

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) "Medically fragile tenant":

7 1. Means a person who is seeking residential relocation due to a recent
8 mental or physical health emergency, supported by documentation of
9 the emergency provided by:

10 a. A health care provider as defined in KRS 216.2920; or

11 b. A qualified mental health professional as defined in KRS
12 202A.011; and

13 2. May include:

14 a. A person who is:

15 i. Diagnosed with substance use disorder and is seeking
16 inpatient treatment as those terms are defined in KRS
17 222.005;

18 ii. Diagnosed with mental illness, as defined in KRS 210.005,
19 and a qualified mental health professional finds that the
20 person is experiencing a mental health crisis and
21 recommends inpatient treatment; or

22 iii. Age sixty (60) or older and seeking relocation to an assisted
23 living facility or the home of a family caregiver; or

24 b. A person with:

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

27 ii. A serious health condition that requires ongoing medical

1 inpatient treatments or specialized care prescribed by a
2 qualified medical professional that is not accessible in the
3 person's current location; and

4 (b) "Reasonable accommodation" means a change, exception, or adjustment to
5 a rule, policy, practice, or service that may be necessary for a person with a
6 disability to have an equal opportunity to use and enjoy a dwelling.

7 (2) A medically fragile tenant may terminate a residential lease or rental agreement
8 by providing the landlord with:

9 (a) Written notice of termination effective on a date stated in the notice that is
10 at least thirty (30) days after the landlord's receipt of the notice; and

11 (b) A copy of the medical documentation from a qualified medical professional
12 establishing the need for the termination due to a health emergency.

13 (3) Upon termination of the lease or rental agreement under this section, the
14 medically fragile tenant shall be liable only for the rent due under the lease or
15 rental agreement prorated to the effective date of termination. The prorated rent
16 shall be payable at the time that would have been required under the terms of the
17 lease or rental agreement.

18 (4) The medically fragile tenant whose lease or rental agreement is terminated under
19 this section shall not:

20 (a) Receive a negative credit entry or character reference from the landlord;

21 (b) Be liable for any other rent or fees resulting from the termination; or

22 (c) Be liable for any damages or subject to penalties if a lease or rental
23 agreement is terminated under this section fourteen (14) or more days prior
24 to occupancy by the medically fragile tenant.

25 (5) Notwithstanding the termination of a lease or rental agreement by a medically
26 fragile tenant under this section, the lease or rental agreement shall continue to
27 be in effect for any remaining parties residing in the dwelling unit under the

1 terms of the lease or rental agreement.

2 (6) A landlord shall be immune from civil liability if he or she acts in good faith in
3 accordance with this section.

4 ➔SECTION 2. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
5 READ AS FOLLOWS:

6 (1) As used in this section, "covered tenant" means a residential rental or leased
7 housing tenant who is:

8 (a) Sixty (60) years of age or older; or

9 (b) A person with a disability as defined in 42 U.S.C. sec. 12102.

10 (2) (a) Notwithstanding any provision in a lease or rental agreement to the
11 contrary, a covered tenant may terminate the lease or rental agreement
12 upon the death of his or her spouse or cotenant by providing the landlord
13 with:

14 1. Written notice of termination to be effective on a date stated in the
15 notice that is at least sixty (60) days after the landlord's receipt of the
16 notice; and

17 2. A copy of the certificate of death or written notice of the death from a
18 qualified medical professional.

19 (b) The written notice of termination shall be sent within three (3) months after
20 the death of the spouse or cotenant.

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

23 (1) As used in this section:

24 (a) "Lead-hazard," "lead-hazard risk assessment," and "lead-hazard risk
25 assessor" have the same meaning as in 902 KAR 48:010; and

26 (b) "Lead-hazard abatement" has the same meaning as in KRS 211.9061.

27 (2) A residential tenant may terminate a lease or rental agreement if a lead-hazard

1 risk assessor has identified a lead-hazard during a lead-hazard risk assessment
2 and the landlord has failed to provide lead-hazard abatement services within a
3 reasonable time.

4 (3) Upon termination of a lease or rental agreement under this section, the released
5 tenant shall not be liable for any other rent or fees due solely to the early
6 termination of the tenancy.

7 ➔Section 4. Sections 1 to 3 of this Act shall apply only to leases or rental
8 agreements entered into or renewed on or after the effective date of this Act.