

Senator Wayne L. Niederhauser proposes the following substitute bill:

UTAH FIT PREMISES ACT AMENDMENTS

2010 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Wayne L. Niederhauser

House Sponsor: Gage Froerer

LONG TITLE

General Description:

This bill modifies provisions related to the Utah Fit Premises Act.

Highlighted Provisions:

This bill:

▶ prohibits counties and municipalities from placing a specified limit on the number of unrelated individuals allowed to occupy a single-family unit;

▶ modifies a renter's duties;

▶ authorizes a renter who is a victim of domestic violence to terminate a rental agreement, upon certain conditions;

▶ modifies a renter's remedies against an owner for a residential rental unit that does not comply with applicable requirements;

▶ prohibits counties and municipalities from adopting measures inconsistent with the Utah Fit Premises Act, with limitations; and

▶ makes technical changes.

Monies Appropriated in this Bill:

None

Other Special Clauses:

None

1st Sub. S.B. 45



26 **Utah Code Sections Affected:**27 **AMENDS:**28 **57-22-4**, as last amended by Laws of Utah 2008, Chapter 329 **57-22-5**, as last amended by Laws of Utah 1997, Chapter 23030 **57-22-5.1**, as last amended by Laws of Utah 2008, Chapter 331 **ENACTS:**32 **10-9a-505.5**, Utah Code Annotated 195333 **17-27a-505.5**, Utah Code Annotated 195334 **57-22-7**, Utah Code Annotated 195335 **REPEALS AND REENACTS:**36 **57-22-6**, as last amended by Laws of Utah 2008, Chapter 337

38 *Be it enacted by the Legislature of the state of Utah:*39 Section 1. Section **10-9a-505.5** is enacted to read:40 **10-9a-505.5. Limit on single family designation.**41 **§→ [A municipality may not limit to less than three] (1) As used in this section,**41a **"single-family limit" means ←§ the number of unrelated individuals**42 **allowed to occupy a unit in a zone permitting occupancy by a single family.**42a **§→ (2) A municipality may not adopt a single-family limit that is less than:**42b **(a) three, if the municipality has within its boundary:**42c **Ĥ→ [(A)] (i) ←Ĥ a state university; or**42d **Ĥ→ [(B)] (ii) ←Ĥ a private university with a student population of at least 20,000; or**42e **(b) four, for each other municipality. ←§**43 Section 2. Section **17-27a-505.5** is enacted to read:44 **17-27a-505.5. Limit on single family designation.**45 **§→ [A county may not limit to less than three] (1) As used in this section, "single-family**45a **limit" means ←§ the number of unrelated individuals allowed to**46 **occupy a unit in a zone permitting occupancy by a single family.**46a **§→ (2) A county may not adopt a single-family limit that is less than:**46b **(a) three, if the county has within its unincorporated area:**46c **Ĥ→ [(A)] (i) ←Ĥ a state university; or**46d **Ĥ→ [(B)] (ii) ←Ĥ a private university with a student population of at least 20,000; or**46e **(b) four, for each other county. ←§**47 Section 3. Section **57-22-4** is amended to read:

48 **57-22-4. Owner's duties -- Maintenance of common areas, building, and utilities.**

49 (1) To protect the physical health and safety of the ordinary renter, [~~each~~] an owner

50 [~~shall~~]:

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

52 occupancy; and

53 (b) shall:

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

55 [~~(e)~~] (ii) maintain electrical systems, plumbing, heating, and hot and cold water;

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

57 ~~[(d)]~~ (iv) maintain other appliances and facilities as specifically contracted in the
58 ~~[lease]~~ rental agreement; and

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

62 ~~[(2) In the event the renter believes the residential rental unit does not comply with the
63 standards for health and safety required under this chapter, the renter shall give written notice
64 of the noncompliance to the owner. Within a reasonable time after receipt of this notice, the
65 owner shall commence action to correct the condition of the unit. The notice required by this
66 subsection shall be served pursuant to Section 78B-6-805.]~~

67 ~~[(3) The owner need not correct or remedy any condition caused by the renter, the
68 renter's family, or the renter's guests or invitees by inappropriate use or misuse of the property
69 during the rental term or any extension of it.]~~

70 ~~[(4) The owner may refuse to correct the condition of the residential rental unit and
71 terminate the rental agreement if the unit is unfit for occupancy. If the owner refuses to correct
72 the condition and intends to terminate the rental agreement, he shall notify the renter in writing
73 within a reasonable time after receipt of the notice of noncompliance. If the rental agreement is
74 terminated, the rent paid shall be prorated to the date the agreement is terminated, and any
75 balance shall be refunded to the renter along with any deposit due.]~~

76 ~~[(5) The owner is not liable under this chapter for claims for mental suffering or
77 anguish.]~~

78 (2) Except as otherwise provided in the rental agreement, an owner shall provide the
79 renter at least 24 hours prior notice of the owner's entry into the renter's residential rental unit.

80 Section 4. Section **57-22-5** is amended to read:

81 **57-22-5. Renter's duties -- Cleanliness and sanitation -- Compliance with written**
82 **agreement -- Destruction of property, interference with peaceful enjoyment prohibited.**

83 (1) Each renter shall:

84 (a) comply with the rules of the board of health having jurisdiction in the area in which
85 the residential rental unit is located which materially affect physical health and safety;

86 (b) maintain the premises occupied in a clean and safe condition and shall not
87 unreasonably burden any common area;

- 88 (c) dispose of all garbage and other waste in a clean and safe manner;
- 89 (d) maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;
- 90 (e) use all electrical, plumbing, sanitary, heating, and other facilities and appliances in
- 91 a reasonable manner;
- 92 (f) occupy the residential rental unit in the manner for which it was designed, but the
- 93 renter may not increase the number of occupants above that specified in the rental agreement
- 94 without written permission of the owner;
- 95 (g) be current on all payments required by the rental agreement; and
- 96 (h) comply with [~~all appropriate requirements~~] each rule, regulation, or requirement of
- 97 the rental agreement [~~between the owner and the renter, which may include either a~~], including
- 98 any prohibition on, or the allowance of, smoking tobacco products within the residential rental
- 99 unit, or on the premises, or both.

100 (2) [~~No~~] A renter may not:

- 101 (a) intentionally or negligently destroy, deface, damage, impair, or remove any part of
- 102 the residential rental unit or knowingly permit any person to do so;
- 103 (b) interfere with the peaceful enjoyment of the residential rental unit of another renter;
- 104 or
- 105 (c) unreasonably deny access to, refuse entry to, or withhold consent to enter the
- 106 residential rental unit to the owner, agent, or manager for the purpose of making repairs to the
- 107 unit.

108 Section 5. Section **57-22-5.1** is amended to read:

109 **57-22-5.1. Crime victim's right to new locks -- Domestic violence victim's right to**
110 **terminate rental agreement.**

111 (1) [~~For purposes of~~] As used in this section, "crime victim" means a victim of:

- 112 (a) domestic violence, as defined in Section 77-36-1;
- 113 (b) stalking as defined in Section 76-5-106.5;
- 114 (c) a crime under Title 76, Chapter 5, Part 4, Sexual Offenses;
- 115 (d) burglary or aggravated burglary under Section 76-6-202 or 76-6-203; or
- 116 (e) dating violence, consisting of verbal, emotional, psychological, physical, or sexual
- 117 abuse of one person by another in a dating relationship.

118 (2) An acceptable form of documentation of an act listed in Subsection (1) is:

119 (a) a protective order protecting the renter issued pursuant to Title 78B, Chapter 7, Part
120 1, Cohabitant Abuse Act, subsequent to a hearing of which the petitioner and respondent have
121 been given notice under Title 78B, Chapter 7, Part 1, Cohabitant Abuse Act; or

122 (b) a copy of a police report documenting an act listed in Subsection (1).

123 (3) (a) A renter who is a crime victim may require the renter's owner to install a new
124 lock to the renter's residential rental unit if the renter:

125 (i) provides the owner with an acceptable form of documentation of an act listed in
126 Subsection (1); and

127 (ii) pays for the cost of installing the new lock.

128 (b) An owner may comply with Subsection (3)(a) by:

129 (i) rekeying the lock if the lock is in good working condition; or

130 (ii) changing the entire locking mechanism with a locking mechanism of equal or
131 greater quality than the lock being replaced.

132 (c) An owner who installs a new lock under Subsection (3)(a) may retain a copy of the
133 key that opens the new lock.

134 (d) Notwithstanding any rental agreement, an owner who installs a new lock under
135 Subsection (3)(a) shall refuse to provide a copy of the key that opens the new lock to the
136 perpetrator of the act listed in Subsection (1).

137 (e) Notwithstanding Section 78B-6-814, if an owner refuses to provide a copy of the
138 key under Subsection (3)(d) to a perpetrator who is not barred from the residential rental unit
139 by a protective order but is a renter on the rental agreement, the perpetrator may file a petition
140 with a court of competent jurisdiction within 30 days to:

141 (i) establish whether the perpetrator should be given a key and allowed access to the
142 residential rental unit; or

143 (ii) whether the perpetrator should be relieved of further liability under the rental
144 agreement because of the owner's exclusion of the perpetrator from the residential rental unit.

145 (f) Notwithstanding Subsection (3)(e)(ii), a perpetrator may not be relieved of further
146 liability under the rental agreement if the perpetrator is found by the court to have committed
147 the act upon which the landlord's exclusion of the perpetrator is based.

148 (4) A renter who is a victim of domestic violence, as defined in Section 77-36-1, may
149 terminate a rental agreement if the renter:

- 150 (a) is in compliance with:
- 151 (i) all provisions of Section 57-22-5; and
- 152 (ii) all obligations under the rental agreement;
- 153 (b) provides the owner ~~§~~ :
- 153a (i) written notice of termination; and
- 153b (ii) ~~§~~ a protective order protecting the renter from a domestic
- 154 violence perpetrator; and
- 155 (c) ~~§~~ **[before] no later than the date that the renter provides a notice of ~~§~~ termination**
- 155a **~~§~~ under Subsection (4)(b)(i) ~~§~~ .** pays the owner the equivalent of 45 days' rent ~~§~~ **for the**
- 155b **period beginning on the date that the renter provides the notice of termination ~~§~~ .**
- 156 Section 6. Section 57-22-6 is repealed and reenacted to read:
- 157 **57-22-6. Renter remedies for deficient condition of residential rental unit.**
- 158 (1) As used in this section:
- 159 (a) "Corrective period" means:
- 160 (i) for a standard of habitability, three calendar days; and
- 161 (ii) for a requirement imposed by a rental agreement, 10 calendar days.
- 162 (b) "Deficient condition" means a condition of a residential rental unit that:
- 163 (i) violates a standard of habitability or a requirement of the rental agreement; and
- 164 (ii) is not caused by:
- 165 (A) the renter, the renter's family, or the renter's guest or invitee; and
- 166 (B) a use that would violate:
- 167 (I) the rental agreement; or
- 168 (II) a law applicable to the renter's use of the residential rental unit.
- 169 ~~~~§~~ [(c) "Extended corrective period" means a period of time concluding at the end of the~~
- 170 ~~~~third calendar day after a tenant gives an owner a second notice;~~~~
- 171 ~~~~(d) "First notice"~~ [(c) "Notice of deficient condition" ~~§~~ means the notice described in~~
- 171a ~~Subsection (2).~~
- 172 ~~~~§~~ [(e)] (d) ~~§~~ "Rent abatement remedy" means the remedy described in Subsection~~
- 172a ~~(4)(a)(i).~~
- 173 ~~~~§~~ [(f)] (e) ~~§~~ "Renter remedy" means:~~
- 174 ~~(i) a rent abatement remedy; or~~
- 175 ~~(ii) a repair and deduct remedy.~~
- 176 ~~~~§~~ [(g)] (f) ~~§~~ "Repair and deduct remedy" means the remedy described in Subsection~~
- 176a ~~(4)(a)(ii).~~
- 177 ~~~~§~~ [(h) "Second notice" means the notice described in Subsection (3):~~
- 178 ~~~~(i)] (g) ~~§~~ "Standard of habitability" means a standard:~~~~
- 179 ~~(i) relating to the condition of a residential rental unit; and~~
- 180 ~~(ii) that an owner is required to ensure that the residential rental unit meets as required~~

181 under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or (iii).

182 (2) (a) If a renter believes that the renter's residential rental unit has a deficient
 183 condition, the renter may give the owner written notice as provided in Subsection (2)(b).

184 (b) A notice under Subsection (2)(a) shall:

185 (i) describe each deficient condition;

186 (ii) state that the owner has the corrective period, stated in terms of the applicable
 187 number of days, to correct each deficient condition;

188 (iii) state the renter remedy that the renter has chosen if the owner does not, within the
 189 corrective period, take substantial action toward correcting each deficient condition;

190 (iv) provide the owner permission to enter the residential rental unit to make corrective
 191 action; and

192 (v) be served on the owner as provided in ~~§~~ :

192a (A) ~~←~~ ~~§~~ Section 78B-6-805 ~~§~~ ~~→~~ [:] ; or

192b (B) the rental agreement.

192c (3)(a) As used in this Subsection (3), "dangerous condition" means a deficient condition that
 192d poses a substantial risk of:

192e (i) imminent loss of life; or

192f (ii) significant physical harm.

192g (b) If a renter believes that the renter's residential rental unit has a dangerous
 192h condition, the renter may notify the owner of the dangerous condition by any means that is
 192i reasonable under the circumstances.

192j (c) An owner shall:

192k (i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous
 192l condition, commence remedial action to correct the dangerous condition; and

192m (ii) diligently pursue remedial action to completion.

192n (d) Notice under Subsection (3)(b) of a dangerous condition does not constitute a notice
 192o of deficient condition, unless the notice also meets the requirements of Subsection (2).

193 ~~[(3) (a) If an owner does not, within the corrective period, take substantial action toward~~
 194 ~~correcting a deficient condition, the renter may give the owner another written notice as~~
 195 ~~provided in Subsection (3)(b):~~

196 ~~———— (b) A notice under Subsection (3)(a) shall:~~

197 ~~———— (i) recite the first notice;~~

198 ~~———— (ii) state the number of days that have elapsed since the first notice was given;~~

199 ~~———— (iii) describe each deficient condition described in the first notice with respect to which~~
 200 ~~the renter claims that the owner has not taken substantial corrective action;~~

201 ~~———— (iv) state that if the owner does not, within three calendar days, take substantial action~~
 202 ~~toward correcting each deficient condition, the renter will be entitled to the renter remedy the~~
 203 ~~renter stated in the first notice; and] ~~←~~ ~~§~~~~

204 ~~§→ [(v) be served on the owner as provided in Section 78B-6-805.] ←§~~

205 (4) (a) Subject to Subsection (4)(b), if an owner fails to take substantial action, before
206 the end of the ~~§→ [extended] ←§~~ corrective period, toward correcting a deficient condition
206a described in a

207 ~~§→ [second] ←§~~ notice ~~§→ of deficient condition ←§~~ :

208 (i) if the renter chose the rent abatement remedy in the ~~§→ [first] ←§~~ notice ~~§→ of~~
208a ~~deficient condition ←§~~ :

209 (A) the renter's rent is abated as of the date of the ~~§→ [first] ←§~~ notice ~~§→ of deficient~~
209a ~~condition ←§~~ to the owner;

210 (B) the rental agreement is terminated;

211 (C) the owner shall immediately pay to the renter:

212 (I) the entire security deposit that the renter paid under the rental agreement; and
 213 (II) a prorated refund for any prepaid rent, including any rent the renter paid for the
 214 period after the date on which the renter gave the owner the ~~§~~ [first] ~~←§~~ notice ~~§~~ of deficient
 214a condition ~~←§~~ ; and
 215 (D) the renter shall vacate the residential rental unit within 10 calendar days after the
 216 expiration of the ~~§~~ [extended] ~~←§~~ corrective period; or
 217 (ii) if the renter chose the repair and deduct remedy in the ~~§~~ [first] ~~←§~~ notice ~~§~~ of
 217a deficient condition ~~←§~~ , and subject to
 218 Subsection (4)(c), the renter:
 219 (A) may:
 220 (I) correct the deficient condition described in the ~~§~~ [second] ~~←§~~ notice ~~§~~ of deficient
 220a condition ~~←§~~ ; and
 221 (II) deduct from future rent the amount the renter paid to correct the deficient
 222 condition, not to exceed an amount equal to two months' rent; and
 223 (B) shall:
 224 (I) maintain all receipts documenting the amount the renter paid to correct the deficient
 225 condition; and
 226 (II) provide a copy of those receipts to the owner within five calendar days after the
 227 beginning of the next rental period.
 228 (b) A renter is not entitled to a renter remedy if the renter is not in compliance with all
 229 requirements under Section 57-22-5.
 230 (c) (i) If a residential rental unit is not fit for occupancy, an owner may:
 231 (A) determine not to correct a deficient condition described in a ~~§~~ [first] ~~←§~~ notice
 231a or ~~§~~ [second
 232 notice] of deficient condition ~~←§~~ ; and
 233 (B) terminate the rental agreement.
 234 (ii) If an owner determines not to correct a deficient condition and terminates the rental
 235 agreement under Subsection (4)(c)(i):
 236 (A) the owner shall:
 237 (I) notify the renter in writing no later than the end of the ~~§~~ [extended] ~~←§~~ corrective
 237a period;
 238 and
 239 (II) within 10 calendar days after the owner terminates the rental agreement, pay to the
 240 renter:
 241 (Aa) any prepaid rent, prorated as provided in Subsection (4)(c)(ii)(B); and
 242 (Bb) any deposit due the renter;

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

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

247 (5) (a) After the ~~§~~ [extended] ~~←§~~ corrective period expires, a renter may bring an action in
 248 district court to enforce the renter remedy that the renter chose in the ~~§~~ [first] ~~←§~~ notice ~~§~~ → of
 248a deficient condition ~~←§~~ .

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

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

254 (i) any damages; and

255 (ii) court costs and a reasonable attorney fee.

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

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

261 Section 7. Section **57-22-7** is enacted to read:

262 **57-22-7. Limitation on counties and municipalities.**

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

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

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

270 (i) modifying the time requirements of a corrective period ~~§~~ → [or extended corrective
 271 period] ~~←§~~ , as ~~§~~ → [those terms are] ~~←§~~ defined in Section 57-22-6;

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

273 (iii) modifying an owner's obligation under this chapter to a tenant relating to the

274 habitability of a residential rental unit.

S.B. 45 1st Sub. (Green) - Utah Fit Premises Act Amendments

Fiscal Note

2010 General Session

State of Utah

State Impact

Enactment of this bill will not require additional appropriations.

Individual, Business and/or Local Impact

Enactment of this bill likely will not result in direct, measurable costs and/or benefits for individuals, businesses, or local governments.
