

6th Edition

# Tenant Toolkit

Keys to Successful Living



*Let's Be Great Neighbors*

## Being a Successful Tenant

### The Utah Fit Premises Act: The Right to Habitable Living Conditions

All renters in the state of Utah have the right to “habitable” living conditions. These are defined in the state law under the Utah Fit Premises Act.

**Don’t assume that a landlord knows about a needed repair just because it was there when you moved in.**

Most landlords recognize that their rental units are businesses and want to protect their assets by taking good care of their properties. Oftentimes, a simple maintenance request will address needed repairs. You should always notify your landlord in writing (per law all requests must be in writing) AND per the instructions of your lease agreement of needed repairs as soon as you notice that something is broken or not working properly.

- |                                    |   |
|------------------------------------|---|
| 1- Unsafe or Unsanitary Conditions | 5- Deficiency in Hot & Cold water                           |
| 2- Deficient Electrical Systems.   | 6- Unmaintained or Malfunctioning Air Conditioning Systems. |
| 3- Deficient Heating               |   |
| 4- Deficient Plumbing conditions   | 7- Unsafe or unsanitary Common Areas                        |

**There are seven specific problem areas that renters can address using the Utah Fit Premises Act.**

**The landlord must begin corrective action on these issues within 3 days of your written request:**

If a landlord does not pay attention to a repair request, the tenants can use the Utah Fit Premises Act to formally request the needed repairs or to legally vacate the unit if it is not habitable under these conditions.

In addition, tenants whose lease agreements specifically address particular appliances and facilities are protected under the Utah Fit Premises Act, if those listed appliances and/or facilities were working and/or accessible at the time that you moved in. If your lease agreement specifically names appliances or facilities and they are not in working condition, you can use the Utah Fit Premises Act to notify your landlord of needed repairs. In these cases, **The corrective period for the landlord is 10 days.**

**The Utah Fit Premises Act outlines the proper way to notify the landlord of a deficient rental condition.**

**You must be current on your rent and any other fees when you make a request for conditions to be addressed through the Utah Fit Premise Act.**

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Tenants who wish to file a formal request using the Utah Fit Premises Act can use the **Notice of Deficient Conditions form** (*Form provided in resource section: Notice of Deficient Conditions*) which was provided by Utah Legal Services. If you need additional help, you can contact Utah Legal Services with specific questions.

**Even if you believe the conditions in your rental unit are deficient, YOU MUST continue to pay your rent.** You can be evicted for non payment of rent, even if your unit is not considered habitable.

**NOTE:** Always try to first use the remedies provided in the lease. If that doesn't work, you can use the Utah Fit Premises Act. Always research the law and completely fill out ALL forms and deliver properly.

Tenants can obtain additional help by contacting their local Health Department for assistance with habitability issues in a rental unit.

### Utah Fit Premises Act: The Right to Peaceful Enjoyment

One of the most common misunderstandings in a landlord-tenant business relationship is about a landlord's right to enter a rental unit and renter's right to peacefully enjoy the unit.

Every renter in the state of Utah has the right to peaceful enjoyment as outlined in the Utah Fit Premises Act. This means that they can reasonably expect that their privacy will be respected in their homes.

## When can my landlord enter my rental unit?



Except in limited circumstances, your landlord, the property manager and the maintenance staff cannot enter your apartment without first notifying you. It is important to understand when and how a landlord can enter your rental unit. **EVERY lease agreement will outline the time frames that need to be given for entry into the rental dwelling—always abide by the lease terms as the standard.**

The landlord **must** give 24 hours notice before entering your rental unit unless your lease agreement states otherwise. Even if a tenant is behind on rent, the landlord cannot enter the rental unit without notice. Owners and renters can negotiate different notice timelines in a lease agreement but any changes need to be agreed by both parties and documented.

## Being a Successful Tenant

### Exceptions:

- In cases of emergency, your landlord can enter your rental unit without notice. Emergencies include situations like fire, sewer or plumbing issues, electrical problems, etc.
- Tenants may call 911 to report any intrusions by the landlord, management, or maintenance staff. Check your lease for specific notice requirements before making a police call.

### What if I refuse to allow the landlord into my unit after they give 24 hour notice?

The law requires that you allow reasonable access to the unit to the landlord. If you refuse you may be evicted.

