

Austin Schwab

In regards to HB 1272.

January 19, 2025

I am writing to express my opposition to House Bill 1272, regarding landlord-tenant procedures for property inspections and security deposit deductions. While I support the spirit of transparency and communication that the bill attempts to address, I believe the proposed language regarding cost estimation and tenant agreement is fundamentally flawed and will create more problems than it solves.

I want to preface my remarks by stating that I have no objection to the requirement for both pre- and post-tenancy walk-through inspections. These are standard practices that I, as a tenant, have experienced with every landlord I have rented from and I agree that they are vital for clear communication. These are also standard practices that I, now as an owner and investor in the great state of North Dakota, know my outstanding landlords follow as it provides an opportunity for both parties to document the condition of the property to an extent, together. However, the first issue I have with HB 1272 is the expectation that landlords, who are typically not qualified professionals, can accurately assess the full extent of damages and provide reliable cost estimations. My second concern lies with the provision mandating that landlords and tenants agree on “a reasonable estimate” of damage costs during the final inspection and sign a statement acknowledging this. This section of the bill is problematic for a few reasons:

1. **Landlords Lack Expertise:** Landlords, in the majority of situations, are not qualified to assess the full extent of damages from a tenant that may be present. Many types of damages such as water, pet, electrical, or plumbing, are not readily apparent to the untrained eye. Relying on a landlord's visual assessment risks missing significant underlying problems and underestimating repair costs.
2. **Need for Professional Assessment:** A true assessment of damages and a fair estimation of costs requires the expertise of licensed and certified professionals. Only licensed contractors can accurately assess the full extent of damage, determine the necessary repairs, and provide realistic cost estimates. These professionals need time to fully assess the situation before providing a reliable estimate. This process cannot happen at the moment of a final walk-through inspection.
3. **Unrealistic Agreement Requirement:** It is unreasonable and unfair to require a tenant to agree to a potentially inaccurate cost estimate at the conclusion of an inspection. The true cost of repairs is a factual matter, it is not something that should be up for negotiation between a landlord and tenant. A tenant should be held liable for the actual cost of the damage they are responsible for, not an arbitrary estimate.

Thank you for your time and consideration of my concerns. I urge you to reject House Bill 1272 in its current form.

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