

Montana

Landlord - Tenant Laws Complete Guide



Montana Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

Table of Contents

1. Security Deposit
2. Lease, Rent & Fees
3. Notices and Entry

Introduction

This comprehensive guide provides a complete overview of Montana's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Montana.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No maximum. Common practice is 1-2x monthly rent

Legal Statute:

No content available

Security Deposit Interest:

What This Means: No statute

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 30-days

Legal Statute:

(1) Except as provided in subsection (2): (a) Each landlord, within 30 days subsequent to the termination of a tenancy or within 30 days subsequent to a surrender and acceptance of the leasehold premises, whichever occurs first, shall provide the departing tenant with a written list of any rent due and any damage and cleaning charges, brought after the provisions of 70-25-201 have been followed, with regard to the leasehold premises that the landlord alleges are the responsibility of the tenant. Delivery of the list must be accompanied by payment of the difference, if any, between the security deposit and the permitted charges set forth in 70-25-201. Delivery must be accomplished by mailing the list and refund to the new address provided by the tenant or, if a new address is not provided, to the tenant's last-known address.

(b) If after inspection there are no damages to the premises, no cleaning required, and no rent unpaid and if the tenant can demonstrate that no utilities are unpaid by the tenant, the landlord shall return the security deposit within 10 days by mailing it to the new address provided by the tenant or, if a new address is not provided, to the tenant's last-known address.

(c) It is not a wrongful withholding of security deposit funds if the landlord mails the funds to the last-known address of a tenant who has departed and the tenant does not receive the funds because the tenant has not given the landlord the tenant's new address, but the landlord remains liable to the tenant for the amount due the tenant.

(2) This section does not apply if a rental agreement is terminated pursuant to 70-24-427 or 70-33-427 and the landlord has a pending claim for actual damages filed in court.

§ 70-25-202, MCA

Amended by Laws 2023, Ch. 383, Sec. 3, eff. 5/3/2023. En. 42-304 by Sec. 4, Ch. 219, L. 1974; amd. Sec. 3, Ch. 297, L. 1977; R.C.M. 1947, 42-304; amd. Sec. 3, Ch. 505, L. 1991; amd. Sec. 1, Ch. 241, L. 2001.

Permitted Uses of the Deposit:



<https://www.RocketRent.com>

What This Means: Unpaid rent, late charges, utilities, cleaning.

Legal Statute:

(1) A landlord renting property covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have been caused by the tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties due under lease provisions, and other money owing to the landlord at the time of deduction, including rent owed under 70-24-441(3), and a sum for actual cleaning expenses, including a reasonable charge for the landlord's labor.

(2) At the request of either party, the premises may be inspected within 1 week prior to termination of the tenancy.

(3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges may not be deducted until written notice has been given to the tenant. The notice must include the cleaning not accomplished by the tenant and the additional and type or types of cleaning that need to be done by the tenant to bring the premises back to its condition at the time of its renting. After the delivery of the notice, the tenant has 24 hours to complete the required cleaning, unless the rental agreement is already terminated pursuant to 70-24-427 or 70-33-427 and the landlord has a pending claim for actual damages filed in court. If notice is mailed by certified mail, service of the notice is considered to have been made 3 days after the date of the mailing. A tenant who fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from the deposit, or the landlord may leave a copy of the notice in a conspicuous location in the rental unit and notify the tenant by e-mail, phone, or text, and notice is considered delivered.

(4) A person may not deduct or withhold from the security deposit any amount for purposes other than those set forth in this section.

§ 70-25-201, MCA

Amended by Laws 2023, Ch. 383, Sec. 2, eff. 5/3/2023.

Amended by Laws 2021, Ch. 536, Sec. 9, eff. 5/14/2021.

En. 42-303 by Sec. 3, Ch. 219, L. 1974; amd. Sec. 2, Ch. 297, L. 1977; R.C.M. 1947, 42-303; amd. Sec. 14, Ch. 115, L. 1979; amd. Sec. 2, Ch. 505, L. 1991; amd. Sec. 1, Ch. 342, L. 1993; amd. Sec. 4, Ch. 389, L. 1995; amd. Sec. 5, Ch. 401, L. 1997.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

(1) A landlord renting property covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have been caused by the tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties due under lease provisions, and other money owing to the landlord at the time of deduction, including rent owed under 70-24-441(3), and a sum for actual cleaning expenses, including a reasonable charge for the landlord's labor.

(2) At the request of either party, the premises may be inspected within 1 week prior to termination of the tenancy.

(3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges may not be deducted until written notice has been given to the tenant. The notice must include the cleaning not accomplished by the tenant and the additional and type or types of cleaning that need to be done by the tenant to bring the premises back to its condition at the time of its renting. After the delivery of the notice, the tenant has 24 hours to complete the required cleaning, unless the rental agreement is already terminated pursuant to 70-24-427 or 70-33-427 and the landlord has a pending claim for actual damages filed in court. If notice is mailed by certified mail, service of the notice is considered to have been made 3 days after the date of the mailing. A tenant who fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from the deposit, or the landlord may leave a copy of the notice in a conspicuous location in the rental unit and notify the tenant by e-mail, phone, or text, and notice is considered delivered.

(4) A person may not deduct or withhold from the security deposit any amount for purposes other than those set forth in this section.

§ 70-25-201, MCA

Amended by Laws 2023, Ch. 383, Sec. 2, eff. 5/3/2023.

Amended by Laws 2021, Ch. 536, Sec. 9, eff. 5/14/2021.

En. 42-303 by Sec. 3, Ch. 219, L. 1974; amd. Sec. 2, Ch. 297, L. 1977; R.C.M. 1947, 42-303; amd. Sec. 14, Ch. 115, L. 1979; amd. Sec. 2, Ch. 505, L. 1991; amd. Sec. 1, Ch. 342, L. 1993; amd. Sec. 4, Ch. 389, L. 1995; amd. Sec. 5, Ch. 401, L. 1997.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

(1) Except as provided in subsection (2): (a) Each landlord, within 30 days subsequent to the termination of a tenancy or within 30 days subsequent to a surrender and acceptance of the leasehold premises, whichever occurs first, shall provide the departing tenant with a written list of any rent due and any damage and cleaning charges, brought after the provisions of 70-25-201 have been followed, with regard to the leasehold premises that the landlord alleges are the responsibility of the tenant. Delivery of the list must be accompanied by payment of the difference, if any, between the security deposit and the permitted charges set forth in 70-25-201. Delivery must be accomplished by mailing the list and refund to the new address provided by the tenant or, if a new address is not provided, to the tenant's last-known address.

(b) If after inspection there are no damages to the premises, no cleaning required, and no rent unpaid and if the tenant can demonstrate that no utilities are unpaid by the tenant, the landlord shall return the security deposit within 10 days by mailing it to the new address provided by the tenant or, if a new address is not provided, to the tenant's last-known address.

(c) It is not a wrongful withholding of security deposit funds if the landlord mails the funds to the last-known address of a tenant who has departed and the tenant does not receive the funds because the tenant has not given the landlord the tenant's new address, but the landlord remains liable to the tenant for the amount due the tenant.

(2) This section does not apply if a rental agreement is terminated pursuant to 70-24-427 or 70-33-427 and the landlord has a pending claim for actual damages filed in court.

§70-25-202, MCA

Amended by Laws 2023, Ch. 383, Sec. 3, eff. 5/3/2023. En. 42-304 by Sec. 4, Ch. 219, L. 1974; amd. Sec. 3, Ch. 297, L. 1977; R.C.M. 1947, 42-304; amd. Sec. 3, Ch. 505, L. 1991; amd. Sec. 1, Ch. 241, L. 2001.

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Failure to Comply:

What This Means: Results in landlord forfeiting any withholding on the deposit.

Legal Statute:

Any landlord who fails to provide the departing tenant with a written list of damage and cleaning charges as required by 70-25-202 shall forfeit all rights to withhold any portion of the security deposit for the damages or cleaning charges.

§ 70-25-203, MCA

En. 42-305 by Sec. 5, Ch. 219, L. 1974; amd. Sec. 4, Ch. 297, L. 1977; R.C.M. 1947, 42-305.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: At the beginning of the month or week depending on the type of lease unless otherwise stated in the lease.

Legal Statute:

(1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule or law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(2) Unless the rental agreement provides otherwise: (a) the tenant shall pay as rent the rental value for the use and occupancy of the dwelling unit as determined by the landlord; (b) rent is payable at the landlord's address or using electronic funds transfer to an account designated for the payment of rent by the landlord; (c) periodic rent is payable at the beginning of a term of a month or less and otherwise in equal monthly installments at the beginning of each month; (d) rent is uniformly apportionable from day to day; (e) the tenancy is week to week in the case of a roomer who pays weekly rent and in all other cases month to month; and (f) if either party terminates the rental agreement without cause prior to the expiration date of the lease term, the aggrieved party is entitled to monetary damages up to 1 month's rent or an amount that is agreed on in the rental agreement, which may not exceed 1 month's rent. Landlords shall follow 70-24-426(3) and are entitled to rent from defaulting tenants up to the date a new tenancy starts or the date the rental agreement term expires.

(3) Rent is payable without demand or notice at the time and place agreed upon by the parties or provided for by subsection (2).

§ 70-24-201, MCA

Amended by Laws 2021, Ch. 536, Sec. 3, eff. 5/14/2021. Amended by Laws 2017, Ch. 155, Sec. 1, eff. 4/4/2017. En. 42-413 by Sec. 13, Ch. 313, L. 1977; R.C.M. 1947, 42-413.

Payment Methods:

What This Means: Payable at landlord's address or via electronic funds.

Legal Statute:

(1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule or law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(2) Unless the rental agreement provides otherwise:

(a) the tenant shall pay as rent the rental value for the use and occupancy of the dwelling unit as determined by the landlord;

(b) rent is payable at the landlord's address or using electronic funds transfer to an account designated for the payment of rent by the landlord;

(c) periodic rent is payable at the beginning of a term of a month or less and otherwise in equal monthly installments at the beginning of each month;

(d) rent is uniformly apportionable from day to day;

(e) the tenancy is week to week in the case of a roomer who pays weekly rent and in all other cases month to month; and

(f) if either party terminates the rental agreement without cause prior to the expiration date of the lease term, the aggrieved party is entitled to monetary damages up to 1 month's rent or an amount that is agreed on in the rental agreement, which may not exceed 1 month's rent. Landlords shall follow 70-24-426(3) and are entitled to rent from defaulting tenants up to the date a new tenancy starts or the date the rental agreement term expires.

(3) Rent is payable without demand or notice at the time and place agreed upon by the parties or provided for by subsection (2).

§ 70-24-201, MCA

Amended by Laws 2021, Ch. 536, Sec. 3, eff. 5/14/2021. Amended by Laws 2017, Ch. 155, Sec. 1, eff. 4/4/2017. En. 42-413 by Sec. 13, Ch. 313, L. 1977; R.C.M. 1947, 42-413.

Rent Increase Notice:

What This Means: No specific statute regarding rent increase notices. However, if the landlord wants to make any substantial change they must give 30-day notice for monthly agreements, and 7-day notice for weekly agreements.

Legal Statute:

(1) A landlord may adopt a rule concerning the tenant's use and occupancy of the premises. A rule is enforceable against the tenant only if:

- (a) its purpose is to promote the convenience, safety, or welfare of the occupants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
 - (b) it is reasonably related to the purpose for which it is adopted;
 - (c) it applies to all occupants in the premises in a fair manner;
 - (d) it is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;
 - (e) it is not for the purpose of evading the obligations of the landlord; and
 - (f) the tenant has notice of it at the time that the tenant enters into the rental agreement or when it is adopted.
- (2) A rule adopted by a landlord must be in writing and must be given to each tenant residing on the premises and to each new tenant upon arrival.
- (3) If a rule is adopted after a tenant enters into a rental agreement that works a substantial modification of the tenant's bargain, it is not valid until 7 days after written notice to the tenant in the case of a week to week tenancy or 30 days' written notice in the case of tenancies from month to month.

§70-24-311, MCA

En. 42-423 by Sec. 23, Ch. 313, L. 1977; R.C.M. 1947, 42-423; amd. Sec. 3, Ch. 470, L. 1993; amd. Sec. 5, Ch. 487, L. 1993; amd. Sec. 1, Ch. 389, L. 1995.

Late Fees:

What This Means: No statute. However, if any late fees are to be imposed it must be stated in the lease.

Legal Statute:

No content available

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Returned Check Fees:

What This Means: 30

Legal Statute:

(1) A person who issues a check, draft, converted check, electronic funds transfer, or order for the payment of money is liable for a service charge, as provided in subsection (2), or for damages in a civil action, as provided in subsection (3), to the payee to whom the check, draft, converted check, electronic funds transfer, or order is issued, or the payee's assignee, if the check, draft, converted check, electronic funds transfer, or order is: (a) dishonored for lack of funds or credit or because the issuer does not have an account with the drawee; or (b) issued in partial or complete fulfillment of a valid and legally binding obligation and the issuer stops payment with the intent to fraudulently defeat a possessory lien or otherwise defraud the payee of the check.

(2) The person who issues the check, draft, converted check, electronic funds transfer, or order is liable to the payee or the payee's assignee for a service charge in an amount not greater than \$30. The payee or the payee's assignee may waive the service charge. Demand for the service charge must be made in writing by the payee or the payee's assignee and mailed to the address shown on the check, draft, converted check, or order or to the issuer's last-known address. The demand must state that the issuer is required to pay the value of the check, draft, converted check, electronic funds transfer, or order and service charge and must state the service charge provided for in this section.

(3) The amount of damages awarded pursuant to subsection (1) must be an amount equal to the service charge plus the greater of \$100 or three times the amount for which the check, draft, converted check, electronic funds transfer, or order was issued. However, damages may not exceed the value of the check, draft, converted check, electronic funds transfer, or order by more than \$500.

(4) The remedy provided by subsection (3) is available only if: (a) the payee or the payee's assignee has made the written demand required in subsection (2) not less than 10 days before commencing the action; and (b) the issuer has failed to tender an amount of money equal to the amount demanded under subsection (2) prior to the commencement of the action.

(5) The remedy provided by this section: (a) may be pursued notwithstanding the provisions of 27-1-312; (b) may be pursued whether or not a criminal penalty is sought under 45-6-316 or any other statute providing a criminal penalty; and (c) does not affect the obligation of the issuer provided for in 30-3-423 to pay the amount of the draft. However, in case of any inconsistency with the provisions of Title 30, chapter 3, the provisions of this section apply.

(6) Upon introduction by the payee or the payee's assignee of evidence sufficient to establish the fact of mailing as required under subsection (2), the failure to receive the written demand is not a defense to the action allowed under subsection (3). The statute of limitations for the liability created under this section is 6 years from the date of the demand under subsection (2).

(7) This section applies to all checks, drafts, converted checks, electronic funds transfers, and orders, including those electronically presented for payment.

(8) Making partial payments of amounts owed under this section or entering into an agreement for paying in whole or in part amounts owed under this section does not waive any right that the payee or the payee's assignee may have under this section. Once a demand required under this section is made, the demand is not required to be repeated upon partial payment of amounts owed under this section.

§ 27-1-717, MCA

En. Secs. 1, 2, Ch. 611, L. 1983; amd. Sec. 1, Ch. 557, L. 1985; amd. Sec. 229, Ch. 410, L. 1991; amd. Sec. 47, Ch. 10, L. 1993; amd. Sec. 1, Ch. 304, L. 1995; amd. Sec. 12, Ch. 515, L. 2001; amd. Sec. 6, Ch. 510, L. 2003; amd. Sec. 6, Ch. 392, L. 2005; amd. Sec. 1, Ch. 48, L. 2011.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes

Legal Statute:

(1) If contrary to the rental agreement or 70-24-303 the landlord purposefully or negligently fails to supply heat, running water, hot water, electric, gas, or other essential services, the tenant may give written notice to the landlord specifying the breach and may: (a) procure reasonable amounts of heat, hot water, running water, electricity, gas, and other essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the

rent; (b) recover damages based upon the diminution in the fair rental value of the dwelling unit; or (c) procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

(2) If the tenant proceeds under this section, the tenant may not proceed under 70-24-406 or 70-24-407 as to that breach.

(3) Rights of the tenant under this section do not arise until the tenant has given notice to the landlord and the landlord has had a reasonable opportunity to correct the conditions or if the conditions were caused by the act or omission of the tenant, a member of the tenant's family, or any other person on the premises with the tenant's consent.

§ 70-24-408, MCA

En. 42-429 by Sec. 29, Ch. 313, L. 1977; R.C.M. 1947, 42-429; amd. Sec.2178, Ch. 56, L. 2178.

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes. Repair cost may not exceed 1 month's rent.

Legal Statute:

(1) Except as provided in this chapter, if there is a noncompliance with 70-24-303 affecting health and safety, the tenant may: (a) deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 14 days. If the noncompliance results in a case of emergency and the landlord fails to remedy the situation within 3 working days after written notice by the tenant of the situation and the tenant's intention to terminate the rental agreement, the tenant may terminate the rental agreement. The rental agreement terminates as provided in the notice subject to the following exceptions: (i) if the breach is remediable by repairs, the payment of damages, or otherwise and the landlord adequately remedies the breach before the date specified in the notice, the rental agreement does not terminate by reason of the breach; (ii) if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within 6 months, the tenant may terminate the rental agreement upon at least 14 days' written notice specifying the breach and the date of termination of the rental agreement; (iii) the tenant may not terminate for a condition caused by the tenant, a member of the tenant's family, or other persons on the premises with the tenant's consent. (b) make repairs that do not cost more than 1 month's rent and deduct the cost from the rent if the tenant has given the landlord notice and the landlord has not made the repairs within a reasonable time. If the repair is required in a case of emergency and the landlord has not made the repairs, the tenant may have repairs made only by a person qualified to make the repairs.

(2) Except as provided in this chapter, the tenant may recover actual damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or 70-24-303.

(3) The remedy provided in subsection (2) of this section is in addition to a right of the tenant arising under subsection (1).

(4) If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant pursuant to chapter 25 of this title.

§ 70-24-406, MCA

En. 42-426 by Sec. 26, Ch. 313, L. 1977; R.C.M. 1947, 42-426; amd. Sec. 8, Ch. 222, L. 1993.

Self-Help Evictions:

What This Means: Not allowed. A landlord must comply with housing codes, and maintain the premises fit to live.

Legal Statute:

(1) A landlord: (a) shall comply with the requirements of applicable building and housing codes materially affecting health and safety in effect at the time of original construction in all dwelling units where construction is completed after July 1, 1977;

(b) shall make repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition, except when it is the tenant's responsibility to maintain the dwelling unit pursuant to 70-24-321;

(c) shall keep all common areas of the premises in a clean and safe condition;

(d) shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord;

(e) shall, unless otherwise provided in a rental agreement, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;

(f) shall supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1, except if the building that includes the dwelling unit is not required by law to be equipped for that purpose or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant; and

(g) shall install in each dwelling unit under the landlord's control an approved carbon monoxide detector, in accordance with rules adopted by the department of labor and industry, and an

approved smoke detector, in accordance with rules adopted by the department of justice. Upon commencement of a rental agreement, the landlord shall verify that the carbon monoxide detector and the smoke detector in the dwelling unit are in good working order. The tenant shall maintain the carbon monoxide detector and the smoke detector in good working order during the tenant's rental period. For the purposes of this subsection (1)(g), an approved carbon monoxide detector, as defined in 70-20-113, and an approved smoke detector, as defined in 70-20-113, bear a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly.

(2) If the duty imposed by subsection (1)(a) is greater than a duty imposed by subsections (1)(b) through (1)(g), a landlord's duty must be determined by reference to subsection (1)(a).

(3) A landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in subsections (1)(e) and (1)(f) and specified repairs, maintenance tasks, alteration, and remodeling but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(4) A landlord and tenant may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if: (a) the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration;

(b) the work is not necessary to cure noncompliance with subsection (1)(a); and

(c) the agreement does not diminish the obligation of the landlord to other tenants in the premises.

(5) The landlord is not liable for damages caused as a result of the failure of the carbon monoxide detector or the smoke detector required under subsection (1)(g).

§ 70-24-303, MCA

Amended by Laws 2021, Ch. 536, Sec. 4, eff. 5/14/2021.

Amended by Laws 2021, Ch. 2, Sec. 10, eff. 2/10/2021, terminates 1/1/2031.

Amended by Laws 2013, Ch. 343, Sec. 1, eff. 10/1/2013.

En. 42-420 by Sec. 20, Ch. 313, L. 1977; R.C.M. 1947, 42-420; amd. Sec. 1, Ch. 567, L. 1989; amd. Sec. 1, Ch. 706, L. 1991; amd. Sec. 2, Ch. 401, L. 1997; amd. Sec. 1, Ch. 408, L. 2003; amd. Sec. 2, Ch. 43, L. 2009.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute

Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

(1) If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of 7 days, as provided for in 70-24-322, and the tenant fails to do so, the landlord may recover actual damages from the tenant.

(2) During an absence of the tenant in excess of 7 days, the landlord may enter the dwelling unit at times reasonably necessary.

(3) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the rental agreement terminates as of the date of the tenancy. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose is a month or a week, as the case may be.

§ 70-24-426, MCA

En. 42-435 by Sec. 35, Ch. 313, L. 1977; R.C.M. 1947, 42-435.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No specific statute for fixed tenancies because they simply finish on the end date.

Legal Statute:

No content available

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 7-day notice

Legal Statute:

(1) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least 7 days before the termination date specified in the notice.

(2) The landlord or the tenant may terminate a month-to-month tenancy by giving to the other at any time during the tenancy at least 30 days' notice in writing prior to the date designated in the notice for the termination of the tenancy.

(3) The tenancy terminates on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

§ 70-24-441, MCA

En. 42-440 by Sec. 40, Ch. 313, L. 1977; R.C.M. 1947, 42-440(1), (2); amd. Sec. 3, Ch. 456, L. 2001; amd. Sec. 6, Ch. 267, L. 2007.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 30-day notice

Legal Statute:

(1) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least 7 days before the termination date specified in the notice.

(2) The landlord or the tenant may terminate a month-to-month tenancy by giving to the other at any time during the tenancy at least 30 days' notice in writing prior to the date designated in the notice for the termination of the tenancy.

(3) The tenancy terminates on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

§ 70-24-441, MCA

En. 42-440 by Sec. 40, Ch. 313, L. 1977; R.C.M. 1947, 42-440(1), (2); amd. Sec. 3, Ch. 456, L. 2001; amd. Sec. 6, Ch. 267, L. 2007.

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: The premises may be inspected 1 week prior to termination of tenancy at the request of either party.

Legal Statute:

(1) A landlord renting property covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have been caused by the tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties due under lease provisions, and other money owing to the landlord at the time of deduction, including rent owed under 70-24-441(3), and a sum for actual cleaning expenses, including a reasonable charge for the landlord's labor.

(2) At the request of either party, the premises may be inspected within 1 week prior to termination of the tenancy.

(3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges may not be deducted until written notice has been given to the tenant. The notice must include the cleaning not accomplished by the tenant and the additional and type or types of cleaning that need to be done by the tenant to bring the premises back to

its condition at the time of its renting. After the delivery of the notice, the tenant has 24 hours to complete the required cleaning, unless the rental agreement is already terminated pursuant to 70-24-427 or 70-33-427 and the landlord has a pending claim for actual damages filed in court. If notice is mailed by certified mail, service of the notice is considered to have been made 3 days after the date of the mailing. A tenant who fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from the deposit, or the landlord may leave a copy of the notice in a conspicuous location in the rental unit and notify the tenant by e-mail, phone, or text, and notice is considered delivered.

(4) A person may not deduct or withhold from the security deposit any amount for purposes other than those set forth in this section.

§ 70-25-201, MCA

Amended by Laws 2023, Ch. 383, Sec. 2, eff. 5/3/2023.

Amended by Laws 2021, Ch. 536, Sec. 9, eff. 5/14/2021.

En. 42-303 by Sec. 3, Ch. 219, L. 1974; amd. Sec. 2, Ch. 297, L. 1977; R.C.M. 1947, 42-303; amd. Sec. 14, Ch. 115, L. 1979; amd. Sec. 2, Ch. 505, L. 1991; amd. Sec. 1, Ch. 342, L. 1993; amd. Sec. 4, Ch. 389, L. 1995; amd. Sec. 5, Ch. 401, L. 1997.

Notice of Termination for Nonpayment:

What This Means: 3-day notice to quit or remedy

Legal Statute:

(1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement or a noncompliance with 70-24-321, the landlord may deliver a written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the noncompliance, that the rental agreement will terminate, and that the tenant shall vacate the premises on a date specified in the notice not less than the minimum number of days after receipt of the notice provided for in this section. The rental agreement terminates and the tenant shall vacate the premises as provided in the notice, subject to the following: (a) If the noncompliance is remediable by repairs, the payment of damages, or written approval of the landlord and the tenant remedies the noncompliance before the date specified in the notice, the rental agreement does not terminate. (b) If the noncompliance involves an unauthorized pet, the notice period is 3 days. (c) If the noncompliance involves unauthorized persons residing in the rental unit, the notice period is 3 days. (d) If the noncompliance is not listed in subsection (1)(b), (1)(c), or (1)(f), the notice period is 14 days. (e) If substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within 6 months, the landlord may terminate the rental agreement upon at least 5 days' written notice specifying the noncompliance and the

date of the termination of the rental agreement. (f) If the noncompliance is from verbal abuse of the landlord by a tenant, the landlord may terminate the rental agreement on giving 3 days' written notice. If the tenant adequately remedies the noncompliance, the rental agreement does not terminate.

(2) If rent is unpaid when due and the tenant fails to pay rent within 3 days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the rental agreement, and the tenant shall vacate the premises if the landlord terminates the rental agreement.

(3) If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation of 70-24-321(2), the landlord may terminate the rental agreement upon giving 3 days' written notice specifying the noncompliance under the provisions of 70-24-321(2), and the tenant shall vacate the premises if the landlord terminates the rental agreement.

(4) If the tenant creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured in violation of 70-24-321(3), the landlord may terminate the rental agreement upon giving 3 days' written notice specifying the violation and noncompliance under the provisions of 70-24-321(3), and the tenant shall vacate the premises if the landlord terminates the rental agreement.

(5) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or 70-24-321. Except as provided in subsection (6), if the tenant's noncompliance is purposeful, the landlord may recover treble damages.

(6) Treble damages may not be recovered for the tenant's early termination of the tenancy.

(7) The landlord is not bound by this section in the event that the landlord elects to use the 30-day notice for termination of tenancy as provided in 70-24-441.

§ 70-24-422, MCA

Amended by Laws 2021, Ch. 536, Sec. 7, eff. 5/14/2021.

Amended by Laws 2021, Ch. 236, Sec. 2, eff. 4/15/2021.

Amended by Laws 2013, Ch. 343, Sec. 3, eff. 10/1/2013.

En. 42-433 by Sec. 33, Ch. 313, L. 1977; R.C.M. 1947, 42-433; amd. Sec. 1, Ch. 221, L. 1983; amd. Sec. 1, Ch. 232, L. 1985; amd. Sec. 1, Ch. 547, L. 1987; amd. Sec. 9, Ch. 222, L. 1993; amd. Sec. 2, Ch. 389, L. 1995; amd. Sec. 1, Ch. 456, L. 2001; amd. Sec. 3, Ch. 408, L. 2003; amd. Sec. 4, Ch. 267, L. 2007.

Notice for Lease Violation:

What This Means: 3-day notice for unauthorized pets and people in unit. 14-day notice for other noncompliant matters.

Legal Statute:

(1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement or a noncompliance with 70-24-321, the landlord may deliver a written notice to the tenant pursuant to 70-24-108 specifying the acts and omissions constituting the noncompliance, that the rental agreement will terminate, and that the tenant shall vacate the premises on a date specified in the notice not less than the minimum number of days after receipt of the notice provided for in this section. The rental agreement terminates and the tenant shall vacate the premises as provided in the notice, subject to the following: (a) If the noncompliance is remediable by repairs, the payment of damages, or written approval of the landlord and the tenant remedies the noncompliance before the date specified in the notice, the rental agreement does not terminate. (b) If the noncompliance involves an unauthorized pet, the notice period is 3 days. (c) If the noncompliance involves unauthorized persons residing in the rental unit, the notice period is 3 days. (d) If the noncompliance is not listed in subsection (1)(b), (1)(c), or (1)(f), the notice period is 14 days. (e) If substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within 6 months, the landlord may terminate the rental agreement upon at least 5 days' written notice specifying the noncompliance and the date of the termination of the rental agreement. (f) If the noncompliance is from verbal abuse of the landlord by a tenant, the landlord may terminate the rental agreement on giving 3 days' written notice. If the tenant adequately remedies the noncompliance, the rental agreement does not terminate.

(2) If rent is unpaid when due and the tenant fails to pay rent within 3 days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the rental agreement, and the tenant shall vacate the premises if the landlord terminates the rental agreement.

(3) If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation of 70-24-321(2), the landlord may terminate the rental agreement upon giving 3 days' written notice specifying the noncompliance under the provisions of 70-24-321(2), and the tenant shall vacate the premises if the landlord terminates the rental agreement.

(4) If the tenant creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured in violation of 70-24-321(3), the landlord may terminate the rental agreement upon giving 3 days' written notice specifying the violation and noncompliance under the provisions of 70-24-321(3), and the tenant shall vacate the premises if the landlord terminates the rental agreement.

(5) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or 70-24-321.

Except as provided in subsection (6), if the tenant's noncompliance is purposeful, the landlord may recover treble damages.

(6) Treble damages may not be recovered for the tenant's early termination of the tenancy.

(7) The landlord is not bound by this section in the event that the landlord elects to use the 30-day notice for termination of tenancy as provided in 70-24-441.

§ 70-24-422, MCA

Amended by Laws 2021, Ch. 536, Sec. 7, eff. 5/14/2021.

Amended by Laws 2021, Ch. 236, Sec. 2, eff. 4/15/2021.

Amended by Laws 2013, Ch. 343, Sec. 3, eff. 10/1/2013.

En. 42-433 by Sec. 33, Ch. 313, L. 1977; R.C.M. 1947, 42-433; amd. Sec. 1, Ch. 221, L. 1983; amd. Sec. 1, Ch. 232, L. 1985; amd. Sec. 1, Ch. 547, L. 1987; amd. Sec. 9, Ch. 222, L. 1993; amd. Sec. 2, Ch. 389, L. 1995; amd. Sec. 1, Ch. 456, L. 2001; amd. Sec. 3, Ch. 408, L. 2003; amd. Sec. 4, Ch. 267, L. 2007.

Required Notice before Entry:

What This Means: 24-hour notice required

Legal Statute:

1) A tenant may not unreasonably withhold consent to the landlord or the landlord's agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

2) A landlord may enter the dwelling unit without consent of the tenant in the case of an emergency.

3) (a) A landlord may not abuse the right of access or use it to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord shall give the tenant at least 24 hours' notice of the intent to enter and may enter only at reasonable times. (b) For the purposes of this subsection (3), in addition to the provisions of 70-24-108, a tenant has notice of the intent to enter if the landlord conspicuously posts the landlord's intent to enter on the main entry door of the dwelling unit.

4) A landlord has no other right of access except: (a) pursuant to court order; (b) as permitted by 70-24-425 and 70-24-426(2); or (c) when the tenant has abandoned or surrendered the premises.

5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord without the written permission of the landlord. If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will have the right of access as provided by this chapter.

§ 70-24-312, MCA

Amended by Laws 2021, Ch. 536, Sec. 5, eff. 5/14/2021. En. 42-424 by Sec. 24, Ch. 313, L. 1977; R.C.M. 1947, 42-424; amd. Sec. 5, Ch. 222, L. 1993; amd. Sec. 2174, Ch. 56, L. 2174.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

1) A tenant may not unreasonably withhold consent to the landlord or the landlord's agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

2) A landlord may enter the dwelling unit without consent of the tenant in the case of an emergency.

3) (a) A landlord may not abuse the right of access or use it to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord shall give the tenant at least 24 hours' notice of the intent to enter and may enter only at reasonable times. (b) For the purposes of this subsection (3), in addition to the provisions of 70-24-108, a tenant has notice of the intent to enter if the landlord conspicuously posts the landlord's intent to enter on the main entry door of the dwelling unit.

4) A landlord has no other right of access except: (a) pursuant to court order; (b) as permitted by 70-24-425 and 70-24-426(2); or (c) when the tenant has abandoned or surrendered the premises.

5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord without the written permission of the landlord. If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will have the right of access as provided by this chapter.

§ 70-24-312, MCA

Amended by Laws 2021, Ch. 536, Sec. 5, eff. 5/14/2021. En. 42-424 by Sec. 24, Ch. 313, L. 1977; R.C.M. 1947, 42-424; amd. Sec. 5, Ch. 222, L. 1993; amd. Sec. 2174, Ch. 56, L. 2174.

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

1) A tenant may not unreasonably withhold consent to the landlord or the landlord's agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

2) A landlord may enter the dwelling unit without consent of the tenant in the case of an emergency.

3) (a) A landlord may not abuse the right of access or use it to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord shall give the tenant at least 24 hours' notice of the intent to enter and may enter only at reasonable times. (b) For the purposes of this subsection (3), in addition to the provisions of 70-24-108, a tenant has notice of the intent to enter if the landlord conspicuously posts the landlord's intent to enter on the main entry door of the dwelling unit.

4) A landlord has no other right of access except: (a) pursuant to court order; (b) as permitted by 70-24-425 and 70-24-426(2); or (c) when the tenant has abandoned or surrendered the premises.

5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord without the written permission of the landlord. If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will have the right of access as provided by this chapter.

§ 70-24-312, MCA

Amended by Laws 2021, Ch. 536, Sec. 5, eff. 5/14/2021. En. 42-424 by Sec. 24, Ch. 313, L. 1977; R.C.M. 1947, 42-424; amd. Sec. 5, Ch. 222, L. 1993; amd. Sec. 2174, Ch. 56, L. 2174.

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes

Legal Statute:

1) A tenant may not unreasonably withhold consent to the landlord or the landlord's agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs,

decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

2) A landlord may enter the dwelling unit without consent of the tenant in the case of an emergency.

3) (a) A landlord may not abuse the right of access or use it to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord shall give the tenant at least 24 hours' notice of the intent to enter and may enter only at reasonable times. (b) For the purposes of this subsection (3), in addition to the provisions of 70-24-108, a tenant has notice of the intent to enter if the landlord conspicuously posts the landlord's intent to enter on the main entry door of the dwelling unit.

4) A landlord has no other right of access except: (a) pursuant to court order; (b) as permitted by 70-24-425 and 70-24-426(2); or (c) when the tenant has abandoned or surrendered the premises.

5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord without the written permission of the landlord. If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will have the right of access as provided by this chapter.

§ 70-24-312, MCA

Amended by Laws 2021, Ch. 536, Sec. 5, eff. 5/14/2021. En. 42-424 by Sec. 24, Ch. 313, L. 1977; R.C.M. 1947, 42-424; amd. Sec. 5, Ch. 222, L. 1993; amd. Sec. 2174, Ch. 56, L. 2174.

Entry Allowed with Notice for Showing the Property:

What This Means: Yes

Legal Statute:

1) A tenant may not unreasonably withhold consent to the landlord or the landlord's agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

2) A landlord may enter the dwelling unit without consent of the tenant in the case of an emergency.

3) (a) A landlord may not abuse the right of access or use it to harass the tenant. Except in the case of an emergency or unless it is impracticable to do so, the landlord shall give the tenant at least 24 hours' notice of the intent to enter and may enter only at reasonable times. (b) For the

purposes of this subsection (3), in addition to the provisions of 70-24-108, a tenant has notice of the intent to enter if the landlord conspicuously posts the landlord's intent to enter on the main entry door of the dwelling unit.

4) A landlord has no other right of access except: (a) pursuant to court order; (b) as permitted by 70-24-425 and 70-24-426(2); or (c) when the tenant has abandoned or surrendered the premises.

5) A tenant may not remove a lock or replace or add a lock not supplied by the landlord without the written permission of the landlord. If a tenant removes a lock or replaces or adds a lock not supplied by the landlord to the premises, the tenant shall provide the landlord with a key to ensure that the landlord will have the right of access as provided by this chapter.

§ 70-24-312, MCA

Amended by Laws 2021, Ch. 536, Sec. 5, eff. 5/14/2021. En. 42-424 by Sec. 24, Ch. 313, L. 1977; R.C.M. 1947, 42-424; amd. Sec. 5, Ch. 222, L. 1993; amd. Sec. 2174, Ch. 56, L. 2174.

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Not allowed.

Legal Statute:

If a landlord unlawfully removes or excludes the tenant from the premises or purposefully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electricity, gas, or other essential services, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than 3 months' periodic rent or treble damages, whichever is greater. If the rental agreement is terminated, the landlord shall return all security recoverable pursuant to chapter 25 of this title and all prepaid rent.

Utility Shut-offs Allowed:



What This Means: Not allowed unless the tenant has abandoned or surrendered the premises.

Legal Statute:

Except in the case of abandonment, surrender, or as permitted in this chapter, a landlord may not recover or take possession of the dwelling unit by action or otherwise, including purposeful diminution of services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electricity, gas, or other essential services.

§70-24-428, MCA

En. 42-439 by Sec. 39, Ch. 313, L. 1977; R.C.M. 1947, 42-439.

Electronic Notices Allowed:

What This Means: Yes

Legal Statute:

(1) A person has notice of a fact if any of the following is true:

(a) the person has actual knowledge of it;

(b) in the case of a landlord, it is delivered at the place of business of the landlord through which the rental agreement was made;

(c) in the case of a tenant or a landlord, it is transmitted to an electronic mail address provided by the tenant or the landlord in the rental agreement. Notice by electronic mail is complete on receipt of a read receipt generated by an electronic mail system or an electronic mail reply other than an automatically generated electronic mail reply.

(d) in the case of a landlord or tenant, it is delivered in hand to the landlord or tenant or mailed with a certificate of mailing or by certified mail to the person at the place indicated by the person as the place for receipt of the communication or, in the absence of a designation, to the person's last-known address. If notice is made with a certificate of mailing or by certified mail, service of the notice is considered to have been made on the date 3 days after the date of mailing.

(2) Notice received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction and, in any event, from the time it would have been brought to the individual's attention if the organization had exercised reasonable diligence.

§70-24-108, MCA

Amended by Laws 2017, Ch. 290, Sec. 1, eff. 10/1/2017.

En. 42-412 by Sec. 12, Ch. 313, L. 1977; R.C.M. 1947, 42-412; amd. Sec. 2, Ch. 222, L. 1993.

Quick Reference Guide

Key Montana Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Montana.

© 2025 - Montana Rental Laws Complete Guide

Links to Statutes

- [Mont. Code § 70-25-101\(4\)](#) – Definitions
- [Mont. Code § 70-25-201\(1\)](#) – Security deposit – deductions authorized therefrom
- [Mont. Code § 70-25-202](#) – List of damages and refund – delivery to departing tenant
- [Mont. Code § 70-25-202\(1\)](#) – List of damages and refund – delivery to departing tenant
- [Mont. Code § 70-25-203](#) – Failure to provide list – forfeiture of deduction rights
- [Mont. Code § 70-24-201\(2\)](#) – Rental agreement – terms and conditions
- [Mont. Code § 70-24-301](#) – Duty to disclose name of person responsible
- [Mont. Code § 70-24-303](#) – Landlord to maintain premises – agreement that tenant perform duties – limitation of landlord's liability for failure of smoke detector or carbon monoxide detector
- [Mont. Code § 70-24-311](#) – Landlord authorized to adopt rules
- [Mont. Code § 70-24-312](#) – Access to premises by landlord
- [Mont. Code § 70-24-321](#) – Tenant to maintain dwelling unit

- [Mont. Code § 70-24-406](#) – Failure of landlord to maintain premises – tenant’s remedies
- [Mont. Code § 70-24-408](#) – Purposeful or negligent failure to provide essential services – tenant’s remedies
- [Mont. Code § 70-24-422](#) – Noncompliance of tenant generally – landlord’s right of termination – damages – injunction
- [Mont. Code § 70-24-422\(2\)](#) – Noncompliance of tenant generally – landlord’s right of termination – damages – injunction
- [Mont. Code § 70-24-426\(3\)](#) – Remedies for absence or abandonment
- [Mont. Code § 70-24-427](#) – Landlord’s remedies after termination – action for possession
- [Mont. Code § 70-24-428](#) – Landlord’s recovery of possession limited
- [Mont. Code § 70-24-431](#) – Retaliatory conduct by landlord prohibited
- [Mont. Code § 70-24-441](#) – Termination by landlord or tenant
- [Mont. Code § 25-35-502](#) – Jurisdiction
- [Mont. Code § 27-1-717\(2\)](#) – Issuing a bad check, draft, converted check, electronic funds transfer, or order or stopping payment – civil liability – statute of limitations
- [Mont. Code § 27-1-717\(3\)](#) – Issuing a bad check, draft, converted check, electronic funds transfer, or order or stopping payment – civil liability – statute of limitations
- [Mont. Code § 27-2-202\(2\)](#) – Actions based on contract or other obligation
- [Mont. Code § 27-2-202\(3\)](#) – Actions based on contract or other obligation
- [Mont. Code § 70-24-108](#) – Electronic Notices Allowed