Research Protocol for State Landlord-Tenant Laws

Prepared by the Policy Surveillance Program Staff

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RESEARCH PROTOCOL
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State Landlord-Tenant Laws

I. **Date of Protocol:** August 2017

II. **Scope:** Collect, code and analyze state laws regulating the landlord-tenant relationship. State landlord-tenant laws govern the relationship between parties to a residential lease agreement, including maximum security deposit amounts, property maintenance requirements, and steps landlords and tenants may take if lease agreements are broken, among other elements. While this dataset was originally cross-sectional, in the August 2019 update it became longitudinal, and now captures all relevant laws in effect from August 1, 2017 through August 1, 2019.

III. **Primary Data Collection**

   a. **Project dates:** July 2017 – August 2019.

   b. **Dates covered in the dataset:** July 1, 1976 – August 1, 2019. This is a longitudinal dataset analyzing state landlord-tenant laws in effect from August 1, 2017 through August 1, 2019. The effective date listed for each state is the date of the most recent version of the law or regulation within that state. If more than one law or regulation is included in the legal text for a state, the effective date reflects the date of the most recently amended or enacted law or regulation within the legal text.

   c. **Data Collection Methods:** The Policy Surveillance Program Staff (Team) building this dataset consisted of four legal researchers (Researchers) and one supervisor (Supervisor). Westlaw Next was used to identify which states had landlord-tenant laws in effect as of August 1, 2017. Secondary sources, including the National Conference of State Legislatures (NCSL) State Adoption of URLTA Landlord Duties, Nolo.com: State Landlord-Tenant Laws, as well as a subject matter expert from University of San Francisco School of Law, Professor Tim Iglesias, were consulted to assist with defining the scope of the laws included in this dataset.

   d. **Databases Used:** Research was conducted using Westlaw Next, state-specific legislature websites, and secondary sources such as NCSL and Nolo.com.
      i. Full text versions of the laws collected were collected from each respective state legislature website.

   e. **Search Terms:**
      i. Keyword searches:
a. “Landlord tenant”
b. “Landlord duties”
c. “Tenant duties”
d. “Landlord obligations”
e. “Tenant obligations”
f. “Rental agreements”
g. “Residential rental agreements”
h. “Landlord-tenant act”
i. “Landlord” & “Tenant”
j. “Landlord” & “Victim”
k. “Residential” & “Landlord”
l. “Maintain” & “Habitable”
m. “Landlord” & “Tenant” & “Domestic violence”
n. “Landlord” & “Tenant” & “Retaliation”
o. “Landlord” & “Tenant” & “Security deposit”
p. “Landlord Tenant” & “Uniform Residential Landlord Tenant”

ii. Key word searches were supplemented by reviewing the table of contents chapters of landlord-tenant laws.

iii. Once all the relevant statutes and regulations were identified for a jurisdiction, a Master Sheet was created for each jurisdiction. The Master Sheet for each jurisdiction includes the most recent statutory history for each statute and regulation. The most recent effective dates, or the date when a version of law or regulation becomes enforceable, are recorded for each relevant statute and regulation.

iv. All 51 jurisdictions were 100% independently, redundantly researched to confirm that all relevant law was collected by the Researchers.

v. Divergences, or differences between the original research and redundant research, were reviewed by the Supervisor and resolved by the Team.

f. Initial Returns and Additional Inclusion or Exclusion Criteria: Included laws pertaining to state-level landlord-tenant laws.

i. The following variables were included in the state landlord-tenant dataset:
   • Dwellings exempt from state landlord-tenant laws
   • Landlord duties regarding maintenance of the dwelling
   • Tenant duties regarding maintenance of the dwelling
   • Landlord remedies
   • Tenant remedies
   • Maximum amount a landlord can charge for a security deposit
   • Anti-retaliation provisions
   • Tenant’s ability to alter lease when they are victims of domestic abuse

ii. The following variables were excluded in the state landlord-tenant dataset:
• Any rights or duties which may exist at common law but are not codified in state law
• Landlord-tenant laws governing commercial property
• Idaho’s Manufactured Home Residency Act and the Floating Residency Act which applies to mobile homes and boat homes

IV. Coding

a. Development of Coding Scheme: The Team conceptualized coding questions, and then circulated them to a subject matter expert for review. When the questions were finalized, the Team entered them into MonQcle, a web-based software-coding platform.

b. Coding methods: Below are specific rules used when coding the questions and responses in the state landlord-tenant laws dataset:

Question: “Is there a landlord-tenant law?”
• States were coded as “Yes” if there was a law or regulation that imposed requirements on landlords and/or tenants in a residential lease.

Question: “What dwellings, if any, are exempt from state landlord-tenant law?”
• Where the law exempted hotels or motels, “Hotel” was coded.
• Where the law exempted renters in a dwelling who held a contract to purchase the dwelling, “Renter holds a contract to purchase the dwelling” was coded.
• Where the law exempted occupancy in a dwelling by members of a social or fraternal organization, “Occupancy by a member of a social organization operated for the benefit of the organization” was coded.
• Where the law exempted occupancy in a dwelling by the landlord’s employee whose occupancy was conditional upon continued employment, “Occupancy by an employee whose occupancy is conditional on employment” was coded.
• Where the law exempted occupancy in a dwelling by an owner of a condominium, “Occupancy by an owner of a condominium” was coded.
• Where the law exempted occupancy in a dwelling used primarily for farming or agricultural purposes, “Occupancy under a rental agreement for a dwelling used primarily for agriculture” was coded.
• Where the law exempted occupancy in public housing, “Public housing” was coded.
• If the law did not explicitly mention any dwellings that were exempt, “Exemptions not specified” was coded.
• The following dwellings, if exempt from a state’s landlord-tenant law, were scoped out of the dataset:
  o Residence at an institution, public or private, if incidental to detention or provision of medical, geriatric, educational, counseling, religious or similar service
  o Holders of a proprietary lease in a cooperative
Mobile homes
Manufactured homes
Lease of improved residential land
Transitional housing

Question: “What are the landlord’s duties regarding the maintenance of the dwelling?”

- Where the law explicitly required the landlord to maintain the premises in habitable conditions, “Maintain habitable conditions” was coded.
- Where the law required the landlord to comply with all applicable housing codes, health and safety codes, or other applicable housing laws and ordinances, “Comply with applicable housing codes” was coded.
- Where the law required the landlord to make necessary repairs, or maintain certain items on the premises, “Make repairs” was coded.
- Where the law required the landlord to keep common areas of the building in a safe condition, “Keep common areas in safe condition” was coded.
- Where the law required the landlord to maintain supplied appliances or equipment, “Maintain supplied appliances” was coded.
  - Appliances refers to household appliances such as a refrigerator and washer/dryer, and not electric, plumbing, heat or water.
- Where the law required the landlord to provide waste receptacles, “Maintain appropriate receptacles for waste” was coded.
- Where the law required the landlord to provide the building with running water or hot water, “Supply running water” was coded.
  - If the law called for penalties for interrupting water service to the tenant, “Supply running water” was coded.
- Where the law required the landlord to supply the building with heat, “Supply heat” was coded.
- If the law did not impose any specific duties on the landlord to maintain the dwelling, “Duties not specified” was coded.
- The following landlord duties were scoped out of the dataset:
  - Duty to provide locks
  - Duty to provide smoke detectors and carbon monoxide detectors
  - Duty to exterminate rodents and/or insects
  - Requirements to make dwelling energy efficient
  - Duty to maintain sanitary systems
  - Duty to deliver possessions
  - Duty to not knowingly allow damage

Question: “What are the tenant’s duties regarding maintenance of the dwelling?”

- Where the law required the tenant to comply with all applicable housing codes, health and safety codes, or other applicable housing laws and ordinances, “Comply with applicable housing codes” was coded.
- Where the law required the tenant to keep the premises safe, “Keep premises safe” was coded.
- Where the law required the tenant to dispose of waste on the premises, “Dispose of waste” was coded.
- Where the law required the tenant to keep plumbing fixtures clear, clean, or sanitary, “Keep plumbing fixtures clear” was coded.
- Where the law required the tenant to use supplied appliances in a reasonable manner, “Use appliances in a reasonable manner” was coded.
- Where the law prohibited the tenant for destroying, or allowing to be destroyed, any part of the dwelling, “Do not destroy any part of the dwelling” was coded.
  - Where the law stated that a tenant is responsible or must pay damages for any destroyed property, “Do not destroy any part of the dwelling” was coded.
  - Where the law stated that the tenant must make repairs to any damaged property, “Do not destroy any part of the dwelling” was coded.
  - Where the law stated that the landlord could terminate the lease if the tenant destroyed the property, “Do not destroy any part of the dwelling” was coded.
- Where the law prohibited the tenant from disturbing, or allowing any guests to disturb neighbors, “Do not disturb neighbors” was coded.
  - Where the law indicated a landlord could take legal action for disturbing neighbors, “Do not disturb neighbors” was coded.
  - Where the tenant was prohibited from causing a nuisance, “Do not disturb neighbors” was coded.
- If the law did not impose any specific duties on the tenant to maintain the dwelling, “Duties not specified” was coded.
- The following tenant duties were scoped out of the dataset:
  - Duty to not participate in crime
  - Duty to maintain smoke detectors and carbon monoxide detectors
  - Duty to not change the locks without the landlord’s permission
  - Restrictions on subleasing without the landlord’s permission
  - Duty to make current payments
  - Duty to comply with rental agreement
  - Duty to inform landlord of defective conditions
  - Duty to allow landlord access

**Question:** “What remedies are available to the landlord?”
- Where the law stated that a landlord may collect monetary damages for the tenant’s noncompliance with the law or breach of the lease agreement, “Monetary damages” was coded.
- Where the law stated that the landlord could retain the tenant’s security deposit as a form of damages, “Retain security deposit” was coded.
- Where the law allowed the landlord to enter the premises and make necessary repairs caused by the tenant at the tenant’s expense, “Landlord can make repairs” was coded.
- If the law did not explicitly list any remedies available to the landlord, “Remedies not specified” was coded.
- The following landlord duties were scoped out of the dataset:
  - Landlord’s right to discontinue utility services
Question: “What remedies are available to the tenant?”

- Where the law stated that a tenant may terminate the lease for the landlord’s noncompliance with the law or breach of the lease agreement, “Terminate lease” was coded.
- Where the law stated that a tenant may collect monetary damages for the landlord’s noncompliance with the law or breach of the lease agreement, “Monetary damages” was coded.
  - Monetary damages includes: tenant’s right to deduct rent; recover paid rent; and rent abatement.
- Where the law stated that the tenant may make repairs to the premises at the landlord’s expense, “Tenant can make repairs” was coded.
- If the law did not explicitly mention any remedies that were available to the tenant, “Remedies not specified” was coded.

Question: “What is the maximum amount a landlord could charge for a security deposit?”

- This question was coded whenever the law explicitly stated the maximum amount a landlord could charge for a security deposit in months.
- Where the law did not mention a maximum amount that a landlord could charge, “Amount not specified” was coded.

Question: “Are landlords prevented from taking retaliatory actions against a tenant who asserts his or her rights under the law?”

- Where the law prohibited landlords from taking retaliatory actions against a tenant for asserting his or her rights under the law, “Yes” was coded.
- Where the law was silent on whether landlords were prohibited from taking retaliatory actions against a tenant for asserting his or her rights under the law, “No” was coded.

Question: “Does the law allow tenants that are victims of domestic violence to alter their lease?”

- Where the law stated that victims of domestic violence may request a lock change, “Yes, they may request a lock change” was coded.
- Where the law stated that victims of domestic violence may terminate their lease, “Yes, they may terminate their lease” was coded.
- Where the law was silent on whether victims of domestic violence were allowed to alter their lease, “No” was coded.

V. Quality Control

a. Quality Control – Background Research: All 51 jurisdictions were 100% redundantly researched to confirm that all relevant laws were collected by the Researchers. The Researchers also consulted secondary sources (NCSL and Nolo.com) to verify whether states had state-level landlord-tenant laws within the scope of the dataset.

i. The research showed that all 51 jurisdictions have some form of landlord-tenant laws.
b. **Quality Control – Coding**

i. **Original coding**: Quality control of the original coding consisted of the Supervisor exporting the data into a Microsoft Excel document each day the Researchers completed coding to examine the data for any missing entries, citations, and caution notes.

ii. **Redundant coding**: The redundant coding process is 100% independent, redundant coding by two Researchers of each jurisdiction. Redundant coding means that each jurisdiction (a record) is assigned and coded independently by the two Researchers. Divergences, or differences between the original coding and redundant coding, are resolved through consultation and discussion with subject matter experts and the Team.

Quality control of the redundant coding consisted of the Supervisor exporting the data into a Microsoft Excel document each day the Researchers completed redundant coding to calculate divergence rates. 100% of the records were redundantly coded throughout the life of the project.

After coding the first 15 jurisdictions (Batch 1), the rate of divergence was 6.67% on July 19, 2017. A coding review meeting was held and all divergences were resolved. Questions that were causing confusion were edited for clarity and then checked across the dataset to make sure coding was consistent. The Supervisor assigned the next 20 jurisdictions (Batch 2) for redundant coding and the rate of divergence dropped to 5.23% on July 28, 2017. Again, a coding review meeting was held and all divergences were resolved. The Supervisor then assigned 100% redundant coding of the next 16 jurisdictions (Batch 3) and the divergence rate dropped to 3.69% on August 8, 2017. Divergences were again resolved through consultation and discussion with the Team.

iii. **Post-production statistical quality control**: To ensure reliability of the data, a statistical quality control procedure (SQC) is run once all of the original and redundant coding is finished. To conduct SQC, the Supervisor takes a random sample of variables from the dataset for the Researchers to independently code. SQC occurs until divergences are below 5%. The Supervisor ran SQC (10% sample of 204 records) after the dataset was completed on September 6, 2017. At that time, the divergence rate was 5.4%. Each divergence was then reviewed as a team and resolved. A second round of SQC was completed (5% sample of 102 variables) on September 20, 2017, at which time the divergence rate was 3.9%. These divergences were reviewed and resolved as a Team.

iv. **Final data check**: Once all of the coding and quality control was completed, the Researchers checked the final coding results against
secondary sources. The secondary sources used for comparison were National Conference of State Legislatures (NCSL) State Adoption of URLTA Landlord Duties, and Nolo.com: State Landlord-Tenant Laws. Prior to publication, the Supervisor downloaded all coding data into Microsoft Excel to do a final review of coding answers, statutory and regulatory citations, and caution notes. All unnecessary caution notes were deleted and all necessary caution notes were edited for publication.

VI. Update (August 2019)

a. **Scope:** This dataset originally began as a cross-sectional dataset capturing laws effective as of August 1, 2017. During the August 2019 update, the dataset became longitudinal and now captures all relevant laws in effect from August 1, 2017 through August 1, 2019.

b. **Data collection methods:** One update Supervisor and four Researchers checked all existing legal citations on Westlaw and legislative tracking websites for amendments between August 1, 2017 and August 1, 2019. The Team collected the relevant laws for the 51 jurisdictions that have amended landlord-tenant laws in that time span. In addition, the search terms used in section III(e) were used to search for any new laws that had been enacted since the initial data collection phase. This process was completed in three batches of 17 jurisdictions each.

The Researchers then created new records with updated legal text for states with new laws or changes to existing laws.

c. **Updated Coding:** Records that did not have substantive changes did not need to be re-coded because the answers remained the same. For these records, only the text of the law was adjusted where necessary and dates were updated. Where there were substantive changes to the law, the Researchers updated the coding and performed redundant coding for quality control purposes.

d. **Quality Control:** The Supervisor downloaded records into Excel and ran divergence calculations on the redundantly coded records. All records with substantive changes in the law were redundantly coded. The Team found that only two states, Georgia and Vermont, had substantive changes to its law since the previous data collection phase that affected an answer choice. Once redundant coding was complete for these states, the Supervisor reviewed the coding to determine if there were any divergences. Batch 1 (Georgia) had no divergences. Batch 2 (Vermont) had a divergence rate of 5% (2 divergences). These were reviewed and resolved as a team.

e. Prior to publication, the Supervisor downloaded all coding data into Microsoft Excel to do a final review of coding answers, statutory and regulatory citations, and caution
notes. All unnecessary caution notes were deleted and all necessary caution notes were edited for publication.