



1 property without any duty of accounting or any liability to any  
2 party. The landlord may dispose of perishable property in any  
3 manner the landlord considers fit.

4 B. If the tenant abandons or surrenders possession of the  
5 dwelling unit or has been lawfully removed from the premises through  
6 eviction proceedings and leaves household goods, furnishings,  
7 fixtures, or any other personal property in or around the dwelling  
8 unit, the landlord may take possession of the property, and if, in  
9 the judgment of the landlord the property has an ascertainable or  
10 apparent value, the landlord shall provide written notice to the  
11 tenant by certified mail to the last-known address that if the  
12 property is not removed within the time specified in the notice, the  
13 property will be deemed abandoned. Any property left with the  
14 landlord for a period of thirty (30) days or longer shall be  
15 conclusively determined to be abandoned and as such the landlord may  
16 dispose of said property in any manner which he deems reasonable and  
17 proper without liability to the tenant or any other interested  
18 party.

19 C. The landlord shall store all personal property of the tenant  
20 in a place of safekeeping and shall exercise reasonable care of the  
21 property. The landlord shall not be responsible to the tenant for  
22 any loss not caused by the landlord's deliberate or negligent act.  
23 The landlord may elect to store the property in the dwelling unit  
24 that was abandoned or surrendered by the tenant, in which event the

1 storage cost may not exceed the fair rental value of the premises.  
2 If the tenant's property is removed to a commercial storage company,  
3 the storage cost shall include the actual charge for the storage and  
4 removal from the premises to the place of storage.

5 D. If the tenant removes the personal property within the time  
6 limitations provided in this section, the landlord is entitled to  
7 the cost of storage for the period during which the property  
8 remained in the landlord's safekeeping plus all other costs that  
9 accrued under the rental agreement.

10 E. The landlord may not be held to respond in damages in an  
11 action by a tenant claiming loss by reason of the landlord's  
12 election to destroy, sell or otherwise dispose of the property in  
13 compliance with the provisions of this section. If, however, the  
14 landlord deliberately or negligently violated the provisions of this  
15 section, the landlord shall be liable for actual damages.

16 SECTION 2. This act shall become effective November 1, 2019.

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18 COMMITTEE REPORT BY: COMMITTEE ON RULES, dated 02/20/2019 - DO PASS,  
19 As Coauthored.

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