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**AS AMENDED**

By: Montgomery

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1 so terminate as provided in the notice unless the landlord  
2 adequately remedies the breach within the time specified.

3 B. 1. Except as otherwise provided in ~~this act~~ the Residential  
4 Landlord and Tenant Act, if there is a material noncompliance by the  
5 landlord with any of the terms of the rental agreement or any of the  
6 provisions of Section ~~18 of this act~~ 118 of this title which  
7 noncompliance materially affects health and the breach is remediable  
8 by repairs, the reasonable cost of which is less than One Hundred  
9 Dollars (\$100.00), the tenant may notify the landlord in writing of  
10 his or her intention to correct the condition at the landlord's  
11 expense after the expiration of fourteen (14) days. If the landlord  
12 fails to comply within ~~said~~ fourteen (14) days, or as promptly as  
13 conditions require in the case of an emergency, the tenant may  
14 thereafter cause the work to be done in a workmanlike manner and,  
15 after submitting to the landlord an itemized statement, deduct from  
16 his or her rent the actual and reasonable cost or the fair and  
17 reasonable value of the work, not exceeding the amount specified in  
18 this subsection, in which event the rental agreement shall not  
19 terminate by reason of that breach.

20 2. Except as otherwise provided in this act, if a tenant has  
21 made a deposit for an animal as required by the terms of the rental  
22 agreement and the rental property includes a private outside area  
23 enclosed by a fence, if the landlord is in noncompliance with such  
24 rental agreement by a failure to repair damage to the fence, the

1 tenant may notify the landlord in writing of his or her intention to  
2 correct the condition at the landlord's expense after the expiration  
3 of fourteen (14) days. If the landlord fails to comply within  
4 fourteen (14) days, or as promptly as conditions require in the case  
5 of an emergency, the tenant may thereafter cause the work to be done  
6 in a workmanlike manner and, after submitting to the landlord an  
7 itemized statement, deduct from his or her rent, in an amount not to  
8 exceed fifty percent (50%) of the rental payment, the actual and  
9 reasonable cost or the fair and reasonable value of the work, in  
10 which event the rental agreement shall not terminate by reason of  
11 that breach. If the actual and reasonable cost of the repair  
12 exceeds fifty percent (50%) of the rental payment, the tenant may  
13 deduct an additional amount in a subsequent rental payment or  
14 payments, not to exceed fifty percent (50%) of each payment, until  
15 the cost of the repair is fully reimbursed.

16 C. Except as otherwise provided in ~~this act~~ the Residential  
17 Landlord and Tenant Act, if, contrary to the rental agreement or  
18 ~~Section 18 of this act~~ 118 of this title, the landlord willfully or  
19 negligently fails to supply heat, running water, hot water,  
20 electric, gas or other essential service, the tenant may give  
21 written notice to the landlord specifying the breach and thereafter  
22 may:

23 1. Upon written notice, immediately terminate the rental  
24 agreement; or

1        2. Procure reasonable amounts of heat, hot water, running  
2 water, electric, gas or other essential service during the period of  
3 the landlord's noncompliance and deduct their actual and reasonable  
4 cost from the rent; or

5        3. Recover damages based upon the diminution of the fair rental  
6 value of the dwelling unit; or

7        4. Upon written notice, procure reasonable substitute housing  
8 during the period of the landlord's noncompliance, in which case the  
9 tenant is excused from paying rent for the period of the landlord's  
10 noncompliance.

11        D. Except as otherwise provided in ~~this act~~ the Residential  
12 Landlord and Tenant Act, if there is a noncompliance by the landlord  
13 with the terms of the rental agreement or Section ~~18 of this act~~ 118  
14 of this title, which noncompliance renders the dwelling unit  
15 uninhabitable or poses an imminent threat to the health and safety  
16 of any occupant of the dwelling unit and which noncompliance is not  
17 remedied as promptly as conditions require, the tenant may  
18 immediately terminate the rental agreement upon written notice to  
19 the landlord which notice specifies the noncompliance.

20        E. All rights of the tenant under this section do not arise  
21 until ~~he~~ the tenant has given written notice to the landlord or if  
22 the condition complained of was caused by the deliberate or  
23 negligent act or omission of the tenant, a member of his or her

1 family, ~~his~~ the tenant's animal or pet or other person or animal on  
2 the premises with ~~his~~ the tenant's consent.

3 SECTION 2. This act shall become effective November 1, 2020.

4 COMMITTEE REPORT BY: COMMITTEE ON JUDICIARY  
5 February 18, 2020 - DO PASS AS AMENDED  
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