

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 462

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 CERTAIN REQUIREMENTS 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. REQUIREMENTS FOR A LANDLORD. (1) Each tenant shall, at his re-
12 quest, be allowed to perform a walk through inspection of the premises with
13 the landlord or his agent upon move-in and move-out to document the condi-
14 tion of the rental unit, and a copy of such documentation shall be given to
15 the tenant. Such walk through upon move-out shall be conducted within forty-
16 eight (48) hours of the day of the move-out. Such walk through shall be re-
17 quired prior to assessing any fees or damages to the tenant and prior to tak-
18 ing any deductions from security deposits upon move-out and termination of
19 the tenancy.

20 (2) For any lease entered into on and after July 1, 2020, a landlord may
21 charge a tenant a late fee for late payment of rent in the amount of no more
22 than two (2) days of prorated rent for one (1) month and not to exceed sev-
23 enty-five dollars (\$75.00), whichever amount is less.

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. Prior to the refund of
32 any security deposit, the landlord shall provide an itemized invoice to the
33 tenant for any repair or cleaning service above normal wear and tear. The
34 landlord shall not retain any part of a security deposit to cover normal wear
35 and tear. "Normal wear and tear" means that deterioration ~~which that~~ occurs
36 based upon the use for which the rental unit is intended and without negli-
37 gence, carelessness, accident, or misuse or abuse of the premises or con-
38 tents by the tenant or members of his household, or 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.