

THE REVISED UNIFORM RESIDENT LANDLORD – TENANT ACT (RURLTA)

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IREM® Legislative White Paper



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Background

The Uniform Resident Landlord Tenant Act (URLTA) was initially written in 1972 by the Uniform Law Commission (ULC). The ULC, (also known as the National Conference of Commissioners on Uniform State Laws), established in 1892, provides states with non-partisan model legislation in critical areas of state statutory law. The ULC is a non-profit unincorporated association comprised of state commissions on uniform laws from each state, the District of Columbia, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands. All members of ULC are attorneys with various areas of expertise.

The URLTA has no legal standing, but is a suggestion to state legislatures. States are encouraged to adopt the entire Act, but can also opt to modify, add, or delete sections as they wish.

The URLTA established the landlord and tenant relationship based on contract law. This provided both parties with contractual rights and remedies. The goal being to “encourage landlords and tenants to maintain and improve the quality of housing” and to outline the “rights and obligations of landlords and tenants¹.”

¹ <http://www.nchh.org/Portals/0/Uniform%20Law%20Commission%20-%20URLTA.pdf>

The Revised Uniform Resident Landlord- Tenant Act (URLTA)

In 2010, the ULC began considering possible changes to the URLTA. A study committee found 16 areas of the current language that needed to be changed and therefore recommended the Act be rewritten rather than amended. These changes were intended to fill the gaps that the original Act did not cover, as well as address new issues raised by tenants and landlords. The new Revised Uniform Residential Landlord Tenant Act (RURLTA) was approved by the ULC in July, 2015. The following is a synopsis of several of the major revisions in the new act.

(A copy of the full RURLTA can be found at the following website:

http://www.uniformlaws.org/shared/docs/residential%20landlord%20and%20tenant/RURLTA%202015_Final%20Act.pdf)

Warranty of Habitability (Section 302)

In landlord-tenant law, a warranty of habitability was usually implied in a residential lease. The warranty imposes certain duties on a landlord to maintain the premises in a habitable condition. In one of its most notable provisions, the first iteration of the Act laid out requirements that help define warranty of habitability. It outlined many common sense practices that were typically not codified. The URLTA required that a landlord:

- make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- keep all common areas in a clean and safe condition;
- maintain electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in good and safe working order and condition;
- provide and maintain appropriate receptacles for removal of garbage and other waste, and arrange for their removal;
- supply running water and reasonable amounts of hot water at all times and reasonable heat (between October 1 and May 1), except where the law does not require the building to be so equipped, or heat or hot water is generated by an installation controlled by the tenant.

The RURLTA expands this feature to provide further guidance on what constitutes habitability by including the following requirements:²

- Effective waterproofing and weather protection of the roof and exterior walls;
- Reasonable measures to control vermin or exposure to hazardous substances;
- Floor, doors, windows, walls, ceilings, stairs, and railings in good repair;
- Working locks or other security devices on exterior doors and windows;
- Safety equipment (such as carbon monoxide detectors) required by applicable law;
- Requires re-cycling trash receptacles where available.

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http://www.americanbar.org/publications/probate_property_magazine_2012/2014/july_august_2014/2014_aba_rpte_pp_v28_4_article_ahlen_foster_uniform_residential_landlord_tenant_law.html

A landlord and tenant may agree that the tenant is to perform specified repairs, but only under certain circumstances. The agreement must be in writing and signed by both parties. The work being done cannot be to remedy the landlord's noncompliance with building, health, or fire codes or any applicable law. Finally, the work cannot affect the landlord's obligation to another tenant.

In addition to these additions, the RURLTA has expanded the existing language pertaining to plumbing, electricity and other necessary features.

The principals behind the warranty are meant to protect the tenant from a landlord who might allow the property to fall into disrepair to the point of becoming unlivable. A breach of this warranty usually requires more than a one-time offense, with the tenant having to prove habitual neglect.

According to the ULC, all states except Arkansas, have adopted some form of warranty of habitability law. Twenty-two have adopted the warranty using the language in the URLTA; 23 have adopted their own language; and, 4 states plus the District of Columbia recognize an implied warranty through common law.

[Material Noncompliance By Landlord; Termination of Lease \(Section 404\)](#)

If a landlord does not comply with section 302, the tenant may seek to terminate the lease. If the noncompliance interferes with the health or safety of the tenant or immediate family member, and is not remedied within the 5 days allotted by section 401, the tenant may terminate the lease immediately, but not later than 30 days from the date of notice. If the noncompliance interferes with the use and enjoyment of the premises, but not the health or safety of the tenant, the landlord must fix the issue within 14 days. If the landlord is not in compliance within the 14 days, the tenant may give written notice of their intention to terminate the lease. This must be carried out no sooner than 14 days after the landlord's 14 day window to comply. In both cases, the tenant is able to recover actual damages incurred. Also, the landlord must return any unearned rent and the security deposit minus applicable deductions.

[Death of a Tenant \(Section 803\)](#)

Another new addition to the RURLTA covers the death of a tenant. Upon the death of a tenant, the landlord or a representative of the tenant may terminate the lease. However, if the tenant dies and lived with a spouse or partner, the spouse or partner may assume the lease whether they were on the initial lease or not.

[Retaliatory Eviction \(Sections 901-904\)](#)

In an effort to make URLTA enforceable, it was deemed necessary to protect tenants from landlord retaliation. Under the RURLTA, these protections have been expanded to cover: good faith complaints to a government agency responsible for enforcing housing laws or wage, price, or rent controls; pursuing a legal action against the landlord; or testifying against the landlord in court. Any allegations may be rebutted by a preponderance of the evidence showing that the landlord's actions were not meant to be retaliatory.

Abandoned Property (Sections 1001-1003)

When a tenant is evicted, the lease ends, or the tenant abandons the premises, they may leave personal property behind. The RURLTA allows the landlord to charge the tenant for all costs incurred in removing and storing the abandoned personal property. After a 15 day waiting period, if the property is valued at less than \$1000, the landlord may dispose of it as they see fit. If it is over \$1000, they can sell it in a “commercially reasonable” way and apply the credit any proceeds to towards the tenant’s security deposit.

Domestic Violence (Sections 1101-1109)

Section 1101-1104

Some of the most impactful additions to the revised act are the domestic violence provisions. Domestic violence was not addressed in the previous version, but following trends in states and with the reauthorization of the Violence Against Women Act at the federal level, it was added to the revised edition. The Revised Uniform Residential Landlord Tenant Act (RURLTA) allows for early termination of a lease if the tenant is a victim of domestic violence by a “perpetrator” (the person committing the act of domestic violence).

Under the RURLTA, a tenant could seek early termination if the perpetrator is living with the tenant or knows where the tenant lives. A victim may terminate their lease by providing the landlord with any of the following: (1) a copy of a court order restraining the perpetrator from contact with the tenant or immediate family member, (2) a copy of the perpetrator’s conviction for an act of domestic violence against the tenant or immediate family member, or (3) a written verification signed by the tenant and an attesting third party to include a law enforcement official, licensed health-care professional, victim advocate, or victim-services provider.³

If a tenant does choose to terminate the lease, they cannot be held accountable for rent lost on the remainder of their lease. Also, the lease only terminates for the victim, not for any co-tenants (including the perpetrator, if he/she is a co-tenant). The landlord may also recover actual damages from the perpetrator for any lease terminated under this provision – even if the perpetrator is not a cotenant.

Conversely, if the tenant is the perpetrator, the landlord can terminate his or her lease in the interest of keeping the community safe. However, if the landlord terminates the lease of a perpetrator in the interest of keeping the community and their property safe, the landlord may seek damages to recover any costs arising from the termination.

Section 1105

If the tenant or an immediate family member has been a victim of domestic violence, and the tenant has “reasonable fear” that the abuser or someone on the abuser’s behalf may try to enter the unit, the tenant may change the lock or other security devices without the landlord’s consent. If the tenant does decide to do this, they are required to give a key or other means of access to the landlord as well as all other tenants residing in the unit, with the exception of the perpetrator. Also, all costs associated with doing so are the responsibility of the tenant.

³ RURLTA § 1103

The landlord may choose to rekey or change the locks a second time in order to “ensure compatibility with the landlord’s master key or other means of access or otherwise accommodate the landlord’s reasonable commercial needs”⁴. This would also be done at the expense of the tenant. If the perpetrator is a party to the lease, the locks may only be changed with a court order, with the exception of an ex-parte order, that explicitly requires them to vacate the unit or to not have contact with the tenant. In this case, a copy of the key must be given to the landlord. Finally, the perpetrator may not recover any damages from either the tenant or the landlord that are a result of actions in compliance with this section.

Section 1106

If the perpetrator is issued a court order (other than an ex-parte order) to vacate the unit, neither the landlord nor the remaining tenant are required to allow him or her entry to the unit without a law enforcement officer present or provide them with any means of access to the unit. Also, under these circumstances, the perpetrator’s interest in the lease is terminated. Both the landlord and the remaining tenant may recover any damages that result from early termination of the lease.

The URLTA also did not deal with the issue of prepaid rents. Landlords may choose to accept prepaid rent from tenants for a variety of reasons, including from those who otherwise would not qualify for a lease if they could not prepay rent.

The revised Act RURLTA places a limit on how much a landlord can collect in deposits. A landlord may only collect a maximum equal to two (2) months’ rent in addition to the first month’s rent. This would also prohibit prepaid rent over this threshold. This does not include other fees such as for pets, application fees, or cleaning.⁵

[Security Deposits \(Sections 1201-1205\) and Prepaid Rent](#)

The original URLTA did not address the nature of security deposits. Courts have categorized security deposits in three different ways: trusts; a pledge; and as debts. If seen as a trust, the landlord must invest the security deposit in the best interest of the tenant, they cannot commingle the deposit with personal funds, and the landlord must forward any interest gained onto the tenant. If the deposit is considered a pledge, the funds may be commingled and the landlord is under no obligation to invest it, but, if they do, all interest must be passed onto the tenant. Finally, if viewed as a debt, the tenant retains no interest in the deposit. They are only entitled to have the amount returned to them as per the terms of the lease contract.

Under the RURLTA, security deposits are viewed as a security interest. This is beneficial to both the landlord and the tenant in several ways. The landlord is given priority over the tenant’s other creditors if the tenant should file for bankruptcy. The deposit is still considered an asset of the tenant and therefore cannot be taken by the landlord’s creditors. However, the landlord’s creditors may claim the deposit, but may only collect it in the same way the landlord would per the conditions of the lease.⁶

⁴ RURLTA § 1105

⁵ RURLTA § 1201

⁶ RURLTA § 1202

The RURLTA does not allow for comingling of security deposits with the landlord’s other funds whether they be business or personal. However, a landlord can comingle security deposits from different tenants.⁷

IREM’s Work on RURLTA

IREM government affairs staff participated as an observer during the revision process of the Uniform Residential Landlord Tenant Act. IREM applauds the ULC for including language pertaining to domestic violence as well as greater flexibility being afforded to landlords disposing of tenant’s property. However, the language to limit prepaid rent is a cause for concern. The RURLTA’s two month limit on combined prepaid rent and security deposit could potentially discourage landlords from renting to applicants with poor credit, but who do have the ability to pay several months of rent in advance. With many citizens emerging from the recovering housing crisis with damaged credit, this provision could hurt both landlords and applicants.

Status of ULTA by State

Uniform Residential Landlord and Tenant Act – 21 states have adopted the URLTA in its entirety		
Alabama	Kansas	Oregon
Alaska	Kentucky	Rhode Island
Arizona	Michigan	South Carolina
Connecticut	Mississippi	Tennessee
Florida	Montana	Virginia
Hawaii	Nebraska	Washington
Iowa	New Mexico	
	Oklahoma	

⁷ RURLTA § 1203