

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 an application or an application fee;

▶ 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 renter to seek a remedy for a deficient condition if the owner fails to make a required disclosure or charges a renter a fee, tax, assessment, or other cost not included in the rental agreement; and

▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:



26 AMENDS:

27 **57-22-4**, as last amended by Laws of Utah 2017, Chapter 19



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

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

31 **57-22-4. Owner's duties.**

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

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

34 occupancy; and

35 (b) shall:

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

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

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

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

40 agreement; and

41 (v) for buildings containing more than two residential rental units, provide and

42 maintain appropriate receptacles for garbage and other waste and arrange for its removal,

43 except to the extent that the renter and owner otherwise agree.

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

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

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

50 (i) as the fee, tax, assessment, or other cost is written in the rental agreement; and

51 (ii) including:

52 (A) rent;

53 (B) a deposit;

54 (C) an application;

55 (D) reserving the residential unit for the person for a period of time;

56 (E) moving into the residential rental unit;

- 57 (F) signing the rental agreement;
- 58 (G) a pet in the residential rental unit;
- 59 (H) a returned check;
- 60 (I) a partial or late payment;
- 61 (J) a month-to-month transaction;
- 62 (K) eviction;
- 63 (L) insurance;
- 64 (M) security;
- 65 (N) parking;
- 66 (O) a government service, including police, fire, or snow removal;
- 67 (P) delivery;
- 68 (Q) an amenity, including valet, gym access, or a common area;
- 69 (R) Internet;
- 70 (S) garbage;
- 71 (T) a violation of the rental agreement;
- 72 (U) taxes;
- 73 (V) a mandatory expense;
- 74 (W) a utility, including gas, water, or sewer;
- 75 (X) an inspection; or
- 76 (Y) anything else for which a cost, fee, fine, or assessment is not specifically prohibited
- 77 by law;
- 78 (b) if there is an anticipated availability in the residential rental unit; and
- 79 (c) the criteria that the owner will review as a condition of accepting the prospective
- 80 renter as a renter in the residential rental unit, including criteria related to the prospective
- 81 renter's criminal history, credit, income, employment, or rental history.
- 82 (4) (a) A prospective renter may make a written demand to an owner requesting the
- 83 return of money the prospective renter paid to the owner in relation to the rental of a rental unit,
- 84 if:
- 85 (i) the owner fails to provide a disclosure to the prospective renter as required under
- 86 Subsection (3)(a);
- 87 (ii) the prospective renter pays money to the owner that the owner charged in violation

88 of Subsection (3)(a);

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

90 (iv) the written demand:

91 (A) is delivered to the owner within 30 days after the day on which the prospective

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

93 (B) references each fee, tax, assessment, or other cost that the prospective renter

94 alleges the owner charged in violation of Subsection (3)(a); and

95 (C) requests the return of the money the prospective renter paid the owner as described

96 in Subsection (4)(a)(ii).

97 (b) An owner who receives a written demand as described in Subsection (4)(a) shall

98 refund the money described in Subsection (4)(a)(ii) within seven days after the day on which

99 the owner receives the written demand.

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

102 (i) the tenancy is month to month; and

103 (ii) the owner provides the renter a 15-day notice of the charge.

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

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

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

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

113 ~~[(4)]~~ (7) At or before the commencement of the rental term under a rental agreement,
114 an owner shall:

115 (a) disclose in writing to the renter:

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

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

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

124 (b) provide the renter:

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

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

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

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

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

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

136 (8) Nothing in this section prohibits any fee, fine, assessment, or cost that is allowed by
 137 law.

138 [~~(6) An~~] (9) (a) A renter may not use an owner's failure to comply with a requirement
 139 of Subsection (2), (3), [~~(4), or (5) may not: (a) be used by the renter~~] (5), (6), or (7) as a basis;

140 (i) to excuse the renter's compliance with a rental agreement; or

141 [~~(b) give rise to any~~]

142 (ii) to bring a cause of action against the owner.

143 (b) If an owner violates Subsection (3) or (5), the renter may seek a remedy for a
 144 deficient condition of a residential rental unit under Section [57-22-6](#).