

Bill No. SB 636

Barcode 840768

CHAMBER ACTION

Senate

House

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The Committee on Judiciary (Aronberg) recommended the following **amendment to amendment** (351466):

Senate Amendment (with title amendment)

On page 2, line 14, through
page 3, line 7, delete those lines

and insert:

(d) Treat the rental agreement as terminated and collect liquidated damages. The term liquidated damages includes all fees or charges imposed upon a tenant for early termination of a rental agreement. The tenant remains liable for fees for services actually rendered, unpaid rent while the tenant occupies the dwelling unit, and damages to the dwelling unit until the tenant surrenders possession of the dwelling unit to the landlord. The liquidated damages may not exceed the lesser of an amount equivalent to:

- 1. Eighty-five percent of one months rent; or
- 2. The remaining balance of rent due under the written lease agreement.

(2) If the landlord retakes possession of the dwelling

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1 unit for the account of the tenant under paragraph (1)(b), the
 2 landlord has a duty to exercise good faith in attempting to
 3 relet the premises, and any rent ~~rentals~~ received by the
 4 landlord as a result of the reletting shall be deducted from
 5 the balance of rent due from the tenant. For purposes of this
 6 section, "good faith in attempting to relet the premises"
 7 means that the landlord shall use at least the same efforts to
 8 relet the premises as were used in the initial rental or at
 9 least the same efforts as the landlord uses in attempting to
 10 rent ~~lease~~ other similar rental units but does not require the
 11 landlord to give a preference in leasing the premises over
 12 other vacant dwelling units that the landlord owns or has the
 13 responsibility to rent.

14 Section 3. This act shall take effect upon becoming a
 15 law.

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18 ===== T I T L E A M E N D M E N T =====

19 And the title is amended as follows:

20 On page 4, lines 8-16, delete those lines

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22 and insert:

23 landlord to terminate a rental agreement while
 24 the tenant remains liable for certain fees,
 25 unpaid rent, and damages for breach of the
 26 rental agreement; providing a limit on
 27 liquidated damages; providing an effective

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