

RENTAL OWNER DUTIES AMENDMENTS

2022 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Jennifer Dailey-Provost

Senate Sponsor: _____

LONG TITLE

General Description:

This bill amends provisions of the Utah Fit Premises Act regarding an owner's duties.

Highlighted Provisions:

This bill:

► removes a provision prohibiting a renter from bringing a cause of action for an owner's failure to comply with certain requirements of the Utah Fit Premises Act.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

57-22-4, as last amended by Laws of Utah 2021, Chapter 98

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

Section 1. Section **57-22-4** is amended to read:

57-22-4. Owner's duties.

(1) To protect the physical health and safety of the ordinary renter, an owner:

(a) may not rent the premises unless they are safe, sanitary, and fit for human occupancy; and



28 (b) shall:
29 (i) maintain common areas of the residential rental unit in a sanitary and safe condition;
30 (ii) maintain electrical systems, plumbing, heating, and hot and cold water;
31 (iii) maintain any air conditioning system in an operable condition;
32 (iv) maintain other appliances and facilities as specifically contracted in the rental
33 agreement; and

34 (v) for buildings containing more than two residential rental units, provide and
35 maintain appropriate receptacles for garbage and other waste and arrange for its removal,
36 except to the extent that the renter and owner otherwise agree.

37 (2) Except as otherwise provided in the rental agreement, an owner shall provide the
38 renter at least 24 hours prior notice of the owner's entry into the renter's residential rental unit.

39 (3) (a) Before an owner accepts an application fee or any other payment from a
40 prospective renter, the owner shall disclose in writing to the prospective renter:

41 (i) a good faith estimate of:
42 (A) the rent amount; and
43 (B) the amount of each fixed, non-rent expense that is part of the rental agreement;
44 (ii) the type of each use-based, non-rent expense that is part of the rental agreement;

45 (iii) the day on which the residential rental unit is scheduled to be available;
46 (iv) the criteria that the owner will consider in determining the prospective renter's
47 eligibility as a renter in the residential rental unit, including criteria related to the prospective
48 renter's criminal history, credit, income, employment, or rental history; and

49 (v) the requirements and process for the prospective renter to recover money the
50 prospective renter pays in relation to the residential rental unit, as described in Subsection (4).

51 (b) An owner may satisfy the written disclosure requirement described in Subsection
52 (3)(a)(i) through a rental application, deposit agreement, or written summary.

53 (4) (a) A prospective renter may make a written demand to the owner of a residential
54 rental unit requesting the return of money the prospective renter paid in relation to the rental of
55 the residential rental unit, if:

56 (i) (A) an amount the owner provides in the good-faith estimate described in
57 Subsection (3) is different than the amount in the rental agreement; or

58 (B) the rental agreement includes a type of use-based, non-rent expense that was not

- 59 disclosed under Subsection (3); and
- 60 (ii) the prospective renter:
- 61 (A) makes the written demand within five business days after the day on which the
- 62 prospective renter receives the rental agreement; and
- 63 (B) at the time the prospective renter makes the written demand, has not signed the
- 64 rental agreement or taken possession of the residential rental unit.
- 65 (b) If a prospective renter makes a written demand in accordance with Subsection
- 66 (4)(a), the owner shall return all money the prospective renter paid the owner within five
- 67 business days after the day on which the owner receives the written demand.
- 68 (5) An owner may not charge a renter:
- 69 (a) a late fee that exceeds the greater of:
- 70 (i) 10% of the rent agreed to in the rental agreement; or
- 71 (ii) \$75; or
- 72 (b) a fee, fine, assessment, interest, or other cost:
- 73 (i) in an amount greater than the amount agreed to in the rental agreement; or
- 74 (ii) that is not included in the rental agreement, unless:
- 75 (A) the rental agreement is on a month-to-month basis; and
- 76 (B) the owner provides the renter a 15-day notice of the charge.
- 77 (6) Before an owner and a prospective renter enter into a rental agreement, the owner
- 78 shall:
- 79 (a) provide the prospective renter a written inventory of the condition of the residential
- 80 rental unit, excluding ordinary wear and tear;
- 81 (b) furnish the renter a form to document the condition of the residential rental unit and
- 82 then allow the resident a reasonable time after the renter's occupancy of the residential rental
- 83 unit to complete and return the form; or
- 84 (c) provide the prospective renter an opportunity to conduct a walkthrough inspection
- 85 of the residential rental unit.
- 86 (7) At or before the commencement of the rental term under a rental agreement, an
- 87 owner shall:
- 88 (a) disclose in writing to the renter:
- 89 (i) the owner's name, address, and telephone number; or

90 (ii) (A) the name, address, and telephone number of any person authorized to manage
91 the residential rental unit; or

92 (B) the name, address, and telephone number of any person authorized to act for and on
93 behalf of the owner for purposes of receiving notice under this chapter or performing the
94 owner's duties under this chapter or under the rental agreement, if the person authorized to
95 manage the residential rental unit does not have authority to receive notice under this chapter;
96 and

97 (b) provide the renter:

98 (i) an executed copy of the rental agreement, if the rental agreement is a written
99 agreement; and

100 (ii) a copy of any rules and regulations applicable to the residential rental unit.

101 (8) Nothing in this section prohibits any fee, fine, assessment, interest, or cost that is
102 allowed by law or stated in the rental agreement.

103 (9) A renter may not use an owner's failure to comply with a requirement of Subsection
104 (2), (3), (4), (5), (6), or (7) as a basis[~~-(a)~~] to excuse the renter's compliance with a rental
105 agreement[~~;-or~~].

106 [~~(b) to bring a cause of action against the owner.~~]