

1 **RENTAL APPLICATION DISCLOSURE AMENDMENTS**

2 2017 GENERAL SESSION

3 STATE OF UTAH

4 **Chief Sponsor: Bruce R. Cutler**

5 Senate Sponsor: Todd Weiler

6 Cosponsor: Steve Eliason

8 **LONG TITLE**

9 **General Description:**

10 This bill amends and enacts provisions related to rental units.

11 **Highlighted Provisions:**

12 This bill:

13 ▶ requires an owner to make certain disclosures to an applicant for a rental unit before
14 the owner accepts a rental application from the applicant; and

15 ▶ prohibits an owner from charging an application fee or accepting a rental deposit
16 from an applicant before the owner makes the required disclosures.

17 **Money Appropriated in this Bill:**

18 None

19 **Other Special Clauses:**

20 None

21 **Utah Code Sections Affected:**

22 AMENDS:

23 **57-22-2**, as enacted by Laws of Utah 1990, Chapter 314

24 **57-22-4**, as last amended by Laws of Utah 2012, Chapter 98

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

27 Section 1. Section **57-22-2** is amended to read:

28 **57-22-2. Definitions.**

29 As used in this chapter:

30 (1) "Owner" means the owner, lessor, or sublessor of a residential rental unit. A
31 managing agent, leasing agent, or resident manager is considered an owner for purposes of
32 notice and other communication required or allowed under this chapter unless the agent or
33 manager specifies otherwise in writing in the rental agreement.

34 (2) "Rental agreement" means any agreement, written or oral, which establishes or
35 modifies the terms, conditions, rules, or any other provisions regarding the use and occupancy
36 of a residential rental unit.

37 (3) "Rental application" means an application required by an owner as a prerequisite to
38 the owner entering into a rental agreement for a residential rental unit.

39 ~~[(3)]~~ (4) "Renter" means any person entitled under a rental agreement to occupy a
40 residential rental unit to the exclusion of others.

41 ~~[(4)]~~ (5) "Residential rental unit" means a renter's principal place of residence and
42 includes the appurtenances, grounds, and facilities held out for the use of the residential renter
43 generally, and any other area or facility provided to the renter in the rental agreement. It does
44 not include facilities contained in a boarding or rooming house or similar facility, mobile home
45 lot, or recreational property rented on an occasional basis.

46 Section 2. Section **57-22-4** is amended to read:

47 **57-22-4. Owner's duties.**

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

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

51 (b) shall:

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

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

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

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

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

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

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

64 (a) provide the prospective renter a written inventory of the condition of the residential
65 rental unit, excluding ordinary wear and tear;

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

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

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

73 (a) disclose in writing to the renter:

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

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

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

- 82 (b) provide the renter:
- 83 (i) an executed copy of the rental agreement, if the rental agreement is a written
- 84 agreement; and
- 85 (ii) a copy of any rules and regulations applicable to the residential rental unit.
- 86 (5) (a) An owner shall disclose in writing to an applicant for a residential rental unit:
- 87 (i) if there is an anticipated availability in the residential rental unit; and
- 88 (ii) the criteria that the owner will review as a condition of accepting the applicant as a
- 89 tenant in the residential rental unit, including criteria related to the applicant's criminal history,
- 90 credit, income, employment, or rental history.
- 91 (b) An owner may not accept a rental application from an applicant, or charge an
- 92 applicant a rental application fee, before the owner complies with the disclosure requirement in
- 93 Subsection (5)(a).
- 94 [~~5~~] (6) An owner's failure to comply with a requirement of Subsection (2), (3), [~~or~~]
- 95 (4), or (5) may not:
- 96 (a) be used by the renter as a basis to excuse the renter's compliance with a rental
- 97 agreement; or
- 98 (b) give rise to any cause of action against the owner.