

**UTAH FIT PREMISES ACT AMENDMENTS**

2010 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Wayne L. Niederhauser**

House Sponsor: \_\_\_\_\_

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**LONG TITLE**

**General Description:**

This bill modifies provisions of the Utah Fit Premises Act.

**Highlighted Provisions:**

This bill:

- ▶ modifies a renter's duties;
- ▶ authorizes a renter who is a victim of domestic violence to terminate a rental agreement, upon certain conditions;
- ▶ modifies a renter's remedies against an owner for a residential rental unit that does not comply with applicable requirements;
- ▶ prohibits counties and municipalities from adopting measures inconsistent with the Utah Fit Premises Act; and
- ▶ makes technical changes.

**Monies Appropriated in this Bill:**

None

**Other Special Clauses:**

None

**Utah Code Sections Affected:**

**AMENDS:**

**57-22-4**, as last amended by Laws of Utah 2008, Chapter 3

**57-22-5**, as last amended by Laws of Utah 1997, Chapter 230



28 57-22-5.1, as last amended by Laws of Utah 2008, Chapter 3

29 ENACTS:

30 57-22-7, Utah Code Annotated 1953

31 REPEALS AND REENACTS:

32 57-22-6, as last amended by Laws of Utah 2008, Chapter 3



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

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

36 **57-22-4. Owner's duties -- Maintenance of common areas, building, and utilities.**

37 (1) To protect the physical health and safety of the ordinary renter, ~~each~~ an owner  
38 ~~shall~~:

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

41 (b) shall:

42 (i) maintain common areas of the residential rental unit in a sanitary and safe condition;

43 ~~(e)~~ (ii) maintain electrical systems, plumbing, heating, and hot and cold water;

44 ~~(d)~~ (iii) maintain other appliances and facilities as specifically contracted in the  
45 ~~lease~~ rental agreement; and

46 ~~(e)~~ (iv) for buildings containing more than two residential rental units, provide and  
47 maintain appropriate receptacles for garbage and other waste and arrange for its removal,  
48 except to the extent that ~~renters~~ the renter and ~~owners~~ owner otherwise agree.

49 ~~[(2) In the event the renter believes the residential rental unit does not comply with the~~  
50 ~~standards for health and safety required under this chapter, the renter shall give written notice~~  
51 ~~of the noncompliance to the owner. Within a reasonable time after receipt of this notice, the~~  
52 ~~owner shall commence action to correct the condition of the unit. The notice required by this~~  
53 ~~subsection shall be served pursuant to Section 78B-6-805.]~~

54 ~~[(3) The owner need not correct or remedy any condition caused by the renter, the~~  
55 ~~renter's family, or the renter's guests or invitees by inappropriate use or misuse of the property~~  
56 ~~during the rental term or any extension of it.]~~

57 ~~[(4) The owner may refuse to correct the condition of the residential rental unit and~~  
58 ~~terminate the rental agreement if the unit is unfit for occupancy. If the owner refuses to correct~~

59 the condition and intends to terminate the rental agreement, he shall notify the renter in writing  
60 within a reasonable time after receipt of the notice of noncompliance. If the rental agreement is  
61 terminated, the rent paid shall be prorated to the date the agreement is terminated, and any  
62 balance shall be refunded to the renter along with any deposit due.]

63 [~~5~~] The owner is not liable under this chapter for claims for mental suffering or  
64 anguish.]

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

67 Section 2. Section **57-22-5** is amended to read:

68 **57-22-5. Renter's duties -- Cleanliness and sanitation -- Compliance with written**  
69 **agreement -- Destruction of property, interference with peaceful enjoyment prohibited.**

70 (1) Each renter shall:

71 (a) comply with the rules of the board of health having jurisdiction in the area in which  
72 the residential rental unit is located which materially affect physical health and safety;

73 (b) maintain the premises occupied in a clean and safe condition and shall not  
74 unreasonably burden any common area;

75 (c) dispose of all garbage and other waste in a clean and safe manner;

76 (d) maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;

77 (e) use all electrical, plumbing, sanitary, heating, and other facilities and appliances in  
78 a reasonable manner;

79 (f) occupy the residential rental unit in the manner for which it was designed, but the  
80 renter may not increase the number of occupants above that specified in the rental agreement  
81 without written permission of the owner;

82 (g) be current on all payments required by the rental agreement; and

83 (h) comply with [~~all appropriate requirements~~] each rule, regulation, or requirement of  
84 the rental agreement [between the owner and the renter, which may include either a], including  
85 any prohibition on, or the allowance of, smoking tobacco products within the residential rental  
86 unit, or on the premises, or both.

87 (2) [~~No~~] A renter may not:

88 (a) intentionally or negligently destroy, deface, damage, impair, or remove any part of  
89 the residential rental unit or knowingly permit any person to do so;

90 (b) interfere with the peaceful enjoyment of the residential rental unit of another renter;

91 or

92 (c) unreasonably deny access to, refuse entry to, or withhold consent to enter the  
93 residential rental unit to the owner, agent, or manager for the purpose of making repairs to the  
94 unit.

95 Section 3. Section **57-22-5.1** is amended to read:

96 **57-22-5.1. Crime victim's right to new locks -- Domestic violence victim's right to**  
97 **terminate rental agreement.**

98 (1) [~~For purposes of~~] As used in this section, "crime victim" means a victim of:

99 (a) domestic violence, as defined in Section 77-36-1;

100 (b) stalking as defined in Section 76-5-106.5;

101 (c) a crime under Title 76, Chapter 5, Part 4, Sexual Offenses;

102 (d) burglary or aggravated burglary under Section 76-6-202 or 76-6-203; or

103 (e) dating violence, consisting of verbal, emotional, psychological, physical, or sexual  
104 abuse of one person by another in a dating relationship.

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

106 (a) a protective order protecting the renter issued pursuant to Title 78B, Chapter 7, Part  
107 1, Cohabitant Abuse Act, subsequent to a hearing of which the petitioner and respondent have  
108 been given notice under Title 78B, Chapter 7, Part 1, Cohabitant Abuse Act; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

137 (a) is in compliance with:

138 (i) all provisions of Section 57-22-5; and

139 (ii) all obligations under the rental agreement;

140 (b) provides the owner:

141 (i) a copy of a police report documenting domestic violence against the renter; and

142 (ii) a protective order protecting the renter from a domestic violence perpetrator; and

143 (c) before termination, pays the owner the equivalent of 45 days' rent.

144 Section 4. Section **57-22-6** is repealed and reenacted to read:

145 **57-22-6. Renter remedies for deficient condition of residential rental unit.**

146 (1) As used in this section:

147 (a) "Corrective period" means:

148 (i) for a standard of habitability, five calendar days; and

149 (ii) for a requirement imposed by a rental agreement, 14 calendar days.

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

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

- 152 (ii) is not caused by:
- 153 (A) the renter, the renter's family, or the renter's guest or invitee; and
- 154 (B) a use that would violate:
- 155 (I) the rental agreement; or
- 156 (II) a law applicable to the renter's use of the residential rental unit.
- 157 (c) "Extended corrective period" means a period of time concluding at the end of the
- 158 third calendar day after a tenant gives an owner a second notice.
- 159 (d) "First notice" means the notice described in Subsection (2).
- 160 (e) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).
- 161 (f) "Renter remedy" means:
- 162 (i) a rent abatement remedy; or
- 163 (ii) a repair and deduct remedy.
- 164 (g) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).
- 165 (h) "Second notice" means the notice described in Subsection (3).
- 166 (i) "Standard of habitability" means a standard:
- 167 (i) relating to the condition of a residential rental unit; and
- 168 (ii) that an owner is required to ensure that the residential rental unit meets as required
- 169 under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i) or (ii).
- 170 (2) (a) If a renter believes that the renter's residential rental unit has a deficient
- 171 condition, the renter may give the owner written notice as provided in Subsection (2)(b).
- 172 (b) A notice under Subsection (2)(a) shall:
- 173 (i) describe each deficient condition;
- 174 (ii) state that the owner has the corrective period, stated in terms of the applicable
- 175 number of days, to correct each deficient condition;
- 176 (iii) state the renter remedy that the renter has chosen if the owner does not, within the
- 177 corrective period, take substantial action toward correcting each deficient condition;
- 178 (iv) provide the owner permission to enter the residential rental unit to make corrective
- 179 action; and
- 180 (v) be served on the owner as provided in Section 78B-6-805.
- 181 (3) (a) If an owner does not, within the corrective period, take substantial action toward
- 182 correcting a deficient condition, the renter may give the owner another written notice as

183 provided in Subsection (3)(b).

184 (b) A notice under Subsection (3)(a) shall:

185 (i) recite the first notice;

186 (ii) state the number of days that have elapsed since the first notice was given;

187 (iii) describe each deficient condition described in the first notice with respect to which  
188 the renter claims that the owner has not taken substantial corrective action;

189 (iv) state that if the owner does not, within three calendar days, take substantial action  
190 toward correcting each deficient condition, the renter will be entitled to the renter remedy the  
191 renter stated in the first notice; and

192 (v) be served on the owner as provided in Section 78B-6-805.

193 (4) (a) Subject to Subsection (4)(b), if an owner fails to take substantial action, before  
194 the end of the extended corrective period, toward correcting a deficient condition described in a  
195 second notice:

196 (i) if the renter chose the rent abatement remedy in the first notice:

197 (A) the renter's rent is abated as of the date of the first notice to the owner;

198 (B) the rental agreement is terminated;

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

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

201 (II) a prorated refund for any prepaid rent, including any rent the renter paid for the  
202 period after the date on which the renter gave the owner the first notice; and

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

205 (ii) if the renter chose the repair and deduct remedy in the first notice, and subject to  
206 Subsection (4)(c), the renter:

207 (A) may:

208 (I) correct the deficient condition described in the second notice; and

209 (II) deduct from future rent the amount the renter paid to correct the deficient  
210 condition, not to exceed an amount equal to two months' rent; and

211 (B) shall:

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

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

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

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

219 (A) determine not to correct a deficient condition described in a first notice or second  
220 notice; and

221 (B) terminate the rental agreement.

222 (ii) If an owner determines not to correct a deficient condition and terminates the rental  
223 agreement under Subsection (4)(c)(i):

224 (A) the owner shall:

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

226 and

227 (II) within 10 calendar days after the owner terminates the rental agreement, pay to the  
228 renter:

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

230 (Bb) any deposit due the renter;

231 (B) the rent shall be prorated to the date the owner terminates the rental agreement  
232 under Subsection (4)(c)(i); and

233 (C) the renter may not be required to vacate the residential rental unit sooner than 10  
234 calendar days after the owner notifies the renter under Subsection (4)(c)(ii)(A)(I).

235 (5) (a) After the extended corrective period expires, a renter may bring an action in  
236 district court to enforce the renter remedy that the renter chose in the first notice.

237 (b) In an action under Subsection (5)(a), the court shall endorse on the summons that  
238 the owner is required to appear and defend the action within three business days.

239 (c) If, in an action under Subsection (5)(a), the court finds that the owner unjustifiably  
240 refused to correct a deficient condition or failed to use due diligence to correct a deficient  
241 condition, the renter is entitled, in addition to the applicable renter remedy, to:

242 (i) any damages; and

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

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



245 requirement of the rental agreement may file a counterclaim in an action brought against the  
246 owner under Subsection (5)(a).

247 (6) An owner may not be held liable under this chapter for a claim for mental suffering  
248 or anguish.

249 Section 5. Section **57-22-7** is enacted to read:

250 **57-22-7. Limitation on counties and municipalities.**

251 A county or municipality may not adopt an ordinance, resolution, or regulation that is  
252 inconsistent with this chapter.

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**Legislative Review Note**  
as of 1-22-10 1:12 PM

**Office of Legislative Research and General Counsel**

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**S.B. 45 - Utah Fit Premises Act Amendments**

**Fiscal Note**

2010 General Session

State of Utah

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**State Impact**

Enactment of this bill will not require additional appropriations.

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**Individual, Business and/or Local Impact**

Enactment of this bill likely will affect those parties involved in rental agreements in certain cases.

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