

## SB0173S01 compared with SB0173

~~deleted text~~ shows text that was in SB0173 but was deleted in SB0173S01.

inserted text shows text that was not in SB0173 but was inserted into SB0173S01.

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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

## SB0173S01 compared with SB0173

rental unit ~~fast~~ 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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*Be it enacted by the Legislature of the state of Utah:*

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

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

- (1) To protect the physical health and safety of the ordinary renter, an owner:
  - (a) may not rent the premises unless they are safe, sanitary, and fit for human occupancy; and
  - (b) shall:
    - (i) maintain common areas of the residential rental unit in a sanitary and safe condition;
    - (ii) maintain electrical systems, plumbing, heating, and hot and cold water;
    - (iii) maintain any air conditioning system in an operable condition;
    - (iv) maintain other appliances and facilities as specifically contracted in the rental agreement; and
    - (v) for buildings containing more than two residential rental units, provide and maintain appropriate receptacles for garbage and other waste and arrange for its removal, except to the extent that the renter and owner otherwise agree.
- (2) Except as otherwise provided in the rental agreement, an owner shall provide the renter at least 24 hours prior notice of the owner's entry into the renter's residential rental unit.
- (3) Before an owner and a prospective renter enter into a rental agreement, the owner shall:
  - (a) provide the prospective renter a written inventory of the condition of the residential

## SB0173S01 compared with SB0173

rental unit:

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

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

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

(a) disclose in writing to the renter:

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

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

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

(b) provide the renter:

(i) a reference to the provisions of this chapter;

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

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

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

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

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

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

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

## SB0173S01 compared with SB0173

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

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

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

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

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### **Legislative Review Note**

~~as of 2-8-12 6:08 PM~~

~~Office of Legislative Research and General Counsel~~