

Stricken language would be deleted from and underlined language would be added to present law.

State of Arkansas  
91st General Assembly  
Regular Session, 2017

As Engrossed: H2/23/17 H3/2/17  
**A Bill**

HOUSE BILL 1166

By: Representatives Rushing, Henderson, Lemons, Eaves, Jett, Beck, Bentley, Bragg, Branscum, Collins, Davis, Dotson, D. Douglas, Drown, Fielding, Gates, Holcomb, Ladyman, Lowery, Nicks, Petty, Rye, Sorvillo, Speaks, Sturch, Tosh, Warren

### **For An Act To Be Entitled**

AN ACT TO CLARIFY THE OBLIGATIONS OF RESIDENTIAL LANDLORDS AND RESIDENTIAL TENANTS; TO REQUIRE IMPLIED QUALITY STANDARDS FOR TENANTS OF RESIDENTIAL REAL PROPERTY; AND FOR OTHER PURPOSES.

### **Subtitle**

TO CLARIFY THE OBLIGATIONS OF RESIDENTIAL LANDLORDS AND RESIDENTIAL TENANTS; AND TO REQUIRE IMPLIED QUALITY STANDARDS FOR TENANTS OF RESIDENTIAL REAL PROPERTY.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code Title 18, Chapter 17, Subchapter 5, is amended to add additional sections to read as follows:

18-17-502. Implied Quality Standards.

(a) Except when prevented by an act of God, the failure of public utility services, or other force majeure events, there shall be implied in all leases and rental agreements for residential purposes a requirement that the dwelling unit or single family residence shall:

(1) Have a functioning heating and air conditioning system to the extent the heating and air conditioning system served the premises at the time the landlord and the tenant entered into the lease or rental agreement;

(2) Have functioning electricity, potable water, and sanitary sewer systems that conform to applicable building and housing codes in



existence at the time of installation; and

(3) Have a functioning roof and building envelope.

(b)(1) If a dwelling unit or single family residence does not comply with subsection (a) of this section, the tenant is entitled to deliver notice of the noncompliance to the landlord by certified mail or any other method provided by the lease or rental agreement and shall specify the acts and omissions constituting the noncompliance.

(2)(A) If the payment of rent is current and the landlord does not remedy the noncompliance within thirty (30) calendar days after receiving the notice required by subdivision (b)(1) of this section, the tenant's sole remedy shall be to terminate the lease or rental agreement without penalty and receive a refund of all security deposits recoverable under § 18-16-301 et seq.

(B) However, if the landlord establishes that the implied quality standards were met as required by subsection (a) of this section, the landlord may apply the tenant's security deposit to the payment of damage to the premises caused by the tenant.

(3) A tenant shall not offset or withhold rent from the landlord for any alleged or actual violation of the implied quality standards listed in subsection (a) of this section.

(c) A landlord is presumed to be in compliance with the implied quality standards listed in subsection (a) of this section if the noncompliance:

(1) Was caused by the deliberate or negligent act or omission of:

(A) The tenant;

(B) A member of the tenant's family;

(C) Another occupant of or visitor on the premises;

(D) Any person other than the landlord or the landlord's agent on the premises with the consent of the tenant, including without limitation a person employed directly by the tenant to make repairs to the premises without the knowledge or consent of the landlord; or

(2) Could not be remedied because the tenant unreasonably refused the landlord entry to the premises for the purpose of correcting the condition.

(d)(1) Nothing in this section, a lease, or a rental agreement shall

prohibit a tenant from making a reasonable installation at his or her expense of a smoke or carbon monoxide detector.

(2) If a smoke or carbon monoxide detector is installed, the tenant shall be responsible for:

(A) Maintaining the smoke or carbon monoxide detector in working order; and

(B) Any repairs necessitated by the removal of the smoke or carbon monoxide detector at the end of the lease or rental agreement.

(e)(1) Before signing a lease or rental agreement, a landlord shall provide the tenant a reasonable opportunity to:

(A) Have the premises inspected under consideration for occupancy by the tenant or by a professional licensed home inspector; and

(B) Review the lease or rental agreement and have an attorney review the lease or rental agreement at the expense of the tenant.

(2) If the tenant is not satisfied with the inspection of the premises or the review of the lease or rental agreement, the sole remedy of the tenant shall be to decline to rent and occupy the premises.

(3)(A) Any right of a tenant to obtain an inspection of the premises or to have the lease reviewed by an attorney under subdivision (e)(1) of this section shall not create a binding obligation on the part of the tenant or landlord to lease the premises.

(B) A binding obligation shall occur only when an agreement to lease or rent the premises between a landlord and tenant has occurred.

(f) This section shall not:

(1) Be construed to expand a landlord's tort liability beyond the limits set by § 18-16-110; and

(2) Except as provided in subdivision (b)(2)(A) of this section and § 18-16-110, limit any rights, responsibilities, or remedies that either party may have under common law.

/s/Rushing