

88 property is cured. If the property is sold, you may be allowed under [~~federal law~~] Utah Code  
 89 Section 57-1-25.5 to continue to occupy your rental unit until your rental agreement expires, or  
 90 until [90] 45 days after the date you are served with a notice to vacate, whichever is later. If  
 91 your rental or lease agreement expires after the [90] 45-day period, you may need to provide a  
 92 copy of your rental or lease agreement to the new owner to prove your right to remain on the  
 93 property longer than [90] 45 days after the sale of the property.

94 You must continue to pay your rent and comply with other requirements of your rental  
 95 or lease agreement or you will be subject to eviction for violating your rental or lease  
 96 agreement.

97 The new owner or the new owner's representative will probably contact you after the  
 98 property is sold with directions about where to pay rent.

99 The new owner of the property may or may not want to offer to enter into a new rental  
 100 or lease agreement with you at the expiration of the period described above."

101 (4) The failure to provide notice as required under Subsections (1)(c) and (3)(b) or a  
 102 defect in that notice may not be the basis for challenging or invalidating a trustee's sale.

103 (5) A trustee qualified under Subsection 57-1-21(1)(a)(i) or (iv) who exercises a power  
 104 of sale has a duty to the trustor not to defraud, or conspire or scheme to defraud, the trustor.

105 Section 2. Section **57-1-25.5** is enacted to read:

106 **57-1-25.5. Foreclosure of residential rental property -- Effect on tenancy.**

107 (1) As used in this section:

108 (a) "Bona fide residential rental agreement" means an agreement, for a property  
 109 secured by a trust deed:

110 (i) that was the result of an arm's-length transaction;

111 (ii) established before:

112 (A) the trustee records a notice of default for the property under Section 57-1-24; or

113 (B) the trustee or beneficiary files an action to foreclose the trust property under Title

114 78B, Chapter 6, Part 9, Mortgage Foreclosure;

115 (iii) that provides an individual the right to exclusive use and occupancy of the  
 116 residential property:

117 (A) on an at-will basis; or

118 (B) for a period specified by the agreement ~~it~~ → **that is no longer than twelve**

118a months ~~it~~ ; and

212 as defined in Section 57-1-25.5 or Section 78B-6-802.7; and

213 (ii) continues in possession after the effective date of a notice to vacate given in  
 214 accordance with [~~Section 702 of the Protecting Tenants at Foreclosure Act of 2009, Pub. L.~~  
 215 ~~111-22~~] Subsection 57-1-25.5(3) or Subsection 78B-6-802.7(3).

216 (2) Within three calendar days after the service of the notice, the tenant, any subtenant  
 217 in actual occupation of the premises, any mortgagee of the term, or other person interested in  
 218 its continuance may perform the condition or covenant and thereby save the lease from  
 219 forfeiture, except that if the covenants and conditions of the lease violated by the lessee cannot  
 220 afterwards be performed, or the violation cannot be brought into compliance, the notice  
 221 provided for in Subsections (1)(d) through (g) may be given.

222 (3) Unlawful detainer by an owner resident of a mobile home is determined under Title  
 223 57, Chapter 16, Mobile Home Park Residency Act.

224 (4) The notice provisions for nuisance in Subsections (1)(d) through (g) do not apply to  
 225 nuisance actions provided in Sections 78B-6-1107 through 78B-6-1114.

226 Section 6. Section **78B-6-802.7** is enacted to read:

227 **78B-6-802.7. Foreclosure of residential rental property -- Effect on tenancy.**

228 (1) As used in this section:

229 (a) "Bona fide residential rental agreement" means an agreement, for a property  
 230 secured by a mortgage:

231 (i) that was the result of an arm's-length transaction;

232 (ii) established before the filing of an action to foreclose the mortgage under Part 9,  
 233 Mortgage Foreclosure;

234 (iii) that provides an individual the right to exclusive use and occupancy of the  
 235 residential property:

236 (A) on an at-will basis; or

237 (B) for a period specified by the agreement ~~H~~→ that is no longer than twelve

237a months ←H ; and

238 (iv) that requires the individual to pay rent in an amount that:

239 (A) is not substantially less than fair market rent for the property; or

240 (B) is less than fair market rent due to a federal, state, or local subsidy.

241 (b) "Bona fide tenant" means an individual who:

242 (i) has the right to occupy a residential property under a bona fide residential rental