

**Representative Gage Froerer** proposes the following substitute bill:

**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 of a residential rental unit to provide a written inventory of the unit's condition, allow the renter to document the unit's condition, or provide the renter a walkthrough inspection of the unit before entering a rental agreement;

▶ 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 on the date provided in the rental agreement.

**Money Appropriated in this Bill:**

None

**Other Special Clauses:**

None

**Utah Code Sections Affected:**



26 AMENDS:

27 **57-22-4**, as last amended by Laws of Utah 2010, Chapter 352

28 ENACTS:

29 **57-22-4.1**, Utah Code Annotated 1953



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

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

33 **57-22-4. Owner's duties.**

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

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

37 (b) shall:

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

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

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

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

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

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

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

50 (a) provide the prospective renter a written inventory of the condition of the residential  
51 rental unit ~~H→~~, excluding ordinary wear and tear ←H ;

52 (b) furnish the renter a form to document the condition of the residential rental unit and  
53 then allow the resident a reasonable time after the renter's occupancy of the residential rental  
54 unit to complete and return the form; or

55 (c) provide the prospective renter an opportunity to conduct a walkthrough inspection  
56 of the residential rental unit.

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

59 (a) disclose in writing to the renter:

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

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

63 (B) the name, address, and telephone number of any person authorized to act for and on  
 64 behalf of the owner for purposes of receiving notice under this chapter or performing the  
 65 owner's duties under this chapter or under the rental agreement, if the person authorized to  
 66 manage the residential rental unit does not have authority to receive notice under this chapter;  
 67 and

68 (b) provide the renter:

69 ~~Ĥ→ [(i) a reference to the provisions of this chapter;]~~

70 ~~[(ii)] (i) ←Ĥ~~ an executed copy of the rental agreement, if the rental agreement is a written  
 71 agreement; and

72 ~~Ĥ→ [(iii)] (ii) ←Ĥ~~ a copy of any rules and regulations applicable to the residential rental  
 72a unit.

73 (5) An owner's failure to comply with a requirement of Subsection (2), (3), or (4) may  
 74 not:

75 (a) be used by the renter as a basis to excuse the renter's compliance with a rental  
 76 agreement; or

77 (b) give rise to any cause of action against the owner.

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

79 **57-22-4.1. Failure to deliver possession of residential rental unit -- Renter's option**  
 80 **to terminate rental agreement -- Abatement of rent.**

81 (1) If an owner fails to deliver possession of a residential rental unit on the date  
 82 provided in the rental agreement:

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

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

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