

UTAH FIT PREMISES ACT AMENDMENTS

2022 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Gay Lynn Bennion

Senate Sponsor: _____

LONG TITLE

General Description:

This bill amends the duties of an owner and renter under the Utah Fit Premises Act.

Highlighted Provisions:

This bill:

▶ amends provisions regarding an owner's entry into a renter's residential rental unit;

and

▶ amends provisions regarding a renter's duties.

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 2021, Chapter 98

57-22-5, as last amended by Laws of Utah 2010, Chapter 352

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

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

57-22-4. Owner's duties.

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



- 28 (a) may not rent the premises unless they are safe, sanitary, and fit for human
- 29 occupancy; and
- 30 (b) shall:
 - 31 (i) maintain common areas of the residential rental unit in a sanitary and safe condition;
 - 32 (ii) maintain electrical systems, plumbing, heating, and hot and cold water;
 - 33 (iii) maintain any air conditioning system in an operable condition;
 - 34 (iv) maintain other appliances and facilities as specifically contracted in the rental
 - 35 agreement; and
 - 36 (v) for buildings containing more than two residential rental units, provide and
 - 37 maintain appropriate receptacles for garbage and other waste and arrange for its removal,
 - 38 except to the extent that the renter and owner otherwise agree.
- 39 (2) (a) [Except as otherwise provided in the rental agreement, an] For a rental
- 40 agreement entered into before May 4, 2022, an owner shall provide the renter at least 24 hours
- 41 prior notice of the owner's entry into the renter's residential rental unit, except as otherwise
- 42 provided in the rental agreement.
- 43 (b) For a rental agreement entered into on or after May 4, 2022, an owner shall provide
- 44 the renter at least 24 hours prior notice of the owner's entry into the renter's residential rental
- 45 unit, unless:
 - 46 (i) the owner receives express permission from the renter for the particular entry;
 - 47 (ii) there exists an emergency that poses an immediate risk of bodily injury or damage
 - 48 to property, including a gas leak, water leak, fire, flood, or natural disaster;
 - 49 (iii) the renter abandons the premises as described in Section [78B-6-815](#); or
 - 50 (iv) a court of competent jurisdiction grants the owner access.
- 51 (3) (a) Before an owner accepts an application fee or any other payment from a
- 52 prospective renter, the owner shall disclose in writing to the prospective renter:
 - 53 (i) a good faith estimate of:
 - 54 (A) the rent amount; and
 - 55 (B) the amount of each fixed, non-rent expense that is part of the rental agreement;
 - 56 (ii) the type of each use-based, non-rent expense that is part of the rental agreement;
 - 57 (iii) the day on which the residential rental unit is scheduled to be available;
 - 58 (iv) the criteria that the owner will consider in determining the prospective renter's

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

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

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

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

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

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

72 (ii) the prospective renter:

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

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

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

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

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

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

83 (ii) \$75; or

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

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

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

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

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

89 (6) Before an owner and a prospective renter enter into a rental agreement, the owner

90 shall:

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

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

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

98 (7) At or before the commencement of the rental term under a rental agreement, an
99 owner shall:

100 (a) disclose in writing to the renter:

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

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

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

109 (b) provide the renter:

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

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

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

115 (9) A renter may not use an owner's failure to comply with a requirement of Subsection
116 (2), (3), (4), (5), (6), or (7) as a basis:

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

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

119 Section 2. Section 57-22-5 is amended to read:

120 **57-22-5. Renter's duties -- Cleanliness and sanitation -- Compliance with written**

121 **agreement -- Destruction of property, interference with peaceful enjoyment prohibited.**

122 (1) Each renter shall:

123 (a) comply with the rules of the board of health having jurisdiction in the area in which
124 the residential rental unit is located which materially affect physical health and safety;

125 (b) maintain the premises occupied in a clean and safe condition and shall not
126 unreasonably burden any common area;

127 (c) dispose of all garbage and other waste in a clean and safe manner;

128 (d) maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;

129 (e) use all electrical, plumbing, sanitary, heating, and other facilities and appliances in
130 a reasonable manner;

131 (f) occupy the residential rental unit in the manner for which it was designed, but the
132 renter may not increase the number of occupants above that specified in the rental agreement
133 without written permission of the owner;

134 (g) be current on all payments required by the rental agreement; and

135 (h) comply with each rule, regulation, or requirement of the rental agreement, including
136 any prohibition on, or the allowance of, smoking tobacco products within the residential rental
137 unit, or on the premises, or both.

138 (2) A renter may not:

139 (a) intentionally or negligently destroy, deface, damage, impair, or remove any part of
140 the residential rental unit or knowingly permit any person to do so;

141 (b) interfere with the peaceful enjoyment of the residential rental unit of another renter;
142 or

143 (c) unreasonably deny access to, refuse entry to, or withhold consent to enter the
144 residential rental unit to the owner, agent, or manager for the purpose of:

145 (i) making [repairs] a necessary or agreed upon repair, alteration, or improvement to
146 the unit[-];

147 (ii) decorating the unit;

148 (iii) supplying a necessary or agreed upon service; or

149 (iv) exhibiting the unit to a prospective or actual purchaser, mortgagee, tenant, worker,
150 contractor, or other person with a bona fide interest in inspecting the unit.