

RENTER SCREENING AMENDMENTS

2020 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Joel K. Briscoe

Senate Sponsor: _____

LONG TITLE**General Description:**

This bill addresses screening of prospective renters.

Highlighted Provisions:

This bill:

- defines terms;
- requires a prospective owner to indicate whether the prospective owner will accept a comprehensive reusable renter screening report;
- prohibits an owner from charging a fee for a renter screening report if the owner indicates that the owner will accept a comprehensive reusable renter screening report; and
- makes technical 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 2017, Chapter 19

ENACTS:



28 57-22-4.3, Utah Code Annotated 1953

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

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

32 **57-22-2. Definitions.**

33 As used in this chapter:

34 (1) "Comprehensive reusable renter screening report" means a renter screening report
35 prepared by a renter screening report agency at the direction of, and paid for by, a prospective
36 renter and made available by a renter screening report agency directly to a prospective owner at
37 no charge, that contains all of the following:

38 (a) a consumer report prepared by a consumer reporting agency within the past 60 days;

39 (b) the prospective renter's criminal history;

40 (c) the prospective renter's eviction history;

41 (d) employment verification of the prospective renter; and

42 (e) the prospective renter's address and rental history.

43 (2) "Consumer report" means the same as that term is defined in 15 U.S.C. Sec. 1681a.

44 (3) "Criminal history" means a report containing or summarizing:

45 (a) a prospective renter's criminal convictions and pending cases, the final disposition
46 of which antedates the report by no more than seven years; and

47 (b) the results of a sex offender registry search and a United States Department of the
48 Treasury's office of foreign assets control search, both based on at least seven years of address
49 history and alias information provided by the prospective renter or available in a consumer
50 report.

51 (4) "Eviction history" means a report containing or summarizing the contents of any
52 records of unlawful detainer actions concerning the prospective renter that are reportable in
53 accordance with state law, are lawful for owners to consider, and are obtained after a search
54 based on at least seven years of address history and alias information provided by the
55 prospective renter or available in a consumer report.

56 [(+)] (5) "Owner" means the owner, lessor, or sublessor of a residential rental unit. A
57 managing agent, leasing agent, or resident manager is considered an owner for purposes of
58 notice and other communication required or allowed under this chapter unless the agent or

manager specifies otherwise in writing in the rental agreement.

~~[(2)]~~ (6) "Rental agreement" means any agreement, written or oral, ~~[which]~~ that establishes or modifies the terms, conditions, rules, or any other provisions regarding the use and occupancy of a residential rental unit.

~~[(3)]~~ (7) "Rental application" means an application required by an owner as a prerequisite to the owner entering into a rental agreement for a residential rental unit.

~~[(4)]~~ (8) "Renter" means any person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.

(9) "Renter screening report agency" means a person transacting business in this state who, 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 about a prospective renter for the purpose of providing reports.

~~[(5)]~~ (10) "Residential rental unit" means a renter's principal place of residence and includes the appurtenances, grounds, and facilities held out for the use of the residential renter generally, and any other area or facility provided to the renter in the rental agreement. It does not include facilities contained in a boarding or rooming house or similar facility, mobile home lot, or recreational property rented on an occasional basis.

Section 2. 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:

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

(b) shall:

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

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

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

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

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

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

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

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

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

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

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

(a) disclose in writing to the renter:

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

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

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

(b) provide the renter:

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

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

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

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

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

121 (iii) whether the owner will accept a comprehensive reusable renter screening report
122 made available to the owner by a renter screening report agency.

123 (b) An owner may not accept a rental application from an applicant, or charge an
124 applicant a rental application fee, before the owner complies with the disclosure requirement in
125 Subsection (5)(a).

126 (c) An owner who maintains a website to advertise the rental of a residential rental unit
127 or as a source of information for current or prospective renters shall include a statement on the
128 residential rental unit's home page stating whether the owner will accept a comprehensive
129 reusable renter screening report made available to the owner by a renter screening report
130 agency.

131 (6) An owner's failure to comply with a requirement of Subsection (2), (3), (4), or (5)
132 may not:

133 (a) be used by the renter as a basis to excuse the renter's compliance with a rental
134 agreement; or

135 (b) give rise to any cause of action against the owner.

136 Section 3. Section **57-22-4.3** is enacted to read:

137 **57-22-4.3. Comprehensive reusable renter screening report.**

138 If an owner indicates under Subsection [57-22-4\(5\)\(a\)\(iii\)](#) or (5)(c) that the owner will
139 accept a comprehensive reusable renter screening report, the owner may access the owner's
140 own renter screening information regarding a prospective renter so long as the prospective
141 renter is not charged for the owner obtaining the owner's own renter screening information.