

1 **UTAH FIT PREMISES ACT AMENDMENTS**

2 2010 GENERAL SESSION

3 STATE OF UTAH

4 **Chief Sponsor: Wayne L. Niederhauser**

5 House Sponsor: Gage Froerer

7 **LONG TITLE**

8 **General Description:**

9 This bill modifies provisions related to the Utah Fit Premises Act.

10 **Highlighted Provisions:**

11 This bill:

12 ▶ prohibits counties and municipalities from placing a specified limit on the number
13 of unrelated individuals allowed to occupy a single-family unit;

14 ▶ modifies a renter's duties;

15 ▶ authorizes a renter who is a victim of domestic violence to terminate a rental
16 agreement, upon certain conditions;

17 ▶ modifies a renter's remedies against an owner for a residential rental unit that does
18 not comply with applicable requirements;

19 ▶ prohibits counties and municipalities from adopting measures inconsistent with the
20 Utah Fit Premises Act, with limitations; and

21 ▶ makes technical changes.

22 **Monies Appropriated in this Bill:**

23 None

24 **Other Special Clauses:**

25 None

26 **Utah Code Sections Affected:**

27 **AMENDS:**

28 **57-22-4**, as last amended by Laws of Utah 2008, Chapter 3

29 **57-22-5**, as last amended by Laws of Utah 1997, Chapter 230

30 57-22-5.1, as last amended by Laws of Utah 2008, Chapter 3

31 ENACTS:

32 10-9a-505.5, Utah Code Annotated 1953

33 17-27a-505.5, Utah Code Annotated 1953

34 57-22-7, Utah Code Annotated 1953

35 REPEALS AND REENACTS:

36 57-22-6, as last amended by Laws of Utah 2008, Chapter 3



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

39 Section 1. Section 10-9a-505.5 is enacted to read:

40 **10-9a-505.5. Limit on single family designation.**

41 (1) As used in this section, "single-family limit" means the number of unrelated
42 individuals allowed to occupy a unit in a zone permitting occupancy by a single family.

43 (2) A municipality may not adopt a single-family limit that is less than:

44 (a) three, if the municipality has within its boundary:

45 (i) a state university; or

46 (ii) a private university with a student population of at least 20,000; or

47 (b) four, for each other municipality.

48 Section 2. Section 17-27a-505.5 is enacted to read:

49 **17-27a-505.5. Limit on single family designation.**

50 (1) As used in this section, "single-family limit" means the number of unrelated
51 individuals allowed to occupy a unit in a zone permitting occupancy by a single family.

52 (2) A county may not adopt a single-family limit that is less than:

53 (a) three, if the county has within its unincorporated area:

54 (i) a state university; or

55 (ii) a private university with a student population of at least 20,000; or

56 (b) four, for each other county.

57 Section 3. Section 57-22-4 is amended to read:

58 **57-22-4. Owner's duties -- Maintenance of common areas, building, and utilities**
59 **-- Notice before entry.**

60 (1) To protect the physical health and safety of the ordinary renter, ~~[each]~~ an owner
61 ~~[shall]~~:

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

64 (b) shall:

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

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

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

69 ~~[(d)]~~ (iv) maintain other appliances and facilities as specifically contracted in the
70 ~~[lease]~~ rental agreement; and

71 ~~[(e)]~~ (v) for buildings containing more than two residential rental units, provide and
72 maintain appropriate receptacles for garbage and other waste and arrange for its removal,
73 except to the extent that ~~[renters]~~ the renter and ~~[owners]~~ owner otherwise agree.

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

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

82 ~~[(4) The owner may refuse to correct the condition of the residential rental unit and~~
83 ~~terminate the rental agreement if the unit is unfit for occupancy. If the owner refuses to~~
84 ~~correct the condition and intends to terminate the rental agreement, he shall notify the renter in~~
85 ~~writing within a reasonable time after receipt of the notice of noncompliance. If the rental~~

86 agreement is terminated, the rent paid shall be prorated to the date the agreement is
87 terminated, and any balance shall be refunded to the renter along with any deposit due.]

88 [~~5~~] The owner is not liable under this chapter for claims for mental suffering or
89 anguish.]

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

92 Section 4. Section **57-22-5** is amended to read:

93 **57-22-5. Renter's duties -- Cleanliness and sanitation -- Compliance with written**
94 **agreement -- Destruction of property, interference with peaceful enjoyment prohibited.**

95 (1) Each renter shall:

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

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

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

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

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

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

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

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

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

113 (a) intentionally or negligently destroy, deface, damage, impair, or remove any part of

114 the residential rental unit or knowingly permit any person to do so;

115 (b) interfere with the peaceful enjoyment of the residential rental unit of another
116 renter; or

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

120 Section 5. Section **57-22-5.1** is amended to read:

121 **57-22-5.1. Crime victim's right to new locks -- Domestic violence victim's right to**
122 **terminate rental agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

162 (a) is in compliance with:

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

164 (ii) all obligations under the rental agreement;

165 (b) provides the owner:

166 (i) written notice of termination; and

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

168 (c) no later than the date that the renter provides a notice of termination under

169 Subsection (4)(b)(i), pays the owner the equivalent of 45 days' rent for the period beginning on

170 the date that the renter provides the notice of termination.

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

172 **57-22-6. Renter remedies for deficient condition of residential rental unit.**

173 (1) As used in this section:

174 (a) "Corrective period" means:

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

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

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

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

179 (ii) is not caused by:

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

181 (B) a use that would violate:

182 (I) the rental agreement; or

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

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

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

186 (e) "Renter remedy" means:

187 (i) a rent abatement remedy; or

188 (ii) a repair and deduct remedy.

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

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

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

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

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

194 (2) (a) If a renter believes that the renter's residential rental unit has a deficient

195 condition, the renter may give the owner written notice as provided in Subsection (2)(b).

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

197 (i) describe each deficient condition;

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

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

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

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

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

206 (B) the rental agreement.

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

209 (i) imminent loss of life; or

210 (ii) significant physical harm.

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

214 (c) An owner shall:

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

217 (ii) diligently pursue remedial action to completion.

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

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

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

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

226 (B) the rental agreement is terminated;
227 (C) the owner shall immediately pay to the renter:
228 (I) the entire security deposit that the renter paid under the rental agreement; and
229 (II) a prorated refund for any prepaid rent, including any rent the renter paid for the
230 period after the date on which the renter gave the owner the notice of deficient condition; and
231 (D) the renter shall vacate the residential rental unit within 10 calendar days after the
232 expiration of the corrective period; or
233 (ii) if the renter chose the repair and deduct remedy in the notice of deficient
234 condition, and subject to Subsection (4)(c), the renter:
235 (A) may:
236 (I) correct the deficient condition described in the notice of deficient condition; and
237 (II) deduct from future rent the amount the renter paid to correct the deficient
238 condition, not to exceed an amount equal to two months' rent; and
239 (B) shall:
240 (I) maintain all receipts documenting the amount the renter paid to correct the
241 deficient condition; and
242 (II) provide a copy of those receipts to the owner within five calendar days after the
243 beginning of the next rental period.
244 (b) A renter is not entitled to a renter remedy if the renter is not in compliance with all
245 requirements under Section 57-22-5.
246 (c) (i) If a residential rental unit is not fit for occupancy, an owner may:
247 (A) determine not to correct a deficient condition described in a notice of deficient
248 condition; and
249 (B) terminate the rental agreement.
250 (ii) If an owner determines not to correct a deficient condition and terminates the
251 rental agreement under Subsection (4)(c)(i):
252 (A) the owner shall:
253 (I) notify the renter in writing no later than the end of the corrective period; and

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

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

257 (Bb) any deposit due the renter;

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

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

262 (5) (a) After the corrective period expires, a renter may bring an action in district court
263 to enforce the renter remedy that the renter chose in the notice of deficient condition.

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

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

269 (i) any damages; and

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

271 (d) An owner who disputes that a condition of the residential rental unit violates a
272 requirement of the rental agreement may file a counterclaim in an action brought against the
273 owner under Subsection (5)(a).

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

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

277 **57-22-7. Limitation on counties and municipalities.**

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

280 (2) (a) Subsection (1) may not be construed to limit the ability of a county or
281 municipality to enforce an applicable administrative remedy with respect to a residential rental

282 unit for a violation of a county or municipal ordinance, subject to Subsection (2)(b).

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

285 (i) modifying the time requirements of a corrective period, as defined in Section
286 57-22-6;

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

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