



MONTPIRG
Empowering Leaders. Creating Change.

Montana Tenant-Landlord Guide

Revised Edition, 2024

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The Montana Public Interest Research Group (MontPIRG) is a student directed and funded non-partisan organization dedicated to affecting tangible, positive change through educating and empowering the next generation of civic leaders. Our goal is to help students become informed and equipped with the knowledge, skills, and confidence to advocate for the public interest. Get involved and make a difference!

Table of Contents

Introduction	5
Landlord-Tenant Statutes in Montana	5
Exemptions	6
The Basics of Easy Renting	6
I: Choosing a Rental Unit	8
Factors to Consider	8
Bargaining	8
The Holding Deposit	9
Screening Prospective Tenants	9
Discrimination	10
II: Establishing a Rental Agreement	11
Statement of Condition of the Premises	11
The Rental Agreement	11
Verbal Versus Written Rental Agreement	12
Standard (Month-to-Month) and Lease Agreement	13
Special Provisions	14
Repairs	14
Pets	14
Emotional Support Animals	15
Managing Premises for Landlord	16
Subletting Agreements	16
Special Use of the Premises	17
The Security Deposit Agreement	17
III: Landlord and Tenant Rights and Responsibilities	19
General Provisions	19
Maintenance of Premises and Property	20
Damages and Repairs	20
Utilities	23
Fire Safety	24
Mold	25

Renter's Insurance	26
Landlord's Right to Access; Tenant's Right to Privacy	27
Changing the Rental Agreement	29
What Constitutes Notice?	29
IV: Ending the Rental Agreement	31
Termination	31
Security Deposit Refund	32
Eviction Procedures	33
Eviction Process	36
Retaliatory Conduct by the Landlord	37
V: Solving Problems	39
Standard Complaint Letter	40
Consulting an Attorney	41
Civil Court	42
Where to File	43
Filing in Civil Court	43
Counterclaim and Removal	44
At the Trial	45
Judgment	46
Appeal	46
VI: Mobile Home Owners Renting Space in Mobile Home Parks and Their Landlords	47
Rental Agreements	47
Rules	48
Resident Associations	48
Road Maintenance Obligations	49
Reasons for Eviction	49
VII: Section 8 Housing	51
Screening of Tenants	51
Security Deposits	52
Landlord Responsibilities	52
Tenant Responsibilities	53
Payments to Landlords	53

Rent Adjustments	54
Terminations and Evictions	54
VIII: Appendices	56
A: Checklist for Choosing a Rental Unit	56
B: Model Rental Agreement	59
C: Model Statement of the Condition of the Premises	63
D: Model Roommate Rental Agreement	68
E: Model Holding Deposit Agreement	70
F: Model Security Deposit Agreement	71
G: Sample Repairs Letters	72
H: Sample Mold Disclosure	73
I: Additional Resources	74
Glossary	80

Introduction

Welcome to the 10th edition of the Montana Public Interest Research Group's (MontPIRG) Tenant Landlord Guide. MontPIRG first published this guide in 1983 in response to a survey of University of Montana students that showed that they faced many problems as tenants, mostly due to a lack of understanding of Montana's tenant-landlord laws. Though this guide was originally meant to be a source for student-tenants, it has become a standard source of information on tenant-landlord law for both landlords and tenants across the state.

Taking its expanding audience into account, the newest edition seeks to provide vital information for both landlords and tenants in language that is accessible to the general public. This edition has been updated to include changes to tenant-landlord law made as of June 2024, with newly added and updated provisions highlighted. This guide is designed to help tenants and landlords avoid problems wherever possible, and if disputes arise, to solve them quickly and inexpensively. The information and suggestions contained in this guide are based upon Montana law, consultations with attorneys, and extensive outreach to students to determine what issues are being faced in their lives today.

This guide is both a resource and a workbook. Use the table of contents and index to get quick answers to specific questions you may be facing, or read it cover-to-cover in order to gain a detailed understanding of what your rights are as a renter or as a landlord. This guide will give you comprehensive knowledge of the legal rights and responsibilities held by tenants and landlords, the remedies provided by law for resolving disputes, and practical tips on maintaining a good landlord-tenant relationship.

Landlord-Tenant Statutes in Montana

Throughout this guide, you will see citations in parentheses, similar to (70-24-101, MCA). MCA refers to the Montana Code Annotated, which is the collection of laws for the state of Montana. The first number indicates the title, the second the chapter, and the third the section of the Montana Code Annotated. For example, in the reference (70-24-101, MCA) the information was taken from Title 70, Chapter 24, and Section 101 of the Montana Code Annotated. The sections of the MCA which you will find most frequently in this guide and in the search for legal information on landlord-tenant issues are the

Montana Residential Landlord and Tenant Act of 1977 (70-24, MCA) and the Residential Tenants' Security Deposits Act (70-25, MCA). ARM refers to the Administrative Rules of Montana, which are agency regulations that have the force of law. You can find current versions of these and other Montana statutes at the Montana Legislative website: <https://leg.mt.gov/bills/mca/index.html>. Current versions of the ARM can be found at <https://rules.mt.gov/>.

Exemptions (70-24-104, MCA)

Although the Montana Residential Landlord and Tenant Act of 1977 applies to a majority of the state's residential rental properties, there are certain types of residences that do not fall under the purview of the laws discussed in this guide. These exclusions include:

1. Residence at public or private institutions that provide medical, geriatric, counseling, or religious services;
2. Residence at public or private institutions that provide educational services, including all housing provided by the Montana University System and other postsecondary institutions;
3. Occupancy of a residence that is operated by and for a fraternal or social organization, including postsecondary fraternal and sorority houses;
4. Temporary occupancy in hotels or motels;
5. Occupancy provided by a tenant's employer when the right to occupancy depends on employment in and about the premises;
6. Occupancy by the owner of a condominium unit or occupancy by the holder of a proprietary lease in a housing cooperative;
7. Occupancy under a rental agreement covering premises used by the occupant primarily for commercial or agricultural purposes.

Even if your residence falls under one of these exempt categories, this guide can help to build familiarity with Montana's body of rental laws and resources for legal representation.

The Basics of Easy Renting

1. Make all agreements and requests in writing, and save photocopies for your records.

Verbal agreements are legally binding in Montana, but they are much harder to

enforce than written agreements. As such, anytime you communicate with your landlord or your tenant, it is best to do so in writing. Remember to always keep a personal copy of any written agreement. You can find model written agreements for common rental issues in Part VIII of this guide.

2. Read and understand agreements before signing them.

Ensure that you read everything in any contract. If there is something you do not understand, ask the landlord to explain it to you. If you are not comfortable with the explanation, do not sign it. Never assume that a verbal explanation accurately paraphrases what you are about to sign, and never allow yourself to be rushed into a deal. Part II of this guide explains the most common parts of a rental agreement.

3. Develop a landlord-tenant relationship and attempt to resolve problems amicably.

Disputes should rarely arise if both parties understand their rights and fulfill their obligations. Part III of this guide will help you understand your rights as a landlord or a tenant. When a problem does arise, ensure that you communicate with the other party to find a mutually beneficial resolution. Part V of this guide provides some helpful tips for resolving disputes between a landlord and tenant.

4. If you can not resolve a legitimate grievance, pursue it in court.

Montana tenant-landlord law includes many protections for both landlords and tenants. However, these protections are meaningless if they are not invoked to protect the rights of the respective parties. In keeping the landlord accountable to you as a tenant, you not only help yourself, but also future tenants.

As a landlord, if a tenant is in default of the rental agreement, you have straightforward legal rights to pursue your grievances and resolve disputes with your tenant. Part V of this guide walks you through the process of taking a landlord-tenant grievance to court.

5. When you have a question or problem, call Montana Legal Services HelpLine at 1-800-666-6899.

Part I: Choosing a Rental Unit / Choosing a Renter

Factors to Consider When Looking for a Rental

Before looking for a place to live, consider what you can afford and what you need. Decide how much you are willing to pay for rent and utilities. When considering a specific unit, find out how much the utilities will cost. Ask previous tenants and the landlord what the utilities have cost in the past. If necessary, ask the landlord to request the information for you from Northwest Energy or your local power company, which should have records of the previous year's gas and electric bills.



List those assets you want or need, for example laundry facilities, location in relation to work or school, safety, parking availability, access to public transportation, pet policy, etc. Then use the "Checklist for Choosing a Rental Unit" (Appendix A, page 56) to assist you in choosing a rental unit which meets your needs.

Bargaining

As you find generally desirable rental units, remember that you can bargain with the landlord for acceptable terms. For example, a landlord might be willing to lower rent, spread the security deposit over several monthly payments, or alter pet policies. Too often, tenants mistakenly assume that bargaining is unacceptable; however, many landlords are willing to bargain for a good renter. See what the landlord wants, vocalize what you want, and negotiate for a rental agreement that works for both parties. If you do make special arrangements, remember to put them in writing on the rental agreement. For more information, see "Establishing a Rental Agreement" (page 11).

The Holding Deposit

The Montana Residential Landlord Tenant Act does not specifically address holding deposits, but generally a holding deposit is an amount of money paid by a prospective tenant to reserve a dwelling space until a rental agreement is formally initiated. In accepting such a deposit, the landlord is considered to have given consent for the person to take possession of the property. When the tenant moves out, the deposit is often returned or applied toward other rental charges as a credit. If a tenant pays a holding deposit and then backs out of the deal, the landlord often keeps the deposit as payment for having taken the unit off the market for the tenant.

Because they lack a legal definition in state law, holding deposits are defined by contract law. This makes it very important to negotiate a complete rental agreement as well as a written agreement with the landlord that spells out the terms of the holding deposit, including the last date that you can opt not to sign the rental agreement.

Without a written agreement, the purpose and function of the holding deposit becomes the landlord's word against the word of the prospective tenant. Before you pay a holding deposit, make sure you have the conditions of the holding deposit spelled out on paper to your satisfaction. Get a receipt for the payment, and be sure to keep a copy of the holding agreement for yourself.

Screening Prospective Tenants

Many landlords screen prospective tenants to ensure that they will maintain the unit and pay rent on time. Landlords may ask applicants for names, addresses, and phone

Impress Your Future Landlord Courtesy of Get Rich Slowly

Create a Rental Résumé. Treat this like you would a job search. The majority of applications are going to ask for the same information. Put together a basic one or two-page document containing this commonly requested information. Even if the landlord or property manager makes you fill out the application anyway, at least you'll already have everything on hand.

Be sure to include:

- Full names of everyone on application
- Dates of Birth
- Contact information (phone and e-mail)
- Current address (length, landlord information, reason for leaving).
- Previous addresses (with additional information)
- Current employment information (salary, length, contact information)
- Past employment (with additional information)
- Personal references
- Vehicle information (make, model, plates, driver's license number)
- Pet(s) information (breed, size, age)

numbers of previous landlords or rental agencies to find out about their rental history. A landlord may also run a credit check, request personal references, and information on employment and income to determine ability to pay.

Discrimination (49-2-305, MCA)

While screening tenants is important for landlords to ensure that their property will be cared for and that rent will be paid, landlords may NOT use the screening process to discriminate against prospective tenants. Unless a landlord is renting a room in their own house, the landlord is forbidden from discriminating against a potential tenant on the basis of the individual's race, color, creed, religion, sex, age, marital status, familial status, national origin, or mental or physical disability (49-2-305(2), MCA).

The prohibitions against discrimination based on age or familial status mean that it is illegal to discriminate against tenants with children. The two exceptions to this law are:

1. If the residence in question is owner-occupied, provided that the owner rents no more than three rooms within the residence, or;
2. If the residence in question is part of an "all-adult" community that has adhered to the policies that demonstrate the housing is intended for a certain age, such as a nursing home (49-2-305(10), MCA).

Federal law also establishes rights to accessible housing for persons with disabilities. If a rental unit can be made accessible with reasonable changes and/or additions, a landlord must allow the tenant to make those changes, at the tenant's cost. Additional information on the housing rights of people with disabilities can be obtained by contacting agencies listed in Appendix I of this guide (page 74).

A landlord might try to discourage prospective tenants they consider "undesirable" in a variety of ways. Common tactics include sharply raising the rent or security deposit above the advertised cost. Upon seeing the tenant in person, the landlord might announce that the unit "was just rented."

If you feel you are being discriminated against, or if you have questions about discrimination, call the Montana Human Rights Bureau at 1-800-542-0807 or visit their website at <https://erd.dli.mt.gov/human-rights/>. Montana Fair Housing can also assist you in filing a discrimination complaint. They can be reached at their main office in Butte at (406) 782-2573 or 1-800-929-2611.

Part II: Establishing a Rental Agreement

Statement of the Condition of the Premises (70-25-206, MCA)

At the beginning of the tenancy, the landlord must provide the tenant with a written statement of the condition of the premises. The landlord is also required to provide a list of damage and cleaning charges assessed to the previous tenant upon the tenant's request. Many landlords choose to have their tenants fill out a "check-in" sheet or something similar to the Condition of Premises form in Appendix C (page 63) of this guide in order to comply with this requirement. It is also recommended that tenants take pictures of their rental space upon moving in to provide an objective representation of the condition of the premises. These options are the most beneficial to renters because they will often highlight defects in greater detail to preserve their deposit. You should retain copies of these documents for your records. The Condition of Premises report is important because without it there is no evidence of the condition of the unit when the tenant moved in. The report protects the tenant from being charged for conditions that existed prior to the beginning of the tenancy and provides the landlord with the evidence necessary to withhold money from the security deposit for damages caused by the tenant.

If the landlord fails to provide a statement of the condition of the premises, they relinquish their claim to withhold cleaning or damage charges from the security deposit when the tenancy ends. Without a written condition of premises, the legal burden of proof is on the landlord to prove by "clear and convincing evidence" that the tenant is responsible for the damage in question. This evidence must be presented before any part of the deposit can be withheld (70-25-206, MCA).

The Rental Agreement

Montana law defines a rental agreement as any written or verbal agreement embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises (70- 24-103, MCA). The landlord and the tenant must decide between a verbal or written agreement; and must choose a standard, term, or lease agreement. The rental agreement should carefully outline any special provisions such as additional repairs to be performed or tenancy rules. A landlord is not allowed to require a tenant to provide an email address as a condition of their rental agreement (70-24-202, MCA). Verbal and written rental agreements are legally binding on both parties. No rental agreement may contain provisions which violate the law, or waive or

forego the rights or remedies of any party under the law (70-24-202, MCA). Courts in Montana have considerable discretion in finding provisions of a rental agreement to be "unconscionable." These are provisions that, while not violating the letter of the law, are unfair or repressive to one of the parties. Neither party is required to abide by a rule in a rental agreement that is contrary to Montana law or has been found by a court to be unconscionable (70-24-404, MCA). Provisions that are unconscionable include agreeing to limit a landlord's legal responsibilities in case of negligence or misconduct, requiring a tenant to pay a landlord's attorney's fees, and discriminatory practices like raising rent for tenants with children. If a provision violates the federal Fair Housing Act, it is considered unconscionable.

Verbal Versus Written Rental Agreements

Verbal and written rental agreements are treated differently under the law.

Verbal agreements are agreements in which there is no written documentation of the terms of your tenancy. The tenant and landlord simply decide upon the amount of rent, when it will be due, the security deposit amount, and perhaps a few simple rules. Specific issues not covered by the agreement are set to default terms established by state and federal law. Verbal agreements are convenient to the extent that they are usually short and do not involve reading fine print. Technically, they are just as legally binding as written agreements. However, verbal agreements can be difficult to enforce. First, you must prove that some agreement exists; then you must prove what the terms of that agreement are. If a dispute arises later on, it is likely to deteriorate into an argument pitting the tenant's word against the landlord's. If witnesses are present, some of these difficulties may be avoided later.

If the person you are entering into a rental agreement with does not wish to sign a written agreement, make notes as to witnesses present and the substance of the agreement. Send a signed and dated letter identifying the key points of the agreement to the other party. Keep a copy of the letter for your records. By sending this letter, you not only document your understanding of the agreement, but you also create an opportunity for the other party to clear up disagreements.

A **written agreement** is a signed document listing the terms and provisions of your tenancy. The terms of written



agreements are easier than verbal agreements to enforce because they provide explicit conditions of tenancy that can be reviewed by outside parties, including the judicial system. Additionally, the signatures indicate that both parties understand and accept the terms of the agreement.

Before signing an agreement, make sure that you read and understand all of its provisions. Under certain circumstances, a written agreement does not need to be signed by both parties to be binding. If either the landlord or the tenant does not sign and deliver a rental agreement which has been duly signed and delivered by the other party, but acts as though they did, then the agreement has the same effect as if it had been signed. If a landlord accepts rent money, or if a tenant takes possession of the dwelling unit, then they act as though the rental agreement was signed. If a rental agreement concerning a period of tenancy for longer than one year is unsigned, then that agreement is only binding for one year (70-24-204, MCA).

Montana law requires that rental agreements be written in plain and understandable language. If you are unsure of the implications of a certain term or provision, ask an attorney about it or contact another form of legal help. If there is something you do not like in an agreement, discuss it with your landlord. Come to a mutual agreement, cross out or revise that section, and initial the modification with your landlord. If there is something you do not like in an agreement, cross it out and initial the modification with your landlord. After negotiating and signing a rental agreement, be sure to retain a copy of it for your records. Be aware that a tenant cannot be bound to provisions in a lease agreement which are prohibited by the Montana Residential Landlord Tenant Act (70-24-202, MCA). The law always takes precedent if there is any doubt.

Standard (Month-to-Month) and Lease Agreements

There are two kinds of rental agreements: the standard month-to-month agreement, and the lease. **Standard month-to-month** agreements can be terminated by either the landlord or the tenant on thirty (30) days written notice **FOR ANY REASON or FOR NO REASON**, unless the termination is discriminatory or retaliatory (see the sections on discrimination and retaliation). In addition, the landlord can change the terms of the rental agreement (including rent) on thirty (30) days written notice. If a rental agreement is terminated without cause and prior to the expiration of the agreement, the party receiving the notice of cancellation is entitled to seek monetary compensation of up to one month's rent (70-24-201(2)(f), MCA). If the tenant breaks the agreement early, the landlord is entitled to rent until a new tenant is found or until the date the old agreement was supposed to expire, whichever comes first.

Leases are rental agreements which do not allow either the landlord or the tenant to vary the terms of the rental agreement until the lease expires, unless the terms of the lease are violated. If either the landlord or the tenant wish to terminate the lease at the end of the term, a thirty (30) day notice must be given to the other party. If a lease expires, but the tenant continues to pay rent and live at the rental unit and the landlord continues to accept rent, the rental agreement continues, unless otherwise detailed in the lease. The lease then becomes a standard month-to-month agreement. (70-24-205, MCA).

Sometimes a rental agreement will be referred to as a "term agreement." Provided neither the tenant nor the landlord can change the terms of the agreement for the term specified in the rental agreement, then the "term agreement" is for all purposes a lease.

Occasionally, however, a "term agreement" will prohibit the tenant from terminating the rental agreement before the term specified, but will allow the landlord to terminate the rental agreement, raise rent, or otherwise change the terms of the agreement within the term specified. Clearly, such an agreement is in almost all circumstances not beneficial to the tenant and should be avoided.

Special Provisions

Many times the landlord and tenant will make special agreements regarding repairs, pets, subletting, etc. These provisions should be spelled out in a written agreement.

1. **Repairs.** If the landlord has agreed to perform repairs, the repairs and the dates by which they will be completed should be listed on the rental agreement. Each party should initial each repair that is added.
2. **Pets.** If a tenant plans to have a pet, it is recommended to get detailed written permission from the landlord. Sometimes

Sharing Responsibilities

Courtesy of New Mexico Legal Aid

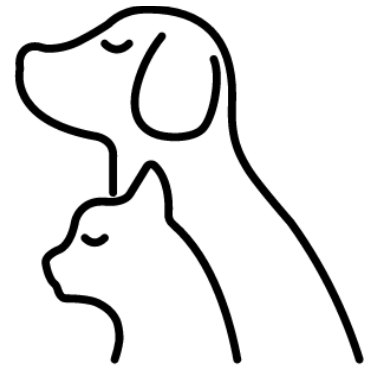
There are three kinds of repairs that may be needed at a rental unit:

- Those required by something the tenant caused to happen (like accidentally breaking a lamp or a window);
- Those by normal wear and tear (like a leaky faucet or a stopped up drain);
- Those involving the landlord's obligation to adequately maintain the property (like faulty plumbing or electrical wiring problems).

The rights and obligations of the tenant and of the landlord are different for each type of repair. See the Damages and Repairs discussion in Part III of this guide

the landlord will request an additional pet security deposit to cover cleaning or damage costs, which may be associated with the pet. If so, tenants should make sure the terms of the deposit agreement are clear, and keep a copy for their records. Under Montana law, pet deposits are subject to all the same rules and regulations as security deposits (70-25-101(4), MCA). Pet deposits cannot be "non-refundable" or have other terms associated with them that violate the Montana Residential Tenants' Security Deposits section of the Montana Code (70-25, MCA). However, landlords are allowed to charge higher rents to tenants with pets.

If a tenant has a pet which is not allowed by the rental agreement, the landlord may give the tenant a three-day notice specifying that the tenant must either get rid of the pet or vacate the premises. For the tenant, temporarily removing or "hiding" the pet is not a good solution. Following the initial notice, if the landlord discovers any unauthorized pet in the rental within the next six (6) months, they can give the tenant a five (5) day notice to move out, with no opportunity to remedy the situation. If any unauthorized pet causes damage, the landlord may give the tenant a three (3) day notice of termination for destruction of property, in which case removing the pet would do no good and the tenant should find another place to live.



3. **Emotional Support Animals** (70-24-114, MCA). A tenant with a disability-related need is allowed to request permission from their landlord to keep an emotional support animal (ESA). The landlord is authorized to request information that reasonably supports the tenant's need for the animal. This information ought to come from a licensed healthcare professional who has had an established relationship with the tenant for at least thirty (30) days and has completed a clinical evaluation of the tenant regarding their need for an ESA. A landlord may NOT request information that discloses a specific diagnosis or the severity of any given disability. Any ESA registration, certificate, or identification card is not considered sufficient supporting information. A landlord is allowed to reject an ESA request if the animal poses a direct threat to the health and safety of other residents or if there is a direct threat of physical damage to the property. The tenant is liable for any damages that occur because of the ESA. However, the landlord is NOT allowed to charge higher rates for the security deposit or rent, as an ESA is a reasonable accommodation related to a disability.

4. **Managing Premises For Landlords** (70-24-303(3)(4), MCA). Tenants may arrange (in writing) with the landlord to perform repair and maintenance tasks themselves, providing all the following conditions are met: **a)** *the agreement is not made in order for the landlord to evade their responsibilities;* **b)** *the work the tenant does is not necessary to bring the dwelling into compliance with the housing code;* **c)** *the agreement does not diminish the landlord's responsibility to other tenants.* However, in buildings that contain more than three dwelling units, these kinds of arrangements are prohibited in order to protect the tenant from becoming a general maintenance person for the complex.
5. **Subletting Agreements** (70-24-305, MCA). Some landlords allow tenants to sublet, or rent, their rental unit to someone for a specified period of time. Tenants normally sublet in order to hold a rental unit for a period in which they will be gone (as in the case of a tenant who leaves for the summer but wants to keep their apartment), or in order to complete the time remaining on a term agreement or lease.

If a tenant decides to sublet, they retain all their rights and responsibilities as a tenant, but they also take on all the rights and responsibilities of a landlord - ***the tenant becomes a landlord to the new tenant***. Thus, the tenant is still responsible for the timely payment of rent, and for any damages caused by the person subletting from them, but as a landlord they also take on significant new obligations to, for example, keep the rental unit fit and habitable and to give adequate notice for terminating or changing the rental agreement.

A tenant may not sublet their rental property unless:

1. They have written permission from their landlord and;
2. The subletting agreement is not longer than the period of the rental contract (i.e. the sublet agreement cannot extend past the end of the lease, or no more than one (1) month's time for a month-to-month agreement.)

If you sublet, use a written rental agreement and include in it all the terms of your rental agreement with the landlord. Draw up a separate, written agreement stating the amount and terms of a security deposit. Sublet only to people who recognize the unique nature and responsibilities of the situation and will conduct themselves accordingly.

Special (Non-Residential) Uses of the Premises. If a tenant wishes to use the premises in ways other than as a home to live in-e.g. as an office, day care center, wood-shop, etc. they must get special permission from the landlord. The tenant and landlord should put the terms of this permission in writing as part of the rental agreement. Residential rentals must be used primarily as residences. Small businesses may be run out of a residential unit only if this activity is secondary to the use of the unit as a residence. The information in this guide only pertains to residential rental situations. If you rent space for a business, for storage, or for an art studio, etc., the information in this guide will not apply to your rental agreement.

The Security Deposit Agreement (70-25, MCA)

Most landlords require the tenant to put down an amount of money, separate from rent, to protect the landlord from losses due to tenant-caused damages, appropriate cleaning not performed by the tenant, and unpaid rent and utilities owed by the tenant after the rental agreement is terminated. This is usually called the "cleaning" or "security" deposit. It should be noted, however, that any money (or its equivalent) collected by the landlord to ensure the premises are left clean, no damages have occurred, and that all rent and utilities are paid is considered to be a security deposit, regardless of what it is called (70-25-101(4), MCA). Landlords cannot evade security deposit regulations simply by calling the security deposit, or a portion thereof, by a different name (i.e. pet deposit, cleaning fee, etc.).

It should also be noted that Montana law defines security deposits as "value given in money or its equivalent" (70-25-101, MCA). This means that if tenants are required to perform cleaning on the residence when they move in, an appropriate charge for their labor is part of the security deposit and must be refunded to them upon termination of tenancy.

The security deposit is the tenant's money throughout the tenancy and is eventually refunded to them, provided they do not owe any rent and leave the rental unit in as good condition as when they moved in. Before any cleaning charge can be deducted from the security deposit, a landlord must provide a departing tenant with a written notice detailing what needs to be cleaned. This notice can be mailed via certified mail or placed in a clearly visible spot in the rental space, accompanied by notification via telephone, text, or email. The tenant has twenty-four (24) hours following the delivery of the notice to complete the indicated cleaning. Non-refundable cleaning and security deposits are not allowed under Montana law (70-25-201, MCA).

The security deposit agreement should be set down in writing. Refer to Appendix F (page 71) for a model agreement. If the landlord does not want to sign an agreement, the tenant should get a receipt for the deposit and save it for future reference.

Part III: Landlord and Tenant Rights and Responsibilities

General Provisions

Montana law recognizes that both tenants and landlords have an interest in maintaining the rental unit, and that good tenant-landlord relationships are symbiotic. Tenants need landlords to provide a place for them to live, and without tenants, landlords would be deprived of a source of income. Correspondingly, tenants and landlords have responsibilities to one another. Tenants have a responsibility to pay the landlord rent in a timely manner and to maintain and care for the landlord's property (70-24-201, 70- 24-321, MCA). Landlords have a responsibility to provide the tenant with a fit and habitable dwelling, and to maintain the premises for which the tenant is paying (70- 24-303, MCA).

Providing a fit and habitable dwelling means that the rental unit must comply with local building codes concerning health and safety, and must have at least basic amenities such as heating, hot and cold running water, electricity, proper plumbing, a smoke detector and adequate ventilation. Landlords must also maintain any and all appliances supplied as part of the rental agreement (70-24-303, MCA). A landlord may not prohibit a tenant from possessing or maintaining a legally-owned firearm on the rental premises. The landlord may, however, prohibit the tenant from discharging a legally-owned firearm on the premises, except in cases of self-defense (70-24-110, MCA). In addition, rules and regulations set forth by the landlord must be applied and enforced to all tenants uniformly and fairly, and landlords cannot use rules and regulations to absolve themselves of their legal responsibilities (70-24-311, MCA).

The tenant has a responsibility to maintain the dwelling, as much as reasonably possible, and to keep the unit safe and reasonably clean. Tenants must dispose of all waste in accordance with health and safety codes. The tenant must not destroy, deface, damage or remove any part of the premises and must use the areas within the dwelling unit as they are designed to be used. For instance, a kitchen may not be turned into a ceramics studio. Also, the tenant may not disturb neighbors or use the rental in such a way as to interfere with their neighbor's peaceable enjoyment of their premises (70-24-321, MCA).

Maintenance of Premises and Property

Damages and Repairs

As stated above, the landlord must keep the premises in fit and habitable condition. The tenant has an obligation to treat the rental unit with care. If the tenant or a guest of the tenant accidentally or intentionally damages the rental property, the tenant is responsible for covering the cost of repairs and/or replacement. Tenants must promptly notify the landlord of any damage to the unit. Rental units will be inspected upon departure of the tenant to ensure no repairs or cleaning is necessary (70-25-202, MCA).

Occasionally, repairs will be necessary through no fault of the tenant. Before asking the landlord to do repairs, tenants should make sure that:

1. The repairs are not for damages that are the tenant's fault, or the fault of a tenant's guest (70-24-406(1)(a)(iii), MCA).
2. The damages affect the fitness and habitability of the rental unit (70-24-408, MCA).

If the tenant thinks the damages might pose a serious health or safety hazard, and the landlord does not offer to repair the damage in a reasonable amount of time after notification of the issue, tenants can arrange for the county or city building inspector to examine the rental unit. The inspector will normally notify the owner, in writing, of any defects. Ask your local county or city offices about how to arrange a visit from a building inspector.

Tenants may never withhold rent to induce the landlord to perform repairs. While Montana law recognizes that tenants need effective processes to ensure prompt repairs, withholding rent in order to force repairs is improper. In response, the landlord can terminate the rental agreement with three (3) days prior notice and sue the tenant for up to three times the amount of lost rental income (see Termination and Eviction in Ending the Rental Agreement).



If a repair needs to be made, and it is the landlord's responsibility to make the repair (i.e. the tenant did not cause the damage and the repair is necessary to keep the premises in a habitable condition or to maintain appliances provided by the landlord),

the tenant's first step is always to inform the landlord of the problem. Though landlords may be obligated to maintain the conditions of a rental property under terms in the rental agreement, none of the tenant's rights to have repairs made arise until the landlord has been notified of the problem.

There are several different ways in which tenants may provide notice of issues to the landlord. The first of these is delivery to the landlord's place of business through which the rental agreement was made (70-24-108(1)(b), MCA). The second option is notification via email. With this option, note that notice is considered given on the day in which an electronic read receipt is received or an electronic mail reply other than an automated response is given by the landlord (70-24-108(1)(c), MCA). The final option is notification via physical mail, delivered either by hand, with a certificate of mailing, or by certified mail. If a mail carrier is used, notice is considered given three (3) days after the date of mailing (70-24-108(1)(d), MCA). Copies of notice given should be retained for the tenant's records. Like verbal rental agreements, Montana law also recognizes verbal notification. A landlord may not refuse to make necessary repairs because notice was not given in writing. However, a tenant who gives verbal notification should also send the landlord a certified letter documenting the prior notification in order to avoid the possibility of a landlord claiming that notification was not given (70-24-108(1)(a), MCA).

Montana law specifies that landlords have fourteen (14) days after receiving notice to repair problems that materially affect health and safety on the premises. In the initial notification letter, the tenant may specify that if the repair is not completed within fourteen (14) days, the rental agreement will terminate in thirty (30) days. **If the problem creates an emergency situation, the problem must be fixed in three (3) days** (70-24-406(1)(a), MCA). In the case of an emergency, the notification letter may specify that the rental agreement will terminate immediately if the repair is not completed in three (3) days. If the landlord fails to have the necessary repairs made within the proper time period, the tenant may terminate the agreement and move out immediately or exercise one of the following options to have the repair made and remedy the emergency situation:

Option 1: Repair & Deduct

If the cost of the repair is less than one (1) month's rent, the tenant may arrange to have the repair made, pay for it, and deduct the cost from the next month's rent. A professional must make the repair, and a copy of the receipt should be included with the next month's rent payment. This method, commonly known as "repair and deduct",

may not be used to make repairs costing more than one (1) month's rent (70-24-406(1)(b), MCA). The tenant may file a lawsuit against the landlord to recover any damages they incurred due to the landlord's failure to repair the damage.

Option 2: Injunctive Relief

If the cost of the repairs is more than one month's rent, the tenant may seek "injunctive relief" to force the landlord to comply with their responsibilities to maintain the premises. To do this, the tenant must file a complaint in the Justice Court specifying the repairs that are necessary and requesting a court order requiring that the landlord have the repairs made in a timely manner. As in option one above, the tenant may recover any damages incurred due to the landlord's negligence through the court (70-24-406(2), MCA).

Options one and two are generally employed by tenants to have minor repairs made that do not affect the delivery of essential services. If the failure of the landlord to make the required repairs results in the interruption or loss of essential services such as heating or running water, the tenant may either utilize option one or two or pursue one of the following options. It is important to note that in pursuing options three, four, or five, the tenant gives up the right to pursue options one or two. In all cases, the landlord must first be notified of the problem and be given proper notice.

Option 3: Obtaining Service

The tenant may obtain appropriate and necessary service from another source and deduct the cost of the service from the next month's rent, provided that the costs do not exceed the amount of rent. The tenant may continue to obtain services in this manner until the landlord has made the necessary repairs. For example, if the landlord fails to repair a furnace in the appropriate amount of time following notice of the problem, the tenant may purchase a space heater and withhold the cost of the space heater from the next month's rent. This option differs from option one in that the tenant is remedying a situation by obtaining a replacement service until repairs are made; whereas in option one, the tenant is paying for the repairs themselves and deducting the cost from rent (70-24-408(1)(a), MCA).

Option 4: Substitute Housing

The tenant may procure substitute housing until such time as the landlord has made the necessary repairs. During this time, the tenant is not required to pay rent to the

landlord (70-24-408(1)(c), MCA). For example, if the water heater stops working the tenant may give the landlord notice that the problem needs to be fixed in a reasonable time, perhaps five (5) days. If the water heater is not fixed after five (5) days, the tenant may find substitute housing until the problem is fixed, and the rent payment may be prorated for the time substitute housing was needed.

Option 5: Diminished Fair Rental Value

The tenant may recover damages from the landlord based on the diminished fair rental value of the unit. If a unit is worth \$300 per month when everything is in good working order, it is worth less when everything isn't working. If the running water has stopped working, the unit may only be worth \$150 per month. Montana law doesn't specify diminished fair rental value for specific situations, so it is up to the tenant and the landlord to work out the diminished value of the rental. If they cannot come to an agreement, a court may ultimately decide the matter (70-24-408(1)(b), MCA).

Utilities

The rental agreement should specify which utilities the landlord provides and which the tenant is responsible for. Unless otherwise specified in the rental agreement, the landlord must provide garbage cans and arrange for the removal of waste (70-24-303(e), MCA).

If the landlord controls the heat, they must supply it between October 1 and May 1 (70-24-303(f), MCA). If the tenant is responsible for paying heating bills, utility companies regulated by the Montana Public Service Commission (such as NorthWestern Energy) cannot shut the heat off from November 1 through April 1, or if the U.S. Weather Service forecasts a snowstorm or freezing temperatures for the succeeding twenty-four (24) hour period, unless permission is received from the Public Service Commission (38.5.1410(2), ARM).

The Montana Public Service Commission will not approve a request to disconnect under the following circumstances (38.5.1410(1), ARM):

Stacking Options

If a tenant's heat went out and it was not repaired in a reasonable amount of time they could buy a heater and deduct that cost from their rent. At the same time they could also claim an additional deduction of rent for the diminished value of an apartment without heat.

- 1) The account holder is at or below the federal poverty guideline.
- 2) The account holder is a recipient of a public assistance program, such as food stamps.
- 3) A member of the customer's household is 62 years old or older.
- 4) A member of the household is a person with a disability.

Even if a renter meets those criteria, it is best to continue paying for utilities if possible. If you have questions, contact the Montana Public Service Commission.

If you need help paying for your utility bills, apply through the Human Resource Council (see Additional Resources in Appendix I) for assistance from the "Low Income Energy Assistance Program (LIEAP)" or "Energy Share." LIEAP is designed to help low income individuals or families who cannot afford to pay their full heating bills during the winter, based on family and house size, annual income, and the type of heat they use (electric or gas). Energy Share is a state program, providing emergency assistance in paying power bills for those without the funds to pay their own bills. Assistance is available from October 1 through April 30.

Fire Safety

Be sure your dwelling conforms to fire safety codes. If you are not familiar with general fire prevention practices, consult your local fire department.

Use stoves and fireplaces properly and carefully. Plug electric ranges into an outlet, do not wire them directly into the wall. Make sure fireplaces and wood stoves have safe, clean chimneys or other outside ventilation sources. Keep combustible materials, such

Follow the guidelines below to ensure that your smoke detector is properly placed:

1. A smoke detector's primary function is to awaken sleeping persons and warn them of a dangerous fire. As such, the most important rule for locating a smoke detector is that the detector be between the bedrooms and the rest of the house, but closer to the bedrooms.
2. Place smoke detectors on the ceiling or on a wall six to twelve inches from the ceiling. Never install within six inches of where the wall and the ceiling meet. This is usually dead air space and smoke tends to miss it.
3. Do not place smoke detectors near vents, heating ducts, and other sources of air current, which may keep smoke from reaching the detector.

Do not place smoke detectors in or adjacent to the kitchen or bathrooms where cooking, steam, etc. might unnecessarily set off the alarm.

Avoid placing detectors on a ceiling that is significantly warmer or colder than the rest of the room because a thermal barrier might exist which prevents smoke from entering the smoke detector. This is of primary concern with mobile homes, poorly insulated houses, outside ceilings, and outside walls. If you live in a mobile home, never install the detector on the ceiling or any outside walls, use an interior wall.

For multistory homes, place a detector on each level of the house, preferably at the top of stairwells. Don't forget to put one in the basement.

as wood and paper, at least four feet from wood stoves.

All landlords are required to install a certified smoke detector, at their expense, in each dwelling unit under their control. It is the tenant's responsibility to properly use and maintain these detectors (i.e. replacing batteries when necessary and reporting to the landlord if the detector seems to be malfunctioning) (70-24-303(1)(g), MCA). There should be at least one smoke detector per dwelling unit. The tenant should check to make sure smoke detectors are properly installed, and they also might want to install additional smoke detectors as needed. However, if the tenant installs smoke detectors on the wall, they become fixtures and may become the property of the landlord.

Smoke detectors are effective life-saving alarms, but they save lives and property only if maintained properly. Follow these rules to keep your alarm working.

1. Test your alarm once a month. Some smoke alarms have a "test button," however, this is not always reliable. It may test the electrical circuit only and not the alarm's ability to detect smoke adequately. To test properly, hold a candle six inches under the detector. To test ionization alarms, let the candle burn. To test photoelectric alarms, extinguish the candle and let the smoke drift into the detector. The alarm should sound within twenty (20) seconds. If it does, fan the smoke away to stop the alarm, and leave as is: the alarm is ready.
2. Replace batteries as needed, but at least once a year. Keep spares handy.
3. Replace light bulbs in photoelectric detectors as needed. Keep spares handy.



Mold

The Montana Mold Disclosure Act recognizes that buildings intended for human habitation are always vulnerable to mold growth, with moisture being a major factor influencing growth. Mold is defined as being any mold, fungus, mildew, or spores (70-16-702, MCA). The Act also recognizes that certain strains of mold may cause property damage and adverse health reactions among residents, including irritation or

infection of the skin, eyes, nose, and throat (70-16-703(1), MCA).

If a landlord or other leasing agent has actual knowledge of the presence of mold in the property that they are renting, a mold disclosure statement must be included on at least one document, form, or application. This must be provided prior to or at the same time as a leasing offer, and a copy of this disclosure statement should be signed by the tenant. If the landlord has had mold testing conducted, they must provide a copy of the results and evidence of any mitigation or treatment techniques they have employed to the tenant. If the tenant has testing conducted, they must provide the results to their landlord. Providing this documentation does not convey a promise by the landlord that the test results are accurate or that the mitigation or treatment efforts were effective (70-16-703(2), MCA). A landlord who provides a mold disclosure statement is not liable in any action brought on the basis of mold-related issues (70-16-703(3), MCA). A sample mold disclosure form is provided in Appendix H of this guide (page 73).

Renter's Insurance

Renters may have property of considerable value in the apartment or house. The landlord's insurance probably will not cover damage which occurs to the tenant's property due to fire, theft, broken water pipes, or natural disaster. Thus, tenants should consider purchasing renter's insurance. Renter's insurance is designed to cover only losses of the tenant's property, not the landlord's. Tenant's seeking insurance should call a variety of insurance agents to get the policy that meets their needs for the best price. Yearly premiums are based on the value of the property the tenant is insuring and generally cost \$50 or more. If the tenant is a student under age twenty-one, their property may be covered by their family's homeowner policy. Check with your auto insurance provider: sometimes a discount is available for getting renter's insurance through the same agent or company. Renter's insurance has good value, as it can greatly reduce the stress and financial strain that unforeseen accidents create.

Landlord's Right to Access; Tenant's Right to Privacy (70-24-312, 70-24-410, 70-24-424, MCA)

Both tenant privacy and landlord access are protected under Montana law. Landlords cannot abuse their right of access, nor can tenants unreasonably withhold consent from the landlord or the landlord's agent to lawfully enter the unit. In particular:

1. If the landlord wishes to exercise their right of access, they must provide notice to the tenant of their intent to enter. In addition to the methods outlined on pages 29 and 30, a landlord's notice is also considered received by the tenant when the landlord conspicuously posts their intent to enter on the main entry door of the dwelling unit (70-24-312(3), MCA).

2. The tenant cannot unreasonably deny access to the landlord in order to inspect the premises, make repairs or improvements, supply services, or show the dwelling to prospective tenants, purchasers, workers, contractors, etc. (70-24-312(1), MCA). If the tenant refuses to allow lawful access, the landlord may either obtain an order of injunctive relief from the court or issue a twenty-four (24) hour notice to correct. If the tenant does not resolve the issue following receipt of the notice to correct, the landlord may issue a three (3) day notice to terminate the rental agreement (70-24-424(1), MCA).

3. The landlord cannot abuse the right of access to harass the tenant. Except in emergencies or unless it is impracticable to do so, the landlord must give the tenant twenty-four (24) hours notice (verbal or written) of their intent to enter the premises. The landlord can enter only at reasonable times. Notice may be considered impracticable if the tenant is absent from the dwelling for an extended period (70-24-312(3), MCA).

4. The landlord can enter the premises without twenty-four (24) hour notice only:

Cooperating With Your Landlord's Request for Entry

Courtesy of Nolo Law for All

If your landlord does not have a history of invading your privacy, it is best to accommodate requests for entry, especially if the purpose is to make repairs that will benefit you. Objecting to legal entries without solid reasons may result in:

- **An eviction.** As long as your landlord complies with your state law as to reasons for entry and notice periods, your refusal to allow access can result in an eviction lawsuit.
- **A termination or nonrenewal and the end of the lease.** A landlord who concludes you are too difficult to deal with may simply give you a 30-day notice or not renew the lease rather than continue to work with you.
- **A difficult working relationship.** Don't expect much help or understanding when you make repair requests or float an occasional plea to pay the rent late. Landlords have long memories.

This is not to say you should surrender your right to privacy out of craven fear. By no means should you. But don't be hard-nosed just for the principle involved.

- a) in an emergency;
- b) if they have a court order or;
- c) if the rental agreement contains a provision allowing the landlord access when reasonably necessary in cases where the tenant is absent more than seven days.

5. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner (such as an entry at an unreasonable time), or makes repeated demands for access which harasses the tenant (for example, giving the tenant a twenty-four (24) hour notice every day for a week), the tenant may obtain injunctive (court ordered) relief from the court or terminate the rental agreement (70-24-410, MCA). In order to avoid requests for access that are inconvenient to the tenant, it is recommended that the tenant establishes a positive working relationship with their landlord. This relationship allows the tenant to communicate with their landlord when a request of access is inconvenient. If a tenant refuses access to the landlord, the landlord may obtain injunctive relief from the court to force the tenant to allow access or terminate the rental agreement (70-24-424, MCA). In cases of abuse by the landlord or refusal by the tenant of access, the law allows for recovery of actual damages through court.

6. The tenant may not remove, replace or add a lock to the premises without the written permission of the landlord. If the tenant adds or replaces a lock not supplied by the landlord, then the tenant must provide a key to ensure that the landlord will continue to have the right of access (70-24-312, MCA). If the tenant fails to supply a key, then the landlord may either obtain an order of injunctive relief from the court or issue a twenty-four (24) hour notice to correct. If the tenant does not resolve the issue following receipt of the notice to correct, the landlord may issue a three (3) day notice to terminate the rental agreement (70-24-424(2), MCA).

Changing the Rental Agreement: Raising Rent or Altering the Terms of the Agreement (70-24-311, MCA)

If a rule is adopted after a tenant enters into a rental agreement that creates a substantial modification of the tenant's bargain, it is not valid until seven days after written notice to the tenant in the case of a week-to-week tenancy, or thirty (30) days' written notice in the case of tenancies from month to month. In the case of a lease agreement, the landlord may not alter the terms of the rental agreement until the end of the term. If a landlord wishes to alter the terms of a lease agreement upon expiration of that agreement, they must provide the tenant notice of their intent to change the terms of the agreement thirty days before the lease expires.

Montana law does not place any restrictions or ceilings on how much a landlord can charge for rent or how much a landlord may raise rent. Generally, the landlord may charge whatever the rental market will bear. However, rent increases may not be allowed if they are determined to be retaliatory or intended to discriminate against the tenant (see sections about discrimination and retaliatory conduct).

If a tenant with a lease receives a rule change letter (for example, new requirements to maintain the lawn or not play music after a certain time) from their landlord before the expiration of the agreement, the tenant may send a letter, refusing to recognize the change. Doing this will prevent the rule change from taking effect. This only pertains to those residential tenants with leases. If the tenant wants to change the terms of the agreement or sublet, they must negotiate a new agreement with the landlord.

What Constitutes Notice? (70-24-108, MCA)

Notice is considered received when any of the following is true:

1. The recipient has actual knowledge of the notice.
2. In the case of delivery to a landlord, the notice is delivered at the place of business of the landlord through which the rental agreement was made.
3. The notice is delivered via email to the email address provided by the recipient in the rental agreement. Notice by electronic mail is only considered received if the sender receives a "read" receipt generated by an email system or a reply from the recipient, but not an automatically generated reply. Since MCA 70-24-202 prohibits landlords or tenants from requiring an email as a condition of the rental agreement, this method will not work if the receiver has not provided an email

address.

4. The sender delivers the notice by hand to the recipient.
5. The sender mails the notice with a certificate of mailing or by certified mail to the mailing address provided by the recipient. If the recipient has not provided a preferred mailing address, the sender may mail the notice to the receiver's last-known address. Disclaimer: this notice is considered received three (3) days after the sender mails the notice, regardless of the recipient actually seeing it.

Notice is considered effective as soon as the landlord or tenant receives it. This means that if the landlord or tenant exercises any of the five methods above, their notice is considered effective.

Part IV: Ending the Rental Agreement

Termination

In the case of a standard (non-lease) agreement, either the landlord or the tenant can terminate (end) a rental agreement at any time as long as they provide proper notice. The party who wishes to terminate the agreement must, under normal circumstances, give the other party **seven (7) days** notice for a week-to-week tenancy, or **thirty (30) days written notice** for a month-to-month tenancy (70-24-441(2), MCA). The party initiating the termination should sign and date the notice and keep a copy for their records. Notice can be given any time or day during a tenancy, i.e. it need not be given at the beginning of the month or when rent is due. **If the tenant or landlord completes the above procedure, unless otherwise agreed, the total cost of rent is reduced to match the total days the tenant stays on the premises.** For example: A tenant's rent is 500 dollars for a month-to-month agreement. Their rent is due at the beginning of the month. However, per notice, the landlord will terminate the agreement on the fifteenth (15th) day of the month, then the tenant will pay 250 dollars for the rental period (70-24-441(3), MCA). In order to prove the notice was received, or at least sent to the appropriate address, it should be sent with a proof of mailing. A notice sent by certified mail is presumed to be delivered three (3) days after the date of mailing, regardless of whether the other party actually received the notice (70-24-108(1)(d), MCA). In order to prove the notice was received, **Notice may also be provided by electronic mail if an electronic mail address was provided in the rental agreement.** Notice provided by email is considered complete with a read receipt or by an email reply, so long as it was not an auto-generated reply (70-24-108(1)(c), MCA). However, providing an email address may not be a required condition of a lease agreement, but may be voluntarily provided (70-24-202(e), MCA). Additionally, a neutral third party could witness the delivery of the notice and then sign a written statement of what they witnessed.

In the case of a lease agreement, neither party may terminate the rental agreement prior to the date specified in the lease unless the other party has violated the conditions of the lease or state law (70-24-422, MCA). Landlords may terminate a lease agreement with a **five (5) days notice** if the tenant has violated the same lease provision twice within a six-month period and was informed in writing of the noncompliance and given adequate time to remedy the situation (70-24-422(1)(d), MCA). If the landlord has breached the same provision twice within a six-month period and has been notified in writing of the breach, the tenant may terminate the agreement

with **fourteen (14) days notice** (70-24-406(1)(a)(ii), MCA).

Security Deposit Refund

After proper notice has been given by either the tenant or the landlord that the rental agreement is to be terminated, there are a series of steps that need to be taken to ensure that the tenant receives all the security deposit due to them and that the landlord is able to withhold any necessary amount from the deposit.

1) Within seven (7) days of the final termination of the agreement, preferably after all or most of the tenant's belongings have been removed and cleaning has been performed, a final inspection of the premises may be requested by either the landlord or tenant (70-25-201(2), MCA). Ideally, both the tenant and landlord will be present for this inspection, but if this is not possible, then the landlord may perform the inspection without the tenant being present.

2) After the inspection has been completed, the landlord must deliver a written list of additional cleaning to be completed by the tenant to bring the unit into the same condition as when it was rented. The landlord must give the tenant at least twenty-four (24) hours to complete the required cleaning. However, if the tenant vacates the premises without notice, the landlord may deduct any cleaning charges from the deposit or give proper notice (70-25-201(3), MCA). If, after the final inspection, there is no further cleaning to be completed, no damages to the property for which the tenant is liable, no unpaid rent and the tenant can prove to the landlord that there are no outstanding utility bills for which the tenant is responsible, the landlord must return the full amount of the security deposit to the tenant **within ten (10) days** (70-25-202(2), MCA).

How to Get Your Security Deposit Back From the Landlord.

Courtesy of Wonder Legal USA

- **Read the fine print:** Read your lease or rental agreement carefully. The best way to follow the rules is to know exactly what they are.
- **Learn the law:** Know what your state's laws are in regards to the security deposit and what it deems are suitable reasons to withhold money from the return.
- **Photograph the evidence:** Take pictures, with dates, to ensure that you have proof of the condition of the unit when you moved in and when you move out to ensure that you are not charged for damage that you did not cause.
- **Leave the place in good condition:** Security deposits are generally only used for repairs that go above and beyond general wear and tear. Do everything you can to ensure there is no additional damage.
- **Clean, clean, clean:** If you choose not to hire a cleaning service to scrub down your rental before you turn in the keys then give yourself a few days to roll up your sleeves and do some scrubbing. The better you clean the happier the landlord will be.
- **Give your landlord a forwarding address:** If a landlord cannot locate their former tenant, their options for returning the security deposit are limited. It is best to provide your landlord with your new forwarding address as soon as you have it.

3) After the tenant has had the opportunity to complete any required cleaning and has returned the keys to the landlord, the landlord must deliver to the tenant, **within thirty (30) days**, an itemized list of deductions from the security deposit along with any portion of the security deposit remaining (70-25-202(1), MCA). If the tenant fails to deliver their forwarding address to the landlord, this does not forfeit the tenant's claim to the security deposit. If the landlord does not comply with this requirement, they forfeit their right to withhold anything from the security deposit for cleaning or damages (70-25-204, MCA).

Occasionally, a situation will arise where the landlord and the tenant disagree as to a reasonable amount to be withheld from the security deposit. To avoid as many of these conflicts as possible, landlords should be sure to present every tenant with an initial Condition of Premises report at the beginning of tenancy. Without the initial Condition of Premises report, the landlord must be able to show by "clear and convincing evidence" that the damage caused or cleaning required is the tenant's fault (70-25-206, MCA). Additionally, landlords are not permitted to deduct money from the tenant's security deposit for "normal wear" (70-25-101(1), MCA) or for cleaning that is performed on a cyclical basis (70-25-201(3), MCA). For instance, if a landlord paints the walls after every tenancy, they may not charge the tenant for painting.

If a tenant disagrees with the landlord's itemized list of security deposit deductions, they should send the landlord a letter detailing why they dispute the deduction (e.g. the damage was preexisting, normal wear) and requesting an additional refund. Alternatively, cases may occur where the security deposit is insufficient to cover damages caused by the tenant and unpaid rent and/or utilities. In this case, landlords must still send the departing tenant an itemized list of deductions and a bill for the charges exceeding the deposit. If the landlord and the tenant cannot come to an agreement on the amount of the deduction from the security deposit, a court can set the deduction amount. (see Part V: Solving Problems).

Eviction Procedures

There are only **three** ways in which a landlord can attempt to remove a tenant from a rental unit.

- 1. Terminating the rental agreement**
- 2. Asking the tenant to leave**

3. Taking the tenant to court to get an eviction order

In no instance can the landlord physically remove either the tenant or their possessions from the dwelling, change the locks, or turn off the tenant's power or other services in order to force the tenant out. In this situation, the tenant may recover an amount not more than three (3) month's periodic rent or treble damages, whichever is greater (70-24-411, MCA).

1. Terminating the rental agreement

The first way a landlord can remove a tenant from a rental unit is by terminating the rental agreement. This can be done in the following ways (70-24-422, MCA):

A. **Termination in Three (3) days**, after notifying the tenant in writing if:

- a. Rent is unpaid when due. If the rent is paid within three (3) days then the notice is void, and the agreement cannot be terminated (70-24-422(2), MCA).
- b. The tenant has physically destroyed, defaced, damaged, impaired or removed any part of the premises. The landlord does not have to give the tenant the opportunity to remedy the situation in cases of property damage (70-24-422(3), MCA).
- c. The tenant is keeping an "unauthorized pet", (one not allowed by the rental agreement) on the premises. The rental agreement terminates if the pet is not removed from the premises within three (3) days. However, if the pet is removed then the notice is void, and the agreement cannot be terminated (70-24-422(1)(b), MCA). If this breach of the rental agreement occurs again within six (6) months, the landlord may terminate on **five (5) days' written notice**, with no opportunity for the tenant to correct the situation (70-24-422(1)(e) MCA).
- d. There are unauthorized people (people other than are on the contract, or that the landlord has not authorized) residing in the rental. The rental agreement terminates if the unauthorized person is not removed within those three (3) days. If the unauthorized person does leave within three (3) days, the notice is void, and the agreement cannot be terminated (70-24-422(1)(c), MCA). If this breach of the rental agreement occurs again within six (6) months, the landlord may terminate on **five (5) days' written notice** with no opportunity for the tenant to remedy the situation (70-24-422(1)(e), MCA).

- e. If the tenant verbally abuses the landlord, the landlord may issue a notice of termination. If the tenant adequately remedies the noncompliance within three (3) days, the rental agreement does not terminate (70-24-422(1)(f), MCA). If this breach of the rental agreement occurs again within six (6) months, the landlord may terminate on **five (5) days' written notice**, with no opportunity for the tenant to correct the situation (70-24-422(1)(e), MCA).

In any of these circumstances, the tenant has the ability to correct the issue, resulting in the nullification of the termination notice. However, landlords may recover actual damages for any noncompliance by the tenant (70-24-422(5), MCA). This means that if a landlord was forced to terminate the rental agreement because of noncompliance by the tenant, the landlord could recover, in court, actual losses which the landlord incurred. For example, the landlord could charge the tenant for rent until the unit was re-rented, assuming the landlord made a reasonable effort to re-rent the property. **Situations involving destruction of property, wastage, and second offenses within six (6) months do not require that the tenant be given any "second chances" to remedy the situation.**

- B. **Termination in Fourteen (14) Days**, after notifying the tenant in writing if:
 - a. There has been a noncompliance with the terms of the rental agreement that is not described by the conditions above (70-24-422(1)(d), MCA). If the tenant does whatever is necessary to remedy the noncompliance within the fourteen (14) day period, the notice is void (70-24-422(1)(a), MCA). If the same act of noncompliance occurred within the previous six (6) months, a termination notice can be issued with **five (5) days' written notice** (70-24-422(1)(e), MCA).
- C. **Termination In Thirty (30) days** after notifying the tenant in writing that they wish to terminate the agreement, in the case of a month-to-month agreement (70-24-441, MCA).
 - a. The landlord is not required to provide the tenant with a reason for the termination if they give the tenant **thirty (30) days** prior notice of the termination. There is no law in Montana barring eviction during the winter. However, termination of the rental agreement is not allowed, regardless of the amount of notice given, if the termination is retaliatory or discriminatory (see sections on Retaliatory Conduct by Landlord and Discrimination).

2. Asking the Tenant to Leave

The second way in which a landlord can remove a tenant from a rental unit is by

asking the tenant to leave the unit. The tenant may refuse to leave the unit until the term of the billing period is over.

3. Taking the Tenant to Court to Get an Eviction Order

Before the landlord can bring an "**Action for Possession**" (a legal claim for the tenant's removal from the rental unit), they must first terminate the rental agreement (in one of the ways listed above) (70-24-429, MCA).

If the tenant remains on the premises following termination of the agreement, the landlord can ask a court for an Order of Possession.

If the tenant doesn't move out upon legal termination of the rental agreement, the landlord can sue the tenant for their court costs, attorney's fees, and three times the amount of rent due during the time the tenant occupied the rental unit after the rental agreement was terminated.

If a tenant feels they're being unlawfully evicted (see Retaliatory Conduct by Landlord and Discrimination), they may dispute the eviction by filing an Answer to the Landlord's Claim to Evict within ten (10) days of being served with the action for possession.

As a tenant, if your landlord is preparing to file an action for possession (eviction) against you, consider your circumstances carefully before proceeding. If you are considering contesting the eviction, you might want to consult with an attorney before taking any action. If the conditions under which the landlord terminated the rental agreement are legal and proper, move out. If not, try to pursue your concern with the landlord. Document your attempts to resolve the issue. If no agreement is possible and further negotiations are useless, and if you feel the landlord is trying to evict you wrongfully, pursue the problem in court.

It is important to note that Montana law states that **acceptance of rent by the landlord is a waiver of a claimed breach only when the claimed breach is the nonpayment of rent**. The acceptance of partial payment of rent due does not constitute a waiver of any right (70-24-423, MCA).

Eviction Process (70-24-427, MCA)

Under no circumstances can the landlord personally remove the tenant. Additionally, the landlord cannot change the locks on the rental or cause the interruption of essential services in an attempt to oust the tenant.

The typical eviction process is as follows:

1. The landlord delivers a written termination notice to the tenant.

2. The tenant refuses to obey the notice and remains in the rental unit after the termination date.
3. The landlord files an Action for Possession with the county Justice Court.
4. The sheriff's department delivers a summons and a copy of the complaint to the tenant.
5. The tenant has five (5) days to respond to the complaint. The tenant files their response with the Court (70-24-429(4), MCA).

If the tenant fails to file an answer to the action for possession within five (5) days, the landlord can obtain a default judgment in their favor and obtain a Writ of Assistance from the justice court to have the tenant removed. The landlord takes the Writ of Assistance to the sheriff's department to have the tenant physically removed. The landlord can store any of the tenant's property and charge for reasonable moving and storage costs.

6. If the tenant responds to the complaint, the judge sets a hearing date within ten (10) days. For evictions due to illegal tenant activity as defined in MCA 70-24-321(3), the hearing must occur within five (5) days of the date that the tenant's answer was due (70-24-427(2), MCA).

7. After hearing testimony and arguments, the judge, within five (5) days, makes a decision (70-24-427(4), MCA).

If the judge decides in favor of the tenant, the tenant can continue to stay at the rental unit and may collect damages, if any are awarded by the court. If the judge decides in favor of the landlord, the tenant must move out, and pay the landlord any damages awarded by the court.

8. A hearing for damages occurring from any breach of the rental agreement must be held within forty-five (45) days after the initial claim for possession was decided (70-24-427(2)(b), MCA).

Retaliatory Conduct By Landlord (70-24-431, MCA)

A landlord may not terminate the rental agreement, bring or threaten to bring an action for

possession, raise the rent, or decrease services because the tenant:

1. Submitted a written complaint to the landlord about damages affecting the habitability, health, or safety of the rental unit, or
2. Submitted a written complaint to federal or state authorities about damages affecting the habitability, health, or safety of the rental unit, or
3. Joined a tenant's union or similar organization.

If the tenant provides evidence of having complained or joined a tenant's union within six (6) months of the alleged retaliatory conduct (eviction, raising the rent), it creates a "rebuttable presumption" that the landlord's conduct was in retaliation. Unless the landlord can prove otherwise with clear and convincing evidence, the court will assume that the action is in retaliation and therefore illegal. It is important for tenants to communicate with their landlord in writing because oral requests for repairs are not enough to prove retaliatory conduct.

The rebuttable presumption will not hold, however, in the following cases:

1. The action requested by the tenant involves remodeling or alterations required to bring the unit into compliance with appropriate building or housing codes that would require the tenant to move out of the unit.
2. The damages complained about by the tenant were caused by the tenant.
3. The tenant is in default on the rent.

If the landlord takes retaliatory action against the tenant, the tenant is entitled to sue for treble damages or three months' rent, whichever is greater (refer also to page 42, regarding Civil Court).

Part V: Solving Problems

Landlords and tenants should ideally be able to resolve problems quickly, amicably, and at relatively little cost. Disputes will rarely arise if both parties understand their rights and fulfill their obligations.

If a problem does arise, both parties should proceed carefully, calmly, and deliberately. This way, the chances are increased that the problem will be properly resolved.

It is always better to make requests for repairs or complaints in writing rather than orally, whether face-to-face or over the telephone. Written documents are more likely to get an appropriate response, and if the case goes to court, they provide evidence and show that the parties have tried normal avenues of redress before bringing the dispute to court.

If negotiations fail, one or both parties may want to seek assistance. This might be a consumer advocate or an attorney (see Appendix I: Additional Resources). A consumer advocate may be a law student, paralegal, or trained lay person. While not being able to represent you in court or give legal advice, they might be experienced in tenant-landlord conflict and can provide helpful information to you. In contrast, an attorney can provide legal advice and represent you in court.

Ultimately, if a dispute cannot be solved amicably, you will be forced to take the issue to court, where a judge will make a decision in the case. In court, written records of events are highly preferable, in order to avoid having the dispute turn into one party's word against the other.

How to Foster a Good Tenant-Landlord Relationship

Courtesy of
rentalchoice.com

- **Set proper expectations up front.** It is critical for a landlord to communicate their rental values clearly to prospective residents. Always keep an open line of communication and discuss what is mutually expected. Read the rental agreement carefully and discuss any concerns immediately.
- **Be a good neighbor.** Reduce the number of complaints your landlord has to deal with by being a good neighbor. That means picking up after your pet, no foul odors coming from your unit, and keeping the noise to a minimum.
- **Report damages immediately.** Fixing damages immediately can prevent their condition from worsening. Therefore, if you find any damages (even if you caused them), don't try to hide them and report them at once.
- **Pay your rent.** The simplest way to cultivate a good relationship with your landlord is to consistently pay rent on time and in full. If you tend to be forgetful, try to pay in advance or set reminders on your phone before the due date.

Standard Complaint Letter

Many times, the most appropriate first step towards resolving a problem is to deliver a request/complaint letter to your landlord. In general, it should include the following:

1. A concise statement of the problem(s).
2. A chronology of previous attempts to resolve the problem(s) and responses to those attempts.
3. A clear and well-defined statement requesting that the problem is resolved. This should explain the specific course of action requested and a specific time period within which the request must be met.
4. A clear indication as to what will be done if the request is not met within the time specified.

Letters should also include a full name, address, phone number, signature, and date. Always keep a photocopy for your records. When sending out the letter, go to the post office, purchase a certificate of mailing, and staple the certificate to your copy of the letter. This certificate provides written proof of the date that the letter was presented to the post office.

In Montana, if a notice letter is sent with a certificate of mailing or by certified mail, it is considered to have been delivered three days after the date of mailing, even if delivery has not yet actually been completed. Certification of mail acts as a written record of proof that a tenant is attempting in good faith to address and correct issues amicably (70-24-108(1)(d), MCA).

Sending notices by certified mail requires a signature for delivery. If the recipient refuses to sign for the letter, there would be an official record (on file with the post office) that the letter was not received. Therefore, a certificate of mailing, which requires no signature, is a better choice for sending complaint notices, as landlord refusal cannot affect the letter's delivery status. Notices by electronic mail are considered complete by a read receipt generated by an electronic mail system or a reply other than an automatically generated electronic mail reply (70-24-108(1)(c), MCA).

A sample complaint letter is provided in Appendix G of this guide, (page 72).

Consulting an Attorney

Attorneys can give expert advice, negotiate, and represent their client in court. To find an attorney, check to see if your university, employer, union, or other community group provides legal services. Financial assistance is typically available when approached through these avenues. You can also check the Yellow Pages, Google, or the Bar Association (call the Lawyer Referral Service at (406) 449-6577).

1. **Consultations and Advice.** An attorney can provide an assessment of the legal options for action in a particular case. Consultation involves an office visit. Some lawyers do not charge for the first visit, but ask before setting up an appointment.
2. **Negotiation.** A lawyer can help you negotiate via a letter, phone call, or meeting.
3. **Litigation.** If you go to court, an attorney can advise or represent you.

Civil Court



Occasionally after the termination of the rental agreement, or during the term of the rental agreement, either the tenant or landlord may decide that the other party owes them money. Usually in the case of the tenant, this money is for a wrongfully withheld security deposit, meaning the tenant feels that the landlord has withheld money from the security deposit for pre-existing problems or that the landlord has

withheld an unreasonable amount of money for deductions that would otherwise be acceptable. On the landlord's side, they may feel that the former tenant's security deposit was not enough to cover the costs of cleaning the unit and making repairs after the tenant vacated, or that the former tenant owes them for unpaid rent or utilities beyond the amount of the security deposit. Claims may also be filed for personal property that is being wrongfully withheld by another party. Claims may also be filed in court for diminished fair rental value or actual damages incurred due to the other party's noncompliance with the rental agreement or Montana law.

If the renter feels that their current or former landlord or tenant owes them money or property, a written complaint must be prepared and filed with the Court. A complaint is a brief, concise statement of the facts making up your complaint. Thirty (30) days after the termination of tenancy or surrender of the residential premises OR ten (10) days after notice is received from the landlord that indicates no additional charges to be deducted from the security deposit must have passed prior to the preparation of a civil complaint (70-25-204, MCA). The complaint must include the dollar amount requested, and/or the return of specific property. The renter will need to prepare a summons to be served to the opposing party and a Request to Serve document for the Sheriff's office, Constable, or other official who can serve court documents, or an acknowledgment of service if documents are served by 1st class mail. Order Setting Hearing documents are required, which will be delivered to the landlord and tenant once a judge has set a time for the case to be heard. The filing party will need two copies of the complaint, two copies of the summons, one request to serve, and three order setting hearing documents. For each additional defendant being sued, add one copy of each document. The forms are self-explanatory and easy to fill out. All necessary forms are available at Justice or City Court, and examples can be viewed

online at <https://courts.mt.gov/Forms/22-03-23-Complaint-for-Security-Deposit.pdf>

Where to File

Landlord-tenant disputes of any kind should be filed in Civil Court. The Civil Court is a division of the county Justice Court, tasked with jurisdiction over rent deposits and all actions brought under MCA Title 70, governing property (3-10-302, MCA). Tenants seeking wrongfully withheld security deposits and landlords seeking unpaid rent, utilities, or cleaning fees should file in Civil Court. Claims for monetary reimbursement for damaged personal property should be filed in Civil Court as well. A person should also file in Civil Court if their claim arose due to negligence on the part of the other party. A person may file a claim in Civil Court if they feel that the other party owes them money or property up to an amount of \$15,000 (3-10-301, MCA). Landlords or tenants who feel that the other party is in possession of property belonging to them worth less than \$7,000 should file in Small Claims Court, which is a division of the Civil Court intended to solve disputes relatively quickly, without the expenses and intricacies of a formal jury trial (3-10-1001, MCA).

Another important consideration when filing a claim in Civil Court is the county in which the claim will be filed. Claims must be filed in the county where the defendant lives or where they have a place of business, or in the county in which the events of the dispute occurred. In any case, the defendant must be able to be served in the county where you file your claim (3-10-304, MCA).

Filing in Civil Court

The filing fee for each complaint varies by county. In Missoula and Yellowstone counties, the fee is \$50. In Silver-Bow County, the fee is \$65. In Gallatin, Flathead, and Cascade counties, the fee is \$120. There may be additional court fees and costs for service of the papers by the Sheriff's office or other serving officials. These costs vary from area to area and may include mileage costs. A deposit is generally required before service is completed. If there are additional mileage costs, the plaintiff will be billed for the excess. Any deposit money not spent will be refunded to you. There are waivers available for certain fees for those who are low-income or otherwise unable to afford filing. Check with the local Clerk of Court to receive a Statement of Inability to Pay Court Costs and Fees form and additional details regarding financial options in your jurisdiction (25-10-404, MCA). A judge must review the statement and come to a

judgment about the petitioner's ability to pay; therefore, it is important to submit this document as soon as possible to allow adequate time for review. The judge, upon deciding the case, may order the losing party to fully reimburse the other party for all fees they paid to pursue the case in court, including attorney's fees (70-24-442, MCA). While the amount of money able to be recovered depends on the circumstances of the dispute, the losing party will generally be responsible for paying at least the cost of actual damages (70-24-4, MCA). Spouses cannot represent each other and each needs to sign the complaint, if jointly filed.

The defendant or opposing party will be notified of the lawsuit by service of the papers by the Sheriff's office, Constable, or another person. After the papers are served, the plaintiff will receive the summons back with a certificate of proof of service and an accounting of the fees spent, when applicable. The plaintiff MUST return this proof of service to the Court to continue with the lawsuit and to have its associated costs included in the judgment amount. In Justice Court, a defendant has twenty (20) days to file an Answer, after which the court will be able to set a hearing. If the defendant does not file an Answer within twenty (20) days, the plaintiff can file a Motion for Default Judgment form, at which point the non-answering party may be found by default responsible for paying the relief indicated in the original complaint.

Counterclaim and Removal

Once the defendant has been served with the order to appear, the defendant may decide that the plaintiff actually owes them money or property. In this case, the defendant may file a counter-claim against the plaintiff at the Small Claims Court. Counterclaims must arise from the same transaction as the original claim, and the relief sought in counterclaim can differ in amount or kind than that sought in the original complaint (25-20-3(13), MCA). For example: a tenant files a claim against their ex-landlord for wrongfully withholding their security deposit. The landlord, however, feels that the former tenant's security deposit was not enough to cover reasonable costs for the amount of time they spent cleaning the apartment and decides to file a counterclaim for cleaning charges beyond the amount of the security deposit.

Counter-claims must be filed and served to the plaintiff at least seventy-two (72) hours prior to the date of the trial. There is a \$10 fee for filing a counterclaim, but a defendant who files a counterclaim will not also be required to pay the standard \$10 defendant appearance fee (25-35-608, MCA). Fees may vary based on county.

The defendant may also choose to have the case removed from the Small Claims Court to the Justice Court. This decision must be made within ten (10) days of service of the original complaint (25-35-605, MCA). In Justice Court, both parties may choose to be represented by attorneys and the defendant may request a jury trial. If the defendant chooses to have the case removed to Justice Court, they must first pay the Small Claims Court a removal fee and then pay the Justice Court a filing fee, as well as attorney's fees. Fee amounts may vary by county. The prevailing party may recover these costs. If the defendant does not have the case removed to the Justice Court, they give up their right to be represented by an attorney and their right to a jury trial (25-35-605, MCA).

At the Trial

If a case continues to trial, the parties may be given a handout outlining the procedure that will be expected to be followed at the trial. Each party is responsible for proving to the Court the facts of their side of the case. At the trial, each party will be expected to bring all of their witnesses, written documents (i.e., lease, contract, bills of sale, receipts, etc.), or other evidence needed for judgment. Generally, deadlines to comply with discovery or exchange of information are set by the Court.

After the trial is held, the Court will issue a judgment based on the facts presented in the case. Each party will receive a copy of the judgment.

Your evidence is held for thirty (30) days after the judgment is issued. After that time, you may pick up your evidence from the Court file. The Court will NOT mail the evidence back to you. If an appeal is filed, the evidence is transferred to the District Court with all other payers.

If you obtain a judgment, either by default or after a pre-trial hearing or a trial is held, you may proceed to the actual collection of the judgment.

If the parties wish to negotiate a payment plan for the payment of the judgment, they may do so. The Court would encourage any payments to be handled directly between the parties involved (26-1-705, MCA).

Payment of judgment is due immediately, however, it may be best to wait ten (10) days after judgment before you begin the collection process.

Judgment

Within thirty (30) days of the conclusion of your case, the judge will issue a written decision or judgment (25-23-1(21), MCA). The prevailing party is entitled to collect the amount of money or specific items of personal property set forth in the judgment plus all court costs. However, it is the responsibility of the prevailing party to collect the payment from the other party. If the losing party refuses to pay, the prevailing party may go back to the Small Claims Court and request a Writ of Execution. This is an order to the Sheriff directing them to take money or specific personal property from the losing party to pay the judgment. If you have difficulty collecting a judgment, see an attorney.

Appeal

If either party is not satisfied with the judgment in the case, they may appeal the case to the District Court. Appeals must be filed within thirty (30) days of the judgment (25-33-102, MCA). Within ten (10) days of the filing of the appeal, the record of the trial and any evidence presented will be sent to the District Court (25-33-104, MCA). The party appealing will be notified when this happens, but it is their responsibility to ensure that the records are properly transmitted.

Either party will have thirty (30) days to file a written Notice of Appeal with the District Court and complete the procedures necessary (25-30A-2200(5), MCA). In a Justice Court with official court records or transcripts of the proceedings, appeals may only be filed in matters of law, meaning you can only file an appeal if you believe the judge applied the law in your case incorrectly. The case will not be retried at the District Court, and the judge at the District Court will only review the case and rule as to whether or not the law was correctly applied in the original ruling. Cascade, Lewis and Clark, and Flathead Counties have courts of record. In a Justice Court without record, which are the most common courts that see tenant-landlord complaints in Montana, the case can be retried in District Court on appeal. You will be required to pay a filing fee to the Clerk of the District Court and post an appeal bond, if set by the judge.

Part VI: Mobile Home Owners Renting Space in Mobile Home Parks & Their Landlords

(70-33, MCA)

During the 1993 and 1995 legislative sessions, several laws were passed concerning the rights of mobile home owners who rent a space in a mobile home park and their landlords (a mobile home park consists of two or more mobile homes). This section covers only the laws concerning tenants

who rent a space in a mobile home park but own their mobile home (70-33-104, MCA). Unless specified otherwise, all rights applying to tenants and landlords of non-mobile homes apply to tenants and landlords of mobile homes.



Rental Agreements (70-33-201, MCA)

Unless otherwise provided in the rental agreement, the following shall be assumed (70-33-201, MCA):

The rental rate as set by the landlord should be based upon the rental value for use and occupancy of the lot, and it should be equally apportioned from day-to-day. Rent must be payable at the landlord's address or through electronic transfer in equal monthly installments. The tenancy is from month-to-month.

If either party terminates the rental agreement without cause before the end of the lease term, the other party is entitled to monetary damages up to 1-month's rent or an amount agreed to in the rental agreement, which cannot exceed one month's rent. Landlords will follow MCA 70-33-426(2) and are entitled to rent from defaulting tenants up to the date a new tenancy starts or the date the original rental agreement expires.

A rental agreement cannot require either party to waive their legal rights and remedies or limit their liability in the case of court proceedings that arose from misconduct or negligence of the terms of the agreement (70-33-202, MCA).

The tenant has the exclusive rights to sell their mobile home without interference from the landlord. However, purchasing a mobile home does not grant the new owner the rights to rent the mobile home lot it resides on. If the buyer wishes to live on the lot, suitable arrangements must be made with the landlord. The landlord is permitted to require an application from this prospective tenant. The landlord has a period of thirty (30) days to review the application, after which they must provide a written acceptance or denial to both the mobile home seller and purchaser. If denied, the buyer may request the reasons for denial, which the landlord is required to provide. A denial by the landlord does not prevent the sale of the mobile home.

Rules (70-33-311, MCA)

Mobile home park landlords may adopt written rules governing the tenant's use and occupancy of the premises as long as these guidelines are followed:

1. A rule may not be unreasonable. Additionally, a rule that does not apply uniformly to all mobile home residents is unfair and therefore unenforceable.
2. All rules must be written and given to each existing and new resident of the mobile home park, especially as existing rules are updated.
3. Each common area facility must be open or available to residents at all reasonable hours, and the hours of a common recreational facility must be posted at the facility (70-33-313(2), MCA).
4. A rule will not go into effect until after 30 days prior written notice if it makes substantive changes to an already active month-to-month rental agreement.

Resident Associations (70-33-314, MCA)

The mobile home park landlord may not prohibit meetings by a tenant association or a group of tenants relating to mobile home living.

All residents may attend meetings, but the mobile home park landlord and the landlord's employees may not be members and may not attend meetings unless specifically invited by the tenant association.

A landlord may not retaliate by increasing rent, decreasing services or by bringing or threatening to bring an action for possession due to a tenant's involvement in a tenant union, a mobile home park tenant association or similar organization.

Road Maintenance Obligations (70-33-315, MCA)

The landlord of a mobile home park must keep common roads within the park in safe condition, including arranging for snow plowing when needed to make the roads passable.

Reasons for Eviction (70-33-433, MCA)

Unlike rentals involving a landlord-owned dwelling, rental agreements for spaces in mobile home parks may only be terminated for good cause. If a rental agreement is terminated without cause prior to its expiration, the aggrieved party is entitled to monetary damages of up to one month's rent (70-33-201(2)(f), MCA). Below is a list of reasons for which mobile home space rental agreements may be terminated. The type of termination notice required for each reason appears in parentheses ().

1. Nonpayment of rent, late charges, or common area maintenance fees as established in the rental agreement **(Seven (7) day notice**, pay or quit).
2. Late payment of rent, late charges or common area maintenance fees three or more times in a twelve (12) month period if the landlord gave written notice after each non-payment incident **(Thirty (30) day notice)**.
3. Violation of a mobile home park rule that creates an immediate threat to the health and safety of any resident of the park **(Twenty-four (24) hour notice)**. Even if the violation is remedied within the twenty-four (24) hour period, the landlord is subsequently allowed to issue a **(Fourteen (14) day notice)**.
4. Two or more violations within a **six (6) month period** of the same rule for which notice has been given for each prior violation, as long as the tenant was aware of the rule for sixty (60) days prior to the violation, and that rule is not a significant modification of the existing lease agreement **(Thirty (30) day notice)**.
5. Two or more violations within a **six (6) month period** of MCA 70-33-321(1), which details the tenant's maintenance responsibilities

(Fourteen (14) day notice).

6. Any violation of MCA 70-33-321(3), which holds that a tenant is not allowed to destroy, deface, damage, impair, or remove any part of the premises **(Three (3) day notice).**

7. Disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment and use of the premises **(Seven (7) day notice).**

8. Any other noncompliance or violation that endangers other residents or park personnel, or that causes substantial damage to the park premises **(Fourteen (14) day notice).**

9. Conviction of the mobile home owner or tenant of the mobile home owner of violation of a federal, state, or local ordinance when the violation is detrimental to the health, safety, or welfare of other residents or the landlord of the mobile home park OR the landlord's documentation of violations involving dangerous drugs, as defined and governed by MCA 45-9 **(Fourteen (14) day notice).**

10. Changes in the use of the mobile home parkland. In this case, each affected mobile home owner and tenant of a mobile home must receive 15 days notice that the landlord is going before a unit of local government to request a land use change. Further, if the change of use is approved, the landlord must provide to the mobile home owners 6 months prior notice of termination of tenancy and shall also describe in detail the change in use. **(Six (6) month notice).**

11. A legitimate business reason, so long as it doesn't violate any other provision. **(Ninety (90) day notice).**

Part VII: Section 8 Housing

Section 8 housing is a program designed to assist very low-income families in paying for housing. To be eligible for the Section 8 housing program, an individual must have an income that is below 50% of the median income for the county. Section 8 is a federal program administered through state and local agencies, known as Housing Authorities. In Montana, the Montana Department of Commerce administers Section 8 through a number of local agencies. This section covers a few of the rules and regulations for Section 8 housing, but should not be considered complete. You should contact your local Section 8 agent or the Montana Department of Commerce (see reference section in the back of this book) if you want to inquire about getting on the Section 8 wait list or if you have any further questions regarding Section 8 housing. Average time on the Section 8 wait list is three (3) to seven (7) years.

All Section 8 tenants and landlords are required to abide by Montana tenant-landlord laws. Section 8 regulations are supplements to Montana law, not replacements for it.

Screening of Tenants

If you are a landlord and are considering acceptance of a Section 8 housing voucher, it is your responsibility to check the prospective tenant's rental history, credit report, etc. Participation in the Section 8 program or being on the Montana Department of Commerce (MDOC) wait list is not a representation of the tenant's suitability for occupancy or their expected behavior.

MDOC will provide prospective landlords with the family's current and prior addresses and the names and addresses, if known, of current and prior landlords, as they appear in MDOC records. However, it is the responsibility of the prospective landlord to seek appropriate references.

Landlords: How to Find the Best Tenant

Courtesy of rentalchoice.com

- **Screen your prospects:** Screening a tenant usually involves checking their employment history, credit score, rental history, criminal history, and references. This information is usually gathered from the rental application or through an official background check.
- **Set up a meeting before signing the lease:** A face-to-face meeting with rental tenants will allow you to assess their personalities and behavior. Never ask about or discriminate against applicants based on their race, color, national origin, sex, religion, familial status, or disability.

Security Deposits

Section 8 landlords are allowed to collect security deposits from their tenants. However, MDOC local field agents may prohibit security deposits above private market practice or above the amount required of non-Section 8 tenants. For Moderate Rehabilitation Housing, the landlord may collect a security deposit in the amount of one month's tenant payment, or \$50, whichever is greater. The Montana Residential Security Deposit Act (70-25, MCA) applies in full to all Section 8 security deposits (see Security Deposits).

Landlord Responsibilities

Section 8 landlords are required to maintain their units in accordance with MCA 70-24-303, (see Landlord & Tenant Responsibilities) and with federal Housing Quality Standards. MDOC local agents may perform inspections of Section 8 housing once a year, or in response to a tenant complaint, to ensure that all units are meeting the standards. If a deficiency is found, the landlord will receive a deficiency letter stating what the landlord needs to do to bring the unit into compliance and specifying a period of time in which the repairs must be made. If the defect is life-threatening, the landlord must correct the problem in twenty-four (24) hours. After the deficiency has been fixed, the tenant must call the local Section 8 agency to schedule another inspection to verify that the problem has been fixed. The landlord should verify with the local agency that a re-inspection has been scheduled. MDOC will not issue a rent check to the landlord until a re-inspection has been completed.

In Moderate Rehabilitation units, landlords are responsible for repairing all damages to the unit, even those caused by the tenants. The landlord may, however, seek compensation for damages to the unit caused by the tenant in Civil Court and/or terminate the rental agreement.

Landlords are also responsible for enforcing all tenant obligations under the lease. It is not the responsibility of MDOC or their local field agents to ensure tenant compliance with the lease. If the unit is to be occupied by a disabled person, it is also the landlord's responsibility to make any necessary modifications to the unit, though these modifications may be at the tenant's expense.

Tenant Responsibilities

All Section 8 tenants are required to abide by Montana tenant-landlord law with regard to the care and maintenance of the unit they are renting. Tenants are responsible for correcting any breach of the Housing Quality Standards that were caused by the tenant, within the amount of time specified by MDOC. If the breach is life-threatening, the tenant must correct the situation in twenty-four (24) hours.

In addition to these responsibilities, tenants must supply all information that MDOC, its local agents or HUD determines is necessary for the administration of the program. The family must also provide local Section 8 agents with at least a thirty (30) day written notice if they intend to terminate their rental agreement or a copy of any eviction notice from the owner of the unit. Families are also required to notify their local agents of any change in the composition of the household. No family members may be added to the household without prior consent from MDOC.

Payments to Landlords

The portion of rent paid by the Section 8 program is mailed directly from MDOC in Helena to the landlord on or before the 10th of each month. Local offices have no control over rent checks. If you are a Section 8 landlord and have not received your check by the middle of the month, call your local office (see Montana Resource Directory) and the staff will investigate the delay. If you owe the state money for taxes, student loans, child support, etc. your check may be withheld. If the check was sent, MDOC will verify whether the check was cashed or not. If the check was issued and not cashed, MDOC will require the landlord to sign a bond to reissue the check.

Landlords may never ask the tenant for more money than is stipulated in the rental contract. If a landlord asks for more than the amount stipulated by the rental contract, the contract may be canceled and the tenant may sue the landlord for damages.

For tenants on the voucher program, landlords must seek reimbursement through the Civil or Small Claims Court from the tenant for damages to the unit caused by the tenant or for cleaning costs, unpaid rent or unpaid utilities owed to the landlord. No claims for damages or cleaning may be filed with MDOC for tenants on the voucher program. For Moderate Rehabilitation housing, if the security deposit is insufficient to cover the amount owed to the landlord, or if the landlord did not collect a security deposit, the owner may claim reimbursement from MDOC. The reimbursement will be for the lesser of a) the amount owed to the owner, or b) two (2) months' contract rent

minus the amount of the security deposit collected, or the amount that the landlord could have collected from the tenant.

Rent Adjustments

Rent adjustments for moderate rehabilitation housing programs may only occur once a year, on the anniversary date of the contract. For voucher programs, rent may be adjusted at any time after the expiration of the original six-month contract with at least a sixty (60) day written notice to the tenants and MDOC. For moderate rehabilitation housing, all rent adjustments must be approved by MDOC and such approval is contingent on inspection of the unit, compliance with the contract and evaluation that the adjustment is reasonable.

Landlords may apply to MDOC for special rent adjustments other than at the times specified above by submitting to MDOC with the request for rent adjustment all tax records and utility bills for the current and prior year. Special increases will only be approved if the landlord can show that their costs have increased due to increased property taxes, utility rates or assessments.

Terminations and Evictions

All Housing Assistance Payments contracts are in effect for one year. During this time, both the landlord and the tenant are barred from terminating the rental contract unless the other party has repeatedly and severely violated the terms of the lease or Montana law.

Landlords also have the right to terminate the rental agreement during the initial one-year period under good cause, so long as the cause is a harmful or obscene act committed by the tenant, or a means of upkeep or duty the tenant has failed to do.

Landlords may not terminate the rental agreement during the first year for private use, repurposing of the property, or if the tenant will not agree to a revision of the lease. The landlord may also not terminate the rental agreement with a tenant for non-payment of the MDOC's responsibility of the rent share.

After the first six (6) months, either tenant or landlord may terminate the rental agreement for any reason by delivering to the opposite party and the MDOC a written

notice of termination. The notice must be delivered at least thirty (30) days prior to the termination, but no more than sixty (60) days. If a tenant is to move out of the rental unit before the end of the month, the landlord is entitled to the entire month's rent portion from the MDOC, but must return a prorated amount of the rent to the tenant if the unit is re-rented to an outside party before the month expires.

If at any point the landlord is going to sell the property to a new owner, the MDOC must be immediately notified of the sale. The MDOC cannot issue renters checks to the new owner until they have filled out the required paperwork for the Section 8 program.

PART VIII: APPENDICES

Appendix A

Checklist for Choosing a Rental Unit

Landlord:
Address:
Phone: (H) (C) (W)

Management
Company:
Address:
Phone:
Month-to-Month,
Term,
Or Lease
Agreement:
Date Available:

Subletting
Provisions:
Pet Provisions:
Special Provisions:

Costs

Rent:
Security Deposit:
Gas/Oil Bill
(Normal):
Gas/Oil Bill
(Winter):

Electric Bill
(Normal):
Electric Bill

(Winter):

Water Bill:

Garbage Pick-up

Bill:

Other:

Total

Housing Features

Heat Source:

Number

Bedrooms:

Number

Bathrooms:

Shower:

Storage Space:

Yard:

Pets Allowed:

Washer/Dryer:

Furnished:

Other:

**Location/Trans
portation**

Parking Access:

Nearest Bus Line:

Nearest School:

Nearest

Shopping:

Center Nearest:

Laundromat:

Safe

Neighborhood:

Schools:

Parks:

Other:

Appendix B

Model Rental Agreement

Parties and Premises: This rental agreement is made and entered into on _____ by and between _____, hereinafter referred to as "Landlord," and _____, hereinafter referred to as "Tenant," for the premises located at: _____ with the following furniture and appliances: _____. The parties have agreed:

1. Term of Period

This agreement is to begin on _____ and is:

_____ Month-to-Month

_____ an agreement for the specific term of _____ months, ending _____.

2. Deposit

(a) If, at the time of termination of this agreement and upon final inspection of the premises,

(i) there is no unpaid rent owed to the landlord

(ii) no damages or additional cleaning for which the tenant is responsible

(iii) the tenant can prove that there are no unpaid utilities for which the tenant is responsible; the landlord may deduct these expenses for the security deposit, within ten (10) days of the termination, the full amount of the security deposit.

(b) If, at the termination of this agreement, there remains money owed to the landlord for cleaning or damages for which the tenant is responsible, the landlord may deduct these expenses from the security deposit. Within thirty (30) days after termination of this agreement the landlord shall deliver to the tenant:

(i) a written statement itemizing all deductions from this deposit and the specific reasons for the deductions

(ii) any balance of the deposit owed the tenant

The landlord may deduct unpaid rent and the actual and reasonable cost of repairing damage caused by the tenant, except damage caused by normal wear and tear, as per Montana law (70-25-201, MCA).

3. Rent

Rent is payable in advance on the ____ day of each month, and will be delivered to _____. Initial rent: \$ _____. This amount covers the period of _____ to _____. Optional Provision: The landlord also accepts \$ _____ as payment for last month's rent.

4. Disclosure

The name and address of the owner of the rental unit is: _____.

The name and address of the manager of the rental unit is: _____.

5. The Tenant Shall:

- A. Pay all rents promptly when due.
- B. Pay for any damages to the rental unit, including appliances and property within the rental unit which belong to the landlord, caused by any act of negligence of the tenant(s) or any guest. Damage due to ordinary and reasonable wear and tear, or loss or damage by fire not caused by the tenant or guest is excepted.
- C. Place garbage and refuse inside the containers provided.
- D. Refrain from acts or practices which disturb the neighbors' peaceful enjoyment of the premises.
- E. Keep the rental unit clean and in sanitary condition.
- F. Surrender possession of the premises to the landlord upon the lawful and proper termination of the rental agreement.
- G. Fulfill other duties and responsibilities as set down in Montana law (70-24-312, 70-24-321, and 70-24-322, MCA).

6. The Landlord Shall be Responsible For:

- A. Repairs to the exterior of the premises.
- B. Repairs to sewers, heating, all landlord-owned appliances and wiring and plumbing fixtures.
- C. Repairs to all common area doors, windows and stairs.
- D. Providing necessary extermination service for the premises, ensuring the elimination of all vermin and rodents.
- E. Installing and maintaining locks on all doors leading from the entrance ways into hallways and on the doors to all common areas.
- F. Maintaining the premises and common areas in accordance with city or county housing, building, and zoning codes.
- G. Other duties and responsibilities as set down in Montana law (70-24-301, 70-24-302, and 70-24-303, MCA).

Tenants shall be responsible for all of the above repairs if they are made necessary by the negligence of the tenant(s) or their guests.

7. Landlord's Rights of Entry

Except in case of emergency or pursuant to court order, the landlord must give at least twenty-four (24) hours notice before entering the rental unit, and then may enter only with the tenant's consent (70-24-312, MCA). The landlord may enter only at reasonable times and in a reasonable manner. The landlord shall not abuse the right of access, nor use it to harass the tenant. The tenant shall not unreasonably withhold consent for access to the premises by the landlord.

8. Alterations

Tenant(s) shall not materially alter the premises without permission of the landlord.

9. Termination

Either party may terminate or change the terms of a month-to-month agreement by giving the other party at least thirty (30) days written notice. If the duration of this agreement is to be more than thirty (30) days (month-to-month), then the terms of the agreement may only be changed at the termination date listed above, except as provided for by the law.

10. Utilities.

Landlord agrees to pay all utilities except _____
which shall be paid by the tenant.

11. Subletting

Tenant shall not sublet all or any part of the premises, nor assign this agreement or any interest in it without the Landlord's prior written consent, which will not be unreasonably withheld.

12. Pets

The following pets will be allowed in the rental
unit: _____.

13. The landlord will make the following repairs or alterations to the rental unit by the dates noted:

_____	_____	_____
Repair	Date	Landlord's Initial
_____	_____	_____
Repair	Date	Landlord's Initial
_____	_____	_____
Repair	Date	Landlord's Initial

14. Additional Terms

Further, the following additional terms are agreed to by both parties:

Landlord (Signature)

Date

Tenant 1 (Signature)

Date

Tenant 2 (Signature)

Date

Tenant 3 (Signature)

Date

Tenant 4 (Signature)

Date

Appendix C

Model Statement of the Condition of the Premises

Use this report to record the condition of your unit and its contents when you move in. If you mark anything as either dirty or damaged, describe it fully on an additional sheet and take pictures if possible. Also be sure to indicate the quantity of each piece to avoid miscommunication. Both you and your landlord should have signed and dated copies of this form after you have filled it out.

Living Room		Dirty	Not Dirty	Damaged	Not Damaged
1	Couch				
2	Chair				
3	End Table				
4	Easy Chair				
5	Floor Lamp				
6	Table Lamp				
7	Coffee Table				
8	Light Fixtures				
9	Rug or Carpet				
10	Floors				
11	Walls				
12	Ceiling				

Bedroom 1		Dirty	Not Dirty	Damaged	Not Damaged
-----------	--	-------	-----------	---------	-------------

13	Bed Frame				
14	Headboard				
15	Mattress				
16	Mattress Cover				
17	Box Spring				
18	Dresser				
19	Night Stand				
20	Drapes / Curtains				
21	Mirror				
22	Light Fixtures				
23	Rug or Carpet				
24	Door				
25	Floor				
26	Walls				
27	Ceiling				

Bedroom 2		Dirty	Not Dirty	Damaged	Not Damaged
28	Bed Frame				
29	Headboard				
30	Mattress				
31	Mattress				
32	Cover				
33	Box Spring				

34	Dresser				
35	Night Stand				
36	Drapes / Curtains				
37	Mirror				
38	Light Fixtures				
39	Rug or Carpet				
40	Door				
41	Floor				
42	Walls				
43	Ceiling				

Bathroom		Dirty	Not Dirty	Damaged	Not Damaged
44	Towel Racks				
45	Tissue Holder				
46	Mirror				
47	Medicine Cabinet				
48	Counter Top				
49	Working Sink				
50	Working Tub				
51	Working Shower				
52	Toilet Seat				

53	Shower Curtain				
54	Cabinet				
55	Light Fixture				
56	Hot and Cold Water				
57	Door				
58	Floor				
59	Walls				
60	Ceiling				

Kitchen		Dirty	Not Dirty	Damaged	Not Damaged
61	Working Stove				
62	Working Oven				
63	Oven Racks				
64	Boiler Pan				
65	Refrigerator				
66	Ice Cube Trays				
67	Working Sink				
68	Garbage Disposal				
69	Counter Tops				
70	Range Hood and Fan				

71	Dishwasher				
72	Hot and Cold Water				
73	Drawers				
74	Cabinets				
75	Table				
76	Chairs				
77	Light Fixtures				
78	Floor				
79	Walls				
80	Ceiling				

Misc.					
81	Door Keys				
82	Windows				
83	Door Screens				
84	Doors				
85	Mailbox				
86	Mailbox Key				
87	Thermostat				
88	Smoke Detector				
89	Other				
90	-----				
91	-----				

Appendix D

Model Roommate Rental Agreement

Upon signing below, the tenants living in the rental unit located at

agree to the following:

1. All Roommates shall abide by the terms of the rental agreement with the landlord as well as with those laws governing tenants and their rights and responsibilities.

2. Rent will be paid as follows:

Roommate 1 \$_____

Roommate 2 \$_____

Roommate 3 \$_____

Roommate 4 \$_____

3. All rental and security deposits shall be divided, paid and refunded equally, except that each roommate will be individually responsible for financial costs associated with any of their actions or negligence resulting in unpaid rent or costs for cleaning or damages.

4. Utility costs shall be divided and paid equally. Exceptions may include utilities that are unequally used by roommates, i.e. long distance phone calls or increased wifi for roommates that work from home.

5. Each roommate shall pay rent, utilities, and other housing costs promptly and in full.

6. If any roommate does not fulfill the terms of the rental agreement with the landlord, pay housing costs promptly, or if they otherwise violate the terms of this roommate agreement, any of the other roommates shall have the right to: (1) require them to vacate the premises thirty (30) days from receipt of a

written notice, and (2) collect any money due through legal means.

7. Any roommate may terminate their obligation to the rental agreement only as allowed by the rental agreement with the landlord, and in case of a month-to-month rental agreement, upon thirty (30) days written notice to all the other roommates.

8. If a roommate terminates their obligation to the rental agreement, the remaining roommates shall be refunded their security deposit- minus appropriate deductions for unpaid rent, damages, or cleaning- within thirty (30) days of terminating the agreement. Deductions must be in accordance with Montana law. Before costs for cleaning can be deducted, the remaining roommates must give notice of cleaning needing to be done, anticipated costs, and forty-eight (48) hours to the departing roommate to do the cleaning themselves. The remaining roommates must also provide, within thirty (30) days of the departing roommate's termination of the agreement, a written list itemizing any deductions for damages and cleaning. The departing roommate will provide a forwarding address in writing.

9. New roommates, if needed, shall be chosen through the consensus of all roommates who shall continue to live on the premises. Any new roommates must sign this roommate rental agreement.

10. In signing this agreement, no roommate forfeits any of their rights as a tenant as specified in the rental agreement or by the law.

11. Special Provisions

----- Roommate 1 (Signature)	----- Date
---------------------------------	---------------

----- Roommate 2 (Signature)	----- Date
---------------------------------	---------------

----- Roommate 3 (Signature)	----- Date
---------------------------------	---------------

----- Roommate 4 (Signature)	----- Date
---------------------------------	---------------

Appendix E

Model Holding Deposit Agreement

The prospective tenant, _____, pays the landlord, _____, a holding deposit of \$_____ for the rental unit located at _____. With this payment, the parties signing below agree to the following:

1. The landlord shall, until _____, give first priority for rental of the rental unit to the prospective tenant.
2. If the prospective tenant decides to rent the premises, they must sign the attached rental agreement with the landlord by the date specified in part 1.
3. If the tenant and landlord sign the rental agreement by the date specified above, the holding deposit shall be used as partial or full payment of a security deposit of \$_____, pursuant to the terms of the security deposit specified in the rental agreement.
4. If the prospective tenant does not sign the rental agreement by the date specified above, they relinquish the holding deposit to the landlord as payment for holding the rental unit for the prospective tenant.
5. If the landlord decides not to rent to the tenant for any reason, they will return the full amount of the deposit to the prospective tenant no later than five days after the landlord's decision not to rent to the prospective tenant, or the date specified in (1), whichever occurs first.

_____	_____
Landlord (Signature)	Date
_____	_____
Prospective Tenant 1 (Signature)	Date
_____	_____
Prospective Tenant 2 (Signature)	Date
_____	_____
Prospective Tenant 3 (Signature)	Date

Appendix F

Model Security Deposit Agreement

Upon entering into a rental agreement on the rental unit located at _____ and upon payment by the tenant, _____, and the landlord, _____, a security of \$_____, the parties signing below agree to the following:

1. Said deposit may be applied by the landlord toward reimbursement for any cost incurred because of the tenant's violation of the rental agreement, including nonpayment of rent and/or any utilities for which the tenant is responsible. Said deposit is to be returned within thirty (30) days of termination accompanied by a written statement itemizing deductions. If, after the completion of the final inspection of the premises, there is no further cleaning required, no unpaid rent, no damages to the unit, and the tenant can prove to the landlord that all utilities are paid, the landlord shall return the entire amount of the security deposit to the tenant within ten (10) days.
2. The landlord shall inspect the premises within one week prior to termination of the rental agreement and, before the tenant vacates, shall give the tenant a written statement of needed repairs and the estimated cost thereof. The tenant shall be responsible only for damage beyond normal wear and tear and for returning the rental unit to a condition of cleanliness similar to its condition when the tenant moved in.
3. A written statement as to the condition of the premises upon occupation by the tenant, as prescribed by MCA 70-25-206, is attached.
4. The landlord shall place the tenant's security deposit in an interest bearing bank account. Earned interest shall be treated as part of the security deposit.

_____	_____
Landlord (Signature)	Date
_____	_____
Tenant 1 (Signature)	Date
_____	_____
Tenant 2 (Signature)	Date

Appendix G

Sample Repair Letters

First Request Letter (See Page 18)

Jane Doe Tenant

1000 A Street

Missoula, MT, 59801

Today's Date

Dear Ms. Smith (Landlord),

The right rear burner on the stove stopped working last night. I would appreciate it if you could have it repaired soon. Thanks, and please call me at (Phone Number) if you have any questions.

Sincerely,

Jane Doe Renter

Second Request Letter (See Option 1, Page 18)

Jane Doe Tenant

1000 A Street

Missoula, MT, 59801

Today's Date

Dear Ms. Smith,

The right rear burner on the stove stopped working a few nights ago. I would appreciate it if you could have it repaired soon. If you cannot get it fixed by (Reasonable Date), I will have it repaired and deduct the cost from next month's rent. Thanks, and please call me at (Phone Number) if you have any questions.

Sincerely,

Jane Doe Renter

Appendix H

Sample Mold Disclosure

There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

Landlord (Signature)

Date

Tenant 1 (Signature)

Date

Tenant 2 (Signature)

Date

Appendix I

Additional Resources

For Information/Complaints About Housing Discrimination:

Montana Human Rights Bureau

PO Box 8011	(406) 444-6543
Helena MT 59604	1-800-542-0807

For Information and Advice on Discrimination and Disabled Persons' Housing Rights:

Montana Fair Housing

501 E Front Street #533	(406) 782-2573
Butte MT 59701	1-800-929-2611
inquiry@montanafairhousing.org	

To Find a Local Attorney:

<u>Lawyer Referral Service</u>	(406) 449-6577
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Financial Assistance for Housing or Utilities (Local Section 8 Agencies)

Billings

Human Resource Development Council

(Bighorn, Carbon, Sweetgrass, Stillwater, and rural Yellowstone Counties)

7 N 31st St	(406) 247-4732
Billings MT, 59101	1-800-433-1411
info@hrdc7.org	Fax: (406) 248-2943

Homefront (Billings Area)

2415 1st Ave N	(406) 245-6391
Billings, MT 59101	Fax: (406) 245-0387

Bozeman

Human Resource Development Council (Gallatin, Park and Meagher Counties)

32 S Tracy Ave
Bozeman, MT 59715
hello@thehrdc.org

(406) 587-4486
Fax: (406) 585-3538

Butte

Action Inc.

25 W Silver St
Butte, MT 59701

(406) 533-6855
1-800-382-1325

Eureka

Community Action Partnership of Northwest Montana

Lincoln County Annex
66121 Highway 37 Suite 3
Eureka, MT 59917

(406) 293-2712

Glendive

Action For Eastern Montana (Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux counties) ¹

Low Income Home Energy Assistance Program

P.O. Box 1309
2030 N Merrill Ave
Glendive, MT 59330

(406) 377-3564
Fax: (406) 377-3570
1-800-227-0703

Great Falls

Opportunities Inc.

¹ Action For Eastern Montana provides several other services, including assistance and companionship for aging people, employment training, and Head Start. Visit their website to find county-specific contact information at <https://aemt.org/>

(Cascade, Chouteau, Glacier, Pondera, Teton, and Toole Counties)

P.O. Box 2289	(406) 761-0310
905 1st Ave N	oppincquestion@gfoppinc.org
Great Falls, MT 59401	

Great Falls Housing Authority

1500 Chowen Springs Loop	(406) 453-4311
Great Falls, MT 59405	TDD: (406) 453-6327
gfha@gfhousing.org	Fax: (406) 727-5566

Hamilton

Human Resource Council

303 N. Third St	(406) 363-6101
Hamilton, MT 59840	Info@hrcxi.org

Havre

Human Resource Development Council

2229 5th Ave	(406) 265-6743
Havre, MT 59501	1-800-640-6743
reception@hrdc4.org	Fax: (406) 265-1312

Helena

Helena Housing Authority

812 Abbey St	(406) 442-7970
Helena, Montana 59601	Fax: (406) 442-0574
	1-800-253-4091

Kalispell

Community Action Partnership of Northwest Montana

214 Main Street	(406) 752-6565
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P.O. Box 88
Kalispell, MT 59904

1-800-344-5979
capnm@capnm.net

Lewistown

Human Resource Development Council

300 1st Avenue North, Suite 203
Lewistown, MT 59457

(406) 535-7488
Fax: 406-535-2843
1-800-766-3018

Libby

Community Action Partnership of Northwest Montana

933 Farm to Market Rd, Suite B
Libby, MT 59923

(406) 293-2712
Fax: (406) 293-2979

Livingston

Human Resource Development Council

121 S. 2nd St
Livingston, MT 59047

(406) 333-2537
hellolivingston@thehdrc.org

Missoula

Human Resource Council

1801 S. Higgins Ave
Missoula, MT 59801

(406) 728-3710
Fax: (406) 728-7680
info@hrcxi.org

Missoula Housing Authority

1235 34th St
Missoula, MT 59801

(406) 549-4113
Fax: (406) 549-6406
mhainfo@missoulahousing.org

Polson

Community Action Partnership of Northwest Montana

110 Main Suite M-1 (406) 883-3470
Polson, MT 59860 Fax: (406) 883-3481

Superior

Human Resource Council

38 Mullan Rd W (406) 822-4251
Superior, MT 59872 info@hrcxi.org

Thompson Falls

Community Action Partnership of Northwest Montana

2504 Tradewinds Way Suite 1 (406) 827-3472
Thompson Falls, MT 59873 Fax: (406) 827-3327

White Sulphur Springs

Human Resource Development Council

107 E. Main St (406) 547-3775
P.O. Box 327
White Sulphur Springs, MT 59645

For Legal Assistance

Billings

Montana Legal Services

207 N Broadway Suite 430 (406) 248-7113 or 1-800-666-6899
Billings, MT 59101 Fax: (406) 252-6055

Bozeman

ASMSU Legal Services (Montana State University students only)

221 Strand Union
Bozeman, MT 59717

(406) 994-2933
asmsu@montana.edu

Helena

Montana Legal Services

616 Helena Avenue Suite 100
Helena, MT 59601

(406) 442-9817
Fax: (406) 442-9817
1-800-666-6899

Missoula

Montana Legal Services

1535 Liberty Lane Suite 110D
Missoula, MT 59802

(406) 543-8343
Fax: (406) 543-8314
1-800-666-6899

ASUM Legal Services (University of Montana Students Only)

University Center Rm 116
Missoula, MT 59812

(406) 243-6213
Fax: (406) 243-2566
asumlegal@mso.umt.edu

Glossary

Abatement: To reduce or lower rent. If the lease says there will be a rental abatement if XYZ happens, it means the tenant will pay a lower rent if XYZ happens.

Action: Legal proceeding in which rights of parties are determined. Most commonly, an "Action for Possession" to determine who has the right to occupy a rental unit.

Casualty Destruction: Accidental damages caused by fire, flood, etc.

Certified Mail: Mail service providing the sender with proof of mailing.

Counterclaim: A claim by a defendant opposing the claim of a plaintiff and seeking some relief from the plaintiff for the defendant, consisting of assertions that the defendant could have made by starting a lawsuit, if the plaintiff had not already begun the action.

Default: Failure by tenant to pay any installment of rent in accordance with the rental agreement.

Detainer: To keep another's property against their will.

Unlawful Detainer: (i) When the tenant continues possession of any part of the property after the expiration of the rental agreement without permission (ii) if the tenant continues possession of any part of the property without permission of the landlord after failing to make the required payments on rent and they have received a three days notice or (iii) or when the tenant continues possession after failing to perform other conditions of the lease. (70-27-108, MCA).

Distress and/or Distraint: A landlord's acts of securing the tenant's property and the tenant's belongings to keep or sell in place of rent the landlord claims the tenant owes.

Dwelling Unit: A structure or the part of a structure that is used as a home, residence, or sleeping place by a person who maintains a household or by two or more persons who maintain a common household. Dwelling unit, in the case of a person who rents space in a mobile home park and rents the mobile home, means the mobile home itself (70-24-103, MCA).

Dispossess: To remove a person from land or property.

Landlord: The owner, lessor, or sublessor of the dwelling unit or the building of which it is a part.

Lessee: The tenant.

Lessor: The landlord.

Liable: Legally responsible; legally required to pay.

The Party of the First Part: The first person's name to appear on the rental agreement (usually the landlord's).

The Party of the Second Part: The second person's name to appear (usually the tenant's) is the party of the second part.

Premises: A dwelling unit and the structure of which it is a part, the facilities and appurtenances in the structure, and the grounds, areas, and facilities held out for the use of tenants generally or promised for the use of a tenant.

Prorate: To divide or distribute rent proportionately to the number of days the tenant spends in the dwelling unit.

Pursuant: In accordance with (law or legal document).

Rental Agreement: All agreements, written or oral, and valid rules adopted under MCA 70-24-103 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

Security Deposit: Value given to the landlord, other than the advance payment of rent, to provide security and payment for the landlord against any damages to the property or violations of the lease (70-25-101, MCA).

Subletting: A tenant sublets when they rent the dwelling to someone else with the written approval of the owner, thus becoming the landlord of the sublessor (70-24-103, MCA).

Tenant: A person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others (70-24-103, MCA).

Terminate: To bring to an end.

Waiver: An act or instance of giving up a right or a claim. For example, a rental agreement might state that if the tenant does XYZ, they waive their right to ABC.