

***Superseded 5/9/2017***

**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:
    - (i) maintain common areas of the residential rental unit in a sanitary and safe condition;
    - (ii) maintain electrical systems, plumbing, heating, and hot and cold water;
    - (iii) maintain any air conditioning system in an operable condition;
    - (iv) maintain other appliances and facilities as specifically contracted in the rental agreement; and
    - (v) for buildings containing more than two residential rental units, provide and maintain appropriate receptacles for garbage and other waste and arrange for its removal, except to the extent that the renter and owner otherwise agree.
- (2) 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 into the renter's residential rental unit.
- (3) Before an owner and a prospective renter enter into a rental agreement, the owner shall:
  - (a) provide the prospective renter a written inventory of the condition of the residential rental unit, excluding ordinary wear and tear;
  - (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
  - (c) provide the prospective renter an opportunity to conduct a walkthrough inspection of the residential rental unit.
- (4) At or before the commencement of the rental term under a rental agreement, an owner shall:
  - (a) disclose in writing to the renter:
    - (i) the owner's name, address, and telephone number; or
    - (ii)
      - (A) the name, address, and telephone number of any person authorized to manage the residential rental unit; or
      - (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
  - (b) provide the renter:
    - (i) an executed copy of the rental agreement, if the rental agreement is a written agreement; and
    - (ii) a copy of any rules and regulations applicable to the residential rental unit.
- (5) An owner's failure to comply with a requirement of Subsection (2), (3), or (4) may not:
  - (a) be used by the renter as a basis to excuse the renter's compliance with a rental agreement; or
  - (b) give rise to any cause of action against the owner.