

HB0083S02 compared with HB0083S01

~~text~~ shows text that was in HB0083S01 but was deleted in HB0083S02.

Inserted text shows text that was not in HB0083S01 but was inserted into HB0083S02.

DISCLAIMER: This document is provided to assist you in your comparison of the two bills. Sometimes this automated comparison will NOT be completely accurate. Therefore, you need to read the actual bills. This automatically generated document could contain inaccuracies caused by: limitations of the compare program; bad input data; or other causes.

Representative Bruce R. Cutler proposes the following substitute bill:

RENTAL APPLICATION DISCLOSURE AMENDMENTS

2017 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Bruce R. Cutler

Senate Sponsor: Todd Weiler

LONG TITLE

General Description:

This bill amends and enacts provisions related to rental units.

Highlighted Provisions:

This bill:

- ▶ requires an owner to make certain disclosures to an applicant for a rental unit before the owner accepts a rental application from the applicant; and
- ▶ prohibits an owner from charging an application fee or accepting a rental deposit from an applicant before the owner makes the required disclosures.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

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Utah Code Sections Affected:

AMENDS:

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

~~{ENACTS:~~

~~†~~ 57-22-4~~{-2}~~, as last amended by Laws of Utah ~~{Code Annotated 1953}~~ 2012, Chapter
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Be it enacted by the Legislature of the state of Utah:

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

57-22-2. Definitions.

As used in this chapter:

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

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

~~{~~ ~~(3) "Rental applicant" means an individual who submits a rental application.~~

~~†~~ ~~(4)3~~ (3) "Rental application" means an application required by an owner as a prerequisite to the owner entering into a rental agreement for a residential rental unit.

~~[(3)]~~ ~~(5)4~~ "Renter" means any person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.

~~[(4)]~~ ~~(6)5~~ "Residential rental unit" means a renter's principal place of residence and includes the appurtenances, grounds, and facilities held out for the use of the residential renter generally, and any other area or facility provided to the renter in the rental agreement. It does not include facilities contained in a boarding or rooming house or similar facility, mobile home lot, or recreational property rented on an occasional basis.

Section 2. 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:

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(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 rental unit, excluding ordinary wear and tear;

(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

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manage the residential rental unit does not have authority to receive notice under this chapter;
and

(b) provide the renter:

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

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

(5) (a) An owner shall disclose in writing to an applicant for a residential rental unit:

(i) if there is an anticipated availability in the residential rental unit; and

(ii) the criteria that the owner will review as a condition of accepting the applicant as a tenant in the residential rental unit, including criteria related to the applicant's criminal history, credit, income, employment, or rental history.

(b) An owner may not accept a rental application from an applicant, or charge an applicant a rental application fee, before the owner complies with the disclosure requirement in Subsection (5)(a).

~~(5)~~ (6) An owner's failure to comply with a requirement of Subsection (2), (3), ~~(4)~~, or ~~(4)~~(5) 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 ~~57-22-4.2~~ is enacted to read:

~~57-22-4.2. Owner disclosure before accepting a rental application --- Owner may not charge an application fee or accept a rental deposit before making disclosure.~~

~~(1) An owner shall disclose in writing to a rental applicant if the owner would deny, in every case, a rental application solely because the rental applicant fails to meet any objective minimum criteria required by the owner in order for the owner to rent the unit to any rental applicant.~~

~~(2) An owner may not accept from a rental applicant a rental application or a rental deposit, or charge a rental applicant an application fee, before the owner complies with the disclosure requirement described in Subsection (1).~~

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