

PROPERTY OWNERS AMENDMENTS

2019 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Elizabeth Weight

Senate Sponsor: _____

LONG TITLE

General Description:

This bill amends provisions related to rental property and prohibits certain restrictions on a resident.

Highlighted Provisions:

This bill:

- ▶ amends an owner's duty to a renter, including in the case of domestic abuse;
- ▶ renames Title 57, Chapter 24, Display of Flag, to Residential Property Management

Restrictions;

- ▶ prohibits a residential property management authority from prohibiting:
 - the display of certain objects, signs, and symbols; and
 - the lawful possession of a firearm for personal defense; and
- ▶ makes technical and conforming changes.

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 2017, Chapter 19

57-22-5.1, as last amended by Laws of Utah 2018, Chapter 255



28 ENACTS:

29 **57-24-103**, 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~~] the premises are safe, sanitary, and fit for
36 human 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, including Internet connection speeds, as
42 specifically contracted in the rental 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~~] the waste's
45 removal, 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, excluding ordinary wear and tear;

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

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

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

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

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

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

80 (6) (a) An owner's failure to comply with a requirement of Subsection (2), (3), (4), or
81 (5) may not~~[-(a)]~~ be used by the renter as a basis to excuse the renter's compliance with a rental
82 agreement~~[-or]~~.

83 ~~[(b) give rise to any cause of action against the owner.]~~

84 (b) An owner who fails to comply with a requirement of Subsection (2), (3), (4), or (5)
85 shall pay the renter the greater of:

86 (i) an amount equal to any security deposit charged to the renter; or

87 (ii) one month's rent.

88 Section 2. Section 57-22-5.1 is amended to read:

89 **57-22-5.1. Crime victim's right to new locks -- Domestic violence victim's right to**

90 **terminate rental agreement -- Limits an owner relating to assistance from public safety**
91 **agency.**

92 (1) As used in this section:

93 (a) "Crime victim" means a victim of:

94 (i) domestic violence, as defined in Section 77-36-1;

95 (ii) stalking, as defined in Section 76-5-106.5;

96 (iii) a crime under Title 76, Chapter 5, Part 4, Sexual Offenses;

97 (iv) burglary or aggravated burglary under Section 76-6-202 or 76-6-203; or

98 (v) dating violence, as defined in Section 78B-7-402.

99 (b) "Public safety agency" means a governmental entity that provides fire protection,
100 law enforcement, ambulance, medical, or similar service.

101 (2) An acceptable form of documentation of an act listed in Subsection (1) is:

102 (a) a protective order protecting the renter issued pursuant to Title 78B, Chapter 7, Part
103 1, Cohabitant Abuse Act, subsequent to a hearing of which the petitioner and respondent have
104 been given notice under Title 78B, Chapter 7, Part 1, Cohabitant Abuse Act; or

105 (b) a copy of a police report documenting an act listed in Subsection (1).

106 (3) (a) A renter who is a crime victim may require the renter's owner to pay for and
107 install a new lock, at the owner's expense, to the renter's residential rental unit if the renter~~[-(i)]~~
108 provides the owner with an acceptable form of documentation of an act listed in Subsection
109 (1)~~[-and]~~.

110 ~~[(ii) pays for the cost of installing the new lock.]~~

111 (b) An owner may comply with Subsection (3)(a) by:

112 (i) rekeying the lock if the lock is in good working condition; or

113 (ii) changing the entire locking mechanism with a locking mechanism of equal or
114 greater quality than the lock being replaced.

115 (c) An owner who installs a new lock under Subsection (3)(a) may retain a copy of the
116 key that opens the new lock.

117 (d) Notwithstanding any rental agreement, an owner who installs a new lock under
118 Subsection (3)(a) shall refuse to provide a copy of the key that opens the new lock to the
119 perpetrator of the act listed in Subsection (1).

120 (e) Notwithstanding Section 78B-6-814, if an owner refuses to provide a copy of the

121 key under Subsection (3)(d) to a perpetrator who is not barred from the residential rental unit
122 by a protective order but is a renter on the rental agreement, the perpetrator may file a petition
123 with a court of competent jurisdiction within 30 days to:

124 (i) establish whether the perpetrator should be given a key and allowed access to the
125 residential rental unit; or

126 (ii) whether the perpetrator should be relieved of further liability under the rental
127 agreement because of the owner's exclusion of the perpetrator from the residential rental unit.

128 (f) Notwithstanding Subsection (3)(e)(ii), a perpetrator may not be relieved of further
129 liability under the rental agreement if the perpetrator is found by the court to have committed
130 the act upon which the landlord's exclusion of the perpetrator is based.

131 (4) A renter who is a victim of domestic violence, as defined in Section 77-36-1, may
132 terminate a rental agreement if the renter:

133 (a) is in compliance with:

134 (i) all provisions of Section 57-22-5; and

135 (ii) all obligations under the rental agreement;

136 (b) provides the owner:

137 (i) written notice of termination; and

138 (ii) a protective order protecting the renter from a domestic violence perpetrator or a
139 copy of a police report documenting that the renter is a victim of domestic violence and did not
140 participate in the violence; and

141 (c) no later than the ~~[date that]~~ day on which the renter provides a notice of termination
142 under Subsection (4)(b)(i), pays the owner ~~[the equivalent of 45 days' rent for the period~~
143 ~~beginning on the date that the renter provides the notice of termination.]~~ any outstanding rent,
144 prorated if necessary, due on that day.

145 (5) An owner may not:

146 (a) impose a restriction on a renter's ability to request assistance from a public safety
147 agency; or

148 (b) penalize or evict a renter because the renter makes reasonable requests for
149 assistance from a public safety agency.

150 Section 3. Section 57-24-103 is enacted to read:

151 **CHAPTER 24. RESIDENTIAL PROPERTY MANAGEMENT RESTRICTIONS**

152 **57-24-103. Restriction on certain prohibitions.**

153 (1) A residential property management authority may not prohibit a resident from:

154 (a) displaying a political sign or symbol;

155 (b) displaying an object, sign, or symbol of religious significance; or

156 (c) the lawful possession of a firearm for personal defense.

157 (2) In any action to enforce this section, the court shall award the prevailing party costs
158 and reasonable attorney fees.

159 (3) This section applies to a contract or agreement entered into on or after May 14,

160 2019.