

Representative Marsha Judkins proposes the following substitute bill:

RENTER EXPENSES DISCLOSURE REQUIREMENTS

2020 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Marsha Judkins

Senate Sponsor: Todd Weiler

LONG TITLE

General Description:

This bill amends an owner's duties under the Utah Fit Premises Act.

Highlighted Provisions:

This bill:

- ▶ requires an owner of a residential rental unit to make expense-related disclosures to a potential renter before accepting or an application fee or any other payment;

- ▶ prohibits an owner from charging a renter under a rental agreement a fee, tax, assessment, or other cost that is not disclosed in the rental agreement, except under certain conditions;

- ▶ permits a prospective renter to seek reimbursement from an owner under certain conditions; and

- ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:



26 57-22-4, as last amended by Laws of Utah 2017, Chapter 19

27

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

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

30 **57-22-4. Owner's duties.**

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

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

34 (b) shall:

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

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

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

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

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

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

45 (3) Before an owner accepts an application fee or any other payment from a
46 prospective renter, the owner shall disclose in writing to the prospective renter:

47 (a) each monthly, incidental, or end of lease fee, tax, assessment, or other cost that the
48 prospective renter will be obligated to pay under the rental agreement as the fee, tax,
49 assessment, or other cost appears in the rental agreement;

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

51 (c) the criteria that the owner will review as a condition of accepting the prospective
52 renter as a renter in the residential rental unit, including criteria related to the prospective
53 renter's criminal history, credit, income, employment, or rental history.

54 (4) (a) A prospective renter may make a written demand to an owner requesting the
55 return of money the prospective renter paid to the owner in relation to the rental of a rental unit,
56 if:

57 (i) the owner fails to provide a disclosure to the prospective renter as required under
58 Subsection (3)(a);

59 (ii) the prospective renter pays money to the owner that the owner charged in violation
60 of Subsection (3)(a);

61 (iii) the prospective renter and the owner do not enter into a rental agreement; and

62 (iv) the written demand:

63 (A) is delivered to the owner within ~~15~~ **30** days after the day on which the
63a prospective

64 renter pays the money described in Subsection (4)(a)(ii);

65 (B) references each fee, tax, assessment, or other cost that the prospective renter
66 alleges the owner charged in violation of Subsection (3)(a); and

67 (C) requests the return of the money the prospective renter paid the owner as described
68 in Subsection (4)(a)(ii).

69 (b) An owner who receives a written demand as described in Subsection (4)(a) shall
70 refund the money described in Subsection (4)(a)(ii) within seven days after the day on which
71 the owner receives the written demand.

72 (5) An owner may not charge a renter under a rental agreement a fee, tax, assessment,
73 or other cost that is not included in the rental agreement, unless:

74 (a) the tenancy is month to month; and

75 (b) the owner provides the renter a 15-day notice of the charge.

76 (6) Before an owner and a prospective renter enter into a rental agreement, the owner
77 shall:

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

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

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

85 ~~(4)~~ (7) At or before the commencement of the rental term under a rental agreement,
86 an owner shall:

87 (a) disclose in writing to the renter:

88 (i) the owner's name, address, and telephone number; or
89 (ii) (A) the name, address, and telephone number of any person authorized to manage
90 the residential rental unit; or
91 (B) the name, address, and telephone number of any person authorized to act for and on
92 behalf of the owner for purposes of receiving notice under this chapter or performing the
93 owner's duties under this chapter or under the rental agreement, if the person authorized to
94 manage the residential rental unit does not have authority to receive notice under this chapter;
95 and
96 (b) provide the renter:
97 (i) an executed copy of the rental agreement, if the rental agreement is a written
98 agreement; and
99 (ii) a copy of any rules and regulations applicable to the residential rental unit.
100 [~~(5) (a) An owner shall disclose in writing to an applicant for a residential rental unit:]~~
101 [~~(i) if there is an anticipated availability in the residential rental unit, and]~~
102 [~~(ii) the criteria that the owner will review as a condition of accepting the applicant as a~~
103 ~~tenant in the residential rental unit, including criteria related to the applicant's criminal history,~~
104 ~~credit, income, employment, or rental history.]~~
105 [~~(b) An owner may not accept a rental application from an applicant, or charge an~~
106 ~~applicant a rental application fee, before the owner complies with the disclosure requirement in~~
107 ~~Subsection (5)(a).]~~
108 (8) Nothing in this section prohibits any fee, fine, assessment, or cost that is allowed by
109 law.
110 [~~(6) An~~] (9) A renter may not use an owner's failure to comply with a requirement of
111 Subsection (2), (3), [~~(4), or (5) may not: (a) be used by the renter~~] (5), (6), or (7) as a basis:
112 (a) to excuse the renter's compliance with a rental agreement; or
113 [~~(b) give rise to any]~~
114 (b) to bring a cause of action against the owner.