

1 **REMEDIES FOR VICTIMS OF DOMESTIC VIOLENCE**

2 **AMENDMENTS**

3 2023 GENERAL SESSION

4 STATE OF UTAH

5 **Chief Sponsor: Marsha Judkins**

6 Senate Sponsor: Michael K. McKell

8 **LONG TITLE**

9 **General Description:**

10 This bill amends provisions related to victims of domestic violence.

11 **Highlighted Provisions:**

12 This bill:

- 13 ▶ defines terms;
- 14 ▶ amends the requirements for terminating a rental agreement when a renter is a
- 15 victim of domestic violence; and
- 16 ▶ makes technical and conforming changes.

17 **Money Appropriated in this Bill:**

18 None

19 **Other Special Clauses:**

20 None

21 **Utah Code Sections Affected:**

22 AMENDS:

23 **57-22-5.1**, as last amended by Laws of Utah 2020, Chapter 142

24 **57-22-7**, as last amended by Laws of Utah 2012, Chapter 289

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

27 Section 1. Section **57-22-5.1** is amended to read:

28 **57-22-5.1. Crime victim's right to new locks -- Domestic violence victim's right to**
29 **terminate rental agreement -- Limits an owner relating to assistance from public safety**

30 agency.

31 (1) As used in this section:

32 (a) (i) "Court order" means, except as provided in Subsection (1)(a)(ii):

33 (A) a civil protective order, as defined in Section 78B-7-102;

34 (B) a civil stalking injunction, as defined in Section 78B-7-102;

35 (C) a criminal protective order, as defined in Section 78B-7-102; or

36 (D) a criminal stalking injunction, as defined in Section 78B-7-102.

37 (ii) "Court order" does not include:

38 (A) an ex parte civil protective order, as defined in Section 78B-7-102; or

39 (B) an ex parte civil stalking injunction, as defined in Section 78B-7-102, for which a

40 hearing is requested.

41 [~~(a)~~] (b) "Crime victim" means a victim of:

42 (i) domestic violence, as defined in Section 77-36-1;

43 (ii) stalking, as defined in Section 76-5-106.5;

44 (iii) a crime under Title 76, Chapter 5, Part 4, Sexual Offenses;

45 (iv) burglary or aggravated burglary under Section 76-6-202 or 76-6-203; or

46 (v) dating violence, as defined in Section 78B-7-102.

47 (c) "Domestic violence" means the same as that term is defined in Section 77-36-1.

48 (d) "Financial obligation" means any rent, fees, damages, or other costs owed by a

49 renter.

50 (e) (i) "Future obligations" means a renter's obligations under the rental agreement after

51 the date on which the renter vacates the residential rental unit in accordance with Subsection

52 (6).

53 (ii) "Future obligations" includes:

54 (A) the payment of rent and fees for the residential rental unit; and

55 (B) the right to occupy the residential rental unit.

56 [~~(b)~~] (f) "Public safety agency" means a governmental entity that provides fire

57 protection, law enforcement, ambulance, medical, or similar service.

58 (g) "Victim of domestic violence" means the same as the term "victim" in Section
59 77-36-1.

60 (h) "Termination fee" means the equivalent of one month of rent under the rental
61 agreement.

62 (2) An acceptable form of documentation of an act listed in Subsection (1) is:

63 (a) a protective order protecting the renter issued pursuant to Title 78B, Chapter 7, Part
64 6, Cohabitant Abuse Protective Orders, subsequent to a hearing of which the petitioner and
65 respondent have been given notice under Title 78B, Chapter 7, Part 6, Cohabitant Abuse
66 Protective Orders; or

67 (b) a copy of a police report documenting an act listed in Subsection (1).

68 (3) (a) A renter who is a crime victim may require the renter's owner to install a new
69 lock to the renter's residential rental unit if the renter:

70 (i) provides the owner with an acceptable form of documentation of an act listed in
71 Subsection (1); and

72 (ii) pays for the cost of installing the new lock.

73 (b) An owner may comply with Subsection (3)(a) by:

74 (i) rekeying the lock if the lock is in good working condition; or

75 (ii) changing the entire locking mechanism with a locking mechanism of equal or
76 greater quality than the lock being replaced.

77 (c) An owner who installs a new lock under Subsection (3)(a) may retain a copy of the
78 key that opens the new lock.

79 (d) Notwithstanding any rental agreement, an owner who installs a new lock under
80 Subsection (3)(a) shall refuse to provide a copy of the key that opens the new lock to the
81 perpetrator of the act listed in Subsection (1).

82 (e) Notwithstanding Section [78B-6-814](#), if an owner refuses to provide a copy of the
83 key under Subsection (3)(d) to a perpetrator who is not barred from the residential rental unit
84 by a protective order but is a renter on the rental agreement, the perpetrator may file a petition
85 with a court of competent jurisdiction within 30 days to:

86 (i) establish whether the perpetrator should be given a key and allowed access to the
87 residential rental unit; or

88 (ii) whether the perpetrator should be relieved of further liability under the rental
89 agreement because of the owner's exclusion of the perpetrator from the residential rental unit.

90 (f) Notwithstanding Subsection (3)(e)(ii), a perpetrator may not be relieved of further
91 liability under the rental agreement if the perpetrator is found by the court to have committed
92 the act upon which the landlord's exclusion of the perpetrator is based.

93 ~~[(4) A renter who is a victim of domestic violence, as defined in Section 77-36-1, may
94 terminate a rental agreement if the renter:]~~

95 ~~[(a) is in compliance with:]~~

96 ~~[(i) all provisions of Section 57-22-5; and]~~

97 ~~[(ii) all obligations under the rental agreement;]~~

98 ~~[(b) provides the owner:]~~

99 ~~[(i) written notice of termination; and]~~

100 ~~[(ii) a protective order protecting the renter from a domestic violence perpetrator or a
101 copy of a police report documenting that the renter is a victim of domestic violence and did not
102 participate in the violence; and]~~

103 ~~[(c) no later than the date that the renter provides a notice of termination under
104 Subsection (4)(b)(i), pays the owner the equivalent of 45 days' rent for the period beginning on
105 the date that the renter provides the notice of termination.]~~

106 (4) A renter who is a victim of domestic violence may terminate all of the renter's
107 future obligations under a rental agreement if the renter:

108 (a) except as provided in Subsection (5), is in compliance with all obligations under the
109 rental agreement, including the requirements of Section 57-22-5;

110 (b) provides the owner with:

111 (i) a court order protecting the renter from a domestic violence perpetrator; or

112 (ii) a copy of a police report documenting that the renter is a victim of domestic
113 violence and is not the predominant aggressor under Subsection 77-36-2.2(3);

114 (c) provides the owner with a written notice of termination that includes the date on
115 which the renter intends to vacate the renter's residential rental unit; and

116 (d) pays the owner a termination fee on the later of the day on which:

117 (i) the renter provides the owner with a written notice of termination; or

118 (ii) the renter vacates the renter's residential rental unit.

119 (5) A renter may terminate all of the renter's future obligations under a rental
120 agreement under Subsection (4) when the renter is not in compliance with the requirements of
121 Subsection 57-22-5(1)(g) or (2) if:

122 (a) the renter provides evidence to the owner with the written notice of termination
123 under Subsection (4)(c) establishing that:

124 (i) the noncompliance with Subsection 57-22-5(1)(g) or (2) occurred less than 30 days
125 before the day on which the renter provided the written notice of termination to the owner; and

126 (ii) the noncompliance with Subsection 57-22-5(1)(g) or (2) is due to domestic
127 violence;

128 (b) the renter is in compliance with all obligations of the rental agreement, except for
129 the noncompliance described in Subsection (5)(a); and

130 (c) the renter complies with Subsections (4)(b), (c), and (d).

131 (6) If a renter provides an owner with a written notice of termination under Subsection
132 (4)(c), the renter shall:

133 (a) vacate the renter's residential rental unit within 15 days after the day on which the
134 written notice of termination is provided to the owner; and

135 (b) pay rent for any occupation of the residential rental unit during that 15-day time
136 period.

137 (7) A renter may not terminate all of the renter's future obligations under a rental
138 agreement under Subsection (4) after a notice of eviction is served on the renter.

139 (8) A renter who terminates all of the renter's future obligations under a rental
140 agreement under Subsection (4) is liable for any financial obligation owed by the renter:

141 (a) before the renter provided the owner with the written notice of termination under

142 Subsection (4)(c);

143 (b) for any noncompliance with Subsection 57-22-5(1)(g) or (2) as described in

144 Subsection (5); and

145 (c) for any occupancy of the residential rental unit by the renter during the 15-day time
146 period described in Subsection (6).

147 (9) The termination of a renter's future obligations under a rental agreement does not
148 terminate the rental agreement for any other person entitled under the rental agreement to
149 occupy the residential rental unit.

150 [~~5~~] (10) An owner may not:

151 (a) impose a restriction on a renter's ability to request assistance from a public safety
152 agency; or

153 (b) penalize or evict a renter because the renter makes reasonable requests for
154 assistance from a public safety agency.

155 Section 2. Section 57-22-7 is amended to read:

156 **57-22-7. Limitation on counties and municipalities.**

157 (1) A county or municipality may not adopt an ordinance, resolution, or regulation that
158 is inconsistent with this chapter.

159 (2) (a) Subsection (1) may not be construed to limit the ability of a county or
160 municipality to enforce an applicable administrative remedy with respect to a residential rental
161 unit for a violation of a county or municipal ordinance, subject to Subsection (2)(b).

162 (b) A county or municipality's enforcement of an administrative remedy may not have
163 the effect of:

164 (i) modifying the time requirements of a corrective period, as defined in Section
165 57-22-6;

166 (ii) limiting or otherwise affecting a tenant's remedies under Section 57-22-6; or

167 (iii) modifying an owner's obligation under this chapter to a tenant relating to the
168 habitability of a residential rental unit.

169 (3) A municipality with a good landlord program under Section 10-1-203.5 may not

170 limit an owner's participation in the program or reduce program benefits to the owner because
171 of renter or crime victim action that the owner is prohibited under Subsection [~~57-22-5.1(5)~~]
172 57-22-5.1(10) from restricting or penalizing.