

State Adoption of URLTA Provisions

Provisions of URLTA	Adopted with Additions	Adopted Same / Similar	Limited Adoption	Did Not Adopt	Comments
§ 2.104. [Landlord to Maintain Premises] (a) A landlord shall:					
(1) Comply with the requirements of applicable building and housing codes materially affecting health and safety;	5	18	7	14	Often Added health code and Limited to substantially comply or not tenant's fault.
2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;	0	19	11	14	Often Limited to reasonably habitable or dropped habitable.
(3) Keep all common areas of the premises in a clean and safe condition;	1	19	10	14	Often Limited to reasonably clean or dropped clean.
(4) 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;	0	23	8	13	Often Limited to reasonably good and safe working order or condition or tenant is not negligent.
(5) 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; and	0	15	9	20	Often Limited to exempts one to three unit buildings or single-family unit.
(6) 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.	0	28	3	13	Sometimes Limited to heat not water.

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<p>(b) If the duty imposed by paragraph (1) of subsection (a) is greater than any duty imposed by any other paragraph of that subsection, the landlord's duty shall be determined by reference to paragraph (1) of subsection (a).</p>	0	16	1	27	
<p>(c) The landlord and tenant of a single family residence may agree in writing that the tenant perform the landlord's duties specified in paragraphs (5) and (6) of subsection (a) and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith.</p>	0	14	6	24	Often Limited by changing number of units or dropping good faith requirement.
<p>(d) The landlord and tenant of any dwelling unit other than a single family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if</p> <p>(1) The agreement of the parties is entered into in good faith and is set forth in a separate writing signed by the parties and supported by adequate consideration;</p> <p>(2) The work is not necessary to cure noncompliance with subsection (a)(1) of this section; and</p> <p>(3) The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.</p> <p>(e) The landlord may not treat performance of the separate agreement described in subsection (d) as a condition to any obligation or performance of any rental agreement.</p>	0	12	8	24	Often Limited by providing more flexibility for landlord and tenant to agree.

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§ 3.101. [Tenant to Maintain Dwelling Unit] A tenant shall:					
(1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;	8	16	1	19	Often Added health code.
(2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;	1	22	5	14	Often Limited to reasonably clean and safe.
(3) Dispose from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;	0	28	2	14	Often Limited to reasonably clean and safe.
(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;	0	26	1	17	
(5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises;	0	28	0	16	
(6) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so; and	3	23	4	14	Sometimes Added all damage not just negligent or deliberate. Sometimes Limited to wanton or willful.
(7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.	2	20	3	19	Sometimes Added serious nuisance. Sometimes Limited to unreasonable disturbance.