S.B. 548 VETOES

renewal of the lease or causing it to be executed, is entitled to demand and recover not more than three years' back rent, in addition to any renewal fine that may be provided for in the lease. The tenant may plead this section in bar of the recovery of any larger amount of rent.

8-113.

A covenant or promise by the tenant to leave, restore, surrender, or yield the leased premises in good repair does not bind [him] THE TENANT to erect any similar building or pay for any building destroyed by fire or otherwise without negligence or fault on [his] THE TENANT'S part.

8-114.

The right of a tenant to remove fixtures erected by [him] THE TENANT is not lost or impaired by [his] THE TENANT'S acceptance of a subsequent lease of the same premises without any intermediate surrender of possession.

8-116.

- (b) A tenant or [his] THE TENANT'S agent, who interferes, directly or indirectly with the stripping, packing, shipment, or sale of tobacco by the landlord, is guilty of a misdemeanor and, on conviction, is subject to a fine of not less than \$100 or by imprisonment for not less than 90 days nor more than six months, or both. 8-203.
- (c) (3) The receipt or lease shall contain language informing the tenant of [his] THE TENANT'S rights under this section to receive from the landlord a written list of all existing damages if the tenant makes a written request of the landlord within 15 days of the tenant's occupancy.
- (d) (1) If the landlord imposes a security deposit, on written request, [he] THE LANDLORD promptly shall provide the tenant with a written list of all existing damages. The request must be made within 15 days of the tenant's occupancy.
- The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage to the leased premises by the tenant, [his] THE TENANT'S family, agents, employees, or social guests in excess of ordinary wear and tear. The tenant has the right to be present when the landlord or [his] THE LANDLORD'S agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of [his] THE TENANT'S intention to move, the date of moving, and [his] THE TENANT'S new address. The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice. The tenant shall be advised of [his] THE TENANT'S rights under this subsection in writing at the time of [his] THE TENANTS payment of the security deposit. Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages: