

UTAH FIT PREMISES ACT AMENDMENTS

2012 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Lynn N. Hemingway

Senate Sponsor: _____

LONG TITLE

General Description:

This bill modifies the Utah Fit Premises Act.

Highlighted Provisions:

This bill:

- ▶ modifies a provision on the facilities a residential rental unit is required to have;
- ▶ eliminates a provision stating that the act does not apply to specified conditions;
- ▶ modifies the deposit that an owner is required to pay to a renter upon the owner's termination of a rental agreement; and
- ▶ modifies a provision regarding an owner's liability for a claim for mental suffering or anguish.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

57-22-3, as enacted by Laws of Utah 1990, Chapter 314

57-22-6, as repealed and reenacted by Laws of Utah 2010, Chapter 352

Be it enacted by the Legislature of the state of Utah:



28 Section 1. Section **57-22-3** is amended to read:

29 **57-22-3. Duties of owners and renters -- Generally.**

30 (1) Each owner and his agent renting or leasing a residential rental unit shall maintain
31 that unit in a condition fit for human habitation and in accordance with local ordinances and the
32 rules of the board of health having jurisdiction in the area in which the residential rental unit is
33 located. Each residential rental unit shall have fully operating electrical systems, heating,
34 plumbing, and hot and cold water.

35 (2) Each renter shall cooperate in maintaining his residential rental unit in accordance
36 with this chapter.

37 [~~(3) This chapter does not apply to breakage, malfunctions, or other conditions which~~
38 ~~do not materially affect the physical health or safety of the ordinary renter.]~~

39 [(4)] (3) Any duty in this act may be allocated to a different party by explicit written
40 agreement signed by the parties.

41 Section 2. Section **57-22-6** is amended to read:

42 **57-22-6. Renter remedies for deficient condition of residential rental unit.**

43 (1) As used in this section:

44 (a) "Corrective period" means:

45 (i) for a standard of habitability, three calendar days; and

46 (ii) for a requirement imposed by a rental agreement, 10 calendar days.

47 (b) "Deficient condition" means a condition of a residential rental unit that:

48 (i) violates a standard of habitability or a requirement of the rental agreement; and

49 (ii) is not caused by:

50 (A) the renter, the renter's family, or the renter's guest or invitee; and

51 (B) a use that would violate:

52 (I) the rental agreement; or

53 (II) a law applicable to the renter's use of the residential rental unit.

54 (c) "Notice of deficient condition" means the notice described in Subsection (2).

55 (d) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).

56 (e) "Renter remedy" means:

57 (i) a rent abatement remedy; or

58 (ii) a repair and deduct remedy.

59 (f) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).

60 (g) "Standard of habitability" means a standard:

61 (i) relating to the condition of a residential rental unit; and

62 (ii) that an owner is required to ensure that the residential rental unit meets as required

63 under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or (iii).

64 (2) (a) If a renter believes that the renter's residential rental unit has a deficient
65 condition, the renter may give the owner written notice as provided in Subsection (2)(b).

66 (b) A notice under Subsection (2)(a) shall:

67 (i) describe each deficient condition;

68 (ii) state that the owner has the corrective period, stated in terms of the applicable
69 number of days, to correct each deficient condition;

70 (iii) state the renter remedy that the renter has chosen if the owner does not, within the
71 corrective period, take substantial action toward correcting each deficient condition;

72 (iv) provide the owner permission to enter the residential rental unit to make corrective
73 action; and

74 (v) be served on the owner as provided in:

75 (A) Section 78B-6-805; or

76 (B) the rental agreement.

77 (3) (a) As used in this Subsection (3), "dangerous condition" means a deficient
78 condition that poses a substantial risk of:

79 (i) imminent loss of life; or

80 (ii) significant physical harm.

81 (b) If a renter believes that the renter's residential rental unit has a dangerous condition,
82 the renter may notify the owner of the dangerous condition by any means that is reasonable
83 under the circumstances.

84 (c) An owner shall:

85 (i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous
86 condition, commence remedial action to correct the dangerous condition; and

87 (ii) diligently pursue remedial action to completion.

88 (d) Notice under Subsection (3)(b) of a dangerous condition does not constitute a
89 notice of deficient condition, unless the notice also meets the requirements of Subsection (2).

90 (4) (a) Subject to Subsection (4)(b), if an owner fails to take substantial action, before
91 the end of the corrective period, toward correcting a deficient condition described in a notice of
92 deficient condition:

93 (i) if the renter chose the rent abatement remedy in the notice of deficient condition:

94 (A) the renter's rent is abated as of the date of the notice of deficient condition to the
95 owner;

96 (B) the rental agreement is terminated;

97 (C) the owner shall immediately pay to the renter:

98 (I) the entire security deposit that the renter paid under the rental agreement; and

99 (II) a prorated refund for any prepaid rent, including any rent the renter paid for the
100 period after the date on which the renter gave the owner the notice of deficient condition; and

101 (D) the renter shall vacate the residential rental unit within 10 calendar days after the
102 expiration of the corrective period; or

103 (ii) if the renter chose the repair and deduct remedy in the notice of deficient condition,
104 and subject to Subsection (4)(c), the renter:

105 (A) may:

106 (I) correct the deficient condition described in the notice of deficient condition; and

107 (II) deduct from future rent the amount the renter paid to correct the deficient

108 condition, not to exceed an amount equal to two months' rent; and

109 (B) shall:

110 (I) maintain all receipts documenting the amount the renter paid to correct the deficient
111 condition; and

112 (II) provide a copy of those receipts to the owner within five calendar days after the
113 beginning of the next rental period.

114 (b) A renter is not entitled to a renter remedy if the renter is not in compliance with all
115 requirements under Section 57-22-5.

116 (c) (i) If a residential rental unit is not fit for occupancy, an owner may:

117 (A) determine not to correct a deficient condition described in a notice of deficient
118 condition; and

119 (B) terminate the rental agreement.

120 (ii) If an owner determines not to correct a deficient condition and terminates the rental

121 agreement under Subsection (4)(c)(i):

122 (A) the owner shall:

123 (I) notify the renter in writing no later than the end of the corrective period; and

124 (II) within 10 calendar days after the owner terminates the rental agreement, pay to the

125 renter:

126 (Aa) any prepaid rent, prorated as provided in Subsection (4)(c)(ii)(B); and

127 (Bb) [~~any deposit due~~] all deposits paid by the renter;

128 (B) the rent shall be prorated to the date the owner terminates the rental agreement

129 under Subsection (4)(c)(i); and

130 (C) the renter may not be required to vacate the residential rental unit sooner than 10

131 calendar days after the owner notifies the renter under Subsection (4)(c)(ii)(A)(I).

132 (5) (a) After the corrective period expires, a renter may bring an action in district court

133 to enforce the renter remedy that the renter chose in the notice of deficient condition.

134 (b) In an action under Subsection (5)(a), the court shall endorse on the summons that

135 the owner is required to appear and defend the action within three business days.

136 (c) If, in an action under Subsection (5)(a), the court finds that the owner unjustifiably

137 refused to correct a deficient condition or failed to use due diligence to correct a deficient

138 condition, the renter is entitled, in addition to the applicable renter remedy, to:

139 (i) any damages; and

140 (ii) court costs and a reasonable attorney fee.

141 (d) An owner who disputes that a condition of the residential rental unit violates a

142 requirement of the rental agreement may file a counterclaim in an action brought against the

143 owner under Subsection (5)(a).

144 (6) An owner may [~~not~~] be held liable under this chapter for a claim for mental

145 suffering or anguish.

Legislative Review Note
as of 1-30-12 10:31 AM

Office of Legislative Research and General Counsel