

**UTAH FIT PREMISES MODIFICATIONS**

2012 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Benjamin M. McAdams**

House Sponsor: Gage Froerer

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**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; and
- ▶ provides for consequences if an owner fails to deliver possession of a residential rental unit ~~§~~ **→ [as] on the date ←** ~~§~~ provided in the rental agreement.

**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

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

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

30 **57-22-4. Owner's duties.**

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

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

34 (b) shall:

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

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

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

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

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

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

45 (3) ~~§~~ **(a)** ~~←§~~ Before an owner and a prospective renter enter into a rental agreement, the  
45a owner  
46 shall provide the prospective renter a written inventory of the condition of the residential rental  
47 unit.

47a ~~§~~ **(b)** An owner complies with the requirement of Subsection (3)(a) with respect to  
47b ordinary wear and tear items of an inventory of the condition of a residential rental unit if the  
47c owner:

47d (i) furnishes the renter a form to document those items; and

47e (ii) allows the resident a reasonable time after the renter's occupancy of the residential  
47f rental unit to complete and return the form. ~~←§~~

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

50 (a) disclose in writing to the renter:

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

52 (ii) (A) the name, address, and telephone number of any person authorized to manage  
53 the residential rental unit; or

54 (B) the name, address, and telephone number of any person authorized to act for and on

55 behalf of the owner for purposes of receiving notice under this chapter or performing the  
56 owner's duties under this chapter or under the rental agreement, if the person authorized to  
57 manage the residential rental unit does not have authority to receive notice under this chapter;  
58 and

- 59 (b) provide the renter:
- 60 (i) a reference to the provisions of this chapter;
- 61 (ii) an executed copy of the rental agreement, if the rental agreement is a written
- 62 agreement; and
- 63 (iii) a copy of any rules and regulations applicable to the residential rental unit.

63a **§→ (5) An owner's failure to comply with a requirement of Subsection (2), (3), or (4)**  
 63b **may not be used by the renter as a basis to excuse the renter's compliance with a rental**  
 63c **agreement. ←§**

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

65 **57-22-4.1. Failure to deliver possession of residential rental unit -- Renter's option**  
 66 **to terminate rental agreement -- Abatement of rent.**

67 (1) If an owner fails to deliver possession of a residential rental unit §→ [as] on the  
 67a **date ←§** provided in the  
 68 rental agreement:

- 69 (a) the renter may, by written notice to the owner, terminate the rental agreement; or
- 70 (b) if the renter chooses not to terminate the rental agreement, rent abates until the
- 71 owner delivers possession as provided in the rental agreement.

72 (2) If a renter terminates a rental agreement under Subsection (1)(a), the owner shall, as  
 73 promptly as reasonable, return to the renter all prepaid rent and any security deposit.

**Legislative Review Note**  
 as of 2-8-12 6:08 PM

**Office of Legislative Research and General Counsel**