

RESIDENTIAL RENTAL MODIFICATIONS

2024 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Marsha Judkins

Senate Sponsor: Lincoln Fillmore

LONG TITLE

General Description:

This bill deals with landlords providing notice to tenants.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ establishes a period of time by which a landlord must provide a notice of rent increase to a tenant; and
- ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

57-22-2, as last amended by Laws of Utah 2017, Chapter 19

57-22-4, as last amended by Laws of Utah 2021, Chapter 98

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

Section 1. Section **57-22-2** is amended to read:

57-22-2. Definitions.



28 As used in this chapter:

29 (1) "Low-income housing tax credit" means the same as that term is defined in Section
30 [59-2-102](#).

31 [~~1~~] (2) (a) "Owner" means the owner, lessor, or sublessor of a residential rental unit.

32 (b) [~~A~~] "Owner" includes a managing agent, leasing agent, or resident manager is
33 considered an owner for purposes of notice and other communication required or allowed
34 under this chapter unless the agent or manager specifies otherwise in writing in the rental
35 agreement.

36 [~~2~~] (3) "Rental agreement" means any agreement, written or oral, which establishes or
37 modifies the terms, conditions, rules, or any other provisions regarding the use and occupancy
38 of a residential rental unit.

39 [~~3~~] (4) "Rental application" means an application required by an owner as a
40 prerequisite to the owner entering into a rental agreement for a residential rental unit.

41 [~~4~~] (5) "Renter" means any person entitled under a rental agreement to occupy a
42 residential rental unit to the exclusion of others.

43 [~~5~~] (6) "Residential rental unit" means a renter's principal place of residence and
44 includes the appurtenances, grounds, and facilities held out for the use of the residential renter
45 generally, and any other area or facility provided to the renter in the rental agreement. It does
46 not include facilities contained in a boarding or rooming house or similar facility, mobile home
47 lot, or recreational property rented on an occasional basis.

48 Section 2. Section **57-22-4** is amended to read:

49 **57-22-4. Owner's duties.**

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

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

53 (b) shall:

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

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

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

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

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

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

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

66 (i) a good faith estimate of:

67 (A) the rent amount; and

68 (B) the amount of each fixed, non-rent expense that is part of the rental agreement;

69 (ii) the type of each use-based, non-rent expense that is part of the rental agreement;

70 (iii) the day on which the residential rental unit is scheduled to be available;

71 (iv) the criteria that the owner will consider in determining the prospective renter's
72 eligibility as a renter in the residential rental unit, including criteria related to the prospective
73 renter's criminal history, credit, income, employment, or rental history; and

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

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

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

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

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

85 (ii) the prospective renter:

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

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

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

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

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

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

96 (ii) \$75; or

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

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

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

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

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

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

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

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

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

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

113 (a) disclose in writing to the renter:

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

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

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

121 and

122 (b) provide the renter:

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

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

126 (8) (a) An owner shall provide notice of an increase in the monthly rental amount 60
127 days before the date the rent increase takes effect unless:

128 (i) the renter is on a month-to-month basis;

129 (ii) the increase is in response to an increase in maximum rent allowed in:

130 (A) a low-income tax credit community; or

131 (B) housing subject to Section 8 of the Housing Act of 1937, 42 U.S.C. 1437f et seq.;

132 or

133 (iii) the renter agrees in writing to an increase that takes effect sooner than 60 days.

134 (b) Nothing in this Subsection (8) prevents an owner from increasing the amount the
135 renter pays for any cost, fee, assessment, or fine allowed under the rental agreement, including
136 any automatic increase to a cost, fee, assessment, or fine provided in the rental agreement.

137 ~~[(8)]~~ (9) Nothing in this section prohibits any fee, fine, assessment, interest, or cost that
138 is allowed by law or stated in the rental agreement.

139 ~~[(9)]~~ (10) A renter may not use an owner's failure to comply with a requirement of
140 Subsection (2), (3), (4), (5), (6), ~~[or] (7), or (8)~~ as a basis:

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

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

143 Section 3. **Effective date.**

144 This bill takes effect on May 1, 2024.