

1st Sub. S.B. 45
UTAH FIT PREMISES ACT AMENDMENTS

Senator **Benjamin M. McAdams** proposes the following amendments:

1. *Page 2, Lines 41 through 42:*

41 ~~{A municipality may not limit to less than three}~~ (1) As used in this section, "single-family
limit" means the number of unrelated individuals

42 allowed to occupy a unit in a zone permitting occupancy by a single family.

(2) A municipality may not adopt a single-family limit that is less than:

(a) three, if the municipality has within its boundary:

(A) a state university; or

(B) a private university with a student population of at least 20,000; or

(b) four, for each other municipality.

2. *Page 2, Lines 45 through 46:*

45 ~~{A county may not limit to less than three}~~ (1) As used in this section, "single-family limit"
means the number of unrelated individuals allowed to

46 occupy a unit in a zone permitting occupancy by a single family.

(2) A county may not adopt a single-family limit that is less than:

(a) three, if the county has within its unincorporated area:

(A) a state university; or

(B) a private university with a student population of at least 20,000; or

(b) four, for each other county.

3. *Page 6, Line 153:*

153 (b) provides the owner :

(i) written notice of termination; and

(ii) a protective order protecting the renter from a domestic

4. *Page 6, Line 155:*

155 (c) ~~{before}~~ 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. *Page 6, Lines 169 through 173:*

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
Subsection (2).
172 ~~{ (e) }~~ (d) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).
173 ~~{ (f) }~~ (e) "Renter remedy" means:

6. Page 6, Lines 176 through 178:

176 ~~{ (g) }~~ (f) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).
177 ~~{ (h) "Second notice" means the notice described in Subsection (3). }~~
178 ~~{ (i) }~~ (g) "Standard of habitability" means a standard:

7. Page 7, Line 192 through 204:

192 (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).
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. }~~

8. Page 7, Lines 206 through 209:

206 the end of the ~~{-extended-}~~ corrective period, toward correcting a deficient condition described in a
207 ~~{-second-}~~ notice of deficient condition ;
208 (i) if the renter chose the rent abatement remedy in the ~~{-first-}~~ notice of deficient condition ;
209 (A) the renter's rent is abated as of the date of the ~~{-first-}~~ notice of deficient condition to the
owner;

9. Page 8, Lines 214 through 217:

214 period after the date on which the renter gave the owner the ~~{-first-}~~ notice of deficient 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 deficient condition ,
and subject to

10. Page 8, Line 220:

220 (I) correct the deficient condition described in the ~~{-second-}~~ notice of deficient condition ; and

11. Page 8, Lines 231 through 232:

231 (A) determine not to correct a deficient condition described in a ~~{-first-}~~ notice ~~{-or second~~
232 ~~notice-}~~ of deficient condition ; and

12. Page 8, Line 237:

237 (I) notify the renter in writing no later than the end of the ~~{-extended-}~~ corrective period;

13. Page 9, Lines 247 through 248:

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 deficient
condition ;