

HB1118\_L.031

SENATE COMMITTEE OF REFERENCE AMENDMENT

Committee on Business, Labor, & Technology.

HB19-1118 be amended as follows:

1 Amend reengrossed bill, page 2, strike line 3 and substitute "(1)(d) as  
2 follows:"

3 Page 2, line 6, after "(d)" insert "(I)".

4 Page 2, line 9, strike "~~three~~ TEN" and substitute "three".

5 Page 2, strike lines 11 through 13, and substitute "of the rent PURSUANT  
6 TO SUBSECTION (1)(d)(II) OF THIS SECTION or the possession of the  
7 premises."

8 Page 2, line 14, strike "SECTION."

9 Page 2, after line 19 insert:

10 "(II) (A) EXCEPT FOR A SECOND OR SUBSEQUENT DEFAULT IN THE  
11 PAYMENT OF RENT PURSUANT TO THE RESIDENTIAL AGREEMENT UNDER  
12 WHICH THE TENANT HOLDS WITHIN SIX MONTHS OF A PREVIOUS VIOLATION  
13 OF THE SAME AGREEMENT, THE NOTICE REQUIRED BY THIS SUBSECTION  
14 (1)(d) MUST ALLOW A TENANT THE OPPORTUNITY TO CURE ANY DEFAULT  
15 IN THE PAYMENT OF RENT WITHIN FOURTEEN DAYS AFTER THE NOTICE OR  
16 BY THE DATE AT WHICH AN ANSWER IS DUE PURSUANT TO SECTION  
17 13-40-113 IN AN ACTION ARISING FROM THE DEFAULT IN THE PAYMENT OF  
18 RENT, WHICHEVER IS SOONER. NOTHING IN THIS SUBSECTION (1)(d)(II)  
19 PROHIBITS A LANDLORD FROM INITIATING AN ACTION PURSUANT TO THIS  
20 ARTICLE 40 FOLLOWING THE EXPIRATION OF THE THREE DAYS' NOTICE  
21 PERIOD DESCRIBED IN SUBSECTION (1)(d)(I) OF THIS SECTION. FOR A  
22 SECOND OR SUBSEQUENT DEFAULT IN THE PAYMENT OF RENT PURSUANT  
23 TO THE AGREEMENT UNDER WHICH THE TENANT HOLDS WITHIN SIX  
24 MONTHS OF A PREVIOUS VIOLATION OF THE SAME AGREEMENT, THE NOTICE  
25 REQUIRED BY THIS SUBSECTION (1)(d) MAY REQUIRE PAYMENT WITHIN  
26 THREE DAYS. THIS SUBSECTION (1)(d)(II) DOES NOT APPLY TO A DEFAULT  
27 IN THE PAYMENT OF RENT FOR A NONRESIDENTIAL AGREEMENT.

28 (B) A LANDLORD OR ANY OTHER PERSON SHALL NOT USE AN  
29 ACTION BROUGHT BY A LANDLORD PURSUANT TO THIS ARTICLE 40 AS THE  
30 SOLE BASIS TO MAKE HOUSING UNAVAILABLE TO THE TENANT OR TAKE  
31 ANY OTHER ADVERSE CREDIT ACTION AGAINST THE TENANT IF THE TENANT  
32 CURES THE LEASE VIOLATION SO THAT THERE IS NO JUDGMENT FOR  
33 POSSESSION IN FAVOR OF THE LANDLORD IN THE ACTION."

34 Page 2, strike lines 20 through 22.

35 Page 3, strike lines 1 through 23.

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