



National Center for Healthy Housing

Special Requirements in State Residential Landlord-Tenant Laws

The National Center for Healthy Housing reviewed the state laws dealing with residential landlord-tenant leases in November 2009. North Dakota has no law. Seven states have special requirements for mobile home / manufactured housing parks: Arizona, Colorado, Connecticut, Iowa, Nebraska, Texas, and Washington. SNCHH is still researching the laws for District of Columbia, Illinois, Maryland, Massachusetts, New Jersey, New York, and South Dakota.

NCHH compared the duties of the landlords and the tenants to the Uniform Residential Landlord and Tenant Act. URLTA is a model law developed by the Uniform Law Commission (ULC) in 1972. NCHH found that the following requirements were not in the URLTA and were worthy of additional consideration for states and communities considering strengthening their landlord-tenant laws to make homes healthier and safer.

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Primary Author: Tom Neltner, NCHH

Contributors: Doug Farquhar and Scott Hendrick of National Conference of State Legislatures and Judith Akoto of NCHH.

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Building a healthy home environment for all children

A. Smoke and Carbon Monoxide Alarms

Analysis: Eight states address smoke and/or carbon monoxide alarms in some manner: Alaska, Florida, Indiana, North Carolina, Oregon, Virginia, and Washington. Only Alaska and North Carolina require both alarms.

Regarding smoke alarms, all but Indiana and Virginia require the landlord to act. Indiana and Virginia address only the tenant's duties. North Carolina is unusual because it only requires the tenant to notify the landlord not to maintain the alarms, including replacing batteries. Oregon requires the tenant to test the smoke alarm every six months. Washington requires the landlord to provide tenants with a specific notice about the tenant's responsibilities regarding the smoke alarm as well as other key features in the property's fire safety and protection program.

Regarding carbon monoxide alarms, most of the requirements are recent. North Carolina and Alaska require carbon monoxide alarms and put responsibilities on both the landlord and tenant. North Carolina has detailed requirements. Alaska refers to another statute that provides the details. Virginia and Oregon put duties only on the tenant.

Alaska

34.03.100. Landlord to maintain fit premises

(a) The landlord shall

- (7) provide smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095.

34.03.120. Tenant obligations

(a) The tenant

- (7) shall maintain smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095;

Florida

83.51. Landlord's obligation to maintain premises

- (2) (b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

Indiana

32-31-7-5 Duties of tenant during occupancy

- (6) Ensure that each smoke detector installed in the tenant's rental unit remains functional and is not disabled. If the smoke detector is battery operated, the tenant shall replace batteries in the smoke detector as necessary. If the smoke detector is hard wired into the rental unit's electrical system, and the tenant believes that the smoke detector is not functional, the tenant shall provide notice to the landlord under IC 22-11-18-3.5(e)(2).

Montana

70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation of landlord's liability for failure of smoke detector.

- (1) A landlord:
 - (h) shall install, in accordance with rules adopted by the department of justice, an approved smoke detector in each dwelling unit under the landlord's control.
Upon commencement of a rental agreement, the landlord shall verify that the smoke detector in the dwelling unit is in good working order. The tenant shall maintain the smoke detector in good working order during the tenant's rental period. For purposes of this subsection, an approved smoke detector is a device that is capable of detecting visible or invisible particles of combustion and that bears a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly.
- (5) The landlord is not liable for damages caused as a result of the failure of the smoke detector required under subsection (1)(h).

North Carolina

42-42. Landlord to provide fit premises

- (a) The landlord shall:
 - (5) Provide operable smoke detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval, and install the smoke detectors in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. The landlord shall replace or repair the smoke detectors within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a smoke detector is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke detector at the beginning of a tenancy and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord.
 - (7) Provide a minimum of one operable carbon monoxide detector per rental unit per level, either battery operated or electrical, that is listed by a nationally recognized testing laboratory that is OSHA-approved to test and certify to American National Standards Institute/Underwriters Laboratories Standards ANSI/ UL2034 or ANSI/UL2075, and install the carbon monoxide detectors in accordance with either the standards of the National Fire

Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. A landlord that installs one carbon monoxide detector per rental unit per level shall be deemed to be in compliance with standards under this subdivision covering the location and number of detectors. The landlord shall replace or repair the carbon monoxide detectors within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a carbon monoxide detector is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated carbon monoxide detector at the beginning of a tenancy, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord. A carbon monoxide detector may be combined with smoke detectors if the combined detector does both of the following:

- (i) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke detectors; and
- (ii) emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke.

This subdivision applies only to dwelling units having a fossil-fuel burning heater or appliance, fireplace, or an attached garage. Any operable carbon monoxide detector installed before January 1, 2010, shall be deemed to be in compliance with the provisions of this subdivision.

§ 42-43. Tenant to maintain dwelling unit

(a) The tenant shall:

- (7) Notify the landlord, in writing, of the need for replacement of or repairs to a smoke detector or carbon monoxide detector. The landlord shall ensure that a smoke detector and carbon monoxide detector are operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke detector and battery-operated carbon monoxide detector at the beginning of a tenancy and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord.

Oregon

90.320. Maintenance of unit in habitable condition

(1) A landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if it substantially lacks:

- (j) Safety from fire hazards, including a working smoke alarm or smoke detector, with working batteries if solely battery-operated, provided only at the beginning of any new tenancy when the tenant first takes possession of the premises, as provided in ORS 479.270, but not to include the tenant's testing of the smoke alarm or smoke detector as provided in ORS 90.325 (6); or

90.325. Reasonable use of premises; cleanliness; smoke detectors; behavior

(1) The tenant shall:

(f) Test at least once every six months and replace batteries as needed in any smoke alarm, smoke detector or carbon monoxide alarm provided by the landlord and notify the landlord in writing of any operating deficiencies.

(2) A tenant may not:

(a) Remove or tamper with a smoke alarm, smoke detector or carbon monoxide alarm as described in ORS 479.300 or section 6 of this 2009 Act.

Virginia

Tenant Obligations

§ 55-248.16. Tenant to maintain dwelling unit

A. In addition to the provisions of the rental agreement, the tenant shall:

7. Not remove or tamper with a properly functioning smoke detector installed by the landlord, including removing any working batteries, so as to render the detector inoperative;
8. Not remove or tamper with a properly functioning carbon monoxide detector installed by the landlord, including removing any working batteries, so as to render the carbon monoxide detector inoperative;

Washington

59.18.060. Landlord--Duties

The landlord will at all times during the tenancy keep the premises fit for human habitation, and shall in particular:

(11)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in *RCW 48.48.140. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of *RCW 48.48.140(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:

- (i) Whether the smoke detection device is hard-wired or battery operated;
- (ii) Whether the building has a fire sprinkler system;
- (iii) Whether the building has a fire alarm system;
- (iv) Whether the building has a smoking policy, and what that policy is;
- (v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;
- (vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and
- (vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.

(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses

whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.

- (c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed, and must be provided to current tenants as soon as possible, but not later than January 1, 2004;

59.18.130. Duties of tenant

Each tenant shall pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations, and in addition shall:

- (7) Maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required in *RCW 48.48.140(3);

B. Moisture and Weatherproofing

Analysis: Five states explicitly address moisture and weatherproofing in some form: California, Colorado, Georgia, Virginia and Washington. California and Colorado only require effective waterproofing and weather protection.

Washington has the requirement but goes further and requires that the landlord to give information to the tenant that is either provided by or approved by the state department of health. The information must address mold. Virginia is the only state expressly require the elimination of mold and the accumulation of moisture. It requires the tenant to promptly notify the landlord and the landlord must promptly respond.

Georgia has an unusual requirement that the landlord “notify the prospective tenant in writing of the property's propensity of flooding if flooding has damaged any portion of the living space covered by the lease or attachments.”

California

1941.1. Untenantable dwellings

A dwelling shall be deemed untenantable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health and Safety Code:

- (a) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

Colorado

§ 38-12-505. Uninhabitable residential premises

(1) A residential premises is deemed uninhabitable if it substantially lacks any of the following characteristics:

- (a) Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;

Georgia

44-7-20. Landlords required to give prospective residential tenants written notice of any previous flooding

When the owner of real property, either directly or through an agent, seeks to lease or rent that property for residential occupancy, prior to entering a written agreement for the leasehold of that property, the owner shall, either directly or through an agent, notify the prospective tenant in writing of the property's propensity of flooding if flooding has damaged any portion of the living space covered by the lease or attachments thereto to which the tenant or the tenant's resident relative has sole and exclusive use under the written agreement at least three times during the five-year period immediately preceding the date of the lease. An owner failing to give such notice shall be liable in tort to the tenant and the tenant's family residing on the leased premises for damages to the personal property of the lessee or a resident relative of the lessee which is proximately caused by flooding which occurs during the term of the lease. For purposes of this Code section, flooding is defined as the inundation of a portion of the living space covered by the lease which was caused

by an increased water level in an established water source such as a river, stream, or drainage ditch or as a ponding of water at or near the point where heavy or excessive rain fell. This Code section shall apply only to leaseholds entered into on or after July 1, 1995.

Virginia

55-248.13. Landlord to maintain fit premises

A. The landlord shall:

5. 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 as provided in subdivision A 10 of § 55-248.16;

55-248.16. Tenant to maintain dwelling unit

A. In addition to the provisions of the rental agreement, the tenant shall:

9. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by the tenant;

Washington

59.18.060. Landlord--Duties

The landlord will at all times during the tenancy keep the premises fit for human habitation, and shall in particular:

- (8) Maintain the dwelling unit in reasonably weathertight condition;
- (12) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's web site or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed, and must be provided to current tenants no later than January 1, 2006, or must be posted in a visible, public location at the dwelling unit property beginning July 24, 2005;
- (13) The landlord and his or her agents and employees are immune from civil liability for failure to comply with subsection (12) of this section except where the landlord and his or her agents and employees knowingly and intentionally do not comply with subsection (12) of this section; and

C. Energy Efficiency

Analysis: Minnesota is the only state to expressly require that the landlord take reasonable energy efficiency measures and defines reasonable as an investment that has a ten-year payback. New Mexico has an unusual provision requiring landlords to give tenant's in multi-family housing with separate meters for each unit a copy of the utility bill plus any assigned share of the bill for the common area.

Minnesota

504B.161. Covenants of landlord or licensor

Subdivision 1. Requirements.

(a) In every lease or license of residential premises, the landlord or licensor covenants:

- (3) to make the premises reasonably energy efficient by installing weatherstripping, 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 ten-year period following the incurring of the cost; and

New Mexico

47-8-20. Obligations of owner

F. In multi-unit housing, if there is separate utility metering for each unit, the resident shall receive a copy of the utility bill for his unit upon request made to the owner or his agent. If the unit is submetered, the resident shall then be entitled to receive a copy of the apartment's utility bill. When utility bills for common areas are separately apportioned between units and the costs are passed on to the residents of each unit, each resident may, upon request, receive a copy of all utility bills being apportioned. The calculations used as the basis for apportioning the cost of utilities for common areas and submetered apartments shall be made available to any resident upon request. The portion of the common area cost that would be allocated to an empty unit if it were occupied shall not be allocated to the remaining residents. It is solely the owner's responsibility to supply the items and information in this subsection to the resident upon request. The owner may charge an administrative fee not to exceed five dollars (\$5.00) for each monthly request of the items in this subsection.

D. Crime, Drugs and Gangs

Analysis: Eight states specifically address crime, drugs, and/or gangs in some manner: Alaska, Connecticut, Mississippi, Montana, Ohio, Oklahoma, Rhode Island, and Washington. Safety and security are key elements of a healthy and safe home. Montana is the only state to expressly impose a duty on landlords. It states that the landlord “may not knowingly allow any tenant or other person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured.”

Alaska

34.03.120. Tenant obligations

- (b) The tenant may not knowingly engage at the premises in prostitution, an illegal activity involving a place of prostitution, an illegal activity involving alcoholic beverages, an illegal activity involving gambling or promoting gambling, an illegal activity involving a controlled substance, or an illegal activity involving an imitation controlled substance, or knowingly permit others in the premises to engage in one or more of those activities at the rental premises.

Connecticut

Sec. 47a-11. Tenant's responsibilities.

A tenant shall:

- (h) if judgment has entered against a member of the tenant's household pursuant to subsection (c) of section 47a-26h for serious nuisance by using the premises for the illegal sale of drugs, not permit such person to resume occupancy of the dwelling unit, except with the consent of the landlord.

Mississippi

§ 89-8-25. Obligations of tenant

A tenant shall:

- (i) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency.

Montana

70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation of landlord's liability for failure of smoke detector.

(1) A landlord:

- (b) may not knowingly allow any tenant or other person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured by any of the following:
 - (i) criminal production or manufacture of dangerous drugs, as prohibited by 45-9-110;
 - (ii) operation of an unlawful clandestine laboratory, as prohibited by 45-9-132; or
 - (iii) gang-related activities, as prohibited by Title 45, chapter 8, part 4;

70-24-321. Tenant to maintain dwelling unit.

- (3) A tenant may not engage or knowingly allow any 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 by any of the following:
- (a) criminal production or manufacture of dangerous drugs, as prohibited by 45-9-110;
 - (b) operation of an unlawful clandestine laboratory, as prohibited by 45-9-132; or
 - (c) gang-related activities, as prohibited by Title 45, chapter 8, part 4.

Ohio

5321.05 Obligations of tenant

- (A) A tenant who is a party to a rental agreement shall do all of the following:
- (9) Conduct himself, and require persons in his household and persons on the premises with his consent to conduct themselves, in connection with the premises so as not to violate the prohibitions contained in Chapters 2925. and 3719. of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.

Oklahoma

§ 127. Duties of tenant

The tenant shall at all times during the tenancy:

- 8. Not engage in criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other tenants or is a danger to the premises, and not engage in any drug-related criminal activity on or near the premises either personally or by any member of the tenant's household or any guest or other person under the tenant's control.

Rhode Island

4-18-24. Tenant to maintain dwelling unit

A tenant shall:

- (8) Refrain from using any part of the premises in a manner such as would constitute the maintaining of a narcotics nuisance under the provisions of § 21-28-4.06;
- (9) Refrain from using any part of the premises or any public property adjacent thereto for the manufacture, sale, or delivery of a controlled substance or from possessing on the premises or any public property adjacent thereto with the intent to manufacture, sell, or deliver a controlled substance classified in schedule I or schedule II of chapter 28 of title 21; and
- (10) Refrain from any crime of violence on the premises or on any public property adjacent to said premises. A “crime of violence” means and includes any of the following crimes or an attempt to commit any of the following crimes; murder, manslaughter, arson, rape, sexual assault, mayhem, kidnapping, assault with a dangerous weapon, assault or battery involving grave bodily injury, and a felony assault with intent to commit any offense.

Washington

59.18.130. Duties of tenant

Each tenant shall pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon

tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations, and in addition shall:

(6) Not engage in drug-related activity at the rental premises, or allow a subtenant, sublessee, resident, or anyone else to engage in drug-related activity at the rental premises with the knowledge or consent of the tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

(8) Not engage in any activity at the rental premises that is:

(a) Imminently hazardous to the physical safety of other persons on the premises; and

(b) (i) Entails physical assaults upon another person which result in an arrest; or

(ii) Entails the unlawful use of a firearm or other deadly weapon as defined in RCW 9A.04.110 which results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under RCW 59.18.352.

Nothing in this subsection (8) shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon;

(9) Not engage in any gang-related activity at the premises, as defined in RCW 59.18.030, or allow another to engage in such activity at the premises, that renders people in at least two or more dwelling units or residences insecure in life or the use of property or that injures or endangers the safety or health of people in at least two or more dwelling units or residences. In determining whether a tenant is engaged in gang-related activity, a court should consider the totality of the circumstances, including factors such as whether there have been a significant number of complaints to the landlord about the tenant's activities at the property, damages done by the tenant to the property, including the property of other tenants or neighbors, harassment or threats made by the tenant to other tenants or neighbors that have been reported to law enforcement agencies, any police incident reports involving the tenant, and the tenant's criminal history; and

E. Pest Control and Extermination

Analysis: Four states expressly refer to pest control: Colorado, Florida, New Hampshire, and Washington. Other states indirectly address it by requiring that the property be fit for habitation or that it be clean. Florida is unusual because it expressly addresses termites and bedbugs and put the burden for extermination on the landlord. It also requires the tenant to leave the unit for four days after receiving seven days written notice of a planned extermination.

Colorado

§ 38-12-505. Uninhabitable residential premises

- (1) A residential premises is deemed uninhabitable if it substantially lacks any of the following characteristics:
- (g) Appropriate extermination in response to the infestation of rodents or vermin throughout a residential premises;

Florida

83.51. Landlord's obligation to maintain premises

- (2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:
- 1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

New Hampshire

48-A:14 Minimum Standards Established.

No landlord, as defined by RSA 540-A:1, I, renting or leasing a residential dwelling in a municipality which has not adopted ordinances, codes or bylaws pursuant to this chapter shall maintain those rented premises in a condition in which:

- I. The premises are infested by insects and rodents where the landlord is not conducting a periodic inspection and eradication program;

Washington

59.18.060. Landlord--Duties

The landlord will at all times during the tenancy keep the premises fit for human habitation, and shall in particular:

- (4) Provide 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;

F. Notices and Disclosures

Analysis: Ten states have provisions expressly requiring notice and disclosure from one party to the other: Arizona, Hawaii, Georgia, Maine, Minnesota, Mississippi, New Mexico, North Carolina, and Washington. Four states – Arizona, Hawaii, Mississippi, and North Carolina require the tenant to notify the landlord of problems. In addition to the notices described earlier for As described earlier, four states have unusual requirements. New Mexico requires the landlord to give tenant a copy of the lease. Minnesota requires the landlord to disclose outstanding / unresolved code inspection actions regarding the property. Washington requires that the landlord provide the name and address of the landlord. Maine is the only state to incorporate the federal lead-hazard disclosure requirements into its landlord-tenant law.

Arizona

8. The tenant shall notify the landlord of any situation or occurrence that requires the landlord to provide maintenance, make repairs or otherwise requires the landlord to take action as prescribed in § 33-1324.

§ 38-12-504. Tenant's maintenance of premises

(1) In addition to any duties imposed upon a tenant by a rental agreement, every tenant of a residential premises has a duty to use that portion of the premises within the tenant's control in a reasonably clean and safe manner. A tenant fails to maintain the premises in a reasonably clean and safe manner when the tenant substantially fails to:

- (f) Promptly notify the landlord if the residential premises is uninhabitable as defined in section 38-12-505 or if there is a condition that could result in the premises becoming uninhabitable if not remedied.

Georgia

44-7-20. Landlords required to give prospective residential tenants written notice of any previous flooding

When the owner of real property, either directly or through an agent, seeks to lease or rent that property for residential occupancy, prior to entering a written agreement for the leasehold of that property, the owner shall, either directly or through an agent, notify the prospective tenant in writing of the property's propensity of flooding if flooding has damaged any portion of the living space covered by the lease or attachments thereto to which the tenant or the tenant's resident relative has sole and exclusive use under the written agreement at least three times during the five-year period immediately preceding the date of the lease. An owner failing to give such notice shall be liable in tort to the tenant and the tenant's family residing on the leased premises for damages to the personal property of the lessee or a resident relative of the lessee which is proximately caused by flooding which occurs during the term of the lease. For purposes of this Code section, flooding is defined as the inundation of a portion of the living space covered by the lease which was caused by an increased water level in an established water source such as a river, stream, or drainage ditch or as a ponding of water at or near the point where heavy or excessive rain fell. This Code section shall apply only to leaseholds entered into on or after July 1, 1995.

Hawaii

§ 521-55. Tenant's responsibility to inform landlord

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 or of another tenant to repair, shall be reported by the tenant to the landlord as soon as practicable.

Maine

§ 6030-B. Environmental lead hazards

- 1. Environmental lead hazard disclosure.** A landlord or other lessor of residential property shall provide to potential tenants and lessees a residential real property disclosure statement that includes, but is not limited to, information about the presence or prior removal of lead-based paint in accordance with Title 22, section 1328.
- 2. Application.** The landlord or lessor shall provide the residential real property disclosure statement under subsection 1 when a structure that is part of the real property was built prior to 1978.
- 3. Notification of repairs.** A landlord or other lessor of residential property who undertakes, or who engages someone else to undertake, any repair, renovation or remodeling activity in a residential building built before 1978 that includes one or more units that are rented for human habitation shall give notice of the activity and the risk of an environmental lead hazard pursuant to this subsection.

Minnesota

504B.195. Disclosure required for outstanding inspection and condemnation orders

Subdivision 1. Disclosure to tenant.

- (a) Except as provided in subdivision 3, a landlord, agent, or person acting under the landlord's direction or control shall provide a copy of all outstanding inspection orders for which a citation as been issued, pertaining to a rental unit or common area, specifying code violations issued under section 04B.185, 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:
 - (1) a tenant, either by delivery or by United States mail, postage prepaid, within 72 hours after issuance of the citation;
 - (2) a person before signing a lease or paying rent or a security deposit to begin a new tenancy; and
 - (3) a person prior to obtaining new ownership of the property subject to the order or declaration. The housing inspector shall indicate on the inspection order whether the violation threatens the health or safety of a tenant or prospective tenant.
- (b) If an inspection order, for which a citation has been issued, does not involve code violations that threaten the health or safety of the tenants, the landlord, agent, or person acting under the landlord's control shall post a summary of the inspection order in a conspicuous place in each building affected by the inspection 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. The landlord shall provide a copy of the inspection order for review by a tenant or a prospective tenant as required under this subdivision.

Subd. 2. Penalty. If the landlord, agent, or person acting under the landlord's direction or control violates this section, the tenant is entitled to remedies provided by section 8.31, subdivision 3a, and other equitable relief as determined by the court.

Subd. 3. Exception. A landlord, agent, or person acting under the landlord's direction or control is not in violation of this section if:

- (1) the landlord, agent, or person acting under the landlord's direction or control has received only an initial order to repair;
- (2) the time allowed to complete the repairs, including any extension of the deadline, has not yet expired, or less than 60 days has elapsed since the expiration date of repair orders and any extension or no citation has been issued; or
- (3) the landlord, agent, or person acting under the landlord's direction or control completes the repairs within the time given to repair, including any extension of the deadline.

Mississippi

§ 89-8-25. Obligations of tenant

A tenant shall:

- (g) Inform the landlord of any condition of which he has actual knowledge which may cause damage to the premises;

New Mexico

47-8-20. Obligations of owner

G. The owner shall provide a written rental agreement to each resident prior to the beginning of occupancy.

North Carolina

§ 42-43. Tenant to maintain dwelling unit

(b) The landlord shall notify the tenant in writing of any breaches of the tenant's obligations under this section except in emergency situations.

Washington

59.18.060. Landlord--Duties

- (11)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in *RCW 48.48.140. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of *RCW 48.48.140(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:
 - (i) Whether the smoke detection device is hard-wired or battery operated;
 - (ii) Whether the building has a fire sprinkler system;
 - (iii) Whether the building has a fire alarm system;

- (iv) Whether the building has a smoking policy, and what that policy is;
 - (v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;
 - (vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and
 - (vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.
- (b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.
- (c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed, and must be provided to current tenants as soon as possible, but not later than January 1, 2004;
- (12) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's web site or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed, and must be provided to current tenants no later than January 1, 2006, or must be posted in a visible, public location at the dwelling unit property beginning July 24, 2005;
- (13) The landlord and his or her agents and employees are immune from civil liability for failure to comply with subsection (12) of this section except where the landlord and his or her agents and employees knowingly and intentionally do not comply with subsection (12) of this section; and
- (14) Designate to the tenant the name and address of the person who is the landlord by a statement on the rental agreement or by a notice conspicuously posted on the premises. The tenant shall be notified immediately of any changes by certified mail or by an updated posting. If the person designated in this section does not reside in the state where the premises are located, there shall also be designated a person who resides in the county who is authorized to act as an agent for the purposes of service of notices and process, and if no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered such agent;

G. Occupancy, Access, and Other Agreements

Analysis: Six states expressly incorporate issues regarding occupancy, access, or other agreements: Missouri, Nebraska, New Mexico, Ohio, Utah, and Wyoming. Missouri and Wyoming deal with occupancy limits. Ohio deals with landlord access to the tenant's property. Nebraska and New Mexico require tenants to abide by the condominium association and neighborhood association rules if applicable. Utah is unusual because it refers to smoking tobacco products and requires that the tenant comply with the landlord's rules whether allowed or prohibited.

Missouri

441.630. Duties of occupant

Every occupant of a dwelling unit under the provisions of sections 441.500 to 441.643 shall be responsible to pay all rents due from him or her when such rents become due and to exercise reasonable care:

- (5) Shall not under any circumstances take in additional occupants, sublease, rent or turn over said premises to any persons without the owner's knowledge and consent.

Nebraska

76-1421. Tenant to maintain dwelling unit

The tenant shall:

- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

New Mexico

47-8-22. Obligations of resident

The resident shall:

- H. abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement or neighborhood association not inconsistent with owner's rights or duties; and

Ohio

5321.04 Obligations of landlord

(A) A landlord who is a party to a rental agreement shall do all of the following:

- (7) Not abuse the right of access conferred by division (B) of section 5321.05 of the Revised Code;
 - (8) Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of his intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.
- (B) If the landlord makes an entry in violation of division (A) (8) of this section, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages resulting from

the entry or demands, obtain injunctive relief to prevent the recurrence of the conduct, and obtain a judgment for reasonable attorney's fees, or may terminate the rental agreement.

5321.05 Obligations of tenant

(B) The tenant shall not unreasonably withhold consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for the tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Utah

§ 57-22-5. Renter's duties--Cleanliness and sanitation--Compliance with written agreement— Destruction of property, interference with peaceful enjoyment prohibited

(1) Each renter shall:

- (f) occupy the residential rental unit in the manner for which it was designed, but the renter may not increase the number of occupants above that specified in the rental agreement without written permission of the owner;
- (h) comply with all appropriate requirements of the rental agreement between the owner and the renter, which may include either a prohibition on, or the allowance of, smoking tobacco products within the residential rental unit, or on the premises, or both.

Wyoming

§ 1-21-1204. Renter's duties

(a) Each renter shall:

- (v) Occupy the residential rental unit in the manner for which it was designed and shall not increase the number of occupants above that specified in the rental agreement without written permission of the owner;

H. Other Conditions

Analysis: California and Iowa has two provisions unlike the others. California address inside telephone wiring and Iowa limits that maximum temperature in the water heater to 125 Fahrenheit.

California

§ 1941.4. Residential buildings; lessors' responsibilities; inside telephone wiring

The lessor of a building intended for the residential occupation of human beings shall be responsible for installing at least one usable telephone jack and for placing and maintaining the inside telephone wiring in good working order, shall ensure that the inside telephone wiring meets the applicable standards of the most recent National Electrical Code as adopted by the Electronic Industry Association, and shall make any required repairs. The lessor shall not restrict or interfere with access by the telephone utility to its telephone network facilities up to the demarcation point separating the inside wiring.

“Inside telephone wiring” for purposes of this section, means that portion of the telephone wire that connects the telephone equipment at the customer's premises to the telephone network at a demarcation point determined by the telephone corporation in accordance with orders of the Public Utilities Commission.

Wisconsin

704.06. Water heater thermostat settings

A landlord of premises which are subject to a residential tenancy and served by a water heater serving only that premises shall set the thermostat of that water heater at no higher than 125 degrees Fahrenheit before any new tenant occupies that premises or at the minimum setting of that water heater if the minimum setting is higher than 125 degrees Fahrenheit.

