

HB 478 -- Redline

Substitute to Comparison to Original Bill -- Residential Rental Modifications

Deletions ~~struck~~ · Insertions underlined

~~02-20~~HB0478S01 ~~00:53~~compared 1stwith Sub-HB0478 {Omitted text} shows text that was in HB0478 but was omitted in HB0478S01 inserted text shows text that was not in HB0478 but was inserted into HB0478S01
DISCLAIMER:

~~(Buff)~~This ~~H.B.~~document is provided to assist you in your comparison of the two bills.

~~478~~Sometimes ~~John~~this ~~Arthur~~automated ~~proposes~~comparison ~~the~~will ~~following~~NOT ~~substitute~~be bill: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.

? establishes a period of time by which a landlord shall provide a notice of rent increase for an additional fee } to a tenant;

None H Utah Code Sections Affected:

B AMENDS:

~~57-22-2, 4~~ 57-22-2 , as last amended by Laws of Utah 2017, Chapter 19 ~~s7~~ ~~HB0478~~ ~~57-22-4~~, compared with HB0478S01 57-22-4 , as last amended by Laws of Utah 2021, Chapter 98 ~~S-u-b~~ Be it enacted by the Legislature of the state of Utah:

~~H~~-Section 1.

~~B~~57-22-2. 57-22-2.

~~4~~-(1) "Low-income housing tax credit" means the same as that term is defined in Section-~~8~~ 59-2-102.

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

(b) [A] "Owner" includes a managing agent, leasing agent, or resident manager is considered an owner for purposes of notice and other communication required or 1stallowed Sub.under this chapter unless the agent or manager specifies otherwise in writing in the rental agreement.

~~(Buff)~~ ~~H.B.~~

~~478 02-20 00:53~~ allowed under this chapter unless the agent or manager specifies otherwise in writing in the rental agreement.

[(5)] ~~(6)(a)~~(6) (a) "Residential rental unit" means a renter's principal place of ~~residence~~[residence]. and].

~~(b){(b)}~~ "Residential rental unit"unit"] includes[and]]. ~~;~~

(b) "Residential rental unit" includes:

{(i)} [] :

~~57-22-4~~57-22-4.

- 2 - HB0478 compared with HB0478S01 (1) To protect the physical health and safety of the ordinary renter, an owner:

(2) Except as otherwise provided in the rental agreement, an owner shall provide the renter ~~-at 2least -~~ ~~24 02-20~~hours ~~00:53~~prior 1stnotice Sub.of the owner's entry into the renter's residential rental unit.

~~(Buff)~~(3) ~~H.B.~~(a) Before an owner accepts an application fee or any other payment from a prospective renter, the owner shall disclose in writing to the prospective renter:

~~478~~ at least 24 hours prior notice of the owner's entry into the renter's residential rental unit.

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

(b) An owner may satisfy the written disclosure requirement described in Subsection ~~[(3)(a)(i)]~~ [(3)(a)(i)].

~~(3)(a)(i)]~~ (3)(a) through a rental application, deposit agreement, or written summary.

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

~~(i)(A)~~- 3 - HB0478 compared with HB0478S01 (i) (A) an amount the owner provides in the good-faith estimate described in Subsection [(3)] (3)(a)(i) is different than the amount in the rental agreement;

~~-(i)~~ 310% -of 1stthe Sub.rent agreed to in the rental agreement;

~~(Buff)~~ ~~H.B.~~

~~478 02-20 00:53~~ (i) 10% of the rent agreed to in the rental agreement;

- 4 - HB0478 compared with HB0478S01 (a) disclose in writing to the renter:

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

~~(9)(a)~~(9) (a) An owner shall provide notice of an increase in the monthly rental ~~amount~~amount{, or of a new or additional fee that the owner will impose on the renter, } 60 days before the {date } day on which the rent increase takes effect {or the owner imposes the new or additional fee, } unless:

~~-(i) 4the -renter 02-20is 09:53on 1sta Sub-~~month-to-month basis;or (ii) the increase in the monthly rental amount is in response to an increase in maximum rent allowed in:

~~(Buff) H.B.~~

~~478 (i) the renter is on a month-to-month basis;~~

~~or (ii) the increase in the monthly rental amount is in response to an increase in maximum rent allowed in:~~

1437f et seq. seq{.;

~~(b)or} Nothing_ in this Subsection (9) prevents an owner from increasing the amount the renter pays for any cost, fee, assessment, or fine allowed under the rental agreement, including an automatic increase to a cost, fee, assessment, or fine provided in the rental agreement.~~

~~{(iii) {the renter agrees in writing to an increase that takes effect sooner than 60 days.} } (b) Nothing in this Subsection (9) prevents an owner from increasing the amount the renter pays for any cost, fee, assessment, or fine allowed under the rental agreement, including an automatic increase to a cost, fee, assessment, or fine provided in the rental agreement.~~

- 5 - HB0478 compared with HB0478S01 Section 3.

Effective date.

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