

SB0147S01 compared with SB0147

~~deleted text~~ shows text that was in SB0147 but was deleted in SB0147S01.

inserted text shows text that was not in SB0147 but was inserted into SB0147S01.

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Senator Patricia W. Jones proposes the following substitute bill:

RESIDENTIAL RENTERS' DEPOSITS AMENDMENTS

2014 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Patricia W. Jones

House Sponsor: _____

LONG TITLE

General Description:

This bill modifies Title 57, Chapter 17, Residential Renters' Deposits.

Highlighted Provisions:

This bill:

- ▶ provides that ~~that~~ no later than 30 days after the day on which a renter vacates a rental property, the owner or the owner's agent shall return to the renter the balance of any deposit and the balance of any prepaid rent, and provide an itemized notice of any deductions;
- ▶ establishes a procedure by which a renter may:
 - notify the owner or the owner's agent of the owner or the owner's agent's failure to comply with the provisions of the preceding paragraph; and
 - provide the owner or the owner's agent a five-day opportunity to comply;

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- ▶ provides that if the owner or the owner's agent fails to comply within five days after the day on which a notice is served, the renter may recover the full deposit, the full amount of any prepaid rent, and a civil penalty ~~{equal to three times the amount of the renter's deposit if the owner in bad faith fails to timely:~~
 - ~~• return the renter's deposit; or~~
 - ~~• provide the renter an itemized list of each deduction the owner takes from the renter's deposit;}~~ of \$100; and
- ▶ provides that ~~{a renter may recover a civil penalty equal to three times the amount of the renter's prepaid rent if the owner in bad faith fails to timely return the prepaid rent; and~~
- ▶ ~~makes technical changes}~~ in an action to enforce compliance with the provisions of this bill, a court shall award the renter costs and attorney fees if:
 - the renter is the prevailing party; and
 - the court determines that the owner or the owner's agent acted in bad faith.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

57-17-3, as enacted by Laws of Utah 1981, Chapter 74

REPEALS AND REENACTS:

57-17-5, as enacted by Laws of Utah 1983, Chapter 208

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

Section 1. Section 57-17-3 is amended to read:

57-17-3. Deductions from deposit -- Written itemization -- Time for return.

(1) Upon termination of [~~the~~] a tenancy, the owner or the owner's agent may apply property or money held as a deposit [~~may be applied, at the owner's or designated agent's option, to~~] toward the payment of [~~accrued~~] rent, damages to the premises beyond reasonable wear and tear, other costs and fees provided for in the ~~{lease}~~ contract [~~and~~], or cleaning of the

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unit. [~~The balance of any deposit and prepaid rent, if any, and a written itemization of any deductions from the deposit, and reasons therefor, shall be delivered or mailed to the renter within 30 days after termination of the tenancy or within 15 days after receipt of the renter's new mailing address, whichever is later. The renter shall notify the owner or designated agent of the location where payment and notice may be made or mailed. If there is damage to the rented premises, this period shall be extended to 30 days.~~]

(2) ~~{Subject to Subsection (3), no}~~ No later than 30 days after the day on which a {tenancy terminates or no later than 15 days after} renter vacates and returns possession of a rental property to the ~~{ day on which an}~~ owner or the owner's agent ~~{ receives a renter's new mailing address, whichever is later}~~, the owner or the owner's agent shall deliver to the renter at the renter's last known address:

(a) ~~{ return}~~ the balance of any deposit ~~{ or}~~;

(b) the balance of any prepaid rent ~~{ to the renter}~~; and

~~{b}~~ c if the owner or the owner's agent made any deductions from the deposit ~~{, in accordance with Subsection (1), give the renter}~~ or prepaid rent, a written notice that itemizes and explains the reason for each deduction.

~~{(3) If there is damage to the rented premises}~~ (3) If an owner or the owner's agent fails to comply with the requirements described in Subsection (2), the renter may serve the owner or the owner's agent, in accordance with Section 78B-6-805, a notice that:

(a) states:

(i) the names of the parties to the rental agreement;

(ii) the day on which the renter vacated the rental property;

(iii) that the owner or the owner's agent has failed to comply with the requirements described in Subsection (2); and

(vi) the address where the owner or the owner's agent may send the items described in Subsection (2); and

(b) is substantially in the following form:

TENANT'S NOTICE TO PROVIDE DEPOSIT DISPOSITION

TO: (insert owner or owner's agent's name)

RE: (insert address of rental property)

NOTICE IS HEREBY GIVEN THAT WITHIN FIVE (5) CALENDAR DAYS

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pursuant to Utah Code Sections 57-17-3 et seq., the owner or the owner's agent must provide the tenant, at the address below, a refund of the balance of any security deposit, the balance of any prepaid rent, and a notice of any deductions from the security deposit or prepaid rent as allowed by law.

NOTICE IS FURTHER GIVEN that failure to comply with this notice will require the owner refund the entire security deposit, the full amount of any prepaid rent, and a penalty of \$100. If the entire security deposit, the full amount of any prepaid rent, and the penalty of \$100 is not tendered to the tenant, and the tenant is required to initiate litigation to enforce the provisions of the statute, the owner may be liable for the tenant's court costs and attorney fees.

Tenant's Name(s): _____

Mailing Address _____ City _____ State _____ Zip _____

This is a legal document. Please read and comply with the document's terms.

Dated this _____ day of _____, 20_____

Return of Service

On this _____ day of _____, 20_____ I swear and attest that I served this notice in compliance with Utah Code Sections 78B-6-805 et seq. by:

Delivering the notice to the owner or the owner's agent personally at the address provided in the lease agreement or to the owner's registered agent; or

Mailing the notice by registered or certified mail addressed to the owner or the owner's agent at the address provided in the lease agreement or to the owner's registered agent;
or

After finding no suitable person to serve, posting the notice at a conspicuous place at the address provided in the lease agreement.

The owner's address to which the service was effected is:

Address _____ City _____ State _____ Zip _____

_____ (server's signature)

Self-authentication Declaration

Pursuant to Utah Code Section 46-5-101, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed this _____ day of _____, 20_____

_____ (server's signature)

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(4) Within 5 days after the day on which the notice described in Subsection (3) is served, the owner or the owner's agent shall comply with the requirements described in ~~{Subsections (2)(a) and (b) no later than 30 days after the day on which a tenancy terminates or no later than 30 days after the day on which an owner or the owner's agent receives the renter's new mailing address, whichever is later.~~

~~———— (4) No later than 30 days after the day on which a tenancy terminates, the renter shall notify the owner or the owner's agent, in writing, of the address where the renter can receive payment and notices under this chapter.~~ Subsection (2).

Section 2. Section 57-17-5 is ~~{amended to read:~~

~~———— 57-17-5. Failure to give renter.~~ repealed and reenacted to read:

57-17-5. Failure to return deposit or prepaid rent or to give required notice --
Recovery of deposit, penalty, ~~{and costs.~~

~~———— (1) If {the} an owner of a residential unit or {his} the owner's agent in bad faith fails {within 30 days after termination of the tenancy or within 15 days after receipt of the renter's new mailing address, whichever is later, to provide the renter the notice required in Section 57-17-3} to timely return a renter's deposit in accordance with Subsection 57-17-3(2)(a), or fails to timely~~ costs, and attorney fees.

(1) If an owner or the owner's agent fails to comply with the requirements described in Subsection ~~{57-17-3}57-17-4~~ ~~{(2)4}{(b)}~~, the renter may ~~{recover the full deposit, a civil penalty [of \$100] equal to three times the amount of the full deposit, and court costs. [Receipt of new address must occur within 30 days of termination of tenancy.]~~

~~———— (2) If an owner of a residential unit~~ :

(a) recover from the owner:

(i) if the owner or the owner's agent {in bad faith fails} failed to timely return {a} the balance of the renter's deposit, the full deposit;

(ii) if the owner or the owner's agent failed to timely return the balance of the renter's prepaid rent, the full amount of the prepaid rent; and

(iii) a civil penalty of \$100; and

(b) file an action in district court to enforce compliance with the provisions of this section.

(2) If a renter files an action in accordance with Subsection (1)(b), the court shall

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award the renter costs and attorney fees if:

(a) the renter is the prevailing party; and

(b) the court determines that the owner or the owner's agent acted in bad faith.

(3) A renter is not entitled to relief under this section if the renter fails to serve a notice

in accordance with Subsection 57-17-3(~~2~~)(a), the renter may recover the full amount of prepaid rent, a civil penalty equal to three times the amount of prepaid rent, and court costs.

Legislative Review Note

as of 1-15-14 1:08 PM

Office of Legislative Research and General Counsel 3).

(4) This section does not preclude an owner or a renter from recovering other damages to which the owner or the renter is entitled.