



1 (a) A landlord shall:

2 (1) At the commencement of a tenancy, deliver the dwelling  
3 unit and surrounding premises in a fit and habitable condition, and  
4 shall thereafter maintain the leased property in ~~such~~ that  
5 condition; ~~and~~

6 (2) Maintain the leased property in a condition that meets  
7 requirements of applicable health, safety, fire and housing codes,  
8 unless the failure to meet those requirements is the fault of the  
9 tenant, a member of his or her family or other person on the  
10 premises with his or her consent; ~~and~~

11 (3) In multiple housing units, keep clean, safe and in repair  
12 all common areas of the premises remaining under his or her control  
13 that are maintained for the use and benefit of his or her tenants;  
14 ~~and~~

15 (4) Make all repairs necessary to keep the premises in a fit  
16 and habitable condition, unless ~~said~~ the repairs ~~were~~ are  
17 necessitated primarily by a lack of reasonable care by the tenant,  
18 a member of his or her family or other person on the premises with  
19 his or her consent; ~~and~~

20 (5) Maintain in good and safe working order and condition all  
21 electrical, plumbing, sanitary, heating, ventilating, air-  
22 conditioning and other facilities and appliances, including  
23 elevators, supplied or required to be supplied by him or her by  
24 written or oral agreement or by law; ~~and~~

1 (6) In multiple housing units, provide and maintain  
2 appropriate conveniences for the removal of ashes, garbage, rubbish  
3 and other waste incidental to the occupancy of the dwelling unit;  
4 ~~and~~

5 (7) With respect to dwelling units supplied by direct public  
6 utility connections, supply running water and reasonable amounts of  
7 hot water at all times, and reasonable heat between October 1, and  
8 ~~last day of~~ April 30, except where the dwelling unit is so  
9 constructed that running water, heat or hot water is generated by  
10 an installation within the exclusive control of the tenant; and

11 (8) Maintain the premises as to prevent the accumulation and  
12 the growth of mold and to promptly respond to any notices from a  
13 tenant relating to mold in the premises. When the accumulation of  
14 mold in the dwelling unit materially affects the health or safety  
15 of any tenant or authorized occupant, the landlord may require the  
16 tenant to temporarily vacate the dwelling unit in order for the  
17 landlord to perform mold remediation in accordance with the Centers  
18 for Disease Control and Prevention standards.

19 (b) If a landlord's duty under the rental agreement exceeds a  
20 duty imposed by this section, that portion of the rental agreement  
21 imposing a greater duty ~~shall control~~ controls.

22 (c) None of the provisions of this section ~~shall be deemed to~~  
23 require the landlord to make repairs when the tenant is in arrears  
24 in payment of rent.

1           (d) For the purposes of this section, the term "multiple  
2 housing unit" ~~shall mean~~ means a dwelling which contains a room or  
3 group of rooms located within a building or structure forming more  
4 than one habitable unit for occupants for living, sleeping, eating  
5 and cooking.

NOTE: The purpose of this bill is to require a landlord address issues of the accumulation of moisture and the growth of mold to protect the health and safety of his or her tenants, and perform mold remediation in accordance with the Centers for Disease Control and Prevention standards.

Strike-throughs indicate language that would be stricken from the present law, and underscoring indicates new language that would be added.