

February 11, 1974

PRESIDENT: Now, is there any further discussion of the amendments here on page 152 of the Journal. Any further discussion. Senator Nore, we are discussing amendments on page 512.

SENATOR NORE: I'd like to find out from someone, Mr. President, what brought on this particular piece of legislation. What brought on these problems. Senator Cavanaugh explain this.

PRESIDENT: Well, I'm going to rule your inquiry out of order at this time because we are speaking now, Senator Nore only on the amendment by Senator Goodrich. And then when we get back to the text of the bill then you can ask the question. Senator Schmit for what purpose do you rise.

SENATOR SCHMIT: Mr. President and members of the Legislature. I'd like to ask Senator Goodrich to explain his amendments.

PRESIDENT: Senator Goodrich please explain your amendment then.

SENATOR GOODRICH: Fine, I'll be glad to. There are 10 of them. The first one just strikes the word district out of line 21 on page 4, because of the fact that we removed district court in the first part of this section and consequently we should remove it in both places where it shows up in the section. The second one relates to the tenant request for refunds on a security deposit and it sets up that the tenant shall request those that refund within 15 days from the time he leaves the apartment or house or whatever he's leaving from and that he shall furnish the landlord an address where the refund can be forwarded to. Sometimes they move out and just plain disappear and you can't even find them to give them a refund. So that one in essence says that tenants shall give the landlord an address to forward it to him and that the landlord shall furnish the statement breaking down what he has coming. The tenant has coming. Number three deals with liability on the part of the landlord. And it says in essence that the bill provides that if, for example, there is a defect in the apartment or the house that does not bring the house up to minimum standards that the tenant shall

(End Belt #7)

(Start Belt #8)

give notice, written notice to the landlord to the affect that that defect does exist. This is designed so that the landlord doesn't have to go in there any more frequently than the tenant wants him to go in there for periodic inspections. If the tenant.. if there is a defect in there the landlord does not know about then the tenant puts the landlord on notice in writing, and then the landlord is liable for that problem. Number four is just a technical amendment striking a word. Number five is..deals with a tenant working for the landlord. If, for example, you have a tenant that you want to hire to maintain, say the hallways or you want to hire this tenant to cut the grass it says in essence that you shall agree with your tenant in a separate written statement to the affect that this is not an amendment to the lease itself. This is a separate agreement. Number six is a technical amendment. In striking..we struck section 29 of the bill and