

KENTUCKY GENERAL ASSEMBLY AMENDMENT FORM
2016 REGULAR SESSION
Unofficial Document

Amend printed copy of HB 41

On page 1, line 5, through page 4, line 22, delete all text in its entirety and insert in lieu thereof:

"(1) (a) This section shall apply only to leases or rental agreements created or renewed on or after the effective date of this Act.

(b) A person who is both a named individual and a protected tenant shall not be eligible for the protections under this section.

(2) As used in this section:

(a) "Named individual" means a person identified in the protective orders listed in paragraph (b) of this subsection as restrained from contact with the protected tenant; and

(b) 1. "Protected tenant" means a residential rental or leased housing tenant, applicant for tenancy, or a tenant with a minor household member, who is protected by a valid:

a. Domestic violence order issued pursuant to KRS 403.740 which restrains the adverse party from any unauthorized contact; or

b. Interpersonal protective order issued pursuant to KRS 456.060 which restrains the adverse party from any unauthorized contact.

Amendment No. HFA 5

Sponsor: Rep. Joni L. Jenkins

Committee Amendment: _____

Signed: _____

Floor Amendment: _____

LRC Drafter: Lyon, Alice

Adopted: _____

Date: _____

Rejected: _____

Doc. ID: XXXXXX

Not for Filing

Unofficial Document

2. For purposes of subsections (3) and (4) of this section, "protected tenant" also means a residential rental or leased housing tenant, applicant for tenancy, or a tenant with a minor household member who is protected by a valid:
- a. Emergency protective order issued pursuant to KRS 403.730;
 - b. Temporary interpersonal protective order issued pursuant to KRS 456.040; or
 - c. Pretrial release no contact order issued pursuant to KRS 431.064.
- (3) (a) A landlord shall not terminate, fail to renew, refuse to enter into, or otherwise retaliate in the renting or leasing of a residence because of the person's status as a protected tenant.
- (b) It shall be a defense to an action for possession of a rented or leased residential property if the court determines that:
- 1. The tenant is a protected tenant; and
 - 2. The notice to vacate is substantially based on acts which violated the tenant's protective order or led to the issuance of a protective order listed in subsection (2) of this section, including an action for possession based on complaints of noise, disturbances, or repeated presence of peace officers.
- (4) (a) 1. A protected tenant may require the landlord to install a new lock to the protected tenant's dwelling. A landlord shall comply with this requirement within seventy-two (72) hours by:
- a. Rekeying the lock if the lock is in good working condition; or
 - b. Replacing the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced.
2. No later than forty-five (45) days after the landlord provides documentation

Unofficial Document

of the cost of changing the lock to the protected tenant who requested the change, the tenant shall reimburse the landlord for the cost and any associated fee, provided that the fee shall not exceed fees imposed on other tenants for changing the locks under any other circumstances.

3. If a protected tenant does not reimburse the landlord as required in this paragraph, the landlord may withhold the amount from the tenant's security deposit.

4. A landlord who installs a new lock at the protected tenant's request may retain a copy of the key that opens the new lock.

(b) 1. At the protected tenant's expense, a protected tenant may install a new lock to his or her dwelling by:

a. Rekeying the lock if the lock is in good working condition; or

b. Replacing the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced.

2. No later than forty-eight (48) hours after installing a new lock, the protected tenant shall inform the landlord of the change in locks, and provide a key to the new lock to the landlord upon request.

(c) Regardless of any provision in the lease or rental agreement, the landlord may refuse to provide a key to the new lock to a named individual, even if the named individual is a party to the lease or rental agreement.

(d) A named individual who has been excluded from leased or rented property under this section remains liable for rent.

(5) (a) For a protected tenant who obtains a valid protective order listed in subsection (2)(b)1. of this section after entering into a lease or rental agreement, the lease or rental agreement may be terminated by providing the landlord with:

Unofficial Document

1. Written notice of termination to be effective on a date stated in the notice that is at least thirty (30) days after the landlord's receipt of the notice; and
 2. A copy of the valid protective order.
- (b) For a protected tenant who obtains a valid protective order listed in subsection (2)(b)1. of this section before entering into a lease or rental agreement, the lease or rental agreement may be terminated by:
1. Providing the landlord with written notice of termination to be effective on a date stated in the notice that is at least thirty (30) days after the landlord's receipt of the notice;
 2. Attaching a copy of the valid protective order; and
 3. Demonstrating a safety concern to the landlord.
- (c) Upon termination of a lease or rental agreement under this section, the released tenant shall:
1. Be liable for the rent due under the lease or rental agreement prorated to the effective date of the termination and payable at the time that would have been required by the terms of the lease or rental agreement;
 2. Not receive a negative credit entry, a negative character reference, or be liable for any other rent or fees due solely to the early termination of the tenancy; and
 3. Not be subject to any damages or penalties if a lease or rental agreement is terminated under this subsection fourteen (14) or more days prior to occupancy.
- (d) Regardless of whether the named individual is a party to a lease or rental agreement terminated under this subsection, the named individual:
1. Is deemed to have interfered with the terminated lease or rental agreement

Unofficial Document

- between the landlord and tenant; and
2. Shall be civilly liable for all economic losses incurred by the landlord for the early lease termination, including unpaid rent, early lease termination fees, commissions and advertising costs incurred in reletting the premises, costs to repair damages to the premises, or any reductions in rent previously granted to the protected tenant.
- (6) Regardless of conflicting provisions in a named individual's rental agreement or lease, if a named individual and a protected tenant are co-tenants, a landlord may:
- (a) Refuse access to the property by a named individual unless the named individual is specifically permitted access by court order; and
- (b) Pursue all available legal remedies against the named individual, including:
1. Termination of the named individual's rental agreement or lease;
2. Eviction of the named individual, whether or not a lease or rental agreement between the landlord and the named individual exists; and
3. Action for damages against the named individual for any unpaid rent owed by the named individual or any damages resulting from a violation of a valid protective order listed in subsection (2)(b)1. of this section.
- (7) Notwithstanding the release of a protected tenant or an exclusion of a named individual from a lease or rental agreement under this section, if there are any remaining tenants residing in the dwelling unit, the tenancy shall continue for those tenants.
- (8) A landlord is immune from civil liability if the landlord in good faith acts in accordance with this section."