

UTAH FIT PREMISES MODIFICATIONS

2012 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Benjamin M. McAdams

House Sponsor: Gage Froerer

LONG TITLE

General Description:

This bill modifies the Utah Fit Premises Act.

Highlighted Provisions:

This bill:

- ▶ requires an owner to provide specified things to a prospective renter before a rental agreement is entered;
- ▶ requires an owner to disclose information and provide materials to a renter at or before the commencement of a rental agreement; and
- ▶ provides for consequences if an owner fails to deliver possession of a residential rental unit ~~§~~ **→ [as] on the date ←** ~~§~~ provided in the rental agreement.

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 2010, Chapter 352

ENACTS:

57-22-4.1, Utah Code Annotated 1953



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

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

30 **57-22-4. Owner's duties.**

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

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

34 (b) shall:

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

36 (ii) maintain electrical systems, plumbing, heating, and hot and cold water;

37 (iii) maintain any air conditioning system in an operable condition;

38 (iv) maintain other appliances and facilities as specifically contracted in the rental
39 agreement; and

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

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

45 (3) Before an owner and a prospective renter enter into a rental agreement, the owner
46 shall provide the prospective renter a written inventory of the condition of the residential rental
47 unit.

48 (4) At or before the commencement of the rental term under a rental agreement, an
49 owner shall:

50 (a) disclose in writing to the renter:

51 (i) the owner's name, address, and telephone number; or

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

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

- 59 (b) provide the renter:
- 60 (i) a reference to the provisions of this chapter;
- 61 (ii) an executed copy of the rental agreement, if the rental agreement is a written
- 62 agreement; and
- 63 (iii) a copy of any rules and regulations applicable to the residential rental unit.

63a **§→ (5) An owner's failure to comply with a requirement of Subsection (2), (3), or (4)**
 63b **may not be used by the renter as a basis to excuse the renter's compliance with a rental**
 63c **agreement. ←§**

64 Section 2. Section 57-22-4.1 is enacted to read:

65 **57-22-4.1. Failure to deliver possession of residential rental unit -- Renter's option**
 66 **to terminate rental agreement -- Abatement of rent.**

67 (1) If an owner fails to deliver possession of a residential rental unit §→ [as] on the
 67a **date ←§** provided in the
 68 rental agreement:

- 69 (a) the renter may, by written notice to the owner, terminate the rental agreement; or
- 70 (b) if the renter chooses not to terminate the rental agreement, rent abates until the
- 71 owner delivers possession as provided in the rental agreement.

72 (2) If a renter terminates a rental agreement under Subsection (1)(a), the owner shall, as
 73 promptly as reasonable, return to the renter all prepaid rent and any security deposit.

Legislative Review Note
 as of 2-8-12 6:08 PM

Office of Legislative Research and General Counsel