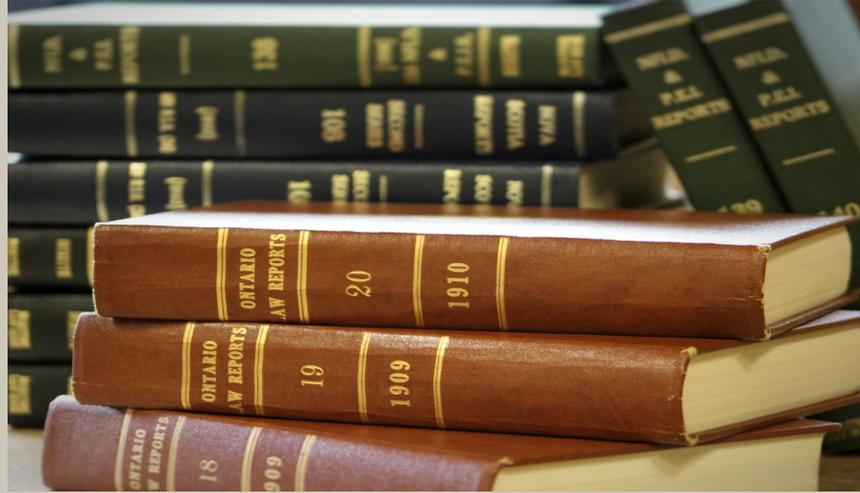


Residential Landlord Tenant Act of 1977

CHAPTERS 70-24, 25, 26 & 33



Chapter 70-24-101 through 442

70-24-103 Review

- **"Abandon"** means to give up possession of the premises.
- **"Action"** includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined.
- **"Actual and reasonable cost"** means the actual amount of expenses.
- **"Case of emergency"** means an extraordinary occurrence beyond the tenant's control requiring immediate action.
- **"Dwelling unit"** means a structure or the part of a structure that is used as a home.
- **"Guest"** means a person staying with a tenant for a temporary period of time.
- **"Landlord"** means:
 - The owner of the dwelling unit or the building of which it is a part.
 - A person who has written authorization from the owner to act as the owner's agent or assignee for purposes related to the premises or the rental agreement.

70-24-103 Review Cont.

- A lessor who has written authorization from the owner of the premises to sublease the premises.
- **"Owner"** means one or more persons, jointly or severally, in whom is vested all or part of:
 - The legal title to property.
 - **"Premises"** means a dwelling unit and the structure of which it is a part
 - **"Rent"** means all payments to be made.
 - **"Tenant"** means:
 - (a) A person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others; or
 - A person who, with the written approval of the landlord

70-24-103 Review Cont.

- "Unauthorized person or trespasser" means
 - Enters or remains after being asked to leave
 - Is in violation of 45-6-201 (enter or remain unlawfully);
 - Is in violation of 45-6-203 (criminal trespass to property); or
 - Is in violation of 70-27-102 (guilty of a forcible entry)

70-24-104 & 105 Review

- Exclusions of this Chapter:
 - Residence at a public or private institution.
 - Occupancy under a contract of sale.
 - Occupancy by a member of a fraternal or social organization.
 - Transient occupancy in a hotel or motel.
 - Occupancy by an owner of a condominium.
 - Occupancy under a rental agreement primarily for commercial or agricultural purposes.
 - Occupancy by an employee of a landlord.
 - Occupancy outside a municipality for hunting, fishing, or agricultural privileges.

70-24-108 Review

- This chapter applies to, regulates, and determines rights, obligations, and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.
- Notice is:
 - Actual knowledge.
 - Delivered at the place of business.
 - It is transmitted to an electronic mail address
 - Complete on read receipt
 - Delivered in hand or mailed with a certificate of mailing or by certified mail
 - Notice is considered 3 days after the date of mailing.

70-24-109, 110 & 113 Review

- A landlord may not prevent a tenant or a guest of a tenant from possessing on the premises
 - The Firearm must be legal for the tenant to possess.
- A landlord may prohibit the discharge of a firearm on the premises except in self-defense.
- An unauthorized person has no legal right to enter or occupy.
- Authorization means signing into a lease agreement or verbal authorization from the landlord.

70-24-114 Review

- Prohibited under 70-24-114 (2):
 - Deny reasonable accommodation request for support animal.
 - May not request info that discloses diagnosis or medical records of disability.
- Allowed:
 - Request documentation stated the need for the animal
 - Info from a source that is reliable and in accordance with FFHA
 - Require proof of vaccination records
- An emotional support animal registration of any kind:
 - Card, patch, certificate, or similar registration is not by itself sufficient information to reliably establish that a tenant has a disability-related need for an ESA.

70-24-114 Review Cont.

- Tenant is still liable for any damages caused by the ESA animal.
- "Emotional support animal" means an animal that provides emotional, cognitive, or other similar support to an individual with a disability and does not need to be trained or certified.

70-24- 201 Review

- A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule or law.
- Rent is payable at the landlord's address or to where specified by the rental agreement.
- Rent is apportionable from day to day.
- If either party terminates the rental agreement without cause prior to the expiration date of the lease term, the aggrieved party is entitled to monetary damages up to 1 month's rent or an amount that is agreed on in the rental agreement, which may not exceed 1 month's rent.

70-24- 202, 203 & 204 Review

- You CANNOT agree to waive or forego rights.
- Unsigned by one of the parties, rental agreements are only effective for 1 year.
- Requiring an electronic mail address as a condition of entering into the agreement.
However, a party may voluntarily provide an electronic mail address if the agreement contains a provision allowing such agreement

70-24- 205, 301, 302 Review

- Landlord must:
 - Make repairs and do whatever is necessary to have fit and habitable conditions.
 - Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.
 - Provide appropriate receptacles for garbage.
 - Shall supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1.
 - Shall install in each dwelling unit under the landlord's control an approved carbon monoxide detector.

70-24- 205, 301, 302 Review Cont.

- A landlord and tenant may agree that the tenant is to perform specified repairs & maintenance tasks.
- The landlord is not liable for damages caused as a result of the failure of the carbon monoxide detector or smoke detector.

70-24- 205, 301, 302 & 303 Review

- If default extension is not established in the lease, and neither party gives a 30-day written notice to the other to terminate, the tenancy continues on a month-to-month basis.
- Landlord shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of the responsible party.
- At commencement of the rental agreement, the landlord shall deliver possession of the premises.
 - Accepting rent or deposit is considered to give consent to possession.

70-24-304, 305 & 311 Review

- A manager is relieved of liability after written notice to the tenant of the termination of management.
- A landlord may adopt a rule if:
 - It is reasonable.
 - It applies to all occupants in a fair manner.
 - It is sufficiently explicit.
 - It is not for the purpose of evading obligations.
 - The tenant has notice of it at the time that the tenant enters into the rental agreement or when it is adopted.
 - Must be in writing.
 - Not valid until 30 days written notice. Month to Month
 - Not valid until 7 days written notice, Week to Week

70-24-312 Review

- A tenant may not unreasonably withhold consent to the landlord to enter.
- Landlord may enter the dwelling unit without consent of the tenant in the case of an emergency.
- A landlord may not abuse the right of access.
- The landlord shall give the tenant at least 24 hours' notice of the intent to enter and may enter only at reasonable times.
 - Tenant has notice if the landlord conspicuously posts to enter on the main entry door of the dwelling unit.
- Landlord may enter when the tenant has abandoned or surrendered.
- A tenant may not remove a lock or replace or add a lock not supplied.
 - If removed or replaced, the landlord must be provided with a way to enter.

70-24-321 & 45-6-106 Review

- A tenant shall comply with all obligations:
 - Keep the premises reasonably clean and safe.
 - Dispose from the dwelling unit all garbage.
 - Keep all plumbing fixtures clean.
- Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.
- Use the parts of the premises, including the living room, bedroom, kitchen, bathroom, and dining room, in a reasonable manner.
- A tenant may not destroy, deface, damage, impair, or remove any part.
- Tenants may not engage or knowingly allow reasonable potential damage or destroying or reasonable potential that neighboring tenants may be injured.

70-24-321 & 45-6-106 Review Cont.

- A tenant commits criminal damage to rental property if the tenant purposely or knowingly destroys, defaces, damages, impairs, or removes any part of the premises with a value of at least \$1,000.
 - Shall be fined not to exceed \$1,000 or be imprisoned not to exceed 6 months.

70-24-322 through 402 Review

- Tenants must notify the landlord in writing of absence of 7 days or more.
- Landlord may enter the premises no sooner than the 7 days of absence. The aggrieved party may recover appropriate damages.
- The aggrieved party has a duty to mitigate damages.
- If disputed in good faith, it may be settled by agreement.

70-24-403 & 404 Review

- If the rental agreement purposefully is used with prohibited provisions, the other party may recover, in addition to the other party's actual damages, an amount up to 3 months' periodic rent.
- The court may refuse to enforce the agreement or enforce the remainder of the agreement without the unconscionable provision.
- If unconscionability is put into issue by parties or by the court, shall be afforded a reasonable opportunity to aid the court in making the determination.

70-24-405 & 406 Review

- If the landlord fails to deliver possession of the dwelling unit to the tenant, rent abates until possession is delivered. Tenant may:
 - Terminate the rental agreement upon at least 5 days' written notice.
 - Maintain an action for possession of the dwelling unit against the landlord.
 - Aggrieved party may recover from that person an amount not more than 3 months' periodic rent if not done in good faith.
- If a noncompliance affecting health & safety, the tenant may:
 - Deliver a written notice to the landlord specifying the acts and omissions constituting the breach of the rental agreement and will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 14 days.

70-24-405 & 406 Review Cont.

- If the non compliance results in a case of emergency and the landlord fails to remedy the situation within 3 working days after written notice, the tenant may terminate the agreement.
- Exceptions:
 - Landlord adequately remedies the written notice.
 - Notice was given recurs within 6 months, the tenant may terminate the rental agreement upon at least 14 days' written notice.
 - Tenants may not terminate for a condition caused by the tenant.
 - Make repairs that do not cost more than 1 month's rent and deduct the cost from the rent after written notice was provided.
- The tenant may recover actual damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement.

70-24-407, 408 & 409 Review

- If the landlord fails to comply with the rental agreement, the reasonable cost of compliance is less than the 1 month's rent, the tenant may recover damages.
- If the Landlord purposefully or negligently fails to supply heat, running water, hot water, electric, gas, or other essential services, the tenant may give written notice and tenant may:
 - Procure reasonable amounts of essential supplies.
 - Recover damages based upon the diminution.
 - Procure reasonable substitute housing and excused from paying rent for the period of the breach.

70-24-407, 408 & 409 Review Cont.

- Conditions caused by the act or omission of the tenant, these rights do not arise.
- If the dwelling unit or premises are damaged or destroyed by fire, the tenant may:
 - Immediately vacate the premises and notify the landlord in writing within 14 days of the tenant's intention to terminate the rental agreement.
 - If continued occupancy is lawful, the tenant's liability for rent is reduced in proportion to the diminution.
- Does not apply when the fire and casualty damage was caused by the purposeful or negligent act of the tenant.

70-24-410 & 411 Review

- If the landlord makes an unlawful entry, the tenant may either obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement.
- If a landlord unlawfully removes or excludes the tenant or purposefully diminishes services (water, heat, electricity), the tenant may recover possession or terminate the rental agreement and;
 - Recover an amount not more than 3 months' periodic rent or treble damages, whichever is greater.
- In an action for possession based upon nonpayment of the rent or in an action for rent when the tenant is in possession, the tenant may counterclaim for any amount the tenant may recover under the rental agreement or this chapter.

70-24-422 Review

- If the noncompliance is remediable by repairs, the rental agreement does not terminate.
- Unauthorized pet, or person the notice period is 3 days.
- The same act that constituted a prior noncompliance of which notice was given recurs within 6 months, the landlord may terminate the rental agreement upon at least 5 days' written notice specifying the noncompliance and the date of the termination of the rental agreement.
- Verbal abuse - 3 days' written notice.
- If rent is unpaid when due and the tenant fails to pay rent within 3 days after written notice, the landlord may terminate.

70-24-422 Review Cont.

- If the tenant destroys, defaces, damages, impairs, or removes, notice is 3 days' written notice and tenant shall vacate.
- If the tenant creates a reasonable potential that the premises may be damaged or destroyed, 3 days' written notice to terminate.
- If the tenant's noncompliance is purposeful, the landlord may recover treble damages.
- Treble damages may not be recovered for the tenant's early termination of the tenancy.
- The landlord is not bound by this section in the event that the landlord elects to use the 30-day notice for termination of tenancy.

Schedule Review

TYPE:

- Unauthorized Pet
- Unauthorized Person
- Verbal Abuse
- Non-Payment of Rent
- Damage to Property
- Health and Safety Violation
- Gangs, Drugs, Labs
- Other Lease Violations

TIMELINE:

- 3 Day Correct or Quit
- 3 Day Correct or Quit
- 3 Day Correct or Quit
- 3 Day Pay or Quit
- 3 Day Quit
- 3 Day Pay or Quit
- 3 Day Pay or Quit
- 14 Day Correct or Quit

3 Day Notice to Pay or Quit

Date

Tenant Names (Financially Responsible)

Unit Full Address

Dear Tenant Names (Financially Responsible) and all other occupants,

Your current past due amount is \$_____. You must pay only this amount to avoid termination of your current lease. However, you remain responsible for all other charges and outstanding amounts.

70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages -- injunction.

(1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement or a noncompliance with 70-24-321, the landlord may deliver a written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the noncompliance and that the rental agreement will terminate upon a date specified in the notice not less than the minimum number of days after receipt of the notice provided for in this section. The rental agreement terminates as provided in the notice, subject to the following:

(2) If rent is unpaid when due and the tenant fails to pay rent within 3 days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the rental agreement, and the tenant shall vacate the premises if the landlord terminates the rental agreement.

Make Payment to:

Thank you for your cooperation.

Certificate of service: I hereby certify that on ____ I served _____ (Financially Responsible) a true and correct copy of the foregoing by Certificate of Mail (Receipt is deemed to have occurred three (3) days after the date and time of mailing).

3 Day Notice to Correct or Quit

Date _____

[Tenant Names (Financially Responsible)]

[Unit Full Address].

Dear [Tenant Names (Financially Responsible) and all other occupants,]

70-24-422. Noncompliance of tenant generally – landlord's right of termination -- damages – injunction.

(1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement or a noncompliance with 70-24-321, the landlord may deliver a written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the noncompliance, that the rental agreement will terminate, and that the tenant shall vacate the premises on a date specified in the notice not less than the minimum number of days after receipt of the notice provided for in this section. The rental agreement terminates and the tenant shall vacate the premises as provided in the notice, subject to the following:

(c) If the noncompliance involves unauthorized persons residing in the rental unit, the notice period is 3 days. Your inspection will be between __ am and __ pm on _____. Please let us know if you have any questions.

Thank you for your cooperation.

[MGMT Company]

Certificate of service: I hereby certify that on _____ I served [(Financially Responsible)] a true and correct copy of the foregoing by Email & Certificate of Mail (Receipt is deemed to have occurred three (3) days after the date and time of emailing).

14 Day Notice to Correct or Quit

Date _____

Tenant (Financially Responsible) _____

Unit Full Address _____

Dear Tenant (Financially Responsible) and all other occupants,

This **14 day notice** is being sent for the upkeep of the property per **70-24-321**.

TENANT TO MAINTAIN DWELLING UNIT.

(1) A tenant shall:

b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as the condition of the premises permits;

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

We will be doing an interior inspection on _____ between _____ to confirm the items have been completed.

Thank you for your cooperation.

Certificate of service: I hereby certify that on _____ I served Tenant (Financially Responsible) _____ a true and correct copy of the foregoing by email.

5 Day Notice to Quit

Date

Tenant Names (Financially Responsible)

Unit Full Address

Dear Tenant Names (Financially Responsible) and all other occupants,

This 5 day notice is being sent pursuant to 70-24-422. Noncompliance of tenant generally -- landlord's right of termination -- damages -- injunction.

(1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement or a noncompliance with 70-24-321, the landlord may deliver a written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the noncompliance, that the rental agreement will terminate, and that the tenant shall vacate the premises on a date specified in the notice not less than the minimum number of days after receipt of the notice provided for in this section. The rental agreement terminates and the tenant shall vacate the premises as provided in the notice, subject to the following:

(e) If substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within 6 months, the landlord may terminate the rental agreement upon at least 5 days' written notice specifying the noncompliance and the date of the termination of the rental agreement.

We will be performing your move out inspection on _____ between ___am- ___pm.

Certificate of service: I hereby certify that on _____ I served _____ (Financially Responsible) a true and correct copy of the foregoing by mail.

70-24-423, 424, & 425 Review

- The acceptance of partial payment of rent due does not constitute a waiver of any right.
- If the tenant refuses to allow lawful access, the landlord may issue a 24-hour notice to correct or obtain immediate injunctive relief.
 - If the 24-hour notice to correct is not remedied, a 3-day notice to terminate the rental agreement is issued.
 - Same with keys, if not provided, 24-hour notice to correct is not remedied, a 3-day notice to terminate the rental agreement is issued.
- If there is noncompliance by the tenant affecting health and safety, and they fail to comply and a 14 day notice is given, the landlord may enter the unit for the work to be done and all costs may be submitted to add to rent.

70-24-426 Review

- Tenants are required to give notice of absence in excess of 7 days.
 - If Tenant fails to do so, the landlord may recover actual damages.

70-24-427 & 428 Review

- If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental.
- If the rental agreement is terminated, the landlord has a claim for possession, rent, and actual damages for any breach of the rental agreement.
- In an action for possession, the case must be heard within 10 business days after the tenant's appearance or the answer.
 - If action is appealed to district court, the hearing must be held within 10 business days after the case is transmitted.
- If terminated due to 70-24-321(3) gangs and drugs, action must be heard within 5 business days after appearance or answer.
 - If terminated due to 70-24-321(3) gangs and drugs and is appealed in district court, the action must be heard within 5 business days.

70-24-427 & 428 Review Cont.

- Hearing for damages for any breach of the rental agreement must be held within 45 days after the claim of possession is issued.
- In a landlord's action for possession, the court shall rule on the action within 5 days after the hearing.
- If a claim for possession is granted, writ of assist is issued immediately and must be executed by the sheriff within 5 business days of the sheriff receiving the writ of assistance.
- A landlord may not recover or take possession of the dwelling unit, or intentionally reduce services to the tenant, except in cases of abandonment, surrender, or as permitted in this chapter.



Eviction Timeline

Sample Eviction Timeline

July

- Before you take any action.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|---------------|---------------|---------------|---------------|---------------|-----|
| 31 | 1 1 | 2 2 | 3 3 | 4 4 | 5 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

5 days*

Rent Grace Period

Sample Eviction Timeline

- Verify all rent on the 8th.
- Mail notices of non-payment of rent on the same day.

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|---------------|-----|-----|-----|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 1 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

1 day*

Non-Payment Notices

Sample Eviction Timeline

- Wait for required notice / mailing timeframe.

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|---------------|----------------|----------------|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 1 | 10 2 | 11 3 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

3 days

To Receive

Notice via Mail

Sample Eviction Timeline

- Tenant has 3 days to pay (or vacate).

3 days
To Pay or Vacate

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|----------------|----------------|-----|-----|----------------|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 1 | 13 |
| 14 | 15 2 | 16 3 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

Sample Eviction Timeline

July

- Tenant remains, unpaid at property.
- Contact owner.
- Decide to pursue eviction.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|----------------|-----|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 1 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

1 day*

Contact Owner

Sample Eviction Timeline

- Contact Attorney, provide details on eviction.

1 day*
Contact Attorney

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|----------------|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 1 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

Sample Eviction Timeline

- Attorney provides draft to review.

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|----------------|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 1 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

1 day*

Attorney Draft

Sample Eviction Timeline

July

- Review with owner and approve draft filing.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|----------------|-----|-----|-----|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 1 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

1 day*

Review Draft

Sample Eviction Timeline

- Attorney files with Court.

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|----------------|-----|-----|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 1 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

1 day*

File with Court

Sample Eviction Timeline

- Hire process server to serve summons / court filing upon Tenant.

1 day*

Hire Process Server

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|----------------|-----|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 1 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

Sample Eviction Timeline

July

- Serve tenant with summons.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|----------------|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 1 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

1 day*

Hire Process

Server

Sample Eviction Timeline

- Tenant successfully served with summons and complaint.

1 day*

Tenant Served

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

Sample Eviction Timeline

July

- Tenant's time to answer to the court their complaint.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

5 days

Tenant Time to
Answer

Sample Eviction Timeline

August

- Tenant's time to answer to the court their complaint.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|----------------|----------------|----------------|---------------|---------------|-----|
| 28 | 29 1 | 30 2 | 31 3 | 1 4 | 2 5 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 - Day 45 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 - Day 60 | 30 | 31 |

5 days

Tenant Time to
Answer

Sample Eviction Timeline

- **10 days** for the court to hear the case, after the tenants answer

August

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|----------------|----------------|----------------|----------------|-----------------|-----|
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 4 | 5 1 | 6 2 | 7 3 | 8 4 | 9 5 | 10 |
| 11 | 12 6 | 13 7 | 14 8 | 15 9 | 16 10 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

10 days

For Court to
Schedule Hearing

Sample Eviction Timeline

- **5 days** for the court to rule on the case, after the tenants answer

5 days
For Court to Rule
on Case

August

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|----------------|----------------|----------------|----------------|----------------|-----|
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 1 | 20 2 | 21 3 | 22 4 | 23 5 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

Sample Eviction Timeline

August

- Court mails the ruling, and if granted the writ of possession and writ of assistance.

3 days*

To Receive the
Mail

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|----------------|----------------|----------------|-----|-----|-----|
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 1 | 27 2 | 28 3 | 29 | 30 | 31 |

Sample Eviction Timeline

August

- Review successful ruling and contact Sheriff.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-------------|------------------|-----|-----|
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 - Day 45 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 - Day 60 1 | 30 | 31 |

1 days*

To Notify Sheriff

Sample Eviction Timeline

August

- Sheriff has 5 days to execute the writ after receiving

5 days

Sheriff to Execute
Writ

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-------------|-------------|------------|-----|
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 - Day 45 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 - Day 60 | 30 1... | 31 |

Sample Eviction Timeline

- Started on July 1st
- 2-4 Months
- Many factors could extend.
 - Attorneys, Owner, Process Server, Sheriff
 - Court's schedule
- Tenant could opt to leave earlier
- Post-Eviction Damage, etc.

September

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|---------------|---------------|---------------|---------------|-------------|---------|
| 1 | 2 2 | 3 3 | 4 4 | 5 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 - Day 75 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 / 90 |
| 29 | 30 | 1 | 2 | 3 | 4 | 5 |

Eviction

Timeline

Question????

70-24-429 Review

- If the tenant remains in possession without the landlord's consent after expiration, the landlord may bring an action for possession.
- If the term is longer than month-to-month and the landlord terminates the rental agreement with cause and the tenant's holdover is purposeful and not in good faith, the landlord may recover an amount not more than 3 months' periodic rent or treble damages, whichever is greater.
- If the term of the rental is month-to-month and the landlord terminates the rental agreement without cause and issues a lawful 30-day notice and the tenant remains in the rental unit after the termination date, then the holdover is purposeful and the landlord may recover an amount not more than 3 months' periodic rent or treble damages, whichever is greater.

70-24-429 Review Cont.

- In an action for possession or unlawful holdover, the provisions of the Montana Justice and City Court Rules of Civil Procedure, Title 25, chapter 23, apply, except that the time for filing an answer, by the tenant, under Rule 4C(2)(b) is 5 business days after service of summons and complaint, exclusive of the date of service.

70-24-430 Review

- If a tenancy terminates by court order, the personal property is considered abandoned and the landlord may immediately dispose of property as allowed by law.
- If a tenancy terminates in any manner other than by court order and the landlord has clear and convincing evidence that the tenant has abandoned all personal property and 48 hours has elapsed, the landlord may dispose of trash and hazardous, perishable and valueless property.
- If labeled "rent to own" or "leased" or likewise identified may be discarded only with confirmation from the lessor.
- **"Hazardous"** means an item that is potentially or actually flammable, capable of harm.
- **"Perishable"** means any item requiring refrigeration.

70-24-430 Review Cont.

- **"Valueless"** means any item that has an insubstantial resale value.
 - Personal pictures, jewelry or other irreplaceable items are not included.
- The landlord shall inventory and store all abandoned personal property and shall exercise reasonable care.
- Make a reasonable attempt to notify the tenant in writing.
- Not less than 10 days after mailing the notice, the property will be disposed of by:
 - Selling all or part of the property at a public or private sale or destroying the property if the value is so low that the cost of storage exceeds the value.

70-24-430 Review Cont.

- If the tenant responds within 10 days notice, they then have 7 days to remove the property. If they fail to do so, it is abandoned property.
- Landlords may deduct from the proceeds of the sale the reasonable costs of notice, storage, labor, and sale.
- Ensure that the terms of this section are included in plain and understandable language as a notification upon termination of the lease or rental agreement.

Abandoned Personal Property Notice

Date _____

[Tenant Names (Financially Responsible)]

[Unit Full Address]

Dear **[Tenant (Financially Responsible) and all other occupants,]**

It has come to our attention that you have vacated the rental unit.

Per Montana Code Annotated 40-24-430, if a tenancy terminates in any manner except by court order and the landlord believes the tenant has abandoned all personal property which the tenant has left on the premises and a period of at least 48 hours has elapsed since the landlord obtained evidence of their vacancy, the landlord may remove the property from the premises.

Upon the expiration of 48 hours, we will make every effort to re-rent this unit, as we consider the unit to have been abandoned. If we are in error or if you have any questions, please contact us as soon as possible at **[NUMBER]**.

Thank you for your cooperation.

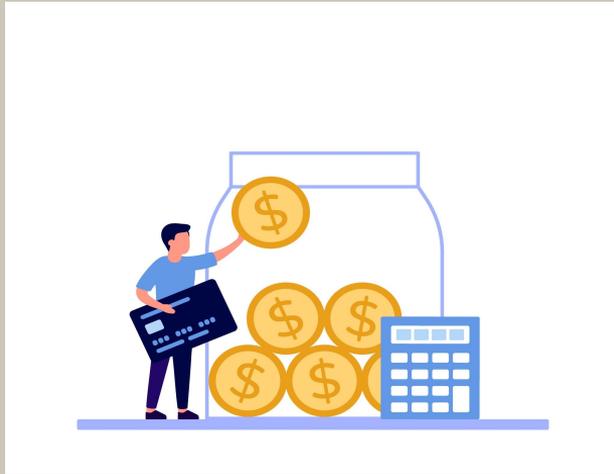
Certificate of service: I hereby certify that on ____ I served _____ (Financially Responsible) a true and correct copy of the foregoing by Certificate of Mail (Receipt is deemed to have occurred three (3) days after the date and time of mailing).

70-24-431 Review

- Landlord may not retaliate by increasing rent, by decreasing services, or by bringing or threatening to bring an action for possession if the tenant has:
 - Complaint of a violation affecting health and safety.
 - Complained to the landlord in writing of violations of their duties
 - Has organized or joined a tenant's union.
- Subsections (1), (2), and (3) do not prevent a landlord from bringing an action for possession if:
 - Violation of the applicable building or housing code was caused by the tenant.
 - Tenant is in default in rent.

70-24-441 & 442 Review

- Week - Week tenancy. Notice is 7 days
- Month- month tenancy. Notice is 30 days
- Rent is apportioned day to day
- Attorney fees may be awarded to the prevailing party.



Residential Tenants' Security Deposit Act. Chapter 25

70-25-101, 102 & 103 Review

- **"Cleaning expenses"** means the actual and necessary cost of cleaning.
- **"Damage"** means any and all tangible loss.
- **"Leasehold premises"** means the premises occupied by the tenant.
- **"Security deposit"** means value given, in money or its equivalent, to secure the payment.
- Oral or written agreement that is contrary to Ch. 25, this chapter is invalid.

24 HOUR CLEANING NOTICE

Date _____

[Tenant Names (Financially Responsible)]

[Unit Full Address]

Dear **[Tenant (Financially Responsible) and all other occupants,]**

Per Montana Code you have 24 hours to complete the following or attached list of items, either cleaning as noted:

Thank you,

[MGMT Company]

Certificate of service: I hereby certify that on _____ I served **[(Financially Responsible)]** a true and correct copy of the foregoing by Email & Certificate of Mail (Receipt is deemed to have occurred three (3) days after the date and time of emailing).

70-25-201 Review

- Landlord may deduct from the security deposit a sum equal to the damage alleged to have been caused by the tenant.
- The premises may be inspected within 1 week prior to termination at request by either party.
- Cleaning charges may not be imposed for normal wear and tear.
- The tenant has 24 hours to complete the required cleaning after notice is given at the time of move out.
- Landlord may not deduct or withhold from the security deposit any amount for purposes other than set forth in this section.

70-25-202 Review

- Each landlord, within 30 days of termination, shall provide the departing tenant with a written list of any rent due and any damage and cleaning charges.
- If after inspection there are no damages, the landlord shall return the security deposit within 10 days.
- It is not a wrongful withholding of security deposit if the landlord mails the funds to the last-known address.

SECURITY DEPOSIT DISPOSITION

[DATE]

Dear [RESIDENT NAME],

Pursuant to Montana Code Annotated 70-25-201 through 70-25-206, you are hereby furnished the following statement regarding the disposition of the security deposit for the residence listed below.

Move-Out Date: _____ Security Deposit Refund Date: _____

Resident Address: _____

TOTAL SECURITY DEPOSIT RECEIVED: \$ _____

Damages: _____

TOTAL DAMAGES: \$ _____

Cleaning: _____

TOTAL CLEANING: \$ _____

Carpet Cleaning: _____

Receipt Received: _____

TOTAL CARPET CLEANING: \$ _____

Rent Owing: _____

TOTAL RENT OWING: \$ _____

Other: _____

TOTAL OTHER: \$ _____

TOTAL CHARGES: \$ _____

BALANCE DUE RESIDENT: \$ _____

BALANCE DUE OWNER: \$ _____

If a balance is due to the owner, it must be paid by [DATE].

Forwarding Address of Resident: _____

Move-In Date: _____

Notice Given: _____

Leased To: _____

Re-Rent: _____

Move-Out Date: _____

Third Party: _____

70-25-203, 204 & 205 Review

- Landlord who fails to provide a written list of damage, forfeit all rights to withhold any portion of the security deposit.
- A person who wrongfully withholds a residential property security deposit or any portion of the deposit is liable in damages to the tenant in a civil action for an amount equal to the sum determined to have been wrongfully withheld or deducted.
- Failure by the departing tenant to provide the landlord with a new address in writing, does not bar the tenant from recovering the amount owing.

70-25-206 Review

- At the written request of the tenant, a copy of the written list of damage and cleaning charges, if any, provided to the tenant of the immediately preceding leasehold agreement for the premises in question must be provided to the tenant.
- Any person who requires a security deposit shall furnish to each tenant a written statement as to the present condition of the premises and includes:
 - Clear and concise statement of the present condition.
 - Statement indicating the fact of prior renting.
 - Signature of the landlord.



Landlord & Tenant Residential and Commercial. Chapter 26

70-26 Review

- If you rent part of a room, you get the whole room, even if others are renting it.
- A person who receives rental property or rent rights has the same rights as the previous owner to collect rent and enforce lease terms.
- If a tenant gets a notice of a proceeding to recover the real property, they must tell the landlord right away and give them the notice if it's written. The tenant is responsible for any damages if they don't inform the landlord or give them the written notice.

70-26 Review Cont.

- Rent dependent on the life of a person may be recovered after as well as before the person's death.
- In all leases of lands or tenements or of any interest therein from month to month, the landlord may, upon giving notice in writing at least 15 days before the expiration of the month, change the terms of the lease to take effect at the expiration of the month.

Rent Increase

Date

Company Name

Company Full Address

Tenant Names (Financially Responsible)

Tenant Full Address Re: Notice of change of monthly rent

Dear Tenant Names (Financially Responsible):

Thank you for your continued tenancy at _____. In an effort to keep up with the rising cost of Property Taxes, Maintenance and Insurance Rates, the Owners of the property have instructed us to increase your rental rate and/or utility fee.

You are hereby notified that effective on _____ your monthly rent, which is payable on or before the first day of each month, will be \$_____ instead of \$_____, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Regards,

Company Name



Montana Residential Mobile Home Lot Rental Act. Chapter 33

70-33-101, 102 & 103 Review

- Underlying purposes and policies of this chapter are to:
 - Simplify and clarify the law governing mobile homes.
 - Encourage landlords and tenants to maintain and improve the quality of housing.
- **"Abandon"** means to give up possession.
- **"Actual and reasonable cost"** means the actual amount of expenses and labor incurred.
- **"Landlord"** means:
 - Owner of space/ land, mobile home park.
 - Has written authority to manage lots.
- **"Lot"** means the space or land rented and not a mobile home itself.

70-33-101, 102 & 103 Review Cont.

- **"Mobile home owner"** means the owner of a mobile home entitled under a rental agreement to occupy.
- **"Premises"** means a lot and the grounds.
- **"Rental agreement"** means all agreements, written or oral and valid rules adopted.

70-33-104 through 106 Review

- Chapter applies to landlord-tenant relationships in which the landlord is renting a lot to the tenant for placement of the tenant's mobile home.
- Unless overridden by this chapter, general legal principles, including contract law, property law, and rules on health, safety, fraud, and other legal matters, apply.
- A person is considered notified of a fact if:
 - The person has actual knowledge.
 - For landlords, notice is delivered to the business where the rental agreement was made.
 - For landlords or tenants, notice is personally delivered or sent by certified mail to their designated address or last-known address. Notice by mail is considered served 3 days after mailing.
 - For organizations, notice is effective when it reaches the person handling the transaction or would have with reasonable diligence.

70-33-107 through 109 Review

- All duties and actions required under this chapter must be carried out in good faith.
- A notice of no contact between a landlord and tenant is valid only if authorized by a court order. Otherwise, it is invalid unless specified by certain legal provisions.
- The provisions of this chapter are cohesive with the provisions of Title 70, chapter 25, and the two chapters must be read in conjunction when considering, with regards to the Montana Residential Mobile Home Lot Rental Act.

70-33-110 Review

- Allowed:
 - Deny a reasonable accommodation request if the animal poses a direct threat to the safety or health of others.
 - Request documentation stated the need for the animal
 - Info from a source that is reliable and in accordance with FFHA
 - Require proof of vaccination records
- An emotional support animal registration of any kind:
 - Card, patch, certificate, or similar registration is NOT by itself sufficient information to reliably establish that a tenant has a disability-related need for an ESA.

70-33-110 Review Cont.

- Tenant is still liable for any damages caused by the ESA animal.
- "Emotional support animal" means an animal that provides emotional, cognitive, or other similar support to an individual with a disability and does not need to be trained or certified.

70-33-201 through 203 Review

- If either party terminates the rental agreement without cause, the aggrieved party is entitled to monetary damages up to 1 month's rent, it may not exceed 1 month's rent.
- If the landlord does not sign and deliver a written rental agreement that has already been signed by the tenant, acceptance of rent gives the rental agreement the same effect as if it had been signed.
- If the tenant does not sign the rental agreement that has been signed by the landlord, acceptance of possession of the premises and payment of rent gives the rental agreement the same effect as if it had been signed.
- If a rental agreement given effect by the operation of this section provides for a term longer than 1 year, it is effective for only 1 year.

70-33-301 through 303 Review

- Before or at the start of tenancy, the landlord or authorized agent must provide the tenant with written contact information for the person authorized to manage the property.
- The landlord is required to deliver full possession of the premises to the tenant at the start of the rental term, in compliance with the rental agreement and habitability standards.
- If someone is wrongfully occupying the property, the landlord has the legal right to pursue an action for possession.
- At the commencement of the rental term, a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and 70-33-303. A landlord may bring an action for possession against a person wrongfully in possession.

70-33-304 through 305 Review

- If a landlord accepts rent or a deposit from someone intending to move in, it establishes a legal landlord-tenant relationship and grants consent for that person to occupy the property.
- When a landlord sells the property or a manager's duties end, they are relieved of future liability only after providing written notice to the tenant; the original landlord still remains responsible for prepaid rent and security deposits.
- Mobile home owners renting a lot have the exclusive right to sell their home without landlord interference, but the buyer must secure a new rental agreement to remain on the lot—the sale alone does not grant tenancy.

70-33-311 through 315 Review

- A tenant may not unreasonably withhold consent to the landlord or the landlord's agent to enter the lot.
- Landlords can establish rules for tenant conduct, but they must be fair, reasonable, and communicated in writing to all tenants, including new ones.
- Landlords can establish rules for lot rental and common area use, but these rules must be reasonable and apply uniformly. Common facilities must be accessible at reasonable hours, with recreational facility hours posted.

70-33-311 through 315 Review Cont.

- Resident associations can hold meetings and elect officers if the majority of the members are present. Landlords and their staff can't be members unless invited. The landlord can't stop invited guests from attending.
- Mobile home park landlords shall maintain common roads within the mobile home park in a safe condition, including arranging for snow plowing is reasonable to keep the roads passable.

70-33-321 & 322 Review

- Tenant shall:
 - Comply with all obligations imposed upon tenants.
 - Keep that part of the premises that the tenant occupies and uses as reasonably clean and safe.
 - Conduct oneself and require other persons in a manner that will not disturb the tenant's neighbors' peaceful enjoyment .
 - A tenant may not destroy, deface, damage, impair, or remove any part of the premises.
- Tenants are to inform the landlord if they plan to be away for more than 7 days.

70-33-401 through 403 Review

- The aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages. The aggrieved party may include reasonable costs for parties labor.
- Including a prohibited provision in a rental agreement makes it unenforceable.
- If one party knowingly includes such provisions, the other party can recover damages and up to three months' rent.
- A rental agreement or any provision of the rental agreement is unconscionable, the court, in order to avoid an unconscionable result, may refuse to enforce the agreement or may enforce the remainder of the agreement without the unconscionable provision result.

70-33-401 through 403 Review Cont.

- A finding in which a party waives or agrees to forego a claim or right may not be made based on a responsibility outlined in a rental agreement that.
 - A tenant maintain a lot in accordance with 70-33-321
 - A landlord maintains the premises in accordance with 70-33-303.

70-33-404 through 405 Review

- If the landlord doesn't provide possession on the agreed date, rent abates until possession is delivered
 - Tenant may terminate the rental agreement with at least 5 days' written notice and the landlord must return all prepaid rent and security deposit.
 - Tenant may demand performance of the rental agreement instead of terminating.
- If failure to deliver possession is purposeful and in bad faith, tenant may recover up to 3 months' rent or treble damages.

70-33-404 through 405 Review Cont.

- If the landlord fails to maintain the premises affecting health and safety, tenant may give written notice allowing 14 days to remedy, then terminate with 30 days' notice if unresolved.
 - In emergencies, if landlord fails to act within 3 working days, tenant may terminate immediately.
 - If the same problem recurs within 6 months, tenant may terminate with 14 days' notice.
 - Tenant cannot terminate for issues caused by themselves, family, or guests.
 - Tenant may make repairs costing up to 1 month's rent and deduct from rent if landlord fails to act, or hire qualified persons in emergencies.
 - Tenant may claim damages if repair cost is less than 1 month's rent.
 - Tenant may seek actual damages and injunctive relief for landlord noncompliance.
- If the rental agreement is terminated, landlord must return all recoverable security deposits.

70-33-406 Review

- If the landlord fails to provide essential services, tenant must notify landlord and allow reasonable time to correct
 - Tenant may arrange for services and deduct reasonable costs from rent
 - Tenant may claim damages based on diminished rental value.
 - Tenant may arrange substitute housing during noncompliance and withhold rent for that period.
 - Tenant cannot pursue remedies under this section and the maintenance section for the same issue
 - Tenant has no rights if the failure was caused by tenant, family, or guests.

70-33-407 & 422 Review

- If the lot or premises are damaged or destroyed by fire, the tenant may immediately vacate the premises and notify the landlord in writing within 14 days of vacating the premises that it is the tenant's intention to terminate the rental agreement.
- If the tenant complies with the correct notice period, the rental agreement terminates the date the tenant vacates the lot.
- If the rental agreement is terminated pursuant to subsection (1) landlord shall return any prepaid rent and all security recoverable.
- If the tenant's mobile home is damaged or destroyed by fire, it is the mobile homeowners to remove the mobile home from the lot within 30 days.

70-33-407 & 422 Review Cont.

- Terms and conditions of the rental agreement remain in effect until the mobile home is removed.
- If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation of 70-33-321(3), the landlord may terminate the rental agreement upon giving 3 days' written notice.
- If the tenant creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured, as evidenced by the tenant being arrested or charged with an act that violates the provisions of 70-33-321(4), the landlord may terminate the rental agreement upon giving 3 days' written notice.

70-33-424 and 427 Review

- If a tenant denies lawful access, the landlord may issue a 24-hour notice to correct or seek immediate court order to compel access and recover damages.
- If access isn't granted after the 24-hour notice, a 3-day notice to terminate the rental agreement may be issued.
- Upon termination, the landlord can claim possession, rent, and damages for breach.
- Possession cases must be heard within 10 business days of tenant response; cases involving criminal actions must be heard within 5 business days.
- Appeals to district court must be heard within 10 business days (5 days for criminal-related cases).

70-33-424 and 427 Review Cont.

- Damage hearings must occur within 45 days after possession and rent claims are resolved.
- The court must rule within 5 days after hearings.

70-33-432 Review

- If the landlord reasonably believes a tenant abandoned a mobile home and 5 days have passed since the event, the landlord may remove or store the mobile home.
- The landlord must notify local law enforcement, check if the home is encumbered, and send certified mail notice to the owner and interested parties.
- The notice must state the mobile home will be disposed of at least 15 days after mailing if not claimed.
- If the owner responds within 15 days but does not remove the home within 20 days of their response, the mobile home is presumed abandoned.

70-33-433 Review

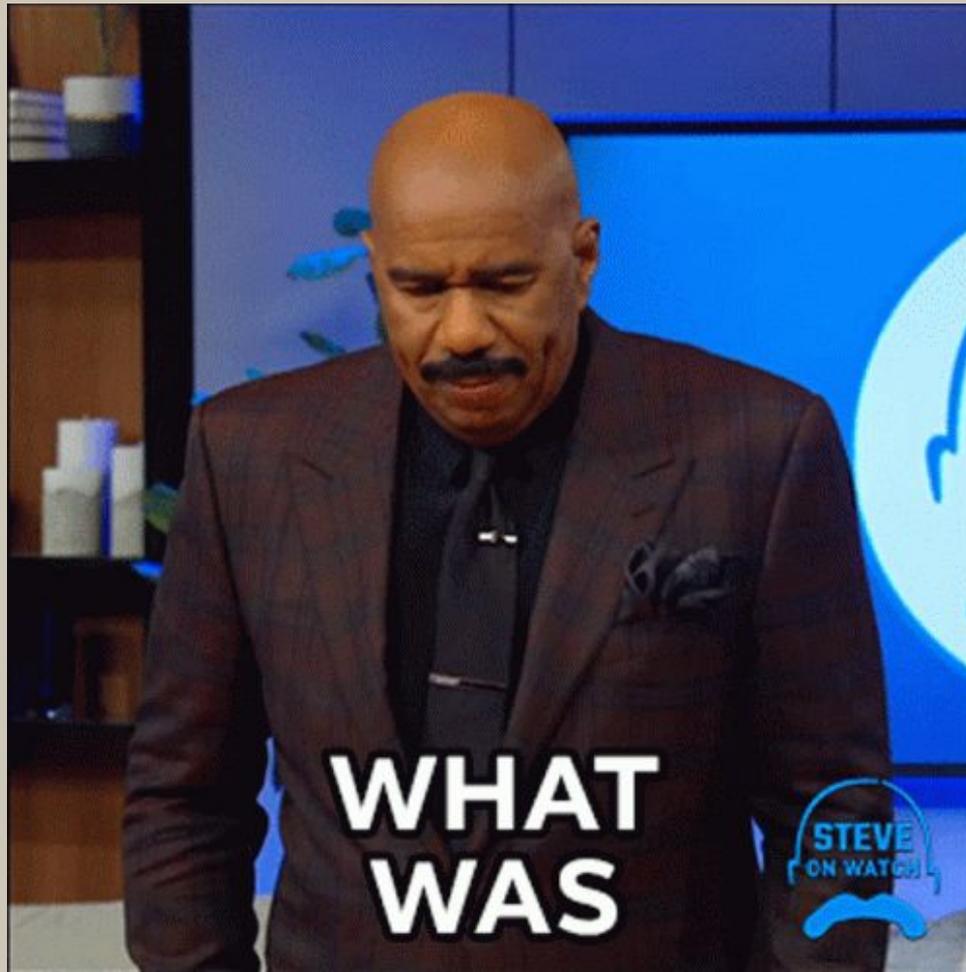
- Noncompliance by the tenant, the landlord may deliver a written notice, specifying the acts or omissions constituting the noncompliance and stating that the rental agreement will terminate upon the date specified in the notice
 - Nonpayment of rent, notice period is 7 days.
 - Violation of a rule not affecting health and safety. The notice period is 14 days.
 - Violation of a rule that creates an immediate threat to the health and safety, notice period is 24 hours.
 - Nonpayment of rent violations, three (3) or more violations within a 12-month period of the same rule, notice period for the final violation is 30 days.

70-33-433 Review Cont.

- Violation of rules that creates an immediate threat to health and safety, whether or not notice was given and the violation was remedied, notice period is 14 days.
- Two or more violations of tenant failure to maintain lot, non-payment of rent or creates immediate threat within a 6-month period, for which the notice period for the final violation is 14 days.
- Disorderly conduct that results in disruption, the notice period is 7 days.
- Any other non-compliance or violation not covered previously, notice period is 14 days.
- Conviction of a mobile home owner or a tenant of a Federal or State law affecting the health, safety or welfare of the other tenants or landlords, notice period is 14 days.

70-33-433 Review

- Changes in the use of the land, the notice period is 180 days.
- Any legitimate business reason not covered elsewhere, minimum of 90 days' written notice of the termination required.
- Change of use - 15 days written notice that the landlord will be appearing before a local government. After all permits have been approved, 6 months' written notice of termination of tenancy to the change of use.
- For purposes of calculating the total number of notices given within a 12-month period, one notice for each violation per month may be in calculations.



**WHAT
WAS**

