

1 AN ACT relating to rights and obligations of landlords and tenants to a residential
2 lease.

3 *Be it enacted by the General Assembly of the Commonwealth of Kentucky:*

4 ➔SECTION 1. KRS 383.545 IS REPEALED AND REENACTED AS A NEW
5 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

6 *As used in Sections 1 to 61 of this Act:*

7 *(1) "Action" means an action for damages, possession, ejectment, quiet title, specific*
8 *performance, or other judicial proceeding in which rights under a lease or*
9 *Sections 1 to 61 of this Act are determined;*

10 *(2) "Actual damages" means compensation for direct, consequential, or incidental*
11 *injuries or losses. The term includes amounts payable to a landlord or tenant*
12 *under the lease for a violation of the lease and diminution in the value of a*
13 *dwelling unit;*

14 *(3) "Bank" means an organization that engages in the business of banking and is*
15 *federally insured. The term includes a savings bank, savings and loan*
16 *association, credit union, and trust company;*

17 *(4) "Building, housing, fire, or health code" includes any law concerning fitness for*
18 *habitation or the construction, maintenance, operation, occupancy, use, or*
19 *appearance of the premises;*

20 *(5) "Contact person" means a person designated by a tenant under subsection (2) of*
21 *Section 8 of this Act;*

22 *(6) "Criminal act" or "criminal activity" means:*

23 *(a) The manufacture, sale, distribution, use, or possession of a controlled*
24 *substance on or in the vicinity of the premises which is criminal under state*
25 *or federal law; or*

26 *(b) Activity that is criminal under state or federal law and threatens the health*
27 *or safety of an individual on the premises or the landlord or landlord's*

1 agent on or off the premises;

2 (7) "Diminution in the value of a dwelling unit" means a reduction from rent which
3 reflects the extent to which a noncompliant condition of the premises impairs the
4 tenant's use and enjoyment of the unit, as determined by a court based on
5 evidence that need not include expert testimony;

6 (8) "Dwelling unit" means property leased to a tenant for use as a home, residence,
7 or sleeping place by an individual or two (2) or more individuals who maintain a
8 common household, regardless of their relationship to each other. The term
9 includes:

10 (a) A single family residence, together with fixtures and appurtenances, the
11 land on which it is located, and any other structure on the land; and

12 (b) A structure or part of a structure in which the tenant resides, together with
13 fixtures and appurtenances, and any other area of the land on which the
14 structure is located to which the tenant is given an exclusive right of
15 possession during the term of the lease, including a designated parking
16 space or storage area;

17 (9) "Electronic" means relating to technology having electrical, digital, magnetic,
18 wireless, optical, electromagnetic, or similar capability;

19 (10) "Essential service" means heat, hot and cold running water, sewage or septic
20 disposal, and electricity. The term includes gas or air conditioning if required to
21 be supplied to a tenant by the lease or state law or local ordinance which, if not
22 supplied to the tenant, would create a serious threat to the health, safety, or
23 property of the tenant or immediate family member;

24 (11) "Fees" means amounts payable by a tenant to a landlord which the landlord has
25 no obligation to account for or return to the tenant. The term does not include
26 rent or a security deposit;

27 (12) "Funds" means money, checks, bank account credits, certificates of deposit, or

1 the like;

2 (13) "Good faith" means honesty in fact and the observance of reasonable
3 commercial standards of fair dealing;

4 (14) "Guest" means an individual, other than the landlord or landlord's agent, invited
5 on the premises by a tenant or immediate family member;

6 (15) "Immediate family member" means any of the following who habitually resides
7 in a dwelling unit with a tenant:

8 (a) An individual related to the tenant by blood, adoption, marriage, civil
9 union, or domestic partnership;

10 (b) An individual having an intimate relationship with the tenant; or

11 (c) A foster child, stepchild, or ward of the tenant;

12 (16) "Landlord" means:

13 (a) The owner of a dwelling unit rented to a tenant;

14 (b) A successor in interest to the landlord;

15 (c) A sublessor, only if the landlord did not consent to the sublease; and

16 (d) A person that manages the unit or enters a lease on behalf of the owner of
17 the unit and fails to comply with Section 7 of this Act, except with respect to
18 events occurring after:

19 1. The tenant is given notice in a record that complies with Section 7 of
20 this Act; or

21 2. The date of termination of the person's authority to act on behalf of
22 the owner if that authority is terminated;

23 (17) "Law" includes federal or state statutes, case law, administrative action, and
24 legislative acts of local governments;

25 (18) "Lease" means a contract, oral or in a record, between a landlord and tenant in
26 which the landlord rents a dwelling unit to the tenant for a tenancy for a fixed
27 term or a periodic tenancy. The term includes an amendment to the lease, rules

1 adopted by the landlord which were disclosed to the tenant under Section 7 of this
2 Act, and, subject to Section 18 of this Act, rules adopted by the landlord after
3 commencement of the term of the lease;

4 (19) "Notice in a record" means notice that complies with subsection (2) of Section 6
5 of this Act;

6 (20) "Owner" means a person vested with all or part of:

7 (a) Legal title to the premises; or

8 (b) Beneficial ownership and a right to present use and enjoyment of the
9 premises;

10 (21) "Periodic rent" means the amount payable each month under a tenancy for a
11 fixed term or a periodic tenancy for month to month or payable each week under
12 a periodic tenancy for week to week. If rent is payable annually, periodic rent is
13 the amount of the annual rent divided by twelve (12);

14 (22) "Periodic tenancy" means a tenancy created under a lease or arising by
15 operation of law for either month to month or week to week;

16 (23) "Person" means an individual, estate, trust, business or nonprofit entity, public
17 corporation, government or governmental subdivision, agency, or
18 instrumentality, or other legal entity;

19 (24) "Premises" means a dwelling unit and, to the extent owned by the landlord, any
20 structure of which the unit is a part. The term includes any area and structure
21 owned by the landlord which are associated with the structure in which the
22 dwelling unit is located and held out by the landlord for the use of tenants
23 generally;

24 (25) "Prepaid rent" means rent paid to a landlord before the first day of the rental
25 period to which it is to be applied;

26 (26) "Record" means information that is inscribed on a tangible medium or that is
27 stored in an electronic or other medium and is retrievable in perceivable form;

1 (27) "Rent," used as a noun, means a payment for the right to possession of a
2 dwelling unit. The term does not include a security deposit or fees;

3 (28) "Repairs" includes remediation;

4 (29) "Security deposit" means funds provided to a landlord to secure payment or
5 performance of a tenant's obligations under a lease or Sections 1 to 61 of this Act
6 and the identifiable proceeds of the funds, however denominated. The term does
7 not include rent or fees;

8 (30) "Security interest" means an interest in personal property which secures
9 payment or performance of a tenant's obligations under a lease or Sections 1 to
10 61 of this Act;

11 (31) "Sign" means, with present intent to authenticate or adopt a record:

12 (a) To execute or adopt a tangible symbol; or

13 (b) To attach to or logically associate with the record an electronic symbol,
14 sound, or process.

15 For purposes of this subsection, "symbol" includes an electronic-mail
16 address or other identifying header;

17 (32) "State" means a state of the United States, the District of Columbia, Puerto Rico,
18 the United States Virgin Islands, or any territory or insular possession subject to
19 the jurisdiction of the United States;

20 (33) "Tenancy for a fixed term" means a tenancy under a lease for a fixed or
21 computable period, regardless of the length of the period;

22 (34) "Tenant" means:

23 (a) A person that is a party to a lease of a dwelling unit and is entitled to
24 possession of the unit;

25 (b) An assignee or sublessee of a tenant which has possession of the unit with
26 the landlord's consent; and

27 (c) An individual authorized to occupy the unit by a tenant;

1 (35) "Tenant representative" means:

2 (a) A personal representative of a deceased tenant's estate; or

3 (b) Before the appointment of a personal representative, a contact person, or in
4 the absence of a contact person, a person the landlord reasonably believes
5 to be an heir of the tenant under the applicable intestate succession law;

6 (36) "Unearned rent" means rent, including prepaid rent, that a tenant paid to a
7 landlord for the right to possession of the dwelling unit for any period after the
8 date the lease terminates in accordance with its terms or Sections 1 to 61 of this
9 Act. The term does not include an amount, including rent, owed to the landlord
10 for a period before or after the date the lease terminates during which the tenant
11 is in physical possession of the premises; and

12 (37) "Willful" means intentional performance of an act the actor knows to be
13 prohibited by Sections 1 to 61 of this Act or a lease, intentional failure to perform
14 an act the actor knows to be required by Sections 1 to 61 of this Act or the lease,
15 or deliberate indifference to whether the performance or failure to perform
16 violates Sections 1 to 61 of this Act or the lease. "Willfully" has a corresponding
17 meaning.

18 ➔SECTION 2. KRS 383.535 IS REPEALED AND REENACTED AS A NEW
19 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

20 (1) As used in this section:

21 (a) "Occupancy as a vacation rental" means occupancy that has the following
22 characteristics:

23 1. The tenant rents the dwelling unit for vacation purposes only and has
24 a principal residence other than the unit;

25 2. The unit is furnished with personal property necessary to make the
26 unit ready for immediate occupancy by the tenant; and

27 3. The occupancy does not exceed thirty (30) consecutive days; and

1 (b) "Transient occupancy" means occupancy in a room or suite of rooms
2 which has the following characteristics:

3 1. The cost of occupancy is charged on a daily basis;

4 2. The operator of the room or suite provides housekeeping and linen
5 service as part of the regularly charged cost of occupancy; and

6 3. The occupancy does not exceed thirty (30) consecutive days.

7 (2) Except as otherwise provided in subsection (3) of this section, Sections 1 to 61 of
8 this Act applies to a lease of a dwelling unit in this Commonwealth.

9 (3) The following arrangements are not governed by Sections 1 to 61 of this Act:

10 (a) Residence at a public or private facility, if incidental to detention or the
11 provision of medical, mental health, geriatric, counseling, educational,
12 religious, disability, personal safety, or similar service;

13 (b) Occupancy under a contract of sale of, or an option to purchase, a dwelling
14 unit or the building of which it is a part, if the occupant is the purchaser or
15 optionee or an individual who has succeeded to the interest of the purchaser
16 or optionee;

17 (c) Occupancy by a member of a fraternal or social organization in a part of a
18 structure operated for the benefit of the organization;

19 (d) Transient occupancy;

20 (e) Occupancy by an employee of a landlord when the employee's right to
21 occupancy is conditioned on employment in or about the premises;

22 (f) Occupancy by a holder of a proprietary lease in a cooperative;

23 (g) Occupancy under a lease covering premises used by the occupant for
24 agricultural purposes;

25 (h) Occupancy as a vacation rental; and

26 (i) A ground lease of real property which lease does not include a dwelling
27 unit.

1 ➔SECTION 3. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
2 READ AS FOLLOWS:

3 (1) A right or obligation under Sections 1 to 61 of this Act is enforceable by an action
4 unless the provision creating the right or obligation provides otherwise.

5 (2) A party seeking relief under Sections 1 to 61 of this Act has a duty to mitigate
6 damages.

7 ➔SECTION 4. KRS 383.550 IS REPEALED AND REENACTED AS A NEW
8 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

9 Every lease or duty under Sections 1 to 61 of this Act imposes an obligation of good
10 faith in its performance and enforcement.

11 ➔SECTION 5. KRS 383.555 IS REPEALED AND REENACTED AS A NEW
12 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

13 (1) If a court, as a matter of law, finds a lease or any provision of the lease was
14 unconscionable at the time it was made, the court may refuse to enforce the lease,
15 enforce the remainder of the lease without the unconscionable provision, or limit
16 application of the unconscionable provision to avoid an unconscionable result.

17 (2) If a court, as a matter of law, finds a settlement agreement in which a party
18 waived or agreed to forgo a claim or right under a lease or Sections 1 to 61 of this
19 Act was unconscionable at the time it was made, the court may refuse to enforce
20 the agreement, enforce the remainder of the agreement without the
21 unconscionable provision, or limit application of the unconscionable provision to
22 avoid an unconscionable result.

23 (3) If a party or the court puts unconscionability in issue under subsection (1) or (2)
24 of this section, the court shall allow the parties to present evidence of the setting,
25 purpose, and effect of the lease or settlement agreement to aid the court in
26 making the determination of unconscionability.

27 ➔SECTION 6. KRS 383.560 IS REPEALED AND REENACTED AS A NEW

1 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

2 (1) In Sections 1 to 61 of this Act, a person has notice of a fact if the person:

3 (a) Has actual knowledge of the fact;

4 (b) Received notice of the fact under subsection (4) of this section; or

5 (c) Has reason to know the fact exists from all facts known to the person at the
6 time in question.

7 (2) Except as otherwise provided in subsection (3) of Section 44 of this Act, if
8 Sections 1 to 61 of this Act require notice in a record, the notice must be signed
9 by the person giving it and:

10 (a) Delivered personally to the recipient;

11 (b) Deposited in the mail with proper postage and properly addressed if:

12 1. Sent to the landlord, to the mailing address specified under Section 7
13 of this Act;

14 2. Sent to the tenant, to the mailing address specified under Section 8 of
15 this Act; or

16 3. Sent to a person other than a landlord or tenant, or there is no address
17 specified for the landlord or tenant, to an address reasonable under
18 the circumstances; and

19 (c) Unless the landlord or tenant notifies the other at any time that notice shall
20 be given only by personal delivery or by mail as provided in paragraph (b) of
21 this subsection, delivered by another means of communication with cost of
22 transmission provided for and properly addressed if:

23 1. Sent to the landlord, to an address specified under Section 7 of this
24 Act; and

25 2. Sent to the tenant, to an address specified under Section 8 of this Act;
26 or

27 3. No address is specified, to an address reasonable under the

1 circumstances.

2 (3) Except as otherwise provided in subsection (2) of this section, a person gives
3 notice of a fact to another person by taking steps reasonably calculated to inform
4 the other person, whether or not the other person learns of the fact.

5 (4) In Sections 1 to 61 of this Act, a person receives notice of a fact when:

6 (a) The fact comes to the person's attention; or

7 (b) If notice in a record is required, the notice is:

8 1. Personally delivered under subsection (2)(a) of this section; or

9 2. Sent or delivered under subsection (2)(b) or (c) of this section.

10 ➔SECTION 7. KRS 383.585 IS REPEALED AND REENACTED AS A NEW
11 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

12 (1) Before accepting an application fee, the prospective landlord shall disclose to the
13 prospective tenant in a record the criteria the landlord uses to determine the
14 landlord's willingness to enter into a lease with a tenant.

15 (2) Before accepting funds to be applied to a security deposit, prepaid rent, or fees
16 other than an application fee, or before entering into a lease, a prospective
17 landlord shall disclose to the prospective tenant in a record the following:

18 (a) Any condition of the premises which the landlord knows or on a reasonable
19 inspection of the premises should have known would constitute a
20 noncompliance under Section 16 of this Act and would materially interfere
21 with the health or safety of the tenant or immediate family member or
22 would materially interfere with the use and enjoyment of the premises by
23 the tenant or immediate family member;

24 (b) Whether, to the knowledge of the landlord, a foreclosure action or
25 extrajudicial foreclosure proceeding has been commenced against the
26 premises;

27 (c) If rent is prepaid, the month or other period of the lease to which the rent is

1 to be applied; and

2 (d) The rules affecting the tenant's use and enjoyment of the premises, whether
3 adopted by the landlord or another person.

4 (3) At or before commencement of the term of a lease, the landlord shall give the
5 tenant notice in a record specifying:

6 (a) The name of:

7 1. The landlord;

8 2. Any person authorized to manage the premises;

9 3. The owner of the premises;

10 4. Any person authorized to act for the owner for service of process; and

11 5. Any person authorized to receive a notice or demand for the owner;

12 (b) The mailing address and any address to be used for the receipt of electronic
13 communications by the landlord or any person designated by the landlord to
14 which a notice or demand must be sent; and

15 (c) The address to, or the method by, which the tenant must deliver rent.

16 (4) A landlord shall keep the information required by subsection (3) of this section
17 current.

18 (5) If the premises were in foreclosure before a landlord and tenant entered into a
19 lease and the disclosure required by subsection (2)(b) of this section was not
20 made, the tenant may recover actual damages resulting from the foreclosure.

21 ➔SECTION 8. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
22 READ AS FOLLOWS:

23 (1) At or before commencement of the term of a lease, the tenant shall give the
24 landlord notice in a record specifying the tenant's mailing address and any
25 address to be used for the receipt of electronic communications by the tenant.

26 (2) At the request of a landlord, the tenant shall designate a contact person to act for
27 the tenant on the tenant's death, by giving the landlord a record specifying the

name and, if known, the mailing address, any address to be used for the receipt of electronic communications, and the telephone number of the contact person. In the absence of a request by the landlord, the tenant may designate a contact person in the same manner.

(3) A tenant shall keep current the information required by subsections (1) and (2) of this section. On termination of the lease, the tenant shall provide the landlord a forwarding address to which the landlord must send the tenant's security deposit and unearned rent, or other communications.

➔SECTION 9. KRS 383.510 IS REPEALED AND REENACTED AS A NEW SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

Unless displaced by the particular provisions of Sections 1 to 61 of this Act, the principles of law and equity supplement Sections 1 to 61 of this Act.

➔SECTION 10. KRS 383.565 IS REPEALED AND REENACTED AS A NEW SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

(1) A lease may include terms and conditions not prohibited by Sections 1 to 61 of this Act or other law.

(2) Unless a lease or law other than Sections 1 to 61 of this Act otherwise provides:

(a) The tenant shall pay rent for the dwelling unit for the term of the lease in an amount comparable to the rent paid for other dwelling units of similar size and condition in the same or a comparable location, determined at the commencement of the term;

(b) Rent is:

1. Payable without demand or notice:

a. At the address or place the landlord designates under Section 7 of this Act or, if no designation is made, at the landlord's place of business at the time the lease was made; and

b. On the first day of each month or at the beginning of the term if

1 the term is less than one (1) month; and

2 2. Uniformly apportioned from day to day; and

3 (c) A rental period is on a monthly basis beginning with the first day of the
4 month for a tenancy for a fixed term of more than one (1) month or a
5 periodic tenancy of month to month and, for all other tenancies, the rental
6 period begins on the first day rent is paid.

7 (3) Except as otherwise provided in Section 11 of this Act, unless the lease creates a
8 tenancy for a fixed term, the tenancy is a periodic tenancy for week to week if the
9 tenant pays rent weekly and otherwise is a periodic tenancy for month to month.

10 (4) A landlord shall provide the tenant a copy of any lease that is signed by them or,
11 if the lease is enforceable under Section 11 of this Act, signed by either of them.

12 (5) If a landlord willfully fails to comply with subsection (4) of this section, the
13 tenant may recover actual damages or one (1) month's periodic rent, whichever is
14 greater.

15 ➔SECTION 11. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
16 READ AS FOLLOWS:

17 (1) Subject to subsection (2) of this section:

18 (a) If a lease signed by the tenant is delivered to the landlord and the landlord
19 fails to sign the lease and return it to the tenant, acceptance of rent by the
20 landlord without a reservation of rights gives the lease the same effect as if
21 the lease had been signed by the landlord and returned to the tenant; and

22 (b) If a lease signed by the landlord is delivered to the tenant and the tenant
23 fails to sign the lease and return it to the landlord, acceptance of possession
24 and payment of rent without a reservation of rights gives the lease the same
25 effect as if the lease had been signed by the tenant and returned to the
26 landlord.

27 (2) If a lease given effect under subsection (1) of this section provides for a tenancy

1 for a fixed term longer than one (1) year, the lease is effective for one (1) year.

2 (3) Absent a lease signed by the landlord or tenant which is delivered to the other, if
3 the tenant accepts possession and pays rent to the landlord without a reservation
4 of rights and the landlord accepts rent from the tenant without a reservation of
5 rights, the tenancy created is a periodic tenancy for week to week if the tenant
6 pays rent weekly and in all other cases a periodic tenancy for month to month.

7 ➔SECTION 12. KRS 383.570 IS REPEALED AND REENACTED AS A NEW
8 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

9 (1) A lease may not require the tenant to:

10 (a) Unless permitted by Sections 1 to 61 of this Act, waive or forgo a right or
11 remedy under Sections 1 to 61 of this Act;

12 (b) Authorize a person to confess judgment on a claim arising out of the lease
13 or Sections 1 to 61 of this Act;

14 (c) Perform a duty imposed on the landlord by Section 16 of this Act;

15 (d) Agree to pay attorney's fees and costs of the landlord other than those
16 provided by Sections 1 to 61 of this Act or law other than Sections 1 to 61 of
17 this Act; or

18 (e) Agree to exculpate or limit a liability of the landlord arising under Sections
19 1 to 61 of this Act or law other than Sections 1 to 61 of this Act or
20 indemnify the landlord for the liability and the costs connected with the
21 liability.

22 (2) A provision in a lease prohibited by subsection (1) of this section or law other
23 than Sections 1 to 61 of this Act is unenforceable. If the landlord seeks to enforce
24 the provision or accepts the tenant's voluntary compliance with the provision, the
25 court may award the tenant an amount not to exceed three (3) times the periodic
26 rent.

27 ➔SECTION 13. KRS 383.575 IS REPEALED AND REENACTED AS A NEW

1 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

2 *A lease, assignment, sublease, conveyance, trust deed, or security instrument shall not*
3 *authorize a person to receive rent without assuming the duties imposed on the landlord*
4 *by the lease and Section 16 of this Act.*

5 ➔SECTION 14. KRS 383.520 IS REPEALED AND REENACTED AS A NEW
6 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

7 *(1) In this section, "prevailing party" means a party that:*

8 *(a) Initiated the enforcement of a right or remedy under a lease or Sections 1 to*
9 *61 of this Act and substantially prevailed on the right or remedy asserted; or*

10 *(b) Substantially prevailed in defending against a right or remedy asserted by*
11 *the other party.*

12 *(2) In an action to enforce a right or remedy arising under a lease or Sections 1 to 61*
13 *of this Act, the court shall award the prevailing party costs. The court may award*
14 *the prevailing party reasonable attorney's fees if the court determines that the*
15 *other party did not act in good faith, willfully performed an act prohibited by the*
16 *lease or Sections 1 to 61 of this Act, or willfully refrained from performing an act*
17 *required by the lease or Sections 1 to 61 of this Act.*

18 *(3) A court shall not award a landlord attorney's fees or costs in an uncontested*
19 *action to recover possession of a dwelling unit.*

20 ➔SECTION 15. KRS 383.590 IS REPEALED AND REENACTED AS A NEW
21 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

22 *A landlord shall deliver physical possession of the dwelling unit to the tenant at the*
23 *commencement of the term of the lease.*

24 ➔SECTION 16. KRS 383.595 IS REPEALED AND REENACTED AS A NEW
25 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

26 *(1) A landlord has a nonwaivable duty to maintain the premises in a habitable*
27 *condition, including making necessary repairs. The duty requires the landlord to*

1 ensure that the premises:

2 (a) Comply with all obligations imposed on the landlord by any applicable
3 building, housing, fire, or health code or law other than Sections 1 to 61 of
4 this Act;

5 (b) Have effective waterproofing and weather protection of the roof and
6 exterior walls, including windows and doors;

7 (c) Have plumbing facilities that conform to law and are maintained in good
8 working order;

9 (d) Have access to a water supply approved under law which can provide hot
10 and cold running water;

11 (e) Have adequate ventilation and heating facilities that conform to law and
12 are maintained in good working order;

13 (f) Have electrical lighting, with wiring and equipment that conform to law
14 and are maintained in good working order;

15 (g) Have reasonable measures in place to control the presence of rodents,
16 bedbugs, and other vermin and to prevent exposure to unsafe levels of
17 radon, lead paint, asbestos, toxic mold, and other hazardous substances;

18 (h) To the extent the premises include a common area or other areas under the
19 landlord's control, have reasonable measures in place to make the area:

20 1. Clean and sanitary;

21 2. Safe for normal and reasonably foreseeable use consistent with the
22 lease and in good repair; and

23 3. Reasonably free of debris, filth, rubbish, garbage, and the items listed
24 in paragraph (g) of this subsection;

25 (i) Have an adequate number of appropriate receptacles in reasonably clean
26 condition if the landlord is obligated to provide trash removal or recycling
27 service by law or an agreement in a record signed by the landlord and

1 tenant;

2 (j) Have in good repair floors, doors, windows, walls, ceilings, stairways, and
3 railings;

4 (k) Have in good repair other facilities and appliances supplied or required to
5 be supplied by the landlord;

6 (l) Have in good repair locks or other security devices on all exterior doors and
7 on windows that open and close, including those of the dwelling unit and
8 other parts of the premises; and

9 (m) Have in good working order any safety equipment required by law.

10 (2) A landlord has the duty to ensure the premises have access to essential services,
11 but the lease may require an account with a utility provider of an essential service
12 to the dwelling unit be in the name of the tenant and the tenant pay the periodic
13 cost for the service. If the service is not provided because the tenant fails to pay
14 for the service, the landlord does not fail to comply with this subsection.

15 (3) If a sublessor is a landlord for purposes of Sections 1 to 61 of this Act, the
16 sublessor has the duty to comply with subsection (1) of this section except for
17 duties that would require the sublessor to access parts of the premises beyond the
18 sublessor's control.

19 (4) A landlord and tenant may agree that the tenant is to perform specified repairs,
20 maintenance tasks, alterations, or remodeling only if:

21 (a) The agreement is in a record, other than the lease, signed by the parties and
22 supported by adequate consideration;

23 (b) The work is not necessary to cure the landlord's noncompliance with
24 subsection (1)(a) of this section; and

25 (c) The agreement does not affect the obligation of the landlord to other
26 tenants on the premises.

27 (5) A landlord shall not treat performance of an agreement described in subsection

1 (4) of this section as a condition to the performance of any obligation under the
2 lease or this section.

3 ➔SECTION 17. KRS 383.600 IS REPEALED AND REENACTED AS A NEW
4 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

5 Except to the extent a landlord and tenant otherwise agree in a signed record, if the
6 landlord, in a good-faith sale to a bona fide purchaser, conveys premises that include a
7 dwelling unit subject to a lease, the following rules apply:

8 (1) Except as otherwise provided in subsection (2) of this section, the landlord is
9 relieved of liability under the lease and Sections 1 to 61 of this Act as to an event
10 that occurs after the later of the conveyance to the purchaser or notice in a record
11 by the landlord to the tenant of the conveyance; and

12 (2) Except as otherwise provided in Section 60 of this Act, the landlord remains
13 liable to the tenant for the amount of any security deposit and unearned rent.

14 ➔SECTION 18. KRS 383.610 IS REPEALED AND REENACTED AS A NEW
15 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

16 (1) Except as otherwise provided in subsection (1) of Section 19 of this Act or as
17 required by law other than Sections 1 to 61 of this Act, a landlord may enforce a
18 rule of the landlord in existence at the time the lease commenced only if the rule
19 was disclosed to the tenant at or before commencement of the lease.

20 (2) Except as otherwise provided in subsections (3) and (4) of this section, after
21 commencement of the term of a lease, the landlord may adopt or modify a rule
22 concerning the tenant's use and enjoyment of the premises, but the rule or
23 modification shall not take effect earlier than thirty (30) days after the landlord
24 gives the tenant notice in a record of the rule or modification.

25 (3) In a periodic tenancy for month to month, a rule or modification adopted under
26 subsection (2) of this section shall not take effect before the expiration of the
27 period in subsection (2)(b) of Section 37 of this Act during which the tenant or

1 landlord could have exercised the right to terminate the tenancy.

2 (4) In a tenancy for a fixed term, if a rule or modification adopted under subsection
3 (2) of this section substantially modifies the tenant's benefit of the bargain and is
4 not required by law other than Sections 1 to 61 of this Act, the rule is not
5 enforceable against the tenant unless the tenant consents in a signed record.

6 ➔SECTION 19. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
7 READ AS FOLLOWS:

8 (1) Before the commencement of the term of a lease, if the landlord fails to disclose a
9 rule adopted by a person other than the landlord which substantially modifies the
10 tenant's benefit of the bargain and is not required by law other than Sections 1 to
11 61 of this Act, and the rule is enforced against the tenant, the tenant may:

12 (a) Recover actual damages from the landlord; or

13 (b) Terminate the lease by giving the landlord notice in a record that the lease
14 will terminate on a date specified in the notice which must be at least (30)
15 days after the notice is given.

16 (2) Except as otherwise provided in subsection (3) of this section, if, after the
17 commencement of the term of a lease, a person other than the landlord adopts or
18 modifies a rule that substantially modifies the tenant's benefit of the bargain and
19 is not required by law other than Sections 1 to 61 of this Act and the rule is
20 enforced against the tenant, the tenant of a tenancy for a fixed term may
21 terminate the lease by giving the landlord notice in a record that the lease will
22 terminate on a date specified in the notice which must be at least thirty (30) days
23 after the notice is given or, in the case of a periodic tenancy, terminate the
24 tenancy in accordance with Section 37 of this Act.

25 (3) A tenant shall not terminate a lease under subsection (2) of this subsection if the
26 lease provides the dwelling unit is subject to rules of a person other than the
27 landlord and the person may modify the rules after the commencement of the

1 term of the lease.

2 ➔SECTION 20. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
3 READ AS FOLLOWS:

4 Except as otherwise provided in Section 22 of this Act, if a landlord fails to comply
5 with the lease or Section 16 of this Act, the tenant has the remedies under Section 21 of
6 this Act if the tenant gives the landlord:

7 (1) Notice in a record of the noncompliance; and

8 (2) An opportunity to remedy the noncompliance within the following periods:

9 (a) Subject to paragraph (b) of this section, not later than fourteen (14) days
10 after the tenant gave the notice; and

11 (b) If the noncompliance involves failure to provide an essential service or
12 materially interferes with the health or safety of the tenant or immediate
13 family member, the landlord shall remedy the noncompliance as soon as
14 practicable but not later than five (5) days after the tenant gave the notice.

15 ➔SECTION 21. KRS 383.635 IS REPEALED AND REENACTED AS A NEW
16 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

17 (1) Except as provided in Section 22 of this Act, if a landlord's noncompliance with
18 the lease or Section 16 of this Act results in the tenant not receiving an essential
19 service, materially interferes with the health or safety of the tenant or immediate
20 family member, or materially interferes with the use and enjoyment of the
21 premises by the tenant or immediate family member and the noncompliance is
22 not remedied during the applicable period specified in Section 20 of this Act, the
23 tenant may:

24 (a) Terminate the lease as provided in Section 23 of this Act; or

25 (b) Continue the lease and elect one (1) or more of the following remedies:

26 1. Withhold rent for the period of noncompliance beginning on the date
27 the tenant gave notice under Section 20 of this Act;

- 1 2. Recover actual damages;
- 2 3. Obtain injunctive relief, specific performance, or other equitable
- 3 relief;
- 4 4. Make repairs and deduct the cost from the rent, as provided in Section
- 5 25 of this Act; or
- 6 5. Secure an essential service the landlord is obligated to provide or
- 7 comparable substitute housing during the period of noncompliance as
- 8 provided in Section 26 of this Act.

9 (2) If a landlord's noncompliance with the lease or Section 16 of this Act does not
10 materially interfere with the health or safety of the tenant or immediate family
11 member or the use and enjoyment of the premises by the tenant or immediate
12 family member, the tenant may elect one (1) or more of the remedies provided in
13 subsection (1)(b)2., 3., or 4. of this section.

14 (3) A tenant is not entitled to a remedy under this section to the extent:
15 (a) The landlord's noncompliance was caused by an act or omission of the
16 tenant, immediate family member, or guest; or
17 (b) The tenant, immediate family member, or guest prevented the landlord from
18 having access to the dwelling unit to remedy the act or omission described
19 in the notice under Section 20 of this Act.

20 ➔SECTION 22. KRS 383.650 IS REPEALED AND REENACTED AS A NEW
21 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

22 (1) If a dwelling unit or other part of the premises is substantially damaged or
23 destroyed by a fire, other casualty, or natural disaster and:
24 (a) The unit or other part of the premises is uninhabitable or inaccessible or
25 continued occupancy of the unit is unlawful, the tenant may vacate the unit
26 immediately and, not later than fourteen (14) days after vacating the unit,
27 give the landlord notice in a record of the tenant's intent to terminate the

1 lease, in which case the lease terminates as of the date the tenant vacates
2 the unit; or

3 **(b) If continued occupancy of the unit is lawful, subject to the landlord's right**
4 **to terminate the lease under subsection (2) of this section, the tenant, after**
5 **complying with Section 20 of this Act, may continue the lease and seek the**
6 **remedies provided in subsection (1)(b)1., 2., 3., or 4. of Section 21 of this**
7 **Act.**

8 **(2) If a dwelling unit or other part of the premises is substantially damaged by a fire,**
9 **other casualty, or natural disaster and continued occupancy of the unit is**
10 **unlawful or dangerous or requires repairs that can be made only if the tenant**
11 **vacates the unit, the landlord may terminate the lease by giving the tenant notice**
12 **in a record that the lease will terminate on a specified date, which must be at least**
13 **five (5) days after the notice is given.**

14 **(3) If a landlord's noncompliance with the lease or Section 16 of this Act materially**
15 **interferes with the health or safety of a tenant or immediate family member or the**
16 **use and enjoyment of the premises by the tenant or immediate family member**
17 **and it is impossible for the landlord to remedy the noncompliance within the**
18 **applicable period specified in Section 20 of this Act, the tenant may terminate the**
19 **lease as provided in subsection (2) of Section 23 of this Act or, subject to**
20 **subsection (4) of this section, continue the lease and recover actual damages**
21 **limited to diminution in the value of the dwelling unit.**

22 **(4) If a landlord's noncompliance with the lease or Section 16 of this Act materially**
23 **interferes with the health or safety of a tenant or immediate family member or the**
24 **use and enjoyment of the premises by the tenant or immediate family member**
25 **and it is impossible for the landlord to remedy the noncompliance not later than**
26 **(30) days after receiving the notice under Section 20 of this Act, the landlord may**
27 **terminate the lease by giving the tenant notice in a record that the lease will**

1 terminate on a specified date, which must be at least thirty (30) days after the
2 landlord gives the notice. The landlord shall not rent the unit for ninety (90) days
3 after termination of the lease.

4 (5) If a lease is terminated under this section, the landlord shall return any security
5 deposit and unearned rent to which the tenant is entitled under Section 59 of this
6 Act.

7 (6) This section does not preclude:

8 (a) A landlord from seeking actual damages from the tenant under law other
9 than Sections 1 to 61 of this Act for damage to the premises caused by an
10 act or omission of the tenant, immediate family member, or guest; or

11 (b) A tenant from seeking actual damages from the landlord under law other
12 than Sections 1 to 61 of this Act if the fire or other casualty was caused by
13 an act or omission of the landlord or landlord's agent.

14 ➔SECTION 23. KRS 383.625 IS REPEALED AND REENACTED AS A NEW
15 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

16 (1) If a landlord's noncompliance with the lease or Section 16 of this Act materially
17 interferes with the health or safety of the tenant or immediate family member and
18 the noncompliance is not remedied within the period specified in subsection
19 (2)(b) of Section 20 of this Act, the tenant may terminate the lease by giving the
20 landlord notice in a record of the tenant's intent to terminate the lease
21 immediately or on a specified date, which is not later than thirty (30) days after
22 the date of the notice.

23 (2) If a landlord's noncompliance with the lease or Section 16 of this Act materially
24 interferes with the use and enjoyment of the premises unrelated to the health or
25 safety of the tenant or immediate family member and the noncompliance is not
26 remedied within the period specified in subsection (2)(a) of Section 20 of this Act,
27 the tenant may terminate the lease by giving the landlord notice in a record of the

1 tenant's intent to terminate the lease on a specified date, which must be at least
2 fourteen (14) days after the expiration of the period allowed under Section 20 of
3 this Act for the remedy of the noncompliance.

4 (3) In addition to terminating a lease as provided in subsection (1) or (2) of this
5 section, the tenant may recover actual damages.

6 (4) If a tenant terminates a lease under this section, the landlord shall return any
7 security deposit and unearned rent to which the tenant is entitled under Section
8 59 of this Act.

9 ➔SECTION 24. KRS 383.630 IS REPEALED AND REENACTED AS A NEW
10 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

11 (1) Except as otherwise provided in subsection (4) of this section, if a landlord does
12 not deliver physical possession of the dwelling unit to the tenant under Section 15
13 of this Act, the tenant is not required to pay rent until possession is delivered and
14 may:

15 (a) Terminate the lease by giving notice in a record to the landlord at any time
16 before the landlord delivers possession of the unit to the tenant; or

17 (b) Demand performance of the lease by the landlord and:

18 1. Recover actual damages and obtain possession of the unit from the
19 landlord; or

20 2. Obtain possession of the unit from any person wrongfully in
21 possession by any lawful means the landlord could have used.

22 (2) If a tenant terminates the lease under subsection (1)(a) of this section, the
23 landlord shall return any amounts received from the tenant before the
24 commencement of the term of the lease.

25 (3) In addition to the rights of a tenant under subsections (1) and (2) of this section,
26 if a landlord's failure to deliver possession to the tenant under Section 15 of this
27 Act is willful, the tenant may recover three (3) times the periodic rent or three (3)

1 times the actual damages, whichever is greater.

2 (4) If a tenant seeks possession under subsection (1)(b)2. of this section, the tenant is
3 liable to the landlord for rent and may recover from the person wrongfully in
4 possession the damages provided in Section 38 of this Act.

5 ➔SECTION 25. KRS 383.640 IS REPEALED AND REENACTED AS A NEW
6 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

7 (1) Subject to subsection (4) of this section, if a landlord fails to comply with the
8 lease or Section 16 of this Act, the tenant may give notice to the landlord under
9 Section 20 of this Act specifying the noncompliance. If the landlord fails to
10 remedy the noncompliance within the applicable period specified in Section 20 of
11 this Act and the reasonable cost to remedy the noncompliance does not exceed
12 one (1) month's periodic rent, the tenant may make repairs to remedy the
13 noncompliance at the landlord's expense.

14 (2) A tenant that makes repairs under subsection (1) of this section is entitled to
15 recover the actual and reasonable cost incurred or the reasonable value of the
16 work performed to remedy the noncompliance, not exceeding one (1) month's
17 periodic rent. Unless the tenant has been reimbursed by the landlord, the tenant
18 may deduct the cost or value from rent after submitting to the landlord an
19 itemized statement, accompanied by receipts for purchased items and services.

20 (3) A repair under subsection (1) of this section must be made in a professional
21 manner and in compliance with applicable law.

22 (4) A tenant may not repair a noncompliance at the landlord's expense under
23 subsection (1) of this section to the extent:

24 (a) The noncompliance was caused by an act or omission of the tenant,
25 immediate family member, or guest; or

26 (b) The landlord was unable to remedy the noncompliance within the
27 applicable period specified in Section 20 of this Act because the tenant,

1 immediate family member, or guest denied the landlord access to the
2 dwelling unit.

3 (5) A tenant's use of the remedy under this section is limited to one (1) month's
4 periodic rent during any twelve (12) month period.

5 ➔SECTION 26. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
6 READ AS FOLLOWS:

7 (1) Except as otherwise provided in Section 22 of this Act, if a tenant fails to receive
8 an essential service the landlord has a duty to provide under subsection (2) of
9 Section 16 of this Act, the tenant may give notice to the landlord under Section 20
10 of this Act specifying the failure. If the landlord fails to provide the essential
11 service within the applicable period specified in Section 20 of this Act, the tenant
12 may:

13 (a) Take appropriate measures to secure the essential service during the period
14 of the landlord's noncompliance and deduct the actual and reasonable cost
15 from the rent; or

16 (b) Procure comparable substitute housing at the landlord's expense during the
17 period of the noncompliance and recover actual damages.

18 (2) This section does not apply if the tenant's failure to receive the essential service
19 was caused by an act or omission of the tenant, immediate family member, or
20 guest.

21 ➔SECTION 27. KRS 383.645 IS REPEALED AND REENACTED AS A NEW
22 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

23 (1) If a landlord fails to comply with the lease or Section 16 of this Act and the
24 tenant has complied with Section 20 of this Act, the tenant may defend an action
25 by the landlord based on nonpayment of rent on the ground that no rent was due
26 because of the noncompliance and counterclaim for any amount the tenant may
27 recover under the lease or Sections 1 to 61 of this Act.

1 (2) If a tenant is in possession of the dwelling unit when the landlord files an action
2 based on nonpayment of rent, either party may seek a court order directing the
3 tenant to pay all or part of the unpaid rent and all additional rent as it accrues
4 into an escrow account with the court or a bank or other entity authorized by the
5 court to hold funds in escrow.

6 (3) If rent has been paid into escrow under this section and the court determines the
7 landlord fully complied with the lease and Section 16 of this Act, the court shall
8 order the immediate release to the landlord of rent held in escrow and enter
9 judgment for any remaining rent owed.

10 (4) If rent has been paid into escrow under this section and the court determines that
11 the landlord's noncompliance with the lease or Section 16 of this Act materially
12 interferes with the health or safety of a tenant or an immediate family member or
13 the use and enjoyment of the premises by the tenant or an immediate family
14 member, the court may order one (1) or more of the following:

15 (a) Release to the landlord of all or part of the rent held in escrow to be used
16 only to bring the premises into compliance with the lease or Section 16 of
17 this Act;

18 (b) Return to the tenant of all or part of the rent held in escrow in
19 compensation for:

20 1. A repair made by the tenant in compliance with Section 25 of this Act;

21 or

22 2. Actual damages;

23 (c) The tenant's continued payment of rent into escrow as rent becomes due or
24 abatement of future rent until the landlord brings the premises into
25 compliance with the lease or Section 16 of this Act; and

26 (d) Payment to the landlord of any rent held in escrow not otherwise payable to
27 the tenant.

1 (5) If rent has not been paid into escrow under this section and the court determines
2 that the landlord complied with the lease and Section 16 of this Act, the court
3 shall render judgment for unpaid rent.

4 (6) If rent has not been paid into escrow under this section and the court determines
5 that the landlord's noncompliance with the lease or Section 16 of this Act
6 materially interferes with the health or safety of a tenant or immediate family
7 member or the use and enjoyment of the premises by the tenant or an immediate
8 family member, the court shall render judgment for unpaid rent less any amount
9 expended by the tenant in compliance with Section 25 of this Act to repair the
10 premises and actual damages.

11 (7) In addition to the other remedies provided in this section, the court may award
12 possession or other appropriate relief if the court determines the tenant:

13 (a) Acted in bad faith in withholding rent; or

14 (b) Failed to comply with an order to pay rent into escrow under subsection (2)
15 of this section or to pay rent or other amounts owed to the landlord under
16 this section.

17 (8) The court shall not award possession if the court determines that the tenant
18 withheld rent in good faith and the tenant complies with an order to pay unpaid
19 rent into escrow or to the landlord under this section.

20 ➔SECTION 28. KRS 383.655 IS REPEALED AND REENACTED AS A NEW
21 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

22 (1) If a landlord unlawfully removes or excludes the tenant from the premises or
23 willfully interrupts or causes the interruption of an essential service the landlord
24 has the duty to provide to the tenant, the tenant may recover three (3) times the
25 periodic rent or three (3) times the damages, whichever is greater, and:

26 (a) Recover possession; or

27 (b) Terminate the lease by giving the landlord notice in a record of the tenant's

1 intent to terminate the lease immediately or on a later specified date.

2 (2) If a tenant terminates the lease under subsection (1)(b) of this section, the
3 landlord shall return any security deposit and unearned rent to which the tenant
4 is entitled under Section 59 of this Act.

5 ➔SECTION 29. KRS 383.605 IS REPEALED AND REENACTED AS A NEW
6 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

7 (1) In this section, "normal wear and tear" means deterioration that results from the
8 intended use of a dwelling unit, including breakage or malfunction due to age or
9 deteriorated condition. The term does not include deterioration that results from
10 negligence, carelessness, accident, or abuse of the unit, fixtures, equipment, or
11 other tangible personal property by the tenant, immediate family member, or
12 guest.

13 (2) A tenant:

14 (a) Shall comply with the obligations imposed on the tenant by the lease and
15 Sections 1 to 61 this Act;

16 (b) Shall comply with the obligations imposed on a tenant by any building,
17 housing, fire, or health code or other law;

18 (c) Except with respect to duties imposed on the landlord by the lease, Sections
19 1 to 61 this Act, or other law, shall keep the dwelling unit reasonably safe
20 and sanitary;

21 (d) Shall remove all garbage, rubbish, and other debris from the unit in a clean
22 and safe manner;

23 (e) Shall keep all plumbing fixtures in the unit reasonably clean;

24 (f) Shall use in a reasonable manner all electrical, plumbing, heating,
25 ventilating, and air-conditioning system and other facilities and appliances
26 on the premises;

27 (g) Without the landlord's consent, shall not intentionally or negligently;

- 1 1. Destroy, deface, damage, impair, remove, or render inoperative any
2 part of the premises;
- 3 2. Destroy, deface, damage, impair, remove, or render inoperative any
4 safety equipment on the premises; or
- 5 3. Permit an immediate family member or guest to do any of the acts
6 specified in this paragraph;
- 7 (h) May not disturb the use and enjoyment of the premises by another tenant or
8 permit an immediate family member or guest to do the same;
- 9 (i) May not engage in or permit an immediate family member or guest to
10 engage in criminal activity;
- 11 (j) Shall notify the landlord within a reasonable time of any condition of the
12 premises which requires repair by the landlord under the lease or Section
13 16 of this Act;
- 14 (k) Shall return the dwelling unit to the landlord at the termination of the lease
15 in the same condition as it was at the commencement of the term of the
16 lease, with the premises free of any damage caused by the tenant, immediate
17 family member, or guest, except for:
 - 18 1. Normal wear and tear;
 - 19 2. Damage resulting from a cause beyond the control of the tenant,
20 immediate family member, or guest; and
 - 21 3. Any addition and improvement installed on the premises with the
22 landlord's consent; and
- 23 (l) Unless the landlord and tenant otherwise agree, shall use the dwelling unit
24 only for residential purposes.

25 ➔SECTION 30. KRS 383.660 IS REPEALED AND REENACTED AS A NEW
26 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

27 (1) Except as otherwise provided by law other than Sections 1 to 61 of this Act and

1 subject to subsection (2) of this section:

2 (a) A landlord may terminate a lease for nonpayment of rent when the rent is
3 unpaid when due by giving the tenant notice in a record stating that if the
4 rent remains unpaid fourteen (14) days after the notice is given, the lease
5 shall terminate on expiration of the fourteen (14) day period or a later
6 specified date; or

7 (b) If there is a material noncompliance with a lease or Sections 1 to 61 of this
8 Act by the tenant, other than nonpayment of rent, the landlord may give the
9 tenant notice in a record specifying the act or omission constituting the
10 noncompliance and stating that if the noncompliance is not remedied not
11 later than fourteen (14) days after the landlord gives the notice, the lease
12 shall terminate on a specified date which must be at least thirty (30) days
13 after the landlord gives the notice.

14 (2) A landlord may terminate the lease without giving the tenant an opportunity to
15 remedy a noncompliance by giving the tenant the notice described in subsection
16 (3) of this section if:

17 (a) The tenant failed to pay rent in a timely manner on at least two (2)
18 occasions within the four (4) month period preceding the notice to
19 terminate the lease;

20 (b) The tenant committed substantially the same act or omission for which
21 notice under subsection (1)(b) of this section was given within six (6)
22 months preceding the latest noncompliance;

23 (c) The noncompliance by the tenant, immediate family member, or guest poses
24 an actual and imminent threat to the health or safety of any individual on
25 the premises or the landlord or landlord's agent; or

26 (d) Subject to subsection (5) of this section, the tenant, immediate family
27 member, or guest has committed a criminal act.

1 (3) Notice in a record terminating a lease under subsection (2) of this section must
2 specify the reason for the termination and state that:

3 (a) For a termination under subsection (2)(a) or (b) of this section, the lease
4 shall terminate on a specified date, which must be at least fourteen (14)
5 days after the landlord gave the notice; or

6 (b) For a termination under subsection (2)(c) or (d) of this section, the lease
7 shall terminate immediately or on a later specified date.

8 (4) Except as otherwise provided in Sections 1 to 61 of this Act, if a tenant fails to
9 comply with Section 29 of this Act, the landlord may:

10 (a) Obtain injunctive relief or specific performance; or

11 (b) Regardless of whether the lease terminates as a result of the tenant's
12 noncompliance, recover actual damages or liquidated damages as provided
13 by the lease.

14 (5) A landlord shall not terminate a lease under subsection (2)(d) of this section if
15 the criminal act was the act of an immediate family member or guest, and the
16 tenant:

17 (a) Neither knew nor should have known the act was going to be committed;
18 and

19 (b) Took reasonable steps to ensure that there will not be a repeated criminal
20 act on the premises by the immediate family member or guest.

21 ➔SECTION 31. KRS 383.675 IS REPEALED AND REENACTED AS A NEW
22 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

23 (1) Subject to subsection (2) of this section, acceptance by a landlord of rent for two
24 (2) or more successive rental periods with knowledge of noncompliance by the
25 tenant with the lease or Sections 1 to 61 of this Act or acceptance by the landlord
26 of the tenant's performance that varies from the terms of the lease or Sections 1
27 to 61 of this Act is a waiver of the landlord's right to terminate the lease for the

1 noncompliance, unless the landlord and tenant otherwise agree after the
2 noncompliance occurs.

3 (2) This section does not prevent a landlord or tenant from exercising a right under
4 Section 37 of this Act to terminate a periodic tenancy.

5 ➔SECTION 32. KRS 383.680 IS REPEALED AND REENACTED AS A NEW
6 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

7 (1) Distraint for rent is abolished.

8 (2) A landlord shall not create, perfect, or enforce a lien or security interest on a
9 tenant's tangible personal property to secure the tenant's performance under the
10 lease or Sections 1 to 61 of this Act. This subsection does not apply to a lien or
11 security interest created or perfected before the effective date of this Act.

12 ➔SECTION 33. KRS 383.670 IS REPEALED AND REENACTED AS A NEW
13 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

14 (1) In this section, "reasonable efforts" means steps a landlord would take to rent a
15 dwelling unit if the unit is vacated at the end of a term, including showing the
16 unit to a prospective tenant or advertising the availability of the unit.

17 (2) A tenant abandons a dwelling unit if:

18 (a) The tenant delivers possession of the unit to the landlord before the end of
19 the term by returning the keys or other means of access or otherwise
20 notifies the landlord the unit has been vacated; or

21 (b) Rent that is due was not paid for at least five (5) days and the tenant has:

22 1. Vacated the unit by removing substantially all of the tenant's personal
23 property from the unit and the premises; and

24 2. Caused the termination of an essential service or otherwise indicated
25 by words or conduct that the tenant has no intention to return to the
26 unit.

27 (3) If a tenant abandons the dwelling unit before the end of the term of the lease, the

1 landlord may recover possession of the unit without a court order and may:

2 (a) Accept the tenant's abandonment of the unit by notice in a record given to
3 the tenant, in which case:

4 1. The lease terminates on the date of abandonment;

5 2. The landlord and tenant are liable to each other under the lease only
6 for a noncompliance with the lease or Sections 1 to 61 of this Act
7 which occurred before the lease terminates; and

8 3. The landlord shall return any security deposit and unearned rent to
9 which the tenant is entitled under Section 59 of this Act; or

10 (b) Treat the abandonment as wrongful.

11 (4) If a landlord treats abandonment of a dwelling unit as wrongful under subsection
12 (3)(b) of this section, the tenant remains liable under the lease and the landlord
13 has a duty to mitigate by making a reasonable effort to rent the unit, subject to
14 the following rules:

15 (a) The landlord's duty to mitigate does not take priority over the landlord's
16 right to lease first any other dwelling unit the landlord has available to
17 lease;

18 (b) If the landlord leases the abandoned unit to another person for a term
19 beginning before the expiration of the term of the lease of the abandoning
20 tenant, the lease terminates as of the date of the new tenancy and the
21 landlord may recover actual damages from the abandoning tenant;

22 (c) If the landlord makes a reasonable effort to lease the abandoning tenant's
23 unit but is unable to lease it or is able to lease it only for an amount less
24 than the rent payable by the abandoning tenant, the landlord may recover
25 actual damages from the abandoning tenant;

26 (d) If the landlord fails to make a reasonable effort to lease the abandoning
27 tenant's unit, the lease terminates as of the date of abandonment, and the

1 landlord and tenant are liable to each other under the lease or Sections 1 to
2 61 of this Act only for a noncompliance with the lease or Sections 1 to 61 of
3 this Act which occurred before the date of abandonment; and
4 (e) After deducting the landlord's actual damages, the landlord shall return
5 any security deposit and unearned rent to which the tenant is entitled under
6 Section 59 of this Act.

7 ➔SECTION 34. KRS 383.690 IS REPEALED AND REENACTED AS A NEW
8 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

9 Except as otherwise provided in Section 33 of this Act, a landlord:

- 10 (1) May not recover or take possession of a dwelling unit by an act of self-help,
11 including willful interruption or causing the willful interruption of an essential
12 service to the unit; and
13 (2) May recover possession of a dwelling unit following termination of a lease only
14 through an action permitted by law other than Sections 1 to 61 this Act.

15 ➔SECTION 35. KRS 383.615 IS REPEALED AND REENACTED AS A NEW
16 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

17 (1) Except as otherwise provided in this section, a landlord may not enter a dwelling
18 unit unless:

- 19 (a) Entry is permitted by the lease or the tenant otherwise agrees;
20 (b) Entry is under a court order;
21 (c) The tenant has abandoned the unit under Section 33 of this Act; or
22 (d) Permitted by law other than Sections 1 to 61 of this Act.

23 (2) A tenant shall not unreasonably withhold consent for the landlord to enter the
24 dwelling unit to:

- 25 (a) Inspect the unit;
26 (b) Make a necessary or agreed-to repair, alteration, or improvement;
27 (c) Supply a necessary or agreed-to service; or

1 (d) Exhibit the unit to a prospective or actual purchaser, mortgagee, tenant,
2 worker, or contractor or a public official responsible for enforcing a
3 building, housing, fire, or health code or other law.

4 (3) Except as otherwise provided in subsection (4) or (5) of this section, a landlord
5 may enter a dwelling unit only at a reasonable time and with the tenant's consent
6 and shall give the tenant at least twenty-four (24) hours' notice of the intent to
7 enter the unit.

8 (4) For routine maintenance or pest control, a landlord may enter the dwelling unit
9 without the tenant's consent if the landlord gives the tenant:

10 (a) At least seventy-two (72) hours' notice of the intent to enter the unit; or

11 (b) A fixed schedule for maintenance or pest control at least seventy-two (72)
12 hours before the first scheduled entry into the unit.

13 (5) In an emergency or when maintenance or repairs are being made at a tenant's
14 request, the landlord may enter the dwelling unit without the tenant's consent if
15 the landlord gives notice that is reasonable under the circumstances. If the
16 landlord enters the unit when the tenant is not present and notice was not given,
17 the landlord shall leave notice of the entry in a conspicuous place in the unit
18 stating the fact of entry, the date and time of entry, and the reason for the entry.

19 (6) When notice is given under this section before the landlord enters the unit, the
20 notice must state the intended purpose for the entry and the date and a
21 reasonable period during which the landlord anticipates making the entry.

22 (7) A landlord shall not abuse the right under this section to enter a tenant's
23 dwelling unit or use the right to harass the tenant.

24 ➔SECTION 36. KRS 383.700 IS REPEALED AND REENACTED AS A NEW
25 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

26 (1) If a tenant unreasonably refuses to allow the landlord access to the dwelling unit,
27 the landlord may recover actual damages or one (1) month's periodic rent,

1 whichever is greater, and:

2 (a) The court may compel the tenant to grant the landlord access to the unit; or

3 (b) The landlord may terminate the lease by giving the tenant notice in a record
4 stating that if the tenant fails to grant the landlord access to the unit not
5 later than fourteen (14) days after the notice, the lease shall terminate on
6 expiration of the fourteen (14) day period or on a later specified date.

7 (2) If a landlord unlawfully enters a tenant's dwelling unit, lawfully enters but in an
8 unreasonable manner, or makes repeated demands to enter that are otherwise
9 lawful but have the effect of harassing the tenant, the tenant may recover actual
10 damages or one (1) month's periodic rent, whichever is greater, and:

11 (a) Seek injunctive relief to prevent the recurrence of the conduct; or

12 (b) Terminate the lease by giving the landlord notice in a record that the lease
13 shall terminate immediately or on a later specified date which is not later
14 than thirty (30) days after notice is given.

15 ➔SECTION 37. KRS 383.695 IS REPEALED AND REENACTED AS A NEW
16 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

17 (1) A periodic tenancy continues until the landlord or tenant gives the other the
18 notice under subsection (2) of this section.

19 (2) Except as otherwise provided in Sections 1 to 61 of this Act, a landlord or tenant
20 may terminate a periodic tenancy:

21 (a) For week to week, by giving the other at least five (5) days' notice in a
22 record of the party's intent to terminate the tenancy on a specified date; and

23 (b) For month to month, by giving the other at least one (1) month's notice in a
24 record of the party's intent to terminate the tenancy at the end of the
25 monthly period.

26 ➔SECTION 38. KRS 383.685 IS REPEALED AND REENACTED AS A NEW
27 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

1 (1) Except as otherwise provided in subsection (2) of this section and subsection
2 (1)(b)2. of Section 24 of this Act, if a tenant remains in possession without the
3 landlord's consent after expiration of a tenancy for a fixed term or termination of
4 a periodic tenancy, the landlord may bring an action for possession. If the
5 tenant's holdover is willful, the landlord may recover three (3) times the periodic
6 rent or three (3) times the actual damages, whichever is greater.

7 (2) Unless a landlord and tenant otherwise agree in a record, if the tenant remains in
8 possession with the landlord's consent after expiration of a tenancy for a fixed
9 term, a periodic tenancy for month to month arises under the same terms as the
10 expired lease.

11 ➔SECTION 39. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
12 READ AS FOLLOWS:

13 (1) If a sole tenant under a lease dies before the end of a tenancy for a fixed term or
14 a periodic tenancy, the tenant's surviving spouse, partner in a civil union, or
15 domestic partner who resides in the dwelling unit may assume the lease by giving
16 the landlord notice in a record not later than twenty (20) days after the tenant's
17 death stating the intent of the spouse or partner to assume the lease. On
18 assuming the lease, the spouse or partner becomes the tenant under the lease.

19 (2) Except as otherwise provided in this section or law other than Sections 1 to 61 of
20 this Act, a landlord or tenant representative may terminate the lease of a deceased
21 tenant by giving to the other and to a surviving spouse, partner in a civil union,
22 or domestic partner of the tenant who resides in the dwelling unit notice in a
23 record. The notice must state the lease shall terminate on a specified date, which
24 must be at least thirty (30) days after the notice in the case of a tenancy for a
25 fixed term or a specified date consistent with subsection (2) of Section 37 of this
26 Act in the case of a periodic tenancy. Notice sent to a surviving spouse or partner
27 must also state that the surviving spouse or partner has twenty (20) days after

1 receipt of the notice to assume the lease. If the spouse or partner assumes the
2 lease, the spouse or partner becomes the tenant under the lease.

3 (3) If a deceased tenant is survived by a spouse, or partner in a civil union, or
4 domestic partner who resides in the dwelling unit, notice to terminate a lease
5 under subsection (2) of this section shall not be given before the time specified in
6 subsection (1) of this section expires.

7 (4) If a landlord is unable to contact a deceased tenant's surviving spouse, partner in
8 a civil union, or domestic partner who resides in the dwelling unit or tenant
9 representative for the purpose of terminating the lease under subsection (2) of
10 this section, the landlord may terminate the lease without notice if rent that was
11 due was not paid for at least twenty-five (25) days.

12 ➔SECTION 40. KRS 383.705 IS REPEALED AND REENACTED AS A NEW
13 SECTION OF KRS CHAPTER 383 TO READ AS FOLLOWS:

14 (1) A landlord may not engage in conduct described in subsection (2) of this section
15 if the landlord's purpose is to retaliate against a tenant that:

16 (a) Complained to a governmental agency responsible for enforcement of a
17 building, housing, fire, or health code or other law, alleging a violation
18 applicable to the premises materially affecting the health or safety of the
19 tenant or immediate family member;

20 (b) Complained to a governmental agency responsible for enforcement of laws
21 prohibiting discrimination in rental housing;

22 (c) Complained to the landlord of noncompliance with the lease or Section 16
23 of this Act;

24 (d) Organized or became a member of a tenant's union or similar organization;

25 (e) Exercised or attempted to exercise a right or remedy under the lease,
26 Sections 1 to 61 of this Act, or law other than Sections 1 to 61 of this Act; or

27 (f) Pursued an action or administrative remedy against the landlord or testified

1 against the landlord in court or an administrative proceeding.

2 (2) Conduct that may be retaliatory under subsection (1) of this section includes
3 doing or threatening to do any of the following:

4 (a) Increasing the rent or fees;

5 (b) Decreasing services, increasing the tenant's obligations, imposing different
6 rules on, or selectively enforcing the landlord's rules against, the tenant or
7 immediate family member, or otherwise materially altering the terms of the
8 lease;

9 (c) Bringing an action for possession on a ground other than nonpayment of
10 rent;

11 (d) Refusing to renew a tenancy for a fixed term under a lease containing a
12 renewal option that is exercisable by the tenant without negotiation with the
13 landlord, for any period after the lease would otherwise terminate;

14 (e) Terminating a periodic tenancy; or

15 (f) Committing a criminal act against the tenant, immediate family member, or
16 guest.

17 (3) A landlord is not liable for retaliation under subsection (1) of this section if:

18 (a) The violation of which the tenant complained under subsection (1)(a) or (b)
19 of this section was caused primarily by the tenant, immediate family
20 member, or guest;

21 (b) The tenant's conduct described in subsection (1) of this section was in an
22 unreasonable manner or at an unreasonable time or was repeated in a
23 manner harassing the landlord;

24 (c) The tenant was in default in the payment of rent at the time notice of the
25 action described in subsection (2)(c) of this section was sent;

26 (d) The tenant, immediate family member, or guest engaged in conduct that
27 threatened the health or safety of another tenant on the premises;

1 (e) The tenant, immediate family member, or guest engaged in a criminal act;

2 (f) The landlord is seeking to recover possession based on a notice to terminate
3 the lease and the notice was given to the tenant before the tenant engaged in
4 conduct described in subsection (1) of this section; or

5 (g) The landlord is complying or complied with a building, housing, fire, or
6 health code or other law by making a required repair, alteration,
7 remodeling, or demolition that effectively deprives the tenant of the use and
8 enjoyment of the premises.

9 ➔SECTION 41. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
10 READ AS FOLLOWS:

11 (1) If a landlord's purpose for engaging in conduct described in subsection (2) of
12 Section 40 of this Act is to retaliate against the tenant for conduct described in
13 subsection (1) of Section 40 of this Act:

14 (a) The tenant has a defense against an action for possession, may recover
15 possession, or may terminate the lease; and

16 (b) The tenant may recover three (3) times the periodic rent or three (3) times
17 the actual damages, whichever is greater.

18 (2) If a tenant terminates a lease under subsection (1) of this section, the landlord
19 shall return any security deposit and unearned rent to which the tenant is entitled
20 under Section 59 of this Act.

21 (2) A tenant's exercise of a right under this section does not release the landlord
22 from liability under Section 21 of this Act.

23 ➔SECTION 42. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
24 READ AS FOLLOWS:

25 (1) Except as otherwise provided in subsection (2) of this section, evidence that a
26 tenant engaged in conduct described in subsection (1) of Section 40 of this Act
27 within six (6) months before the landlord's alleged retaliatory conduct creates a

1 rebuttable presumption that the purpose of the landlord's conduct was
2 retaliation.

3 (2) A presumption does not arise under subsection (1) of this section if the tenant
4 engaged in conduct described in subsection (1) of Section 40 of this Act after the
5 landlord gave the tenant notice of the landlord's intent to engage in conduct
6 described in subsection (1)(a) to (e) of Section 40 of this Act.

7 (3) A landlord may rebut a presumption under subsection (1) of this section by a
8 preponderance of evidence showing that the landlord had sufficient justification
9 for engaging in the conduct that created the presumption and would have
10 engaged in the conduct in the same manner and at the same time whether or not
11 the tenant engaged in conduct described in subsection (1) of Section 40 of this
12 Act.

13 ➔SECTION 43. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
14 READ AS FOLLOWS:

15 If a tenant engages in conduct described in subsection (1)(a) or (e) of Section 40 of this
16 Act knowing there is no factual or legal basis for the conduct, the landlord may recover
17 actual damages and the court may award the landlord up to three (3) times the periodic
18 rent.

19 ➔SECTION 44. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
20 READ AS FOLLOWS:

21 (1) For purposes of Sections 44 to 46 of this Act, possession of a dwelling unit is
22 relinquished to the landlord when:

23 (a) The tenant vacates the unit at the termination of the tenancy; or

24 (b) The tenant abandons the unit under Section 33 of this Act.

25 (2) If personal property remains on the premises after possession of a dwelling unit
26 is relinquished to the landlord and the landlord and tenant do not agree
27 otherwise at the time of relinquishment, the landlord shall:

1 (a) Subject to subsection (3) of this section, give the tenant notice in a record of
2 the tenant's right to retrieve the property; and

3 (b) Leave the property in the unit or store the property on the premises or in
4 another place of safekeeping and exercise reasonable care in moving or
5 storing the property.

6 (3) The notice required by subsection (2)(a) of this section must be posted at the
7 dwelling unit and:

8 (a) Sent to any forwarding address the tenant provided to the landlord or an
9 address provided under Section 8 of this Act or, if no address is provided, to
10 the address of the unit;

11 (b) Inform the tenant of the right to contact the landlord to claim the property
12 within the period specified in subsection (4) of this section, subject to
13 payment of the landlord's inventorying, moving, and storage costs; and

14 (c) Provide a telephone number, electronic-mail address, or mailing address at
15 which the landlord may be contacted.

16 (4) If a tenant contacts the landlord to claim personal property not later than eight
17 (8) days after the landlord gives notice under paragraph (a) of subsection (2) of
18 this section, the landlord shall permit the tenant to retrieve personal property not
19 later than five (5) days after the date of contact or within a longer period to which
20 the parties agree.

21 (5) A landlord may require the tenant to pay reasonable inventorying, moving, and
22 storage costs before retrieving personal property under subsection (4) of this
23 section.

24 (6) This section does not prohibit a landlord from immediately disposing of
25 perishable food, hazardous material, garbage, and trash or transferring an
26 animal to an animal control officer, humane society, or other person willing to
27 care for the animal.

1 (7) Unless a landlord and tenant otherwise agree, if the tenant fails to contact the
2 landlord or retrieve personal property as provided in subsection (4) of this
3 section, the property is deemed abandoned and:

4 (a) If a sale is economically feasible, the landlord shall sell the property and,
5 after deducting the reasonable cost of inventorying, moving, storing, and
6 disposing of the property, shall treat the proceeds as part of the tenant's
7 security deposit; or

8 (b) If a sale is not economically feasible, the landlord may dispose of the
9 property in any manner the landlord considers appropriate.

10 (8) A landlord that complies with this section is not liable to the tenant or another
11 person for a claim arising from removal of personal property from the premises.

12 (9) A landlord that recovers possession of a dwelling unit under a court order is not
13 required to comply with this section. If a landlord that recovers possession under
14 a court order complies with this section, that landlord is not liable to the tenant or
15 another person for a claim arising from removal of personal property from the
16 premises.

17 ➔SECTION 45. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
18 READ AS FOLLOWS:

19 (1) If a landlord knows that a tenant who was the sole occupant of the dwelling unit
20 has died, the landlord:

21 (a) Shall notify a tenant representative of the death;

22 (b) Shall give the representative access to the premises at a reasonable time to
23 remove any personal property from the unit and other personal property of
24 the tenant elsewhere on the premises;

25 (c) May require the representative to prepare and sign an inventory of the
26 property being removed; and

27 (d) Shall pay the representative the deceased tenant's security deposit and

1 unearned rent to which the tenant otherwise would have been entitled under
2 Section 59 of this Act.

3 (2) A contact person or heir accepts appointment as a tenant representative by
4 exercising authority under Sections 1 to 61 of this Act or other assertion or
5 conduct indicating acceptance.

6 (3) The authority of a contact person or heir to act under Sections 1 to 61 of this Act
7 terminates when the person, heir, or landlord knows that a personal
8 representative has been appointed for the deceased tenant's estate.

9 (4) A landlord that complies with this section is not liable to the tenant's estate or
10 another person for unearned rent, a security deposit, or a claim arising from
11 removal of personal property from the premises.

12 (5) A landlord that willfully violates subsection (1) of this section is liable to the
13 estate of the deceased tenant for actual damages.

14 (6) In addition to the rights provided in this section, a tenant representative has the
15 deceased tenant's rights and responsibilities under Section 44 of this Act.

16 ➔SECTION 46. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
17 READ AS FOLLOWS:

18 (1) If a landlord knows of the death of a tenant who, at the time of death, was the
19 sole occupant of the dwelling unit, and the landlord terminates the lease under
20 subsection (4) of Section 39 of this Act because the landlord is unable to contact a
21 tenant representative, the landlord:

22 (a) Shall mail notice to the tenant at the tenant's last-known address or other
23 address of the tenant known to the landlord and to any person the tenant
24 has told the landlord to contact in the case of an emergency stating:

25 1. The name of the tenant and address of the dwelling unit;

26 2. The approximate date of the tenant's death;

27 3. That, if the personal property on the premises is not claimed within

1 sixty (60) days after the notice was sent, the property is subject to
2 disposal by the landlord; and

3 4. The landlord's name, telephone number, and mail or electronic-mail
4 address at which the landlord may be contacted to claim the property;
5 and

6 (b) With the exercise of reasonable care, may leave the property in the dwelling
7 unit or inventory the property and store it on the premises or in another
8 place of safekeeping.

9 (2) If a tenant representative is subsequently identified, the representative may
10 retrieve the deceased tenant's personal property from the landlord not later than
11 sixty (60) days after the notice under subsection (1) of this section. The landlord
12 may require the representative to pay the reasonable inventorying, moving, and
13 storage costs before retrieving the property.

14 (3) If a deceased tenant's personal property is not retrieved within the time specified
15 in subsection (2) of this section, the landlord may dispose of the property in
16 compliance with subsection (7) of Section 44 of this Act.

17 (4) A landlord that complies with this section is not liable to the tenant's estate or
18 another person for a claim arising from removal of personal property from the
19 premises.

20 ➔SECTION 47. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
21 READ AS FOLLOWS:

22 As used in Sections 47 to 55 of this Act:

23 (1) "Attesting third party" means a law enforcement official, licensed health-care
24 professional, victim advocate, or victim-services provider;

25 (2) "Dating violence" has the same meaning as dating violence and abuse in KRS
26 456.010;

27 (3) "Domestic violence" has the same meaning as domestic violence and abuse in

1 KRS 403.720;

2 (4) "Perpetrator" means an individual who commits an act of domestic violence,
3 dating violence, stalking, or sexual assault on a tenant or immediate family
4 member;

5 (5) "Sexual assault" means conduct prohibited as any degree of rape, sodomy, or
6 sexual abuse under KRS Chapter 510 or incest under KRS 530.020;

7 (6) "Stalking" has the same meaning as stalk in KRS 508.130(1)(a);

8 (7) "Victim advocate" means an individual, whether paid or serving as a volunteer,
9 who provides services to victims of domestic violence, dating violence, stalking, or
10 sexual assault under the auspices or supervision of a victim-services provider,
11 court, or law-enforcement or prosecution agency; and

12 (8) "Victim-services provider" means a person that assists victims of domestic
13 violence, dating violence, stalking, or sexual assault. The term includes a rape
14 crisis center, domestic violence shelter, or faith-based organization or other
15 organization with a history of work concerning domestic violence, dating
16 violence, stalking, or sexual assault.

17 ➔SECTION 48. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
18 READ AS FOLLOWS:

19 (1) Subject to subsection (5) of this section, if a victim of an act of domestic violence,
20 dating violence, stalking, or sexual assault is a tenant or immediate family
21 member and has a reasonable fear of suffering psychological harm or a further
22 act of domestic violence, dating violence, stalking, or sexual assault if the victim
23 continues to reside in the dwelling unit, the tenant, without the necessity of the
24 landlord's consent, is released from the lease if the tenant gives the landlord a
25 notice that complies with subsection (2) of this section and:

26 (a) A copy of a court order that restrains a perpetrator from contact with the
27 tenant or immediate family member;

1 (b) Evidence of the conviction or adjudication of a perpetrator for an act of
2 domestic violence, dating violence, stalking, or sexual assault against the
3 tenant or immediate family member; or

4 (c) A verification that complies with Section 50 of this Act.

5 (2) To be released from a lease under subsection (1) of this section, the tenant must
6 give the landlord notice in a record which:

7 (a) States the tenant's intent to be released from the lease on a date which must
8 be at least thirty (30) days from the date of the notice or, if the perpetrator is
9 a cotenant of the dwelling unit, an earlier date;

10 (b) States facts giving rise to the fear of psychological harm or suffering a
11 further act of domestic violence, dating violence, stalking, or sexual assault
12 if the victim continues to reside in the unit; and

13 (c) Is given to the landlord:

14 1. Not later than (90) days after an act of domestic violence, dating
15 violence, stalking, or sexual assault against the tenant or immediate
16 family member;

17 2. When a court order exists that restrains a perpetrator from contact
18 with the tenant or immediate family member because of an act of
19 domestic violence, dating violence, stalking, or sexual assault; or

20 3. If the perpetrator was incarcerated, not later than ninety (90) days
21 after the tenant acquired knowledge that the perpetrator is no longer
22 incarcerated.

23 (3) If there is only one (1) individual tenant of the dwelling unit:

24 (a) A release under subsection (1) of this section terminates the lease on the
25 date specified in the notice under subsection (2) of this section if the tenant
26 vacates the dwelling unit on or before that date; and

27 (b) The tenant is not liable for rent accruing after the lease terminates or other

1 actual damages resulting from termination of the lease, but the tenant
2 remains liable to the landlord for rent and other amounts owed to the
3 landlord before termination of the lease.

4 (4) If there are multiple individual tenants of the dwelling unit:

5 (a) The tenant who gave notice under subsection (2) of this section is released
6 from the lease as of the date specified in the notice if the tenant vacates the
7 dwelling unit on or before the specified date, but the release of one (1)
8 tenant under this section does not terminate the lease with respect to other
9 tenants;

10 (b) The tenant released from the lease is not liable to the landlord or any other
11 person for rent accruing after the tenant's release or actual damages
12 resulting from the tenant's release;

13 (c) Any other tenant under the lease may recover from the perpetrator actual
14 damages resulting from the termination; and

15 (d) The landlord is not required to return to the tenant released from the lease
16 or a remaining tenant any security deposit or unearned rent to which the
17 tenant is otherwise entitled under Section 59 of this Act until the lease
18 terminates with respect to all tenants.

19 (5) This section does not apply if a tenant seeking the release from the lease is a
20 perpetrator.

21 ➔SECTION 49. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
22 READ AS FOLLOWS:

23 If a tenant is released from a lease under Section 48 of this Act, the landlord:

24 (1) Except as otherwise provided in subsection (4)(d) of Section 48 of this Act, shall
25 return any security deposit and unearned rent to which the tenant is entitled
26 under Section 59 of this Act after the tenant vacates the dwelling unit;

27 (2) May not assess a fee or penalty against the tenant for exercising a right granted

- 1 under Section 48 of this Act; and
- 2 (3) May not disclose information required to be reported to the landlord under
- 3 Section 48 of this Act unless:
- 4 (a) The tenant provides specific, time-limited, and contemporaneous consent to
- 5 the disclosure in a record signed by the tenant; or
- 6 (b) The information is required to be disclosed by a court order or law other
- 7 than Sections 1 to 61 of this Act.

8 ➔SECTION 50. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO

9 READ AS FOLLOWS:

- 10 (1) A verification given by a tenant under subsection (1)(c) of Section 48 of this Act
- 11 must be under oath and include the following:
- 12 (a) From the tenant:
- 13 1. The tenant's name and the address of the dwelling unit;
- 14 2. The approximate dates on which an act of domestic violence, dating
- 15 violence, stalking, or sexual assault occurred;
- 16 3. The approximate date of the most recent act of domestic violence,
- 17 dating violence, stalking, or sexual assault;
- 18 4. A statement that because of an act of domestic violence, dating
- 19 violence, stalking, or sexual assault, the tenant or immediate family
- 20 member has a reasonable fear that the tenant or family member will
- 21 suffer psychological harm or a further act of domestic violence, dating
- 22 violence, stalking, or sexual assault if the tenant or family member
- 23 continues to reside in the unit; and
- 24 5. A statement that the representations in the verification are true and
- 25 accurate to the best of the tenant's knowledge and the tenant
- 26 understands that the verification could be used as evidence in court;
- 27 and

1 **(b) From an attesting third party:**

2 **1. The name, business address, and business telephone number of the**
3 **party;**

4 **2. The capacity in which the party received the information regarding**
5 **the act of domestic violence, dating violence, stalking, or sexual**
6 **assault;**

7 **3. A statement that the party has read the tenant's verification and been**
8 **advised by the tenant that the tenant or immediate family member is**
9 **the victim of an act of domestic violence, dating violence, stalking, or**
10 **sexual assault and has a reasonable fear that the tenant or family**
11 **member will suffer psychological harm or a further act of domestic**
12 **violence, dating violence, stalking, or sexual assault if the tenant or**
13 **family member continues to reside in the dwelling unit; and**

14 **4. A statement that the party, based on the tenant's verification, believes**
15 **the tenant and understands that the verification may be used as the**
16 **ground for releasing the tenant from a lease or terminating the**
17 **tenant's interest under the lease.**

18 **(2) If a verification given to a landlord by a tenant under subsection (1)(c) of Section**
19 **48 of this Act contains a representation of a material fact known by the tenant to**
20 **be false, the landlord may recover an amount not to exceed three (3) times the**
21 **periodic rent or three (3) times actual damages, whichever is greater.**

22 ➔SECTION 51. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
23 READ AS FOLLOWS:

24 **(1) A landlord may recover from a perpetrator actual damages resulting from a**
25 **tenant's exercise of a right under Section 48 of this Act and, if the perpetrator is a**
26 **party to the lease who remains in possession of the dwelling unit, hold the**
27 **perpetrator liable on the lease for all obligations under the lease or Sections 1 to**

1 61 of this Act.

2 (2) A perpetrator shall not recover actual damages or other relief resulting from the
3 exercise of a right by a tenant under Section 48 of this Act or a landlord under
4 this section.

5 ➔SECTION 52. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
6 READ AS FOLLOWS:

7 (1) Subject to subsections (2) and (3) of this section, if a tenant or immediate family
8 member is a victim of an act of domestic violence, dating violence, stalking, or
9 sexual assault and the tenant has a reasonable fear that the perpetrator or other
10 person acting on the perpetrator's behalf may attempt to gain access to the
11 dwelling unit, the tenant, without the landlord's consent, may cause the locks or
12 other security devices for the unit to be changed or rekeyed in a professional
13 manner and shall give a key or other means of access for the new locks or
14 security devices to the landlord and any other tenant, other than the perpetrator,
15 that is a party to the lease.

16 (2) If locks or other security devices are changed or rekeyed under subsection (1) of
17 this section, the landlord may change or rekey them, at the tenant's expense, to
18 ensure compatibility with the landlord's master key or other means of access or
19 otherwise accommodate the landlord's reasonable commercial needs.

20 (3) If a perpetrator is a party to the lease, locks or other security devices shall not be
21 changed or rekeyed under subsection (1) of this section unless a court order,
22 other than an ex parte order, expressly requires that the perpetrator vacate the
23 dwelling unit or restrains the perpetrator from contact with the tenant or
24 immediate family member and a copy of the order has been given to the landlord.

25 (4) A perpetrator shall not recover actual damages or other relief against a landlord
26 or tenant resulting from the exercise of a right by the landlord or tenant under
27 this section.

1 ➔SECTION 53. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
2 READ AS FOLLOWS:

3 (1) On issuance of a court order requiring a perpetrator to vacate a dwelling unit
4 because of an act of domestic violence, dating violence, stalking, or sexual
5 assault, other than an ex parte order, neither the landlord nor tenant has a duty
6 to:

7 (a) Allow the perpetrator access to the unit unless accompanied by a law
8 enforcement officer; or

9 (b) Provide the perpetrator with any means of access to the unit.

10 (2) If a perpetrator is a party to the lease, on issuance of a court order requiring the
11 perpetrator to vacate the dwelling unit, other than an ex parte order, the
12 perpetrator's interest under the lease terminates, and the landlord and any
13 remaining tenant may recover from the perpetrator actual damages resulting
14 from the termination.

15 (3) Termination of a perpetrator's interest under a lease under this section does not
16 terminate the interest of any other tenant under the lease or alter the obligations
17 of any other tenant under the lease.

18 (4) A landlord is not required to return to a perpetrator whose interest under the
19 lease terminates under this section or to any remaining tenant any security
20 deposit or unearned rent until the lease terminates with respect to all tenants.

21 ➔SECTION 54. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
22 READ AS FOLLOWS:

23 (1) If a landlord has a reasonable belief that a tenant or immediate family member is
24 the victim of an act of domestic violence, dating violence, stalking, or sexual
25 assault and another tenant of the same landlord who resides in the same building
26 as the tenant is the perpetrator, the landlord may terminate the perpetrator's
27 interest in the lease by giving the perpetrator notice in a record that the

1 perpetrator's interest will terminate immediately or on a later specified date,
2 which is not later than (30) days after notice is given. The notice must state that
3 the landlord has a reasonable belief that the perpetrator has committed an act of
4 domestic violence, dating violence, stalking, or sexual assault and the
5 approximate date of the act.

6 (2) Before giving notice to a perpetrator under subsection (1) of this section, the
7 landlord shall give notice of the landlord's intent to terminate the perpetrator's
8 interest to the tenant who was the victim of the act of domestic violence, dating
9 violence, stalking, or sexual assault or whose immediate family member was the
10 victim. This notice may be given by any means reasonably calculated to reach the
11 tenant, including oral communication, notice in a record, or notice sent to the
12 tenant at any other address at which the landlord reasonably believes the tenant
13 is located.

14 (3) Failure of a tenant to receive the notice of the landlord's intent to terminate the
15 perpetrator's interest under subsection (2) of this section does not affect the
16 landlord's right to terminate under this section or expose the landlord to any
17 liability.

18 (4) If a landlord terminates a perpetrator's interest under a lease under this section,
19 any other tenant under the lease may recover from the perpetrator actual
20 damages resulting from the termination.

21 (5) Termination of a perpetrator's interest under a lease under this section does not
22 terminate the interest of any other tenant under the lease or alter the obligations
23 of any other tenant under the lease.

24 (6) A landlord is not required to return to a perpetrator whose interest under a lease
25 is terminated under this section or to any other tenant under the lease any
26 security deposit or unearned rent until the lease terminates with respect to all
27 tenants.

1 (7) In an action between a landlord and tenant involving the right of the landlord to
2 terminate the tenant's interest under this section, the landlord must prove by a
3 preponderance of the evidence that the landlord had a reasonable belief that the
4 tenant was a perpetrator.

5 ➔SECTION 55. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
6 READ AS FOLLOWS:

7 (1) In this section, "tenant" includes an applicant seeking to enter into a lease with a
8 landlord.

9 (2) Except as otherwise provided in subsections (4) and (5) of this section, a landlord
10 shall not do or threaten to do any act in subsection (2) of Section 40 of this Act if
11 the landlord's purpose for engaging in the conduct is that:

12 (a) An act of domestic violence, dating violence, stalking, or sexual assault
13 committed against the tenant or immediate family member resulted in a
14 violation of the lease or Sections 1 to 61 of this Act by the tenant; or

15 (b) A complaint of an act of domestic violence, dating violence, stalking, or
16 sexual assault committed against the tenant or immediate family member
17 resulted in a law enforcement or emergency response.

18 (3) Except as otherwise provided in subsection (4) of this section, a landlord shall not
19 refuse or threaten to refuse to rent a dwelling unit if the landlord's purpose for
20 the refusal or threat is that a tenant or an immediate family member is or has
21 been the victim of an act of domestic violence, dating violence, stalking, or sexual
22 assault.

23 (4) Evidence that any of the events described in subsection (2) or (3) of this section
24 occurred within six (6) months before the landlord's conduct creates a
25 presumption that the purpose of the landlord's conduct was retaliation. The
26 landlord may rebut the presumption by a preponderance of evidence showing that
27 the landlord had sufficient justification for engaging in the conduct described in

1 subsection (2) or (3) of this section and would have engaged in the conduct in the
2 same manner and at the same time regardless whether the events described in
3 subsection (2) or (3) of this section occurred.

4 (5) A landlord may terminate the lease of a tenant by giving the tenant notice in a
5 record that the lease will terminate on a date specified in the notice, which must
6 be at least thirty (30) days after notice is given if:

7 (a) Without the landlord's permission, the tenant invited a perpetrator onto the
8 premises or allowed a perpetrator to occupy the dwelling unit:

9 1. After the landlord gave the tenant notice in a record to refrain from
10 inviting the perpetrator onto the premises; or

11 2. During a time the tenant knows the perpetrator is subject to a no-
12 contact court order or a court order barring the perpetrator from the
13 premises; and

14 (b) The landlord demonstrates that:

15 1. There is an actual and imminent threat to the health or safety of any
16 individual on the premises, the landlord, or the landlord's agent if the
17 lease is not terminated; or

18 2. The perpetrator has damaged the premises.

19 (6) If a landlord willfully violates subsection (2) or (3) of this section, the tenant or
20 prospective tenant may recover three (3) times the periodic rent or three (3) times
21 actual damages, whichever is greater, and:

22 (a) Terminate the lease;

23 (b) Defend an action for possession on the ground that the landlord violated
24 subsection (2) of this section; or

25 (c) Obtain appropriate injunctive relief.

26 ➔SECTION 56. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
27 READ AS FOLLOWS:

1 (1) In Sections 56 to 60 of this Act, "bank account" means a checking, demand,
2 time, savings, passbook, or similar account maintained at a bank.

3 (2) Except as otherwise provided in subsections (3) and (4) of this section, a landlord
4 shall not require the tenant to pay or agree to pay a security deposit, prepaid rent,
5 or any combination thereof, in an amount that exceeds two (2) times the periodic
6 rent.

7 (3) The limit established in subsection (2) of this section does not include the first
8 month's rent or fees.

9 (4) Except as otherwise provided by law other than Sections 1 to 61 of this Act, if a
10 tenant keeps a pet on the premises or is permitted by the lease to make alterations
11 to the premises, the landlord may require the tenant to pay an additional security
12 deposit in an amount commensurate with the additional risk of damage to the
13 premises.

14 ➔SECTION 57. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
15 READ AS FOLLOWS:

16 (1) The following apply to a landlord's interest in a security deposit:

17 (a) The landlord's interest is limited to a security interest;

18 (b) Notwithstanding law other than Sections 1 to 61 of this Act, the landlord's
19 security interest is effective against and has priority over each creditor of
20 and transferee from the tenant; and

21 (c) Subject to subsection (3) of this section, a creditor of and transferee from
22 the landlord can acquire no greater interest in a security deposit than the
23 interest of the landlord.

24 (2) The following shall apply to a tenant's interest in a security deposit:

25 (a) Notwithstanding law other than Sections 1 to 61 of this Act, the tenant's
26 interest has priority over any right of setoff the bank in which the account is
27 maintained may have for obligations owed to the bank other than charges

1 normally associated with the bank's maintenance of the account;

2 (b) The tenant's interest is not adversely affected if the deposit is commingled
3 with the deposits of other tenants; and

4 (c) The effect of commingling other than that allowed in paragraph (b) of this
5 subsection is determined by law other than Sections 1 to 61 of this Act.

6 (3) Subsection (1)(c) of this section does not abrogate generally applicable rules of
7 law enabling a transferee of funds to take the funds free of competing claims.

8 ➔SECTION 58. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
9 READ AS FOLLOWS:

10 (1) With respect to funds constituting a security deposit, a landlord:

11 (a) Shall maintain the ability to identify the funds:

12 1. By holding the funds in a bank account that is used exclusively for
13 security deposits, that is maintained with a bank doing business in this
14 state, and the title of which indicates that it contains security deposits;
15 and

16 2. By maintaining records that indicate at all times the amount of the
17 funds attributable to each tenant whose funds are being held in the
18 account; and

19 (b) May commingle the funds received from other tenants as security deposits
20 in the same bank account but shall not commingle other funds, including
21 the landlord's personal or business funds, in the account.

22 (2) If a landlord fails to comply with subsection (1) of this section, the tenant may
23 recover actual damages or damages equal to one (1) times the periodic rent,
24 whichever is greater.

25 (3) A bank in which a landlord deposits funds constituting a security deposit has no
26 duty to ensure that the landlord properly applies the funds.

27 (4) Unless a lease provides otherwise, the landlord is not required to deposit a

1 security deposit into an interest-bearing account or to pay the tenant interest on
2 the deposit.

3 ➔SECTION 59. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
4 READ AS FOLLOWS:

5 (1) After termination of a lease, the tenant is entitled to the amount by which the
6 security deposit and any unearned rent exceeds the amount the landlord is owed
7 under the lease or Sections 1 to 61 of this Act.

8 (2) Not later than thirty (30) days after a lease terminates and the tenant vacates the
9 premises, the landlord shall determine the amount the landlord believes the
10 tenant is entitled to under subsection (1) of this section and:

11 (a) Tender that amount to the tenant or, if the tenant has died, the tenant
12 representative;

13 (b) Send that amount by first-class mail, postage prepaid, to an address
14 provided by the tenant or, if the tenant has died, the tenant representative
15 or, in the absence of that address, to the relevant address specified in
16 Section 8 of this Act; or

17 (c) Cause a funds transfer in that amount to be made, with the cost of transfer
18 paid, to a bank account designated by the tenant or, if the tenant has died,
19 the tenant's representative.

20 (3) If the amount under subsection (2) of this section is less than the sum of the
21 tenant's security deposit and any unearned rent, the landlord shall provide the
22 tenant or tenant representative, within the period specified under subsection (2)
23 of this section, a record specifying each item of property damage or other
24 unfulfilled obligation of the tenant to which the security deposit or unearned rent
25 was applied and the amount applied to each item.

26 (4) If the amount to which the tenant is entitled under subsection (1) of this section is
27 greater than the amount paid to the tenant or tenant representative, the tenant or

1 tenant representative may recover the difference.

2 (5) If a landlord fails to comply with subsection (2) or (3) of this section, the court
3 may award the tenant or tenant's representative, in addition to any amount
4 recoverable under subsection (4) of this section, two hundred fifty dollars (\$250)
5 or two (2) times the amount recoverable under subsection (4) of this section,
6 whichever is greater, unless the landlord's only noncompliance was the failure to
7 comply with subsection (2(b)) of this section as a result of the inadvertent failure
8 to pay the cost of postage or transmission or to use the proper address.

9 (6) If a security deposit and unearned rent held by a landlord are insufficient to
10 satisfy the tenant's obligations under the lease and Sections 1 to 61 of this Act,
11 the landlord may recover from the tenant the amount necessary to satisfy those
12 obligations.

13 ➔SECTION 60. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
14 READ AS FOLLOWS:

15 (1) When a landlord's interest in the premises terminates, the landlord:

16 (a) If the lease continues, not later than thirty (30) days after the termination of
17 the landlord's interest, shall transfer to the person succeeding the
18 landlord's interest in the premises any security deposit being held by the
19 landlord and notify the tenant in a record of the successor's name and
20 address, the amount transferred, and any claim previously made against the
21 security deposit; or

22 (b) If the lease terminates as a result of the termination of the landlord's
23 interest, shall comply with Section 59 of this Act.

24 (2) If a landlord dies before the termination of the lease, the personal representative
25 of the landlord's estate becomes the landlord until the premises are distributed to
26 the successor. If the premises are distributed to the successor before the
27 termination of the lease, the security deposit held by the representative must be

1 transferred to the successor and the representative shall notify the tenant in a
2 record of the successor's name and address, the amount transferred to the
3 successor, and any claim previously made against the security deposit. If the
4 premises are not distributed to the successor before the termination of the lease,
5 the representative shall comply with Section 59 of this Act.

6 (3) If a landlord or personal representative of the landlord's estate complies with
7 subsection (1) or (2) of this section, the landlord or the estate has no further
8 liability with respect to the security deposit.

9 (4) Except as otherwise provided in subsection (5) of this section, a successor to a
10 landlord's interest in the premises has all rights and obligations of the landlord
11 under Sections 1 to 61 of this Act with respect to any security deposit held by the
12 predecessor landlord which has not been returned to the tenant, whether or not
13 the security deposit was transferred or distributed to the successor.

14 (5) If a landlord's interest is terminated by foreclosure, the successor's liability
15 under subsection (4) of this section is limited to the security deposit received by
16 the successor.

17 ➔Section 61. KRS 383.715 is amended to read as follows:

18 Sections 1 to 61 of this Act~~[KRS 383.505 to 383.705]~~ shall be known and may be cited
19 as the "Uniform Residential Landlord and Tenant Act."

20 ➔Section 62. The following KRS sections are repealed:

21 383.300 Protections for person with rental or lease agreement who is protected by
22 domestic violence order or interpersonal protective order.

23 383.302 Prohibited inclusion in rental or lease agreement of authority to terminate on
24 the basis of tenant's request for assistance in emergencies.

25 383.500 Local governments authorized to adopt provisions of the Uniform Residential
26 Landlord and Tenant Act in their entirety and without amendment.

27 383.505 Purposes -- Policies.

- 1 383.515 Construction.
- 2 383.525 Settlement of disputed claim or right.
- 3 383.540 Jurisdiction -- Service of process.
- 4 383.580 Security deposits.
- 5 383.620 Tenant's use and occupancy.
- 6 383.665 Tenant's failure to maintain.
- 7 ➔Section 63. This Act shall apply only to a lease made on or after the effective
- 8 date of this Act.