

More Reasons Why the Uniform Residential Landlord Tenant Act (URLTA) is Good for Kentucky

Adopting URLTA statewide (introduced as HB368 in the 2015 Regular Session) will protect tenants and landlords across Kentucky.

In communities where URLTA has not been adopted (96.01% of Kentucky), there is no basic habitability standard for housing.

Under URLTA (KRS 383.595) very basic habitability standards are established for landlords: “(a) Comply with the requirements of applicable building and housing codes materially affecting health and safety; (b) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition; (c) Keep all common areas of the premises in a clean and safe condition; (d) 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 him; and (e) Supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1 except where 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 supplied by a direct public utility connection.” In the 1983 *Miles v. Shauntee* decision, the Kentucky Supreme Court found that under Kentucky Common law “It has been a long standing rule in Kentucky that a tenant takes the premises as he finds them. ***The landlord need not exercise even ordinary care to furnish reasonably safe premises, and he is not generally liable for injuries caused by defects therein.***”

Kentucky and Arkansas are the only two states that do not establish habitability standards for housing statewide.

There is a need for equal protection under the law for ALL Kentucky landlords and tenants. The lack of uniformity creates a business burden for landlords working in multiple jurisdictions.

Despite the act’s intent, there is nothing “uniform” in URLTA as implemented in Kentucky, even though its purpose as identified in KRS 383.505 (2)(b) is “To make uniform the law with respect to the subject of KRS 383.505 to 383.715 among those states which enact it.” When originally drafted by the The National Conference of Commissioners on Uniform State Laws in 1973, the Conference was clear that landlord-tenant law is an area of law where uniformity is both desirable and practicable, particularly to accommodate and ease inter-state movement. As observed in the legal analysis of the Kentucky Uniform Residential Landlord Tenant Act published in the Northern Kentucky Law Review (v. 39, no. 1 by Cara Stewart and Ryan Smither), “it is a stronger argument that intrastate movers should not be burdened with conflicting landlord-tenant laws when there is no articulable reason for non-uniformity.” They observe that tenants and landlords face different legal standards jurisdiction to jurisdiction across the state, even within counties. “The lack of uniformity in Kentucky’s landlord-tenant law has provided significant consternation among judges, attorneys, property management companies, landlords, and tenants because the law is applied differently based solely on where the residential property is located.” **Only 3.99% of Kentucky is currently covered by URLTA.**

***Sign an online petition to support URLTA at <http://www.ipetitions.com/petition/hb-368>
For more information, go to www.hhck.org/healthyhomes or email kyhealthyhomes@gmail.com***

Enact URLTA Statewide to Make Rental Law Equal & Fair for ALL Kentuckians!

The US Army supports URLTA as a protection for troops.

The Fort Knox Legal Assistance Office alerts troops about the lack of protections available for renters in most of Kentucky. As observed in the Ft. Knox Landlord-Tenant FAQs from the Legal Assistance Office (http://www.knox.army.mil/garrison/supportoffices/sja/docs/papers/legal/ky_ll_tenant.pdf), “Kentucky’s landlord-tenant law can vary significantly depending on the city or county where the rental unit is located. Some cities and counties have adopted the Uniform Residential Landlord and Tenant Act (URLTA) which provides greater protections for tenants. Unfortunately, the cities and counties surrounding Fort Knox, with the exception of Louisville-Jefferson County, have not adopted URLTA.” The legal assistance office encourages soldiers to ask for URLTA terms to be included in leases in non-URLTA communities. “[You] can always try to negotiate the terms with the landlord before you sign the lease. For instance, you could ask that the terms state that ‘both parties agree to be bound by the Uniform Residential Landlord and Tenant Act, KRS §§ 383.500 – 383.715.’ **Active military members in Kentucky would be better served by standardized lease and security deposit practices, enhanced notice for landlord entry, and basic habitability standards for housing.**

The lack of uniformity creates a burden for the courts.

Ruling on landlord-tenant legal disputes, especially in jurisdictions where both URLTA and non-URLTA communities are present requires a detailed understanding concerning the differences between URLTA and common law, which are significant when it comes to basic issues such as notice requirements, security deposits, the tenant’s right to cure, and a host of other issues. Thus the Administrative Office of Courts is unable to create forms or adopt rules and procedures to efficiently and effectively resolve landlord-tenant disputes. **This increases court costs and taxpayer burdens for common legal proceedings throughout the state.**

URLTA benefits responsible landlords.

Among the benefits URLTA provides to landlords:

1. It clearly defines tenant responsibilities to maintain unit, pay rent on time, and adhere to health, safety and behavioral guidelines.
2. Landlords have the right to collect for damages rendered due to the tenants noncompliance with the lease.
3. Landlords have the right to legal action if the tenant refuses to move out after being given the required notice and failing to rectify any issues.
4. Under URLTA, eviction is standardized, quick, and legally defensible. Under URLTA, eviction for non compliance with lease terms requires 14 days written notice before taking legal action and 7 days notice for non payment of rent.

Join the Healthy Homes Coalition at www.hhck.org/healthyhomes to support expansion of URLTA protections accross the Commonwealth!

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