

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 462, As Amended

BY JUDICIARY, RULES AND ADMINISTRATION COMMITTEE

AN ACT

1 RELATING TO FORCIBLE ENTRY AND UNLAWFUL DETAINER; AMENDING CHAPTER 3, TI-
2 TLE 6, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 6-303A, IDAHO CODE,
3 TO PROVIDE A CERTAIN REQUIREMENT FOR A LANDLORD; AND AMENDING SECTION
4 6-321, IDAHO CODE, TO PROVIDE A CERTAIN REQUIREMENT FOR A SECURITY DE-
5 POSIT AND TO MAKE TECHNICAL CORRECTIONS.
6

7 Be It Enacted by the Legislature of the State of Idaho:

8 SECTION 1. That Chapter 3, Title 6, Idaho Code, be, and the same is
9 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
10 ignated as Section 6-303A, Idaho Code, and to read as follows:

11 6-303A. WALK THROUGH REQUIREMENT FOR A LANDLORD. Each tenant shall,
12 at the tenant's request, be allowed to perform a walk through inspection of
13 the premises with the landlord or the landlord's agent upon move-in and move-
14 out to document the condition of the rental unit, and a copy of such documen-
15 tation shall be given to the tenant. If requested, such walk through upon
16 move-out shall be conducted before the last day on the termination notice or
17 pursuant to the lease or rental agreement. A walk through shall be required
18 prior to assessing any fees or damages to the tenant and prior to taking any
19 deductions from security deposits upon move-out and termination of the ten-
20 ancy; provided however, that if a tenant does not request a walk through upon
21 move-out or if a tenant requests a walk through upon move-out and fails to ap-
22 pear, a landlord may take any deductions from the security deposit and assess
23 any fees or damages to the tenant as allowed by contract or applicable law.

24 SECTION 2. That Section 6-321, Idaho Code, be, and the same is hereby
25 amended to read as follows:

26 6-321. SECURITY DEPOSITS. Amounts deposited by a tenant with a land-
27 lord for any purpose other than the payment of rent shall be deemed security
28 deposits. Upon termination of a lease or rental agreement and surrender of
29 the premises by the tenant, all amounts held by the landlord as a security de-
30 posit shall be refunded to the tenant, except amounts necessary to cover the
31 contingencies specified in the deposit arrangement. The landlord shall pro-
32 vide an itemized receipt of charges for any repair or cleaning service above
33 normal wear and tear. The landlord shall not retain any part of a security
34 deposit to cover normal wear and tear. "Normal wear and tear" means that de-
35 terioration ~~which~~ that occurs based upon the use for which the rental unit is
36 intended and without negligence, carelessness, accident, or misuse or abuse
37 of the premises or contents by the tenant or members of his household, or
38 their invitees or guests.

39 Refunds shall be made within twenty-one (21) days if no time is fixed by
40 agreement, and, in any event, within thirty (30) days after surrender of the

1 premises by the tenant. Any refunds in an amount less than the full amount
2 deposited by the tenant shall be accompanied by a signed statement itemizing
3 the amounts lawfully retained by the landlord, the purpose for the amounts
4 retained, and a detailed list of expenditures made from the deposit.

5 If security deposits have been made as to a particular rental or lease
6 property, and the property changes ownership during a tenancy, the new owner
7 shall be liable for refund of the deposits.