

New Residential Landlord Tenant Laws Effective June 14th, 2019

Housing Stability and Tenant Protection Act of 2019

1. Landlord shall offer Tenant opportunity to inspect after lease signing and **SHALL** enter into a written agreement as to condition.
2. Security deposits **CANNOT** exceed one month's rent.
3. Landlords **MUST** provide written receipts for any payments except by check and retain receipts for 3 years.
4. Late fee **CANNOT** exceed \$50 or 5% of monthly rent, whichever is less.
5. Eviction
 - A. If rent is not received within 5 days of due date, Landlord **MUST** send notice by certified mail that rent was not received.
 - B. One day later required to serve 14 day notice to pay or quit.
 - C. After 14 day period can commence eviction for unpaid rent only. (No late fees, utility charges, attorney fees, other costs or fees).
 - D. Petition for eviction must be served at least 10 days and not more than 17 days before hearing date.
 - E. If triable issue of fact either party can request adjournment within next 14 days.
 - F. A warrant must give at least 14 days following service to vacate and must be on a business day (sunrise to sunset).
 - G. Tenant can vacate warrant by paying rent, as set forth in warrant, to the court any time before enforcement of warrant.

H. Tenant can apply to court proving hardship to find suitable housing and get stay on warrant up to 1 year but must pay rent during occupancy.

I. If utilities are off due to Landlord, the eviction proceeding shall be stayed until restored.

J. It is a misdemeanor and subject to civil fines to remove a door, remove occupant's possessions or changing locks (without providing a key) or interruptions of essential services.

K. If Tenant files a complaint regarding services/conditions an eviction brought creates a rebuttable presumption it is retaliatory if within 1 year of complaint.

6. If either party intends to terminate the tenancy, the Landlord **SHALL** notify Tenant in writing of Tenant's right to an inspection before vacating and right to be at inspection. The inspection **SHALL** be scheduled no earlier than 2 weeks and no later than 1 week prior to vacate date. Landlord **SHALL** provide 48 hours written notice of date and time of inspection.

7. Landlord **SHALL** provide itemized list for deductions and balance of security deposit to Tenant within 14 days of vacating.

Landlord has burden to prove reasonableness of changes and if don't comply, it is a violation that provides for damages and punitive damages against the Landlord.

8. Notice of rent increase or nonrenewal requires – effective 10/14/19

- 30 days if Tenant less than 1 year and no lease over 1 year

- 60 days if Tenant more than 1 year and less than 2 years

- 90 days if Tenant over 2 years