

Chapter 22

Utah Fit Premises Act

57-22-1 Short title.

This chapter is known as the "Utah Fit Premises Act."

Enacted by Chapter 314, 1990 General Session

57-22-2 Definitions.

As used in this chapter:

- (1) "Owner" means the owner, lessor, or sublessor of a residential rental unit. A managing agent, leasing agent, or resident manager is considered an owner for purposes of notice and other communication required or allowed under this chapter unless the agent or manager specifies otherwise in writing in the rental agreement.
- (2) "Rental agreement" means any agreement, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions regarding the use and occupancy of a residential rental unit.
- (3) "Rental application" means an application required by an owner as a prerequisite to the owner entering into a rental agreement for a residential rental unit.
- (4) "Renter" means any person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.
- (5) "Residential rental unit" means a renter's principal place of residence and includes the appurtenances, grounds, and facilities held out for the use of the residential renter generally, and any other area or facility provided to the renter in the rental agreement. It does not include facilities contained in a boarding or rooming house or similar facility, mobile home lot, or recreational property rented on an occasional basis.

Amended by Chapter 19, 2017 General Session

57-22-3 Duties of owners and renters -- Generally.

- (1) Each owner and his agent renting or leasing a residential rental unit shall maintain that unit in a condition fit for human habitation and in accordance with local ordinances and the rules of the board of health having jurisdiction in the area in which the residential rental unit is located. Each residential rental unit shall have electrical systems, heating, plumbing, and hot and cold water.
- (2) Each renter shall cooperate in maintaining his residential rental unit in accordance with this chapter.
- (3) This chapter does not apply to breakage, malfunctions, or other conditions which do not materially affect the physical health or safety of the ordinary renter.
- (4) Any duty in this act may be allocated to a different party by explicit written agreement signed by the parties.

Enacted by Chapter 314, 1990 General Session

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)
 - (a) An owner shall disclose in writing to an applicant for a residential rental unit:
 - (i) if there is an anticipated availability in the residential rental unit; and
 - (ii) the criteria that the owner will review as a condition of accepting the applicant as a tenant in the residential rental unit, including criteria related to the applicant's criminal history, credit, income, employment, or rental history.
 - (b) An owner may not accept a rental application from an applicant, or charge an applicant a rental application fee, before the owner complies with the disclosure requirement in Subsection (5)(a).
- (6) An owner's failure to comply with a requirement of Subsection (2), (3), (4), or (5) 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.

Amended by Chapter 19, 2017 General Session

57-22-4.1 Failure to deliver possession of residential rental unit -- Renter's option to terminate rental agreement -- Abatement of rent.

- (1) If an owner fails to deliver possession of a residential rental unit on the date provided in the rental agreement:
 - (a) the renter may, by written notice to the owner, terminate the rental agreement; or
 - (b) if the renter chooses not to terminate the rental agreement, rent abates until the owner delivers possession as provided in the rental agreement.
- (2) If a renter terminates a rental agreement under Subsection (1)(a), the owner shall, as promptly as reasonable, return to the renter all prepaid rent and any security deposit.

Enacted by Chapter 98, 2012 General Session

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

- (1) Each renter shall:
 - (a) comply with the rules of the board of health having jurisdiction in the area in which the residential rental unit is located which materially affect physical health and safety;
 - (b) maintain the premises occupied in a clean and safe condition and shall not unreasonably burden any common area;
 - (c) dispose of all garbage and other waste in a clean and safe manner;
 - (d) maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;
 - (e) use all electrical, plumbing, sanitary, heating, and other facilities and appliances in a reasonable manner;
 - (f) occupy the residential rental unit in the manner for which it was designed, but the renter may not increase the number of occupants above that specified in the rental agreement without written permission of the owner;
 - (g) be current on all payments required by the rental agreement; and
 - (h) comply with each rule, regulation, or requirement of the rental agreement, including any prohibition on, or the allowance of, smoking tobacco products within the residential rental unit, or on the premises, or both.
- (2) A renter may not:
 - (a) intentionally or negligently destroy, deface, damage, impair, or remove any part of the residential rental unit or knowingly permit any person to do so;
 - (b) interfere with the peaceful enjoyment of the residential rental unit of another renter; or
 - (c) unreasonably deny access to, refuse entry to, or withhold consent to enter the residential rental unit to the owner, agent, or manager for the purpose of making repairs to the unit.

Amended by Chapter 352, 2010 General Session

57-22-5.1 Crime victim's right to new locks -- Domestic violence victim's right to terminate rental agreement -- Limits an owner relating to assistance from public safety agency.

- (1) As used in this section:
 - (a) "Crime victim" means a victim of:
 - (i) domestic violence, as defined in Section 77-36-1;
 - (ii) stalking, as defined in Section 76-5-106.5;
 - (iii) a crime under Title 76, Chapter 5, Part 4, Sexual Offenses;
 - (iv) burglary or aggravated burglary under Section 76-6-202 or 76-6-203; or

- (v) dating violence, as defined in Section 78B-7-402.
- (b) "Public safety agency" means a governmental entity that provides fire protection, law enforcement, ambulance, medical, or similar service.
- (2) An acceptable form of documentation of an act listed in Subsection (1) is:
 - (a) a protective order protecting the renter issued pursuant to Title 78B, Chapter 7, Part 1, Cohabitant Abuse Act, subsequent to a hearing of which the petitioner and respondent have been given notice under Title 78B, Chapter 7, Part 1, Cohabitant Abuse Act; or
 - (b) a copy of a police report documenting an act listed in Subsection (1).
- (3)
 - (a) A renter who is a crime victim may require the renter's owner to install a new lock to the renter's residential rental unit if the renter:
 - (i) provides the owner with an acceptable form of documentation of an act listed in Subsection (1); and
 - (ii) pays for the cost of installing the new lock.
 - (b) An owner may comply with Subsection (3)(a) by:
 - (i) rekeying the lock if the lock is in good working condition; or
 - (ii) changing the entire locking mechanism with a locking mechanism of equal or greater quality than the lock being replaced.
 - (c) An owner who installs a new lock under Subsection (3)(a) may retain a copy of the key that opens the new lock.
 - (d) Notwithstanding any rental agreement, an owner who installs a new lock under Subsection (3) (a) shall refuse to provide a copy of the key that opens the new lock to the perpetrator of the act listed in Subsection (1).
 - (e) Notwithstanding Section 78B-6-814, if an owner refuses to provide a copy of the key under Subsection (3)(d) to a perpetrator who is not barred from the residential rental unit by a protective order but is a renter on the rental agreement, the perpetrator may file a petition with a court of competent jurisdiction within 30 days to:
 - (i) establish whether the perpetrator should be given a key and allowed access to the residential rental unit; or
 - (ii) whether the perpetrator should be relieved of further liability under the rental agreement because of the owner's exclusion of the perpetrator from the residential rental unit.
 - (f) Notwithstanding Subsection (3)(e)(ii), a perpetrator may not be relieved of further liability under the rental agreement if the perpetrator is found by the court to have committed the act upon which the landlord's exclusion of the perpetrator is based.
- (4) A renter who is a victim of domestic violence, as defined in Section 77-36-1, may terminate a rental agreement if the renter:
 - (a) is in compliance with:
 - (i) all provisions of Section 57-22-5; and
 - (ii) all obligations under the rental agreement;
 - (b) provides the owner:
 - (i) written notice of termination; and
 - (ii) a protective order protecting the renter from a domestic violence perpetrator or a copy of a police report documenting that the renter is a victim of domestic violence and did not participate in the violence; and
 - (c) no later than the date that the renter provides a notice of termination under Subsection (4)(b) (i), pays the owner the equivalent of 45 days' rent for the period beginning on the date that the renter provides the notice of termination.
- (5) An owner may not:

- (a) impose a restriction on a renter's ability to request assistance from a public safety agency; or
- (b) penalize or evict a renter because the renter makes reasonable requests for assistance from a public safety agency.

Amended by Chapter 255, 2018 General Session

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

(1) As used in this section:

- (a) "Corrective period" means:
 - (i) for a standard of habitability, three calendar days; and
 - (ii) for a requirement imposed by a rental agreement, 10 calendar days.
- (b) "Deficient condition" means a condition of a residential rental unit that:
 - (i) violates a standard of habitability or a requirement of the rental agreement; and
 - (ii) is not caused by:
 - (A) the renter, the renter's family, or the renter's guest or invitee; and
 - (B) a use that would violate:
 - (I) the rental agreement; or
 - (II) a law applicable to the renter's use of the residential rental unit.
- (c) "Notice of deficient condition" means the notice described in Subsection (2).
- (d) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).
- (e) "Renter remedy" means:
 - (i) a rent abatement remedy; or
 - (ii) a repair and deduct remedy.
- (f) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).
- (g) "Standard of habitability" means a standard:
 - (i) relating to the condition of a residential rental unit; and
 - (ii) that an owner is required to ensure that the residential rental unit meets as required under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or (iii).

(2)

- (a) If a renter believes that the renter's residential rental unit has a deficient condition, the renter may give the owner written notice as provided in Subsection (2)(b).
- (b) A notice under Subsection (2)(a) shall:
 - (i) describe each deficient condition;
 - (ii) state that the owner has the corrective period, stated in terms of the applicable number of days, to correct each deficient condition;
 - (iii) state the renter remedy that the renter has chosen if the owner does not, within the corrective period, take substantial action toward correcting each deficient condition;
 - (iv) provide the owner permission to enter the residential rental unit to make corrective action; and
 - (v) be served on the owner as provided in:
 - (A) Section 78B-6-805; or
 - (B) the rental agreement.

(3)

- (a) As used in this Subsection (3), "dangerous condition" means a deficient condition that poses a substantial risk of:
 - (i) imminent loss of life; or
 - (ii) significant physical harm.

- (b) If a renter believes that the renter's residential rental unit has a dangerous condition, the renter may notify the owner of the dangerous condition by any means that is reasonable under the circumstances.
 - (c) An owner shall:
 - (i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous condition, commence remedial action to correct the dangerous condition; and
 - (ii) diligently pursue remedial action to completion.
 - (d) Notice under Subsection (3)(b) of a dangerous condition does not constitute a notice of deficient condition, unless the notice also meets the requirements of Subsection (2).
- (4)
- (a) Subject to Subsection (4)(b), if an owner fails to take substantial action, before the end of the corrective period, toward correcting a deficient condition described in a notice of deficient condition:
 - (i) if the renter chose the rent abatement remedy in the notice of deficient condition:
 - (A) the renter's rent is abated as of the date of the notice of deficient condition to the owner;
 - (B) the rental agreement is terminated;
 - (C) the owner shall immediately pay to the renter:
 - (I) the entire security deposit that the renter paid under the rental agreement; and
 - (II) a prorated refund for any prepaid rent, including any rent the renter paid for the period after the date on which the renter gave the owner the notice of deficient condition; and
 - (D) the renter shall vacate the residential rental unit within 10 calendar days after the expiration of the corrective period; or
 - (ii) if the renter chose the repair and deduct remedy in the notice of deficient condition, and subject to Subsection (4)(c), the renter:
 - (A) may:
 - (I) correct the deficient condition described in the notice of deficient condition; and
 - (II) deduct from future rent the amount the renter paid to correct the deficient condition, not to exceed an amount equal to two months' rent; and
 - (B) shall:
 - (I) maintain all receipts documenting the amount the renter paid to correct the deficient condition; and
 - (II) provide a copy of those receipts to the owner within five calendar days after the beginning of the next rental period.
 - (b) A renter is not entitled to a renter remedy if the renter is not in compliance with all requirements under Section 57-22-5.
 - (c)
 - (i) If a residential rental unit is not fit for occupancy, an owner may:
 - (A) determine not to correct a deficient condition described in a notice of deficient condition; and
 - (B) terminate the rental agreement.
 - (ii) If an owner determines not to correct a deficient condition and terminates the rental agreement under Subsection (4)(c)(i):
 - (A) the owner shall:
 - (I) notify the renter in writing no later than the end of the corrective period; and
 - (II) within 10 calendar days after the owner terminates the rental agreement, pay to the renter:
 - (Aa) any prepaid rent, prorated as provided in Subsection (4)(c)(ii)(B); and
 - (Bb) any deposit due the renter;

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

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

(5)

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

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

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

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

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

(7) In an action under this chapter, the court may award costs and reasonable attorney fees to the prevailing party.

Amended by Chapter 203, 2017 General Session

57-22-7 Limitation on counties and municipalities.

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

(2)

(a) Subsection (1) may not be construed to limit the ability of a county or municipality to enforce an applicable administrative remedy with respect to a residential rental unit for a violation of a county or municipal ordinance, subject to Subsection (2)(b).

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

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

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

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

(3) A municipality with a good landlord program under Section 10-1-203.5 may not limit an owner's participation in the program or reduce program benefits to the owner because of renter or crime victim action that the owner is prohibited under Subsection 57-22-5.1(5) from restricting or penalizing.

Amended by Chapter 289, 2012 General Session