HB1141_L.003

HOUSE COMMITTEE OF REFERENCE AMENDMENT

Committee on Business Affairs & Labor.

HB20-1141 be amended as follows:

Amend printed bill, page 3, line 11, strike "TENANT AS A RESULT OF THE TENANT'S" and substitute "TENANT OR HOME OWNER AS A RESULT OF THE TENANT'S OR HOME OWNER'S".

Page 3, line 13, strike "TENANT." and substitute "TENANT OR HOME OWNER.".

Page 3, line 15, after "unit" insert "OR MOBILE HOME SPACE".

Page 3, line 17, strike "tenant or members of ~~his~~ THE TENANT'S" and substitute "tenant OR HOME OWNER or members of ~~his~~ THE TENANT'S OR HOME OWNER'S".

Page 4, line 18, strike "(1)" and substitute "(1), (3), (4), and (7)".

Page 5, line 19, after "OF THE" insert "TENANT'S OR".

Page 5, after line 27, insert:

"(3) (a) The willful retention of a security deposit in violation of this section ~~shall render~~ RENDERS a landlord liable for treble the amount of that portion of the security deposit wrongfully withheld from the tenant OR HOME OWNER, together with reasonable attorney fees and court costs; except that the tenant ~~has the obligation to~~ OR HOME OWNER MUST give notice to the landlord of ~~his~~ THE TENANT'S OR HOME OWNER'S intention to file legal proceedings ~~a minimum of~~ AT LEAST seven days ~~prior to~~ BEFORE filing ~~said~~ THE action.

(b) In any court action brought by a tenant OR HOME OWNER under this section, the landlord ~~shall bear~~ BEARS the burden of proving that ~~his~~ THE LANDLORD'S withholding of the security deposit or any portion of it was not wrongful.

(4) Upon cessation of ~~his~~ A PERSON'S interest in ~~the~~ A dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the person in possession of the security deposit, including but not limited to the landlord, ~~his~~ THE LANDLORD'S agent, or ~~his~~ THE LANDLORD'S executor, shall, within a reasonable time:

(a) Transfer the funds, or any remainder after lawful deductions under subsection (1) of this section, to the landlord's successor in interest and notify the tenant OR HOME OWNER by mail of ~~such~~ THE transfer and of the transferee's name and address; or

(b) Return the funds, or any remainder after lawful deductions under subsection (1) of this section, to the tenant OR HOME OWNER.

1 (7) Any provision, whether oral or written, in or pertaining to a
2 rental agreement whereby any provision of this section for the benefit of
3 a tenant OR HOME OWNER or members of ~~his~~ THE TENANT'S OR HOME
4 OWNER'S household is waived ~~shall be deemed to be~~ IS against public
5 policy and ~~shall be~~ void.".

6 Page 6, line 23, after "TENANT" insert "OR HOME OWNER".

7 Page 6, line 25, strike "TENANT," and substitute "TENANT OR HOME
8 OWNER,".

9 Page 7, line 7, after "DEPOSIT" insert "AFTER THE EXPIRATION OF THE
10 TENANT'S OR HOME OWNER'S TENANCY".

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