

UTAH FIT PREMISES ACT AMENDMENTS

2021 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Gay Lynn Bennion

Senate Sponsor: Michael K. McKell

LONG TITLE

General Description:

This bill amends an owner's duties under the Utah Fit Premises Act.

Highlighted Provisions:

This bill:

- ▶ amends provisions regarding an owner's entry into a renter's residential rental unit.

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 2017, Chapter 19

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

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

57-22-4. Owner's duties.

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

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

(b) shall:



- 28 (i) maintain common areas of the residential rental unit in a sanitary and safe condition;
- 29 (ii) maintain electrical systems, plumbing, heating, and hot and cold water;
- 30 (iii) maintain any air conditioning system in an operable condition;
- 31 (iv) maintain other appliances and facilities as specifically contracted in the rental

32 agreement; and

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

36 (2) ~~[Except as otherwise provided in the rental agreement, an]~~ An owner shall provide
37 the renter at least 24 hours prior notice of the owner's entry into the renter's residential rental
38 unit[-], unless:

39 (a) the owner receives express permission from the renter for the particular entry;

40 (b) there exists an emergency that poses an immediate risk of bodily injury or damage
41 to property, including a gas leak, fire, flood, or natural disaster;

42 (c) the renter abandons the property; or

43 (d) a court of competent jurisdiction grants the owner access.

44 (3) Before an owner and a prospective renter enter into a rental agreement, the owner
45 shall:

46 (a) provide the prospective renter a written inventory of the condition of the residential
47 rental unit, excluding ordinary wear and tear;

48 (b) furnish the renter a form to document the condition of the residential rental unit and
49 then allow the resident a reasonable time after the renter's occupancy of the residential rental
50 unit to complete and return the form; or

51 (c) provide the prospective renter an opportunity to conduct a walkthrough inspection
52 of the residential rental unit.

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

55 (a) disclose in writing to the renter:

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

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

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

64 (b) provide the renter:

65 (i) an executed copy of the rental agreement, if the rental agreement is a written
66 agreement; and

67 (ii) a copy of any rules and regulations applicable to the residential rental unit.

68 (5) (a) An owner shall disclose in writing to an applicant for a residential rental unit:

69 (i) if there is an anticipated availability in the residential rental unit; and

70 (ii) the criteria that the owner will review as a condition of accepting the applicant as a
71 tenant in the residential rental unit, including criteria related to the applicant's criminal history,
72 credit, income, employment, or rental history.

73 (b) An owner may not accept a rental application from an applicant, or charge an
74 applicant a rental application fee, before the owner complies with the disclosure requirement in
75 Subsection (5)(a).

76 (6) An owner's failure to comply with a requirement of Subsection (2), (3), (4), or (5)
77 may not:

78 (a) be used by the renter as a basis to excuse the renter's compliance with a rental
79 agreement; or

80 (b) give rise to any cause of action against the owner.