

SB0125S01 compared with SB0125

~~{Omitted text}~~ shows text that was in SB0125 but was omitted in SB0125S01

inserted text shows text that was not in SB0125 but was inserted into SB0125S01

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Eviction Amendments

2025 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Nate Blouin

House Sponsor:

LONG TITLE

General Description:

This bill ~~{deals with damages in a proceeding involving a tenant and an owner}~~ addresses provisions relating to owners and renters.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ requires that a new owner of a multifamily unit building provide notice of the change in ownership and any rent increase of 10% or greater than the monthly rent;
- ▶ permits a renter in a multifamily unit building to terminate an existing lease agreement if the renter provides written notice to the owner at least 60 days before the day on which the renter terminates the lease agreement;
- ▶ prohibits an owner from imposing a rent increase for the first 90 days an owner owns a multifamily unit building;
- ▶ ~~{lowers the amount of}~~ allows a jury or court to exercise discretion when entering a judgment for actual damages a jury or court ~~{may award}~~ in a proceeding involving a tenant and an owner; and

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10 ▸ makes technical and conforming changes.

19 **Money Appropriated in this Bill:**

20 None

21 None

24 **AMENDS:**

25 **57-22-4 , as last amended by Laws of Utah 2021, Chapter 98 , as last amended by Laws of
Utah 2021, Chapter 98**

26 **78B-6-811** , as last amended by Laws of Utah 2020, Chapter 329 , as last amended by Laws of Utah
2020, Chapter 329

27

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) As used in this section, "multifamily unit building" means a residential building with four or more
residential rental units.

33 [(1)] (2) To protect the physical health and safety of the ordinary renter, an owner:

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

36 (b) shall:

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

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

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

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

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

47 [(2)] (3) Except as otherwise provided in the rental agreement, an owner shall provide the renter at
least 24 hours [~~prior notice of the owner's entry~~] notice before the owner enters into the renter's
residential rental unit.

50 [(3)] (4)

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- (a) Before an owner accepts an application fee or any other payment from a prospective renter, the owner shall disclose in writing to the prospective renter:
- 52 (i) a good faith estimate of:
- 53 (A) the rent amount; and
- 54 (B) the amount of each fixed, non-rent expense that is part of the rental agreement;
- 55 (ii) the type of each use-based, non-rent expense that is part of the rental agreement;
- 56 (iii) the day on which the residential rental unit is scheduled to be available;
- 57 (iv) the criteria that the owner will consider in determining the prospective renter's eligibility as a renter in the residential rental unit, including criteria related to the prospective renter's criminal history, credit, income, employment, or rental history; and
- 61 (v) the requirements and process for the prospective renter to recover money the prospective renter pays in relation to the residential rental unit, as described in Subsection [~~(4)~~] (5).
- 64 (b) An owner may satisfy the written disclosure requirement described in Subsection [~~(3)(a)(i)~~] (4)(a)(i) through a rental application, deposit agreement, or written summary.
- 66 [~~(4)~~] (5)
- . (a) A prospective renter may make a written demand to the owner of a residential rental unit requesting the return of money the prospective renter paid in relation to the rental of the residential rental unit, if:
- 69 (i)
- . (A) an amount the owner provides in the good-faith estimate described in Subsection [~~(3)~~] (4) is different than the amount in the rental agreement; or
- 71 (B) the rental agreement includes a type of use-based, non-rent expense that was not disclosed under Subsection [~~(3)~~] (4); and
- 73 (ii) the prospective renter:
- 74 (A) makes the written demand within five business days after the day on which the prospective renter receives the rental agreement; and
- 76 (B) at the time the prospective renter makes the written demand, has not signed the rental agreement or taken possession of the residential rental unit.
- 78 (b) If a prospective renter makes a written demand in accordance with Subsection [~~(4)(a)~~] (5)(a), the owner shall return all money the prospective renter paid the owner within five business days after the day on which the owner receives the written demand.

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- 81 [~~(5)~~] (6) An owner may not charge a renter:
- 82 (a) a late fee that exceeds the greater of:
- 83 (i) 10% of the rent agreed to in the rental agreement; or
- 84 (ii) \$75; or
- 85 (b) a fee, fine, assessment, interest, or other cost:
- 86 (i) in an amount greater than the amount agreed to in the rental agreement; or
- 87 (ii) that is not included in the rental agreement, unless:
- 88 (A) the rental agreement is on a month-to-month basis; and
- 89 (B) the owner provides the renter a 15-day notice of the charge.
- 90 [~~(6)~~] (7) Before an owner and a prospective renter enter into a rental agreement, the owner shall:
- 92 (a) provide the prospective renter a written inventory of the condition of the residential rental unit,
excluding ordinary wear and tear;
- 94 (b) furnish the renter a form to document the condition of the residential rental unit and then allow the
resident a reasonable time after the renter's occupancy of the residential rental unit to complete and
return the form; or
- 97 (c) provide the prospective renter an opportunity to conduct a walkthrough inspection of the residential
rental unit.
- 99 [~~(7)~~] (8) At or before the commencement of the rental term under a rental agreement, an owner shall:
- 101 (a) disclose in writing to the renter:
- 102 (i) the owner's name, address, and telephone number; or
- 103 (ii)
- . (A) the name, address, and telephone number of any person authorized to manage the residential rental
unit; or
- 105 (B) the name, address, and telephone number of any person authorized to act for and on behalf of the
owner for purposes of receiving notice under this chapter or performing the owner's duties under
this chapter or under the rental agreement, if the person authorized to manage the residential rental
unit does not have authority to receive notice under this chapter; and
- 110 (b) provide the renter:
- 111 (i) an executed copy of the rental agreement, if the rental agreement is a written agreement; and
- 113 (ii) a copy of any rules and regulations applicable to the residential rental unit.
- 114 (9)

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- . (a) For a rental agreement entered into on or after May 7, 2025, if an owner takes possession of a multifamily unit building, the new owner shall provide written notice to inform each renter of:
- 117 (i) the change in ownership; and
- 118 (ii) any rent increase equal to or greater than 10% of the monthly rent amount.
- 119 (b) If a renter receives a notice under this Subsection (9), the renter may terminate the renter's existing rental agreement if the renter provides a written notice to the owner of the renter's intent to terminate the renter's existing lease agreement at least 60 days before the renter terminates the lease agreement.
- 123 [~~(8)~~] (10) Nothing in this section prohibits any fee, fine, assessment, interest, or cost that is allowed by law or stated in the rental agreement.
- 125 [~~(9)~~] (11) A renter may not use an owner's failure to comply with a requirement of Subsection [~~(2), (3), (4), (5), (6), or (7)~~] (3), (4), (5), (6), (7), or (8) as a basis:
- 128 (a) to excuse the renter's compliance with a rental agreement; or
- 129 (b) to bring a cause of action against the owner.
- 130 Section 2. Section **78B-6-811** is amended to read:
- 131 **78B-6-811. Judgment for restitution, damages, and rent -- Immediate enforcement -- Remedies.**
- 23 (1)
- . (a) A court may:
- 24 (i) enter a judgment upon the merits or upon default; and
- 25 (ii) issue an order of restitution regardless of whether a judgment is entered.
- 26 (b) A judgment entered in favor of the plaintiff shall include an order for the restitution of the premises as provided in Section 78B-6-812.
- 28 (c) If the proceeding is for unlawful detainer after neglect or failure to perform any condition or covenant of the lease or agreement under which the property is held, or after default in the payment of rent, the judgment shall also declare the forfeiture of the lease or agreement.
- 32 (d)
- . (i) A forfeiture under Subsection (1)(c) does not release a defendant from any obligation for payments on a lease for the remainder of the lease's term.
- 34 (ii) Subsection (1)(d)(i) does not change any obligation on either party to mitigate damages.
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- (2) The jury or the court, if the proceeding is tried without a jury or upon the defendant's default, shall also ~~[assess]~~ calculate the damages resulting to the plaintiff from any of the following:
- 38 (a) forcible entry;
- 39 (b) forcible or unlawful detainer;
- 40 (c) waste of the premises during the defendant's tenancy, if waste is alleged in the complaint and proved at trial;
- 42 (d) the amounts due under the contract, if the alleged unlawful detainer is after default in the payment of amounts due under the contract; and
- 44 (e) the abatement of the nuisance by eviction as provided in Sections 78B-6-1107 through 78B-6-1114.
- 46 (3) ~~[The judgment shall be entered]~~ The court ~~{ shall enter judgment }~~ :
- 158 (a) shall enter judgment against the defendant for the rent due under the contract as described in Subsection (2)(d)~~[, for three times the amount of the damages]~~ ; and ~~{ the actual damages }~~
- 160 (b) [assessed] may enter judgment against the defendant for three times the amount of actual damages, other than rent, calculated under Subsections (2)(a) through (2)(e).
- 49 (4)
- . (a) If the proceeding is for unlawful detainer, the court shall issue the execution upon the judgment ~~[shall be issued]~~ immediately after the entry of the judgment.
- 51 (b) In all cases, the court may issue and enforce the judgment ~~[may be issued and enforced]~~ immediately.
- 53 (5) In an action under this chapter, the court:
- 54 (a) shall award costs and reasonable attorney fees to the prevailing party;
- 55 (b) may modify a judgment for additional amounts owed if a motion is submitted within 180 days on the earlier of the day on which:
- 57 (i) the order of restitution is enforced; or
- 58 (ii) the defendant vacates the premises; and
- 59 (c) may grant a party additional time for a motion under Subsection (5)(b).
- 60 (6)
- . (a) If the court issues an order of restitution, the defendant shall provide a current address to the court and the plaintiff within 30 days of the day on which the court issues the order of restitution.

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(b) Failure of a defendant to provide an address under Subsection (6)(a) does not require the plaintiff or the court to bear the burden of seeking out the defendant to provide notice for any subsequent proceeding.

179 Section 3. **Effective date.**

This bill takes effect on May 7, 2025.

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