

/* We continue with the Landlord tenant act */

liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith.

/* Many landlords put clauses in their leases that limit the tenant's rights to go after the landlord. These are likely to be found even though the landlord knows that they are not enforceable because people use old forms, or try to bluff their way into convincing the tenant that a clause that says the landlord doesn't have to fix anything or do anything other than collect rent is lawful. */

(b) A provision prohibited by subsection (a) included in an agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him to be prohibited, the tenant may recover in addition to actual damages an amount up to [3] month's periodic rent and reasonable attorney's fees.

Section 2.101. Security Deposits; Prepaid Rent

(a) A landlord may not demand or receive security, however denominated, in an amount or value in excess of ____ month[s] periodic rent.

/* The model code suggests ONE month. This will probably become a de facto standard for all states*/

(b) Upon termination of the tenancy property or money held by the landlord as security may be applied to the payment of the accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with Section 3.101 all as itemized with the amount due [14] days after termination of the tenancy and delivery of possession and demand by the tenant.

(c) If the landlord fails to comply with subsection (b) or if he fails to return any prepaid rent required to be paid to the tenants under this Act the tenant may recover the property and money due him together with damages in an amount equal to [twice] the amount wrongfully withheld and reasonable attorney's fees.

(d) This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this Act.

(e) The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

/* Thus, if the property is sold or foreclosed, the party who buys it gets to return the deposit. The same is true on a change of managers. */

2.102 Disclosure

(a) A landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of

(1) the person authorized to manage the premises; and

(2) an owner of the premises or a person authorized to act for on or behalf of the owner for the purpose of the service of process and receiving and receipting for notices and demands.

(b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.

(c) A person who fails to comply with subsection (a) becomes an agent of each person who is a landlord for:

(1) service of process and receiving and receipting for notice and demands; and

(2) performing the obligations of the landlord under this Act and under the rental agreement and expending or making available for the purpose all rent collected from the premises.

Section 2.103 Landlord to Deliver Possession of Dwelling Unit

At the commencement of the term a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and Section 2.104. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in Section 4.301(c).

Section 2.104 Landlord to Maintain Premises

(a) A landlord shall:

(1) comply with the requirements of applicable building and housing codes materially affecting health and safety;

(2) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

(3) keep all common areas of the premises in a clean and safe condition;

/* The term "safe" does not speak to safe from criminals. What the Courts have interpreted this to refer to is physical defects in the premises such as broken sidewalks. */

(4) maintain in good and safe working condition all

electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;

(5) 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

(6) supply running water and reasonable amounts of hot water at all times and reasonable heat [between October 1 and May 1] 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 and hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

(b) If the duty imposed by paragraph (1) of subsection (a) is greater than any duty imposed by any other paragraph of that subsection, the landlord's duty shall be determined by reference to paragraph (1) of subsection (a).

(c) The landlord and tenant of a single family residence may agree in writing that the tenant perform the landlord's duties specified in paragraphs (5) and (6) 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.

(d) 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, or remodeling only if

(1) 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;

(2) the work is not necessary to cure noncompliance with subsection (a)(1) of this section; and

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

(e) The landlord may not treat performance of the separate agreement described in subsection (d) as a condition to any obligation or performance of any rental agreement.

Section 2.105 Limitation of liability

(a) Unless otherwise agreed, a landlord who conveys premises that include a dwelling until subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of a liability under the rental agreement and this Act as to events occurring after written notice to the tenant of the conveyance.

However, he remains liable to the tenant for all security recoverable by the tenant under Section 2.101 and all prepaid rent.

(b) Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and this Act as to events occurring after written notice to the tenant of the termination of his management.

Section 3.101 Tenant to Maintain Dwelling Unit

A tenant shall:

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

(2) keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;

(3) dispose from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;

(4) keep all plumbing fixtures in the dwelling unit used by the tenant as clear as their condition permits;

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

(6) not deliberately or negligently destroy, deface, impair, or remove any part of the premises or knowingly permit any person to do so; and

(7) conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

/* This section above is the one that gives landlords the right to dispossess those playing extraordinarily loud music.*/

Section 3.102 Rules and Regulations

(a) A landlord from time to time, may adopt a rule or regulation, however described, concerning the tenant's use and occupancy of the premises. It is enforceable against the tenant only if

(1) its purpose is to promote the convenience, safety, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenant's generally;

/* Landlords rules on the access to the laundry facilities, pools, tennis courts or other amenities fall under this section.*/

(2) it is reasonably related to the purpose of which it is adopted;

(3) it applies to all tenants in the premises in a fair manner;

(4) it is sufficiently explicit in its prohibitions, direction, or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply;

(5) it is not for the purpose of evading the obligations of the landlord; and

(6) the tenant has notice of it at the time he enters into the rental agreement, or when it is adopted.

/* Thus the landlord must give a set of the rules to the tenant when entering into the lease. */

(b) If a rule or regulation is adopted after the tenant enters into the rental agreement that works a substantial modification of his bargain it is not valid unless the tenant consents to it in writing.

Section 3.103 Access

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to actual or prospective purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord may enter into the dwelling unit without consent of the tenant in case of emergency.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord shall give the tenant at least [two] days notice of his intent to enter and may enter only at reasonable times.

/* This is a very important right for the tenant and limitation on the right of the landlord. */

Section 3.104 Tenant to Use and Occupy

Unless otherwise agreed, a tenant shall comply his dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises [in excess of 7 days] no later than the

first day of the extended absence.

Section 4.101- Noncompliance by the landlord.

(a) Except as provided in this Act, if there is a material non-compliance by the landlord with the rental agreement or a noncompliance with Section 2.104 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 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 shall terminate as provided in the notice subject to the following:

(2) If the breach is remedied by repairs, the payment of damages or otherwise and the landlord adequately remedies the breach before the date specified in the notice, and the rental agreement shall not terminate because of the breach.

(3) The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

(b) Except as provided in this Act, the tenant may recover actual damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or Section 2.104. If the landlord's noncompliance is willful the tenant may recover reasonable attorney's fees.

(c) The remedy provided in subsection (b) is in addition to any right of the tenant arising under Section 4.101(a).

(d) If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant under Section 2.101 and all prepaid rent.

Section 4.102 Failure to Deliver Possession

(a) If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in Section 2.103, rent abates until possession is delivered and the tenant may

(1) terminate the rental agreement upon at least 5 days written notice to the landlord and termination the landlord shall return all prepaid rent and security; or

(2) demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the actual damages sustained by him.

(b) If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that

person an amount not more than [3] months' periodic rent or [threefold] the actual damages sustained, whichever is greater, and reasonable attorney's fees.

Section 4.103 Self-Help For Minor Defects

(a) If the landlord fails to comply with the rental agreement or Section 2.104, and the reasonable cost of compliance is less than [\$ 100], or an amount equal to [one-half] the periodic rent whichever amount is greater, the tenant may recover damages for the breach under Section 4.101(b) or may notify the landlord of his intention to correct the condition at the landlord's expense. If the landlord fails to comply within [14] days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may cause the work to be done in a workmanlike manner and, after submitting to the landlord an itemized statement, deduct from his rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection.

/* This statute is continued in Section 3, of the Uniform Landlord Tenant Act. */