

1 AN ACT relating to termination of residential leases.

2 *Be it enacted by the General Assembly of the Commonwealth of Kentucky:*

3 ➔SECTION 1. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
4 READ AS FOLLOWS:

5 *(1) As used in this section:*

6 *(a) 1. "Medically fragile tenant" means a person who is seeking residential*
7 *relocation due to a recent mental or physical health emergency,*
8 *supported by documentation of the emergency provided by:*

9 *a. A health-care provider as defined in KRS 216.2920; or*

10 *b. A qualified mental health professional as defined in KRS*
11 *202A.011.*

12 *2. "Medically fragile tenant" may include:*

13 *a. A person who is:*

14 *i. Diagnosed with substance use disorder and is seeking*
15 *treatment as those terms are defined in KRS 222.005;*

16 *ii. Diagnosed with mental illness, as defined in KRS 210.005,*
17 *and is experiencing a mental health crisis; or*

18 *iii. Elderly and seeking relocation to an assisted living facility;*
19 *or*

20 *b. A person with:*

21 *i. A disability, as defined in 42 U.S.C. sec. 12102, who*
22 *requests reasonable accommodations; or*

23 *ii. A serious health condition that requires ongoing medical*
24 *treatments or specialized care that is not accessible in his*
25 *or her current location; and*

26 *(b) "Reasonable accommodation" means a change, exception, or adjustment to*
27 *a rule, policy, practice, or service that may be necessary for a person with a*

- 1 disability to have an equal opportunity to use and enjoy a dwelling.
- 2 (2) A medically fragile tenant may terminate a residential lease or rental agreement
3 by providing the landlord with:
- 4 (a) Written notice of termination effective on a date stated in the notice that is
5 at least thirty (30) days after the landlord's receipt of the notice; and
- 6 (b) A copy of the medical documentation establishing the need for the
7 termination due to a health emergency.
- 8 (3) Upon termination of the lease or rental agreement, the medically fragile tenant
9 shall be liable for the rent due under the lease or rental agreement prorated to the
10 effective date of termination and payable at the time that would have been
11 required under the terms of the lease or rental agreement.
- 12 (4) The medically fragile tenant whose lease or rental agreement is terminated under
13 this section shall not:
- 14 (a) Receive a negative credit entry or character reference from the landlord, or
15 be liable for any other rent or fees resulting from the termination; or
- 16 (b) Be subject to any damages or penalties if a lease or rental agreement is
17 terminated under this section fourteen (14) or more days prior to occupancy
18 by the medically fragile tenant.
- 19 (5) Notwithstanding the termination of a lease or rental agreement by a medically
20 fragile tenant under this section, the lease or rental agreement shall continue to
21 be in effect for any remaining parties residing in the dwelling unit under the
22 terms of the lease or rental agreement.
- 23 (6) A landlord shall be immune from civil liability if he or she acts in good faith in
24 accordance with this section.
- 25 (7) This section shall apply only to leases or rental agreements entered into or
26 renewed on or after the effective date of this Act.