

UTAH FIT PREMISES ACT MODIFICATIONS

2011 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Benjamin M. McAdams

House Sponsor: _____

LONG TITLE

General Description:

This bill modifies the Utah Fit Premises Act.

Highlighted Provisions:

This bill:

- ▶ requires an owner to provide specified things to a prospective renter before a rental agreement is entered;
- ▶ requires an owner to disclose information and provide materials to a renter at or before the commencement of a rental agreement;
- ▶ provides for consequences if an owner fails to deliver possession of a residential rental unit as provided in the rental agreement; and
- ▶ prohibits an owner from taking specified retaliatory action against a renter.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

57-22-4, as last amended by Laws of Utah 2010, Chapter 352

ENACTS:

57-22-4.1, Utah Code Annotated 1953



28 57-22-4.2, Utah Code Annotated 1953

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30 *Be it enacted by the Legislature of the state of Utah:*

31 Section 1. Section 57-22-4 is amended to read:

32 **57-22-4. Owner's duties.**

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

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

36 (b) shall:

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

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

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

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

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

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

47 (3) Before an owner and a prospective renter enter into a rental agreement, the owner
48 shall provide the prospective renter:

49 (a) a walk through of the residential rental unit that will be the subject of the rental
50 agreement; and

51 (b) a written inventory of the condition of the residential rental unit.

52 (4) At or before the commencement of the rental term under a rental agreement, an
53 owner shall:

54 (a) disclose in writing to the renter:

55 (i) the owner's name, address, and telephone number;

56 (ii) the name, address, and telephone number of any person authorized to manage the
57 residential rental unit; and

58 (iii) the name, address, and telephone number of any person authorized to act for and

59 on behalf of the owner for purposes of receiving notice under this chapter or performing the
60 owner's duties under this chapter or under the rental agreement; and

61 (b) provide the renter:

62 (i) a written summary of this chapter;

63 (ii) an executed copy of the rental agreement, if the rental agreement is a written
64 agreement; and

65 (iii) a copy of any rules and regulations applicable to the residential rental unit.

66 Section 2. Section **57-22-4.1** is enacted to read:

67 **57-22-4.1. Failure to deliver possession of residential rental unit -- Renter's option**
68 **to terminate rental agreement -- Abatement of rent.**

69 (1) If an owner fails to deliver possession of a residential rental unit as provided in the
70 rental agreement:

71 (a) the renter may, by written notice to the owner, terminate the rental agreement; or

72 (b) if the renter chooses not to terminate the rental agreement, rent abates until the
73 owner delivers possession as provided in the rental agreement.

74 (2) If a renter terminates a rental agreement under Subsection (1)(a), the owner shall
75 immediately return to the renter all prepaid rent and any security deposit.

76 Section 3. Section **57-22-4.2** is enacted to read:

77 **57-22-4.2. Prohibited retaliatory action by owner -- Limitation.**

78 (1) An owner may not bring or threaten to bring an eviction or other civil action, or
79 take or threaten to take any other action, against a renter in retaliation based primarily on a
80 renter:

81 (a) organizing or joining a renters' union or similar organization;

82 (b) expressing an intention to complain or complaining to a governmental entity about
83 a matter relating to the renter's residential rental unit;

84 (c) making a complaint in good faith to the owner or the owner's agent;

85 (d) filing or expressing an intention to file a lawsuit or administrative action against the
86 owner;

87 (e) testifying in a judicial or administrative proceeding or before a public body; or

88 (f) exercising any other right or remedy provided by law.

89 (2) Subsection (1) may not be construed to prohibit an owner from:

- 90 (a) evicting a renter as provided elsewhere in this chapter; or
91 (b) exercising a right the owner has under other applicable law.
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Legislative Review Note
as of 2-2-11 1:04 PM

Office of Legislative Research and General Counsel

FISCAL NOTE

S.B. 154

SHORT TITLE: **Utah Fit Premises Act Modifications**

SPONSOR: **McAdams, B.**

2011 GENERAL SESSION, STATE OF UTAH

STATE GOVERNMENT (UCA 36-12-13(2)(b))

Enactment of this bill likely will not materially impact the state budget.

LOCAL GOVERNMENTS (UCA 36-12-13(2)(c))

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

DIRECT EXPENDITURES BY UTAH RESIDENTS AND BUSINESSES (UCA 36-12-13(2)(d))

Enactment of this bill likely will not result in direct, measurable expenditures by Utah residents or businesses.