

1                   **RENTAL EXPENSES DISCLOSURE REQUIREMENTS**

2                                   2021 GENERAL SESSION

3                                   STATE OF UTAH

4                   **Chief Sponsor: Marsha Judkins**

5                   Senate Sponsor: Todd D. Weiler

6	Cosponsors:	Dan N. Johnson	Raymond P. Ward
7	Cheryl K. Acton	Brian S. King	Elizabeth Weight
8	Joel K. Briscoe	Rosemary T. Lesser	Mark A. Wheatley
9	Clare Collard	Michael J. Petersen	Mike Winder
10	Jennifer Dailey-Provost	Andrew Stoddard	
11	Craig Hall	Norman K. Thurston	
12	Suzanne Harrison	Steve Waldrip	

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14   **LONG TITLE**

15   **General Description:**

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

17   **Highlighted Provisions:**

18           This bill:

- 19           ▶ requires an owner of a residential rental unit to make certain disclosures to a
- 20 potential renter before accepting an application fee or any other payment;
- 21           ▶ prohibits an owner from charging a renter under a rental agreement a fee, tax,
- 22 assessment, interest, or other cost:
  - 23           • that is not disclosed in the rental agreement, except under certain conditions; or
  - 24           • in an amount greater than agreed to in the rental agreement;
- 25           ▶ permits a prospective renter to seek reimbursement from an owner under certain
- 26 conditions;
- 27           ▶ prohibits an owner from charging a late fee that exceeds a certain amount; and
- 28           ▶ makes technical and conforming changes.

29 **Money Appropriated in this Bill:**

30 None

31 **Other Special Clauses:**

32 None

33 **Utah Code Sections Affected:**

34 AMENDS:

35 **57-22-4**, as last amended by Laws of Utah 2017, Chapter 19



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

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

39 **57-22-4. Owner's duties.**

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

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

43 (b) shall:

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

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

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

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

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

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

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

56 (i) a good faith estimate of:

57           (A) the rent amount; and  
58           (B) the amount of each fixed, non-rent expense that is part of the rental agreement;  
59           (ii) the type of each use-based, non-rent expense that is part of the rental agreement;  
60           (iii) the day on which the residential rental unit is scheduled to be available;  
61           (iv) the criteria that the owner will consider in determining the prospective renter's  
62 eligibility as a renter in the residential rental unit, including criteria related to the prospective  
63 renter's criminal history, credit, income, employment, or rental history; and

64           (v) the requirements and process for the prospective renter to recover money the  
65 prospective renter pays in relation to the residential rental unit, as described in Subsection (4).

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

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

71           (i) (A) an amount the owner provides in the good-faith estimate described in  
72 Subsection (3) is different than the amount in the rental agreement; or

73           (B) the rental agreement includes a type of use-based, non-rent expense that was not  
74 disclosed under Subsection (3); and

75           (ii) the prospective renter:

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

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

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

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

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

- 85            (i) 10% of the rent agreed to in the rental agreement; or
- 86            (ii) \$75; or
- 87            (b) a fee, fine, assessment, interest, or other cost:
- 88            (i) in an amount greater than the amount agreed to in the rental agreement; or
- 89            (ii) that is not included in the rental agreement, unless:
- 90            (A) the rental agreement is on a month-to-month basis; and
- 91            (B) the owner provides the renter a 15-day notice of the charge.

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

- 94            (a) provide the prospective renter a written inventory of the condition of the residential
- 95 rental unit, excluding ordinary wear and tear;
- 96            (b) furnish the renter a form to document the condition of the residential rental unit and
- 97 then allow the resident a reasonable time after the renter's occupancy of the residential rental
- 98 unit to complete and return the form; or
- 99            (c) provide the prospective renter an opportunity to conduct a walkthrough inspection
- 100 of the residential rental unit.

101            [~~(4)~~] (7) At or before the commencement of the rental term under a rental agreement,  
102 an owner shall:

- 103            (a) disclose in writing to the renter:
- 104            (i) the owner's name, address, and telephone number; or
- 105            (ii) (A) the name, address, and telephone number of any person authorized to manage
- 106 the residential rental unit; or
- 107            (B) the name, address, and telephone number of any person authorized to act for and on
- 108 behalf of the owner for purposes of receiving notice under this chapter or performing the
- 109 owner's duties under this chapter or under the rental agreement, if the person authorized to
- 110 manage the residential rental unit does not have authority to receive notice under this chapter;
- 111 and
- 112            (b) provide the renter:

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

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

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

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

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

121 [~~(b) An owner may not accept a rental application from an applicant, or charge an~~  
122 ~~applicant a rental application fee, before the owner complies with the disclosure requirement in~~  
123 ~~Subsection (5)(a):]~~

124 (8) Nothing in this section prohibits any fee, fine, assessment, interest, or cost that is  
125 allowed by law or stated in the rental agreement.

126 [~~(6) An~~

127 (9) A renter may not use an owner's failure to comply with a requirement of Subsection  
128 (2), (3), (4), [or (5) may not: (a) be used by the renter] (5), (6), or (7) as a basis:

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

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

131 (b) to bring a cause of action against the owner.