

HB0314S01 compared with HB0314

~~{deleted text}~~ shows text that was in HB0314 but was deleted in HB0314S01.

inserted text shows text that was not in HB0314 but was inserted into HB0314S01.

DISCLAIMER: This document is provided to assist you in your comparison of the two bills. Sometimes this automated comparison will NOT be completely accurate. Therefore, you need to read the actual bills. This automatically generated document could contain inaccuracies caused by: limitations of the compare program; bad input data; or other causes.

Representative Marsha Judkins proposes the following substitute bill:

REMEDIES FOR VICTIMS OF DOMESTIC VIOLENCE

AMENDMENTS

2023 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Marsha Judkins

Senate Sponsor: _____

LONG TITLE

General Description:

This bill amends provisions related to victims of domestic violence.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ amends the requirements for terminating a rental agreement when a renter is a victim of domestic violence;~~{~~
→ ~~allows for expungement of an eviction due to domestic violence;}~~ and
- ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

HB0314S01 compared with HB0314

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

57-22-5.1, as last amended by Laws of Utah 2020, Chapter 142

57-22-7, as last amended by Laws of Utah 2012, Chapter 289

~~{ **78B-6-850**, as enacted by Laws of Utah 2022, Chapter 372~~

~~**78B-6-853**, as enacted by Laws of Utah 2022, Chapter 372~~

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

Section 1. Section **57-22-5.1** is amended to read:

57-22-5.1. Crime victim's right to new locks -- Domestic violence victim's right to terminate rental agreement -- Limits an owner relating to assistance from public safety agency.

(1) As used in this section:

(a) (i) ~~{Except}~~ "Court order" means, except as provided in Subsection (1)(~~fb~~a)(ii)~~};~~
"court order" means:

(A) a civil protective order, as defined in Section 78B-7-102;

(B) a civil stalking injunction, as defined in Section 78B-7-102;

(C) a criminal protective order, as defined in Section 78B-7-102; or

(D) a criminal stalking injunction, as defined in Section 78B-7-102.

(ii) "Court order" does not include:

(A) an ex parte civil protective order, as defined in Section 78B-7-102; or

(B) an ex parte civil stalking injunction, as defined in Section 78B-7-102, for which a hearing is requested.

~~[(a)]~~ (b) "Crime victim" means a victim of:

(i) domestic violence, as defined in Section 77-36-1;

(ii) stalking, as defined in Section 76-5-106.5;

(iii) a crime under Title 76, Chapter 5, Part 4, Sexual Offenses;

(iv) burglary or aggravated burglary under Section 76-6-202 or 76-6-203; or

HB0314S01 compared with HB0314

(v) dating violence, as defined in Section 78B-7-102.

(c) "Domestic violence" means the same as that term is defined in Section 77-36-1.

(d) "Financial obligation" means any rent, fees, damages, or other costs owed by a renter.

(e) (i) "Future obligations" means a renter's obligations under the rental agreement after the date on which the renter vacates the residential rental unit in accordance with Subsection (6).

(ii) "Future obligations" includes:

(A) the payment of rent and fees for the residential rental unit; and

(B) the right to occupy the residential rental unit.

~~(b)~~ ~~(d)~~ ~~(f)~~ "Public safety agency" means a governmental entity that provides fire protection, law enforcement, ambulance, medical, or similar service.

~~(e)~~ ~~(g)~~ "Victim of domestic violence" means the same as the term "victim" in Section 77-36-1.

~~(f)~~ ~~(h)~~ "Termination fee" means the equivalent of ~~{30 days}~~ one month of rent under the rental agreement.

(2) An acceptable form of documentation of an act listed in Subsection (1) is:

(a) a protective order protecting the renter issued pursuant to Title 78B, Chapter 7, Part 6, Cohabitant Abuse Protective Orders, subsequent to a hearing of which the petitioner and respondent have been given notice under Title 78B, Chapter 7, Part 6, Cohabitant Abuse Protective Orders; or

(b) a copy of a police report documenting an act listed in Subsection (1).

(3) (a) A renter who is a crime victim may require the renter's owner to install a new lock to the renter's residential rental unit if the renter:

(i) provides the owner with an acceptable form of documentation of an act listed in Subsection (1); and

(ii) pays for the cost of installing the new lock.

(b) An owner may comply with Subsection (3)(a) by:

(i) rekeying the lock if the lock is in good working condition; or

(ii) changing the entire locking mechanism with a locking mechanism of equal or greater quality than the lock being replaced.

HB0314S01 compared with HB0314

(c) An owner who installs a new lock under Subsection (3)(a) may retain a copy of the key that opens the new lock.

(d) Notwithstanding any rental agreement, an owner who installs a new lock under Subsection (3)(a) shall refuse to provide a copy of the key that opens the new lock to the perpetrator of the act listed in Subsection (1).

(e) Notwithstanding Section 78B-6-814, if an owner refuses to provide a copy of the key under Subsection (3)(d) to a perpetrator who is not barred from the residential rental unit by a protective order but is a renter on the rental agreement, the perpetrator may file a petition with a court of competent jurisdiction within 30 days to:

(i) establish whether the perpetrator should be given a key and allowed access to the residential rental unit; or

(ii) whether the perpetrator should be relieved of further liability under the rental agreement because of the owner's exclusion of the perpetrator from the residential rental unit.

(f) Notwithstanding Subsection (3)(e)(ii), a perpetrator may not be relieved of further liability under the rental agreement if the perpetrator is found by the court to have committed the act upon which the landlord's exclusion of the perpetrator is based.

~~[(4) A renter who is a victim of domestic violence, as defined in Section 77-36-1, may terminate a rental agreement if the renter:]~~

~~[(a) is in compliance with:]~~

~~[(i) all provisions of Section 57-22-5; and]~~

~~[(ii) all obligations under the rental agreement;]~~

~~[(b) provides the owner:]~~

~~[(i) written notice of termination; and]~~

~~[(ii) a protective order protecting the renter from a domestic violence perpetrator or a copy of a police report documenting that the renter is a victim of domestic violence and did not participate in the violence; and]~~

~~[(c) no later than the date that the renter provides a notice of termination under Subsection (4)(b)(i), pays the owner the equivalent of 45 days' rent for the period beginning on the date that the renter provides the notice of termination.]~~

(4) A renter who is a victim of domestic violence may terminate all of the renter's future obligations under a rental agreement if the renter:

HB0314S01 compared with HB0314

(a) except as provided in Subsection (5), is in compliance with all obligations under the rental agreement~~;~~

~~_____ (b) is in compliance with}, including the {provisions} requirements of Section 57-22-5{, except that the renter does not need to be in noncompliance with Subsections 57-22-5(1)(g) and (2) if:~~

~~_____ (i) the noncompliance is due to the domestic violence; and~~

~~_____ (ii) the renter pays any damages caused by the noncompliance to the owner on the date that the renter pays the termination fee under Subsection (4)(c)};~~

~~(~~f~~c~~)}b~~) provides the owner with:~~

~~(i) a court order protecting the renter from a domestic violence perpetrator; or~~

~~(ii) a copy of a police report documenting that the renter is a victim of domestic violence and {did}is not {participate in }the {violence}predominant aggressor under Subsection 77-36-2.2(3);~~

~~(~~f~~d~~)}c~~) provides the owner with a written notice of termination that includes the date on which the renter intends to vacate the renter's residential rental unit; and~~

~~(~~f~~e~~)}d~~) pays the owner a termination fee on the later of the day on which:~~

~~(i) the renter provides the owner with a written notice of termination; or~~

~~(ii) the renter vacates the renter's residential rental unit.~~

~~(5) {(a) If a} A renter{ terminates} may terminate all of the renter's future obligations under a rental agreement under Subsection (4) when the renter is not in compliance with the requirements of Subsection 57-22-5(1)(g) or (2) if:~~

~~(a) the renter provides evidence to the owner with the written notice of termination under Subsection (4)(c) establishing that:~~

~~(i) the noncompliance with Subsection 57-22-5(1)(g) or (2) occurred less than 30 days before the day on which the renter provided the written notice of termination to the owner; and~~

~~(ii) the noncompliance with Subsection 57-22-5(1)(g) or (2) is due to domestic violence;~~

~~(b) the renter is in compliance with all obligations of the rental agreement, except for the noncompliance described in Subsection (5)(a); and~~

~~(c) the renter complies with Subsections (4)(b), (c), and (d).~~

~~(6) If a renter provides an owner with a written notice of termination under Subsection~~

HB0314S01 compared with HB0314

(4)(c), the renter shall:

(~~fi~~a) vacate the renter's residential rental unit within ~~{30}~~15 days after the day on which the written notice of termination is provided to the owner; and

(~~fi~~b) pay rent for any occupation of the residential rental unit during that ~~{30-day}~~15-day time period.

(~~fb~~7) A renter may not terminate all of the renter's future obligations under a rental agreement under Subsection (4) ~~{up until}~~after a notice of eviction is served on the renter.

(~~f6~~8) A renter who terminates all of the renter's future obligations under a rental agreement under Subsection (4) is liable for any ~~{rent owed prior to}~~financial obligation owed by the renter:

(a) before the renter provided the owner with the written notice of termination under Subsection (4)(c);

(b) for any noncompliance with Subsection 57-22-5(1)(g) or (2) as described in Subsection (5); and

(c) for any occupancy of the residential rental unit by the renter during the 15-day time period described in Subsection (6).

(9) The termination of a renter's future obligations under a rental agreement does not terminate the rental agreement for any other person entitled under the rental agreement to occupy the residential rental unit.

~~[(5)]~~ (~~f7~~10) An owner may not:

(a) impose a restriction on a renter's ability to request assistance from a public safety agency; or

(b) penalize or evict a renter because the renter makes reasonable requests for assistance from a public safety agency.

Section 2. Section 57-22-7 is amended to read:

57-22-7. Limitation on counties and municipalities.

(1) A county or municipality may not adopt an ordinance, resolution, or regulation that is inconsistent with this chapter.

(2) (a) Subsection (1) may not be construed to limit the ability of a county or municipality to enforce an applicable administrative remedy with respect to a residential rental unit for a violation of a county or municipal ordinance, subject to Subsection (2)(b).

HB0314S01 compared with HB0314

(b) A county or municipality's enforcement of an administrative remedy may not have the effect of:

(i) modifying the time requirements of a corrective period, as defined in Section 57-22-6;

(ii) limiting or otherwise affecting a tenant's remedies under Section 57-22-6; or

(iii) modifying an owner's obligation under this chapter to a tenant relating to the habitability of a residential rental unit.

(3) A municipality with a good landlord program under Section 10-1-203.5 may not limit an owner's participation in the program or reduce program benefits to the owner because of renter or crime victim action that the owner is prohibited under Subsection [57-22-5.1(5)] 57-22-5.1(~~7~~10) from restricting or penalizing.

~~{~~ Section 3. Section ~~78B-6-850~~ is amended to read:

~~78B-6-850. Definitions.~~

~~As used in this part:~~

~~(1) "Agency" means a state, county, or local government entity that generates or maintains records relating to an unlawful detainer action.~~

~~(2) "Eviction" means a cause of action for unlawful detainer under Part 8, Forcible Entry and Detainer.~~

~~(3) "Expunge" means to seal or otherwise restrict access to records held by a court or an agency.~~

~~(4) "Petitioner" means any person petitioning for expungement of an eviction under this section.~~

~~(5) (a) "Tenant screening agency" means a person that, for a fee, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating information for the purpose of furnishing a tenant screening report.~~

~~(b) "Tenant screening agency" does not include an owner as defined in Section 78B-6-801.~~

~~(6) "Tenant screening report" means any written, oral, or other communication prepared by a tenant screening agency that includes information about an individual's rental history for the purpose of serving as a factor in establishing the individual's eligibility for housing.~~

HB0314S01 compared with HB0314

~~———— (7) "Unlawful detainer" means the same as that term is defined in Section 78B-6-801.~~

~~———— (8) "Victim of domestic violence" means the same as the term "victim" in Section 77-36-1.~~

~~———— Section 4. Section 78B-6-853 is amended to read:~~

~~———— 78B-6-853. Expungement by petition for eviction:~~

~~———— (1) Any party to an eviction may petition the court to expunge all records of the eviction if:~~

~~———— (a) (i) the eviction was for:~~

~~———— [(i)] (A) remaining after the end of the lease as described in Subsection 78B-6-802(1)(a); or~~

~~———— [(ii)] (B) the nonpayment of rent as described in Subsection 78B-6-802(1)(c); and~~

~~———— [(b)] (i) any judgment for the eviction has been satisfied and a satisfaction of judgment has been filed for the judgment[.]; or~~

~~———— (b) (i) the party is a victim of domestic violence;~~

~~———— (ii) the party would have been able to meet the requirements for terminating a rental agreement under Subsections 57-22-5.1(4)(a), (b), and (c) before the notice of eviction was served on the party; and~~

~~———— (iii) any judgment for the eviction has been satisfied and a satisfaction of judgment has been filed for the judgment.~~

~~———— (2) A petitioner shall file a petition and provide notice to any other party to the eviction in accordance with the Utah Rules of Civil Procedure.~~

~~———— (3) (a) Any party to the eviction may file a written objection to the petition with the court.~~

~~———— (b) If the court receives a written objection to the petition, the court may not expunge the eviction.~~

~~———— (4) Except as provided in Subsection (5), the court shall order expungement of all records of the eviction if the court does not receive a written objection within 60 days from the day on which the petition is filed.~~

~~———— (5) A court may not expunge an eviction if the judgment for the eviction has not been satisfied.~~

~~‡~~