin that a dwelling is not available for inspection for rental if the dwelling is available for inspection; or

- induce or attempt to induce a person to rent a dwelling by representations regarding the entry or prospective entry into a neighborhood of a person of a particular race, color, religion, sex, disability, familial status, or national origin.

Note: These provisions do not prohibit discrimination against a person because the person has been convicted under state or federal law of the illegal manufacture or distribution of a controlled substance.

Exception: The above proscriptions do not apply to:

- the rental of a single-family house rented by an owner, under certain delineated circumstances;

- the rental of rooms or units in a dwelling containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner maintains and occupies one of the living quarters as the owner's residence; or

- housing for older persons.

History unavailable.

Ariz. Rev. Stat. §§ 41-1491.02, .04, .14, .15, .16, .17 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located.

Arkansas

Arkansas, Condition of Rental Property

Habitability Requirements

In Arkansas, the tenant takes the rental property "as is" and is responsible for maintaining it in a habitable condition. The tenant, not the landlord, must:

- comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

- keep the dwelling unit and that part of the premises that he or she uses reasonably safe and reasonably clean;

- dispose from his or her dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

- keep all plumbing fixtures in the dwelling unit or used by the tenant reasonably clean;

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

- not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the tenant; and

- conduct himself or herself and require other persons on the premises with the tenant's permission or who are allowed access to the premises by the tenant to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the premises.

If there is noncompliance with these requirements by the tenant materially affecting health and safety that may be remedied by repair, replacement of a damaged item, or cleaning, and the tenant fails to comply as promptly as conditions require in case of emergency or within 14 days after written notice by the landlord specifying the noncompliance and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner.

Note: In such cases the tenant must reimburse the landlord for the cost of the work. The landlord may also have the option of terminating the rental agreement.

Section 18-17-601 enacted 2007; § 18-17-702 last amended 2009.

Ark. Code Ann. §§ 18-17-601, -702 (LexisNexis 2019)

Provision of Essential Services

As noted above, the tenant is responsible for maintaining the premises, including:

- complying with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

- disposing from his or her dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

- keeping all plumbing fixtures in the dwelling unit or used by the tenant reasonably clean; and

- using in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators in the premises.

Section 18-17-601 enacted 2007.

Ark. Code Ann. § 18-17-601 (LexisNexis 2019)

Repairs

As noted above, absent a provision in the lease to the contrary, the tenant is responsible for repairs to the premises. No landlord or agent or employee of a landlord is liable to a tenant or a tenant's licensee or invitee for death, personal injury, or property damage proximately caused by any defect or disrepair on the premises absent the landlord's:

- agreement supported by consideration or assumption by conduct of a duty to undertake an obligation to maintain or repair the leased premises; and

- failure to perform the agreement or assumed duty in a reasonable manner.

At the residential tenant's expense and with the landlord's prior consent, a landlord or a residential tenant other than a domestic abuse offender may change the locks to the residential tenant's residence. In such cases, the landlord or residential tenant must furnish the other a copy of the new key immediately after changing the locks or as soon after changing the locks as possible if either the landlord or residential tenant is unavailable.

Section 18-16-110 enacted 2005; § 18-16-112 amended 2009.

Ark. Code Ann. §§ 18-16-110, -112 (LexisNexis 2019)

Landlord's Right of Entry

A tenant may not unreasonably withhold consent to the landlord 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, investigate possible rule or lease violations, investigate possible criminal activity, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

Note: A tenant may not change locks on the dwelling unit without the permission of the landlord.

If the tenant refuses to allow lawful access, the landlord may:

- obtain injunctive relief in district court without posting bond to compel access; or

- terminate the rental agreement.

Note: In either case the landlord may recover actual damages and reasonable attorney's fees.

Sections 18-17-602, -705 enacted 2007.

Ark. Code Ann. §§ 18-17-602, -705 (LexisNexis 2019)

Arkansas, Property Management Licensing

Arkansas does not separately license property managers. However, the definition of real estate brokers and salespersons, for which a license is required, includes any individual expecting to act or acting for another for a fee, commission, or other consideration who:

- rents or leases real estate;
- offers to rent or lease real estate;
- negotiates, offers, attempts, or agrees to negotiate the rent or lease of real estate;
- lists, offers, attempts, or agrees to list real estate for lease;
- collects, offers, attempts, or agrees to collect rent for the use of real estate;
- advertises or holds himself or herself out as being engaged in the business of renting or leasing real estate;
- assists or directs in the procuring of prospects calculated to result in the lease or rental of real estate;
- assists or directs in the negotiation of any transaction calculated or intended to result in the lease or rental of real estate;

- engages in the business of charging an advance fee in connection with any contract whereby he or she undertakes to promote the lease of real estate either through its listing in a publication issued for such a purpose or for referral of information concerning the real estate to brokers, or both; or

- performs any of the above acts as an employee of or on behalf of the owner of, or any person who has an interest in, real estate

For details of the licensing qualifications for real estate brokers and salespersons, see **Licensing Requirements and Maintenance Annual Report—Arkansas**.

Amended 2017.

Ark. Code Ann. § 17-42-103 (LexisNexis 2019)

Registration/Licensing/Certification of Rental Properties

Arkansas does not have a state-level requirement that rental properties be registered, licensed, or certified by a state regulatory agency, but local communities may impose their own requirements (*see, e.g.*, the City of Springdale's notice regarding registration forms).

Arkansas, Reasonable Accommodation

A person may not discriminate in the rental or otherwise make unavailable or deny a dwelling to a renter because of a disability of:

- that buyer or renter;

- a person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or

- a person associated with that buyer or renter.

A person may not discriminate against any person in the terms, conditions, or privileges of rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability of:

- that buyer or renter;

- a person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or

- a person associated with that buyer or renter.

For purposes of these provisions, "discrimination" includes:

- a refusal to permit, at the expense of the person with the disability, reasonable modifications of existing premises occupied or to be occupied by the person with the disability if the modifications may be necessary to afford the person with the disability full enjoyment of the premises;

  Exception: Where reasonable to do so, an owner may reasonably condition permission for modifications upon the agreement of the person with the disability to restore the premises to its condition as it existed prior to modification, reasonable wear and tear excepted. The owner may also reasonably condition the permission on the person with a disability's providing to the owner a reasonable description of the proposed modifications and reasonable assurance that all work will be done in a professional manner, all required permits for the work timely obtained, and all work timely paid for.

- a refusal to make reasonable accommodations in rules, policies, practices, or services, when the accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling, including public and common use areas; and

- in connection with the design and construction of covered multifamily dwellings for first occupancy after February 1, 2004, a failure to design and construct those dwellings in a manner that:

- makes the public use and common use portions of the dwellings readily accessible to and usable by persons with a disability;

- makes all the doors designed to allow passage into and within all premises within the dwellings sufficiently wide to allow passage by persons in wheelchairs; and

- makes all premises within the dwellings contain the following features of adaptive design:

    - an accessible route into and through the dwelling;

    - light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

    - reinforcements in bathroom walls to allow later installations of grab bars; and

    - usable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.

Note: Compliance with the appropriate requirements of the American National Standard Institute, as in effect January 1, 2001, for buildings and facilities providing accessibility and usability for persons with a physical disability, commonly cited as ANSI A 117.1, suffices to satisfy the above requirements.

Exception: Nothing in this subchapter requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

Exception: Section 16-123-314 does not apply to a single-family house rented by an owner or rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner actually maintains and occupies one of the living quarters as his or her residence and if:

the owner does not own more than three single-family houses at any one time;

a bona fide private individual owner does not own any interest in, nor is there owned or reserved on the owner's behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of more than three single-family houses at any one time; and

the house is rented without the services of any real estate broker, agent, or salesperson; and without the publication, posting, or mailing, after notice, of any advertisement or written notice in violation of § 16-123-311.

Sections enacted 2001.

Ark. Code Ann. § 16-123-306, -314 (LexisNexis 2019)

Arkansas, Remedies for Failure to Pay

Any person who rents any dwelling house or other building or any land situated in Arkansas and who refuses or fails to pay the rent when due according to contract must at once forfeit all right to occupy the dwelling house or other building or land.

If, after 10 days' notice in writing has been given by the landlord or the landlord's agent or attorney to the tenant to vacate the dwelling house or other building or land, the tenant willfully refuses to vacate and surrender the possession of the premises to the landlord or the landlord's agent or attorney, the tenant is guilty of a misdemeanor.

Upon conviction before any justice of the peace or other court of competent jurisdiction in the county where the premises are situated, the tenant will be fined $25.00 per day for each day that the tenant fails to vacate the premises.

Any tenant charged with refusal to vacate upon notice who enters a plea of not guilty to the charge of refusal to vacate upon notice and who continues to inhabit the premises after notice to vacate will be required to deposit into the registry of the court a sum equal to the amount of rent due on the premises. The rental payments must continue to be paid into the registry of the court during the pendency of the proceedings in accordance with the rental agreement between the landlord and the tenant, whether the agreement is written or oral.

If the tenant is found not guilty of refusal to vacate upon notice, the rental payments must be returned to the tenant. If the tenant is found guilty of refusal to vacate upon notice, the rental payment paid into the registry of the court must be paid over to the landlord by the court clerk.

Note: Any tenant who pleads guilty or nolo contendere to or is found guilty of refusal to vacate upon notice and has not paid the required rental payments into the registry of the court will be guilty of a Class B misdemeanor.

Section 18-16-101 amended 2017.

Ark. Code Ann. § 18-16-101 (LexisNexis 2019)

Recovery of Possession for Failure to Pay Rent

If rent is unpaid when due and the tenant fails to pay rent within five days from the date due, the landlord may terminate the rental agreement.

If the rental agreement is terminated, the landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorneys' fees.

If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession.

A landlord or his or her agent may also commence eviction proceedings against a tenant in a district court having jurisdiction over the eviction proceeding, when the tenant fails or refuses to pay the rent when due or when demanded. For residential rental agreements, nonpayment of rent within five days of the date due constitutes legal notice to the tenant that the landlord has the right to begin eviction proceedings under.

Note: A proceeding for eviction of the occupants of the premises does not preclude the owner or landlord from recovering monetary damages for rent, repairs, or any other incidental damages up to the date of eviction of the defendants and occupants from the premises in a civil action. A court granting relief in an eviction action may order, in addition to any other costs provided by law, the payment by the defendant or defendants to the plaintiff reasonable attorneys' fees and the costs of the action.

Further details of eviction proceedings are set forth in Ark. Code tit. 18, ch. 17, subch. 9.

In any action in which the landlord sues for possession and the tenant raises defenses or counterclaims, the tenant must pay the landlord all rent that becomes due after the issuance of a written order requiring the tenant to vacate or show cause as rent becomes due. The landlord must provide the tenant with a written receipt for each payment except when the tenant pays by check.

Upon appeal, it is sufficient to stay execution of a judgment for possession that the tenant sign a bond that he or she will pay to the landlord the amount of rent due, as determined by the court, as it becomes due periodically after the judgment was entered. If the tenant fails to make a payment within five days of the due date according to the bond and order staying execution, the clerk, upon application of the landlord, must issue a writ of possession.

Section 18-16-508 enacted 2009; §§ 18-17-701, -702, -706, -707, -901 amended 2009; §§ 18-17-703 to -705 enacted 2007.

Ark. Code Ann. §§ 18-16-508; 18-17-701 to -707; § 18-17-901 (LexisNexis 2019)

Abandonment of the Premises

No specifically relevant statutory provisions were found. The Arkansas Landlord/Tenant Handbook (Ark. Realtors® Ass'n 2004), a somewhat dated resource, states that a tenant must let the "landlord know when you are going to be out of town or away for a period of time. If possible, let them know how to contact you. If they notice you are gone, but haven't been informed ahead of time, they may think you have abandoned the property."

Waiver of Right to Terminate for Nonpayment

No specifically relevant statutory provisions were located.

Disposition of Tenant's Property

Upon the voluntary or involuntary termination of any lease agreement, all property left in and about the premises by the lessee may be considered abandoned and may be disposed of by the lessor as the lessor sees fit without recourse by the lessee.

All property placed on the premises by the tenant or lessee is subject to a lien in favor of the lessor for the payment of all sums agreed to be paid by the lessee.

Section 18-16-108 enacted 1987.

Ark. Code § 18-16-108 (LexisNexis 2019)

Security Deposits

A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of two months' periodic rent.

Within 60 days of termination of the tenancy, property or money held by the landlord as security must be returned to the tenant. However, the money may be applied to the payment of accrued unpaid rent and any damages that the landlord has suffered by reason of the tenant's noncompliance with the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant, together with the remainder of the amount due 60 days after termination of the tenancy and delivery of possession by the tenant.

Note: The landlord is deemed to have complied with this requirement by mailing via first class mail the written notice and any payment required to the last known address of the tenant.

If the letter containing the payment is returned to the landlord and the landlord is unable to locate the tenant after reasonable effort, the payment becomes the property of the landlord 180 days from the date the payment was mailed.

Note: If the landlord fails to comply with the above requirements regarding security deposits and property held by the landlord, the tenant may recover the property and money due him or her, damages in an amount equal to two times the amount wrongfully withheld, costs, and reasonable attorneys' fees.

Exception: The landlord is liable only for costs and the sum erroneously withheld if the landlord shows by the preponderance of the evidence that his or her noncompliance resulted from an error that occurred despite the existence of procedures reasonably designed to avoid such errors, or was based on a good faith dispute as to the amount due.

Sections 18-16-304, -306 enacted 1979; § 18-16-305 last amended 2009.

Ark. Code Ann. §§ 18-16-304 to -306 (LexisNexis 2019)

Arkansas, Tenant Screening

State Fair Housing Requirements

A person engaging in a real estate transaction, or a real estate broker or salesman, may not on the basis of religion, race, color, national origin, sex, disability, or familial status of a person or a person residing with that person:

- refuse to engage in a real estate transaction with a person;

- discriminate against a person in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith;

- refuse to receive from a person or transmit to a person a bona fide offer to engage in a real estate transaction;

- refuse to negotiate for a real estate transaction with a person;

- represent to a person that real property is not available for inspection, rental, or lease when in fact it is so available, or knowingly fail to bring a property listing to a person's attention, or refuse to permit a person to inspect real property;

- make, print, or publish or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin or an intention to make any such preference, limitation, or discrimination; or

- offer, solicit, accept, use, or retain a listing of real property with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith.

Exception: These proscriptions do not apply to:

- the rental of a housing accommodation in a building that contains housing accommodations for not more than two families living independently of each other if the

owner or a member of the owner's immediate family resides in one of the housing accommodations, or to the rental of a room or rooms in a single family dwelling by a person if the lessor or a member of the lessor's immediate family resides therein; or

- the rental of a housing accommodation for not more than 12 months by the owner or lessor where it was occupied by him and maintained as his home for at least three months immediately preceding occupancy by the tenant and is temporarily vacated while maintaining legal residence.

Section 16-123-204 enacted 1995.

Ark. Code Ann. § 16-123-204 (LexisNexis 2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located.

California

California, Condition of Rental Property

Habitability Requirements

In the absence of an agreement to the contrary, a lessor of a residential building must put it into a condition fir for habitation and repair all subsequent "dilapidations" which render it untenantable.

A dwelling is deemed untenantable if it "substantially lacks any of the following affirmative standard characteristics":

- effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors;

- plumbing or gas facilities that when installed conformed to applicable law, maintained in good working order;

- a water supply approved under applicable law that is under the tenant's control , capable of producing hot and cold running water, or a system that is under the landlord's control, that produces hot and cold running water, furnished to appropriate fixtures, and connected to an approved sewage disposal system;

- heating facilities that when installed conformed to applicable law, maintained in good working order;

- electrical lighting, with wiring and electrical equipment that when installed conformed with applicable law, maintained in good working order;

- building, grounds, and appurtenances at the time of the commencement of the rental agreement, and all areas under landlord's control, kept clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin; and

- floors, stairways and railings maintained in good repair.

Section 1941.1 amended 2012; § 1941.2 amended 1979.

Cal. Civ. Code §§ 1941.1, .2 (2019)

Provision of Essential Services

A landlord must, unless otherwise agreed, provide an adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time the rental agreement commences, "with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control."

A landlord may not, with intent to terminate an occupancy under any lease of property used by a tenant as his residence, willfully cause, directly or indirectly, the interruption or termination of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration, regardless of whether the service is under the landlord's control. A landlord who violates this prohibition is liable to the tenant for actual damages and up to $100 for each day the landlord remains in violation.

A landlord of a building intended for human habitation must:

- install and maintain an operable dead bolt lock on each main swinging entry door of a dwelling unit;

- install and maintain operable window security or locking devices for windows that are designed to open, excluding louvered windows, casement windows and all windows more than 12 feet vertically or six feet horizontally form the ground, roof or any other platform; and

- in multifamily developments, install locking mechanisms on exterior doors that provide ingress or egress to common areas with access to dwelling units.

If a tenant or a household member is the victim of domestic abuse, sexual assault or stalking and has obtained a court order or copy of a police report related to the event, such person is a "protected tenant," and the landlord must, upon written request of the protected tenant, change the locks of the tenant's dwelling unit within 24 hours of receiving a copy of the court order or police report and must give the tenant a key to the new locks. The protected tenant may change the locks if the landlord fails to do so within 24 hours, provided the tenant:

- changes the locks in a workmanlike manner with locks similar to or of greater quality than the original lock;

- notifies the landlord within 24 hours that locks have been changed; and

- gives the landlord a key.

A lessor of a residential building must install at least one usable phone jack and is responsible for placing and maintaining the inside phone wiring in good working order.

Section 789.3 amended 1979; § 1941.4 amended 2013; §§ 1941.5, .6 enacted 2010; § 1941.3 enacted 1997.

Cal. Civ. Code §§ 789.3; 1941.1, .3–.6 (2019)

Repairs

A landlord need not repair a dilapidation to the rental premises if the tenant is in substantial violation of any of the following affirmative obligations if the violation contributes to the existence of the dilapidation or interferes with the landlord's duty to repair:

- to keep the part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits;

- to dispose all rubbish, garbage and other waste from the unit, in a clean and sanitary manner;

- to properly use all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;

- not to permit any person on the premises with his permission to willfully destroy, deface, damage or remove any part of the structure or dwelling unit or the facilities, equipment or appurtenances thereto, nor do so himself;

- to occupy the premises as his abode, using portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be so used.

If within a reasonable time after written or oral notice to the landlord of dilapidations rendering the premises untenantable which the landlord ought to repair, the landlord fails to do so, the tenant may:

- repair the condition himself where the cost of such repairs does not exceed one month's rent and deduct the expenses of such repairs from the rent when due; or

- vacate the premises, in which case the tenant is discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises.

This remedy is not available to the tenant more than twice in any 12-month period. If a tenant acts to repair and deduct after the 30th day following notice, he is rebuttably presumed to have acted after a reasonable time.

Sections amended 1979.

Cal. Civ. Code §§ 1941.2, 1942 (2019)

Landlord's Right of Entry

A landlord may enter the dwelling unit only:

- in case of emergency;

- to:

- make necessary or agreed repairs, decorations, alterations or improvements;

- supply necessary or agreed services;

- show the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors;

- make an inspection;

- when the tenant has abandoned or surrendered the premises; or

- pursuant to court order.

Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry must be made during normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

Unless otherwise permitted by law, the landlord must give the tenant reasonable notice in writing of his or her intent to enter. In absence of evidence to the contrary, 24 hours is presumed to be reasonable notice. Landlord may not abuse the right of access or use it to harass a tenant.

If the entry is to show the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally. In the absence of evidence to the contrary, 24 hours is presumed reasonable notice. At the time of entry, the landlord must leave written evidence of the entry inside the unit.

The tenant and landlord may agree orally to an entry to make agreed repairs or supply agreed services. Entry must be within one week of the agreement.

No notice of entry is required:

- to respond to an emergency;
- if the tenant is present and consents to the entry at the time of entry; or
- after the tenant has abandoned or surrendered the unit.

Amended 2018.

Cal. Civ. Code § 1954 (2019)

California, Property Management Licensing

California does not separately license real estate managers.

However, any person, who, for compensation "[l]eases or rents or offers to lease or rent, or places for rent, or solicits listings of places for rent, or solicits for prospective tenants, or negotiates the sale, purchase or exchanges of leases on real property, . . . collects rents from real property, or improvements thereon . . ." is deemed a real estate broker and must be licensed as a real estate salesperson by the California Real Estate Commissioner. For details of the qualifications for licensure, see **Licensing Requirements and Maintenance Annual Report—California**.

Exceptions: The licensing provisions do not apply to:

- the resident manager of an apartment building, apartment complex or court, or to the manager's employees; or
- any person, other than a resident manager or his employees, who is the employee of the property management firm retained to manage a residential apartment building, complex or court who is performing under the supervision and control of a broker or record who is an

employee of the property management firm or a salesperson licensed to the broker who meets certain minimum regulatory requirements, and who:

- shows rental units and common areas to prospective tenant;
- provides or accepts preprinted rental applications, or responds to inquiries from a prospective tenant concerning the completion of the application;
- accepts deposits or fees for credit checks or administrative costs and accepts security deposits and rents;
- provides information about rental rates and other terms and provisions of a lease or rental agreement, as set out in a schedule provided by an employer; or
- accepts signed leases and rental agreements from prospective tenants.

Note: A broker or salesperson must exercise reasonable supervision and control over the activities of nonlicensed persons performing these functions.

Section 10131 amended 2018; § 10131.01 amended 2012.

Cal. Bus. & Prof. Code §§ 10131, 10131.01 (2019)

Registration/Licensing/Certification of Rental Properties

California does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

California, Reasonable Accommodation

Unlawful discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy residential real property;

- in connection with a "covered multifamily dwelling," failure to design and construct the dwelling so that it has at least one building entrance on an accessible route, unless the terrain or unusual site characteristics make it impracticable to do so, and failure to design and construct a covered multifamily dwelling with such a building entrance in a manner that:

    - makes the common-use and public-use areas of the residential real property readily accessible to and usable by a person with a disability;

    - provides that all doors into and within the all premises within the covered multifamily dwelling are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the covered multifamily dwelling contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

Note: "Covered multifamily dwelling" means: (a) a building with four or more condominium or at least three rental apartment dwelling units if the building has one or more elevators; and (b) ground-floor units in buildings that consist of at least four condominium dwelling units or at least three rental apartment dwelling units if the building does not have an elevator.

"Discrimination" includes "a failure to design and construct 10 percent of the multistory dwelling units in buildings without an elevator that consist of at least four condominium dwelling units or at

least three rental apartment dwelling units in a manner that incorporates an accessible route to the primary entry level entrance" and that meets the above-described requirements with respect to the ground floor, at least one bathroom on the primary entry level and the public and common areas.

Any person aggrieved by an alleged violation of the above provisions may file a complaint with the California Department of Fair Employment and Housing within one year after the date the alleged violation occurred or terminated. If a violation is not eliminated through conference, conciliation, mediation or persuasion the Director will bring an action in the name of the Department on behalf of the aggrieved person as a real party in interest; any aggrieved person may intervene as a matter of right.

An aggrieved person may also commence a civil action not later than two years after the occurrence or termination of an alleged discriminatory housing practice to obtain appropriate relief. However, an aggrieved person may not commence such a suit if the alleged discriminatory housing practice forms the basis of a civil action brought by the Department.

In a civil action, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award the plaintiff actual and punitive damages, grant temporary or permanent injunctive relief or order other relief it deems appropriate.

Section 12927 amended 2010; § 12955 amended 2011; § 12955.1, .1.1 amended 2003; § 12955.2 amended 1992; § 12955.4 enacted 1992; § 12955.9 enacted 1993; § 12980, 12981, 12989.1, 12989.2 amended 2012.

Cal. Gov't Code §§ 12927, 12955; 12955.1, .1.1, .2, .4, .9; 12980; 12989.1, 12989.2 (2019)

California, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A tenant of real property is guilty of unlawful detainer if he or she continues in possession without the landlord's permission after default in payment of rent and three days' written notice, excluding Saturdays and Sundays and other judicial holidays, requiring its payment, which notice must state the amount due, the name, address and telephone of the person to whom payment should be made, and if payment may be made personally, the usual days and hours the person is available to

accept payment. The notice may be served, pursuant to Cal. Civ. Proc. Code § 1162, any time within one year after the rent becomes due.

If the court or jury finds in favor of the landlord in an unlawful detainer proceeding, judgment must be entered for possession of the premises and declare a forfeiture of the lease or rental agreement if the landlord's notice states the landlord's election to declare a forfeiture.

If the lease or agreement under which the rent is payable has not expired, and the landlord's notice does not state the landlord's election to declare the forfeiture thereof, "the court may, and, if the lease or agreement is in writing, is for a term of more than one year, and does not contain a forfeiture clause, shall order that a writ shall not be issued to enforce the judgment until the expiration of five days after the entry of the judgment, within which time the tenant, or any subtenant, or any mortgagee of the term, or any other party interested in its continuance, may pay into the court, for the landlord, the amount found due as rent, with interest thereon, and the amount of the damages found by the jury or the court for the unlawful detainer, and the costs of the proceedings, and thereupon the judgment shall be satisfied and the tenant be restored to the tenant's estate." In all other cases the judgment may be enforced immediately.

If the tenant has raised as an affirmative defense a breach of the landlord's statutory obligations to maintain the premises or of any warranty of habitability, and the court finds that a substantial breach has occurred, the court:

- must determine the reasonable rental value of the premises in its untenantable state to the date of trial;

- must deny possession to the landlord and hold the tenant to be the prevailing party, conditioned upon the tenant's payment of the rent that has accrued to the date of trial as adjusted by the court within a reasonable period of time not exceeding five days, from the date of the court's judgment;

- may order the landlord to make repairs and correct the conditions which constitute a breach;

- must order that the monthly rent be limited to the reasonable rental value of the premises as determined pursuant to this subdivision until repairs are completed; and

- must award the tenant costs and attorney fees if provided by, and pursuant to, any statute or the parties' contract.

The court must, however, award possession of the premises to the landlord if the tenant fails to pay all rent accrued to the date of trial, as determined due in the judgment, within the period prescribed by the court.

Section 1161 amended 2018; § 1161.5 enacted 1984; § 1162 amended 2010; §§ 1174, 1174.2 amended 1993.

Cal. Civ. Proc. Code §§ 1161, 1161.5, 1162, 1174, 1174.2 (2019)

Abandonment of the Premises

Real property is deemed abandoned, and the lease is terminated, if the lessor gives written notice of his belief of abandonment and the lessee fails to give the landlord notice before the termination date specified in the lessor's notice, stating that he does not intend to abandon the property and giving an address at which the lessee may be served in any unlawful detainer action.

A landlord may give a notice of belief of abandonment, in substantially the same form as set forth in Cal. Civ. Code § 1951.3, only when the rent on the property is in arrears for at least 14 consecutive days and the lessor reasonably believes the landlord has abandoned the property. The termination date specified in the notice may not be less than 15 days after the notice is served personally or, if mailed, not less than 18 days after deposit in the mail.

The following remedy is available only if the lease provides for it. Even though a lessee of real property has breached the lease and abandoned the property, the lease continues in effect for so long as the lessor does not terminate the lessee's right to possession. The lessor may enforce all his rights under the lease, including the right to recover the rent as it becomes due, if any of the following conditions is satisfied:

- the lease permits the lessee, or does not restrict the lessee's right, to sublet the property and/or assign the lessee's interest in the lease;

- the lease permits the lessee to sublet the property and/or assign the lessee's interest in the lease, subject to express standards or conditions which are reasonable at the time the lease is executed, and the lessor does not require compliance with any standard or condition that has become unreasonable at the time the lessee seeks to sublet or assign; or

- the lease permits the lessee to sublet the property and/or assign the lessee's interest in the lease with the consent of the lessor, and the lease provides that the consent shall not be unreasonably withheld, or the lease includes a standard implied by law that consent shall not be unreasonably withheld.

Section 1951.3 amended 2018; § 1951.4 amended 1991.

Cal. Civ. Code §§ 1951.3, .4 (2019)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

Disposition of Property Upon Tenant's Request

A residential landlord may not refuse to surrender to tenant any personal property not owned by the landlord which has been left on the premises after the tenant has vacated the and the return of which has been requested by the tenant if all of the following occur:

- the tenant requests in writing within 18 days of vacating the premises, the surrender of the personal property and the request includes a description of the personal property and specifies the tenant's mailing address;

- the landlord has control or possession of the tenant’s personal property at the time the request is received;

- the tenant, prior to the surrender of the by the landlord and upon the landlord's written demand, tenders payment of all reasonable costs associated with the landlord’s removal and storage of the property; and

- the tenant agrees to claim and remove the personal property at a mutually agreed reasonable time, but not later than 72 hours after the tenant's tender or payment.

The landlord’s demand for payment of reasonable costs must be in writing and either be mailed to the tenant at the address provided by the tenant or personally presented to the tenant within five days after the actual receipt of the tenant’s request for surrender of the personal property, unless the property is returned first. The demand must itemize all charges, specifying the nature and amount of each item of cost.
“Reasonable costs associated with the landlord’s removal and storage of the personal property” include, but are not limited to:

- "[r]easonable costs actually incurred, or the reasonable value of labor actually provided, or both, in removing the personal property from its original location to the place of storage, including disassembly and transportation"; and

- "[r]easonable storage costs actually incurred, which shall not exceed the fair rental value of the space reasonably required for the storage of the personal property."

If a landlord retains personal property in violation these provisions, he is liable to the tenant in a civil action for:

- actual damages not to exceed the value of the personal property, if the property is not surrendered by the later of either of the following:
    - within a reasonable time after the tenant's request for surrender of the personal property; or
    - if the landlord has demanded payment of reasonable costs and the tenant has complied with the requirements to tender payment and agree to remove the property, whichever is later;
- up to $250 for each bad-faith violation;
- reasonable attorney fees and costs as awarded by the court.

Disposition of Tenant's Property at Termination of Tenancy

If personal property remains on the premises after termination of a tenancy and the tenant has vacated, the landlord must give written notice to the tenant and to any other person he reasonably believes to be the owner of the property. A form of notice to tenants is set forth in Cal. Civ. Code § 1984; the form to be sent to other persons is set forth in Cal. Civ. Code § 1985.

The notice must describe the property in a manner reasonably adequate to permit the owner of the property to identify it. The notice may describe the property in whole or in part, but the statutory limitation of liability does not protect the landlord from any liability arising from the disposition of property not described in the notice, except that a container which is locked, fastened, or tied in a manner which deters immediate access to its contents may be described as such without describing its contents. The notice must advise the person notified that reasonable storage costs may be

charged before the property is returned, where the property may be claimed, and the date before which the claim must be made. The specified date must be not less than 15 days after the notice is personally delivered or not less than 18 days after the notice is deposited in the mail.

The property may be left on the vacated premises or stored by the landlord until released or disposed of. The landlord must release the property if the tenant or other person believed to be the owner pays the reasonable storage costs and takes possession not later than the date specified in the notice. If the property is not released, and the notice states that it will be sold at public sale, the property must be released if claimed before it is sold and reasonable storage, advertising and sale costs are paid by the tenant prior to the time the property is withdrawn from sale.

If the property remained in the dwelling and the former tenant or other person believed to be the owner reclaims it within two days of vacating the premises, the landlord must release it without requiring payment of storage costs.

If the property is not released, it must be sold at public sale, provided that if the landlord reasonably believes the total resale value of the property is less than $700, the landlord may retain it for his or her own use or dispose of it in any manner. Notice of the time and place of the sale must be given by publication. After deducting the costs of storage, advertising and sale, any balance not claimed by the tenant or other person believed to own the property must be paid into the county treasury, which balance the tenant or other owner may claim within one year.

Section 1965 enacted 1988; §§ 1983, 1987, 1988, 1990 amended 2012; §§ 1986, 1989 enacted 1974.

Cal. Civ. Code §§ 1965, 1983, 1986—1890 (2019)

Security Deposits

"Security" is any payment, fee, deposit or charge imposed at the commencement of a tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or imposed as advance payment of rent, to be used for any purpose, including:

- to compensate the landlord for a tenant's default in payment of rent;

- repairing damages to the premises, except normal wear and tear, caused by the tenant or a tenant's guest or licensee;

- cleaning of the premises after termination of the tenancy; and

- if authorized by the rental agreement, to remedy future defaults by the tenant in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear.

The landlord's claims on the security may not exceed the amounts reasonably necessary for the above purposes, and a claim may not be asserted for damages or any defective condition that preexisted the tenancy, or for ordinary wear and tear.

A landlord may not demand security in excess of two months' rent for an unfurnished residential property, or three months' rent for a furnished residential property. However, a landlord may not demand security from a service member who rents residential property in which the service member will reside in an amount in excess of an one months' rent, in the case of unfurnished residential property, or in excess of two months' rent, in the case of furnished residential property, provided this reduced security amount does not apply if the service-member tenant has a history of poor credit or of causing damage to the rental property or its furnishings.

Within a reasonable time after notice of either party's intention to terminate the tenancy, or before the lease term expires, the landlord must notify the tenant in writing of his or her option to request an initial inspection at which he or she may be present. Not earlier than two weeks before the termination of the tenancy or expiration of the lease, the landlord must, upon the tenant's request, make an initial inspection prior to the landlord's final inspection after the tenant vacates. If the tenant requests an initial inspection, the landlord must give at least 48 hours' prior written notice of the date and time of the inspection. The notice must contain the statutory language set forth in Cal. Civ. Code § 1950.5(f)(1).

Based on the initial inspection the landlord must give the tenant an itemization specifying repairs and cleaning that are proposed deductions from the security the landlord intends to make. The

notification must also contain the language set forth in Cal. Civ. Code § 1950.5(b). The tenant may remedy any of the listed deficiencies until termination of the tenancy.

No later than 21 calendar days after the tenant vacates, but not earlier than the time that either the landlord or tenant provides a notice to terminate the tenancy, or not earlier than 60 calendar days before a fixed-term lease expires, the landlord must furnish the tenant an itemized statement of the basis for, and the amount of, any security received and its disposition, and return any balance of the security to the tenant. Copies of documents, such as bills, invoices and receipts, showing charges incurred and deducted by the landlord must accompany the statement.

The bad faith claim or retention of the security in whole or in part may subject the landlord to statutory damages of up to twice the amount of damages, in addition to actual damages.

Amended 2019.

Cal. Civ. Code § 1950.5 (2019)

California, Tenant Screening

State Fair Housing Requirements

It is unlawful for the owner of any housing accommodation to:

- discriminate against or harass any person because of that person's race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information; or

- make or cause to be made any written or oral inquiry regarding the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status. or genetic information of any person seeking to rent or lease any housing accommodation.

  Note: "Familial status means one or more individuals under 18 years of age who reside with a parent, another person with care and legal custody of that individual, a person who has been

given care and custody of that individual by a state or local governmental agency that is responsible for the welfare of children, or the designee of that parent or other person with legal custody of any individual under 18 years of age by written consent of the parent or designated custodian. The protections afforded by this part against discrimination on the basis of familial status also apply to any individual who is pregnant, who is in the process of securing legal custody of any individual under 18 years of age, or who is in the process of being given care and custody of any individual under 18 years of age by a state or local governmental agency responsible for the welfare of children."

It is also unlawful for any person to:

- make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a housing accommodation that indicates any preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information or an intention to make such preference, limitation, or discrimination; or

- otherwise make unavailable or deny a dwelling based on "discrimination" because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, national origin, familial status, source of income, disability, veteran or military status, or genetic information.

"Discrimination" includes:

- refusal to rent or lease housing accommodations;

- refusal to negotiate for the rental or lease of housing accommodations;

- representation that a housing accommodation is not available for inspection, sale, or rental when it is in fact available;

- any other denial or withholding of housing accommodations;

- provision of less favorable terms, conditions, privileges, facilities or services in connection with housing accommodations;

- harassment in connection with housing accommodations;

- the cancellation or termination of a rental agreement; and

- the provision of segregated or separated housing accommodations.

Note: "'[R]ace, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information' includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics."

Exceptions:

- Discrimination based on source of income does not include making a written or oral inquiry concerning the level or source of income.

- A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or society may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color or national origin.

- The provisions regarding discrimination based on familial status do not apply to "housing for older persons" as defined in Cal. Gov't Code 12955.9.

Any person aggrieved by an alleged violation of the above provisions may file a complaint with the California Department of Fair Employment and Housing within one year after the date the alleged violation occurred or terminated. If a violation is not eliminated through conference, conciliation, mediation or persuasion the Director will bring an action in the name of the Department on behalf of the aggrieved person as a real party in interest; any aggrieved person may intervene as a matter of right.

An aggrieved person may also commence a civil action not later than two years after the occurrence or termination of an alleged discriminatory housing practice to obtain appropriate relief. However, an aggrieved person may not commence such a suit if the alleged discriminatory housing practice forms the basis of a civil action brought by the Department.

In a civil action, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award the plaintiff actual and punitive damages, grant temporary or permanent injunctive relief or order other relief it deems appropriate.

Section 12927 amended 2019; § 12955 amended 2019; §§ 12955.1, .1.1 amended 2003; § 12955.2 amended 1992; § 12955.4 enacted 1992; § 12955.9 amended 2016; § 12980 amended 2017; §§ 12989.1, 12989.2 amended 2012.

Cal. Gov't Code §§ 12927, 12955; 12955.1, .1.1, .2, .4, .9; 12980; 12989.1, 12989.2 (2019)

Other Provisions Related to Tenant Screening

A landlord, or landlord's agent may not:

- inquire about the immigration or citizenship status of a tenant, prospective tenant, occupant or prospective occupant of residential real estate;

- require any tenant, prospective tenant, occupant or prospective occupant of a rental property to make a statement, representation or certification concerning his or her immigration or citizenship status; or

- disclose to any person or entity information regarding or relating to the immigration or citizenship status of any tenant, prospective tenant, occupant, or prospective occupant of the rental property for the purpose of, or with the intent of, harassing or intimidating such person, retaliating against a tenant or occupant for the exercise of his or her rights, influencing a tenant or occupant to vacate a dwelling, or recovering possession of the dwelling.

The above prohibitions do not prevent a landlord from complying with any federal law or requesting the information or documentation necessary to determine or verify the financial qualifications of a prospective tenant or to determine or verify the identity of a prospective tenant or occupant.

A person or corporation that owns, manages or provides services in connection with real property that allows animals on the premises may not:

- advertise the availability of property for occupancy in a manner designed to discourage application for occupancy because an applicant's animal has not been declawed or devocalized; or

- refuse to allow or negotiate the occupancy of real property, or otherwise make unavailable or deny occupancy because of a person's refusal to declaw or devocalize.

An owner may not refuse to rent a dwelling unit in a structure which received a valid certificate of occupancy after January 1, 1973 to an otherwise qualified prospective tenant solely on the basis of the tenant's possession of a waterbed or other bedding filled with liquid material, provided all the conditions of Cal. Civ. Code § 1940.5 are met.

A landlord who receives a request to rent a residential property from an applicant may charge an application screening fee to cover the costs of obtaining information about the applicant. The information obtained by the landlord may include, but is not limited to, personal reference checks and consumer credit reports produced by consumer credit reporting agencies.

The application screening fee may not exceed the actual out-of-pocket costs of gathering information concerning the applicant, including, but not limited to, the cost of using a tenant screening service or a consumer credit reporting service, and the reasonable value of time spent by the landlord, or his or her agent, in obtaining information on the applicant. In no event may the fee exceed $30 per applicant.

Unless the applicant agrees in writing, a landlord may not charge an application screening fee when he or she knows or should have known that no rental unit is available at that time or will be available within a reasonable period of time.

The landlord must provide the applicant with a receipt for the fee paid by the applicant, which receipt must itemize the out-of-pocket expenses and time spent by the landlord to obtain and process the information about the applicant.

If the landlord does not perform a personal reference check or does not obtain a consumer credit report, the landlord must return any portion of the screening fee that is not used an authorized purpose.

If an application screening fee has been paid by the applicant and if requested by the applicant, the landlord must provide a copy of the consumer credit report to the applicant who is the subject of that report.

Section 1942.7 amended 2012; § 1940.3 amended 2017; § 1940.5 amended 1996; § 1950.6 enacted 1996.

Cal. Civ. Code §§ 1940.3, 1940.5, 1942.7, 1950.6 (2019)

Colorado

Colorado, Condition of Rental Property

Habitability Requirements

"In every rental agreement, the landlord is deemed to warrant that the residential premises is fit for human habitation" which warranty is breached if:

- a residential premises is uninhabitable as described in § 38-12-505 or otherwise unfit for human habitation, or in a condition that materially interferes with the tenant's life, health, or safety; and

- the landlord has received reasonably complete written or electronic notice of such condition and failed to commence remedial action by employing reasonable efforts within 24 hours after receiving notice of a condition that materially interferes with the tenant's life, health or safety, or within 96 hours where the condition renders the premises uninhabitable and the tenant has included with the notice permission to the landlord to enter the premises.

A landlord who receives such notice must respond to the tenant not more than 24 hours after receiving the notice, indicating the landlord's intentions for remedying the condition, including an estimate of when the remediation will commence and when it will be completed. If the notice concerns a condition that that materially interferes with the tenant's life, health, or safety, the landlord, at the request of the tenant, must provide the tenant a comparable dwelling unit, or a hotel room,, as selected by the landlord, at no expense or cost to the tenant. "A landlord is not required to pay for any other expenses of a tenant that arise after the relocation period. A tenant continues to be responsible for payment of rent under the rental agreement during the period of any temporary relocation and for the remainder of the term of the rental agreement following the remediation."

"In a case in which a residential premises has mold that is associated with dampness, or there is any other condition causing the residential premises to be damp, which condition, if not remedied, would materially interfere with the life, health, or safety of a tenant, a landlord breaches the warranty of habitability if the landlord fails:"

- within 96 hours after receiving notice of the condition, "to mitigate immediate risk from mold by installing a containment, stopping active sources of water to the mold, and installing a high-efficiency particulate air filtration device to reduce tenants' exposure to mold;" and

- to maintain such containment until the following remedial actions are executed, within a reasonable amount of time, to remove the health risks posed:
    - establish appropriate protections for workers and occupants;
    - eliminate or limit moisture sources and dry all materials;
    - decontaminate or remove damaged materials;
    - evaluate whether the premises are successfully remediated; and
    - "reassemble the premises to control sources of moisture and nutrients and thereby prevent or limit the recurrence of mold."

Exception: When any condition is caused by the misconduct of the tenant, a member of the tenant's household, a guest or invitee of the tenant, or a person under the tenant's direction or control, the condition does not constitute a breach of the warranty of habitability.

See Colo. Rev. Stat. §§ 38-12-1001 to -1007 regarding a landlord's obligations upon receiving notice from a tenant of the presence of bedbugs.

If the landlord breaches the warranty of habitability the tenant may:

- terminate the rental agreement between 10 to 30 days after the tenant gave the landlord written notice specifying the inhabitable condition, provided that the landlord did not cure the condition within five business days from receiving the written notice;

- obtain injunctive relief for the breach; or

- recover damages directly arising from the breach.

If the rental agreement provides for either party to obtain reasonable attorney fees and costs in a court action, then the prevailing party is entitled to recover the appropriate fees. The tenant cannot prevail in an action for breach of the warranty of habitability if the tenant's actions or inactions prevented the landlord from curing the inhabitable condition.

A landlord may terminate a rental agreement as a result of a casualty or catastrophe to the dwelling unit without further liability.

Amended 2019.

Colo. Rev. Stat. §§ 38-12-503, -507, -508 (LexisNexis 2020)

Provision of Essential Services

Residential premises are uninhabitable if they lack:

- waterproofing and weather protection of the roof, exterior walls in good working order, or unbroken windows;
- plumbing or gas facilities conforming to applicable law when installed;
- running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system;
- functioning heating facilities or electrical in good working order;
- functioning appliances that conformed to applicable law at the time of installation and that are maintained in good working order;
- floors, stairways and railings maintained in good repair;
- locks on all exterior doors;
- common areas that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage;
- appropriate extermination of reported infestation of rodents or vermin; or
- an adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair.

A landlord must permit a tenant to install a level 1 or 2 electric vehicle charging system, subject to the conditions set forth in Colo. Rev. Stat. § 38-12-601.

See Colo. Rev. Stat. § 38-45-104 regarding the provision of carbon monoxide alarms in rental properties.

Section 38-12-505 amended 2019, § 38-12-601 enacted 2013.

Colo. Rev. Stat. §§ 38-12-505, -601 (LexisNexis 2020)

Repairs

For a single-family residence premises for which a landlord does not receive a governmental subsidy, a landlord and tenant may agree in writing that the tenant is to perform specific repairs, maintenance tasks, alterations, and remodeling necessary to comply with § 38-12-503, subject to the following requirements:

- the agreement of the landlord and tenant is entered into in good faith and is set forth in a writing separate from the rental agreement, signed by the parties, and supported by adequate consideration; and

- the tenant has the requisite skills to perform the work required to comply with § 38-12-503(1).

A tenant may deduct from one or more rent payments the cost of repairing or remedying a condition that is the basis of a breach of the warranty of habitability, if the tenant provides notice of the condition to the landlord as described in § 38-12-503 and the landlord fails to:

commence remedial action by employing reasonable efforts within the applicable period described in § 38-12-503(2)(b) or complete the actions described in § 38-12-503 (2.2).

At least 10 days before deducting costs from a rent payment, a tenant must provide the landlord with written or electronic notice of the tenant's intent to do so. Thereafter, the landlord has four business days to obtain one or more good-faith estimates of such costs in addition to any estimate that the tenant included in the notice. "If the landlord prefers to repair or remedy the condition by hiring a professional other than a professional who prepared an estimate for the tenant, the landlord shall share the preferred professional's estimate with the tenant and shall commence work to repair or remedy the condition as soon as reasonably possible." If the landlord does not obtain

any additional estimates within the four days, "the tenant may proceed to deduct costs from one or more rent payments, based on the estimate acquired by the tenant, until the entire amount of the estimate is deducted."

A tenant who deducts costs may not repair or remedy the condition but must hire "a professional who is unrelated to the tenant, is trained to perform the work for which the estimate is being prepared, and complies with all licensing, certification, or registration requirements of this state that apply to the performance of the work." A tenant may not deduct costs from rent payments if the condition that is the basis for the alleged breach of the warranty of habitability is caused by the misconduct of the tenant, a member of the tenant's household, a guest or invitee if the tenant, or a person under the tenant's direction or control; except that this restriction does not apply if the tenant is a victim of, and the condition is the result of, domestic violence; domestic abuse; unlawful sexual behavior, as described in § 16-22-102(9), or stalking. and
the landlord has been given written or electronic notice and evidence of thereof.

If the landlord does not make necessary repairs for hazardous conditions relating to gas within 72 hours, the tenant may vacate the premises. After the tenant vacates, the lease or other agreement between the landlord and tenant becomes null and void. The landlord must return the portion of the security deposit to which the tenant is entitled, as well as any rent rebated owed, within 72 hours after the tenant vacated the premises. If the landlord retains any portion of the security deposit the landlord must provide a written statement to the tenant.

Section 38-12-506 amended 2019; § 38-12-104 enacted 1991; § 38-12-507 amended 2019.

Colo. Rev. Stat. §§ 38-12-104, -506, -507 (LexisNexis 2020)

Landlord's Right of Entry

No relevant provisions were located.

Colorado, Property Management Licensing

Colorado does not separately license real estate managers.

However, any person or entity who, "in consideration of compensation . . . or with the intention of receiving or collecting such compensation, engages in or offers or attempts to engage in" renting

or leasing real estate, real estate interests or improvements; listing, offering, attempting or agreeing to list real estate; or soliciting a fee or valuable consideration from a prospective tenant for providing information concerning the availability of real property, including apartments, that are leased or rented as private dwellings, except in certain specified situations, is deemed a real estate broker and must be licensed by the Colorado Real Estate Commissioner. Thus, to the extent a property manager performs any of these activities, he or she would need to be licensed as a real estate broker. For details of the qualifications for licensure, see **Licensing Requirements and Maintenance Annual Report—Colorado**.

Exceptions: The licensing provisions do not apply to:

- an apartment building or complex owner's regularly salaried employee who acts as an on-site manager of the apartment building or complex; or

- a regularly salaried employee of an owner of condominium units who acts as an on-site manager of the units.

Section 12-10-201 amended 2019.

Colo. Gen. Stat. § 12-10-201 (LexisNexis 2020)

Registration/Licensing/Certification of Rental Properties

Colorado does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Colorado, Reasonable Accommodation

It is an unlawful discriminatory housing practice to engage in the following practices because of the disability of the renter, or because of the disability of any person who will live in the dwelling after it is rented:

- to discriminate in the rental of, or to otherwise make unavailable or deny a dwelling to any renter;

- to discriminate against a person in the terms, conditions, or privileges rental of a dwelling or in the provision of services or facilities in connection with the dwelling;

- to refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications are necessary to afford such person full enjoyment of the premises, provided the landlord reasonably may condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; and

- to refuse to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

Pursuant to the Fair Housing Amendments Act of 1988, all covered multifamily dwellings must be designed and constructed in a manner that:

- the public-use and common-use areas of the dwellings are readily accessible to and usable by persons with disabilities;

- at least one entrance is on an accessible route, unless it is impractical to do so because of the terrain or the unusual site characteristics;

- all doors are designed sufficiently wide enough to allow passage into and within all premises by disabled persons in wheelchairs;

- light switches, electrical outlets, thermostats, and other environmental controls are in accessible locations;

- there are reinforcements in bathroom walls to allow later installation of grab bars;

- there are usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space; and

- the dwelling complies with the appropriate requirements of the "Accessible and Usable Buildings and Facilities" standards promulgated by the International Code Council.

A qualified disabled person or a trainer of a service animal has the right to be accompanied by a service animal without payment of an extra charge for the service animal in or on any place of housing. The owner, disabled person or trainer of a service animal who has custody or control of a service animal is liable for any damage to the housing premises caused by the animal.

Section 24-34-502.2 amended 2017, § 24-34-803 enacted 2014.

Colo. Rev. Stat. §§ 24-34-502.2, -803 (LexisNexis 2020)

Colorado, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may bring an action to retake possession of the premises for the failure to pay rent upon 10 days' notice in writing has been duly served upon the tenant or lessee holding over, requiring in the alternative the payment of the rent or the possession of the premises; except that for an exempt residential agreement, five days' notice is required.

An "exempt residential agreement" is "a residential agreement leasing a single family home by a landlord who owns five or fewer single family rental homes and who provides notice in the agreement that a ten-day notice period required pursuant to [§ 13-40-104] does not apply to the tenancy entered into pursuant to the agreement."

See Colo. Rev. Stat. § 38-12-402 for special provisions that apply when a tenant to a residential rental agreement or lease agreement notifies the landlord in writing that he or she is the victim of

unlawful sexual behavior, stalking, domestic violence, or domestic abuse and seeks to vacate the premises and terminate the agreement due to fear of imminent danger for self or children.

Amended 2019.

Colo. Rev. Stat. § 13-40-104 (LexisNexis 2019)

Abandonment of the Premises

Premises are considered abandoned if the tenant returns the keys, removes their personal property, provides the landlord with notice of abandonment, or has an extended absence while rent remains unpaid, which would cause a reasonable person to believe the tenant permanently surrendered the premises. The landlord may terminate the lease if the premises is abandoned.

Enacted 2008.

Colo. Rev. Stat. § 38-12-510 (LexisNexis 2019)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

No relevant provisions were located.

Security Deposit

“Security deposit” means any advance or deposit of money, regardless of how denominated, made by the tenant to the landlord as part of a rental agreement to secure the residential premises.

A landlord must return the security deposit to the tenant within one month after the termination of a lease or surrender and acceptance of the premises, whichever occurs last, pursuant to the lease agreement.

No security deposit may be retained to cover "normal wear and tear," which means "the deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests."

The landlord must provide the tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit when the remaining security deposit is mailed to the tenant’s last known address. If the landlord does not provide a written statement, the landlord forfeits all rights to withhold any portion of the security deposit.

The landlord may retain the security deposit to cover:

- nonpayment of rent;
- abandonment of the premises;
- nonpayment of utility charges;
- repair work; or
- cleaning contracted for by the tenant.

Section 38-12-102 enacted 1963; § 38-12-103 amended 1976.

Colo. Rev. Stat. §§ 38-12-102, -103 (LexisNexis 2020)

Colorado, Tenant Screening

State Fair Housing Requirements

It is an unlawful unfair housing practice to commit the following because of a person's status of disability, race, creed, color, sex, sexual orientation, marital status, familial status, religion, national origin, or ancestry:

- to refuse to show, rent or lease, or to refuse to receive and transmit any bona fide offer to rent or lease, or otherwise make unavailable or deny or withhold from any person such housing;

- to discriminate against any person in the terms, conditions, or privileges pertaining to any housing or the rental or lease thereof or in the furnishing of facilities or services in connection therewith;

- to represent to any other person that any dwelling is not available for inspection, or rental, when such dwelling is in fact available, for the purpose of discriminating based on status;

- to cause to be made any written or oral inquiry or record concerning the status of a person seeking to rent or lease any housing;

- to include in the rental or lease of housing any restrictive covenants;

- to make, print, or publish, or cause to be made, printed, or published any notice or advertisement relating to the rental or lease of any housing that indicates a discrimination based on status;

- for any person to aid, abet, incite, compel or coerce any unfair housing practice described herein;

- to obstruct or prevent any person from complying with these provisions; or

- for any person, for profit, to induced or attempt to induce any person to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person based on their status.

Exceptions: The restrictions based on status do not apply:

- if the tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others;

- to local zoning ordinances concerning residential restrictions on marital status;

- to religions or denominational institutions;

- to housing designed or intended for the use of persons with disabilities; or

- to housing dedicated or intended for older persons, including:

    - housing provided under any state or federal program that the Division determines is specifically designed and operated to assist older persons;

    - is intended for, and solely occupied by, persons 62 years of age or older; or

- is intended and operated for occupancy by at least one person 55 years of age or older per unit and at least 80 percent of the occupied units be occupied by at least one person who is 55 years of age or older.

Amended 2014.

Colo. Rev. Stat. § 24-34-502 (LexisNexis 2020)

Other Provisions Related to Tenant Screening

A landlord may not charge a prospective tenant a rental application fee unless the landlord uses the entire amount of the fee to cover the landlord's costs in processing the rental application, which costs may be based on:

- the actual expense the landlord incurs in processing the application; or
- the average expense the landlord incurs per prospective tenant in the course of processing multiple rental applications.

A landlord may not charge a rental application fee that is in a different amount than a rental application fee charged to another prospective tenant who applies to rent the same dwelling unit or, if the landlord offers more than one dwelling unit for rent at the same time, any other dwelling unit offered by the landlord.

The landlord must provide a prospective tenant who has paid an application fee either a disclosure of the landlord's anticipated expenses for which the fee will be used or an itemization of the landlord's actual expenses incurred. "If a landlord charges an amount based on the average cost of processing the rental application, the landlord shall include information regarding how that average rental application fee is determined."
A receipt for any application fee received must be provided to the tenant. If the landlord does not use the entire amount of the fee to cover the landlord's costs in processing the rental application must return to the prospective tenant the remaining amount of the fee.

A landlord who uses rental history or credit history as criteria in consideration of an application,may not consider any rental history or credit history beyond seven years immediately preceding the application. A landlord who uses criminal history as an application criterion may not consider an arrest record of a prospective tenant from any time or any conviction of a prospective tenant that occurred more than five years before the application date of the application; except that a landlord may consider any criminal conviction record or deferred judgment relating to:

- the unlawful distribution, manufacturing, dispensing, or sale of a material, compound, mixture, or preparation that contains methamphetamine;
- the unlawful possession of materials to make methamphetamine and amphetamine;
- any offense that required the prospective tenant to register as a sex offender; or
- any offense described in Part 1 or Part 6 of Article 3 of Title 18.

If a landlord denies a rental application, the landlord must provide the prospective tenant a written notice of the denial that states the reasons for the denial. The landlord must make a good-faith effort to do so not more than 20 calendar days after making the decision to deny the prospective tenant's rental application.

A landlord who violates any provision above is liable to the person who is charged a rental application fee for treble the amount of the rental application fee, plus court costs and reasonable attorney fees.

Enacted 2019.

Colo. Rev. Stat. §§ 38-12-903, -904, -905 (2020)

Connecticut

Connecticut, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with applicable building and housing code requirements materially affecting health and safety;
- make repairs to put and keep the premises in a habitable condition;
- keep common areas in a clean and safe condition; and

- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, which the landlord supplies or is required to supply.

A landlord may not accept rent for a period during which the landlord has failed to comply with the above requirements, or the provision of essential services described below.

If the landlord fails to so maintain the premises, or provide essential services as described below, and the noncompliance materially affects health and safety, the tenant may terminate the agreement after giving written notice to the landlord describing the acts and omissions constituting a breach. If the breach is not remedied within 15 days after the landlord receives the notice, the rental agreement will terminate on that date, subject to the following:

- if substantially the same act or omission which constituted a breach of which notice was given recurs within six months, the tenant may terminate the agreement upon at least 14 days' written notice specifying the date of the breach and the date on which the agreement will terminate by the tenant vacating the premises, which must be within 30 days of the breach; and

- the tenant may not terminate if the condition was caused by the tenant, a family member or other persons on the premises with the tenant's consent.

In addition, the tenant may commence an action and recover actual damages and obtain injunctive relief for any noncompliance, and the landlord must return all prepaid rent and security recoverable by the tenant.

If the dwelling unit or premises are damaged or destroyed by fire or casualty so as to substantially impair the enjoyment of the unit, the tenant may:

- immediately vacate and notify the landlord in writing within 14 days of his or her intention to terminate the rental agreement, in which case the lease terminates on the date the tenant vacated; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability in proportion to the diminution in the unit's fair rental value.

If the agreement is terminated, the landlord must return all security and prepaid rent to which the tenant is entitled. Accounting for rent is made as of the date of the casualty.

Section 47a-4a enacted 1979; § 47a-7 amended 1980; § 47a-12 amended 1997; § 47a-14 enacted 1976

Conn. Gen. Stat. §§ 47a-4a, -7, -12, -14 (2019)

Essential Services

A landlord must:

- provide and maintain receptacles and conveniences for the central collection and removal of ashes, garbage, rubbish and other waste incidental to the dwelling's occupancy and arrange for their removal; and

- at all times supply running water and reasonable amounts of hot water and reasonable heat, except if the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control and supplied by a direct public utility connection.

A landlord and tenant of a single-family residence may agree in writing that the tenant will provide trash receptacles/removal and be responsible for supplying heat and water, and also perform specified repairs, maintenance tasks, alterations and remodeling, if the transaction is enter into in good faith.

If the landlord deliberately or negligently does not supply running water, hot water, heat, electricity or other essential services contrary to the rental agreement or the law, the tenant may notify the landlord in writing, specifying the breach and then may:

- obtain reasonable amounts of such services during the period of landlord noncompliance, deducting their actual and reasonable cost from the rent;

- procure reasonable substitute housing during the noncompliance period if the landlord fails to supply such service within 48 hours of the breach, except if the breach is a recurrence of a failure to provide the same service within six months, the tenant may secure substitute housing immediately; or

- if the failure to provide an essential service is willful, terminate the rental agreement and recover not more than two months' periodic rent or double the actual damages sustained, whichever is greater.

The above remedies are not available if the tenant does not give the landlord notice of the breach or if the condition is caused by the tenant's deliberate or negligent act or omission or that of a family member or other person on the premises with the tenant's consent.

If the landlord willfully diminishes services by interrupting or causing the interruption of electric, gas, water or other essential service, the tenant may terminate the rental agreement and recover actual damages and attorney fees. The landlord must return all prepaid rent and security deposits if the agreement is terminated.

Section 47a-4a enacted 1979; § 47a-7 amended 1980; § 47a-13 amended 2017.

Conn. Gen. Stat. §§ 47a-4a, -7, -13 (2019)

Repairs

A landlord and tenant of any dwelling other than a single-family residence, may agree that the tenant will perform specified repairs, maintenance tasks, alterations and remodeling only if:

- the agreement is entered into in good faith, set forth in a separate writing signed by both parties, and supported by adequate consideration; and

- the agreement does not diminish or affect the landlord's duty to other tenants.

Section 47a-7 amended 1980;

Conn. Gen. Stat. § 47a-7 (2019)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's or the landlord's agent's entry 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

- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency, the landlord must give the tenant reasonable oral or written notice of intent to enter, which may only be at reasonable times.

A landlord has a right of access without the tenant's consent:

- pursuant to court order;
- in case of emergency;
- during the tenant's extended absence, at times reasonably necessary; or
- if the tenant has abandoned or surrendered possession.

If the tenant unreasonably refuses access to the unit, the landlord may:

- obtain injunctive relief to obtain access; or
- terminate the rental agreement; and
- in either case, recover damages and attorney fees.

If the landlord repeatedly makes demands for lawful entry which results in unreasonable harassment of the tenant, makes an illegal entry or makes a legal entry in an unreasonable manner, the tenant may:

- terminate the rental agreement; or

- obtain injunctive relief to prevent recurrence of the conduct; and

- in either case recover actual damages of not less than one month's rent and attorney fees.

Sections 47a-16, -18a amended 1989; §§ 47a-16a, -18 enacted 1979.

Conn. Gen. Stat. §§ 47a-16, -16a, -18, -18a (2019)

Connecticut, Property Management Licensing

Connecticut does not separately license real estate managers.

However, any individual or entity, who, for another, and for compensation or other valuable consideration, rents real estate, offers to rent real estate, negotiates or offers to negotiate rental of real estate, or collects or attempts to collect rent for the use of real estate, must be licensed as either a real estate salesperson or real estate broker by the Connecticut Real Estate Commission. Thus, to the extent a person engaged in property management performs any of those activities, he or she would need to be licensed. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Connecticut**.

Exception: The provisions governing the licensure of real estate brokers and real estate salespersons do not apply to: any person who as owner or lessor performs any of the acts described above with reference to property owned, leased or sought to be acquired or leased by the person, or to the person's regular employees who are employed as on-site residential superintendents or custodians, with respect to such property when such acts are performed in the regular course of, or incident to, the management of such property and the investment therein.

Section 20-311 amended 2000; § 20-329 amended 2008.

Conn. Gen. Stat. §§ 20-311, -329 (2019)

Registration/Licensing/Certification of Rental Properties

Connecticut law allows any municipality to require a nonresident owner of occupied or vacant rental real property to maintain a file in the tax assessor's office or other municipal office designated by the municipality, of the current residential address of the nonresident owner, if the owner is an individual, or if the owner is an entity, the residential address of the agent in charge of the building.

If a nonresident landlord does not comply with any such municipal filing requirement, he or she may be assessed a civil penalty of not more than $250 for a first violation and not more than $1,000 for a subsequent violation.

Enacted 2005.

Conn. Gen. Stat. §§ 47a-6a, -6b (2019)

Connecticut, Reasonable Accommodation

State Fair Housing Requirements

It is unlawful for any person to discriminate in the rental, or otherwise make unavailable or deny a dwelling to a renter, or discriminate against any person in the terms, conditions or privileges of rental of dwelling or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;
- a person residing or intending to reside in the dwelling after it is rented; or
- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing housing accommodations occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided that a landlord may condition such permission on the renter agreeing to restore the interior of the premises to the condition existing before modification, normal wear and tear excepted;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a dwelling;

- in connection with "covered multifamily dwellings," a failure to design and construct such property in a manner that they comply with the requirements of section 804(f) or provisions of the state building code, whichever requires greater accommodation.

  Note: "Covered multifamily dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions: The above prohibitions do not apply to:

- the rental of a room in a single-family dwelling unit if the owner occupies part of such living quarters as his residence; or

- a unit in a dwelling containing living quarters occupied or intended to be occupied by no more than two families living independently of each other, if the owner occupies the other such living quarters as his or her residence.

A person aggrieved by a discriminatory housing practice may file a complaint with the Connecticut Human Rights and Opportunities Commission. If conciliation efforts fail to resolve a complaint, and the investigator makes a reasonable cause determination that a discriminatory practice has occurred, the complainant or respondent may elect to have the claims resolved in a civil action, in lieu of an administrative hearing. If the civil suit option is not chosen, and it is found that a respondent has engaged in a violation, appropriate relief may be awarded, which may include compensatory damages to the aggrieved person and injunctive and other equitable relief.

An aggrieved party may also bring a direct civil action not later than one year after the occurrence of the alleged discriminatory housing practice. Civil suit is not available if a hearing before the Commission has begun or conciliation agreement reached.

Section 46a-64b amended 2011; §§ 46a-82. -83, -86, -98a amended 2015; § 46a-64c amended 2017.

Conn. Gen. Stat. §§ 46a-64b, -64c, -81e, -82, -83, -86, -98a (2019)

Connecticut, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If rent is unpaid when due and the tenant does not pay rent within nine days thereafter, the landlord may terminate the rental agreement.

If the tenant fails to pay during the nine-day grace period, the owner may give notice to the tenant to quit possession or occupancy of the dwelling at least three days before termination of the lease, or before the time specified in the notice for the lessee to quit. The notice must be in writing and substantially in the form set forth in Conn. Gen. Stat. § 47a-23(b). If the tenant refuses or neglects to quit possession of the premises, the court may issue a writ, summons or complaint. If the tenant appears, upon motion and without hearing unless the tenant files an objection, the court will order the tenant to deposit with the court, within 10 days, payment for the use and occupancy of the property in an amount equal to the last agreed-upon rent during the pendency of the action.

If a landlord terminates a residential tenancy on the grounds that the tenant committed a breach of the rental agreement and the landlord brings an action for damages for the breach, damages include the amount of agreed-upon but unpaid rent. The landlord must mitigate damages.

Section 47a-15a amended 1989: § 47a-23 amended 2015; § 47a-23a amended 2012; § 47a-26b amended 1995; § 47a-11c enacted 1997.

Conn. Gen. Stat. §§ 47a-11c, -15a, -23, -23a, -26b (2019)

Abandonment of the Premises

"Abandonment" occurs if the occupants vacate the premises without notice to the landlord and do not intend to return, which intention may be evidenced by the removal of substantially all of their possessions and personal effects from the premises and either:

- nonpayment of rent for more than two months; or

- an express statement by the occupants that they do not intend to occupy the premises after a specified date.

If all the occupants abandon the dwelling unit, the landlord may send notice to each stating that:

- he has reason to believe that the occupant has abandoned the dwelling unit;

- he intends to reenter and take possession of the dwelling unit unless the occupant contacts him within 10 days of receipt of the notice;

- if the occupant does not contact him, he intends to remove any possessions remaining in the premises and to rerent the premises; and

- if the occupant does not reclaim such possessions within 30 days after the notice, they will be disposed of as permitted by law.

If a notice is returned as undeliverable, or the occupant fails to contact the landlord within 10 days of the receipt of the notice, the landlord may reenter and take possession of the dwelling unit, at which time any rental agreement still in effect is deemed terminated.

> Note: The landlord is not required to serve a notice to quit and bring a summary process action to obtain possession of a dwelling unit which has been abandoned.

The landlord must inventory any possessions of the occupant in the premises and remove and keep them for not less than 30 days. The occupant may reclaim them within the 30-day period, and if they are not reclaimed within that time, the landlord may dispose of the possessions as deemed appropriate.

If the tenant abandons the dwelling unit, the landlord must mitigate damages by making reasonable efforts to rent it at a fair rental. If the landlord fails to do so, the rental agreement is deemed terminated as of the date the landlord has notice of the abandonment.

Section 47a-11a enacted 1979; § 47a-11b amended 1993.

Conn. Gen. Stat. §§ 47a-11a, -11b (2019)

Waiver of Right to Terminate for Nonpayment

If the landlord accepts rent with the knowledge it is overdue, the landlord waives the right to terminate the rental agreement for the tenant's failure to pay such rent when it was due.

Amended 1979.

Conn. Gen. Stat. § 47a-19 (2019)

Disposition of Tenant's Property

In the case of abandonment of the rental premises, the landlord must inventory any possessions of the occupant in the premises and remove and keep them for not less than 30 days. The occupant may reclaim them within the 30-day period, and if they are not reclaimed within that time, the landlord may dispose of the possessions as deemed appropriate.

Amended 1993.

Conn. Gen. Stat. § 47a-11b (2019)

Security Deposits

A landlord may not demand a security deposit in excess of two months' rent if the tenant is under 62 years old. If the tenant is 62 or older, the maximum amount is one month's rent. If a landlord has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes 62 years of age after paying the deposit, the landlord must return the portion of the deposit that exceeds one month's rent to the tenant upon the tenant's request.

Security deposits must be deposited in an escrow account in a financial institution. The landlord must pay interest of not less than the deposit index on a tenant's deposit on the anniversary date of the tenancy and annually thereafter.

When a tenancy terminates, the tenant may notify the landlord of a forwarding address. No later than 30 days of termination, or 15 days after receiving written notification of such tenant's forwarding address, whichever is later, the landlord must deliver to the tenant at that address either the full security deposit plus accrued interest, or the balance of the deposit, plus accrued interest, after deducting for any damages sustained by the landlord by reason of the tenant's noncompliance with his obligations, together with a written itemization of the nature and amount of such damages.

A landlord who violates these duties is liable for twice the security deposit paid by the tenant, except that if the only violation is failure to pay accrued interest, the landlord is liable only for twice the amount of said interest or $10.00, whichever is greater.

A landlord who knowingly and wilfully fails to pay all or any part of a security deposit when due is subject to a fine of not more than $250 for each offense, provided it is an affirmative defense that such failure was caused by such landlord's good-faith belief that he was entitled to deduct the value of damages he has suffered as a result of the tenant's failure to comply with such tenant's obligations.

Amended 2017.

Conn. Gen. Stat. § 47a-21 (2019)

Connecticut, Tenant Screening

State Fair Housing Requirements

It is a discriminatory practice, because of age, race, color, creed, sex, sexual orientation or civil union status, gender identity or expression, marital status, familial status, national origin, or lawful source of income, or status as a veteran to:

- refuse to rent a dwelling after the receipt of a bona fide offer;

- refuse to negotiate for the rental of a dwelling to any person;

- discriminate against a person in the terms, conditions or privileges of a rental of a dwelling or in the furnishing of facilities or services in connection therewith;

- represent to a person that any dwelling is not available for inspection, sale, rental, or lease when in fact it is available; or

    - Note: It is a violation for any person to restrict ,or attempt to restrict, the choices of any renter to rent a dwelling (a) to an area which is substantially populated, even if less than a majority, by persons of the same protected class as the buyer or renter; (b) while such person is authorized to offer for rent another dwelling which meets the housing criteria as expressed by the renter to such person; and (c) such other dwelling is in an area which is not substantially populated by persons of the same protected class as the renter.

- otherwise make unavailable or deny a dwelling to any person.

It is also a discriminatory practice for a person to make, print or publish or cause the making, printing, or publication of a statement, advertisement or notice, that indicates a preference, limitation or discrimination on the basis of age, race, color, creed, sex, sexual orientation or civil union status, gender identity or expression, marital status, familial status, national origin, lawful source of income, learning disability or physical or mental disability, or status as a veteran.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;

- the designee of the parent or other person having custody of and domiciled with a minor child, with the written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions do not apply to:

    - the rental of a room in a single-family dwelling unit if the owner occupies part of such living quarters as his residence; or

    - a unit in a dwelling containing living quarters occupied or intended to be occupied by no more than two families living independently of each other, if the owner occupies the other such living quarters as his or her residence.

- The prohibition of discrimination based on marital status does not prohibit denial of a dwelling to a man or woman who are both unrelated by blood and not married to each other.

- The prohibition of discrimination based on age do not apply to minors, to public or private programs to assist persons 60 years or older or to "housing for older persons" as defended in Conn. Gen. Stat. § 46a-64b, provided there is no discrimination on the basis of age among older persons eligible for such housing.

- The prohibitions related to discrimination based on lawful source of income do not prohibit denial of equal accommodations solely on the basis or insufficient income.

- The prohibitions of discrimination based on sex do not apply to rental of sleeping accommodations utilizing shared bathroom facilities when such accommodations are provided by associations or organizations which rent such accommodations for the exclusive use of same-sex persons based on privacy and modesty considerations.

- The prohibitions related to discrimination based on familial status do not apply to "housing for older persons" as defined by Conn. Gen. Stat. § 46a-64b.

A person aggrieved by a discriminatory housing practice may file a complaint with the Connecticut Human Rights and Opportunities Commission. If conciliation efforts fail to resolve a complaint, and the investigator makes a reasonable cause determination that a discriminatory practice has occurred, the complainant or respondent may elect to have the claims resolved in a civil action, in lieu of an administrative hearing. If the civil suit option is not chosen, and it is found that a respondent has engaged in a violation, appropriate relief may be awarded, which may include compensatory damages to the aggrieved person and injunctive and other equitable relief.

An aggrieved party may also bring a direct civil action not later than one year after the occurrence of the alleged discriminatory housing practice. Civil suit is not available if a hearing before the Commission has begun or conciliation agreement reached.

Section 46a-64b amended 2011;§§ 46a-64c, -86, -83, -98a amended 2015; § 46a-81e amended 2012; § 46a-81p enacted 1991; § 46a-81aa amended 2017.

Conn. Gen. Stat. §§ 46a-64b, -64c, -81aa, -81e, -81p, -82, -83, -86, -98a (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Delaware

Delaware, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with all applicable state or local statutes, codes, regulations or ordinances governing the maintenance, construction, use or appearance of the rental unit and the property of which it is a part;

- provide a rental unit which will not endanger the health, welfare or safety of the tenants or occupants and which is fit for the purpose for which it is expressly rented;

- keep in a clean and sanitary condition all common areas of the buildings, grounds, facilities and appurtenances thereto which are maintained by the landlord;

- make all repairs and arrangements necessary to put and keep the rental unit and the appurtenances thereto in as good a condition as they were, or ought by law or agreement to have been, at the commencement of the tenancy; and

- maintain all electrical, plumbing and other facilities supplied by the landlord in good working order.

If the landlord fails to substantially conform to the rental agreement, or if there is a material violation with any code, statute, ordinance or regulation governing the maintenance or operation of the premises, the tenant may, on written notice to the landlord, terminate the rental agreement and vacate the premises at any time during the first month of occupancy, so long as the tenant remains in possession in reliance on a written or oral promise by the landlord to correct all or any part of the condition or conditions which would justify termination by the tenant.

If the tenant remains in possession in reliance on the landlord's promise to correct all conditions which would justify termination by the tenant, and if substantially the same act or omission which constitutes a prior noncompliance, of which prior notice was given by the tenant, recurs within 6 months, the tenant may terminate the rental agreement upon at least 15 days' written notice specifying the breach and the date of termination of the rental agreement.

If any condition deprives the tenant of a substantial part of the benefit or enjoyment of the tenant's bargain, the tenant may notify the landlord in writing of the condition and, if the landlord does not remedy the condition within 15 days, the tenant may terminate the rental agreement. The tenant must then initiate an action in the Justice of the Peace Court seeking a determination that the landlord has breached the rental agreement by depriving the tenant of a substantial part of the benefit or enjoyment of the bargain and may seek damages, including a rent deduction from the date written notice of the condition was given to the landlord. If the condition was caused willfully or negligently by the landlord, the tenant may recover the greater of:

- the difference between the rent payable under the rental agreement and all expenses necessary to obtain equivalent substitute housing for the remainder of the rental term; or

- an amount equal to one month's rent and the security deposit.

  Exception: The tenant may not terminate the rental agreement for a condition caused by the tenant's want of due care, or that of a family member or any other person on the premises with the tenant's consent. If a tenant terminates wrongfully, the tenant remains obligated under the rental agreement.

If any condition deprives the tenant of a substantial part of the benefit or enjoyment of the tenant's bargain, the tenant may notify the landlord in writing of the condition and, if the landlord does not remedy the condition within 15 days following receipt of notice, the tenant may terminate the rental agreement. If the condition renders the premises uninhabitable or poses an imminent threat to the health, safety or welfare of the tenant or any family member, the tenant may, after giving notice to the landlord, immediately terminate the rental agreement without proceeding in a Justice of the Peace Court.

> Exception: The tenant may not terminate the rental agreement for a condition caused by the want of due care by the tenant, a family member or any other person on the premises with the tenant's consent. If a tenant terminates wrongfully, the tenant remains obligated under the rental agreement.

If the rental unit or any other property or appurtenances necessary to its enjoyment are damaged or destroyed by fire or casualty to an extent that enjoyment of the unit is substantially impaired, and such fire or other casualty occurs without fault of the tenant, or a family member, or another person on the premises with the tenant's consent, the tenant may:

- immediately quit the premises and promptly notify the landlord, in writing, of the tenant's election to quit within one week after vacating, in which case the rental agreement terminates as of the date of vacating, provided if the tenant fails to notify the landlord of his or her election to quit, the tenant is liable for rent accruing to the date of the landlord's actual knowledge of the tenant's vacating the rental unit or impossibility of further occupancy; or

- if continued occupancy is lawful, vacate any part of the premises rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution of the fair rental value of the rental unit.

If the rental agreement is terminated, the landlord must timely return any security deposit, pet deposit and prepaid rent, except that which the landlord is entitled to retain. Accounting for rent in the event of termination or apportionment is made as of the date of the fire or casualty.

Sections 5302, 5305, 5309 enacted 1996.

Del. Code Ann. tit. 25, §§ 5302, 5305, 5309, 5901 (2019)

Essential Services

If the rental agreement so specifies, the landlord must:

- provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish and garbage and arrange for the frequent removal of such waste; and

- supply water, hot water, heat and electricity to the rental unit.

A landlord may not require that any tenant contract directly with the provider of a utility service for service to a tenant or rental unit, unless the rental unit is separately metered. A landlord who purchases utility services in bulk may not charge any tenant individually for utility services, unless such utility services are either individually metered or the cost of such services is included as part of each monthly rental payment, as provided for in the rental agreement.

If the landlord substantially fails to provide hot water, heat, water or electricity to a tenant, or fails to remedy any condition which materially deprives a tenant of a substantial part of the benefit of the tenant's bargain in violation of the rental agreement, state law or an applicable housing code, and such failure continues for 48 hours or more, after the tenant gives the landlord actual or written notice of the failure, the tenant may:

- upon written notice of the continuation of the problem to the landlord, immediately terminate the rental agreement; or

- upon written notice to the landlord, keep two-thirds per diem rent accruing during any period when hot water, heat, water, electricity or equivalent substitute housing is not supplied.

If the tenant has given the notice required and remains in the rental unit and the landlord still fails to provide water, hot water, heat and electricity to the unit as specified in the applicable city or county housing code in violation of the rental agreement, the tenant may:

- upon written notice to the landlord, immediately terminate the rental agreement; or

- upon notice to the landlord, procure equivalent substitute housing for as long as heat, water, hot water or electricity is not supplied, during which time the rent abates, and the landlord is liable for any additional expense incurred by the tenant, up to one-half of the amount of abated rent; or

- upon written notice to the landlord, withhold two-thirds per diem rent accruing during any period when hot water, heat, water or equivalent substitute housing is not supplied.

  Note: Rent withholding does not act as a bar to the subsequent recovery of damages by a tenant if those damages exceed the amount withheld.

Where a landlord files an action for summary possession, claiming that a tenant has wrongfully withheld rent or deducted money from rent as described above and the court so finds, the landlord may receive from the tenant either possession of the premises or an amount of money equal to the amount wrongfully withheld ("damages") or, if the court finds the tenant acted in bad faith, an amount of money equal to double the amount wrongfully withheld ("double damages"). If the court awards damages or double damages and court costs excluding attorney fees, then the court must issue an order requiring such sums to be paid by the tenant to the landlord within 10 days from the date of the court's judgment. If such damages are not paid in accordance with the court's order, the judgment for damages or double damages, together with court costs, becomes a judgment for the amount withheld, plus summary possession, without further notice to the tenant.

Each owner of a residential occupancy, used wholly or in part as a home, residence, dwelling or sleeping place, including but not limited to any one-family and two-family dwelling, townhouse, apartment or multi-family dwelling, or a residential occupancy by any other name, whether rented, leased or owned, must install, within such occupancy, "smoke detection devices and/or smoke detection systems, either photo-electric or ionization types, capable of automatically sensing visible or invisible particles or products of combustion, and which activate an alarm sufficiently audible to warn the occupants of the building of an impending danger of fire or hazard to life."

Multi-family houses and apartment complexes must provide adequate storage areas outside the principal structure for the temporary storage of trash and garbage and must provide covered metal containers in such areas for the temporary storage of refuse classed as garbage.

Sections 5305, 5306, 5308 enacted 1996; § 5312 amended 2015; §§ 6631, 6632 amended 2010; § 1708 enacted 1967.

Del. Code Ann. tit. 16, §§ 1708, 6631, 6632; tit. 25, §§ 5305, 5306, 5308, 5312 (2019)

Repairs

The landlord and tenant may agree by a conspicuous writing, separate from the rental agreement, that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling, but only if:

- the particular work to be performed by the tenant is for the primary benefit of the rental unit;

- the work is not necessary to bring a noncomplying rental unit into compliance with a building or housing code, ordinance or the like;

- adequate consideration, apart from any provision of the rental agreement, or a reduction in the rent is exchanged for the tenant's promise, and in no event may the landlord treat any such agreement as a condition to any provision of rental agreements; and

- the agreement of the parties is entered into in good faith and is not for the purpose of evading an obligation of the landlord.

If the landlord of a rental unit fails to repair, maintain or keep in a sanitary condition the leased premises or perform in any other manner required by statute, code or ordinance, or as agreed to in the rental agreement; and, if after being notified in writing by the tenant to do so, the landlord:

- fails to remedy such failure within 30 days from the receipt of the notice; or

- fails to initiate reasonable corrective measures where appropriate, including, but not limited to, obtaining an estimate of the prospective costs of the correction, within 10 days from the receipt of the notice;

then the tenant may immediately do or have done the necessary work in a professional manner. After the work is completed, the tenant may deduct from the rent a reasonable sum, not exceeding $200, or one-half of one month's rent, whichever is less, for the expenditures by submitting to the landlord copies of those receipts covering at least the amount deducted.

> Exception: In no event may a tenant repair or cause anything to be repaired at the landlord's expense when the condition complained of was caused by the want of due care by the tenant, a family member or another person on the premises with the tenant's consent.

A tenant who is otherwise delinquent in the payment of rent may not take advantage of this self-help remedy. The tenant is liable for any damage to persons or property where such damage was caused by the tenant or by someone authorized by the tenant in making said repairs.

Sections enacted 1996.

Del. Code Ann. tit. 25, §§ 5305, 5307 (2019)

Landlord's Right of Entry

A tenant may not unreasonably withhold consent for the landlord to enter into the rental unit in order to:

- inspect the premises;
- make necessary repairs, decorations, alterations or improvements;
- supply services as agreed to; or
- show the rental unit to prospective purchasers, mortgagees or tenants.

A tenant may install a new lock at the tenant's cost, on the condition that:

- the tenant notifies the landlord in writing and supplies the landlord with a key to the lock;
- the new lock fits into the system already in place; and
- the lock installation does not cause damage to the door.

The landlord may not abuse the right of access or use it to harass a tenant. The landlord must give the tenant at least 48 hours' notice of landlord's intent to enter, except for repairs requested by the tenant, and must enter only between 8:00 a.m. and 9:00 p.m.

As to prospective tenants or purchasers only, the tenant may expressly waive in a signed addendum to the rental agreement or other separate signed document the requirement that the landlord provide 48 hours' notice prior to the entry into the premises. In the case of an emergency the landlord may enter at any time. The tenant must permit the landlord to enter the rental unit at reasonable times in order to obtain readings of meters or appliances for measurement of utility consumption.

The tenant is liable to the landlord for any harm proximately caused by the tenant's unreasonable refusal to allow access. Any court of competent jurisdiction may issue an injunction against a tenant who has unreasonably withheld access to the rental unit.

The landlord is liable to the tenant for any theft, casualty or other harm proximately resulting from an entry into the rental unit by the landlord, its employees or agents or with the landlord's permission or license:

- when the tenant is absent and has not specifically consented to the entry;
- without the tenant's actual consent when tenant is present and able to consent; or
- in any other case, where the harm suffered by the tenant is due to the landlord's negligence.

Repeated demands for unreasonable entry or any actual entry which is unreasonable and not consented to by the tenant may be treated by the tenant as grounds for termination of the rental agreement. Any court of competent jurisdiction may issue an injunction against such unreasonable demands on behalf of one or more tenants.

Sections enacted 1996.

Del. Code Ann. tit. 25, §§ 5508, 5509 (2019)

Delaware, Property Management Licensing

Delaware does not license property managers.

Delaware's real estate licensing law specifically exempts "[a] provider of property management services . . . excepting that a provider of property management services shall not directly or indirectly sell or offer to sell, buy or offer to buy, negotiate the purchase, sale, or exchange of real estate, lease or rent or offer for lease or rent any real estate, or negotiate leases or rental agreements thereof or of the improvements thereon for others."

"Property management services" are "those actions taken for others, pursuant to an agreement, in exchange for a fee, commission, compensation or other valuable consideration which include the supervision and the administration of the physical maintenance and/or the financial matters of real property. These supervision services may include assisting the owner in decisions in the selection of tenants, budgeting for the operation of property or properties, collecting of rent or rents, or maintaining security deposits."

Sections amended 2011.

Del. Code Ann. tit. 24, §§ 2901, 2902 (2019)

Registration/Licensing/Certification of Rental Properties

Delaware does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Delaware, Reasonable Accommodation

Unlawful discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy residential real property;

- in connection with a "covered multifamily dwellings," failure to design and construct such property in a manner that:

    - makes the common-use and public-use areas of the dwelling readily accessible to and usable by a person with a disability;

    - provides that all doors into and within the all premises within the dwelling are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the dwelling contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

      Note: "Covered multifamily dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions:

The above prohibitions, do not apply to:

- rooms or units in dwellings containing living quarters occupied or intended for occupancy by not more than four families living independently, if the owner occupies one of the living quarters as his or her own residence; or

- discrimination on the basis of sex for single sex student dormitories, fraternities, sororities, other housing or portion thereof of an educational institution certified, chartered, or established by the State and operated for students of that educational institution, provided

that such educational institution provides reasonable accommodations to permit access to and use of such facilities consistent with a student's gender identity.

In no event is it required that a dwelling be made available to an individual with disabilities if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or society may limit the rental or occupancy of real property which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color, or national origin.

The provisions regarding discrimination based on familial status do not apply to housing for older persons as defined in Del. Code Ann. tit. 6, § 4602(17).

Any aggrieved person may file a complaint with the Delaware State Human Rights Commission within one year of the occurrence of the alleged discriminatory housing practice.

Sections 4603, 4607 amended 2016; §§ 4603A, 4610 amended 2006.

Del. Code Ann. tit. 6, §§ 4603, 4603A, 4607, 4610 (2019)

Delaware, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may at any time after rent is due demand payment thereof and notify the tenant in writing that unless payment is made within a time mentioned in such notice, to be not less than five days after the date notice was given or sent, the rental agreement will be terminated. If the tenant remains in default, the landlord may thereafter bring an action for summary possession of the dwelling unit or any other proper proceeding, action or suit for possession.

A landlord may bring an action for rent alone at any time after the landlord has demanded payment of past-due rent and has notified the tenant of the landlord's intention to bring such an action. This action may include late charges, which have accrued as additional rent.

If a tenant pays all rent due before the landlord has initiated an action and the landlord accepts such payment without a written reservation of rights, the landlord may not then initiate an action for summary possession or for failure to pay rent. If a tenant pays all rent due after the landlord has commenced an action for nonpayment or late payment of rent against the tenant and the landlord accepts such payment without a written reservation of rights, then the landlord may not maintain that action for past due rent.

The issuance of a writ of possession for the removal of a tenant cancels the agreement under which that person held the premises and annuls the relationship of landlord and tenant. The landlord may recover, by an action for summary possession, any sum of money which was payable at the time when the action was commenced and the reasonable value of the use and occupation to the time when a writ of possession was issued and for any period of time with respect to which the agreement does not make any provision for payment of rent, including the time between the issuance of the writ and the landlord's actual recovery of the premises.

Sections amended 1996.

Del. Code Ann. tit. 25, §§ 5502, 5715 (2015)

Abandonment of the Premises

If the rental agreement provides for notification to the landlord by the tenant of an anticipated extended absence, and the tenant fails to comply with such requirement, the tenant must indemnify the landlord for any harm resulting from such absence.

The landlord may, during any extended absence of the tenant, enter the rental unit as is reasonably necessary for inspection, maintenance and safekeeping.

If the tenant wrongfully quits the rental unit and unequivocally indicates by words or deeds the tenant's intention not to resume tenancy, such action entitles the landlord to proceed under law and the tenant is liable for the lesser of the following for such abandonment:

- the entire rent due for the remainder of the term and expenses for actual damages caused by the tenant, which are incurred in preparing the rental unit for a new tenant, normal wear and tear excepted; or

- all rent accrued during the period reasonably necessary to re-rent the premises at a fair rental; plus the difference between such fair rental and the rent agreed to in the prior rental agreement, plus expenses incurred to re-rent, repair damage caused by the tenant (beyond normal wear and tear); plus a reasonable commission, if incurred by the landlord for the re-renting of the premises.

Note: In any event, the landlord has a duty to mitigate damages.

Amended 1996.

Del. Code Ann. tit. 25, § 5507 (2015)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

If, at the time of the execution of the writ of possession, the tenant fails to remove tenant's property, the landlord may immediately remove and store such property for a period of seven days, at the tenant's expense. If, at the end of such period, the tenant has failed to claim said property and to reimburse the landlord for the expense of removal and storage in a reasonable amount, such property and possessions are deemed abandoned and may be disposed of by the landlord without further notice or obligation to the tenant.

If there is no appeal from a judgment granting summary possession, the landlord may immediately remove and store, at the tenant's expense, any and all items left on the premises by the tenant. Seven days after the appeal period has expired, the property shall be deemed abandoned and may be disposed of by the landlord without further notice or liability.

Amended 1996.

Del. Code Ann. tit. 25, § 5715 (2015)

Security Deposits

A landlord may require the payment of security deposit, which may not exceed one month's rent where the rental agreement is for one year or more. A landlord may not require a security deposit in excess of one month's rent (with the exception of federally-assisted housing regulations), for primary residential tenancies of undefined terms or month-to-month where the tenancy has lasted one year or longer. After one year, the landlord must immediately return, as a credit to the tenant, any security deposit amount in excess of one month's rent, including such amount which when combined with the amount of any surety bond is in excess of one month's rent.

Exception: These security deposit limits do not apply to furnished rental units.

Each security deposit must be placed in an escrow bank account in a federally-insured banking institution with an office that accepts deposits within Delaware. The landlord must disclose to the tenant the location of the security deposit account.

The security deposit may be used to:

- reimburse the landlord for actual damages caused to the premises by the tenant which exceed normal wear and tear, or which cannot be corrected by painting and ordinary cleaning;

- pay the landlord for all rental arrearage due under the rental agreement, including late charges and rental due for premature termination or abandonment of the rental agreement by the tenant; and/or

- reimburse the landlord for all reasonable expenses incurred in renovating and rerenting the premises caused by the premature termination of the rental agreement by the tenants.

Where a tenant is required to pay a fee to determine the tenant's credit worthiness, such fee is an application fee. A landlord may charge an application fee, not to exceed the greater of either 10 percent of the monthly rent for the rental unit or $50, to determine a tenant's credit worthiness. The landlord shall, upon receipt of any money paid as an application fee, furnish a receipt to the tenant for the full amount paid by the tenant, and shall maintain for a period of at least 2 years, complete records of all application fees charged and amounts received for each such fee. Where the landlord unlawfully demands more than the allowable application fee, the tenant shall be entitled to damages equal to double the amount charged as an application fee by the landlord.

If the landlord is not entitled to all or any portion of the security deposit, the landlord must remit the security deposit within 20 days of the expiration or termination of the rental agreement. Within 20 days after the termination or expiration of any rental agreement, the landlord shall provide the tenant with an itemized list of damages to the premises and the estimated costs of repair for each and shall tender payment for the difference between the security deposit and such costs of repair of damage to the premises. Failure to do so constitutes an acknowledgment by the landlord that no payment for damages is due. Tenant's acceptance of a payment submitted with an itemized list of damages constitutes agreement on the damages as specified by the landlord, unless the tenant, within 10 days of the tenant's receipt of such tender of payment, objects in writing to the amount withheld by the landlord.

Failure to remit the security deposit or the difference between the security deposit and the amount set forth in the list of damages within 20 days from the expiration or termination of the rental agreement entitles the tenant to double the amount wrongfully withheld.

Failure by a landlord to disclose the location of the security deposit account within 20 days of a written request by a tenant or failure by the landlord to deposit the security deposit in a federally-insured financial institution constitutes forfeiture of the security deposit by the landlord to the tenant. Failure by the landlord to return the full security deposit to the tenant within 20 days from the effective date of forfeiture entitles the tenant to double the amount of the security deposit.

Failure by the tenant to provide a forwarding address relieves the landlord of his responsibility to give notice as required and the landlord's liability for double the amount of the security deposit, but the landlord continues to be liable to the tenant for any unused portion of the security deposit, provided, the tenant makes a claim in writing to the landlord within one year from the termination or expiration of the rental agreement.

A landlord may require a pet deposit. Damage to the rental unit caused by an animal must first be deducted from the pet deposit, and if it is insufficient, such damages may be deducted from the

security deposit. A pet deposit may not exceed one month's rent, regardless of the duration of the rental agreement. A landlord may not require any pet deposit if the pet is a duly certified and trained support animal for a disabled person who is a resident of the rental unit.

If the rental agreement so specifies, a landlord may increase the security deposit commensurate with the rent. If the increase of the security deposit will exceed 10 percent of the monthly rent, payment of the increased security deposit shall be prorated over the term of the rental agreement, except in the case of month-to-month tenancy, in which case payment of the increase shall be prorated over a period of four months.

Instead of paying all or part of a security deposit to a landlord, a tenant may purchase a surety bond.

Amended 1996.

Del. Code Ann. tit. 25, § 5514A (2015)

Delaware, Tenant Screening

State Fair Housing Requirements

It is unlawful for any other person, because of race, color, religion, sex, creed, national origin, disability, age, sexual orientation, gender identity, source of income, marital status or familial status, to:

- discriminate in the rental, refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny real property to a person;
- discriminate against a person in the terms, conditions or privileges of a rental, of rental of a dwelling or in the furnishing of facilities or services in connection therewith;
- demand or receive a greater sum as rent for the use and occupancy of any premises; or
- represent to any person that any dwelling is not available for inspection, sale or rental when in fact it is available.

It is unlawful to print, publish or use, or cause to printed, published or used, any notice, statement, or advertisement with respect to the rental of a dwelling that indicates a preference, limitation, specification or discrimination on the basis of race, color, religion, sex, creed, national origin, disability, age, sexual orientation, gender identity, marital status or familial status or an intention to make such preference, limitation, specification or discrimination.

Unlawful discrimination against a person on the basis of a specified status refers to the protected status of:

- the renter;
- a person residing or intending to reside in that dwelling after it is rented or made available; or
- any person associated with that renter.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;
- a designee of a parent, or other person having custody of a minor child, who is domiciled with a minor child with the written permission of the parent or other person;
- any person who is pregnant; or
- any person in the process of securing legal custody of a minor.

<u>Exceptions:</u>

The above prohibitions, do not apply to:

- rooms or units in dwellings containing living quarters occupied or intended for occupancy by not more than four families living independently, if the owner occupies one of the living quarters as his or her own residence; or

- discrimination on the basis of sex for single sex student dormitories, fraternities, sororities, other housing or portion thereof of an educational institution certified, chartered, or established by the State and operated for students of that educational institution, provided that such educational institution provides reasonable accommodations to permit access to and use of such facilities consistent with a student's gender identity.

In no event is it required that a dwelling be made available to an individual with disabilities if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or society may limit the rental or occupancy of real property which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color, or national origin.

The provisions regarding discrimination based on familial status do not apply to housing for older persons as defined in Del. Code Ann. tit. 6, § 4602(17).

Any aggrieved person may file a complaint with the Delaware State Human Rights Commission within one year of the occurrence of the alleged discriminatory housing practice.

Sections 4603, 4607 amended 2016; §§ 4603A, 4610 amended 2006.

Del. Code Ann. tit. 6, §§ 4603, 4603A, 4607, 4610 (2019)

Other Provisions Related to Tenant Screening

A person commits discrimination on the basis of an individual's disability by making an inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling after it is rented or made available, or any person associated with that person, has a disability or to make inquiry as to the nature or severity of a disability of such a person. However, the following inquiries, are permitted provided they are made of all applicants, whether or not they have a disability:

- inquiry into an applicant's ability to meet the requirements of ownership or tenancy;
- inquiry to determine whether an applicant is qualified for a dwelling available only to persons with a particular type of disability;
- inquiry to determine whether an applicant for a dwelling is qualified for a priority available to a person with a disability or to persons with a particular type of disability; or
- inquiry to determine whether an applicant for a dwelling is a current illegal user of a controlled substance.

In every transaction in which a prospective tenant makes an application to lease a dwelling unit, the prospective landlord or owner of the dwelling unit may not ask for, nor receive, any "assurance money" or other payment which is not an application fee, security deposit, surety bond fee or premium, pet deposit or similar deposit reserving the dwelling unit for the prospective tenant for a time certain.

"Assurance money" is "any payment to the prospective landlord by a prospective tenant, except an application fee, a payment in the way of a security deposit, surety bond fee or premium, pet deposit or similar deposit reserving the dwelling unit for the prospective tenant for a time certain or the reimbursing of the specific sums expended by the landlord in credit or other investigations."

The prospective landlord may not charge the prospective tenant, as a fee for any credit or other type of investigation, any more than the specific cost of such investigation.

Every landlord must retain, for six months, the records of each application made by any prospective tenant.

The prohibitions against discrimination based on source of income do not limit the ability of any person to consider the sufficiency or sustainability of income, or the credit rating of a renter, "so long as sufficiency or sustainability of income, and the credit requirements, are applied in a commercially reasonable manner and without regard to source of income."

Section 4603A amended 2006; § 5310 amended 2013; §§ 4607 and 5116 amended 2016.

Del. Code Ann. tit. 6, § 4603A, 4607; tit. 25, § 5310, 5116 (2019)

District of Columbia

District Of Columbia, Condition of Rental Property

Habitability Requirements

No relevant provisions were located.

Essential Services

A landlord must change the locks to all entrances of a tenant's unit within five days after the written request of a tenant who is the victim of intrafamily violence. If the perpetrator is a tenant of the same dwelling unit, the requesting tenant must provide the landlord with a copy of a protective order. If the perpetrator is not, or no longer is, a tenant in the same dwelling unit as the tenant victim, no proof of the order is needed. No later than 45 days after the landlord provides the tenant with documentation of the cost of changing the locks, the tenant must reimburse the landlord.

A landlord may not interfere with the installation, operation, upgrade or maintenance of cable television upon the rental premises or discriminate in rental charges or otherwise between tenants who receive cable service and those who do not.

The owner of each new or existing dwelling unit must install smoke detectors and carbon monoxide detectors pursuant to the D.C. Construction Codes. If the owner fails to do so, as tenant may do so and deduct the reasonable cost thereof from his or her rent.

Section 6-751.02 amended 2016; § 34-1261.01 amended 2002; § 42-3505.08 amended 2009.

D.C. Code §§ 6-751.02, 34-1261.01, 42-3505.08 (2020)

Repairs

No relevant provisions were located.

Landlord's Right of Entry

No relevant provisions were located.

District Of Columbia, Property Management Licensing

The District of Columbia Real Estate Commission licenses property managers.

A "property manager" is an agent for a real estate owner in all matters pertaining to property management who is paid for his or her services. A property manager may employ resident managers and is accountable for the day-to-day job-related activities of the property manager's employees.

A property manager may not "perform any activities that relate to listing for sale, offering for sale, buying or offering to buy, negotiating the purchase, sale, or exchange of real estate, or negotiating a loan on real estate" for consideration.

For details of the qualifications for, and exemptions to, a property manager license, see **Licensing Requirements and Maintenance Annual Report—District of Columbia**. Specific duties imposed on licensees engaged to manage real estate are found at D.C. Code § 42-1703(e).

Amended 1998.

D.C. Code § 42-1703(e) (2020)

Registration/Licensing/Certification of Rental Properties

The District of Columbia does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

District Of Columbia, Reasonable Accommodation

State Fair Housing Requirements

It is an unlawful discriminatory practice for any person to make unavailable or deny a dwelling to a renter, or discriminate against any person in the terms, conditions or privileges of rental of dwelling or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;
- a person residing or intending to reside in the dwelling after it is rented; or
- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing housing accommodations occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided that a landlord may condition such permission on the renter agreeing to restore the interior of the premises to the condition existing before modification, normal wear and tear excepted;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a dwelling;

- in connection with "covered multifamily dwellings," failure to design and construct such property in a manner that:

    - the common-use and public-use areas of the residential real property readily are accessible to and usable by a person with a disability;

    - all doors into and within all premises within residential real property are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the residential real property contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

      Note: "Covered multifamily dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions:

- The above prohibitions do not apply to rentals of housing accommodations in a building in which the owner, or members of the owner's family, occupy one of the living units and in which there are, or the owner intends there to be, accommodations for not more than two families living independently of each other; or four families, and only with respect to a

prospective tenant, not related to the owner-occupant, with whom the owner-occupant anticipates the sharing of a kitchen or bathroom.

- The above prohibitions do not apply to a single-family house rented by an owner if the owner does not own more than three single-family houses at any one time, provided that:

    - the owner does not own any interest in, nor is there owned or reserved on his or her behalf, title to or any right to all or part of the proceeds from the sale or rental of more than three single-family houses at any one time; and

    - the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of any person in the business of selling or renting dwellings, and without publication of any discriminatory advertisement or written notice.

- In no event does a dwelling need to be made available to any person whose tenancy would constitute a direct threat to the health and safety of other persons or would result in substantial damage to the property of others.

Section 2-1402.21 amended 2009; § 2-1402.24 amended 1999.

D.C. Code §§ 2-1402.21, .24 (2020)

District Of Columbia, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

Whenever a lease for a definite term expires or any tenancy is terminated, the landlord may commence an action in ejectment to recover possession of the leased premises and rent arrearages.

Note: If separate actions for arrears of rent and for possession have been brought, they may be consolidated and one judgment rendered for possession and rent.

A landlord may also recover rent by enforcing his tacit lien for rent upon the tenant's personal chattels on the premises, which lien arises on commencement of the tenancy and continues for three months after the rent is due and until termination of any action for such rent brought within the three-month period. The lien may be enforced by attachment, which may be issued upon affidavit that the rent is due and unpaid, or, if it is not due, that the tenant is about to remove or sell some of the chattels. Such attachment may issue in any action for recovery of possession of the premises where rent is claimed.

A landlord's lien may also be enforced by judgment and execution, to be levied on the chattels.

If a tenant fraudulently removes his or her goods or chattels or conceals them, the tenant is liable to the landlord for double the value of the goods, which may be recovered by action for debt in any court.

Section 42-3210, -3211, -3212 amended 1991; §§ 42-3213, -3214, -3215 enacted 1901; § 42-3218 history unknown.

D.C. Code §§ 42-3210, -3211, -3212, -3213, -3214, -3215, -3218 (2020)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

"Any personal property remaining in or about the leased premises at the time of ejectment is deemed abandoned property."

A landlord shall dispose of any abandoned property in any manner not prohibited expressly prohibited by law. A landlord may not place or cause the placement of abandoned property in an outdoor space other than a licensed disposal facility or lawful disposal receptacle; provided, a landlord may place it in an outdoor private or public space while in the process of transporting the abandoned property from the leased premises for disposal.

If a landlord receives any funds from any sale of such abandoned property, the landlord must pay such funds to the account of the ejected tenant and apply any amounts due the landlord by the ejected tenant, including the actual costs incurred by the landlord in the ejectment process. If any funds are remaining after application, the remaining funds must be treated as a security deposit under applicable law.

"The landlord and anyone acting on behalf of the landlord shall be immune from civil liability for loss or damage to the ejected tenant's abandoned property or claims related to its lawful disposal."

Enacted 2019.

D.C. Code § 3210.01 (2020)

Security Deposits

The amount of any initial security deposit, the interest rate on the security deposit, and the means by which the deposit is returned to the tenant when the tenant vacates the unit must be disclosed by the landlord at the time a prospective tenant files an application to lease any rental unit.

The landlord must also post in the building lobby and rental office, at the end of each calendar year, where the tenants' security deposits are held and what the prevailing rate was for each six-month period over the past year. At the end of a tenant's tenancy, the landlord must list for the tenant the interest rate for each six-month period during the tenancy.

A security deposit may not exceed an amount equal to the first full month's rent charged the tenant and may be charged only once by the owner. All monies paid to an owner by tenants for security

deposits must be deposited by the owner in an interest bearing escrow account established and held in trust in a financial institution in the District insured by a federal or state agency for the sole purposes of holding such deposits or payments.

Within 45 days after the termination of the tenancy, the owner shall either:

- tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the tenant on that deposit or payment; or

- "notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement."

In the latter case, the owner, within 30 days after such notification to the tenant, must tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, and at the same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use. Any landlord who fails to return a security deposit rightfully owed to a tenant is liable for the amount of the deposit withheld or, in the event of bad faith, for treble damages.

In order to determine the amount of the security deposit or other payment to be returned to the tenant, the owner may inspect the dwelling unit within three days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy. A notice of inspection must be delivered to the tenant, or at the dwelling unit in question, at least 10 days before the date of the intended inspection. Interest on an escrow account is due and payable by the owner to the tenant upon termination of any tenancy of 12 months or more, unless an amount is deducted under D.C. Mun. Regs. §§ 309.1 and 309.2.

A landlord may not withhold a security deposit for the replacement value of apartment items that are damaged due to ordinary wear and tear.

"A covenant or promise by a tenant to leave, restore, surrender, or yield a leased premises in good repair does not obligate the tenant to make substantial repairs, replace obsolete materials, or fix other defects without negligence or fault on the tenant's part."

The Office of Administrative Hearings may adjudicate complaints for the non-return of tenant security deposits and for the nonpayment of interest on tenant security deposits.

Section 42-3502.17 amended 2017; § 42-3502.22 amended 2014; regulations amended 2012.

D.C. Code §§ 42-3502.17, .22 (2020); 14 D.C. Mun. Regs. §§ 308.2, .3, .7; 309.1, .2, .5; 310.1; 311.2 (2020)

District Of Columbia, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory practice, wholly or partially for a discriminatory reason based on the actual or perceived race, color, religion, national origin, sex, age, marital status, family status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense or place of residence or business of any individual, to:

- interrupt or terminate, or fail or refuse to initiate any real property transaction, to require different terms for such a transaction or to falsely represent that an interest in real property is not available;

- to include in the terms or conditions of a real property transaction, any clause, condition or restriction; or

- refuse or restrict facilities, services, repairs or improvements for a tenant or lessee.

It is also an unlawful discriminatory practice to print, publish or use, or cause to printed, published or used, any notice, statement, advertisement or application with respect to the rental of real property that indicates a preference, limitation, specification or discrimination on the basis of the actual or perceived race, color, religion, national origin, sex, age, marital status, family status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense or place of residence or business of any individual.

It is an unlawful discriminatory practice to do any of the above prohibited acts wholly or partially based on the fact that a person has one or more children who reside with that person. When renting housing accommodations, a landlord may not discriminate against families receiving or eligible to receive Tenant Assistance Program assistance, elderly tenants or families with children.

Exceptions:

- The above prohibitions do not apply to rentals of housing accommodations in a building in which the owner, or members of the owner's family, occupy one of the living units and in which there are, or the owner intends there to be, accommodations for not more than two families living independently of each other; or four families, and only with respect to a prospective tenant, not related to the owner-occupant, with whom the owner-occupant anticipates the sharing of a kitchen or bathroom.

- The above prohibitions do not apply to a single-family house rented by an owner if the owner does not own more than three single-family houses at any one time, provided that:

    - the owner does not own any interest in, nor is there owned or reserved on his behalf, title to or any right to all or part of the proceeds from the sale or rental of more than three single-family houses at any one time; and

    - the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of any person in the business of selling or renting dwellings, and without publication of any discriminatory advertisement or written notice.

- In no event does a dwelling need to be made available to any person whose tenancy would constitute a direct threat to the health and safety of other persons or would result in substantial damage to the property of others.

- The prohibitions related to familial status do not apply to "housing for older persons" as defined in D.C. Code § 2-1402.21(c)(3).

Note: Any real estate broker or real estate salesperson who commits any prohibited act of discrimination, if such act or the property involved is within the District, or if such act occurs outside of the District, in a place where such act is prohibited by state or local law, ordinance or regulation, without regard to location of the property, will be considered by the Real Estate Commission, for the purposes of the real estate licensing law, as having endangered the public interest; and will be subject to the procedures set forth in § 2-1403.17

Section 2-1401.21 amended 2009; § 2-1401.24 amended 2019; § 2-1401.23 amended 1983; § 42-3505.05 amended 1987.

D.C. Code §§ 2-1401.21, .23, .24; 42-3505.05 (LexisNexis 2020)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Florida

Florida, Condition of Rental Property

Habitability Requirements

At all times during a tenancy, the landlord must:

- comply with applicable building, housing and health code requirements; or

- if there are no such applicable codes;

- maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads;

- maintain the plumbing in reasonable working condition; and

- ensure that screens are installed in a reasonable condition at the beginning of a tenancy and damage repaired once annually, when necessary.

Note: The above landlord obligations may be altered or modified in writing with respect to single-family homes and duplexes.

Exception: The landlord is not responsible for conditions created or caused by the negligent or wrongful act or omission of the tenant, a tenant's family member or other person on the premises with the tenant's consent.

If the landlord fails to comply with the above requirements, or material rental agreement provisions, within seven days after delivery of written notice specifying the noncompliance and indicating the tenant's intend to terminate the rental agreement, the tenant may terminate the agreement. If the noncompliance is due to causes beyond the landlord's control and the landlord has made and continues to make every reasonable effort to correct the noncompliance, the agreement may be terminated or altered as follows:

- if the landlord's noncompliance renders the dwelling untenantable and the tenant vacates, the tenant is not liable for rent during the time the dwelling is uninhabitable; and

- if the landlord's noncompliance does not render the dwelling untenantable and the tenant remains, the rent for the noncompliance period is reduced by an amount proportionate to the loss of rental value caused by the noncompliance.

If the premises are damaged or destroyed, other than by the tenant's wrongful or negligent acts, so that enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may also vacate the part of the

premises rendered unusable, in which case the tenant's liability for rent is reduced by the fair rental value of that part of the premises damaged or destroyed.

Sections 83.51, .63, .56 amended 2013; § 83.53 amended 1995.

Fla. Stat. §§ 83.51, .53, .56, .63 (2019)

Provision of Essential Services

Unless otherwise agree in writing, the landlord of a dwelling unit other than a single-family home or duplex must at all times during the tenancy reasonably provide for:

- extermination of rats, mice, roaches, ants, wood-destroying organisms and bedbugs, and when the premises must be vacated for such extermination, the landlord is not liable for damages but must abate the rent;

- Note: The tenant must temporarily vacate the premises for not more than four days, on seven days' written notice, if necessary, for such extermination.

- locks and keys;

- the clean and safe condition of common areas;

- garbage removal and outside receptacles for garbage;

- functioning facilities for heat during winter, running water, and hot water.

Additionally, unless otherwise agreed in writing at the start of the tenancy of a single-family home or duplex, the landlord must install working smoke detectors.

Exceptions:

- The rental agreement may provide that the tenant is obligated to pay costs or charges for garbage removal, water, fuel or utilities.

- The landlord is not responsible for conditions created or caused by the negligent or wrongful act or omission of the tenant, a tenant's family member or other person on the premises with the tenant's consent.

- A tenant may not raise the landlord's noncompliance with the above requirements as a defense to an action for possession.

A landlord may not cause the termination or interruption of any utility service furnished the tenant, including water, heat, electric, gas, elevator, garbage collection or refrigeration, whether or not the utility service is under the landlord's control or payment is made by the landlord. A landlord who violates this requirement is liable for actual or consequential damages or three months' rent, whichever is greater, and costs and attorney fees.

Section 83.51 amended 2013; § 83.67 amended 2007.

Fla. Stat. §§ 83.51, .67 (2019)

Repairs

No relevant provisions were located.

Landlord's Right of Entry

The tenant may not unreasonably withhold consent to the landlord to enter the dwelling unit to:

- inspect the premises;
- make necessary or agreed repairs, decorations, alterations, or improvements;
- supply agreed services; or
- show the dwelling to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

The landlord may enter the dwelling unit:

- at any time for the protection or preservation of the premises; or
- upon reasonable notice to the tenant and at a reasonable time to repair the premises.

“Reasonable notice” for repair is notice given at least 12 hours prior to entry, and reasonable time for repair is between 7:30 a.m. and 8:00 p.m.

The landlord may enter the dwelling when necessary for the further purposes first set out above under any of the following circumstances:

- with the tenant's consent;

- in case of emergency;

- when the tenant unreasonably withholds consent; or

- if the tenant is absent from the premises for a period equal to one-half the time for periodic rental payments, provided if rent is current and the tenant notifies the landlord of an intended absence, the landlord may enter only with the tenant's consent or for the protection or preservation of the premises.

The landlord may not abuse the right of access or use it to harass the tenant.

Section amended 1995.

Fla. Stat. § 83.53 (2019)

Florida, Property Management Licensing

Florida does not separately license real estate managers.

However, any person, who, for another and for compensation, rents or offers, attempts or agrees to rental of any real property, who advertises that he or she is engaged in the business of leasing or rental of real property of others or interests therein, who takes any part in the procuring of lessors or lessees of the real property or another, or who directs or assists in the procuring of prospects or in the negotiating or closing of any transaction which does or is calculated to result in the leasing of real property, and all persons who advertise rental property information or lists is deemed a broker and must be licensed as either a real estate salesperson or real estate broker by the Florida Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Florida**.

Exceptions: Florida's real estate licensing requirements do not apply to:

- an individual or other entity that sells, exchanges or leases its own real property, provided this exemption does not apply to the extent that "an agent, employee, or independent contractor paid a commission or other compensation strictly on a transactional basis is

employed to make sales, exchanges, or leases to or with customers in the ordinary course of an owner's business of selling, exchanging, or leasing real property to the public";

- a salaried employee of an owner (or of an owner's registered broker) of an apartment community who works in an onsite rental office in a leasing capacity;

- a person employed for a salary as a condominium or cooperative apartment complex manager as a result of any activities or duties the person may have related to renting individual units, provided the rentals are for periods no longer than one year;

- a property management firm or an apartment-complex owner who pays a finder's or referral fee to an unlicensed person who is a tenant in the complex, provided the fee does not exceed $50 per transaction.

Sections amended 2004.

Fla. Stat. §§ 475.01, **.011 (2019)**

Registration/Licensing/Certification of Rental Properties

Florida does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Florida, Reasonable Accommodation

It is unlawful for any person to discriminate in the rental, or otherwise make unavailable or deny a dwelling to a renter, discriminate against any person in the terms, conditions or privileges of rental of residential real property or in the provision of services or facilities in connection with the dwelling because of the handicap of:

- that renter or that person;

- a person residing or intending to reside in the dwelling after it is rented; or

- a person associated with that renter that person.

Such discrimination includes:

- refusal to permit, at the handicapped person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy residential real property;

- in connection with a "covered multifamily residential real property," failure to design and construct such property to have at least one building entrance on an accessible route, unless the terrain or unusual site characteristics make doing so impractical, and in such a manner that:

    - makes the common-use and public-use areas of the residential real property readily accessible to and usable by a person with handicap;

    - provides that all doors into and within the all premises within residential real property are sufficiently wide to allow passage by a handicapped person who uses a wheelchair; and

    - ensures that all premises within the residential real property contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

Note: "Covered residential real property" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions: The above prohibitions do not apply to:

- a single-family house sold or rented by an owner if:
    - the owner does not own more than three single-family houses at any one time or the owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time; and
    - the house was or rented without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate licensee or of any person in the business of selling or renting dwellings, or any of their employees, and without the publication, posting or mailing, after notice of any advertisement or written notice in violation of Fla. Stat. § 760.23(3); and

    Note: A person is deemed to be in the business of selling or renting dwellings if the person:

    - has, within the preceding 12-month period participated as the principal in three or more transactions involving the sale or rental of any dwelling or any interest therein;
    - has, within the preceding 12-month period, participated as agent, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein; or
    - is the owner of any dwelling designed or intended for occupancy by, or occupied by five or more families;
- rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner actually resides in one of the living quarters.

Any person aggrieved by a discriminatory housing practice, or who believes they may be injured by one that is about to occur, may file a complaint with the Florida Commission on Human Rights pursuant to Fla. Stat. § 760.34 within one year of the alleged occurrence. If the Commission is not able to obtain voluntary compliance within 180 days of filing, the aggrieved person may commence a civil suit or petition for an administrative determination to enforce his or her rights. And, if the Commission determines there is reasonable cause to believe that a discriminatory housing practice has occurred, at the request of the person aggrieved, the Attorney General may bring an action on behalf of that person. If the court determines that the defendant committed a violation, it may impose a fine of up to $50,000 depending on the number of prior violations and the period during which they occurred. The court may award injunctive relief and award actual and punitive damages, court costs and attorney fees to the plaintiff.

Sections 760.22, .35 amended 1997, § 760.23 amended 1989; § 760.29 amended 2003; § 760.34 amended 2013.

Fla. Stat. §§ 760.22, .23, .29, .34, .35 (2019)

Florida, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If the tenant does not pay rent when due and the default continues for three days (excluding Saturday, Sunday and legal holidays) after delivery of written demand for payment or possession of the premises, the landlord may terminate the rental agreement. The three-day notice must contain the language set forth in Fla. Stat. § 83.56 and must be by mail or delivery, or if the tenant is absent from the premises, by leaving a copy of the notice at the residence.

If the tenant breaches the rental agreement and the landlord has obtained a writ of possession, or the tenant has surrendered possession of or abandoned the dwelling unit, the landlord may:

- treat the agreement as terminated and retake possession for his or her own account, thereby terminating any further tenant liability;

- retake possession of the dwelling for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting;

Note: The landlord must exercise good faith in attempting to relet the premises, and any rent received as a result of a reletting must be deducted from the balance of rent due from the tenant.

- stand by and do nothing, holding the tenant liable for the rent as it comes due; or

- charge liquidated damages, as provided in the rental agreement, or an early termination fee if the parties have agreed to liquidated damages or an early termination fee, provided the amount does not exceed two months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination.

  Note: The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following set forth in Fla. Stat. § 83.595(4).

In addition to liquidated damages or an early termination fee, the landlord is entitled to rent and other charges accrued through the end of the month in which the landlord retakes possession and charges for damages to the dwelling.

In an action for possession for nonpayment of rent, or an action seeking to recover unpaid rent, the tenant may assert as a defense the landlord's noncompliance with habitability requirements if seven days have passed since the tenant's delivery of a written notice to the landlord specifying the noncompliance and indicating the tenant's intent to not pay rent because of it. A material noncompliance with Fla. Stat. § 83.51(1) is a complete defense to an action for possession for nonpayment, and the court or jury will determine the amount, if any, by which the rent should be reduced to reflect the diminution in the dwelling's value during the noncompliance.

In an action by the landlord for possession of a dwelling unit, if the tenant asserts any defense other than payment, the tenant must pay into the court registry the accrued rent alleged in the complaint or as determined by the court, and the rent accruing during the pendency of the proceeding, when due. The tenant's failure to pay rent into the registry or to file a motion to determine the amount of rent to be paid into the registry within five days (excluding Saturdays, Sundays, and legal holidays) after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment. In such cases, the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing.

Section 83.56, .60 amended 2013; § 83.595 amended 2008.

Fla. Stat. §§ 83.56, .595, .60 (2015)

Abandonment of the Premises

The landlord may recover possession of the dwelling when the tenant has abandoned the dwelling. In the absence of actual knowledge of abandonment, the tenant is presumed to have abandoned the dwelling if he or she is absent for a period equal to one-half the time for periodic rent payments, provided such presumption does not apply if rent is current or the landlord has received written notice of an intended absence by the tenant.

Section 83.59 amended 2013

Fla. Stat. § 83.59 (2015)

Waiver of Right to Terminate for Nonpayment

If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts the tenant's performance of any other provision of the rental agreement that varies from its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts the landlord's performance of any other provision of the agreement that varies from its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance.

However, a landlord does not waive the right to terminate the rental agreement or to sue for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

- provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;

- place the amount of partial rent accepted in the court registry upon filing the action for possession; or

- post a new three-day notice reflecting the new amount due.

Amended 2013.

Fla. Stat. § 83.56 (2015)

Disposition of Tenant's Property

When personal property remains on the premises after the termination or expiration of the tenancy and the tenant has vacated, the landlord must give written notice to the tenant and any other person whom the landlord reasonably believes owns the property. The notice must:

- describe the property;

- advise the person that the reasonable cost of storage may be charged before the property is released;

- state where the property may be claimed; and

- state the date before which the claim must be made, which may not be fewer than 10 days after the notice is personally delivered or 15 days after it is deposited in the mail.

A form of the required notice to be sent to the former tenant appears in Fla. Stat. § 715.105, and that for owners other than the tenant in Fla. Stat. § 715.106.

The landlord must store the personal property until it is released to the owner or otherwise disposed of, but the landlord is not liable for any loss unless caused by his or her deliberate or negligent act. If the former tenant or other person believed to be the owner of the property pays the reasonable storage costs and advertising and takes possession of the property before the date specified in the notice, the landlord must release the property. If the notice states that the property will be sold at public sale, the landlord must release the property if it is claimed prior to the sale and the reasonable costs of storage, advertising and sale incurred prior to withdrawal from the sale are paid by the claimant. Costs of storage are assessed pursuant to Fla. Stat. § 715.111.

If the personal property is not released, the landlord may sell it at public sale by competitive bidding, unless the landlord believes that the total resale value is less than $500, in which case he or she may retain it for personal use or dispose of it in any manner chosen. Notice of the sale time and place must be advertised by publication once a week for two consecutive weeks in a newspaper of general circulation. The sale must take place at least 10 days after the first publication. The last publication must be at least five days before the sale. The notice of sale must describe all or part of the property adequately so to allow the owner to identify it, but the statutory limitation of the landlord's liability does not protect the landlord from liability arising from disposition of property not described in the notice, except that a container which is locked or otherwise fastened in a manner deterring immediate access to its contents may be described without describing the contents.

After deduction of the costs of storage, advertising and sale, the balance of sale proceeds not claimed by the former tenant or other owner of the property must be paid to the treasury of the county in which the sale took place not later than 30 days after the sale. That balance may be claimed by the tenant or other owner of the property within one year from the date of payment to the county.

After release of property to the former tenant, the landlord is not liable to any person with respect to the property.

Section 715.104, .107, .108, .111 amended 1997; § 715.105, .106, 109 amended 2001; § 715.11 enacted 1983.

Fla. Stat. §§ 715.104— .111 (2014)

Security Deposits

If the tenant deposits or advances money on a rental agreement as security for performance of the agreement or as advance rent for other than the next immediate rental period, the landlord must:

- hold the total amount in a separate non-interest-bearing account for the benefit of the tenant(s);

- hold the total amount in a separate interest-bearing account for the benefit of the tenant(s), in which case the tenant must receive interest in an amount at least 75% of the annualized average interest rate payable on such account or five percent per year, simple interest, as elected by the landlord; or

- post a surety bond with the circuit court clerk in the county in which the dwelling is located in the total amount of security deposits and advance rent held on behalf of tenants or $50,000, whichever is less.

The landlord must, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant of the advance rent or security deposit. The notice must;

- be given personally or by mail to the tenant;

- state the name and address of the depository where the funds are being held or state the landlord has posted a surety bond;

- state whether the tenant is entitled to interest; and

- contain the disclosure language set forth in Fla. Stat. § 83.49(2).

Advance rents may be disbursed from the deposit account to the landlord's benefit without notice to the tenant.

When the premises are vacated for termination of the lease, the landlord must:

- if no claim is imposed on the security deposit by the landlord, return the deposit to the tenant within 15 days, with interest, if required; or

- within 30 days give the tenant written notice by certified mail to the tenant's last known address of the landlord's intention to impose a claim on the deposit and the reason for doing so, using the notice form set forth in Fla. Stat. § 83.49(3).

If the landlord does not give the required notice within 30 days, the landlord forfeits the right to impose a claim on the deposit and may not setoff against the deposit, but may file an action after the deposit is returned.

If the tenant does not object to the landlord's claim or the amount thereof within 15 days after receipt of the notice of intention to impose claim, the landlord may deduct the amount of the claim and remit the balance of the deposit to the tenant within 30 days after the date of the notice.

In any action adjudicating the parties' rights to the security deposit, the prevailing party may receive costs and reasonable attorney fees.

Amended 2013.

Fla. Stat. § 83.49 (2019)

Florida, Tenant Screening

State Fair Housing Requirements

A person may not, because of race, color, religion, sex, national origin, handicap, or familial status:

- refuse to rent after the making of a bona fide offer, or negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any person;

- discriminate against a person in the terms, conditions or privileges of rental of a dwelling, or in the furnishing of facilities or services in connection therewith;

- print, publish or use, or cause to printed, published or used, any notice, statement, advertisement or application with respect to the rental of real property that indicates a preference, limitation, specification or discrimination on the basis of race, color, religion, sex, national origin, handicap, or familial status or an intention to make such preference, limitation, specification or discrimination; or

- represent that a dwelling is not available for inspection, sale or rental when in fact it is available.

"Familial status" means the fact that a person:

- lives with a minor child and has legal custody;

- lives with a minor child and has written permission to do so from the person who has legal custody of the child;

- is pregnant; or

- is in the process of securing legal custody of a minor child.

Exceptions: The above prohibitions do not apply to:

- a single-family house sold or rented by an owner if:

    - the owner does not own more than three single-family houses at any one time or the owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time; and

    - the house was or rented without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate licensee or of any person in the business of selling or renting dwellings, or any of their employees, and without the publication, posting or mailing, after notice of any advertisement or written notice in violation of Fla. Stat. § 760.23(3); and

  Note: A person is deemed to be in the business of selling or renting dwellings if the person:

    - has, within the preceding 12-month period participated as the principal in three or more transactions involving the sale or rental of any dwelling or any interest therein;

    - has, within the preceding 12-month period, participated as agent, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein; or

    - is the owner of any dwelling designed or intended for occupancy by, or occupied by five or more families.
- rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner actually resides one of the living quarters.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or society may limit the rental or occupancy of real property which it owns or operates for other than

commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color or national origin.

Provisions regarding familial status do not apply to "housing for older persons" as defined in Fla. Stat. § 760.29(4)(b).

Any person aggrieved by a discriminatory housing practice, or who believes they may be injured by one that is about to occur, may file a complaint with the Florida Commission on Human Rights pursuant to Fla. Stat. § 760.34 within one year of the alleged occurrence. If the Commission is not able to obtain voluntary compliance within 180 days of filing, the aggrieved person may commence a civil suit or petition for an administrative determination to enforce his or her rights. And, if the Commission determines there is reasonable cause to believe that a discriminatory housing practice has occurred, at the request of the person aggrieved, the Attorney General may bring an action on behalf of that person. If the court determines that the defendant committed a violation, it may impose a fine of up to $50,000 depending on the number of prior violations and the period during which they occurred. The court may award injunctive relief and award actual and punitive damages, court costs and attorney fees to the plaintiff.

Sections 760.22, .35 amended 1997, § 760.23 amended 1989; § 760.29 amended 2003; § 760.34 amended 2013.

Fla. Stat. §§ 760.22, .23, .29, .34, .35 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Georgia

Georgia, Condition of Rental Property

Habitability Requirements

A landlord must comply with applicable municipal and county building and housing code requirements materially affecting health and safety in effect at the time of original construction of the premises.

Amended 1976.

Ga. Code Ann. § 44-7-4 (LexisNexis 2019)

Provision of Essential Services

It is unlawful for a landlord to knowingly and willfully suspend the utilities to a tenant until any dispossessory proceeding by the landlord against the tenant has finalized.

"Utilities" means heat, light, and water service.

Amended 1988.

Ga. Code Ann. § 44-7-14.1 (LexisNexis 2019)

Repairs

A landlord must keep the premises in repair and is liable for all substantial improvements made to the premises by his consent.

Amended 1933.

Ga. Code Ann. § 44-7-13 (LexisNexis 2019)

Landlord's Right of Entry

A landlord must abide by local ordinance security standards that prevent the landlord's unauthorized entry of the premises occupied by a tenant, as long as the local ordinance does not conflict with applicable fire codes.

Amended 1976.

Ga. Code Ann. § 44-7-4 (LexisNexis 2019)

Georgia, Property Management Licensing

Georgia does not separately license general property managers, but it does license community association mangers.

Any person, who, for another and for compensation, "performs property or community association management services" is performing real estate broker activities and must be licensed as a real estate broker by the Georgia Real Estate Commission. The Commission also licenses community association managers. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Georgia**.

A "community association manager" is a person who acts on behalf of a real estate broker by providing only community association management services, which include providing, for consideration and to others, "management or administrative services on, in, or to the operation of the affairs of a community association, including, but not limited to, collecting, controlling, or disbursing the funds; obtaining insurance, arranging for and coordinating maintenance to the association property; and otherwise overseeing" the association's day-to-day operations. A "community association" is an owner organization of "residential or mixed use common interest realty association in which membership is mandatory as an incident of ownership within the development."

The licensing requirements do not apply to:

- a person who, as owner, the owner's spouse, the general partner of a limited partnership, lessor, or prospective purchaser or their regular employees, "performs any act with reference to property owned, leased, or to be acquired by such owner, limited partnership, lessor, or prospective purchaser," provided the acts are performed in the regular course of managing the property and investing in it;

- a person who manages residential apartment complexes under a contract approved by a federal agency for an organization that is exempt from federal taxes pursuant to I.R.C. § 501(c)(3), provided the person was engaged in managing the property before January 1, 1989;

- a person who, "as owner or through another person engaged by such owner on a full-time basis or as owner of a management company whose principals hold a controlling ownership of such property," provides property or community association management services, "buys, sells, leases, manages, auctions, or otherwise deals" with property owned by that person;

- a person employed full-time by a property owner for the purpose of providing property or community association management services, "selling, buying, leasing, managing, auctioning, or otherwise dealing" with that property;

- a person employed full-time by a community association to provide community association management services;

- a person acting merely as a referral agent, who does not receive a referral fee from the party being referred, does not charge an advance fee and does not act as a referral agent in more than three transactions per year;

- an individual employed by a broker "to assist in property management services on property on which the broker has a written management agreement that the broker procured from and negotiated with the owner," provided certain other specified conditions are met;

- a person who provides property management services on properties available for less than 90 days' occupancy, provided certain other specified conditions are met;

- a member of a community association who provides community association management services only to one community association of which he or she is a member; or

- a person who "performs only physical maintenance" on property.

The above exceptions do not apply to:

- a person, other than an owner or a full-time employee of the owner, who "performs the acts of a broker on property required to be registered under Article 1, 2, or 5 of Chapter 3 of Title 44";

- a person who holds a real estate license; or

- a person who uses or attempts to use the exceptions to evade licensure.

Section 43-40-1 amended 2003; § 43-40-29 amended 2005.

Ga. Code Ann. §§ 43-40-1, -29 (LexisNexis 2019)

Registration/Licensing/Certification of Rental Properties

Georgia does not have a statewide requirement that rental properties be registered, licensed or certified by any regulatory agency.

Georgia, Reasonable Accommodation

It is unlawful for the owner, lessor or manager having the right to lease or rent a housing accommodation to discriminate against a person or the person residing in the housing because of physical or mental disability. Such discrimination includes:

- to discriminate in the rental of property, to deny, or to make unavailable the rental of property;

- to discriminate against the person residing in the property after it is rented, or made available;

- to discriminate against any person in the terms, conditions or privileges of rental of a property, or in the provision of services or facilities in connection with such property;

- to refuse to permit, at the disabled person's expense, reasonable modifications of existing premises occupied or to be occupied by such person if modifications may be necessary to afford the person full enjoyment of the premises, provided the landlord may condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; or

- to refuse to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford the person equal opportunity to use and enjoy the property.

After March 13, 1991, in connection with the design and construction of covered multifamily dwellings, the premises must:

- have public- and common-use areas that are readily accessible to and usable by persons with disabilities;

- have all the doors designed to allow passage into and within all premises that are sufficiently wide to allow passage by persons with disabilities in wheelchairs;

- have features, including accessible entry and exit routes, reinforcements in bathroom walls and grab bars, usable bathrooms, usable kitchens, light switches, electrical outlets, thermostats, and other environmental controls that are accessible to individuals in wheelchairs; and

- comply with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usableness for physically disabled people.

Exception: The building's design does not have to comply with this section if it is impracticable to do so because of the terrain or unusual characteristics of the site.

Section 8-3-202 amended 2014.

Ga. Code Ann. § 8-3-202 (LexisNexis 2019)

Georgia, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If the tenant refuses to pay rent, the landlord may bring a writ of possession action in the appropriate court to demand possession of the property.

The tenant must be allowed to pay the rent owed, plus the cost of the dispossessory warrant, within seven days of the day the landlord served the tenant the writ of possession order. If the landlord accepts the tenant's rent after serving the tenant the dispossessory warrant, that is a complete defense to the action. Applications for execution of a writ of possession must be made within 30 days of issuance of the writ of possession

Section 44-7-50 amended 2018; § 44-7-55 amended 2019.

Ga. Code Ann. §§ 44-7-50, -55 (LexisNexis 2019)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant’s Property

Any writ of possession "shall authorize the removal of the tenant or his or her personal property or both from the premises and permit the placement of such personal property on some portion of the landlord's property or on other property as may be designated by the landlord and as may be approved by the executing officer."

After the execution of the writ of possession, the tenant’s remaining personal property is deemed abandoned. The landlord is not a bailee of the tenant’s personal property and does not owe a duty to the tenant.

Amended 2019.

Ga. Code Ann. § 44-7-55 (LexisNexis 2019)

Security Deposits

“Security deposit” means money or other form of security given by a tenant to a landlord that must be held by the landlord on behalf of the tenant’s residential rental agreement. The landlord must deposit the tenant’s security deposit into an escrow account established only for that purpose hold it in trust for the tenant.

The tenant has a right to inspect the premises and create a list of any existing damage before the tenant gives the landlord the security deposit and also prior to taking occupancy of the premises.

Within three business days after the termination of the occupancy the landlord must inspect the premises and create a list of any damage done to the premises that will be charged against the security deposit and the estimated dollar value of such damage.

The tenant must be allowed to inspect the premises within five business days after the termination of the occupancy to clarify the accuracy of the list. The tenant and landlord must sign the list, but if the tenant refuses to sign he or she must specify his dissent in writing to dispute in court.

The landlord must return the full security deposit, minus the costs determined in the final inspection, within 30 days after the lease terminated or surrender of the premises, to the last known address of the tenant by first class mail. If the landlord keeps any part of the security deposit for damages, the landlord must provide the tenant with a written statement listing the damages. A security deposit may not be retained to cover ordinary wear and tear, as long as there was no negligence, carelessness, accident or abuse of the premises by the tenant.

A landlord may keep the security deposit to cover:

- nonpayment of rent;
- late payment fees;
- abandonment of the premises;
- nonpayment of utilities;
- unpaid pet fees; or

- damages caused by the tenant's breach of the lease agreement.

If the landlord is unable to locate the tenant after a reasonable effort, the security deposit becomes the landlord's property after 90 days from when he mailed the security deposit.

A landlord is not entitled to retain any part of the security deposit if the landlord does not:

- deposit the security deposit into an escrow account;
- make and present to the tenant the initial damage list required by § 44-7-33(a); and
- compile and make available to the tenant the final damage list required by § 44-7-33(b).

A landlord who fails to return any part of the security deposit according to the above requirements is liable to the tenant for three times the amount of the security deposit improperly withheld, plus reasonable attorney's fees.

Section 44-7-30 amended 2007; § 44-7-31 amended 2006; §§ 44-7-33, -34, -35 amended 2018.

Ga. Code Ann. §§ 44-7-30, -31, -33, -34, -35 (LexisNexis 2019)

Georgia, Tenant Screening

State Fair Housing Requirements

The provisions of the Georgia Code housing laws must comply with the provisions of the Federal Fair Housing Amendments Act of 1988. If any state laws relating to the treatment of persons with disabilities conflicts with the Act, the federal Act preempts the state laws.

It is an unlawful practice for any person, because of race, color, religion, sex, disability, familial status or national origin, to:

- refuse to rent after the making of a bona fide offer;

- refuse to negotiate for the rental of property, or otherwise make unavailable or deny property;

- discriminate against a person in the terms, conditions, services, or privileges of the rental of property;

- make, print, publish, or cause to be made, printed, or published any notice, statement, or advertisement with respect to the rental of property that indicates or intends to indicate a preference, limitation or discrimination;

- to represent to any person that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available; or

- to induce or attempt to induce any person to sell or rent property by representations regarding the entry or prospective entry into the neighborhood by certain persons.

Exceptions:

The prohibitions against discrimination do not apply to:

- religious organizations, associations or nonprofits; or

- housing for older persons.

Note: The term "housing for older persons" means housing:

- provided under any state or federal program specifically designed and operated to assist elderly persons as defined in the state or federal program;

- intended and operated for occupancy by persons at least 62 years old; or

- intended and operated for occupancy where 80% of the units are operated by at least one person 55 years of age or older per unit.

Section 8-3-205 amended 1992; § 8-3-202 amended 2014; § 8-3-223 amended 1995.

Ga. Code Ann. §§ 8-3-202, -205, -223 (LexisNexis 2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Guam

Guam, Condition of Rental Property

Note: In the event of any conflict between any provision of the Guam Landlord and Tenant Act of 2018, 21 Guam Code Ann. §§ 48101 – 48405, and any provision of 18 Guam Code Ann. §§ 51101 – 51112, which covers both commercial and residential leases, the provision(s) of the Act prevail.

Habitability

A lessor of a building intended for human occupancy must put in condition fit for occupation and repair any subsequent "dilapidations" rendering it untenantable, except those caused by the tenant's lack of ordinary care.

If there is noncompliance by the landlord with the rental agreement or noncompliance with § 48202 affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 14 days, and the rental agreement will terminate as provided in the notice.

"If the breach is remedied by repairs, the payment of damages or otherwise, and the landlord adequately remedies the breach before the date specified or shows reason why the date cannot be met in the notice, the rental agreement shall not terminate by reason of the breach." The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises.

The tenant may recover actual damages and obtain injunctive relief for the landlord's noncompliance with the rental agreement or with § 48202, and if the landlord's noncompliance is willful, the tenant may recover reasonable attorney's fees. If the rental agreement is terminated, the landlord must return that portion of the security deposit which is recoverable by the tenant under § 48201.

If the dwelling unit are damaged or destroyed by fire or casualty to the extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

- immediately vacate the premises and notify the landlord in writing within 14 days thereafter of the intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

- "if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit."

If the rental agreement is terminated, the landlord must return all security deposits recoverable under § 48201. Accounting for rent in the event of termination or apportionment is to be as of the date of the fire or casualty.

None of the above applies to fire or casualty damage caused by the tenant, their family, guests, or invitees.

Section 50105 enacted 1929; § 51101 enacted 1944; §§ 48202, 48301, 48305 enacted 2018..

Guam Code Ann. tit. 18, §§ 50105, 51101; tit. 21, §§ 48202, 48301, 48305 (2020)

Provision of Essential Services

If, contrary to the rental agreement or § 48204, the landlord willfully or negligently fails to supply essential services pursuant to the rental agreement, the tenant may give written notice to the landlord specifying the breach and may:

- "take reasonable and appropriate measures to secure essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent; or

- procure substitute housing during the period of landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance, but in no case will landlord be responsible or liable for cost of substitute housing unless agreed to in writing by both parties."

These tenant rights do not apply if the condition was caused by the deliberate negligent act or omission of the tenant, a family member, or other persons on the premises.

"If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by causing interruption of essential services to the tenant, the tenant may either recover possession or terminate rental agreement. In either case, the tenant shall be entitled

from the landlord the actual and verifiable cost of damages sustained by him. If rental agreement is terminated the landlord shall return all security deposits recoverable under § 48201."

Enacted 2018.

Guam Code Ann. §§ 48304, 48306 (2020)

Repairs

A landlord shall: (1) comply with the requirements of all applicable building and housing codes relative to health and safety; (2) make all repairs reasonably necessary to maintain the premises in a fit and habitable condition; and (3) Any defective condition of the premises which comes to the tenant's attention, which the tenant has reason to believe is unknown to the landlord, and which the tenant has reason to believe is the duty of the landlord to repair, shall be reported by the tenant to the landlord as soon as practicable. (b) The landlord and tenant may agree that the tenant perform the duties prescribed in Subsections (a)(1), (2) and (3) of this Section, but only if the transaction is entered in good faith.

If the landlord fails to repair dilapidations which he ought to repair within a reasonable time after notice thereof by the tenant, the tenant may:

- make the repairs if the cost does not exceed one month's rent; or

- vacate the premises, without liability for further rent or performance of other conditions.

The landlord may terminate the lease and recover possession before the end of the lease if the tenant does not, within a reasonable time after request, make repairs for which the tenant is obligated.

Tenant may not do self or contracted repairs without the express written consent of landlord, and tenant may not deduct expenses or costs for such repairs from their rent unless approved in writing

from landlord. (b) Tenant may not withhold rent for repairs not done. (c) Tenant may not repair at landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other persons on the premises.

Section 50107 enacted 1931; § 51102 enacted 1942; §§ 48202 and 48301 enacted 2018.

Guam Code Ann. tit. 18, §§ 50107, 51102; tit. 21, §§ 48202, 48301, 48303 (2020)

Landlord's Right of Entry

The tenant may not "unreasonably withhold the tenant's consent to the landlord to enter into the dwelling unit in order to inspect the premise; make necessary or agreed repairs, decorations, alterations, or improvements; supply services as agreed; or exhibit the dwelling unit to prospective purchasers, mortgagees or tenants."

The landlord may not abuse this right of access nor use it to harass the tenant. Except in the case of emergency or where impracticable to do so, the landlord must give tenant at least 24 hours' notice of the landlord's intent to enter, and shall enter only during reasonable hours. "The landlord shall have no other right of entry, except by court order, unless the tenant appears to have abandoned the premises, or the landlord may, during any extended absence of the tenant, enter the dwelling unit as reasonably necessary for purposes of inspection, maintenance, and safe-keeping."

Enacted 2018.

Guam Code Ann. tit. 21, § 48206 (2020)

Guam, Property Management Licensing

Guam does not separately license real estate managers.

However, any person, who, for another and for compensation, "rents or leases real estate," "[c]ollects, offers attempts or agrees to collect rent for the use of real estate," "[a]ssists or directs in the procuring of prospects calculated to result in the . . . leasing or rental of real estate," or "[a]ssists

or directs in the negotiation of any transaction calculated or intended to result in the . . . leasing or rental of real estate" must be licensed as either a real estate salesperson or real estate broker. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Guam**.

Exceptions: The licensing provisions do not apply to:

- any person or entity who, as an owner or lessor, performs any of the above-described acts in connection with property owned or leased by them, or to their regular employees, where the acts are performed in the regular course of or as an incident to the management of such property or the investment therein, provided, however, that such employees do not perform any such acts in connection with a vocation of leasing any real estate or improvements thereon;

- a "person acting as a resident manager for the owner or an employee acting as a resident manager for a broker managing an apartment building, duplex, apartment complex or court, when such resident manager resides on the premises and is engaged in the leasing of property in connection with his employment;" or

- anyone performing any of the above-described acts in connection with his own property, or a corporation doing so through its regular officers receiving no special compensation therefor in connection with its own property, except that this exemption does not extend to any individual or entity engaged in the leasing of its own real property.

History unavailable.

Guam Code Ann. tit. 21, §§ 104102, 104105 (2020)

Registration/Licensing/Certification of Rental Properties

Guam does not have a territorial requirement that rental properties be registered, licensed or certified by any regulatory agency.

Guam, Reasonable Accommodation

No provisions governing a landlord's duty to accommodate disabled tenants were located.

Guam, Remedies for Failure to Pay

Note: In the event of any conflict between any provision of the Guam Landlord and Tenant Act of 2018, 21 Guam Code Ann. §§ 48101 – 48405, and any provision of 18 Guam Code Ann. §§ 51101 – 51112, which covers both commercial and residential leases, the provision(s) of the Act prevail.

Recovery of Possession for Failure to Pay Rent

If rent is unpaid when due and the tenant fails to pay rent five days after written notice by the landlord of nonpayment and the intention to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the rental agreement 30 days after receipt of notice.

A landlord may bring an unlawful detainer action to recover possession of leased premises and rent.

A tenant is guilty of unlawful detainer if he continues in possession without the landlord's permission after default in the payment of rent and five days' written notice requiring payment of a stated amount due or possession of the property has been served upon him.

If the court finds in favor of the landlord, possession of the premises will be awarded to the landlord, and the lease forfeited if the landlord has elected forfeiture pursuant to notice. The court will assess damages and determine the amount of rent due. In the discretion of the court, judgment may be entered either for the amount of damages and rent due or for three times the amount so found.

History unavailable; § 48401 enacted 2018.

Guam Code Ann. tit. 21, §§ 21103(b), 21115 (2020); tit. 21, § 48401 (2020)

Abandonment of the Premises

If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant and consider the dwelling unit abandoned. During any absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary.

If the tenant abandons the dwelling unit, the landlord must 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, it terminates as of the date of the new tenancy. If the landlord fails to use reasonable efforts to rent the dwelling unit or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment.

"If the tenant abandons the dwelling unit, with no intention of resuming the tenancy, the landlord is entitled to the lesser of: (1) the entire rent for the remainder of the term; or (2) the daily rent for the period necessary to re-rent the dwelling, plus a reasonable commission, plus the difference between the rent agreed to in the prior rental agreement and the fair rental value."

Enacted 2018.

Guam Code Ann. tit. 21, § 48403 (2020)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

When the tenant has wrongfully abandoned the premises and has abandoned personal property which the landlord, in good faith, determines to be of value, in or around the premises, the landlord may:

- sell such personal property, in a commercially reasonable manner;
- store such personal property at the tenant's expense; or
- donate such personal property to a charitable organization.

"Before selling or donating such personal property, the landlord shall make reasonable efforts to apprise the tenant of the identity and location of, and the landlord's intent to sell or donate such personal property by mailing notice to the tenant's forwarding address, or to an address designated by the tenant for the purpose of notification, or if neither of these is available, to the tenant's previous known address." After such notice, the landlord may sell the personal property or donate the personal property to a charitable organization provided such sale or donation does not take place until 15 days after notice is mailed, after which the tenant is deemed to have received notice.

The proceeds of the sale, after deduction of accrued rent and costs of storage and sale, including the cost of advertising, must be held in trust for the tenant for 30 days, after which time the proceeds are forfeited to the landlord. When the tenant has abandoned the premises, any personal property in or around the premises left unsold otherwise left abandoned by the tenant and determined by the landlord to be of no value may be disposed of at the landlord's discretion without liability to the landlord.

Enacted 2018.

Guam Code Ann. tit. 21, § 48403 (2020)

Security Deposits

The total amount of a security deposit may not exceed one month's rent; an additional reasonable "pet deposit," may not exceed $500. Landlords may not collect more than the first month's rent and security deposit (including pet deposit if appropriate) at the time of lease commencement.

If the landlord has lawful grounds to retain all or any portion of the security deposit, the landlord must notify the tenant in writing of the reasons for retention. Any costs, such as cleaning or specific repairs, must be itemized and copies of receipts included. If the repairs cannot be accomplished within 14 days, estimates for the cleaning or repair services may be substituted. The notice, and any portion of the security deposit remaining, after deductions, must be given to the tenant within 14 days after the rental termination.

The tenant may use the deposit as payment for the last month's rent only if the landlord agrees in writing to such a use. In any event, the landlord retains the right to have the tenant pay for damages caused by the tenant.

Any action by the tenant to recover all or any portion of the security deposit must be commenced within one year from the date the rental agreement terminated. Legal action involving security deposit disputes may be undertaken by either party. Where the court determines that the landlord wrongfully and willfully retained all or part of the security deposit, it may award the tenant damages equal to three times the amount of the security deposit, or part thereof, wrongfully and willfully retained, plus the cost of the suit. if the court determines that the landlord wrongfully retained all or part of the security deposit, it must award the tenant damages equal to the amount of the security deposit or part thereof, wrongfully retained, plus the cost of the suit. And, if it is determined that the landlord was entitled to retain the security deposit or part thereof, the court shall award the landlord damages in an amount equal to the amount of the security deposit, or part thereof, in dispute, plus the cost of the suit.

Enacted 2018.

Guam Code Ann. § 48201 (2020)

Guam, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory practice for a person, owner, real estate broker or salesperson or financial institution to:

- refuse to rent or lease, or deny or withhold a dwelling from an individual based on that person's sex, race, religion, color, ancestry, national origin or place of birth;

- discriminate against a person based on sex, race, religion, color, ancestry, national origin or place of birth in a term, condition or privilege relating to the rental or lease of a dwelling or in providing services or facilities in connection with a rental or lease;

- refuse to negotiate for the rental or lease of any dwelling because of a person's sex, race, religion, color, ancestry, national origin or place of birth;

- refuse to receive or transmit a bona fide offer to rent or lease any dwelling because of a person's sex, race, religion, color, ancestry, national origin or place of birth;

- represent to a person that a dwelling is not available for inspection for rental or lease or refuse to allow inspection because of the person's sex, race, religion, color, ancestry, national origin or place of birth when the dwelling is in fact available; or

- to offer, solicit accept or use any listing of a dwelling for rent or lease with the understanding that a person may be subjected to discrimination with respect to that rental or leasing, or in the furnishing of facilities or services related thereto.

It is also a discriminatory practice to make, print or publish any notice, statement or advertisement, to sign or use any form or application for the rental or leasing of a dwelling, or to make a record of inquiry with respect to a prospective rental or lease of any dwelling, which indicates any discrimination or intent to discriminate.

<u>Exceptions</u>:

- None of the above prohibitions against discrimination apply to the rental of a single-family house rented by the owner if that private individual owner does not own more than three single-family houses at any one time or any interest in title to any right to proceeds from the rental or sale of more than three single-family houses at any one time. The house must be rented without using rental facilities or services of a licensed real estate broker, agent or realtor, or a person in the business of selling or renting dwellings, or the publication, posting or mailing of a notice, statement or advertisement prohibited by Guam Code Ann. § 70.47. This exception applies only to one rental in a 24-month period, if the owner was not the most recent resident of the house at the time of rental.

- Additionally, none of the above prohibitions apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner maintains and occupies one of the living quarters as his or her residence.

- The fair housing laws do not prohibit a religious organization, association or society or a nonprofit institution or organization operating, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to individuals of the same religion or giving preference to persons of the same religion, unless membership in the religion is restricted because of race, color, sex or national origin."

A person aggrieved by any discriminatory practice may file a complaint with the Attorney General within 30 days after becoming aware of the unlawful practice, but in no event more than 60 days after the unlawful practice occurred. If the Attorney General cannot resolve the complaint in a manner acceptable to both parties, the Attorney General must commence a prosecution. A person convicted of a discriminatory housing practice is guilty of misdemeanor.

Enacted 1981.

Guam Code Ann. tit. 9, §§ 70.47, .48, .49, .51 (2020)

Other Provisions Related To Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Hawaii

Hawaii, Condition of Rental Property

Habitability Requirements

A landlord must at all times:

- comply with applicable building and housing code requirements materially affecting health and safety;
- make repairs to put and keep the premises in a habitable condition;
- keep common areas in a clean and safe condition; and
- maintain in good working order all electrical, plumbing and other facilities and appliances which the landlord supplies, subject to reasonable wear and tear.

If the landlord is in material noncompliance with the above requirements, or fails to provide essential services as described below, the tenant may, upon notice to the landlord terminate the lease and vacate the premises within one week of occupancy. The right to so vacate exists beyond the first week of occupancy if the tenant remains in possession in reliance on the landlord's promise to correct all or any part of the condition justifying termination.

If the tenant is deprived of a substantial part of the enjoyment of the bargain under the lease by any condition within the premises, the tenant may notify the landlord in writing of the condition and terminate the lease if the landlord does not remedy the situation within one week. If the condition renders the dwelling inhabitable or presents an imminent threat to health or safety, notice is not required, and if caused willfully or negligently by the landlord, the tenant may recover damages sustained by reason of the condition.

Exception: A tenant may not terminate for a condition caused by his want of due care or that of a family member or other person on the premises with his permission.

Prior to the tenant's occupancy, the landlord must make a written inventory of the condition of the premises and any furnishing and appliances. Duplicate copies of the inventory must be signed by both parties and a copy given to the tenant. In any action arising from the condition of the premises, the executed inventory is presumed correct. If the landlord does not make a written inventory, the condition of the premises, furnishings and appliances when the tenancy is terminated is rebuttably presumed to be the same as when the tenant first occupied the premises.

If the dwelling unit or premises are damaged or destroyed by fire or casualty, without fault of the tenant or tenant's family, so as to render it partially or wholly unusable, the tenant may:

- immediately vacate and notify the landlord in writing within one week after leaving, in which case the lease terminates on the date the tenant vacated, provided if the tenant fails to so notify the landlord, the tenant is liable for rent accruing to the date of the landlord's actual knowledge of the tenant vacating or impossibility of further occupancy; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability to no more than the fair rental value of the part occupied.

Section 521-42 amended 1989; §§ 521-62, -63, -65 amended 1985.

Haw. Rev. Stat. §§ 521-42, -62, -63, -65 (2019)

Provision of Essential Services

A landlord must:

- except for a single-family residence, provide appropriate receptacles for normal amounts of rubbish and garbage, and arrange for frequent removal of such materials; and

- except for a single-family residence, or when the law does not require the building to be equipped for the purpose, provide for the supplying of running water as reasonably required.

Except in the case of abandonment or surrender of the premises, a landlord who interrupts or diminishes running water, hot water or electric, gas or other essential service to the tenant in order to recover possession of the dwelling commits an unfair method of competition or unfair or deceptive trade practice, which, in addition to other penalties, subjects the landlord to payment of minimum damages of three times the monthly rent or $1,000, whichever is greater.

Section 521-42 amended 1989; § 521-74.5 amended 1990.

Haw. Rev. Stat. §§ 521-42, -74.5 (2019)

Repairs

If the tenant notifies the landlord of a defective condition which is in material noncompliance with a building code requirement affecting health and safety or with the lease, the landlord generally must start repairs within 12 business days of the notice, with a good-faith requirement that they be completed as soon as possible. If the repairs, except those required due to tenant misuse, involve electrical, plumbing or other facilities, including landlord-supplied major appliances, necessary to sanitary and habitable living conditions, repairs generally must be commenced within three business days of notice from the tenant. In either case, if the landlord fails to so perform, the tenant may immediately do the work, or have it done, in a competent manner, and after submission of receipts to the landlord deduct not more than $500 from the tenant's rent.

When the tenant initially notifies the landlord of the defective condition, the tenant must list every condition he knows or should know is in noncompliance in addition to the condition which the tenant intends to correct or have corrected. Failure to list a condition estops the tenant from requiring the landlord to repair it and from having it corrected at the landlord's expense for six months after the initial notification. Total correction and repair work costs chargeable at the landlord's expense during a six-month period may not exceed three months' rent.

> Note: Similar remedies are available to a tenant if the landlord has been notified by the Department of Health or other state or county agency of a health or safety violation on the

rented premises, in which case the repairs must be commenced by the landlord in five business days.

Exception: In no case may the tenant make repairs at the landlord's expense if the condition was caused by the tenant's lack of care or that of a family member or other person on the premises with the tenant's consent.

The landlord and tenant may agree that the tenant will perform specified repairs, maintenance and minor remodeling only if:

- the agreement is entered into in good faith and not to evade the landlord's obligations;
- the work is not necessary to cure building or housing code violations affecting health and safety; and
- the agreement does not diminish the landlord's obligation to other tenants.

Section 521-64 amended 1995; § 521-42 amended 1989.

Haw. Rev. Stat. §§ 521-42, -64 (2019)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's or the landlord's agent's entry into the dwelling unit in order to:

- inspect the premises;
- make necessary or agreed repairs, decorations, alterations or improvements;

- supply agreed services; or

- show the unit to prospective purchasers, mortgagees or tenants.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord must give the tenant at least two days' notice of intent to enter.

A landlord also has a right of access:

- pursuant to court order;

- during the tenant's extended absence at times reasonably necessary for purposes of inspection, maintenance and safe-keeping; or

- if the tenant has abandoned possession.

If the tenant unreasonably refuses access to the unit, he is liable for any damage caused as a result of the refusal.

Except for entry during an emergency, the landlord is liable to the tenant for any theft, or other damage proximately caused by entry of the unit by the landlord or another person entering with the landlord's permission:

- when the tenant is absent and has refused the landlord entry after having been notified of a proposed entry;

- without the tenant's consent, if the tenant is present and able to consent; or

- in any other instance when damage sustained by the tenant is caused by the landlord's negligence.

If the landlord repeatedly makes demands for unreasonable entry or makes an entry which is unreasonable and without the tenant's consent:

- the tenant may terminate the rental agreement;

- the circuit court may enjoin such violations by the landlord; and

- the circuit court may also assess a fine of up to $100.

Sections 521-53, -70, -73 amended 1985.

Haw. Rev. Stat. §§ 521-53, -70, -73 (2019)

Hawaii, Property Management Licensing

Hawaii does not separately license real estate managers.

However, any person, who, for compensation, "manages or offers to manage, any real estate, or the improvements thereon, for others, as a whole or partial vocation" must be licensed as either a real estate salesperson or real estate broker by the Hawaii Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Hawaii**.

Section 267-1 amended 2017; § 267-2 amended 2010.

Haw. Rev. Stat. §§ 467-1, -2 (2019)

Registration/Licensing/Certification of Rental Properties

Hawaii does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Hawaii, Reasonable Accommodation

An owner or other person renting or leasing real property, or a real estate broker or salesperson commits a discriminatory practice if he or she:

- refuses to permit a person with a disability, at his or her own expense, to make reasonable modifications to existing premises occupied or to be occupied by the disabled person, if the modifications are necessary to afford the person full enjoyment of the premises, provided that a real estate broker or salesperson, may reasonably condition such permission on the person agreeing to restore the premises' interior to the condition existing before modification, normal wear and tear excluded;

- refuses to make reasonable accommodation in rules, policies, practices or services when the accommodations may be necessary to give a disabled person equal opportunity to use and enjoy a housing accommodation, provided if the accommodation involves the use of an animal, reasonable restrictions may be imposed;

- fails to design and construct covered multifamily housing accommodations in such a manner that there is at least one accessible entrance, unless the terrain or unusual site characteristics make it impractical; or

- fails to design and construct covered multifamily housing accommodations in such a manner that with respect to housing accommodations with an accessible building entrance:

    - the public-use and common-use areas of the housing accommodations are accessible to and usable by persons with disabilities;

    - doors allow passage by persons in wheelchairs; and

- all premises contain an accessible route into and through the housing accommodations; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms are accessible by wheelchair.

Exceptions: The above requirements do not apply to:

- rentals in a building which contains housing accommodations for not more than two families living independently, if the owner or lessor resides in one; or

- rental of up to four rooms in a housing accommodation by an owner or lessor who resides in the housing.

A person aggrieved by a discriminatory practice may file a complaint with the Hawaii Civil Rights Commission. After a finding of reasonable cause, the Commission must notify the complainant and the respondent that an election may be made to file a civil suit in lieu of an administrative hearing, which election must be made within 20 days of receipt of the notice. A party who so elects will be provided with a notice of right to sue, which must be exercised within 90 days of receipt or one year after filing of the complaint, whichever is later. In a civil action, remedies may include, among others, compensatory and punitive damages, legal and equitable relief and reasonable attorney fees and costs.

Sections 515-3 amended 2011; § 515-4 amended 2019; § 515-9 amended 2012, § 515-13 amended 1989.

Haw. Rev. Stat. §§ 515-3, -4, -9, -13 (2019)

Hawaii, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may at any time after rent is due, demand payment and notify the tenant in writing that if payment is not made within the time specified in the notice (not less than five business days after

receipt of the notice), the rental agreement will be terminated. If the tenant remains in default, the landlord may bring a summary proceeding for possession or any other appropriate proceeding, action or suit for possession.

An action for rent alone may be brought at any time after demand for payment of past due rent has been made and the tenant notified of the landlord's intent to bring such an action.

In any action in which the payment of rent is disputed, the court may order the tenant to deposit any disputed rent as it becomes due into the court. If the tenant is unable to comply with such an order, the landlord is entitled to judgment for possession and execution will issue.

A rental agreement may require the tenant to pay the costs of suit for nonpayment of rent, and reasonable attorney fees not exceeding 25% of the unpaid rent after default and referral to an attorney who is not the landlord's salaried employee or assignee.

If the tenant unequivocally indicates by words or deeds an intention not to honor the tenancy before actual occupancy, the tenant is liable for the lesser of the following amounts:

- any money deposited with the landlord;

- one month's rent at the rate stated in the agreement; or

- all rent accrued between the agreed start date for the occupancy until the unit is re-rented at fair rental value, plus the difference between such fair rental and the agreed rent in the prior rental agreement and a reasonable commission for the re-renting of the premises (if this total amount is the lesser amount, this subparagraph applies whether or not the premises are re-rented).

Section 521-68 amended 1985; § 521-70 amended 1985, § 521-35 amended 1986.

Haw. Rev. Stat. §§ 521-35, -68, -70 (2019)

Abandonment of the Premises

If the tenant is absent from the dwelling unit for a continuous period of 20 days or more without written notice to the landlord during a period for which the landlord has not received rent, the tenant is deemed to have wrongfully quit the premises, in which case the landlord may retain the entire amount of any security deposit.

If the tenant wrongfully quits and unequivocally indicates by words or deeds an intention not to resume tenancy, the tenant is liable for the abandonment in the lesser of the following amounts:

- the entire rent due for the remainder of the rental term; or

- all rent accrued during the period reasonably necessary to re-rent the premises at fair rental value, plus the difference between such fair rental and the agreed rent in the prior rental agreement and a reasonable commission for the renting of the premises (if this total amount is the lesser, this subparagraph applies whether or not the premises are re-rented).

Section 521-44 amended 2015; § 521-70 amended 1985.

Haw. Rev. Stat. § 521-44, -70 (2019)

Waiver of Right to Terminate for Nonpayment

No provisions regarding waiver of the landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

When the tenant wrongfully, or pursuant to a notice to quit, leaves the premises or leaves when the term expires, and has abandoned personal property in or around the premises, which the landlord determines is of value, the landlord may:

- sell the property in a commercially reasonable manner;
- store the property at the tenant's expense; or
- donate the property to a charitable organization.

Prior to selling or donating the property, the landlord must make reasonable efforts to notify the tenant of the identity and location of, and the landlord's intent to sell the property by mailing notice to the tenant's forwarding address or other address designated by the tenant, or the tenant's last known address. Following notice, the landlord may sell the property after advertising the sale in a daily paper within the circuit in which the premises are located for at least three consecutive days. No sale or donation may take place until 15 days after notice is mailed to the tenant.

The proceeds of a sale, after deducting accrued rent and storage and sale costs must be held in trust for 30 days for the tenant, after which the landlord is entitled to the proceeds. Any property left unsold or otherwise abandoned by the tenant and determined by the landlord to be of no value may be disposed of at the landlord's discretion without liability.

Amended 1981.

Haw. Rev. Stat. § 521-56 (2019)

Security Deposits

A landlord may require a security deposit not in excess of one month's rent to be held by the landlord to:

- remedy accidental or intentional damages resulting from the failure of the tenant to maintain the premises as required by law, defaults in payment of rent and failure to return all keys, including key fobs, parking cards, garage door openers and mail box keys, furnished by the landlord at termination of the occupancy;

- compensate for moneys owed by the tenant under the rental agreement for utility service provided by the landlord but not included in the rent;

- compensate for damages caused by any pet residing in the premises;

- clean the premises after termination of the occupancy to return the premises to the condition existing at the time the tenant took possession; and

- compensate for damages caused by a tenant who wrongfully quits the premises.

A landlord may not require any money from the tenant at the beginning of a rental other than for the first month's rent and the security deposit. A security deposit will not be deemed as payment for the last month's rent, unless mutually agreed in writing by the parties if the tenant gives 45 days' notice of vacating the premises.

In order to retain any portion of the deposit at the termination of the lease, unless the tenant has wrongfully quit, the landlord must notify the tenant in writing of the landlord's intention to retain part or all of the deposit and the grounds therefore, including evidence of the costs of remedying tenant defaults, such as estimates and invoices for materials and services. Any remaining security deposit must be returned to the tenant no later than 14 days after the termination.

> Note: If the landlord fails to provide the required notice within 14 days after termination, the landlord may not retain any part of the security deposit and must return it to the tenant.

If the landlord or the tenant disagree about the landlord's retention of security deposit funds, either party may commence an action in the small claims division of the district court. If the court determines that the landlord wrongfully *and* willfully retained security deposit funds, the court may award the tenant damages of up to three times the amount of the part wrongfully and willfully retained and the cost of suit. If the deposit was wrongfully retained, the tenant is entitled to an award of the portion wrongfully retained and cost of suit.

Amended 2015.

Haw. Rev. Stat. § 521-44 (2019)

Hawaii, Tenant Screening

State Fair Housing Requirements

It is a discriminatory practice for an owner, any other person engaging in a real estate transaction, or a real estate broker or salesperson, because of race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, or HIV infection to:

- refuse to engage in a real estate transaction with a person;
- discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services;
- refuse to receive or fail to transmit a bona fide offer to engage in a real estate transaction;
- refuse to negotiate with a person for a real estate transaction;
- represent that real property is not available for inspection, sale, rental, or lease when in fact it is available or to fail to bring a property listing to the person's attention;
- refuse to permit the person to inspect real property;

- offer, solicit, accept, use, or retain a property listing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services; or

- solicit or require as a condition of engaging in a real estate transaction that the buyer, renter, or lessee be tested for HIV infection.

It is also a discriminatory practice for a person to print, circulate or cause the publication of a statement, advertisement or sign, or use an application form for a real estate transaction that indicates an intent to limit, specify or discriminate on the basis of race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, or HIV infection.

"Familial status" is the status of:

- a parent with legal custody of and domiciled with a minor child;

- a person domiciled with a minor child who has oral or written permission from the legal parent;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions do not apply to:

- rentals in a building which contains housing accommodations for not more than two families living independently, if the owner or lessor resides in one; or

- rental of up to four rooms in a housing accommodation by an owner or lessor who resides in the housing.

- A religious institution or organization, or charitable or educational organization operated, supervised or controlled by a religious institution or organization, may give preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color or ancestry.

- A person may refuse to rent or lease a housing accommodation based on sex, including gender identity or expression, when the housing is:

  - owned or operated by a religious institution and used for church purposes; or

  - part of a religiously affiliated institution of higher education housing program operated on property owned or controlled by the institution, or which is operated for its students under Title IX.

- The prohibitions related to discrimination based on age or familial status do not apply to housing for older persons as defined by 42 U.S.C. § 3607(b)(2).

A person aggrieved by a discriminatory practice may file a complaint with the Hawaii Civil Rights Commission. After a finding of reasonable cause, the Commission must notify the complainant and the respondent that an election may be made to file a civil suit in lieu of an administrative hearing, which election must be made within 20 days of receipt of the notice. A party who so elects will be provided with a notice of right to sue, which must be exercised within 90 days of receipt or one year after filing of the complaint, whichever is later. In a civil action, remedies may include, among others, compensatory and punitive damages, legal and equitable relief and reasonable attorney fees and costs.

Sections 515-3, -16 amended 2011; § 515-4 amended 2019; § 515-8 amended 1992; § 515-9 amended 2012, § 515-13 amended 1989; § 515-2 amended 2005.

Haw. Rev. Stat. §§ 515-2, -3, -4, -8, -9, -13, -16 (2019)

Other Provisions Related to Tenant Screening

A landlord may not refuse to lease property to or otherwise penalize a person because he or she is a qualifying patient or primary caregiver in the Hawaii medical marijuana program, unless leasing would cause the landlord to lose a monetary or licensing-related benefit under federal law. The qualifying patient or caregiver must present a medical marijuana registry card or certificate and photo identification to ensure the person is validly registered with the Department of Health under the program.

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Amended 2018.

Haw. Rev. Stat. § 329-125.5 (2019)

Idaho

Idaho, Condition of Rental Property

Habitability Requirements

A tenant may file a civil action against a landlord for damages and specific performance for:

- failure to provide reasonable waterproofing and weather protection of the premises;

- failure to maintain in good working order electrical, plumbing, heating, ventilation, cooling or sanitary facilities supplied by the landlord;

- maintaining the premises in a manner hazardous to the tenant's health or safety.

Prior to filing any such suit, the tenant must give the landlord three days' written notice, stating each failure or breach upon which the action will be based and written demand requiring performance or cure. If any listed failure or breach has not cured within three days after service of the notice pursuant to § 6-323, the tenant may proceed with the action.

If the tenant recovers damages, judgment may be entered for three times the amount of actual damages assessed.

Section 6-320 amended 1994; § 6-317 amended 2017.

Idaho Stat. §§ 6-317, -320 (2019)

Provision of Essential Services

A tenant may file a civil action against a landlord for damages and specific performance for failing to install approved smoke detectors. A landlord must confirm at the commencement of a rental agreement that smoke detectors have been installed and are in working order. The tenant must maintain the detectors during the rental term.

If the landlord fails to install smoke detectors, the tenant may send written notice to the landlord by certified mail, return receipt requested, that if working smoke detectors are not installed within 72 hours of receipt of the notice, the tenant may install them and deduct the cost from the next month's rent. Any detectors purchased by the tenant and deducted from rent become the property of the landlord.

Amended 1994.

Idaho Stat. § 6-320 (2019)

Repairs

No relevant provisions were located.

Landlord's Right of Entry

No relevant provisions were located.

Idaho, Property Management Licensing

Idaho does not separately license property managers and does not include property management activities within the scope of real estate activity requiring a real estate broker license.

Idaho, Reasonable Accommodation

It is a prohibited act for an owner or any other person engaging in a real estate transaction, or for a real estate broker or salesperson, to refuse to permit, at the expense of a disabled person, reasonable modifications of existing premises occupied or to be occupied by that person if the modifications are necessary to full enjoyment of the premises by the disabled person. In case of a rental, if it is reasonable to do so, the landlord may condition permission on the renter agreeing to restore the premises' interior, exterior or both to the condition that existed before the modification, reasonable wear and tear excepted. Any such restoration provision must be included in any lease or rental agreement.

Exceptions:

- The above prohibition does not apply to:
    - rentals in a building which contains housing accommodations for not more than two families living independently, if the lessor or a member of his family resides in one; or

- rental of rooms in a housing accommodation by an individual if he or a member of his family resides there.

- A religious institution or organization, or a charitable or educational organization operated, supervised or controlled by a religious institution or organization, may give preference to members of the same religion in real property transactions.

Any person aggrieved by a discriminatory practice may file a complaint with the Idaho Human Rights Commission. If it is determined that reasonable cause exists for the complaint, the Commission must first try to eliminate the practice by conference, conciliation and persuasion, which, if unsuccessful, may be followed by a civil suit filed in the district court on the complainant's behalf by the Commission. If the Commission dismisses the complaint, the complainant may file a civil action within 90 days of issuance of the notice of dismissal.

The court may award appropriate remedies, including actual damages, and punitive damages of up to $1,000 for a willful violation.

Sections 67-5909, -5910 amended 2005; §67-5907 amended 2010; § 67-5908 amended 1998.

Idaho Code §§ 67-5907, -5908, -5909(8)(h), -5910(7) (2019)

Idaho, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A tenant commits an unlawful detainer if he continues in possession after default in the payment of rent and three days' written notice requiring its payment and stating the amount due, or requiring possession of the property. Such notice may be served within one year after the rent becomes due. An action for damages incurred as a result of failure to pay rent may be combined with an action for possession of the premises. The court, or the jury, will determine the amount of damages and the rent due, and the judgment will declare forfeiture of the lease or agreement and restitution of the premises to the landlord.

If the landlord recovers damages, judgment may be entered for three times the actual damages assessed.

Sections 6-303, -316 amended 2001; § 6-317 amended 2017.

Idaho Stat. §§ 6-303, -316, -317 (2019)

Abandonment of the Premises

No provisions regarding specific procedures which must be followed when a tenant abandons the leased property before expiration of the lease were located.

Waiver of Right to Terminate for Nonpayment

No provisions were located regarding waiver of the landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

No provisions governing the landlord's care and/or disposition of personal property left on the leased premises by the tenant were located.

Security Deposits

Any amounts the tenant deposits with the landlord for any purpose other than the payment of rent are deemed security deposits.

When the rental agreement is terminated and the premises surrendered to the landlord, all security deposits held by the landlord must be refunded, "except amounts necessary to cover the contingencies specified in the deposit arrangement." The landlord may not retain any amount for normal wear and tear, which is defined as "deterioration which occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, or misuse or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests."

If no time is fixed by the agreement, the landlord must make the refund within 21 days, and in any event within 30 days after surrender of the premises. If the refund is less than the full deposit amount, it must be accompanied by a signed statement itemizing the amounts lawfully retained by the landlord, the reason(s) retained and a detailed list of expenditures made from the deposit.

Enacted 1977.

Idaho Stat. § 6-321 (2019)

Idaho, Tenant Screening

State Fair Housing Requirements

It is a discriminatory practice for an owner, or any other person engaging in a real estate transaction or for a real estate broker or salesperson because of race, color, religion, sex, national origin or disability to:

- refuse to engage in a real estate transaction with a person;
- discriminate against a person in the terms, conditions or privileges of real estate transaction or in the furnishing of facilities or services in connection therewith;
- refuse to negotiate a real estate transaction with a person;
- refuse to receive or transmit a bona fide offer to engage in a real estate transaction;

- print, circulate, post or mail a statement, advertisement or sign, or use an application form for a real estate transaction, or make a record or inquiry in connection with a prospective transaction, which indicates an intent to make a limitation, specification or discrimination with respect thereto;

- represent that real property is not available for inspection, sale or rental when in fact it is available, or to fail to bring a listing to a person's attention; or

- refuse to permit a person to inspect real property.

Exceptions:

- The above prohibitions do not apply to:

    - rentals in a building which contains housing accommodations for not more than two families living independently, if the lessor or a member of his family resides in one; or

    - rental of rooms in a housing accommodation by an individual if he or a member of his family resides there.

- A religious institution or organization, or a charitable or educational organization operated, supervised or controlled by a religious institution or organization, may give preference to members of the same religion in real property transactions.

Any person aggrieved by a discriminatory practice may file a complaint with the Idaho Human Rights Commission. If it is determined that reasonable cause exists for the complaint, the Commission must first try to eliminate the practice by conference, conciliation and persuasion, which, if unsuccessful, may be followed by a civil suit filed in the district court on the complainant's behalf by the Commission. If the Commission dismisses the complaint, the complainant may file a civil action within 90 days of issuance of the notice of dismissal.

The court may award appropriate remedies, including actual damages, and punitive damages of up to $1,000 for a willful violation.

Section 67-5907 amended 2010, § 67-5908 amended 1998, §§ 67-5909, -5910 amended 2005

Idaho Code §§ 67-5907, -5908, -5909(8), -5910(7) (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Illinois

Illinois, Condition of Rental Property

Habitability Requirements

No relevant provisions were located.

Essential Services

Whenever, pursuant to any written or oral agreement, a landlord is required to pay for any water, gas or electrical service, the landlord must pay for the services to ensure that they are available to the tenant throughout the lease term and must timely pay for the services so as not to cause a service interruption. If the landlord does not pay for such service, the tenant, or tenants in the event more than one tenant is served by a common system of water, gas or electrical service, including electrical service to common areas, which goes through a common meter in a single building, may either:

- terminate the lease; however, such termination of the lease does not absolve the landlord or tenant from any obligations that have arisen under the lease prior to its termination; or

- pay for such service if the nonpayment jeopardizes the service's continuation.

In counties with a population of three million or more, after a dwelling has been vacated and before a new tenant takes possession of the unit, the landlord must change or rekey the immediate access to the individual's unit. If the landlord does not do so, and a theft occurs at the unit that is attributable to the landlord's failure to change locks or rekey, the landlord is liable for any damages from the theft.

> Exception: This requirement does not apply to an apartment rental in a building with four units or less when one unit is owner-occupied, or to the rental of a room in a private owner-occupied home.

Section 705/15 enacted 2011; 735/1 enacted 2004.

765 ILCS 705/15; 735/1 (2020)

Repairs

If a repair is required under a residential lease agreement or under law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of $500 or one-half of the monthly rent, the tenant may notify the landlord in writing of the tenant's intention to have the repair made at the landlord's expense. If the landlord fails to make the repair within 14 days after being notified by the tenant, or more promptly as required in the case of an emergency, the tenant may have the repair made in a workmanlike manner and in compliance with the appropriate law, administrative rule, or local ordinance or regulation.

> Note: Emergencies include conditions that will cause irreparable harm to the apartment or any fixture attached to the apartment if not immediately repaired or any condition that poses an immediate threat to the health or safety of any occupant of the dwelling or any common area.

After submitting to the landlord a paid bill from an appropriate tradesman or supplier unrelated to the tenant, the tenant may deduct from his or her rent the amount of the bill, not to exceed the limits specified above and not to exceed the reasonable price then customarily charged for the repair. If not clearly indicated on the bill submitted by the tenant, the tenant must also provide at

the time of the bill is submitted, the name, address, and telephone number for the tradesman or supplier that provided the repair services.

The tenant is responsible for damages to the premises by a tradesman or supplier hired by the tenant.

Exception: A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a family member, or another person on the premises with the tenant's consent.

This right to repair does not apply to owner-occupied rental property containing six or fewer dwelling units.

Sections enacted 2004.

765 ILCS 742/5, /10, /15 (2020)

Landlord's Right of Entry

No relevant provisions were located.

Illinois, Property Management Licensing

Illinois does not separately license real estate managers.

For licensing purposes a "broker" is defined as an individual or entity other than a real estate salesperson or leasing agent, who for another and for compensation, acts in part as follows:

- "sells, exchanges, purchases, rents, or leases real estate";

- offers to "sell, exchange, purchase, rent, or lease real estate";

- "negotiates, offers, attempts, or agrees to negotiate a real estate sale, exchange, purchase, rental or lease";

- lists, offers, attempts or agrees to list real estate;

- supervises the "collection, offer, attempt, or agreement to collect rent";

- "advertises or represents himself or herself as being engaged" in the real estate business;

- assists in procuring or referring prospects;

- assists in negotiating a transaction intended to result in a real estate transaction, including a rental; or

- "opens real estate to the public for marketing purposes."

The Illinois real estate licensing laws do not apply to the following:

- a person, partnership, or corporation that, as owner or lessor, performs any of the acts described in the definition of "broker" with reference to property owned or leased by it;

- the regular employees of an owner, if the acts are performed in the regular course of, or as an incident to, managing, selling or disposing of property, provided the employees do not perform any of the acts described in the definition of "broker" in connection with a vocation of selling or leasing any other real estate or improvements; or

- a person acting as a resident manager for an owner or an employee acting as a resident manager "for a broker managing an apartment building, duplex, or apartment complex, when the resident manager resides on the premises, the premises is his or her primary residence, and the resident manager is engaged in the leasing of the property of which he or she is the resident manager."

Illinois also licenses residential leasing agents. A "residential leasing agent" is a person who is "employed by a broker to engage in licensed activities limited to leasing residential real estate who has obtained a license as provided [by § 451/5-5]." A leasing agent license enables the licensee "to engage only in residential leasing activities for which a license is required," which include, without limitation, "leasing or renting residential real property, or attempting, offering, or negotiating to lease or rent residential real property, or supervising the collection, offer, attempt, or agreement to collect rent for the use of residential real property." "Nothing . . . shall be construed to require a licensed managing broker or broker to obtain a leasing agent license in order to perform leasing activities for which a license is required." A sponsoring broker must sponsor and employ a licensed leasing agent.

Note that "a person may engage in residential leasing activities for which a license is required . . . for a period of 120 consecutive days without being licensed, so long as the person is acting under the supervision of a sponsoring broker, the sponsoring broker has notified the Department that the person is pursuing licensure . . . , and the person has enrolled in the residential leasing agent pre-license education course no later than 60 days after beginning to engage in residential leasing activities."

To the extent that the activities of a person managing real estate fall within those of a real estate broker or leasing agent, the person would need to be appropriately licensed. For details of the qualifications for either a broker or leasing agent license, see **Licensing Requirements and Maintenance Annual Report—Illinois**.

Sections amended 2019.

225 Ill. Comp. Stat. 454/1-10, 5-5 (2020)

Registration/Licensing/Certification of Rental Properties

Illinois does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Illinois, Reasonable Accommodation

The following acts constitute a civil rights violation:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided that a landlord may reasonably condition permission on the renter agreeing to restore the interior of the premises to the condition existing before the modifications, normal wear and tear excepted;

  Note: A landlord may negotiate as part of a restoration agreement a requirement that the tenant pay into an interest-bearing escrow account, over a reasonable period, a reasonable sum not to exceed the cost of restoration, with the interest accruing to the tenant's benefit.

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow a disabled person equal opportunity to enjoy residential real property;

- in connection with a "covered multifamily dwellings," failure to design and construct such property in a manner that:

  - makes the common-use and public-use areas of the residential real property readily accessible to and usable by a person with a disability;

  - provides that all doors into and within the all premises within residential real property are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

  - ensures that all premises within the dwelling contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

Note: "Covered multifamily dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

In no event must a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health and safety of others or would result in substantial property damage.

It is a civil rights violation for the owner or agent of any housing accommodation to:

- refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny property to any blind, hearing impaired or physically disabled person because he has a guide, hearing or support dog;

- discriminate against any blind, hearing impaired or physically disabled person in the terms, conditions, or privileges of sale or rental property, or in the provision of services or facilities in connection therewith, because he has a guide, hearing or support dog; or

- require, because a blind, hearing impaired or physically disabled person has a guide, hearing or support dog, an extra charge in a lease, rental agreement, or contract of purchase or sale, other than for actual damage done to the premises by the dog.

Any aggrieved person may file a complaint with the Illinois Department of Human Rights or commence a civil action with respect to an alleged civil rights violation.

Sections 5/3-101 enacted 1986; 3-102.1 amended 2007; 3-104.1 amended 2015; 3-105 amended 2016; 10-102 amended 1990.

775 ILCS 5/3-101, -102.1, -104.1, -105; /10-102 (2020)

Illinois, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may, any time after rent is due, demand payment and notify the tenant, in writing, that unless payment is made within a time specified in the notice, not less than five days after service thereof, the lease will be terminated. If the tenant does not within the specified time, pay the rent due, the landlord may consider the lease ended, and sue for the possession under the forcible entry and detainer statute, or maintain ejectment without further notice or demand. A claim for rent may be joined in the complaint, including a request for the pro rata amount of rent due for any period that a judgment is stayed, and a judgment obtained for the amount of rent found due, in any action or proceeding brought, in an action of forcible entry and detainer for the possession of the leased premises.

Section 5/6-130 enacted 1982; /9-209 amended 2017.

735 ILCS 5/6-130; /9-209 (2020)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

Notice of termination for nonpayment of rent is not invalidated by payments of past due rent demanded in the notice, when the payments do not, at the end of the notice period, total the amount demanded in the notice. The landlord may, however, agree in writing to continue the lease in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state: "Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment."

Collection by the landlord of past rent due after the filing of a suit for possession or ejectment due to failure of the tenant to pay the rent demanded in the notice does not invalidate the suit.

Amended 2017.

735 ILCS 5/9-209 (2020)

Disposition of Tenant's Property

No relevant provisions were located.

Security Deposits

A lessor of residential real property containing 25 or more units in either a single building or a complex of buildings located on contiguous parcels of real property, who receives a security deposit from a lessee must pay interest to the lessee "computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in [Illinois] on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement" on any deposit the lessor holds for more than six months. Within 30 days after the end of each 12-month rental period, the lessor must pay the tenant any interest, by cash or credit applied to the rent due, except where the tenant is in default under the lease.

A landlord of residential property containing five or more units who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the property may not withhold any part of that deposit as compensation for property damage unless he has, within 30 days of the date that the lessee vacated the premises, delivered to the lessee in person, by mail directed to his last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts for the repair or replacement.

If the lessor himself repairs any damage caused by the lessee, the lessor may include the reasonable cost of his labor to repair such damage. If estimated cost is given, the lessor must furnish the lessee with paid receipts within 30 days from the date the statement showing estimated cost was furnished to the lessee. If no such statement and receipts are furnished to the lessee as required, the lessor must return the full security deposit within 45 days of the date that the lessee vacated the premises.

Upon a finding by a circuit court that a lessor has refused to supply the required itemized statement, or has supplied a statement in bad faith, and has failed or refused to return the amount of the deposit due within the time limits provided, the lessor is liable for an amount equal to twice the security deposit due, together with court costs and reasonable attorney fees.

Section 710/1 amended 2018; 715/1 enacted 1982; 715 /2 amended 2015.

765 ILCS 710/1; 715/1, /2 (2020)

Illinois, Tenant Screening

State Fair Housing Requirements

It is a civil rights violation for an owner or any other person engaging in a real estate transaction, or for a real estate broker or salesman, because of unlawful discrimination, familial status or an arrest record, to:

- refuse to engage in a real estate transaction with a person or to discriminate in making available such a transaction;
- alter the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith;
- refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person;
- refuse to negotiate for a real estate transaction with a person;
- represent to a person that real property is not available for inspection, sale, rental, or lease when in fact it is so available, or to fail to bring a property listing to his or her attention, or to refuse to permit him or her to inspect real property;

- make, print, circulate, post, mail, or publish any notice, statement, advertisement or sign, or to use a form of application for a real estate transaction, or to make a record or inquiry in connection with a prospective real estate transaction, which expresses any preference, discrimination or limitation based on unlawful discrimination or unlawful discrimination based on familial status or an arrest record; or

- offer, solicit, accept, use or retain a listing of real property with knowledge that unlawful discrimination or discrimination on the basis of familial status or an arrest record in a real estate transaction is intended.

"Unlawful discrimination" means discrimination against a person because of his or her race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service."

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;

- a designee of a parent, or other person having custody of a minor child, who is domiciled with a minor child with the written permission of the parent or other person;

- any person who is pregnant; or

- any person in the process of securing legal custody of a minor.

"Arrest record means:

- an arrest not resulting in conviction;

- a juvenile record; or

- criminal history record information ordered expunged, sealed or impounded under Illinois law.

Exceptions:

The above prohibitions, do not apply to:

- rental of a housing accommodation in a building which contains housing accommodations for not more than four families living independently of each other, if the owner resides in one of the housing accommodations;

- rental of a room or rooms in a private home by an owner if he or she or a member of his or her family resides therein or, while absent for a period of not more than 12 months, if he or she or a member of his or her family intends to return to reside therein;

- restricting the rental of rooms in a housing accommodation to persons of one sex;

- the owner of an owner-occupied residential building of no more than four units from making decisions regarding whether to rent to a person based upon that person's sexual orientation; or

- refusal of a child sex offender who owns and resides at residential real estate to rent a unit within the same building in which he or she resides to a person who is the parent or guardian of a child under age 18.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or

society may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color or national origin.

The provisions regarding discrimination based on familial status do not apply to "housing for older persons" as defined in 775 ILCS 5/3-106(I).

It is also a civil rights violation for the owner or agent of a housing accommodation to refuse to refuse to rent after a bona fide offer or refuse to negotiate the rental of property to a blind or hearing-impaired person or a person with a physical disability because he or she has a guide, hearing or support dog. No extra fee may be charged such persons, other than for damage done to the premises by the dog.

Any aggrieved person may file a complaint with the Illinois Department of Human Rights or commence a civil action with respect to an alleged civil rights violation.

Section 5/3-101 enacted 1986; 5/3-105 amended 2009; 5/3-102 and 5/3-106 amended 2019; § 5/3-104.1 enacted 2015.

775 ILCS 5/3-101, -102, -103, -104.1, -105, -106; /10-102 (2020)

Other Provisions Related to Tenant Screening

A landlord may not refuse to lease to or otherwise penalize a person solely because of his or her status as a registered qualifying patient or registered designated caregiver under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act, unless failing to do so would put the landlord in violation of federal law or would cause the loss of a monetary or licensing-related benefit under federal law or rules. The landlord may, however, prohibit the smoking of cannabis on the premises.

Amended 2019.

410 ILCS 130/40 (2020)

Indiana

Indiana, Condition of Rental Property

Habitability Requirements

A landlord must:

- deliver the rental premises to a tenant in a safe, clean and habitable condition;
- comply with all applicable health and housing codes;
- make reasonable efforts to keep common areas in a clean and proper condition;
- provide and maintain the following items in good and safe working order, if they are provided on the premises when the rental agreement is executed:
    - electrical systems;
    - plumbing systems sufficient for a reasonable supply of hot and cold running water at all times;
    - sanitary systems;
    - heating, ventilation and air conditioning systems;

- elevators, if provided; and

- appliances supplied to induce the rental agreement.

A tenant may bring an action to enforce the above obligations of the landlord, provided:

- the tenant gives the landlord notice of the landlord's noncompliance;

- the landlord has had a reasonable amount of time to take corrective action with respect to the condition described in the tenant's notice; and

- the landlord fails or refuses to repair or remedy the condition.

If the tenant is the prevailing party in any such suit, he or she may obtain:

- recovery of actual and consequential damages and attorney fees and costs;

- injunctive relief; and

- any other appropriate remedy.

Enacted 2002.

Ind. Code §§ 32-31-8-5, -6 (2019)

Essential Services

Changing Locks

A tenant who has received a civil order for protection or a criminal no-contact order that restrains a perpetrator from contact with the tenant may request in writing that the landlord change the locks on the rental unit, which the landlord must do, provided the tenant gives the landlord a copy of the order. If the perpetrator is not a tenant of the same dwelling unit as the tenant, the landlord must change the locks within 48 hours of receiving a copy of the order; if the perpetrator is a tenant of the same dwelling unit as the tenant, the time period is 24 hours.

The tenant must reimburse the landlord for the expense of changing the locks, except if the landlord fails to change them within the required time, the tenant may do so without the landlord's consent and the landlord must reimburse the tenant for the actual expense incurred by the tenant.

Smoke Detectors

At the time a landlord delivers possession of a rental unit to the tenant, the landlord must require the tenant to acknowledge in writing that the unit is equipped with a functional smoke detector. The tenant must maintain a battery-powered smoke detector and provide notice to the landlord of any suspected malfunction of a hard-wired one.

Service Interruptions

A landlord may not deny or interfere with a tenant's access or possession of the premises by interrupting, reducing, shutting off or causing termination of electric, gas, water, water or other essential services to the tenant. The landlord may interrupt such services in the case of an emergency, good-faith repairs or necessary construction.

Enacted 2007; § 32-31-7-5 amended 2008.

Ind. Code §§ 32-31-5-6, -7; 32-31-7-5; 32-31-9-9, -10, -11 (2019)

Repairs

No relevant provisions were located.

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord entering the dwelling unit in order to:

- inspect the premises;
- make necessary or agreed repairs, decorations, alterations or improvements;
- supply necessary or agreed services; or
- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency that threatens the occupants' safety, the landlord must give the tenant reasonable notice of intent to enter.

A landlord also has a right of access:

- pursuant to court order; or

- if the tenant has abandoned or surrendered possession.

If the tenant unreasonably refuses access to the unit, the landlord may:

- obtain injunctive relief to obtain access; or
- terminate the rental agreement; and
- in either case, recover damages and attorney fees.

Amended 2007.

Ind. Code § 32-31-5-6 (2019)

Indiana, Property Management Licensing

Indiana does not separately license real estate managers.

However, any person, who, for consideration, manages or negotiates or offers to manage, any real estate situated in Indiana must be licensed as either a real estate salesperson or real estate broker by the Indiana Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Indiana**.

Exceptions: The licensing requirement does not apply to:

- rental of residential apartment units by an individual employed or supervised by a licensed broker;

- rental of apartment units owned and managed by a person whose only regulated activities are in relation to no more than 12 units which are located on a single parcel or contiguous parcels of real estate; and

- acts performed by a person in relation to real estate owned by that person unless he or she is a licensed real estate broker or salesperson.

Amended 2016.

Ind. Code § 25-34.1-3-2 (2019)

Registration/Licensing/Certification of Rental Properties

Indiana does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

However, a political subdivision may establish and enforce a registration program for rental units within the political subdivision and may impose on an owner or landlord of a rental unit an annual registration fee of not more than $5.00. Any such registration fee covers all the rental units in a rental unit community. If a rental unit is not part of a rental unit community, a registration fee may be imposed for each separate parcel of real property on which a rental unit is located. A new owner of a rental unit community or new owner of a real estate parcel on which a rental unit is located may be required to pay an annual registration fee of not more than $5.00 and provide updated registration information to the political subdivision not later than 30 days after the change of ownership.

"Rental unit" means a structure, or the part of a structure, that is used as a home, residence, or sleeping unit by one individual who maintains a household or two or more individuals who maintain a common household, or any grounds, facilities, or area promised for the use of a residential tenant, including an apartment unit, a boarding house, a rooming house, a mobile home space, or a single- or two-family dwelling.

Section 32-31-3-8 enacted 2002; § 36-1-20-5 enacted 2014.

Ind. Code §§ 32-31-3-8, 36-1-20-5 (2019)

Indiana, Reasonable Accommodation

State Fair Housing Requirements

"All persons with disabilities are entitled to full and equal access, as other members of the public, to all housing accommodations for rent, lease or compensation in Indiana."

It is unlawful for any person to discriminate in the rental, or otherwise make unavailable or deny a dwelling to a renter, or discriminate against any person in the terms, conditions or privileges of rental of dwelling or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;
- a person residing or intending to reside in the dwelling after it is rented; or
- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing housing accommodations occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided that a landlord may condition such permission on the renter agreeing to restore the interior of the premises to the condition existing before modification, normal wear and tear excepted;
- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a dwelling;

- in connection with "covered multifamily dwellings," failure to design and construct such property in a manner that:

    - the common-use and public-use areas of the residential real property readily are accessible to and usable by a person with a disability;

    - all doors into and within all premises within the residential real property are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the residential real property contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

      Note: "Covered multifamily dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions:

- The above prohibitions do not apply to rentals in a dwelling containing living quarters occupied or to be occupied by no more than four families living independently, if the owner resides in one.

- The above prohibitions do not apply to a single-family house rented by an owner if the owner does not own more than three single-family houses at any one time, provided that:

    - the owner does not own any interest in, nor is there owned or reserved on his behalf, title to or any right to all or part of the proceeds from the sale or rental of more than three single-family houses at any one time; and

- the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of any employee or agent of a licensed broker, agent or salesperson, or the facilities or services of the owner of a dwelling designed or intended for occupancy by five or more families, and without publication of any discriminatory advertisement or written notice.

- A religious institution, society or organization, or nonprofit institution or organization operated, supervised or controlled by a religious institution, society or organization, may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes or give preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color, or national origin.

- In no event does a dwelling need to be made available to any person whose tenancy would constitute a direct threat to the health and safety of other persons or would result in substantial damage to the property of others.

A person aggrieved by a discriminatory housing practice may file a complaint with the Indiana Civil Rights Commission within one year after the alleged discriminatory housing practice occurred. If conciliation efforts fail to resolve a complaint, and the Commission believes that a discriminatory practice has occurred or is about to occur, it must issue a charge on behalf of the aggrieved party. The complainant, the respondent or the aggrieved party may elect to have the claims and issues asserted in the complaint resolved in a civil action commenced by the Commission, in lieu of an administrative hearing. If the civil suit option is not chosen, an administrative law judge will hear the charge, and if the judge finds that a respondent has engaged in a violation, will issue an order awarding appropriate relief, which may include actual damages suffered by the aggrieved person and injunctive and other equitable relief. A civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations may also be imposed.

An aggrieved party may also file a direct civil action not later than one year after the occurrence or termination of the alleged discriminatory housing practice. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff.

A person renting or leasing real property for compensation may not refuse to accept a disabled person as a tenant because that person has a guide dog.

Sections 22-9.5-3-1, -2 enacted 1990; § 22-9.5-3-4 amended 2003; §§ 22-9.5-5-1, -2, -3, -5; 22-9-6-3, -4, -5 amended 1993; §§ 22-9.5-6-1, -12, -13, -14, -15; 22-9.5-7-1, -2 enacted 1990; § 22-9.5-6-14 amended 1994.

Ind. Code §§ 22-9.5-3-1, -2, -4; 22-9.5-5-1, -2, -3, -5; 22-9.5-6-1, -12, -13, -14, -15; 22-9.5-7-1, -2; 22-9-6-3, -4, -5 (2019)

Indiana, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may terminate a lease with 10 days' written notice served on the tenant pursuant to Ind. Code § 32-31-1-9, if the tenant refuses or neglects to pay rent. A notice form is set forth in Ind. Code § 32-31-1-7.

A landlord may recover rent in an action for ejectment commenced against the tenant pursuant to Ind. Code ch. 32-30-2.

Enacted 2002.

Ind. Code §§ 32-31-1-7, -9 (2019)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

A tenant's personal property is deemed abandoned if a reasonable person would conclude that the tenant has vacated the premises and surrendered possession of the personal property. A landlord has no liability for loss or damage to personal property abandoned by the tenant.

If a landlord is awarded possession of a dwelling unit by the court, the landlord may request an order allowing removal of the tenant's personal property. If the tenant does not remove the property before the date specified by the court in such an order, the landlord may remove the property in accordance with the order and deliver it to a warehouseman or storage facility, provided the order for removal of the personal property and the identity and location of the warehouseman or storage facility has been personally served on the tenant at his or her last known address.

The warehouseman or storage facility has a lien on the stored property for the expenses incurred and if the tenant does not claim the property within 90 days after receiving the notice, the warehouseman or storage facility may sell the property.

Amended 2007; § 32-31-4-1 enacted 2002.

Ind. Code §§ 32-31-4-1, -2, -4, -5 (2019)

Security Deposits

A "security deposit" is a deposit paid by the tenant to the landlord to be held for all or part of a rental agreement's term to secure the performance of the tenant's obligations under the agreement. It includes:

- a required prepayment of rent other than for the first full rental payment period;

- an amount required to be paid as rent in any rental period in excess of the average rent for the term; and

- any other amount returnable to the tenant on condition of return of the rental unit in a condition as required by the rental agreement.

A security deposit may be used by the landlord only for:

- reimbursing the landlord for actual damages to the rental unit or an ancillary facility that are not for normal wear and tear;

- paying the landlord for all rent in arrears and rent due for the tenant's premature termination of the rental agreement;

- paying for the last payment period of the rental agreement if the written agreement stipulates that the security deposit will serve as last payment of rent due; and

- reimbursing the landlord for utility or sewer charges paid by the landlord that are the tenant's obligation under the agreement and unpaid by the tenant.

Upon termination of the rental agreement, a landlord must return to the tenant the security deposit, less any amount applied as described above, all itemized in a written notice, with a check or money order for the amount due, delivered to the tenant not more than 45 days after termination of the agreement and delivery of the premises to the landlord. The itemization must set forth the estimated cost of repair for each damaged item and the amounts and lease on which the landlord intends to assess the amount. The tenant may recover the entire security deposit if the landlord fails to comply with these requirements.

The landlord is not liable for return of the security deposit unless the tenant supplies the landlord with a mailing address to which to deliver the notice.

Enacted 2002.

Ind. Code §§ 32-31-3-9, -12, -13, -14, -15, -16 (2019)

Indiana, Tenant Screening

State Fair Housing Requirements

It is unlawful, because of race, color, religion, sex, familial status, national origin, or disability, to:

- refuse to rent a dwelling after the making of a bona fide offer;
- refuse to negotiate for the rental of a dwelling to any person;
- discriminate against a person in the terms, conditions or privileges of a rental of a dwelling or in the furnishing of facilities or services in connection therewith;
- represent to a person that any dwelling is not available for inspection, sale, rental, or lease when in fact it is available; or
- otherwise make unavailable or deny housing.

It is also a discriminatory practice for a person to print, circulate or cause the publication of a statement, advertisement or sign that indicates an intent to limit, specify or discriminate on the basis of race, color, religion, sex, familial status, national origin, or disability.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;
- the designee of the parent or other person having custody of and domiciled with a minor child, with the written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions do not apply to rentals in a dwelling containing living quarters occupied or to be occupied by no more than four families living independently, if the owner resides in one.

- The above prohibitions do not apply to a single-family house rented by an owner if the owner does not own more than three single-family houses at any one time, provided that:

    - the owner does not own any interest in, nor is there owned or reserved on his behalf, title to or any right to all or part of the proceeds from the sale or rental of more than three single-family houses at any one time; and

    - the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of any employee or agent of a licensed broker, agent or salesperson, or the facilities or services of the owner of a dwelling designed or intended for occupancy by five or more families, and without publication of any discriminatory advertisement or written notice.

- A religious institution, society or organization, or nonprofit institution or organization operated, supervised or controlled by a religious institution, society or organization, may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes or give preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color, or national origin.

- The prohibitions related to discrimination based on familial status do not apply to "housing for older persons" as defined by Ind. Code § 22-9.5-3-4.

- In no event does a dwelling need to be made available to any person whose tenancy would constitute a direct threat to the health and safety of other persons or would result in substantial damage to the property of others.

A person aggrieved by a discriminatory housing practice may file a complaint with the Indiana Civil Rights Commission within one year after the alleged discriminatory housing practice occurred. If conciliation efforts fail to resolve a complaint, and the Commission believes that a discriminatory practice has occurred or is about to occur, it must issue a charge on behalf of the aggrieved party. The complainant, the respondent or the aggrieved party may elect to have the claims and issues asserted in the complaint resolved in a civil action commenced by the Commission, in lieu of an administrative hearing. If the civil suit option is not chosen, an administrative law judge will hear the charge, and if the judge finds that a respondent has engaged in a violation, will issue an order awarding appropriate relief, which may include actual damages suffered by the aggrieved person and injunctive and other equitable relief. A civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations may also be imposed.

An aggrieved party may also file a direct civil action not later than one year after the occurrence or termination of the alleged discriminatory housing practice. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff.

Sections 22-9.5-3-1, -2 enacted 1990; § 22-9.5-3-4 amended 2003; §§ 22-9.5-5-1, -2, -3, -5 amended 1993; §§ 22-9.5-6-1, -12, -13, -14, -15; 22-9.5-7-1, -2 enacted 1990; § 22-9.5-6-14 amended 1994.

Ind. Code §§ 22-9.5-3-1, -2, -4; 22-9.5-5-1, -2, -3, -5; 22-9.5-6-1, -12, -13, -14, -15; 22-9.5-7-1, -2 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Iowa

Iowa, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with applicable building and housing code requirements materially affecting health and safety;
- make repairs to put and keep the premises in a habitable condition;
- keep common areas in a clean and safe condition; and
- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, which the landlord supplies or is required to supply.

If the landlord fails to so maintain the premises, or provide essential services as described below, and the noncompliance affects health and safety, the tenant may terminate the agreement after giving written notice to the landlord describing the acts and omissions constituting a breach and that the rental agreement will terminate upon a date not less than seven days after the notice is received if the breach is not remedied in seven days, which termination is subject to the following exceptions:

- if the breach is remediable by repairs, payment of damages or otherwise and the landlord remedies the breach before the specified date, the agreement does not terminate because of the breach;

- if substantially the same act or omission which constituted a breach of which notice was given recurs within six months, the tenant may terminate the agreement upon at least seven days' written notice specifying the breach and the date of termination of the agreement unless the landlord has exercised due diligence in attempting to remedy the breach; and

- the tenant may not terminate if the condition was caused by the tenant, a member of the tenant's family or other persons on the premises with the tenant's consent.

In addition, the tenant may commence an action and recover actual damages and obtain injunctive relief for any noncompliance, and the landlord must return all prepaid rent and security recoverable by the tenant.

If the dwelling unit or premises are damaged or destroyed by fire or casualty so as to substantially impair the enjoyment of the unit, the tenant may:

- immediately vacate and notify the landlord in writing within 14 days of his or her intention to terminate the rental agreement, in which case the lease terminates on the date the tenant vacated; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability in proportion to the diminution in the unit's fair rental value.

Sections 562A.15 amended 2013; §§ 562A.24, .25, .32 enacted 1981; § 562A.21 amended 1995; § 562A.27 amended 2003.

Iowa Code §§ 562A.15, .21, .24, .25, .27, .32 (2020)

Provision of Essential Services

A landlord must:

- provide and maintain receptacles and conveniences for the central collection and removal of ashes, garbage, rubbish and other waste incidental to the dwelling's occupancy and arrange for their removal; and

- at all times supply running water and reasonable amounts of hot water and reasonable heat, except if the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control and supplied by a direct public utility connection.

A landlord and tenant of a single-family residence may agree in writing that the tenant will provide trash receptacles/removal and be responsible for supplying heat and water, and also perform specified repairs, maintenance tasks, alterations and remodeling, if the transaction is entered into in good faith.

If the landlord deliberately or negligently does not supply running water, hot water, heat or essential services contrary to the rental agreement or the law, the tenant may notify the landlord in writing, specifying the breach and then may:

- obtain reasonable amounts of such services during the period of landlord noncompliance, deducting their actual and reasonable cost from the rent;

- recover damages for the diminution in the unit's fair rental value; or

- recover any rent paid for the period of noncompliance, which must be reimbursed on a pro rata basis.

The above remedies are not available if the tenant does not give the landlord notice of the breach or if the condition is caused by the tenant's deliberate or negligent act or omission or that of a family member or other person on the premises with the tenant's consent.

If the landlord willfully diminishes services by interrupting or causing the interruption of electric, gas, water or other essential service, the tenant may terminate the rental agreement and recover actual damages, punitive damages up to twice the monthly rental payment, and attorney fees. The landlord must return all prepaid rent and security deposits if the agreement is terminated.

Enacted 1981; §§ 562A.15, .26 amended 2013.

Iowa Code §§ 562A.15, .23, .26 (2020)

Repairs

A landlord and tenant of any dwelling other than a single-family residence, may agree that the tenant will perform specified repairs, maintenance tasks, alterations and remodeling only if:

- the agreement is entered into in good faith, set forth in a separate writing signed by both parties, and supported by adequate consideration; and

- the agreement does not diminish or affect the landlord's duty to other tenants.

Amended 2020.

Iowa Code § 562A.15 (2020)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's or the landlord's agent's entry 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

- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord must give the tenant at least 24 hours' notice of intent to enter.

A landlord also has a right of access:

- pursuant to court order;

- during the tenant's absence for more than 14 days, at times reasonably necessary; or

- if the tenant has abandoned or surrendered possession.

If the tenant unreasonably refuses access to the unit, the landlord may:

- obtain injunctive relief to obtain access; or

- terminate the rental agreement; and

- in either case, recover damages and attorney fees.

If the landlord repeatedly makes demands for lawful entry which results in unreasonable harassment of the tenant, makes an illegal entry or makes a legal entry in an unreasonable manner, the tenant may:

- terminate the rental agreement; or

- obtain injunctive relief; and

- in either case recover actual damages of not less than one month's rent and attorney fees.

Enacted 1981.

Iowa Code §§ 562A.19, .35 (2020)

Iowa, Property Management Licensing

Iowa does not separately license real estate managers.

However, any person, who, advertises or holds oneself out as being engaged in the business of renting, leasing or managing real estate for compensation, by fee, commission, salary or otherwise, is deemed a real estate broker and must be licensed as either a real estate salesperson or real estate broker by the Iowa Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Iowa**.

Exceptions: The licensing provisions do not apply to:

- an owner, owner's spouse, general partner of a limited partnership, lessor or prospective purchaser who does not make repeated and successive rental, lease or

management transactions of like character, or otherwise perform any act in connection with property owned, leased, rented or to be acquired by such person;

- an isolated real estate transaction by an owner's representative, where such transaction is not made in the course of repeated and successive transactions of a like character; or

- a person acting as a resident manager who resides in the dwelling and is engaged in leasing real property in connection with his or her employment.

Section 543B.3 amended 2002; § 543B.6 enacted 1981; § 543B.7 amended 2013.

Iowa Code §§ 543B.3, .6, .7 (2020)

Registration/Licensing/Certification of Rental Properties

Iowa does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Iowa, Reasonable Accommodation

It is unlawful for any person to discriminate in the rental, or in the terms, conditions or privileges of rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter;

- a person residing or intending to reside in the dwelling after it is rented; or

- a person associated with that renter.

Note: "Disability" includes a positive HIV test result or any condition related to acquired immune deficiency syndrome (AIDS).

Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises by the disabled person, except that the landlord may, when reasonable, condition permission on the renter's agreement to restore the interior of the premises to the preexisting condition, except for reasonable wear and tear;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a dwelling;

- in connection with a "covered multifamily dwellings," failure to design and construct the housing accommodation in a manner that:

    - makes the common-use and public-use areas of the dwellings readily accessible to and usable by a person with a disability;

    - provides that all doors into and within all premises within the dwellings are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the dwelling contain: (a) an accessible route into and through the dwelling; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

      Exception: A covered multifamily dwelling need not be made available to a person if his or her tenancy would constitute a direct threat to the health or safety of others or cause substantial physical damage to another's property.

Note: "Covered multifamily dwelling" means: (a) a building with four or more dwelling units if the building has one or more elevators; and (b) ground-floor units in a building consisting of four or more dwelling units.

Exceptions: The above requirements do not apply to:

- rental or leasing of a dwelling in a building containing housing accommodations for not more than two families living independently, if the owner resides in one accommodation;

- rental or leasing of less than four rooms in a single dwelling by the occupant or owner, if he or she resides in the dwelling;

- rental or leasing of a housing accommodation in a building containing housing accommodations for not more than four families living independently, if the owner resides in one accommodation for which he or she qualifies for a homestead tax credit under Iowa law; or

- discrimination on the basis of familial status in connection with dwellings under any state or federal program specifically designed and operated to assist elderly persons and housing for "older persons" as defined in Iowa Code § 216.12(1)(d).

A landlord must waive lease restrictions on the keeping of a guide dog for a blind person, on the keeping of dogs for a deaf or hard-of-hearing person, and on the keeping of a service dog or assistive animal of a person with a disability. The person remains liable for any damage to the premises done by the animal.

Any person aggrieved by a discriminatory practice may file a complaint with the Iowa Civil Rights Commission. If it is determined that probable cause exists for the complaint, the Commission must first try to eliminate the practice by conference, conciliation and persuasion, which, if unsuccessful, may be followed by a formal hearing. If the Commission determines that the respondent committed a discriminatory practice, remedial action may include payment to the complainant of actual damages, costs and reasonable attorney fees. The Commission may also assess a civil penalty against a respondent of up to $50,000, depending on the number of prior violations and the time period over which they occurred.

If the Commission decides, after a complaint is filed that prompt court action is necessary, it may authorize a civil action for appropriate temporary or preliminary relief pending final resolution of the complaint by the Commission.

An aggrieved person may also elect to commence a civil action in the district court if:

- he or she has timely filed a complaint with the Commission;
- the complaint has been on file with the Commission for at least 60 days; and
- the Commission has issued a release to the complainant stating that he or she has a right to commence a civil action.

Additional provisions authorize civil-action election by not only the aggrieved party, but also the respondent within two years after the termination of a discriminatory housing practice. *See* Iowa Code §§ 216.16A, .17A.

Section 216.8A amended 2009; § 216.12 amended 2007; §§ 216C.10 amended 2001, § 216.11 amended 2019; § 216C.5 enacted 1983; §§ 216.16A, .17A amended 1995; §§ 216.15, .16 amended 2009; § 216.15A amended 2001; 216.8B enacted 2019.

Iowa Code §§ 216.8A, .8B, .12, .15, .15A, .16, .16A, .17A; 216C.5, .10, .11 (2020)

Iowa, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If rent is not paid when due and the tenant does not pay rent within three days after the landlord's written notice of nonpayment and the landlord's intent to terminate the rental agreement if rent is not paid within that period, the landlord may terminate the agreement. In an action for possession for nonpayment of rent, it is a defense to the landlord's claim if the tenant proves that:

- the landlord did not comply with the rental agreement or with Iowa Code § 562A.15 (regarding habitability of the premises);

- the tenant notified the landlord at least seven days prior to the date rent was due of the tenant's intention to correct the condition constituting a breach at the landlord's expense;

- the reasonable cost of correcting the condition does not exceed one month's periodic rent; and

- the tenant in good faith corrected the condition prior to written notice of the landlord's intention to terminate for nonpayment of rent was received.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent, as well as a separate claim for actual damages for breach of the rental agreement and reasonable attorney fees. In an action for possession for nonpayment of rent or in an action for rent where the tenant remains in possession, the tenant may counterclaim for any amounts recoverable by the tenant under the rental agreement or the law. In such cases where the tenant is in possession, the court may order the tenant to pay into court all or part of the accrued and accruing rent, and determine the amount due each party.

Sections 562A.24, .32 enacted 1981; § 526A.27 amended 2003.

Iowa Code §§ 562A.24, .27, .32 (2020)

Abandonment of the Premises

If a rental agreement requires the tenant to notify the landlord of an anticipated extended absence from the premises and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant. If the tenant is absent for more than 14 days, the landlord may enter the dwelling at reasonably necessary times.

If the tenant abandons the dwelling, the landlord must make reasonable efforts to rent it at a fair rental. If the unit is re-rented for a term beginning before the abandoning tenant's agreement expires, the agreement is deemed terminated as of the date the new tenancy begins. If the landlord accepts the abandonment as a surrender of the premises or fails to use reasonable efforts to rent the dwelling, the rental agreement is deemed terminated as of the date the landlord has notice of the abandonment.

Enacted 1981.

Iowa Code § 562A.29 (2020)

Waiver of Right to Terminate for Nonpayment

"Acceptance of performance by the tenant that varies from the terms of the rental agreement or rules subsequently adopted by the landlord constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred."

A landlord may grant a waiver for a term of days, provided the landlord gives notice of the breach and temporary waiver to a tenant consistent with Iowa Code § 562A.8 prior to a tenant acting or failing to act in reliance on the grant of a temporary waiver.

Amended 2013.

Iowa Code § 562A.30 (2020)

Disposition of Tenant's Property

The Iowa Uniform Residential Landlord and Tenant Act does not contain provisions governing the landlord's treatment of personal property left on the premises by the tenant after the rental agreement terminates or the premises are abandoned by the tenant. A general statute does however address the disposition of personal property which has been unlawfully placed on real property. In such cases, the owner or other lawful possessor of the real property may have the

personal property placed in storage until its owner pays a fair and reasonable charge for storage or other expenses incurred.

The real property owner or possessor must notify the sheriff of the county where the real property is located of the removal, and if the owner can be identified, the sheriff must notify the owner by certified mail. If the owner cannot be identified, notice by one publication in one newspaper of general circulation meets the notice requirement. If the owner of the personal property does not reclaim it within six months after notice, the sheriff may sell it at public or private sale, and after first deducting the cost of sale, the net proceeds must be applied to the cost of removal and storage of the property, with any remainder paid to the county treasurer.

Amended 1983.

Iowa Code § 556B.1 (2020)

Security Deposits

A rental deposit, which in no event may exceed two months' rent, must be held by the landlord for the tenant in a federally insured bank or savings and loan institution or credit union. Deposits may not be commingled with the landlord's personal funds, but may be held in a common trust account. Any interest earned on a rental deposit during the first five years of a tenancy is the property of the landlord.

Note: A "rental deposit" is "a deposit of money to secure performance of a residential rental agreement, other than a deposit which is exclusively in advance payment of rent."

A landlord must, within 30 days of the tenancy's termination and receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant or give the tenant a written statement of the specific reason for withholding of the deposit in whole or in part. If deposit funds are withheld for restoration of the dwelling, the statement must specify the nature of the damages. The landlord may withhold rental deposit funds only as reasonably necessary:

- to remedy a tenant's default in paying rent or other funds due the landlord under the rental agreement;

- to restore the dwelling to its condition at the beginning of the tenancy, normal wear and tear excepted; and

- to recover expenses incurred in recovering possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification by the landlord of the noncompliance.

A landlord who fails to timely provide the required written statement to the tenant forfeits all rights to any portion of the rental deposit. If a mailing address or delivery instructions are not provided to the landlord within one year of the tenancy's termination, the deposit reverts to the landlord, and the tenant is deemed to have forfeited all rights to the deposit.

If a landlord retains a deposit in bad faith, the landlord is subject to punitive damages of up to double the monthly rental payment, in addition to actual damages.

Sections 562A.6 amended 2013; § 562A.12 amended 2014.

Iowa Code §§ 562A.6, .12 (2020)

Iowa, Tenant Screening

State Fair Housing Requirements

It is a discriminatory practice for an owner, or any other person acting for an owner, of rights to housing or real property, including, among others, a real estate broker or salesperson, an attorney, auctioneer, or agent by power of attorney or appointment, because of race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status to:

- refuse to rent, lease, assign sublease or negotiate, to otherwise make unavailable or deny any real property or housing accommodation to any person;

- discriminate against a person in the terms, conditions or privileges of a rental, lease assignment or sublease of real property or housing accommodations or in the furnishing of facilities or services in connection therewith;

- to advertise or in any manner indicate or publicize that the rental, lease, assignment or sublease of real property or housing accommodations is unwelcome, objectionable, not acceptable or not solicited; or

- represent that a dwelling is not available for inspection, sale or rental when in fact it is available.

It is also a discriminatory practice for a person to discriminate against a lessee or prospective lessee of any real property or housing accommodation because of the race, color, creed, sex, sexual orientation, gender identity, age, religion, national origin, or disability of persons who may from time to time be on the lessee's premises for lawful purposes at the lessee's invitation as friends, guests, visitors, relatives or in any similar capacity.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;

- a designee of a parent, or other person having custody of a minor child, who is domiciled with a minor child with the written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions do not apply to:
    - rentals in a building which contains housing accommodations for not more than two families living independently, if the owner resides in one;
    - rental of up to four rooms in a single dwelling by an owner or occupant who resides in the dwelling; or
    - rental or leasing of a housing accommodation in a building containing accommodations for not more than four families living independently, if the owner resides in one of the accommodations for which he or she qualifies for a homestead tax credit.
- A bona fide religious institution may impose qualifications based on religion, sexual orientation or gender identity if the qualifications are related to a bona fide religious purpose, unless membership in such religion is restricted on account of race, color, or ancestry or the religious institution owns or operates property for a commercial purpose.
- A person may discriminate on the basis of sex in the rental, leasing or subleasing of a dwelling within which residents of both sexes would be forced to share a living area.
- The prohibitions related to discrimination based on familial status do not apply to housing for older persons, as defined by Iowa Code § 216.12(1)(d).

Any person aggrieved by a discriminatory practice may file a complaint with the Iowa Civil Rights Commission. If it is determined that probable cause exists for the complaint, the Commission must first try to eliminate the practice by conference, conciliation and persuasion, which, if unsuccessful, may be followed by a formal hearing. If the Commission determines that the respondent committed a discriminatory practice, remedial action may include payment to the complainant of actual

damages, costs and reasonable attorney fees. The Commission may also assess a civil penalty against a respondent of up to $50,000, depending on the number of prior violations and the time period over which they occurred.

If the Commission decides, after a complaint is filed that prompt court action is necessary, it may authorize a civil action for appropriate temporary or preliminary relief pending final resolution of the complaint by the Commission.

An aggrieved person may also elect to commence a civil action in the district court if:

- he or she has timely filed a complaint with the Commission;
- the complaint has been on file with the Commission for at least 60 days; and
- the Commission has issued a release to the complainant stating that he or she has a right to commence a civil action.

Additional provisions authorize civil-action election by not only the aggrieved party, but also the respondent within two years after the termination of a discriminatory housing practice. *See* Iowa Code §§ 216.16A, .17A.

Section 216.8, .8A amended 2009; § 216.12 amended 2007; §§ 216.16A, .17A amended 1995; §§ 216.15, .16 amended 2009; § 216.15A amended 2001

Iowa Code §§ 216.8, .8A, .12, .15, .15A, .16, .16A, .17A (2020)

Other Provisions Related to Tenant Screening

"A landlord may deny a request for an exception to a pet policy if a person, who does not have a readily apparent disability, or a disability known to the landlord, fails to provide documentation indicating that the person has a disability and the person has a disability-related need for an assistance animal or service animal."

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Section enacted 2019.

Iowa Code § 216.8C (2020)

Kansas

Kansas, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with applicable building and housing code requirements materially affecting health and safety;
- exercise reasonable care in the maintenance of common areas; and
- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, which the landlord supplies or is required to supply.

Within five days of the date of occupancy or upon delivery of possession, the landlord and the tenant must jointly inventory the premises. A written record detailing the condition of the

premises, furnishings and appliances provided by the landlord must be completed, with duplicate copies signed by the landlord and tenant, who must be given a copy of the record.

If the landlord fails to so maintain the premises, or provide essential services as described below, and the noncompliance materially affects health and safety, the tenant may terminate the agreement after giving written notice to the landlord describing the acts and omissions constituting a breach and that the rental agreement will terminate upon a periodic rent-paying date not less than 30 days after the notice is received. The agreement will terminate as provided in the notice, subject to the following:

- if the breach is remediable by repairs, payment of damages or otherwise and the landlord initiates a good-faith effort to remedy the breach within 14 days after receipt of the notice, the agreement shall not terminate, provided if the same or similar breach occurs after the 14-day period, the tenant may again follow the notice procedure described above, in which case the rental agreement will terminate as provided in the notice; and

- the tenant may not terminate if the condition was caused by the tenant, a member of the tenant's family or any persons or animals or pets on the premises with the tenant's consent.

In addition, the tenant may commence an action and recover actual damages and obtain injunctive relief for any noncompliance, and the landlord must return that portion of the security deposit recoverable by the tenant if the rental agreement is terminated.

If the dwelling unit or premises are damaged or destroyed by fire or casualty so as to substantially impair its use and habitability, the tenant may:

- immediately vacate and notify the landlord in writing within five days of his or her intention to terminate the rental agreement, in which case the lease terminates on the date the tenant vacated; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability in proportion to the diminution in the unit's fair rental value.

Note: If the rental agreement is terminated, the landlord must return the portion of the security deposit recoverable by the tenant and accounting for rent must occur as of the date of the vacating.

Section 58-2553 amended 1982; § 58-2559 amended 1978; § §58-2549, -2562 enacted 1975.

Kan. Stat. Ann. §§ 58-2549, -2553, -2559, -2562 (2019)

Provision of Essential Services

A landlord must:

- except where provided by a governmental entity, provide and maintain receptacles and conveniences for the collection and removal of ashes, garbage, rubbish and other waste incidental to the dwelling's occupancy and arrange for their removal; and

- at all times supply running water and reasonable amounts of hot water and reasonable heat, except if the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control and supplied by a direct public utility connection.

"The landlord may not interfere with or refuse to allow access or service to a tenant by a communication or cable television service duly franchised by a municipality."

A landlord and tenants of dwelling unit or units providing a home, residence or sleeping place for not to exceed four households having common areas may agree in writing that the tenant will provide trash receptacles/removal and be responsible for supplying heat, running water and hot water, and also perform specified repairs, maintenance tasks, alterations and remodeling, if the transaction is entered into in good faith and not for the purpose of evading the landlord's obligations.

If the landlord willfully diminishes services by interrupting or causing the interruption of electric, gas, water or other essential service, the tenant may terminate the rental agreement and recover not more than one and one-half months' rent or the damages sustained, whichever is greater. The landlord must return the portion of the security deposit recoverable by the tenant if the agreement is terminated.

Section 58-2553 amended 1982; § 58-2563 enacted 1975.

Kan. Stat. Ann. §§ 58-2553, -2563 (2019)

Repairs

A landlord and tenant of any dwelling other than a single-family residence, may agree that the tenant will perform specified repairs, maintenance tasks, alterations and remodeling only if:

- the agreement is entered into in good faith and not to evade the landlord's obligations, set forth in a separate writing signed by both parties, and supported by adequate consideration;

- the work is not necessary to cure noncompliance with health and safety codes; and

- the agreement does not diminish or affect the landlord's duty to other tenants.

The landlord may not treat performance of such a separate agreement as a condition to any obligation or the performance of the rental agreement.

Amended 1982.

Kan. Stat. Ann. § 58-2553 (2019)

Landlord's Right of Entry

A landlord has the right to enter a dwelling unit at reasonable hours after notice to the tenant to:

- inspect the premises;
- make necessary or agreed repairs, decorations. alterations or improvements;
- supply necessary or agreed services; or
- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants.

The landlord may not use the right of entry to harass the tenant. In case of an extreme hazard involving the potential loss of life or severe property damage, the landlord may enter the unit without the tenant's consent.

If the tenant refuses access to the unit, the landlord may:

- obtain injunctive relief to obtain access; or
- terminate the rental agreement; and
- in either case, recover actual damages.

If the landlord repeatedly makes demands for lawful entry which results in unreasonable harassment of the tenant, makes an illegal entry or makes a legal entry in an unreasonable manner, the tenant may:

- terminate the rental agreement; or
- obtain injunctive relief to prevent recurrence of the conduct; and
- in either case recover actual damages.

Enacted 1975.

Kan. Stat. Ann. §§ 58-2557, -2571 (2019)

Kansas, Property Management Licensing

Kansas does not license real estate managers.

Nor is a residential property manager required to be licensed as a real estate broker or salesperson. While various activities in connection with the leasing of real estate are within the scope of activities for which a broker license is needed, the term "lease" as used in the licensing laws is defined as "rent or lease for nonresidential use."

Amended 2010.

Kan. Stat. Ann. § 58-3035 (2019)

Registration/Licensing/Certification of Rental Properties

Kansas does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Kansas, Reasonable Accommodation

It is unlawful for any person to discriminate in the rental, or otherwise make unavailable or deny residential real property to a renter, or discriminate against any person in the terms, conditions or privileges of rental of residential real property or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;
- a person residing or intending to reside in the dwelling after it is rented; or
- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises;
- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy residential real property;
- in connection with a "covered multifamily residential real property," failure to design and construct such property in a manner that:
    - makes the common-use and public-use areas of the residential real property readily accessible to and usable by a person with a disability;

- provides that all doors into and within all premises within the residential real property are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

- ensures that all premises within the residential real property contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

  Note: "Covered residential real property" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions:

- The above prohibitions, do not apply to:

  - rooms or units in dwellings containing living quarters occupied or intended for occupancy by not more than four families living independently, if the owner occupies one of the living quarters as his or her own residence; or

  - rental of a single-family dwelling by an owner, if the owner does not own or have an interest in more than three single-family houses at any one time, and the house is rented without the use of a real estate broker, agent or salesperson or the facilities of a person in the business of renting dwellings.

- In no event is it required that a dwelling be made available to an individual if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

Any aggrieved person may file a complaint with the Kansas Human Rights Commission within one year of the occurrence of the alleged discriminatory housing practice. If it is determined that probable cause exists for the complaint, the Commission must first try to eliminate the practice by conference, conciliation and persuasion, which, if unsuccessful, may be followed by a formal hearing. If the Commission determines that the respondent committed a discriminatory housing practice, remedial action may include payment to the complainant of actual damages, including

pain, suffering and humiliation, costs and reasonable attorney fees. The Commission may also assess a civil penalty against a respondent of up to $50,000, depending on the number of prior violations and the time period over which they occurred.

An aggrieved person, the respondent or complainant may also elect after a probable cause determination by the Commission to have the claims asserted in the complaint decided in a civil case in lieu of a Commission hearing. If a timely election is made, the Commission will file suit within 30 days after the election.

An aggrieved person may also commence a civil suit in district court within two years after the occurrence or termination of the alleged discriminatory housing practice. In such an action, if the court finds that such a practice has occurred, it may award the plaintiff actual and punitive damages and any injunctive it deems appropriate. The prevailing party may be awarded attorney fees and costs.

Sections 44-1016, -1018, -1021 amended 1992; § 44-1019 amended 2001.

Kan. Stat. Ann. §§ 44-1016, -1018, -1019, -1021 (2019)

Kansas, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If rent is not paid when due and the tenant does not pay rent within three days after the landlord's written notice of nonpayment and the landlord's intent to terminate the rental agreement if rent is not paid within that period, the landlord may terminate the agreement. The three-day period must be computed as three consecutive 24-hour periods. If the notice is served by posting on the premises or served on a tenant or person over 12 years old residing on the premises, the three-day period begins at the time of delivery or posting. If served by mailing, an additional two days is allowed for the tenant to pay and avoid termination.

If the rental agreement is terminated, the landlord may have a claim for possession and/or for rent. He may also have a separate claim for actual damages for breach of the rental agreement and may file such action before the rental agreement is terminated. In an action for possession for nonpayment of rent or in an action for rent where the tenant remains in possession, the tenant may counterclaim for any amounts recoverable by the tenant under the rental agreement or the law. In

such cases where the tenant is in possession, the court may order the tenant to pay into court all or part of the accrued and accruing rent, and determine the amount due each party.

In an action for possession, the landlord may obtain an order granting immediate possession of the dwelling unit by filing a motion and service on the tenant. If the judge is satisfied, after hearing, that granting immediate possession is in the interest of justice and will protect the interests of the parties, such an order may be issued upon the landlord giving an undertaking to the tenant in an amount as the court may require, conditioned upon payment of damages if judgment should be entered for the tenant.

If the tenant holds over without the landlord's consent after termination or expiration of the rental agreement, the landlord may bring an action for possession and may recover one and one-half months' periodic rent or not more than one and one-half times the actual damages sustained, whichever is greater.

Section 58-2510 amended 1982; § 58-2564 amended 1992; §§ 58-2561, -2568 enacted 1975; § 58-2570 amended 2003.

Kan. Stat. Ann. §§ 58-2561, -2564, -2568, -2570 (2019)

Abandonment of the Premises

If a rental agreement requires the tenant to notify the landlord of an anticipated extended absence from the premises of more than seven days and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant. If the tenant is absent for more than 30 days, the landlord may enter the dwelling at reasonably necessary times.

After the tenant is 10 days in default on payment of rent and has removed a substantial portion of his or her belongings from the dwelling, the landlord may assume that the tenant has abandoned the premises, unless the tenant notifies the landlord to the contrary.

If the tenant abandons the dwelling, the landlord must make reasonable efforts to rent it at a fair rental. If the unit is re-rented for a term beginning before the abandoning tenant's agreement

expires, the agreement is deemed terminated as of the date the new tenancy begins. If the landlord accepts the abandonment as a surrender of the premises or fails to use reasonable efforts to rent the dwelling, the rental agreement is deemed terminated as of the date the landlord has notice of the abandonment.

Amended 2000.

Kan. Stat. Ann. § 58-2565 (2019)

Waiver of Right to Terminate for Nonpayment

The landlord's acceptance without reservation of late rent payment, or other performance by the tenant that varies from the rental agreement terms, constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed by the parties after the breach.

Enacted 1975.

Kan. Stat. Ann. § 58-2566 (2019)

Disposition of Tenant's Property

If the tenant abandons or surrenders possession of the dwelling, or is removed from the dwelling as a result of a forcible detainer action, and leaves household goods, furnishings, fixtures or other personal property at the dwelling after possession of the dwelling is returned to the landlord, the landlord may take possession of the property, store it at the tenant's expense, and sell or otherwise dispose of it after 30 days following the date the landlord took possession of it. The landlord must, 15 days prior to sale or other disposition of the property, publish once in a general-circulation newspaper in the county in which the dwelling is located notice of the landlord's intention to sell or dispose of such property. Within seven days of that publication, a copy of the published notice must be mailed to the tenant at his or her last known address. If these requirements are met, the landlord may sell or otherwise dispose of the property without liability to the tenant or any other

person who claims an interest in it, except as to a secured creditor who gives notice of its interest prior to its disposition.

During the 30-day period after the landlord takes possession of the property, and at any time prior to its disposition, the tenant may redeem the property by paying the landlord's reasonable expenses incurred in taking, storing and preparing the property for sale and any amounts due the landlord for rent or otherwise.

The landlord must apply the proceeds of the sale in the following order:

- payment of reasonable expenses of taking, holding, preparing for sale or other disposition, giving notice and selling or disposing of the property;
- satisfaction of any amount due to the landlord for rent or otherwise; and
- the balance may be retained by the landlord.

Amended 2000.

Kan. Stat. Ann. § 58-2565 (2019)

Security Deposits

A security deposit, which in no event may exceed one months' rent for an unfurnished dwelling or one and one-half months' rent for a furnished dwelling, is any sum stated in the rental agreement, however denominated, to be deposited by the tenant with the landlord as a condition precedent to occupancy of the dwelling, which sum may be forfeited by the tenant upon breach of the agreement's conditions. The landlord may also demand and receive an additional security deposit of one-half month's rent for a pet.

When a tenancy is terminated, the landlord may apply the security deposit to the payment of accrued rent and the damages suffered due to the tenant's noncompliance with his or her statutory duties or the rental agreement. A written notice itemizing the amounts withheld and the security deposit balance, if any, must be given to the tenant within 14 days of determination of the expenses, damages or other charges withheld, but in no event later than 30 days after the tenancy terminates, delivery of possession and demand by the tenant. If no demand is made by the tenant within 30 days of the termination of tenancy, the landlord must mail the deposit balance due the tenant to the tenant's last known address.

A landlord who fails to comply with these requirements is liable to the tenant for the portion of the deposit due and damages equal to one and one-half times the amount wrongfully withheld.

Note: A tenant may not apply or deduct any part of the security deposit from the last month's rent or apply it at any time in lieu of payment of rent. If the tenant does so, the security deposit is forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from rent due.

Section 58-2543 amended 1991; § 58-2550 amended 1997.

Kan. Stat. Ann. §§ 58-2543, -2550 (2019)

Kansas, Tenant Screening

State Fair Housing Requirements

It is unlawful for any other person, because of race, color, religion, sex, national origin, disability, ancestry or familial status to:

- refuse to rent after the making of a bona fide offer, fail to transmit a bona fide offer or refuse to negotiate in good faith for the rental of, or otherwise make unavailable or deny real property to a person;

- discriminate against a person in the terms, conditions or privileges of a rental, of real property or in the furnishing of facilities or services in connection therewith;

- represent that to any person that real property is not available for inspection, sale or rental when in fact it is available.

It is also a discriminatory practice for a person to discriminate against any person in the use or occupancy of any real property because of the race, color, religion, sex, national origin, disability, ancestry or familial status of persons with whom such person may associate.

It is unlawful to print, publish or use, or cause to be printed, published or used, any notice, statement, advertisement or application with respect to the rental of real property that indicates a preference, limitation, specification or discrimination on the basis of race, color, religion, sex, national origin, disability, ancestry or familial status or an intention to make such preference, limitation, specification or discrimination.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child; or

- a designee of a parent, or other person having custody of a minor child, who is domiciled with a minor child with the written permission of the parent or other person.

<u>Exceptions:</u>

The above prohibitions, do not apply to:

- rooms or units in dwellings containing living quarters occupied or intended for occupancy by not more than four families living independently, if the owner occupies one of the living quarters as his or her own residence; or

- rental of a single-family dwelling by an owner, if the owner does not own or have an interest in more than three single-family houses at any one time, and the house is rented without the use of a real estate broker, agent or salesperson or the facilities of a person in the business of renting dwellings.

In no event is it required that a dwelling be made available to an individual if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or society may limit the rental or occupancy of real property which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color, national origin or ancestry.

The provisions regarding discrimination based on familial status do not apply to dwellings provided under state or federal programs specifically designed and operated to assist elderly persons or to housing for older persons as defined in Kan. Stat. Ann. § 44-1018.

Any aggrieved person may file a complaint with the Kansas Human Rights Commission within one year of the occurrence of the alleged discriminatory housing practice. If it is determined that probable cause exists for the complaint, the Commission must first try to eliminate the practice by conference, conciliation and persuasion, which, if unsuccessful, may be followed by a formal hearing. If the Commission determines that the respondent committed a discriminatory housing practice, remedial action may include payment to the complainant of actual damages, including pain, suffering and humiliation, costs and reasonable attorney fees. The Commission may also assess a civil penalty against a respondent of up to $50,000, depending on the number of prior violations and the time period over which they occurred.

An aggrieved person, the respondent or complainant may also elect after a probable cause determination by the Commission to have the claims asserted in the complaint decided in a civil case in lieu of a Commission hearing. If a timely election is made, the Commission will file suit within 30 days after the election.

An aggrieved person may also commence a civil suit in district court within two years after the occurrence or termination of the alleged discriminatory housing practice. In such an action, if the

court finds that such a practice has occurred, it may award the plaintiff actual and punitive damages and any injunctive it deems appropriate. The prevailing party may be awarded attorney fees and costs.

Sections 44-1016, -1018, -1021 amended 1992; § 44-1019 amended 2001.

Kan. Stat. Ann. §§ 44-1016, -1018, -1019, -1021 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Kentucky

Kentucky, Condition of Rental Property

Habitability

A landlord must:

- comply with applicable building and housing code requirements materially affecting health and safety;
- make repairs to put and keep the premises in a habitable condition;
- keep common areas in a clean and safe condition; and
- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, which the landlord supplies or is required to supply.

If the landlord fails to so maintain the premises, or provide essential services as described below, and the noncompliance affects health and safety, the tenant may terminate the agreement after giving written notice to the landlord describing the acts and omissions constituting a breach and that the rental agreement will terminate upon a date not less than 30 days after the notice is received if the breach is not remedied in 14 days, which termination is subject to the following exceptions:

- if the breach is remediable by repairs, payment of damages or otherwise and the landlord remedies the breach before the specified date, the agreement does not terminate because of the breach;

- if substantially the same act or omission which constituted a breach of which notice was given recurs within six months, the tenant may terminate the agreement upon at least 14 days' written notice specifying the breach and the date of termination of the agreement; and

- the tenant may not terminate if the condition was caused by the tenant, a member of the tenant's family or other persons on the premises with the tenant's consent.

In addition, the tenant may commence an action and recover actual damages and obtain injunctive relief for any noncompliance, and the landlord must return all prepaid rent.

If the dwelling unit or premises are damaged or destroyed by fire or casualty or so damaged by the elements, act of God or otherwise so as to substantially impair the enjoyment of the unit, the tenant may immediately vacate and the tenant or the landlord may terminate the rental agreement upon 14 days' notice. If the agreement is terminated, the landlord must return any unused portion of prepaid rent. Accounting for rent shall be made as of the date of the casualty.

Sections reenacted 1984.

Ky. Rev. Stat. §§ 383.595, .625, .650 (2020)

Provision of Essential Services

A landlord must at all times supply running water and reasonable amounts of hot water, and reasonable heat between October 1 and May 1, except if the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control and supplied by a direct public utility connection.

A landlord and tenant of a single-family residence may agree in writing that the tenant will be responsible for supplying running water, heat and hot water, and also perform specified repairs, maintenance tasks, alterations and remodeling, if the transaction is entered into in good faith and not to evade the landlord's duties.

If the landlord willfully does not supply running water, hot water, heat, electric, gas or essential services contrary to the rental agreement or the law, the tenant may notify the landlord in writing, specifying the breach and then may:

- obtain reasonable amounts of such services during the period of landlord noncompliance, deducting their actual and reasonable cost from the rent;

- recover damages for the diminution in the unit's fair rental value; or

- obtain reasonable substitute housing during the period of landlord noncompliance, in which case the tenant need not pay rent for that period.

The above remedies are not available if the tenant does not give the landlord notice of the breach or if the condition is caused by the tenant's deliberate or negligent act or omission or that of a family member or other person on the premises with the tenant's consent.

If the landlord willfully diminishes services by interrupting or causing the interruption of electric, gas, running water, hot water, heat or other essential service, the tenant may terminate the rental agreement and recover three months' periodic rent and attorney fees. The landlord must return all prepaid rent if the agreement is terminated.

Sections reenacted 1984.

Ky. Rev. Stat. §§ 383.595, .640, .655 (2020)

Repairs

A landlord and tenant of any dwelling other than a single-family residence, may agree that the tenant will perform specified repairs, maintenance tasks, alterations and remodeling only if:

- the agreement is entered into in good faith, set forth in a separate writing signed by both parties, and supported by adequate consideration;

- the work is not needed to cure noncompliance with applicable building codes materially affecting health and safety; and

- the agreement does not diminish or affect the landlord's duty to other tenants.

If the landlord willfully and materially fails to correct defective condition which is in noncompliance with the rental agreement or a building code requirement materially affecting health and safety, and the cost of repairs is less than the greater of $100 or one-half the monthly rent, the tenant may notify the landlord of the tenant's intent to repair the condition at the landlord's expense. If the landlord does not comply within 14 days after notice or as promptly as conditions require in case of an emergency, the tenant may have it done, and after submission of receipts to the landlord, deduct from the rent the actual and reasonable cost or fair and reasonable value of the work, not exceeding the preceding stated limits.

> Exception: In no case may the tenant make repairs at the landlord's expense if the condition was caused by the tenant's negligent or deliberate act or omission or that of a family member or other person on the premises with the tenant's consent.

Sections reenacted 1984.

Ky. Rev. Stat. §§ 383.595, .635 (2020)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's entry 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
- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord must give the tenant at least two days' notice of intent to enter.

A landlord also has a right of access:

- pursuant to court order;
- during the tenant's absence for more than 14 days, at times reasonably necessary; or
- if the tenant has abandoned or surrendered possession.

If the tenant unreasonably refuses access to the unit, the landlord may:

- obtain injunctive relief to obtain access; or
- terminate the rental agreement; and
- in either case, recover actual damages and attorney fees.

If the landlord repeatedly makes demands for lawful entry which results in unreasonable harassment of the tenant, makes an illegal entry or makes a legal entry in an unreasonable manner, the tenant may:

- terminate the rental agreement; or
- obtain injunctive relief; and
- in either case recover actual damages and attorney fees.

Sections reenacted 1984.

Ky. Rev. Stat. §§ 383.615, .700 (2020)

Kentucky, Property Management Licensing

Kentucky does not separately license real estate managers.

However, any person who engages in "property management, leasing or offering to lease, renting or offering for rent, or referring or offering to refer for the purpose of securing prospects, any real

estate or the improvements thereon for others for a fee, compensation, or other valuable consideration," must be licensed as either a real estate sales associate or real estate broker by the Kentucky Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Kentucky**.

"Property management" is defined as "the overall management of real property for others for a fee, compensation, or other valuable consideration, and may include the marketing of property, the leasing of property, collecting rental payments on the property, payment of notes, mortgages, and other debts on the property, coordination of maintenance for the property, remitting funds and accounting statements to the owner, and other activities [as determined by the Commission]."

Exceptions: The licensing requirement does not apply to:

- any person who, as an owner or lessor, performs any of the above-described acts in connection with property owned or leased by him or to his regular employees, if the acts are performed in the regular course of, and incident to, the property's management and the investment in it;

- a person engaged in property management who is a regular employee of the owner or principal broker of the company engaged in property management; or

- a person engaged in property management who receives the use of a rental unit as his or her primary compensation.

Section 324.010 amended 2015; § 324.030 amended 2000.

Ky. Rev. Stat. §§ 324.010, .030 (2020)

Registration/Licensing/Certification of Rental Properties

Kentucky does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Kentucky, Reasonable Accommodation

It is an unlawful housing practice for a real estate broker or salesperson, or a real estate operator, to discriminate in the rental of or to deny a housing accommodation to any renter or to discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection with the rental because of a disability of:

- the renter or that person;
- a person residing in or intending to reside in that dwelling after it is rented or made available; or
- any person associated with the renter or that person.

A real estate broker or salesperson, or a real estate operator, also commits an unlawful housing practice if he or she:

- refuses to permit a person with a disability, at his or her own expense, to make reasonable modifications to existing premises occupied or to be occupied by the disabled person, if the modifications are necessary to afford the person full enjoyment of the premises, provided that in the case of a rental a landlord may reasonably condition such permission on the tenant agreeing to restore the premises' interior to the condition existing before modification, normal wear and tear excepted;
- refuses to make reasonable accommodation in rules, policies, practices or services when the accommodations may be necessary to give a disabled person equal opportunity to use and enjoy a housing accommodation;
- fails to design and construct covered multifamily housing accommodations in such a manner that there is at least one accessible entrance, unless the terrain or unusual site characteristics make it impractical; and

- fails to design and construct covered multifamily housing accommodations in such a manner that there is at least one entrance on an accessible route, unless the terrain or unusual site conditions make it impractical to do so, provided accommodations with a building entrance on an accessible route also meet the following requirements:

    - the public-use and common-use areas of the housing accommodations are accessible to and usable by persons with disabilities;

    - all doors into and within the premises allow passage by persons in wheelchairs; and

    - all premises contain an accessible route into and through the housing accommodations; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms permit an individual to maneuver a wheelchair about the space.

Exceptions:

- The above prohibitions do not apply to:

    - rentals in a building which contains housing accommodations for not more than two families living independently, if the owner or a member of the owner's family resides in one; or

    - rental of one room or one rooming unit in a housing accommodation by an individual if he or a member of his family resides therein.

"A person with a disability may submit a request for a reasonable accommodation to maintain an assistance animal in a dwelling. Unless the person's disability or disability-related need is readily apparent, the person receiving the request may ask the person making the request to provide reliable documentation of the disability-related need for an assistance animal, including

documentation from any person." A person who is granted a reasonable accommodation to maintain an assistance animal in a dwelling must "comply with the rental agreement or any rules and regulations of the property owner applicable to all residents that do not interfere with an equal opportunity to use and enjoy the dwelling and any common areas of the premises." The person must not be required to pay a pet fee or deposit or any additional rent, but is responsible for any physical damages to the dwelling if residents who maintain pets are so liable.

A person aggrieved by a discriminatory practice may file a complaint with the Kentucky Commission on Human Rights within one year of the alleged discriminatory housing practice. After a finding of probable cause, the Commission will issue a charge on behalf of the aggrieved person at which time the complainant, the respondent or the aggrieved person on whose behalf the complaint was filed may elect to file a civil suit in lieu of an administrative hearing, which election must be made within 20 days of receipt of the charge notice.

In a civil action, which must be filed within two years of the occurrence of the discriminatory housing practice, damages may include actual and punitive damages, legal and equitable relief, and reasonable attorney fees and costs. The Commission, after an administrative finding that the respondent engaged in a discriminatory housing practice, may award actual damages to the complainant and injunctive or other equitable relief. In addition civil penalties of up to $50,000 may be imposed depending on the number of previous violations committed by the respondent and the period over which they occurred. A fine of up to $10,000 may be imposed for a first time violation.

Sections 344.010, .362. .365, .635 amended 1992; §§ 344.360, .600 amended 1994; §§ 344.650, .660 enacted 1992; § 344.645 amended 1996; § 383.085 amended 2019..

Ky. Rev. Stat. §§ 344.010(15), .085, .360, .362, .365, .450, .600, .635, .645, .650, .660 (2020)

Kentucky, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If rent is not paid when due and the tenant does not pay rent within seven days after the landlord's written notice of nonpayment and the landlord's intent to terminate the rental agreement if rent is not paid within that period, the landlord may terminate the agreement.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent, as well as a separate claim for actual damages for breach of the rental agreement and reasonable attorney fees.

In an action for possession for nonpayment of rent or in an action for rent where the tenant remains in possession, the tenant may counterclaim for any amounts recoverable by the tenant under the rental agreement or the law. In such cases where the tenant is in possession, the court may order the tenant to pay into court all or part of the accrued and accruing rent, and it will determine the amount due each party.

If the tenant retains possession without the landlord's consent after the rental agreement expires or is terminated, the landlord may bring an action for possession. If the holdover is willful and not in good faith, the landlord may recover not more than three months' rent or three times the actual damages sustained by him, whichever is greater, and attorney fees.

"A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of heat, electric, running water, hot water, gas, or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in [Ky. Rev. Stat. §§ 383.505 to 383.715].

Sections reenacted 1984.

Ky. Rev. Stat. §§ 383.660, .645, .685, .690 (2020)

Abandonment of the Premises

If a rental agreement requires the tenant to notify the landlord of an anticipated extended absence from the premises of more than seven days and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant. If the tenant is absent for more than seven days, the landlord may enter the dwelling at reasonably necessary times.

If the tenant abandons the dwelling, the landlord must make reasonable efforts to rent it at a fair rental. If the unit is re-rented for a term beginning before the abandoning tenant's agreement

expires, the agreement is deemed terminated as of the date the new tenancy begins. If the landlord accepts the abandonment as a surrender of the premises or fails to use reasonable efforts to rent the dwelling, the rental agreement is deemed terminated as of the date the landlord has notice of the abandonment.

Statute reenacted 1984.

Ky. Rev. Stat. § 383.670 (2020)

Waiver of Right to Terminate for Nonpayment

"Acceptance of rent with knowledge of a default by the tenant or acceptance of performance by him that varies from the terms of the rental agreement constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred."

Section reenacted 1984.

Ky. Rev. Stat. § 383.675 (2020)

Disposition of Tenant's Property

The Kentucky Uniform Residential Landlord and Tenant Act does not contain provisions governing the landlord's treatment of personal property left on the premises by the tenant after the rental agreement terminates or the premises are abandoned by the tenant. A general statute does grant a landlord a lien on the fixtures, household furniture and other personal property of a tenant from the time the tenant takes possession under the lease. The lien secures the payment of four months' rent due, or to become due, but is not effective as to rent which is past due for more than 120 days.

If any property subject to the lien is removed openly, and without fraudulent intent, from the premises and not returned, the landlord's lien continues on the property removed for 15 days from the removal date. The lien may be enforced against the property wherever the property is found.

Reenacted 1942.

Ky. Rev. Stat. § 383.070 (2020)

Security Deposits

A "security deposit" is an escrow payment by the tenant to the landlord pursuant to the rental agreement to secure the landlord against financial loss due to damage to the premises caused by the tenant's occupancy, except for ordinary wear and tear.

Security deposits must be deposited by the landlord in an account used solely for that purpose, and the tenant must be informed of the account's location and the account number.

Before a tenant pays any deposit, the prospective tenant must be given a "comprehensive listing of any then-existing damage to the unit which would be a basis for a charge against the security deposit and the estimated dollar cost of repairing the damage." Before occupancy, the tenant may inspect the premises to ascertain the accuracy of the listing. Both parties must sign the listing. If the tenant refuses to sign, he must state in writing the items to which he dissents and sign the statement of dissent.

When the occupancy terminates, the landlord must inspect the premises and prepare a list of any damages to the unit that are the basis for a charge against the deposit and the estimated cost of repairing the damage. The tenant may inspect the premises to check the accuracy of the list, which must be signed by both parties. If the tenant refuses to sign, he must state in writing the items to which he dissents and sign the statement of dissent.

When a tenant leaves not owing rent and there is a refund of the deposit due, the landlord must send notice of the refund amount to the last known or reasonably determinable address of the

tenant. If the landlord does not receive a response within 60 days from sending the notice, the landlord may retain the deposit free from any claim of the tenant.

If a tenant leaves without paying the last month's rent and does not demand return of the security deposit, the landlord may remove the deposit from the account after 30 days and apply any excess to the rent debt owed.

If a security deposit is not deposited in a separate account or if the initial and final damage listings are not provided, the landlord may not retain any part of a deposit.

A tenant who disputes the accuracy of the final damage listing may bring an action in the district court. If the tenant fails to sign the listing or fails to specifically dissent to it as required, the tenant may not recover.

Sections reenacted 1984.

Ky. Rev. Stat. §§ 383.545, .580 (2020)

Kentucky, Tenant Screening

State Fair Housing Requirements

It is an unlawful housing practice for a real estate broker or salesperson, or real estate operator, because of a person's race, sex, color, religion, familial status, disability or national origin to:

- refuse to rent or lease, or otherwise deny to or withhold real property from any person;

- discriminate against a person in the terms, conditions or privileges of a rental or lease of real property or in the furnishing of facilities or services in connection therewith;

- refuse to receive or fail to transmit a bona fide offer to rent or lease real property from any person;

- refuse to negotiate the rental or lease of real property to any person;

- represent that real property is not available for inspection, sale, rental, or lease when in fact it is available;

- refuse to permit the person to inspect real property; or

- offer, solicit, accept, use, or retain a property listing with the understanding that a person may be discriminated against in a rental or lease of that property or in the furnishing of facilities or services in connection therewith.

It is also an unlawful housing practice for a person to print or circulate or cause the printing or circulation of an advertisement or sign, or use an application form for a rental or lease that indicates an intent to limit, specify or discriminate on the basis of race, sex, color, religion, familial status, disability or national origin.

"Familial status" means:

- a minor individual domiciled with a parent or another person with legal custody;

- a minor individual who is domiciled with the designee of a parent or other person having custody with the written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions do not apply to:
    - rentals in a building which contains housing accommodations for not more than two families living independently, if the owner or a member of the owner's family resides in one; or
    - rental of one room or one rooming unit in a housing accommodation by an individual if he or a member of his family resides therein.
- A religious organization, association or society, or nonprofit institution or organization operated, supervised or controlled by a religious institution, organization, association or society, may limit or give preference to persons of the same religion in a rental or lease transaction for other than commercial purposes, unless membership in such religion is restricted on account of race, color or national origin.
- The prohibition on housing discrimination based on sex does not apply to:
    - a landlord who refuses to rent to an unmarried couple of the opposite sex;
    - a landlord who chooses to rent to only one sex, provided he rents to no more than 10 persons or rents no more than 10 self-contained units in an owner-occupied housing accommodation;
    - rooms or rental units where tenants would need to share common bath or kitchen facilities; and

- to any housing accommodation if it can be demonstrated that gender-based exclusions are needed for personal modesty or privacy.

A person aggrieved by a discriminatory practice may file a complaint with the Kentucky Commission on Human Rights within one year of the alleged discriminatory housing practice. After a finding of probable cause, the Commission will issue a charge on behalf of the aggrieved person at which time the complainant, the respondent or the aggrieved person on whose behalf the complaint was filed may elect to file a civil suit in lieu of an administrative hearing, which election must be made within 20 days of receipt of the charge notice.

In a civil action, which must be filed within two years of the occurrence of the discriminatory housing practice, damages may include, among others, actual and punitive damages, legal and equitable relief and reasonable attorney fees and costs. The Commission, after an administrative finding that the respondent engaged in a discriminatory housing practice, may award actual damages to the complainant and injunctive or other equitable relief. In addition, civil penalties of up to $50,000 may be imposed depending on the number of previous violations committed by the respondent and the period over which they occurred. A fine of up to $10,000 may be imposed for a first time violation.

Sections 344.100, .362, .365, .635 amended 1992; §§ 344.360, .600 amended 1994; § 344.650, .660 enacted 1992; § 344.645 amended 1996.

Ky. Rev. Stat. §§ 344.010(15), .360, .362, .365, .450, .600, .635, .645, .650, .660 (2020)

Other Provisions Related to Tenant Screening

A real estate operator need not negotiate with any individual who has not shown evidence of financial ability to consummate the rental of a housing accommodation.

A landlord may not terminate, fail to renew, refuse to enter into, or otherwise retaliate in the renting or leasing of a residence because of the person's status as a protected tenant pursuant to a domestic violence order, interpersonal protective order, or pretrial release order.

Section 344.365 amended 1992; § 383.300 enacted 2019.

Ky. Rev. Stat. § 344.365(2), 383.300 (2020)

Louisiana

Louisiana, Condition of Rental Property

Habitability Requirements

A lessor warrants that the leased premises are free of vices or defects that prevent its use for the purpose for which the premises were leased, which warranty extends to those vices and defects arising after occupancy which are not attributable to the lessee. Vices and defects not known to the lessor are also covered by the warranty, but if the lessee knows of them and fails to notify the lessor, the lessee's recovery for breach of warranty may be reduced accordingly.

The warranty may be waived by clear and unambiguous language that is brought to the lessee's attention. A waiver is ineffective:

- "[t]o the extent it pertains to vices or defects of which the lessee did not know and the lessor knew or should have known"; or

- "[t]o the extent it purports to waive the warranty for vices or defects that seriously affect health and safety."

A lessor is obligated to maintain leased premises in a condition suitable for the purpose for the premises were leased.

A lessee is liable for damages to leased premises caused by his fault or that of a person on the premises with his consent.

If the premises are totally destroyed without the fault of either party, the lease terminates and neither party is liable to the other.

If the premises are partially destroyed or its use is substantially impaired, without the lessee's fault, the lessee may, according to the circumstances of both parties, obtain a diminution of rent or termination of the lease, whichever is more appropriate. If the lessor was at fault, the lessee may also demand damages. If the impairment of use was caused by circumstances external to the premises, the lessee is entitled to termination of the lease, but not diminution of rent.

Enacted 2004.

La. Civ. Code arts. 2682, 2687, 2693, 2697, 2699, 2714, 2715 (2019)

Essential Services

No relevant provisions were located.

Repairs

During the lease, the lessor is obligated to make all repairs necessary to maintain the premises in a condition suitable for the purpose for which the premises were leased, except those for which the lessee is responsible.

A lessee is obligated to repair damage to the premises caused by his or her fault or that of a person on the premises with his or her consent and to repair any deterioration resulting from his or their use to the extent it exceeds the normal or agreed use of the premises.

If the premises require a repair that cannot be postponed until the end of the lease term, the lessor may make the repair "even if this causes the lessee to suffer inconvenience or loss of use of the premises." In such a case, the lessee may obtain a rent reduction or abatement or termination of the lease, depending on the circumstances, including each party's fault for the repair, the length of the repair period and extent of loss of use.

If the lessor fails to make necessary repairs within a reasonable time after demand by the lessee, the lessee may make them and demand immediate reimbursement of the cost for the repair or apply that amount to the payment of rent, but only to the extent the repair was necessary and cost reasonable.

Enacted 2004.

La. Civ. Code Ann. arts. 2691, 2692, 2693, 2694 (2019)

Landlord's Right of Entry

No relevant provisions were located.

Louisiana, Property Management Licensing

Louisiana does not separately license real estate managers.

However, any person, who, for compensation, manages, rents or leases real estate for another is engaged in "real estate activity" and must be licensed as either a real estate salesperson or real estate broker by the Louisiana Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Louisiana**.

"Property management" is "the marketing, leasing, or overall management of real property for others for a fee, commission, compensation, or other valuable consideration."

Exceptions: The licensing requirement does not apply to any salaried person employed by a licensed real estate broker for and on behalf of the owner of any real estate which the broker has contracted to manage for the owner, if the salaried employee is limited in his employment to:

- delivering a lease application, a lease, or any amendment thereof;

- receiving a lease application, lease, or amendment thereof, a security deposit, rental payment, or any related payment for delivery to and made payable to a property manager or owner;

- showing a rental unit, provided the employee is acting under the broker's direct instructions, including the execution of leases or rental agreements, so long as the broker is responsible for his employees' actions;

- providing information about a rental unit, a lease, an application for lease, or the status of a security deposit or the payment of rent;

- assisting with property management functions by carrying out administrative, clerical, or maintenance tasks.

Section 37:1438 amended 1995; § 37:1431 amended 2015.

La. Rev. Stat. Ann. §§ 37:1431, :1438 (2019)

Registration/Licensing/Certification of Rental Properties

Louisiana does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Louisiana, Reasonable Accommodation

It is unlawful to discriminate in the rental of or to deny a housing accommodation to any renter, or to discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection with the rental because of a disability of:

- the renter or that person;

- a person residing in or intending to reside in that dwelling after it is rented or made available; or

- any person associated with the renter or that person.

Discrimination includes:

- refusal to permit a person with a disability, at his or her own expense, to make reasonable modifications to existing premises occupied or to be occupied by the disabled person, if the modifications are necessary to afford the person full enjoyment of the premises, provided that in the case of a rental a landlord may reasonably condition such permission on the tenant agreeing to restore the premises' interior to the condition existing before modification, normal wear and tear excluded;

- refusal to make reasonable accommodation in rules, policies, practices or services when the dwellings may be necessary to give a disabled person equal opportunity to use and enjoy a housing accommodation;

- failure to design and construct covered multifamily dwellings in such a manner that there is at least one accessible entrance, unless the terrain or unusual site characteristics make it impractical; and

- failure to design and construct covered multifamily dwellings in such a manner that there is at least one entrance on an accessible route, unless the terrain or unusual site conditions make it impractical to do so, provided accommodations with a building entrance on an accessible route also meet the following requirements:

    - the public-use and common-use areas of the dwelling are accessible to and usable by persons with disabilities;

    - all doors into and within the premises allow passage by persons in wheelchairs; and

- all premises contain an accessible route into and through the dwelling; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms permit an individual to maneuver a wheelchair about the space.

Exceptions: The above prohibitions, other than the prohibition against discriminatory advertising, do not apply to:

- rental of a room or units in a dwelling with living quarters occupied or intended to be occupied by not more than four families living independently, if the owner occupies one of the living quarters; or

- rental of a single-family dwelling by an individual private owner if the owner does not own or have an interest in more than three single-family houses at any one time, the owner does not sell more than one single-family dwelling unit in which the owner was not residing or was not the most recent resident at the time of sale, the house is rented without the use of a real estate broker or salesperson, and the owner does not use any discriminatory advertising.

A person aggrieved by an unlawful discriminatory practice may file a complaint with the Attorney General within one year after an alleged discriminatory housing practice occurs. If the Attorney General finds reasonable cause to believe that the respondent has engaged in a discriminatory housing practice and the complaint is not resolved by informal means, he will bring a civil action requesting relief. If no complaint has been filed with the Attorney General, an aggrieved person may commence a civil action within two years after the alleged discriminatory housing practice occurs. The court may award actual damages, attorney fees and costs, and order injunctive relief.

A person with a disability is entitled to full and equal access to all housing accommodations offered for rent or lease in Louisiana subject to all conditions and limitations established by law and applicable to all persons, including disabled persons who have a service dog. Tenants with service dogs may not be required to pay extra compensation for the dog, but remain liable for any damage done to the premises, or any person on the premises, by the dog.

Amended 1992; §§ 51:2603 and :2606 amended 2014; § 51:2613 amended 1999; § 46:1954 amended 2018; §§ 2605, 2611, 2614 amended 1992; § 2604 enacted 1991.

La. Rev. Stat. Ann. §§ 51:2603, :2604, :2605, :2606, :2611, :2613; :2614; 46:1954 (2019)

Louisiana, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

When a lessee's right of occupancy ceases because of nonpayment of rent, the lessor may deliver written notice to vacate the premises to the lessee. The notice must allow the lessee not less than five days from the date of its delivery to vacate the leased premises.

Note: The lease may contain a written waiver of the notice requirement, in which case, upon termination of the lessee's right of occupancy for any reason, the lessor may immediately institute eviction proceedings.

If the lessee does not comply with the notice to vacate, or has waived his right to notice, and has lost his right to occupancy for any reason, the lessor may cause the lessee to be summarily cited by the court to show cause why he should not be ordered to deliver possession of the premises to the lessor.

With respect to oral leases only, if a lessee of any dwelling fails to pay rent when due within 20 days after delivery of written demand therefor, correctly stating the amount of rent due and owing, the lessee is liable for reasonable attorney fees for prosecution and collection of such a claim when judgment is rendered in the claimant's favor.

Article 4701 amended 1981; § 9:3259 enacted 1978.

La. Code Civ. Proc. Ann. art. 4701 (2019); La. Rev. Stat. Ann. § 9:3259 (2019)

Abandonment of the Premises

After the required notice to vacate has been given, the lessor may lawfully take possession of leased premises without further judicial action if the lessor reasonably believes that the lessee has

abandoned the premises. Indicia of abandonment include a cessation of residential occupancy, returning keys to the premises and removal of furnishings or other movables from the premises.

If the court finds for the lessor, or the lessee fails to answer or appear at the trial, the court must render immediate judgment of eviction.

Article 4731 amended 1991; art. 4732 enacted 2001.

La. Code Civ. Proc. Ann. arts. 4731, 4732 (2015)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

No relevant provisions were located.

Security Deposits

To secure payment of rent and other obligations under a lease, the lessor has a privilege on the lessee's movables that are found in or upon the property. The lessor may seize the movables while they are on the premises and for 15 days after they have been removed, if they remain the property of the lessee and can be identified.

The lessor may also enforce his privilege against movables that have been seized by the sheriff or other officer of the court, as long as the movables or the proceeds therefrom remain in the officer's custody.

Any advance or deposit by the tenant to a landlord to secure performance of any oral or written lease must be returned to the tenant or residential or dwelling premises within one month after the lease terminates. The landlord may retain all or part of the advance or deposit which is reasonably

necessary to remedy a tenant's default or remedy unreasonable wear to the premises. If any deposit or advance funds are retained by the landlord, he must forward to the tenant, within one month after the date the tenancy terminates, an itemization for the retained proceeds and the reasons therefor. The tenant must furnish a forwarding address at termination of the lease. These requirements do not apply when the tenant abandons the premises, either without giving required notice or prior to termination of the lease.

If the landlord willfully fails to comply with these requirements, the tenant may recover any portion of the security deposit wrongfully retained and $300 or twice the amount of the portion of the security deposit wrongfully retained, whichever is greater. Failure to remit within 30 days after a written demand is deemed willful failure.

Articles 2707, 2710 enacted 2004; § 3251 amended 1985; § 3252 amended 2019.

La. Civ. Code Ann. arts. 2707, 2710 (2019); La. Rev. Stat. Ann. §§ 9:3251, :3252 (2019)

Louisiana, Tenant Screening

State Fair Housing Requirements

It is unlawful, because of a person's race, sex, color, religion, familial status or national origin to:

- refuse to rent after the making of a bona fide offer, refuse to negotiate for the rental or otherwise deny or make unavailable a dwelling to any person;

- discriminate against a person in the terms, conditions or privileges of the rental of any dwelling or in the furnishing of facilities or services in connection with the dwelling;

- represent that any dwelling is not available for inspection, sale, or rental when in fact it is available.

It is also an unfair housing practice to:

- make, print or cause the publication of a statement, advertisement or notice with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination on the basis of race, sex, color, religion, familial status or national origin; or

- induce or attempt to induce, for profit, any person to rent any dwelling by making representations about the entry or prospective entry into the neighborhood of persons of a particular race, sex, color, religion, familial status or national origin.

"Familial status" is the status of:

- a parent or another person having legal custody of a minor child being domiciled with the child;

- a designee of a parent, or such other person, having legal custody of a minor child with written permission of the parent or other person being domiciled with the child;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions, other than the prohibition against discriminatory advertising, do not apply to:

    - rental of a room or units in a dwelling with living quarters occupied or intended to be occupied by not more than four families living independently, if the owner occupies one of the living quarters; or

    - rental of a single-family dwelling by an individual private owner if the owner does not own or have an interest in more than three single-family houses at any one time, the owner does not sell more than one single-family dwelling unit in which the owner was not residing or was not the most recent resident at the time of sale, the house is rented

without the use of a real estate broker or salesperson, and the owner does not use any discriminatory advertising.

- A religious organization, association or society, or nonprofit organization or institution operated, supervised or controlled by a religious organization, association or society may limit the rental or occupancy of dwellings owned or operated by it primarily for other than commercial purposes or may give preference to persons of the same religion, unless membership in such religion is restricted on account of race, color or national origin.

- The prohibitions related to discrimination based on familial status do not apply to dwellings provided under any state or federal program specifically designed and operated to assist elderly person or "housing for older persons" as defined in La. Rev. Stat. Ann. § 51:2605.

A person aggrieved by an unlawful discriminatory practice may file a complaint with the Attorney General within one year after an alleged discriminatory housing practice occurs. If the Attorney General finds reasonable cause to believe that the respondent has engaged in a discriminatory housing practice and the complaint is not resolved by informal means, he will bring a civil action requesting relief. If no complaint has been filed with the Attorney General, an aggrieved person may commence a civil action within two years after the alleged discriminatory housing practice occurs. The court may award actual damages, attorney fees and costs, and order injunctive relief.

Amended 1992; §§ 51:2603 and :2606 amended 2014; § 51:2613 amended 1999; §§ 2605, 2611, 2614 amended 1992; § 2604 enacted 1991.

La. Rev. Stat. Ann. §§ 51:2603, :2604, :2605, :2606, :2611, :2613; :2614 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Maine

Maine, Condition of Rental Property

Habitability Requirements

In any oral or written rental agreement, the landlord is deemed to have covenanted and warranted that the dwelling is fit for human habitation, and the landlord may not maintain or permit any condition to exist on the premises that endangers or materially impairs the health or safety of the tenant.

The tenant may file a complaint against the landlord in the district or superior court if a condition exists rendering the dwelling unfit for human habitation if:

- the condition endangers or materially impairs the health or safety of the tenant;
- the condition was not caused by tenant or another person acting under the tenant's control;
- written notice of the condition was given to the landlord without unreasonable delay;
- the "landlord unreasonably failed under the circumstances to take prompt, effective steps to remedy the condition"; and
- the tenant was current in rent at the time the notice was given.

If the landlord is found to have breached the warranty of habitability, the court may:

- issue injunctive relief ordering the landlord to repair all conditions endangering or materially impairing the health or safety of the tenant;
- determine the fair rental value of the dwelling unit from the date the landlord received notice of the condition until the condition is repaired, and declare what, if any money the

tenant owes the landlord or what rebate the landlord owes the tenant for rent paid in excess of the fair rental value;

- authorize the tenant to temporarily vacate the premises if the dwelling must be vacated during necessary repairs, with no rent incurred by the tenant until occupation resumes, provided, if the landlord offers reasonable alternative housing accommodations, the court may not surcharge the landlord for the cost of alternative tenant housing during the repair period; and

- award consequential damages for breach of the warranty.

By March 1, 2014, and, unless a mitigation system has been installed in a residential building, every 10 years thereafter, the landlord must have the air tested for the presence of radon at the request of a tenant, as provided in Me. Rev. Stat. Ann. tit. 14, § 6030-D.

The tenant's and landlord's duties in cases where there is a suspected bedbug infestation are set forth in Me. Rev. Stat. Ann. § 6021-A.

Note: A written agreement by which the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated rent reduction or other fair consideration is binding on both parties.

Section 6021 amended 2009: § 6030-D amended 2013.

Me. Rev. Stat. Ann. tit. 14, §§ 6021, 6030-D (2019)

Provision of Essential Services

The implied warranty of fitness for human habitation is breached if the landlord is obligated by the rental agreement to provide heat for the dwelling and:

- the landlord maintains an indoor temperature which is so low that it is injurious to the health of occupants not suffering from abnormal medical conditions;

- the dwelling's heating facilities are incapable of maintaining a minimum of at least 68 degrees Fahrenheit at a distance of three feet for the exterior walls, five feet above floor level at an outside temperature of minus 20 degrees Fahrenheit; or

- the heating facilities are not operated so as to protect the building equipment and systems from freezing.

Exception: A landlord and tenant may agree that the landlord will provide heat at less than 68 degrees Fahrenheit, if a person over 65 or under five years of age does not reside on the premises, and if the agreement:

- is in a written document, separate from the lease, set forth in clear and conspicuous format in at least 12-point type, signed by both parties;

- states that it is revocable by either party upon reasonable notice;

- specifically sets a minimum temperature not less than 62 degrees Fahrenheit; and

- sets forth a fair and reasonable reduction in rent.

If the landlord fails to pay for utility services in his name, the tenant may pay for the services and deduct the amount from rent due. Additionally, a court may award the tenant actual damages in the amount paid for utilities by the tenant or $100, whichever is greater, with costs and attorney fees reasonably incurred in connection with the action.

Title 14, § 6030-C: Residential energy efficiency disclosure statement

A landlord or other person who on the landlord's behalf enters into a lease or tenancy at will agreement must provide the residential energy efficiency disclosure statement required under Me Rev. Stat. Ann. § 6030-C to any person who requests the statement in person. Before a tenant or lessee enters into a contract or pays a deposit to rent or lease a property, the landlord must provide the statement to the tenant or lessee, obtain the tenant's or lessee's signature on the statement and sign the statement. The landlord must retain the signed statement for a minimum of three years.

If a municipality determines that an imminent threat to the habitability of leased premises exists, it may intervene to provide basic necessities in accordance with Me. Rev. Stat. Ann. tit. 14, § 6026-A, in which case a lien against the landlord in favor of the municipality is created for the amount spent, plus reasonable administrative costs.

Sections 6021, 6026-A amended 2009; § 6024-A amended 2009, § 6030-C enacted 2011.

Me. Rev. Stat. Ann. tit. 14, §§ 6021, 6024-A, 6026-A, 6030-C (2019)

Repairs

If a landlord fails to maintain the rental unit in compliance with the implied warranty of habitability and the reasonable cost of compliance is less than $500 or one-half the monthly rent, whichever is greater, the tenant may give the landlord written notice of the tenant's intention to repair the condition at the landlord's expense. If the landlord fails to comply within 14 days of notice, or as promptly as possible in the case of emergency, the tenant may "cause the work to be done with due professional care with the same quality of materials as are being repaired." A licensed professional must perform installation and servicing of electrical, oil burner and plumbing equipment. After submitting an itemization, the tenant may deduct from his rent the actual and reasonable cost or the fair and reasonable value of the work, up to the above-stated limits.

Exceptions:

- A tenant may not repair at the landlord's expense if the condition was caused by the tenant, his guest or his invitee, or when the landlord is unreasonably denied access or where extreme weather prevents the landlord from making the repair.

- A tenant may not seek reimbursement for labor provided by the tenant or an immediate family member; parts and materials purchased by the tenant are reimbursable.

- The right to repair at the landlord's expense does not apply to tenancy in a dwelling unit that is part of a building containing five or fewer units, one of which is occupied by the landlord.

Amended 2009.

Me. Rev. Stat. Ann. tit. 14, § 6026 (2019)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's entry 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

- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord must give the tenant at least 24 hours' notice of intent to enter.

If the landlord repeatedly makes demands for lawful entry which results in unreasonable harassment of the tenant, makes an illegal entry or makes a legal entry in an unreasonable manner, the tenant may:

- recover actual damages or $100, whichever is greater;
- obtain injunctive relief to prevent recurrence of the landlord's conduct; and
- if the tenant obtains judgment after a contested hearing, recover reasonable attorney fees.

If the tenant changes the locks on the dwelling unit without providing the landlord with a duplicate key, in the case of emergency the landlord may enter through whatever means necessary and charge the tenant reasonable costs for any resulting damage. If the tenant changes the locks and refuses to give a duplicate key to the landlord, the landlord may terminate the tenancy on seven days' notice.

Amended 2015.

Me. Rev. Stat. Ann. tit. 14, § 6025 (2019)

Maine, Property Management Licensing

Maine does not license real estate managers.

For the purpose of licensing persons who engage in "real estate brokerage," that term is broadly defined as "a single instance of offering or attempting to conduct or conducting services on behalf of another for compensation, or with the expectation of receiving compensation, calculated to result in the transfer of an interest in real estate." None of the listed examples in the statute of "real estate brokerage" mention management of real estate.

Amended 2007.

Me. Rev. Stat. Ann. tit. 32, § 13001 (2019)

Registration/Licensing/Certification of Rental Properties

Maine does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Maine, Reasonable Accommodation

It is unlawful housing discrimination for any owner, lessor, sublessor, managing agent or other person having the right to rent, lease or manage a housing accommodation or any of their agents to refuse to:

- permit, at the expense of a disabled person, reasonable modifications of existing premises occupied or to be occupied by the disabled person if the modifications are needed to give the person full enjoyment of the premises, provided that the landlord may, when it is reasonable to do so, condition such permission on the renter's agreeing to restore the interior of the premises to the condition that existed before modification, reasonable wear and tear excepted;

- make reasonable accommodations in rules, policies, practices or services when they are necessary to give a disabled person equal opportunity to use and enjoy the housing; or

- permit the use of a service animal or otherwise discriminate against a disabled person who uses a service animal at the housing accommodation unless it is shown the animal poses a direct threat to the health and safety of others or the use of the animal would result in substantial damage to the property of others or substantially interfere with another's reasonable enjoyment of the housing.

  Note: Use of a service animal may not be conditioned on payment of a fee or security deposit, but the disabled person remains liable for any damage to the premises or facilities by the animal.

It is also unlawful housing discrimination to fail to design and construct "covered multifamily dwellings" constructed on or after September 1, 2012, in a manner that:

- makes the common-use and public-use areas of the dwellings readily accessible to and usable by a person with a disability;

- provides that all doors into and within all premises within the dwellings are sufficiently wide to allow passage by a wheelchair; and

- ensures that all premises within the dwelling contain: (a) an accessible route into and through the dwelling; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

  Note: "Covered multifamily dwelling" means: (a) a building with four or more dwelling units if the building has one or more elevators; and (b) ground-floor units in a building consisting of four or more dwelling units.

  Note: Similar requirements apply to covered multifamily dwellings constructed after March 13, 1991.

Exceptions: The above requirements do not apply to:

- the rental of any dwelling owned, controlled or operated for other than commercial purposes by a religious corporation to its membership unless such membership is restricted on account of race, color or national origin;

- the rental of a one-family unit, or a two-family dwelling one unit of which is occupied by the owner; or

- the rental of not more than four rooms of a one-family dwelling occupied by the owner.

A person aggrieved by an act of unlawful housing discrimination may file a complaint with the Maine Human Rights Commission not more than 300 days following the alleged discrimination. If after investigation, the Commission finds reasonable cause to believe that unlawful discrimination has occurred, and no emergency exists, it will first attempt to eliminate the discrimination by informal means such as conference, conciliation and persuasion. If such efforts fail, the Commission may file an action in the superior court seeking appropriate relief. If the Commission has not filed a civil action or entered into a conciliation agreement within 180 days of a complaint being filed, the complainant may request a right-to-sue letter, and if it is granted, the Commission ends its investigation.

In a civil action filed by the Commission or the complainant, if the aggrieved person has not found substitute housing, a temporary injunction against rental of the housing accommodation to others shall be liberally granted when it appears the plaintiff will succeed upon final disposition of the case. Other available relief includes, among other remedies:

- an order to rent a specified accommodation, or a substantially identical one if controlled by the respondent, to the victim of the housing discrimination; and

- an order to pay the victim, or if the Commission brought the action on behalf of the victim, an order to pay the victim and/or the Commission civil penal damages of not more than $20,000 for a first violation, up to $50,000 for a second violation arising under the unlawful housing discrimination provisions, or up to $100,000 for a third or subsequent violation.

A prevailing party, other than the Commission may be awarded attorney fees in the court's discretion if the conditions of Me. Rev. Stat. Ann. tit. 5, § 4622 are satisfied, including first filing a complaint with the Commission.

Amended 2011; § 4582-B enacted 1989; § 4614 enacted 1981; § 4582-A amended 2015; §§ 4553, 4612, 4614, 4622 amended 2019.

Me. Rev. Stat. Ann. tit. 5, §§ 4553, 4581, 4581-A, 4582-A, 4582-B, 4582-C, 4611, 4612, 4613, 4614, 4622 (2019)

Maine, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A tenancy may be terminated upon seven days' written notice, if the landlord can establish that the tenant is seven days or more in arrears in the payment of rent. If such a tenant pays the full amount due before the seven-day notice period expires, the notice is void. "Thereafter, in all residential tenancies at will, if the tenant pays all rental arrears, all rent due as of the date of payment and any filing fees and service of process fees actually expended by the landlord before the issuance of the writ of possession as provided by section 6005, then the tenancy must be reinstated and no writ of possession may issue."

A termination notice claiming rent arrearage of seven days or more must include a statement indicating the amount of the rent that is seven days or more in arrears as of the date of the notice and set forth the following: "If you pay the amount of rent due as of the date of this notice before this notice expires, then this notice as it applies to rent arrearage is void. After this notice expires, if you pay all rental arrears, all rent due as of the date of payment and any filing fees and service of process fees actually paid by the landlord before the writ of possession issues at the completion of the eviction process, then your tenancy will be reinstated."

An unintentional clerical error in setting forth the rent arrearages or other matters which does not materially alter the purpose or understanding of the notice, will not invalidate the notice.

In an action to terminate on the ground of rent arrearages, the tenant may raise as a defense any violation of the warranty of habitability, if the landlord has received actual or constructive notice of the alleged violation and has unreasonably failed to take prompt steps to remedy or repair the condition. The condition may not have been caused by the tenant or a person acting under his control. If the court finds that the dwelling is not fit for human habitation, the tenant may either terminate the lease without prejudice, or reaffirm the lease with the court assessing against the tenant an amount equal to the reduced fair rental value of the premises for the period during which the rent is owed.

No action may be maintained for rent arrearages or damage to the premises during a period when the building or part of the building occupied by the tenant or lessee has been destroyed or damaged by fire or other casualty thereby rendering it unfit for use or habitation.

Note: A landlord may assess a late fee against a residential tenant if a rent payment is not made within 15 days from the date due, provided the landlord gave the tenant written notice at the time they entered into the rental agreement that a late fee of up to four percent of one month's rent may be charged.

Section 6002 amended 2015; § 6010 amended 2015, § 6028 amended 1987.

Me. Rev. Stat. Ann. tit. 14, §§ 6002, 6010, 6028 (2019)

Abandonment of the Premises

If a tenant unjustifiably moves from the premises prior to expiration of the tenancy and defaults in payment of the rent, or if the tenant is removed for failure to pay rent or other breach of the lease, the landlord may recover rent and damages except for amounts which the landlord could mitigate.

The amount of recovery on any claim for rent and/or damages must be reduced by the "net rent obtainable by reasonable efforts to rerent the premises." In any event, the landlord may recover in addition to rent and other damages, reasonable expenses of listing and advertising incurred in rerenting or attempting to rerent, except as taken in account in computing net rent.

The landlord bears the burden of proving his mitigation efforts. The tenant bears the burden of proving that the landlord's efforts were not reasonable, that the landlord's refusal of any offer to rent the premises was not reasonable, that any terms or conditions upon which the premises were rerented were not reasonable, and that any temporary use the landlord made of the premises was not part of a reasonable effort to mitigate.

The following acts by the landlord do not defeat his right to recover rent and damages, nor constitute acceptance of surrender of the unit:

- entry in order to inspect, preserve, repair, remodel or show the premises;

- rerenting the premises, in whole or in part, with or without notice, and applying the rent against the damages caused by the original tenant and to reduce rent accruing under the original lease;

- the landlord's use of the premises until such time as rerenting at a reasonable rent is practical, not to exceed one year, if the landlord gives prompt written notice to the tenant that he is doing so and that he will credit the tenant with the reasonable value of such use; and

- any other act reasonably deemed as being in mitigation of rent or damages and which does not unequivocally show an intent to release the defaulting tenant.

Section 6010-A amended 2009

Me. Rev. Stat. Ann. tit. 14, § 6010-A (2019)

Waiver of Right to Terminate for Nonpayment

No provisions regarding waiver of a landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

Any personal property that is abandoned or unclaimed by a tenant after the tenant vacates the rental unit, must be placed in a dry secured location by the landlord. Notice must be sent to the tenant at any time after entry of judgment in favor of the landlord or after the tenant vacates.

If the tenant is still in possession of the unit, written notice must be sent by first-class mail with proof of mailing to the rental unit, stating the landlord's intent to dispose of the property remaining in the unit after the tenant vacates. The time stated in the notice within which the tenant may claim the property may not be less than seven days following the mailing of the notice or 48 hours after service of a writ of possession, whichever period is longer.

If the tenant has already vacated, the notice must be sent by first-class mail with proof of mailing to the tenant's last known address, stating the landlord's intent to dispose of the property, itemizing

the items and containers of property and advising the tenant that if he or she does not respond within seven days the landlord may dispose of the property.

If the tenant physically claims the property within seven days the landlord must release it without requiring payment of any fee or amount that may be due the landlord.

If the tenant responds to the notice, the landlord must store the property for at least 14 days after notice was sent to the tenant. If an oral or written claim to the property was made within seven days of notice, the landlord may not condition release upon the tenant's payment of any rent in arrears, damages and costs of storage, provided the tenant arranges to retrieve the property by the 14th day after the notice was sent.

If the tenant fails to retrieve the property by the 14th day or does not make any claim for the property within seven days after the notice is sent, the landlord may:

- condition release of the property upon the tenant's payment of all rent in arrears, damages and storage costs;

- sell any property for reasonable fair market price and apply the proceeds to rental arrearages, damages, storage costs and sale costs, with the balance forwarded to the state Treasurer; or

- dispose of any property that has no reasonable fair market value.

Note: A lease may permit the landlord to dispose of a tenant's abandoned personal property without liability provided the landlord complies with the above notice requirement.

Amended 2011.

Me. Rev. Stat. Ann. tit. 14, § 6013 (2019)

Security Deposits

A security deposit is any advance or deposit, however denominated, of money to secure the performance of a lease or tenancy at will agreement for residential premises, which may not be more than the amount of rent for two months. A security deposit may not be commingled with the landlord's other assets and must be held in a bank or other financial institution account under terms that place it beyond claims of the landlord's creditors. Upon a tenant's request, the landlord must disclose the name of the institution and the account number where the deposit is held.

If there is a written rental agreement, the landlord must return the deposit, in whole or in part, along with a written itemization of the reasons any amounts were retained by the landlord, within the time stated in the agreement, not to exceed 30 days. In the case of a tenancy at will, the deposit balance and itemization must be sent to the tenant within 21 days after the tenancy terminates or surrender and acceptance of the premises, whichever occurs later. A deposit and statement may be mailed to the tenant's last known address.

If the landlord fails to timely provide a written statement and/or security deposit refund, he forfeits his right to withhold any portion of the deposit and the tenant may bring a legal action after giving the landlord notice of the tenant's intent to sue no less than seven days before suit is commenced. If the landlord fails to return the entire deposit within the seven-day period, it is presumed that it is being wrongfully retained. A landlord is liable for double the amount of the portion of the security deposit wrongfully withheld, together with attorney fees and costs.

A landlord may retain security deposit funds for the following nonexclusive reasons:

- covering the costs of storing or disposing of unclaimed property;
- nonpayment of rent; and
- nonpayment of utility charges that the tenant was required to pay directly to the landlord.

Exception: The above provisions do not apply to any tenancy for a dwelling unit in a building containing no more than five dwelling units, one of which is occupied by the landlord.

Note: A landlord may offer a tenant the option of purchasing a surety bond in lieu of providing security deposit funds, which option is governed by Me. Rev. Sat. Ann. tit. 14, § 6039.

Sections 6031, 6032 amended 2009; §§ 6033, 6034 amended 1995; § 6037 enacted 1977, § 6039 enacted 2009; § 6039 enacted 2007.

Me. Rev. Stat. Ann. tit. 14, §§ 6031—6034, 6037, 6038, 6039 (2019)

Maine, Tenant Screening

State Fair Housing Requirements

It is an unlawful housing discrimination for any owner, lessee, sublessee, managing agent or other person with the right to rent or manage a housing accommodation to:

- make any oral or written inquiry concerning the race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status of any prospective occupant or tenant;

- refuse to show or rent, lease, let or otherwise deny or withhold from any person a housing accommodation because of race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status;

- discriminate in the price, terms, conditions or privileges of the rental or lease of any housing accommodation or the furnishing of facilities or services in connection therewith because of race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status;

- evict or attempt to evict any tenant of a housing accommodation because of race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status; or

- make, print or publish any notice, statement or advertisement relating to the rental or lease of a housing accommodation that indicates a preference, limitation or discrimination based on race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status.

It is also unlawful housing discrimination for any real estate broker or salesperson, or an agent of them to:

- fail or refuse to show any person a housing accommodation listed for lease or rent because of race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status;

- misrepresent for the purpose of discrimination the availability or asking price of a housing accommodation listed for lease or rent or fail to communicate to the person having the right to rent or lease the accommodation any offer to rent or lease made by an applicant; to discriminate in any other manner against an applicant for a housing accommodation because of race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status;

- make any written or oral inquiry or record concerning the race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status of any applicant for or intended occupant of a housing accommodation; accept for listing any housing accommodation if the person having the right to rent or lease the accommodation has indicated an intention to discriminate among potential tenants on the basis of race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin or familial status, or if the broker or salesperson has reason to know that such person has made a practice of discrimination since July 1, 1972.

Additionally, it is unlawful housing discrimination for any person furnishing rental premises to refuse to rent to or impose different tenancy terms on any individual who receives federal, state or local public assistance, including medical assistance and housing subsidies, primarily because of the individual's status as a recipient.

Familial status means a family unit containing one or more minors who are living with (a) a parent or another person having legal custody of the minor(s); or (b) the designee of the parent or other person having custody, with the parent's or other person's written permission. The protections afforded against discrimination based on familial status also apply to any person who is pregnant or in the process of securing legal custody of any minor.

Exceptions:

- The above prohibitions do not apply to the rental of any dwelling owned, controlled or operated for other than commercial purposes by a religious corporation to its membership unless such membership is restricted on account of race, color or national origin.

- Except with respect to those prohibitions specifically related to real estate brokers and salespersons only and the prohibition against discriminatory advertising, the above prohibitions do not apply to:

    - the rental of a one-family unit, or a two-family dwelling one unit of which is occupied by the owner; or

    - the rental of not more than four rooms of a one-family dwelling occupied by the owner.

A person aggrieved by an act of unlawful housing discrimination may file a complaint with the Maine Human Rights Commission not more than 300 days following the alleged discrimination. If after investigation, the Commission finds reasonable cause to believe that unlawful discrimination has occurred, and no emergency exists, it will first attempt to eliminate the discrimination by informal means such as conference, conciliation and persuasion. If such efforts fail, the Commission may file an action in the superior court seeking appropriate relief. If the Commission has not filed a civil action or entered into a conciliation agreement within 180 days of a complaint being filed, the complainant may request a right-to-sue letter, and if it is granted, the Commission ends its investigation.

In a civil action filed by the Commission or the complainant, if the aggrieved person has not found substitute housing, a temporary injunction against rental of the housing accommodation to others shall be liberally granted when it appears the plaintiff will succeed upon final disposition of the case. Other available relief includes, among other remedies:

- an order to rent a specified accommodation, or a substantially identical one if controlled by the respondent, to the victim of the housing discrimination; and

- an order to pay the victim, or if the Commission brought the action on behalf of the victim, an order to pay the victim and/or the Commission civil penal damages of not more than $20,000 for a first violation, up to $50,000 for a second violation arising under the unlawful housing discrimination provisions, or up to $100,000 for a third or subsequent violation.

A prevailing party, other than the Commission may be awarded attorney fees in the court's discretion if the conditions of Me. Rev. Stat. Ann. tit. 5, § 4622 are satisfied, including first filing a complaint with the Commission.

Amended 2011; § 4614 enacted 1981; §§ 4553, 4612, 4614, and 4622 amended 2019.

Me. Rev. Stat. Ann. tit. 5, §§ 4553, 4581, 4581-A, 4611, 4612, 4613, 4614, 4622 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Maryland

Maryland, Condition of Rental Property

Habitability Requirements

The landlord must abide by the local housing code that sets minimum property maintenance standards for housing in the subdivision, known as the Minimum Livability Code.

The Minimum Livability Code must include minimum standards for:

- safe and sanitary maintenance of residential structures and premises; and

- basic equipment and facilities used for light, ventilation, heat, and sanitation.

If an owner of a property with lead-based paint fails to comply with the applicable risk reduction standard under § 6-815 or § 6-819 of the Environment Article, the owner, on the written request of the tenant, must:

- immediately release the tenant from the terms of the lease or rental agreement for that property; and

- pay to the tenant all reasonable relocation expenses, not to exceed $ 2,500, directly related to the permanent relocation of the tenant to a lead-free dwelling unit or another dwelling unit that has satisfied the risk reduction standard in accordance with § 6-815 of the Environment Article.

If the owner does not comply within three business days of receiving the tenant's written request, the tenant may bring an action in District Court for:

- lease termination;

- reimbursement of reasonable relocation expenses; and

- reasonable attorney's fees.

If the improvements on property rented for not more than seven years become untenantable because of fire or unavoidable accident, the tenancy terminates, and the tenant is not liable for remaining rent after the date of the fire or unavoidable accident.

Section 8-112 amended 1974; § 8-215 amended 2011.

Md. Code Ann., Real Prop. §§ 8-112, -215 (2019)

Provision of Essential Services

A tenant may deduct from rent due to a landlord the amount of payments made to a utility service provider for utility service if there is an oral or written lease requiring the landlord to pay the utility bill, and the tenant pays all or part of the utility bill.

A landlord may not take possession or threaten to take possession of a dwelling unit from a tenant or tenant holding over by willful diminution of services to the tenant. "'Willful diminution of services'" means intentionally interrupting or causing the interruption of heat, running water, hot water, electricity, or gas by the landlord for the purpose of forcing a tenant to abandon the property."

Enacted 2013.

Md. Code Ann., Real Prop. §§ 8-212.3, -216 (2019)

Repairs

The landlord has an obligation to repair and eliminate conditions and defects which constitute a fire hazard or a serious and substantial threat to the life, health or safety of tenants. The landlord must repair the following conditions:

- lack of heat, light, electricity, or hot or cold running water, except where the tenant is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant's failure to pay the charges;

- lack of adequate sewage disposal facilities;

- the infestation of rodents;

- the existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; and

- the existence of any condition which presents a health or fire hazard to the dwelling unit.

If there is a defect or condition that needs repair the tenant must notify the landlord by written communication via certified mail, provide actual notice of the defects or conditions, or a written violation from the appropriate authorities.

The landlord must make the repair within a reasonable time after the receipt of the notice to repair. There is a rebuttable presumption that a period in excess of 30 days from receipt of notice is unreasonable. If the landlord fails to make the repair, the tenant may:

- bring an action of rent escrow to pay rent into court;

- refuse to pay rent and raise the existence of the asserted defects or conditions as an affirmative defense to an action for distress for rent brought by the landlord; or

- file a petition of injunction in the District Court requesting the court to order the landlord to make the repairs or correct the condition.

It is a sufficient defense to the allegations of the tenant if:

- the tenant or the tenant's family, agent, employees, assignees, or social guests caused the defect or condition; or

- if the landlord was denied reasonable and appropriate entry for the purpose of correcting or repairing the condition or defect.

The above remedies are not available if the landlord fails to repair or eliminate minor defects of a nondangerous nature, such as:

- any defect which merely reduces the aesthetic value of the leased premises, such as the lack of fresh paint, rugs, carpets, paneling or other decorative amenities;

- small cracks in the walls, floors or ceilings;

- the absence of linoleum or tile upon the floors, provided that they are otherwise safe and structurally sound; or

- the absence of air conditioning.

Amended 2009.

Md. Code Ann., Real Prop. § 8-211 (2019)

Landlord's Right of Entry

No relevant provisions were located.

Maryland, Property Management Licensing

Maryland does not separately license real estate managers.

For purposes of the Maryland real estate licensing laws "provide real estate brokerage services" means, in part, engaging in the following activities, for consideration, for another person: leasing any real estate, collecting rent for the use of any real estate, or "engaging regularly in a business dealing in real estate or leases on real estate." Thus, a property manager must have a real estate broker license, only if he or she engages in any of those activities. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—Maryland**.

Exception: The real estate licensing laws do not apply to "an owner or lessor of any real estate while managing, leasing or selling the real estate, unless the primary business of the owner or lessor is providing real estate brokerage services."

History unavailable.

Md. Code Ann., Bus. Occ. & Prof. §§ 17-101, -102 (2019)

Registration/Licensing/Certification of Rental Properties

Maryland does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Maryland, Reasonable Accommodation

It is unlawful for the owner, lessor or manager having the right to lease or rent a housing accommodation to discriminate against a person because of physical or mental disability. Such discrimination includes:

- discrimination in the rental of, or otherwise make unavailable or deny, a dwelling to any renter because of a disability of the renter, or of someone residing in the dwelling;

- discrimination against a person in the terms, conditions, or privileges of the sale or rental of a dwelling;

- discrimination in the provision of services or facilities in connection with the dwelling;

- the refusal to allow, at the expense of the individual with a disability, reasonable modifications of existing premises occupied or to be occupied by the individual, if:

    - the modifications may be necessary to afford the individual with a disability full enjoyment of the dwelling; and

    - for a rental dwelling, the tenant agrees that, when the tenant vacates the dwelling, the tenant will restore, at the tenant's expense, the interior of the dwelling to the condition that existed before the modification, except for reasonable wear and tear;

- to refuse to make reasonable accommodations in rules, policies, practices or services when the accommodations may be necessary to afford an individual with a disability equal opportunity to use and enjoy a dwelling; or

- to fail to design or construct a covered multifamily dwelling to comply with the American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People where:

    - the public use and common use portions of the dwelling are readily accessible and usable to individuals with disabilities;

    - all the doors designed to allow passage into and within all premises within the dwelling are sufficiently wide to allow passage by individuals with disabilities in wheelchairs; and

- all premises within the dwelling contain the following features of adaptive design:

    - an accessible route into and through the dwelling;

    - light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

    - reinforcements in bathroom walls to allow later installation of grab bars; and

    - usable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.

Exceptions: These housing restrictions do not:

- require that a dwelling be made available to a disabled individual if the accommodation would constitute a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of others; or

- prohibit a religious organization, association, or society or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society from giving preference or limiting the sale, rental, or occupancy of dwellings that it owns or operates for other than a commercial purpose to persons of the same religion.

Sections amended 2009.

Md. Code Ann., State Gov't §§ 20-703, -704, -706 (2019)

Maryland, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If the tenant fails to pay rent, the landlord has a right to repossess the premises. To repossess the premises the landlord must file the landlord's written complaint under oath or affirmation, in the District Court of the county where the property is located.

In an action of summary ejectment for failure to pay rent where the landlord is awarded a judgment and may retake possession, a tenant must have the right to redemption by tendering in cash, certified check or money order to the landlord all past due amounts plus court awarded costs and fees before the actual execution of the eviction order.

Amended 2013.

Md. Code Ann., Real Prop. § 8-401 (2019)

Disposition of Tenant's Property

If the landlord is awarded a judgment and may retake possession, the landlord may remove all the furniture, implements, tools, goods, effects or other property belonging to the tenant, or to any person claiming or holding by or under said tenant.

Amended 2013.

Md. Code Ann., Real Prop. § 8-401 (2019)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Security Deposits

"Security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings.

A landlord may not impose a security deposit in excess of the equivalent of two months' rent per dwelling unit, regardless of the number of tenants, and must provide a receipt. If a landlord charges more than the equivalent of two months' rent per dwelling unit as a security deposit, the tenant may recover up to threefold the extra amount charged, plus reasonable attorney's fees.

A security deposit must be maintained in an escrow account and deposited in the account within 30 days after the landlord receives it.

The landlord must return the security deposit to the tenant with the simple accrued interest within 45 days after the end of the tenancy. No interest is due unless the landlord has held the security deposit for at least six months, or for any period less than a full month.

If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address and is mailed at least 15 days prior to the date of moving.

If the tenant requests to be present for the inspection, the landlord must notify the tenant of the time and date of the inspection, which shall occur within five days before or after the tenant moves.

The landlord may withhold any portion of the security deposit for:

- unpaid rent, damage due to breach of lease; or

- for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord.

If any portion of the security deposit is withheld, the landlord must present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed together with a statement of the cost actually incurred.

If the landlord does not provide notice of the requested inspection or the list of damages, the landlord forfeits the right to withhold any part of the security deposit for damages.

If the tenant is ejected, evicted, or abandons the premises, the tenant must request the landlord to return the security deposit within 45 days of the ejection, eviction or abandonment. If the landlord withholds any portion of the security deposit, the landlord must provide a list of damages within 45 days of the request to return the security deposit.

Amended 2015.

Md. Code Ann., Real Prop. § 8-203 (2019)

Maryland, Tenant Screening

State Fair Housing Requirements

It shall be unlawful to commit the following discrimination practices because of status of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity or national origin:

- to refuse to sell or rent after the making of a bona fide offer, refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of their status;

- to discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection with the sale or rental of a dwelling, because of their status;

- to make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on a person's status;

- represent to any person, because of their status, that any dwelling is not available for inspection, sale, or rental when the dwelling is available; or

- for profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person of a particular status.

Exceptions: The prohibitions against discrimination do not:

- require that a dwelling be made available to a disabled individual if the accommodation would constitute a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of others; or

- prohibit a religious organization, association, or society or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society from giving preference or limiting the rental or

occupancy of dwellings that it owns or operates for other than a commercial purpose to persons of the same religion.

The prohibitions against discrimination based on age or familial status do not apply to housing for older persons, including:

- any State or federal program that is specifically designed and operated to assist elderly persons, as defined in the State or federal program;

- dwellings intended for, and solely occupied by, persons who are at least 62 years old; or

- dwellings intended and operated for occupancy by at least one person who is at least 55 years old in each unit.

Sections amended 2009.

Md. Code Ann., State Gov't §§ 20-703, -704, -705 (2019)

Other Provisions Related to Tenant Screening

If a landlord requires from a prospective tenant any fees other than a security deposit, and these fees exceed $25, then the landlord must return the fees, subject to the exceptions below, or be liable for damages in twice the amount of the fees. The return of fees must be made not later than 15 days following the date of occupancy or the written communication, by either party to the other, of a decision that no tenancy shall occur.

"The landlord may retain only that portion of the fees actually expended for a credit check or other expenses arising out of the application, and shall return that portion of the fees not actually expended on behalf of the tenant making application."

Exception: This requirement "does not apply to any landlord who offers four or less dwelling units for rent on one parcel of property or at one location, or to seasonal or condominium rentals."

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Md. Code Ann., Real Prop. § 8-213 (2019)

Massachusetts

Massachusetts, Condition of Rental Property

Habitability Requirements

No relevant provisions were located.

Provision of Essential Services

A landlord is required by the applicable housing codes, or the implied terms of any contract or lease, to provide the following utilities: to furnish water, hot water, heat, light, power, gas, elevator service, telephone service, janitor service, or refrigeration service.

A landlord is subject to a fine of not less than $25 nor more than $300 or by imprisonment for not more than six months, if the landlord:

- willfully or intentionally fails to provide the appropriate utilities anytime when it is necessary to the proper or customary use of the building;
- directly or indirectly interferes with the furnishing by another of such utilities or services;
- transfers the responsibility for payment for any utility services to the occupant without his knowledge or consent;

- directly or indirectly interferes with the quiet enjoyment of any residential premises by the occupant; or

- attempts to regain possession of such premises by force without benefit of judicial process.

If the landlord commits any of the above actions he is liable for actual and consequential damages, or three months' rent, whichever is greater. The landlord is also liable for the costs of the action, including reasonable attorney's fees.

Exception: A landlord is not liable if he or she interrupts utility service for a specified time required to perform necessary repairs or for interruptions of utilities arising from natural causes beyond the landlord's control.

History unavailable.

Mass. Gen. Laws ch. 186, § 14 (2019)

Repairs

A landlord must exercise reasonable care to correct an unsafe condition within a reasonable time from when the tenant sends him written notice of an unsafe condition not caused by the tenant, his invitee, or anyone occupying the premises through the tenant. The landlord does not need notice to repair unsafe conditions for the premises that are not under the tenant's control of the tenant.

If the landlord does not repair an unsafe condition within a reasonable time, the tenant has a right of action in tort against the landlord for damages. In an action by a tenant who has sustained injury caused by a defect in a common area, the landlord cannot raise the defense that the defect existed at the time the property was leased, if the defect is a violation of a city building code.

History unavailable.

Mass. Gen. Laws ch. 186, §§ 15E, 19 (2019)

Landlord's Right of Entry

A landlord may not enter the premises before the termination date of such lease, except to:

- inspect the premises;
- make repairs; or
- show the premises to a prospective tenant, purchaser, mortgagee or its agents.

History unavailable.

Mass. Gen. Laws ch. 186, § 15B (2019)

Massachusetts, Property Management Licensing

Massachusetts does not separately license real estate managers.

For purposes of the Massachusetts real estate licensing laws a "real estate broker" includes any person who, for compensation, rents or leases, or negotiates, or offers, attempts or agrees to negotiate the rental or leasing of any real estate, or lists or offers, attempts or agrees to list any real estate, or advertises or holds himself out as engaged in the business of renting or leasing real estate, or "assists or directs in the procuring of prospects or the negotiation or completion of any agreement or transaction which results or is intended to result in the . . . leasing or renting of any real estate." Thus, a property manager must have a real estate broker license, only if he or she engages in any of those activities. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—Massachusetts**.

Exception: The real estate licensing laws do not apply to "a managing agent while acting under a contract with the owner of the real estate or the regular employees of such agent acting in his behalf in the regular course of their employment."

Section 87PP amended 1991; § 87QQ amended 1997.

Mass. Gen. Laws ch. 112, §§ 87PP, 87QQ (2019)

Registration/Licensing/Certification of Rental Properties

Massachusetts does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Massachusetts, Reasonable Accommodation

It is unlawful for the owner, lessor or manager having the right to lease or rent a housing accommodation to discriminate against a person because of physical or mental disability. Such discrimination includes:

- refusal to permit or to make, at the expense of the handicapped person, reasonable modification of existing premises occupied or to be occupied by such person if such modification is necessary to afford full enjoyment of the premises;

- refusal to make reasonable accommodations in rules, policies, practices or services, when the accommodations may be necessary to afford equal opportunity to use and enjoy a dwelling; or

- refusal to rent to a person because of such person's need for reasonable modification or accommodation.

It is also unlawful to fail to design or construct a covered multifamily dwelling for first occupancy as required after March 13, 1991 to comply with the American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People where:

- the public use and common use portions of the dwelling are readily accessible and usable to individuals with disabilities;

- all the doors designed to allow passage into and within all premises within the dwelling are sufficiently wide to allow passage by individuals with disabilities in wheelchairs; and

- all premises within the dwelling contain the following features of adaptive design:

- an accessible route into and through the dwelling;

- light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

- reinforcements in bathroom walls to allow later installation of grab bars; and

- usable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.

In the case of publicly assisted housing, multiple dwelling housing consisting of 10 or more units, reasonable modification must be at the expense of the owner or person having the right of ownership.

Reasonable modification includes, but is not limited to:

- making the housing accessible to mobility-impaired, hearing-impaired, and sight-impaired persons;

- installing raised numbers which may be read by a sight-impaired person;

- installing a door bell which flashes a light for a hearing-impaired person;

- lowering a cabinet;

- ramping a front entrance of five or fewer vertical steps;

- installing a wheelchair lift;

- widening a doorway; or

- installing a grab bar.

Exceptions:

If the accommodation will materially alter the marketability of the housing, the landlord may condition the permission for the modification on the tenant agreeing to restore or pay for the cost of restoring, the interior of the premises to the condition that existed prior to such modification, excluding reasonable wear and tear.

An accommodation is not considered reasonable if it would impose an undue hardship on the owner or the person having the right of ownership and in that case would not be required. To determine if an accommodation is reasonable the following factors are considered:

- the nature and cost of the accommodation or modification needed;

- the extent to which the accommodation or modification would materially alter the marketability of the housing;

- the overall size of the housing business;

- the size of budget and available assets; and

- the ability of the owner or other person having the right of ownership to recover the cost of the accommodation or modification through a federal tax deduction.

History unavailable.

Mass. Gen. Laws ch. 151B, § 4 (2019)

Massachusetts, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If the tenant fails to pay rent under the written lease the landlord is entitled to terminate the lease in accordance with its provisions. In the absence of such lease provisions the landlord must provide at least 14 days' written notice to the tenant to terminate the lease.

If the landlord provides at least 14 days' written notice to terminate the lease, the tenant is entitled to cure on or before the 14 days expire. The tenant may cure by paying or tendering to the landlord, or to his attorney, all rent then due, with interest and costs of such action.

History unavailable.

Mass. Gen. Laws ch. 186, § 11A (2019)

Abandonment of the Premises

No relevant provisions were located.

Disposition of Tenant’s Property

If the landlord has a writ to retake possession, the executing officer must provide at least 48 hours written notice to the tenant of the specific date and time that he will physically remove the tenant's personal possessions. The notice must state:

- the signature, full name, full business address and business telephone number of the officer;
- the name of the court and the docket number of the action;
- the name, address and telephone number of the storage warehouse; and
- that the warehouse may sell at auction any property that is unclaimed after six months and may use the proceeds necessary to compensate him for any unpaid storage fees.

The tenant may tell the landlord where to store the property at any time before it is physically removed. The landlord must pay the removal fee, but he is entitled to reimbursement from the tenant. The warehouse must issue a receipt within seven days of storing the personal property and must charge reasonable storage fees.

The warehouse has a lien on the property equal to the cost of storage. After the property has been stored for at least six months, the warehouse may enforce the lien by selling or otherwise disposing of the property.

The defendant may postpone the sale or disposal of his property for three months upon payment of one-half of all storage fees plus costs reasonably incurred in preparation for sale of the property.

History unavailable.

Mass. Gen. Laws ch. 239, §§ 3, 4 (2019)

Security Deposits

A security deposit provided to the landlord before the tenancy begins cannot exceed the rent for the first full month and full last month of occupancy. The landlord must provide the tenant with a list of conditions of the premises within 10 days from the start of the tenancy.

The landlord must deposit the security deposit in a separate interest-bearing bank account. The security deposit remains the property of the tenant who made the deposit, may not be commingled with the landlord's assets, and may not be subject to the claims of any creditor of the landlord. If the landlord does not keep the security deposit in a separate account, he forfeits the entire security deposit.

The landlord may enter the premises that appear to have been abandoned by the lessee or to inspect the premises within the last 30 days of the tenancy, or after the notice to terminate the lease is provided to either the landlord or the tenant. The landlord may inspect the premises for the purpose of determining the amount of damage, if any, to the premises that would cause the landlord to withhold part of the security deposit.

The landlord must pay any interest accrued throughout the tenancy to the tenant along with the security deposit when the tenancy terminates. If the landlord does not pay the interest, the tenant may bring a cause of action against the landlord and shall be awarded damages in an amount equal to three times the amount of interest owed, plus court costs and reasonable attorney's fees.

The landlord must return the security deposit within 30 days after the termination of tenancy. The landlord may deduct from the security deposit for the following:

- any unpaid rent or water charges which have not been validly withheld or deducted pursuant to any applicable law;

- any unpaid increase in real estate taxes which the tenant is obligated to pay pursuant to a tax escalation clause; and

- a reasonable amount necessary to repair any damages caused to the premises by the tenant or any person under the tenant's control, reasonable wear and tear excluded.

If the landlord withholds part of the security deposit for damages the landlord must provide an itemized list of damages to the tenant within 30 days. If the landlord fails to provide an itemized list of damages the landlord forfeits the entire security deposit.

History unavailable.

Mass. Gen. Laws ch. 186, § 15B (2019)

Massachusetts, Tenant Screening

State Fair Housing Requirements

It is unlawful to commit the following discriminatory practices because of a person's "race, religious creed, color, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, or marital status of such person or persons or because such person is a veteran or member of the armed forces, or because such person is blind, or hearing impaired or has any other handicap":

- to refuse to rent or lease or negotiate for rental, or otherwise to deny to or withhold from any person or group of persons such accommodations because of their status;

- to discriminate against any person because of their status in the terms, conditions or privileges of such accommodations or the acquisitions thereof, or in the furnishings of facilities and services in connection therewith;

- to cause to be made any written or oral inquiry or record concerning the person's status;

- to make implicit or explicit representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular status, or implicit or explicit representations regarding the effects or consequences of any such entry or prospective entry;

- to make unrequested contact or communication with any person or persons, initiated by any means, for the purpose of so inducing or attempting to induce the sale, purchase, or rental of any dwelling or dwellings when it is known or, in the exercise of reasonable care, should have been known that such unrequested solicitation would reasonably by associated by the persons solicited with the entry into the neighborhood of a person based on their status;

- make implicit or explicit false representations regarding the availability of suitable housing within a particular neighborhood or area, or failure to disclose or offer to show all properties listed or held for sale or rent within a requested price or rental range, regardless of location;

- make false representations regarding the listing, prospective listing, sale or prospective sale of any dwelling; or

- make, print or publish, or cause to be made, printed or published any notice, statement or advertisement, with respect to the sale or rental of multiple dwelling that indicates any preference, limitation or discrimination based on a status.

Exception: The word "age" does not apply to:

- persons who are minors;

- persons who reside in state-aided or federally-aided housing developments for the elderly; or

- housing intended for persons 55 years of age or over, or 62 years of age or over, as set forth in 42 U.S.C. 3601 et seq.

Mass. Gen. Laws ch. 151B, § 4 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Michigan

Michigan, Condition of Rental Property

Habitability Requirements

In every residential lease, the landlord covenants:

- that the premises and all common areas are fit for the use intended; and

- to keep the premises in reasonable repair during the lease term and to comply with applicable health and safety laws, except where the disrepair or violation of applicable laws has been caused by the tenant's "willful or irresponsible" conduct or omissions.

If any leased or rented building is destroyed or so damaged by the elements or otherwise as to be unfit for occupancy, and no written agreement provides otherwise, the lessee or occupant may, if the destruction or damage occurred without his fault, quit and surrender possession of the building without liability for rent for the time subsequent to the surrender.

Section 554.139 enacted 1968; § 554.201 amended 1948.

Mich. Comp. Laws §§ 554.139, .201 (2020)

Provision of Essential Services

A landlord unlawfully interferes with a tenant's possessory interest by causing the "termination or interruption of a service procured by the tenant or that the landlord is under an existing duty to furnish, which service is so essential that its termination or interruption would constitute constructive eviction, including heat, running water, hot water, electric, or gas service." In such cases, the tenant may recover actual damages or $200, whichever is greater, and if possession is lost, recover possession.

Exception: An owner does not unlawfully interfere with a tenant's possessory interest if:

- the owner acts under court order;
- the interference is temporary and only as necessary to make repairs or inspection, as provided by law; and
- the owner, or a court officer appointed by or a bailiff of the court that issued the court order or the sheriff or a deputy sheriff of the county in which the court is located, believes in good faith that the tenant has abandoned the premises, and after diligent inquiry has reason to believe the tenant does not intend to return, and current rent is not paid.

Amended 2019.

Mich. Comp. Laws § 600.2918 (2020)

Repairs

No relevant provisions were located.

Landlord's Right of Entry

No relevant provisions were located.

Michigan, Property Management Licensing

Michigan does not separately license real estate managers.

However, an individual or business entity that with intent to collect or receive a fee, compensation, or valuable consideration, engages in property management as a whole or partial vocation must be licensed as either a real estate salesperson or real estate broker. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Michigan**.

"Property management" is defined as "the leasing or renting, or the offering to lease or rent, of real property of others for a fee, commission, compensation, or other valuable consideration pursuant to a property management employment contract."

A "property management employment contract" is a "written agreement entered into between a real estate broker and client concerning the real estate broker's employment as a property manager for the client; setting forth the real estate broker's duties, responsibilities, and activities as a property manager; and setting forth the handling, management, safekeeping, investment, disbursement, and use of property management money, funds, and accounts."

All property management duties and activities performed by a broker or the broker's agent engaged in property management must be governed by and performed pursuant to a property management employment contract.

Section 339.2501 amended 2016; § 339.2512c added 1994.

Mich. Comp. Laws §§ 339.2501, .2512c (2020)

Michigan, Reasonable Accommodation

A person may not do any of the following in connection with the rental or leasing of real property:

- refuse to permit a person with a disability, at his or her own expense, to make reasonable modifications to existing premises occupied or to be occupied by the disabled person, if the modifications are necessary to afford the person full enjoyment of the premises, provided that the landlord may reasonably condition such permission on the person agreeing to restore the premises' interior to the condition existing before modification, normal wear and tear excluded;

- refuse to make reasonable accommodation in rules, policies, practices or services when the accommodations may be necessary to give a disabled person equal opportunity to use and enjoy residential real property;

- fail to design and construct covered multifamily dwellings in such a manner that:

    - there is at least one building entrance on an accessible route, unless the terrain or unusual site characteristics make it impractical;

    - the public-use and common-use areas of the dwellings are accessible to and usable by persons with disabilities;

    - all doors allow passage by persons in wheelchairs; and

    - all premises contain an accessible route into and through the housing accommodations; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms are designed so a wheelchair can maneuver about the space.

"Covered multifamily dwellings" means:

- buildings consisting of four or more units if the buildings have one or more elevators, and

- ground floor units in other buildings consisting of four or more units.

A person alleging a violation of the above provisions may bring a civil action for appropriate injunctive relief and/or damages for injury or loss caused by a violation, including reasonable attorney fees.

An aggrieved party may also file a complaint with the Department of Civil Rights and if the Civil Rights Commission determines after a hearing on a charge issued by the Department that the respondent has committed a violation, the Commission will issue a final order requiring the respondent to cease and desist from the discriminatory practice, and it may also order the lease or rental of real property to a person, payment of damages to the complainant, along with costs of maintaining the action before the Commission, and payment of a civil fine in an amount directly related to the cost to the state for enforcing the statute, not to exceed $10,000 for the first violation, $25,000 for a second violation in a five-year period, and $50,000 for two or more violations in a seven-year period.

Sections 37.1506a, .1606 amended 1998; § 37.2605 amended 1992.

Mich. Comp. Laws §§ 37.1506a, .1606, .2605 (2020)

Michigan, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may recover possession of the premises by summary proceedings when a person holds over after failing or refusing to pay rent when due under the lease within seven days from the service of a written demand for possession for nonpayment of the rent due. A demand for possession must be in writing, dated, addressed to the person in possession and state the address or other brief description of the premises. "The reasons for the demand and the time to take remedial action shall be clearly stated." When nonpayment of rent is claimed, the amount due at the time of the demand must also be stated. The demand may be served pursuant to Mich. Comp. Laws § 600.5718.

A judgment for possession may not be entered against a tenant if it is established, among other circumstances, that:

- the landlord committed a breach of the lease which excuses payment of rent; or

- the rent allegedly due was paid into an escrow account, was paid under court order or was paid to a receiver.

A judgment that the landlord is entitled to possession of the premises may be enforced by a writ of execution. The jury or judge shall determine the amount of rent due or in arrears at the time of trial and deduct therefrom any portion of the rent due that is found to be excused by the landlord's breach of the lease or the landlord's covenant to keep the premises in good repair and fit for the use intended.

Section 600.5714 amended 2014; §§ 600.5716, .5741 enacted 1972; § 600.5720 amended 1980; § 600.5718 amended 2015.

Mich. Comp. Laws §§ 600.5714, .5716, .5718, .5720, .5741 (2020)

Abandonment of the Premises

No provisions regarding specific procedures which must be followed when a tenant abandons the leased property before expiration of the lease were located.

Waiver of Right to Terminate

No provisions regarding waiver of the landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

No provisions governing the landlord's care and/or disposition of personal property left on the leased premises by the tenant were located.

Security Deposits

A security deposit, which may not exceed one and one-half months' rent, is any amount paid by a tenant to a landlord to be held for the rental term, and includes:

- a rent prepayment other than for the first full rental period;
- any sum required to be paid as rent in any rental period in excess of the average rent for the term; and
- any other money or property returnable to the tenant on condition that the rental unit is returned in the condition required by rental agreement.

A security deposit must be deposited in a financial institution. If the landlord deposits a cash bond or surety bond with the Secretary of State to secure the entire deposit up to $50,000 and 25% of any amount exceeding that, the landlord may use the moneys deposited for any purpose he desires.

A security deposit may only be used to:

- reimburse the landlord for actual damages to the rental unit or an ancillary facility directly resulting from "conduct not reasonably expected in the normal course of habitation of a dwelling"; or

- pay the landlord for all rent arrearages, rent due for the tenant's premature termination of the rental agreement and utility bills unpaid by the tenant.

A landlord may not require a security deposit unless he notifies the tenant in writing no later than 14 days from the date a tenant takes possession of:

- the landlord's name and address for receipt of communications;

- the name and address of the financial institution or surety; and

- the tenant's obligation to provide in writing a forwarding mailing address within four days after occupancy terminates.

Failure to provide the tenant that information relieves the tenant of his obligation to furnish a forwarding mailing address.

If a security deposit is required, the landlord must use inventory checklists, as described in Mich. Comp. Laws § 554.608, both at the commencement and termination of occupancy which detail the rental units condition.

If there is damage to the rental unit or other obligation against the security deposit, the landlord must, within 30 days of termination of occupancy, mail the tenant an itemized list of damages claimed, including the estimated cost of repair of each damaged item and the amounts and bases on which he intends to assess the tenant. The notice of damages must include the statement: "You must respond to this notice by mail within 7 days after receipt of same, otherwise you will forfeit the amount claimed for damages." The balance of the deposit if any must accompany the notice. If the landlord does not comply with the notice requirement within the 30-day period, it is deemed an agreement by the landlord that no damages are due, and he must immediately remit the full security deposit to the tenant.

If the tenant has not given the landlord his forwarding address within four days of the termination of occupancy, the landlord need not comply with the notice of damages requirement, but it does not prejudice the tenant's later claim for the security deposit.

Upon receiving the notice of damages, the tenant must respond by ordinary mail within seven days, indicating in detail his agreement or disagreement to the listed damages charges.

Within 45 days after termination of the occupancy, the landlord may commence an action for a money judgment for damages which he has claimed, or in lieu thereof return the balance of the security deposit held by him to the tenant or any mutually amount agreed upon in writing. The landlord may not retain any portion of a security deposit for damages claimed without first obtaining a money judgment or the disputed amount or filed proof of an inability to obtain service on the tenant, or unless:

- the tenant has failed to provide a forwarding address as required;

- the tenant has failed to respond to the notice of damages as required;

- the parties have agreed in writing to the disposition of the deposit balance claimed by the landlord; or

- the claimed amount is entirely based on accrued rent and unpaid rent equal to the rent for any rental period, in whole or in part, during which the tenant had actual or constructive possession of the premises.

  Note: Failure of the landlord to fully comply with these requirements constitutes a waiver of all claimed damages, and renders him liable to the tenant for double the amount of the deposit retained.

Section 554.601 amended 1995; §§ 554.602—.613 enacted 1972.

Mich. Comp. Laws §§ 554.601, .602, .603, .604, .607, .608, .609, .610, .611, .612, .613 (2020)

Michigan, Tenant Screening

State Fair Housing Requirements

It is a discriminatory practice for an owner, any other person engaging in a real estate transaction, or a real estate broker or salesperson, because of race, sex, color, religion, marital status, familial status, age, national origin, or a disability of a renter, a person residing in or intending to reside in a dwelling after it is rented or made available or any person associated with that renter, that is unrelated to the individual's ability to rent or maintain property or use by an individual of adaptive devices or aids to:

- refuse to engage in a real estate transaction with a person;
- discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services;
- refuse to receive or fail to transmit a bona fide offer to engage in a real estate transaction;
- refuse to negotiate with a person for a real estate transaction;
- represent that real property is not available for inspection, sale, rental, or lease when in fact it is available or to fail to bring a property listing to the person's attention;
- refuse to permit the person to inspect real property;
- offer, solicit, accept, use, or retain a property listing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services; or
- otherwise deny or make real property unavailable to a person.

It is also a discriminatory practice for a person to print, circulate or cause the publication of a statement, advertisement or sign, use an application form for a real estate transaction or make an inquiry in connection with a prospective transaction that indicates an intent to limit, specify or discriminate on the basis of race, sex, color, religion, marital status, familial status, age, national origin, or a disability.

"Familial status" means one or more minors residing with a parent or other person having custody or in the process of securing custody of the minor(s) or residing with the parent's or other person's designee, with the permission of the parent or other person. "Parent" includes a pregnant person.

Exceptions:

- The above prohibitions do not apply to:
    - rentals in a building which contains housing accommodations for not more than two families living independently, if the owner or member of the owner's immediate family resides in one; or
    - rental of a room or rooms in a single-family dwelling, if the owner or member of the owner's immediate family resides in the dwelling.
- The above prohibitions, except as they relate to discrimination based on disability, do not apply to the rental of a housing accommodation for not longer than 12 months by the owner or lessor if it was occupied by him and maintained as his home for at least three months immediately preceding the tenant's occupancy and is maintained as the owner's or lessor's legal residence.
- The prohibitions related to discrimination based on age or familial status do not apply to housing for senior citizens meeting federal, state or local housing program requirements or accommodations otherwise intended for persons of age 50 or older.

A person alleging a violation of the above provisions may bring a civil action for appropriate injunctive relief and/or damages for injury or loss caused by a violation, including reasonable attorney fees.

An aggrieved party may also file a complaint with the Department of Civil Rights and if the Civil Rights Commission determines after a hearing on a charge issued by the Department that the respondent has committed a violation, the Commission will issue a final order requiring the respondent to cease and desist from the discriminatory practice, and it may also order the lease or rental of real property to a person, payment of damages to the complainant, along with costs of maintaining the action before the Commission, and payment of a civil fine in an amount directly related to the cost to the state for enforcing the statute, not to exceed $10,000 for the first violation, $25,000 for a second violation in a five-year period, and $50,000 for two or more violations in a seven-year period.

Sections 37.1502, .1506a, .1606 amended 1998; §§ 37.2502, .2605 amended 1992; § 37.2603 and .1503 enacted 1976; §§ 37.2801, .2802 enacted 1977.

Mich. Comp. Laws §§ 37.1502, .1503, .1506a, .1606, .2103, .2502, .2603, .2605, .2801, .2802 (2020)

Other Provisions Related to Tenant Screening

A landlord, lessor or property manager may require prospective tenant's social security number to obtain a background check on the person in connection with rental or leasing of real property.

An owner or his or her agent may require that an applicant seeking to rent or lease housing accommodations supply information concerning the applicant's financial, business or employment status or other information designed solely to determine the applicant's credit worthiness, but not concerning disabilities for reasons contrary to the provisions prohibiting housing discrimination based on disability.

Section 37.1505 amended 1998; § 445.903 amended 2010.

Mich. Comp. Laws §§ 37.1505, 445.903(1)(hh) (2020)

Minnesota

Minnesota, Condition of Rental Property

Habitability Requirements

In every lease of residential premises, the landlord covenants:

- that the premises and all common areas are fit for the use intended by the parties;

- to keep the premises in reasonable repair during the lease term, except when the disrepair has been caused by the willful, malicious or irresponsible conduct of the tenant or a person under the tenant's direction or control;

- "to make the premises reasonably energy efficient by installing weather-stripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings, based on current and projected average residential energy costs in Minnesota, that will exceed the cost of implementing that measure, including interest, amortized over the 10-year period following the incurring of the cost"; and

- to maintain the premises in compliance with applicable state and local health and safety laws during the lease term, except when violation of the laws has been caused by the willful, malicious or irresponsible conduct of the tenant or a person under the tenant's direction or control.

A landlord must provide a copy of all outstanding inspection orders for which a citation has been issued, pertaining to a rental unit or common area, specifying code violations that the housing inspector identifies as requiring notice because the violations threaten the health or safety of the tenant, and all outstanding condemnation orders and declarations that the premises are unfit for human habitation to:

- a tenant, within 72 hours after issuance of the citation; and

- a person before signing a lease or paying rent or a security deposit to begin a new tenancy.

The housing inspector must indicate on the inspection order whether the violation threatens the health or safety of a tenant or prospective tenant. If an inspection order, for which a citation has been issued, does not involve violations that threaten the health or safety of the tenants, the landlord must post a summary of the inspection order in a conspicuous place in each building affected by the order, along with a notice that the inspection order will be made available by the landlord for review, upon a request of a tenant or prospective tenant.

A landlord may not accept rent or a security deposit for residential rental property from a tenant after the leased premises have been condemned or declared unfit for human habitation by a state or local authority, if the tenancy began after the premises were condemned or declared unfit. If a landlord violates this prohibition, the landlord is liable to the tenant for actual damages and three times the amount collected from the tenant after date of condemnation or declaration, plus costs and attorney fees.

Except upon the termination of the tenancy, a tenant who, between November 15 and April 15, moves from, abandons or vacates a building in whole or in part that contains plumbing, water, steam or other pipes subject to damage from freezing, without first giving the landlord three days' notice of intent to remove commits a misdemeanor.

"A tenant or occupant of a building that is destroyed or becomes uninhabitable or unfit for occupancy through no fault or neglect of the tenant or occupant may vacate and surrender such a building."

Sections 504B.131, .155, .195, .204 enacted 1999; § 504B.161 amended 2007.

Minn. Stat. §§ 504B.131, .155, .161, .195, .204 (2019)

Provision of Essential Services

If a landlord, interrupts or causes the interruption of electricity, heat, gas or water services to a tenant, the tenant may recover treble damages or $500, whichever is greater, and reasonable

attorney fees, unless the interruption was the result of the deliberate or negligent act or omission of a tenant or anyone acting under the tenant's direction or control. The tenant may recover only actual damages if:

- the tenant has not given the landlord notice of the interruption;

- the landlord, after receiving notice of the interruption and within a reasonable time thereafter, in light of the nature of the service interrupted and the effect of the interruption on the tenants' health, welfare and safety, has reinstated or made a good-faith effort to reinstate the service or has taken other remedial action; or

- the interruption was for repairing or correcting faulty or defective equipment or protecting the health and safety of the occupants and the service was reinstated or a good-faith effort was made to reinstate the service or other remedial action was taken by the landlord within a reasonable time, in light of the nature of the defect, the nature of the service interrupted, and the effect of the interrupted service on the health, welfare, and safety of the tenants.

A landlord who unlawfully and intentionally removes or excludes a tenant from lands or tenements or intentionally interrupts or causes the interruption of electrical, heat, gas or water services to the tenant with intent to unlawfully remove or exclude the tenant from lands or tenements is guilty of a misdemeanor.

A landlord may not:

- bar or limit a residential tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct; or

- impose a penalty on the tenant making such calls.

A tenant may bring a civil action for a violation of this prohibition and recover $250 or actual damages, whichever is greater, and reasonable attorney's fees.

Sections enacted 1999.

Minn. Stat. §§ 504B.205, .221, .225 (2019)

Repairs

The landlord and tenant may agree that the tenant is to perform specified repairs or maintenance, only if the agreement is set forth in a conspicuous writing and supported by adequate consideration. No such agreement may relieve the landlord of his duty to maintain common areas or waive his duties under Minn. Stat. § 504B.161, subd. 1.

A tenant may also file a rent escrow action pursuant to Minn. Stat. § 504B.385 to obtain repairs required by the landlord's violations of state or local health, safety, housing, building, fire prevention, or housing maintenance codes applicable to the building or violations of the habitability covenants set forth above in "Habitability Requirements." In such actions the tenant, after notice to the landlord, deposits rent due with the court administrator; the landlord may file a counterclaim for possession where the landlord alleges the full amount of rent due was not deposited with the court. The court may order repairs, fine the landlord, order release of escrowed rent to affect repairs and/or order continuation of the deposit of rent in escrow.

Section 504B.161 amended 2007; § 504B.385 amended 2013

Minn. Stat. § 504B.161 (2019)

Landlord's Right of Entry

A landlord may enter residential tenant's premises only for a "reasonable business purpose" and after making a good-faith effort to give the tenant reasonable notice under the circumstances. A tenant may not waive and the landlord may not require a residential tenant to waive the tenant's right to prior notice of entry.

Note: If a landlord substantially violates this requirement, the tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount properly retained, and up to a $100 civil penalty for each violation.

A "reasonable business purpose" includes, but is not limited to:

- showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move;

- showing the unit to a prospective buyer or an insurance representative;

- performing maintenance work;

- allowing inspections by government officials charged in the enforcement of health, housing, building, fire prevention or housing maintenance codes;

- the tenant is causing a disturbance within the unit;

- the landlord has a reasonable belief that the tenant is violating the lease within the tenant's unit;

- prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older;

- the landlord has a reasonable belief that the unit is being occupied by an individual without legal right; or

- the tenant has vacated the unit.

A landlord may enter the premises to inspect or take appropriate action without prior notice to the tenant if the landlord reasonably suspects that immediate entry is necessary:

- to prevent injury to persons or property because of conditions relating to maintenance, building security or law enforcement;
- to determine a tenant's safety; or
- in order to comply with local ordinances regarding unlawful activity within the tenant's premises.

If the landlord enters while the tenant is not present and prior notice has not been given, the landlord must disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Enacted 1999.

Minn. Stat. § 504B.211 (2019)

Minnesota, Property Management Licensing

Minnesota does not separately license real estate managers.

However, any person, who, for another, and for a commission, fee or other valuable consideration, rents or manages, or offers or attempts to negotiate a rental of real estate, or holds out or advertises as engaged in these activities, must be licensed as either a real estate salesperson or real estate broker by the Minnesota Department of Commerce. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Minnesota**.

Exception: Minnesota's real estate licensing laws do not apply to any custodian, janitor or employee of the owner or manager of a residential building who leases residential units in the building.

Section 82.55 amended 2014; § 82.56 amended 2008.

Minn. Stat. §§ 82.55, subd. 19; 82.56 (2019)

Registration/Licensing/Certification of Rental Properties

Minnesota does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Minnesota, Reasonable Accommodation

Unlawful discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided that the landlord may reasonably condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition existing before the modification, excepting normal wear and tear;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy residential real property;

- in connection with a "covered multifamily dwellings," failure to design and construct such property in a manner that:

    - makes the common-use and public-use areas of the dwelling readily accessible to and usable by a person with a disability;

    - provides that all doors into and within all premises within the dwelling are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

- ensures that all premises within the dwelling contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

  Note: "Covered multifamily dwellings" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions:

- The above prohibitions, do not apply to:

  - rental by a resident owner or occupier of a single-family accommodation of a room or rooms in the accommodation to another person or persons if the discrimination is by sex, marital status, status with regard to public assistance, sexual orientation or disability; or

  - rental by a resident owner of a unit in a dwelling containing not more than two units, if the discrimination is on the basis of sexual orientation.

- A nonprofit religious corporation, association or society, or any institution organized for educational purposes which is operated, supervised or controlled by a religious association, corporation or society may:

  - limit admission to or give preference to persons of the same religion or denomination; or

  - with regard to sexual orientation, take any action with respect to housing and real property or use of facilities.

- The above prohibitions do not require that a dwelling be made available to a person whose tenancy would constitute a direct threat to the health or safety of others or would result in substantial physical damage to the property of others.

It is an unfair discriminatory practice for a person to deny full and equal access to real property, provided for in Minn. Stat. §§ 363A.19 and 363A.28, subd. 10, to a person who is totally blind or deaf or has a physical or sensory disability and who uses a service animal. The person may not be required to pay extra compensation for a service animal, but remains liable for damage to the premises caused by the animal.

Any aggrieved person may file a charge with the Minnesota Commissioner of Human Rights or bring a civil action to address an unfair discriminatory practice.

Sections 363A.09, .10 amended 2011; § 363A.28 amended 2017; § 363A.21 amended 1998; §§ 363A.26, .19 amended 2013; § 363A.29 amended 2008; § 363A.33 amended 2014.

Minn. Stat. §§ 363A.09, .10, .19, .21, .26, .28, .29, .33 (2019)

Minnesota, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A person entitled to the leased premises may recover possession by eviction when a person holds over after the termination of the time for which it is leased after rent becomes due according to the terms of the lease. An action for recovery of the premises may combine an allegation for nonpayment of rent with one of material violation of the lease.

A landlord may bring an eviction action for nonpayment of rent whether or not the lease contains a right-of-reentry clause. Such an eviction action is equivalent to a demand for the rent. There is a rebuttable presumption that the rent has been paid if the tenant produces a copy of one or more money orders or produces original receipt stubs evidencing the purchase of a money order, if the documents:

- total the amount of the rent;

- include a date or dates approximately corresponding with the date rent was due; and

- in the case of copies of money orders, are made payable to the landlord.

This presumption is rebutted if the landlord produces a business record that shows that the tenant has not paid the rent.

In such an action, unless the landlord has also sought to evict the tenant by alleging a material violation of the lease, the tenant may, at any time before possession has been delivered to the landlord, be restored to possession by paying the landlord or bringing to court the rent that is in arrears, with interest, costs of the action, and an attorney fee not to exceed $5, and by performing any other covenants of the lease. If the tenant pays the rent in arrears but is unable to pay the interest, costs of the action and attorney fees, the court may permit the tenant to pay these amounts into court and be restored to possession within the same period of time, if any, for which the court stays the issuance of the order to vacate.

Section 504B.285 amended 2017; § 504B.291 amended 2010.

Minn. Stat. §§ 504B.285, .291 (2019)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate

Prior to or after commencement of an action to recover possession for nonpayment of rent, the landlord and tenant may agree in writing that a partial payment of rent arrearages accepted by

the landlord prior to issuance of the order granting restitution of the premises may be applied to the balance due and does not waive the landlord's action to recover possession.

Amended 2010.

Minn. Stat. § 504B.291 (2019)

Disposition of Tenant's Property

When tenant abandons the premises

If a tenant abandons rented premises, the landlord may take possession of the tenant's personal property remaining on the premises, and must store and care for the property. The landlord has a claim against the tenant for reasonable costs and expenses incurred in removing the tenant's property and in storing the property.

The landlord may sell or otherwise dispose of the property 28 days after the landlord receives actual notice of the abandonment, or 28 days after it reasonably appears to the landlord that the tenant has abandoned the premises, whichever occurs last.

The landlord may apply a reasonable amount of the sale proceeds to the removal, care and storage costs or to any claims authorized pursuant to Minn. Stat. § 504B.178, subd. 3(a) and (b). Any remaining sale proceeds must be paid to the tenant upon written demand.

Prior to a sale, the landlord must make reasonable efforts to notify the tenant of the sale at least 14 days prior to the sale, by personal service in writing or sending written notification of the sale by first class and certified mail to the tenant's last known address or usual place of abode, if known, and by posting notice of the sale in a conspicuous place on the premises at least two weeks prior to the sale.

If a landlord in possession of a tenant's personal property, fails to allow the tenant to retake the property within 24 hours after written demand by the tenant or within 48 hours, exclusive of weekends and holidays, after written demand by the tenant when the landlord has removed and stored the personal property in a location other than the premises, the tenant may recover punitive damages not to exceed twice the actual damages or $1,000, whichever is greater, in addition to actual damages and reasonable attorney fees.

If the landlord, an agent, or other person acting under the landlord's direction or control has unlawfully taken possession of a tenant's personal property the landlord must pay the cost and expenses relating to the removal, storage or care of the property.

When a writ of recovery is executed

When a writ of recovery is executed, if a tenant's personal property is to be stored in a place other than the premises, the executing officer must remove all the tenant's personal property at the landlord's expense.

The tenant must make immediate payment for all expenses of property removal, and if he or she fails or refuses to do so, the landlord has a lien on all the personal property for the reasonable costs and expenses incurred in removing, caring for, storing and transporting it to a suitable storage place. The landlord may enforce the lien by detaining the personal property until paid. If no payment is made for 60 days after the execution of the order to vacate, the landlord may hold a public sale.

If the tenant's personal property is to be stored on the premises, the officer must enter the premises, breaking in if necessary, and the landlord may remove the tenant's personal property. The procedure described above for cases of abandonment applies to personal property so removed. The landlord must prepare an inventory and mail a copy of the inventory to the tenant's last known address or, if the tenant has provided a different address, to that address. The inventory must be prepared, signed and dated in the officer's presence and must include:

- a list of the items of personal property and a description of their condition;

- the date, the signature of the landlord or the landlord's agent, and the name and telephone number of a person authorized to release the personal property; and

- the officer's name and badge number.

The landlord is responsible for the proper removal, storage and care of the tenant's personal property and is liable for damages for its loss of or injury caused by the landlord's failure to exercise reasonable care.

Sections amended 2010.

Minn. Stat. §§ 504B.178, .271, .365 (2019)

Security Deposits

Any deposit of money to secure the performance of a residential rental agreement, other than a deposit which is exclusively an advance payment of rent, is governed by the following provisions.

Any deposit must be held by the landlord for the tenant, and it bears simple noncompounded interest at the rate of one percent per annum.

Every landlord must:

- within three weeks after the tenancy terminates; or

- within five days of the date when the tenant leaves the dwelling due to condemnation of the building or dwelling for reasons not due to the tenant's willful, malicious or irresponsible conduct,

and after receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant, with interest, or furnish to the tenant a written statement showing the specific reason for the withholding of the deposit in whole or in part.

The landlord may withhold from the deposit only amounts reasonably necessary to:

- remedy tenant defaults in the payment of rent or of other funds due to the landlord; or
- restore the premises to their condition at the start of the tenancy, ordinary wear and tear excepted.

In any action concerning the deposit, the landlord bears the burden of proving, by a fair preponderance of the evidence, the reason for withholding all or any portion of the deposit.

Any landlord who fails to:

- provide a written statement within three weeks of termination of the tenancy;
- provide a written statement within five days of the date when the tenant leaves the dwelling due to condemnation of the building or dwelling for reasons not due to the tenant's willful, malicious or irresponsible conduct; or
- transfer or return a deposit as required,

after receipt of the tenant's mailing address or delivery instructions, is liable to the tenant for damages equal to the portion of the deposit withheld and interest thereon, as a penalty, in addition to the portion of the deposit wrongfully withheld and interest thereon.

The bad-faith retention by a landlord of a deposit, the interest thereon, or any portion thereof, subjects the landlord to punitive damages not to exceed $500 for each deposit in addition to the damages provided above.

No tenant may withhold payment of all or any portion of rent for the last payment period of a residential rental agreement, on the grounds that the deposit should serve as payment for the rent. Withholding all or any portion of rent for the last payment period of the residential rental agreement creates a rebuttable presumption that the tenant withheld the last payment on the grounds that the deposit should serve as payment for the rent.

Amended 2010.

Minn. Stat. § 504B.178 (2019)

Minnesota, Tenant Screening

State Fair Housing Requirements

It is an unfair discriminatory practice for an owner, lessee, sublessee, assignee, managing agent or other person having the right to rent or lease any real property, because of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, sexual orientation, or familial status, to:

- refuse to rent or otherwise deny to or withhold from any person or group of persons real property; or

- discriminate against a person or group of persons in the terms, conditions or privileges of a rental, of real property or in the furnishing of facilities or services in connection therewith.

It is also a discriminatory practice for a real estate broker, salesperson, or employee thereof, because of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, sexual orientation, or familial status, to:

- refuse to rent or lease or offer to rent or lease any real property or to negotiate for the lease of any real property to any person or group of persons; or

- represent that real property is not available for inspection, sale, rental or lease when in fact it is available or otherwise deny or withhold any real property or any facilities to or from any person or group of persons.

It is an unfair discriminatory practice to print, circulate or post, or cause to be printed, circulated or posted, any advertisement or sign or use any application form with respect to the rental of real property or make any record or inquiry in connection with a prospective rental or lease of any property that indicates a preference, limitation, specification or discrimination as to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, sexual orientation, or familial status or an intention to make such preference, limitation, specification or discrimination.

> Exception: This restriction does not prohibit the advertisement of a dwelling unit as adults-only, if the person placing the advertisement reasonably believes that the prohibition of discrimination because of familial status does not apply to the dwelling unit.

"Familial status" is the status of:

- a parent or legal guardian domiciled with a minor child; or

- a designee of a parent or legal guardian, domiciled with a minor child with the written permission of the parent or guardian.

Exceptions:

- The above prohibitions, do not apply to:

    - rental by a resident owner or occupier of a single-family accommodation of a room or rooms in the accommodation to another person or persons if the discrimination is by sex, marital status, status with regard to public assistance, sexual orientation or disability; or

    - rental by a resident owner of a unit in a dwelling containing not more than two units, if the discrimination is on the basis of sexual orientation.

- The prohibition of discrimination based on familial status does not apply to any owner-occupied building consisting of four or fewer dwelling units, or "housing for elderly persons" as defined in Minn. Stat. § 363A.21, subd. 2.

- A nonprofit religious corporation, association or society, or any institution organized for educational purposes which is operated, supervised or controlled by a religious association, corporation or society may:

    - limit admission to or give preference to persons of the same religion or denomination; or

    - with regard to sexual orientation, take any action with respect to housing and real property or use of facilities.

Any aggrieved person may file a charge with the Minnesota Commissioner of Human Rights or bring a civil action to address an unfair discriminatory practice.

Section 363A.09 amended 2011; § 363A.28 amended 2017; § 363A.21 amended 1998; § 363A.26 amended 2013; § 363A.29 amended 2008; § 363A.33 amended 2014.

Minn. Stat. §§ 363A.09, .21, .26, .28, .29, .33 (2019)

Other Provisions Related to Tenant Screening

Screening fees

A landlord may not:

- charge an applicant a screening fee when the landlord knows or should have known that no rental unit is then available or will be available within a reasonable time;

- collect or hold an applicant screening fee without giving the applicant a written receipt for the fee, which may be incorporated into the application form, upon request of the applicant; or

- use, cash or deposit an applicant screening fee until all prior applicants have either been screened and rejected, or offered the unit and declined to enter into a rental agreement.

The landlord must return the applicant screening fee if:

- the applicant is rejected for any reason not listed in the required disclosure; or

- a prior applicant is offered the unit and agrees to enter into a rental agreement.

If the landlord does not perform a personal reference check or does not obtain a consumer credit report or tenant screening report, the landlord must return any amount of the applicant screening fee that is not used for those purposes.

If a landlord accepts an applicant screening fee from a prospective tenant, the landlord must:

- disclose in writing prior to accepting the applicant screening fee:

    - the name, address and telephone number of the tenant screening service the landlord will use, unless the landlord does not use one; and

- the criteria on which the decision to rent to the prospective tenant will be based; and

- notify the applicant within 14 days of rejecting a rental application, identifying the criteria the applicant failed to meet.

A landlord who does not comply with these requirements is liable to the applicant for the applicant screening fee plus a civil penalty of up to $100, civil court filing costs, and reasonable attorney fees incurred to enforce this remedy.

A prospective tenant who provides materially false information on the application or omits material information requested is liable to the landlord for damages, plus a civil penalty of up to $500, civil court filing costs, and reasonable attorney fees.

Prelease deposit

A "prelease deposit" is payment to a landlord from a prospective tenant of a residential dwelling before the prospective tenant and the landlord have entered into a rental agreement. "Prelease deposit" does not include the payment of a reasonable applicant screening fee used to conduct a background check.

A prelease deposit may be accepted only if the landlord and prospective tenant enter into a conspicuous written agreement that includes:

- the circumstances under which it will be returned; and

- that the landlord is required to return the prelease deposit within seven days of the occurrence of such circumstances.

If a prospective tenant and landlord do enter into a rental agreement, the prelease deposit must be applied to the tenant's security deposit or rent. A landlord who violates these requirements is liable to the payor of the prelease deposit for the amount of the deposit paid, plus one-half of that amount as a penalty.

Residential tenant reports

"Residential tenant report" is "a written, oral, or other communication by a residential tenant screening service that includes information concerning an individual's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and that is collected, used, or expected to be used for the purpose of making decisions relating to residential tenancies or residential tenancy applications."

Provisions governing the disclosure of such reports to the tenant by the residential tenant screening service and a tenant's right to make corrections in the report are found in Minn. Stat. § 504B.235.

Section 504B.173 amended 2010; §§ 504B.175, .235, .241 enacted 1999.

Minn. Stat. §§ 504B.173, .175, .235, .241 (2019)

Mississippi

Mississippi, Condition of Rental Property

Habitability

A landlord must during the term of a tenancy:

- comply with applicable building and housing codes materially affecting health and safety; and

- maintain the dwelling, plumbing and heating/cooling system in substantially the same condition as at the commencement of the lease, reasonable wear and tear excepted, unless the damage is the result of the tenant's deliberate or negligent actions.

If the dwelling is destroyed by fire or other casualty, the tenant need not pay for or restore the dwelling and is not bound to pay rent after the building's destruction, unless the tenant was negligent or at fault or expressly agreed to do so.

Section 89-7-3 amended 1942; § 89-8-23 enacted 1991.

Miss. Code Ann. §§ 89-7-3, -8-23 (2016)

Provision of Essential Services

No relevant provisions were located.

Repairs

The landlord and tenant may agree in writing that the tenant will perform some or all of the landlord's duties to maintain the leased premises, if the transaction is entered into in good faith.

If a tenant notifies the landlord in writing of a specific and material defect which breaches the rental agreement or the landlord's duty to maintain the premises, and the landlord fails to remedy the defect within 30 days of receipt of notice, the tenant may repair the defect and receive reimbursement within 45 days after submitting receipted bills for the work to the landlord, provided:

- the tenant has fulfilled his duties under Miss. Code Ann. § 89-8-25 to care for the premises;

- the expenses incurred do not exceed one month's rent;

- the tenant has not exercised this remedy in the preceding six months; and

- the tenant is current in rent.

Note: The amount claimed by the tenant may not exceed the usual and customary charge for like repairs. The cost of repairs may be offset against future rent.

Sections enacted 1991.

Miss. Code Ann. §§ 89-8-15, -23 (2016)

Landlord's Right of Entry

No provisions governing the landlord's right of access to the leased premises were located.

Mississippi, Property Management Licensing

Mississippi does not separately license real estate managers.

However, any person, who, for compensation or with the expectation of receiving compensation manages any real estate, or the improvements thereon, for others, must be licensed as either a real estate salesperson or real estate broker by the Mississippi Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Mississippi**.

Exception: Mississippi's real estate licensing laws do not apply to a person or entity, who, as an owner, performs any real estate act, such as property management, with reference to property owned by them (or their regular employees who are on a stated salary), provided the acts are performed in the regular course of business.

Amended 2011.

Miss. Code Ann. § 73-35-3 (2019)

Registration/Licensing/Certification of Rental Properties

Mississippi does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Mississippi, Reasonable Accommodation

No provisions governing a landlord's duty to accommodate disabled tenants were located.

Mississippi, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may bring an action for rent in arrears against the person who ought to have paid. Mississippi still permits an action to distrain such arrears by the sheriff's seizure and public sale of the tenant's personal property found on the premises at any time that rent is unpaid. If the tenant has removed his property before rent becomes due so there is insufficient property liable for distress or seizure left on the premises, the landlord may obtain an attachment after the removal or within 30 days after rent becomes due and levy on the tenant's property wherever it may be found.

Sections 89-7-7, -77 amended 1942; § 89-7-69 amended 2015.

Miss. Code Ann. §§ 89-7-7, -69, -77 (2019)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

If a summons in an eviction action complies with law and if the tenant has failed to remove any of tenant's personal property from the premises, then, if the judge has not made some other finding regarding the disposition of any personal property in the vacated premises, the personal property will be deemed abandoned and may be disposed of by the landlord without further notice or obligation to the tenant.

Sections 89-7-35(2), and 89-7-41 amended 2019; 89-8-13 amended 2018.

Miss. Code Ann. §§ 89-7-35(2), -41(2); 89-8-13(6) (LexisNexis 2019)

Security Deposits

Any payment or deposit made to the landlord to secure the performance of a rental agreement, other than an advance payment of rent, must be held by the landlord for the tenant. A landlord may claim all or part of a deposit by written notice to the tenant, itemizing the amounts claimed, which amounts must be only those reasonably necessary:

- to remedy defaults in payment of rent;
- to repair damages to the premises caused by the tenant;
- to clean the premises after termination of the tenancy; or

- for other reasonable and necessary costs incurred by the tenant's default.

The balance of the deposit must be returned to the tenant no later than 45 days after the tenancy is terminated, the delivery of possession and demand by the tenant.

If the landlord retains the deposit contrary to law and without good faith, he may be liable for damages of up to $200, in addition to actual damages.

Enacted 1991.

Miss. Code Ann. 89-8-21 (2019)

Mississippi, Tenant Screening

No provisions related to the screening of prospective tenants were located.

Missouri

Missouri, Condition of Rental Property

Habitability Requirements

If a residence is destroyed by an Act of God, including, but not limited to, fire or a tornado or other natural disaster or man-made disaster, provided the tenant did not cause the disaster, the tenant is not liable to the landlord for the rent during the remainder of the lease term.

Enacted 2010.

Mo. Rev. Stat. § 441.645 (2019)

Provision of Essential Services

A landlord who willfully diminishes services to a tenant by interrupting or causing the interruption of essential services, such as electric, gas, water or sewer service, to the tenant or the premises is guilty of forcible entry and detainer, unless the landlord takes such action for health or safety reasons.

Enacted 1997.

Mo. Rev. Stat. § 441.233 (2019)

Repairs

If a tenant has resided on the premises for six consecutive months, paid all rent and charges due the landlord and did not receive any notice from the landlord of any violation of a lease provision or house rule, which violation was not subsequently cured, the tenant may make repairs and deduct the cost from the rent. In such cases the condition in need of repair must detrimentally affect the habitability, sanitation or security of the premises, constitute a violation of a local municipal housing or building code, and cost less than $300 or one-half of the periodic rent, whichever is greater, to correct. If the landlord fails to correct the condition within 14 days of receiving written notice of the condition from the tenant, or as promptly as required in an emergency, the tenant may cause the work to be done and after submitting an itemized statement, including receipts, deduct the actual and reasonable cost of the work from the rent. However, if the landlord provides the tenant within the notice period a written statement disputing the necessity of repair, the tenant must first obtain a written certification from the local governmental entity that the condition constitutes a code violation. The tenant may then have the repair done if the landlord fails to correct the condition within 14 days after the date of the certification or the date of notice from the tenant, whichever is later.

Exception: A tenant may not repair at the landlord's expense if the condition was caused by the deliberate act of the tenant, a member of his family, or other person on the premises with the tenant's consent. A tenant may not deduct in the aggregate more than one month's rent during any 12-month period.

A covenant or contract to repair may not impose upon the tenant the duty to rebuild or repair any building destroyed by fire, if not caused by the tenant's procurement, connivance or neglect, during

the remaining term for the building was leased, unless the tenant has specially covenanted or contracted to rebuild or repair in the event the building is destroyed or damaged by fire. Additionally, no action may be maintained against any tenant or other person in whose house or apartment a fire shall accidentally begin or take place, nor shall any recompense be paid by such person for any damage.

Section 441.010 enacted 1939; § 441.234 enacted 1997.

Mo. Rev. Sat. §§ 441.010, .234 (2019)

Landlord's Right of Entry

No relevant provisions were located.

Missouri, Property Management Licensing

Missouri does not separately license real estate managers.

However, any individual or entity, who, for another, and for compensation or other valuable consideration, rents or leases real estate, offers to rent or lease real estate, negotiates or offers to negotiate rental or leasing of real estate, lists or agrees to list real estate for rental or lease, assists or directs in the procuring of prospective prospects to result in the leasing or rental of real estate, or assists or directs negotiation of any transaction calculated or intended to result in the leasing or rental of real estate, must be licensed as either a real estate salesperson or real estate broker by the Missouri Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Missouri**.

Exception: Missouri's real estate licensing laws do not apply to:

- a person or entity, who, as an owner or lessor, performs any act described above, with reference to property owned or leased by them or to their regular employees; or

- any person employed or retained to manage real property by or on behalf of the agent or owner of real estate, if the person is limited to one or more of the following activities:

    - delivering a lease application, a lease or any amendment thereto to any person;

    - receiving a lease application, lease or lease amendment, a security deposit, rental payment, or any related payment, for delivery to and made payable to a broker or owner;

    - showing a rental unit, provided the employee is acting under the direct instruction of the owner or broker, including execution of leases or rental agreements;

    - conveying information prepared by a broker or owner about a rental unit, lease, application or status of a security deposit, or the payment of rent; or

    - assisting in the performance of the owner's or broker's function, administrative, clerical or maintenance tasks.

  Note: If the person is employed or retained by or on behalf of a broker, the broker is subject to discipline under the real estate broker licensing laws for any conduct of the person that violates the law or Commission regulations.

Amended 2015.

Mo. Rev. Stat. § 339.010 (2019)

Registration/Licensing/Certification of Rental Properties

Missouri does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Missouri, Reasonable Accommodation

A person commits an unlawful discriminatory practice if he or she:

- refuses to permit a person with a disability, at his or her own expense, to make reasonable modifications to existing premises occupied or to be occupied by the disabled person, if the modifications are necessary to afford the person full enjoyment of the premises, provided that a landlord may reasonably condition such permission on the person agreeing to restore the premises' interior to the condition existing before modification, normal wear and tear excluded;

- refuses to make reasonable accommodation in rules, policies, practices or services when the accommodations may be necessary to give a disabled person equal opportunity to use and enjoy a housing accommodation; or

- fails to design and construct covered multifamily dwellings in such a manner that:

    - the public-use and common-use areas of the dwellings are accessible to and usable by persons with disabilities;

    - all doors allow passage into and within all premises by disabled persons in wheelchairs; and

    - all premises contain an accessible route into and through the dwellings; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms are accessible by wheelchair.

A "covered multifamily dwelling" is:

- a building consisting of four or more units if the building has one or more elevators; and

- ground floor units in other buildings consisting of four or more units.

Exceptions:

- The above prohibitions, other than the prohibition against discriminatory advertising, do not apply to:

    - rooms or units in dwellings containing living quarters occupied or intended for occupancy by not more than four families living independently, if the owner occupies one of the living quarters as his or her own residence; or

    - rental of a single-family dwelling by an individual private owner if the owner does not own or have an interest in more than three single-family houses at any one time, and the house is rented without the use of a real estate broker, agent or salesperson or the facilities of a person in the business of renting dwellings and without publishing, posting or mailing any advertisement.

- In no event is it required that a dwelling be made available to an individual if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

A person aggrieved by an unlawful discriminatory practice may file a complaint with the Missouri Commission on Human Rights. If the Commission finds that the respondent has engaged in an unlawful discriminatory practice, it must issue a cease and desist order, and in addition it may order affirmative relief, including payment of the complainant's actual damages. A civil penalty of up to $10,000 may also be assessed depending on the number of prior violations and the time period over which they occurred.

If, after filing a complaint, the aggrieved person requests in writing that the Commission issue a right-to-sue letter, the Commission must issue a letter indicating his or her right to bring a civil action against the respondent named in the complaint within 90 days of such notice. In a civil action the court may grant appropriate relief, including permanent or temporary injunctive relief, actual and punitive damages and reasonable attorney fees and court costs.

Sections amended 2017.

Mo. Rev. Stat. §§ 213.010, .040, .075, .111 (2019)

Missouri, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If there is a default in the payment of rent at the time agreed upon by the parties, the landlord may dispossess the tenant and recover possession of the premises.

If rent is due and payable, the landlord may file a statement with the circuit court in the county in which the property is located, setting forth the terms of rental and the amount of rent actually due and that rent has been demanded from the tenant and payment has not been made. If it appears upon hearing of the case that the rent demanded is due and unpaid and that the tenant has not tendered payment of the rent and all costs to the court, the judge will render judgment for the landlord that possession of the premises be recovered by the landlord and the rent then due. Execution upon the judgment shall direct an officer to put the landlord into immediate possession and to make the debt and costs of the goods and chattels of the tenant.

A landlord's demand for rent, or rent and possession, is deemed good when made at any time after the right to rent and possession accrues or rent becomes due according to the parties' agreement.

"Whenever one month's rent or more is in arrears from a tenant, the landlord, if he has a subsisting right to reenter for the nonpayment of such rent, may bring an action to recover the possession of the demised premises." Service of the summons and complaint in such an action is deemed sufficient demand of unpaid rent and of a reentry.

> Exception: If the lease contains a clause providing that the lease is forfeited for nonpayment of rent for a specified time, no process may issue against the tenant or other occupant of the premises until the specified time expires.

Note: Except for willful, wanton or malicious acts or omissions, the landlord is not liable to any tenant for loss or damage to any household goods, furnishings, fixtures or other personal property left in or at the dwelling by the tenant by reason of the landlord's removal or disposal of the property under a court-ordered execution for possession.

If on the date any money judgment is given for unpaid rent in an action described above, the tenant tenders to the landlord, or brings to court, all the rent in arrears and all costs, further proceedings will cease and be stayed. If the tenant satisfies such money judgment and pays all costs on any date after the original trial, but before a trial de novo, any execution for possession will cease and be stayed, except the landlord is not precluded from appealing the money judgment.

Section 535.010 enacted 1939; § 535.020 amended 2004; § 535.060 amended 2009; § 535.140 amended 1997; § 535.160 amended 2016; §§ 535.040, .120 amended 2009.

Mo. Rev. Stat. §§ 535.010, .020, .040, .060, .120, .140, .160 (2019)

Abandonment of the Premises

Rental premises are deemed abandoned if:

- the landlord reasonably believes the tenant vacated the premises and intends not to return;
- rent is due and has been unpaid for 30 days;
- the landlord posts written notice on the premises and mails to the tenant's last known address by both certified and first class mail a notice of the landlord's belief of abandonment, such notice to include the language set forth in Mo. Rev. Stat. § 441.065; and
- the tenant fails to either pay rent or respond in writing within 10 days after both the date of posting and deposit of the notice in the mail.

Property of the tenant remaining at the premises after the tenant's abandonment may be removed and disposed of by the landlord without liability to the tenant.

Enacted 1997.

Mo. Rev. Stat. § 441.065 (2019)

Waiver of Right to Terminate

No provisions regarding waiver of the landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

After judgment and a request for execution in an action to recover possession for failure to pay rent, if the service officer fails to deliver possession of the premises to the landlord within seven days after delivery of the writ to the officer, the landlord may, within 60 days of judgment, in the presence of a municipal or county law enforcement officer, without breach of the peace, break and remove locks, enter and take possession and remove any household goods, furnishings, fixtures or other personal property left on the premises, provided the officer is first presented with a copy of the judgment and order of execution and the officer acknowledges in writing such presentation, which acknowledgement the landlord must file in court within five days after taking possession of the premises.

The landlord is not liable for loss or damage to any such abandoned property by reason of the removal, unless caused by the negligent, willful or wanton acts or omissions of the landlord or if the landlord fails to file the required officer's acknowledgement.

Amended 1997.

Mo. Rev. Stat. § 441.060 (2019)

Security Deposits

A security deposit, which may not exceed two months' rent, is any deposit of money or property, however denominated, given by a tenant to a landlord to secure performance of a rental agreement, including damages to the rental unit, but does not include a pet deposit.

The landlord may withhold funds from the security deposit only as reasonably necessary to:

- remedy the tenant's default in payment of rent;

- restore the dwelling to its condition at the beginning of the tenancy, ordinary wear and tear excepted; or

- compensate the landlord for actual damages resulting from the tenant's failure to give adequate notice to terminate the tenancy pursuant to the parties' agreement or law, provided the landlord makes reasonable efforts to mitigate damages.

Note: A landlord and tenant may agree in the rental agreement upon amounts or fees to be charged for carpet cleaning, and such amounts actually expended for carpet cleaning may be withheld from the security deposit, provided the rental agreement also includes a provision notifying the tenant that he or she may be liable for actual costs for carpet cleaning that exceed ordinary wear and tear, which may also be withheld from the security deposit. Within 30 days of the end of the tenancy, the landlord must provide the tenant a receipt for the actual carpet cleaning costs.

The landlord must give the tenant reasonable written notice of the date and time the landlord will inspect the dwelling following termination to determine the amount of the security deposit to be withheld. The tenant has a right to be present at the inspection.

A landlord must, within 30 days after a tenancy terminates, return the full deposit or provide the tenant with an itemized list of the damages for which security deposit funds are being withheld, with the deposit balance, if any.

If the landlord wrongfully withholds security deposit funds, the tenant may recover not more than two times the amount wrongfully withheld.

Amended 2018.

Mo. Rev. Stat. § 535.300 (2019)

Missouri, Tenant Screening

State Fair Housing Requirements

It is an unlawful housing practice for any person, because of race, sex, color, religion, familial status, national origin, ancestry or disability, to:

- refuse to rent after the making of a bona fide offer or otherwise deny or make unavailable a dwelling to any person;

- discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services;

- refuse to receive or fail to transmit a bona fide offer to engage in a real estate transaction;

- represent that real property is not available for inspection, sale, rental, or lease when in fact it is available.

It is also an unfair housing practice to:

- print, circulate or cause the publication of a statement, advertisement or sign, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination on the basis of race, sex, color, religion, familial status, national origin, ancestry or disability; or

- to discriminate in the rental of, or otherwise deny or make unavailable to any renter, or to discriminate against any person in the terms, conditions or privileges of rental or in the provision of services or facilities in connection therewith because of a disability of:

    - that renter or that person;

    - a person residing in or intending to reside in the dwelling after it is rented or made available; or

    - any person associated with the renter or that person.

"Familial status" is the status of:

- a parent or another person having legal custody of a minor child;

- a designee of a parent, or such other person, having legal custody of a minor child with written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

<u>Exceptions</u>:

- The above prohibitions, other than the prohibition against discriminatory advertising, do not apply to:

- rooms or units in dwellings containing living quarters occupied or intended for occupancy by not more than four families living independently, if the owner occupies one of the living quarters as his or her own residence; or

- rental of a single-family dwelling by an individual private owner if the owner does not own or have an interest in more than three single-family houses at any one time, and the house is rented without the use of a real estate broker, agent or salesperson or the facilities of a person in the business of renting dwellings and without publishing, posting or mailing any advertisement.

- A religious organization, association or society, or nonprofit organization or institution operated, supervised or controlled by a religious organization, association or society limit the rental or occupancy of dwellings owned or operated by it for other than commercial purposes or may give preference to persons of the same religion, unless membership in such religion is restricted on account of race, color or national origin.

- The prohibitions related to discrimination based on familial status do not apply to "housing for older persons" as defined by Mo. Rev. Stat. § 213.040.

- In no event is it required that a dwelling be made available to an individual if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

A person aggrieved by an unlawful discriminatory practice may file a complaint with the Missouri Commission on Human Rights. If the Commission finds that the respondent has engaged in an unlawful discriminatory practice, it must issue a cease and desist order, and in addition it may order affirmative relief, including payment of the complainant's actual damages. A civil penalty of up to $10,000 may also be assessed depending on the number of prior violations and the time period over which they occurred.

If, after filing a complaint, the aggrieved person requests in writing that the Commission issue a right-to-sue letter, the Commission must issue a letter indicating his or her right to bring a civil action against the respondent named in the complaint within 90 days of such notice. In a civil action the court may grant appropriate relief, including permanent or temporary injunctive relief, actual and punitive damages and reasonable attorney fees and court costs.

Sections amended 2017

Mo. Rev. Stat. §§ 213.010, .040, .075, .111 (2019)

Other Provisions Related to Tenant Screening

An applicant may not be denied tenancy,on the basis of or as a direct result of the fact that the applicant has been, or is in imminent danger of becoming a victim of domestic violence, sexual assault, or stalking if the applicant qualifies for tenancy or occupancy in the premises. This prohibition does not apply if:

- the applicant, tenant, or lessee allowed the person named in any supporting documentation into the premises; or

- the landlord or property owner reasonably believes that a person named in any supporting documentation poses a threat to the safety of the other occupants or the property.

An applicant qualifies for such protection if he or she provides a statement of domestic violence, sexual assault, or stalking to his or her landlord or the property owner. If the landlord or property owner requests, the applicant must provide documentation as prescribed by § 441.920.

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Enacted 2019.

Mo. Rev. Stat. § 441.920 (2019)

Montana

Montana, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with applicable building and housing code requirements materially affecting health and safety in effect at the time of original construction of the dwelling unit;

- 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";

- make repairs to put and keep the premises in a habitable condition;

- keep common areas in a clean and safe condition; and

- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, which the landlord supplies or is required to supply.

If the landlord fails to so maintain the premises, or provide essential services as described below, and the noncompliance affects health and safety, the tenant may:

- terminate the agreement after giving written notice to the landlord describing the acts and omissions constituting a breach and that the rental agreement will terminate upon a date not less than 30 days after the notice is received if the breach is not remedied in 14 days, (or if an emergency exists due to the noncompliance and the landlord fails to remedy the situation within three days after the notice), which termination is subject to the following exceptions:

- if the breach is remediable by repairs, payment of damages or otherwise and the landlord remedies the breach before the specified date, the agreement does not terminate because of the breach;

- if substantially the same act or omission which constituted a breach of which notice was given recurs within six months, the tenant may terminate the agreement upon at least 14 days' written notice specifying the breach and the date of termination of the agreement; and

- the tenant may not terminate if the condition was caused by the tenant, a member of the tenant's family or other persons on the premises with the tenant's consent; or

- make repairs not costing more than one months' rent and deduct the cost from the rent, if the tenant has given the landlord notice and the landlord has not made the repairs within a reasonable time.

  Note: If repair is required due to an emergency, the repair may be made only by a person qualified to make the repairs.

In addition, the tenant may recover actual damages and obtain injunctive relief for any noncompliance, and the landlord must return all security payments recoverable by the tenant.

If the dwelling unit or premises are damaged or destroyed by fire or casualty so as to substantially impair the enjoyment of the dwelling unit, the tenant may:

- immediately vacate and notify the landlord in writing within 14 days or the tenant's intent to terminate the rental agreement, in which case the agreement terminates on the date the tenant vacated; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability in proportion to the diminution in the unit's fair rental value.

If the agreement is terminated, the landlord must return all security recoverable under the law and all prepaid rent. In the case of termination or apportionment, accounting for rent must be made as of the date of the fire or casualty.

Exception: If the fire or casualty was caused by the purposeful or negligent act of the tenant or the tenant's family or guests, the above does not apply.

Section 70-24-303 amended 2013; § 70-24-406 amended 1993; § 70-24-409 amended 2009.

Mont. Code Ann. §§ 70-24-303, -406, -409 (2019)

Provision of Essential Services

A landlord must:

- unless otherwise agreed in the rental agreement, provide and maintain receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the dwelling's occupancy and arrange for their removal;

- at all times supply running water and reasonable amounts of hot water and reasonable heat between October 1 and May 1, unless the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control; and

- install in each unit an approved carbon monoxide detector, in accordance with Montana Department of Labor and Industry rules, and an approved smoke detector, in accordance with Montana Department of Justice rules, which detectors the tenant must maintain in good working order during the tenancy.

A landlord and tenant of a one-, two- or three-family residence may agree in writing that the tenant will provide trash receptacles/removal and be responsible for supplying heat, running water and hot water if the transaction is enter into in good faith and not to evade the landlord's obligations.

A landlord is not responsible for damages caused by the failure of a smoke or carbon monoxide detector.

If contrary to the rental agreement or law, the landlord fails to provide heat, running water, hot water, electric, gas or other essential services, and if the tenant has given the landlord written notice of the condition/breach and a reasonable opportunity to correct the condition/breach, the tenant may:

- procure reasonable amounts of those essential services during the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

- recover damages based on the diminution in the fair rental value of the unit; or

- procure reasonable substitute housing during the noncompliance period, without paying rent for that period.

  Note: A tenant who selects one of the above remedies may not proceed under other remedy provisions. No remedy is available if the failure of essential services is caused by the act or omission of the tenant, a member of the tenant's family or other person on the premises with the tenant's consent.

If the landlord purposefully diminishes services to the tenant by interruption of heat, running water, hot water, electricity, gas or other essential services, the tenant may terminate the rental agreement and recover not more than three months' periodic rent or treble damages, whichever amount is greater. The landlord must return all security recoverable under the law and all prepaid rent.

Section 70-24-303 amended 2013; § 70-24-408 amended 2009; § 70-24-411 enacted 1977.

Mont. Code Ann. §§ 70-24-303, -408, -411 (2019)

Repairs

The landlord and tenant of a one-, two-, or three-family residence may agree that the tenant will perform specified repairs, maintenance, alterations or remodeling only if:

- the agreement is entered into in good faith and not to evade the landlord's obligations, is in a separate written agreement signed by the parties and supported by adequate consideration;

- the work is not necessary to cure building or housing code violations affecting health and safety; and

- the agreement does not diminish the landlord's obligation to other tenants.

Section 70-24-303 amended 2013.

Mont. Code Ann. § 70-24-303 (2019)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's or the landlord's agent's entry into the dwelling unit in order to:

- make necessary or agreed repairs, decorations, alterations or improvements;

- supply necessary or agreed services; or

- show the unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. In the case of an emergency, the landlord may enter the unit without the tenant's consent.

Except in the case of an emergency or unless it is impracticable to do so, the landlord must give the tenant at least 24 hours' notice of intent to enter.

A landlord also has a right of access:

- pursuant to court order;

- during the tenant's absence for more than seven days, at times reasonably necessary;

- if the tenant fails to maintain the dwelling and then fails to comply with the landlord's notice specifying the breach and requesting the tenant remedy it; or

- if the tenant has abandoned or surrendered possession.

If the tenant refuses to allow the landlord lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement, and recover actual damages.

Likewise, if the landlord makes an unlawful entry, or lawful entry in an unreasonable manner, or unreasonably harasses the tenant with repeated entry demands, the tenant may obtain injunctive relief or terminate the rental agreement, and recover actual damages in either case.

A tenant may not remove a lock or replace or add a lock not supplied by the landlord without the landlord's written permission. If the tenant does add or change a lock, he or she must supply the

landlord with a key. If the tenant fails to supply a key, the landlord may obtain injunctive relief or terminate the rental agreement.

Section 70-24-312 amended 2009; § 70-24-424 amended 1993; §§ 70-24-410, -425, 426 enacted 1977.

Mont. Code Ann. §§ 70-24-312, -410, -424, -425, -426 (2019)

Montana, Property Management Licensing

A "property manager" is a person who for compensation engages in "the business of leasing, renting, subleasing, or other transfer of possession of real estate belonging to others without transfer of the title to the property." A person who engages in or conducts business, or advertises as a property manager in Montana must be licensed by the Montana Board of Realty Regulation.

Exceptions*:* An actively licensed real estate broker or an actively licensed real estate salesperson acting under a supervising broker's supervision may act as a property manager without meeting any qualifications in addition to those required for his or her broker or salesperson license and without holding a separate property manager's license. The property management licensing application requirements also do not apply to the following:

- a relative (as defined more specifically by regulation) of the real estate's owner;
- a person who leases no more than four residential units;
- an attorney-in-fact under a power of attorney from the real estate owner who authorizes the final consummation of any contract for renting or leasing real estate;
- an attorney-at-law performing his or her duties as an attorney;
- a receiver, bankruptcy trustee or personal representative;

- a person acting pursuant to a court order;

- a trustee acting under a trust agreement, deed of trust or will;

- an officer of the state or any of its political subdivisions conducting official duties;

- a manager of a subsidized housing complex for low-income individuals;

- a person who receives compensation from the real estate owner in the form of reduced rent or salary, "unless that person holds signatory authority on the account in which revenue from the real estate is deposited or disbursed";

- a person employed by a real estate owner if that person's property management duties are "incidental to the person's other employment-related duties"; or

- a person employed by only one person on a salaried basis.

Qualifications

A property-manager license applicant must:

- complete a 30-hour property management prelicensing course, as designated by the Board, during the 24-month period immediately preceding the application date;

- be "of good repute and competent to transact the business of a property manager in a manner that safeguards" the public's welfare and safety;

- submit an application;

- furnish written evidence that he or she has met the educational requirements;
- satisfactorily complete an examination dealing with the material taught in the course;
- be at least 18 years old;
- have graduated from an accredited high school or completed an equivalent education; and
- pay the required fees.

In order to renew a license, a licensee must complete a minimum of 12 hours of continuing education each year.

Sections 37-51-103 and 37-51-602 amended 2015; § 37-51-601 enacted 1993; § 37-51-603 amended 2017; rr. 24.210.401, .801 amended 2019; rr. 24.210.809, .812, amended 2012; 24.210.835 amended 2019; r. 24.210.818 amended 2007.

Mont. Code Ann. §§ 37-51-103, -601, -602, -603 (2019); Mont. Admin. R. 24.210.401, .801, .809, .812, .818, .835 (2019)

Registration/Licensing/Certification of Rental Properties

Montana does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Montana, Reasonable Accommodation

It is unlawful for the owner, lessor or manager having the right to lease or rent a housing accommodation to discriminate against a person because of physical or mental disability. Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises by the disabled person, except that the landlord may, when reasonable, condition permission on the lessor's or renter's agreement to restore the interior of the premises to the preexisting condition, except for reasonable wear and tear;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a housing accommodation or property;

- in connection with a "covered multifamily housing accommodation," failure to design and construct the housing accommodation in a manner that:

    - provides at least one accessible building entrance on an accessible route;

    - makes the common-use and public-use areas of the housing accommodation readily accessible to and usable by a person with a disability;

    - provides that all doors within the housing accommodation are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the housing accommodation contain: (a) an accessible route into and through the housing accommodation; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) useable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

      Exception: A covered multifamily housing accommodation without at least one building entrance on an accessible route because it is impractical to have one due to the terrain or unusual site characteristics need not comply with these design and construction requirements.

Note: "Covered multifamily housing accommodation" means: (a) a building with four or more dwelling units if the building has one or more elevators; and (b) ground-floor units in a building consisting of four or more dwelling units.

Blind, visually impaired and deaf persons are entitled to full and equal access to any housing accommodation offered for compensation in Montana.

A person with a disability who has or obtains a service animal, and a person who is training a service animal, are entitled to full and equal access to all housing accommodations without being required to pay extra compensation for the service animal. The person remains liable for any damage to the premises done by the service animal.

Section 49-2-305 amended 2011; § 49-4-212 amended 1993; § 49-4-214 amended 2019.

Mont. Code Ann. §§ 49-2-305(5); 49-4-212, -214 (2019)

Montana, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If a tenant fails to comply with the rental agreement, including rent-payment terms, the landlord may send a written notice to the tenant stating the acts and omissions of noncompliance and that the agreement will terminate upon a date specified in the notice. If rent is unpaid and the tenant fails to pay within three days after the landlord's written notice, the landlord may terminate the agreement.

"If the rental agreement is terminated, the landlord has a claim for possession and for rent and a separate claim for actual damages for any breach of the rental agreement." If the tenant retains possession of the premises without the landlord's consent after the term of the lease expires or the lease is terminated, the landlord may bring an action for possession, and if the holdover is intentional and not in good faith, recover the greater of three months' periodic rent or treble damages. The prevailing party in any action for possession and/or damages may recover attorney fees, costs and disbursements.

In an action for possession based on nonpayment of rent or for rent when the tenant is in possession, the tenant may counterclaim for any sums he or she may recover under the rental

agreement or law. The court may order payment into court by the tenant of all or part of the accrued rent and rent thereafter accruing, except when the tenant is not in possession.

If a tenant notifies the landlord of an intention to quit the premises and does not do so at the time stated in the notice, the tenant must pay the landlord treble rent during the time the tenant is in possession after the notice. Actions for unlawful detainer after default in the payment of rent are governed by Mont. Code Ann. ch. 70-27.

Section 70-24-422 amended 2013; 70-24-427 amended 2015; § 70-24-429 amended 1993; § 70-24-442 enacted 1977; §§ 70-24-421, 70-27-208 amended 2009.

Mont. Code Ann. §§ 70-24-421, -422, -427, -429, -442; 70-27-208 (2019)

Abandonment of the Premises

If the tenant abandons a dwelling unit, the landlord must make a reasonable effort to rent the unit at a fair rental value. If the landlord rents it before the expiration of the abandoning tenant's rental agreement, that rental agreement terminates as of the date of the new tenancy. If the landlord does not make reasonable efforts to rent the abandoned dwelling or accepts the abandonment as a surrender, the rental agreement is terminated as of the date the landlord had notice of the abandonment.

Enacted 1977.

Mont. Code Ann. § 70-24-426 (2019)

Waiver of Right to Terminate for Nonpayment

The landlord's acceptance of full payment of rent due is a waiver of a claimed breach of a rental agreement only if the claimed breach is the nonpayment of rent. The acceptance of partial payment of rent due is not a waiver of any right.

Amended 1997.

Mont. Code Ann. § 70-24-423 (2019)

Disposition of Tenant's Property

If a tenancy ends, except by court order, and the landlord has clear and convincing evidence that the tenant has abandoned all personal property left on the premises and at least 48 hours have passed since obtaining that evidence, the landlord may immediately remove the abandoned property and dispose of any trash, or personal property that is hazardous, perishable or valueless (i.e., an item with insubstantial resale value, but not personal photos, jewelry or other small items that are irreplaceable).

The landlord must inventory and store all the tenant's personal property that the landlord reasonably believes is valuable and exercise reasonable care for it. The landlord may charge a reasonable storage and labor charge if the landlord stores it, plus the cost of removal to the storage place. If the personal property is stored in a commercial storage company, storage cost is the actual storage charge, plus cost of removal to the storage place.

The landlord must make a reasonable attempt to notify the tenant that the property must be removed from storage by sending written notice stating a specified time, not less than 10 days after mailing of the notice, at which the property will be disposed of if not removed. The landlord may thereafter dispose of the property by selling all or part of it at a public or private sale or destroying or otherwise disposing of it if the landlord reasonably believes its value is so low that storage or sale costs exceed the property's reasonable value. The landlord may deduct the reasonable costs of notice, storage, labor and sale, plus any delinquent rent or damage owed on the premises from the proceeds of the sale and remit the balance, if any, with an itemized accounting, to the tenant.

If the tenant timely responds in writing to the landlord's notice stating the tenant's intent to remove any property and does not then remove it within seven days of delivery of the response, the property is conclusively presumed abandoned. If the tenant removes the property, the landlord may recover any of his removal and storage costs.

The above requirements must be included in plain language as a notification in any lease or rental agreement at the time of agreement or when the tenant occupies the property.

Amended 2013.

Mont. Stat. Ann. § 70-24-430 (2019)

Security Deposits

A landlord who requires a security deposit must give each tenant, when the lease is executed or the tenancy created, a separate written statement regarding the present condition of the premises and, at the written request of the tenant, a copy of any written list of damage and cleaning charges provided to the immediately preceding tenant. If the landlord does not do so, no funds may be recovered for damage to or cleaning of the premises, unless the landlord can prove by clear and convincing evidence that the damage occurred during the tenancy in question and was caused by the tenant, or the tenant's family, licensees or invitees.

A landlord may deduct from the security deposit an amount equal to the damage caused by the tenant, unpaid rent, late charges, utilities, penalties due under the lease and other sums owing the landlord at the time of deduction, plus actual cleaning costs, including a reasonable charge for the landlord's labor.

Cleaning charges may be deducted only after the tenant has been given written notice of the cleaning not done by the tenant and the additional cleaning that needs to be done by the tenant to return the premises to its condition at the time of renting. After delivery of the notice, the tenant has 24 hours to complete the cleaning. If the tenant failed to notify the landlord of the intent to vacate or vacated the premises without notice, the landlord need not give notice and may deduct the cleaning charges from the deposit.

Within 30 days of a tenancy's termination, or within 30 days of a surrender and the landlord's acceptance of the premises, whichever occurs first, the landlord must provide the departing tenant with a written list of any rent due, and any damages and cleaning charges, along with payment of any remaining security deposit.

> Note: A landlord who does not provide a departing tenant with the list, forfeits all rights to withhold security deposit funds for cleaning or damages.

If there are no damages, unpaid rent or cleaning charges, and the tenant can show that no utilities are unpaid by the tenant, the landlord must return the security deposit within 10 days by mail to the tenant's new address, if provided by the tenant, or otherwise, to the tenant's last-known address.

> Note: A landlord does not wrongfully withhold a security deposit if it is mailed to the tenant's last-known address and the tenant does not receive the funds because the landlord was not given a new address, but the landlord remains liable to the tenant for the amount due.

A "security deposit" is money given to secure the tenant's payment of rent or payment for damage to and cleaning of the premises. "A fee or charge for cleaning and damages, no matter how designated, is presumed to be a security deposit."

"Cleaning expenses" means the actual and necessary cost of cleaning done by the owner for cleaning not attributable to normal wear caused by the tenant's failure to return the premises to the condition it was in at the time of renting.

"Damage" is any tangible loss, injury or deterioration of the leased premises caused by willful or accidental acts of the tenant or the tenant's family, licensees or invitees, or resulting from the tenant's failure to perform any duty imposed by law with respect to the premises.

A tenant may bring a civil action to recover any portion of a security deposit wrongfully withheld by the landlord. Failure to provide a new address, does not bar a departing tenant from recovering the security deposit amount owed by the landlord.

Section 70-25-101 amended 2009; § 70-25-201 amended 1997; §§ 70-25-202, -205 amended 2001; § 70-25-203 amended 1977; §§ 70-25-204, -206 amended 1993.

Mont. Code Ann. §§ 70-25-101, -201, -202, -203, -204, -205, -206 (2019)

Montana, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory practice for the owner, lessor or manager having the right to lease or rent a housing accommodation or improved property, or for any other person to:

- refuse to lease or rent the housing or property to a person based on sex, marital status, race, creed, religion, color, age, familial status, physical or mental disability or national origin;

- discriminate against a person based on sex, marital status, race, creed, religion, color, age, familial status, physical or mental disability or national origin in a term, condition or privilege relating to the use, lease or rental of the housing or property;

- make an inquiry of the sex, marital status, race, creed, religion, color, age, familial status, physical or mental disability or national origin of a person seeking to lease or rent housing or property for the purpose of discriminating on the basis of one of those characteristics;

- make unavailable or deny housing or property because of sex, marital status, race, creed, religion, color, age, familial status, physical or mental disability or national origin;

- represent to a person that housing or property is not available for inspection or rental because of the person's sex, marital status, race, creed, religion, color, age, familial status, physical or mental disability or national origin when the housing or property is in fact available; or

- for profit, induce or attempt to induce a person to rent housing or property by representations regarding the entry or prospective entry into the neighborhood of person(s) of a particular sex, marital status, race, creed, religion, color, age, familial status, physical or mental disability or national origin.

It is also a discriminatory practice to make, print or publish any notice, statement or advertisement indicating any prohibited preference, limitation or discrimination or any intention to make or have such a preference, limitation or discrimination.

Exceptions: The prohibitions against discrimination based on age or familial status do not apply to:

- housing for older persons, as defined by Mont. Stat. Ann. § 49-2-305(10); or

- rooms or units in dwellings containing living quarters occupied or intended to be occupied by two families living independently, if the owner maintains and occupies one of the living quarters as his or her residence.

"Familial status" means having one child or children who live or will live with a person and a distinction based on familial status includes one based on the age of the child or children who will live with a person.

Age or mental disability may represent a legitimate discriminatory criterion in credit transactions only as it relates to a person's capacity to make or be bound by contracts or other obligations.

A person aggrieved by any discriminatory practice may file a complaint with the Department of Labor and Industry, and if, after hearing, the Department finds that a person has engaged in a discriminatory practice the Department may, in addition to other action assess a civil penalty not exceeding $10,000 for a first violation and up to $25,000 if the respondent has been adjudged to have committed one or more similar discriminatory housing practices during the previous five years.

A charging party or a respondent may elect to have the matter decided in a civil action after the Department's informal investigation of the matter.

Sections 49-2-305, -403 amended 2011; § 49-2-510 amended 2007.

Mont. Code Ann. §§ 49-2-305, -403, -510 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Nebraska

Nebraska, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply, after written or actual notice, with applicable building and housing code requirements materially affecting health and safety;
- after written or actual notice, make repairs and do whatever is necessary to put and keep the premises in a habitable condition;
- keep common areas in a clean and safe condition;
- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, which the landlord supplies or is required to supply.

If the landlord fails to so maintain the premises, or provide essential services as described below, and the noncompliance affects health and safety, the tenant may terminate the agreement after giving written notice to the landlord describing the acts and omissions constituting a breach and that the rental agreement will terminate upon a date not less than 30 days after the notice is received if the breach is not remedied in 14 days, which termination is subject to the following exceptions:

- if the breach is remediable by repairs, payment of damages or otherwise and the landlord remedies the breach before the specified date, the agreement does not terminate because of the breach;

- if substantially the same act or omission which constituted a breach of which notice was given recurs within six months, the tenant may terminate the agreement upon at least 14 days' written notice specifying the breach and the date of termination of the agreement; and

- the tenant may not terminate if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or other persons on the premises with the tenant's consent.

In addition, the tenant may commence an action and recover actual damages and obtain injunctive relief for any noncompliance, and the landlord must return all prepaid rent and security recoverable by the tenant. If the landlord's noncompliance is willful, attorney fees may be awarded to the tenant.

If the dwelling unit or premises are damaged or destroyed by fire or casualty so as to substantially impair the enjoyment of the unit, the tenant may:

- immediately vacate and notify the landlord in writing within 14 days of his or her intention to terminate the rental agreement, in which case the lease terminates on the date the tenant vacated; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability in proportion to the diminution in the unit's fair rental value.

If the lease is so terminated, the landlord must return all prepaid rent and security recoverable by the client pursuant to law. Accounting for rent is to occur as of the casualty date.

Sections 76-1419, -1425 amended 2001; § 76-1429 enacted 1974.

Neb. Rev. Stat. §§ 76-1419, -1425, -1429 (2015)

Provision of Essential Services

A landlord must:

- provide and maintain receptacles and conveniences for the central collection and removal of ashes, garbage, rubbish and other waste incidental to the dwelling's occupancy and arrange for their removal; and

- at all times supply running water and reasonable amounts of hot water and reasonable heat, except if the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control and supplied by a direct public utility connection.

A landlord and tenant of a single-family residence may agree in writing that the tenant will provide trash receptacles/removal and be responsible for supplying heat, running water and hot water, and also perform specified repairs, maintenance tasks, alterations and remodeling, if the transaction is entered into in good faith and not to evade the landlord's duties.

If the landlord deliberately or negligently does not supply running water, hot water, heat or essential services contrary to the rental agreement or the law, the tenant may notify the landlord in writing, specifying the breach and then may:

- obtain reasonable amounts of such services during the period of landlord noncompliance, deducting their actual and reasonable cost from the rent;

- recover damages for the diminution in the unit's fair rental value; or

- obtain reasonable substitute housing during the period of landlord noncompliance, without paying rent during that period.

Additionally, if the landlord's failure to supply is deliberate, the tenant may recover the actual and reasonable cost of the substitute housing not to exceed the amount of periodic rent. In all cases reasonable attorney fees are recoverable.

The above remedies are not available if the tenant does not give the landlord notice of the breach or if the condition is caused by the tenant's deliberate or negligent act or omission or that of a family member or other person on the premises with the tenant's consent.

If the landlord willfully diminishes services by interrupting or causing the interruption of electric, gas, water or other essential service, the tenant may terminate the rental agreement, recover an amount equal to three months' rent as liquidated damages, and attorney fees. The landlord must return all prepaid rent and security deposits recoverable under the law if the agreement is terminated.

Section 76-1419 amended 2001; §§ 76-1427, -1430 enacted 1974.

Neb. Rev. Stat. §§ 76-1419, -1427, -1430 (2015)

Repairs

A landlord and tenant of any dwelling other than a single-family residence, may agree that the tenant will perform specified repairs, maintenance tasks, alterations and remodeling only if:

- the agreement is entered into in good faith and not to evade the landlord's duties, is set forth in a separate writing signed by both parties, and is supported by adequate consideration; and

- the agreement does not diminish or affect the landlord's duty to other tenants.

Section 76-1419 amended 2001.

Neb. Rev. Stat. § 76-1419 (2015)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's or the landlord's agent's entry 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
- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord must give the tenant at least one day's notice of intent to enter.

A landlord also has a right of access:

- pursuant to court order;

- during the tenant's absence for more than seven days, at times reasonably necessary; or

- if the tenant has abandoned or surrendered possession.

If the tenant unreasonably refuses access to the unit, the landlord may:

- obtain injunctive relief to obtain access; or

- terminate the rental agreement; and

- in either case, recover damages and attorney fees.

If the landlord repeatedly makes demands for lawful entry which results in unreasonable harassment of the tenant, makes an illegal entry or makes a legal entry in an unreasonable manner, the tenant may:

- terminate the rental agreement; or

- obtain injunctive relief; and

- in either case recover actual damages of not less than one month's rent and attorney fees.

Sections enacted 1974.

Neb. Rev. Stat. §§ 76-1423, -1438 (2019)

Nebraska, Property Management Licensing

Nebraska does not separately license real estate managers.

However, any person who, for compensation or with the intent or expectation of receiving compensation, negotiates or attempts to negotiate the rent or lease for any real property or improvements thereon, assists in procuring prospects for the leasing or renting of any real estate, or collects or attempts to collect rents is deemed a real estate broker and must be licensed as either a real estate salesperson or real estate broker by the Nebraska Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Nebraska**.

Exceptions: The licensing provisions do not apply to:

- any person or entity who, as owner or lessor, performs any of the above-described acts in connection with property owned by him or it, or to the regular employees thereof with respect to such property, when the acts are performed in the regular course of or incident to the management of such property and the investment therein, except that such regular employees may not perform any of the acts described above in connection with a vocation of selling or leasing any real estate or improvements thereon; or

- a person acting as a resident manager of an apartment building or complex, duplex or court who resides on the premises and is engaged in leasing real property in connection with his or her employment, or any employee, parent, child, brother or sister of the owner, or any employee of a licensed broker who manages rental property for the owner of such property.

Section 81-885.01 amended 2019; § 81-885.04 amended 1993.

Neb. Rev. Stat. §§ 81-885.01, .04 (2019)

Registration/Licensing/Certification of Rental Properties

Nebraska does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Nebraska, Reasonable Accommodation

It is unlawful to discriminate in the rental of or to deny a dwelling to any renter or to discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection with the dwelling because of a handicap of:

- the renter or that person;
- a person residing in or intending to reside in that dwelling after it is rented or made available; or
- any person associated with the renter or that person.

Such unlawful discrimination includes:

- refusal to permit a person with a handicap, at his or her own expense, to make reasonable modifications to existing premises occupied or to be occupied by the person, if the modifications are necessary to afford the person full enjoyment of the premises, provided that in the case of a rental a landlord may reasonably condition such permission on the tenant agreeing to restore the premises' interior to the condition existing before modification, normal wear and tear excluded;
- refusal to make reasonable accommodation in rules, policies, practices or services when the accommodation may be necessary to give a disabled person equal opportunity to use and enjoy a housing accommodation; and
- failure to design and construct covered multifamily dwellings in such a manner that:
    - the public-use and common-use areas of the dwellings are accessible to and usable by handicapped persons;

- all doors into and within the premises allow passage by persons in wheelchairs; and

- all premises within the dwellings contain an accessible route into and through the dwelling; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms permit an individual to maneuver a wheelchair about the space.

Note: A dwelling need not be made available to any individual whose tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to another's property.

Exception: The above requirements do not prohibit any person's right to refuse to rent a room or rooms in his or her own home for any reason or to change tenants in his or her home as often as desired, provided that this exception does not apply to a person who makes more than four sleeping rooms available for rental or occupancy to a person or family within his or her own home.

All totally or partially blind persons, deaf or hard of hearing persons or physically disabled persons who have a service animal, or obtain one, must have full and equal access to all housing accommodations with such animal, except a single-family residence in which the owner lives and in which any room is rented, leased or provided for compensation. Such a person may not be required to pay extra compensation for the animal, and the landlord may not charge an additional deposit for the animal. The tenant remains liable for any damage done to the premises by the animal.

Any person aggrieved by a discriminatory housing practice may file a complaint with the Nebraska Equal Opportunity Commission. If, after attempting conciliation of the complaint, it is determined that reasonable cause exists to believe a discriminatory practice has occurred, the Commission will issue a charge on behalf of the aggrieved person. The aggrieved person, respondent or complainant may then elect to have the claims asserted in the charge decided in a civil action in lieu of an administrative hearing. An aggrieved person may also commence a civil action not later than two years after the discriminatory housing practice occurs, without first filing a complaint with the Commission.

If the Commission hearing officer determines that the respondent committed a discriminatory practice, remedial action may include payment to the complainant of actual damages, injunctive or other equitable relief, costs and reasonable attorney fees. The Commission may also assess a civil penalty against a respondent of up to $50,000, depending on the number of prior violations and the time period over which they occurred. A $10,000 fine may be assessed for a first-time violation.

Section 20-319 amended 1998; § 20-322 amended 1991; §§ 20-131.02 amended 2008; § 20-131.03 enacted 1975, § 20-131.04 amended 2019; §§ 20-333, -335, -337, -340, -342 enacted 1991

Neb. Rev. Stat. §§ 20-131.02, .03, .04; -319, -322, -333, -335, -337, -340, -342 (2019)

Nebraska, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If rent is not paid when due and the tenant does not pay rent within seven days after the landlord's written notice of nonpayment and the landlord's intent to terminate the rental agreement if rent is not paid within that period, the landlord may terminate the agreement.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent, as well as a separate claim for actual damages for breach of the rental agreement and, if the tenant's noncompliance is willful, reasonable attorney fees. In an action for possession for nonpayment of rent or in an action for rent where the tenant remains in possession, the tenant may counterclaim for any amounts recoverable by the tenant under the rental agreement or the law. In such cases where the tenant is in possession, the court may order the tenant to pay into court all or part of the accrued and accruing rent, and determine the amount due each party.

Sections 76-1428 amended 2001; 76-1431 amended 2019; § 76-1435 enacted 1974.

Neb. Rev. Stat. §§ 76-1428, -1431, -1435 (2019)

Abandonment of the Premises

If a rental agreement requires the tenant to notify the landlord of an anticipated extended absence from the premises and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant. If the tenant is absent for more than seven days, the landlord may enter the dwelling at reasonably necessary times.

If the tenant abandons the dwelling, the landlord must make reasonable efforts to rent it at a fair rental. If the unit is re-rented for a term beginning before the abandoning tenant's agreement expires, the agreement is deemed terminated as of the date the new tenancy begins. Total absence without notifying the landlord for one full rental period, or 30 days, whichever is less, is deemed an abandonment.

Enacted 1974.

Neb. Rev. Stat. § 76-1432 (2019)

Waiver of Right to Terminate for Nonpayment

"Acceptance of rent with knowledge of a default by tenant or acceptance of performance by the tenant that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord constitutes a waiver of his right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred."

Enacted 1974.

Neb. Rev. Code § 76-1433 (2019)

Disposition of Tenant's Property

The Nebraska Disposition of Personal Property Landlord and Tenant Act, Neb. Rev. Stat. §§ 69-2301 to -2314 (2019), sets forth detailed procedures for the care and disposition of a tenant's personal property, and that of other persons, left on the premises after a tenancy is terminated.

If personal property is left on the premises after expiration or termination of a tenancy and the premises have been vacated, the landlord must give the tenant, and any other person the landlord reasonably believes to be the owner of the property, written notice describing the property in whole or in part, but the limitation of liability that otherwise applies does not protect the landlord

from liability arising from disposition of property not described in the notice, except that a container which is locked, fastened or tied in such a way as to deter immediate access may be described without describing its contents.

The notice must also state that reasonable storage costs may be charged before property is returned to its owner, the location where it may be claimed and date on or before which it must be claimed. The date specified must be not less than seven days after the notice is personally delivered or not less than 14 days after it is mailed, and must be given within six months of the date the lease expired or the date abandonment of the premises was discovered, whichever is later.

The statutorily mandated language set forth in Neb. Rev. Stat. § 69-2304 must be included in the notice. A form which satisfies all the notice requirements is found in Neb. Rev. Stat. § 69-2305.

The personal property may be left on the vacated premises or removed and stored until it is either released to the former tenant or other owner or disposed of. It must be released if the tenant or other person pays the reasonable costs of storage and any advertising and takes possession not later than the date stated in the notice.

A landlord must surrender to a residential tenant any personal property left by the tenant the return of which the tenant has requested, if:

- the tenant requests in writing, within 14 days of vacating the premises, that the property described in the request be surrendered, and includes a mailing address;

- the landlord or the landlord's agent has possession or control of the property at the time the request is received;

- the tenant, upon the landlord's written itemized demand, tenders payment of all reasonable costs associated with the removal and storage of the property; and

- the tenant agrees to remove the property at a reasonable mutually agreed time, not later than 72 hours after the tender of costs.

A landlord who retains personal property in violation of the Act is liable to the tenant in a civil action.

Enacted 1991; § 69-2304 amended 2016; § 69-2303 amended 2016.

Neb. Rev. Stat. §§ 69-2303, -2304, -2305, -2306, -2307, -2309, -2310, -2312 (2019)

Security Deposits

A security deposit may not exceed one month's periodic rent, except that a pet deposit may also be demanded when appropriate in an amount not to exceed one-fourth of one month's periodic rent.

When the tenancy terminates, prepaid rent and security held by the landlord may be applied to payment of rent and damages sustained by the tenant's noncompliance with the rental agreement and statutory duty to maintain the premises during the tenancy. Any remaining balance, along with a written itemization, must be delivered or mailed to the tenant within 14 days after the date of the tenancy's termination. If no mailing address or instructions are provided by the tenant to the landlord, the landlord must mail, by first-class mail, the any balance of the security deposit and a written itemization of the amount of the security deposit not returned to the tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding 30 days after the mailing date, the landlord must, not later than 60 days after the mailing date, remit the outstanding deposit balance to the State Treasurer for disposition pursuant to the Uniform Disposition of Unclaimed Property Act. The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by the security deposit requirements.

If the landlord fails to comply with the deposit-return provisons, the tenant may recover the property and money due him or her, court costs, and reasonable attorney's fees. In addition, if the landlord's failure is "willful and not in good faith, the tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages."

A tenant is not liable for damages "directly related to the tenant's removal from the premises by order of any governmental entity as a result of the premises not being fit for habitation due to the negligence or neglect of the landlord."

Amended 2019.

Neb. Rev. Code § 76-1416 (2019)

Nebraska, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory housing practice to:

- refuse to rent after the making of a bona fide offer to any person because of race, color, religion, national origin, familial status or sex;

- refuse to negotiate for the rental of or to otherwise make unavailable or deny, refuse to show or refuse to receive and transmit an offer for a dwelling to any person because of race, color, religion, national origin, familial status or sex;

- discriminate against a person in the terms, conditions or privileges of a rental, or in the furnishing of facilities or services in connection therewith because of race, color, religion, national origin, familial status or sex;

- cause to be made any inquiry or record concerning the race, color, religion, national origin, handicap, familial status or sex of the person seeking to lease any housing;

- induce for profit any person to rent any dwelling by representations regarding the entry or potential entry into the neighborhood of persons of a particular race, color, religion, national origin, familial status or sex;

- make, print or publish any notice, statement or advertisement with respect to the rental of a dwelling indicating any preference, limitation or discrimination or an intention to make any such preference limitation or discrimination; or

- represent, because of a person's race, color, religion, national origin, familial status or sex, that a dwelling is not available for inspection, sale or rental when in fact it is available.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;

- a designee of a parent, or other person having custody of a minor child, who is domiciled with a minor child with the written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions do not apply to rental of up to four sleeping rooms in a single dwelling by an owner or occupant who resides in the dwelling.

- A religious organization, association or society or any nonprofit institution or organization operated supervised or controlled by or in conjunction with a religious organization, association or society may limit or give preference to persons of the same religion in the rental or occupancy of a dwelling it owns or operates for other than commercial purposes, unless membership in such religion is restricted on account of race, color, or national origin, handicap, familial status or sex.

- The prohibitions related to discrimination based on familial status do not apply to housing for older persons, as defined by Neb. Rev. Stat. § 20-322.

Any person aggrieved by a discriminatory housing practice may file a complaint with the Nebraska Equal Opportunity Commission. If, after attempting conciliation of the complaint, it is determined that reasonable cause exists to believe a discriminatory practice has occurred, the Commission will issue a charge on behalf of the aggrieved person. The aggrieved person, respondent or complainant may then elect to have the claims asserted in the charge decided in a civil action in lieu of an administrative hearing. An aggrieved person may also commence a civil action not later than two years after the discriminatory housing practice occurs, without first filing a complaint with the Commission.

If the Commission hearing officer determines that the respondent committed a discriminatory practice, remedial action may include payment to the complainant of actual damages, injunctive or other equitable relief, costs and reasonable attorney fees. The Commission may also assess a civil penalty against a respondent of up to $50,000, depending on the number of prior violations and the time period over which they occurred. A $10,000 fine may be assessed for a first-time violation.

Section 20-319 amended 1998; § 20-322 amended 1991; §§ 20-333, -335, -337, -340, -342 enacted 1991.

Neb. Rev. Stat. §§ 20-311, -318, -319, -322, -333, -335, -337, -340, -342 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Nevada

Nevada, Condition of Rental Property

Habitability Requirements

The landlord must at all times during the tenancy maintain the dwelling unit in a habitable condition. A dwelling is not habitable if it violates housing or health code provisions concerning the health, safety, sanitation or fitness for habitation of the dwelling or if it substantially lacks:

- effective waterproofing and weather protection of the roof and exterior walls, including windows and doors;

- plumbing facilities conforming to applicable law when installed and which are maintained in good working order;

- an approved water supply, which is:

    - under the tenant's or landlord's control and capable of producing hot and cold running water;

    - supplied to appropriate fixtures; and

    - connected to an approved sewage disposal system and maintained in good working order to the extent that the system can be controlled by the landlord;

- adequate heating facilities conforming to applicable law when installed and maintained in good working order;

- electrical lighting, outlets, wiring and equipment conforming to applicable law when installed and maintained in good working order;

- an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the beginning of the tenancy, and with arrangements for the removal of garbage and rubbish from the premises unless the parties otherwise agree in writing;

- building, grounds, appurtenances and all other areas under the landlord's control at commencement of the tenancy which are clean, sanitary and reasonably free from all accumulations of debris, filth, rubbish, garbage, rodents, insects and vermin;

- floors, walls, ceilings, stairways and railings maintained in good repair; and

- ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair, if supplied or required to be supplied by the landlord.

If the landlord fails to maintain a dwelling unit in a habitable condition, the tenant may deliver a written notice to the landlord specifying each failure to do so and requesting that the landlord remedy the failures. If the landlord fails to remedy a material failure or to make a reasonable effort to do so within 14 days after receipt of the notice, the tenant may:

- terminate the rental agreement immediately;

- recover actual damages;

- apply to the court for such relief as the court deems proper under the circumstances; or

- withhold any rent that becomes due without incurring late fees, charges for notice or any other charge or fee authorized by law or the rental agreement until the landlord has remedied, or has attempted in good faith to remedy, the failure.

The tenant may not use the above procedure:

- if the landlord adequately remedies the failure or uses his or her best efforts to remedy the failure within 14 days after receipt of the notice from the tenant;

- for a condition caused by the tenant’s own deliberate or negligent act or omission or that of a member of his or her household or other person on the premises with the tenant's consent; or

- if the landlord’s inability to adequately remedy the failure or use his or her best efforts to timely remedy the failure is due to the tenant’s refusal to allow lawful access to the dwelling as required by the rental agreement or law.

If the rental agreement is terminated, the landlord must return all prepaid rent and security recoverable by the tenant pursuant to law.

Additionally, the tenant may not use the above procedure unless he or she has given the required notice, except that the tenant may, without giving that notice, recover actual damages if the landlord admits to the court that the landlord had knowledge of the condition constituting the failure to maintain the dwelling in a habitable condition or has received written notice of the condition from a governmental agency. The tenant may without giving notice, also withhold rent, if the landlord has received written notice of the condition constituting the failure to maintain the dwelling in a habitable condition from a governmental agency and fails to remedy or make a good-faith attempt to remedy the failure within the time prescribed in the notice from the governmental agency.

If the landlord fails to maintain the premises in a habitable condition and the reasonable cost of compliance or repair is less than $100 or one month's periodic rent, whichever is greater, the tenant may recover damages for the breach or notify the landlord of an intention to remedy the condition at the landlord's expense pursuant to Nev. Rev. Stat. § 118A.360.

If the dwelling unit or premises are damaged or destroyed by fire or casualty so as to substantially impair the enjoyment of the unit, the landlord may terminate the rental agreement, and the tenant may:

- immediately vacate and notify the landlord in writing within seven days of the tenant's intent to terminate the agreement, in which case the agreement terminates on the date the tenant vacated; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability in proportion to the diminution in the unit's fair rental value.

  Exception: These rights do not arise if the deliberate or negligent acts of the tenant, a household member or other person on the premises with the tenant's consent are found to have caused the fire or casualty.

If the agreement is terminated, the landlord must return all deposits recoverable under the law and all prepaid rent. In the case of termination or apportionment, accounting for rent must be made as of the date the tenant vacated.

Section 118A.290 amended 2007; § 118A.355 enacted 2007; § 118A.360, .400 enacted 1977.

Nev. Rev. Stat. §§ 118A.290, .355, .360, .400 (2019)

Provision of Essential Services

If the landlord is required by the rental agreement, or law, to supply heat, air-conditioning, running water, hot water, electricity, gas, a functioning door lock or another essential item or service, and willfully or negligently fails to do so, rendering the premises unfit for habitation, the tenant may give written notice to the landlord specifying the breach. If the landlord does not adequately remedy the breach, or use his or her best efforts to do so within 48 hours, except a Saturday, Sunday or legal holiday, after the notice is received, the tenant may, in addition to any other remedy:

- procure reasonable amounts of such essential items or services during the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

- recover actual damages, including damages based upon the lack of use of the premises or the diminution of the fair rental value of the dwelling;

- withhold any rent that becomes due during the landlord's noncompliance without incurring late fees, charges for notice or any other charge or fee, until the landlord has attempted in good faith to restore the essential items or services; or

- procure other comparable housing during the landlord's noncompliance, with the rent for the original premises fully abating during this period, and recover the actual and reasonable cost of the other housing which is in excess of the abated rent.

These tenant rights do not arise until the tenant has given the required written notice, except that the tenant may, without having given that notice, recover actual damages if the landlord admits to the court that the landlord had knowledge of the lack of such essential items or services or has received written notice of the uninhabitable condition from a governmental agency. The tenant may also, without giving notice, withhold rent, if the landlord has received written notice of the condition constituting the breach from a governmental agency and fails to remedy or make a good-faith attempt to remedy the failure within the time prescribed in the agency notice.

The rights of the tenant to withhold rent do not arise, unless the tenant is current in the payment of rent at the time of giving notice to the landlord. If the condition was caused by the deliberate or negligent act or omission of the tenant, a household member or other person on the premises with his or her consent, the tenant has none of the above rights.

If the landlord willfully interrupts or causes or permits the interruption of any essential item or service required by the rental agreement or the law or otherwise recovers possession of the dwelling unit in violation of Nev. Rev. Stat. § 118A.480, the tenant may recover immediate possession pursuant to Nev. Rev. Stat. § 118A.390, proceed under Nev. Rev. Stat. § 118A.380 or terminate the rental agreement. In addition to any other remedy, the tenant may recover the actual damages and/or receive an amount not greater than $2,500 to be fixed by the court.

Section 118A.380 amended 2011; § 118A.390 amended 2019.

Nev. Rev. Stat. § 118A.380, .390 (2019)

Repairs

The landlord and tenant may agree that the tenant will perform specified repairs, maintenance tasks and minor remodeling only if the agreement:

- is entered into in good faith; and

- does not diminish the obligations of the landlord to other tenants in the premises.

  Note: Such an agreement is not entered into in good faith if the landlord has a duty to perform the specified repairs, maintenance tasks or minor remodeling, and the tenant enters into the agreement because the landlord has refused to perform them.

If the tenant fails to perform basic obligations under the law and the condition(s) can be remedied by repair, replacement of a damaged item or cleaning, and the tenant fails to use best efforts to comply within 14 days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period, or more promptly if required in an emergency, the landlord may enter the dwelling and have the work done and submit an itemized bill for the actual and reasonable cost, or the fair and reasonable value of the work to the tenant. The itemized bill shall be paid as rent on the next date periodic rent is due, or if the lease has terminated, may be submitted to the tenant for immediate payment or deducted from the security deposit.

Section 118A.290 amended 2007; § 118A.440 enacted 1977.

Nev. Rev. Stat. §§ 118A.290, .440 (2019).

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's peaceable entry 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

- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants or other persons with a bona fide interest in inspecting the premises.

The landlord may enter only at reasonable times during normal business hours and may not use the right of entry to harass the tenant. Except in the case of an emergency, the landlord must give the tenant at least 24 hours' notice of intent to enter. The landlord may enter without the tenant's consent in the case of an emergency.

A landlord also has a right of access:

- pursuant to court order;
- where permitted under Nev. Rev. Stat. § 118A.440; or
- if the tenant has abandoned or surrendered possession.

If the tenant unreasonably refuses access as required by the rental agreement or law, the landlord may:

- obtain injunctive relief to obtain access; or
- terminate the rental agreement; and
- in either case, recover damages and attorney fees.

If the landlord repeatedly makes demands for lawful entry which results in unreasonable harassment of the tenant, makes an illegal entry or makes a legal entry in an unreasonable manner, the tenant may:

- terminate the rental agreement; or

- obtain injunctive relief to prevent recurrence of the conduct; and

- in either case recover actual damages of not less than one month's rent and attorney fees.

Enacted 1977.

Nev. Rev. Stat. §§ 118A.330, .500 (2019)

Nevada, Property Management Licensing

"Property manager" means "a person engaged in property management who, as an employee or independent contractor, is associated with a licensed real estate broker, whether or not for compensation." "Property management" is "the physical, administrative or financial maintenance and management of real property, or the supervision of such activities for a fee, commission or other compensation or valuable consideration, pursuant to a property management agreement."

The Nevada Real Estate Commission issues permits to property managers. A person who is licensed as a real estate broker, broker-salesman or salesman may apply for a permit to engage in property management. For details of the qualifications for a permit, see **Licensing Requirements and Maintenance Annual Report—Nevada**.

Exceptions: Nevada's real estate licensing laws do not apply to:

- a property owner or lessor, or his or her regular employee, who performs a real estate act, with respect to his or her property "in the regular course of or as an incident to" managing or investing in the property;

- a broker's employee collecting rent for or on behalf of the broker;

- a person performing property-manager duties, provided he or she maintains an office on the property and does not engage in property management for any other property;

- a person performing property-manager duties for a common-interest community, a condominium hotel association, a condominium project, a time share, or a planned unit development, if "the person is a member in good standing of, and, if applicable, holds a current certificate, registration or other similar form of recognition from, a nationally recognized organization or association for persons managing such properties that" the Division has approved; or

- a person performing property-manager duties for property used for subsidized residential housing.

Section 645.019 amended 2003; § 645.0195 enacted 1997; § 645.030 amended 2005.

Nev. Rev. Stat. §§ 645.019, .0195, .030 (2015)

Registration/Licensing/Certification of Rental Properties

Nevada does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Nevada, Reasonable Accommodation

A person may not refuse to:

- permit a person with a handicap, at his or her own expense, to make reasonable modifications to a dwelling occupied or to be occupied by the person, if the modifications are necessary to afford the person full enjoyment of the dwelling, provided that in the case of a rental a landlord may reasonably condition such permission on the tenant agreeing to

restore the dwelling to the condition existing before modification, normal wear and tear excepted;

- make reasonable accommodation in rules, policies, practices or services when the accommodation may be necessary to give a disabled person equal opportunity to use and enjoy the dwelling.

A landlord may not increase the customary security deposit because the person has requested authorization to modify a dwelling, except that the landlord may require the person to deposit a reasonable additional amount of security if it is necessary to ensure restoration, does not exceed the actual cost of restoration and is deposited by the landlord in an interest-bearing account. Any interest earned must be paid to the person requesting authorization.

A covered multifamily dwelling must be constructed so that it contains at least one entrance accessible to a disabled person, unless the terrain or unusual site characteristics make doing so impractical. A covered multifamily dwelling with at least one entrance accessible to a disabled person must be constructed so that:

- the common areas of the dwellings are accessible to and usable by disabled persons;

- all dwelling doors allow entry and exit by persons in wheelchairs; and

- all dwelling units contain an accessible route into and through the dwelling; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms permit an individual to maneuver a wheelchair about the space.

<u>Exceptions</u>: The above prohibitions do not apply to:

- a single-family house sold or rented by an owner if:

- "the owner does not own more than three single-family houses at any one time or the owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time"; and

- the house was rented without the use in any manner of the sales or rental facilities or the sales or rental services of any Nevada-licensed real estate broker, broker-salesperson or salesperson licensed";

- rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner actually resides in one of the living quarters, and the owner has not within the preceding 12-month period participated:

  - "as the principal in three or more transactions involving the sale or rental of any dwelling or any interest therein"; or

  - "as an agent, otherwise than in the sale of his or her own personal residence in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein."

A landlord may not refuse to rent a dwelling to a disabled person because an animal will be residing with the tenant in the dwelling, if the animal assists, supports or provides service to the disabled person.

Any person aggrieved by a discriminatory housing practice may file a complaint with the Nevada Equal Rights Commission pursuant to Nev. Rev. Stat. 233.160. A person may also file an action in the district court to enforce the above restrictions not than less year after the occurrence or termination of an alleged violation. If the court determines that the defendant committed a violation and the plaintiff was injured thereby, the court may award injunctive relief and may award actual and punitive damages, court costs and attorney fees to the plaintiff.

Sections 118.060 amended 1997, §§ 118.065, .110, .120 amended 1995, § 118.100 amended 2011.

Nev. Rev. Stat. §§ 118.060, .065, .100, .110, .120 (2019)

Nevada, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

In an action for possession based on nonpayment of rent or for rent when the tenant is in possession, the tenant may counterclaim for any sums he or she may recover under the rental agreement or law. If it appears that money may be due the landlord by the tenant after the day of the hearing or if judgment is delayed for any reason, the court must require a tenant who remains in possession of the premises to deposit with the court a reasonable amount to satisfy the obligation, but not more than one day's rent for each day until the new hearing date. If the tenant fails to deposit the entire amount required within 24 hours after the original hearing, the tenant forfeits the right to a hearing and the court must at that time grant a judgment for eviction without further hearing.

The court must order the tenant to pay the landlord any rent that is not disputed and determine the amount due to each party. Upon either party's application, the court, after notice and opportunity for hearing, may for good reason release to either party, in whole or in part, the rent paid into court by the tenant. The court will award the prevailing party the amount owed and give judgment for any other sums due.

Amended 1985.

Nev. Rev. Stat. § 118A.490 (2019)

Abandonment of the Premises

If a tenant abandons real property, the landlord must make reasonable efforts to rent it at a fair rental, and if he does so for a term beginning before the rental agreement with the former tenant expires, or if the landlord, despite reasonable efforts, is unable to rent the property before the rental agreement is otherwise terminated, the former tenant is liable for any actual damages which may result from the abandonment. If the landlord fails to make reasonable efforts to rent the

premises, the former tenant is liable for any actual damages occurring before the landlord had reason to believe the property was abandoned.

If a tenant abandons real property before the rental agreement expires pursuant to its terms, the rental agreement terminates when:

- the tenant gives the landlord notice of his or her intention to abandon the property and the landlord accepts the surrender of the property;
- the landlord rents the property to another tenant;
- the property is deemed abandoned pursuant to Nev. Rev. Stat. § 118.195;
- the rental agreement is terminated by court order or pursuant to law; or
- the rental agreement expires pursuant to its terms.

If a landlord reasonably believes that a tenant has abandoned real property, and rent is in default, the landlord may serve the tenant with a written notice of the landlord's belief that the property has been abandoned. If the tenant fails to pay the rent due and provide the landlord with written notice stating the tenant's intent not to abandon the property and setting forth an address at which the tenant may be served with process, the property is deemed abandoned and the rental agreement is deemed terminated.

Real property is not deemed abandoned if the tenant proves that at the time the landlord served notice there was not a default in payment of rent or it was not reasonable for the landlord to believe the tenant had abandoned the real property.

Note: The fact that the landlord knew that the tenant left personal property on the premises, does not, standing alone, justify a finding that the landlord did not reasonably believe the tenant had abandoned the real property.

In absence of notice of the fact of abandonment, it is presumed that the tenant has abandoned a dwelling if the tenant is absent from the premises for a period equal to one-half the time for periodic rent payments, unless rent is current or the tenant has notified the landlord in writing of the intended absence.

Sections 118.175, .185, .195 enacted 1991; § 118A.440 enacted 1977.

Nev. Rev. Stat. §§ 118.175, .185, .195; 118A.440 (2019)

Waiver of Right to Terminate

No provisions regarding waiver of the landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

The landlord must reasonably provide for safe storage of personal property abandoned on the premises by a former tenant or left thereon after eviction for 30 days after the abandonment or eviction or end of the rental period. The landlord may collect the reasonable and actual costs of inventory, moving and storage before releasing the property to the tenant within the 30-day period. The landlord is liable only for his negligent or wrongful acts in storing the property.

After the 30-day period expires, the landlord may dispose of the property and recover reasonable costs out of the property or the value thereof if the landlord has made reasonable efforts to locate the tenant, has notified the tenant in writing of his or her intention to dispose of the property and 14 days have elapsed since the notice was given to the tenant, by mailing it to the tenant's present address, or if unknown, the tenant's last known address.

During the five-day period following the eviction or lockout of a tenant, the landlord must provide the former tenant a reasonable opportunity to retrieve essential personal effects, including, without limitation, medication, baby formula, basic clothing and personal care items.

Note: Vehicles must be disposed of as provided in Nev. Rev. Stat. ch. 487 for abandoned vehicles.

Amended 2019.

Nev. Rev. Stat. § 118A.460 (2019)

Security Deposits

"Security" is any payment, deposit, fee or charge that is used for any of the following:

- remedying any tenant default in the payment of rent;
- repairing damages to the premises, normal wear and tear excepted; or
- cleaning the dwelling.

  Exception: Security does not include any payment to secure an option to purchase the premises.

In lieu of paying all or part of the security demanded by the landlord, a tenant may, with the landlord's consent, purchase a security bond to secure the tenant's "security" obligations. The landlord may not demand security or a surety bond, or a combination thereof, including the last month's rent exceeding three months' periodic rent.

When the tenancy is terminated by either party for any reason, the landlord may claim from the security and/or bond only such amounts as are reasonably necessary to remedy any tenant rent default, to repair damages caused by the tenant or to pay cleaning costs. The landlord must provide the tenant with a written itemization of the disposition of the security or surety bond and return any balance to the tenant no later than 30 days after the tenancy terminates by personally handing it to the tenant at the place where rent is paid or mailing it to the tenant's present address, or if unknown, the tenant's last known address.

If the tenant disputes any item contained in the itemization, the tenant may send a written response disputing the item to the surety. If the tenant does so within 30 days after receiving the itemization, the surety may not report the landlord's claim to a credit reporting agency unless the surety obtains a judgment against the tenant.

If the landlord does not return the balance of a security deposit within 30 days after termination of the tenancy, the landlord is liable to the tenant in an amount equal to the whole security deposit, plus an amount to be determined by the court, not to exceed the amount of the entire deposit.

Note: Except for an agreement providing for a nonrefundable reasonable cleaning charge, no rental agreement may characterize any security as nonrefundable.

Amended 2009.

Nev. Rev. Stat. §§ 118A.240, .242 (2019)

Nevada, Tenant Screening

State Fair Housing Requirements

A person may not, because of race, color, religious creed, sex, sexual orientation, gender identity or expression, national origin, disability, ancestry or familial status:

- refuse to rent, or negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any person;

- discriminate against a person in the terms, conditions or privileges of rental of a dwelling, including amount of brokerage or breakage fees, deposits or other undue penalties, or in the furnishing of facilities or services in connection therewith;

- print, publish or use, or cause to printed, published or used, any notice, statement, advertisement or application with respect to the rental of real property that indicates a preference, limitation, specification or discrimination on the basis of race, color, religion, sex, national origin, disability, ancestry or familial status or an intention to make such preference, limitation, specification or discrimination; or

- represent that a dwelling is not available for inspection, sale or rental when in fact it is available.

"Familial status" means the fact that a person:

- lives with a minor child and has lawful custody;

- lives with a minor child and has written permission to do so from the person who has lawful custody of the child;

- is pregnant; or

- in the process of adopting or securing legal custody of a minor child.

Exceptions: The above prohibitions do not apply to:

- a single-family house sold or rented by an owner if:

    - "the owner does not own more than three single-family houses at any one time or the owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time"; and

    - the house was rented without the use in any manner of the sales or rental facilities or the sales or rental services of any Nevada-licensed real estate broker, broker-salesperson or salesperson licensed";

- rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner actually resides in one of the living quarters, and the owner has not within the preceding 12-month period participated:

    - "as the principal in three or more transactions involving the sale or rental of any dwelling or any interest therein"; or

    - "as an agent, otherwise than in the sale of his or her own personal residence in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein."

Any person aggrieved by a discriminatory housing practice may file a complaint with the Nevada Equal Rights Commission pursuant to Nev. Rev. Stat. 233.160. A person may also file an action in the district court to enforce the above restrictions not later than one year after the occurrence or termination of an alleged violation. If the court determines that the defendant committed a violation and the plaintiff was injured thereby, the court may award injunctive relief and may award actual and punitive damages, court costs and attorney fees to the plaintiff.

Sections 118.060 amended 1997, §§ 118.065, .110, .120 amended 1995, § 118.100 amended 2011.

Nev. Rev. Stat. §§ 118.060, .065, .100, .110, .120 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

New Hampshire

New Hampshire, Condition of Rental Property

Habitability Requirements

A landlord may not bring an action for possession of the leased residential premises based on nonpayment of rent if the premises are in substantial violation of standards of fitness for health and safety set forth in N.H. Rev. Stat. ch. 48-A or in local codes, ordinances or bylaws established thereunder, and the violations materially affect habitability of the rental premises, if:

- the tenant provides clear and convincing evidence that he provided written notice of the violation to the person to whom rent is customarily paid; and

- the landlord did not correct the violation within 14 days of receipt of the notice, or, in an emergency, as promptly as conditions require.

A landlord must investigate a tenant's report of an insect infestation, including bed bugs, or rodents in the tenant's leased premises, within seven days of receiving notice of an alleged infestation from the tenant or a municipal health or housing code authority, and must take reasonable measures to remediate an infestation.

Section 540:13-d amended 1985; § 540-A:3 amended 2015.

N.H. Rev. Stat. Ann. §§ 540:13-d, 540-A:3 (2019)

Essential Services

A landlord may not willfully cause the interruption or termination of any utility service supplied to the tenant including water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether under the landlord's control or not, except for necessary temporary interruptions while repairs are made or during temporary emergencies.

A tenancy may not be terminated for nonpayment of rent if:

- the tenant was forced to assume the landlord's obligation to make utility payments in order to prevent utility services from being discontinued;

- the amount of rent in arrears does not exceed the amount paid by the tenant to maintain utility service; and

- the tenant has receipts or other proof of payment of the amount paid.

A tenant who has obtained a protective order granting him or her possession of the leased premises to the exclusion of other household members or tenants may request that the landlord replace, or reconfigure for a new key, unit locks at the tenant's expense. The landlord must comply if presented with a copy of the protective order.

Section 540:2 amended 2013; § 540-A:3 amended 2015.

N.H. Rev. Stat. Ann. §§ 540:2(VI), (VII); 540-A:3(I) (2019)

Repairs

No relevant provisions were located.

Landlord's Right of Entry

A tenant may not "willfully refuse the landlord access to the premises to make necessary repairs, or perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances."

A tenant may not refuse the landlord access to make emergency repairs, which includes entry "to evaluate, formulate a plan for remediation of, or engage in emergency remediation of an infestation of rodents or insects, including bed bugs, provided such infestation-related emergency entry took place within 72 hours of the time that the landlord first received notice of the infestation."

Amended 2015.

N.H. Rev. Stat. Ann. § 540-A:3 (2019)

New Hampshire, Property Management Licensing

New Hampshire does not separately license real estate managers.

However, any individual or entity who, for another, and for compensation or other valuable consideration, rents or leases real estate, offers to rent or lease real estate, negotiates or offers to negotiate rental or leasing of real estate, lists or agrees to list real estate for rental or lease, assists or directs in the procuring of prospective prospects to result in the leasing or rental of real estate, collects or attempts to collect rent for the use of real estate or assists or directs negotiation of any transaction calculated or intended to result in the leasing or rental of real estate, must be licensed as either a real estate salesperson or real estate broker by the New Hampshire Real Estate Commission. Thus, to the extent a person engaged in property management performs any of those activities, he or she would need to be licensed. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—New Hampshire**.

Amended 2015.

N.H. Rev. Stat. Ann. § 331-A:2 (2019)

Registration/Licensing/Certification of Rental Properties

New Hampshire does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

New Hampshire, Reasonable Accommodation

State Fair Housing Requirements

It is unlawful for any person to discriminate in the rental, or otherwise make unavailable or deny a dwelling to a renter, or discriminate against any person in the terms, conditions or privileges of rental of dwelling or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;
- a person residing or intending to reside in the dwelling after it is rented; or
- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing housing accommodations occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided that a landlord may condition such permission on the renter agreeing to restore the interior of the premises to the condition existing before modification, normal wear and tear excepted;
- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a dwelling;
- in connection with "covered multifamily dwellings," failure to design and construct such property in a manner that:
    - the common-use and public-use areas of the residential real property are readily accessible to and usable by a person with a disability;

- all doors into and within all premises within the residential real property are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

- ensures that all premises within the residential real property contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

  Note: "Covered multifamily dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions:

- The above prohibitions do not apply to rental of a housing accommodation in a building containing accommodations for not more than three families living independently, if the owner resides in one.

- The above prohibitions do not apply to a single-family house rented by an owner if the owner does not own more than one single-family house at any one time, provided that the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of any employee or agent of a licensed broker, agent or salesperson, or the facilities or services of any person in the business of selling or renting dwellings; and without the use of discriminatory advertising.

- A religious institution, society or organization, or nonprofit institution or organization operated, supervised or controlled by a religious institution, society or organization, may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes and give preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color, or national origin.

- The prohibitions related to discrimination based on familial status do not apply to "housing for older persons" as defined by N.H. Rev. Stat. Ann. § 354-A:15.

- In no event need a dwelling be made available to a person whose tenancy would constitute a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others.

A person aggrieved by a discriminatory housing practice may file a complaint with the New Hampshire Human Rights Commission. If conciliation efforts fail to resolve a complaint, and the investigating commissioner makes a probable cause determination that a discriminatory practice has occurred, the respondent may elect to have the claims removed to the superior court, in lieu of an administrative hearing. If the civil suit option is not chosen, and it is found that a respondent has engaged in a violation, the Commission will issue an order awarding appropriate relief, which may include compensatory damages to the aggrieved person and injunctive and other equitable relief. A civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations may also be imposed.

An aggrieved party may also bring a direct civil action at the expiration of 180 days after the filing of a complaint with the Commission but not later than three years after the occurrence of the alleged discriminatory housing practice. Civil suit is not available if a hearing before the Commission has begun. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff.

Sections 354-A:2 and 354-A:10 amended 2018; §§ 354-A:12, :21, :21-a amended 2006; § 354-A:13 enacted 1992; § 354-A:15 amended 2014.

N.H. Rev. Stat. Ann. §§ 354-A:2, :10, :12, :13, :15, :21, :21-a (2019)

New Hampshire, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

The owner of the following *nonrestricted* properties rented for residential purposes may terminate any tenancy by giving the tenant or occupant notice in writing to quit the premises in accordance with procedures herein:

- single-family houses, if the owner does not own more than three single-family houses at one time;

- rental units in owner-occupied buildings containing no more than four dwellings; or

- single-family houses acquired by banks or other mortgagees through foreclosure.

The owner of all other residential property (*restricted* property) may terminate any tenancy by giving written notice to the tenant or occupant only for specified reasons, including neglect or refusal to pay rent due and in arrears upon demand, in accordance with the following procedures.

With respect to all residential tenancies, seven days' notice of eviction is sufficient.

The eviction notice must state the reason for the eviction and inform the tenant of his or her right to avoid eviction by payment of the arrearages and liquated damages. The district court must provide forms for demand for rent and eviction notice, which must be served pursuant to N.H. Stat. Ann. § 540:5.

A demand for rent may be made when the rent is due or while it is in arrears, but no more than the amount in arrears may be demanded. A tenancy may not be terminated for nonpayment of rent, utility charges or other lawful charges contained in the parties' agreement if the tenant, before the notice expires pays or tenders all arrearages, plus $15 as liquidated damages, provided a tenant may not defeat an eviction by such payment more than three times within a 12-month period.

An owner may bring an eviction action for possession against a tenant holding the premises without right after notice to quit. The landlord may, at his or her option, make a claim for unpaid rent and in such cases the court must consider any defense, claim or counterclaim asserted by the tenant which offsets or reduces the amount owed to the landlord. If the court finds the landlord is entitled to possession, it will award the landlord a money judgment, but such judgment is limited to $1,500, which does not preclude either party from making a subsequent claim to recover additional amounts in excess of $1,500.

During the pendency of the possessory action, the landlord may accept payment of the rental arrearages without creating a new tenancy, if the landlord informs the tenant in writing of the landlord's intent to proceed with eviction despite the acceptance of rent. The landlord may also refuse payment and proceed with eviction.

Eviction proceedings for nonpayment of rent may not be maintained if the premises are in substantial violation of standards of fitness for health and safety and the violation(s) materially affect the habitability of the premises, provided:

- the tenant proves that while current with rent, notice of the violation was provided to the person to whom rent is customarily paid;
- the landlord failed to correct the violation within 14 days of the receipt of written notice, or in an emergency, as promptly as conditions require;
- the violations were not caused by the tenant, a family member or other person on the premises with the tenant's consent;
- necessary repairs have not been prevented due to extreme weather conditions or due to the tenant's failure to allow the landlord reasonable access to the premises.

If the tenant raises any such defense, the court may continue the action for up to one month, to allow the landlord to remedy the violation. The tenant must pay into court any rent withheld or becoming due thereafter as it becomes due. If the court finds that the violation has been cured, the court must:

- dismiss the possessory action;
- award the withheld rent to the landlord or apportion the rent paid into court by paying the landlord the fair rental value of the premises while in the defective condition and awarding the remainder to the tenant as damages or the landlord's breach of the warranty of habitability.

Sections 540:2; :5 amended 2013; § 540:3 amended 2006; § 540:8 enacted 1905; § 540:9 amended 2000; § 540:12 enacted 1939; § 540:13 amended 1998; § 540:13-d amended 1985.

N.H. Rev. Stat. Ann. §§ 540:2, :3, :5, :8, :9, :13, :13-d (2019)

Abandonment of the Premises

Abandonment of possession occurs when all tenants have physically vacated the premises with no intent to return. There is a rebuttable presumption of abandonment if:

- the landlord provided all tenants with a written property abandonment notice; and
- at least two of the following conditions were present:
    - all adult tenants of the leased premises have given the landlord written notice of their intent to vacate by a certain date and that date has passed, provided notice from one adult tenant who has lawful possession of the premises will suffice;
    - all keys to the premises have been returned to the landlord, which includes leaving the keys in the premises;
    - the tenant(s) have removed all or the majority of their personal property from the premises, with any remaining items being inconsistent with the continued use of the premises;
    - the tenant(s) have failed or neglected to pay rent for a period of more than 91 days, provided the landlord during that period, if requested to do so, provided ordinary and reasonable verification of rental information to any agency assisting the tenants and

did not refuse to accept payment on behalf of the tenant by any agency offering assistance.

The written notice of abandonment must state the reasons the landlord deems the property abandoned with specificity and advise the tenant of their right to retrieve personal property and the right to file an action. A form of the notice that is deemed sufficient is set forth in N.H. Rev. Stat. Ann. § 540-A:4(XII).

Abandonment may be used as a defense in certain actions brought or counterclaims asserted by a tenant.

Amended 2013.

N.H. Rev. Stat. Ann. § 540-A:4 (2019)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

"[A] landlord shall maintain and exercise reasonable care in the storage of the personal property of a tenant who has vacated the premises, either voluntarily or by eviction, for a period of 7 days after the date upon which such tenant has vacated. During this period, the tenant shall be allowed to recover personal property without payment of rent or storage fees. After the 7-day limit has expired, such personal property may be disposed of by the landlord without notice to the tenant."

A landlord may remove the following property at the expense of the item's owner, after giving notice as required by § 540-A:3(II-b) and /or (II-c):

- any vehicle, motorcycle, trailer, ATV or other property that blocks vehicular access to a common driveway, fire lane, parking area, travel lane or dumpster;

- property that is leaking fluids that are damaging a parking surface or creating an environmental hazard; or

- property that is located in a posted no-parking area, unregistered or inoperable, or parked or stored in a manner prohibited under the lease.

A landlord who removes such property may not initiate a possessory action based on the tenant's failure to remove the property, but may initiate eviction if the tenant's failure caused substantial damage to the landlord's or another tenant's property or injury to another person.

Section 540-A:3 amended 2015; § 540-A:4 amended 2013.

N.H. Rev. Stat. Ann. §§ 540-A:3(II), (VII); 540-A:4(XII) (2019)

Security Deposits

A landlord may not demand a security deposit exceeding the greater of one month's rent or $100. Such deposits are held in trust by the landlord for the tenant and must be deposited in a trust account at any bank, savings and loan or credit union organized under New Hampshire law. Upon request, the landlord must provide the tenant with the name of the depository, the account number, amount of deposit and interest rate on the deposit, and must allow the tenant to examine security deposit records.

If a deposit is held for a period of one year or longer, the landlord must pay interest on it at the rate paid on regular savings in the depository where the security is deposited. The tenant may request interest accrued on the deposit every three years, 30 days before that year's tenancy expires.

Upon receiving a security deposit, the landlord must provide written notice to the tenant that a written list of any conditions in the unit in need of repair or correction should be given to the landlord within five days of occupancy.

A landlord must return a security deposit, with any interest, within 30 days from the tenancy's termination. Damages to the premises may be deducted, in which case the landlord must provide the tenant with an itemization of the damages and indicate with particularity the nature of any necessary repair and satisfactory evidence that the repair has been done or will be completed. If the tenant is required under the lease to pay all or part of any increase in real estate taxes levied against the property and becoming due and payable during the term of the lease, or if there is unpaid rent or other lawful charges due under the lease which remain unpaid, the landlord may deduct such amounts from the security deposit. The landlord must provide the tenant with a written, itemized list of any claim for such unpaid amounts, which must indicate with particularity the period for which the claim is being made.

A landlord who does not comply with the above requirements regarding interest on and return of the deposit is liable to the tenant for twice the amount of the security deposit plus interest due, less any payments made and any charges owing for damages, unpaid rent or share of real estate taxes.

Any deposits plus interest due thereon become the property of the landlord if the tenant does not claim it within six months of the termination of the tenancy.

Exceptions:

- A landlord is not liable nor forfeits his rights to the deposit, if failure to comply with the above requirements is due to the tenant's failure to give the landlord his or her new address when the tenancy terminates.

- The following persons are not subject to these security deposit requirements:

    - a person renting or leasing a single-family residence who owns no other rental property; or

    - a person who rents or leases rental units in an owner-occupied property of no more than five units, except for a unit which is occupied by a person aged 60 years or older.

Sections 540-A:5 and 540-A:8 enacted 1985; § 540-A:6 amended 2014; § 540-A:7 amended 2006.

N.H. Rev. Stat. Ann. §§ 540-A:5, :6, :7, :8 (2019)

New Hampshire, Tenant Screening

State Fair Housing Requirements

It is unlawful, because of age, gender identity, race, color, religion, sex, marital status, familial status, national origin, or physical or mental disability, to:

- refuse to rent a dwelling after the receipt of a bona fide offer;
- refuse to negotiate for the rental of a dwelling to any person;
- discriminate against a person in the terms, conditions or privileges of a rental of a dwelling or in the furnishing of facilities or services in connection therewith;
- represent to a person that any dwelling is not available for inspection, sale, rental, or lease when in fact it is available; or
- otherwise make unavailable or deny a dwelling to any person.

It is also a discriminatory practice for a person to make, print or publish or cause the making, printing, or publication of a statement, advertisement or notice, that indicates a preference, limitation or discrimination on the basis of age, race, color, religion, creed, sex, gender identity, marital status, familial status, national origin, or physical or mental disability.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;
- the designee of the parent or other person having custody of and domiciled with a minor child, with the written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions do not apply to rental of a housing accommodation in a building containing accommodations for not more than three families living independently, if the owner resides in one.

- The above prohibitions do not apply to a single-family house rented by an owner if the owner does not own more than one single-family house at any one time, provided that the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of any employee or agent of a licensed broker, agent or salesperson, or the facilities or services of any person in the business of selling or renting dwellings; and without the use of discriminatory advertising.

- A religious institution, society or organization, or nonprofit institution or organization operated, supervised or controlled by a religious institution, society or organization, may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes and give preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color, or national origin.

- The prohibitions related to discrimination based on familial status do not apply to "housing for older persons" as defined by N.H. Rev. Stat. Ann. § 354-A:15.

A person aggrieved by a discriminatory housing practice may file a complaint with the New Hampshire Human Rights Commission. If conciliation efforts fail to resolve a complaint, and the investigating commissioner makes a probable cause determination that a discriminatory practice has occurred, the respondent may elect to have the claims removed to the superior court, in lieu of an administrative hearing. If the civil suit option is not chosen, and it is found that a respondent has engaged in a violation, the Commission will issue an order awarding appropriate relief, which may include compensatory damages to the aggrieved person and injunctive and other

equitable relief. A civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations may also be imposed.

An aggrieved party may also bring a direct civil action at the expiration of 180 days after the filing of a complaint with the Commission but not later than three years after the occurrence of the alleged discriminatory housing practice. Civil suit is not available if a hearing before the Commission has begun. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff.

Sections 354-A:2 and 354:10 amended 2018; §§ 354-A:21 and 354-A:21-a amended 2006; § 354-A:13 enacted 1992; § 354-A:15 amended 2014.

N.H. Rev. Stat. Ann. §§ 354-A:2, :10, :13, :15, :21, :21-a (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

New Jersey

New Jersey, Condition of Rental Property

Habitability Requirements

The Department of Community Affairs establishes standards of habitability applicable to any housing unit which is rented.

Every dwelling unit must be provided with a safe supply of potable water meeting standards set forth in the New Jersey Safe Drinking Water Act and approved by the New Jersey Department of Environmental Protection.

Every dwelling unit shall contain a kitchen sink, a lavatory, and a bathtub or shower available only for the use of occupants of that dwelling unit and must be accessible from within the building without passing through any part of any other dwelling unit.

Every plumbing fixture must be connected to water and sewer systems approved by the New Jersey Department of Environmental Protection and/or the local health agency, and must be maintained in good working condition.

Every dwelling unit must be free from rodents, vermin and insects. Every building, dwelling unit and all other areas of the premises must be clean and free from garbage or rubbish and hazards to safety.

Every foundation, floor, wall, ceiling, door, window, roof or other part of a building must be kept in good repair and capable of the use intended by its design.

Section 52:27D-285 enacted 1984; rules history unknown.

N.J. Stat. Ann. § 52:27D-285 (2019); N.J. Admin. Code. §§ 5:28-1.10, -1.3, -1.4 (LexisNexis 2019)

Provision of Essential Services

Every kitchen sink, lavatory, and bathtub or shower must be connected to both hot and cold water lines.

Every dwelling must have water heating facilities which are installed and maintained in good and safe working condition, connected with the hot water lines, and capable of delivering water at a minimum temperature of not less than 120 degrees Fahrenheit and at a maximum temperature of not more than 140 degrees Fahrenheit at all times in accordance with anticipated need.

Every dwelling unit must be provided with electric service and have heating facilities which are properly installed, and maintained in good and safe working condition.

History unknown.

N.J. Admin. Code §§ 5:28-1.4, .6, .8 (LexiNexis 2019)

Repairs

Whenever any building is damaged by fire, without the fault of the tenant, the landlord must repair the building as speedily as possible. In default of such repair the rent shall cease until the building is completely repaired.

If the landlord, after receiving proper notice, fails to remedy a condition that is hazardous to the tenant, the tenant may file a complaint to appoint a receiver.

Amended 2003.

N.J. Stat. Ann. §§ 2A:42-117, 46:8-6 (2019)

Right of Entry

A landlord may not enter the dwelling unit unless the tenant provides consent.

Amended 2005.

N.J. Stat. Ann. § 2A:39-1 (2019)

New Jersey, Property Management Licensing

New Jersey does not separately license real estate managers.

For purposes of New Jersey's real estate licensing laws, a "real estate broker" includes any person or entity who, for consideration, rents or offers or attempts to negotiate a rental of real estate, collects or offers to collect rent or "assists or directs in the procuring of prospects or the negotiation or closing of any transaction which does or is contemplated to result in the . . . leasing [or] renting . . . of any real estate." Thus, a property manager must have a real estate broker license, only if he or she engages in any of those activities. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—New Jersey**.

Amended 2018.

N.J. Stat. Ann. § 45:15-3 (2019)

Registration/Licensing/Certification of Rental Properties

Every landlord at the time of the first tenancy in any newly constructed or reconstructed building must file a certificate of registration, on prescribed forms, with the municipal clerk of the municipality in which the residential property is located in the case of a one-dwelling unit rental or a two-dwelling unit non-owner occupied premises. The filing must be made with the Bureau of Housing Inspection in the Department of Community Affairs in the case of a multiple dwelling. A copy of the registration must be provided to a tenant at the time of the creation of a new tenancy.

Sections 46:8-27, -28 amended 2003; § 46:8-28.5 enacted 2007; § 45:8-29 amended 2001.

N.J. Stat. Ann. §§ 46:8-27, -28, -28.5, -29 (2019)

New Jersey, Reasonable Accommodation

"A person with a disability is entitled to rent, lease or purchase, as other members of the general public, all housing accommodations offered for rent, lease, or compensation in [New Jersey], subject to the rights, conditions and limitations established by law."

A person renting or leasing property is not required to modify the property in any way to provide a higher degree of care for a person with a disability than for any other person.

A person with a disability who has a service or guide dog, or who obtains a service or guide dog, or who retains their former service or guide dog as a pet after its retirement from service, is entitled to full and equal access to all housing accommodations and shall not be required to pay extra compensation for such dog, but is liable for any damages done to the premises by the dog. "Any provision in any lease or rental agreement prohibiting maintenance of a pet or pets on or in the premises shall not be applicable to a working service or guide dog, or a retired service or guide dog, owned by a tenant who is a person with a disability."

The failure to design and construct any multifamily dwelling units of four units or more in accordance with barrier-free standards pursuant to N.J. Stat. Ann. § 52:27D-123 constitutes unlawful discrimination. The standards must meet or exceed the standards established under the federal "Fair Housing Amendments Act of 1988."

Amended 2003

N.J. Stat. Ann. §§ 10:5-12.4, -29.2 (2019)

New Jersey, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may remove a tenant when a person holds over after a default in the payment of rent, pursuant to the agreement under which the premises are held. The landlord must serve a notice of termination of the tenancy to the tenant and demand for the tenant to remove from the premises within three days from the service of the notice.

Section 2A:18-53 amended 1991; § 2A:18-61.1 amended 2013.

N.J. Stat. Ann. §§ 2A:18-53, -61.1 (2019)

Abandonment of the Premises

No relevant provisions were located.

Disposition of Tenant's Property

If a landlord reasonably believes the tenant has abandoned the premises, the landlord may dispose of any personal property left upon the premises after giving notice pursuant to N.J. Stat. Ann. § 2A:18-73. To remove the property the landlord must have obtained a warrant for removal and the premises must have been restored to the landlord, or the tenant must have given written notice that he voluntarily relinquished possession of the premises.

To dispose of a tenant's property the landlord must first give written notice to the tenant, sent by certified mail to the tenant's last known address. The notice must state that the property is considered abandoned and must be removed from the premises after 30 days from the delivery of the notice. The notice must also state that if the abandoned property is not removed the landlord may sell the property at a public or private sale, or that the landlord may otherwise dispose of the property.

After the landlord notifies the tenant that he will dispose of the abandoned personal property, the landlord must exercise reasonable care to store the property before he may sell it after the 30-day notice period. A landlord may store the tenant's personal property in a commercial storage facility.

If the tenant recovers the personal property within the 30-day notice period, the tenant must reimburse the landlord for the reasonable cost of storage for the period the property was in the landlord's safekeeping, including the reasonable cost of removal of the property to the storage facility.

If the landlord sells the personal property the landlord may deduct from the proceeds the amount of the storage and sale, plus any unpaid rent not covered by the security deposit. The landlord must submit the remaining amount of the proceeds to the tenant.

If a landlord seizes and retains a tenant's personal property without complying the above requirements, the tenant is not liable for reimbursement to the landlord for storage and removal costs and is entitled to recover up to twice the actual damages sustained by the tenant.

Section 2A:18-72 amended 2001; all other statutes enacted 1999.

N.J. Stat. Ann. §§ 2A:18-72, -73, -74, -75, -77, - 80, -82 (2019)

Security Deposits

The landlord must deposit all security deposits within 30 days from receiving the deposit in trust. The landlord must invest the money in shares of an insured money market fund established by an investment company based in New Jersey and registered under the "Investment Company Act of 1940." The security deposit continues to be the property of the tenant and may not be mingled with the landlord's personal property. The interest or earnings paid from the interest trust account belongs to the tenant.

The landlord must return the tenant's security deposit, along with the interest accrued, within 30 days after the termination of the tenant's lease by personal delivery, or registered or certified mail. If the landlord withholds any charges in accordance with the terms of a lease, the deductions must be itemized. If the tenant is displaced by fire, flood, condemnation, or evacuation, the landlord must return the tenant's security deposit, plus any interest accrued, within five business days after the displacement.

In any action by a tenant,or person acting on behalf of a tenant, for the return of such moneys, the court upon finding for the tenant will award double the amount of said moneys, together with full costs of any action and, in the court's discretion, reasonable attorney's fees. If the landlord willfully and intentionally withholds security deposits, the landlord is liable for a civil penalty not less than $500 nor more than $2,000 for each offense.

A landlord may not require security of more than one and one-half times one month's rent according to the terms of the lease.

Sections 46:8-19, -21.2 amended 2003; § 46:8-21.1 amended 2010.

N.J. Stat. Ann. §§ 46:8-19, -21.1, -21.2 (2019)

New Jersey, Tenant Screening

State Fair Housing Requirements

"All persons shall have the opportunity to obtain employment, and to obtain all the accommodations, advantages, facilities, and privileges of any place of public accommodation, publicly assisted housing accommodation, and other real property without discrimination because of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, liability for service in the Armed Forces of the United States, nationality, sex, gender identity or expression or source of lawful income used for rental or mortgage payments, subject only to conditions and limitations applicable alike to all persons. This opportunity is recognized as and declared to be a civil right."

It is unlawful discrimination for any owner, lessee, proprietor, or manager to commit the following actions against any person because of their status of race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, familial status, disability, liability for service in the Armed Forces of the United States, nationality, or source of lawful income used for rental or mortgage payments:

- withhold from or deny to any person any of the accommodations, advantages, facilities or privileges or to discriminate in the furnishing thereof;

- directly or indirectly publish, circulate, issue, display, post or mail any written or printed communication, notice, or advertisement to the effect that any of the accommodations, advantages, facilities, or privileges of any such place will be refused, withheld from, or denied to any person on account of their status;

- to refuse to rent, lease, assign, or sublease or otherwise to deny to or withhold from any person or group of persons any real property or part or portion thereof because of their status;

- to discriminate against any person in the conditions or privileges of the rental or lease of any real property or part or portion thereof or in the furnishing of facilities or services in connection therewith because of their status;

- to print, publish, circulate, issue, display, post or mail, or cause to be printed, published, circulated, issued, displayed, posted or mailed any statement, advertisement, publication or sign, or to use any application form for the purchase, rental, lease, assignment or sublease of any real property or part or portion thereof, or to make any record or inquiry in connection with the prospective purchase, rental, lease, assignment, or sublease of any real property, or part or portion thereof which expresses, directly or indirectly, any limitation, specification or discrimination as to a person's status;

- to refuse to rent, assign, lease or sublease, or offer for rental, lease, assignment, or sublease any real property or part or portion thereof to any person or group of persons or to refuse to negotiate for the rental, lease, assignment, or sublease of any real property or part or portion thereof to any person or group of persons because of their status;

- to represent that any real property or portion thereof is not available for inspection, sale, rental, lease, assignment, or sublease when in fact it is so available, or otherwise to deny or withhold any real property or any part or portion of facilities thereof to or from any person or group of persons because of their status; or

- for any person to aid, abet, incite, compel, coerce, or induce or to attempt to conspire to do any act of discrimination listed above.

Exceptions: The above provisions do not apply to the rental of: (1) a single apartment or flat in a two-family dwelling, the other occupancy unit of which is occupied by the owner as a residence; or (2) a room or rooms to another person or persons by the owner or occupant of a one-family dwelling occupied by the owner or occupant as a residence at the time of such rental.

Any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, which is operated, supervised, or controlled by or in connection with a religious organization, in the sale, lease, or rental of real property, may limit admission to or give preference to persons of the same religion or denomination or make such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

Provision regarding discrimination on the basis of familial status do not apply with respect to housing for older persons:

- intended for, and solely occupied by persons 62 years of age or older;
- intended and operated for occupancy by at least one person 55 years of age or older per unit; or
- facilities specifically designed to meet the physical or social needs of older persons.

Sections 10:5-4 amended 2017; § 10:5-5 amended 2019 § 10:5-12 amended 2019.

N.J. Stat. Ann. §§ 10:5-4, -5, -12 (2019)

Other Provisions Related to Tenant Screening

A landlord must count a military or veteran housing allowance, supported by U.S. Department of Veterans Affairs documentation, as income for purposes of determining whether a qualified prospective tenant meets any minimum income qualifications to rent housing from the landlord.

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Enacted 2019.

N.J. Stat. Ann. § 46:8-51 (2019)

New Mexico

New Mexico, Condition of Rental Property

Habitability Requirements

A landlord must:

- substantially comply with applicable minimum housing code requirements materially affecting health and safety;

- 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";

- make repairs to put and keep the premises in a safe condition as required by applicable law and regulations;

- keep common areas in safe condition; and

- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, which the landlord supplies or is required to supply.

If the landlord fails to so maintain the premises, or provide essential services as described below, and the noncompliance affects health and safety, the tenant may terminate the lease after giving written notice to the landlord describing the acts and omissions constituting a breach and that the rental agreement will terminate upon a date not less than seven days after the notice is received if the landlord does not make a reasonable attempt to remedy the breach in seven days. If the landlord makes a reasonable attempt to remedy the breach before the specified date, the agreement does not terminate. As an alternative to termination, the tenant may be entitled to abatement of the rent.

If the lease is terminated, the tenant may recover actual damages and obtain injunctive relief for any noncompliance, and the landlord must return all prepaid rent and deposits recoverable by the tenant.

Exceptions:

- If the objectionable condition in the premises was caused by the deliberate or negligent act or omission of the tenant, or of a member of the tenant's family or person on the premises with the tenant's permission, the above remedies are not available.

- If the noncompliance was solely caused by circumstances beyond the landlord's control, the tenant may terminate the agreement or seek rent abatement, but may not bring an action for damages or injunctive relief against the landlord.

Note: The landlord may arrange with a tenant to perform all the landlord's obligations regarding habitability and essential services, but such an arrangement does not diminish the landlord's obligations, and the resident's failure to perform the landlord's obligations does not constitute a basis for eviction or a material breach by the tenant of his duties under the law or lease.

If the dwelling unit or premises are damaged or destroyed by fire or casualty so as to substantially impair the enjoyment of the unit, the tenant may:

- immediately vacate and notify the landlord in writing within seven days of the tenant's intent to terminate the lease, in which case the agreement terminates on the date the tenant vacated; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability in proportion to the diminution in the unit's fair rental value.

  Exception: The tenant is responsible for damage caused by his or her negligence.

If the agreement is terminated, the landlord must return all deposits recoverable under the law and all prepaid rent. In the case of termination or apportionment, accounting for rent must be made as of the date the tenant vacated.

Sections 47-8-20 and 47-8-27.2 amended 1999; § 47-8-27.1 amended 1993; § 47-8-31 enacted 1975.

N.M. Stat. §§ 47-8-20, -27.1, -27.2, -31 (2020)

Provision of Essential Services

A landlord must:

- provide and maintain receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the dwelling's occupancy and arrange for their removal; and

- at all times supply running water and reasonable amounts of hot water and reasonable heat, except if the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control and supplied by a direct utility connection.

If the landlord fails in these duties, the tenant may be entitled to abatement of rent pursuant to § 47-8-27.2, among other remedies.

A landlord and tenant of a single-family residence may agree in writing that the tenant will provide trash receptacles/removal and be responsible for supplying heat, running water and hot water, and also specified repairs, maintenance tasks, alterations and remodeling, if the transaction is entered into in good faith and not to evade the landlord's obligations.

Section 47-8-20 amended 1999.

N.M Stat. § 47-8-20 (2020)

Repairs

The landlord and tenant of a dwelling other than a single-family residence may agree that the tenant will perform specified repairs, maintenance, alterations or remodeling only if:

- the agreement is entered into in good faith and not to evade the landlord's obligations, is in a separate written agreement signed by the parties and supported by consideration; and

- the agreement does not diminish the landlord's obligation to other residents in the premises.

Section 47-8-20 amended 1999.

N.M. Stat. § 47-8-20 (2020)

Landlord's Right of Entry

A tenant must, in accordance with the lease and statutory notice provisions, consent to the landlord's entry into the dwelling unit in order to:

- make necessary or agreed repairs, decorations, alterations or improvements;

- supply necessary or agreed services; or

- show the unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

The landlord may enter only at reasonable times. In the case of an emergency, the landlord may enter the unit without the tenant's consent.

Unless otherwise agreed, the landlord must give the tenant at least 24 hours' written notice of intent to enter, the purpose of entry, and the date and reasonable estimate of the time of entry. The landlord must attempt to accommodate alternate dates and times of entry given by the tenant, if it is practicable or will not cause economic detriment to the landlord.

Exception: The above requirements do not apply to the landlord's entry to perform repairs or services within seven days of a tenant's request or if the landlord is accompanied by a public official performing an inspection or a cable television, electric, gas or telephone company representative.

A landlord also has a right of access:

- pursuant to court order;
- during the tenant's absence for more than seven days, at times reasonably necessary; or
- if the tenant has abandoned or surrendered possession.

If the tenant refuses to allow the landlord lawful access, the landlord may obtain injunctive relief to compel access or terminate the lease, and recover actual damages.

Likewise, if the landlord makes an unlawful entry, or lawful entry in an unreasonable manner, or unreasonably harasses the tenant with repeated entry demands, the tenant may obtain injunctive relief or terminate the rental agreement, and recover actual damages in either case.

Amended 1995.

N.M. Stat. § 47-8-24 (2020)

New Mexico, Property Management Licensing

New Mexico does not separately license residential property managers.

However, persons "engaged in managing property for others" must be licensed as either a qualifying or associate broker by the New Mexico Real Estate Commission.

For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—New Mexico**.

Exception: The provisions governing the licensing of associate brokers and qualifying brokers do not apply to a property owner's employees or a qualifying broker's employees acting on behalf of the owner with respect to the property, if the acts are performed in the regular course of or incident to the management of the property.

Amended 2019.

N.M. Stat. § 61-29-2 (2020)

Registration/Licensing/Certification of Rental Properties

New Mexico does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

New Mexico, Reasonable Accommodation

No provisions were located requiring landlords to make reasonable accommodations in connection with residential rentals to disabled tenants.

New Mexico, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If rent is not paid when due and the tenant fails to pay within three days of receipt of a notice from the landlord stating that rent is unpaid and that the lease will be terminated, the landlord may terminate the agreement and the tenant must immediately deliver possession of the dwelling. Tender of the full amount due in the manner stated in the notice before the three-day period expires bars an action for nonpayment of rent.

> Note: Notice to a tenant of nonpayment of rent is effective only if hand-delivered, mailed to the tenant, or posted on an exterior door of the dwelling by taping all sides or placed in a receptacle designed for notices or mail.

> Note: If the lease permits late fees, the landlord may charge the tenant a late fee of not more than 10% of the total rent for each rental period that the resident is in default. The landlord must provide notice of the fee no later than the last day of the next rental period immediately following that in which the default in payment occurred.

If the tenant remains in possession without the landlord's consent after the lease is terminated or expires, the landlord may bring an action for possession. If the holdover is willful and not in good faith, the landlord may also recover his damages and reasonable attorney fees. In all cases, the landlord must mitigate damages.

In an action for possession for failure to pay rent or in an action for rent where the tenant remains in possession, the tenant may counterclaim for sums recoverable under the lease or the law, provided the tenant remains responsible for rent specified in the lease during his possession. If a defense or counterclaim by the tenant, or an action or response to a counterclaim by the landlord, is without merit or not made in good faith, the opposing party may recover reasonable attorney fees and costs.

In any action for possession for nonpayment of rent or other charges in which the landlord prevails, if the tenant disputes the amount owed because he has abated rent due to a breach by the landlord or because the landlord has allocated rent paid by the tenant as payment for damages to the premises, the court will enter a writ of restitution conditioned on the tenant paying the amount due within three days of entry of judgment. If the tenant does so, the writ will be dismissed; if he does not, the landlord may execute on the judgment without further court order.

Sections 47-8-13, -15 amended 1995; § 47-8-33 amended 1999; §§ 47-8-6, -30, -37 enacted 1975.

N.M. Stat. §§ 47-8-6, -13, -15, -30, -33, -37 (2020)

Abandonment of the Premises

If the tenant abandons the premises (i.e., is absent from the dwelling, without notice to the landlord, for more than seven continuous days, but only when the absence occurs after rent is delinquent), the landlord may take immediate possession of the dwelling and may make reasonable efforts to rent the premises at a fair rental. If the dwelling is rented before the rental period of the abandoning tenant expires, that lease is deemed terminated as of the date of the new tenancy.

The owner is responsible for removal and storage of the tenant's personal property as provided below.

Section 47-8-3 amended 1999; § 47-8-34 enacted 1975.

N.M. Stat. §§ 47-8-3, -34 (2020)

Waiver of Right to Terminate for Nonpayment

No provisions regarding waiver of the landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

If the lease is terminated by the tenant's abandonment, the landlord must store all the tenant's property left on the premises for not less than 30 days, and serve the tenant with written notice that the landlord intends to dispose of the property on a specified date not less than 30 days from the date of the notice. The notice must be personally delivered to the tenant or sent to his last known address. If the notice is returned as undeliverable or the last known address is the vacated premises, a notice must be served at one other address provided by the tenant, including the tenant's place of employment, a family member or emergency contact for which the landlord has information.

The landlord must provide reasonable opportunities and access for the tenant to retrieve the property. If it is not timely retrieved, the landlord may dispose of it as provided below.

If the lease is terminated by the tenant's voluntary surrender of the premises, the landlord must store any personal property left behind for a minimum of 14 days from the date of surrender, giving the tenant reasonable access to retrieve the property from storage. If it is not timely retrieved, the landlord may dispose of it as provided below.

If the lease is terminated by a writ of restitution (court action), the landlord is under no duty to store any personal property left on the premises after three days following execution of the writ, unless otherwise agreed between the parties. The landlord may then dispose of the property in any manner without notice or liability.

The owner may dispose of abandoned property in any manner if it has a market value of less than $100. If the property's market value is more than $100, the landlord may:

- sell the property and, within 15 days of the sale, mail the proceeds in excess of money owed to the landlord to the resident at his last known address, with an itemized statement of the sums received and amounts allocated to other costs; or

- retain the property for the landlord's own use or the use of others, crediting the tenant's account for the fair market value of the property against any sums owed the landlord, and within 15 days of the property's retention, mail the value in excess of money owing the landlord to the resident at his last known address, with an itemized statement of value allocated to the property and amounts allocated to costs.

The tenant may be charged reasonable storage fees and the prevailing rate of moving fees, payment of which may be required before release of the property.

Note: In the event of the death of a tenant who is the sole occupant of the rented premises, the provisions of N.M. Stat. § 47-8-34.2 apply to disposition of the tenant's property.

Enacted 1995.

N.M. Stat. § 47-8-34.1 (2020)

Security Deposits

If the landlord demands or receives a damage deposit from the tenant of more than one month's rent under an annual lease, the landlord must pay annually to the tenant interest equal to the passbook interest permitted to savings and loan associations in New Mexico by the Federal Home Loan Bank Board. If the lease is for less than one year, the landlord may not demand a deposit in excess of one month's rent.

Note: The last month's prepaid rent, which may be required pursuant to a lease, is not deemed part of a deposit for damages.

If a residency is terminated, property or money held by the landlord as deposits may be applied to rent and any damages, except normal wear and tear, that the landlord has sustained by reason of a tenant's noncompliance with the lease. If actual cause exists for retaining all or part of a deposit, the landlord must provide the tenant with an itemized written list of the deductions from and the balance of the deposit within 30 days of the later of the tenant's departure or termination of the lease. The statement and payment may be mailed to the tenant's last known address.

If the landlord does not timely provide the required statement, the landlord forfeits the right to:

- withhold any portion of the deposit;
- assert a counterclaim in an action commenced by the tenant to recover the deposit and is liable to the tenant for attorney fees and costs; and
- assert an independent action against the tenant for damages to the property.

If the landlord retains a deposit in bad faith in violation of the law, he is subject to a civil penalty of $250, payable to the tenant.

Note: In the event of the death of a tenant who is the sole occupant of the rented premises, the provisions of N.M. Stat. § 47-8-34.2 apply to disposition of the tenant's security deposit.

Amended 1989.

N.M. Stat. § 47-8-18 (2020)

New Mexico, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory practice for a person to:

- refuse to rent or offer for rental, or refuse to negotiate rental of, any housing accommodation to any individual based on sex, spousal affiliation, race, religion, color, national origin, ancestry, sexual orientation, gender identity, or physical or mental handicap, provided that the physical or mental handicap is unrelated to a person's ability to rent and maintain a particular housing accommodation; or

- discriminate against a person in a term, condition or privilege relating to the rental of a housing accommodation or in providing services or facilities in connection with a rental based on sex, spousal affiliation, race, religion, color, national origin, ancestry, sexual orientation, gender identity, or physical or mental handicap, provided that the physical or mental handicap is unrelated to a person's ability to rent and maintain a particular housing accommodation;

It is also a discriminatory practice to print, display, circulate or mail any statement, advertisement, sign or publication or use any rental application or make any record or inquiry regarding the prospective rental of any housing accommodation that expresses any preference, limitation or discrimination as to sex, spousal affiliation, race, religion, color, national origin, ancestry, sexual orientation, gender identity, or physical or mental handicap, provided that the physical or mental

handicap is unrelated to a person's ability to rent and maintain a particular housing accommodation.

Exceptions:

- The above prohibitions against discrimination do not apply to the rental of a single-family dwelling rented by the owner if the owner does not make any notice, statement or advertisement with respect to the rental that indicates any preference, limitation or discrimination based on race, color, religion, national origin, ancestry, sex, sexual orientation or gender identity.

- Additionally, the above prohibitions do not apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner maintains and occupies one of the living quarters as his or her residence.

- A religious or denominational organization, or an institution operated, supervised, or controlled by or in connection with such an organization, is not barred from selecting lessees or tenants "as are calculated by the organization or denomination to promote the religious or denominational principles for which it is established or maintained," unless membership in the organization is restricted based on race, color, national origin or ancestry.

- A religious or denominational organization, or an institution operated, supervised, or controlled by or in connection with such an organization, is not barred from imposing discriminatory rental practices based on sexual orientation or gender identity, provided the provisions of the Human Rights Act with respect to sexual orientation and gender identity otherwise apply to (a) for-profit activities of a religious or denominational institution or religious organization subject to IRC § 511(a); or (b) nonprofit activities of a religious or denominational institution or religious organization subject to IRC § 501(c)(3).

A person aggrieved by any discriminatory practice may file a complaint with the New Mexico Human Rights Commission. A complainant may request a trial in the district court in lieu of a hearing before the Commission, if he or she requests from the Director a written waiver of the right to hearing within 60 days of service of written notice of a probable cause determination by the Director.

Sections 28-1-7, -9 amended 2004; § 28-1-10 amended 2005.

N.M. Stat. §§ 28-1-7, -9, -10 (2020)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

New York

New York, Condition of Rental Property

Habitability Requirements

In every written or oral residential lease or rental agreement the landlord or lessor is deemed to "covenant and warrant that the premises so leased or rented and all areas used in connection therewith in common with other tenants or residents are fit for human habitation and for the uses reasonably intended by the parties and that the occupants of such premises shall not be subjected to any conditions which would be dangerous, hazardous or detrimental to their life, health or safety." However, when any such condition has been caused by the tenant's misconduct or that of persons under his direction or control, it does not constitute a breach of such covenants and warranties.

Upon proper proof that a notice or order to remove or cease a nuisance or a violation or to make necessary and proper repairs has been made by the municipal department charged with the enforcement of the multiple dwelling law, the multiple residence law, or any other applicable local housing code, if the condition against which such notice or order is directed is, in the court's opinion, such as to constructively evict the tenant from a portion of the premises occupied by him, or is, or is likely to become, dangerous to life, health or safety, the court before which the case is pending may stay proceedings to dispossess the tenant for non-payment of rent or any action for rent or rental value.

> Exception: The court shall not grant a stay where it appears that the condition against which the notice or order is directed has been created by the willful or negligent act of the tenant or his agent.

The tenant is not entitled to the stay unless he deposits with the court the rent then due, which is the same as the tenant was liable for during the preceding month or such as is reserved as the monthly rent in the agreement. During the continuance of the stay, the court may direct, in its discretion, upon three days' notice to all parties, the release to a contractor or materialman of all or part of the funds on deposit to pay bills properly presented by the contractor or materialman for the "maintenance of and necessary repairs to the building (including but not limited to payments for fuel, electricity, gas, janitorial services and repairs necessary to remove violations), upon a showing by the tenant that the landlord is not meeting his legal obligations therefor or direct such release to a municipal department to pay bills and expenses for such maintenance and repairs upon a showing that the landlord did not meet his legal obligation to provide such maintenance or perform repairs and that the department incurred expenses therefor."

Where any building, which is leased or occupied, is destroyed or so damaged by the elements, or any other cause as to be untenantable, and unfit for occupancy, and no express written agreement to the contrary has been made, the tenant may, if the destruction or injury occurred without his or her fault or neglect, quit and surrender possession of the premises, and he or she is not liable to pay rent for the time subsequent to the surrender. Any rent paid in advance or which may have accrued by the terms of a lease must be adjusted to the date of such surrender.

Section 227 amended 1991; § 235-a amended 1981; § 235-b amended 1997; § 755 amended 1977.

N.Y. Real Prop. §§ 227, 235-a, 235-b (2020); N.Y. Real Prop. Acts. § 755 (2020)

Essential Services

Landlords must provide tenants of multiple dwellings with hot water between 6:00 a.m. and midnight and cold water at all times, and heat from October 1 through May 31.

"The owner of every multiple dwelling shall provide proper and suitable conveniences or receptacles for ashes, rubbish, garbage, refuse and other waste matter and shall arrange for the removal of such waste matter daily."

Any lessor, agent, manager, superintendent or janitor of any building, where the lease or rental agreement by its terms requires the furnishing of hot or cold water, heat, light, power, elevator

service, telephone service or any other service or facility to any building occupant, who willfully or intentionally fails to furnish such service or facility at any time when they are necessary to the proper or customary use of the building, or part thereof, is guilty of a violation.

"Any owner of a multiple dwelling responsible for the payment of charges for gas, electric, steam or water service who causes the discontinuance of that service by failure or refusal to pay the charges for past service shall be liable for compensatory and punitive damages to any tenant whose utility service is so discontinued."

Landlords of multiple dwellings must install approved smoke detectors in each apartment. Tenants may be asked to reimburse the owner up to $10 for the cost of a battery-operated detector. During the first year of use, landlords must repair or replace any nonfunctional detector, if the malfunction is not the tenant's fault.

All multiple dwellings built or offered for sale in the state after August 9, 2005 must be equipped with carbon monoxide detectors in compliance with local building codes.

Multiple dwellings built or converted to such use after January 1, 1968, must have automatic self-closing and self-locking doors at all entrances. If the building has eight or more apartments, it must also have a two-way voice intercom system from each unit to the front door, and tenants must be able to "buzz open" the door. Landlords may recover the cost of such equipment from the tenants.

Tenants of multiple dwellings with at least eight apartments may maintain a lobby attendant service for their safety at their own expense, whenever any attendant provided by the landlord is not on duty. Each self-service elevator in multiple dwellings must have mirrors so that people may see if anyone is in the elevator prior to entering it.

Tenants in multiple dwellings may install and maintain their own entrance door locks in addition to those supplied by the landlord, provided that if requested, a duplicate key must be provided to the landlord. The landlord must also provide a peephole in the apartment's entrance door.

Section 235 enacted 1990; § 235-a amended 1981; § 15 amended 1988; § 170 enacted 1953; § 173 enacted 1982; § 50-a amended 1977; § 50-c enacted 1972; § 51-c enacted 1968; § 68 amended 1988; § 75 amended 1985; § 79 amended 1982; § 81 enacted 1946; § 378 amended 2018.

N.Y. Real Prop. Law §§ 235, 235-a (2020); N.Y. Mult. Resid. Law §§ 15, 170, 173 (2020); Mult. Dwell. Law §§ 50-a, 50-c, 51-b, 51-c, 68, 75, 79, 81 (2020); N.Y. Exec. Law § 378 (2020)

Repairs

The owner must keep all parts of a dwelling and its lot in good repair and free of vermin, dirt, filth garbage or other matter dangerous to life or health. A tenant is liable if a violation is caused by the tenant's own wilful act, assistance or negligence or that of any member of the tenant's family or household or guests.

Enacted 1952.

Mult. Resid. Law § 174 (2020)

Landlord's Right of Entry

No relevant provisions were located.

New York, Property Management Licensing

New York does not separately license real estate managers.

However, any individual or entity, who, for another, and for compensation or other valuable consideration, rents, offers or attempts to negotiate rental of an interest in real estate, or collects or attempts to collect rent for the use of real estate is deemed a real estate broker and must be licensed by the Secretary of State. Thus, to the extent a person engaged in property management performs any of those activities, he or she would need to be licensed. For details of the qualifications for licensure, see **Licensing Requirements and Maintenance Annual Report—New York**.

Amended 2006.

N.Y. Real Prop. Law § 440 (2020)

Registration/Licensing/Certification of Rental Properties

Every owner of a multiple dwelling, every lessee of a whole dwelling and every agent or other person having control of such a dwelling, must file in the department, agency or bureau with enforcement power, a notice containing:

- his name, address and a description of the premises, by street number or otherwise, and the class and kind of the dwelling thereon, in such manner as will enable the department, agency or bureau to find the premises;

- the number of apartments and rooms in each apartment on each story;

- the number of families occupying the apartments.

A "multiple dwelling" is "a dwelling which is either rented, leased, let or hired out, to be occupied, or is occupied as the residence or home of three or more families living independently of each other."

Section 4 amended 1962; § 325 amended 1964.

N.Y. Mult. Dwell. Law §§ 4, 325 (2020)

New York, Reasonable Accommodation

It is an unlawful discriminatory practice for the owner, lessee, sub-lessee, assignee or managing agent of, or other person having the right of ownership or possession of or the right to rent or lease housing accommodations to:

- refuse to permit, at the expense of a disabled person, reasonable modifications of existing premises occupied or to be occupied by the person, if the modifications may be necessary to afford the person full enjoyment of the premises, in conformity with the provisions of the

New York State Uniform Fire Prevention and Building Code, except that a landlord reasonably may condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

- refuse to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford said person with a disability equal opportunity to use and enjoy a dwelling, including reasonable modification to common-use portions of the dwelling; or

- in connection with the design and construction of covered multi-family dwellings, fail to design and construct dwellings in accordance with the accessibility requirements for multi-family dwellings found in the New York State Uniform Fire Prevention and Building Code to provide that:

    - the public-use and common-use portions of the dwellings are readily accessible to and usable by persons with disabilities;

    - all the doors are designed in accordance with the New York State Uniform Fire Prevention and Building Code to allow passage into and within all premises and are sufficiently wide to allow passage by persons in wheelchairs; and

    - all premises within dwelling units contain an accessible route into and through the dwelling; light switches, electrical outlets, thermostats, and other environmental controls are in accessible locations; there are reinforcements in the bathroom walls to allow later installation of grab bars; and there are usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space, in conformity with the New York State Uniform Fire Prevention and Building Code.

It is an unlawful discriminatory practice for any person engaged in the leasing or rental of housing accommodations to discriminate against a blind person, hearing-impaired person or person with a disability on the basis of his or her use of a guide dog, hearing dog or service dog.

A person aggrieved by an unlawful discriminatory practice may file a complaint with the Human Rights Division, which may, if a violation is found, require the respondent to cease and desist from the unlawful conduct, require affirmative action by the respondent, award compensatory and punitive damages, require payment to the state of profits obtained through the unlawful conduct, and assess civil fines not exceeding $50,000. An aggrieved person may, in the alternative, file a civil action for damages.

Sections amended 2019.

N.Y. Exec. Law §§ 296, 297 (2020)

New York, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A special summary proceeding may be maintained to recover possession of rental property where the tenant has defaulted in the payment of rent and a written demand of the rent has been made, with at least 14 days' notice requiring, in the alternative, the payment of the rent, or the possession of the premises, has been served upon the tenant. Payment of the full amount of rent due to the landlord made at any time prior to the hearing on the petition must be accepted by the landlord and renders moot the grounds on which the proceeding commenced.

Note: A landlord may waive his right to proceed upon this ground only by an express consent in writing permitting the tenant to continue in possession, which consent is revocable at will, in which case the landlord is deemed to have waived his right to summary dispossess for nonpayment of rent accruing during the time said consent remains unrevoked.

The tenant may, at any time before a warrant for possession is issued, stay its issuing and also stay an execution to collect the costs. Where the lessee or tenant holds over after a default in the payment of rent, he may obtain a stay by depositing the rent due, and interest and penalty due, if any, and the costs of the special proceeding, with the clerk of the court or with the court, who must, upon demand, pay the amount deposited to the landlord, or by delivering to the court or clerk his undertaking to the landlord, in such sum as the court approves, to the effect that he will pay the rent, and interest and penalty and costs within 10 days, at the expiration of which time a warrant may issue, unless he produces to the court satisfactory evidence of the payment.

In an action to recover the possession of real property, the landlord may recover damages for withholding the property, including the rents and profits or the value of the use and occupation of the property for a term not exceeding six years; but the damages may not include the value of the use of any improvements made by the tenant or those under whom he claims.

Sections 711, 731, 751 amended 2019; § 601 enacted 1962.

N.Y. Real Prop. Acts. §§ 601, 711, 731, 751 (2020)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

No relevant provisions were located.

Security Deposits

Whenever money is deposited or advanced by a tenant on a contract for the use or rental of real property as security for performance of the contract or agreement, or to be applied to payments when due, such money, with interest accruing thereon, if any, until repaid or so applied, continues to be the tenant's money and must be held in trust by the landlord and not commingled with the personal funds or become an asset of the landlord.

Whenever a landlord deposits such money in a banking organization, he must notify in writing each of the persons making such security deposit or advance, giving the name and address of the banking organization in which the deposit is made, and the amount of such deposit. If the landlord deposits the security in an interest bearing account, he may receive, as administration expenses, one percent per annum upon the security money so deposited, which shall be in lieu of all other administrative and custodial expenses. The balance of the interest paid belongs to the tenant and must either be held in trust by landlord until repaid or applied for the use or rental of the leased premises, or annually paid to the tenant.

Whenever the money so deposited or advanced is for the rental of property containing six or more family dwelling units, the landlord must deposit it in an interest-bearing account in a banking organization within New York, which account must earn interest at the prevailing rate earned by other such deposits made with banking organizations in the area.

If the lease terminates other than at the time that a banking organization in the area regularly pays interest, the landlord must pay over to his tenant such interest as he is able to collect at the date of the lease termination.

Enacted 1970.

N.Y. Gen. Oblig. § 7-103 (2020)

New York, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory practice for the owner, lessee, sub-lessee, assignee or managing agent of, or other person having the right to rent or lease a housing accommodation, constructed or to be constructed, or any agent or employee thereof, because of the race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, lawful source of income, marital status, or familial status, to:

- refuse to rent, lease or otherwise to deny to or withhold from any person or group of persons a housing accommodation;

- represent that any housing accommodation or land is not available for inspection, sale, rental or lease when in fact it is so available; or

- discriminate against any person in the terms, conditions or privileges of the rental or lease of any furnishing of facilities or services in connection therewith.

It is also a discriminatory practice to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any application form for rental or lease of a housing accommodation or to make any record or inquiry in connection with the prospective rental or lease of such a housing accommodation which expresses any limitation, specification or discrimination as to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, lawful source of income, marital status, or familial status, or any intent to make any such limitation, specification or discrimination.

Exceptions: The above prohibitions do not apply to:

- the rental of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner resides in one of such housing accommodations;

- the restriction of the rental of all rooms in a housing accommodation to individuals of the same sex;

- the rental of a room or rooms in a housing accommodation, if such rental is by the occupant of the housing accommodation or by the owner of the housing accommodation and the owner resides in such housing accommodation; or

- solely with respect to age and familial status, to the restriction of the rental or lease of housing accommodations exclusively to persons 62 years of age or older and the spouse of any such person, or for housing intended and operated for occupancy by at least one person 55 years of age or older per unit.

It is an unlawful discriminatory practice for any real estate broker or salesperson or employee or agent thereof, because of the race, creed, color, national origin, sexual orientation, military status, sex, gender identity or expression, age, disability, lawful source of income, marital status, or familial status of any person to:

- refuse to rent or lease any housing accommodation;

- refuse to negotiate for the rental or lease of any housing accommodation;

- represent that any housing accommodation is not available for inspection, sale, rental or lease when in fact it is so available;

- otherwise to deny or withhold any housing accommodation or any facilities of any housing accommodation from any person or group of persons; or

- print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any application form for the rental or lease of any housing accommodation or to make any record or inquiry in connection with the prospective rental or lease of any housing accommodation which expresses, directly or indirectly, any limitation, specification, or discrimination or any intent to make any such limitation, specification or discrimination.

  Exception: With respect to age and familial status, these prohibitions do not apply to the restriction of the sale, rental or lease of any housing accommodation for persons 62 years of age or older, or intended and operated for occupancy by at least one person 55 years of age or older per unit.

It is an unlawful discriminatory practice for any person offering or providing housing accommodations, to make or cause to be made any written or oral inquiry or record concerning membership of any person in the state-organized militia in relation to the rental or lease of a housing accommodation.

Exception: A religious or denominational institution or organization, or any organization operated for charitable or educational purposes, which is operated, supervised or controlled by or in connection with a religious organization, is not barred by the above restrictions from limiting rental of housing accommodations to or giving preference to persons of the same religion or denomination or from "taking such action as is calculated by such organization to promote the religious principles for which it is established or maintained."

A person aggrieved by an unlawful discriminatory practice may file a complaint with the Human Rights Division, which may if a violation is found require the respondent to cease and desist from the unlawful conduct, require affirmative action by the respondent, award compensatory and punitive damages, require payment to the state of profits obtained through the unlawful conduct,

and assess civil fines not exceeding $50,000. An aggrieved person may, in the alternative, file a civil action for damages.

A person, firm or corporation, or agent thereof, owning or managing any building used for dwelling purposes may not, because of such person's or family member's domestic violence victim status;

- refuse to rent a residential unit to any person or family, when, but for such status, rental would not have been refused;

- discriminate in the terms, conditions, or privileges of any such rental, when, but for such status, such discrimination would not have occurred; or

- print or circulate, or cause to be printed or circulated, any statement, advertisement or publication which expresses, directly or indirectly, any limitation, specification, or discrimination.

A violation of this prohibition is a misdemeanor punishable by a fine of not less than $1,000 and not more than $2,000 for each offense; provided, however, that it is a defense that such person, firm, corporation or agent refused to rent a residential unit on any other lawful ground. Such person or family has a cause of action in any court of appropriate jurisdiction for compensatory and punitive damages, with such punitive damages not exceeding $2,000 for each offense, and declaratory and injunctive relief, with reasonable attorneys' fees as determined by the court.

Exception: This prohibition does not apply to buildings used for dwelling purposes that are owner occupied and have two or fewer residential units.

Sections 296 and 297 amended 2019; § 227-d enacted 2019.

N.Y. Exec. Law §§ 296, 297 (2020); N.Y. Real Prop. Law § 227-d (2020)

Other Provisions Related to Tenant Screening

Any owner of a building used for dwelling purposes who refuses to rent any part of it to any person or family, or who discriminates in the terms, conditions or privileges of any such rental, solely on the ground that such person or family has or have a child or children is guilty of a misdemeanor punishable by a fine of not less than $50 nor more $100 for each offense. However, this prohibition against discrimination against children in dwelling houses does not apply to:

- housing units for senior citizens subsidized, insured or guaranteed by the federal government;

- one- or two-family owner-occupied dwelling houses or manufactured homes; or

- manufactured home parks intended and operated for occupancy by persons 55 years of age or older.

A landlord of a residential premises may not refuse to rent or offer a lease to a potential tenant on the basis that the potential tenant was involved in a past or pending landlord-tenant action or summary proceeding under Article 7 of the Real Property Actions and Proceedings Law.

Except in instances where statutes or regulations provide for a payment, fee or charge, a landlord or lessor may not demand any payment, fee, or charge for the processing, review or acceptance of an application, or demand any other payment, fee or charge before or at the beginning of the tenancy, except background checks and credit checks, provided the cumulative fee or fees for such checks is no more than the actual cost of the background check and credit check or $20, whichever is less. Such fee or fees must be waived if the potential tenant provides a copy of a background check or credit check conducted within the past 30 days, and the fee(s) may not be collected unless the landlord or lessor provides the potential tenant with a copy of the background check or credit check and the receipt or invoice from the entity conducting the check.

Section 237-a amended 2006; §§ 227-f and 238-a enacted 2019.

N.Y. Real Prop. Law §§ 227-f, 237-a, 238-a (2020)

North Carolina

North Carolina, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with applicable building and housing codes;
- make repairs and do whatever is necessary to put and keep the premises in a habitable condition;
- keep common areas in a safe condition;
- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances which the landlord supplies or is required to supply, provided written notice of needed repairs is given to the landlord by the tenant, except in emergencies;
- provide operable battery-operated or electrical smoke alarms;
- provide a minimum of one operable battery-operated or electrical carbon monoxide alarm per rental unit per level in dwelling units with a fossil-fuel burning heater, appliance or fireplace and in any dwelling unit with an attached garage;
- within a reasonable time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the premises after acquiring actual knowledge or receiving notice of the condition. "Imminently dangerous condition" means:
    - unsafe wiring, flooring or steps, ceilings or roofs, or chimneys or flues;

- lack of potable water;
- lack of operable locks on all doors leading outside or on all ground-level windows;
- broken windows;
- lack of operable heating facilities capable of heating living areas to 65 degrees Fahrenheit when it is 20 degrees Fahrenheit outside from November 1 through March 31;
- lack of an operable toilet, bathtub or shower;
- rat infestation as a result of defects in the structure that make the premises not impervious to rodents; or
- excessive standing water, sewage, or flooding problems caused by plumbing leaks or inadequate drainage that contributes to mosquito infestation or mold.

If a leased house or other building is destroyed during the rental term, or so damaged that it cannot be made fit for the purpose for which it was leased except at a cost exceeding one year's rent, and the damage was not due to the renter's negligence or that of his agents or servants, and there is no lease provision respecting repairs or providing for such a situation, the renter may surrender the lease by a writing to that effect delivered or tendered to the landlord within 10 days from the damage or destruction. At the same time, the renter must pay or tender all rent in arrears and a part of the rent accruing at the time of the casualty proportionate to the time between the last period of payment and the occurrence of the damage. The renter is thereafter discharged from all rent accruing afterwards, but not from any other agreement in the lease.

Section 42-12 amended 1992; § 42-42 amended 2012.

N.C. Gen. Stat. §§ 42-12, -42 (2019)

Provision of Essential Services

A landlord must ensure that smoke alarms and carbon monoxide alarms are operable at the beginning of each tenancy. Unless otherwise agreed in writing, the landlord must place new batteries in a battery-operated alarm at the beginning of the tenancy; the tenant must replace them during the tenancy. The landlord must repair or replace such alarms within 15 days of receiving written notice from the tenant of the need for repair or replacement. After December 31, 2012, when installing or replacing a smoke alarm, the landlord must install a tamper-resistant, 10-year lithium battery smoke alarm, except when the dwelling is equipped with a hardwired smoke alarm with a battery backup or with a smoke alarm combined with a carbon monoxide alarm meeting statutory standards.

A "protected tenant" (i.e., a tenant or household member who is a victim of domestic violence, sexual assault or stalking) may request that the landlord change the locks to the dwelling pursuant to N.C. Gen. Stat. § 42-42.3. The tenant bears the cost of changing the locks.

Section 42-42 amended 2012; § 42-42.3 enacted 2005; § 42-40 amended 2005.

N.C. Gen. Stat. §§ 42-40, -42, -42.3 (2019)

Repairs

The landlord and tenant may agree in writing that the tenant will perform specified work on the premises if the contract:

- is supported by adequate consideration other than the renting of the premises; and

- is not made for the purpose or with the effect of evading the landlord's obligations.

An agreement in a lease to repair a rental house is not construed to bind the tenant to rebuild or repair if the house is destroyed or damaged to more than half its value by accidental fire which does not occur from lack of ordinary diligence by the tenant.

Section 42-9 amended 1985; § 42-42 amended 2012.

N.C. Gen. Stat. §§ 42-9, -42 (2019)

Landlord's Right of Entry

No relevant provisions were located.

North Carolina, Property Management Licensing

North Carolina does not separately license real estate managers.

However, any individual or business entity who, for compensation, "leases or offers to lease, or who sells or offers to sell leases of whatever character, or rents or offers to rent any real estate or the improvements thereon, for others" is deemed a real estate broker and must be licensed as either a real estate salesperson or real estate broker by the North Carolina Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—North Carolina**.

Exceptions: North Carolina's real estate licensing laws do not apply to:

- a person or business entity who, as owner or lessor, performs any real estate acts with reference to property he, she or it owns or leases, provided the acts are performed in the regular course of or as incident to managing that property and the investment in it, which exemption extends to officers and employees, general partners and managers of exempt entities when such persons are engaged in acts or services for which the corporation, partnership or limited liability company would be exempt;

- an owner who personally leases or sells his or her own property; or

- a salaried person employed by a licensed real estate broker for an owner of any real estate or the improvements thereon that the licensed broker has contracted to manage for the owner, if the employee's employment is limited to:

    - showing units on the real estate to prospective tenants;

    - providing prospective tenants with leasing information;

    - accepting lease applications for the units;

    - completing and executing preprinted lease forms;

    - accepting security deposits and rental payments for the units only when they are made payable to the owner or broker.

  Note: The salaried employee may not negotiate the amount of security deposits or rental payments and may not negotiate leases or rental agreements on behalf of the broker or owner.

Section amended 2016.

N.C. Gen. Laws § 93A-2 (2019)

Registration/Licensing/Certification of Rental Properties

North Carolina does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

North Carolina, Reasonable Accommodation

It is an unlawful discriminatory housing practice to:

- refuse to permit a handicapped person, at his or her own expense, to make reasonable modifications to existing premises occupied or to be occupied by the person, if the modifications are necessary to afford the person full enjoyment of the premises, provided that the landlord may reasonably condition such permission on the person agreeing to restore the premises' interior to the condition existing before modification, reasonable wear and tear excluded;

- refuse to make reasonable accommodation in rules, policies, practices or services when the accommodations may be necessary to give a handicapped person equal use and enjoyment of a dwelling;

- fails to design and construct covered multifamily dwellings in such a manner that there is at least one building entrance on an accessible route, unless the terrain or unusual site characteristics make it impractical; or

- fails to design and construct covered multifamily dwellings in such a manner that with respect to a building on an accessible route:

    - the public-use and common-use areas of the housing accommodations are accessible to and usable by handicapped persons;

    - all doors allow passage by persons in wheelchairs; and

    - all premises contain an accessible route into and through all dwellings and units; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms have space to maneuver a wheelchair.

Exceptions: The above prohibitions, with the exception of that related to discriminatory advertising, forms, inquiries and records, do not apply to:

- rentals in a building which contains housing accommodations for not more than two families living independently, if the owner or a member of the owner's family resides in one;

- rental rooms in a private house, not a boarding house, if the lessor or a member of the lessor's family resides in the house; or

- a religious institution or organization, or charitable or educational organization operated, supervised or controlled by a religious institution or organization, which gives preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color, sex, national origin, handicapping condition or familial status.

In no event does a dwelling need to be made available to any person whose tenancy would constitute a direct threat to the health and safety of other persons or would result in substantial damage to the property of others.

A person aggrieved by a discriminatory housing practice may file a complaint with the North Carolina Human Rights Commission within one year after the alleged practice occurred. If conciliation efforts fail to resolve a complaint, a complainant may request a right-to-sue letter, which the Commission must issue if the request was timely. If a right-to-sue letter is not requested, the complainant, the respondent or the Commission may elect to have the claims and issues asserted in the complaint resolved in a civil action commenced by the Commission. If neither civil suit option is chosen, an administrative law judge will hear the case and make a proposal for decision to the Commission. If the Commission decides that the respondent has violated the law, it may order appropriate relief, including payment of compensatory damages to the complainant, injunctive or other equitable relief and a civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations.

A civil action by a complainant must be commenced within one year after the right-to-sue letter is issued. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff. The respondent may be awarded fees and costs only if it is shown that the case is frivolous, unreasonable or without foundation.

Sections 41A-3, -6 amended 1990; § 41A-4 amended 2009; § 41A-7 amended 2003.

N.C. Gen. Stat. §§ 41A-3, -4, -6, -7 (2019)

North Carolina, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

In all oral or written leases of any kind in which a definite time for payment of rent is fixed, there is an implied forfeiture upon failure to pay rent within 10 days after a demand by the lessor for all past-due rent, and the lessor may "forthwith enter and dispossess the tenant without having declared a forfeiture or reserved the right of reentry in the lease."

In any action to recover possession of leased premises upon a forfeiture for nonpayment of rent, if the tenant, before judgment, pays or tenders the rent due and all court costs, further proceedings cease. If the landlord prevails in a summary ejectment proceeding, the sheriff will execute the writ of possession, and may remove and store any of the tenant's personal property on the premises.

Section 42-3 amended 2004; § 42-33 amended 2007; § 42-36.2 amended 2015.

N.C. Gen. Stat. §§ 42-3, -33, -36.2 (2019)

Abandonment of the Premises

No provisions regarding specific procedures which must be followed when a tenant abandons the leased property before expiration of the lease were located other than those described below related to personal property left behind by the abandoning tenant.

Waiver of the Right to Terminate for Nonpayment

No provisions regarding a landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

If a tenant abandons personal property valued at $750 or less in the leased premises or fails to remove it at the time of execution of a writ of possession, the landlord may deliver the property to "a nonprofit organization regularly providing free or at a nominal price clothing and household furnishings to people in need," provided the organization agrees to separately identify and store the property for 30 days and to release it to the tenant at no charge within that period. A landlord choosing this procedure must post a notice containing the name and address of the organization at the leased premises, and at the place where rent is received for at least 30 days, and send the notice by first-class mail to the tenant's last known address.

> Note: Personal property is deemed abandoned for the above purposes if the landlord discovers evidence clearly showing the premises have been voluntarily vacated after the paid rental period has expired and the landlord knows of no disability that caused the vacancy. Abandonment is presumed 10 days or more after the landlord conspicuously posts a notice of suspected abandonment both inside and outside the premises and receives no response from the tenant.

Alternately, a landlord may, 10 days or more after being placed in possession by execution of a writ of possession, throw away, dispose of or sell any personal property remaining on the premises. During the 10-day period the landlord may move the property for storage purposes. If the tenant so requests during the 10 days, the landlord must release the property to the tenant. If the landlord elects to sell the property at public or private sale, the landlord must give the tenant written notice at the tenant's last known address, at least seven days before the sale day, of the date, time and place of sale and that any surplus sale proceeds, after payment of unpaid rent, damages, storage fees and sale costs, will be paid to the tenant upon request within 10 days after the sale, and if no request is made by the tenant, paid to the county government.

If the total value of personal property left on the premises at the time of execution of the writ of possession is less than $500, the property is deemed abandoned five days after the execution, at which time the landlord may throw away or otherwise dispose of the property. Upon the tenant's request within the five-day period, the property must be released to the tenant.

If the landlord seizes possession of the tenant's personal property in a manner not complying with the above procedures, the tenant may recover possession of the property or compensation for its value. In any action brought by a tenant or household member, the landlord is liable for actual damages, but not punitive, treble or emotional distress damages.

Amended 2013.

N.C. Gen. Stat. § 42-25.9 (2019)

Security Deposits

Security deposits may not exceed one and one-half months' rent for a month-to-month tenancy and two months' rent for terms greater than month-to-month. The funds must be deposited in a trust account, or the landlord at his option, may furnish a bond from a North Carolina-licensed insurance company. Deposits for residential dwellings are permitted only for:

- a tenant's possible nonpayment of rent and costs for water or sewer services and electric service;
- damage to the premises, including smoke or carbon monoxide alarms;
- damages from not fulfilling the rental period, where permitted;
- unpaid bills that become a lien against the leased property due to the tenant's occupancy;
- costs of re-renting the premises after a tenant's breach, including any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises;
- costs of removal and storage of the tenant's property after a summary ejectment proceeding;
- court costs;

- late fees, complaint-filing fees, court-appearance fees or second-trial fees, as permitted by N.C. Gen. Stat. § 42-46.

Note: A landlord may also charge a reasonable *nonrefundable* pet deposit fee.

Security deposits may be applied as provided above. The landlord must itemize any damage in writing and mail or deliver the statement to the tenant, with the balance of the security deposit, no later than 30 days after the tenancy is terminated and possession delivered to the landlord. If the landlord cannot determine the extent of his claims against the security deposit within the 30-day period, he must deliver an interim accounting to the tenant during that period and a final accounting within 60 days after termination of the tenancy and delivery of possession. If the tenant's address is unknown, the landlord may apply the deposit as permitted after 30 days and hold the balance for collection by the tenant for six months. Funds may not be withheld for normal wear or tear, or in amounts exceeding actual damages.

If the landlord fails to account for and refund a security deposit, the tenant may commence a civil action. The landlord's willful failure to comply with the above requirements, forfeits his right to retain any portion of the deposit. If the noncompliance is found to be willful, the court may award attorney fees to the tenant.

Section 42-50 amended 2017, § 42-53 enacted 1997; § 42-51 amended 2012; §§ 42-52, -55 amended 2009.

N.C. Gen. Stat. §§ 42-50 to -53, -55 (2019)

North Carolina, Tenant Screening

State Fair Housing Requirements

It is a discriminatory practice for any person engaging in a real estate transaction, because of race, sex, color, religion, familial status, national origin, or handicapping condition to:

- refuse to engage in a real estate transaction with a person;

- discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith;

- refuse to receive or fail to transmit a bona fide offer to engage in a real estate transaction;

- refuse to negotiate with a person for a real estate transaction;

- represent to a person that real property is not available for inspection, sale, rental, or lease when in fact it is available or fail to bring a property listing to the person's attention;

- refuse to permit the person to inspect real property;

- offer, solicit, accept, use, or retain a property listing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services; or

- otherwise make unavailable or deny housing.

It is also a discriminatory practice for a person to print, circulate or cause the publication of a statement, advertisement or sign, or use an application or form for a real estate transaction, or make an inquiry or record in connection with a prospective transaction, that indicates an intent to limit, specify or discriminate on the basis of race, sex, color, religion, familial status, national origin, or handicapping condition.

Note: The protections against discrimination based on handicapping condition apply to a renter, a person residing in or intending to reside in the dwelling after it is rented or made available, or any person associated with the renter.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;

- the designee of the parent or other person having custody of and domiciled with a minor child, with the written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions: The above prohibitions, with the exception of that related to discriminatory advertising, forms, inquiries and records, do not apply to:

- rentals in a building which contains housing accommodations for not more than two families living independently, if the owner or a member of the owner's family resides in one;

- rental rooms in a private house, not a boarding house, if the lessor or a member of the lessor's family resides in the house; or

- a religious institution or organization, or charitable or educational organization operated, supervised or controlled by a religious institution or organization, which gives preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color, sex, national origin, handicapping condition or familial status;

The prohibitions related to discrimination based on familial status do not apply to housing for older persons as defined by N.C. Gen. Stat. § 41A-6(e).

In no event does a dwelling need to be made available to any person whose tenancy would constitute a direct threat to the health and safety of other persons or would result in substantial damage to the property of others.

A person aggrieved by a discriminatory housing practice may file a complaint with the North Carolina Human Rights Commission within one year after the alleged practice occurred. If conciliation efforts fail to resolve a complaint, a complainant may request a right-to-sue letter, which the Commission must issue if the request was timely. If a right-to-sue letter is not requested, the complainant, the respondent or the Commission may elect to have the claims and issues asserted in the complaint resolved in a civil action commenced by the Commission. If neither civil-suit option is chosen, an administrative law judge will hear the case and make a proposal for decision to the Commission. If the Commission decides that the respondent has violated the law, it may order appropriate relief, including payment of compensatory damages to the complainant, injunctive or other equitable relief and a civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations.

A civil action by a complainant must be commenced within one year after the right-to-sue letter is issued. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff. The respondent may be awarded fees and costs only if it is shown that the case is frivolous, unreasonable or without foundation.

Sections 41A-3, -6 amended 1990; § 41A-4 amended 2009; § 41A-7 amended 2003.

N.C. Gen. Stat. §§ 41A-3, -4, -6, -7 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

North Dakota

North Dakota, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with applicable building and housing code requirements materially affecting health and safety;

- make repairs to put and keep the premises in a habitable condition;

- keep common areas in a clean and safe condition; and

- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, which the landlord supplies or is required to supply.

History unavailable.

N.D. Cent. Code § 47-16-13.1 (2019)

Provision of Essential Services

A landlord must:

- provide and maintain receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the dwelling's occupancy and arrange for their removal; and

- at all times supply running water and reasonable amounts of hot water and reasonable heat, except if the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control and supplied by a direct public utility connection or if the water or heat is unavailable due to a public utility's supply failure.

A landlord and tenant of a single-family residence may agree in writing that the tenant will provide trash receptacles/removal and be responsible for supplying heat, running water and hot water, and also perform specified repairs, maintenance tasks, alterations and remodeling, if the transaction is entered into in good faith.

History unavailable.

N.D. Cent. Code § 47-16-13.1 (2019)

Repairs

A landlord and tenant of any dwelling other than a single-family residence, may agree that the tenant will perform specified repairs, maintenance tasks, alterations and remodeling only if:

- the agreement is entered into in good faith, set forth in a separate writing signed by both parties, and supported by adequate consideration;

- the work is not necessary to cure noncompliance with the landlord's duty to supply trash receptacles/removal; and

- the agreement does not diminish or affect the landlord's duty to other tenants.

History unknown.

N.D. Cent. Code § 47-16-13.1 (2019)

Landlord's Right of Entry

A landlord may enter a rented dwelling unit at any time:

- in case of emergency;
- if the landlord reasonably believes the tenant has abandoned the premises; or
- if the landlord reasonably believes the tenant is in substantial violation of the lease.

A landlord may enter a rented dwelling unit only during reasonable hours, and in a reasonable manner for:

- inspecting the premises;
- making necessary or agreed upon repairs, alterations, decorations or improvements;
- supplying necessary or agreed upon services; or
- exhibiting the unit to actual or potential purchasers, insurers, mortgagees, real estate agents, tenants, workmen or contractors.

Except in the case of emergency, substantial violation or abandonment, or unless it is impractical to do so, the landlord must notify the tenant before entry, which notice may be given by:

- personal service;
- posting notice in a conspicuous place about the dwelling unit for a reasonable period; or

- any other method resulting in actual notice to the tenant.

Consent by the tenant to the landlord's entry may not be unreasonably withheld and is presumed if the tenant fails to object to access after notice of intent to enter at a time certain is given.

History unavailable.

N.D. Cent. Code § 47-16-07.4 (2019)

North Dakota, Property Management Licensing

North Dakota does not license residential property managers.

Note: For purposes of licensing by the North Dakota Real Estate Commission, the term "real estate broker" or "real estate salesperson" does not include a "person, partnership, association, corporation or limited liability company who is a bona fide owner or lessor or who accepts or markets leasehold interests in residential or agricultural property" and performs a real estate act with reference to property he, she or it owns or leases, or regular employees thereof performing the acts in "the regular course of or as an incident to" managing the property and the investment in it.

History unavailable.

N.D. Cent. Code § 43-23-07 (2019)

Registration/Licensing/Certification of Rental Properties

North Dakota does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

North Dakota, Reasonable Accommodation

It is unlawful for a person to discriminate against a person in the rental of a dwelling because of physical or mental disability. Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises by the disabled person, except that the landlord may, when reasonable, condition permission on the lessor's or renter's agreement to restore the interior of the premises to the preexisting condition, except for reasonable wear and tear;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a housing accommodation or property;

- in connection with a "covered multifamily dwelling," failure to design and construct the multifamily dwelling in a manner that:

    - provides at least one accessible building entrance on an accessible route;

    - makes the common-use and public-use areas of the dwellings readily accessible to and usable by a person with a disability;

    - provides that all doors into and within all premises within the dwellings are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the housing accommodation contain: (a) an accessible route into and throughout the dwelling; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) useable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

      Note: "Covered multifamily dwelling" means: (a) a building with four or more dwelling units if the building has one or more elevators; and (b) ground-floor units in a building consisting of four or more dwelling units.

Exceptions:

- None of the above prohibitions apply to the rental of a single-family house rented by the owner if the owner does not own more than three single-family houses at any one time or any interest in title to any right to proceeds from the rental or sale of more than three single-family houses at any one time. The house must be rented without using rental facilities or services of a licensed real estate broker, agent, or realtor, or a person in the business of selling or renting dwellings, or the publication, posting or mailing of a notice, statement or advertisement prohibited by N.D. Cent. Code § 14-02.5-03. This exception applies only to one rental in a 24-month period, if the owner was not the most recent resident of the house at the time of rental.

- Additionally, none of the above prohibitions apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner maintains and occupies one of the living quarters as his or her residence.

- A covered multifamily dwelling need not be "made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals whose tenancy would result in substantial physical damage to the property of others."

A person aggrieved by any discriminatory practice may file a complaint with the Department of Labor and Human Rights, and if, after hearing, the Department finds that a person has engaged in a discriminatory practice the Department may, in addition to other action, assess a civil penalty not exceeding $11,000 if the respondent has committed a prior discriminatory housing practice, up to $27,000 if the respondent has been adjudged to have committed one other discriminatory housing practice during the previous five years, or up to $55,000 if two or more discriminatory practices were committed by the respondent during the seven-year period ending on the date of filing the charge.

A charging party or a respondent may elect to have the matter decided in a civil action after the Department has issued a charge finding reasonable cause exists to believe a violation has occurred.

History unavailable.

N.D. Cent. Code §§ 14-02.5-06, -09, -10, -14, -30, -32 (2019)

North Dakota, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

"If the rental agreement is terminated, the landlord has a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement." A legally evicted tenant is liable for rent during the remainder of the lease term. The landlord has a duty to mitigate damages.

An eviction action to recover possession of leased real estate may be maintained when a tenant holds over after termination of the lease or expiration of the lease term or if the tenant fails to pay rent for three days after it is due. The tenant may make no counterclaim in such an action, except as to a setoff to a demand for damages or for rent. If the court finds for the landlord, a judgment will be entered giving the landlord immediate restitution of the premises. Upon a showing of hardship on the tenant or the tenant's family, execution of the judgment may be stayed for up to five days.

Special rules apply when a tenant who is a victim of domestic violence, or who fears imminent domestic violence if the tenant or the tenant's minor children remain on the premises, exercises the right to terminate without penalty or liability granted pursuant to N.D. Cent. Code § 47-16-17.1.

History unavailable.

N.D. Cent. Code §§ 47-16-13.4, -13.5, -13.7; 47-32-01, -04 (2019)

Abandonment of the Premises

No provisions regarding specific procedures which must be followed when a tenant abandons the leased property before expiration of the lease were located.

Waiver of Right to Terminate for Nonpayment

No provisions regarding waiver of the landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

Property with a total estimated value of $2,500 or less left by a tenant on the premises of a leased dwelling may be retained by the landlord and disposed of without legal process 28 or more days after the landlord received actual notice that the tenant vacated the premises or it reasonably appears to the landlord that the tenant has vacated. The landlord is entitled to the proceeds of the sale of the property and may recover from the security deposit any storage and moving costs in excess of the sale proceeds incurred in disposing of the property.

If the landlord removes the abandoned property from the dwelling after a judgment of eviction is obtained and the special execution has been served, the landlord has a lien on the property for any reasonable moving and storage costs and may retain possession of the property until the charges are paid.

History unavailable.

N.D. Cent. Code § 47-16-30.1 (2019)

Security Deposits

A landlord who requires a security deposit must deposit it in an interest-bearing savings or checking account for the tenant's benefit. A landlord may not demand a security deposit in excess of one month's rent, unless the tenant is housing a pet that is not a service or companion animal required by a disabled tenant in which case the deposit may not exceed the greater of $2,500 or two months' rent. The landlord may demand supporting documentation confirming the tenant's disability and the relationship between the disability and the need for the service or companion animal.

Additionally, a lessor may accept an amount or value up to two month's rent, as security, from an individual:

- convicted of a felony offense as an incentive to rent the property to the individual; or

- who has had a judgment entered against that individual for violating the terms of a previous rental agreement.

Upon termination of a lease, the landlord may apply the security deposit and accrued interest to:

- damages caused by deteriorations or injuries to the property or dwelling by the tenant's pet or through the negligence of the tenant or the tenant's guest;

- any unpaid rent; or

- cleaning or repair costs which were the tenant's responsibility, and which are necessary to return the dwelling to its original state at the time the tenant took possession, reasonable wear and tear excepted.

  Note: The landlord must provide the tenant with a statement detailing the condition of the premises at the time the rental agreement is entered into, which statement must be signed by both parties. The statement constitutes prima facie proof of the condition of the premises at the beginning of the rental agreement.

The amount due the tenant, with an itemization of how any retained funds were applied, must be delivered or mailed to the tenant at the last address furnished the landlord within 30 days after termination of the lease and delivery of possession to the landlord. Interest on the security deposit need not be paid if the term of occupancy was less than nine months. Amounts not claimed by the tenant within one year of termination of the lease must be reported pursuant to N.D. Cent. Code § 47-30.1-08.

If ownership of the leased property or dwelling is transferred, the security deposit and accrued interest must be transferred to the grantee of the landlord's interest.

If a lease is entered into in partial or total reliance on fraudulent misrepresentations, the agreement may be terminated by the aggrieved party, who shall receive any security deposit made pursuant to the lease, plus accrued interest.

A landlord is liable for treble damages for any security deposit unreasonably withheld.

Section 47-16-07.1 amended 2019; § 47-16-07.5 amended 2017.

N.D. Cent. Code §§ 47-16-07.1, -07.2, -07.4, -07.5 (2019)

North Dakota, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory practice for a person to:

- refuse to rent, after the making of a bona fide offer, refuse to negotiate rental of, or in any manner make unavailable or deny a dwelling to an individual based on sex, marital status, race, religion, color, age (age 40 or older), familial status, disability, national origin or public assistance;

- discriminate against a person based on sex, marital status, race, religion, color, age (age 40 or older), familial status, disability, national origin or public assistance in a term, condition or privilege relating to the rental of a dwelling or in providing services or facilities in connection with a rental;

- represent to a person that a dwelling is not available for inspection for rental because of the person's sex, marital status, race, religion, color, age (age 40 or older), familial status, disability, national origin or public assistance status when the dwelling is in fact available; or

- for profit, induce or attempt to induce a person to rent a dwelling by representations regarding the entry or prospective entry into the neighborhood of person(s) of a particular

sex, marital status, race, religion, color, age (age 40 or older), familial status, disability, national origin or public assistance status.

It is also a discriminatory practice to make, print or publish any notice, statement or advertisement indicating any prohibited preference, limitation or discrimination or any intention to make or have such a preference, limitation or discrimination.

Exceptions:

- None of the above prohibitions against discrimination apply to the rental of a single-family house rented by the owner if the owner does not own more than three single-family houses at any one time or any interest in title to any right to proceeds from the rental or sale of more than three single-family houses at any one time. The house must be rented without using rental facilities or services of a licensed real estate broker, agent, or realtor, or a person in the business of selling or renting dwellings, or the publication, posting or mailing of a notice, statement or advertisement prohibited by N.D. Cent. Code § 14-02.5-03. This exception applies only to one rental in a 24-month period, if the owner was not the most recent resident of the house at the time of rental.

- Additionally, none of the above prohibitions apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner maintains and occupies one of the living quarters as his or her residence.

- The prohibitions against discrimination based on age or familial status do not apply to housing for the elderly, as set forth in N.D. Cent. Code § 14-02.5-11.

- The fair housing laws do not prohibit a person from refusing to rent a dwelling to two unrelated individuals of opposite gender who are not married to each other.

- The fair housing laws do "not prohibit a religious organization, association, or society or a nonprofit institution or organization operated, supervised, or controlled by or in conjunction with such an organization, association, or society from limiting the sale rental or occupancy of dwellings that it owns or operates for other than a commercial purpose to individuals of

the same religion or giving preference to persons of the same religion, unless membership in the religion is restricted because of race, color, or national origin."

"Familial status" means one or more minors domiciled with a parent or other person having legal custody, or the parent's or other person's designee having custody with the parent's or other person's written permission.

A person aggrieved by any discriminatory practice may file a complaint with the Department of Labor and Human Rights, and if, after hearing, the Department finds that a person has engaged in a discriminatory practice, the Department may, in addition to other action, assess a civil penalty not exceeding $11,000 if the respondent has committed a prior discriminatory housing practice, up to $27,000 if the respondent has been adjudged to have committed one other discriminatory housing practice during the previous five years, or up to $55,000 if two or more discriminatory practices were committed by the respondent during the seven-year period ending on the date of filing the charge.

A charging party or a respondent may elect to have the matter decided in a civil action after the Department has issued a charge finding reasonable cause exists to believe a violation has occurred.

History unavailable.

N.D. Cent. Code §§ 14-02.5-01 to -05, -09, -10, -11, -14, -30, -32 (2019)

Other Provisions Related to Tenant Screening

A person may not refuse to rent, to negotiate a rental or in any other manner make unavailable or deny a dwelling to an individual, or otherwise retaliate in the rental of a dwelling, solely because a tenant or applicant, or a household member of a tenant or applicant exercised the right to terminate a lease due to domestic abuse.

History unavailable.

N.D. Cent. Code § 47-16-17.1 (2019)

Ohio

Ohio, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with applicable building and housing code requirements materially affecting health and safety;
- make repairs and do what is reasonably necessary to put and keep the premises in a habitable condition;
- keep common areas in a clean and safe condition; and
- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning fixtures and appliances, including elevators, which the landlord supplies or is required to supply.

If the landlord fails to so maintain the premises, or provide essential services as described below, and the conditions of the premises are such that the tenant reasonably believes the landlord has failed to fulfill those obligations or a governmental agency has found violations of building, health or safety codes that apply to a condition that could materially affect the health and safety of an occupant, the tenant may give written notice to the landlord describing the acts and omissions or code violations constituting noncompliance.

If the landlord fails to cure the condition within a reasonable time considering the severity of the condition and time needed to remedy it, or within 30 days, whichever is sooner, provided the tenant is current in rent payments, the tenant may:

- terminate the rental agreement;

- deposit all rent due and later becoming due with the clerk of the municipal court or county court; or

- apply to the court for an order directing the landlord to cure the condition, in which case the tenant may deposit rent with the court, apply for an order reducing rent until the condition is remedied, and apply for an order to use the deposited rent to remedy the condition.

Note: The landlord may apply to the court for release of the deposited rent pursuant to Ohio. Rev. Code § 5321.09.

Exception: These remedy provisions do not apply to a landlord who is party to rental agreements that cover three or fewer dwelling units and who provides notice of that fact in a written rental agreement, or in case of oral tenancy agreements, delivers a written notice of that fact to the tenant at the time of original occupancy.

Section 5321.04 amended 2012; § 5321.07 enacted 1994; § 5321.09 enacted 1990.

Ohio Rev. Code Ann. §§ 5321.04, .07, .09 (2019)

Provision of Essential Services

A landlord must:

- if the landlord is party to any rental agreements that cover four or more units in the same structure, provide and maintain receptacles for removal of ashes, garbage, rubbish and other waste incidental to the dwelling's occupancy and arrange for their removal; and

- at all times supply running water and reasonable amounts of hot water and heat, except if the building including the dwelling unit is not required by law to be equipped for that purpose or the unit is so constructed that heat or hot water is generated by an installation within the tenant's exclusive control and supplied by a direct public utility connection.

A landlord who terminates utilities or services in order to regain possession of the premises is liable in a civil action for all damages caused to a tenant, or a tenant whose possession has terminated, and for attorney fees.

Section 5321.04 amended 2012; § 5321.15 enacted 1974.

Ohio Rev. Code Ann. §§ 5321.04, .15 (2019)

Repairs

No relevant provisions were located.

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's entry into the dwelling unit in order to:

- inspect the premises;

- deliver packages that are too large for the tenant's mail facilities;

- make ordinary, necessary or agreed repairs, decorations, alterations or improvements;

- supply necessary or agreed services; or

- show the unit to prospective or actual purchasers, mortgagees, workers, contractors or tenants.

The landlord may enter only at reasonable times and may not abuse the right of entry. Except in the case of an emergency or unless it is impracticable to do so, the landlord must give reasonable notice of the landlord's intent to enter. In the absence of evidence to the contrary, 24 hours' notice is presumed to be reasonable notice.

If the landlord repeatedly makes demands for lawful entry which results in harassment of the tenant, makes an illegal entry or makes a legal entry in an unreasonable manner, the tenant may:

- terminate the rental agreement; or

- obtain injunctive relief to prevent recurrence of the conduct, recover actual damages and attorney fees.

Section 5321.04 amended 2012; § 5321.05 enacted 1990.

Ohio Rev. Code Ann. §§ 5321.04, .05 (2019)

Ohio, Property Management Licensing

Ohio does not separately license property managers.

However, the definition of "real estate broker," for which a license is required, includes a person or entity, who for another and for compensation "[o]perates, manages, or rents, or offers or attempts to operate, manage, or rent, other than as custodian, caretaker or janitor, any building or portion of buildings to the public as tenants." For details of the licensing qualifications for real estate brokers and salespersons, see **Licensing Requirements and Maintenance Annual Report—Ohio**.

Amended 2019.

Ohio Rev. Code Ann. § 4735.01 (2019)

Registration/Licensing/Certification of Rental Properties

An owner of residential rental property must file with the auditor in the county where the property is located the following information:

- the name, address, and telephone number of the property owner;
- if the property is owned by a corporation, limited liability company, partnership, limited partnership, trust, or real estate investment trust, the name, address, and telephone number of the responsible party; and
- the street address and parcel number of the property.

If a residential rental property owner fails to register, the county auditor may impose a special assessment on the property that is not less than $50 or more than $150.

Amended 2007.

Ohio Rev. Code Ann. §§ 5323.02, .99 (2019)

Ohio, Reasonable Accommodation

It is unlawful for any person to discriminate in the rental, or otherwise make unavailable or deny housing accommodations to a renter, or discriminate against any person in the terms, conditions or privileges of rental of residential real property or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;

- a person residing or intending to reside in the housing accommodations after they are rented; or

- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing housing accommodations occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy housing accommodations;

- in connection with a "covered multifamily residential real property," failure to design and construct such property in a manner that the dwellings have at least one building entrance on an accessible route, unless the terrain or unusual site characteristics make it impractical to do so, and if the building are so accessible:

    - makes the common-use and public-use areas of the residential real property readily accessible to and usable by a person with a disability;

    - provides that all doors into and within all premises within residential real property are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the residential real property contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats

and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

Note: "Covered residential real property" means: (a) a building with four or more units, if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions:

- The above prohibitions, do not apply to:

    - rooms or units in dwellings containing living quarters occupied or intended for occupancy by not more than four families living independently, if the owner occupies one of the living quarters as his or her own residence; or

    - rental of a single-family dwelling by an owner, if the owner does not own or have an interest in more than three single-family houses at any one time, and the house is rented without the use of a real estate broker, agent or salesperson or the facilities of a person in the business of renting dwellings.

- In no event is it required that a dwelling be made available to an individual if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

Any aggrieved person may file a complaint with the Ohio Civil Rights Commission within one year of the occurrence of the alleged discriminatory housing practice. If it is determined that probable cause exists for the complaint, the Commission must first try to eliminate the practice by conference, conciliation and persuasion, which, if unsuccessful, may be followed by a formal hearing. If the Commission determines that the respondent committed a discriminatory housing practice, remedial action may include payment to the complainant of actual damages, punitive damages, costs and reasonable attorney fees.

An aggrieved person may also commence a civil suit in district court within one year after the occurrence of the alleged discriminatory housing practice. In such an action, if the court finds that

such a practice has occurred, it may award the plaintiff actual and punitive damages and any injunctive it deems appropriate. The prevailing party may be awarded attorney fees and costs.

Sections 4112.02, 4112.024, and 4112.05 amended 2017; §§ 4112.051 amended 2009.

Ohio Rev. Code Ann. §§ 4112.02, .024, .05, .051 (2019)

Ohio, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may bring an unlawful detainer action to recover possession of the premises if the tenant is in default in rent payments.

In an action for possession of residential premises based upon nonpayment of the rent or in an action when the tenant is in possession, the tenant may counterclaim for any amount the tenant may recover under the rental agreement or law. In that event, the court from time to time may order the tenant to pay into court all or part of the past due rent and rent becoming due during the action's pendency. After trial and judgment, the party to whom a net judgment is owed will be paid first from the money paid into court, and any balance will be satisfied as any other judgment.

Section 5321.03 amended 2007; § 1923.061 amended 2012.

Ohio Rev. Code Ann. §§ 1923.061, 5321.03 (2019)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

A residential landlord may not seize the furnishings or possessions of a tenant, or of a tenant whose right of possession has terminated, in order to recover rent payments, other than in accordance with a court order.

Enacted 1974.

Ohio Rev. Code Ann. § 5321.15 (2019)

Security Deposits

A "security deposit" is any deposit of money or property to secure performance by the tenant under a rental agreement. A security deposit in excess of $50 or one month's periodic rent, whichever is greater, must bear interest on the excess at 5.0% per annum, if the tenant remains in possession of the premises for six months or more, and be computed and paid annually to the tenant.

Upon termination of a rental agreement, a security deposit may be applied to payment of past due rent and damages the landlord has sustained by reason of the tenant's noncompliance with statutory or contractual duties. A deduction from the deposit must be itemized and identified in a written notice delivered to the tenant with the remaining deposit balance, within 30 days after termination of the rental agreement and delivery of possession.

The tenant must provide written notification of a forwarding address or new address to which the landlord's notice and deposit funds may be sent.

If the landlord does not comply with the above requirements, the tenant may recover the deposit due him, with damages equal to the amount wrongfully withheld and attorney fees. If the tenant does not provide a forwarding address as required, the tenant is not entitled to damages or attorney fees.

Enacted 1974.

Ohio Rev. Code Ann. § 5321.16 (2019)

Ohio, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory practice for any person, because of race, color, religion, sex, national origin, disability, ancestry, military status or familial status, to:

- refuse to rent or refuse to negotiate in good faith for the rental of, or otherwise make unavailable or deny housing accommodations to a person;

- discriminate against a person in the terms or conditions of a renting, leasing or subleasing of housing accommodations or in the furnishing of facilities, privileges or services in connection with the use or occupancy of any housing accommodations; or

- represent to any person that housing accommodations are not available for inspection, sale or rental when in fact they are available.

It is also an unlawful discriminatory practice for a person to:

- print, publish or circulate, or cause to be made any statement or advertisement with respect to the rental, lease or sublease of any housing accommodations that indicates a preference, limitation, specification or discrimination on the basis of race, color, religion, sex, national origin, disability, ancestry, military status or familial status or an intention to make such preference, limitation, specification or discrimination; or

- "make any inquiry, elicit any information, make or keep any record, or use any form of application containing questions or entries concerning race, color, religion, sex, military status, familial status, ancestry, disability, or national origin in connection with the sale or lease of any housing accommodations or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations."

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;

- a designee of a parent, or other person having custody of a minor child, who is domiciled with a minor child with the written permission of the parent or other person;

- any person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- In no event is it required that housing accommodations be made available to an individual if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

- A religious or denominational institution or organization, or any nonprofit charitable or educational organization operated, supervised or controlled by or in conjunction with a religious organization may limit the rental or occupancy of housing accommodations which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color or national origin.

- The provisions regarding discrimination based on familial status do not apply to housing accommodations provided under state or federal programs that have been determined to be specifically designed and operated to assist elderly persons, housing accommodations intended for and solely occupied by persons 62 years of age or older, or housing accommodations intended and operated for occupancy by at least one person who is 55 years old or older per unit.

Any aggrieved person may file a complaint with the Ohio Civil Rights Commission within one year of the occurrence of the alleged discriminatory housing practice. If it is determined that probable cause exists for the complaint, the Commission must first try to eliminate the practice by conference, conciliation and persuasion, which, if unsuccessful, may be followed by a formal hearing. If the Commission determines that the respondent committed a discriminatory housing practice, remedial action may include payment to the complainant of actual damages, punitive damages, costs and reasonable attorney fees.

An aggrieved person may also commence a civil suit in district court within one year after the occurrence of the alleged discriminatory housing practice. In such an action, if the court finds that such a practice has occurred, it may award the plaintiff actual and punitive damages and any injunctive it deems appropriate. The prevailing party may be awarded attorney fees and costs.

Sections 4112.02, 4112.024, and 4112.05 amended 2017; § 4112.051 amended 2009.

Ohio Rev. Code Ann. §§ 4112.02, .024, .05, .051 (2019)

Other Provisions Related to Tenant Screening

It is an unlawful discriminatory practice to make an inquiry to determine whether an applicant for rental of housing accommodations, a person residing in or intending to reside in the housing accommodations after they are rented, or made available, or any individual associated with that person has a disability, or make an inquiry to determine the nature or severity of a disability such persons.

With respect to all applicants for the rental of housing accommodations, regardless of whether they have disabilities, a landlord may make an inquiry to determine:

- an applicant's ability to meet the requirements of tenancy;

- whether an applicant is qualified for housing accommodations available only to persons with disabilities or with a particular type of disability;

- whether an applicant is qualified for a priority available to persons with disabilities or with a particular type of disability;

- whether an applicant currently uses a controlled substance in violation of Ohio Rev. Code Ann. § 2925.11 or a comparable municipal ordinance; and

- "whether an applicant at any time has been convicted of or pleaded guilty to any offense, an element of which is the illegal sale, offer to sell, cultivation, manufacture, other production, shipment, transportation, delivery, or other distribution of a controlled substance."

Amended 2017.

Ohio Rev. Code Ann. §§ 4112.02, .024 (2019)

Oklahoma

Oklahoma, Condition of Rental Property

Habitability Requirements

A landlord must keep all common areas of his buildings, grounds, facilities, and appurtenances in a clean, safe, and sanitary condition at all times during the tenancy.

If a dwelling unit or premises are damaged or destroyed by fire or other casualty to an extent that enjoyment of the unit is substantially impaired, unless the impairment is caused by the deliberate or negligent act or omission of the tenant, a family member, his animal or pet or other person or animal on the premises with his consent, the tenant may:

- immediately vacate the premises and notify the landlord in writing within one week thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

- if continued occupancy is possible, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

If the rental agreement is so terminated, the landlord must return all deposits recoverable under Section 115 and all prepaid and unearned rent.

Section 118 amended 2010; § 122 enacted 1978.

Okla. Stat. tit. 41, §§ 118, 122 (2019)

Provision of Essential Services

The landlord at all times during the tenancy must:

- 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 him;

- except in the case of one- or two-family residences or where provided by a governmental entity, 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 the frequent removal of such wastes; and

- except in the case of a single-family residence or where the service is supplied by direct and independently metered utility connections to the dwelling unit, supply running water and reasonable amounts of hot water at all times and reasonable heat.

If the landlord willfully or negligently fails to supply heat, running water, hot water, electric, gas or other essential service, the tenant may give written notice to the landlord specifying the breach and thereafter may:

- upon written notice, immediately terminate the rental agreement;

- procure reasonable amounts of heat, hot water, running water, electric, gas or other essential service during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

- recover damages based upon the diminution of the fair rental value of the dwelling unit; or

- upon written notice, procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

Amended 2010.

Okla. Stat. tit. 41, § 118 (2019)

Repairs

The landlord must make all repairs and do whatever is necessary to put and keep the tenant's dwelling unit and premises in a fit and habitable condition.

The landlord and tenant may agree by a conspicuous writing independent of the rental agreement that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling.

If the landlord fails to comply to provide services under Okla. Stat. tit. 41, § 118, and the noncompliance materially affects the health or safety of the tenant, the tenant may:

- deliver to the landlord a written notice specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied within 14 days; and

- terminate the lease unless the landlord adequately remedies the breach within the time specified.

If there is a breach that materially affects the health and safety of the tenant which is remediable by repairs, and the reasonable cost of the repair is less than $100, the tenant may notify the landlord in writing of his intention to correct the condition at the landlord's expense after the expiration of 14 days. If the landlord fails to correct the breach, the tenant may complete the repair, submit to the landlord an itemized statement of the costs, and deduct from his rent the actual and reasonable cost, or the fair and reasonable value of the work.

Tenant's Failure to Comply with Rental Agreement or Perform Duties - Rights and Duties of Landlord

Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if the tenant does not comply with the rental agreement or with Okla. Stat. tit. 41, § 127 which noncompliance can be remedied by repair, replacement of a damaged item, or cleaning, and the tenant fails to comply as promptly as conditions require in the case of an emergency or within 10 days after written notice served by the landlord specifying the breach and requiring that the tenant remedy it within that period of time, the landlord may enter the dwelling and cause the work to be done in a workmanlike manner and thereafter submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date rent is due, or if the rental agreement has terminated, for immediate payment. If the landlord so remedies the breach, the landlord may not terminate the rental agreement by reason of the tenant's failure to remedy the breach.

Section 118 amended 2010; § 121 enacted 1978; § 132 amended 1998.

Okla. Stat. tit. 41, §§ 118, 121, 132 (2019)

Right of Entry

A tenant may not unreasonably withhold consent to the landlord, his agents and employees, 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, mortgagee, tenants, workmen or contractors.

A landlord, his agents and employees may enter the dwelling unit without consent of the tenant in case of emergency.

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 must give the tenant at least one day's notice of his intent to enter and may enter only at reasonable times.

Unless the tenant has abandoned or surrendered the premises, a landlord has no other right of access during a tenancy except as is provided by law or pursuant to a court order.

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or harasses the tenant by making repeated unreasonable demands for entry, the tenant may:

- obtain injunctive relief to prevent the recurrence of the conduct; or
- upon written notice, terminate the rental agreement.

In either case the tenant may recover actual damages. However, neither injunctive relief nor damages are available to a tenant if the basis for the landlord's action is the landlord's execution of a writ in the manner prescribed by Okla. Stat. tit. 12, § 1148.10A.

Section 124 amended 1995; § 128 enacted 1978.

Okla. Stat. tit. 41, §§ 124, 128 (2019)

Oklahoma, Property Management Licensing

Oklahoma does not separately license property managers.

However, the definition of "real estate broker," for which a license is required, includes a person or entity who for compensation "rents or leases any real estate, or who negotiates or attempts to negotiate any such activity, or solicits listings of places for rent or lease, or solicits for prospective tenants, purchasers or sellers, or who advertises or holds himself out as engaged in such activities." Thus, to the extent a person who manages property for another engages in those activities, he or she would need to be licensed as a real estate broker or salesperson. For details of the licensing qualifications for real estate brokers and salespersons, see **Licensing Requirements and Maintenance Annual Report—Oklahoma**.

Exception: The licensing requirement does not apply to any person acting as the resident manager for the owner, or an employee acting as the resident manager for a licensed real estate broker, managing an apartment building, duplex, apartment complex or court, when such resident manager resides on the premises and is engaged in the leasing of property in connection with the employment of the resident manager.

Section 858-102 amended 2017; § 858-301 amended 2011.

Okla. Stat. tit. 59, §§ 858-102, -301 (2019)

Registration/Licensing/Certification of Rental Properties

Oklahoma does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Oklahoma, Reasonable Accommodation

It is unlawful for the owner, lessor or manager having the right to lease or rent a housing accommodation to discriminate against a person because of physical or mental disability. Such discrimination includes:

- a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, provided that such person also provides a surety bond guaranteeing restoration of the premises to their prior condition;

- a refusal to make reasonable accommodations in rules, policies, practices, or services, when the accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling, or

- a failure to design and construct a covered multifamily dwelling after the enactment of the Federal Fair Housing Amendments Acts of 1988 in a manner where:

    - the public use and common use portions of the dwellings are readily accessible to and usable by handicapped persons;

    - all the doors designed to allow passage into and within all premises within the dwellings are sufficiently wide to allow passage by handicapped persons in wheelchairs; and

    - all premises within the dwellings contain the following features of adaptive design:

        - an accessible route into and through the dwelling;

- light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

- reinforcements in bathroom walls to allow later installation of grab bars;

- usable kitchen and bathrooms so that an individual in a wheelchair can maneuver about the space; and

- compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people.

Exception: In no event, must a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

A person with a disability may submit a request for a reasonable accommodation to maintain an assistance animal in a dwelling pursuant to the Fair Housing Act, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, or any other federal, state or local law. "Unless the person making the request has a disability or disability-related need for an assistance animal that is readily apparent, the landlord may request reliable supporting documentation that (1) is necessary to verify that the person meets the definition of disability pursuant to the Fair Housing Act, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. The landlord may independently verify the authenticity of any supporting documentation. Supporting documentation that was acquired through purchase or exchange of funds for goods and services shall be presumed to be fraudulent supporting documentation."

Section 1452 amended 2013; § 113.2 enacted 2018.

Okla. Stat. tit. 25, § 1452 (2019); Okla. Stat. tit. 41, 113.2 (2019)

Oklahoma, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If a tenant fails to pay rent when due the landlord may:

- bring an action for recovery of the rent at any time after it is due;

- wait until the expiration of the period allowed for curing a default by the tenant before bringing such action for recovery; or

- terminate the rental agreement if the tenant fails to pay rent within five days after written notice of the landlord's demand for payment.

Demand for past due rent is deemed a demand for possession of the premises and no further notice to quit possession need be given by the landlord to the tenant for any purpose.

Amended 1995.

Okla. Stat. tit. 41, § 131 (2019)

Abandonment of the Premises

If a tenant wrongfully abandons a dwelling unit during the rental term, the landlord must make a reasonable effort to make the unit available for rental. If the unit is rented for a term beginning before expiration of the abandoning tenant's rental agreement, the rental agreement terminates as of the commencement of the new tenancy. If the landlord does not make a reasonable effort to rerent the unit, or accepts abandonment as a surrender, the agreement is deemed terminated by the landlord as of the date the landlord has notice of the abandonment.

If the landlord fails to re-rent the abandoned premises for a fair rental during the term after reasonable efforts to do so, the tenant is liable for the entire rent or the difference in rental, whichever is appropriate, for the remainder of the term.

Enacted 1978.

Okla. Stat. tit. 41, § 129 (2019)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

If the tenant abandons or surrenders possession of the dwelling unit, or has been lawfully removed from the premises through eviction proceedings and leaves personal property in or around the unit, the landlord may take possession of the property, and if, in the judgment of the landlord, the property has "no ascertainable or apparent value," the landlord may dispose of the property without any duty of accounting or liability to any party.

If the property has an ascertainable or apparent value the landlord must provide written notice to the tenant by certified mail to the last-known address that if the property is not removed within the time specified in the notice, the property will be deemed abandoned.

Any property left with the landlord for a period of 30 days or longer is conclusively deemed to be abandoned and as such the landlord may dispose of the property in any manner which he deems reasonable and proper without liability to the tenant or any other interested party.

The landlord must store all of the tenant's personal property in a place of safekeeping and exercise reasonable care of the property. The landlord is not responsible to the tenant for any loss not caused by the landlord’s deliberate or negligent act. The landlord may elect to store the property in

the dwelling unit that was abandoned or surrendered by the tenant, in which event the storage cost may not exceed the fair rental value of the premises. If the tenant's property is removed to a commercial storage company, the storage cost includes the actual charge for the storage and removal from the premises to the place of storage.

If the tenant removes the personal property within the time limitation, the landlord is entitled to the cost of storage for the period during which the property remained in the landlord's safekeeping plus all other costs that accrued under the rental agreement.

The landlord is not liable in an action by a tenant claiming loss due to the landlord's election to destroy, sell or otherwise dispose of the property in compliance with the law. If, however, the landlord deliberately or negligently violates section 130, he is liable for actual damages.

Amended 2019.

Okla. Stat. tit. 41, § 130 (2019)

Security Deposit

Any damage or security deposit required by a landlord must be kept in an escrow account for the tenant, which account must be maintained in Oklahoma with a federally insured financial institution. Misappropriation of the security deposit is punishable by a term in a county jail not to exceed six months and by a fine not to exceed twice the amount misappropriated from the escrow account.

Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the law and the rental agreement, all as itemized by the landlord in a written statement delivered by mail to the tenant's last known address.

If the landlord proposes to retain any portion of the security deposit for rent, damages or other legally allowable charges, the landlord must return the balance of the security deposit without interest to the tenant within 45 days after the termination of tenancy, delivery of possession and written demand by the tenant. If the tenant does not make such written demand for the deposit

within six months after termination of the tenancy, the deposit reverts to the landlord in consideration of the costs and burden of maintaining the escrow account, and the tenant's interest in the deposit terminates at that time.

Amended 2015.

Okla. Stat. tit. 41, § 115 (2019)

Oklahoma, Tenant Screening

State Unfair Housing Requirements

It is unlawful for a person considered to be in the business of selling or renting dwellings to commit the following discrimination practices because of status of race, color, religion, sex, disability, marital status, familial status, sexual orientation, national origin, or handicap:

- to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of any housing, or otherwise make unavailable or deny any housing because of a person's status;

- to discriminate against any person in the terms, conditions, or privileges of sale or rental of housing, or in the provision of services or facilities in connection with any housing because of a person's status;

- to make, print, publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of housing that indicates any preference, limitation, discrimination, or intention to make any such preference, limitation, or discrimination because of a person's status;

- to represent to any person, for reasons of discrimination, that any housing is not available for inspection, sale, or rental when such housing is in fact so available because of a person's status;

- to deny any person access to, or membership or participation in, a multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or discriminate against a person in the terms or conditions of access, membership, or participation in such an organization, service, or facility because of a person’s status;

- to include in any transfer, sale, rental, or lease of housing any restrictive covenant that discriminates, or for any person to honor or exercise, or attempt to honor or exercise, any discriminatory covenant pertaining to housing because of a person’s status;

- to refuse to consider the income of both applicants when both applicants seek to buy or lease housing because of a person’s status;

- to refuse to consider as a valid source of income any public assistance, alimony, or child support, awarded by a court, when that source can be verified as to its amount, length of time received, regularity, or receipt because of a person’s status;

- to discriminate against a person in the terms, conditions, or privileges relating to the obtaining or use of financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of any housing because of a person’s status;

- to discharge, demote, or discriminate in matters of compensation or working conditions against any employee or agent because of the obedience of said employee or agent to these anti-discrimination provisions;

- to solicit or attempt to solicit the listing of housing for sale or lease, by door-to-door solicitation, in person, or by telephone, or by distribution of circulars, if one of the purposes is to change the racial composition of the neighborhood; or

- to knowingly induce or attempt to induce another person to transfer an interest in real property, or to discourage another person from purchasing real property, by representations regarding the existing or potential proximity of real property owned, used, or occupied by persons of any particular status or to represent that such existing or potential proximity shall

or may result in:

- the lowering of property values;
- a change in the racial, religious, or ethnic character of the block, neighborhood, or area in which the property is located;
- an increase in criminal or antisocial behavior in the area; or
- a decline in quality of the schools serving the area.

It is also unlawful to:

- refuse to rent or lease housing to a blind, deaf, or handicapped person on the basis of the person's use or possession of a bona fide, properly trained guide, signal, or service dog;
- demand the payment of an additional nonrefundable fee or an unreasonable deposit for rent from a blind, deaf, or handicapped person for such dog, provided the person may be liable for any damage done to the dwelling by such dog;
- discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to any buyer or renter because of a handicap of that buyer or renter, a person residing in or intending to reside in that dwelling after it is sold, rented, or made available, or any person associated with that buyer or renter; or
- discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a handicap of that person, a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available, or any person associated with that person.

Exceptions:

The provisions against unlawful housing discrimination do not:

- apply to a private membership club which is a bona fide club and which is exempt from taxation pursuant to Section 501(c) of the Internal Revenue Code;

- prohibit a religious organization, association, or society, or a nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from:

    - limiting the sale, rental, or occupancy of dwellings that it owns or operates for other than a commercial purpose to persons of the same religion; or

    - giving preference to persons of the same religion, unless membership in the religion is restricted because of race, color, or national origin; or

- apply to "housing for older persons."

"Housing for older persons" means housing:

- that the Commission determines is specifically designed and operated to assist elderly persons pursuant to a federal or state program;

- intended for, and solely occupied by, persons 62 years of age or older; or

- intended and operated for occupancy by at least one person 55 years of age or older per unit as determined by Commission rules.

Amended 2013.

Okla. Stat. tit. 25, §§ 1452, 1453 (2019)

Other Provisions Related to Tenant Screening

The owner of any real property, including any improvements consisting of dwelling units, acquired or improved in connection with an allocation of income tax credits pursuant to specified federal or Oklahoma laws may impose conditions in any lease agreement for the occupancy of any dwelling located on real property "which allow the owner to accept or decline to enter into the lease agreement, or to terminate a previously executed lease agreement based upon the discovery of incomplete or false information, with respect to the prior felony conviction of any person identified as a tenant pursuant to the terms of the lease agreement, including occupants of the dwelling whether or not those occupants formally execute a lease agreement."

The owner of such real property may either accept or decline to enter into a lease agreement or to terminate a previously executed lease agreement based upon specified felony convictions, whether pursuant to federal law or the laws of any state or other governmental jurisdiction.

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Enacted 2019.

Okla. Stat. tit. 41, § 201 (2019)

Oregon

Oregon, Condition of Rental Property

Habitability Requirements

A landlord must at all times during the tenancy maintain the dwelling unit in a habitable condition, including:

- maintaining in good working order all electrical, plumbing and other facilities and appliances which the landlord supplies, subject to reasonable wear and tear; and

- keeping common areas in a habitable condition.

If there is a material noncompliance by the landlord with the rental agreement or the above requirements, the tenant may, upon written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement may terminate upon a date not less than 30 days after delivery of the notice if the breach is not remedied in seven days in the case of an essential service or 30 days in all other cases.

If the breach is remediable by repairs, the payment of damages or otherwise and if the landlord adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate by reason of the breach.

If substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the tenant may terminate the rental agreement upon at least 14 days' written notice specifying the breach and the date of termination of the rental agreement.

The tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or requirements for providing a habitable unit. The tenant is not entitled to recover damages for a landlord's noncompliance if the landlord neither knew nor reasonably should have known of the condition that constituted the noncompliance and:

- the tenant knew or reasonably should have known of the condition and failed to give actual notice to the landlord in a reasonable time prior to the occurrence of the personal injury, damage to personal property, diminution in rental value or other tenant loss resulting from the noncompliance; or

- the condition was caused after the tenancy began by the deliberate or negligent act or omission of someone other than the landlord or a person acting on behalf of the landlord.

Exception: A tenant may not terminate for a condition caused by his want of due care or that of a family member or other person on the premises with his permission or consent.

Sections 90.320 amended 2013; § 90.730 amended 2015; § 90.360 amended 1999.

Or. Rev. Stat. §§ 90.320, .360, .730 (2019)

Provision of Essential Services

If a landlord negligently fails to supply any essential service, the tenant may give written notice to the landlord specifying the breach and that the tenant may seek substitute services, diminution in rent damages or substitute housing. After allowing the landlord a reasonable time and reasonable access under the circumstances to supply the essential service, the tenant may:

- procure reasonable amounts of the essential service during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

- recover damages based upon the diminution in the fair rental value of the dwelling unit; or

- if the failure to supply an essential service makes the dwelling unit unsafe or unfit to occupy, procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. In addition, the tenant may recover as damages from the landlord the actual and reasonable cost or fair and reasonable value of comparable substitute housing in excess of the rent for the dwelling unit. Substitute housing is comparable if it is of a quality that is similar to or less than the quality of the dwelling unit with regard to basic elements including cooking and refrigeration services and, if warranted, upon consideration of factors such as location in the same area as the dwelling unit, the availability of substitute housing in the area and the expense relative to the range of choices for substitute housing in the area. A tenant may

choose substitute housing of relatively greater quality, but the tenant's damages are limited to the cost or value of comparable substitute housing.

"Essential service" includes:

- heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior doors, latches for windows and any cooking appliance or refrigerator supplied or required to be supplied by the landlord; and

- any other service or habitability obligation imposed by the rental agreement or Or. Rev. Stat. Ann. § 90.320, the lack or violation of which creates a serious threat to the tenant’s health, safety or property or makes the dwelling unit unfit for occupancy.

In a city, or the county within the city's urban growth boundary, that has implemented multi-family recycling service, a landlord who has five or more residential dwelling units on a single premises or five or more manufactured dwellings in a single facility must at all times during tenancy provide to all tenants:

- a separate location for containers or depots for at least four principal recyclable materials or for the number of materials required to be collected under the residential on-route collection program, whichever is less, adequate to hold the reasonably anticipated volume of each material;

- regular collection service of the source separated recyclable materials; and

- notice at least once a year of the opportunity to recycle with a description of the location of the containers on the premises and information about how to recycle.

Section 90.365 amended 2007; § 90.318 enacted 1991.

Or. Rev. Stat. Ann. §§ 90.318, .365 (2019)

Repairs

If, the landlord fails to repair a minor habitability defect, the tenant may repair the defect and deduct from his subsequent rent obligation the actual and reasonable cost of the repair work, not to exceed $300, provided that the tenant gives the landlord written notice prior to making the repairs describing the minor habitability defect, and stating the tenant's intention to repair the defect and deduct the cost of the repair from a subsequent rent obligation if the landlord fails to make the repair by a specified date.

The specified date for repair contained in such a written notice must be at least seven days after the date the notice is given to the landlord, and if the landlord fails to make the repair by the specified date, the tenant may repair the defect as described above.

Any repair work performed by tenant must be performed in a workmanlike manner and be in compliance with state statutes, local ordinances and the state building code.

The landlord may specify the people to perform the repair work if the landlord's specifications are reasonable and do not diminish the tenant's rights.

To deduct the repair cost from the rent, the tenant must give the landlord a written statement, prepared by the person who made the repair, showing the actual cost of the repair.

Exceptions: A tenant may not repair-and-deduct if:

- within the time specified in the notice, the landlord substantially repairs the defect;
- after the time specified in the notice, but before the tenant causes the repair to be made, the landlord substantially repairs the defect;
- the tenant has prevented the landlord from making the repair;

- the defect was caused by a deliberate or negligent act or omission of the tenant or of a person on the premises with the tenant's consent;

- the tenant knew of the defect for more than six months before giving notice; or

- the tenant has previously used the remedy for the same occurrence of the defect.

The landlord and tenant may agree that the tenant will perform specified repairs, maintenance and minor remodeling only if:

- the agreement is entered into in good faith and not to evade the landlord's obligations;

- the agreement does not diminish the landlord's obligations to other tenants; and

- the terms and conditions of the agreement are clearly and fairly disclosed and adequate consideration for the agreement is specifically stated.

Section 90.368 enacted 2007; § 90.730 amended 2015.

Or. Rev. Stat. Ann. §§ 90.368, .730 (2019)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's or the landlord's agent's entry into the dwelling unit in order to:

- inspect the premises;
- make necessary or agreed repairs, decorations, alterations or improvements;
- inspect or maintain trees;
- perform agreed yard maintenance, equipment servicing or grounds keeping;
- supply necessary or agreed services; or
- show the unit to prospective purchasers, mortgagees, tenants, workers or contractors.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord must give the tenant at least two days' notice of intent to enter.

A landlord also has a right of access:

- pursuant to court order;
- during the tenant's absence in excess of seven days as reasonably necessary;
- reading the submeter; or
- if the tenant has abandoned possession.

If the tenant refuses lawful access, the landlord may:

- obtain injunctive relief to compel access;
- terminate the rental agreement and take possession of the rental unit; and
- recover actual damages.

If the landlord repeatedly makes demands for unreasonable entry or makes an entry which is unreasonable and without the tenant's consent, the tenant may:

- obtain injunctive relief to prevent re-occurrence of the conduct;
- may terminate the rental agreement; and
- recover actual damages of not less than one month's rent.

Section 90.725 amended 2019; § 90.322 amended 2005.

Or. Rev. Stat. Ann. §§ 90.322, .725 (2019)

Oregon, Property Management Licensing

A "real estate property manager" is a real estate licensee who engages in the management of rental real estate only and is a licensed real estate manager, a principal real estate broker or a real estate broker who is associated with and supervised by a principal real estate broker.

A person who engages in or conducts business, or advertises as a property manager in Oregon must be licensed by the Oregon Real Estate Commission. For details of the qualifications for a real estate manager license, see **Licensing Requirements and Maintenance Annual Report—Oregon**.

Exceptions: The real estate licensing laws do not apply to:

- a nonlicensed individual who is a full-time employee of a single owner of real estate whose real estate activity involves the real estate of the employer and:
    - is incidental to the employee's normal, non-real estate activities; or
    - is the employee's principal activity, but the employer's principal activity or business is not the sale, exchange, lease option or acquisition of real estate;
- a nonlicensed individual who is a regular full-time employee of a single nonlicensed corporation, partnership, association or individual owner of real property acting for the corporation, partnership, association or individual in the rental or management of the real property, but not in the sale, exchange, lease option or purchase of the real property;
- a nonlicensed individual employed by a real estate broker or principal real estate broker and acting as a manager for real estate if the real estate activity of the nonlicensed individual is limited to negotiating rental or lease agreements, checking tenant and credit references, physically maintaining the real estate, conducting tenant relations, collecting the rent, supervising the premises' managers and discussing financial matters relating to management of the real estate with the owner;
- an individual who is the general partner for a domestic or foreign limited partnership engaging in the sale of limited partnership interests and the acquisition, sale, exchange, lease, transfer or management of the real estate of the limited partnership; and
- an individual who is the sole member or a managing member of a limited liability company, a partner in a partnership, or an officer or director of a corporation who is engaging in the acquisition, sale, exchange, lease, transfer or management of the real estate of the limited liability company, partnership, or corporation.

Sections 696.010, .030 amended 2013; § 696.125 added 2011.

Or. Rev. Stat. §§ 696.010, .030, .125 (2019)

Oregon, Reasonable Accommodation

An owner or other person renting or leasing real property, or a real estate broker or salesperson commits a discriminatory practice if he or she:

- refuses to permit, at the expense of a disabled individual, reasonable modifications of existing premises occupied or to be occupied by the individual if the modifications may be necessary to afford the individual full enjoyment of the premises, provided the landlord reasonably may condition permission for a reasonable modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

- refuses to make reasonable accommodations in rules, policies, practices or services when the accommodations may be necessary to afford the individual with a disability equal opportunity to use and enjoy a dwelling; or

- fails to design and construct a covered multifamily dwelling as required by the Fair Housing Act.

It is an unlawful practice for a person whose business includes engaging in residential real estate related transactions to discriminate against any individual in making a transaction available, or in the terms or conditions of the transaction, because of a disability. Additionally, "[a] real estate broker or principal real estate broker may not accept or retain a listing of real property for sale, lease or rental with an understanding that the purchaser, lessee or renter may be discriminated against solely because an individual has a disability."

Amended 2019.

Or. Rev. Stat. Ann. § 659A.145 (2019)

Oregon, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

The failure of a tenant to pay the rent reserved by the terms of the lease for a period of 10 days, unless a different period is stipulated in the lease, after it becomes due and payable, operates to terminate the tenancy. No notice to quit or pay the rent is required to render possession of such tenant thereafter wrongful; however, if the landlord, after such default in payment of rent, accepts payment thereof, the lease is reinstated for the full period fixed by its terms, subject to termination by subsequent defaults in payment of rent.

The landlord may terminate the rental agreement for nonpayment of rent and take possession as provided by statute by delivering to the tenant:

- at least 72 hours' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period, which notice must be given no sooner than on the eighth day of the rental period, including the first day the rent is due; or

- at least 144 hours' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period, which notice must be given no sooner than on the fifth day of the rental period, including the first day the rent is due.

The notice must also specify the amount of rent that must be paid and the date and time by which the tenant must pay the rent to cure the nonpayment of rent. Payment by a tenant who has received a notice is timely if mailed to the landlord within the period of the notice unless:

- the notice is served on the tenant by personal delivery or by first class mail and attachment as provided in Or. Rev. Stat. Ann. § 90.155(1)(c);

- a written rental agreement and the notice expressly state that payment is to be made at a specified location that is either on the premises or at a place where the tenant has made all previous rent payments in person; and

- the specified place is available to the tenant for payment throughout the period of the notice.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement.

Section 90.394 enacted 2005.

Or. Rev. Stat. Ann. §§ 90.394, .430; 91.090 (2019)

Abandonment of the Premises

The surrender of a dwelling unit may be implied from the landlord's acceptance of a tenant's abandonment or relinquishment of the right to occupy. The landlord's acceptance may be demonstrated by acts of the landlord that are inconsistent with the existence of the tenancy. A landlord's receipt of the keys to the dwelling unit or reasonable efforts to mitigate the landlord's damages by attempting to rent the dwelling unit to a new tenant do not constitute acts inconsistent with the existence of the tenancy. Reasonable efforts to mitigate damages include preparing the unit for rental.

Enacted 1999.

Or. Rev. Stat. Ann. § 90.148 (2019)

Waiver of Right to Terminate for Nonpayment

The failure of a tenant to pay the rent reserved by the terms of the lease for a period of 10 days, unless a different period is stipulated in the lease, after it becomes due and payable, operates to terminate the tenancy. No notice to quit or pay the rent is required to render possession of such tenant thereafter wrongful; however, if the landlord, after such default in payment of rent, accepts

payment thereof, the lease is reinstated for the full period fixed by its terms, subject to termination by subsequent defaults in payment of rent.

History unavailable.

Or. Rev. Stat. Ann. § 91.090 (2019)

Disposition of Tenant's Property

A landlord is responsible for abandoned personal property and must store, sell or dispose of abandoned personal property as provided below when the property is abandoned or left upon the premises by the tenant or any lienholder or owner in the following circumstances:

- the tenancy has ended by termination or expiration of a rental agreement or by relinquishment or abandonment of the premises and the landlord reasonably believes under all the circumstances that the tenant has left the personal property upon the premises with no intention of asserting any further claim to the premises or to the personal property;

- the tenant has been absent from the premises continuously for seven days after termination of a tenancy by a court order that has not been executed; or

- the landlord receives possession of the premises from the sheriff following restitution pursuant to Or. Rev. Stat. Ann. § 105.161.

Prior to storing, selling or disposing of the tenant's personal property, the landlord must give a written notice to the tenant that must be:

- personally delivered to the tenant; or

- sent by first class mail addressed and mailed to the tenant at the premises, any post-office box held by the tenant and actually known to the landlord; and the most recent forwarding address if provided by the tenant or actually known to the landlord.

The notice must state:

- the personal property left upon the premises is deemed abandoned;

- the tenant or any lienholder or owner must contact the landlord by a specified date, not less than five days after personal delivery or eight days after mailing of the notice, to arrange for the removal of the abandoned personal property;

- the personal property is stored at a place of safekeeping;

- the tenant or any lienholder or owner may arrange for removal of the personal property by contacting the landlord at a stated telephone number or address on or before the specified date;

- the landlord will make the personal property available for removal by the tenant or any lienholder or owner by appointment at reasonable times;

- if the personal property is deemed to be abandoned, the landlord may require payment of removal and storage charges prior to releasing the personal property to the tenant or any lienholder or owner;

- if the personal property is considered to be abandoned the landlord may not require payment of storage charges prior to releasing the personal property; and

- if the tenant or any lienholder or owner fails to contact the landlord by the specified date, or after that contact, fails to remove the personal property within 30 days for recreational

vehicles, manufactured dwellings and floating homes or 15 days for all other personal property, the landlord may sell or dispose of the personal property.

After notifying the tenant, the landlord:

- must store the abandoned personal property of the tenant, including goods left inside a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside a recreational vehicle, dwelling or home, in a place of safekeeping and exercise reasonable care for the personal property:

- may store the abandoned personal property at the dwelling unit, move and store it elsewhere on the premises or move and store it at a commercial storage company or other place of safekeeping; and

- is entitled to reasonable or actual storage charges and costs incidental to storage or disposal, including any cost of removal to a place of storage.

If a tenant, lienholder or owner, upon the receipt of the notice or otherwise, responds by actual notice to the landlord on or before the specified date in the landlord's notice that the tenant, lienholder or owner intends to remove the personal property from the premises or from the place of safekeeping, the landlord must make that personal property available for removal by appointment at reasonable times during the 15 days. If the tenant, lienholder or owner does not remove the personal property within the time required or by any date agreed to with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is conclusively presumed to be abandoned. The tenant and any lienholder or owner that have been given the required notice is, except with regard to the distribution of sale proceeds, have no further right, title or interest to the personal property and may not claim or sell the property.

If the personal property is presumed to be abandoned, the landlord then may sell the property at a public or private sale or destroy or otherwise dispose of it as provided by § 90.425.

Note: Special provisions/requirements apply to the process of disposition of abandoned floating homes, manufactured housing and recreational vehicles.

Amended 2013.

Or. Rev. Stat. Ann. § 90.425 (2019)

Security Deposits

The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any of the following purposes and only the amount reasonably necessary to:

- remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

- repair damages to the premises caused by the tenant, not including ordinary wear and tear.

Defaults and damages for which a landlord may recover include, but are not limited to carpet cleaning, other than the use of a common vacuum cleaner, if:

- the cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

- the carpet was cleaned immediately before the tenant took possession; and

- the written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession.

When the tenancy terminates, a landlord must account for and refund to the tenant, in the same manner as security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

To claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession, the landlord must give the tenant a written accounting that states specifically the basis of the claim. The landlord must give a separate accounting for security deposits and for prepaid rent.

The landlord must return the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim no later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord either by personal delivery or first class mail.

"A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws."

Amended 2019.

Or. Rev. Stat. Ann. § 90.300 (2019)

Oregon, Tenant Screening

State Fair Housing Requirements

A person may not, because of the race, color, religion, sex, sexual orientation, national origin, marital status, familial status or source of income of any person:

- refuse to lease or rent any real property;

- make any distinction, discrimination or restriction in the price, terms, conditions or privileges relating to the rental, lease or occupancy of real property or in the furnishing of any facilities or services in connection therewith;

- attempt to discourage the rental or lease of any real property;

- publish, circulate, issue or display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement or sign of any kind relating to the rental or leasing of real property that indicates any preference, limitation, specification or unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, marital status, familial status or source of income;

- assist, induce, incite or coerce another person to commit an act or engage in a practice that violates tenant's rights;

- coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of the person having exercised or enjoyed or having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by law;

- represent to a person that a dwelling is not available for inspection, sale or rental when the dwelling in fact is available for inspection, sale or rental; or

- otherwise make unavailable or deny a dwelling to a person.

If the tenant proves that the landlord discriminated against him or her under local, state, or federal law, the tenant has a defense in any discriminatory action brought by the landlord against the tenant for possession, unless the tenant is in default in rent. A tenant may prove a landlord's discrimination in violation of the above by demonstrating that a facially neutral housing policy has a disparate adverse impact on members of a protected class.

Section 90.390 amended 2013; § 659A.145 amended 2019; § 659A,421 amended 2019.

Or. Rev. Stat. Ann. §§ 90.390; 659A.145, .421 (2019)

Other Provisions Related to Tenant Screening

Applicant screening charge

A landlord may require payment of an applicant screening charge solely to cover the costs of obtaining information about an applicant as the landlord processes the application for a rental agreement. This screening includes but is not limited to checking references and obtaining a consumer credit report or tenant screening report. The landlord must provide the applicant with a receipt for any screening charge.

A landlord may not require payment of an applicant screening charge unless prior to accepting the payment the landlord:

- adopts written screening or admission criteria;

- gives written notice to the applicant of: (a) the amount of the charge; (b) the landlord's screening or admission criteria; (c) the process that the landlord typically will follow in screening the applicant, including whether the landlord uses a tenant screening company, credit reports, public records or criminal records or contacts employers, landlords or other references; and (d) the applicant's rights to dispute the accuracy of any information provided to the landlord by a screening company or credit reporting agency;

- gives actual notice to the applicant of an estimate, made to the best of the landlord's ability at that time, of the approximate number of rental units of the type, and in the area, sought by the applicant that are, or within a reasonable future time will be, available to rent from that landlord, which estimate must include the approximate number of applications previously accepted and remaining under consideration for those units;

- gives written notice to the applicant of the amount of rent the landlord will charge and required deposits, subject to change in the rent or deposits by agreement of the landlord and the tenant before entering into a rental agreement; and

- gives written notice to the applicant whether the landlord requires tenants to obtain and maintain renter's liability insurance and, if so, the amount of insurance required.

"Regardless of whether a landlord requires payment of an applicant screening charge, if a landlord denies an application for a rental agreement by an applicant and that denial is based in whole or in part on a tenant screening company or consumer credit reporting agency report on that applicant, the landlord shall give the applicant actual notice of that fact at the same time that the landlord notifies the applicant of the denial. Unless written notice of the name and address of the screening company or credit reporting agency has previously been given, the landlord shall promptly give written notice to the applicant of the name and address of the company or agency that provided the report upon which the denial is based."

Unless the applicant agrees otherwise in writing, a landlord may not require payment of a screening charge when the landlord knows or should know that no rental units are available at that time or will be available within a reasonable future time. A screening charge must be returned if a landlord fills the vacant rental unit before screening the applicant or does not conduct a screening of the applicant for any reason, An applicant may recover from the landlord twice the amount of any applicant screening charge paid, plus $150, if:

- the landlord fails to comply with the above requirements and does not within a reasonable time accept the applicant's application for a rental agreement; or

- the landlord does not conduct a screening of the applicant for any reason and fails to refund a screening charge to the applicant within a reasonable time.

Except as provided in § 90.295, a landlord may not charge a deposit or fee, however designated, to an applicant who has applied to enter a rental agreement for a dwelling unit, provided however that a landlord may charge a deposit to an applicant for the purpose of securing the execution of a rental agreement, after approving the applicant's application but prior to entering into a rental agreement. The landlord must give the applicant a written statement describing:

- the amount of rent and the fees the landlord will charge and the deposits the landlord will require; and

- the terms of the agreement to execute a rental agreement and the conditions for refunding or retaining the deposit.

If a rental agreement is executed, the landlord must either apply the deposit toward the moneys due the landlord under the rental agreement or immediately refund it to the tenant. " If a rental agreement is not executed due to a failure by the applicant to comply with the agreement to execute, the landlord may retain the deposit."

"If a rental agreement is not executed due to a failure by the landlord to comply with the agreement to execute, within four days the landlord shall return the deposit to the applicant either by making the deposit available to the applicant at the landlord's customary place of business or by mailing the deposit by first class mail to the applicant." If a landlord fails to comply with these requirements, the applicant may recover the amount of any fee or deposit charged, plus $150.

When evaluating an applicant, a landlord may not consider:

- an action to recover possession, if the action was dismissed or resulted in a general judgment for the applicant before the applicant submits the application or the action resulted in a general judgment against the applicant that was entered five or more years before the applicant submits the application.

- a previous arrest of the applicant if the arrest did not result in a conviction;

- criminal conviction and charging history unless the conviction or pending charge is for conduct that is a drug-related crime, but not including convictions based solely on the use or possession of marijuana; a person crime; a sex offense; a crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord's agent; or

- the possession of a medical marijuana card or status as a medical marijuana patient.

Section 90.297 amended 2011; §§ 90.295 and 90.303 amended 2019.

Or. Rev. Stat. Ann. § 90.295, .297, .303 (2019)

Pennsylvania

Pennsylvania, Condition of Rental Property

Habitability Requirements

No relevant provisions were located.

Essential Services

Carbon monoxide alarms

The owner of "any house or building, or portion thereof, that is intended or designed to be occupied or leased for occupation, or occupied as a home or residence for three or more households living in separate apartments, and doing their cooking on the premises" ("a multifamily dwelling") having a fossil fuel-burning heater or appliance, fireplace or an attached garage used for rental purposes must, within 18 months of December 18, 2013:

- install an operational, centrally located approved carbon monoxide alarm in the vicinity of the bedrooms and the fossil fuel-burning heater or fireplace;
- replace any alarm that has been stolen, removed, found missing or rendered inoperable during a prior occupancy of the rental property and which has not been replaced by the prior occupant before the start of a new occupancy; and
- ensure that the alarm's batteries are operable at the time the new occupant begins residency.

An occupant of a rental property in which a carbon monoxide alarm is provided must:

- maintain the alarm in good repair;

- test the alarm;

- replace batteries as needed;

- notify the owner or owner's agent in writing of any deficiencies related to the alarm; and

- replace any alarm that is stolen, removed, missing or rendered inoperable during occupancy.

Failure to install or maintain an approved carbon monoxide alarm as required above is a summary offense subject to a fine of up to $50.

Enacted 2013.

2013 Pa. Laws Act 121

Repairs

No relevant provisions were located.

Landlord's Right of Entry

No relevant provisions were located.

Pennsylvania, Property Management Licensing

Pennsylvania does not separately license property managers. However, property managers must be licensed as real estate brokers. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—Pennsylvania**.

Exception: The real estate licensing laws do not apply to a person employed by a real estate owner to manage or maintain multifamily residential property, provided certain other specified conditions are met.

Amended 1990.

63 Pa. Stat. §§ 455.201, .304 (Westlaw 2020)

Registration/Licensing/Certification of Rental Properties

Pennsylvania does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Pennsylvania, Reasonable Accommodation

It is an unlawful discriminatory practice for any person to:

- refuse to permit, at the handicapped person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided that a landlord reasonably may condition such permission on the renter agreeing to restore the interior of the premises to the condition existing before modification, normal wear and tear excepted;

- refuse to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a housing accommodation; or

- construct, operate, offer for lease or rent or otherwise make available housing property which is not accessible.

Exceptions:

- None of the above prohibitions apply to "bar any religious or denominational institution or organization or any charitable or educational organization which is operated, supervised or controlled by or in connection with a religious organization or any bona fide private or fraternal organization from giving preference to persons of the same religion or denomination or to members of such private or fraternal organization or from making such selection as is calculated by such organization to promote the religious principles or the aims, purposes or fraternal principles for which it is established or maintained."

- None of the above prohibitions apply to the rental of rooms in a landlord-occupied rooming house with a common entrance.

A person aggrieved by a discriminatory practice may file a complaint with the Pennsylvania Human Relations Commission. After a finding that the respondent has engaged in an unfair practice, an order for relief as may be appropriate will issue, which may include actual damages, including damages for humiliation or embarrassment, and injunctive and other equitable relief. A civil penalty of up $10,000 for a first violation, and up to $50,000 for subsequent violations, depending on the number of prior violations and the period of time over which they occurred, may also be imposed.

A landlord that receives a request from a person to make an exception to the landlord's policy prohibiting animals or limiting the size, weight, breed or number of animals on the landlord's property because the person requires the use of an assistance or service animal may require the person to produce documentation of the disability and disability-related need for the animal only if the disability or need is not readily apparent or known to the landlord. A landlord is not be liable for injuries caused by a person's assistance or service animal permitted on the landlord's property as a reasonable accommodation to assist the person with a disability.

Sections 955, 959 amended 1997; § 952 amended 1986; §§ 405.3 and 405.3 enacted 2018.

43 Pa. Stat. §§ 952, 955(h), 959 (Westlaw 2020); 68 Pa. Stat. §§ 405.3, .4 (Westlaw 2020)

Pennsylvania, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may recover rent in arrears from a tenant in an action in assumpsit.

Rent in arrears may also be recovered by distress on personal property located on the rental premises.

A landlord who wants to repossess the rental premises may notify the tenant in writing to remove from the premises at the expiration of the time specified in the notice upon:

- the termination of the lease term;
- forfeiture of the lease for breach of its conditions; and
- the tenant's failure, upon demand, to satisfy any rent due.

In a case of the tenant's failure to pay rent due, the notice must specify that the tenant must remove within 10 days from the date of service of the notice.

If the landlord's complaint is sufficiently proven, the court will enter judgment against the tenant;

- that the real property be delivered to the landlord;
- for any damages for unjust detention of the rental premises; and
- for the amount of any rent which remains due and unpaid.

A tenant may supersede and render ineffective any writ of possession any time before it is actually executed by paying the writ server, constable or sheriff the rent in arrears and costs.

Sections 250,301, .302 enacted 1951; § 250.501 amended 1996; § 250.503 enacted 1995.

68 Pa. Stat. §§ 250.301, .302, .501, .503 (Westlaw 2020)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

When the tenant relinquishes possession of the premises, or the lease terminates, the tenant must remove all personal property items. The landlord may dispose of abandoned property remaining on the premises in the landlord's discretion, subject to the following requirements.

Property remaining on the premises is deemed abandoned if:

- the tenant has vacated the premises following termination of a written lease;

- there is an eviction order or order for possession in favor of the landlord has been entered and the tenant has physically vacated the premises and removed substantially all personal property;

- an eviction order or order for possession in favor of the landlord has been executed;

- the tenant has given the landlord written notice of a forwarding address and vacated the premises and removed substantially all personal property; or

- the tenant has vacated the premises communicating an intent not to return, the rent is more than 15 days overdue, and subsequently the landlord has posted notice of the tenant's rights regarding the property.

Prior to removal or disposal of the abandoned property, the landlord must provide written notice to the tenant of his or her rights regarding the property. The notice must be substantially in the form set forth in 68 Pa. Stat. § 505a. The tenant has 10 days from the postmark date of the notice to retrieve the property or request it be stored for an additional period not exceeding 30 days from date of the notice. If storage is requested, it must be provided at place of the landlord's choosing, with the tenant liable for costs. The landlord must exercise ordinary care with respect to the property and make it reasonably available for retrieval.

Note: If the landlord is proceeding because an eviction order or order for possession in favor of the landlord has been executed and the landlord has actual knowledge or is notified of an order for protection from abuse entered for the protection of the tenant or a member of the tenant's immediate family, the landlord may not dispose of or otherwise exercise control over the tenant's personal property for 30 days from the date of the notice. If requested, storage must be provided for up to 30 days from the date of the request.

Amended 2014.

68 Pa. Stat. § 250.505a (Westlaw 2020)

Security Deposits

A landlord may not require an amount in excess of two months' rent to be deposited in escrow for paying damages to the rental premises and/or default in rent during the first year of the lease. During the second and subsequent years of the lease, the amount may not exceed one month's rent.

All funds over $100 deposited with the landlord to secure execution of a rental agreement on residential property must be deposited in an escrow account of a regulated financial institution, and

the tenant must be notified in writing of the name and address of the depository and the amount of the deposit.

Rather than deposit the funds, the landlord may guarantee payment of the funds by a good and sufficient guarantee bond issued by a bonding company authorized to do business in Pennsylvania.

Within 30 days of lease termination or upon surrender and acceptance of the rental premises, whichever occurs first, the landlord must provide the tenant with a written list of any damages to the premises which the landlord claims the tenant is liable, together with the balance of the deposit, including any unpaid interest. If the landlord fails to timely provide the list, he forfeits his right to withhold any portion of the funds held in escrow and the right to bring suit against the tenant for damages to the rental premises.

If the landlord fails to timely pay the balance of the escrowed funds to the tenant, he is liable for twice the amount by which the escrowed funds, including any unpaid interest thereon, exceeds the actual damages to the premises.

If the tenant does not provide the landlord with a forwarding address in writing upon termination of the lease or surrender and acceptance of the premises, the landlord is released from all liability.

Sections 250.511a, .511b, .511c enacted 1972; § 250.512 amended 1972.

68 Pa. Stat. §§ 250.511a, .511b, .511c, .512 (Westlaw 2020)

Pennsylvania, Tenant Screening

State Fair Housing Requirements

It is an unfair discriminatory practice for any person to:

- "[r]efuse to sell, lease, finance or otherwise to deny or withhold any housing accommodation . . . from any person because of the race, color, familial status, age, religious creed, ancestry, sex, national origin or handicap or disability of any person, prospective owner, occupant or user of such housing accommodation . . ., or to refuse to lease any housing accommodation . . . to any person due to use of a guide animal because of the blindness or deafness of the user, use of a support animal because of a physical handicap of the user or because the user is a handler or trainer of support or guide animals or because of the handicap or disability of an individual with whom the person is known to have a relationship or association";

- "[d]iscriminate against any person in the terms or conditions of selling or leasing any housing accommodation . . . or in furnishing facilities, services or privileges in connection with the ownership, occupancy or use of any housing accommodation . . . because of the

race, color, familial status, age, religious creed, ancestry, sex, national origin, handicap or disability of any person, the use of a guide or support animal because of the blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals or because of the handicap or disability of an individual with whom the person is known to have a relationship or association";

- "[p]rint, publish or circulate any statement or advertisement: (i) relating to the sale, lease or acquisition of any housing accommodation . . .which indicates any preference, limitation, specification, or discrimination based upon race, color, familial status, age, religious creed, ancestry, sex, national origin, handicap or disability or because of the handicap or disability of an individual with whom the person is known to have a relationship or association, or (ii) relating to the sale, lease or acquisition of any housing accommodation . . . which indicates any preference, limitation, specification or discrimination based upon use of a guide or support animal because of the blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals"; or

- "[m]ake any inquiry, elicit any information, make or keep any record or use any form of application, containing questions or entries concerning race, color, familial status, age, religious creed, ancestry, sex, national origin, handicap or disability or because of the handicap or disability of an individual with whom the person is known to have a relationship or association in connection with the . . . lease of any housing accommodation . . ., or to make any inquiry, elicit any information, make or keep any record or use any form of application, containing questions or entries concerning the use of a guide or support animal because of the blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, in connection with the lease of any housing accommodation or commercial property."

Exceptions:

- The prohibitions related to age or familial status do not apply to housing for older persons as defined by 42 U.S.C. § 3607(b)(1)-(3).

- None of the above prohibitions apply to "bar any religious or denominational institution or organization or any charitable or educational organization which is operated, supervised or controlled by or in connection with a religious organization or any bona fide private or fraternal organization from giving preference to persons of the same religion or denomination or to members of such private or fraternal organization or from making such

selection as is calculated by such organization to promote the religious principles or the aims, purposes or fraternal principles for which it is established or maintained."

- None of the above prohibitions apply to the rental of rooms in a landlord-occupied rooming house with a common entrance.

- None of the above prohibitions with respect to discrimination based on sex, apply to the advertising, the rental or leasing of housing accommodations in a single-sex dormitory or rooms in one's personal residence in which common living areas are shared.

A person aggrieved by a discriminatory practice may file a complaint with the Pennsylvania Human Relations Commission. After a finding that the respondent has engaged in an unfair practice, an order for relief as may be appropriate will issue, which may include actual damages, including damages for humiliation or embarrassment, and injunctive and other equitable relief. A civil penalty of up $10,000 for a first violation, and up to $50,000 for subsequent violations, depending on the number of prior violations and the period of time over which they occurred, may also be imposed.

Sections 955, 959 amended 1997; § 952 amended 1991.

43 Pa. Stat. §§ 952, 955(h), 959 (Westlaw 2020)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Puerto Rico

Puerto Rico, Condition of Rental Property

Habitability Requirements

No relevant provisions regarding habitability standards were located.

If at commencement of the lease, the condition of the property "was not mentioned," the law presumes that the tenant received it in good condition unless there be proof to the contrary.

The tenant must return the property at the end of the lease in the same condition in which it was received, "except what may have been destroyed or impaired by time or by unavoidable reasons."

Note: The tenant is liable for losses and damages caused to the owner by reason of the tenant's negligence, and impairments caused by the tenant's family.

Enacted 1930.

P.R. Laws Ann. tit. 31, §§ 4051, 4058—4061 (LexisNexis 2020).

Essential Services

No relevant provisions were located.

Repairs

During the lease, the lessor must make all necessary repairs to preserve the property in a condition that serves the purpose "to which it was destined."

If during the lease term, it becomes necessary to make urgent repairs that cannot be postponed until the lease expires, the tenant must permit the work, "even though it is very annoying to him," and even if he may be deprived of a part of the property during such repairs. If such repairs last more than 40 days, the rent must be reduced in proportion to the time and to the part of the estate

of which the tenant is deprived. If the nature of the work renders the dwelling uninhabitable, the tenant may rescind the contract.

The tenant must give the landlord notice "with the least possible delay" of any "injurious alterations which any other person may have made or openly are preparing to make" to the property. Notice "with the least possible delay" must also be given to the landlord of the necessity of repairs required to preserve the property.

Note: "In the absence of a special agreement for the repairs of town property, which should be borne by the owner, the customs of the place shall be observed. In case of doubt, they shall be understood as for the account of the owner."

Section 4051 amended 1942; §§ 4055, 4056, 4091 enacted 1930.

P.R. Laws Ann. tit. 31, §§ 4051, 4056, 4056, 4091 (LexisNexis 2020).

Landlord's Right of Entry

No relevant provisions were located.

Puerto Rico, Property Management Licensing

Puerto Rico does not separately license real estate managers.

However, any person who, for compensation or with the intent or expectation of receiving compensation, contracts to provide property management to another must be licensed as a real estate broker. A "real estate transaction" is also defined as including a property management contract. For details of the license qualifications for a broker's license, see **Licensing Requirements and Maintenance Annual Report—Puerto Rico**.

Amended 2005.

P.R. Laws Ann. tit. 20, § 3025(g), (t) (LexisNexis 2020).

Registration/Licensing/Certification of Rental Properties

Puerto Rico does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Puerto Rico, Reasonable Accommodation

No provisions governing a landlord's duty to accommodate disabled tenants were located.

Puerto Rico, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may judicially dispossess a tenant for default in the payment of agreed rent.

When an unlawful detainer complaint is based on the nonpayment of rent, the tenant may not submit any proof other than the receipt or other document stating that payment has been made. At the request of an interested party, the court may allow claims for rent due to be joined with the claim for possession of the premises.

Section 4066 enacted 1930; § 2829 amended 1998.

P.R. Laws Ann. tit. 31, § 4066, tit. 32; § 2835 (LexisNexis 2020)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

No relevant provisions were located.

Security Deposits

No relevant provisions were located.

Puerto Rico, Tenant Screening

State Fair Housing Requirements

A real estate broker or salesperson may not discriminate against any of the parties to a real estate transaction because of race, religion, sex, physical or mental disability, family status or national origin.

No person with the right to cede possession of real property may refuse to transfer a leasehold to any person who has been diagnosed as HIV positive or who suffers from AIDS. Nor may they establish different conditions in the terms or conditions of the transaction based on a person's HIV/AIDS status.

Section 521c enacted 1995; § 3054 amended 2006.

P.R. Laws Ann. tit. 1, § 521c; tit. 20, § 3054(a)(15) (LexisNexis 2020).

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Rhode Island

Rhode Island, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with applicable building and housing code requirements affecting health and safety;
- make repairs to put and keep the premises in a habitable condition;
- keep common areas in a clean and safe condition; and
- maintain in good working order all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances, including elevators, which the landlord supplies.

"Prior to entering into any residential rental agreement, the landlord must inform a prospective tenant of any outstanding minimum housing code violations which exist on the building that is subject of the rental agreement."

If the landlord is in material noncompliance with the above requirements so as to materially affect health and safety, or fails to provide essential services as described below, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon the date stated therein, which must be not less than 30 days after receipt of the notice, if the breach is not remedied in 20 days. The agreement will terminate as provided in such notice subject to:

- if the breach is remediable by repairs, payment of damages or otherwise and the landlord remedies the breach before the specified date, the agreement does not terminate because of the breach;

- if substantially the same act or omission which constituted a breach of which notice was given recurs within six months, the tenant may terminate the agreement upon at least 14 days' written notice specifying the breach and the date of termination of the agreement; and

- the tenant may not terminate if the condition was caused by the tenant, a member of the tenant's family or other persons on the premises with the tenant's consent.

In addition, the tenant may commence an action and recover actual damages and obtain injunctive relief for any noncompliance, and the landlord must return all prepaid rent and security recoverable by the tenant.

Pregnant women and families with children under six years of age are deemed to have a right to housing in which lead hazards have been mitigated or abated, and, if the landlord does not comply with applicable standards for such, households that include one of these at-risk occupants have a private right of action to compel compliance by obtaining injunctive relief.

If the enforcing officer of any city or town, which has adopted the provisions of R.I. Gen. Laws ch. 45-24.2, has ordered the repair, alteration, or improvement of a dwelling in that the dwelling is a serious hazard or imminent peril to the health, safety or welfare of the occupants, then the duty to pay rent to the landlord is suspended, and the rent must be paid into an escrow account established by the enforcing officer, to be paid to the landlord or any other party authorized to make repairs in order to defray the costs of repair.

If the dwelling unit or premises are damaged or destroyed by fire or casualty, without fault of the tenant or tenant's family, so as to render it partially or wholly unusable, the tenant may:

- immediately vacate and notify the landlord in writing within 14 days after leaving of his or her intention to terminate the agreement, in which case the lease terminates on the date the tenant vacated; or

- if continued occupancy is lawful, vacate any part of the unit rendered unusable, thereby reducing the tenant's rent liability to no more than the fair rental value of the part occupied.

If the agreement is terminated, the landlord must return all security recoverable by law and all prepaid rent, with accounting for rent or apportionment made as of the date of the fire or casualty.

Sections 34-18-22, -28 enacted 1986; § 34-18-22.1 enacted 1988; § 42-128.1-10 amended 2005; § 45-24.2-11 enacted 1968.

R.I. Gen. Laws §§ 34-18-22, -22.1, -28; 42-128.1-10; 45-24.2-11 (2019)

Provision of Essential Services

A landlord must:

- provide appropriate receptacles for removal of ashes, rubbish, garbage and other waste as required by R.I. Gen. Laws § 45-24.3-6 or other applicable more restrictive local codes, and arrange for frequent removal;

- supply running water and reasonable amounts of hot water at all times as required by state or more restrictive local law and reasonable heat between October 1 and May 1, as required by state or more restrictive local law, except where the building which 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 tenant's exclusive control and supplied by a direct public utility connection; and

- whenever infestation is caused by a failure of the owner to maintain a dwelling in a rodent-proof or reasonably insect-proof condition, or whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination is the responsibility of the owner.

The owner of a dwelling, dwelling unit, or structure must provide and hang all screens and double or storm doors and windows where used for ventilation whenever they are required under the provisions of Chapter 45-24.3 or any rule or regulation thereunder, unless there is a written agreement between the owner and occupant. "In the absence of an agreement, maintenance or replacement of screens, and storm doors and windows, once installed in any one season, become the responsibility of the occupant."

The owner of a dwelling or dwelling unit must provide and hang "shades or other devices on every window of every room used for sleeping and for every room equipped with a flush water closet or bathtub, affording privacy to persons within those rooms. Once installed in any one rental by the owner, replacements become the responsibility of the occupant."

Except in the case of abandonment or surrender of the premises, a landlord may not interrupt or cause the interruption of running water, hot water, heat or electric, gas or other essential service to the tenant in order to recover possession of the dwelling. If the landlord does so, the tenant may terminate the rental agreement or recover possession of the premises and be awarded not more than three months' periodic rent or three times the damages sustained, whichever is greater. If the agreement is terminated, the landlord must return all prepaid rent and security recoverable under the law.

If the landlord deliberately or negligently does not supply running water, hot water, heat or essential services contrary to the rental agreement or the law, the tenant may notify the landlord in writing, specifying the breach and then may:

- obtain reasonable amounts of such services during the period of landlord noncompliance, deducting their actual and reasonable cost from the rent;

- recover damages for the diminution in the unit's fair rental value; or

- procure reasonable substitute housing during the noncompliance period, without liability for rent for that period, and recover the actual reasonable value of the substitute housing in excess of the periodic rent.

The above remedies are not available if the tenant does not give the landlord notice of the breach or if the condition is caused by the tenant's deliberate or negligent act or omission or that of a family member or other person on the premises with the tenant's consent.

Section 45-24.3-6 amended 1994; §§ 34-18-22, -31, -34, -44 enacted 1986;

R.I. Gen. Laws §§ 34-18-22, -31, -34, -44; 45-24.3-6 (2019)

Repairs

If the landlord willfully and materially fails to correct a defective condition which is in noncompliance with the rental agreement or a building code requirement materially affecting health and safety, and the cost of repairs is less than $125, the tenant may notify the landlord of the tenant's intent to repair the condition at the landlord's expense. If the landlord does not comply within 20 days after notice or as promptly as conditions require in case of an emergency, or demonstrate ongoing, good-faith efforts to comply, the tenant may have the repair done, and after submission of receipts to the landlord, deduct from the rent the actual and reasonable cost or fair and reasonable value of the work, not to exceed $125.

> Exception: In no case may the tenant make repairs at the landlord's expense if the condition was caused by the tenant's negligent or deliberate act or omission or that of a family member or other person on the premises with the tenant's consent.

The landlord and tenant may agree that the tenant will perform specified repairs, maintenance, alterations and remodeling only if:

- the agreement is entered into in good faith and not to evade the landlord's obligations;
- the work is not necessary to cure building or housing code violations affecting health and safety; and
- the agreement does not diminish the landlord's obligation to other tenants.

Sections enacted 1986.

R.I. Gen. Laws §§ 34-18-22, -30 (2019)

Landlord's Right of Entry

A tenant may not unreasonably refuse to consent to the landlord's entry into the dwelling unit in order to:

- inspect the premises;
- make necessary or agreed repairs, decorations, alterations or improvements;
- supply agreed services; or
- show the unit to prospective purchasers, mortgagees or tenants.

The landlord may enter only at reasonable times and may not use the right of entry to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord must give the tenant at least two days' notice of intent to enter.

The landlord may enter without the tenant's consent in an emergency or during the tenant's absence of more than seven days, if reasonably necessary for the protection of the property.

A landlord also has a right of access:

- pursuant to court order;

- during the tenant's extended absence at times reasonably necessary for purposes of inspection, maintenance and safe-keeping; or

- if the tenant has abandoned or surrendered possession.

If the tenant unreasonably refuses access to the unit, the landlord may terminate the rental agreement or obtain injunctive relief to compel access.

Likewise, if the landlord makes an unlawful entry, or lawful entry in an unreasonable manner, or unreasonably harasses the tenant with repeated entry demands, the tenant may obtain injunctive relief or terminate the rental agreement, and recover actual damages in either case.

Sections enacted 1986.

R.I. Gen. Laws §§ 34-18-26, -45 (2019)

Rhode Island, Property Management Licensing

Rhode Island does not separately license property managers and does not include property management activities within the scope of real estate activities requiring a real estate broker or salesperson license.

Note: The following persons are specifically excluded from the definitions of "real estate broker," "real estate salesperson" or "broker" for licensing purposes:

- any person or entity, or any of their employees who seeks to lease or rent or deal in real estate which has been or will be used or held for investment by that person or entity; or

- "[a]ny person, partnership, association, or corporation who as a bona fide owner, lessee or lessor performs any of the . . . acts [of real estate licensees] as to property owned, or leased by them, or to their regular employees, where such acts are performed in the regular course

of, or as an incident to the management of the property and the investment in the property."

Section 5-20.5-1 amended 2017; § 5-20.5-2 amended 1981.

R.I. Gen. Laws §§ 5-20.5-1, -2 (2019)

Registration/Licensing/Certification of Rental Properties

Every residential landlord or lessor in the city of Providence must file a declaration with the tax assessor of the city setting forth information regarding the insurance company insuring the property against fire and loss.

All individuals or entities owning and leasing property in the cities of Providence or Warwick must register their names, home addresses and telephone numbers with the city clerk in the city in which the property is located.

Section 34-18-57 amended 2008; § 34-43-1 enacted 1986.

R.I. Gen. Laws §§ 34-18-57, 34-43-1 (2019)

Rhode Island, Reasonable Accommodation

An owner may not refuse to:

- permit a person with a handicap, at his or her own expense, to make reasonable modifications to a dwelling occupied or to be occupied by the person, if the modifications are necessary to afford the person full enjoyment of the dwelling, provided that, in the case of a rental, a landlord may reasonably condition such permission on the tenant agreeing to restore the dwelling to the condition existing before modification, normal wear and tear excepted; or

- make reasonable accommodation in rules, policies, practices or services when the accommodation may be necessary to give a disabled person equal opportunity to use and enjoy the dwelling.

Every disabled person who has a guide dog or other personal assistive animal, or who obtains one, is entitled to full and equal access to all housing accommodations and may not be required to pay extra compensation for the guide dog or other personal assistive animal, but remains liable for any damage done to the premises by the animal.

> Note: A "personal assistive animal" is an animal specifically trained by a certified animal training program to assist a person with a disability to perform independent living tasks.

A "housing accommodation of four units or more" (covered multifamily dwelling) must be constructed so that it contains at least one entrance accessible to a disabled person, unless the terrain or unusual site characteristics make doing so impractical. A covered multifamily dwelling with at least one entrance accessible to a disabled person must be constructed so that:

- the common areas of the dwellings are accessible to and usable by disabled persons;

- all dwelling doors allow entry and exit by persons in wheelchairs; and

- all dwelling units contain an accessible route into and through the dwelling; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms which permit an individual to maneuver a wheelchair about the space.

Exceptions:

- In no event need a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of others or whose tenancy would result in substantial physical damage to the property of others.

- A religious organization, association or society, or nonprofit institution or organization operated, supervised or controlled by a religious institution organization, association or

society, may limit or give preference to persons of the same religion with regard to the rental or occupancy of a dwelling for other than commercial purposes, unless membership in such religion is restricted on account of race, color, national origin, disability, sex, sexual orientation, gender identity or expression.

- An owner of a housing accommodation may refuse to rent to a person based on his or her sexual preference or gender identity or expression, if the accommodation is three units or less, one of which is occupied by the owner.

- The above prohibitions do not require the owner of a housing accommodation to rent to a family with children if the housing accommodation is:

    - two units, one of which is occupied by the owner;

    - of four units or less, the owner actually maintains and occupies one of those living quarters as his or her residence and one of those units is already occupied by a senior citizen or infirm person for whom the presence of children would constitute a demonstrated hardship;

    - one provided under any state or federal program which is designed and operated to assist elderly persons;

    - is intended for and solely occupied by persons 62 years of age or older; or

    - intended and operated for occupancy by at least one person 55 years of age or older per unit, provided the conditions of § 34-37-4.1 are met.

A person aggrieved by a discriminatory housing practice may file a charge with the Rhode Island Commission for Human Rights, pursuant to R.I. Gen Laws § 34-37-5.

Section 34-37-4 amended 2015; § 34-37-4.1 amended 2009; § 34-37-4.2 amended 2001; § 34-37-4.4 enacted 1995; § 34-37-4.5 enacted 2001; § 34-37-5 amended 1990.

R.I. Gen. Laws § 34-37-4(a), (j), -4.2, -4.4, -4.5, -5 (2019)

Rhode Island, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If any part of the rent is due and in arrears for 15 days, the landlord may send written notice, in a form substantially similar to that set forth in § 34-18-56(a), stating the amount of the rent 15 days in arrears, making demand for the rent and notifying the tenant that if the breach is not cured within five days of the mailing date of the notice, the rental agreement will terminate and the landlord will commence an eviction action.

If the tenant does not cure the breach by payment within the five-day period, an eviction action may be commenced. The tenant may cure the default by paying the full amount of rent before commencement of the suit, and if he or she has not received a "Complaint for Eviction for Nonpayment of Rent" during the preceding six months, the tenant may also cure the default after commencement of the suit by tendering the full amount of arrearages, with costs, at the time of the hearing.

In an action for possession based on nonpayment of rent or for rent when the tenant is in possession, the tenant may counterclaim for any sums he or she may recover under the rental agreement or law. The court may order payment into court by the tenant of all or part of the accrued rent and rent thereafter accruing, except when the tenant is not in possession.

If the issuance of execution in any action for recovery of real property is stayed by the court or operation of law, the stay must be conditioned on payment by the tenant of money equal to the rent for the premises which must be paid at the times and amounts as rent would be due and payable without the action pending.

Section 34-18-56 amended 1989; §§ 34-18-32, -35, -49 enacted 1986.

R.I. Gen. Laws §§ 34-18-32, -35, -49, -56 (2015)

Abandonment of the Premises

"Abandonment" means that the tenant has vacated the dwelling unit without notice to the landlord and does not intend to return, as evidenced by nonpayment of rent for more than 15 days and removal of substantially all possessions from the premises.

If the tenant abandons the premises, the landlord must send the tenant a certified letter to the tenant's last known address giving notice that if a reply is not received within seven days, the landlord will re-rent the dwelling unit.

If the tenant abandons a dwelling unit, the landlord must make a reasonable effort to rent the unit at a fair rental value. If the landlord rents it before the expiration of the abandoning tenant's rental agreement, that rental agreement terminates as of the date of the new tenancy. If the landlord does not make reasonable efforts to rent the abandoned dwelling or accepts the abandonment as a surrender, the rental agreement is terminated as of the date the landlord had notice of the abandonment.

Section 34-18-11 amended 1992; § 34-18-40 enacted 1986.

R.I. Gen. Laws §§ 34-18-11(1), -40 (2015)

Waiver of Right to Terminate for Nonpayment

The landlord's acceptance of rent with knowledge of the tenant's default or acceptance of performance that varies from the rental agreement's terms constitutes a waiver of the right to terminate the agreement for that breach, unless the landlord gives written notice within 10 days.

However, acceptance of partial rent does not constitute a waiver of the balance due nor does it waive the landlord's right to seek remedies for the default.

Amended 1997.

R.I. Gen. Laws § 34-18-41 (2015)

Disposition of Tenant's Property

If the tenant's personal property is removed from the premises by mandate of an execution from the court, the tenant must pay the entire cost of removal and any prepaid storage charges to the division of the sheriff, constable or other person who caused removal of the property before it may be released to the tenant.

Amended 2012.

R.I. Gen. Laws § 34-18-50 (2015)

Security Deposits

A "security deposit" is money given to the landlord by a tenant at the commencement of the tenancy or shortly thereafter, as a deposit against physical damage to the tenant's dwelling unit during the tenancy. A landlord may not demand a security deposit in excess of one month's periodic rent.

When the tenancy terminates, the entire security deposit is due to the tenant, minus any amount of unpaid accrued rent, amounts due for reasonable cleaning and trash disposal expenses, if any, and the amount of physical damages to the premises, other than ordinary wear and tear, all as itemized by the landlord in a written notice delivered to the tenant. The landlord must deliver the notice, and the amount of the deposit due to the tenant, within 20 days after the later of either termination of the tenancy, delivery of possession, or the tenant's providing the landlord with a forwarding address at which to receive the deposit. If the landlord fails to comply with these requirements, the tenant may recover the amount due him or her, with damages equal to twice the amount wrongfully withheld, and reasonable attorney fees.

A landlord who rents a furnished apartment may also demand a furniture security deposit if the replacement value of the furniture being furnished by the landlord valued at the time the lease is executed is $5,000 or greater, in which case the landlord may charge a separate furniture security deposit of up to one month's periodic rent. When the tenancy terminates, the amount of furniture security deposit due to the tenant is the entire amount of the furniture security deposit, minus the amount due, if any, for reasonable cleaning expenses and repair and the amount of physical damages to the furniture, other than ordinary wear and tear. The landlord must deliver the notice, and the amount of the furniture security deposit due to the tenant, within 20 days after the later of either termination of the tenancy, delivery of possession, or the tenant's providing the landlord with a forwarding address for the purpose of receiving the deposit.

If the landlord fails to comply with these requirements, the tenant may recover the amount due him or her, with damages equal to twice the amount wrongfully withheld, and reasonable attorney fees.

Section 34-18-11 amended 1992; § 34-18-19 amended 2018.

R.I. Gen. Laws §§ 34-18-11(16), -19 (2019)

Rhode Island, Tenant Screening

State Fair Housing Requirements

No owner having the right to rent, lease or manage a housing accommodation, or an agent of any owner, may directly or indirectly:

- refuse to rent, lease, let, or otherwise deny to or withhold from any individual the housing accommodation because of the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, or servicemember in the armed forces, country of ancestral origin, disability, age, or familial status of the individual or the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, or servicemember in the armed forces, country of ancestral origin or disability, age, or familial status of any person with whom the individual is or may wish to be associated; or on the basis that a tenant or applicant, or a member of the household, is or has been, or is threatened with being, the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking, relief from any court in the form of a restraining order for protection from domestic abuse;

- issue any advertisement relating to the sale, rental, or lease of the housing accommodation which indicates any preference, limitation, specification, or discrimination based upon race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, or servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or on the basis that a tenant or applicant, or a member of the household, is or has been, or is threatened with being, the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking, relief from any court in the form of a restraining order for protection from domestic abuse; or

- discriminate against any individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, or servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or on the basis that a tenant or applicant, or a member of the household, is or has been, or is threatened with being, the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking, relief from any court in the form of a restraining order for protection from domestic abuse, in the terms, conditions, or privileges of the sale, rental, or lease of any housing accommodation or in the furnishing of facilities or services in connection with it.

It is also "unlawful and against public policy to discriminate against a tenant or applicant for housing solely on the basis that said tenant or applicant is a victim of domestic violence."

Exceptions:

- In no event need a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of others or whose tenancy would result in substantial physical damage to the property of others.

- A religious organization, association or society, or nonprofit institution or organization operated, supervised or controlled by a religious institution organization, association or society, may limit or give preference to persons of the same religion with regard to the rental or occupancy of a dwelling for other than commercial purposes, unless membership in such religion is restricted on account of race, color, national origin, disability, sex, sexual orientation, gender identity or expression.

- An owner of a housing accommodation may refuse to rent to a person based on his or her sexual preference or gender identity or expression, if the accommodation is three units or less, one of which is occupied by the owner.

- The above prohibitions do not require the owner of a housing accommodation to rent to a family with children if the housing accommodation is:

    - two units, one of which is occupied by the owner;

    - of four units or less, the owner actually maintains and occupies one of those living quarters as his or her residence and one of those units is already occupied by a senior citizen or infirm person for whom the presence of children would constitute a demonstrated hardship;

    - one provided under any state or federal program which is designed and operated to assist elderly persons;

    - is intended for and solely occupied by persons 62 years of age or older; or

    - intended and operated for occupancy by at least one person 55 years of age or older per unit, provided the conditions of § 34-37-4.1 are met.

A person aggrieved by a discriminatory housing practice may file a charge with the Rhode Island Commission for Human Rights, pursuant to R.I. Gen. Laws § 34-37-5.

Section 34-37-4 amended 2015; § 34-37-4.1 amended 2009; § 34-37-4.2 amended 2001; § 34-37-4.4 enacted 1995; § 34-37-4.5 enacted 2001; § 34-37-5 amended 1990.

R.I. Gen. Laws §§ 34-37-2.4, -4(a), (j), -4.2, -4.4, -4.5, -5 (2019)

Other Provisions Related to Tenant Screening

No owner having the right to sell, rent, lease, or manage a housing accommodation, or an agent thereof, may, directly or indirectly, make or cause to be made any written or oral inquiry of any prospective purchaser, occupant, or tenant of the housing accommodation concerning:

- the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, country of ancestral origin or disability, age, familial status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, or servicemember in the armed forces;

- whether a tenant or applicant, or a member of the household, is or has been, or is threatened with being, the victim of domestic abuse; or

- whether a tenant or applicant has obtained, or sought, or is seeking, relief from any court in the form of a restraining order for protection from domestic abuse.

An owner does not violate the prohibitions against age discrimination in housing contained in § 34-37-4 if the owner asks the age of prospective or actual tenants or if the owner grants a preference to older prospective tenants so long as the housing meets the requirements of § 34-37-4.1(a)(4) or (a)(5) or if the owner is seeking to determine whether the housing meets those requirements.

Section 34-37-4 amended 2015; § 34-37-4.1 amended 2009.

R.I. Gen. Laws § 34-37-4(a), -4.1(2) (2019)

South Carolina

South Carolina, Condition of Rental Property

Habitability Requirements

A landlord must comply with the applicable building and housing codes, including any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premise or dwelling unit.

"Landlord" means the owner, lessor, or sublessor of the premises, and it also means a manager of the premises who fails to disclose as required by S.C. Code § 27-40-420.

A landlord must:

- comply with the requirements of applicable building and housing codes materially affecting health and safety;

- keep all common areas of the premises in a reasonably safe condition, and, for premises containing more than four dwelling units, keep in a reasonably clean condition; and

- make available running water, reasonable amounts of hot water, and reasonable heat at all times, except when the heat or hot water is within the exclusive control of the tenant and is supplied by a direct public utility connection.

If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the tenant may:

- immediately vacate the premises and notify the landlord in writing within seven days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

- if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord must return security recoverable under S.C. Code Ann. § 27-40-410 and all prepaid rent. A landlord may withhold the tenant's security deposit or prepaid rent if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant; however, if the landlord withholds a security deposit or prepaid rent, he must comply with the notice requirement in § 27-40-410.

Enacted 1986; § 27-40-650 amended 1995.

S.C. Code Ann. §§ 27-40-440, -520, -620, -650 (2019)

Provision of Essential Services

The landlord must maintain in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him. Appliances present in the dwelling unit are presumed to be supplied by the landlord unless specifically excluded by the rental agreement. No appliances or facilities necessary to the provision of essential services may be excluded.

Exception: The landlord and tenant of a single-family residence may agree in writing that the tenant perform these landlord duties and also specified repairs, maintenance tasks, alterations and remodeling, but only if the agreement is entered into in good faith and not for the purpose of evading the landlord's obligations.

If the landlord is negligent or willful in failing to provide the required essential services the tenant may give written notice to the landlord specifying the breach. If the landlord fails to act within a reasonable time, the tenant may:

- procure reasonable amounts of the required essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent; or

- recover damages based upon the diminution in the fair-market rental value of the dwelling unit and reasonable attorney's fees.

If the tenant makes the repairs on the rental property without the landlord's consent, the tenant cannot deduct the cost of the repairs from rent or obtain a mechanic's lien.

Enacted 1986.

S.C. Code Ann. §§ 27-40-440, -630 (2019)

Repairs

The landlord must make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.

Exception: The landlord and tenant of a dwelling may agree in writing that the tenant perform the landlord's duties, make specified repairs, maintenance tasks, alterations and remodeling. The agreement cannot be to cure a defect violating a housing code, must be entered into in good faith, and not for the purpose of evading the obligations of the landlord.

If there is a material noncompliance by the landlord that materially affects the health and safety, or the physical condition of the property, the tenant may terminate the agreement. To terminate the tenant must:

- deliver a written notice to the landlord specifying the acts and omissions constituting the breach; and

- specify that the agreement will terminate upon a date not less than 14 days after receipt of the notice if the breach is not remedied within 14 days.

The lease will not terminate if:

- the breach is remedied by repairs or the landlord adequately remedies the breach before the date specified in the notice;

- the breach cannot be remedied within 14 days, but is started within the 14-day period and is pursued in good faith to complete the breach within a reasonable time; or

- the condition was caused by the deliberate or negligent act or omission of the tenant, a family member, or other person on the premises with the tenant's permission.

The tenant may recover actual damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement. If the landlord's noncompliance is willful, the tenant may recover reasonable attorney's fees.

Enacted 1986.

S.C. Code Ann. §§ 27-40-440, -610 (2019)

Landlord's Right of Entry

The tenant must not unreasonably withhold consent to the landlord to enter the dwelling unit in order to:

- inspect the premises;

- make necessary or agreed repairs, decorations, alterations or improvements;

- supply necessary or agreed services; or

- show the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

A landlord or his agent may enter the dwelling unit without consent of the tenant:

- anytime in case of emergency, including prospective changes in weather conditions which pose a likelihood of danger to the property;

- between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or

- between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services.

A landlord may not abuse the right of access or use it to harass the tenant. Except in emergency cases, the landlord must give the tenant at least 24 hours' notice of his intent to enter. He may enter only at reasonable times.

A landlord has no other right of access except:

- pursuant to court order;

- to remedy a noncompliant condition created by the tenant which materially affects the health and safety of the tenant;

- when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or

- when the tenant has abandoned or surrendered the premises.

If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief in the magistrates' or circuit court without posting bond to compel access, or terminate the rental agreement. In either case the landlord may recover actual damages and reasonable attorney's fees.

If the landlord knowingly makes an unlawful entry or repeated lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief in the magistrates' or circuit court without posting bond to prevent the recurrence of the conduct or terminate the rental agreement. In either case the tenant may recover actual damages and reasonable attorney's fees.

Section 27-40-780 enacted 1986; § 27-40-530 amended 1995.

S.C. Code Ann. §§ 27-40-530, -780 (2019)

South Carolina, Property Management Licensing

The South Carolina Department of Labor, Licensing and Regulation licenses individuals and firms as property managers. A property manager is defined as "an associated licensee who meets educational requirements and passes the examination for a property manager license, and who will for a fee, salary, commission, other valuable consideration or with the intent or expectation of receiving compensation:"

- negotiates or attempts to negotiate the rental or leasing of real estate or improvements thereon;

- lists or offers to list and provide services in connection with the leasing or rental of real estate or improvements thereon; or

- advertises or otherwise holds himself out to the public as being engaged in any of these activities.

"Property manager-in-charge" means the property manager who is designated as having the responsibility over the actions of associated property managers and also the control over and liability for real estate trust accounts.

An individual property manager licensee must be licensed under a licensed property manager-in-charge or broker-in-charge or must be designated as a property manager-in-charge. A property manager may not be licensed during the same period with more than one property manager-in-charge or broker-in-charge.

Amended 2016.

S.C. Code Ann. §§ 40-57-30, -110 (2019)

Qualifications

An applicant for licensure as a property manager must be at least 18 years old and an applicant for property manager-in-charge at least 21.

Applicants must:

- be a graduate from high school or hold a certificate of equivalency recognized by the South Carolina Department of Education;

- if applying for a property manager license, submit proof of (1) completion of 30 hours of classroom instruction in property management principles and practices; or (2) evidence of holding a juris doctor degree, a bachelor of law degree, a baccalaureate degree or a master's degree with a major in real estate or housing from an accredited college or university, or completion of another Commission-approved course of study;

- if applying for a property manager-in-charge license submit proof of (1) an active property manager license; and (2) completion of seven hours of Commission-approved instruction in property management accounting and record keeping,

- submit to criminal background check as provided in § 40-57-115 for initial application; and

- pass the applicable examination.

Effective May 19, 2020, as a condition for licensure renewal, a property manager or property manager-in-charge must submit to a criminal background check upon every third renewal as required for initial applicants.

For additional details of the qualifications for licensing, see **Licensing Requirements and Maintenance Annual Report—South Carolina**.

Amended 2017.

S.C. Code Ann. § 40-57-510 (2019)

Registration/Licensing/Certification of Rental Properties

South Carolina does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

South Carolina, Reasonable Accommodation

It is unlawful for the owner, lessor or manager having the right to lease or rent a housing accommodation to discriminate against a person because of physical or mental disability. Such discrimination includes:

- refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford that person full enjoyment of the premises, provided the landlord may reasonably condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

- refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling; or

- in connection with the design and construction of covered multi-family dwellings for first occupancy after the date that is thirty months after the date of enactment of the Fair Housing Amendments Act of 1988, a failure to design and construct those dwellings in such a manner that:

    - the public use and common use portions of such dwelling are readily accessible to and usable by handicapped persons;

    - all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by handicapped persons in wheelchairs; and

    - all premises within these dwellings contain the following adaptive design features:

        - an accessible route into and through the dwelling;

        - light switches, electrical outlets, thermostats and other environmental controls in accessible locations;

        - reinforcements in the bathroom walls to allow later installation of grab bars; and

- usable kitchens and bathrooms that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirements of the American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People (commonly cited as "ANSI A117.1") suffices to satisfy the requirements of Section 31-21-70(G)(3)(c).

It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise of, or on account of his having aided or encouraged any other person in the exercise of, any right granted the South Carolina Fair Housing Law.

Exceptions:

- The above prohibitions do not apply to "housing for older persons" as defined by statute.

- Nothing requires that a dwelling be made available to an individual whose occupancy would constitute a direct threat to the health or safety of other individuals or whose occupancy would result in substantial physical damage to the property of others.

Section 31-21-40 and 31-21-80 enacted 1989; § 31-21-70 amended 2019.

S.C. Code Ann. § 31-21-40, -70, -80 (2019)

South Carolina, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If the tenant does not pay rent when due and fails to pay rent within five days from the due date, the landlord may terminate the rental agreement. The landlord must give the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The written notice requirement can be satisfied if the rental agreement contains the following notice of nonpayment provision:

"IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit."

The landlord may recover actual damages and obtain injunctive relief, judgments or evictions in the magistrates' or circuit court for any noncompliance by the tenant with the rental agreement.

If the tenant's nonpayment of rent is not in good faith, the landlord is entitled to reasonable attorney's fees.

If the rental agreement is terminated, the landlord has a right to possession for rent, and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees.

In a landlord's action for possession based upon nonpayment of the rent, the tenant may rely on the rental agreement or the law relating to the landlord's noncompliance to assert defenses and to counterclaim for any amount recoverable. If the defense or counterclaim by the tenant is without merit and is not raised in good faith, the landlord may recover, in addition to actual damages, reasonable attorney's fees. The tenant may not raise a defense if the landlord has no notice of the noncompliance and does not have a reasonable opportunity to remedy the defect before the rent is due.

Sections 27-40-640, -710 enacted 1986; § 27-40-710 amended 1999.

S.C. Code Ann. §§ 27-40-640, -710, -750 (2015)

Abandonment

The unexplained absence of a tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit.

If the tenant has voluntarily terminated the utilities and there is an unexplained absence of a tenant after default in payment of rent, abandonment is considered immediate and the 15-day rule does not apply.

If the tenant abandons the dwelling unit, the landlord must 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, it terminates as of the date of the new tenancy, subject to the landlord's remedies under § 27-40-740. 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 deemed 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 considered to be a month or a week, as the case may be.

Amended 1995.

S.C. Code Ann. § 27-40-730 (2015)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

Personal property belonging to a tenant removed from a premises as a result of an eviction proceeding, which is placed on a public street or highway shall be removed by the appropriate municipal or county officials after a period of 48 hours, excluding Saturdays, Sundays, and holidays. The personal property may also be removed by these officials in the normal course of debris or trash collection before or after a 48-hour period. If the premises is located in a municipality or county that does not collect trash or debris from the public highways, then after a period of 48 hours, the landlord may remove the personal property from the premises and dispose of it in the manner that trash or debris is normally disposed of in such municipalities or counties. The notice of eviction must clearly inform the tenant of these provisions.

The municipality or county and the appropriate officials or employees thereof have no liability in regard to the tenant if he is not informed in the notice of eviction of the provisions § 27-40-710.

When a dwelling unit has been abandoned or the rental agreement has come to an end and the tenant has removed a substantial portion of his property or voluntarily and permanently terminated his utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of $500 or less, the landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

When a dwelling unit has been abandoned or the rental agreement has come to an end and the tenant has left personal property in the dwelling unit or on the premises in the cases not covered above, the landlord may have the property removed only pursuant to the provisions of S.C. Code §§ 27-37-10 to 27-37-150.

Where property is disposed of by the landlord as described above and the property value was in excess of $500, the landlord is not liable unless the landlord was grossly negligent.

Section 27-40-710 amended 1999; § 27-40-730 amended 1995.

S.C. Code Ann. § 27-40-710, -730 (2015)

Security Deposit

"Security deposit" is a monetary deposit from the tenant to the landlord which is held in trust by the landlord to secure the full and faithful performance of the terms and conditions of the lease agreement.

When the tenancy terminates the landlord must return the security deposit, minus amounts withheld for accrued rent and damages to the property caused by the tenant. If the landlord withholds any amount, the landlord must itemize any deduction in a written notice to the tenant and return the remaining deposit within 30 days after the tenancy terminates to the tenant's forwarding address provided to the landlord.

If the landlord fails to return the security deposit to the tenant with the itemized list of damages, the tenant may recover the security deposit and an amount equal to three times the amount wrongfully withheld, plus reasonable attorney's fees.

If there are more than four adjoining dwelling units on the premises and the landlord imposes different standards for calculating security deposits, then the landlord must post in a conspicuous place on the premises the standards for calculating the security deposit. Alternatively, the landlord may provide each prospective tenant with a written statement setting forth the standards.

Section 27-40-210 amended 1995; § 27-40-410 amended 1994.

S.C. Code Ann. §§ 27-40-210, -410 (2015)

South Carolina, Tenant Screening

State Fair Housing Requirements

It is unlawful for a person considered to be in the business of selling or renting dwellings to commit the following discrimination practices because of the status of race, color, religion, sex, disability, marital status, familial status, sexual orientation, or national origin:

- to refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, or otherwise to make unavailable or deny a dwelling to any person because of their status;

- to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with it, because of their status;

- to make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on a person's status, or an intention to make the preference, limitation, or discrimination;

- to represent to any person because of their status that any dwelling is not available for inspection, sale, or rental when the dwelling is available;

- for profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person of a particular status;

- to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of the buyer or renter, or a person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or

- to discriminate against a person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with the dwelling, because of a handicap of the buyer or renter, or a person residing in or intending to reside in that dwelling.

Exceptions:

The prohibitions against discrimination do not:

- prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of any dwelling which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to those persons, unless membership in the religion is restricted because of race, color or national origin; or

- prohibit a person to deny or limit the rental of housing to persons who pose a real and present threat of substantial harm to themselves, to others, or to the housing itself.

The South Carolina Fair Housing Law does not apply to:

- residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar service;

- occupancy by a member of a fraternal or social organization in the property operated for the benefit of that organization;

- occupancy by an employee of a landlord whose right to occupancy is conditioned upon employment in and about the premises; or

- residence, whether temporary or not, at a charitable or emergency protective shelter, whether public or private.

It is unlawful to coerce, intimidate, threaten or interfere with any person in the exercise of, or on account of his having aided or encouraged any other person in the exercise of, any right granted under this chapter.

Sections 31-21-60, and 31-21-80 enacted 1989; § 27-40-120 amended 1990; § 311-21-70 amended 2019.

S.C. Code Ann. §§ 31-21-60, -70, -80, -120 (2019)

Other Provisions Related to Tenant Screening

A landlord may ask a tenant or prospective tenant the following questions to determine whether an animal that is not a service animal should be deemed a reasonable accommodation:

(1) "Does the person seeking to use and live with the animal have a disability that is a physical or mental impairment that substantially limits one or more major life activities?"

(2) "Does the person seeking to use and live with the animal have a disability-related need for the animal?"

"Landlords may request documentation to verify the tenant's responses to the above questions. Such documentation shall be deemed sufficient if it establishes that an individual has a disability and that the animal in question will provide some type of disability-related assistance or emotional support."

Amended 2019.

S.C. Code Ann. § 31-21-70 (2019)

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

South Dakota

South Dakota, Condition of Rental Property

Habitability Requirements

In every residential rental, the landlord must "keep the premises and all common areas in reasonable repair and fit for human habitation and in good and safe working order during the term of the lease except when the disrepair has been caused by the negligent, willful or malicious conduct of the lessee or a person under his direction or control."

The landlord must also maintain all electrical, plumbing and heating systems in good and safe working order, unless the "disrepair has been caused by the negligent, willful or malicious conduct of the lessee or a person under his direction or control."

The landlord and tenant may agree that the tenant will perform specified repairs or maintenance in lieu of rent.

If the tenant notifies the landlord of "conditions requiring repair to make the premises fit for human habitation and to place the same in good and safe working order" which the landlord ought to

repair and the landlord does not do so within a reasonable time after receipt of the notice, the tenant may:

- make the repairs and deduct the cost from the rent or otherwise recover it from the landlord; or

- vacate the premises and be discharged from payment of additional rent or performance of other conditions under the rental agreement.

If the necessary repairs cost more than one month's rent, after written notice of the specific reasons for the withholding, the tenant may withhold payment of rent and immediately deposit it in a separate bank or savings and loan account, providing evidence of such to the landlord. The account must be maintained only for the purpose of making repairs until such time as the landlord makes the repairs, at which time the tenant must release the deposit to the landlord, or until the accumulated funds in the account are sufficient for the tenant to make the repairs.

Sections amended 1976.

S.D. Codified Laws §§ 43-32-8, -9 (2019)

Provision of Essential Services

If a landlord willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential services, the tenant may seek injunctive relief, recover possession by court action or terminate the rental agreement, and in all cases recover damages equal to two months' rent. Any advance rent and deposit paid to the landlord must be returned.

Amended 1982.

S.D. Codified Laws § 43-32-6 (2019)

Repairs

The landlord and tenant may agree that the tenant will perform specified repairs or maintenance in lieu of rent. In any event, a tenant must repair all deteriorations or damage to the premises, appliances, appurtenances and other leased personality caused by the tenant's negligent, willful or malicious conduct or that of persons acting under the tenant's direction or control.

Amended 1976.

S.D. Codified Laws §§ 43-32-8, -10 (2019)

Landlord's Right of Entry

"Except in case of an emergency or if it is impracticable to do so, a landlord or landlord's agent shall give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours written notice is presumed to be a reasonable notice unless alternate methods of notification or times for entry are mutually agreed upon between the landlord and tenant in the lease." The notice must specify date(s) of entry, a time during normal business hours for entry, the purpose of intended entry and a means by which the tenant may request to reschedule the entry.

Enacted 2014.

S.D. Codified Laws § 43-32-32 (2019)

South Dakota, Property Management Licensing

The South Dakota Real Estate Commission licenses individuals and firms as property managers. A property manager is defined as any person who for a fee, commission or other consideration, or with the expectation of such consideration:

- negotiates or attempts to negotiate the rental, exchange or leasing of any real estate or the improvements on it;

- lists real estate exchanges, rentals or leases;

- collects rents for real estate or attempts to do so; or

- advertises or holds himself out as engaged in any of the preceding activities.

Exceptions: The following are exempt from the real estate licensing requirements:

- any person who as a bona fide owner or lessor, performs any of the acts described in the definitions of "real estate broker" or "real estate salesperson" with reference to property owned, or leased by the person, or to any regular employees thereof, if such acts are performed in the regular course of, or as an incident to the management of such property or investment in such property; or

- any custodian, janitor, or employee of the owner or manager of a residential building who exhibits a residential unit therein to prospective tenants, accepts applications for leases and furnishes prospective tenants with information relative to the rental of the unit, terms and conditions of leases required by the owner or manager and similar information.

South Dakota also licenses "residential rental agents," i.e., persons who for compensation are associated with a real estate broker or property manager to negotiate the rental or leasing of residential property or collect rents.

Section 36-21A-29 amended 2018; § 36-21A-10 enacted 1992; § 36-21A-12.1 enacted 2000.

S.D. Codified Laws §§ 36-21A-10, -12.1, -29 (2019)

Qualifications

All applicants for a license must be of reputable character and at least 18 years old, and may not have had a license application rejected in any state within the preceding year, except for failure to pass an examination, or have had a license revoked in any state within the preceding five years. In addition, an application may be denied for any one of the following reasons:

- the applicant has written insufficient funds checks within the calendar year before application or has written an insufficient funds check for his or her application;

- the applicant has been convicted of a felony or of a misdemeanor involving moral turpitude, and if the applicant is a firm, a license may be denied if any partner, associate, director, stockholder, officer or qualifying broker has been convicted of a felony or of a misdemeanor involving moral turpitude;

- the applicant has been disciplined by a regulatory agency in relation to his activities as a real estate salesman or broker, appraiser, mortgage broker, auctioneer or any other regulated licensee, including insurance, securities, law and commodities trading;

- the applicant has failed to satisfy the requirements for licensing;

- the applicant has failed the prelicense school examination;

- the applicant has not met the prelicensing education requirements;

- the applicant made deliberate misstatements, deliberate omissions, misrepresentations or untruths in his application; or

- the applicant has a current and unpaid judgment filed against him.

A property manager must furnish evidence of having completed 40 hours of education in the fundamentals of property management within the two years before the date of application, except that a real estate broker may obtain a property manager license without examination. A broker associate may manage property independently of a responsible broker, if he or she has fulfilled the education and experience requirements of § 36-21A-31.

A property manager applicant and renewing licensee must submit proof of insurance coverage of not less than $100,000 single-limit liability per occurrence, with an annual aggregate limit of not less than $500,000.

Property managers must:

- comply with the trust account requirements imposed on real estate brokers;
- execute written management agreements with clients before performing any services;
- inform clients of all liabilities, costs and other financial obligations that may be incurred if the client uses a property manager's services; and
- deposit all security deposits, damage deposits, advance fees and rental proceeds in a federally insured financial institution, make a full accounting to the client, and maintain any related records for four years following termination of a management contract.

A residential rental agent license may be obtained without education or examination upon approval by the Commission. A residential rental agent must be directly supervised by a South Dakota-licensed property manager or broker.

A property manager license and a residential rental agent license are subject to biennial renewal. A property manager must submit proof of successful completion of 24 hours of continuing education during the preceding two-year period. A rental agent must submit proof of completing 12 hours of continuing education.

Section 36-21A-30 enacted 1992; r. 20:69:14.01:10 amended 2018.

S.D. Codified Laws § 36-21A-30 (2019); S.D. Admin. R. 20:69:14:02, :02.01, :03, :04, :06, :07, :11; 20:69:14.01:02, :05, :06, :10; 20:69:15:02, :03 (2019)

Registration/Licensing/Certification of Rental Properties

South Dakota does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

South Dakota, Reasonable Accommodation

It is an unfair or discriminatory housing practice for an owner of housing rights or real property, or any person acting for the owner, including, among others, a licensed real estate broker or salesperson, to refuse to permit, at a disabled person's expense, reasonable modifications of existing rental property that may be necessary to fully enjoy the property. If reasonable, the landlord may condition permission for such modification on the tenant agreeing to restore the premises to the pre-modification condition, ordinary wear and tear excepted.

> Exception: The above prohibition does not apply to rooms or units in dwellings that contain living quarters for not more than two families living independently, if the owner occupies one of the living quarters as his residence.

It is also an unfair or discriminatory practice to design or construct any multifamily dwellings with more than four units for sale, rent or lease that do not allow accessibility to ground-floor common areas and usability of ground-floor housing units by disabled persons or wheelchairs. In buildings with elevators, all units and common areas must be usable by disabled persons and wheelchairs.

A landlord may not prohibit the keeping of a service animal by a person who is totally or partially physically disabled, totally or partially blind or totally or partially deaf in rented or leased residential property.

Generally, with respect to housing, good-faith efforts must be made to reasonably accommodate disabled persons, unless the accommodation would impose an undue hardship.

Note: The South Dakota Human Relations Act does not require any person renting or leasing property, including persons licensed as real estate brokers, salespersons or property managers, to modify any rental property in any way or to incur additional expense or exercise a higher degree of care for a disabled person than for a person who does not have a disability.

Any person aggrieved by an unfair or discriminatory housing practice may file a complaint with the State Commission of Human Rights. If, after investigation, the Commission issues a charge, both the complaining party and the respondent may elect to have claims asserted in the charge decided in a civil action. In a civil action, a prevailing plaintiff may be awarded compensatory damages, punitive damages, attorney fees and costs, as well as injunctive relief.

Section 20-13-20, -21.1, 21.2 amended 1991; § 20-13-23.4 amended 1995; § 20-13-35.1 amended 2004; § 20-13-23.7 enacted 1986.

S.D. Codified Laws §§ 20-13-20, -21.1, -21.2, -23.4, -23.7, -35.1 (2019)

South Dakota, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may bring a detainer action if a tenant fails to pay his rent for three days after it is due. Before commencement of proceedings and as a precondition to suit, the landlord must give three days' written notice to quit to the tenant, which notice must be served and returned just as a summons is served and returned.

If the court finds for the landlord, the judgment will be for delivery of possession of the premises to the landlord and for rents and damages, where claimed in the complaint, and costs, including reasonable attorney fees.

Section 21-16-1 amended 1992; § 21-16-2 amended 1986; § 21-16-10 amended 1960; § 21-16-11 amended 2000.

S.D. Codified Laws §§ 21-16-1(4), -2, -10, -11 (2019)

Abandonment of the Premises

No provisions regarding specific procedures which must be followed when a tenant abandons the leased property before expiration of the lease were located.

Waiver of Right to Terminate

"If a lessee of real property remains in possession thereof after the expiration of the hiring and the lessor accepts rent from him, the parties are presumed to have renewed the hiring on the same terms and for the same time, not exceeding one year."

Amended 1939.

S.D. Codified Laws § 43-32-14 (2019)

Disposition of Tenant's Property

If a tenant leaves property reasonably valued at no more than $500 on leased residential premises for 10 days after the tenant has quit the premises, the property is deemed abandoned, and the landlord may dispose of it.

If the tenant's property left on the premises is reasonably valued at more than $500, it must be stored by the landlord, who has a lien on the property for the cost of handling and storage. After storing the property for 30 days or more, the landlord may treat it as abandoned and dispose of it.

Sections amended 2008.

S.D. Codified Laws §§ 43-32-25, -26 (2019)

Security Deposits

A security deposit is any money deposited with the landlord to secure the performance of a residential rental agreement. A landlord may not demand more than one month's rent as a security deposit, unless the landlord and tenant agree to a larger deposit where "special conditions pose a danger to maintenance of the premises."

Within two weeks after a tenancy is terminated and the receipt of the tenant's mailing address or delivery instructions, the landlord must return the tenant's security deposit or give the tenant a written statement of the specific reasons for withholding all or part of the deposit. Funds may be withheld only in amounts reasonably necessary to:

- remedy defaults in the payment of rent or other money under the agreement; or
- restore the premises to their condition at the start of the tenancy, ordinary wear and tear excepted.

Within 45 days after the tenancy terminates, the landlord must give the tenant, upon request, an itemized accounting of any deposit withheld.

A landlord who does not satisfy these requirements forfeits all rights to any portion of the deposit. A landlord who retains deposit funds in bad faith in violation of § 43-32-24, including failing to provide the written statement and itemized accounting, is subject to punitive damages of up to $200.

Section 43-32-6.1 enacted 1976; § 43-32-24 amended 1984.

S.D. Codified Laws §§ 43-32-6.1, -24 (2019)

South Dakota, Tenant Screening

State Fair Housing Requirements

It is an unfair or discriminatory housing practice for an owner of housing rights or real property, or any person acting for the owner, including, among others, a licensed real estate broker or salesperson to:

- refuse to rent or lease any real property or housing accommodation to any person because of the race, color, creed, religion, sex, ancestry, disability, familial status or national origin of persons intending to reside there;

- to discriminate against a person because of race, color, creed, religion, sex, ancestry, disability, familial status or national origin in the terms, conditions or privileges of the rental or lease or real property or housing accommodations;

- advertise or publicize in any manner that the rental or lease of any real property or housing accommodation by persons of any specific race, color, creed, religion, sex, ancestry, disability, familial status or national origin is "unwelcome, objectionable, not acceptable, or not solicited"; or

- use any, sign, advertisement or application form, or to make any record or inquiry or device whatsoever, to bring about or facilitate discrimination.

A family, for purposes of determining discrimination on the basis of familial status, is one or more minors who are domiciled with their parent, legal guardian or person granted custody with the parent's or custodian's permission. Familial status as a protected category does not apply to residences publicized as specifically designated for older or disabled residents under the conditions specified in § 20-13-20.2.

Exception: The above prohibitions do not apply to rooms or units in dwellings that contain living quarters for not more than two families living independently, if the owner occupies one of the living quarters as his residence.

Any person aggrieved by an unfair or discriminatory housing practice may file a complaint with the State Commission of Human Rights. If, after investigation, the Commission issues a charge, both the complaining party and the respondent may elect to have claims asserted in a charge decided in

a civil action. In a civil action, a prevailing plaintiff may be awarded compensatory damages, punitive damages, attorney fees and costs, as well as injunctive relief.

Sections 20-13-20, -20.1, -20.2 amended 1991; § 20-13-35.1 amended 2004; § 20-13-26 amended 1981.

S.D. Codified Laws §§ 20-13-20, -20.1, -20.2, -26, -35.1 (2019)

Other Provisions Related To Tenant Screening

A landlord may require reliable supporting documentation from a tenant of a rental dwelling unit, if the tenant asserts a disability requiring under any law that a service or assistance animal be allowed as an accommodation on the rented premises. A landlord may not require supporting documentation if the tenant's disability or disability-related need for a service or assistance animal is readily apparent or already known to the landlord. The supporting documentation must confirm the tenant's disability and the relationship between the disability and the need for the requested accommodation. The documentation must originate from a licensed health care provider who does not operate in North Dakota solely to provide certification for service or assistance animals.

If a person is found to have knowingly made a false claim of having a disability that requires the use of a service or assistance animal or of knowingly providing fraudulent supporting documentation in connection with such a claim, a lessor may evict the lessee and collect a damage fee, not to exceed $1,000, from a lessee if the lessee provides fraudulent documentation indicating a disability requiring the use of a service or assistance animal.

Enacted 2018.

S.D. Codified Laws §§ 43-32-33, -34, -35, -36 (2019)

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Tennessee

Tennessee, Condition of Rental Property

Habitability Requirements

A landlord must:

- comply with the applicable building and housing codes that materially affect the health and safety of tenants;
- keep the premises in a fit and habitable condition by making all repairs and necessary maintenance; and
- keep the common areas of the premises in a clean and safe condition.

If the landlord does not comply with the rental agreement, deliberately or negligently fails to maintain the premises, or does not provide essential services as described below where the noncompliance affects health and safety, the tenant may:

- obtain essential services when the landlord is noncompliant and deduct their actual and reasonable costs from the rent;
- recover damages based on the decrease in the fair market rental value of the dwelling unit;
- procure reasonable substitute housing arrangements while the landlord is noncompliant, in which case the tenant does not have to pay rent during the noncompliance and may recover the actual cost of the substitute housing; and
- obtain injunctive relief and recover reasonable attorney's fees for any noncompliance with the rental agreement.

To recover, the tenant must show the condition was not caused by any omission, deliberate, or negligent act of the tenant and must provide 14 days' written notice to the landlord specifying the breach.

If the tenant provides sufficient notice and the rental agreement is terminated for noncompliance, the landlord must return all prepaid rent and security deposits that the tenant may recover under Tenn. Code Ann. § 66-28-301.

If the dwelling unit is damaged or destroyed by fire to the extent it is substantially impaired, the tenant:

- may immediately vacate the dwelling unit; and

- must notify the landlord in writing within 14 days of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates when the tenant vacates the unit.

If the dwelling unit is damaged or destroyed by fire to the extent the tenant must vacate the unit in order to restore the unit, the landlord may terminate the rental agreement within 14 days of notice to the tenant.

If the rental agreement is terminated the landlord must return all prepaid rent and security deposits that are recoverable under Tenn. Code Ann. § 66-28-301.

Section 66-28-304 enacted 1975; §§ 66-28-501, -502 amended 1978; § 66-28-503 amended 2013.

Tenn. Code Ann. §§ 66-28-304, -501, -502, -503 (LexisNexis 2020)

Provision of Essential Services

A landlord must provide all essential services throughout the tenancy period.

"Essential services" refers to utility services, and includes gas, electricity, and any other imposed obligations the landlord agreed upon that materially affect the health and safety of the tenant.

A landlord must provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste subject to Tenn. Code Ann. § 66-28-401(3) in multi-unit complexes of four or more units.

Section 66-28-304 enacted 1975; 66-28-502 amended 1978.

Tenn. Code Ann. §§ 66-28-304, -502 (LexisNexis 2020)

Repairs

A landlord and tenant may agree in writing that the tenant will perform specified repairs, maintenance tasks, alterations, and remodeling provided:

- the agreement is made in good faith; and
- the landlord is not evading his obligations to tenants.

Section enacted 1975.

Tenn. Code Ann. § 66-28-304 (LexisNexis 2020)

Landlord's Right of Entry

A tenant must not unreasonably refuse to consent to the landlord's entry 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
- present the dwelling unit to prospective or actual purchases, mortgagees, workers or contractors.

In cases of emergency, the landlord may enter the dwelling unit without the tenant's consent. "Emergency" means a sudden, typically unexpected event or set of circumstances that demand immediate action.

If the utilities have been turned off without fault of the landlord, the landlord may enter the dwelling unit to inspect the amount of damages and make necessary repairs of damages caused from the lack of utilities.

The landlord must not abuse the right of access or use his right to harass the tenant.

The landlord does not have the right to enter the dwelling unit except:

- by court order;
- as allowed above, and by Tenn. Code Ann. § 66-28-506 and § 66-28-507(b);

- if the tenant has abandoned or surrendered the dwelling unit;

- if the tenant is dead, incapacitated, or incarcerated; or

- in the last 30 before the rental agreement ends in order to show the dwelling unit to prospective tenants, as long as this right is stated in the rental agreement and the current tenant has notice at least 24 hours prior to the landlord's entry.

Section 66-28-403 amended 2011.

Tenn. Code Ann. § 66-28-403 (LexisNexis 2020)

Tennessee, Property Management Licensing

Tennessee does not separately license real estate managers.

For purposes of the Tennessee real estate licensing laws a "real estate broker" includes any person who, for compensation, solicits, negotiates or attempts to solicit or negotiate the listing or lease of any real estate or the improvements thereon or who collects rents or attempts to collect rents. Thus, a property manager must have a real estate broker license, only if he or she engages in any of those activities. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—Tennessee**.

Exception: A resident manager for a broker or owner who manages an apartment building, duplex or residential complex is exempt from the licensing requirement if his or her duties are limited to:

- supervision;

- showing of residential units;

- leasing; and/or

- collection of security deposits and rentals from the property.

An exempt resident manager may not negotiate the amount of a security deposit or rental and may not negotiate leases on behalf of the broker or owner.

Section 62-13-102 amended 2002; § 62-13-104 amended 2010.

Tenn. Code Ann. §§ 62-13-102, -104 (LexisNexis 2016)

Registration/Licensing/Certification of Rental Properties

All landlords of one or more dwelling units are required to register their unit with the local government agency or department that enforces building codes within the jurisdiction where the dwelling units are located.

The landlord must provide:

- the landlord or agent's name, physical address, and telephone number; and

- the street address and unit number for each dwelling unit the landlord owns, leases, or subleases.

If any of the above information or the ownership of the dwelling changes, the landlord who transferred the property must notify the agency or department within 30 days of the change in ownership.

The local government agency or department that enforces building codes must fine any landlord who fails to register or send notification of change of ownership after the landlord has been given an administrative hearing.

Amended 2014.

Tenn. Code Ann. § 66-28-107 (LexisNexis 2016)

Tennessee, Reasonable Accommodation

It is unlawful discrimination to refuse to sell or rent real property or a housing accommodation to a person because of physical or mental disability. Unlawful discrimination includes:

- refusing to permit, at the expense of the disabled person, reasonable modifications of the existing premises occupied or to be occupied by the disabled person if the modification may be necessary to allow the person to fully enjoy the premises, provided the renter first agrees to restore the interior of the premises to the original condition before the modification, minus wear and tear;

- refusing to make reasonable accommodations in rules, policies, practices or services when the accommodations may be necessary for the person to have an equal opportunity to use and enjoy the dwelling;

- in connection with a covered multifamily housing accommodation, failing to design and construct a dwelling that:

    - has at least one building entrance on an accessible route, unless it is impractical to construct because of terrain or unusual site characteristics;

    - provides the public-use and common-use portions of the dwellings are readily accessible to and usable by disabled persons;

- is designed so that all the doors and the premises of the dwellings are sufficiently wide to allow passage for disabled persons in wheelchairs;

- is designed so that the dwellings have accessible routes into and through the dwelling;

- has light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

- has reinforcements in the bathroom walls to allow later installation of grab bars; and

- has usable kitchens and bathrooms where an individual in a wheelchair can maneuver around the space.

Note: A "covered multifamily dwelling" means a building that consists of four or more units if the building has one or more elevators, and the ground floor units in other buildings that consist of four or more units.

A dwelling does not have to be made available to an individual if the tenancy would result in a direct threat to the health or safety of other individuals, or if the tenancy would result in substantial physical damage to the property of others.

Note: A landlord is not liable for injuries by a person's service or support animal permitted on the premises as a reasonable accommodation to assist the person with a disability pursuant to the Fair Housing Act, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, or any other federal, state, or local law,

Amended 2008.

Tenn. Code Ann. § 4-21-601 (LexisNexis 2020)

Tennessee, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If the tenant breaches the agreement by the failure to pay rent or other material noncompliance with the rental agreement, the landlord may inform the tenant in writing of the acts or omissions constituting the breach and that if the breach is not remedied as follows, the rental agreement will terminate.

If the breach for which notice was given is remediable by the payment of rent, the cost of repairs, damages, or any other amount due to the landlord under the rental agreement, the landlord may inform the tenant that if the breach is not remedied within 14 days after receipt of such notice, the rental agreement will terminate, subject to the following:

- all repairs to be made by the tenant to remedy the tenant's breach must be requested in writing by the tenant and authorized in writing by the landlord prior to such repairs being made; provided, however, that the notice must inform the tenant that prior written authorization must be given by the landlord to the tenant; and

- if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least seven days' written notice specifying the breach and the date of termination of the rental agreement.

If the breach for which notice was given is not remediable by the payment of rent, the cost of repairs, damages, or any other amount due to the landlord, the landlord may inform the tenant that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice.

A landlord need not provide additional notice to the tenant other than the notice required above.

The rental agreement is enforceable by the landlord for the collection of rent for the remaining term of the rental agreement.

The landlord may recover damages, obtain injunctive relief for the tenant’s noncompliance with the rental agreement, and recover reasonable attorney’s fees for breach of contract and nonpayment of rent as stated in the rental agreement.

Amended 2019.

Tenn. Code Ann. § 66-28-505 (LexisNexis 2020)

Abandonment of the Premises

A tenant's lease is considered abandoned when:

- the tenant is absent from the premises for at least 30 days without any explanation and without payment of rent; or

- the tenant does not pay rent for 15 days past the rental due date, along with other reasonable factual circumstances that indicate a prima facie case the tenant abandoned the premises.

In cases of abandonment the landlord is authorized to reenter and take possession of the premises and must provide notice at the rental premises as well as send notice to the tenant by mail. The notice must state the landlord's belief that the tenant abandoned the unit, the landlord's intent to take possession unless the tenant contacts the landlord within 10 days, and include the landlord's contact information.

If the tenant does not contact the landlord within 10 days of the notice, the landlord may remove the possessions and re-rent the dwelling unit.

Amended 2005.

Tenn. Code Ann. § 66-28-405 (LexisNexis 2020)

Waiver of Right to Terminate for Nonpayment

If the landlord accepts rent with the knowledge of the tenant's default and without reservation, when the landlord accepts the rent he condones the default. As a result, the landlord waives his right to terminate the rental agreement in reference to the breach of nonpayment of rent.

Enacted 1975.

Tenn. Code Ann. § 66-28-508 (LexisNexis 2020)

Disposition of Tenant's Property

If the tenant abandons the dwelling unit and fails to contact the landlord within 10 days of the notice, the landlord may remove the possessions and re-rent the dwelling unit.

The landlord must store the personal possessions for at least 30 days. The tenant may reclaim the possessions from the landlord within the 30 days. If the tenant does not reclaim the possessions within the 30-day period the landlord may sell or dispose of the possessions and apply the proceeds of the sale to any unpaid rent, damages, storage fees, sale costs and attorney's fees. If there is a remaining balance the landlord must hold onto the balance for six months after the sale for the benefit of the tenant.

Upon removing the defendant in any judgment in an unlawful detainer action, the plaintiff shall place the defendant's personal property on the premises from which the defendant is being removed in an appropriate area clear of the premises entrance and at a reasonable distance from any roadway. The plaintiff may not disturb the defendant's personal property for 48 hours, after which, the remaining personal property of the defendant may be discarded by the plaintiff.

All actions of any county, municipality, metropolitan form of government or other local government relative to the disposition of personal property after the execution of a writ of possession are temporarily suspended during the 48-hour time period.

The plaintiff complying with the above is not liable for any damages to the defendant's personal property during or after the 48-hour time period, unless it can be established by clear and

convincing evidence that the damages resulted from a malicious act or malicious omission of the plaintiff or the plaintiff's designated representative.

Section 29-18-127 amended 2014; § 66-28-405 amended 2005.

Tenn. Code Ann. §§ 29-18-127; 66-28-405 (LexisNexis 2020)

Security Deposits

"Security deposit" means an escrow payment made to the landlord under the rental agreement for the purpose of securing the landlord against financial loss due to damage to the premises by the tenant's occupancy, other than ordinary wear and tear, and any monetary damage due to the tenant's breach of the rental agreement.

All landlords of residential property requiring security deposits prior to occupancy must deposit all tenants' security deposits in an account used only for security deposits in any Tennessee bank. If the landlord fails to deposit the security deposit in the separate account, the landlord cannot retain any portion of the security deposit and a list of damages is not required.

The landlord may inspect the premises for damages when the landlord requests the tenant to vacate or five days after the tenant gives the landlord notice of his intent to vacate.

The tenant may request a mutual inspection and may be present when the landlord inspects the unit for damages. Under a mutual inspection the landlord and tenant must sign the list of damages the landlord found in the inspection. If the tenant refuses to sign, the tenant must state in writing which damages the tenant contests.

The tenant will not have a right to inspect the premises if the tenant:

- vacated the premises without giving the landlord written notice;

- abandoned the premises;

- was judicially removed;

- did not contact the landlord after the landlord's notice of the right to mutual inspection;

- failed to appear at the arranged time of the inspection; or

- failed to request a mutual inspection.

In such a case, the landlord may inspect the unit, compile a listing of any ascertainable damage to the unit, estimate the cost of repairing the damage in order to be paid from the security deposit, and send the tenant a copy of the inspection by certified mail.

A tenant may dispute the accuracy of the damages in the inspection report by bringing an action in a circuit or general sessions court in the appropriate jurisdiction in Tennessee. The claim must be limited to only the contested damages from the inspection list.

If the tenant vacates the dwelling unit with unpaid rent or owes other amounts, the landlord may remove the deposit from the account and apply the deposit to the unpaid amount.

The landlord must return the security deposit amount, minus any damages listed in the inspection list, to the tenant's last known or reasonably determinable address.

Section 66-28-104 amended 2011; § 66-28-301 amended 2012.

Tenn. Code Ann. §§ 66-28-104, -301 (LexisNexis 2020)

Tennessee, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory practice for any person because of race, color, creed, religion, sex, disability, familial status or national origin, to:

- refuse to sell or rent after there is a bona fide offer for real property;
- to refuse to negotiate for the sale or rental of real property;
- to make unavailable or deny real property or a housing accommodation to a person;
- discriminate against any person in the terms, conditions, or privileges of sale of real property, a housing accommodation, or the associated services or facilities;
- refuse to receive or transmit a bona fide offer to purchase, rent or lease real property or a housing accommodation from a person;
- represent to a person that the real property or housing accommodation is not available for inspection, sale, rental, or lease when it is still available;
- to refuse to permit a person to inspect real property or a housing accommodation;
- make, print, publish, circulate, post or mail, or cause to be made, printed, published, circulated, posted or mailed a notice, statement, advertisement or sign for the purchase, rental or lease of real property that indicates, directly or indirectly, a limitation, specification or discrimination as to race color, creed, religion, sex, disability, familial status or national origin or an intent to make such a limitation, specification or discrimination;

- offer, solicit, accept, use or retain a listing of real property or a housing accommodation for sale, rental or lease with the understanding that a person may be discriminated against in the transaction connected with that real property or housing accommodation; or

- deny any person access to, or membership or participation in, any multiple-listing services, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against such person in the terms or conditions of such access, membership or participation.

Exemptions:

The prohibitions against discrimination based on age or familial status do not apply to:

- dwellings specifically designed and operated to assist elderly persons, as defined in the state or federal program, or to housing for older persons;

- the rental of property that contains housing accommodations for not more than two families living independently of each other, if the owner or a member of the owner's family resides in one of the housing accommodations;

- the rental of one room or one rooming unit by an individual if such individual or a member of such individual's family resides there, or, as regards sex status, rooms or rental units where the tenants would be required to share a common bath; or

- a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, that limits the sale, rental or occupancy of dwellings that it owns or operates for other than a commercial purpose to persons of the same religion, or that gives preference to such persons, unless membership in such religion is restricted on account of race, color, or national origin.

Section 4-21-601 amended 2008; § 41-21-602 amended 2012.

Tenn. Code Ann. §§ 41-21-601, -602 (LexisNexis 2020)

Other Provisions Related to Tenant Screening

A prospective tenant with a disability who requires the use of a service or support animal may request an exception to a landlord's policy that prohibits or limits animals or pets on the premises or that requires any payment by a tenant to have an animal or pet on the premises. A landlord who receives such a request "may ask that the individual, whose disability is not readily apparent or known to the landlord, submit reliable documentation of a disability and the disability-related need for a service animal or support animal. If the disability is readily apparent or known but the disability-related need for the service animal or support animal is not, then the landlord may ask the individual to submit reliable documentation of the disability-related need for a service animal or support animal." A landlord who receives reliable documentation may verify the reliable documentation. However, a landlord may not obtain confidential or protected medical records or information concerning a tenant's or prospective tenant's disability.

A landlord may deny such a request if a prospective tenant fails to provide accurate, reliable documentation that meets these requirements after the landlord requests it.

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Enacted 2019.

Tenn. Code Ann. § 66-7-111 (2020)

Texas

Texas, Condition of Rental Property

Habitability Requirements

If a local government revokes a leased premises' certificate of occupancy because of the landlord's failure to maintain the premises, a tenant who is not in default under the lease may recover:

- the full security deposit;

- the pro rata portion of any rental payment paid in advance;

- actual damages, including any moving costs, utility connection fees, storage fee and lost wages; and

- court costs and attorney fees arising from a related action by the tenant against the landlord.

A landlord must make a diligent effort to remedy a condition that materially affects the physical health or safety of an ordinary tenant or arises from the landlord's failure to provide and maintain in operating condition a device to supply hot water at a minimum temperature of 120 degrees Fahrenheit, provided the tenant specifies the condition in a notice to the person to whom, or to the place where, rent is paid and is not delinquent in paying rent at time of the notice.

> Exception: The landlord need not during the lease term remedy a condition caused by the tenant, a lawful occupant of the tenant's dwelling, a family member or a tenant's guest or invitee.

If a casualty loss renders the rental premises totally unusable for residential purposes, either the tenant or landlord may terminate the lease by giving written notice to the other party before repairs are completed. If the lease is terminated, the tenant is entitled to a refund of any security deposit and a pro rata refund of rent from the date he moves out. If the premises are useable in part, the tenant is entitled to a rent reduction proportionate to the extent the premises are unusable, but only on a court judgment.

Section 92.023 enacted 2011; § 92.052 amended 2007; § 92.054 amended 1993;

Tex. Prop. Code Ann. §§ 92.023, .052, .054 (2019)

Essential Services

A landlord, or his agent, may not interrupt or cause the interruption of utility service paid directly by a tenant to the utility company or of water, wastewater, gas or electric service furnished by the landlord to the tenant as an incident of the tenancy, unless the interruption results from bona fide repairs, construction or emergency. If the landlord does, the tenant may:

- either recover possession of the premises or terminate the lease; and

- recover actual damages, one month's rent plus $1,000, attorney fees and court costs, minus any delinquent rent or other amounts for which the tenant is liable to the landlord.

A tenant may also obtain a writ of restoration for immediate restoration of unlawfully disconnected utility service pursuant to Tex. Prop. Code Ann. § 92.0091.

A landlord may not prohibit or limit a tenant's right to summon police or other emergency assistance based on the tenant's reasonable belief that an individual is in need of intervention or emergency assistance or impose monetary penalties on a tenant who does so. If the landlord does, the tenant may recover a civil penalty equal to one month's rent, actual damages sustained, injunctive relief and attorney fees and costs.

A dwelling must be equipped with the following security devices, installed at the landlord's expense, without request by the tenant:

- a window latch on each exterior window of the dwelling;

- a doorknob lock or keyed dead bolt on each exterior door;

- a sliding door pin lock on each exterior sliding glass door of the dwelling;

- a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and

- a keyless bolting device and a door viewer on each exterior door of the dwelling.

  Note: A number of exceptions to this requirement are set forth in Tex. Prop. Code Ann. § 92.153.

The landlord must "rekey" a security device operated by key and/or card at his expense not later than the seventh day after a tenant's turnover date. With respect to leases entered into or renewed on or after January 1, 2016, if the tenant has vacated the premises in breach of a written lease, the landlord may deduct the reasonable cost of such rekeying from the tenant's security deposit only if the lease includes a an underlined or bold-faced provision allowing the deduction.

A tenant may make an unlimited number of requests for a change in, or rekeying of, a security device, which the landlord must perform, at the tenant's expense. The landlord must respond to the tenant's request within a reasonable time, which is presumed to be not later than 72 hours after receipt of the request and any required advance payment by the tenant, if:

- an unauthorized entry occurred or was attempted in the tenant's dwelling;

- an unauthorized entry occurred or was attempted in another unit in a multi-unit complex in which the tenant's unit is located during the preceding two months; or

- a crime of personal violence occurred in the multi-unit complex in which the tenant's unit is located during the preceding two months.

The landlord must install at the tenant's request at any time, at the tenant's expense:

- a keyed deadbolt on an exterior door if the door has a doorknob lock but not a keyed deadbolt or a keyless bolting device but not a deadbolt or doorknob lock; and

- a sliding door handle latch or sliding door security bar, if the door is an exterior sliding glass door without a door handle latch or security bar.

A landlord must install at least one smoke alarm in each separate bedroom in a dwelling unit. If requested by a tenant as an accommodation for a person with a hearing-impairment disability, or as required by law, as a reasonable accommodation the landlord must install an alarm capable of alerting a hearing-impaired individual. At the commencement of a tenant's possession the landlord must determine that the smoke alarm is in good working order and must inspect it during the term of the lease if the tenant notifies him of a malfunction.

If the landlord has installed a fire extinguisher, the landlord must inspect it at the beginning of a tenancy and within a reasonable time after the tenant's written request that it be inspected. The extinguisher must be repaired or replaced at the landlord's expense if it is malfunctioning, does not have the correct pressure, or the tenant has informed the landlord that the fire extinguisher was used for a legitimate purpose.

Section 92.008 amended 2013; § 92.254 amended 2011; § 92.0091 enacted 2009, § 92.015 amended 2017; § 92.153 amended 1995, §§ 92.161, .162 enacted 1993; §§ 92.156, .157 amended 2015; §§ 92.255, .263, ,264 enacted 2011

Tex. Prop. Code Ann. §§ 92.008, .0091, .015, .153, .156, .157, .161, .162, .254, .255, .263, .264 (2019)

Repairs

A landlord and tenant may agree that the tenant will perform repairs of conditions covered by Subchapter B of Chapter 92 of the Property Code at the landlord's expense.

A landlord and tenant may agree that the tenant will repair or remedy a condition of the premises covered by Subchapter B of Chapter 92 of the Property Code if the lease is in writing, the agreement for repairs is conspicuous, specific and clear, made voluntarily and for consideration, and at the beginning of the lease term:

- the landlord owns only one rental dwelling;

- the dwelling has no condition which would materially affect the physical health or safety of an ordinary tenant; and

- the landlord has no reason to believe that any such condition is likely to occur or recur during the lease term, or renewal or extension.

A landlord and tenant may agree, provided the lease is in writing, the agreement for repairs is conspicuous, specific and clear, made voluntarily and for consideration, that the tenant must pay for repairs of the following conditions that may occur during the lease term:

- damage from wastewater stoppages caused by foreign or improper objects exclusively serving the tenant's dwelling;

- damage to doors, windows or screens; and

- damages from doors and windows left open.

A landlord is liable to a tenant if:

- the tenant has given the landlord notice to repair or remedy a condition;

- the condition materially affects the physical health or safety of an ordinary tenant;

- the tenant has given the landlord a similar subsequent written notice after a reasonable time to repair or remedy the condition following the prior notice, or the prior notice was given by certified mail, return receipt requested, by registered mail or by another form of mail that allows tracking of delivery from the U.S. Postal Service or a private delivery service;

- the landlord has had a reasonable time (rebuttably presumed to be seven days) to remedy the condition after receipt of the tenant's notice and, if applicable, the tenant's subsequent notice;

- the landlord has not made a diligent effort to remedy the condition after receipt of the tenant's notice(s); and

- the tenant was not delinquent in the payment of rent at the time any required notice was given.

In such cases, if the landlord is liable, the tenant may:

- terminate the lease;

- have the condition repaired and deduct the costs of repairs from his rent, without judicial action, pursuant to Tex. Prop. Code Ann. § 92.0561;

- obtain judicial remedies pursuant to Tex. Prop. Code Ann. § 92.0563.

Section 92.006 amended 2015; § 92.056 amended 2015; § 92.0561 amended 1998; § 92.0563 amended 2010.

Tex. Prop. Code Ann. §§ 92.006, .056, .0561, .0563 (2019)

Landlord's Right of Entry

No relevant provisions were located.

Texas, Property Management Licensing

Texas does not separately license real estate managers.

For purposes of the Texas real estate licensing laws a "real estate broker" includes any person who, for compensation, leases or offers to lease real estate, negotiates or attempts to negotiate a lease of real estate, lists or offers to list real estate for lease, aids or offers to aid in locating or obtaining real estate for lease, procures or assists in procuring the lease of real estate or controls the acceptance or deposit of rent from a resident of a single-family residential real property unit. Thus, a property manager must have a real estate broker license, only if he or she engages in any of those activities. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—Texas**.

Exception: The real estate licensing laws do not apply to an on-site manager of an apartment complex.

Amended 2015.

Tex. Occ. Code Ann. § 1101.002, .005 (2019)

Registration/Licensing/Certification of Rental Properties

Texas does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Texas, Reasonable Accommodation

It is unlawful for any person to discriminate in the rental, or otherwise make unavailable or deny a dwelling to a renter, or discriminate against any person in the terms, conditions or privileges of rental of dwelling or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;

- a person residing or intending to reside in the dwelling after it is rented; or

- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the handicapped person's expense, reasonable modifications of existing housing accommodations occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a dwelling;

- in connection with "covered multifamily dwellings," failure to design and construct such property in a manner that:

    - the common-use and public-use areas of the residential real property readily are accessible to and usable by a person with a disability;

    - all doors into and within all premises within residential real property are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

    - ensures that all premises within the residential real property contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

      Note: "Covered multifamily dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions:

- In no event is it required that a dwelling be made available to an individual if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

- The above prohibitions do not apply to rentals in a dwelling containing living quarters occupied or to be occupied by no more than four families living independently, if the owner resides in one of the living quarters.

- The above prohibitions do not apply to a single-family house rented by the owner if the owner does not own more than three single-family houses at any one time, provided that:

    - the owner does not own any interest in, nor is there owned or reserved on his behalf, title to or any right to all or part of the proceeds from the sale or rental of more than three single-family houses at any one time; and

    - the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of the owner of a dwelling designed or intended for occupancy by five or more families and without publication of any discriminatory advertisement or written notice.

      Note: This exemption applies to only one rental in a 24-month period if the owner was not the most recent resident of the house at the time of the rental.

- A religious institution, society or organization, or nonprofit institution or organization operated, supervised or controlled by a religious institution, society or organization, may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes or give preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color or national origin.

A person aggrieved by a discriminatory housing practice may file a complaint with the Texas Workforce Commission Civil Rights Division within one year after the alleged discriminatory housing practice occurred or terminated, whichever is later. If conciliation efforts fail to resolve a complaint, and the Commission believes that a discriminatory practice has occurred or is about to occur, it must issue a charge on behalf of the aggrieved party. The complainant, the respondent or the aggrieved party may elect to have the claims and issues asserted in the charge resolved in a civil action commenced by the attorney general on the aggrieved person's behalf, in lieu of an administrative hearing. If the civil suit option is not chosen, the Commission will hear the charge,

and if it finds that a respondent has engaged in a violation, will order appropriate relief, which may include actual damages suffered by the aggrieved person and injunctive and other equitable relief. A civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations may also be imposed.

An aggrieved party may also file a direct civil action not later than two years after the occurrence or termination of the alleged discriminatory housing practice. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff.

Enacted 1993; § 301.041 amended 2003; § 301.112 amended 1997.

Tex. Prop. Code Ann. §§ 301.004, .021, .022. .023, .025, .041, .042, .043, .081, .085, .089, .092, .093, .111, .112, .131 (2019)

Texas, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A landlord may change the door locks on a tenant's individual unit if a tenant is delinquent in paying at least part of the rent, provided:

- the landlord's right to do so is placed in the lease;
- the tenant is delinquent in paying all or part of the rent; and
- the landlord has locally mailed not later than the fifth calendar day before the locks are changed, or hand delivered to the tenant or posted on the inside of the main entry door to the tenant's dwelling not later than the third day before the date on which the locks are changed, a notice stating:
    - the earliest date the landlord will change the locks;

- the amount of rent the tenant must pay to avoid a lock-change;

- the name and street address of the person to whom or the location of the on-site management office at which, the delinquent rent may be discussed or paid during the landlord's normal business hours; and

- in underlined or bold print, the tenant's right to receive a key to the new lock at any hour, regardless of whether the delinquent rent is paid.

If the landlord changes the lock due to a rent delinquency, he must place a written notice on the tenant's front entry door stating:

- the on-site location where the tenant may go 24 hours per day to obtain a new key or a telephone number answered 24 hours per day that the tenant may call to have a key delivered within two hours after calling;

- that the landlord must provide a new key at any hour regardless of whether the tenant pays any of the delinquent rent; and

- the amount of rent and other charges delinquent.

A tenant whose locks are so changed may not be prevented from entering common areas of residential rental property.

If a landlord violates the above lock-changing provisions, the tenant may:

- either recover possession of the premises or terminate the lease;

- recover from the landlord a civil penalty of one month's rent, plus $1,000, actual damages, court costs and attorney fees in a civil action, less any delinquent rent or other sums which he or she owes the landlord; and

- if the landlord has failed to provide the tenant with a key to the changed lock, recover in addition to the above remedies, an additional penalty of one month's rent.

In a suit filed in justice court in which the landlord files a sworn statement seeking judgment against a tenant for possession of the premises and unpaid rent, personal service on the tenant or service on the tenant under Tex. R. Civ. P. 742a,, is procedurally sufficient to support a default judgment for possession of the premises and unpaid rent.

If the justice court enters judgment for the landlord in a residential eviction case based on nonpayment of rent, the court must determine the amount of rent to be paid each rental pay period during the pendency of any appeal and note that amount in the judgment.

Section 24.0051 amended 2011; § 24.0053 amended 2015; § 92.0081 enacted 2007.

Tex. Prop. Code §§ 24.0051, .0053; 92.0081 (2019)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

A landlord who prevails in an eviction suit is entitled to a judgment for possession of the premises and a writ of possession. The writ of possession will order the officer executing the writ to:

- deliver possession of the premises to the landlord;

- instruct the tenant and all persons claiming under the tenant to leave the premises immediately, and, if the persons fail to comply, physically remove them;

- instruct the tenant to remove or to allow the landlord, the landlord's representatives, or other persons acting under the officer's supervision to remove all personal property from the rental unit other than personal property claimed to be owned by the landlord; and

- place, or have an authorized person place, the removed personal property outside the rental unit at a nearby location, but not blocking a public sidewalk, passageway, or street and not while it is raining, sleeting, or snowing, except if the municipality has provided a container as provided below.

Note: A municipality may provide, without charge to the landlord or to the owner of personal property removed from a rental unit by writ of possession, a portable, closed container into which the removed personal property will be placed by the officer executing the writ or by the authorized person. The municipality may remove the container from the location near the rental unit and dispose of the contents by any lawful means if the owner of the removed personal property does not recover the property from the container within a reasonable time after the time the property is placed in the container.

A writ of possession will authorize the officer, at the officer's discretion, to engage the services of a bonded or insured warehouseman to remove and store, subject to applicable law, part or all of the property at no cost to the landlord or the officer executing the writ. The landlord may not be required to store the property.

Amended 2015.

Tex. Prop. Code Ann. § 24.0061 (2019)

Security Deposits

"A security deposit is any advance of money, other than a rental application deposit or an advance payment of rent, that is intended primarily to secure performance under a lease of a dwelling that has been entered into by a landlord and a tenant."

A landlord must refund a security deposit within 30 days after the tenant surrenders possession of the premises. A lease requirement that the tenant give advance notice of surrender as a precondition for a refund of the security deposit is effective only if the provision is underlined or is printed in conspicuous bold print in the lease.

The landlord may deduct from the security deposit damages and charges for which the tenant is legally responsible under the lease or as a result of breaching the lease. If the landlord retains all or part of the deposit, he must give the balance, if any to the tenant, together with a written description and itemization of all deductions, provided the tenant has given the landlord a written forwarding address for purposes of refunding the deposit.

Exception: An itemization and description of deductions need not be provided if:

- the tenant owes rent when he surrenders the premises; and

- there is no controversy concerning the amount of rent owed.

A tenant may not withhold a portion of the last month's rent on the grounds that the security deposit is security for unpaid rent.

If the landlord retains a security deposit in bad faith, he is liable for $100, three times the security deposit amount wrongfully withheld and the tenant's reasonable attorney fees in a suit to recover the deposit. A landlord who, in bad faith, fails to provide a written itemization of damages and charges forfeits the right to any portion of the security deposit and the right to sue the tenant for damages to the premises.

Note: If a security deposit was not required by a residential lease and the tenant is liable for damages and charges on surrender of the premises, the landlord must notify the tenant in writing of the landlord's claim for damages and charges on or before the date the landlord reports the claim to a consumer reporting agency or third-party debt collector. No such notice is required if the tenant has not given the landlord a forwarding address. If a landlord does not provide the tenant the notice as required, the landlord forfeits the right to collect damages and charges from the tenant.

Section 92.0081 enacted 2007; §§ 92.102, .103, .104, .107 enacted 1983.

Tex. Prop. Code Ann. §§ 92.0081, .102, .103, .104, .107, .110 (2019)

Texas, Tenant Screening

State Fair Housing Requirements

A person may not, because of race, color, religion, sex, familial status or national origin:

- refuse to rent a dwelling after the making of a bona fide offer;
- refuse to negotiate for the rental of a dwelling to any person;
- discriminate against a person in the terms, conditions or privileges of a rental of a dwelling or in the furnishing of facilities or services in connection therewith;
- represent to a person that any dwelling is not available for inspection for rental when in fact it is available; or
- otherwise make unavailable or deny a dwelling.

It is also a discriminatory practice for a person to make, print, or publish or cause the making, printing or publication of a statement, advertisement or notice, that indicates preference, limitation or discrimination on the basis of race, color, religion, familial status or national origin.

"Familial status" is the status of:

- a parent or legal custodian domiciled with a minor child;
- the designee of the parent or the legal custodian domiciled with a minor child, with the written permission of the parent or legal custodian;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions do not apply to rentals in a dwelling containing living quarters occupied or to be occupied by no more than four families living independently, if the owner resides in one of the living quarters.

- The above prohibitions do not apply to a single-family house rented by the owner if the owner does not own more than three single-family houses at any one time, provided that:

    - the owner does not own any interest in, nor is there owned or reserved on his behalf, title to or any right to all or part of the proceeds from the sale or rental of more than three single-family houses at any one time; and

    - the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of the owner of a dwelling designed or intended for occupancy by five or more families and without publication of any discriminatory advertisement or written notice.

      Note: This exemption applies to only one rental in a 24-month period if the owner was not the most recent resident of the house at the time of the rental.

- A religious institution, society or organization, or nonprofit institution or organization operated, supervised or controlled by a religious institution, society or organization, may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes or give preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color or national origin.

- The prohibitions related to discrimination based on familial status do not apply to housing for older persons as defined by Tex. Prop. Code Ann. § 301.043.

A person aggrieved by a discriminatory housing practice may file a complaint with the Texas Workforce Commission Civil Rights Division within one year after the alleged discriminatory housing practice occurred or terminated, whichever is later. If conciliation efforts fail to resolve a complaint, and the Commission believes that a discriminatory practice has occurred or is about to occur, it must issue a charge on behalf of the aggrieved party. The complainant, the respondent or the aggrieved party may elect to have the claims and issues asserted in the charge resolved in a civil action commenced by the attorney general on the aggrieved person's behalf, in lieu of an administrative hearing. If the civil suit option is not chosen, the Commission will hear the charge, and if it finds that a respondent has engaged in a violation, will order appropriate relief, which may include actual damages suffered by the aggrieved person and injunctive and other equitable relief. A civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations may also be imposed.

An aggrieved party may also file a direct civil action not later than two years after the occurrence or termination of the alleged discriminatory housing practice. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff.

Enacted 1993; § 301.041 amended 2003; § 301.112 amended 1997.

Tex. Prop. Code Ann. §§ 301.004, .021, .022. .023, .041, .042, .043, .081, .085, .089, .092, .093, .111, .112, .131 (2019)

Other Provisions Related to Tenant Screening

At the time an applicant is provided with a rental application, the landlord must make available to the applicant printed notice of the landlord's tenant-selection criteria and the grounds for which the rental application may be denied, including the applicant's:

- criminal history;

- previous rental history;

- current income;

- credit history; or

- failure to provide accurate or complete information on the application form.

The applicant must sign an acknowledgment indicating the notice was made available and containing mandatory language set forth in Tex. Prop. Code Ann. § 92.3515; if not signed, there is a rebuttable presumption that the notice was not made available to the applicant.

If the landlord rejects an applicant, and the landlord has not made the notice available, the landlord must return the application fee and any application deposit.

The applicant is deemed rejected by the landlord if the landlord does not give notice of acceptance of the applicant on or before the seventh day after the date:

- the applicant submits a completed rental application on an application form furnished by the landlord; or

- the landlord accepts an application deposit if the landlord does not furnish an application form.

Note: A landlord's rejection of one co-applicant is deemed a rejection of all co-applicants.

A landlord who in bad faith fails to refund an application fee or deposit is liable for $100, three times the amount wrongfully retained, and the applicant's reasonable attorney fees.

A property owners' association may not adopt or enforce a provision in a dedicatory instrument that:

- requires a lease or rental applicant or a tenant to be submitted to and approved for tenancy by the POA; or

- requires a consumer credit report or a lease or rental application submitted to the property owner to be submitted to a POA regarding a lease or rental applicant or current tenant.

If a copy of the lease or rental agreement is required by the POA, any sensitive personal information may be redacted or otherwise made unreadable or indecipherable. "Sensitive personal information" means social security number, driver's license number, government-issued identification number, or credit or debit card number or account number.

Sections 92.3515. .354 enacted 2007; § 92.352 amended 1997; § 209.016 enacted 2015.

Tex. Prop. Code Ann. §§ 92.3515, .352, .354; 209.016 (2019)

Utah

Utah, Condition of Rental Property

Habitability Requirements

An owner may not rent premises unless they are safe, sanitary and fit for human habitation. Each owner who rents or leases a residential rental unit must maintain the unit in a condition fit for human habitation and in compliance with local ordinances and the rules of the local board of health. Each unit must have electrical systems, heating, plumbing, and hot and cold water. A renter must cooperate in maintaining his or her rental unit.

An owner must maintain:

- common areas of the residential rental unit in a sanitary and safe condition;

- electrical systems, plumbing, heating, and hot and cold water;

- any air conditioning system in an operable condition; and

- other appliances and facilities as specifically contracted in the rental agreement.

Before entering into a rental agreement, the owner must:

- provide the prospective renter a written inventory of the residential rental unit condition, excluding ordinary wear and tear;

- furnish the renter a form to document the condition of the unit and allow the resident a reasonable time after occupancy to complete and return the form; or

- provide the prospective renter an opportunity to conduct a walkthrough inspection of the unit.

If an occupied residential rental unit is unfit for occupancy, an owner may decide not to correct a deficient condition described in a renter's notice of deficient condition and terminate the rental agreement. In that case, the owner must:

- notify the renter in writing no later than the end of the corrective period; and

  Note: The corrective periods is three calendar days for a violation of a standard of habitability or 10 days for a violation of the rental agreement.

- within 10 calendar days after the owner terminates the rental agreement, pay to the renter any prepaid rent, prorated, and deposit due the renter.

The renter may not be required to vacate the residential rental unit sooner than 10 calendar days after the owner notifies the renter.

Section 57-22-3 enacted 1990; § 57-22-4 amended 2017; § 57-22-6 amended 2017.

Utah Code Ann. §§ 57-22-3, -4, -6 (2019)

Essential Services

An owner of a residential rental unit must, for buildings containing more than two residential rental units, provide and maintain appropriate receptacles for garbage and other waste and arrange for its removal, except to the extent that the renter and owner otherwise agree.

A renter who is a victim of one of the crimes listed in Utah Code Ann. § 57-22-5.1 may require the owner to install a new lock to the renter's unit if the renter provides the owner with a copy of a protective order or police report of a listed crime and pays the cost of installation. An owner may choose to re-key the lock or change the entire locking mechanism with one of equal or greater quality, and may retain a copy of the key to the new lock.

An owner may not impose a restriction on the renter's ability to request assistance from a public safety agency or penalize or evict a renter for making reasonable requests for such assistance.

Section 57-22-4 amended 2017; § 57-22-5.1 amended 2020

Utah Code Ann. § 57-22-4, -5.1 (2019)

Repairs

If a renter believes that his rental unit has a deficient condition, he may give the owner written notice which must:

- describe the condition;

- state the owner has the corrective period, stated in number of days, to remedy the condition;

- state whether the renter will elect a rent-abatement remedy or repair-and-deduct remedy if the owner does not within the corrective period take substantial action towards correcting the condition;

- give the owner permission to enter the unit to take corrective action; and

- be served on the owner as provided in Utah Code Ann. § 78B-6-805.

  Note: The corrective periods is three calendar days for a violation of a standard of habitability or 10 days for a violation of the rental agreement.

If a renter believes that a rental unit has a dangerous condition, he may notify the owner of the condition by any means reasonable under the circumstances. The owner must, within 24 hours after receiving notice of a dangerous condition, start remedial action to correct the dangerous condition and then diligently pursue remedial action to completion.

If the owner fails to take substantial action, before the corrective period expires, toward correcting a condition described in a notice of deficient condition and the renter chooses the rent abatement remedy in the notice:

- rent is abated as of the date of the notice of deficient condition to the owner;

- the rental agreement is terminated;

- the owner must immediately pay to the renter the entire security deposit paid under the rental agreement and a prorated refund for any prepaid rent, including any rent the renter paid for the period after the date on which the renter gave the owner the notice of deficient condition; and

- the renter must vacate the premises within 10 calendar days after the expiration of the corrective period.

If the renter elects the repair-and-deduct remedy in the notice of deficient condition, the renter:

- may correct the deficient condition and deduct from future rent the amount the renter paid to correct the condition, not to exceed an amount equal to two months' rent; and

- must maintain all receipts documenting the amount paid to correct the deficient condition and provide a copy of those receipts to the owner within five calendar days after the beginning of the next rental period.

Exceptions:

- "Deficient condition" does not include a condition caused by the renter, the renter's family, or the renter's guest or invitee.

- A renter is not entitled to a rent-abatement remedy or repair-and-deduct remedy if he or she is not in compliance with all requirements under Utah. Code Ann. § 57-22-5, including being current on all rent payments.

After expiration of the corrective period, a renter may bring an action to enforce the renter remedy selected in the notice of deficient condition, and if the court finds that the owner unjustifiably refused to correct the condition or failed to use due diligence, the renter is entitled to the applicable renter remedy, any damages, court costs and reasonable attorney fees. An owner is not liable for mental suffering or anguish.

Amended 2017.

Utah Code Ann. § 57-22-6 (2019)

Landlord's Right of Entry

Unless otherwise provided in the rental agreement, an owner must give the renter at least 24 hours prior notice of the owner's entry into the rental unit.

A renter may not unreasonably deny access to, refuse entry to or withhold consent to enter the rental unit to the owner, agent or manager in order to make repairs.

Section 57-22-4 amended 2017; § 57-22-5 amended 2010

Utah Code Ann. §§ 57-22-4, -5 (2019)

Utah, Property Management Licensing

Utah does not separately license real estate managers.

However, any person, who "with the expectation of receiving valuable consideration, manages property owned by another person" or who "with the expectation of receiving valuable consideration, assists or directs in the procurement of prospects for or the negotiation of a property management transaction" must be licensed as a principal real estate broker by the Utah Real Estate Commission. For details of the qualifications for licensure, see **Licensing Requirements and Maintenance Annual Report—Utah**.

"Property management" is defined as engaging in the management of real estate owned by another person or advertising or otherwise claiming to be engaged in property management by:

- "advertising for, arranging, negotiating, offering, or otherwise attempting or participating in a transaction calculated to secure the rental or leasing of real estate";

- "collecting, agreeing, offering, or otherwise attempting to collect rent for the real estate and accounting for and disbursing the money collected"; or

- authorizing expenditures for real estate repairs.

Exceptions: The licensing requirement does not apply to:

- an individual who as owner or lessor performs property management with reference to real estate owned or leased by him;

- "a regular salaried employee of the owner of real estate who performs property management services with reference to real estate owned by the employer, except that the employee may only manage real estate for one employer";

- an individual who performs property management services for the apartments where that individual resides in exchange for free/reduced rent on that individual's apartment;

- a regular salaried employee of a condominium homeowners' association who manages real estate subject to the declaration of condominium that established the association, except that the employee may only manage real estate for one association; and

- "a regular salaried employee of a licensed property management company or real estate brokerage who performs support services, as prescribed by rule, for the property management company or real estate brokerage."

Section 61-2f-102 amended 2017; § 61-2f-202 amended 2017.

Utah Code Ann. §§ 61-2f-102, -202 (2019)

Registration/Licensing/Certification of Rental Properties

Utah does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Unless agreed to by a residential landlord and in compliance with state and federal law, a municipality may not collect from a residential landlord or retain:

- a tenant's consumer report;
- a tenant's criminal history record information in violation of Utah Code Ann. § 53-10-108; or
- a copy of an agreement between the landlord and a tenant regarding the tenant's term of occupancy, rent, or any other condition of occupancy.

Amended 2017.

Utah Code Ann. § 10-1-203.5 (2019)

Utah, Reasonable Accommodation

A person commits a discriminatory housing practice if he or she:

- refuses to permit a person with a disability, at his or her own expense, to make reasonable modifications to existing premises occupied or to be occupied by the disabled person, if the modifications are necessary to afford the person full enjoyment of the premises, provided that a landlord may reasonably condition such permission on the person agreeing to restore the premises' interior to the condition existing before modification, normal wear and tear excluded;

- refuses to make reasonable accommodation in rules, policies, practices or services when the accommodations may be necessary to give a disabled person equal opportunity to use and enjoy a housing accommodation; or

- fails to design and construct covered multifamily dwellings in such a manner that the dwellings have at least one building entrance on an accessible route, unless the terrain or unusual site characteristics make doing so impractical, and with respect to such buildings with an accessible entrance fails to design and construct in a manner that:

    - the public-use and common-use areas of the dwellings are accessible to and usable by persons with disabilities;

    - all doors allow passage into and within all premises by disabled persons in wheelchairs; and

    - all premises contain an accessible route into and through the dwellings; light switches, electrical outlets, thermostats and other environmental controls are in accessible locations; reinforcements in the bathroom walls allow grab bar installation; and kitchens and bathrooms are such that a wheelchair can maneuver around the space.

A "covered multifamily dwelling" is:

- a building consisting of four or more units if the building has one or more elevators; and

- ground floor units in other building consisting of four or more units.

Exceptions: The above prohibitions do not apply to:

- rental of a room in a dwelling by an owner-occupant of a single-family dwelling, if the dwelling is designed for occupancy by four or fewer families; or

- rental of a single-family dwelling by an individual private owner if the owner does not own or have an interest in more than three single-family houses at any one time, the owner does not sell more than one single-family dwelling unit in which the owner was not residing or was not the most recent resident at the time of sale, the house is rented without the use of a real estate broker or salesperson and the owner does not use any discriminatory advertising.

A person need not exercise a higher degree of care toward a disabled person than toward a person who does not have a disability.

A person aggrieved by an unlawful discriminatory practice may file a complaint with the Division of Antidiscrimination and Labor (established under the Utah Labor Commission) within 180 days after an alleged discriminatory housing practice occurs. If the Director finds reasonable cause to believe that the respondent has engaged in a discriminatory housing practice, and the respondent files a timely request for review, the respondent, complainant or aggrieved party may elect to have de novo review in a civil action rather than a formal adjudicative hearing, in which case the Commission is barred from continuing or commencing any adjudicative proceeding. The court or administrative decision-maker may order cessation of the discriminatory practice, award actual damages, attorney fees and costs, order injunctive relief, and assess a civil penalty of up to $50,000, depending on the number of prior violations and the time period over which they occurred.

An aggrieved person may also commence a private action within two years after the alleged discriminatory housing practice occurred, within two years after its termination or within two years of a breach of an administrative conciliation agreement. Such an action is subject to the limitations set forth in Utah Code Ann. § 57-21-12.

Note: It is a defense to a complaint or action under the fair housing laws that "the complainant has a disability that, in the circumstances and even with reasonable accommodation, poses a serious threat to the health or safety of the complainant or others." The respondent bears the burden of proving this defense.

Section 57-21-4 amended 1993; § 57-21-2,-3, -4, -5, -12 amended 2015; §§ 57-21-9 and 57-21-10 amended 2019.

Utah Code Ann. §§ 57-21-2, -3, -4, -5, -9, -10, -12 (2019)

Utah, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

A tenant is guilty of unlawful detainer if the tenant continues in possession after default in the payment of rent, or other amounts due the landlord, and after written notice requiring, in the alternative, payment of the rent and other amounts due or surrender of the detained premises has not been complied with for three calendar days after service. The notice may be served pursuant to Utah Code Ann. § 78B-6-805 any time after rent becomes due.

A judgment in favor of the landlord in an unlawful detainer action after default in rent must include an order for restitution of the premises, and declare forfeiture of the lease or rental agreement. Damages may also be awarded for three times the amounts due under the contract.

Section 78B-6-802 amended 2016; §§ 78B-6-805, -811 amended 2018.

Utah Code Ann. §§ 78B-6-802, -805, -811 (2019)

Abandonment of the Premises

"Abandonment" is presumed if:

- the tenant has not notified the owner that he or she will be absent from the premises and "fails to pay rent within 15 days after the due date, and there is no reasonable evidence other than the presence of the tenant's personal property that the tenant is occupying the premises"; or

- the tenant has not notified the owner that he or she will be absent from the premises and "fails to pay rent when due and the tenant's personal property has been removed from the

dwelling unit and there is no reasonable evidence that the tenant is occupying the premises."

Abandonment is established as a matter of law if the owner has reason to believe that the above presumption of abandonment has been met, the owner serves the tenant with a declaration of abandonment, and the tenant fails to dispute or rebut the declaration. The tenant may be served with a declaration of abandonment that:

- includes at least a contact address for the owner;
- contains a brief factual basis supporting the owner's reasonable belief that the presumption of abandonment has been met;
- states the date and time of service; and
- includes the following language, or language that is substantially similar: "It is believed that these premises are abandoned and the owner is seeking to regain possession of the premises. If a tenant in legal possession of the premises has not abandoned the premises, the tenant must dispute abandonment in writing within 24 hours of service of this declaration of abandonment by providing a copy to the owner at the contact address included with this declaration of abandonment. If written notice is not served on the owner within 24 hours, the owner may retake possession of the premises."

The 24-hour period does not include a Saturday, a Sunday, or a holiday during which the Utah state courts are closed. If the tenant fails to dispute the declaration of abandonment in writing by serving notice to the owner within 24 hours of being served a declaration of abandonment, the declaration serves as prima facia evidence that the tenant has vacated and abandoned the premises. The tenant bears the burden to rebut an abandonment by clear and convincing evidence.

If the tenant abandons the premises, the owner may retake the premises and attempt to rent them at a fair rental value. The abandoning tenant is liable for:

- the entire rent due for the remainder of the rental term; or

- rent accrued during the period necessary to rerent the premises at a fair rental value, plus:
    - the difference between the fair rental value and the rent agreed to in the prior rental agreement;
    - a reasonable commission for rental of the premises; and
    - the costs, if any, necessary to restore the rental unit to its condition when rented by the tenant, normal wear and tear excepted.

Section 78B-6-815 amended 2018; § 78B-6-816 amended 2017.

Utah Code Ann. §§ 78B-6-815, -816 (2019)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

If the tenant abandoned the premises and left personal property, the owner may remove the property, store it for the tenant, and recover actual moving and storage costs from the tenant. The owner must post in a conspicuous place and send by first class mail to the tenant's last known address a notice that the property is considered abandoned.

The tenant may retrieve the property within 15 calendar days from the date of the notice if the tenant tenders to the owner all costs of inventory, moving, and storage. If the property has been in storage for at least 15 calendar days and the tenant has made no reasonable effort to recover it

after notice was sent, or pay reasonable costs, and no court hearing on the property is pending, the owner may:

- sell the property at a public sale and apply the proceeds toward any amount the tenant owes; or

- donate the property to charity, if that is a commercially reasonable alternative.

Any balance left from the public sale must be handled as specified in Title 67, Chapter 4a, Part 2, Standards for Determining When Property is Abandoned or Unclaimed.

If abandoned personal property, not including an automobile, is determined to belong to the tenant or an occupant, they may claim the property, upon payment of costs, inventory, moving and storage, by delivery of a written demand, with evidence of ownership of the property, within 15 calendar days after the notice described above is sent. The owner is not liable for the loss of the abandoned property if the written demand is not received.

A tenant who fails to recover abandoned property as required has no recourse for damage or loss.

Exception: An owner is not required to store the following abandoned personal property:

- chemicals, pests, potentially dangerous or other hazardous materials;

- animals, including dogs, cats, fish, reptiles, rodents, birds, or other pets;

- gas, fireworks, combustibles, or any item considered to be hazardous or explosive;

- garbage;

- perishable items; or

- items that if placed in storage might create a hazardous condition or a pest control issue.

An owner must give an extension for up to 15 calendar days, beyond the 15 calendar-day limit to recover the abandoned property, if a tenant provides:

- a police report or protection order for situations of domestic violence;

- verification of an extended hospitalization from a medical provider; or

- a death certificate or obituary for a tenant's death, provided by an immediate family member.

Section 78B-6-816 amended 2017; § 78B-6-815 amended 2018.

Utah Code Ann. §§ 78B-6-815, -816 (2019)

Security Deposits

An owner who requires deposits, however denominated, from renters of residential dwelling units must either return the deposits at the termination of the tenancy or give the renter written notice explaining why any refundable deposit is being retained. If any part of a deposit is nonrefundable, any written agreement must so state at the time the deposit is taken by the owner.

At the termination of a tenancy, the deposit may be applied to:

- the payment of rent;

- damages to the premises beyond normal wear and tear;

- other costs and fees provided for in the agreement; or

- cleaning of the unit.

No later than 30 days after the tenant vacates and returns possession of the property to the owner, the owner must deliver to the renter's last known address:

- the balance of the deposit;

- the balance of any prepaid rent; and

- if the owner made any deductions, a written notice itemizing and explaining each deduction.

If the owner fails to do so, the renter may serve the owner with a notice stating the information in the form set forth in Utah Code Ann. § 57-17-3. Within five business days of receipt of the notice the owner must comply with the above requirements. If the owner does not comply, the renter may recover:

- the full deposit, if the owner failed to timely return balance of the deposit;

- the full amount of prepaid rent, if the owner failed to timely return the balance of prepaid rent; and

- a $100 civil penalty.

The renter may also file a civil action to enforce compliance, in which action the court may award costs and attorney fees to the prevailing party if it is determined that the opposing party acted in bad faith. In any event, an owner or renter may recover damages to which the owner or renter is entitled.

Sections 57-17-1 and -2 enacted 1981; § 57-17-3 amended 2018; § 57-17-5 amended 2015.

Utah Code Ann. §§ 57-17-1, -2, -3, -5 (2019)

Utah, Tenant Screening

State Fair Housing Requirements

It is a discriminatory housing practice, because of a person's race, sex, color, religion, familial status, national origin, source of income, sexual orientation or gender identity or disability, to:

- refuse to rent after the making of a bona fide offer, refuse to negotiate for the rental or otherwise deny or make unavailable a dwelling to any person;

- discriminate against a person in the terms, conditions or privileges of the rental of any dwelling or in the furnishing of facilities or services in connection with the dwelling; or

- represent that any dwelling is not available for inspection, sale, or rental when in fact it is available.

It is also an unfair housing practice to:

- make an oral or written representation or make print, circulate or cause the publication of a statement, advertisement or notice, or use any application form with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination on the basis of race, sex, color, religion, familial status, national origin, source of income, sexual orientation or gender identity or disability; or

- induce or attempt to induce, for profit, any person to rent any dwelling by making representations about the entry or prospective entry into the neighborhood of persons of a particular race, sex, color, religion, familial status, national origin, source of income, sexual orientation, gender identity or disability.

"Familial status" is the status of:

- a parent or another person having legal custody of a minor child;

- a designee of a parent, or such other person, having legal custody of a minor child with written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions, other than the prohibition against discriminatory advertising, do not apply to:

    - rental of a room in a dwelling by an owner-occupant of a single-family dwelling, if the dwelling is designed for occupancy by four or fewer families; or

    - rental of a single-family dwelling by an individual private owner if the owner does not own or have an interest in more than three single-family houses at any one time, the owner does not sell more than one single-family dwelling unit in which the owner was not residing or was not the most recent resident at the time of sale, the house is rented without the use of a real estate broker or salesperson and owner does not use any discriminatory advertising.

- A religious organization, association or society, or nonprofit organization or institution operated, supervised or controlled by a religious organization, association or society may, as provided in Utah Code Ann. Ann. § 57-21-3, limit the rental or occupancy of dwellings owned or operated by it primarily for other than commercial purposes or may give preference to persons of the same religion, unless membership in such religion is restricted on account of race, color or national origin.

- The prohibitions related to discrimination based on familial status do not apply to "housing for older persons" as defined by Title VII of the Civil Rights Act of 1968.

- Any nonprofit educational institution may:

    - require its single students to live in a dwelling or residence facility that is owned by, operated by or under contract with the institution;

    - segregate housing that is owned by, operated by or under contract with the institution on the basis of sex and/or familial status for reasons of personal security or privacy, or in furtherance of a religious institution's free exercise of religious rights under the First Amendment or Utah Constitution; or

    - otherwise assist others in making sex-segregating housing available to students as permitted by applicable law.

It is also a discriminatory housing practice for a person whose business includes engaging in residential real estate-related transactions to discriminate in making available such a transaction or in the terms and conditions of the transaction because of race, color, religion, sex, disability, familial status, source of income, sexual orientation, gender identity or national origin.

A person aggrieved by an unlawful discriminatory practice may file a complaint with the Division of Antidiscrimination and Labor (established under the Utah Labor Commission) within 180 days after an alleged discriminatory housing practice occurs. If the Director finds reasonable cause to believe that the respondent has engaged in a discriminatory housing practice, and the respondent files a timely request for review, the respondent, complainant or aggrieved party may elect to have de

novo review in a civil action rather than a formal adjudicative hearing, in which case the Commission is barred from continuing or commencing any adjudicative proceeding. The court or administrative decision-maker may order cessation of the discriminatory practice, award actual damages, attorney fees and costs, order injunctive relief, and assess a civil penalty of up to $50,000, depending on the number of prior violations and the time period over which they occurred.

An aggrieved person may also commence a private action within two years after the alleged discriminatory housing practice occurred, within two years after its termination or within two years of a breach of an administrative conciliation agreement. Such an action is subject to the limitations set forth in Utah Code Ann. § 57-21-12.

Sections 57-21-2 amended 2010; § 57-21-4 amended 1993; §§ 57-21-3, 5, -12 amended 2015; § 57-21-9 amended 2016; § 57-21-10 amended 2008; § 57-21-6 amended 2019.

Utah Code Ann. §§ 57-21-2, -3, -4, -5, -6, -9, -10, -12 (2019)

Other Provisions Related to Tenant Screening

Before an owner may accept a rental application or charge an application fee, the owner must disclose:

- if there is an anticipated availability for a residential rental unit; and

- the criteria that will be reviewed as a condition of accepting the applicant as a tenant, including criteria relate to the applicant's criminal history, credit, income, employment or rental history.

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Amended 2017.

Utah Code Ann. § 57-22-4 (2019)

Vermont

Vermont, Condition of Rental Property

Habitability Requirements

"In any residential rental agreement, the landlord shall be deemed to covenant and warrant to deliver over and maintain, throughout the period of the tenancy, premises that are safe, clean and fit for human habitation and which comply with the requirements of applicable building, housing and health regulations."

If the landlord does not comply with the habitability requirements, and after receipt of notice of noncompliance from the tenant, a government entity or qualified independent inspector, fails to make repairs within a reasonable time, and the noncompliance materially affects health and safety, the tenant may:

- withhold rent payment for the noncompliance period;
- obtain injunctive relief;
- recover damages, attorney fees and costs; and
- terminate the rental agreement on reasonable notice.

Exception: These tenant remedies are not available if the tenant's negligent or deliberate act or omission, or that of a person on the premises with the tenant's permission, caused the noncompliance.

Section 4457 enacted 1985; § 4458 amended 1999.

Vt. Stat. Ann. tit. 9, §§ 4457, 4458 (2019)

Provision of Essential Services

Pursuant to the implied warranty of habitability, a landlord must "ensure that the dwelling unit has heating facilities which are capable of safely providing a reasonable amount of heat." A landlord who provides heat as part of the rental agreement must supply a reasonable amount of heat at all times.

A landlord must also provide an adequate amount of water to a dwelling properly connected with hot and cold water lines, with the hot-water lines connected with supplied water-heating facilities capable of heating enough water to permit an adequate amount to be drawn.

Section 4457 enacted 1985.

Vt. Stat. Ann. tit. 9, § 4457 (2019)

Repairs

If the landlord fails to remedy a minor defect within 30 days of notice by the tenant, the tenant may repair the defect and deduct the actual and reasonable cost of the work from the rent, not to exceed one-half of one month's rent. The tenant must provide the landlord with actual notice of the repair cost, when it is deducted from rent.

Exception: This tenant remedy is not available if the tenant's negligent or deliberate act or omission, or that of a person on the premises with the tenant's permission, caused the noncompliance.

Enacted 1985.

Vt. Stat. Ann. tit. 9, § 4459 (2019)

Landlord's Right of Entry

A landlord may enter a dwelling unit with the tenant's consent, which the tenant may not unreasonably withhold. A landlord may enter the unit between the hours of 9:00 A.M. and 9:00 P.M. on at least 48 hours' notice:

- when necessary to inspect the premises;
- to make necessary or agreed repairs, alterations or improvements;
- to supply agreed services; and
- to show the unit to actual or prospective purchasers, mortgagees, tenants, workers or contractors.

Exception: If the landlord has a reasonable belief that there is imminent danger to person or property, he may enter without consent or notice.

Enacted 1985.

Vt. Stat. Ann. tit. 9, § 4460 (2019)

Vermont, Property Management Licensing

Vermont does not separately license property managers and does not include property management activities within the scope of real estate activities requiring a real estate broker or

salesperson license. Additionally, the following persons are specifically excluded from the definitions of "real estate broker," real estate salesperson" or "broker" for licensing purposes:

- "any person who leases real estate or any interest therein or any improvements affixed thereon, or offers to lease, negotiates the lease of, or advertises as being in the business of leasing real estate"; or

- "any person, partnership, association, or corporation who as a bona fide owner performs any of the . . . acts [of real estate licensees] with reference to property owned by them, nor shall it apply to regular employees thereof, where such acts are performed in the regular course of or as an incident to the management of such property and the investment therein."

Amended 2017.

Vt. Stat. Ann. tit. 26, § 2211 (2019)

Registration/Licensing/Certification of Rental Properties

Vermont does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Vermont, Reasonable Accommodation

It is unlawful for any person to:

- discriminate in the rental of a dwelling because a person relies upon aids such as attendants, specially trained animals, wheelchairs or similar appliances or devices, provided the owner is not required to modify or alter the building in any manner to comply with the fair housing laws;

- refuse to make reasonable accommodations in rules, policies, practices or services when the accommodation may be needed to afford a handicapped person equal opportunity to use and enjoy a dwelling, including public and common areas; or

- fail to comply with the provisions or rules pertaining to "covered multifamily dwellings," as defined in Vt. Stat. Ann. tit. 20, § 2900(4) and pursuant to Vt. Stat. Ann. tit. 20, ch. 174.

Exceptions: The above prohibitions do not apply:

- if the dwelling unit is inadequate under applicable occupancy laws and ordinances, to house all the persons who intend to live there;

- if the unit is in a building with three or fewer units and the owner or immediate family member of the owner resides in one of the units, except that any notice, statement or advertisement of the unit must comply with § 4503(a)(3); or

- to a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, which limits the rental or occupancy of dwellings owned or operated by it for other than commercial purposes to persons of the same religion or gives such persons preference, unless membership in the religion is restricted on the basis of race, color, or national origin, and provided the preference or restriction is stated in written policies and procedures of the organization, association or society.

Any person aggrieved by an unfair housing practice may file a charge of discrimination with the Vermont Human Rights Commission or commence a suit for injunctive relief and compensatory and punitive damages in the superior court of the county in which the violation allegedly occurred. The court may also award costs and reasonable attorney fees to an aggrieved person who prevails in such an action. Additionally, a person who commits a violation shall be fined not more than $1,000.

The Human Rights Commission need not have initiated or completed an investigation as a precondition to the filing of a lawsuit.

Section 4503 amended 2019; § 4504 amended 2013; § 4506 amended 2015; § 4507 enacted 1987.

Vt. Stat. Ann. tit. 9, §§ 4503, 4504, 4506, 4507 (2019)

Vermont, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

"A landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate which shall be at least 14 days after the date of the actual notice." If the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered, the agreement does not terminate.

If the tenant remains in possession after the rental agreement is terminated without the landlord's express consent, the landlord may bring an action for possession, damages and costs.

Section 4467 amended 2009; § 4468 enacted 1985.

Vt. Stat. Ann. tit. 9, §§ 4467(a), 4468 (2019)

Abandonment of Premises

A tenant abandons a dwelling if:

- circumstances exist which would lead a reasonable person to believe the dwelling is no longer occupied by a full-time resident;
- rent is in arrears; and
- "the landlord has made reasonable efforts to ascertain the tenant's intentions."

If the tenant abandons the dwelling, the tenant remains liable for rent until the rental agreement expires, provided that if the landlord rents the dwelling before the agreement expires, the agreement terminates on the date of the new tenancy.

Amended 2007.

Vt. Stat. Ann. tit. 9, § 4462 (2019)

Waiver of Right to Terminate for Nonpayment

The landlord's acceptance of partial payment of rent does not constitute a waiver of the landlord's remedies for nonpayment or an accord and satisfaction for nonpayment of rent.

Amended 2009.

Vt. Stat. Ann. tit. 9, § 4467(a) (2019)

Disposition of Tenant's Property

If any property, other than trash, is unclaimed by a tenant who has abandoned a dwelling, the landlord must mail written notice to the tenant's last known address that the landlord intends to dispose of the property after 60 days, if the tenant does not claim it and pay any reasonable storage fees and other fees incurred by the landlord. The property must be placed in a safe, dry, secured place.

The tenant may claim the property by giving the landlord a reasonable written description of the property and payment of fair and reasonable costs of storage and related expenses incurred by the landlord within 60 days of the date of the notice. If the property is not timely claimed, it becomes the landlord's property. If the property is claimed by the tenant, the landlord must make it available to the tenant at a reasonable place.

Personal property left in the dwelling unit or leased premises after the tenant has vacated may be disposed of by the landlord without notice or liability, provided one of the following has occurred:

- the tenant provided actual notice to the landlord that the tenant vacated the dwelling or premises; or
- the tenant has vacated the dwelling or premises at the end of the rental agreement.

Amended 2007.

Vt. Stat. Ann. tit. 9, § 4462 (2019)

Security Deposits

A security deposit is any advance, deposit or prepaid rent, however named, paid by the tenant to secure the performance of the tenant's obligation to pay rent and maintain a dwelling, which is refundable when the tenancy terminates or expires.

The landlord may retain security deposit funds for:

- nonpayment of rent;
- damage to the landlord's property, unless it is the result of normal wear or tear or the result of events beyond the tenant's control;
- nonpayment of utility or other charges the tenant was required to pay directly to the landlord or a utility; and

- expenses of removal of articles abandoned by the tenant on the premises.

A landlord must return the security deposit to the tenant, with an itemization of any deductions, within 14 days from the date the landlord discovered the tenant vacated or abandoned the dwelling unit, or the date the tenant vacated, provided the landlord received notice from the tenant of that date. The landlord may hand-deliver or mail the statement and any payment to the last known address of the tenant.

If the landlord does not return the security deposit with a statement within 14 days, the right to withhold any portion of the security deposit is forfeited, and, if the failure was willful, the landlord is liable for double the amount wrongfully withheld, plus attorney fees and costs.

Note: A town or municipality may adopt an ordinance governing security deposits not inconsistent with the minimum protections provided by statute. The ordinance may authorize the payment of interest on a security deposit.

Amended 2007.

Vt. Stat. Ann. tit. 9, § 4461 (2019)

Vermont, Tenant Screening

State Fair Housing Requirements

It is unlawful for any person, because of race, color, religious creed, sex, sexual orientation, gender identity, marital status, age, national origin, handicap, or because a person intends to occupy a dwelling with one or more minor children, or because a person is a recipient of public assistance, or because a person is a victim of abuse, sexual assault, or stalking to:

- refuse to rent or lease, or refuse to negotiate for the rental of, or to otherwise make unavailable or deny any real estate to any person;

- discriminate against, or harass any person in the terms, conditions or privileges of a rental of a dwelling or other real estate in the furnishing of facilities or services in connection therewith;

- deny any person access to or participation in any multiple listing service, real estate broker organization or other service organization relating to the business of renting dwellings or discriminate against any person in the terms or conditions of such access or participation;

- to disclose to another person information regarding or relating to the status of a tenant or occupant as a victim of abuse, sexual assault, or stalking for the purpose or intent of (1) harassing or intimidating the tenant or occupant; (2) retaliating against a tenant or occupant for exercising his or her rights; (3) influencing or coercing a tenant or occupant to vacate the dwelling; or (4) recovering possession of the dwelling;

- to make, print or publish any notice, statement or advertisement with respect to the rental of a dwelling or other real estate that indicates a preference, limitation or discrimination; or

- represent that a dwelling is not available for inspection, sale or rental when in fact it is available.

Exceptions:

- The above prohibitions do not apply:

    - if the dwelling unit is inadequate under applicable occupancy laws and ordinances, to house all the persons who intend to live there;

    - if the unit is in a building with three or fewer units and the owner or immediate family member of the owner resides in one of the units, except that any notice, statement or advertisement of the unit must comply with § 4503(a)(3);

- to refusal to rent to a person because the person is a minor; or

- to a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, which limits the rental or occupancy of dwellings owned or operated by it for other than commercial purposes to persons of the same religion or gives such persons preference, unless membership in the religion is restricted on the basis of race, color, or national origin, and provided the preference or restriction is stated in written policies and procedures of the organization, association or society.

- The prohibitions related to discrimination based on age or on the basis of a person's intention to occupy with one or more minor children do not apply to the rental of a dwelling in a housing complex (a) intended for, and solely occupied by, persons age 62 or older; or (b) intended and operated for occupancy by at least one person age 55 or older per unit, provided the conditions specified in § 4503(b) are satisfied.

Any person aggrieved by an unfair housing practice may file a charge of discrimination with the Vermont Human Rights Commission or commence a suit for injunctive relief and compensatory and punitive damages in the superior court of the county in which the violation allegedly occurred. The court may also award costs and reasonable attorney fees to an aggrieved person who prevails in such an action. Additionally, a person who commits a violation shall be fined not more than $1,000.

The Human Rights Commission need not have initiated or completed an investigation as a precondition to the filing of a lawsuit.

Section 4503 amended 2019; § 4504 amended 2013; § 4506 amended 2015; § 4507 enacted 1987.

Vt. Stat. Ann. tit. 9, §§ 4503, 4504, 4506, 4507 (2019)

Other Provisions Related to Tenant Screening

"A landlord or a landlord's agent shall not charge an application fee to any individual to apply to enter into a rental agreement for a residential dwelling unit."

The fair housing provisions relating to rental units described above, do not limit a landlord's right to establish legitimate business practices necessary to protect and manage rental property, such as the use of references.

Section 4456a enacted 1999; § 4504 amended 2013.

Vt. Stat. Ann. tit. 9, §§ 4456a, 4504 (2019)

Virgin Islands

Virgin Islands, Condition of Rental Property

Habitability Requirements

No relevant provisions were located.

Essential Services

Unless otherwise agreed in writing, upon a tenant's request, the landlord must install a water and/or electric meter to record the tenant's use of water and electricity.

The landlord may assess water and electricity charges against the tenant only based on the amount used.

Enacted 1998.

V.I. Code tit. 28, § 795 (LexisNexis 2018)

Repairs

No relevant provisions were located.

Landlord's Right of Entry

No relevant provisions were located.

Virgin Islands, Property Management Licensing

The Virgin Islands does not separately license property managers, nor does it appear that engaging in such activities would require a real estate broker or salesperson license.

Virgin Islands, Reasonable Accommodation

A blind person has the right to rent or lease all housing accommodations, subject to the conditions and limitations established by law that apply to all persons. A landlord need not modify such property in any way to provide a higher degree of care for a blind person than for any other person.

A blind person who has or obtains a guide dog is entitled to full and equal access to all housing accommodations and may not be required to pay extra compensation for the dog. Such person remains liable for any damages done to the premises by the guide dog.

Amended 1982.

V.I. Code tit. 10, § 155 (LexisNexis 2018)

Virgin Islands, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

When a tenant fails to pay rent when due, the landlord may bring an action to recover possession of the property, which action is equivalent to a demand of the rent and a reentry upon the property.

Before judgment in such an action, if the tenant brings to court or pays the landlord the rent in arrears, with interest and the costs of the action, the tenant may continue in possession according to the lease terms.

The service of a notice to quit upon a tenant does not authorize the maintenance of an action for possession against him before the expiration of any period for which the tenant has paid the rent for the premises in advance.

History unavailable.

V.I. Code tit 28, §§ 292, 791 (LexisNexis 2018)

Abandonment of the Premises

No relevant provisions were located.

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

No relevant provisions were located.

Security Deposits

No relevant provisions were located.

Virgin Islands, Tenant Screening

State Fair Housing Requirements

No officer, owner, proprietor, manager, superintendent, lessee, agent or employee of any business engaged in selling, leasing or renting any real estate may directly or indirectly deny to any person the right to lease or rent any real estate on account of race, creed, color or national origin, subject only to the conditions and limitations established by law that apply to all persons.

Amended 1989.

V.I. Code tit. 10, § 3 (LexisNexis 2018)

Other Provisions Related To Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Virginia

Virginia, Condition of Rental Property

Habitability Requirements

The landlord must:

- comply with the requirements of applicable building and housing codes materially affecting health and safety;
- make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

- keep all common areas shared by two or more dwelling units of the premises in a clean and structurally safe condition;

- 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;

- provide a certificate to the tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months, with the landlord, an employee, or an independent contractor performing the inspection; and

- maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any notices from a tenant regarding mold.

If there is visible evidence of mold, the landlord must promptly remediate the mold condition and reinspect the dwelling to confirm there is no longer visible evidence of mold. Where a mold condition in the dwelling unit materially affects the health or safety of any authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order to perform mold remediation in accordance with professional standards for a period not to exceed 30 days. The landlord must provide the tenant with either:

- a comparable dwelling unit, selected by the landlord, at no expense to the tenant; or

- a hotel room, at no expense to the tenant.

The tenant remains responsible for payment of rent under the rental agreement during the period of any temporary relocation and for the remainder of the term of the rental agreement following the remediation. The tenant may not terminate a tenancy where or when the landlord has remediated a mold condition in accordance with professional standards. The landlord must pay all costs of the relocation and mold remediation, unless the mold is a result of the tenant's failure to comply with his statutory duties to maintain the premises.

If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with any provision of law, materially affecting health and safety, the tenant may serve a written notice on the landlord specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if such breach is not remedied in 21 days.

If the landlord commits a breach which is not remediable, the tenant may serve written notice on the landlord specifying the acts and omissions constituting the breach, and stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice.

If the landlord has been served with a prior written notice which required the landlord to remedy a breach, and the landlord remedied such breach, where the landlord intentionally commits a subsequent breach of a like nature, the tenant may serve a written notice on the landlord specifying the acts and omissions constituting the subsequent breach, make reference to the prior similar breach, and state that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice.

If the breach is remediable by repairs and the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a family member or other person on the premises with his consent, whether known by the tenant or not.

In addition, the tenant may recover damages and obtain injunctive relief for the landlord's noncompliance. The tenant may recover reasonable attorneys' fees unless the landlord proves by a preponderance of the evidence that the landlord's actions were reasonable under the circumstances. If the rental agreement is terminated due to the landlord's noncompliance, the landlord must return the security deposit.

If the dwelling unit or premises are damaged or destroyed by fire or casualty to such an extent that the tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can only be accomplished if the tenant vacates the dwelling unit, either the tenant or the landlord may terminate the rental agreement. The tenant may terminate the rental agreement by vacating the premises and within 14 days thereafter, serve on the landlord a written notice of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating. If continued occupancy is lawful, "a reasonable reduction of the rent for such time as may elapse until there be again upon the premises buildings of as much value to the tenant for his

purposes as what may have been so destroyed; and, in case of such deprivation of possession, a like reduction until possession of the premises be restored to him."

In such cases of fire or casualty, the landlord may terminate the rental agreement by giving the tenant 14 days' notice of the intention to terminate, in which case the rental agreement terminates when the notice period expires. If the rental agreement is terminated, the landlord must return all security deposits and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably believes that the tenant, tenant's guests, invitees or authorized occupants were the cause of the damage or casualty, in which case the landlord must account to the tenant for the security and prepaid rent, plus accrued interest based upon the damage or casualty, and may recover actual damages sustained. Accounting for rent in the event of termination or apportionment is made as of the date of the casualty.

The landlord must, within five days after occupancy of a dwelling unit, submit a written report to the tenant itemizing damages to the dwelling unit existing at the time of occupancy, which record is deemed correct unless the tenant objects to it in writing within five days after receipt. The landlord may adopt a written policy allowing the tenant to prepare the written report of the move-in inspection, in which case the tenant must submit a copy to the landlord, which record is deemed correct unless the landlord objects in writing within five days after receipt. The landlord's written policy may also provide for the landlord and the tenant to prepare the move-in inspection report jointly, in which case both parties must sign the report and receive a copy, at which time the inspection record shall be deemed correct.

Sections renumbered, amended and recodified 2019.

Va. Code Ann. §§ 55.1-1214, -1220, -1231, -1234, -1240 (2020)

Essential Services

The landlord must:

- provide and maintain appropriate receptacles and conveniences, in common areas, for the collection, storage, and removal of ashes, garbage, rubbish and other waste incidental to the occupancy and arrange for the removal of same; and

- "supply running water and reasonable amounts of hot water at all times and reasonable air conditioning if provided and heat in season except where the dwelling unit is so constructed that heat, air conditioning or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection."

The landlord and tenant may agree in writing that the tenant perform the landlord's duties to clean common areas, supply and maintain trash receptacles, supply running water, hot water, heat and air conditioning and also specified repairs, maintenance tasks, alterations 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, and if the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

If the landlord willfully or negligently fails to supply heat, running water, hot water, electricity, gas or other essential service, the tenant may serve a written notice on the landlord specifying the breach, and, after a reasonable time allowed the landlord to correct such breach, may:

- recover damages based upon the diminution in the fair rental value of the dwelling unit; or

- procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant need not pay rent for the period of the landlord's noncompliance, as determined by the court.

These tenant rights do not arise until the tenant has given written notice to the landlord. No rights arise if the condition was caused by the deliberate or negligent act or omission of the tenant, a family member or other person on the premises with the tenant's consent.

A tenant may install, within the dwelling unit, new burglary prevention, including landlord-approved chain latch devices and fire detection devices that the tenant believes are necessary to ensure his or her safety, provided:

- installation does not permanently damage any part of the dwelling unit;

- a duplicate of all keys and instructions of how to operate all devices are given to the landlord; and

- when the tenancy terminates, the tenant is responsible for payment to the landlord for reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

Upon a tenant's written request, the landlord must install a carbon monoxide alarm in the tenant's dwelling unit within 90 days of such request and may charge the tenant a reasonable fee to recover the costs of such installation. The installation of a carbon monoxide alarm must be in compliance with the Uniform Statewide Building Code. The tenant must maintain any such alarm.

Sections renumbered, amended and recodified 2019.

Va. Code Ann. §§ 55.1-1220, -1221, -1229, -1239 (2020)

Repairs

Upon the landlord's sole determination of the existence of a nonemergency property condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order for the landlord to properly remedy such condition, the landlord may, upon at least 30 days' written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to exceed 30 days to a comparable dwelling unit, as selected by the landlord, and at no expense to the tenant. The landlord and tenant may agree that the tenant vacate in less than 30 days. "Nonemergency property condition" means:

- a condition in the dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in order for the landlord to be in compliance with Va. Code Ann. § 55.1-1220;

- the condition does not need to be remedied within a 24-hour period; and

- the condition can only be effectively remedied by the temporary relocation of the tenant.

The tenant remains responsible for payment of rent under the rental agreement during the period of any temporary relocation. The landlord must pay all costs of repairs or remediation required to address the property condition. Refusal of the tenant to cooperate with a temporary relocation is deemed a breach of the rental agreement, unless the tenant agrees to vacate the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly remedies the condition within the 30-day period, the tenant may not terminate the rental agreement.

If the tenant violates his statutory obligations to maintain the premises or commits a violation of the rental agreement materially affecting health and safety and the breach can be remedied by repair, replacement of a damaged item or cleaning, the landlord may send a written notice to the tenant specifying the breach and stating that the landlord will enter the dwelling unit, perform the work and submit an itemized bill for the actual and reasonable cost of the repairs to the tenant, with payment due as rent on the next rent due date, or, if the rental agreement has terminated, due immediately.

In case of emergency the landlord may, as promptly as conditions require, enter the dwelling unit, perform the work and submit an itemized bill for the actual and reasonable repair costs to the tenant, which shall be due as rent on the next rent due date, or if the rental agreement has terminated, due immediately.

Sections renumbered, amended and recodified 2019.

Va. Code Ann. §§ 55.1-1229, -1248 (2020)

Landlord's Right of Entry

The tenant may not unreasonably withhold consent to the landlord 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

- show the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

The landlord may enter the dwelling unit without the tenant's consent in case of emergency. Except in case of emergency or if it is impractical to do so, the landlord must give the tenant notice of his intent to enter and may enter only at reasonable times. Unless impractical to do so, the landlord must give the tenant at least 24 hours' notice of routine maintenance to be performed that has not been requested by the tenant. If the tenant makes a request for maintenance, notice of entry is not required. The landlord may not abuse the right of access or use it to harass the tenant.

The landlord has no other right to access except:

- by court order;

- as permitted by Va. Code Ann. § 55.1-1248 to perform repairs;

- as permitted by Va. Code Ann. § 55.1-1249 during the absence of the tenant for longer than seven days; or

- if the tenant has abandoned or surrendered the premises.

If the tenant refuses to allow lawful access, the landlord may:

- obtain injunctive relief to compel access; or

- terminate the rental agreement; and

- in either case, recover actual damages and reasonable attorney fees.

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may:

- obtain injunctive relief to prevent recurrence of the conduct; or

- terminate the rental agreement; and

- in either case, recover actual damages and reasonable attorney fees.

Sections renumbered, amended and recodified 2019.

Va. Code Ann. §§ 55.1-1210, -1229 (2020)

Virginia, Property Management Licensing

Virginia does not separately license real estate managers.

While "real estate broker" includes any person who, for compensation, "leases or offers to lease, or rents or offers for rent, any real estate or the improvements thereon for others," there are no other provisions which suggest that a property manager must have a real estate broker license. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—West Virginia**.

Exceptions: The real estate licensing laws do not apply to:

- a person, partnership, association or corporation, or their regular employees, who as owner or lessor lease, or offer to lease property owned or leased by them, where the acts are performed in the regular course of or incident to the management of the property and the investment therein;

- a corporation managing rental housing when the officers, directors, and members in the ownership corporation and the management corporation are the same and the management corporation manages no other property for others;

The real estate licensing laws do not apply to any salaried person employed by a licensed real estate broker for and on behalf of the owner of any real estate or the improvements thereon which the licensed broker has contracted to manage for the owner if the actions of such salaried employee are limited to:

- showing residential units on such real estate to prospective tenants, if the employee is employed on the premises of such real estate;

- providing prospective tenants with factual information about the lease of residential real estate;

- accepting applications for lease of such real estate; and

- accepting security deposits and rentals for such real estate.

Real estate licensees who are engaged to manage real estate must:

- perform in accordance with the terms of the property management agreement;

- exercise ordinary care;

- timely disclose to the owner material facts of which the licensee has actual knowledge concerning the property;

- maintain the confidentiality of all personal and financial information received from the client during the brokerage relationship and any other information that the client requests be maintained confidential, unless otherwise provided by law or the owner gives written consent to the release of such information;

- account for, in a timely manner, all money and property received in which the owner has, or may have, an interest; and

- comply with all requirements of the real estate licensing laws, fair housing statutes and regulations, for residential real estate transactions and all other applicable statutes and regulations which are not in conflict the licensing laws.

Section 54.1-2100 amended 2018; § 54.1-2103 amended 2015; § 54.1-2135 amended 2016.

Va. Code Ann. §§ 54.1-2100, -2103, -2135 (2020)

Registration/Licensing/Certification of Rental Properties

A locality's rental inspection ordinance, if any, may include a provision requiring owners of dwelling units in a rental inspection district to notify the locality's building department in writing if the dwelling unit is used for residential rental purposes. The ordinance may *not* include a registration requirement or fee of any kind associated with such notification. There may not be any penalty for failure to comply with this requirement unless or until the building department provides personal or written notice to the property owner. In any event, the sole penalty for noncompliance may be a civil penalty of up to $50.

Amended 2016.

Va. Code Ann. § 36-105.1:1 (2020)

Virginia, Reasonable Accommodation

It is unlawful for any person to refuse to rent or negotiate for the rental of, or otherwise make unavailable or deny a dwelling to a renter, or discriminate against any person in the terms, conditions or privileges of rental of residential real property or in the provision of services or facilities in connection with the dwelling because of the handicap of:

- that renter or that person;
- a person residing or intending to reside in the dwelling after it is rented; or
- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the handicapped person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided the landlord may reasonably condition permission for modifications on the renter's agreement to restore the interior of the premises to the condition existing before modification;
- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy residential real property;
- in connection with a "covered multifamily dwelling," failure to design and construct such property to have at least one building entrance on an accessible route, unless the terrain or unusual site characteristics make doing so impractical, and in such a manner that:

- makes the common-use and public-use areas of the dwelling readily accessible to and usable by a person with handicap;

- provides that all doors into and within all premises within the dwelling are sufficiently wide to allow passage by a handicapped person who uses a wheelchair; and

- ensures that all premises within the dwelling contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

  Note: "Covered multi-family dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions: The above prohibitions do not apply to:

- a single-family house sold or rented by an owner if:

  - such private individual owner does not own more than three single-family houses at any one time or the owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time; and

  - the house was rented without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate licensee or of any person in the business of selling or renting dwellings, or any of their employees, and without the publication, posting or mailing, after notice of any advertisement or written notice in violation of the fair housing law; and

- rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner actually resides in one of the living quarters.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or society may limit the rental or occupancy of real property which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color, religion, sex, national origin, elderliness, handicap or familial status.

Any owner may deny or limit rental of housing to persons who pose a clear and present threat of substantial harm to others or the dwelling itself.

Provisions regarding familial status do not apply to "housing for older persons" as defined in Va. Code Ann. § 36-96.7.

Every visually impaired person who has a guide dog, person who is deaf or hard of hearing who has a hearing dog and every mobility-impaired person who has a service dog is entitled to full and equal access to housing accommodations and need not pay extra compensation for the dog, provided the impaired person remains liable for damage done to the premises by the dog.

A person with a disability, or a person associated with such person, may submit a request for a reasonable accommodation to maintain an assistance animal in a dwelling. The person receiving the request may ask for reliable documentation of the disability and the disability-related need for an assistance animal, including documentation from any person with whom the person with a disability has or has had a therapeutic relationship. "If a person's disability is obvious or otherwise known to the person receiving a request, or if the need for a requested accommodation is readily apparent or known to the person receiving a request, the person receiving a request for reasonable accommodation may not request any additional verification about the requester's disability. If a person's disability is readily apparent or known to the person receiving the request but the disability-related need is not readily apparent or known, the person receiving the request may ask for additional verification to evaluate the requester's disability-related need."

"A request for a reasonable accommodation shall be determined on a case-by-case basis and may be denied if (i) the person on whose behalf the request for an accommodation was submitted is not disabled; (ii) there is no disability-related need for the accommodation; (iii) the accommodation imposes an undue financial and administrative burden on the person receiving the request; or (iv) the accommodation would fundamentally alter the nature of the operations of the person receiving the request."

A complaint may be filed with the Fair Housing Board by any aggrieved person within one year after the alleged discriminatory housing practice occurred or terminated. An aggrieved person may commence a civil action not later than two years after the occurrence.

Section 36-96.1 amended 1991; § 36-96.2 amended 2006; § 36-96.7 amended 2000; § 36-96.9 enacted 1991; § 51.5-45 amended 2019; §§ 36-96.3:1 and 36-96.3:2 enacted 2017.

Va. Code Ann. §§ 36-96.1, .2, .3:1, .3:2, .7, .9; 51.5-45 (2020)

Virginia, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If the rental agreement is terminated, the landlord may have a claim for possession and for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney fees and costs, which claims may be enforced by an action for unlawful entry or detainer.

Actual damages for breach of the rental agreement may include a claim for the rent which would have accrued until the term of the agreement expires or until a tenancy under a new rental agreement commences, whichever first occurs. The landlord must mitigate actual damages for breach of the rental agreement. In obtaining post-possession judgments for actual damages, the landlord may not seek a judgment for accelerated rent through the end of the tenancy's term.

In any unlawful detainer action brought by the landlord, the landlord may be granted a simultaneous judgment for money due and for possession of the premises without a credit for any security deposit. When the tenant vacates the premises either voluntarily or by a writ of possession, security deposits must be credited to the tenants' account by the landlord in accordance with the statutory requirements.

In an action for possession based upon nonpayment of rent, or in an action for rent by a landlord when the tenant is in possession, the tenant may assert as a defense that "there exists upon the leased premises, a condition which constitutes or will constitute, a fire hazard or a serious threat to the life, health or safety of occupants, including but not limited to a lack of heat or running water or of light or of electricity or adequate sewage disposal facilities or an infestation of rodents, or a condition which constitutes material noncompliance on the part of the landlord with the rental

agreement or provisions of law." The assertion of any such defense is conditioned upon the following:

- before commencement of the action for rent or possession, the landlord was served a written notice of the condition(s) or was notified by a violation or condemnation notice from a state or municipal agency, but that the landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the same; and

- the tenant, if in possession, has paid into court the amount of rent found by the court to be due and unpaid, to be held by the court pending the issuance of an order.

The landlord may answer such a defense by establishing:

- the conditions alleged in the tenant's defense do not in fact exist;

- such conditions have been removed or remedied;

- such conditions have been caused by the tenant, a family member or the tenant's guests; or

- the tenant has unreasonably refused entry to the landlord to the premises for the purposes of correcting such conditions.

Where a landlord has filed an unlawful detainer action seeking possession of the premises and the tenant seeks to obtain a continuance of the action or to set it for a contested trial, the court must, upon the landlord's request, order the tenant to pay the rent that is due as of the initial court date into the court escrow account prior to granting the tenant's request for a delayed court date. However, if the court finds that the tenant asserts a good-faith defense, the court may not require the rent to be escrowed. If the landlord requests a continuance, or to set the case for a contested trial, the court may not require the rent to be escrowed.

Sections renumbered, amended and recodified 2019.

Va. Code Ann. §§ 55.1-1241, -1242, -1251 (2020)

Abandonment of the Premises

If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days and the tenant fails to do so, the landlord may recover actual damages from the tenant. During any absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary to protect his possessions and property.

The rental agreement is deemed to be terminated by the landlord as of the date of the tenant's abandonment. If the landlord cannot determine whether the premises have been abandoned by the tenant, the landlord must serve written notice on the tenant requiring the tenant to give written notice to the landlord within seven days that the tenant intends to remain in occupancy. If the tenant gives such notice, or if the landlord otherwise determines that the tenant remains in occupancy, the landlord may not treat the premises as abandoned. Otherwise, upon the expiration of seven days from the date of the landlord's notice to the tenant, there is a rebuttable presumption that the tenant has abandoned the premises, and the rental agreement is deemed to terminate on that date. The landlord must mitigate damages.

Section renumbered, amended and recodified 2019.

Va. Code Ann. § 55.1-1249 (2020)

Waiver of Right to Terminate for Nonpayment

If the landlord has given written notice to the tenant that the rent will be accepted with reservation, the landlord may accept full or partial payment of all rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action and proceed with eviction. The notice must be included in a written termination notice given by the landlord to the tenant or in a separate written notice given by the landlord to the tenant within five business days of receipt of the rent. Unless the notice is given in a termination notice, the landlord must continue to give a separate written notice to the tenant within five business days of receipt of the rent stating that the

landlord continues to accept the rent with reservation until such time as the violation alleged in the termination notice has been remedied or the matter has been adjudicated.

Section renumbered, amended and recodified 2019.

Va. Code Ann. § 55.1-1250 (2020)

Disposition of Tenant's Property

If any items of personal property are left in the dwelling unit, the premises, or in any storage area provided by the landlord, after the rental agreement has terminated and possession has been delivered, the landlord may consider the property abandoned.

The landlord may dispose of the abandoned property as the landlord sees fit or appropriate, provided he has:

- given a termination notice to the tenant, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within the 24-hour period after termination;

- given written notice to the tenant in accordance with Va. Code Ann. § 55.1-1249, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within the 24-hour period after expiration of the seven-day notice period, or

- given a separate written notice to the tenant, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within 24 hours after expiration of a 10-day period from the date such notice was given to the tenant.

The tenant may remove his or her personal property from the dwelling unit or the premises at reasonable times during the 24-hour period after termination or at such other reasonable times, until the landlord has disposed of the tenant's remaining personal property of the tenant.

If the landlord does not allow reasonable access to the tenant to remove his personal property, the tenant has a right to injunctive or other relief. If the landlord received any funds from any sale of abandoned property, the landlord must pay such funds to the account of the tenant and apply it to any amounts due the landlord, including the reasonable costs incurred by the landlord in selling, storing or safekeeping such property. Any remaining funds must be treated as a security deposit.

When personal property is removed from a dwelling unit, the premises, or from any storage area provided by the landlord pursuant to an unlawful detainer or ejectment action, or pursuant to any other action in which personal property is removed from the dwelling unit in order to restore the dwelling unit to the person entitled thereto, the sheriff must oversee the removal of such personal property to be placed into the public way. The tenant may remove his personal property from the public way during the 24-hour period after eviction. Upon the expiration of the 24-hour period after eviction, the landlord shall remove or dispose of any personal property remaining in the public way.

At the landlord's request, any removed personal property may be placed into a storage area designated by the landlord, which may be the dwelling unit. The tenant may remove his personal property from the landlord's designated storage area at reasonable times during the 24 hours after eviction or at such other reasonable times until the landlord has disposed of the property. During that 24-hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not have any liability for the risk of loss for the property. If the landlord fails to allow reasonable access to the tenant to remove his personal property, the tenant may pursue injunctive or other relief.

Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord receives any funds from a sale of the remaining property, the landlord must pay such funds to the account of the tenant and apply it to any amounts due the landlord by the tenant, including the reasonable costs incurred by the landlord in the eviction process or the reasonable costs incurred by the landlord in selling or storing the property. Any funds remaining after application, must be treated as security deposit under applicable law.

Sections renumbered, amended and recodified 2019.

Va. Code Ann. §§ 55.1-1254, -1255 (2020)

Security Deposits

A landlord may not demand a security deposit, however denominated, in excess of two months' periodic rent. Upon termination of the tenancy, such security deposit, plus any accrued interest thereon, held by the landlord as security may be applied solely by the landlord to:

- payment of accrued rent; including the reasonable charges for late payment of rent specified in the rental agreement;

- the payment of damages which the landlord has sustained by reason of the tenant's noncompliance with his statutory duties as a tenant, less reasonable wear and tear; or

- other damages or charges as provided in the rental agreement.

The security deposit, any accrued interest and any deductions, damages and charges must be itemized in a written notice given to the tenant, together with any amount due the tenant, within 45 days after termination of the tenancy and delivery of possession.

Where there is more than one tenant subject to a rental agreement, unless otherwise agreed in writing by each tenant, disposition of the security deposit is made with one check payable to all such tenants and sent to the forwarding address provided by one of them. If no forwarding address is provided to the landlord, upon the expiration of one year from the date of the end of the 45-day time period, the landlord may remit such sum to the State Treasurer as unclaimed property.

A landlord who has given the required prior written notice may withhold a reasonable portion of the security deposit to cover an amount of the balance due on the water, sewer, or other utility account that is an obligation of the tenant to a third-party provider under the rental agreement, provided the procedures set forth in Va. Code Ann. § 55.1-1226 are followed.

The landlord must notify the tenant in writing of any allowed deductions to be made from the tenant's security deposit during the tenancy within 30 days of the date of the determination of the deduction and must itemize the reasons.

If damages to the premises exceed the amount of the security deposit and require the services of a third-party contractor, the landlord must give written notice to the tenant so advising him within the 45-day period. If such notice is given, the landlord has an additional 15-day period to provide an itemization of the damages and the cost of repair.

A landlord must:

- maintain and itemize records for each tenant of all deductions from security deposits which the landlord has made by reason of a tenant's noncompliance with § 55.1-1227 during the preceding two years; and

- permit a tenant or his authorized agent or attorney to inspect the tenant's records of deductions at any time during normal business hours.

Upon the landlord's request to a tenant to vacate, or within five days after receipt of notice by the landlord of the tenant's intent to vacate, the landlord must give written notice to the tenant of the tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of determining the amount of security deposit to be returned. If the tenant desires to be present, he must so advise the landlord in writing who, in turn, must notify the tenant of the time and date of the inspection, which must be made within 72 hours of delivery of possession. Following the move-out inspection, the landlord must provide the tenant with a written security deposit disposition statement, including an itemized list of damages. If additional damages are discovered by the landlord after the security deposit disposition has been made, the landlord may recover such damages against the tenant, provided, however, that the tenant may present into evidence a copy of the move-out report to support the tenant's position that such additional damages did not exist at that time.

Section renumbered, amended and recodified 2019.

Va. Code Ann. § 55.1-1226 (2020)

Virginia, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory housing practice to, because of race, color, religion, sex, national origin, elderliness, handicap or familial status:

- refuse to rent after the making of a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any person;

- discriminate against a person in the terms, conditions or privileges of rental of a dwelling, or in the furnishing of facilities or services in connection therewith;

- to induce or attempt to induce to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or person of a particular race, color, religion, sex, national origin, elderliness, handicap or familial status;

- print, publish or make, or cause to printed, published or used, any notice, statement, advertisement or application with respect to the rental of any dwelling that indicates a preference, limitation, specification or discrimination on the basis of race, color, religion, sex, national origin, elderliness, handicap or familial status or an intention to make such preference, limitation, specification or discrimination; or

    - Note: "The use of words or symbols associated with a particular religion, national origin, sex, or race shall be prima facie evidence of an illegal preference under this chapter which shall not be overcome by a general disclaimer. However, reference alone to places of worship including, but not limited to, churches, synagogues, temples, or mosques in any such notice, statement or advertisement shall not be prima facie evidence of an illegal preference."

- represent that a dwelling is not available for inspection, sale or rental when in fact it is available.

"Familial status" means the fact that a person:

- lives with a minor child and has legal custody;

- lives with a minor child and has written permission to do so from the person who has legal custody of the child;

- is pregnant; or

- in the process of securing legal custody of a minor child.

Exceptions: The above prohibitions do not apply to:

- a single-family house sold or rented by an owner if:

    - such private individual owner does not own more than three single-family houses at any one time or the owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time; and

    - the house was or rented without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate licensee or of any person in the business of selling or renting dwellings, or any of their employees, and without the publication, posting or mailing, after notice of any advertisement or written notice in violation of the fair housing law; and

- rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner actually resides in one of the living quarters.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or

society may limit the rental or occupancy of real property which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color, religion, sex, national origin, elderliness, handicap or familial status.

Any owner may deny or limit rental of housing to persons who pose a clear and present threat of substantial harm to others or the dwelling itself.

Provisions regarding familial status do not apply to "housing for older persons" as defined in Va. Code Ann. § 36-96.7.

A complaint may be filed with the Fair Housing Board by any aggrieved person within one year after the alleged discriminatory housing practice occurred or terminated. An aggrieved person may commence a civil action not later than two years after the occurrence.

Section 36-96.1:1 amended 2003; § 36-96.2 amended 2006; § 36-96.7 amended 2000; § 36-96.9 enacted 1991.

Va. Code Ann. §§ 36-96.1:1, .2, .7, .9 (2015)

Other Provisions Related to Tenant Screening

A rental application may require disclosure by the applicant of any criminal convictions. The owner or managing agent may require as a condition of acceptance of the rental application that an applicant consent in writing to a criminal record check to verify the disclosures made in the rental application. The owner or managing agent may collect from the applicant reimbursement for the exact amount of the out-of-pocket costs for such criminal record checks.

A landlord may charge an application fee and may request a prospective tenant to provide information that will enable the landlord to make such determination. The landlord may photocopy each applicant's driver's license or other similar photo identification, containing either the applicant's social security number or control number issued by the Department of Motor Vehicles. The landlord may require that each applicant provide a social security number issued by the U.S.

Social Security Administration or an individual taxpayer identification number issued by the U.S. Internal Revenue Service, for the purpose of determining whether each applicant is eligible to become a tenant in the landlord's dwelling unit. An application fee shall not exceed $50, exclusive of any actual out-of-pocket expenses paid by the landlord to a third party performing background, credit, or other pre-occupancy checks on the applicant.

Any landlord may require a refundable application deposit in addition to a nonrefundable application fee. If the applicant fails to rent the unit for which application was made, the landlord must refund, within 20 days after the applicant's failure to rent the unit or the landlord's rejection of the application, all sums in excess of the landlord's actual expenses and damages together with an itemized list of said expenses and damages. If, however, the application deposit was made by cash, certified check, cashier's check, or postal money order, such refund shall be made within 10 days of the applicant's failure to rent if the failure to rent is due to the landlord's rejection of the application.

Section 36-96.2 amended 2006; § 55-248.4 amended 2016; § 55-248.6:1 amended 2013.

Va. Code Ann. §§ 36-96.2, 55.1-1200, -1203 (2020)

Washington

Washington, Condition of Rental Property

Note: The following provisions of Chapter 59.18 do not apply to any lease of a single-family dwelling for a period of a year or more or to a lease of a single-family dwelling containing a bona fide option to purchase by the tenant. An attorney for the tenant must approve on the face of the agreement any such exempted lease.

Amended 1989.

Wash. Rev. Code § 59.18.415 (2019)

Habitability Requirements

A landlord must at all times during the tenancy keep the premises fit for human habitation, and in particular:

- maintain the premises in substantial compliance with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which could be enforced if such condition endangers or impairs the health or safety of the tenant;

- maintain the structural components including, but not limited to, roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable;

- keep shared or common areas reasonably clean, sanitary, and safe from defects increasing fire or accident hazards;

- except where the condition is attributable to normal wear and tear, make repairs and arrangements necessary to put and keep the premises in as good condition as it should have been, at the commencement of the tenancy;

- maintain all electrical, plumbing, heating, and other facilities and appliances supplied by the landlord in reasonably good working order; and

- maintain the dwelling in reasonably weather tight condition.

Exception: A landlord need not repair a defective condition, nor is any defense or remedy available to the tenant, where a defective condition was caused by the conduct of the tenant, the tenant's family, invitee, or other person acting under his or her control, or where the tenant unreasonably denies the landlord access to the property for purposes of repair.

If the landlord during the tenancy fails to perform the above duties relating to habitability, or those described below relating to essential services, the tenant may deliver written notice to the landlord specifying the nature of the defective condition. The landlord must commence remedial action after receiving the notice as soon as possible, but no later than the following time periods:

- not more than 24 hours, if the defective condition deprives the tenant of hot or cold water, heat, electricity, or is imminently hazardous to life;

- not more than 72 hours, if the defective condition deprives the tenant of the use of a refrigerator, range and oven, or major landlord-supplied plumbing fixture; and

- not more than 10 days in all other cases.

Exception: If completion of remedial action is delayed due to circumstances beyond the landlord's control, including unavailability of financing, the landlord must remedy the condition as soon as possible.

If after the applicable time period expires, the landlord does not remedy the defective condition within a reasonable time, the tenant may:

- terminate the rental agreement and quit the premises upon written notice to the landlord, in which case the tenant is discharged from payment of rent for any period following the quitting date and entitled to a pro rata refund of prepaid rent;

- commence an action for any remedy provided by law; or

- pursue other remedies available under Chapter 59.18.

If a landlord does not fulfill any substantial obligation that substantially endangers or impairs the health or safety of a tenant, including:

- structural members that are of insufficient size or strength to carry imposed loads with safety;

- occupant exposure to the weather;
- plumbing and sanitation defects directly exposing occupants to the risk of illness or injury;
- lack of water, including hot water;
- heating or ventilation systems that do not function or are hazardous;
- defective, hazardous or missing electrical wiring or service;
- defective or inadequate exits that increase the risk of injury; and
- conditions that increase the risk of fire,

the tenant may notify the landlord in writing, specifying the conditions, acts, omissions, or violations. If the landlord fails to remedy the condition(s) in a reasonable time after receipt of the notice, the tenant may request the local government provide an inspection with regard to those conditions, which inspection must be performed not more than five days after the request is received. If the inspection certifies the existence of the specified conditions and that they render the premises unfit for human habitation or can be a substantial risk to health and safety, the tenant may then make periodic rent payments into an escrow account. The tenant must send the landlord a "Notice to Landlord of Rent Escrow." The landlord may then apply to the escrow for release of the funds after the local government certifies the conditions have been repaired, or the landlord may file an action and apply to the court for release of funds on the grounds stated in Wash. Rev. Code § 59.18.115(5).

Note: The tenant must be current on rent, including all utility payments which the tenant has agreed to pay, in order to exercise any remedies accorded him by law.

Section 59.18.060 amended 2013; § 59.18.070, .080, .090 amended 2010; § 59.18.115 enacted 1989;

Wash. Rev. Code §§ 59.18.060, .070, .080, .090, .115 (2019)

Essential Services

A landlord must:

- "[p]rovide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant";
- provide reasonably adequate locks and furnish keys to the tenant;
- maintain and safeguard any master or duplicate keys to the dwelling unit;
- except in the case of a single-family residence, provide and maintain appropriate receptacles in common areas for the removal of ashes, rubbish, and garbage and arrange for the regular removal of such waste;
- provide adequate facilities to supply heat, water and hot water as reasonably required by the tenant;
- install smoke detection devices and at the time of vacancy, insure the devices are operational prior to reoccupancy;
- provide a written notice to all tenants disclosing fire safety and protection information, including notice to the tenant that the dwelling is equipped with a smoke detection device and that it is the tenant's responsibility to maintain the smoke detection

device in proper operating condition, and the penalties for not doing so, which notice must be signed by the landlord and tenant with copies provided to both parties; and

Note: Additional fire and safety protection information that must be included in the notice is set forth in Wash. Rev. Code § 59.18.060.

- supply tenants with information provided or approved by the Department of Health about the health hazards associated with exposure to indoor mold.

A landlord may not intentionally terminate a tenant's utility services, including water, heat, electricity or gas except for interrupting the services for a reasonable time to make necessary repairs. A landlord who does so is liable to the tenant for actual damages and up to $100 per day the tenant is deprived of any utility service.

Section 59.18.060 amended 2013; § 43.44.110 amended 2019; 59.18.300 amended 2010.

Wash. Rev. Code §§ 43.44.110; 59.18.060; .300 (2019)

Repairs

If a court or arbitrator determines that a landlord has not carried out a duty relating to habitability or provision of essential services imposed by Wash. Rev. Code § 59.18.060 and a reasonable time has passed for the landlord to remedy the defective condition following the required notice from the tenant, the court or arbitrator may determine the diminution in rental value due to the condition and render judgment against the landlord for the rent paid in excess of that value from the time the of notice of defect to the time of decision. The tenant need not pay more than that amount until the defect(s) are corrected or the court or arbitrator decide otherwise.

If the landlord fails to make repairs within a reasonable time after notice from the tenant, the tenant may undertake to remedy defective conditions after submitting estimates of the cost of corrective action pursuant to Wash. Rev. Stat. § 59.18.100. The tenant may deduct such costs from rent, in an amount not to exceed two months' rent, provided the requirements of § 59.18.100 are satisfied.

If a court or arbitrator determines that a defective condition is so substantial that it is unfeasible for the landlord to correct it within the time allotted by Wash. Rev. Code § 59.18.070, and that the

tenant should not remain on the premises, termination of the tenancy may be authorized, with the tenant given a reasonable time to vacate.

Sections 59.18.100, .110 amended 2011; § 59.18.120 enacted 1973.

Wash. Rev. Code §§ 59.18.100, .110, .120 (2019)

Landlord's Right of Entry

No relevant provisions were located.

Washington, Property Management Licensing

Washington does not separately license real estate managers.

However, "real estate brokerage services" includes "[p]erforming property management services, which includes with no limitation: marketing; leasing; renting; the physical, administrative or financial maintenance of real property; or the supervision of such action." Persons who offer or render such services for others for compensation or the promise or expectation of compensation must be licensed as a real estate broker by the Washington Real Estate Commission. For details of the qualifications for either license, see **Licensing Requirements and Maintenance Annual Report—Washington**.

Exceptions: The licensing requirement does not apply to, among others, any person employed by, for or on behalf of the owner or on behalf of a designated or managing broker, if the person is limited in property management to:

- delivering a lease application, a lease, or any amendment thereof;

- receiving a lease application, lease, or amendment thereof, a security deposit, rental payment, or any related payment for delivery to and made payable to the real estate firm or owner;

- showing a rental unit, provided the employee is acting under the broker's direct instructions, including the execution of leases or rental agreements;

- providing information about a rental unit, a lease, an application for lease, or payment of rent to prospective tenants; or

- assisting property management functions by carrying out administrative, clerical, financial or maintenance tasks.

Section 18.85.011 amended 2017; § 18.85.151 amended 2012.

Wash. Rev. Code §§ 18.85.011, .151 (2019)

Registration/Licensing/Certification of Rental Properties

Washington does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Washington, Reasonable Accommodation

Discrimination based on the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person who is blind, deaf, or physically disabled includes:

- refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford the person full enjoyment of the dwelling, provided that a landlord may, where reasonable, condition permission for a modification on the renter agreeing to restore the dwelling's interior to the condition that existed before the modification, reasonable wear and tear excepted;

- refusal to make reasonable accommodation in rules, policies, practices, or services when they may be necessary to afford a person with the presence of any sensory, mental, or physical disability and/or the use of a trained dog guide or service animal by a person who is blind, deaf, or physically disabled equal opportunity to use and enjoy a dwelling; or

- failure to design and construct covered multifamily dwellings and premises in conformance with the Federal Fair Housing Amendments Act of 1988 (42 U.S.C. § 3601 *et seq.*) and all other applicable laws or regulations pertaining to access by persons with any sensory, mental, or physical disability or use of a trained dog guide or service animal.

Exceptions: The first two prohibitions above do not apply to:

- a single-family house rented or leased by the owner if the owner does not own or have an interest in the proceeds of the rental or lease of more than three such single-family houses at one time, the rental or lease occurred without the use of a real estate broker or salesperson, and the rental or lease occurred without the use of discriminatory advertising;

- rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently, if the owner occupies one of the rooms or units as his or her residence; or

- real estate transactions involving the sharing of a dwelling unit or rental or sublease of a portion of a dwelling unit, when the unit is to be occupied by the owner or sublessor.

A person aggrieved by a discriminatory practice may file a complaint with the Washington State Human Rights Commission. After a finding of reasonable cause that an unfair practice in a real estate transaction has occurred and a finding that the respondent has engaged in an unfair practice, an order for relief as may be appropriate will issue, which may include actual damages and injunctive and other equitable relief. A civil penalty of up to $50,000 may also be imposed, depending on the number of prior violations and the period of time over which they occurred.

The complainant, aggrieved party or respondent may elect to have the claims on which a reasonable cause determination is based decided in a civil action in lieu of an administrative hearing, which election must be made within 20 days of receipt of service of the reasonable cause

finding. If a person so elects, the attorney general will commence an action on behalf of the aggrieved person In a civil action, remedies may include, among others, compensatory and punitive damages, legal and equitable relief and reasonable attorney fees and costs.

Sections 49.60.222, .225 amended 2020; § 49.60.340 enacted 1993.

Wash. Rev. Code §§ 49.60.222, .225 (both as amended by 2020 Wash. Laws ch. 52), .340 (2019)

Washington, Remedies for Failure to Pay

Note: The following provisions of Chapter 59.18 do not apply to any lease of a single-family dwelling for a period of a year or more or to a lease of a single-family dwelling containing a bona fide option to purchase by the tenant.

An attorney for the tenant must approve on the face of the agreement any such exempted lease.

Amended 1989.

Wash. Rev. Code § 59.18.415 (2019)

Recovery of Possession for Failure to Pay Rent

If a tenant fails to pay rent when due, the landlord may bring an unlawful detainer action, and if the jury or court finds in the landlord's favor, a judgment for restitution of the premises will be entered. The judgment will also declare a forfeiture of the lease, agreement or tenancy and award the amount of rent found to be due. If the lease or agreement under which the rent is payable has not expired, execution upon the judgment will not be issued until the expiration of five court days after the entry of the judgment. "Before entry of a judgment or until five court days have expired after entry of the judgment, the tenant or any subtenant, or any mortgagee of the term, or other party interested in the continuance of the tenancy, may pay into court or to the landlord the amount of the rent due, any court costs incurred at the time of payment, late fees if such fees are due under the lease and do not exceed seventy-five dollars in total, and attorneys' fees if awarded, in which event any judgment entered shall be satisfied and the tenant restored to his or her tenancy."

Section 59.18.410 amended 2020.

Wash. Rev. Code § 59.18.410 (as amended by 2020 Wash. Laws ch. 315, § 5)

Abandonment of the Premises

If the tenant defaults in payment of rent and reasonably indicates, by words or actions, an intention not to resume tenancy, he or she is liable for such abandonment as follows:

- When the tenancy is month-to-month, the tenant is liable for the rent for the 30 days following either the date the landlord learns of the abandonment, or the date the next regular rental payment would have become due, whichever is earlier.

- When the tenancy is for a term greater than month-to-month, the tenant is liable for the lesser of:

    - the entire rent due for the remainder of the term; or

    - "[a]ll rent accrued during the period reasonably necessary to rerent the premises at a fair rental, plus the difference between such fair rental and the rent agreed to in the prior agreement, plus actual costs incurred by the landlord in rerenting the premises together with statutory court costs and reasonable attorneys' fees."

Note: Upon learning of a tenant's abandonment of the premises, the landlord must make a reasonable effort to mitigate the damages resulting therefrom.

Amended 2015.

Wash. Rev. Code § 59.18.310 (2019)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

In the case of a tenant's abandonment of the premises in default in the payment of rent, the landlord may immediately take possession of any of the tenant's property found on the premises and store it in a secure place. The landlord must make reasonable efforts to provide the tenant with a notice which contains the landlord's name and address and location where the property is stored, informs the tenant that a sale or disposition of the property will take place and the date of the sale or disposal, and informs the tenant of the right to have the property returned before sale or disposal. The landlord must return the property to the tenant after the tenant has paid the actual or reasonable moving and storage costs, whichever is less, if the tenant makes a written request for the return of the property before the landlord has sold or disposed of it.

After 45 days from the date the notice is mailed or personally delivered to the tenant, the landlord may sell or dispose of such property, including personal papers, family pictures, and keepsakes. Any income derived therefrom may be applied against amounts due the landlord, including moving and storage costs. If the property has an aggregate value of $250 or less, the landlord may sell or dispose of the property except for personal papers, family pictures, and keepsakes, after seven days from the date the notice of sale or disposal is mailed or personally delivered to the tenant.

Any excess income derived from the sale of the property must be held by the landlord for the benefit of the tenant for one year from the date of sale, and if no claim is made or action commenced by the tenant for the recovery thereof before the year expires, the balance belongs to the landlord, including any interest paid on the income.

The procedures that must be followed by the landlord in connection with the storage and sale of the tenant's personal property left on the premises when a writ of restitution is executed are similar, but not identical.

Note: Special procedures apply when the death of a tenant who is the sole occupant of the dwelling unit is involved.

Section 59.18.312 amended 2011; § 59.18.310 amended 2015; § 59.18.595 enacted 2015.

Wash. Rev. Code § 59.18.310, .312, .595 (2019)

Security Deposits

Security deposits must be held in a trust account, and unless otherwise agreed in writing, the landlord is entitled to any interest paid on the account. The tenant must be provided with written notice of the name and address of the depository. Nonrefundable fees paid to the landlord may not be designated as a deposit.

If a security deposit is paid to the landlord by the tenant, the rental agreement must be in writing and include the terms and conditions under which the deposit, in whole or in part, may be withheld by the landlord upon termination of the rental agreement. If deposit funds may be withheld for damages to the premises for which the tenant is responsible, a written rental agreement so specifying is required. No deposit may be collected by a landlord unless a written checklist or statement, signed and dated by both parties, "specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy." If the landlord collects a deposit without providing a written checklist as required, he is liable to the tenant for the amount of the deposit.

Within 21 days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises, within 21 days after the landlord learns of the abandonment, the landlord must give a specific statement of the basis for retaining any of the deposit, together with any refund due the tenant under the terms of the rental agreement. No part of a deposit may be withheld based on normal wear due to ordinary use of the premises. The notice, or payment, must be delivered to the tenant personally or deposited in the U.S. mail addressed to his or her last known address within the 21 days.

If the landlord does not comply with the above requirements, he or she is liable to the tenant for the full deposit. The court may in its discretion award up to two times the deposit amount if the landlord intentionally refused to give the statement or refund due. In any action brought by the tenant to recover the deposit, the prevailing party is entitled to costs of suit or arbitration, including a reasonable attorney's fee.

Sections 59.18.260, .270, amended 2011; §§ 59.18.280 amended 2016; § 59.18.290 amended 2020.

Wash. Rev. Code §§ 59.18.260, .270, .280 (2019), .290 (as amended by 2020 Wash. Laws ch. 315, § 7)

Washington, Tenant Screening

State Fair Housing Requirements

It is an unfair practice for any person, because of race, sex, sexual orientation, color, creed, marital status, families-with-children status, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presences of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a disabled person to:

- refuse to engage in a real estate transaction with a person;
- discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services;
- refuse to receive or fail to transmit a bona fide offer to engage in a real estate transaction;
- refuse to negotiate with a person for a real estate transaction;
- represent that real property is not available for inspection, sale, rental, or lease when in fact it is available or to fail to bring a property listing to the person's attention;
- refuse to permit the person to inspect real property;
- offer, solicit, accept, use, or retain a property listing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services; or
- expel a person from occupancy of real property.

It is also a discriminatory practice for a person to print, circulate or cause the publication of a statement, advertisement or sign, or use an application form for a real estate transaction, or make

a record or inquiry relating to a prospective real estate transaction that indicates an intent to limit, specify or discriminate on the basis of race, sex, sexual orientation, color, creed, marital status, families-with-children status, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presences of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a disabled person.

Exceptions:

- It is not an unfair practice or denial of civil rights for a public or private educational institution to separate the sexes or give preference to or limit use of student housing to persons of one sex or make distinctions on the basis of marital or families with children status.

- The prohibitions related to discrimination based on families-with-children status do not apply to housing for older persons as defined by 42 U.S.C. § 3607(b)(1)-(3).

- None of the above prohibitions apply to real estate transactions involving the sharing of a dwelling unit or rental or sublease of a portion of a dwelling unit, when the unit is to be occupied by the owner or sublessor.

A person aggrieved by a discriminatory practice may file a complaint with the Washington State Human Rights Commission. After a finding of reasonable cause that an unfair practice in a real estate transaction has occurred and a finding that the respondent has engaged in an unfair practice, an order for relief as may be appropriate will issue, which may include actual damages and injunctive and other equitable relief. A civil penalty of up to $50,000 may also be imposed, depending on the number of prior violations and the period of time over which they occurred.

The complainant, aggrieved party or respondent may elect to have the claims on which a reasonable cause determination is based decided in a civil action in lieu of an administrative hearing, which election must be made within 20 days of receipt of service of the reasonable cause finding. If a person so elects, the attorney general will commence an action on behalf of the aggrieved person In a civil action, remedies may include, among others, compensatory and punitive damages, legal and equitable relief and reasonable attorney fees and costs.

Sections 49.60.222, .225 amended 2020; § 49.60.340 enacted 1993.

Wash. Rev. Code §§ 49.60.222, .225 (both as amended by 2020 Wash. Laws ch. 52), .340 (2019)

Other Provisions Related to Tenant Screening

Screening Reports

Before obtaining any information about a prospective tenant, the prospective landlord must notify the prospective tenant in writing, or by posting, of:

- the types of information which will be accessed to conduct the tenant screening;
- the criteria that may result in denial of the application;
- if a consumer report is used, the name and address of the consumer reporting agency and the prospective tenant's rights to obtain a free copy of the consumer report in the event of a denial or other adverse action, and to dispute the accuracy of the report's information; and
- whether or not the landlord will accept a comprehensive reusable tenant screening report made available to the landlord by a consumer reporting agency.

Note: A landlord who maintains a web site advertising the rental of a dwelling unit or as an information source for current or prospective tenants must include a statement on the property's home page stating whether the landlord will accept a comprehensive reusable tenant screening report made available to the landlord by a consumer reporting agency. If the landlord is willing to accept a comprehensive reusable tenant screening report, the landlord may access the landlord's own tenant screening report regarding a prospective tenant if the prospective tenant is *not* charged for the report. A "comprehensive reusable tenant screening report" is a tenant screening report

prepared by a consumer reporting agency at the direction of and paid for by a prospective tenant and made available directly to a prospective landlord at no charge, which contains:

- a consumer credit report prepared by a consumer reporting agency within the last 30 days;
- the prospective tenant's criminal history;
- the prospective tenant's eviction history;
- an employment verification; and
- the prospective tenant's current address and rental history.

The landlord may charge a prospective tenant for the costs of obtaining a tenant screening report, other than a comprehensive reusable one, only if the landlord provides the above information.

If a landlord conducts his or her own screening of tenants, the landlord may charge actual costs in obtaining the background information only if the landlord provides the above information. The amount charged may not exceed the customary costs charged by a screening service in the general area. The landlord's actual costs include costs for long-distance phone calls and time spent calling landlords, employers, and financial institutions.

Note: A tenant screening service provider may not disclose a tenant's, applicant's or household family member's status as a victim of domestic violence, sexual assault or stalking, or that any such person has previously terminated a rental agreement pursuant to Wash. Rev. Code § 59.18.575.

A landlord who takes an adverse action, must provide a written notice of the adverse action to the prospective tenant that states the reasons for the adverse action. A statutory form of the adverse action notice is set forth in Wash. Rev. Code § 59.18.257.

Fees

A landlord may not require a fee or deposit from a prospective tenant to be placed on a waiting list for consideration as a tenant.

A landlord may not request a fee or deposit to hold a dwelling or secure that the prospective tenant will move into the dwelling unit in excess of 25 percent of the first month's rent.

If the landlord charges a prospective tenant a fee or deposit to hold a dwelling unit or secure that the tenant will move into a unit, after the unit has been offered to the tenant, the landlord must, upon payment, give the prospective tenant a receipt and statement of the conditions under which the fee or deposit may be retained. If the prospective tenant occupies the unit, the fee or deposit must be credited to the first month's rent or the security deposit. If the tenant does not occupy the unit, the landlord may keep the entire fee or deposit, provided doing so comports with the statement of conditions provided to the prospective tenant. Such a fee or deposit does not include any charge by a landlord to use a tenant screening service or obtain background information on a prospective tenant.

Section 59.18.257 amended 2016; § 59.18.253 amended 2020; § 59.18.580 amended 2013.

Wash. Rev. Code §§ 59.18.253 (as amended by 2020 Wash. Laws ch. 169, § 3), .257, .580 (2019)

West Virginia

West Virginia, Condition of Rental Property

Habitability Requirements

With respect to residential property, a landlord must:

- at the commencement of a tenancy, deliver the dwelling unit and surrounding premises in a fit and habitable condition, and thereafter maintain the leased property in such condition;

- maintain the leased property in a condition that meets applicable health, safety, fire and housing codes requirements, unless the failure to meet those requirements is the fault of the tenant, a family member or other person on the premises with his consent;

- in multiple housing units, keep clean, safe and in repair all common areas of the premises remaining under the landlord's control that are maintained for the use and benefit of the tenants; and

- maintain in safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord by written or oral agreement or by law.

A landlord need not make repairs when the tenant is in arrears in payment of rent.

"Multiple housing unit" means "a dwelling which contains a room or group of rooms located within a building or structure forming more than one habitable unit for occupants for living, sleeping, eating and cooking."

Unless the rental agreement provides otherwise, where buildings or other structures upon leased premises are destroyed by fire or otherwise, in whole or in part, without the tenant's fault or negligence, there must be a reasonable reduction of the rent until such time as buildings, or other structures, of equal value to the tenant for his purposes as those destroyed are placed upon the premises. Unless the landlord rebuilds or replaces such structures as soon as he reasonably can, the tenant may, after a reasonable time, surrender possession of the premises and be relieved of all further liability for rent, after the surrender.

History unavailable.

W.V. Code Ann. §§ 37-6-28, -30 (2019)

Essential Services

A landlord must:

- in multiple housing units, provide and maintain appropriate conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit; and

- with respect to dwelling units supplied by direct public utility connections, supply running water and reasonable amounts of hot water at all times, and reasonable heat between October 1 and April 30, except where the dwelling unit is so constructed that running water, heat or hot water is generated by an installation within the exclusive control of the tenant.

"Multiple housing unit" means "a dwelling which contains a room or group of rooms located within a building or structure forming more than one habitable unit for occupants for living, sleeping, eating and cooking."

History unavailable.

W.V. Code Ann. § 37-6-30 (2019)

Repairs

A landlord must make all repairs necessary to keep the premises in a fit and habitable condition, unless the repairs were primarily required due to a lack of reasonable care by the tenant, a family member or other person on the premises with his consent.

A landlord need not make repairs when the tenant is in arrears in payment of rent.

History unavailable.

W.V. Code Ann. § 37-6-30 (2019)

Landlord's Right of Entry

No relevant provisions were located.

West Virginia, Property Management Licensing

West Virginia does not separately license real estate managers.

However, "real estate broker" includes any person who, for compensation, manages any interest in real estate. Thus, a person performing property management services would be subject to licensing as a real estate broker by the West Virginia Real Estate Commission, except as noted below. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—West Virginia**.

Exceptions: The licensing requirement does not apply to, among others:

- regular employees of a real estate owner, who perform any acts regulated by the real estate licensing law, where the acts are incidental to the management of the real estate, provided the employee does not receive additional compensation for the act and does not perform the act as a vocation; and

- any person employed exclusively to act as the management or rental agent for the real estate of one person, partnership or corporation.

History unavailable.

W. Va. Code §§ 30-40-4, -5 (2019)

Registration/Licensing/Certification of Rental Properties

West Virginia does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

West Virginia, Reasonable Accommodation

It is unlawful for any person to discriminate in the rental, or otherwise make unavailable or deny a dwelling to a renter, or discriminate against any person in the terms, conditions or privileges of rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;
- a person residing or intending to reside in the dwelling after it is rented; or
- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the disabled person's expense, reasonable modifications of existing housing accommodations occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided that a landlord may condition such permission on the renter agreeing to restore the interior of the premises to the condition existing before modification, normal wear and tear excepted;
- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy a dwelling;
- in connection with "covered multifamily dwellings," failure to design and construct such property in a manner that:

- the common-use and public-use areas of the residential real property readily are accessible to and usable by a person with a disability;

- all doors into and within all premises within residential real property are sufficiently wide to allow passage by a disabled person who uses a wheelchair; and

- ensures that all premises within the residential real property contain: (a) an accessible route into and through the property; (b) light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (c) reinforcements in bathroom walls to allow later installation of grab bars; and (d) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

  Note: "Covered multifamily dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exception: In no event is it required that a dwelling be made available to an individual if his or her tenancy would constitute a direct threat to the health and safety of others or would result in substantial physical damage to the property of others.

A person aggrieved by a discriminatory housing practice may file a complaint with the West Virginia Human Rights Commission within one year after the alleged discriminatory housing practice occurred. If conciliation efforts fail to resolve a complaint, and the Commission believes that a discriminatory practice has occurred or is about to occur, it must issue a charge on behalf of the aggrieved party. The complainant, the respondent or the aggrieved party may elect to have the claims and issues asserted in the complaint resolved in a civil action commenced by the Commission, in lieu of an administrative hearing. If the civil suit option is not chosen, an administrative law judge will hear the charge, and if the judge finds that a respondent has engaged in a violation, will issue a cease and desist order and an order awarding other appropriate relief, which may include actual damages suffered by the aggrieved person and injunctive and other equitable relief. A civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations may also be imposed.

An aggrieved party may also file a direct civil action not later than two years after the occurrence or termination of the alleged discriminatory housing practice. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff.

History unavailable.

W. Va. Code §§ 5-11A-3, -4, -5, -8, -9, -11, -13, -14 (2019)

West Virginia, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If the tenant is wrongful occupying the leased premises in that he or she is in arrears in the payment of rent, the landlord may file a claim for summary relief. In such a proceeding, the tenant may assert any defenses he may have which might be raised in an action for ejectment or unlawful detainer.

If the court finds that the tenant is wrongfully occupying the property, the court must grant immediate possession of the property to the landlord and may also include relief on rent arrearages as shown by the evidence.

West Virginia, unlike most states still allows recovery of unpaid rent by distress (seizure of the tenant's personal property) pursuant to W. Va. Code §§ 37-6-12 to -15. The tenant's personal property may also be attached pursuant to W. Va. Code § 37-6-17 when payment of rent is in default.

History unavailable.

W. Va. Code §§ 37-6-6, -12, -13, -14, -15, -17; 55-3A-3 (2019)

Abandonment of the Premises

If rent is in arrears and the tenant abandons the property, the landlord may post a written notice in a conspicuous place on the property requiring the tenant to pay the rent due in one month. At the landlord's election, the notice may also state that the landlord will, after taking possession, lease the premises to some other person, in which case the tenant will still be liable on the lease for the

unexpired term, for the difference between the rent received from the new tenant and that payable under the original tenant's lease.

If the tenant does not pay within that time, the landlord may enter the property and the tenant's right to the property ends. The landlord may recover rent up to the time he or she became entitled to possession.

However, if the landlord elected to continue to hold the tenant liable upon his lease, as provided above, the tenant is entitled, upon the payment of all rent arrears and the satisfaction of any liabilities with which he is chargeable under his lease, to possession of the premises, except to the extent that some other person is already in possession or is entitled to such possession by virtue of a lease made by the landlord to such other person pursuant to the notice described above, before the tenant notified the landlord in writing of his intention to resume possession of the premises, or tendered an amount sufficient to satisfy his liabilities.

West Virginia, unlike most states still allows recovery of unpaid rent by distress (seizure of the tenant's personal property) pursuant to W. Va. Code §§ 37-6-12 to -15. The tenant's personal property may also be attached pursuant to W. Va. Code § 37-6-17 when payment of rent is in default.

History unavailable.

W. Va. Code §§ 37-6-6, -7, -8 (2019)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

Upon abandonment of the premises

If a tenant whose rent is in arrears abandons the rental premises and fails to pay rent due within one month of notice from the landlord requiring payment, the landlord may remove the tenant's personal property by giving written notice pursuant to W. Va. Code § 37-6-6 to the tenant stating:

- the leased property is considered abandoned;

- any personal property left by the tenant must be removed from the property or from the place of safekeeping, if the landlord has stored the property, by a date specified in the written notice that is not less than 30 days after the date the written notice was mailed, or not less than 60 days after the date the written notice was mailed if the tenant has notified the landlord that he or she is on active duty in the U.S. armed forces; and

- if the personal property is not removed within that time, the tenant forfeits ownership rights to the personal property, and it becomes the property of the landlord.

If the property is valued at more than $300 and was not removed by the tenant within 30 days with payment of the required fees, the landlord must store the property for another 30 days if the tenant, or a person with a security interest in the abandoned property, informs the landlord of their intent to remove it, provided the landlord is paid the reasonable cost of storage and removal.

Following order of possession

When an order of possession is granted following the tenant's default in payment of rent, and the tenant does not remove all personal property by the date specified in the order, the landlord may:

- dispose of the such property without incurring any liability or responsibility to the tenant or any other person, if the tenant informs the landlord in writing that the personal property is abandoned, or if the property is garbage;

- remove and store the property after the date by which the court ordered the tenant to vacate the property, and then dispose of the stored property after 30 days without incurring any liability to the tenant or any other person if:

    - the tenant has not paid the reasonable costs of storage and removal to the landlord and has not taken possession of the property; or

    - the costs of storage equal the value of the personal property being stored; or

- leave the personal property on the property, in which case the property may be disposed of after 30 days without incurring any liability to the tenant or any other person, if the tenant has not paid the reasonable costs of leaving the personal property on the landlord's property and has not taken possession of the property.

If the property is valued at more than $300 and was not removed by the tenant within 30 days with payment of the required fees, the landlord must store the property for another 30 days if the tenant, or a person with a security interest in the abandoned property, informs the landlord of their intent to remove it, provided the landlord is paid the reasonable cost of storage and removal.

History unavailable.

W. Va. Code §§ 37-6-6, 55-3A-3 (2019)

Security Deposits

A "security deposit' is any refundable deposit of money given to a landlord by a tenant to secure performance of a rental agreement or as security for damages to the leased premises.

Exception: A security deposit does not include rent, prepaid rent, a pet fee or an application fee, provided the parties expressly agree, in writing that a pet fee or application fee is nonrefundable.

After termination of the tenancy, a landlord may apply a security deposit only to payment of:

- rent due, including charges for late payment of rent specified in the rental agreement;

- the amount of damages the landlord has suffered due to the tenant's noncompliance with the rental agreement, reasonable wear and tear excepted;

- unpaid utilities which were billed to and paid by the landlord, and which were the obligation of the tenant under the rental agreement and unpaid by the tenant;

- reasonable costs for removal and storage of the tenant's personal property; and

- other damages or charges as provided in the rental agreement, including paying for the services of a third-party contractor to repair the property.

Upon termination of the tenancy and within the applicable notice period the landlord must deliver to the tenant, either by personal delivery or by mailing to the tenant's last known address or forwarding address, a written itemization of any deducted damages and other charges and the balance of the security deposit. If damages to the premises exceed the deposit amount and require the services of a third- party contractor, the landlord must give written notice to the tenant, advising him or her of that fact, within the applicable notice period, in which case the landlord has an additional 15 days to provide an itemization of the damages and the cost of repair.

If the landlord willfully fails to comply with these requirements, the tenant may recover:

- any unreturned security deposit funds; and

- damages for annoyance or inconvenience resulting from the landlord's nonconformance equal to one and a half times the amount wrongfully withheld, unless the tenant owes rent to the landlord, in which case, the court must order an amount equal to any amount awarded to the tenant to be credited against any rent due.

History unavailable.

W. Va. Code §§ 37-6A-1, -2, -3, -5 (2019)

West Virginia, Tenant Screening

State Fair Housing Requirements

It is unlawful because of race, color, religion, ancestry, sex, familial status, national origin, blindness or disability to:

- refuse to rent a dwelling after the making of a bona fide offer;
- refuse to negotiate for the rental of a dwelling to any person;
- discriminate against a person in the terms, conditions or privileges of a rental of a dwelling or in the furnishing of facilities or services in connection therewith;
- represent to a person that any dwelling is not available for inspection, sale, rental, or lease when in fact it is available; or
- otherwise make unavailable or deny housing.

It is also a discriminatory practice for a person to print, circulate or cause the publication of a statement, advertisement or sign, that indicates an intent to limit, specify or discriminate on the basis of race, color, religion, ancestry, sex, familial status, national origin, blindness or disability.

Note: The protections against discrimination based on disability apply to a renter, a person residing in or intending to reside in the dwelling after it is rented or made available, or any person associated with the renter.

"Familial status" is the status of:

- a parent or other person with legal custody of and domiciled with a minor child;

- the designee of the parent or other person having custody of and domiciled with a minor child, with the written permission of the parent or other person;

- a person who is pregnant; or

- any person in the process of securing legal custody of a minor child.

Exceptions:

- The above prohibitions based on familial status do not apply to rentals in a building occupied or to be occupied by no more than four families, if the owner resides in one.

- None of the above prohibitions apply to rental rooms in a rooming house containing no more than four rental rooms, if the owner resides in the house.

- The prohibitions based on familial status do not apply to a single-family house rented by a private individual owner if the owner does not own more than three single-family houses at any one time, provided that:

    - the owner does not own any interest in, nor is there owned or reserved on his behalf, title to or any right to all or part of the proceeds from the sale or rental of more than three single-family houses at any one time; and

    - the rental of any such house is without the use of the rental facilities or services of any real estate broker, agent or salesperson or of any person in the business of selling or renting dwellings and without publication of any discriminatory advertisement or written notice.

- A religious institution, society or organization, or nonprofit institution or organization operated, supervised or controlled by a religious institution, society or organization, may limit the rental or occupancy of a dwelling which it owns or operates for other than commercial purposes or give preference to persons of the same religion in a rental transaction, unless membership in such religion is restricted on account of race, color, or national origin.

- The prohibitions related to discrimination based on familial status do not apply to "housing for older persons" as defined by W.Va. Code § 8-11A-8(b)(2).

- In no event does a dwelling need to be made available to any person whose tenancy would constitute a direct threat to the health and safety of other persons or would result in substantial damage to the property of others.

A person aggrieved by a discriminatory housing practice may file a complaint with the West Virginia Human Rights Commission within one year after the alleged discriminatory housing practice occurred. If conciliation efforts fail to resolve a complaint, and the Commission believes that a discriminatory practice has occurred or is about to occur, it must issue a charge on behalf of the aggrieved party. The complainant, the respondent or the aggrieved party may elect to have the claims and issues asserted in the complaint resolved in a civil action commenced by the Commission, in lieu of an administrative hearing. If the civil suit option is not chosen, an administrative law judge will hear the charge, and if the judge finds that a respondent has engaged in a violation, will issue a cease and desist order and an order awarding other appropriate relief, which may include actual damages suffered by the aggrieved person and injunctive and other equitable relief. A civil penalty of up to $10,000 for a first violation and up to $50,000 for subsequent violations may also be imposed.

An aggrieved party may also file a direct civil action not later than two years after the occurrence or termination of the alleged discriminatory housing practice. Relief that may be granted includes injunctive relief, actual and punitive damages and court costs and reasonable attorney fees to the plaintiff.

History unavailable.

W. Va. Code §§ 5-11A-3, -4, -5, -8, -9, -11, -13, -14 (2019)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.

Wisconsin

Wisconsin, Condition of Rental Property

Habitability Requirements

A landlord must:

- keep in a reasonable state of repair the premises over which he has control;
- keep in a reasonable state of repair all equipment that supplies services the landlord has expressly or impliedly agreed to provide to the tenant, such as heat, water, elevator, or air conditioning;
- make all necessary structural repairs; and
- repair or replace any plumbing, electrical wiring, machinery, or equipment that the landlord provides for use on the premises that is not in reasonable working condition.

If the premises are untenantable because of damage by fire, water, or other casualty, or if there are other hazardous conditions that materially affect the health or safety of the tenant, the tenant may:

- remove from the premises unless the landlord promptly repairs, rebuilds or eliminates the health hazard; or

- remove if the repair, rebuilding or elimination of the hazard inconveniences the tenant and would impose undue hardship.

If the tenant stays on the premises and the condition materially affects the health or safety of the tenant or substantially affects the use and occupancy of the premises, the rent is abated to the extent that the tenant is deprived of the full normal use of the premises.

If the tenant moves out after the premises become untenantable, the tenant is not liable for the remaining rent.

Exception: If the fire or casualty was caused by negligence or improper use by the tenant, the above does not apply.

Amended 2018.

Wis. Stat. § 704.07(2) (2020)

Provision of Essential Services

No relevant provisions were located.

Repairs

If the premises are damaged, including by an insect or other pest infestation, by the negligence or improper use by the tenant, the tenant must repair the damage and restore the appearance by necessary measures.

The landlord may make the necessary repairs, in which case the tenant must reimburse the landlord for all reasonable costs, which includes:

- materials provided or labor performed by the landlord and
- at a reasonable hourly rate, time the landlord spends purchasing or providing materials, supervising an agent of the landlord, or hiring a third-party contractor.

Amended 2018.

Wis. Stat. § 704.07(3) (2020)

Landlord's Right of Entry

The landlord may inspect the premises, make repairs, and show the premises to prospective tenants or purchasers at reasonable times as long as the landlord gives advanced notice to the tenant.

If the tenant is absent from the premises, the landlord may enter the premises without notice and with force if necessary to preserve or protect the premises.

Amended 2013.

Wis. Stat. § 704.05(2) (2020)

Wisconsin, Property Management Licensing

Wisconsin does not separately license real estate managers.

For purposes of the Wisconsin real estate licensing laws a "real estate broker" includes any person who, for compensation, negotiates or offers or attempts to negotiate a rental of an interest in real estate, shows real estate, except for showing property that is offered exclusively for rent, or

promotes the rental or leasing of real estate. Thus, a property manager must have a real estate broker license, only if he or she engages in any of those activities. For details of the qualifications for a broker license, see **Licensing Requirements and Maintenance Annual Report—Wisconsin**.

Exception: The real estate licensing laws do not apply to "any custodian, janitor, employee or agent of the owner or manager of a residential building who exhibits a residential unit therein to prospective tenants, accepts applications for leases and furnishes such prospective tenants with information relative to the rental of such unit, terms and conditions of leases required by the owner or manager, and similar information."

Amended 2017.

Wis. Stat. § 452.01 (2020)

Registration/Licensing/Certification of Rental Properties

Wisconsin does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

A city, village, town or county may not enact an ordinance requiring that a rental unit or rental property be certified, registered or licensed, except it

"may require that a rental unit or residential rental property owner be registered if the registration requires only one name of an owner or authorized contact person and an address, telephone number, and, if available, an electronic mail address or other information necessary to receive communications by other electronic means at which the person may be contacted." No city, village, town, or county, except a first class city, may charge a fee for such registration except "a one-time registration fee that reflects the actual costs of operating a registration program, but that does not exceed $10 per building, and a one-time fee for the registration of a change of ownership or management of a building or change of contact information for a building that reflects the actual and direct costs of registration, but that does not exceed $10 per building."

Amended 2018.

Wis. Stat. §§ 66.0104(e) (2020)

Wisconsin, Reasonable Accommodation

It is unlawful for the owner, lessor or manager having the right to lease or rent a housing accommodation to discriminate against a person because of physical or mental disability. Such discrimination includes:

- refusing to permit, at the expense of the person with the disability, reasonable modifications of existing housing that may be necessary to allow the person to have full enjoyment of the housing when it is reasonable to do so; or

- refusing to make reasonable accommodations in rules, policies, practices, or services that are associated with the housing that may be necessary to allow the person to have full enjoyment of the housing, unless that accommodation would impose an undue hardship on the owner.

If an individual has a disability and a disability−related need for an emotional support animal or an animal that is individually trained to do work or perform tasks for the individual, it is discrimination for a person to refuse to rent housing to the individual, cause the eviction of the individual from housing, require extra compensation as a condition of continued residence in housing, or engage in the harassment of the individual because he or she keeps such an animal. An owner, lessor, lessor's agent, owner's agent, or representative of a condominium association may request that the individual submit reliable documentation that the individual has a disability and reliable documentation of the disability−related need for the animal, unless the disability is readily apparent or known. "If the disability is readily apparent or known but the disability−related need for the animal is not, the individual may be requested to submit reliable documentation of the disability−related need for the animal". An individual who keeps such an animal must accept liability for sanitation with respect to, and damage to the premises caused by, the animal.

An owner, lessor, lessor's agent, owner's agent, or representative of a condominium association may deny an individual the ability to keep an animal in housing if any of the following applies:

- the individual is not disabled, does not have a disability−related need for the animal, or fails to provide requested documentation;

- allowing the animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the lessor, owner, or representative;

- the specific animal poses a direct threat to a person's health or safety, or would cause substantial physical damage to a person's property, that cannot be reduced or eliminated by another reasonable accommodation.

Amended 2018.

Wis. Stat. §§ 106.50(2r) (2020)

Wisconsin, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

If a tenant fails to pay rent the landlord may terminate the lease. For month-to-month tenants, the landlord must give notice requiring the tenant to either pay rent or vacate the premises within 14 days of receiving the notice. For tenants with a lease under one year, or for year-to-year tenants, who fail to pay rent, the landlord may terminate their lease by giving the tenant notice requiring the tenant to either pay rent or vacate the premises within five days of receiving the notice.

"If a tenant remains in possession without consent of the tenant's landlord after termination of the tenant's tenancy, the landlord may in every case proceed in any manner permitted by law to remove the tenant and recover damages for such holding over."

Section 704.17 amended 2018; § 704.23 enacted 1993.

Wis. Stat. §§ 704.17, .23 (2020)

Abandonment

If a tenant unjustifiably leaves the premises before the termination date and defaults in payments of rent the landlord may recover rent and damages, unless the landlord expressly agreed to accept a surrender of the premises and end the tenant's liability.

Amended 1995.

Wis. Stat. § 704.29(1) (2020)

Waiver of Right to Terminate for Nonpayment

No relevant provisions were located.

Disposition of Tenant's Property

If a tenant leaves the premises and leaves personal property, the landlord may presume, if there is no written agreement between the landlord and tenant to the contrary, that the tenant has abandoned the personal property. The landlord has the sole discretion to dispose of the personal property as he determines.

If the landlord disposes of the property by private or public sale, the landlord may send the proceeds of the sale, minus any costs associated with the sale and any storage charges, to the Department of Administration for deposit under Wis. Stat. § 20.505(7)(h).

If the abandoned property is a manufactured or mobile home, or a vehicle, the landlord must give notice to the tenant of the landlord's intent to dispose of the property by sale or other means by regular or certified mail to the tenant's last-known address.

Amended 2013.

Wis. Stat. § 704.05(5)(b)(1) (2020)

Security Deposit

A landlord must deliver or mail to a tenant the full amount of any security deposit paid by the tenant, less any amounts deemed necessary for damage, within 21 days after:

- the tenant vacates the premises on the termination date;
- the date the tenant's rental agreement terminates if the tenant leaves prior to the termination date;
- the date the landlord learns that the tenant has left the premises, if the tenant leaves after the termination date of the agreement; or
- the date the writ of restitution is executed in an eviction proceeding.

A landlord may withhold from the full amount of the security deposit only reasonable amounts necessary to pay for:

- tenant damage, waste or neglect of the premises;
- unpaid rent for which the tenant is legally responsible;
- amounts the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent; and
- unpaid monthly municipal permit fees assessed against the tenant by the local government.

The landlord is not authorized to withhold any amount for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible for under applicable law.

Amended 2013.

Wis. Stat. § 704.28 (2020)

Wisconsin, Tenant Screening

It is unlawful for any person to discriminate:

- by refusing to rent or to negotiate;
- refusing to permit inspections or exacting different or more stringent prices, terms or conditions for the lease of housing;
- advertising in a way that indicates discrimination by a preference or limitation;
- refusing to renew a lease, causing an eviction of a tenant from rental housing, or engaging in the harassment of a tenant;
- falsely representing that housing is unavailable for inspection, rental or sale; or
- coercing, intimidating, threatening, or interfering with a person's right to engage in real estate transactions.

"Discriminate" means "to segregate, separate, exclude, or treat a person or class of persons unequally because of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, age, or ancestry.

It is unlawful to discriminate against persons with disabilities by segregating, separating, excluding, or treating unequally those with disabilities.

Exception: It is not unlawful to discriminate based on age or family status with respect to housing for older persons, meaning persons over 55 years of age or older.

Amended 2018.

Wis. Stat. § 106.50(2), (2r), (5m) (2020)

Other Provisions Related to Tenant Screening

"A landlord may require a prospective tenant to pay the landlord's actual cost, up to $25, to obtain a consumer credit report on the prospective tenant from a consumer credit reporting agency that compiles and maintains files on consumers on a nationwide basis." The landlord must notify the prospective tenant of the charge before requesting the report and provide the prospective tenant with a copy of the report. The landlord may not require a prospective tenant to pay for a consumer credit report if, before the landlord requests a report, the prospective tenant provides the landlord with a report that is less than 30 days old.

A landlord may require a prospective tenant who is not a Wisconsin resident to pay the landlord's actual cost, up to $25, to obtain a background check on the prospective tenant. The landlord must notify the prospective tenant of the charge before requesting the background check and provide the prospective tenant with a copy of the report.

Enacted 2018.

Wis. Stat. § 704.085 (2020)

Wyoming

Wyoming, Condition of Rental Property

Habitability Requirements

Every owner renting or leasing a residential rental unit must maintain it in "a safe and sanitary condition fit for human habitation," with operational electrical, heating and plumbing, and with hot and cold running water.

In order to protect the health and safety of renters, an owner must:

- only rent a unit if it reasonably safe, sanitary and fit for human occupancy;

- maintain common areas in a sanitary and reasonably fit condition;

- maintain electrical systems, plumbing, heating and hot and cold water; and

- maintain other appliances and facilities as provided in the rental agreement.

  Exception: None of the duties described herein apply to breakage, malfunctions or other conditions not materially affecting the physical health or safety of the ordinary renter.

  Note: Any duty described herein may be assigned to a different party or modified by explicit written agreement signed by both parties.

A renter who is current on all payments who has reasonable cause to believe the unit does not comply with the above requirements may notify the owner in writing of the condition and state the remedial action requested of the owner. Within a reasonable time of receipt of the notice, the owner must either commence corrective action or notify the renter in writing that the owner disputes the claim.

> Exception: The owner need not remedy any condition caused by inappropriate use or misuse of the property by the renter, the renter's family or the renter's guests or invitees.

If the owner fails to respond or correct the condition after a reasonable time, the renter may serve a "notice to repair and correct condition" on the owner, which notice must:

- recite the previous notice served;

- state the number of days that have elapsed since the original notice was served and that under the circumstances that period of time constitutes the reasonable time allowed for a response;

- state the conditions included in the previous notice which have not been corrected;

- demand the uncorrected conditions to be corrected; and

- state that if the owner fails to begin reasonable corrective action within three days, the renter will seek redress in the courts.

If the owner has not corrected or used due diligence to correct the condition following such notice or if the owner has sent notice that the claim is disputed, the renter may commence an action in the circuit court. A renter who establishes the owner's unreasonable refusal to correct or lack of due diligence to correct a condition may be awarded costs, damages, including rent improperly collected, and affirmative relief, including an order terminating the rental agreement or directing the owner to make reasonable repairs. If the agreement is terminated, the renter is entitled to a refund of the balance of rent and the deposit within 30 days of the date the agreement is terminated. The renter must vacate the rental unit no sooner than 10 days nor later than 20 days after the court terminates the agreement.

The owner may also refuse to correct the condition and terminate the rental agreement if the costs of repair exceeds what would be reasonable in light of the rent charged, the nature of the rental property or rental agreement. If the owner intends to so terminate the agreement he must notify the renter within a reasonable time after receipt of the notice of noncompliance and give the renter not less than 10 nor more than 20 days from the date of notice to find substitute housing. If the agreement is terminated, the rent paid must be prorated to the date the renter vacates and any balance must be refunded along with any deposit refund due the renter.

Sections 1-21-1202, -1203 enacted 1999; § 1-21-1206 amended 2004.

Wyo. Stat. Ann. §§ 1-21-1202, -1203, -1206 (LexisNexis 2019)

Provision of Essential Services

No relevant provisions were located.

Repairs

See "Habitability Requirements" above.

Landlord's Right of Entry

A renter may not "[u]nreasonably deny access to, refuse entry to or withhold consent to enter the residential rental unit to the owner, agent or manager for the purpose of making repairs to or inspecting the unit, and showing the unit for rent or sale."

Section enacted 1999.

Wyo. Stat. Ann. § 1-21-1205 (LexisNexis 2019)

Wyoming, Property Management Licensing

Wyoming does not separately license real estate managers.

However, any person who, for compensation, manages real estate is deemed to be engaged in "real estate activity" and must be licensed as either a real estate salesperson or real estate broker or associate broker. For details of the qualifications for these licenses, see **Licensing Requirements and Maintenance Annual Report—Wyoming**.

Exceptions: The real estate licensing laws do not apply to, among others:

- an owner of real estate or to a member of his immediate family or to his regular employees with respect to property owned by him or her, unless the owner, his or her immediate family or employee is a licensee; or

- any person or employee acting as the resident manager for the owner or an employee acting as the resident manager for a responsible broker managing an apartment building, duplex, apartment complex or court, when the resident manager resides on the premises and is engaged in the leasing of property in connection with his or her employment.

Sections amended 2017

Wyo. Stat. Ann. §§ 33-28-102, -103 (LexisNexis 2019)

Registration/Licensing/Certification of Rental Properties

Wyoming does not have a state-level requirement that rental properties be registered, licensed or certified by any regulatory agency.

Wyoming, Reasonable Accommodation

It is unlawful for any person to refuse to rent or negotiate for the rental of, or otherwise make unavailable or deny a dwelling to a renter, or discriminate against any person in the terms, conditions or privileges of rental of residential real property or in the provision of services or facilities in connection with the dwelling because of the disability of:

- that renter or that person;

- a person residing or intending to reside in the dwelling after it is rented; or

- a person associated with that renter or that person.

Such discrimination includes:

- refusal to permit, at the handicapped person's expense, reasonable modifications of existing premises occupied, or to be occupied by that person, if the modifications may be necessary to full enjoyment of the premises, provided the landlord may reasonably condition permission for modifications on the renter's agreement to restore the interior of the premises to the condition existing before modification;

- refusal to make reasonable accommodation in rules, policies, practices or services when it may be necessary to allow the person equal opportunity to enjoy residential real property;

- in connection with a "covered multifamily dwelling," failure to design and construct such property to (a) make the common-use and public-use areas of the dwelling readily accessible to and usable by a person with a disability; (b) allow all doors designed to allow passage into and within all premises within the dwellings to be sufficiently wide to allow passage by a wheelchair; (c) provide an accessible route into and throughout the dwelling; (d) provide light switches, electrical outlets, thermostats and other environmental controls in accessible locations; (e) provide reinforcements in bathroom walls to allow later installation of grab bars; and (f) usable kitchens and bathrooms that allow an individual using a wheelchair to maneuver in the space.

Note: "Covered multi-family dwelling" means: (a) a building with four or more units if the building has one or more elevators; and (b) ground-floor units in other buildings consisting of four or more dwelling units.

Exceptions: The above prohibitions do not apply to:

- a single-family house sold or rented by an owner if: (a) such private individual owner does not own more than three single-family houses at any one time or the owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time; and (b) the house was rented without the use in any manner of the sales or rental facilities or the sales or rental services of any licensed real estate broker, agent or of any person in the business of selling or renting dwellings, or any of their employees, and without the publication, posting or mailing, after notice of any advertisement or written notice in violation of the fair housing

law, provided this exemption applies only to one rental in a 24-month period if the owner was not the most recent resident of the house at the time of the rental; and

- rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner actually resides in one of the living quarters.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or society may limit the rental or occupancy of real property which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color, or national origin.

The above requirements do not require that a dwelling be made available to an individual whose tenancy would be a direct threat to the health or safety of other individuals or whose tenancy would result in substantial damage to the property of others. Any owner may deny or limit rental of housing to persons who have been convicted under federal or Wyoming law of the illegal manufacture or distribution of a controlled substance.

A complaint may be filed with the enforcing authority (i.e., a Wyoming state agency or Wyoming incorporated nonprofit that has been accepted as an enforcing authority in Wyoming by the Department of Housing and Urban Development) by any aggrieved person within one year after the alleged discriminatory housing practice occurred or terminated. An aggrieved person may commence a civil action not later than two years after the occurrence.

Enacted 2015.

Wyo. Stat. §§ 40-26-102 to -145 (as enacted by 2015 Wyo. Laws S.F. 132)

Wyoming, Remedies for Failure to Pay

Recovery of Possession for Failure to Pay Rent

Proceedings for forcible entry and detainer may be brought in the circuit court against renters who fail to pay rent for three days after it is due. In order to commence such an action, the owner must notify the renter, at least three days before commencing the action, to leave the premises.

If the court finds the complaint is true, it will order restitution of the premises to the owner, and the court or jury will find the amount of rent due and payable at the time of the hearing. A judgment for that amount, together with cost and attorney fees as provided by the lease, will be entered and execution will be issued for that amount, separate from the writ of restitution. An officer will execute the writ within two days of receiving it by restoring the owner to possession of the premises, and he will levy and collect the execution for rent and costs. If the renter appeals, he must deposit with the court the rent specified in the judgment in order to perfect the appeal.

Sections 1-21-1001, -1015 amended 2004; § 1-21-1002 amended 2005; § 1-21-1003 amended 1997; § 1-21-1008 amended 2008.

Wyo. Stat. Ann. §§ 1-21-1001, -1002, -1003, -1008, -1015 (LexisNexis 2015)

Abandonment of the Premises

No provisions regarding specific procedures which must be followed when a tenant abandons the leased property before expiration of the lease were located.

Waiver of Right to Terminate for Nonpayment of Rent

No provisions regarding waiver of a landlord's right to terminate a lease for the tenant's failure to pay rent when due were located.

Disposition of Tenant's Property

When an owner regains possession of rental property upon termination of the rental agreement, he may dispose of any trash or property reasonably believed to be hazardous, perishable or valueless

and abandoned. Property remaining in the unit after termination is presumed to be both valueless and abandoned.

Valuable property may be removed from the premises, and the owner must serve the renter with written notice describing the property and stating that it will be disposed of seven days from the date the notice is served if the renter does not, within the seven days, take possession of the property or give the owner written notice of the renter's intent to take possession. If a timely written response from the renter is not received, the property is conclusively deemed abandoned, and the owner may dispose of or retain it.

If the renter timely responds within the seven-day period that he intends to take possession of the property, the property must be held for an additional seven-day period after the response is received. If the renter then fails to take possession during the additional period, the property is conclusively deemed abandoned, and the owner may dispose of or retain it.

The owner is entitled to payment of any storage and removal costs before the renter removes the property. If the owner stores the property himself, he is entitled reasonable storage costs; if it is stored commercially, he is entitled to actual costs.

Section enacted 1999.

Wyo. Stat. Ann. § 1-21-1210 (LexisNexis 2015)

Security Deposits

When a rental agreement is terminated, the owner may apply any money or property held as a deposit to:

- payment of accrued rent;

- damages to the unit beyond reasonable wear and tear;

- cleaning costs to return the unit to the condition at the commencement of the tenancy; and

- other costs provided in the rental agreement.

  Note: The renter remains liable for any damages beyond those covered by the deposit, plus annual interest at 10% on any unpaid amounts. The owner may take any action available to recover damages caused by the renter.

The renter must, within 30 days of the rental agreement's termination, notify the owner of the location where payment and notice may be mailed. The balance of the deposit, without interest, and any prepaid rent, with a written itemization of any deductions from the deposit and the reasons therefor, must be delivered or mailed to the renter within 30 days after termination of the agreement or within 15 days after receipt of the renter's new mailing address, whichever is later. If the unit is damaged, the period is extended by 30 days.

Property or money held separately by the landlord as a utilities deposit must be refunded to the renter within 10 days of a showing by the renter that all utility charges incurred by him have been paid. Absent such a showing within 45 days of termination, the owner must within 15 days thereafter, apply the deposit to the outstanding utility charges incurred by the renter. Any refund must be paid to the renter within seven days thereafter, or within 15 days after receipt of the renter's new mailing address, whichever is later.

If the owner unreasonably fails to comply with the above requirements, the renter may recover the full deposit and costs in a court action. If the court finds for the owner and that the renter acted unreasonably in bringing the action, the owner may be awarded court costs in addition to any other relief.

Sections enacted 1999.

Wyo. Stat. §§ 1-21-1207, -1208, -1211 (LexisNexis 2015)

Wyoming, Tenant Screening

State Fair Housing Requirements

It is an unlawful discriminatory housing practice to, because of race, color, religion, sex, national origin, disability or familial status:

- refuse to rent after the making of a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any person;

- discriminate against a person in the terms, conditions or privileges of rental of a dwelling, or in the furnishing of facilities or services in connection therewith;

- to induce or attempt to induce another to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or person of a particular race, color, religion, sex, national origin, disability or familial status;

- print, publish or make, or cause to printed, published or used, any notice, statement or advertisement with respect to the rental of any dwelling that indicates a preference, limitation, specification or discrimination on the basis of race, color, religion, sex, national origin, disability or familial status or an intention to make such preference, limitation, specification or discrimination; or

- represent that a dwelling is not available for inspection for rental when in fact it is available.

"Familial status" means the fact that a person:

- lives with a minor child and has legal custody;

- lives with a minor child and has written permission to do so from the person who has legal custody of the child;

- is pregnant; or

- in the process of securing legal custody of a minor child.

Exceptions: The above prohibitions do not apply to:

- a single-family house sold or rented by an owner if: (a) such private individual owner does not own more than three single-family houses at any one time or the owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time; and (b) the house was rented without the use in any manner of the sales or rental facilities or the sales or rental services of any licensed real estate broker, agent or of any person in the business of selling or renting dwellings, or any of their employees, and without the publication, posting or mailing, after notice of any advertisement or written notice in violation of the fair housing law, provided this exemption applies only to one rental in a 24-month period if the owner was not the most recent resident of the house at the time of the rental; and

- rooms or units in dwellings containing living quarters occupied or intended to be occupied by not more than four families living independently, if the owner actually resides in one of the living quarters.

A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious association, organization or society may limit the rental or occupancy of real property which it owns or operates for other than commercial purposes to persons of the same religion, or give preference to such persons, if membership in such religion is not restricted on account of race, color, or national origin.

Any owner may deny or limit rental of housing to persons who have been convicted under federal or Wyoming law of the illegal manufacture or distribution of a controlled substance.

Provisions regarding familial status and age do not apply to housing for the elderly as described in Wyo. Code § 40-26-112.

A complaint may be filed with the enforcing authority (i.e., a Wyoming state agency or Wyoming incorporated nonprofit that has been accepted as an enforcing authority in Wyoming by the

Department of Housing and Urban Development) by any aggrieved person within one year after the alleged discriminatory housing practice occurred or terminated. An aggrieved person may commence a civil action not later than two years after the occurrence.

Enacted 2015.

Wyo. Stat. §§ 40-26-102 to -145 (as enacted by 2015 Wyo. Laws S.F. 132)

Other Provisions Related to Tenant Screening

No other provisions related to tenant screening were located, including provisions prohibiting or restricting a landlord's consideration of a potential tenant's financial resources, credit history or credit rating.