

Nate Blouin proposes the following substitute bill:

Eviction Amendments

2025 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Nate Blouin

House Sponsor:

LONG TITLE

General Description:

This bill addresses provisions relating to owners and renters.

Highlighted Provisions:

This bill:

- defines terms;
- requires that a new owner of a multifamily unit building provide notice of the change in ownership and any rent increase of 10% or greater than the monthly rent;
- permits a renter in a multifamily unit building to terminate an existing lease agreement if the renter provides written notice to the owner at least 60 days before the day on which the renter terminates the lease agreement;
- prohibits an owner from imposing a rent increase for the first 90 days an owner owns a multifamily unit building;
- allows a jury or court to exercise discretion when entering a judgment for actual damages a jury or court in a proceeding involving a tenant and an owner; and
- makes technical and conforming changes.

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

78B-6-811, as last amended by Laws of Utah 2020, Chapter 329

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

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

30 **57-22-4 . Owner's duties.**

31 (1) As used in this section, "multifamily unit building" means a residential building with
32 four or more residential rental units.

33 [(1)] (2) To protect the physical health and safety of the ordinary renter, an owner:

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

36 (b) shall:

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

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

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

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

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

47 [(2)] (3) Except as otherwise provided in the rental agreement, an owner shall provide the
48 renter at least 24 hours [~~prior notice of the owner's entry~~] notice before the owner enters
49 into the renter's residential rental unit.

50 [(3)] (4)(a) Before an owner accepts an application fee or any other payment from a
51 prospective renter, the owner shall disclose in writing to the prospective renter:

52 (i) a good faith estimate of:

53 (A) the rent amount; and

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

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

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

57 (iv) the criteria that the owner will consider in determining the prospective renter's
58 eligibility as a renter in the residential rental unit, including criteria related to the
59 prospective renter's criminal history, credit, income, employment, or rental
60 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

63 Subsection [~~(4)~~] (5).

64 (b) An owner may satisfy the written disclosure requirement described in Subsection [
65 ~~(3)(a)(i)~~] (4)(a)(i) through a rental application, deposit agreement, or written summary.

66 [~~(4)~~] (5)(a) A prospective renter may make a written demand to the owner of a residential
67 rental unit requesting the return of money the prospective renter paid in relation to
68 the rental of the residential rental unit, if:

69 (i)(A) an amount the owner provides in the good-faith estimate described in
70 Subsection [~~(3)~~] (4) is different than the amount in the rental agreement; or
71 (B) the rental agreement includes a type of use-based, non-rent expense that was
72 not disclosed under Subsection [~~(3)~~] (4); and

73 (ii) the prospective renter:

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

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

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

81 [~~(5)~~] (6) An owner may not charge a renter:

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

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

84 (ii) \$75; or

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

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

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

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

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

90 [~~(6)~~] (7) Before an owner and a prospective renter enter into a rental agreement, the owner
91 shall:

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

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

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

99 ~~[(7)]~~ (8) At or before the commencement of the rental term under a rental agreement, an
100 owner shall:

101 (a) disclose in writing to the renter:

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

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

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

110 (b) provide the renter:

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

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

114 (9)(a) For a rental agreement entered into on or after May 7, 2025, if an owner takes
115 possession of a multifamily unit building, the new owner shall provide written notice
116 to inform each renter of:

117 (i) the change in ownership; and

118 (ii) any rent increase equal to or greater than 10% of the monthly rent amount.

119 (b) If a renter receives a notice under this Subsection (9), the renter may terminate the
120 renter's existing rental agreement if the renter provides a written notice to the owner
121 of the renter's intent to terminate the renter's existing lease agreement at least 60 days
122 before the renter terminates the lease agreement.

123 ~~[(8)]~~ (10) Nothing in this section prohibits any fee, fine, assessment, interest, or cost that is
124 allowed by law or stated in the rental agreement.

125 ~~[(9)]~~ (11) A renter may not use an owner's failure to comply with a requirement of
126 Subsection ~~[(2), (3), (4), (5), (6), or (7)]~~ (3), (4), (5), (6), (7), or (8) as
127 a basis:

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

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

130 Section 2. Section **78B-6-811** is amended to read:

131 **78B-6-811 . Judgment for restitution, damages, and rent -- Immediate**
 132 **enforcement -- Remedies.**

133 (1)(a) A court may:

134 (i) enter a judgment upon the merits or upon default; and

135 (ii) issue an order of restitution regardless of whether a judgment is entered.

136 (b) A judgment entered in favor of the plaintiff shall include an order for the restitution
 137 of the premises as provided in Section 78B-6-812.

138 (c) If the proceeding is for unlawful detainer after neglect or failure to perform any
 139 condition or covenant of the lease or agreement under which the property is held, or
 140 after default in the payment of rent, the judgment shall also declare the forfeiture of
 141 the lease or agreement.

142 (d)(i) A forfeiture under Subsection (1)(c) does not release a defendant from any
 143 obligation for payments on a lease for the remainder of the lease's term.

144 (ii) Subsection (1)(d)(i) does not change any obligation on either party to mitigate
 145 damages.

146 (2) The jury or the court, if the proceeding is tried without a jury or upon the defendant's
 147 default, shall also [assess] calculate the damages resulting to the plaintiff from any of the
 148 following:

149 (a) forcible entry;

150 (b) forcible or unlawful detainer;

151 (c) waste of the premises during the defendant's tenancy, if waste is alleged in the
 152 complaint and proved at trial;

153 (d) the amounts due under the contract, if the alleged unlawful detainer is after default in
 154 the payment of amounts due under the contract; and

155 (e) the abatement of the nuisance by eviction as provided in Sections 78B-6-1107
 156 through 78B-6-1114.

157 (3) [~~The judgment shall be entered~~] The court:

158 (a) shall enter judgment against the defendant for the rent due under the contract as
 159 described in Subsection (2)(d)[~~, for three times the amount of the damages~~] ; and

160 (b) [~~assessed~~] may enter judgment against the defendant for three times the amount of
 161 actual damages, other than rent, calculated under Subsections (2)(a) through (2)(e).

162 (4)(a) If the proceeding is for unlawful detainer, the court shall issue the execution upon
 163 the judgment [~~shall be issued~~] immediately after the entry of the judgment.

164 (b) In all cases, the court may issue and enforce the judgment [~~may be issued and~~

165 enforced immediately.

166 (5) In an action under this chapter, the court:

167 (a) shall award costs and reasonable attorney fees to the prevailing party;

168 (b) may modify a judgment for additional amounts owed if a motion is submitted within

169 180 days on the earlier of the day on which:

170 (i) the order of restitution is enforced; or

171 (ii) the defendant vacates the premises; and

172 (c) may grant a party additional time for a motion under Subsection (5)(b).

173 (6)(a) If the court issues an order of restitution, the defendant shall provide a current

174 address to the court and the plaintiff within 30 days of the day on which the court

175 issues the order of restitution.

176 (b) Failure of a defendant to provide an address under Subsection (6)(a) does not require

177 the plaintiff or the court to bear the burden of seeking out the defendant to provide

178 notice for any subsequent proceeding.

179 Section 3. **Effective Date.**

180 This bill takes effect on May 7, 2025.