

BY: Environmental Matters Committee

AMENDMENTS TO HOUSE BILL NO. 1620
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in line 22, after “bond;” insert “providing that a tenant may dispute the landlord’s claim against the tenant’s surety bond;”.

AMENDMENT NO. 2

On page 5, in line 19, after “DAMAGE” insert “CAUSED BY THE TENANT OR THE TENANT’S FAMILY, AGENTS, EMPLOYEES, GUESTS OR INVITEES IN EXCESS OF ORDINARY WEAR AND TEAR”; and in line 24, after “BOND” insert “OR THE TENANT DOES NOT ENTER INTO A LEASE WITH THE LANDLORD”.

AMENDMENT NO. 3

On page 6, after line 7, insert:

“(II) THE SURETY BOND IS NOT INSURANCE FOR THE TENANT;

“(III) THE SURETY BOND IS BEING PURCHASED TO PROTECT THE LANDLORD AGAINST LOSS DUE TO NONPAYMENT OF RENT, BREACH OF LEASE, OR DAMAGES CAUSED BY THE TENANT;

“(IV) THE TENANT MAY BE REQUIRED TO REIMBURSE THE SURETY FOR AMOUNTS THE SURETY PAID TO THE LANDLORD;”;

in line 8, strike “(II)” and substitute “(V)”; strike in their entirety lines 16 through 18, inclusive, and substitute:

“(VI) THE TENANT HAS THE RIGHT TO PAY THE DAMAGES DIRECTLY TO THE LANDLORD OR REQUIRE THE LANDLORD TO USE THE TENANT’S

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SECURITY DEPOSIT, IF ANY, BEFORE THE LANDLORD MAKES A CLAIM AGAINST THE SURETY BOND; AND”;

in line 19, strike “(IV)” and substitute “(VII)”; in line 31, before the first “A” insert “THE SURETY OR LANDLORD SHALL DELIVER TO”; in the same line, strike “HAS THE RIGHT TO RECEIVE”; in lines 31 and 32, strike “THE SURETY BOND” and substitute “ANY AGREEMENTS OR DOCUMENTS”; in line 32, strike “SURETY” and substitute “TENANT”; in line 34, after “OF” insert “ALL OF”; and in line 35, strike “PARAGRAPH” and substitute “SUBSECTION”.

AMENDMENT NO. 4

On page 7, in line 12, after “NOT” insert “, DIRECTLY OR INDIRECTLY,”; in line 18, strike “RETAIN THE OPTION” and substitute “HAVE THE RIGHT”; in line 26, after “BOND” insert “FOR ANY DAMAGES COVERED BY THE TENANT’S PAYMENT OR THE AMOUNT DEDUCTED FROM THE TENANT’S SECURITY DEPOSIT IN ACCORDANCE WITH SUBPARAGRAPH (I) OF THIS PARAGRAPH”; after line 26, insert:

“(9) (I) THE TENANT MAY DISPUTE THE LANDLORD’S CLAIM TO THE SURETY BY SENDING A WRITTEN RESPONSE BY FIRST-CLASS MAIL TO THE SURETY WITHIN 10 DAYS AFTER RECEIVING THE LANDLORD’S CLAIM ON THE SURETY.

(II) IF THE TENANT DISPUTES THE CLAIM, THE SURETY MAY NOT REPORT THE CLAIM TO A CREDIT REPORTING AGENCY PRIOR TO OBTAINING A JUDGMENT FOR THE CLAIM AGAINST THE TENANT.”;

in line 27, strike “(9)” and substitute “(10)”; in line 35, strike “(10)” and substitute “(11)”; and in line 36, after “LANDLORD” insert “SHALL ACCEPT THE TENANT’S SURETY BOND AND”.

AMENDMENT NO. 5

On page 8, in line 1, strike “AND” and substitute “OR”; in line 2, after “THAT,” insert “IN ADDITION TO ANY EXISTING SURETY BOND OR SECURITY DEPOSIT, IS”; in the same line, strike the second “THE” and substitute “AN”; in the same line, strike “AMOUNT, IS” and substitute “AMOUNT”; and in lines 8, 14, and 18, strike “(11)”, “(12)”, and “(13)”, respectively, and substitute “(12)”, “(13)”, and “(14)”, respectively.