

IN THE SENATE

SENATE BILL NO. 1043

BY JUDICIARY AND RULES COMMITTEE

AN ACT

1 RELATING TO LANDLORDS AND TENANTS; AMENDING SECTION 6-308, IDAHO CODE,  
2 TO REMOVE A PROVISION REGARDING DEFENDANT PARTIES; AMENDING SECTION  
3 39-3503, IDAHO CODE, TO PROVIDE A CORRECT CODE REFERENCE; AMENDING  
4 SECTION 55-304, IDAHO CODE, TO REDESIGNATE THE SECTION; AMENDING SEC-  
5 TION 55-305, IDAHO CODE, TO REDESIGNATE THE SECTION; AMENDING SECTION  
6 55-306, IDAHO CODE, TO REDESIGNATE THE SECTION; AMENDING CHAPTER 3, TI-  
7 TLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-306, IDAHO CODE,  
8 TO ESTABLISH PROVISIONS REGARDING RENT CONTROL PROHIBITION; AMENDING  
9 SECTION 55-307, IDAHO CODE, TO REDESIGNATE THE SECTION AND TO REMOVE A  
10 PROVISION REGARDING RENT CONTROL; AMENDING SECTION 55-308, IDAHO CODE,  
11 TO REDESIGNATE THE SECTION; AMENDING SECTION 55-309, IDAHO CODE, TO  
12 REDESIGNATE THE SECTION; AMENDING SECTION 55-310, IDAHO CODE, TO REDES-  
13 IGNATE THE SECTION; AMENDING SECTION 55-311, IDAHO CODE, TO REDESIGNATE  
14 THE SECTION; AMENDING SECTION 55-312, IDAHO CODE, TO REDESIGNATE THE  
15 SECTION; AMENDING SECTION 55-313, IDAHO CODE, TO REDESIGNATE THE SEC-  
16 TION; AMENDING SECTION 55-314, IDAHO CODE, TO REDESIGNATE THE SECTION;  
17 AMENDING SECTION 55-2006, IDAHO CODE, TO PROVIDE A CORRECT CODE REFER-  
18 ENCE; AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.  
19

20 Be It Enacted by the Legislature of the State of Idaho:

21 SECTION 1. That Section 6-308, Idaho Code, be, and the same is hereby  
22 amended to read as follows:

23 6-308. PARTIES DEFENDANT. No person other than the tenant of the  
24 premises, and subtenant, if there be one, in the actual occupation of the  
25 premises when the notice herein provided for was served, need be made parties  
26 defendant in the proceeding, nor shall any proceeding abate nor the plain-  
27 tiff be nonsuited for the nonjoinder of any persons who might have been made  
28 parties defendant; but when it appears that any of the parties served with  
29 process or appearing in the proceeding are guilty of the offense charged,  
30 judgment must be rendered against them. Any person who shall become a sub-  
31 tenant of the premises or any part thereof after the service of notice as pro-  
32 vided in this chapter shall be bound by the judgment. ~~In case a married woman  
33 be a tenant or a subtenant, her coverture shall constitute no defense; but  
34 in case her husband be not joined, or unless she be doing business as a sole  
35 trader, an execution issued upon a personal judgment against her can only be  
36 enforced against property on the premises at the commencement of the action.~~

37 SECTION 2. That Section 39-3503, Idaho Code, be, and the same is hereby  
38 amended to read as follows:

39 39-3503. ADMISSION AGREEMENTS. (1) At or before the time of admission,  
40 the care provider shall negotiate a written, signed, and dated admis-

1 sion agreement between the care provider and the resident or the resident  
 2 representative, if applicable, specifying the dollar amount of monthly com-  
 3 pensation to be paid by the resident to the care provider and the monthly date  
 4 by which payment is due.

5 (2) A dollar amount to be charged to the resident shall be negotiated  
 6 in the admission agreement for monthly room and board, which includes break-  
 7 fast, lunch, and dinner offered each day.

8 (3) If any portion of funding for the resident's care is from a pri-  
 9 vate source, the admission agreement shall include a separately listed dol-  
 10 lar amount for any monthly care charges for which the resident is responsi-  
 11 ble. The care provider shall prorate and, if applicable, refund care charges  
 12 for any day the resident did not receive certified family home services dur-  
 13 ing the month.

14 (4) The care provider shall give the resident or resident represen-  
 15 tative, as appropriate, written notice in accordance with section ~~55-307~~  
 16 55-304, Idaho Code, before changing the terms of the admission agreement.

17 (5) An admission agreement signed by both parties shall remain in ef-  
 18 fect until one (1) of the following conditions are met:

19 (a) The admission agreement is properly terminated in accordance with  
 20 Idaho landlord-tenant law; or

21 (b) The care provider is no longer certified by the department.

22 (6) The admission agreement shall include protections that address  
 23 eviction and appeals comparable to those provided under Idaho landlord-ten-  
 24 ant law and chapter 3, title 6, Idaho Code.

25 (7) The admission agreement shall remain in force and effect, excluding  
 26 the certified family home's responsibility to provide meals and care, while  
 27 the resident is temporarily transferred from the certified family home to  
 28 another care setting on an emergency basis. Provided, as long as the admis-  
 29 sion agreement remains in effect, the care provider shall allow the resident  
 30 to resume receiving services in the certified family home after the emer-  
 31 gency condition has improved enough for the certified family home to provide  
 32 services in accordance with section 39-3507, Idaho Code.

33 SECTION 3. That Section 55-304, Idaho Code, be, and the same is hereby  
 34 amended to read as follows:

35 ~~55-304~~ 55-312. RECOVERY OF RENT ON LEASE FOR LIFE. Rent due upon a  
 36 lease for life may be recovered in the same manner as upon a lease for years.

37 SECTION 4. That Section 55-305, Idaho Code, be, and the same is hereby  
 38 amended to read as follows:

39 ~~55-305~~ 55-313. RENT ON LEASE FOR LIFE -- RECOVERY AFTER DEATH. Rent de-  
 40 pendent on the life of a person may be recovered after as well as before his  
 41 death.

42 SECTION 5. That Section 55-306, Idaho Code, be, and the same is hereby  
 43 amended to read as follows:

44 ~~55-306~~ 55-315. ACTION BY REVERSIONERS. A person having an estate in  
 45 fee, in remainder or reversion, may maintain an action for any injury done

1 to the inheritance, notwithstanding an intervening estate for life or years,  
 2 and although, after its commission, his estate is transferred, and he has no  
 3 interest in the property at the commencement of the action.

4 SECTION 6. That Chapter 3, Title 55, Idaho Code, be, and the same is  
 5 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
 6 ignated as Section 55-306, Idaho Code, and to read as follows:

7 55-306. LOCAL GOVERNMENT -- NO RENT CONTROL. A local governmental unit  
 8 shall not enact, maintain, or enforce an ordinance or resolution that would  
 9 have the effect of mandating Idaho property owners to be forced to partic-  
 10 ipate in an optional federal housing assistance program or any other pro-  
 11 gram or law that would otherwise regulate rent, fees, or deposits charged for  
 12 leasing private residential property. The provisions of this section do not  
 13 impair the right of any local governmental unit to manage and control resi-  
 14 dential property in which the local governmental unit has a property inter-  
 15 est.

16 SECTION 7. That Section 55-307, Idaho Code, be, and the same is hereby  
 17 amended to read as follows:

18 ~~55-307~~ 55-304. CHANGE IN TERMS OF LEASE -- NOTICE ~~--- NO RENT CON-~~  
 19 ~~TROL.~~ (1) In all leases of lands or tenements, or of any interest therein  
 20 from month to month, the landlord may, upon giving notice in writing at least  
 21 fifteen (15) days before the expiration of the month, change the terms of  
 22 the lease to take effect at the expiration of the month. The notice, when  
 23 served upon the tenant, shall of itself operate and be effectual to create  
 24 and establish, as a part of the lease, the terms, rent and conditions speci-  
 25 fied in the notice if the tenant shall continue to hold the premises after the  
 26 expiration of the month.

27 ~~(2) A local governmental unit shall not enact, maintain, or enforce an~~  
 28 ~~ordinance or resolution that would have the effect of mandating Idaho prop-~~  
 29 ~~erty owners to be forced to participate in an optional federal housing assis-~~  
 30 ~~tance program or any other program or law that would otherwise regulate rent,~~  
 31 ~~fees, or deposits charged for leasing private residential property. This~~  
 32 ~~provision does not impair the right of any local governmental unit to manage~~  
 33 ~~and control residential property in which the local governmental unit has a~~  
 34 ~~property interest.~~

35 ~~(3)~~ (2) Notwithstanding subsection (1) of this section, in all leases  
 36 of residential property, or of any interest therein, the landlord shall pro-  
 37 vide the tenant written notice of any increase in the amount of rent charged  
 38 or of the landlord's intention of nonrenewal of the lease at least thirty  
 39 (30) days before:

- 40 (a) Such nonrenewal of the lease; or  
 41 (b) Such increase in the amount of rent charged is intended to take ef-  
 42 fect.

43 SECTION 8. That Section 55-308, Idaho Code, be, and the same is hereby  
 44 amended to read as follows:

1       ~~55-308~~ 55-307. REMOVAL OF FIXTURES BY TENANT. A tenant may remove from  
 2 the demised premises, any time during the continuance of his term, anything  
 3 affixed thereto for the purposes of trade, manufacture, ornament or domestic  
 4 use, if the removal can be effected without injury to the premises, unless  
 5 the thing has, by the manner in which it is affixed, become an integral part  
 6 of the premises.

7       SECTION 9. That Section 55-309, Idaho Code, be, and the same is hereby  
 8 amended to read as follows:

9       ~~55-309~~ 55-308. OWNERSHIP OF STREET BY ABUTTER. An owner of land  
 10 bounded by a road or street is presumed to own to the center of the way, but  
 11 the contrary may be shown.

12       SECTION 10. That Section 55-310, Idaho Code, be, and the same is hereby  
 13 amended to read as follows:

14       ~~55-310~~ 55-309. RIGHT TO LATERAL AND SUBJACENT SUPPORT. Each cotermi-  
 15 nous owner is entitled to the lateral and subjacent support which his land  
 16 receives from the adjacent land, subject to the right of the owner of the ad-  
 17 joining land to make proper and usual excavations on the same for purposes of  
 18 construction, on using ordinary care and skill, and taking reasonable pre-  
 19 cautions to sustain the land of the other, and giving previous reasonable no-  
 20 tice to the other of his intention to make such excavation.

21       SECTION 11. That Section 55-311, Idaho Code, be, and the same is hereby  
 22 amended to read as follows:

23       ~~55-311~~ 55-314. DUTIES OF TENANT FOR LIFE. The owner of a life estate  
 24 must keep the buildings and fences in repair from ordinary waste, and must  
 25 pay the taxes and other annual charges, and a just proportion of extraordi-  
 26 nary assessments benefiting the whole inheritance.

27       SECTION 12. That Section 55-312, Idaho Code, be, and the same is hereby  
 28 amended to read as follows:

29       ~~55-312~~ 55-310. MONUMENTS AND FENCES. Cotermious owners are mutually  
 30 bound equally to maintain:

- 31       1. The boundaries and monuments between them.
- 32       2. The fences between them, unless one of them chooses to let his land  
 33 lie without fencing, in which case, if he afterward incloses it, he must re-  
 34 fund to the other the just proportion of the value, at that time, of any divi-  
 35 sion fence made by the latter.

36       SECTION 13. That Section 55-313, Idaho Code, be, and the same is hereby  
 37 amended to read as follows:

38       ~~55-313~~ 55-311. RELOCATION OF ACCESS. Where, for motor vehicle travel,  
 39 any access which is less than a public dedication, has heretofore been or may  
 40 hereafter be, constructed across private lands, the person or persons owning  
 41 or controlling the private lands shall have the right at their own expense

1 to change such access to any other part of the private lands, but such change  
 2 must be made in such a manner as not to obstruct motor vehicle travel, or to  
 3 otherwise injure any person or persons using or interested in such access.

4 SECTION 14. That Section 55-314, Idaho Code, be, and the same is hereby  
 5 amended to read as follows:

6 ~~55-314~~ 55-305. LIMITATION ON FEES FOR TENANTS OF A RENTAL PROP-  
 7 ERTY. (1) Any fees imposed on a residential tenant, including fees for the  
 8 late payment of rent, shall be reasonable.

9 (2) An owner may not charge to the tenant of a rental property a fee,  
 10 fine, assessment, interest, or other cost:

11 (a) In an amount greater than that agreed upon in the rental agreement;  
 12 or

13 (b) That is not included in the rental agreement, unless:

14 (i) The rental agreement is an oral agreement; or

15 (ii) The rental agreement is written, and the owner provides the  
 16 tenant a written thirty (30) day notice of the change in the fee,  
 17 fine, assessment, interest, or other cost.

18 (3) The provisions of this section shall apply to rental agreements en-  
 19 tered into or renewed on or after July 1, 2023.

20 (4) Nothing in this section shall be construed to limit the amount that  
 21 can be charged for rent.

22 SECTION 15. That Section 55-2006, Idaho Code, be, and the same is hereby  
 23 amended to read as follows:

24 55-2006. ADJUSTMENTS TO RENT, SERVICES, UTILITIES OR RULES. (1) A  
 25 landlord may increase or decrease rents after expiration of the lease term,  
 26 but only with ninety (90) days' written notice to the residents. Such writ-  
 27 ten notice shall be sent by first class mail, certified mail or personal  
 28 delivery.

29 (2) Rental increases shall be uniform throughout the community. When  
 30 rents within a community are structured by reason of lot or home size, ameni-  
 31 ties, lot location or otherwise, rental increases shall be uniform among all  
 32 homes in the same rent tier.

33 (3) A landlord shall give written notice of such change to each affected  
 34 homeowner at least ninety (90) days prior to any amendment to the rental  
 35 agreement. The landlord may not amend the rental agreement or rules more  
 36 frequently than once in a six (6) month period.

37 (4) Rents in communities are governed by the provisions of ~~subsection~~  
 38 ~~(2) of section 55-307~~ section 55-306, Idaho Code, which provides that a lo-  
 39 cal governmental unit shall not enact, maintain, or enforce an ordinance or  
 40 resolution that would have the effect of regulating rent charged for leasing  
 41 private residential property.

42 (5) Notwithstanding the foregoing provisions, a rental agreement may  
 43 include an escalation clause for a pro rata share of any increase or decrease  
 44 in the community's ad valorem taxes, utility assessments, or other services  
 45 as included in the monthly rental charge, after the effective date of such a  
 46 change. Issues of public safety, health or property degradation may also be

1 included in this section. The landlord shall give thirty (30) days' written  
2 notice to a resident before such an increase or decrease.

3 SECTION 16. An emergency existing therefor, which emergency is hereby  
4 declared to exist, this act shall be in full force and effect on and after  
5 July 1, 2025.