

Comparison of CSHB 282 (L&C) vs CSHB 282 (JUD)

CSHB 282 (L&C)	CSHB 282 (L&C)	CSHB 282 (JUD)	CSHB 282 (JUD)
<p>Page 1, Line 5-Page 4 Line 29</p> <p>Page 13, Lines 2-4</p>	<p>Sections 1, 2, 3 and 17 removed the word “Uniform” from the landlord tenant act.</p>		<p>Removing Sections 1, 2, 3 and 17 put the word “Uniform” back into statute. Uniform relates to the Uniform Law Commission that seeks to provide states with non-partisan legislation that brings clarity and stability to critical areas of state statutory law. The Uniform Commission is currently working on a revision to the Uniform Residential Landlord Tenant Act but is a few years away from completion.</p>
<p>Page 4, Line 30-Page 5 Line 11</p>	<p>Section 4 Housekeeping language change from “Parties” to “landlord and tenant.”</p>	<p>Page 1 Line 5</p>	<p>Becomes Section 1</p>
<p>Page 5 Line 13-16</p>	<p>Section 5 Reaffirms the maximum prepaid rent except in the case of a pet. It allows landlords to request and maintain an additional amount for potential damage caused by a pet. Persons with pets would/could pay an additional amount over and above the cap of two months’ rent but not more than three months.</p>	<p>Page 2 Line 5-8</p>	<p>Becomes Section 2</p> <p>Pets are further addressed in Section 6</p>

Page 5 Line 28-30	Section 6 Includes a definition for “normal wear and tear”	Page 2 Line 20-22	Becomes Section 3 Normal wear and tear are further addressed in Sections 6 & 7
Page 6 Line 9-18	Section 7 Specifically requires the landlord to separately account for each tenant’s prepaid rent and security deposits and restricts their use for the intended tenant’s unit. Separately accounting for is a bookkeeping methodology and doesn’t require the creation of a separate bank account for each unit.	Page 3 Line 1-10	Becomes Section 4
Page 6 Lines 23-25	Section 8: Allows a landlord to have up to 30 days to return damage deposit if damages have occurred. This gives the landlord adequate time to assess the cost of repair prior to refunding the deposit. If there is no damage, the 14 day delay would still be enforced.	Page 3 Line 15-17	Becomes Section 5

Page 7 Lines 3-19	Section 9 is a new section that permits an additional deposit over and above the current security deposit maximums to allow for pets, defines normal wear and tear and brings forward the American Disabilities Act definition of “serve animals” as opposed to pets or “comfort animals.”	Page 3 Lines 26- Page 4 line 11	Becomes Section 6
Page 7 Lines 21-28	Section 10 requires both tenant and landlord sign a premises condition statement. This gives both the tenant and the landlord a mutually agreed upon basis to determine damages or “normal wear and tear” at the end of the lease.	Page 4 Lines 13-20	Becomes Section 7
Page 8 Lines 22-29	Section 11 permits the rental of dry cabins in Alaska if both parties agree to that condition.	Page 5 Lines 14-21	Becomes Section 8
Page 9 Line 30- Page 10 Line 10	Section 12 allow for the landlord to restrict the number of inhabitants in the dwelling unit.	Page 6 Lines 23-25	Becomes Section 9 There is one amendment that was added to this section in Judiciary. The addition of the words “or the rental agreement” was added.

Page 10 Lines 4-9	Section 13 added a new subsection asking the tenant to leave the premises in substantially the same condition, including in the landlord's discretion, professionally cleaning carpets if the carpets were professionally cleaned before tenancy began.	Page 6 Line 27- Page 7 Line 1	Becomes Section 10
Page 10 Line 11- Page 11 Line 5	Section 14 provided for early release of a victim of sexual abuse	Removed	
Page 11 Line 9- Page 12 Line 2	Section 15 permits a landlord to expedite eviction of a tenant engaged in illegal activities between 1 and 5 days.	Page 7 Lines 5-28	Becomes Section 11
Page 12 Line 15- Page 12 Line 1	Section 16 defined transient occupancy and gave special deference to transient occupancy in a housing assistance program from a victim counseling center.	Removed	
Page 13 Lines 3-4	Section 17: As noted in Sections 1-3-it removed the word "uniform" in the title	Removed	
Page 13 Lines 25-27	Section 18: Allows landlords to collect unpaid rent or damages from a renter's Permanent Dividend Check to the full amount. (places it as priority #8 on the list)	Page 8 Lines 19-21	Becomes Section 12
Page 13 Lines 30-31	Section 19: Provides for an effective date	Page 8 Lines 24-25	Becomes Section 13