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:

   "(2.3) A TENANT WHO GIVES ELECTRONIC NOTICE OF A CONDITION AS DESCRIBED IN SUBSECTION (2)(b) OF THIS SECTION SHALL RETAIN SUFFICIENT PROOF OF DELIVERY, INCLUDING BUT NOT LIMITED TO AN ELECTRONIC RECEIPT OF DELIVERY OR A CERTIFICATE OF SERVICE PREPARED BY THE SENDER CONFIRMING THE ELECTRONIC DELIVERY."

4 Page 5, line 20, after "(4)" insert "(a)".

5 Page 5, strike lines 24 through 27 and substitute "TENANT, SHALL move to PROVIDE the tenant: to

   (I) A comparable DWELLING unit, after paying the reasonable costs, actually incurred, incident to the move. AS SELECTED BY THE LANDLORD, AT NO EXPENSE OR COST TO THE TENANT; OR

   (II) A HOTEL ROOM, AS SELECTED BY THE LANDLORD, AT NO EXPENSE OR COST TO THE TENANT.

   (b) A LANDLORD IS NOT REQUIRED TO PAY FOR ANY OTHER EXPENSES OF A TENANT THAT ARISE AFTER THE RELOCATION PERIOD. A TENANT CONTINUES TO BE RESPONSIBLE FOR PAYMENT OF RENT UNDER THE RENTAL AGREEMENT DURING THE PERIOD OF ANY TEMPORARY
RELOCATION AND FOR THE REMAINDER OF THE TERM OF THE RENTAL AGREEMENT FOLLOWING THE REMEDIATION.

Page 6, strike lines 1 through 4.

Page 7, strike line 23 and substitute:

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

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

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

Page 8, strike lines 2 through 27 and substitute:

"38-12-506. Exception for certain single-family residences.
(1) For a single-family residence premises for which a landlord does not receive a subsidy from any governmental source, a landlord and tenant may agree in writing that the tenant is to perform specific repairs, maintenance tasks, alterations, and remodeling necessary to comply with section 38-12-503, subject to the following requirements:
(a) The agreement of the landlord and tenant is entered into in good faith and is set forth in a writing that is separate from the rental agreement, signed by the parties, and supported by adequate consideration; and
(b) The tenant has the requisite skills to perform the work required to comply with section 38-12-503 (1).
(2) To the extent that performance by a tenant relates to a characteristic set forth in section 38-12-505 (1), the tenant assumes the obligation for the characteristic, and the lack of the characteristic does not make the residential premises uninhabitable."

Page 9, strike lines 1 through 14.

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

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

Page 11, line 20, strike "TENANT," and substitute "TENANT AND SHALL COMMENCE WORK TO REPAIR OR REMEDY THE CONDITION AS SOON AS
(X) IF A COURT FINDS THAT A TENANT HAS WRONGFULLY DEDUCTED RENT, THE COURT SHALL AWARD THE LANDLORD AN AMOUNT OF MONEY EQUAL TO THE AMOUNT WRONGFULLY WITHHELD. IF THE COURT FINDS THAT THE TENANT ACTED IN BAD FAITH, THE COURT SHALL AWARD THE LANDLORD POSSESSION OF THE PREMISES AND AN AMOUNT OF MONEY EQUAL TO DOUBLE THE AMOUNT WRONGFULLY WITHHELD.

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


Page 14, strike lines 1 through 6.

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