

HOUSE BILL 140

date. J. G. Larson
Robert H. Merson

J.A. Larson Robert H. Menden

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Second House
To Com No. _____
Stand Report Do Amd Not
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3rd Reading Amd Pass Fail

1979

STATE OF WYOMING

79LSO-229/SUB
NOT ADOPTED

HOUSE BILL NO. 140A

Landlord and Tenant Act.

Sponsored by: Representative LARSON

A BILL

for

1 AN ACT to create W.S. 34-22-101 through 34-22-413 relating
2 to a residential landlord and tenant act; providing rights
3 and duties of landlords and tenants; providing defini-
4 tions; providing certain terms and conditions in lease
5 agreements; providing remedies; providing for liens; pro-
6 viding for severability; and providing for an effective
7 date.

8 Be It Enacted by the Legislature of the State of Wyoming:

9 Section 1. W.S. 34-22-101 through 34-22-413 are
10 created to read:

11 CHAPTER 22

1 WYOMING LANDLORD AND TENANT ACT

2 ARTICLE 1

3 GENERALLY

4 34-22-101. Short title. This act shall be cited as
5 the "Wyoming Landlord and Tenant Act".

6 34-22-102. General definitions.

7 (a) As used in this act:

8 (i) "Abandonment" means when the lessee leaves
9 the premises with the avowed intention not to pay rent.
10 The unexplained absence from the premises for thirty (30)
11 days or more without payment of rent as due is prima facie
12 evidence of abandonment;

13 (ii) "Action" means recoupment, counterclaim,
14 setoff, suit in equity and any other proceeding in which
15 rights are determined including an action for possession;

16 (iii) "Building and housing codes" means any
17 law or governmental regulation concerning fitness for
18 habitation, or construction, maintenance, operation, occu-
19 pancy, use or appearance of any premises or dwelling unit;

1 (iv) "Dwelling unit" means a structure,
2 including a mobile home, that is used as a home, residence
3 or sleeping place by one (1) person who maintains a house-
4 hold or by two (2) or more persons who maintain a common
5 household;

6 (v) "Good faith" means honesty in fact in the
7 conduct of the transaction concerned;

8 (vi) "Landlord" means the owner, lessor or
9 sublessor of the dwelling unit or the building of which it
10 is a part, and it also means a manager of the premises who
11 fails to disclose as required by W.S. 34-22-202;

12 (vii) "Organization" includes a corporation,
13 government, governmental subdivision or agency, business
14 trust, estate, trust, partnership or association, two (2)
15 or more persons having a joint or common interest and any
16 other legal or commercial entity;

17 (viii) "Owner" means one (1) or more persons,
18 jointly or severally, in whom is vested all or part of the
19 legal title to property or all or part of the beneficial
20 ownership and a right to present use and enjoyment of the
21 premises and the term includes a mortgagee in possession;

22 (ix) "Premises" means a dwelling unit, includ-

1 ing the structure of which it is a part and their facili-
2 ties and appurtenances and grounds, areas and facilities
3 held out for the use of tenants generally or whose use is
4 promised to the tenant;

5 (x) "Rent" means the periodic payment of money
6 or other consideration for occupancy to be made to the
7 landlord under the rental agreement;

8 (xi) "Rental agreement" means all agreements,
9 written or oral, and rules and regulations adopted under
10 W.S. 34-22-302 embodying terms and conditions concerning
11 the use and occupancy of a dwelling unit and premises;

12 (xii) "Roomer" means a person occupying a
13 dwelling unit that lacks a major bathroom or kitchen
14 facility, in a structure where one (1) or more major
15 facilities are used in common by occupants of the dwelling
16 unit and other dwelling units. Major facility in the case
17 of a bathroom means toilet, and either a bath or shower,
18 and in the case of a kitchen means refrigerator, stove and
19 sink;

20 (xiii) "Single family residence" means a
21 structure, or mobile home, used as a single dwelling unit.
22 Even though a dwelling unit shares one (1) or more walls
23 with another dwelling unit, it is a single family resi-

1 dence if it has direct access to a street or thoroughfare
2 and shares neither heating facilities, hot water equipment
3 nor any other essential facility or service with any other
4 dwelling unit;

5 (xiv) "Surrender" means a mutual agreement
6 between landlord and tenant that the rental agreement is
7 terminated;

8 (xv) "Tenant" means a person entitled under a
9 rental agreement to occupy a dwelling unit to the exclu-
10 sion of others;

11 (xvi) "This act" means W.S. 34-22-101 through
12 34-22-413.

13 34-22-103. Applicability. This act applies to resi-
14 dential landlord tenant relations only.

15 34-22-104. Administration of remedies; enforcement.

16 (a) This act provides remedies which shall be admin-
17 istered so the aggrieved party may recover appropriate
18 damages. The aggrieved party has a duty to mitigate dam-
19 ages.

20 (b) Any right or obligation declared by this act is
21 enforceable by an action unless the provision declaring it

1 specifies a different and limited effect.

2 34-22-105. Settlement of disputed claim or right. A
3 claim or right arising under this act or on a rental
4 agreement, if disputed in good faith, may be settled by
5 agreement.

6 34-22-106. Exclusions from application of act.

7 (a) Unless created to avoid the application of this
8 act, the following arrangements are not governed by this
9 act:

10 (i) Residence at an institution, public or
11 private, if incidental to detention or the provision of
12 medical, geriatric, educational, counseling, religious or
13 similar service;

14 (ii) Occupancy under a contract of sale of a
15 dwelling unit or the property of which it is a part, if
16 the occupant is the purchaser or a person who succeeds to
17 his interest;

18 (iii) Occupancy by a member of a fraternal or
19 social organization in the portion of a structure operated
20 for the benefit of the organization;

21 (iv) Transient occupancy in a hotel or motel

1 or lodgings subject to Wyoming transient lodging or room
2 occupancy excise tax laws;

3 (v) Occupancy by an employee of a landlord
4 whose right to occupancy is conditional upon employment in
5 and about the premises;

6 (vi) Occupancy by an owner of a condominium
7 unit or a holder of a proprietary lease in a cooperative;
8 and

9 (vii) Occupancy under a rental agreement
10 covering premises used by the occupant primarily for agri-
11 cultural purposes.

12 34-22-107. Jurisdiction and service of process. The
13 justice or county courts of this state may exercise juris-
14 diction over any landlord's conduct or to any claim aris-
15 ing from a transaction subject to this act. Service of
16 process on a landlord may be perfected in a civil action
17 or proceeding pursuant to the Wyoming Rules of Civil
18 Procedure.

19 34-22-108. Notice.

20 (a) A person has notice of a fact if:

21 (i) He has actual knowledge of it;

1 (ii) In the case of a landlord, it is deliv-
2 ered at the place of business of the landlord through
3 which the rental agreement was made; or

4 (iii) In the case of a landlord or tenant, it
5 is delivered in hand to the landlord or tenant or sent by
6 registered or certified mail to him at the place held out
7 by him as the place for receipt of the communication or,
8 in the absence of this designation, to his last known
9 address.

10 (b) Notice received by an organization is effective
11 for a particular transaction from the time it is brought
12 to the attention of the individual conducting that trans-
13 action and, in any event, from the time it would have been
14 brought to his attention if the organization had exercised
15 reasonable diligence.

16 34-22-109. Terms and conditions of rental agreement.

17 (a) The landlord and tenant may include in a rental
18 agreement, written or oral, terms and conditions not pro-
19 hibited by this act or other rule of law including rent,
20 terms of the agreement, and other provisions governing the
21 rights and obligations of the parties.

1 (b) In absence of agreement, the tenant shall pay as
2 rent the fair rental value for the use and occupancy of
3 the dwelling unit.

4 (c) Rent shall be payable without demand or notice
5 at the time and place agreed upon by the parties. Unless
6 otherwise agreed:

7 (i) Rent is payable at the place of business
8 of the landlord and periodic rent is payable at the begin-
9 ning of any term of one (1) month or less in equal monthly
10 installments at the beginning of each month; and

11 (ii) Rent shall be uniformly apportionable
12 from day-to-day. For computation purposes, each daily
13 rent shall be considered as one-thirtieth (1/30) of the
14 monthly rent agreed upon.

15 (d) Unless the rental agreement fixes a definite
16 term, the tenancy shall be week-to-week in case of a
17 roomer who pays weekly rent, and in all other cases
18 month-to-month.

19 34-22-110. Prohibited provisions in rental agree-
20 ments.

21 (a) No rental agreement may provide that the tenant:

1 (i) Agrees to waive or to forego rights or
2 remedies under this act;

3 (ii) Authorizes any person to confess judgment
4 on a claim arising out of the rental agreement; or

5 (iii) Agrees to any limitation of liability
6 for the negligence of the landlord arising under law or to
7 indemnify the landlord for that liability or connected
8 costs.

9 (b) A provision prohibited by subsection (a) of this
10 section included in a rental agreement is unenforceable.

11 34-22-111. Effect of unsigned or undelivered rental
12 agreement.

13 (a) If the landlord does not sign and deliver a
14 written rental agreement signed and delivered to him by
15 the tenant, acceptance of rent without reservation by the
16 landlord gives the rental agreement the same effect as if
17 it had been signed and delivered by the landlord.

18 (b) If the tenant does not sign and deliver a writ-
19 ten rental agreement signed and delivered to him by the
20 landlord, acceptance of possession and payment of rent
21 without reservation gives the rental agreement the same
22 effect as if it had been signed and delivered by the

1 effect as if it had been signed and delivered by the
2 tenant.

3 (c) If a rental agreement given effect by the oper-
4 ation of this section provides for a term longer than one
5 (1) year, it is effective for only one (1) year.

6 ARTICLE 2

7 LANDLORD OBLIGATIONS

8 34-22-201. Security deposits; prepaid rent.

9 (a) Upon termination of the tenancy, property or
10 money held by the landlord as prepaid rent or security may
11 be applied to the payment of accrued rent and the amount
12 of damages which the landlord has suffered by reason of
13 the tenant's noncompliance with W.S. 34-22-301 as itemized
14 by the landlord in a written notice delivered to the
15 tenant together with the remaining refund due not later
16 than seven (7) days after termination of the tenancy and
17 delivery of possession or demand by the tenant.

18 (b) If the landlord fails to comply with subsection
19 (b) of this section the tenant may recover the property
20 and money due him together with damages in an amount equal
21 to the amount wrongfully withheld and reasonable
22 attorney's fees.

1 (c) This section does not preclude the landlord or
2 tenant from recovering other damages to which he may be
3 entitled under this act.

4 (d) The holder of the landlord's interest in the
5 premises at the time of the termination of the tenancy is
6 bound by this section.

7 34-22-202. Disclosure.

8 (a) The landlord or any person authorized to enter
9 into a rental agreement on his behalf shall disclose to
10 the tenant in writing at or before the commencement of the
11 tenancy the name and address of:

12 (i) The person authorized to manage the prem-
13 ises; and

14 (ii) An owner of the premises or a person
15 authorized to act on behalf of the owner for the purpose
16 of service of process and receiving and receipting for
17 rent, notices and demands.

18 (b) The information required to be furnished by this
19 section shall be kept current and is enforceable against
20 any successor landlord, owner or manager.

21 (c) *A person who fails to comply with W.S.*

1 34-22-202(a) becomes an agent of each person who is a
2 landlord for the purpose of:

3 (i) Service of process and receiving and
4 receipting for rent, notices and demands; and

5 (ii) Performing the obligations of the land-
6 lord under this act, under the rental agreement and for
7 receiving all rent collected from the premises.

8 34-22-203. Landlord to supply possession of dwelling
9 unit. At the commencement of the term the landlord shall
10 deliver possession of the premises to the tenant in
11 compliance with the rental agreement and W.S. 34-22-204.
12 The landlord may bring an action for possession against
13 any person wrongfully in possession and may recover the
14 damages provided in W.S. 34-22-415(c).

15 34-22-204. Landlord to maintain fit premises.

16 (a) The landlord shall, unless otherwise provided in
17 the rental agreement:

18 (i) Comply with the requirements of applicable
19 building and housing codes materially affecting health and
20 safety;

21 (ii) Make all repairs and do whatever is

1 (ii) Make all repairs and do whatever is
2 necessary to keep the premises in a fit and habitable
3 condition;

4 (iii) Keep all common areas of the premises in
5 a clean and safe condition;

6 (iv) Maintain in good and safe working order
7 and condition all electrical, plumbing, sanitary, heating,
8 ventilating, air conditioning and other facilities and
9 appliances, including elevators, supplied or required to
10 be supplied by him;

11 (v) Provide and maintain appropriate recep-
12 tacles and conveniences for the removal from the premises
13 of ashes, garbage, rubbish and other waste incidental to
14 the occupancy of the dwelling unit and arrange for their
15 removal; and

16 (vi) Supply running water and reasonable
17 amounts of hot water at all times and reasonable heat
18 except where the building that includes the dwelling unit
19 is not required by law to be equipped for that purpose, or
20 the dwelling unit is so constructed that heat or hot water
21 is generated by an installation within the exclusive con-
22 trol of the tenant and supplied by a direct public utility
23 connection.

1 (b) If the duty imposed by W.S. 34-22-204(a)(i) is
2 greater than any duty imposed by any other paragraph of
3 this subsection, the landlord's duty shall be determined
4 by reference to the paragraph.

5 (c) The landlord and tenant may agree in writing
6 that the tenant perform the landlord's duties specified in
7 W.S. 34-22-204(a) and also specified repairs, maintenance
8 tasks, alterations and remodeling but only if the trans-
9 action is entered into in good faith.

10 34-22-205. Limitation of liability.

11 (a) Unless otherwise agreed, a landlord who conveys
12 premises that include a dwelling unit subject to a rental
13 agreement in a good faith sale to a bona fide purchaser is
14 relieved of liability under the rental agreement and this
15 act as to events occurring subsequent to written notice to
16 the tenant of the conveyance. In this event, the landlord
17 remains liable to the tenant for any property and money to
18 which the tenant is entitled under W.S. 34-22-201.

19 (b) Unless otherwise agreed, a manager of premises
20 that include a dwelling unit is relieved of liability
21 under the rental agreement and this act as to events
22 occurring after notice to the tenant of the termination of
23 his management.

1 ARTICLE 3

2 TENANT OBLIGATIONS

3 34-22-301. Tenant to maintain dwelling unit.

4 (a) The tenant, unless otherwise provided in the
5 rental agreement shall:

6 (i) Comply with all obligations primarily
7 imposed upon tenants by applicable provisions of building
8 and housing codes materially affecting health and safety;

9 (ii) Keep that part of the premises that he
10 occupies and uses as clean and safe as the condition of
11 the premises permit;

12 (iii) Dispose from his dwelling unit all
13 ashes, rubbish, garbage and other waste in a clean and
14 safe manner;

15 (iv) Keep all plumbing fixtures in the dwell-
16 ing unit or used by the tenant as clean as their condition
17 permits;

18 (v) Use in a reasonable manner all electrical,
19 plumbing, sanitary, heating, ventilating, air conditioning
20 and other facilities and appliances including elevators in

1 the premises;

2 (vi) Not deliberately or negligently destroy,
3 deface, damage, impair or remove any part of the premises
4 or knowingly permit any person to do so; and

5 (vii) Conduct himself and require other per-
6 sons on the premises with his consent to conduct them-
7 selves in a manner that will not disturb his neighbors'
8 peaceful enjoyment of the premises, or violate any of the
9 laws of the state or its political subdivisions.

10 34-22-302. Rules and regulations.

11 (a) A landlord may adopt written rules or regula-
12 tions concerning the tenant's use and occupancy of the
13 premises. They are enforceable against the tenant only
14 if:

15 (i) Their purpose is to promote the conven-
16 ience, safety or welfare of the persons in the premises,
17 preserve the landlord's property from abusive use or make
18 a fair distribution of services and facilities held out
19 for the tenants generally;

20 (ii) They are reasonably related to the pur-
21 pose for which they are adopted;

1 (iii) They apply to all tenants in the prem-
2 ises in a fair manner;

3 (iv) They are sufficiently explicit their pro-
4 hibition, direction or limitation of the tenant's conduct
5 to fairly inform him of what he shall or shall not do to
6 comply;

7 (v) They are not for the purpose of evading
8 the obligations of the landlord; and

9 (vi) The tenant has notice of them at the time
10 he enters the rental agreement.

11 (b) If a rule or regulation is adopted after the
12 tenant enters into the rental agreement that works as a
13 substantial modification of his bargain, it is not valid
14 unless the tenant consents to it in writing.

15 34-22-303. Access.

16 (a) The tenant shall not unreasonably withhold con-
17 sent to the landlord to enter into the dwelling unit in
18 order to inspect the premises, make necessary or agreed
19 repairs, decorations, alterations or improvements, supply
20 necessary or agreed services or exhibit the dwelling unit
21 to prospective or actual purchasers, mortgagees, tenants,
22 workmen or contractors.

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1 (b) The landlord may enter the dwelling unit without
2 consent of the tenant in case of emergency.

3 (c) The landlord shall not abuse the right of access
4 or use it to harass the tenant. Except in case of emer-
5 gency or if it is impracticable to do so, the landlord
6 shall give the tenant at least one (1) day's notice of his
7 intent to enter and enter only at reasonable times.

8 (d) The landlord has no other right of access except
9 by court order and as permitted by W.S. 34-22-408 or if
10 the tenant has abandoned or surrendered the premises.

11 34-22-304. Tenant to use and occupy. Unless other-
12 wise agreed the tenant shall occupy his dwelling unit only
13 as a dwelling unit.

14 ARTICLE 4

15 REMEDIES

16 34-22-401. Noncompliance by the landlord; in gen-
17 eral.

18 (a) Except as provided in this act, if there is a
19 material noncompliance by the landlord with the rental
20 agreement or a noncompliance with W.S. 34-22-204 materi-
21 ally affecting health and safety, the tenant may deliver a

1 written notice to the landlord specifying the acts and
2 omissions constituting the breach and stating that the
3 rental agreement shall terminate upon a date not less than
4 thirty (30) days after receipt of the notice if the breach
5 is not remedied in fourteen (14) days. The rental agree-
6 ment shall terminate as provided in the notice subject to
7 the following:

8 (i) If the landlord adequately attempts to
9 remedy the breach prior to the date specified in the
10 notice, the rental agreement shall not terminate; and

11 (ii) The tenant shall not terminate for a
12 condition caused by the deliberate or negligent act or
13 omission of the tenant, a member of his family or other
14 person on the premises with his consent.

15 (b) Except as provided in this act, the tenant may
16 recover damages and obtain injunctive relief for any non-
17 compliance by the landlord with the rental agreement or
18 W.S. 34-22-204. If the landlord's noncompliance is
19 willful the tenant may recover reasonable attorney's fees.

20 (c) The remedy provided in W.S. 34-22-401(b) is in
21 addition to any right of the tenant arising under W.S.
22 34-22-401(a).

1 (d) If the rental agreement is terminated, the land-
2 lord shall return all prepaid rent and security recover-
3 able by the tenant under W.S. 34-22-201..

4 34-22-402. Failure to deliver possession.

5 (a) If the landlord fails to deliver possession of
6 the dwelling unit to the tenant as provided in W.S.
7 34-22-203, rent abates until possession is delivered or
8 the tenant may:

9 (i) Upon at least five (5) days written notice
10 to the landlord, terminate the rental agreement and upon
11 termination the landlord shall return all prepaid rent and
12 security; or

13 (ii) Demand performance of the rental agree-
14 ment by the landlord and, if the failure to deliver pos-
15 session is due to the landlord's negligence and not to
16 circumstances beyond his control, maintain an action to
17 recover the damages sustained by the failure to deliver
18 possession.

19 (b) If a landlord's failure to deliver possession is
20 willful and not in good faith, an aggrieved person may
21 recover from that landlord an amount not more than three
22 (3) months periodic rent or the actual damages sustained

1 by him, whichever is greater, and reasonable attorney's
2 fees.

3 34-22-403. Wrongful failure to supply heat, water,
4 hot water or essential services.

5 (a) If contrary to the rental agreement or W.S.
6 34-22-204 the landlord deliberately or negligently fails
7 to supply running water, hot water, heat or essential
8 services, the tenant may give written notice to the land-
9 lord specifying the breach and may:

10 (i) Procure reasonable amounts of hot water,
11 running water, heat and essential services during the
12 period of the landlord's noncompliance and deduct their
13 actual and reasonable cost from the rent; or

14 (ii) Upon at least five (5) days notice,
15 terminate the rental agreement. W.S. 34-22-201 applies to
16 terminations under this paragraph.

17 (b) The rights under paragraph (a)(i) of this
18 section do not arise until the tenant has given notice to
19 the landlord or if the condition was caused by the delib-
20 erate or negligent act or omission of the tenant, a member
21 of his family or other person on the premises with the
22 tenant's consent.

1 34-22-404. Landlord's noncompliance as defense to
2 action for possession or rent.

3 (a) In an action for possession based upon nonpay-
4 ment of the rent or in an action for rent where the tenant
5 is in possession, the tenant may counterclaim for con-
6 tinued possession or for any amount which he may recover
7 under the rental agreement or this act. In that event the
8 court may order the tenant to pay into court all or part
9 of the rent accrued and thereafter accruing, and shall
10 determine the amount due to each party. The party to whom
11 a net amount is owed shall be paid first from the money
12 paid into court, and the balance by the other party. If
13 the defense or counterclaim by the tenant is without merit
14 and is not raised in good faith the landlord may recover
15 reasonable attorney's fees.

16 (b) In an action for rent where the tenant is not in
17 possession, the tenant may counterclaim as provided in
18 subsection (a) of this section except as to continued pos-
19 session, but the tenant is not required to pay any rent
20 into court.

21 34-22-405. Fire or casualty damage.

22 (a) If the dwelling unit or premises are damaged or

1 destroyed by fire or casualty beyond the landlord's con-
2 trol to an extent that enjoyment of the dwelling unit is
3 substantially impaired, the tenant may:

4 (i) Immediately vacate the premises and notify
5 the landlord immediately in writing of his intention to
6 terminate the rental agreement, in which case the rental
7 agreement terminates as of the date of vacating; or

8 (ii) If continued occupancy is lawful, vacate
9 any part of the dwelling unit rendered unusable by the
10 fire or casualty, in which case the tenant's liability for
11 rent is reduced in proportion to the diminution in the
12 fair rental value of the dwelling unit.

13 (b) If the rental agreement is terminated the land-
14 lord shall return all prepaid rent and security recover-
15 able under W.S. 34-22-109(c) and 34-22-201. Accounting
16 for rent in the event of termination or apportionment is
17 to occur as of the date of the casualty.

18 (c) If the damage or casualty to the premises is due
19 to the negligence of the tenant the provisions of this
20 section shall not apply.

21 34-22-406. Tenant's remedies for landlord's unlawful
22 ouster, exclusion or diminution of service. If the land-

1 lord unlawfully removes or excludes the tenant from the
2 premises or willfully diminishes services to the tenant by
3 interrupting electric, gas, water or other essential
4 service to the tenant, the tenant may recover possession
5 or terminate the rental agreement or obtain an injunction
6 to restore, electric, gas, water or other essential
7 services and a reasonable attorney's fee. If the rental
8 agreement is terminated the landlord shall return all pre-
9 paid rent and security recoverable under W.S. 34-22-201.

10 34-22-4077. Noncompliance with rental agreement;
11 failure to pay rent.

12 (a) Except as provided in this act, if there is a
13 material noncompliance by the tenant with the rental
14 agreement or a noncompliance with W.S. 34-22-301 materi-
15 ally affecting health and safety, the landlord may deliver
16 a written notice to the tenant specifying the acts and
17 omissions constituting the breach and that the rental
18 agreement will terminate upon a date not less than thirty
19 (30) days after receipt of the notice if the breach is not
20 remedied in fourteen (14) days, and the rental agreement
21 shall terminate as provided in the notice subject to the
22 following:

23 (i.) If the tenant adequately attempts to

1 remedy the breach prior to the date specified in the
2 notice, the rental agreement will not terminate; or

3 (ii) If substantially the same act or omission
4 which constituted a prior noncompliance of which notice
5 was given recurs within six (6) months, the landlord may
6 terminate the rental agreement upon at least fourteen (14)
7 days written notice specifying the breach and the date of
8 termination of the rental agreement.

9 (b) If rent is unpaid when due and the tenant fails
10 to pay rent within three (3) days after written notice by
11 the landlord of nonpayment and intention to terminate the
12 rental agreement, the landlord may terminate the rental
13 agreement.

14 (c) Except as provided in this act, the landlord may
15 recover damages and obtain injunctive relief for any non-
16 compliance by the tenant with the rental agreement or W.S.
17 34-22-301. If the tenant's noncompliance is willful the
18 landlord may recover reasonable attorney's fees.

19 34-22-408. Failure to maintain. If there is noncom-
20 pliance by the tenant with W.S. 34-22-301 materially
21 affecting health and safety that can be remedied by
22 repair, replacement of a damaged item or cleaning, and the
23 tenant fails to comply as promptly as conditions require

1 in case of emergency or within fourteen (14) days after
2 written notice by the landlord specifying the breach and
3 requesting that the tenant remedy it within that period of
4 time, the landlord may enter the dwelling unit and cause
5 the work to be done in a workmanlike manner and submit an
6 itemized bill for the actual and reasonable cost or the
7 fair and reasonable value on the next date when periodic
8 rent is due, or if the rental agreement has terminated,
9 for immediate payment.

10 34-22-409. Remedy for abandonment. If the tenant
11 abandons the dwelling unit, the landlord shall make
12 reasonable efforts to rent it at a fair rental. If the
13 landlord rents the dwelling unit for a term beginning
14 prior to the expiration of the rental agreement, it is
15 deemed to be terminated as of the date the new tenancy
16 begins. The rental agreement is terminated by the land-
17 lord as of the date the landlord has notice of the aban-
18 donment, or if the landlord accepts the abandonment as a
19 surrender. If the tenancy is from month-to-month, or
20 week-to-week, the term of the rental agreement for this
21 purpose shall be a month or a week, as the case may be.

22 34-22-410. Landlord liens; distraint for rent.

23 (a) A lien or security interest on behalf of the

1 landlord in the tenant's household goods is not enforce-
2 able unless perfected before the effective date of this
3 act.

4 (b) Distraint for rent is abolished.

5 34-22-411. Remedy after termination. If the rental
6 agreement is terminated, the landlord may have a claim for
7 possession and for rent and a separate claim for actual
8 damages for breach of the rental agreement and reasonable
9 attorney's fees as provided in W.S. 34-22-407(c).

10 34-22-412. Periodic tenancy; holdover remedies.

11 (a) The landlord or the tenant may terminate a
12 week-to-week tenancy by a written notice given to the
13 other at least seven (7) days prior to the termination
14 date specified in the notice.

15 (b) The landlord or the tenant may terminate a
16 month-to-month tenancy by a written notice given to the
17 other at least thirty (30) days prior to the periodic
18 rental date specified in the notice.

19 (c) If the tenant remains in possession without the
20 landlord's consent after expiration of the term of the
21 rental agreement or its termination, the landlord may
22 bring an action for possession and if the tenant's hold-

1 over is willful and not in good faith the landlord, in
2 addition, may recover the periodic rent or the actual dam-
3 ages sustained by him, whichever is greater, and reason-
4 able attorney's fees. If the landlord consents to the
5 tenant's continued occupancy, W.S. 34-22-109(d) applies.

6 34-22-413. Landlord and tenant remedies for abuse of
7 access.

8 (a) If the tenant refuses to allow lawful access the
9 landlord may obtain injunctive relief to compel access or
10 terminate the rental agreement. In either case the land-
11 lord may recover actual damages and reasonable attorney's
12 fees.

13 (b) If the landlord makes an unlawful entry or a
14 lawful entry in an unreasonable manner or makes repeated
15 demands for entry otherwise lawful but which have the
16 effect of unreasonably harassing the tenant, the tenant
17 may obtain injunctive relief to prevent the recurrence of
18 the conduct or terminate the rental agreement. In either
19 case the tenant may recover actual damages and reasonable
20 attorney's fees.

21 Section 2. If any provision of this act or its
22 application to any person or circumstance is held invalid,
23 the invalidity does not affect other provisions or appli-

1 cations of the act which can be given effect without the
2 invalid provision, or application, and to this end the
3 provisions of this act are severable.

4 Section 3. This act is effective May 25, 1979.

5 (END)

1979

STATE OF WYOMING

79LSO-229/SUB
NOT ADOPTED

HOUSE BILL NO. 140A

Landlord and Tenant Act.

Sponsored by: Representative LARSON

A BILL

for

1 AN ACT to create W.S. 34-22-101 through 34-22-413 relating
2 to a residential landlord and tenant act; providing rights
3 and duties of landlords and tenants; providing defini-
4 tions; providing certain terms and conditions in lease
5 agreements; providing remedies; providing for liens; pro-
6 viding for severability; and providing for an effective
7 date.

8 Be It Enacted by the Legislature of the State of Wyoming:

9 Section 1. W.S. 34-22-101 through 34-22-413 are
10 created to read:

11

CHAPTER 22

1 WYOMING LANDLORD AND TENANT ACT

2 ARTICLE 1

3 GENERALLY

4 34-22-101. Short title. This act shall be cited as
5 the "Wyoming Landlord and Tenant Act".

6 34-22-102. General definitions.

7 (a) As used in this act:

8 (i) "Abandonment" means when the lessee leaves
9 the premises with the avowed intention not to pay rent.
10 The unexplained absence from the premises for thirty (30)
11 days or more without payment of rent as due is prima facie
12 evidence of abandonment;

13 (ii) "Action" means recoupment, counterclaim,
14 setoff, suit in equity and any other proceeding in which
15 rights are determined including an action for possession;

16 (iii) "Building and housing codes" means any
17 law or governmental regulation concerning fitness for
18 habitation, or construction, maintenance, operation, occu-
19 pancy, use or appearance of any premises or dwelling unit;

1 (iv) "Dwelling unit" means a structure,
2 including a mobile home, that is used as a home, residence
3 or sleeping place by one (1) person who maintains a house-
4 hold or by two (2) or more persons who maintain a common
5 household;

6 (v) "Good faith" means honesty in fact in the
7 conduct of the transaction concerned;

8 (vi) "Landlord" means the owner, lessor or
9 sublessor of the dwelling unit or the building of which it
10 is a part, and it also means a manager of the premises who
11 fails to disclose as required by W.S. 34-22-202;

12 (vii) "Organization" includes a corporation,
13 government, governmental subdivision or agency, business
14 trust, estate, trust, partnership or association, two (2)
15 or more persons having a joint or common interest and any
16 other legal or commercial entity;

17 (viii) "Owner" means one (1) or more persons,
18 jointly or severally, in whom is vested all or part of the
19 legal title to property or all or part of the beneficial
20 ownership and a right to present use and enjoyment of the
21 premises and the term includes a mortgagee in possession;

22 (ix) "Premises" means a dwelling unit, includ-

1 ing the structure of which it is a part and their facili-
2 ties and appurtenances and grounds, areas and facilities
3 held out for the use of tenants generally or whose use is
4 promised to the tenant;

5 (x) "Rent" means the periodic payment of money
6 or other consideration for occupancy to be made to the
7 landlord under the rental agreement;

8 (xi) "Rental agreement" means all agreements,
9 written or oral, and rules and regulations adopted under
10 W.S. 34-22-302 embodying terms and conditions concerning
11 the use and occupancy of a dwelling unit and premises;

12 (xii) "Roomer" means a person occupying a
13 dwelling unit that lacks a major bathroom or kitchen
14 facility, in a structure where one (1) or more major
15 facilities are used in common by occupants of the dwelling
16 unit and other dwelling units. Major facility in the case
17 of a bathroom means toilet, and either a bath or shower,
18 and in the case of a kitchen means refrigerator, stove and
19 sink;

20 (xiii) "Single family residence" means a
21 structure, or mobile home, used as a single dwelling unit.
22 Even though a dwelling unit shares one (1) or more walls
23 with another dwelling unit, it is a single family resi-

1 dence if it has direct access to a street or thoroughfare
2 and shares neither heating facilities, hot water equipment
3 nor any other essential facility or service with any other
4 dwelling unit;

5 (xiv) "Surrender" means a mutual agreement
6 between landlord and tenant that the rental agreement is
7 terminated;

8 (xv) "Tenant" means a person entitled under a
9 rental agreement to occupy a dwelling unit to the exclu-
10 sion of others;

11 (xvi) "This act" means W.S. 34-22-101 through
12 34-22-413.

13 34-22-103. Applicability. This act applies to resi-
14 dential landlord tenant relations only.

15 34-22-104. Administration of remedies; enforcement.

16 (a) This act provides remedies which shall be admin-
17 istered so the aggrieved party may recover appropriate
18 damages. The aggrieved party has a duty to mitigate dam-
19 ages.

20 (b) Any right or obligation declared by this act is
21 enforceable by an action unless the provision declaring it

1 specifies a different and limited effect.

2 34-22-105. Settlement of disputed claim or right. A
3 claim or right arising under this act or on a rental
4 agreement, if disputed in good faith, may be settled by
5 agreement.

6 34-22-106. Exclusions from application of act.

7 (a) Unless created to avoid the application of this
8 act, the following arrangements are not governed by this
9 act:

10 (i) Residence at an institution, public or
11 private, if incidental to detention or the provision of
12 medical, geriatric, educational, counseling, religious or
13 similar service;

14 (ii) Occupancy under a contract of sale of a
15 dwelling unit or the property of which it is a part, if
16 the occupant is the purchaser or a person who succeeds to
17 his interest;

18 (iii) Occupancy by a member of a fraternal or
19 social organization in the portion of a structure operated
20 for the benefit of the organization;

21 (iv) Transient occupancy in a hotel or motel

1 or lodgings subject to Wyoming transient lodging or room
2 occupancy excise tax laws;

3 (v) Occupancy by an employee of a landlord
4 whose right to occupancy is conditional upon employment in
5 and about the premises;

6 (vi) Occupancy by an owner of a condominium
7 unit or a holder of a proprietary lease in a cooperative;
8 and

9 (vii) Occupancy under a rental agreement
10 covering premises used by the occupant primarily for agri-
11 cultural purposes.

12 34-22-107. Jurisdiction and service of process. The
13 justice or county courts of this state may exercise juris-
14 diction over any landlord's conduct or to any claim aris-
15 ing from a transaction subject to this act. Service of
16 process on a landlord may be perfected in a civil action
17 or proceeding pursuant to the Wyoming Rules of Civil
18 Procedure.

19 34-22-108. Notice.

20 (a) A person has notice of a fact if:

21 (i) He has actual knowledge of it;

1 (ii) In the case of a landlord, it is deliv-
2 ered at the place of business of the landlord through
3 which the rental agreement was made; or

4 (iii) In the case of a landlord or tenant, it
5 is delivered in hand to the landlord or tenant or sent by
6 registered or certified mail to him at the place held out
7 by him as the place for receipt of the communication or,
8 in the absence of this designation, to his last known
9 address.

10 (b) Notice received by an organization is effective
11 for a particular transaction from the time it is brought
12 to the attention of the individual conducting that trans-
13 action and, in any event, from the time it would have been
14 brought to his attention if the organization had exercised
15 reasonable diligence.

16 34-22-109. Terms and conditions of rental agreement.

17 (a) The landlord and tenant may include in a rental
18 agreement, written or oral, terms and conditions not pro-
19 hibited by this act or other rule of law including rent,
20 terms of the agreement, and other provisions governing the
21 rights and obligations of the parties.

1 (b) In absence of agreement, the tenant shall pay as
2 rent the fair rental value for the use and occupancy of
3 the dwelling unit.

4 (c) Rent shall be payable without demand or notice
5 at the time and place agreed upon by the parties. Unless
6 otherwise agreed:

7 (i) Rent is payable at the place of business
8 of the landlord and periodic rent is payable at the begin-
9 ning of any term of one (1) month or less in equal monthly
10 installments at the beginning of each month; and

11 (ii) Rent shall be uniformly apportionable
12 from day-to-day. For computation purposes, each daily
13 rent shall be considered as one-thirtieth (1/30) of the
14 monthly rent agreed upon.

15 (d) Unless the rental agreement fixes a definite
16 term, the tenancy shall be week-to-week in case of a
17 roomer who pays weekly rent, and in all other cases
18 month-to-month.

19 34-22-110. Prohibited provisions in rental agree-
20 ments.

21 (a) No rental agreement may provide that the tenant:

1 (i) Agrees to waive or to forego rights or
2 remedies under this act;

3 (ii) Authorizes any person to confess judgment
4 on a claim arising out of the rental agreement; or

5 (iii) Agrees to any limitation of liability
6 for the negligence of the landlord arising under law or to
7 indemnify the landlord for that liability or connected
8 costs.

9 (b) A provision prohibited by subsection (a) of this
10 section included in a rental agreement is unenforceable.

11 34-22-111. Effect of unsigned or undelivered rental
12 agreement.

13 (a) If the landlord does not sign and deliver a
14 written rental agreement signed and delivered to him by
15 the tenant, acceptance of rent without reservation by the
16 landlord gives the rental agreement the same effect as if
17 it had been signed and delivered by the landlord.

18 (b) If the tenant does not sign and deliver a writ-
19 ten rental agreement signed and delivered to him by the
20 landlord, acceptance of possession and payment of rent
21 without reservation gives the rental agreement the same
22 effect as if it had been signed and delivered by the

1 tenant.

2 (c) If a rental agreement given effect by the oper-
3 ation of this section provides for a term longer than one
4 (1) year, it is effective for only one (1) year.

5 ARTICLE 2

6 LANDLORD OBLIGATIONS

7 34-22-201. Security deposits; prepaid rent.

8 (a) Upon termination of the tenancy, property or
9 money held by the landlord as prepaid rent or security may
10 be applied to the payment of accrued rent and the amount
11 of damages which the landlord has suffered by reason of
12 the tenant's noncompliance with W.S. 34-22-301 as itemized
13 by the landlord in a written notice delivered to the
14 tenant together with the remaining refund due not later
15 than seven (7) days after termination of the tenancy and
16 delivery of possession or demand by the tenant.

17 (b) If the landlord fails to comply with subsection
18 (a) of this section the tenant may recover the property
19 and money due him together with damages in an amount equal
20 to the amount wrongfully withheld and reasonable
21 attorney's fees.

1 (c) This section does not preclude the landlord or
2 tenant from recovering other damages to which he may be
3 entitled under this act.

4 (d) The holder of the landlord's interest in the
5 premises at the time of the termination of the tenancy is
6 bound by this section.

7 34-22-202. Disclosure.

8 (a) The landlord or any person authorized to enter
9 into a rental agreement on his behalf shall disclose to
10 the tenant in writing at or before the commencement of the
11 tenancy the name and address of:

12 (i) The person authorized to manage the prem-
13 ises; and

14 (ii) An owner of the premises or a person
15 authorized to act on behalf of the owner for the purpose
16 of service of process and receiving and receipting for
17 rent, notices and demands.

18 (b) The information required to be furnished by this
19 section shall be kept current and is enforceable against
20 any successor landlord, owner or manager.

21 (c) A person who fails to comply with W.S.

1 34-22-202(a) becomes an agent of each person who is a
2 landlord for the purpose of:

3 (i) Service of process and receiving and
4 receipting for rent, notices and demands; and

5 (ii) Performing the obligations of the land-
6 lord under this act, under the rental agreement and for
7 receiving all rent collected from the premises.

8 34-22-203. Landlord to supply possession of dwelling
9 unit. At the commencement of the term the landlord shall
10 deliver possession of the premises to the tenant in
11 compliance with the rental agreement and W.S. 34-22-204.
12 The landlord may bring an action for possession against
13 any person wrongfully in possession and may recover the
14 damages provided in W.S. 34-22-415(c).

15 34-22-204. Landlord to maintain fit premises.

16 (a) The landlord shall, unless otherwise provided in
17 the rental agreement:

18 (i) Comply with the requirements of applicable
19 building and housing codes materially affecting health and
20 safety;

21 (ii) Make all repairs and do whatever is

1 necessary to keep the premises in a fit and habitable
2 condition;

3 (iii) Keep all common areas of the premises in
4 a clean and safe condition;

5 (iv) Maintain in good and safe working order
6 and condition all electrical, plumbing, sanitary, heating,
7 ventilating, air conditioning and other facilities and
8 appliances, including elevators, supplied or required to
9 be supplied by him;

10 (v) Provide and maintain appropriate recep-
11 tacles and conveniences for the removal from the premises
12 of ashes, garbage, rubbish and other waste incidental to
13 the occupancy of the dwelling unit and arrange for their
14 removal; and

15 (vi) Supply running water and reasonable
16 amounts of hot water at all times and reasonable heat
17 except where the building that includes the dwelling unit
18 is not required by law to be equipped for that purpose, or
19 the dwelling unit is so constructed that heat or hot water
20 is generated by an installation within the exclusive con-
21 trol of the tenant and supplied by a direct public utility
22 connection.

1 (b) If the duty imposed by W.S. 34-22-204(a)(i) is
2 greater than any duty imposed by any other paragraph of
3 this subsection, the landlord's duty shall be determined
4 by reference to the paragraph.

5 (c) The landlord and tenant may agree in writing
6 that the tenant perform the landlord's duties specified in
7 W.S. 34-22-204(a) and also specified repairs, maintenance
8 tasks, alterations and remodeling but only if the trans-
9 action is entered into in good faith.

10 34-22-205. Limitation of liability.

11 (a) Unless otherwise agreed, a landlord who conveys
12 premises that include a dwelling unit subject to a rental
13 agreement in a good faith sale to a bona fide purchaser is
14 relieved of liability under the rental agreement and this
15 act as to events occurring subsequent to written notice to
16 the tenant of the conveyance. In this event, the landlord
17 remains liable to the tenant for any property and money to
18 which the tenant is entitled under W.S. 34-22-201.

19 (b) Unless otherwise agreed, a manager of premises
20 that include a dwelling unit is relieved of liability
21 under the rental agreement and this act as to events
22 occurring after notice to the tenant of the termination of
23 his management.

1

ARTICLE 3

2

TENANT OBLIGATIONS

3

34-22-301. Tenant to maintain dwelling unit.

4

5

(a) The tenant unless otherwise provided in the rental agreement shall:

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8

(i) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

9

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11

(ii) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;

12

13

14

(iii) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

15

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17

(iv) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

18

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20

(v) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in

1 the premises;

2 (vi) Not deliberately or negligently destroy,
3 deface, damage, impair or remove any part of the premises
4 or knowingly permit any person to do so; and

5 (vii) Conduct himself and require other per-
6 sons on the premises with his consent to conduct them-
7 selves in a manner that will not disturb his neighbors'
8 peaceful enjoyment of the premises, or violate any of the
9 laws of the state or its political subdivisions.

10 34-22-302. Rules and regulations.

11 (a) A landlord may adopt written rules or regula-
12 tions concerning the tenant's use and occupancy of the
13 premises. They are enforceable against the tenant only
14 if:

15 (i) Their purpose is to promote the conven-
16 ience, safety or welfare of the persons in the premises,
17 preserve the landlord's property from abusive use or make
18 a fair distribution of services and facilities held out
19 for the tenants generally;

20 (ii) They are reasonably related to the pur-
21 pose for which they are adopted;

1 (iii) They apply to all tenants in the prem-
2 ises in a fair manner;

3 (iv) They are sufficiently explicit their pro-
4 hibition, direction or limitation of the tenant's conduct
5 to fairly inform him of what he shall or shall not do to
6 comply;

7 (v) They are not for the purpose of evading
8 the obligations of the landlord; and

9 (vi) The tenant has notice of them at the time
10 he enters the rental agreement.

11 (b) If a rule or regulation is adopted after the
12 tenant enters into the rental agreement that works as a
13 substantial modification of his bargain, it is not valid
14 unless the tenant consents to it in writing.

15 34-22-303. Access.

16 (a) The tenant shall not unreasonably withhold con-
17 sent to the landlord to enter into the dwelling unit in
18 order to inspect the premises, make necessary or agreed
19 repairs, decorations, alterations or improvements, supply
20 necessary or agreed services or exhibit the dwelling unit
21 to prospective or actual purchasers, mortgagees, tenants,
22 workmen or contractors.

1 (b) The landlord may enter the dwelling unit without
2 consent of the tenant in case of emergency.

3 (c) The landlord shall not abuse the right of access
4 or use it to harass the tenant. Except in case of emer-
5 gency or if it is impracticable to do so, the landlord
6 shall give the tenant at least one (1) day's notice of his
7 intent to enter and enter only at reasonable times.

8 (d) The landlord has no other right of access except
9 by court order and as permitted by W.S. 34-22-408 or if
10 the tenant has abandoned or surrendered the premises.

11 34-22-304. Tenant to use and occupy. Unless other-
12 wise agreed the tenant shall occupy his dwelling unit only
13 as a dwelling unit.

14 ARTICLE 4

15 REMEDIES

16 34-22-401. Noncompliance by the landlord; in gen-
17 eral.

18 (a) Except as provided in this act, if there is a
19 material noncompliance by the landlord with the rental
20 agreement or a noncompliance with W.S. 34-22-204 materi-
21 ally affecting health and safety, the tenant may deliver a

1 written notice to the landlord specifying the acts and
2 omissions constituting the breach and stating that the
3 rental agreement shall terminate upon a date not less than
4 thirty (30) days after receipt of the notice if the breach
5 is not remedied in fourteen (14) days. The rental agree-
6 ment shall terminate as provided in the notice subject to
7 the following:

8 (i) If the landlord adequately attempts to
9 remedy the breach prior to the date specified in the
10 notice, the rental agreement shall not terminate; and

11 (ii) The tenant shall not terminate for a
12 condition caused by the deliberate or negligent act or
13 omission of the tenant, a member of his family or other
14 person on the premises with his consent.

15 (b) Except as provided in this act, the tenant may
16 recover damages and obtain injunctive relief for any non-
17 compliance by the landlord with the rental agreement or
18 W.S. 34-22-204. If the landlord's noncompliance is
19 willful the tenant may recover reasonable attorney's fees.

20 (c) The remedy provided in W.S. 34-22-401(b) is in
21 addition to any right of the tenant arising under W.S.
22 34-22-401(a).

1 (d) If the rental agreement is terminated, the land-
2 lord shall return all prepaid rent and security recover-
3 able by the tenant under W.S. 34-22-201.

4 34-22-402. Failure to deliver possession.

5 (a) If the landlord fails to deliver possession of
6 the dwelling unit to the tenant as provided in W.S.
7 34-22-203, rent abates until possession is delivered or
8 the tenant may:

9 (i) Upon at least five (5) days written notice
10 to the landlord, terminate the rental agreement and upon
11 termination the landlord shall return all prepaid rent and
12 security; or

13 (ii) Demand performance of the rental agree-
14 ment by the landlord and, if the failure to deliver pos-
15 session is due to the landlord's negligence and not to
16 circumstances beyond his control, maintain an action to
17 recover the damages sustained by the failure to deliver
18 possession.

19 (b) If a landlord's failure to deliver possession is
20 willful and not in good faith, an aggrieved person may
21 recover from that landlord an amount not more than three
22 (3) months periodic rent or the actual damages sustained

1 by him, whichever is greater, and reasonable attorney's
2 fees.

3 34-22-403. Wrongful failure to supply heat, water,
4 hot water or essential services.

5 (a) If contrary to the rental agreement or W.S.
6 34-22-204 the landlord deliberately or negligently fails
7 to supply running water, hot water, heat or essential
8 services, the tenant may give written notice to the land-
9 lord specifying the breach and may:

10 (i) Procure reasonable amounts of hot water,
11 running water, heat and essential services during the
12 period of the landlord's noncompliance and deduct their
13 actual and reasonable cost from the rent; or

14 (ii) Upon at least five (5) days notice,
15 terminate the rental agreement. W.S. 34-22-201 applies to
16 terminations under this paragraph.

17 (b) The rights under paragraph (a)(i) of this
18 section do not arise until the tenant has given notice to
19 the landlord or if the condition was caused by the delib-
20 erate or negligent act or omission of the tenant, a member
21 of his family or other person on the premises with the
22 tenant's consent.

1 34-22-404. Landlord's noncompliance as defense to
2 action for possession or rent.

3 (a) In an action for possession based upon nonpay-
4 ment of the rent or in an action for rent where the tenant
5 is in possession, the tenant may counterclaim for con-
6 tinued possession or for any amount which he may recover
7 under the rental agreement or this act. In that event the
8 court may order the tenant to pay into court all or part
9 of the rent accrued and thereafter accruing, and shall
10 determine the amount due to each party. The party to whom
11 a net amount is owed shall be paid first from the money
12 paid into court, and the balance by the other party. If
13 the defense or counterclaim by the tenant is without merit
14 and is not raised in good faith the landlord may recover
15 reasonable attorney's fees.

16 (b) In an action for rent where the tenant is not in
17 possession, the tenant may counterclaim as provided in
18 subsection (a) of this section except as to continued pos-
19 session, but the tenant is not required to pay any rent
20 into court.

21 34-22-405. Fire or casualty damage.

22 (a) If the dwelling unit or premises are damaged or

1 destroyed by fire or casualty beyond the landlord's con-
2 trol to an extent that enjoyment of the dwelling unit is
3 substantially impaired, the tenant may:

4 (i) Immediately vacate the premises and notify
5 the landlord immediately in writing of his intention to
6 terminate the rental agreement, in which case the rental
7 agreement terminates as of the date of vacating; or

8 (ii) If continued occupancy is lawful, vacate
9 any part of the dwelling unit rendered unusable by the
10 fire or casualty, in which case the tenant's liability for
11 rent is reduced in proportion to the diminution in the
12 fair rental value of the dwelling unit.

13 (b) If the rental agreement is terminated the land-
14 lord shall return all prepaid rent and security recover-
15 able under W.S. 34-22-109(c) and 34-22-201. Accounting
16 for rent in the event of termination or apportionment is
17 to occur as of the date of the casualty.

18 (c) If the damage or casualty to the premises is due
19 to the negligence of the tenant the provisions of this
20 section shall not apply.

21 34-22-406. Tenant's remedies for landlord's unlawful
22 ouster, exclusion or diminution of service. If the land-

1 lord unlawfully removes or excludes the tenant from the
2 premises or willfully diminishes services to the tenant by
3 interrupting electric, gas, water or other essential
4 service to the tenant, the tenant may recover possession
5 or terminate the rental agreement or obtain an injunction
6 to restore, electric, gas, water or other essential
7 services and a reasonable attorney's fee. If the rental
8 agreement is terminated the landlord shall return all pre-
9 paid rent and security recoverable under W.S. 34-22-201.

10 34-22-407. Noncompliance with rental agreement;
11 failure to pay rent.

12 (a) Except as provided in this act, if there is a
13 material noncompliance by the tenant with the rental
14 agreement or a noncompliance with W.S. 34-22-301 materi-
15 ally affecting health and safety, the landlord may deliver
16 a written notice to the tenant specifying the acts and
17 omissions constituting the breach and that the rental
18 agreement will terminate upon a date not less than thirty
19 (30) days after receipt of the notice if the breach is not
20 remedied in fourteen (14) days, and the rental agreement
21 shall terminate as provided in the notice subject to the
22 following:

23 (i) If the tenant adequately attempts to

1 remedy the breach prior to the date specified in the
2 notice, the rental agreement will not terminate; or

3 (ii) If substantially the same act or omission
4 which constituted a prior noncompliance of which notice
5 was given recurs within six (6) months, the landlord may
6 terminate the rental agreement upon at least fourteen (14)
7 days written notice specifying the breach and the date of
8 termination of the rental agreement.

9 (b) If rent is unpaid when due and the tenant fails
10 to pay rent within three (3) days after written notice by
11 the landlord of nonpayment and intention to terminate the
12 rental agreement, the landlord may terminate the rental
13 agreement.

14 (c) Except as provided in this act, the landlord may
15 recover damages and obtain injunctive relief for any non-
16 compliance by the tenant with the rental agreement or W.S.
17 34-22-301. If the tenant's noncompliance is willful the
18 landlord may recover reasonable attorney's fees.

19 34-22-408. Failure to maintain. If there is noncom-
20 pliance by the tenant with W.S. 34-22-301 materially
21 affecting health and safety that can be remedied by
22 repair, replacement of a damaged item or cleaning, and the
23 tenant fails to comply as promptly as conditions require

1 in case of emergency or within fourteen (14) days after
2 written notice by the landlord specifying the breach and
3 requesting that the tenant remedy it within that period of
4 time, the landlord may enter the dwelling unit and cause
5 the work to be done in a workmanlike manner and submit an
6 itemized bill for the actual and reasonable cost or the
7 fair and reasonable value on the next date when periodic
8 rent is due, or if the rental agreement has terminated,
9 for immediate payment.

10 34-22-409. Remedy for abandonment. If the tenant
11 abandons the dwelling unit, the landlord shall make
12 reasonable efforts to rent it at a fair rental. If the
13 landlord rents the dwelling unit for a term beginning
14 prior to the expiration of the rental agreement, it is
15 deemed to be terminated as of the date the new tenancy
16 begins. The rental agreement is terminated by the land-
17 lord as of the date the landlord has notice of the aban-
18 donment, or if the landlord accepts the abandonment as a
19 surrender. If the tenancy is from month-to-month, or
20 week-to-week, the term of the rental agreement for this
21 purpose shall be a month or a week, as the case may be.

22 34-22-410. Landlord liens; distraint for rent.

23 (a) A lien or security interest on behalf of the

1 landlord in the tenant's household goods is not enforce-
2 able unless perfected before the effective date of this
3 act.

4 (b) Distraint for rent is abolished.

5 34-22-411. Remedy after termination. If the rental
6 agreement is terminated, the landlord may have a claim for
7 possession and for rent and a separate claim for actual
8 damages for breach of the rental agreement and reasonable
9 attorney's fees as provided in W.S. 34-22-407(c).

10 34-22-412. Periodic tenancy; holdover remedies.

11 (a) The landlord or the tenant may terminate a
12 week-to-week tenancy by a written notice given to the
13 other at least seven (7) days prior to the termination
14 date specified in the notice.

15 (b) The landlord or the tenant may terminate a
16 month-to-month tenancy by a written notice given to the
17 other at least thirty (30) days prior to the periodic
18 rental date specified in the notice.

19 (c) If the tenant remains in possession without the
20 landlord's consent after expiration of the term of the
21 rental agreement or its termination, the landlord may
22 bring an action for possession and if the tenant's hold-

1 over is willful and not in good faith the landlord, in
2 addition, may recover the periodic rent or the actual dam-
3 ages sustained by him, whichever is greater, and reason-
4 able attorney's fees. If the landlord consents to the
5 tenant's continued occupancy, W.S. 34-22-109(d) applies.

6 34-22-413. Landlord and tenant remedies for abuse of
7 access.

8 (a) If the tenant refuses to allow lawful access the
9 landlord may obtain injunctive relief to compel access or
10 terminate the rental agreement. In either case the land-
11 lord may recover actual damages and reasonable attorney's
12 fees.

13 (b) If the landlord makes an unlawful entry or a
14 lawful entry in an unreasonable manner or makes repeated
15 demands for entry otherwise lawful but which have the
16 effect of unreasonably harassing the tenant, the tenant
17 may obtain injunctive relief to prevent the recurrence of
18 the conduct or terminate the rental agreement. In either
19 case the tenant may recover actual damages and reasonable
20 attorney's fees.

21 Section 2. If any provision of this act or its
22 application to any person or circumstance is held invalid,
23 the invalidity does not affect other provisions or appli-

1 cations of the act which can be given effect without the
2 invalid provision or application, and to this end the
3 provisions of this act are severable.

4 Section 3. This act is effective May 25, 1979.

5 (END)

House of Intro
To Com No. 7
Stand Report Do Amd Not
Com Whole Do Amd Not
2nd Reading Amd
3rd Reading Amd Pass Fail

Second House
To Com No.
Stand Report Do Amd Not
Com Whole Do Amd Not
2nd Reading Amd
3rd Reading Amd Pass Fail

1979

STATE OF WYOMING

79LSO-229.01

HOUSE BILL NO. 140

Landlord and Tenant Act.

Sponsored by: Representative LARSON

A BILL

for

1 AN ACT to create W.S. 34-22-101 through 34-22-501 relating
2 to a residential landlord and tenant act; providing rights
3 and duties of landlords and tenants; providing defini-
4 tions; providing certain terms and conditions in lease
5 agreements; providing remedies; providing for liens; pro-
6 viding for severability; and providing for an effective
7 date.

8 Be It Enacted by the Legislature of the State of Wyoming:

9 Section 1. W.S. 34-22-101 through 34-22-501 are
10 created to read:

11 CHAPTER 22

1 WYOMING LANDLORD AND TENANT ACT

2 ARTICLE 1

3 GENERALLY

4 34-22-101. Short title. This act shall be cited as
5 the "Wyoming Landlord and Tenant Act".

6 34-22-102. General definitions.

7 (a) As used in this act:

8 (i) "Abandonment" means when the lessee leaves
9 the premises with the avowed intention not to pay rent;

10 (ii) "Action" means recoupment, counterclaim,
11 setoff, suit in equity and any other proceeding in which
12 rights are determined including an action for possession;

13 (iii) "Building and housing codes" means any
14 law or governmental regulation concerning fitness for
15 habitation, or construction, maintenance, operation, occu-
16 pancy, use or appearance of any premises or dwelling unit;

17 (iv) "Dwelling unit" means a structure,
18 including a mobile home, that is used as a home, residence
19 or sleeping place by one (1) person who maintains a house-
20 hold or by two (2) or more persons who maintain a common

1 household;

2 (v) "Good faith" means honesty in fact in the
3 conduct of the transaction concerned;

4 (vi) "Landlord" means the owner, lessor or
5 sublessor of the dwelling unit or the building of which it
6 is a part, and it also means a manager of the premises who
7 fails to disclose as required by W.S. 34-22-202;

8 (vii) "Organization" includes a corporation,
9 government, governmental subdivision or agency, business
10 trust, estate, trust, partnership or association, two (2)
11 or more persons having a joint or common interest and any
12 other legal or commercial entity;

13 (viii) "Owner" means one (1) or more persons,
14 jointly or severally, in whom is vested all or part of the
15 legal title to property or all or part of the beneficial
16 ownership and a right to present use and enjoyment of the
17 premises and the term includes a mortgagee in possession;

18 (ix) "Person" includes an individual or orga-
19 nization;

20 (x) "Premises" means a dwelling unit, includ-
21 ing the structure of which it is a part and their facili-
22 ties and appurtenances and grounds, areas and facilities

1 held out for the use of tenants generally or whose use is
2 promised to the tenant;

3 (xi) "Rent" means the periodic payment of
4 money or other consideration for occupancy to be made to
5 the landlord under the rental agreement;

6 (xii) "Rental agreement" means all agreements,
7 written or oral, and rules and regulations adopted under
8 W.S. 34-22-302 embodying terms and conditions concerning
9 the use and occupancy of a dwelling unit and premises;

10 (xiii) "Roomer" means a person occupying a
11 dwelling unit that lacks a major bathroom or kitchen
12 facility, in a structure where one (1) or more major
13 facilities are used in common by occupants of the dwelling
14 unit and other dwelling units. Major facility in the case
15 of a bathroom means toilet, and either a bath or shower,
16 and in the case of a kitchen means refrigerator, stove and
17 sink;

18 (xiv) "Single family residence" means a struc-
19 ture, or mobile home, used as a single dwelling unit.
20 Even though a dwelling unit shares one (1) or more walls
21 with another dwelling unit, it is a single family resi-
22 dence if it has direct access to a street or thoroughfare
23 and shares neither heating facilities, hot water equipment

1 nor any other essential facility or service with any other
2 dwelling unit;

3 (xv) "Surrender" means a mutual agreement
4 between landlord and tenant that the rental agreement is
5 terminated;

6 (xvi) "Tenant" means a person entitled under a
7 rental agreement to occupy a dwelling unit to the exclu-
8 sion of others;

9 (xvii) "This act" means W.S. 34-22-101 through
10 34-22-501.

11 34-22-103. Purposes; rules of construction.

12 (a) This act shall be liberally construed and
13 applied to promote its underlying purposes and policies.

14 (b) Underlying purposes and policies of this act
15 are:

16 (i) To simplify, clarify, modernize and revise
17 the law governing the rental of dwelling units and the
18 rights and obligations of landlord and tenant; and

19 (ii) To encourage landlord and tenant to main-
20 tain and improve the quality of housing.

1 34-22-104. Supplementary principles of law appli-
2 cable. Unless displaced by a provision of this act, the
3 principles of law and equity, including the law relating
4 to capacity to contract, mutuality of obligations, prin-
5 cipal and agent, real property, public health, safety and
6 fire prevention, estoppel, fraud, misrepresentation,
7 duress, coercion, mistake, bankruptcy or other validating
8 or invalidating cause, supplement its provisions.

9 34-22-105. Construction against implicit repeal.
10 This is a general act intended as a unified coverage of
11 its subject matter, and no part of it is to be construed
12 as impliedly repealed by subsequent legislation if that
13 construction can reasonably be avoided.

14 34-22-106. Administration of remedies; enforcement.

15 (a) This act provides remedies which shall be admin-
16 istered so the aggrieved party may recover appropriate
17 damages. The aggrieved party has a duty to mitigate dam-
18 ages.

19 (b) Any right or obligation declared by this act is
20 enforceable by an action unless the provision declaring it
21 specifies a different and limited effect.

22 34-22-107. Settlement of disputed claim or right. A

1 claim or right arising under this act or on a rental
2 agreement, if disputed in good faith, may be settled by
3 agreement.

4 34-22-108. Territorial application. This act regu-
5 lates and determines rights, obligations and remedies
6 under a rental agreement made for a dwelling unit located
7 in this state.

8 34-22-109. Exclusions from application of act.

9 (a) Unless created to avoid the application of this
10 act, the following arrangements are not governed by this
11 act:

12 (i) Residence at an institution, public or
13 private, if incidental to detention or the provision of
14 medical, geriatric, educational, counseling, religious or
15 similar service;

16 (ii) Occupancy under a contract of sale of a
17 dwelling unit or the property of which it is a part, if
18 the occupant is the purchaser or a person who succeeds to
19 his interest;

20 (iii) Occupancy by a member of a fraternal or
21 social organization in the portion of a structure operated
22 for the benefit of the organization;

1 (iv) Transient occupancy in a hotel or motel
2 or lodgings subject to Wyoming transient lodging or room
3 occupancy excise tax laws;

4 (v) Occupancy by an employee of a landlord
5 whose right to occupancy is conditional upon employment in
6 and about the premises;

7 (vi) Occupancy by an owner of a condominium
8 unit or a holder of a proprietary lease in a cooperative;
9 and

10 (vii) Occupancy under a rental agreement
11 covering premises used by the occupant primarily for agri-
12 cultural purposes.

13 34-22-110. Jurisdiction and service of process.

14 (a) The justice or county courts of this state may
15 exercise jurisdiction over any landlord's conduct or to
16 any claim arising from a transaction subject to this act.
17 In addition to any other method provided by rules or
18 statute, personal jurisdiction over a landlord may be
19 acquired in a civil action or proceeding instituted in the
20 justice or county courts by the service of process accord-
21 ing to this section.

1 (b) A landlord who is not a resident of this state
2 or is a corporation not authorized to do business in this
3 state and engages in any conduct in this state governed by
4 this act may designate an agent upon whom service of proc-
5 ess can be made in this state. The agent shall be a resi-
6 dent of this state or a corporation authorized to do busi-
7 ness in this state. The designation shall be in writing
8 and filed with the secretary of state. If no designation
9 is filed or if process cannot be served in this state upon
10 the designated agent, process may be served upon the
11 secretary of state, but service upon him is not effective
12 unless the plaintiff or petitioner mails a copy of the
13 process and pleading by registered or certified mail to
14 the defendant or respondent at his last known address. An
15 affidavit of compliance with this section shall be filed
16 with the clerk of the court on or before the return day of
17 the process, if any, or within any time the court allows.

18 34-22-111. Obligation of good faith. Every duty
19 which must be performed as a condition precedent to the
20 exercise of a right or remedy under this act imposes an
21 obligation of good faith in its performance or enforce-
22 ment.

23 34-22-112. Unconscionability.

1 (a) If the court finds that:

2 (i) Any provision of a rental agreement was
3 unconscionable when made, the court may:

4 (A) Refuse to enforce the agreement;

5 (B) Enforce the remainder of the agree-
6 ment without the unconscionable provision; or

7 (C) Limit the application of any uncon-
8 scionable provision to avoid an unconscionable result.

9 (ii) A settlement in which a party waives or
10 agrees to forego a claim or right under this act or under
11 a rental agreement was unconscionable at the time it was
12 made, the court may:

13 (A) Refuse to enforce the settlement;

14 (B) Enforce the remainder of the settle-
15 ment without the unconscionable provision; or

16 (C) Limit the application of any uncon-
17 scionable provision to avoid any unconscionable result.

18 (b) If unconscionability is put into issue by a
19 party or by the court upon its own motion the parties
20 shall be afforded a reasonable opportunity to present evi-

1 dence as to the setting, purpose and effect of the rental
2 agreement or settlement to aid the court in making the
3 determination.

4 34-22-113. Notice.

5 (a) A person has notice of a fact if:

6 (i) He has actual knowledge of it;

7 (ii) In the case of a landlord, it is deliv-
8 ered at the place of business of the landlord through
9 which the rental agreement was made; or

10 (iii) In the case of a landlord or tenant, it
11 is delivered in hand to the landlord or tenant or sent by
12 registered or certified mail to him at the place held out
13 by him as the place for receipt of the communication or,
14 in the absence of this designation, to his last known
15 address.

16 (b) Notice received by an organization is effective
17 for a particular transaction from the time it is brought
18 to the attention of the individual conducting that trans-
19 action and, in any event, from the time it would have been
20 brought to his attention if the organization had exercised
21 reasonable diligence.

1 34-22-114. Terms and conditions of rental agreement.

2 (a) The landlord and tenant may include in a rental
3 agreement, written or oral, terms and conditions not pro-
4 hibited by this act or other rule of law including rent,
5 terms of the agreement, and other provisions governing the
6 rights and obligations of the parties.

7 (b) In absence of agreement, the tenant shall pay as
8 rent the fair rental value for the use and occupancy of
9 the dwelling unit.

10 (c) Rent shall be payable without demand or notice
11 at the time and place agreed upon by the parties. Unless
12 otherwise agreed:

13 (i) Rent is payable at the place of business
14 of the landlord and periodic rent is payable at the begin-
15 ning of any term of one (1) month or less in equal monthly
16 installments at the beginning of each month; and

17 (ii) Rent shall be uniformly apportionable
18 from day-to-day. For computation purposes, each daily
19 rent shall be considered as one-thirtieth (1/30) of the
20 monthly rent agreed upon.

21 (d) Unless the rental agreement fixes a definite
22 term, the tenancy shall be week-to-week in case of a

1 roomer who pays weekly rent, and in all other cases
2 month-to-month.

3 34-22-115. Prohibited provisions in rental agree-
4 ments.

5 (a) No rental agreement may provide that the tenant:

6 (i) Agrees to waive or to forego rights or
7 remedies under this act;

8 (ii) Authorizes any person to confess judgment
9 on a claim arising out of the rental agreement; or

10 (iii) Agrees to the exculpation or limitation
11 of any liability of the negligence of the landlord arising
12 under law or to indemnify the landlord for that liability
13 or connected costs.

14 (b) A provision prohibited by subsection (a) of this
15 section included in a rental agreement is unenforceable.
16 If a landlord deliberately uses a rental agreement con-
17 taining provisions known by him to be prohibited, the
18 tenant may recover actual damages sustained by him and not
19 more than one (1) month's periodic rent and reasonable
20 attorney's fees.

21 34-22-116. Effect of unsigned or undelivered rental

1 agreement.

2 (a) If the landlord does not sign and deliver a
3 written rental agreement signed and delivered to him by
4 the tenant, acceptance of rent without reservation by the
5 landlord gives the rental agreement the same effect as if
6 it had been signed and delivered by the landlord.

7 (b) If the tenant does not sign and deliver a writ-
8 ten rental agreement signed and delivered to him by the
9 landlord, acceptance of possession and payment of rent
10 without reservation gives the rental agreement the same
11 effect as if it had been signed and delivered by the
12 tenant.

13 (c) If a rental agreement given effect by the oper-
14 ation of this section provides for a term longer than one
15 (1) year, it is effective for only one (1) year.

16 ARTICLE 2

17 LANDLORD OBLIGATIONS

18 34-22-201. Security deposits; prepaid rent.

19 (a) A landlord may not demand or receive security in
20 an amount or value in excess of one (1) month's periodic
21 rent.

1 (b) Upon termination of the tenancy, property or
2 money held by the landlord as prepaid rent or security may
3 be applied to the payment of accrued rent and the amount
4 of damages which the landlord has suffered by reason of
5 the tenant's noncompliance with W.S. 34-22-301 as itemized
6 by the landlord in a written notice delivered to the
7 tenant together with the remaining refund due fourteen
8 (14) days after termination of the tenancy and delivery of
9 possession or demand by the tenant.

10 (c) If the landlord fails to comply with subsection
11 (b) of this section the tenant may recover the property
12 and money due him together with damages in an amount equal
13 to the amount wrongfully withheld and reasonable
14 attorney's fees.

15 (d) This section does not preclude the landlord or
16 tenant from recovering other damages to which he may be
17 entitled under this act.

18 (e) The holder of the landlord's interest in the
19 premises at the time of the termination of the tenancy is
20 bound by this section.

21 34-22-202. Disclosure.

22 (a) The landlord or any person authorized to enter
23 into a rental agreement on his behalf shall disclose to

1 the tenant in writing at or before the commencement of the
2 tenancy the name and address of:

3 (i) The person authorized to manage the prem-
4 ises; and

5 (ii) An owner of the premises or a person
6 authorized to act on behalf of the owner for the purpose
7 of service of process and receiving and receipting for
8 rent, notices and demands.

9 (b) The information required to be furnished by this
10 section shall be kept current and is enforceable against
11 any successor landlord, owner or manager.

12 (c) A person who fails to comply with W.S.
13 34-22-202(a) becomes an agent of each person who is a
14 landlord for the purpose of:

15 (i) Service of process and receiving and
16 receipting for rent, notices and demands; and

17 (ii) Performing the obligations of the land-
18 lord under this act, under the rental agreement and for
19 receiving all rent collected from the premises.

20 34-22-203. Landlord to supply possession of dwelling
21 unit. At the commencement of the term the landlord shall

1 deliver possession of the premises to the tenant in
2 compliance with the rental agreement and W.S. 34-22-204.
3 The landlord may bring an action for possession against
4 any person wrongfully in possession and may recover the
5 damages provided in W.S. 34-22-415(c).

6 34-22-204. Landlord to maintain fit premises.

7 (a) The landlord shall, unless otherwise provided in
8 the rental agreement:

9 (i) Comply with the requirements of applicable
10 building and housing codes materially affecting health and
11 safety;

12 (ii) Make all repairs and do whatever is
13 necessary to keep the premises in a fit and habitable
14 condition;

15 (iii) Keep all common areas of the premises in
16 a clean and safe condition;

17 (iv) Maintain in good and safe working order
18 and condition all electrical, plumbing, sanitary, heating,
19 ventilating, air conditioning and other facilities and
20 appliances, including elevators, supplied or required to
21 be supplied by him;

1 (v) Provide and maintain appropriate recep-
2 tacles and conveniences for the removal of ashes, garbage,
3 rubbish and other waste incidental to the occupancy of the
4 dwelling unit and arrange for their removal; and

5 (vi) Supply running water and reasonable
6 amounts of hot water at all times and reasonable heat
7 except where the building that includes the dwelling unit
8 is not required by law to be equipped for that purpose, or
9 the dwelling unit is so constructed that heat or hot water
10 is generated by an installation within the exclusive con-
11 trol of the tenant and supplied by a direct public utility
12 connection.

13 (b) If the duty imposed by W.S. 34-22-204(a)(i) is
14 greater than any duty imposed by any other paragraph of
15 this subsection, the landlord's duty shall be determined
16 by reference to the paragraph.

17 (c) The landlord and tenant of a single family resi-
18 dence may agree in writing that the tenant perform the
19 landlord's duties specified in W.S. 34-22-204(a) and also
20 specified repairs, maintenance tasks, alterations and
21 remodeling but only if the transaction is entered into in
22 good faith and not for the purpose of evading the obli-
23 gations of the landlord.

1 (d) The landlord and tenant of any dwelling unit
2 other than a single family residence may agree that the
3 tenant is to perform specified repairs, maintenance tasks,
4 alterations or remodeling only if:

5 (i) The agreement of the parties is entered
6 into in good faith and not for the purpose of evading the
7 obligations of the landlord and is set forth in a separate
8 writing signed by the parties and supported by adequate
9 consideration; and

10 (ii) The agreement does not diminish or affect
11 the obligation of the landlord to other tenants in the
12 premises.

13 34-22-205. Limitation of liability.

14 (a) Unless otherwise agreed, a landlord who conveys
15 premises that include a dwelling unit subject to a rental
16 agreement in a good faith sale to a bona fide purchaser is
17 relieved of liability under the rental agreement and this
18 act as to events occurring subsequent to written notice to
19 the tenant of the conveyance. However, he remains liable
20 to the tenant for any property and money to which the
21 tenant is entitled under W.S. 34-22-201.

1 (b) Unless otherwise agreed, a manager of premises
2 that include a dwelling unit is relieved of liability
3 under the rental agreement and this act as to events
4 occurring after written notice to the tenant of the termi-
5 nation of his management.

6 ARTICLE 3

7 TENANT OBLIGATIONS

8 34-22-301. Tenant to maintain dwelling unit.

9 (a) The tenant unless otherwise provided in the
10 rental agreement shall:

11 (i) Comply with all obligations primarily
12 imposed upon tenants by applicable provisions of building
13 and housing codes materially affecting health and safety;

14 (ii) Keep that part of the premises that he
15 occupies and uses as clean and safe as the condition of
16 the premises permit;

17 (iii) Dispose from his dwelling unit all
18 ashes, rubbish, garbage and other waste in a clean and
19 safe manner;

20 (iv) Keep all plumbing fixtures in the dwell-
21 ing unit or used by the tenant as clean as their condition

1 permits;

2 (v) Use in a reasonable manner all electrical,
3 plumbing, sanitary, heating, ventilating, air conditioning
4 and other facilities and appliances including elevators in
5 the premises;

6 (vi) Not deliberately or negligently destroy,
7 deface, damage, impair or remove any part of the premises
8 or knowingly permit any person to do so; and

9 (vii) Conduct himself and require other per-
10 sons on the premises with his consent to conduct them-
11 selves in a manner that will not disturb his neighbors'
12 peaceful enjoyment of the premises, or violate any of the
13 laws of the state or its political subdivisions.

14 34-22-302. Rules and regulations.

15 (a) A landlord may adopt rules or regulations con-
16 cerning the tenant's use and occupancy of the premises.
17 It is enforceable against the tenant only if:

18 (i) Its purpose is to promote the convenience,
19 safety or welfare of the tenants in the premises, preserve
20 the landlord's property from abusive use or make a fair
21 distribution of services and facilities held out for the
22 tenants generally;

1 (ii) It is reasonably related to the purpose
2 for which it is adopted;

3 (iii) It applies to all tenants in the prem-
4 ises in a fair manner;

5 (iv) It is sufficiently explicit in its pro-
6 hibition, direction or limitation of the tenant's conduct
7 to fairly inform him of what he must or must not do to
8 comply;

9 (v) It is not for the purpose of evading the
10 obligations of the landlord; and

11 (vi) The tenant has notice of it at the time
12 he enters the rental agreement.

13 (b) If a rule or regulation is adopted after the
14 tenant enters into the rental agreement that works as a
15 substantial modification of his bargain, it is not valid
16 unless the tenant consents to it in writing.

17 34-22-303. Access.

18 (a) The tenant shall not unreasonably withhold con-
19 sent to the landlord to enter into the dwelling unit in
20 order to inspect the premises, make necessary or agreed
21 repairs, decorations, alterations or improvements, supply

1 necessary or agreed services or exhibit the dwelling unit
2 to prospective or actual purchasers, mortgagees, tenants,
3 workmen or contractors.

4 (b) The landlord may enter the dwelling unit without
5 consent of the tenant in case of emergency.

6 (c) The landlord shall not abuse the right of access
7 or use it to harass the tenant. Except in case of emer-
8 gency or if it is impracticable to do so, the landlord
9 shall give the tenant at least one (1) day's notice of his
10 intent to enter and enter only at reasonable times.

11 (d) The landlord has no other right of access except
12 by court order and as permitted by W.S. 34-22-409' or if
13 the tenant has abandoned or surrendered the premises.

14 34-22-304. Tenant to use and occupy. Unless other-
15 wise agreed the tenant shall occupy his dwelling unit only
16 as a dwelling unit.

17 ARTICLE 4

18 REMEDIES

19 34-22-401. Noncompliance by the landlord; in gen-
20 eral.

1 (a) Except as provided in this act, if there is a
2 material noncompliance by the landlord with the rental
3 agreement or a noncompliance with W.S. 34-22-204 materi-
4 ally affecting health and safety, the tenant may deliver a
5 written notice to the landlord specifying the acts and
6 omissions constituting the breach and that the rental
7 agreement will terminate upon a date not less than thirty
8 (30) days after receipt of the notice if the breach is not
9 remedied in fourteen (14) days, and the rental agreement
10 shall terminate as provided in the notice subject to the
11 following:

12 (i) If the landlord adequately attempts to
13 remedy the breach prior to the date specified in the
14 notice, the rental agreement will not terminate; and

15 (ii) The tenant may not terminate for a condi-
16 tion caused by the deliberate or negligent act or omission
17 of the tenant, a member of the family or other person on
18 the premises with his consent.

19 (b) Except as provided in this act, the tenant may
20 recover damages and obtain injunctive relief for any non-
21 compliance by the landlord with the rental agreement or
22 W.S. 34-22-204. If the landlord's noncompliance is
23 willful the tenant may recover reasonable attorney's fees.

1 (c) The remedy provided in W.S. 34-22-401(b) is in
2 addition to any right of the tenant arising under W.S.
3 34-22-401(a).

4 (d) If the rental agreement is terminated, the land-
5 lord shall return all prepaid rent and security recover-
6 able by the tenant under W.S. 34-22-201.

7 34-22-402. Failure to deliver possession.

8 (a) If the landlord fails to deliver possession of
9 the dwelling unit to the tenant as provided in W.S.
10 34-22-203, rent abates until possession is delivered or
11 the tenant may:

12 (i) Upon at least five (5) days written notice
13 to the landlord, terminate the rental agreement and upon
14 termination the landlord shall return all prepaid rent and
15 security; or

16 (ii) Demand performance of the rental agree-
17 ment by the landlord and maintain an action to recover the
18 damages sustained by the failure to deliver possession.

19 (b) If a landlord's failure to deliver possession is
20 willful and not in good faith, an aggrieved person may
21 recover from that landlord an amount not more than three

1 (3) months periodic rent or the actual damages sustained
2 by him, whichever is greater, and reasonable attorney's
3 fees.

4 34-22-403. Self-help for minor defects.

5 (a) If the landlord fails to comply with the rental
6 agreement or W.S. 34-22-204 and the reasonable cost of
7 compliance is less than one hundred dollars (\$100.00), or
8 an amount equal to one-half (1/2) of the periodic rent,
9 whichever amount is greater, the tenant may recover dam-
10 ages for the breach under W.S. 34-22-401(b) or may notify
11 the landlord of his intention to correct the condition at
12 the landlord's expense. If the landlord fails to comply
13 within fourteen (14) days after being notified by the
14 tenant in writing or as promptly as conditions require in
15 case of emergency, the tenant may cause the work to be
16 done in a workmanlike manner and after submitting to the
17 landlord an itemized statement, deduct from his rent the
18 actual and reasonable cost or the fair and reasonable
19 value of the work, not exceeding the amount specified in
20 this subsection.

21 (b) A tenant may not repair at the landlord's
22 expense if the condition was caused by the deliberate or
23 negligent act or omission of the tenant, a member of his

1 family or other person on the premises with his consent.

2 34-22-404. Wrongful failure to supply heat, water,
3 hot water or essential services.

4 (a) If contrary to the rental agreement or W.S.
5 34-22-204 the landlord deliberately or negligently fails
6 to supply running water, hot water, heat or essential
7 services, the tenant may give written notice to the land-
8 lord specifying the breach and may:

9 (i) Procure reasonable amounts of hot water,
10 running water, heat and essential services during the
11 period of the landlord's noncompliance and deduct their
12 actual and reasonable cost from the rent;

13 (ii) Recover damages based upon the diminution
14 in the fair rental value of the dwelling unit; or

15 (iii) Procure reasonable substitute housing
16 during the period of the landlord's noncompliance, in
17 which case the tenant is excused from paying rent for the
18 period of the landlord's noncompliance.

19 (b) If the landlord's noncompliance is willful and
20 not in good faith, the tenant may in addition to the
21 remedy provided in W.S. 34-22-404(a)(iii) recover the
22 actual and reasonable cost or fair and reasonable value of

1 the substitute housing not in excess of an amount equal to
2 the periodic rent, and in any case reasonable attorney's
3 fees.

4 (c) If the tenant proceeds under this section, he
5 may not proceed under W.S. 34-22-401 or 34-22-403 as to
6 that breach.

7 (d) The rights under this section do not arise until
8 the tenant has given notice to the landlord or if the
9 condition was caused by the deliberate or negligent act or
10 omission of the tenant, a member of his family or other
11 person on the premises with the tenant's consent.

12 34-22-405. Landlord's noncompliance as defense to
13 action for possession or rent.

14 (a) In an action for possession based upon nonpay-
15 ment of the rent or in an action for rent where the tenant
16 is in possession, the tenant may counterclaim for con-
17 tinued possession or for any amount which he may recover
18 under the rental agreement or this act. In that event the
19 court may order the tenant to pay into court all or part
20 of the rent accrued and thereafter accruing, and shall
21 determine the amount due to each party. The party to whom
22 a net amount is owed shall be paid first from the money
23 paid into court, and the balance by the other party. If

1 the defense or counterclaim by the tenant is without merit
2 and is not raised in good faith the landlord may recover
3 reasonable attorney's fees.

4 (b) In an action for rent where the tenant is not in
5 possession, the tenant may counterclaim as provided in
6 W.S. 34-22-405(a) except as to continued possession, but
7 the tenant is not required to pay any rent into court.

8 34-22-406. Fire or casualty damage.

9 (a) If the dwelling unit or premises are damaged or
10 destroyed by fire or casualty beyond the landlord's con-
11 trol to an extent that enjoyment of the dwelling unit is
12 substantially impaired, the tenant may:

13 (i) Immediately vacate the premises and notify
14 the landlord immediately in writing of his intention to
15 terminate the rental agreement, in which case the rental
16 agreement terminates as of the date of vacating; or

17 (ii) If continued occupancy is lawful, vacate
18 any part of the dwelling unit rendered unusable by the
19 fire or casualty, in which case the tenant's liability for
20 rent is reduced in proportion to the diminution in the
21 fair rental value of the dwelling unit.

1 (b) If the rental agreement is terminated the land-
2 lord shall return all prepaid rent and security recover-
3 able under W.S. 34-22-114(c) and 34-22-201. Accounting
4 for rent in the event of termination or apportionment is
5 to occur as of the date of the casualty.

6 34-22-407. Tenant's remedies for landlord's unlawful
7 ouster, exclusion or diminution of service. If the land-
8 lord unlawfully removes or excludes the tenant from the
9 premises or willfully diminishes services to the tenant by
10 interrupting electric, gas, water or other essential
11 service to the tenant, the tenant may recover possession
12 or terminate the rental agreement and, in either case,
13 recover an amount not more than three (3) months periodic
14 rent or the actual damages sustained by him, whichever is
15 greater, and a reasonable attorney's fee. If the rental
16 agreement is terminated the landlord shall return all pre-
17 paid rent and security recoverable under W.S. 34-22-201.

18 34-22-408. Noncompliance with rental agreement;
19 failure to pay rent.

20 (a) Except as provided in this act, if there is a
21 material noncompliance by the tenant with the rental
22 agreement or a noncompliance with W.S. 34-22-301 materi-
23 ally affecting health and safety, the landlord may deliver

1 a written notice to the tenant specifying the acts and
2 omissions constituting the breach and that the rental
3 agreement will terminate upon a date not less than thirty
4 (30) days after receipt of the notice if the breach is not
5 remedied in fourteen (14) days, and the rental agreement
6 shall terminate as provided in the notice subject to the
7 following:

8 (i) If the tenant adequately attempts to
9 remedy the breach prior to the date specified in the
10 notice, the rental agreement will not terminate; or

11 (ii) If substantially the same act or omission
12 which constituted a prior noncompliance of which notice
13 was given recurs within six (6) months, the landlord may
14 terminate the rental agreement upon at least fourteen (14)
15 days written notice specifying the breach and the date of
16 termination of the rental agreement.

17 (b) If rent is unpaid when due and the tenant fails
18 to pay rent within seven (7) days after written notice by
19 the landlord of nonpayment and intention to terminate the
20 rental agreement, the landlord may terminate the rental
21 agreement.

22 (c) Except as provided in this act, the landlord may
23 recover damages and obtain injunctive relief for any non-

1 compliance by the tenant with the rental agreement or W.S.
2 34-22-301. If the tenant's noncompliance is willful the
3 landlord may recover reasonable attorney's fees.

4 34-22-409. Failure to maintain. If there is noncom-
5 pliance by the tenant with W.S. 34-22-301 materially
6 affecting health and safety that can be remedied by
7 repair, replacement of a damaged item or cleaning, and the
8 tenant fails to comply as promptly as conditions require
9 in case of emergency or within fourteen (14) days after
10 written notice by the landlord specifying the breach and
11 requesting that the tenant remedy it within that period of
12 time, the landlord may enter the dwelling unit and cause
13 the work to be done in a workmanlike manner and submit an
14 itemized bill for the actual and reasonable cost or the
15 fair and reasonable value on the next date when periodic
16 rent is due, or if the rental agreement has terminated,
17 for immediate payment.

18 34-22-410. Remedy for abandonment. If the tenant
19 abandons the dwelling unit, the landlord shall make
20 reasonable efforts to rent it at a fair rental. If the
21 landlord rents the dwelling unit for a term beginning
22 prior to the expiration of the rental agreement, it is
23 deemed to be terminated as of the date the new tenancy
24 begins. The rental agreement is terminated by the land-

1 lord as of the date the landlord has notice of the aban-
2 donment, or if the landlord accepts the abandonment as a
3 surrender. If the tenancy is from month-to-month, or
4 week-to-week, the term of the rental agreement for this
5 purpose shall be a month or a week, as the case may be.

6 34-22-411. Waiver of landlord's right to terminate.

7 Acceptance of rent with knowledge of a default by tenant
8 or acceptance of performance by the tenant that varies
9 from the terms of the rental agreement or rules or regula-
10 tions subsequently adopted by the landlord constitutes a
11 waiver of his right to terminate the rental agreement for
12 that breach, unless agreed after the breach has occurred.
13 Nothing contained in this section shall affect the rights
14 of either party to terminate the rental agreement for
15 subsequent breaches.

16 34-22-412. Landlord liens; distraint for rent.

17 (a) A lien or security interest on behalf of the
18 landlord in the tenant's household goods is not enforce-
19 able unless perfected before the effective date of this
20 act.

21 (b) Distraint for rent is abolished.

22 34-22-413. Remedy after termination. If the rental

1 agreement is terminated, the landlord may have a claim for
2 possession and for rent and a separate claim for actual
3 damages for breach of the rental agreement and reasonable
4 attorney's fees as provided in W.S. 34-22-408(c).

5 34-22-414. Recovery of possession limited. A land-
6 lord may not recover or take possession of the dwelling
7 unit by action or otherwise, including willful diminution
8 of services to the tenant by interrupting or causing the
9 interruption of electric, gas, water or other essential
10 service to the tenant, except in case of abandonment, sur-
11 render or as permitted in this act.

12 34-22-415. Periodic tenancy; holdover remedies.

13 (a) The landlord or the tenant may terminate a
14 week-to-week tenancy by a written notice given to the
15 other at least seven (7) days prior to the termination
16 date specified in the notice.

17 (b) The landlord or the tenant may terminate a
18 month-to-month tenancy by a written notice given to the
19 other at least thirty (30) days prior to the periodic
20 rental date specified in the notice.

21 (c) If the tenant remains in possession without the
22 landlord's consent after expiration of the term of the

1 rental agreement or its termination, the landlord may
2 bring an action for possession and if the tenant's hold-
3 over is willful and not in good faith the landlord, in
4 addition, may recover an amount not more than three (3)
5 months' periodic rent or the actual damages sustained by
6 him, whichever is greater, and reasonable attorney's fees.
7 If the landlord consents to the tenant's continued occu-
8 pancy, W.S. 34-22-114(d) applies.

9 34-22-416. Landlord and tenant remedies for abuse of
10 access.

11 (a) If the tenant refuses to allow lawful access the
12 landlord may obtain injunctive relief to compel access or
13 terminate the rental agreement. In either case the land-
14 lord may recover actual damages and reasonable attorney's
15 fees.

16 (b) If the landlord makes an unlawful entry or a
17 lawful entry in an unreasonable manner or makes repeated
18 demands for entry otherwise lawful but which have the
19 effect of unreasonably harassing the tenant, the tenant
20 may obtain injunctive relief to prevent the recurrence of
21 the conduct or terminate the rental agreement. In either
22 case the tenant may recover actual damages and reasonable
23 attorney's fees.

1

ARTICLE 5

2

RETALIATORY ACTION

3

34-22-501. Retaliatory conduct prohibited.

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(a) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession after the tenant has:

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(i) Complained to a governmental agency which is charged with responsibility for enforcement of a building or housing code, of a violation applicable to the premises materially affecting health and safety;

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(ii) Complained to the landlord of a violation under W.S. 34-22-204;

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(iii) Organized or become a member of a tenants' union or similar organization;

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(iv) Complained to the Internal Revenue Service of rent control violations.

18

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(b) If the landlord acts in violation of W.S. 34-22-501(a), the tenant is entitled to the remedies provided in W.S. 34-22-407 and has a defense in action

1 against him for possession. In an action by or against
2 the tenant, evidence of a complaint within one (1) month
3 prior to the alleged act of retaliation creates a presump-
4 tion that the landlord's conduct was in retaliation. The
5 presumption does not arise if the tenant made the com-
6 plaint after notice of a proposed rent increase or diminu-
7 tion of services. "Presumption" means that the trier of
8 fact must find the existence of the fact presumed unless
9 and until evidence is introduced which would support a
10 finding of its nonexistence.

11 (c) Notwithstanding W.S. 34-22-501(a) and (b) a
12 landlord may bring an action for possession if:

13 (i) The violation of the applicable building
14 or housing code was caused primarily by lack of reasonable
15 care by the tenant or other person in his household or
16 upon the premises with the tenant's consent;

17 (ii) The tenant is in default in rent; or

18 (iii) Compliance with the applicable building
19 or housing code requires alteration, remodeling or demoli-
20 tion which would effectively deprive the tenant of use of
21 the dwelling unit.

22 Section 2. If any provision of this act or its

1 application to any person or circumstance is held invalid,
2 the invalidity does not affect other provisions or appli-
3 cations of the act which can be given effect without the
4 invalid provision or application, and to this end the
5 provisions of this act are severable.

6 Section 3. Transactions entered into before the
7 effective date of this act, and not extended or renewed
8 after that date, and the rights, duties and interests
9 flowing from them remain valid and may be terminated, com-
10 pleted, consummated or enforced as required or permitted
11 by any statute or other law amended or repealed by this
12 act as though the repeal or amendment had not occurred.

13 Section 4. This act is effective May 25, 1979.

14 (END)

FISCAL NOTE

Anticipated <u>REVENUE</u> to:	Fiscal Year 19	Fiscal Year 19
TOTAL ESTIMATED REVENUE	=====	=====
Anticipated <u>COST</u> to:	Fiscal Year 19	Fiscal Year 19
TOTAL ESTIMATED COST	=====	=====

No apparent fiscal or personnel impact.

HB140

HB140HSL/A

Delete entire House Bill 140 and substitute House Bill 140A
in lieu thereof;

BC 2/5/

AN ACT to create W.S. 34-22-101 through 34-22-413 relating to a residential landlord and tenant act; providing rights and duties of landlords and tenants; providing definitions; providing certain terms and conditions in lease agreements; providing remedies; providing for liens, providing for severability; and providing for an effective date.

-CROWLEY, CHAIRMAN

ADOPTED

HB140HSL/A

Page 13-line 21 Delete.
-LARSON

But

ADOPTED

THE LEGISLATURE OF THE STATE OF WYOMING

House of Representatives

Cheyenne, February 5, 1979

HB 140 HS 1

Mr. Speaker:

Your Committee No. 1 on Judiciary

to whom was referred House Bill No. 140

respectfully reports same back to the House with the recommendation that HB 140A be substituted for HB 140 and with the recommendation that HB 140A DO PASS.

Landlord and Tenant Act.

Sponsored by: Representative LARSON

A BILL

for

AN ACT to create W.S. 34-22-101 through 34-22-413 relating to a residential landlord and tenant act; providing rights and duties of landlords and tenants; providing definitions; providing certain terms and conditions in lease agreements; providing remedies; providing for liens, providing for severability; and providing for an effective date.

AYES

Unanimous

(TEXT TO BE DISTRIBUTED)

Ellen Crowley
Ellen Crowley

Chairman