

Uniform Law Commission's Uniform Residential Landlord-Tenant Act

I. Overview

The Uniform Residential Landlord and Tenant Act (URLTA) was completed by the [Uniform Law Commission \(ULC\)](#) in 1972.

The ULC Drafting Process

A “uniform” state law is one in which uniformity of the provisions of the act among the various jurisdictions is a principal and compelling objective. To draft an act, ULC appoints a drafting committee from among the ULC membership (attorneys from diverse practice areas). Each draft receives at least two years consideration. The drafting process draws on the expertise of state-appointed commissioners, legal experts, and advisors and observers representing the views of other legal organizations or interests that will be subject to the proposed laws.

Draft acts are submitted for initial debate of the entire ULC at an annual meeting. Each act must be considered section-by-section, at no less than two annual meetings, by all commissioners. Once approved, the final step is a vote by states. [A majority of the states present, and no less than 20 states, must approve an act before it can be officially adopted.](#)

URLTA

URLTA establishes the landlord and tenant relationship on the basis of contract (rather than property law) and, thus, gives the parties contractual rights and remedies. [As of 2008, URLTA has been adopted by 21 states:](#)

Alabama	Kansas	Oklahoma
Alaska	Kentucky	Oregon
Arizona	Michigan	Rhode Island
Connecticut	Mississippi	South Carolina
Florida	Montana	Tennessee
Hawaii	Nebraska	Virginia
Iowa	New Mexico	Washington

II. URLTA's Property Maintenance Obligations

URLTA is intended to “encourage landlords and tenants to maintain and improve the quality of housing,” and clarify the “rights and obligations of landlords and tenants.” URLTA § 1.102.

Landlord Obligations

Generally, URLTA requires that a landlord:

- comply with applicable building and housing codes affecting health and safety;
- “make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition”;
- keep all common areas in a clean and safe condition;
- maintain electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in “good and safe working order and condition”;
- provide and maintain appropriate receptacles for removal of garbage and other waste, and arrange for their removal; and
- supply running water and reasonable amounts of hot water at all times and reasonable heat (between October 1 and May 1), except where the law does not require the building be so equipped, or heat or hot water is generated by an installation controlled by the tenant.

Under certain circumstances, a landlord and tenant may agree to have the tenant perform repairs and maintenance. URLTA § 2.104.

URLTA prohibits rental agreements that allow landlords to receive rent free of the obligation to comply with the code's maintenance obligations. URLTA § 1.404; § 2.104(a).

Tenant Obligations

Also, URLTA requires that a tenant:

- comply with all obligations primarily imposed upon tenants by applicable building and housing codes;
- keep the tenant's premises "as clean and safe as the condition of the premises permit";
- dispose of garbage, rubbish and other wastes from the dwelling unit "in a clean and safe manner";
- keep plumbing fixtures in the tenant's dwelling unit "as clear as their condition permits"; and
- use "in a reasonable manner" all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances. URLTA § 3.101.

III. URLTA Provisions Related to Property Maintenance

§ 1.102. [Purposes; Rules of Construction]

- (a) This Act shall be liberally construed and applied to promote its underlying purposes and policies.
- (b) Underlying purposes and policies of this Act are
 - (1) to simplify, clarify, modernize, and revise the law governing the rental of dwelling units and the rights and obligations of landlords and tenants;
 - (2) to encourage landlords and tenants to maintain and improve the quality of housing; and
 - (3) to make uniform the law with respect to the subject of this Act among those states which enact it.

§ 1.404. [Separation of Rents and Obligations to Maintain Property Forbidden]

A rental agreement, assignment, conveyance, trust deed, or security instrument may not permit the receipt of rent free of the obligation to comply with Section 2.104(a).

§ 2.104. [Landlord to Maintain Premises]

- (a) A landlord shall:
 - (1) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
 - (2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
 - (3) Keep all common areas of the premises in a clean and safe condition;
 - (4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
 - (5) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and
 - (6) Supply running water and reasonable amounts of hot water at all times and reasonable heat [between [October 1] and [May 1]] except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.
- (b) If the duty imposed by paragraph (1) of subsection (a) is greater than any duty imposed by any other paragraph of that subsection, the landlord's duty shall be determined by reference to paragraph (1) of subsection (a).
- (c) The landlord and tenant of a single family residence may agree in writing that the tenant perform the landlord's duties specified in paragraphs (5) and (6) of subsection (a) and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith.
- (d) The landlord and tenant of any dwelling unit other than a single family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if

- (1) The agreement of the parties is entered into in good faith and is set forth in a separate writing signed by the parties and supported by adequate consideration;
 - (2) The work is not necessary to cure noncompliance with subsection (a)(1) of this section; and
 - (3) The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.
- (e) The landlord may not treat performance of the separate agreement described in subsection (d) as a condition to any obligation or performance of any rental agreement.

§ 3.101. [Tenant to Maintain Dwelling Unit]

A tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;
- (3) Dispose from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clear as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so; and
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.