

HOUSE BILL NO. 1496

Introduced by

Representatives Foss, Schneider, Hendrix, Hanson

Senators Braunberger, Boschee, Barta, Cory

1 A BILL for an Act to amend and reenact section 47-16-13.1 of the North Dakota Century Code,
2 relating to landlord obligations owed to a tenant.

3 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

4 **SECTION 1. AMENDMENT.** Section 47-16-13.1 of the North Dakota Century Code is
5 amended and reenacted as follows:

6 **47-16-13.1. Landlord obligations - Maintenance of premises.**

7 1. A landlord of a residential dwelling unit shall:

8 a. Comply with the requirements of applicable building and housing codes
9 materially affecting health and safety.

10 b. Make all repairs and do whatever is necessary to put and keep the premises in a
11 fit and habitable condition.

12 c. Keep all common areas of the premises in a clean and safe condition.

13 d. Maintain in good and safe working order and condition all electrical, plumbing,
14 sanitary, heating, ventilating, air-conditioning, and other facilities and appliances,
15 including elevators, supplied or required to be supplied by the landlord.

16 e. Provide and maintain appropriate receptacles and conveniences for the removal
17 of ashes, garbage, rubbish, and other waste incidental to the occupancy of the
18 dwelling unit and arrange for their removal.

19 f. Supply running water and reasonable amounts of hot water at all times and
20 reasonable heat, except if the building that includes the dwelling unit is not
21 required by law to be equipped for that purpose or if the dwelling unit is so
22 constructed that heat or hot water is generated by an installation within the
23 exclusive control of the tenant and supplied by a direct public utility connection or
24 if the water or heat is unavailable due to supply failure by a public utility.

- 1 2. In case of noncompliance with the requirements of subdivisions b through f of
2 subsection 1, a reasonable time shall be allowed to remedy such noncompliance.
- 3 3. If the duty imposed by subdivision a of subsection 1 is greater than any duty imposed
4 by any other subdivision of that subsection, the landlord's duty shall be determined by
5 reference to subdivision a of subsection 1.
- 6 4. The landlord and tenant of a single-family residence may agree in writing that the
7 tenant perform the landlord's duties specified in subdivisions e and f of subsection 1
8 and also specified repairs, maintenance tasks, alterations, and remodeling, but only if
9 the transaction is entered into in good faith.
- 10 5. The landlord and tenant of any dwelling unit other than a single-family residence may
11 agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or
12 remodeling only if:
 - 13 a. The agreement of the parties is entered into in good faith and is set forth in a
14 separate writing signed by the parties and supported by adequate consideration.
 - 15 b. The work is not necessary to cure noncompliance with subdivision e of
16 subsection 1.
 - 17 c. The agreement does not diminish or affect the obligation of the landlord to other
18 tenants in the premises.
- 19 6. The landlord may not treat performance of the separate agreement described in
20 subsection 4 as a condition to any obligation or performance of any rental agreement.
- 21 7. As used in this section "reasonable heat" means:
 - 22 a. Between October first and April thirtieth, a temperature not less than sixty-eight
23 degrees Fahrenheit [20 degrees Celsius]; and
 - 24 b. Between May first and September thirtieth, a temperature appropriate for
25 seasonal conditions of the region in which the property is located.