

HOUSE COMMITTEE OF REFERENCE REPORT

February 15, 2019

Chair of Committee

Date

Committee on Public Health Care & Human Services.

After consideration on the merits, the Committee recommends the following:

HB19-1170 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

- 1 Amend printed bill, page 4, line 22, after "**add**" insert "(2.3) and".
- 2 Page 5, line 3, after "received" insert "REASONABLY COMPLETE".
- 3 Page 5, after line 12 insert:
 - 4 "(2.3) A TENANT WHO GIVES ELECTRONIC NOTICE OF A CONDITION
 - 5 AS DESCRIBED IN SUBSECTION (2)(b) OF THIS SECTION SHALL RETAIN
 - 6 SUFFICIENT PROOF OF DELIVERY, INCLUDING BUT NOT LIMITED TO AN
 - 7 ELECTRONIC RECEIPT OF DELIVERY OR A CERTIFICATE OF SERVICE
 - 8 PREPARED BY THE SENDER CONFIRMING THE ELECTRONIC DELIVERY."
- 9 Page 5, line 20, after "(4)" insert "(a)".
- 10 Page 5, strike lines 24 through 27 and substitute "TENANT, SHALL ~~move~~
11 ~~a~~ PROVIDE THE tenant: to
 - 12 (I) A comparable DWELLING unit, ~~after paying the reasonable~~
13 ~~costs, actually incurred, incident to the move.~~ AS SELECTED BY THE
 - 14 LANDLORD, AT NO EXPENSE OR COST TO THE TENANT; OR
 - 15 (II) A HOTEL ROOM, AS SELECTED BY THE LANDLORD, AT NO
 - 16 EXPENSE OR COST TO THE TENANT.
 - 17 (b) A LANDLORD IS NOT REQUIRED TO PAY FOR ANY OTHER
 - 18 EXPENSES OF A TENANT THAT ARISE AFTER THE RELOCATION PERIOD. A
 - 19 TENANT CONTINUES TO BE RESPONSIBLE FOR PAYMENT OF RENT UNDER
 - 20 THE RENTAL AGREEMENT DURING THE PERIOD OF ANY TEMPORARY

1 RELOCATION AND FOR THE REMAINDER OF THE TERM OF THE RENTAL
2 AGREEMENT FOLLOWING THE REMEDIATION."

3 Page 6, strike lines 1 through 4.

4 Page 7, strike line 23 and substitute:

5 "(3) Unless THE RENTAL AGREEMENT PROVIDES otherwise stated
6 in AS PERMITTED BY section 38-12-506, ~~prior to being~~".

7 Page 7, line 24, strike "BEFORE" and substitute "BEFORE".

8 Page 7, line 27, after "**repeal**" add "**and reenact, with amendments,**".

9 Page 8, strike lines 2 through 27 and substitute:

10 "**38-12-506. Exception for certain single-family residences.**

11 (1) FOR A SINGLE-FAMILY RESIDENCE PREMISES FOR WHICH A LANDLORD
12 DOES NOT RECEIVE A SUBSIDY FROM ANY GOVERNMENTAL SOURCE, A
13 LANDLORD AND TENANT MAY AGREE IN WRITING THAT THE TENANT IS TO
14 PERFORM SPECIFIC REPAIRS, MAINTENANCE TASKS, ALTERATIONS, AND
15 REMODELING NECESSARY TO COMPLY WITH SECTION 38-12-503, SUBJECT
16 TO THE FOLLOWING REQUIREMENTS:

17 (a) THE AGREEMENT OF THE LANDLORD AND TENANT IS ENTERED
18 INTO IN GOOD FAITH AND IS SET FORTH IN A WRITING THAT IS SEPARATE
19 FROM THE RENTAL AGREEMENT, SIGNED BY THE PARTIES, AND SUPPORTED
20 BY ADEQUATE CONSIDERATION; AND

21 (b) THE TENANT HAS THE REQUISITE SKILLS TO PERFORM THE
22 WORK REQUIRED TO COMPLY WITH SECTION 38-12-503 (1).

23 (2) TO THE EXTENT THAT PERFORMANCE BY A TENANT RELATES TO
24 A CHARACTERISTIC SET FORTH IN SECTION 38-12-505 (1), THE TENANT
25 ASSUMES THE OBLIGATION FOR THE CHARACTERISTIC, AND THE LACK OF
26 THE CHARACTERISTIC DOES NOT MAKE THE RESIDENTIAL PREMISES
27 UNINHABITABLE."

28 Page 9, strike lines 1 through 14.

29 Page 10, line 26, after "ONE" insert "GOOD-FAITH".

30 Page 11, line 11, after "MORE" insert "GOOD-FAITH".

31 Page 11, line 20, strike "TENANT." and substitute "TENANT AND SHALL
32 COMMENCE WORK TO REPAIR OR REMEDY THE CONDITION AS SOON AS

1 REASONABLY POSSIBLE."

2 Page 13, strike lines 18 through 25 and substitute:

3 "(X) IF A COURT FINDS THAT A TENANT HAS WRONGFULLY
4 DEDUCTED RENT, THE COURT SHALL AWARD THE LANDLORD AN AMOUNT
5 OF MONEY EQUAL TO THE AMOUNT WRONGFULLY WITHHELD. IF THE COURT
6 FINDS THAT THE TENANT ACTED IN BAD FAITH, THE COURT SHALL AWARD
7 THE LANDLORD POSSESSION OF THE PREMISES AND AN AMOUNT OF MONEY
8 EQUAL TO DOUBLE THE AMOUNT WRONGFULLY WITHHELD."

9 Page 13, strike lines 26 and 27 and substitute:

10 "(3) NOTWITHSTANDING SUBSECTION (1) OF THIS SECTION:

11 (a) IF THE SAME CONDITION THAT SUBSTANTIALLY CAUSED A
12 BREACH OF THE WARRANTY OF HABITABILITY RECURS WITHIN SIX MONTHS
13 AFTER THE CONDITION IS REPAIRED OR REMEDIED, OTHER THAN A BREACH
14 OF SECTION 38-12-505 (1)(b)(I), THE TENANT MAY TERMINATE THE
15 RENTAL AGREEMENT FOURTEEN DAYS AFTER PROVIDING THE LANDLORD
16 WRITTEN OR ELECTRONIC NOTICE OF THE TENANT'S INTENT TO DO SO. THE
17 NOTICE MUST INCLUDE A DESCRIPTION OF THE CONDITION AND THE DATE
18 OF THE TERMINATION OF THE RENTAL AGREEMENT.

19 (b) IF THE SAME CONDITION THAT SUBSTANTIALLY CAUSED A
20 BREACH OF THE WARRANTY OF HABITABILITY RECURS WITHIN SIX MONTHS
21 AFTER THE CONDITION IS REPAIRED OR REMEDIED, AND THE CONDITION IS
22 A BREACH OF SECTION 38-12-505 (1)(b)(I), THE TENANT MAY TERMINATE
23 THE RENTAL AGREEMENT FOURTEEN DAYS AFTER PROVIDING THE
24 LANDLORD WRITTEN OR ELECTRONIC NOTICE OF THE TENANT'S INTENT TO
25 DO SO. THE NOTICE MUST INCLUDE A DESCRIPTION OF THE CONDITION AND
26 THE DATE OF THE TERMINATION OF THE RENTAL AGREEMENT. HOWEVER,
27 IF THE LANDLORD REMEDIES THE CONDITION WITHIN FOURTEEN DAYS
28 AFTER RECEIVING THE NOTICE, THE TENANT MAY NOT TERMINATE THE
29 RENTAL AGREEMENT."

30 Page 14, strike lines 1 through 6.

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