

Montana Residential Landlord and Tenant Act of 1977

Summary

The State of Montana does not have a comprehensive property maintenance or housing code. The state, however, enacted the Residential Landlord and Tenant Act of 1977 (Title 70, Chapter 24 of the Property Code).

Relevant to healthy housing, Section 303 of the Act requires that a landlord:

- Comply with applicable building and housing codes for health and safety in effect when the dwelling was originally constructed, in all dwellings built after July 1, 1977.
- Make “repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.”
- Keep common areas “in a clean and safe condition.”
- Maintain “in good and safe working order and condition” all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied (or required to be supplied) by the landlord.
- Provide and maintain appropriate receptacles and conveniences for removal of garbage and other waste, and arrange for their removal.
- Supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1 (unless the tenant controls the installation for generating the heat/hot water).
- Properly install and maintain an approved smoke detector in each dwelling unit under the landlord's control.
- Under certain circumstances, the landlord and tenant may agree in writing that the tenant will be responsible for waste removal, heat, hot water, and specified repairs and maintenance.

Section 321 of the Act requires that a tenant:

- Comply with obligations primarily imposed upon tenants by applicable building and housing codes for health and safety.
- Keep his/her premises “reasonably clean and safe as the condition of the premises permits.”
- Dispose of garbage and other waste from his/her premises “in a clean and safe manner.”
- Keep all plumbing fixtures in his/her premises “as clean as their condition permits.”
- Use the electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in the premises “in a reasonable manner.”

The Law¹

TITLE 70. PROPERTY CHAPTER 24. RESIDENTIAL LANDLORD AND TENANT ACT OF 1977

§ 70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation of landlord's liability for failure of smoke detector.

¹ Source: www.montanacourts.org/library/topics/landlord.asp, or http://data.opi.mt.gov/bills/mca_toc/index.htm.

(1) A landlord:

(a) shall comply with the requirements of applicable building and housing codes materially affecting health and safety in effect at the time of original construction in all dwelling units where construction is completed after July 1, 1977;

(b) may not knowingly allow any tenant or other person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured by any of the following:

(i) criminal production or manufacture of dangerous drugs, as prohibited by 45-9-110;

(ii) operation of an unlawful clandestine laboratory, as prohibited by 45-9-132; or

(iii) gang-related activities, as prohibited by Title 45, chapter 8, part 4;

(c) shall make repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

(d) shall keep all common areas of the premises in a clean and safe condition;

(e) shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord;

(f) shall, unless otherwise provided in a rental agreement, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;

(g) shall supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1, except if the building that includes the dwelling unit is not required by law to be equipped for that purpose or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant; and

(h) shall install, in accordance with rules adopted by the department of justice, an approved smoke detector in each dwelling unit under the landlord's control.² Upon commencement of a rental agreement, the landlord shall verify that the smoke detector in the dwelling unit is in good working order. The tenant shall maintain the smoke detector in good working order during the tenant's rental period. For purposes of this subsection, an approved smoke detector is a device that is capable of detecting visible or invisible particles of combustion and that bears a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly.

(2) If the duty imposed by subsection (1)(a) is greater than a duty imposed by subsections (1)(b) through (1)(h), a landlord's duty must be determined by reference to subsection (1)(a).

(3) A landlord and tenant of a one-, two-, or three-family residence may agree in writing that the tenant perform the landlord's duties specified in subsections (1)(f) and (1)(g) and specified repairs, maintenance tasks, alteration, and remodeling but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(4) A landlord and tenant of a one-, two-, or three-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

(a) the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration;

(b) the work is not necessary to cure noncompliance with subsection (1)(a); and

(c) the agreement does not diminish the obligation of the landlord to other tenants in the premises.

(5) The landlord is not liable for damages caused as a result of the failure of the smoke detector required under subsection (1)(h).

² The regulation, Smoke Detectors in Rental Units, states:

(1) In accordance with the Residential Landlord and Tenant Act of 1977, an approved smoke detector shall be installed by the landlord in each dwelling unit rented to another person.

(2) An approved smoke detector is a device that is capable of detecting visible or invisible particles of combustion, that emits an alarm signal, and that bears a label or other identification issued by an approved testing agency which inspects materials and workmanship at the factory during fabrication and assembly.

Admin. Rules MT § 23.7.108.

70-24-321. Tenant to maintain dwelling unit.

(1) A tenant shall:

- (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as the condition of the premises permits;
- (c) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- (d) keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises;
- (f) conduct oneself and require other persons on the premises with the tenant's consent to conduct themselves in a manner, that will not disturb the tenant's neighbors' peaceful enjoyment of the premises; and
- (g) use the parts of the premises, including the living room, bedroom, kitchen, bathroom, and dining room, in a reasonable manner, considering the purposes for which they were designed and intended. This section does not preclude the right of the tenant to operate a limited business or cottage industry on the premises, subject to state and local laws, if the landlord has consented in writing. The landlord may not unreasonably withhold consent if the limited business or cottage industry is operated within reasonable rules of the landlord.

(2) A tenant may not destroy, deface, damage, impair, or remove any part of the premises or permit any person to do so.

(3) A tenant may not engage or knowingly allow any person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured by any of the following:

- (a) criminal production or manufacture of dangerous drugs, as prohibited by 45-9-110;
- (b) operation of an unlawful clandestine laboratory, as prohibited by 45-9-132; or
- (c) gang-related activities, as prohibited by Title 45, chapter 8, part 4.

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