

NOTICE OF DEFICIENT CONDITION (S)

Utah Fit Premises Act—Utah Code §§57-22-1 *et seq.*

Required Owner Information
Owner's Name
Owner's Address

Required Renter Information
Renter's Name
Renter's Rental Address

I, _____, hereby give Notice to the Owner regarding the following deficient conditions present in the rented premises.

I, _____, hereby give the Owner permission to enter the rented premise in order to take corrective action.

The Utah Fit Premises Act requires that the Owner of the rented premise begin corrective action within the number of days allotted under the appropriate corrective period.

Standard of Habitability or Requirement of Rental Agreement	Corrective Period
Pursuant to §57-22-3(1) and §57-22-4(1)(a), the rented premises are <i>unsafe and/or unsanitary</i> because: _____ _____ _____	3 calendar days
Pursuant to §57-22-3(1) and §57-22-4(1)(b)(ii), the <i>electrical system</i> on the rented premises is deficient because: _____ _____ _____	3 calendar days
Pursuant to §57-22-3(1) and §57-22-4(1)(b)(ii), <i>heating</i> on the rented premises is deficient because: _____ _____ _____	3 calendar days

Pursuant to §57-22-3(1) and §57-22-4(1)(b)(ii), <i>plumbing</i> at the rented premises is deficient because: _____ _____ _____	3 calendar days
Pursuant to §57-22-3(1) and §57-22-4(1)(b)(ii), <i>hot and cold water</i> at the rented premises are deficient because: _____ _____ _____	3 calendar days
Pursuant to §57-22-4(1)(b)(iii), the <i>air conditioning system</i> at the rented premises is deficient because: _____ _____ _____	3 calendar days
Pursuant to §57-22-4(1)(b)(i), the <i>common areas</i> on the rented premises are deficient because: _____ _____ _____	3 calendar days
Pursuant to §57-22-4(1)(b)(iv), <i>appliances and facilities specifically contracted in the rental agreement</i> are deficient because: _____ _____ _____	10 calendar days

If an Owner fails to take substantial action, before the end of the corrective period, toward correcting a deficient condition described in a notice of deficient condition, the Renter may take action under either the Rent Abatement Remedy or the Repair and Deduct Remedy.

§57-22-6(4)(a)(i): "Rent Abatement Remedy"

1. Renter's rent is abated as of the date of the notice of deficient condition to the owner;
2. The rental agreement is terminated;
3. The owner shall immediately pay to the renter the entire security deposit that the renter paid under the rental agreement and a prorated refund for any prepaid rent, including any rent the renter paid for the period after the date on which the renter gave the owner the notice of deficient condition; and
4. The renter shall vacate the residential rental unit within 10 calendar days after the expiration of the corrective period.

§57-22-6(4)(a)(ii): "Repair and Deduct Remedy"

1. The renter may correct the deficient condition described in the notice of deficient condition; and
2. Deduct from future rent the amount the renter paid to correct the deficient condition, not to exceed an amount equal to two month's rent; and
3. Shall maintain all receipts documenting the amount the renter paid to correct the deficient condition; and
4. Shall provide a copy of those receipts to the owner within five calendar days after the beginning of the next rental period.

I, _____, hereby give Notice to the Owner that if the Owner fails to take substantial action, before the end of the corrective period, toward correcting the stated deficient condition I will take action under the selected Renter's Remedy.

- Rent Abatement Remedy
- Repair and Deduct Remedy

_____/_____/20_____
(Renter's Signature) (Date)

_____/_____/20_____
(Date notice was delivered to Owner)