

Hall of the House of Representatives
93rd General Assembly - Regular Session, 2021
Amendment Form

Subtitle of House Bill No. 1563

TO AMEND THE ARKANSAS RESIDENTIAL LANDLORD-TENANT ACT OF 2007; TO CREATE A CIVIL
EVICTION PROCESS; AND TO REQUIRE MINIMUM HABITABILITY STANDARDS FOR TENANTS OF
RESIDENTIAL REAL PROPERTY.

Amendment No. 2 to House Bill 1563

Amend House Bill No. 1563 as engrossed H3/9/21 (version: 03/09/2021 3:03:38 PM):

Delete Representative Brown as a cosponsor of the bill

AND

Delete SECTIONS 1-3 in their entirety

AND

Page 8, delete lines 27 through 30, and substitute the following:

"relationship only and does not create any duties in tort or causes of action
in tort."

AND

Page 9, delete lines 18 and 19, and substitute the following:

"other person on the premises, except the landlord or landlord's agent.

(b) A landlord who is the owner of more than four (4) dwelling units
or"

AND

Page 9, delete line 22, and substitute the following:

"than four (4) dwelling units shall ensure the premises:"

AND

Page 9, delete lines 31 through 36, and substitute the following:

"(5) Are not infested by rodents, insects, and vermin so as to
materially affect the health and safety of the occupants, unless the
infestation is caused by the occupants;



(6) Do not contain harmful mold that materially affects the health and safety of the occupants;"

AND

Page 10, delete line 2, and substitute the following:

"(B) If the smoke alarm or smoke detector is solely battery-operated,"

AND

Page 10, delete line 4, and substitute the following:

"batteries at the beginning of the tenancy.

(C) A landlord is in compliance under this section if the tenant removes the batteries or otherwise disables the smoke alarm or smoke detector;"

AND

Page 10, delete lines 6 and 7, and substitute the following:

"contains a carbon monoxide source."

AND

Page 10, delete line 10, and substitute the following:

"batteries at the beginning of the tenancy.

(C) A landlord is in compliance under this section if the tenant removes the batteries or otherwise disables the carbon monoxide alarm;"

AND

Page 10, delete line 22, and substitute the following:

"(b) of this section if the:

(1) Noncompliance is caused by or is a result of a"

AND

Page 10, delete line 25, and substitute the following:

"consent; or

(2) Tenant is not current with payment of rent."

AND

Page 11, delete lines 7 through 12, and substitute the following:

"(C)(i) If the cost of the repair exceeds the value of three (3) months' rent, the landlord shall notify the tenant within fourteen (14) days of the delivery of the written notice, and the tenant may terminate the rental agreement and vacate the premises and is entitled to:

(a) One (1) month's rent at the time the tenant vacates the premises; and

(b) The amount of the security deposit and prepaid rent to which the tenant is entitled, which shall be paid within five (5) days of the date the tenant vacates the premises.

(ii) The tenant:

(a) Shall exercise the option to terminate the rental agreement and vacate the premises within seven (7) days of notification by the landlord;

(b) Is entitled to see the estimate for the repair; and

(c) Shall vacate the premises within thirty (30) days or within a longer period if both parties agree.

(iii) The landlord shall not re-rent the premises until the premises comply with § 18-17-502."

AND

Page 11, delete lines 26 through 28

AND

Page 11, line 29, delete "(f)" and substitute "(e)"

AND

Page 11, line 36, delete "(g)" and substitute "(f)"

AND

Page 12, delete lines 4 through 36, and substitute the following:

"18-17-504. Retaliation prohibited – Remedies.

(a) Except as provided in this section, a landlord shall not retaliate against a tenant who complains to the landlord or to a government agency about a noncompliance or code violation or has sought to enforce a remedy under the rental agreement or this subchapter by increasing rent or fees, bringing or threatening to bring a failure to vacate charge or an action for possession of the premises, or taking similar action.

(b) Notwithstanding subsection (a) of this section, a landlord may bring an action for possession of the premises if the tenant is in material noncompliance with the rental agreement, the tenant did not engage in conduct described in subsection (a) of this section until after the filing of the action, or other grounds for eviction exist.

(c) If a tenant engages in conduct described in subsection (a) with no factual or legal basis for the conduct, any conduct by the landlord described in subsection (a) of this section is not retaliatory.

(d) If a landlord engages in conduct of retaliation under subsection (a) of this section, the tenant has a defense against an action for possession of the premises or a charge of failure to vacate and may recover possession or terminate the rental agreement.

(e) If a tenant terminates a rental agreement under subsection (d) of this section, the landlord shall return to the tenant the security deposit and any prepaid rent to which the tenant is entitled."

AND

Page 13, delete lines 1 through 36

AND

Page 14, delete lines 1 through 17

AND

Delete SECTION 6 in its entirety

AND

Appropriately renumber the sections of the bill

The Amendment was read _____
By: Representative Gazaway
DTP/DTP - 03-16-2021 16:47:19
DTP195

Chief Clerk