

26 **Utah Code Sections Affected:**

27 AMENDS:

28 57-22-4, as last amended by Laws of Utah 2017, Chapter 19



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

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

32 **57-22-4. Owner's duties.**

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

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

36 (b) shall:

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

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

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

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

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

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

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

49 (i) a good faith estimate of:

50 (A) the rent amount; and

51 (B) the amount of each ~~H~~→ **fixed**, ~~←H~~ non-rent ~~H~~→ **[related]** ~~←H~~ expense that is part of
51a the rental agreement;

51b ~~H~~→ **(ii) the type of each use-based, non-rent expense that is part of the rental**
51c **agreement;** ~~←H~~

52 ~~H~~→ **[(ii)] (iii)** ~~←H~~ the day on which the residential rental unit is scheduled to be available;

53 ~~H~~→ **[(iii)] (iv)** ~~←H~~ the criteria that the owner [will consider in determining the prospective
53a renter's

54 eligibility as a renter in the residential rental unit, including criteria related to the prospective
55 renter's criminal history, credit, income, employment, or rental history; and

56 ~~H~~→ **[(iv)] (v)** ~~←H~~ the requirements and process for the prospective renter to recover money
56a the

57 prospective renter pays in relation to the residential rental unit, as described in Subsection (4).

58 (b) An owner may satisfy the written disclosure requirement described in Subsection
 59 (3)(a)(i) through a rental application, deposit agreement, or written summary.

60 (4) (a) A prospective renter may make a written demand to the owner of a residential
 61 rental unit requesting the return of money the prospective renter paid in relation to the rental of
 62 the residential rental unit, if:

63 (i) ~~H~~→ (A) ←~~H~~ an amount the owner provides in the good-faith estimate described in
 63a Subsection (3)

64 is different than the amount in the rental agreement; ~~H~~→ or

64a (B) the rental agreement includes a type of use-based, non-rent expense that was not
 64b disclosed under Subsection (3); ←~~H~~ and

65 (ii) the prospective renter:

66 (A) makes the written demand within five business days after the day on which the
 67 prospective renter receives the rental agreement; and

68 (B) at the time the prospective renter makes the written demand, has not signed the
 69 rental agreement or taken possession of the residential rental unit.

70 (b) If a prospective renter makes a written demand in accordance with Subsection
 71 (4)(a), the owner shall return all money the prospective renter paid the owner within five
 72 business days after the day on which the owner receives the written demand.

73 (5) An owner may not charge a renter:

74 (a) a late fee that exceeds the greater of:

75 (i) 10% of the rent agreed to in the rental agreement; or

76 (ii) \$75; or

77 (b) a fee, fine, assessment, interest, or other cost:

78 (i) in an amount greater than the amount agreed to in the rental agreement; or

79 (ii) that is not included in the rental agreement, unless:

80 (A) the rental agreement is on a month-to-month basis; and

81 (B) the owner provides the renter a 15-day notice of the charge.

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

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

86 (b) furnish the renter a form to document the condition of the residential rental unit and
 87 then allow the resident a reasonable time after the renter's occupancy of the residential rental