

1 AN ACT relating to tenancies in real property.

2 *Be it enacted by the General Assembly of the Commonwealth of Kentucky:*

3 ➔SECTION 1. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
4 READ AS FOLLOWS:

5 *(1) (a) This section shall apply only to leases or rental agreements created or*
6 *renewed on or after the effective date of this Act.*

7 *(b) A person who is both a named individual and a protected tenant shall not be*
8 *eligible for the protections under this section.*

9 *(2) As used in this section:*

10 *(a) "Named individual" means a person identified in the protective orders*
11 *listed in paragraph (b) of this subsection as restrained from contact with the*
12 *protected tenant; and*

13 *(b) 1. "Protected tenant" means a residential rental or leased housing*
14 *tenant, applicant for tenancy, or a tenant with a minor household*
15 *member, who is protected by a valid:*

16 *a. Domestic violence order issued pursuant to KRS 403.740 which*
17 *restrains the adverse party from any unauthorized contact; or*

18 *b. Interpersonal protective order issued pursuant to KRS 456.060*
19 *which restrains the adverse party from any unauthorized*
20 *contact.*

21 *2. For purposes of subsections (3) and (4) of this section, "protected*
22 *tenant" also means a residential rental or leased housing tenant,*
23 *applicant for tenancy, or a tenant with a minor household member*
24 *who is protected by a valid:*

25 *a. Emergency protective order issued pursuant to KRS 403.730;*

26 *b. Temporary interpersonal protective order issued pursuant to*
27 *KRS 456.040; or*

1 c. *Pretrial release no contact order issued pursuant to KRS*
2 *431.064.*

3 (3) (a) *A landlord shall not terminate, fail to renew, refuse to enter into, or*
4 *otherwise retaliate in the renting or leasing of a residence because of the*
5 *person's status as a protected tenant.*

6 (b) *It shall be a defense to an action for possession of a rented or leased*
7 *residential property if the court determines that:*

8 1. *The tenant is a protected tenant; and*

9 2. *The notice to vacate is substantially based on acts which violated the*
10 *tenant's protective order or led to the issuance of a protective order*
11 *listed in subsection (2) of this section, including an action for*
12 *possession based on complaints of noise, disturbances, or repeated*
13 *presence of peace officers.*

14 (4) (a) 1. *At the protected tenant's expense, a protected tenant may install a new*
15 *lock to his or her dwelling by:*

16 a. *Rekeying the lock if the lock is in good working condition; or*

17 b. *Replacing the entire locking mechanism with a locking*
18 *mechanism of equal or better quality than the lock being*
19 *replaced.*

20 2. *No later than forty-eight (48) hours after installing a new lock, the*
21 *protected tenant shall inform the landlord of the change in locks, and*
22 *provide a key to the new lock to the landlord upon request.*

23 (b) *Regardless of any provision in the lease or rental agreement, the landlord*
24 *may refuse to provide a key to the new lock to a named individual, even if*
25 *the named individual is a party to the lease or rental agreement.*

26 (c) *A named individual who has been excluded from leased or rented property*
27 *under this section remains liable for rent.*

1 (5) (a) For a protected tenant who obtains a valid protective order listed in
2 subsection (2)(b)1. of this section after entering into a lease or rental
3 agreement, the lease or rental agreement may be terminated by providing
4 the landlord with:

- 5 1. Written notice of termination to be effective on a date stated in the
6 notice that is at least thirty (30) days after the landlord's receipt of the
7 notice; and
- 8 2. A copy of the valid protective order.

9 (b) For a protected tenant who obtains a valid protective order listed in
10 subsection (2)(b)1. of this section before entering into a lease or rental
11 agreement, the lease or rental agreement may be terminated by:

- 12 1. Providing the landlord with written notice of termination to be
13 effective on a date stated in the notice that is at least thirty (30) days
14 after the landlord's receipt of the notice;
- 15 2. Attaching a copy of the valid protective order; and
- 16 3. Demonstrating a safety concern to the landlord that arises after
17 execution of the lease.

18 (c) Upon termination of a lease or rental agreement under this section, the
19 released protected tenant shall:

- 20 1. Be liable for the rent due under the lease or rental agreement prorated
21 to the effective date of the termination and payable at the time that
22 would have been required by the terms of the lease or rental
23 agreement;
- 24 2. Not receive a negative credit entry, a negative character reference, or
25 be liable for any other rent or fees due solely to the early termination
26 of the tenancy; and
- 27 3. Not be subject to any damages or penalties if a lease or rental

1 agreement is terminated under this subsection fourteen (14) or more
2 days prior to occupancy.

3 (d) Regardless of whether the named individual is a party to a lease or rental
4 agreement terminated under this subsection, the named individual:

5 1. Is deemed to have interfered with the terminated lease or rental
6 agreement between the landlord and tenant; and

7 2. Shall be civilly liable for all economic losses incurred by the landlord
8 for the early lease termination, including unpaid rent, early lease
9 termination fees, commissions and advertising costs incurred in
10 reletting the premises, costs to repair damages to the premises, or any
11 reductions in rent previously granted to the protected tenant.

12 (6) Regardless of conflicting provisions in a named individual's rental agreement or
13 lease, if a named individual and a protected tenant are co-tenants, a landlord
14 may:

15 (a) Refuse access to the property by a named individual unless the named
16 individual is specifically permitted access by court order; and

17 (b) Pursue all available legal remedies against the named individual,
18 including:

19 1. Termination of the named individual's rental agreement or lease;

20 2. Eviction of the named individual, whether or not a lease or rental
21 agreement between the landlord and the named individual exists; and

22 3. Action for damages against the named individual for any unpaid rent
23 owed by the named individual or any damages resulting from a
24 violation of a valid protective order listed in subsection (2)(b)1. of this
25 section.

26 (7) Notwithstanding the release of a protected tenant or an exclusion of a named
27 individual from a lease or rental agreement under this section, if there are any

1 remaining tenants residing in the dwelling unit, the tenancy shall continue for
2 those tenants.

3 (8) A landlord is immune from civil liability if the landlord in good faith acts in
4 accordance with this section.

5 ➔SECTION 2. A NEW SECTION OF KRS CHAPTER 383 IS CREATED TO
6 READ AS FOLLOWS:

7 (1) A landlord shall not include in a residential rental agreement or lease for
8 housing a provision authorizing the landlord to terminate the agreement or to
9 impose a penalty on a tenant for requests made by the tenant for assistance from
10 peace officers or other assistance in response to emergencies.

11 (2) A residential rental agreement or lease provision prohibited by subsection (1) of
12 this section is unenforceable. If a landlord enforces a rental agreement or lease
13 containing provisions known by the landlord to be prohibited by this section, the
14 tenant may recover actual damages sustained by the tenant, reasonable attorney's
15 fees, and all other costs incurred in bringing the action, and punitive damages of
16 not more than two (2) months of periodic rent.

17 (3) This section shall apply only to leases or rental agreements created or renewed on
18 or after the effective date of this Act.