

6th Edition

Tenant Toolkit

Keys to Successful Living



Let's be Great Neighbors

A message to Landlords & Tenants:

COMMUNICATION—DOCUMENTATION—COOPERATION

One of the most important things that landlords and tenants can do is to communicate with one another in a manner that allows the concerns, issues, and rights of both parties to be mutually respected and addressed.

Property owners and managers have struggled to maintain their businesses and livelihoods while balancing the needs of tenants. Tenants have had difficulty understanding the purpose behind what can seem like heavy-handed policies and rules. **Both sides of the overall landlord/tenant issue have valid concerns.**

This Toolkit aims to address some of these concerns in a meaningful, mutual and respectful way. It is our goal to provide information to tenants that will be useful in addressing the interests of both landlords and tenants and will ultimately act as a guide to further success in rental housing.

With this Toolkit, we provide information that is divided into three categories: Before You Rent, Being a Successful Tenant and Preparing to Leave.

Before You Rent helps to understand the process of applying for housing, how to avoid rental fraud, renting a dwelling and understanding situations that arise. It also explores when your lease ends and when you move out.

Being a Successful Tenant explores the responsibilities of a tenant, how to deal with emergencies and the laws and rules that protect tenants. It also addresses the rights of property owners so that you can recognize limits when it comes to exercising and protecting your rights.

Preparing to Leave helps you understand how to give the proper notice when you are getting ready to move out as well as how to get your deposit back. It also covers the eviction process and some of the things you can expect if you have been issued an eviction notice.

Disclaimer

The contents of this book are intended for informational purposes only and should not be relied upon as legal advice. Utah Housing Coalition makes no claims, promises or guarantees of the completeness or accuracy of the information herein, and nothing contained in this book constitutes an endorsement or recommendation of any organization, business, product or service. If you are in need of legal advice, hire a licensed attorney.

Special Thank You

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What To Know Before You Rent

Rental housing is an important part of our communities. Rental housing provides great places to live for people who are in all different stages of their lives. Almost everyone will live in rental housing at some point in their life. This section will provide information on successfully living in rental housing.

- What do you need to know about applying for an apartment?
- How to avoid rental scams?
- How should you communicate with your landlord?
- How should you deal with problems?
- What are your responsibilities?

The Application Process

1-Figure out how much you can afford

The rule of thumb is that you should not spend more than **30% of your total monthly income on housing expenses** (including utilities).

****take your total monthly gross before taxes income and multiply it by 0.3;** this is the maximum rent you can afford. Don't forget to consider your other expenses such as loans, credit cards, and basic needs when determining what you can afford to pay for rent.

2-Where do you want to live?

When you begin looking for a rental, **make a list of your needs and wants.** How many bedrooms do you need? Do you need laundry facilities? Are pets allowed? Is it close to school or work?

You can find apartments online, by visiting neighborhoods, and by referrals from friends and family

3 -Meet the landlord

Be clear about your needs and get all of your questions answered. Depending on the type of rental, the landlord may be the owner, a property manager, or a leasing agent.

Be prepared to provide information about your job, income, credit, criminal history, previous landlord references, and past rental history.

4 -If it doesn't fit, keep looking

Find out if you will meet the criteria for renting.

If you have pets, make sure the property allows them. If you smoke, find out what the property rules are for smoking. Some apartments may not rent to you if you have poor credit, a criminal history, or some other risk factors. It will save you time and money.

Don't fill out an application or sign a lease if the property doesn't fit your needs or if you do not believe you will qualify.

5 -Fill out the application

ONLY if the apartment meets your needs and you believe you are a qualified applicant. Be prepared to pay an application fee, but only do so if you believe you will qualify for the apartment. Make sure you ask how many people are ahead of you in line for the property. **Rental applications usually ask about the following:**

Current and past landlords

Employers names and contact information

References

Names of people who will reside with you

What To Know Before You Rent

Avoiding Rental Scams and Fraud: RENTER BEWARE!

What is a rental scam?

A rental scam typically happens when a person is posing as a landlord and trying to lure in potential renters. Their goal is to steal a renter's money without providing a place to live. They might ask for security deposits or other money before you see the home or before a lease is signed. By the time you realize you have no place to live, you've sent the money to a stranger and it's gone.

RENTERS BEWARE

Watch out for these red flags in housing:

Picture perfect:

Watch out for homes that are picture perfect at an even better price. Homes that are too perfect, and are listed below the price they should be at, are probably too good to be true.

Unavailable landlord:

If the landlord is too busy to meet you in person, this might be a red flag. The landlord or property manager should be available to walk you through the property in person so you may make a visual inspection. If there is no one available, and you have only spoken to them online, this could be bad news.

Quick move:

If the landlord wants you to move in immediately, this could be a bad sign. It's important to walk through the home, meet the landlord, and go through the lease before agreeing to move. Typically a landlord will have you go through a background and credit check. If they do not, this could be a scam.

Pay now sign later:

Watch out for anyone asking for money before you have a completed lease, especially if they are asking for you to wire money and you haven't met the landlord in person or seen the home.

Is it too good to be true?

If the home is way too good to be true, at an even better price, it probably is.

It doesn't make sense.

If the listing has poor grammar, typos, and isn't well thought out, it could be a scammer.

No requirements:

Landlords and property managers usually screen tenants so they make sure to protect themselves. If the landlord doesn't have any screening requirements (background, application, or credit check), it could be a scam.

Missing or unfinished lease:

If a landlord or property manager presents an unfinished lease to you, this is likely a scam. It could also be a red flag if the lease has missing parts, incomplete writing, etc.

What To Know Before You Rent

Emotional manipulation:

Watch out for statements like “I like you so I want to help you out.” “I understand your situation so I would like to rent to your family.” “I would consider you a friend.” Watch out for landlords who are a little too friendly, or trying to give you a “deal” because they like you.

Creating competition:

If the landlord suddenly has several tenants interested in the home but wants to rent only to you, this could be a bad sign.

PROTECTING YOURSELF

- Make sure you see the home: Meet the landlord in person to physically walk through the home. If the landlord is asking you to drive by the home and walk around, it's likely a scam.
- Do not send money without a signed lease agreement.
- Do not send money electronically via Venmo, Zelle, crypto, by wire, or by PayPal. If the landlord asks you to pay with gift cards, it's likely a scam. If you DO decide to do this, make sure you write what the payment is for in the memo. (Rent, deposit, application fee for rental).
- Look up the owner of the home and make sure it matches the landlord's or entity's name. The county you are renting in should have records of who owns the home through the recorder's office.
- Think before you act: It's okay to pause. Use your tenant toolkit to take the necessary steps to prevent scams and fraud. If you have a case manager, reach out to them for help.

Reporting Scams

- Reach out to your local police department/authorities: Provide them with detailed information about what happened.
- Report the rental listing to the website it was listed under (Facebook, renter, etc.)
- Report to the Federal Trade Commission.

<https://www.avail.co/education/guides/a-tenants-guide-to-finding-an-apartment/how-to-spot-a-rental-scam>



What To Know Before You Rent

Are there types of landlords I should avoid? Yes. Before you enter a lease agreement, you should check the landlord out just like they are checking you out. Ask to talk to a current tenant or even the tenant you are replacing, if possible. Do your research for the property and the area you are considering.

Be sure that the person you are entering the agreement with understands the laws and best practices of being a landlord.

Ensure that all agreements and policies are IN WRITING and they conduct themselves professionally.

You should also consider the potential landlord's availability. Do they return your calls promptly? Is the landlord local or do they have a local representative? Are the rental units and common areas well maintained and in good repair? The Rental Housing Association is a membership group for landlords that promotes fair practices and ethics. You may want to consider asking a prospective landlord if he or she is a member of the Rental Housing Association or the Good Landlord Program.

Lease Agreements

The lease agreement lays out all the rules, policies, and guidelines of the owner.

The lease agreement may be a lease with specific time frame or a month-to-month agreement.

This is the governing document from the beginning of the lease until the end of the lease.

Reminders:

Inspect the unit prior to renting OR signing any documentation.

Always document the condition of the rental unit at the beginning AND the end of a rental period using a Move-In and Move-Out form.

Read **the ENTIRE** lease agreement **BEFORE** you sign it.

PRIOR TO SIGNING the lease agreement (which starts the rental relationship), you **MUST** verify that all amount(s) are disclosed and the amount(s) **MUST** match what was discussed and provided during the **PRE-LEASE** period.

If any amounts differ, you may request ANY monies exchanged PRIOR to the full lease execution. It is important to note, this **MUST** be done within five (5) **BUSINESS** days after you received the lease. The lease **MUST** be unsigned to request this return of funds. The landlord must then return the monies exchanged for this transaction to you within five (5) **BUSINESS** days after the day on which the landlord receives your written demand.

Any communication between the lessee and the lessor **MUST** be documented to show the amounts, dates and the request. Helpful for both parties to make sure that both parties are in compliance.

Because the agreement is a contract, you are bound by the law to comply with it. **If there is something in the lease that you don't understand, ask for clarification. If there is something you do not like, don't sign it.** It's better to take a loss on the application money you put down that it is to be miserable in your rental or face eviction because you didn't comply with the agreement.

Month-to-month agreement— A month-to-month agreement means that you will live in the unit and pay rent on a monthly basis. The termination and expectations for notice are the main differences.

What To Know Before You Rent

Renting the Unit: Things to Remember

Read the Lease Agreement

The importance of reading the lease agreement cannot be stressed enough. Most of the problems that come up in landlord-tenant relationships come from the tenant not reading or understanding the terms of the lease agreement. **If you don't understand it, ask questions. If you don't accept the terms, do not sign the agreement. Instead, find a different rental with terms that you can accept and that fit your needs.**

Pay Rent On Time

Failing to pay the rent on time can have serious consequences. Many lease agreements charge fees for late rent payments **AND you can be evicted for failing to pay rent OR fees and costs.**

Always Communicate!

Get a receipt from your landlord each time you pay rent. **NEVER** pay rent with cash, or if you must, be sure to get a receipt. Pay with check, money order or online if allowed.

Always Document Everything

If there is ever a dispute, your documentation of payments, complaints, service orders, arrangements and conversations will **BE VITAL** in your defense against an eviction or collection action. Examples of documents: Written, text messages, e-mails, and video recordings.

Understand Your Security Deposit

Most landlords and leases require a security deposit before moving in. This is different from the application fee. **Security deposits are refundable or partially refundable.** Although your landlord may use your security deposit to clean, repair damages or to cover expenses incurred by you after you have vacated to property, the landlord must provide you with your deposit **AND/OR** an accounting of how the deposit was used or applied within thirty (30) days.

IT IS THE TENANT'S RESPONSIBILITY to provide your landlord a forwarding address so that he or she can provide this to you. If the landlord does not send this to you, as a tenant you have the right to serve them a notice with your new address that gives them five (5) days to send it. (*Form provided in resource section: Tenant's 5-Day Notice to Provide Deposit Deposition*). If they still fail to comply, the tenant can begin court proceedings against them for your deposit, a civil penalty and potentially attorneys fees and court costs.

Policies and Guidelines

The landlord has the right to make reasonable policies about the property. **ALL policies and guidelines are stated either in the lease or within the addendums of the lease agreement.**

For example: You may be required to get preauthorization for guests to stay more than a couple of days. If you have a guest who overstays the amount of time allowed as specified in the lease agreement, they may be asked to leave the premises, required to sign a lease, or you may even face eviction.

Utilities and Service Agreements

Always follow the requirements that are stated in your lease agreement. The agreement will detail what your responsibilities are, what is included in your agreement and what utilities or services are optional. Utility companies often charge connection fees and sometimes charge deposits. Previous accounts with a balance due may prohibit the transfer of the new services if the balance is not paid prior to the new service connection. If you are unable to pay the balance, you should not sign the lease and move in.

Remember to keep the utilities on and fully paid. Otherwise you might be evicted for breaking your agreement.

Renter's Insurance

Most lease agreements **REQUIRE** renter's insurance to be compliant. **This protects the landlord, but more importantly, it protects YOU!** If you have car insurance, often times, you can bundle renter's insurance with your monthly premium payment.

What to Know Before You Rent

Creating the Business Relationship

One important aspect of renting that BOTH parties should remember is that the relationship between landlord and tenant is a **contracted business relationship**. *This means that your relationship is governed by the legally binding contract that you have with one another.*

A contractual business relationship is not the same as a friendship. There are many things you might ask of your friends that you would not ask of your landlord. There are ways you might talk, interact or behave in a social, family or intimate setting BUT that would not be appropriate when dealing with your landlord.

The most important things to remember about any business relationship is **respect and professionalism**. When you're dealing with a landlord, you should talk and act with the same attitude that you would use at work with a public setting.

Being courteous, communicating clearly, maintaining your dignity and keeping your emotions in check will always benefit any situation—especially when dealing within a landlord—tenant business relationship. **The chances of being able to work through problems with a landlord often depend on how you talk and conduct yourself.**

Communication

Always Make Sure Your Agreement OR Any Changes Are in Writing

Communication is the key to keeping a good relationship with your landlord.

Here are some tips for good communication:

Write down your questions and concerns ahead of time.

Establish and maintain eye contact.

If you're not sure that you understand, ask questions to clarify.

Avoid generalized statements, such as “everyone, “ ”always,” “every time.”

Listen. Wait for the person to complete a thought before speaking. Don't interrupt.

Don't assume they know what you mean. Be specific and Clarify the issue and the plan of action.

Make sure you get EVERY compromise or agreement IN WRITING (text, email, etc.) as to the terms, the dates and the plan of action. Communications are VERY difficult to prove without documentation.

What To Know Before You Rent

Dealing with Problems

Problems will likely occur during your stay in your rental. Some problems are small, like noisy neighbors and routine maintenance needs. Others can be large, such as issues of health and safety. It's important to understand your basic rights as a tenant.



Good communication and professionalism are the keys to dealing with problems effectively

Here are some additional guidelines:

- **Use Common Sense**

Be a good neighbor. Don't make too much noise, keep common areas clean, don't let trash pile up outside your unit, take good care of the rental unit, use only your assigned parking space, and try to be friendly and respectful to everyone you encounter.

- **Call Your Landlord First**

If there is a problem in your apartment, the first thing you should do is let your landlord or apartment manager know. Apartments are businesses for landlords, they want to make sure that the units are kept in good condition and will usually respond to requests as quickly as possible. This is true of maintenance and repair needs as well as issues with neighbors.

- **Know Your Neighbors**

Introduce yourself and get to know them well enough that you feel comfortable around them. This helps to remedy issues in your favor and to help each other if there are issues with the property in whatever manner. **It is always a good idea to build a community within whatever unit you live.**

- **Be Understanding and Reasonable**

Some requests are urgent and some are not. **It's important to understand the difference between a routine maintenance request and an urgent repair need.** Be aware that other tenants may also have maintenance and repair requests that are more urgent than yours. Most apartment communities have a small maintenance staff who simply cannot do everything at once, they generally prioritize requests by urgency rather than the order in which they are received.

GOLDEN RULE Treat others the way you want to be treated. Treat neighbors, property managers, utility workers and maintenance staff with respect and decency. Kindness can go a long way when working through a problem.

Resolving Disputes

Even in a good business relationship, there are sometimes disagreements. If talking with or writing to your landlord over a specific issue is not working, you can attempt to enter mediation with the landlord.

Utah Community Action (Landlord Tenant Mediator) at 801-241-3109
Summit and Wasatch Counties: Mountain Mediation Center 435-336-0060
Utah Dispute Resolution 877-697-7175
OWCAP Tenant Landlord Mediation 801-399-9281 opt. 2



All programs provide free or low cost help

You MUST remember that a landlord must agree to resolve disputes through a mediator

What To Know Before You Rent

Tenant Responsibilities

Your responsibilities as a tenant are spelled out in your lease agreement. **A lease agreement with a professional landlord will explain all of the rules, policies, procedures, and responsibilities associated with your rental. That is why it is so important to read and understand it BEFORE signing.** The lease agreement is considered a ‘guide-stone’ and will assist to navigate every part of the business relationship that exists between a tenant and a landlord. Some of the basic responsibilities include:

1—Pay Rent. This seems obvious; however, first and foremost, **Always Pay Your Rent on Time.** If there is a problem that you think the landlord should take care of, you must *stay current on your rent while working with them to resolve the problem.*

If you think that you will have trouble making the rent or the full rental amount for an upcoming month **COMMUNICATE as early as possible.** Propose a plan of action for payments and fees, avoid incurring additional legal costs and fees. Ideas could include budgeting options, potential utility assistance, local food pantries, financial counseling services, emergency assistance funds, savings account access, family or church outreach or emergency rental assistance agencies. **The key is to communicate the issue as soon as it becomes obvious or evident that there may be an issue.**

Please see the Resource Section in the back of this Toolkit for further information.

2—Follow the lease agreement. The landlord’s policies are spelled out in your lease agreement. By following these policies and guidelines, you can avoid eviction, and maintain a good relationship with your landlord, take good care of the property so that you and any future tenants will have a nice place to live.

3—File maintenance & repair requests. From time to time, things break in the rental unit. This can be due to normal wear and tear of living or negligence. Regardless of the cause, you should help the landlord keep the property in good condition by letting them know when something needs to be repaired or replaced. **You are responsible to make sure your landlord knows about maintenance & repair issues.**

4—Keep the rental unit clean. This is important as much for your health and safety as it is for your landlord’s needs. By keeping a clean and tidy living area, you will be healthier and happier in your rental home. Clean the entire unit on a regular basis. Don’t let clutter get out of control. Keeping the apartment clean will also make moving out easier when the time comes.

5—Report Bed Bugs & Pests. Keeping the unit clean will help you avoid problems with bugs and pests. **If you do have an infestation in the unit, report it to the landlord right away.** Always follow the pest provisions within the lease agreement. Report any pest issue as soon as the problem is discovered, the earlier treatment the better the results for a good and thorough outcome.

6—Notices. If you are moving out, you need to give notice to your landlord or property manager. Your **lease agreement will provide guidelines on how much time you need to give and in what manner that notice MUST be done.** If you **break a lease there may be fees and additional consequences.** Even if your rental term is up, you need to give notice that you are moving. The lease will list how many days you need to give prior to moving out.

7—Changes or alterations. If you want to change anything while you’re living in the unit, **you must have your landlord’s permission.** Some examples of changes may include adding a new roommate, painting or changing the locks on the doors.

What To Know Before You Rent

As a tenant in the state of Utah you have certain rights. Among your rights, is the right to fair housing under the **Federal Fair Housing Act** and also the right to a peaceful enjoyment and habitable living conditions under the **Utah Fit Premises Act**. You have certain rights in the eviction process and your landlord also has certain rights as a property owner.

The Right to Fair Housing

The **Federal Fair Housing Act** provides protection against housing discrimination based on any of the following:

- **Race**
- **National Origin**
- **Sex**
- **Family Status (families with children under 18)**
- **Religion**
- **Disability**



The Utah Fair Housing Act also protects individuals from discrimination on source of income, sexual orientation and gender identity. In the state of Utah, you have the right to select housing regardless of your source of income (for example, if you receive state, local, or federal government housing vouchers).

This means that families receiving subsidies **such as welfare, food stamps, or housing vouchers cannot be denied housing solely because they receive such assistance.** However, tenants can still be denied based on amount or stability of income and you may have to provide proof that you are actually receiving it. Victims of discrimination may use the State and Federal Fair Housing Acts to resolve problems and disputes.

What is Housing Discrimination?

Housing discrimination doesn't always mean having a door slammed in your face or a bigoted remark directed at you. It could be something as simple as being politely turned away from the housing of their choice, even though they qualify. **The following are some examples of possible discriminations:**

- A woman with a disability who uses an assistance animal was refused a rental unit in an apartment with a "no pets" policy, or the landlord called her doctor to dispute her need for the animal.
- A mom with two kids asks about a rental unit, but is told that the complex is too quiet for families and should look elsewhere.
- A young family is denied the chance to use their Section 8 voucher at an apartment they want to rent, they are told the landlord "doesn't accept housing vouchers."

How do I know if my problem is covered by the Fair Housing Act? Are there exceptions?

The Fair Housing Act covers MOST housing. However, some very small landlords that do not use professional services are exempt. These small landlords not covered by the Act include owner-occupied buildings with no more than four rental units and single-family homes, where the landlord is not a corporate entity and does not use a broker or property management services.

Based on your protected class status, the Fair Housing Act says it may be against the law for a landlord to:

- Refuse to sell or rent you housing.
- Set different terms, conditions, or privileges when it comes to the sale or rental of a dwelling.
- Tell you housing is not available, when really it is.
- Only show you apartments in certain neighborhoods.
- Provide you different housing services or facilities.
- Advertise housing property only available to certain groups of people.
- Refuse to let you make reasonable modifications to your dwelling or common use areas if it is necessary for you to be able to use and enjoy your housing. These modifications are usually at your expense.
- Refuse to make reasonable accommodations in policies, practices, rules, or services if it is necessary for you to use the housing on an equal level as people who do not have a disability.
- Intimidate, harass, coerce, or interfere with someone exercising or assisting you with your fair housing rights.

Anyone who believes that they have been the victim of housing discrimination should call the Fair Housing Program at the Disability Law Center for free legal information. 801-363-1347

This program is open to members of any of the protected classes (race, color, religion, national origin, sex, family status, disability, source of income, sexual orientation, or gender identity) The Fair Housing Program provides free legal advice and legal representation (in Court, with Housing Urban Development (HUD) and the Utah Antidiscrimination & Labor Division (UALD), which includes mediation, representation in a fair housing complaint, and referrals where appropriate.

Disability Law Center

205 North 400 West

SLC, UT 84103

801-363-1347

Toll Free: 800-662-9080

Email: fairhousing@disabilitylawcenter.org

www.disabilitylawcenter.org

What To Know Before You Rent

Utah Antidiscrimination & Labor Division

Retaliation:

State and Federal law prohibits housing providers from retaliating against individuals for filing a fair housing complaint. The UALD fully investigates all allegations for retaliation against those that have exercised their fair housing rights or assisted others in doing so.

Filing Deadlines:

To file a claim under Utah law with UALD, you must file your claim within 180 days of the alleged discrimination. To file under federal law with the U.S. Department of Housing and Urban Development (HUD), you must file your claim within one year. The UALD can give the HUD form to you. All complaints filed with the UALD are also considered filed with HUD.

To file through the court system, you must file within two years of the alleged discrimination and you will need to hire your own private attorney. You may not pursue a private court action at the same time as you have a complaint filed with the UALD and/or HUD. The goal of the UALD is to resolve charges of housing discrimination as quickly as possible. They use mediation techniques to bring cases to a successful conclusion, saving time and money for both parties.

The Federal Fair Housing Act states that you have the right to file a complaint. The Fair Housing Program can help you through this process.

If you want to file a complaint on your own, you can contact Utah Antidiscrimination and Labor Division **(800-222-1238)** or an online questionnaire at: <https://laborcommission.utah.gov/forms/housingforms/html> In addition, you can contact the U.S. Department of Housing and Urban Development **(800-669-9777)**,

Utah Antidiscrimination & Labor Division

160 East 300 South, 3rd Floor

P.O. Box 146600

SLC, UT 84114-6600

801-530-6800

Toll Free: 800-222-1238

Email: discrimination@Utah.gov

Business Hours: M-F 8am-5pm



Being a Successful Tenant

Creating the Business Relationship

One important aspect of renting that BOTH parties should remember is that the relationship between landlord and tenant is a **contracted business relationship**. *This means that your relationship is governed by the legally binding contract that you have with one another.*

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Being courteous, communicating clearly, maintaining your dignity and keeping your emotions in check will always benefit any situation—especially when dealing within a landlord-tenant business relationship. **The chances of being able to work through problems with a landlord often depend on how you talk and conduct yourself.**

Always Make Sure Your Agreement OR Any Changes Are in Writing

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Please see the Resource Section in the back of this Toolkit for further information.

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3 - File maintenance & repair requests. From time to time, things break in the rental unit. This can be due to normal wear and tear of living or negligence. Regardless of the cause, you should help the landlord keep the property in good condition by letting them know when something needs to be repaired or replaced. **You are responsible to make sure your landlord knows about maintenance & repair issues.**

4 -Keep the rental unit clean. This is important as much for your health and safety as it is for your landlord's needs. By keeping a clean and tidy living area, you will be healthier and happier in your rental home. Clean the entire unit on a regular basis. Don't let clutter get out of control. Keeping the apartment clean will also make moving out easier when the time comes.

5 -Report Bed Bugs & Pests. Keeping the unit clean will help you avoid problems with bugs and pests. **If you do have an infestation in the unit, report it to the landlord right away.** Always follow the pest provisions within the lease agreement. Report any pest issue as soon as the problem is discovered, the earlier treatment the better the results for a good and thorough outcome.

6 -Notices. If you are moving out, you need to give notice to your landlord or property manager. Your lease agreement will provide guidelines on how much time you need to give and in what manner that notice **MUST be done.** If you **break a lease there may be fees and additional consequences.** Even if your rental term is up, you need to give notice that you are moving. The lease will list how many days you need to give prior to moving out.

7 -Changes or alterations. If you want to change anything while you're living in the unit, **you must have your landlord's permission.** Some examples of changes may include adding a new roommate, painting or changing the locks on the doors.

Being a Successful Tenant

Dealing with Emergencies

From time to time, you may have to deal with an emergency in your rental unit. **It's important to recognize the difference between an emergency and a situation that needs to be addressed, but is not an emergency.**

Some examples of emergencies when you need to contact your landlord right away:

- Any electrical problem, especially if there are sparks or fire.
- Any plumbing or water issue.
- Your front door or windows are broken and cannot be locked or secured.

Some examples of urgent but non-emergency situations:

- The dishwasher in your unit is not working properly.
- Your kitchen faucet is leaky.

In these types of situations, the landlord does not need to respond right away, but should respond in a reasonable amount of time.

In some situations, it *may* be more appropriate to call the police first and then contact the landlord.

- You see signs of illegal drug use in a neighboring unit.
- Your neighbors have loud music or other noise and it is escalating and getting out of hand.

When to Call 911:

Calling 911 should be used only by people experiencing emergency situations.

“Emergency Situations” are life-threatening or serious occurrences that necessitate the immediate aid of a police officer, fire fighter or medical personnel.

- **Call 911 if you or another person needs an ambulance and/or emergency medical assistance.** Emergency medical assistance is needed for people who are injured, such as in a car crash or who have a serious medical condition. A person who is unconscious or unresponsive, uncontrollably bleeding, having a hard time breathing or having chest pain needs an immediate medical response.
- **Call 911 if you see a crime.** Police officers will be sent to the scene.
- **Call 911 if there is a fire.** The fire department will be sent to the scene.
- **Call 911 if you notice suspicious behavior,** such as a stranger sneaking into your neighbor's house when they are absent. Call immediately if someone, especially a woman or a child, is being forced into a vehicle
- **Call 911 if you hear suspicious sounds.** Examples include breaking glass explosions, gunshots or screams, which can indicate an accident or a crime is occurring
- **Call 911 in case of a break-in, unwanted intruder or robbery.**

Being a Successful Tenant

Tenant Safety & Emergency Preparedness

Tips for Staying Safe:

- Keep hallways, stairways, and around the building clear.
Never store items or put trash in these areas.
This helps prevent falls, fires and other safety problems.
- Take the trash out often. Trash that piles up can be a health and fire hazard and can attract pests.
- Clean your living areas often to prevent mold, pests and sickness.
- Be careful with potential poisons; including cleaning products and medicines. Follow instructions for safe storage and keep them away from children's reach.
- Do not keep flammable liquids like gasoline and paint thinners in your home.
- Avoid using portable heaters.
- Maintain working batteries in smoke and carbon dioxide alarms.
- Use appliances only as they are intended.
- Do not let children use appliances without adult supervision.
- Be careful with electrical cords. Replace cracked or frayed cords right away. Keep cords out of walkways, avoid using extension cords and always use surge protectors.
- Alert your landlord if you suspect plumbing leaks or electrical problems.
- Do not smoke indoors. Keep lighters and matches away from children.
- Keep outside doors and windows locked and don't leave spare keys on the premises.
- Don't allow drug use in your home. Report suspected drug use to the landlord or property manager.

Preparing for Emergencies:

It is important to make sure that the entire family is prepared and informed in the event of a disaster or emergency. You may not always be together when these events take place and should have plans for making sure you are able to contact and find one another.

The **American Red Cross** 801-323-7000 has an emergency preparedness checklist which includes:

- Know which disasters are most likely to occur where you live.
- Have a family disaster plan.
- Have an emergency preparedness kit.

Be Ready Utah

Division of Emergency Management

PO Box 141710

1110 State Office Building

Salt Lake City, UT 84114-1710

Phone: 801-538-3400 Email: bereadyutah@utah.gov

www.utah.gov/beready/index/html

"Be Ready Utah" is the state's official emergency preparedness campaign managed by the Utah Department of Public Safety's Division of Emergency Management (DEM)



Emergency Housing Plan



Being a Successful Tenant

Bad Housing

If your landlord does not fix something that needs to be repaired, you have options. But be careful, you could end up getting evicted if you don't follow the proper steps. Make sure to reach out to a tenant resource listed in this toolkit if you need assistance with the form or have questions regarding bad housing.

The Fit Premises Act is the Utah law that governs housing conditions. Under this law, a landlord must provide safe and livable housing. This means the landlord must rent housing that is up to code. A faulty toilet, no hot water, a broken staircase, bare electric wires, and dangerous holes in the floor are all examples of things a landlord must fix. Your lease might include other items your landlord is responsible for fixing, such as appliances. Look to your lease to see what is covered. If you break something in your apartment or cause damage to the rental, you may have to pay for the repairs.

Let your landlord know right away if a repair needs to be made. It is best to tell your landlord in writing of any needed repairs. Speaking to your landlord may not be enough to protect your rights. Your lease may state how you are supposed to tell your landlord about repairs. Once your landlord is notified, set up a time for the repairs to be made.

Do not assume that the landlord knows about a condition just because it was there when you moved in. If you notice something that needs to be repaired when you move in, be sure to put this in writing so you cannot be held responsible for the issue later.

If the landlord refuses to fix a major problem in your rental, you may want to use a "Notice of Deficient Conditions." Only use this notice for problems that make your housing unsafe or unsanitary, including:

- No hot water
- A leaking toilet
- Broken windows
- Heating issues
- Electrical problems, etc.

To use the "Notice of Deficient Conditions," fill out what needs to be fixed and check which action you will take if the repair is not made. After you fill out the notice, give it to your landlord and keep a copy for yourself. This notice **MUST** be served to the Owner by: (1) giving it to the Owner or the Owner's agent/manager, or (2) sending it by certified mail to the owner's home or usual place of business or to the Owner's agent/manager, or (3) giving it to someone 14 or older at the Owner's home or business or agent/manager's office and sending a copy by regular mail, or (4) if no one is home or at the office, taping it on the Owner's home or office in a conspicuous location such as the Owner's or manager's front door. Once you give your landlord this notice, they may make the repairs, refuse to make the repairs, or end your lease because your housing is not fit to live in.

Bad Housing Cont.

YOU HAVE TWO OPTIONS AVAILABLE TO YOU WHEN YOU USE THE NOTICE OF DEFICIENT CONDITIONS: **Rent Abatement** or **Repair and Deduct**.

Rent Abatement

You must be current in your rent obligations under the lease. Rent abatement allows you to end your tenancy if the landlord does not take any steps to make the repairs within the time given in the notice. The law says your landlord has to return to you rent from the day you gave the notice to the end of the month and your security deposit. You may have to sue your landlord to enforce this law. You will have 10 days after the cure period expires to move out of your unit. Only use this option if moving out is something you can do. If you cannot move out, you may lose some protections.

Repair and Deduct

You must be current in your rent obligations under the lease. Repair and Deduct allows you to deduct the cost of repairs from your future rent payment if the landlord fails to make the repairs within the time on the notice. After the repairs are made, you must give your landlord copies of the receipts for the repairs. Receipts need to be given to your landlord within 5 days of when the next rent payment is due.

If you deduct the repairs from your rent, the landlord may say the repairs were unnecessary and may start an eviction case against you for not paying rent. Again, you may win the case, but in eviction case is risky and can hurt your ability to get future housing even if you win.

With Repair and Deduct, you cannot deduct more than the amount of two months' rent even if the repair costs more.

You have other options to get your landlord to make repairs, such as calling the local health department or building inspector, suing in Small Claims Court, or stating you will end your tenancy.

Sometimes calling the local health department or building inspector and having them inspect will get the landlord to make repairs. If the inspector finds code violations, the landlord will be ordered to fix the problems. If the problems are so bad, the inspector may condemn your housing. If this happens, you may be forced to leave. Your landlord cannot evict you for calling the building inspector. This is a retaliatory eviction and is illegal in Utah, but this can be difficult to prove in court. Make a note in a calendar to preserve the date and time you called the inspector to prove later that you did.

If the landlord does not respond to a written demand for the repairs to be made or from calling the inspector, you can sue your landlord in Small Claims for any inconvenience you suffered or any expenses you had. The judge in Small Claims CANNOT order the landlord to make repairs. It is for money only.

Bad Housing Cont.

If you are a month-to-month tenant, you can also give your landlord a written notice that you will end your tenancy if the repairs are not made. Look to your lease (even if it expired) to see how much notice you must give to your landlord before you can end your month-to-month tenancy. It may be 30 or 60 days. If you do not have a lease agreement, you need to give at least a 15 day notice. If your landlord still does not make the repairs after this notice, you can move.

Finally, you may want to consider mediation. Mediation is a process where you meet with your landlord and a third party, called a mediator, to try to work out a solution. Your landlord might not agree to go to mediation, but it can save both you and the landlord time and money. For mediation help in

Salt Lake County and remainder of the state call **Utah Community Action Program** at (801) 214-3109 or email mediation@utahca.org.

Summit and Wasatch counties contact **Mountain Mediation Center** at (435) 336-0060 or visit their website at www.mountainmediationcenter.org.

OWCAP Ogden-Weber Community Action Partnership Mediation at (801) 399-9281 opt. 2

Conditions may be so severe that you can no longer live in your apartment or the landlord cannot make the repairs while you are in the apartment. This is sometimes called a constructive eviction. A constructive eviction is when the conditions in your housing are so bad you are forced to move out. If your housing has serious problems and your landlord will not fix them, you do not have to stay if it is not safe. Serious problems include:

- No running water
- Sewage backing up in unit
- Flooding in unit
- No working furnace
- Major electrical problems, etc.



A landlord has a duty to fix major problems. If the problems are dangerous, you can give the landlord notice by any means possible, including by telephone. The landlord has 24 hours to start making the repairs after you give them notice. If your landlord refuses to fix major problems in your housing, you can break your lease and move. If you do this, the landlord may take you to court for rent they believe you still owe. But, if the conditions were so bad you could not live there, a judge may find that you don't owe anything.

Before you move out, you must give your landlord a chance to fix the problems. If you do not do this, a judge may order you to pay some rent. A judge could make you pay rent for the remainder of the lease if the judge finds you didn't have a good reason to move.

If you continue to live in the unit, you still have to pay rent. If you do not pay rent, your landlord may evict you. You cannot get free rent because the conditions are bad. A judge will almost always make you pay some rent.

Being a Successful Tenant

As a tenant in the state of Utah you have certain rights. Among your rights, is the right to fair housing under the **Federal Fair Housing Act** and also the right to a peaceful enjoyment and habitable living conditions under the **Utah Fit Premises Act**. You have certain rights in the eviction process and your landlord also has certain rights as a property owner.

The Right to Fair Housing

The **Federal Fair Housing Act** provides protection against housing discrimination based on any of the following:

- **Race**
- **National Origin**
- **Sex**
- **Family Status (families with children under 18)**
- **Religion**
- **Disability**



The **Utah Fair Housing Act** also protects individuals from discrimination on source of income, sexual orientation and gender identity. In the state of Utah, you have the right to select housing regardless of your source of income (for example, if you receive state, local, or federal government housing vouchers).

This means that families receiving subsidies **such as welfare, food stamps, or housing vouchers cannot be denied housing solely because they receive such assistance**. However, tenants can still be denied based on amount or stability of income and you may have to provide proof that you are actually receiving it. Victims of discrimination may use the State and Federal Fair Housing Acts to resolve problems and disputes.

What is Housing Discrimination?

Housing discrimination doesn't always mean having a door slammed in your face or a bigoted remark directed at you. It could be something as simple as being politely turned away from the housing of their choice, even though they qualify. **The following are some examples of possible discriminations:**

- A woman with a disability who uses an assistance animal was refused a rental unit in an apartment with a "no pets" policy, or the landlord called her doctor to dispute her need for the animal.
- A mom with two kids asks about a rental unit, but is told that the complex is too quiet for families and should look elsewhere.
- A young family is denied the chance to use their Section 8 voucher at an apartment they want to rent, they are told the landlord "doesn't accept housing vouchers."
- A Hispanic man is told that an apartment is no longer available but then a white man is told the apartment is still available.
- A man with a disability that receives Social Security is told that he cannot rent an apartment without any income.
- Two African American men without any lease violations were evicted by a landlord who terminated their leases and immediately leased the unit to white tenants

Being a Successful Tenant

How do I know if my problem is covered by the Fair Housing Act? Are there exceptions?

The Fair Housing Act covers MOST housing. However, some very small landlords that do not use professional services are exempt. These small landlords not covered by the Act include owner-occupied buildings with no more than four rental units and a single-family homes, where the landlord is not a corporate entity and does not use a broker or property management services.

Based on your protected class status, the Fair Housing Act says it may be against the law for a landlord to:

- Refuse to sell or rent you housing.
- Set different terms, conditions, or privileges when it comes to the sale or rental of a dwelling.
- Tell you housing is not available, when really it is.
- Only show you apartments in certain neighborhoods.
- Provide you different housing services or facilities.
- Advertise housing property only available to certain groups of people.
- Refuse to let you make reasonable modifications to your dwelling or common use areas if it is necessary for you to be able to use and enjoy your housing. These modifications are usually at your expense.
- Refuse to make reasonable accommodations in policies, practices, rules, or services if it is necessary for you to use the housing on an equal level as people who do not have a disability.
- Intimidate, harass, coerce, or interfere with someone exercising or assisting you with your fair housing rights.

Anyone who believes that they have been the victim of housing discrimination should call the Fair Housing Program at the Disability Law Center for free legal information. 801-363-1347

This program is open to members of any of the protected classes (race, color, religion, national origin, sex, family status, disability, source of income, sexual orientation, or gender identity) The Fair Housing Program provides free legal advice and legal representation (in Court, with Housing Urban Development (HUD) and the Utah Antidiscrimination & Labor Division (UALD), which includes mediation, representation in a fair housing complaint, and referrals where appropriate.

Disability Law Center

205 North 400 West

SLC, UT 84103

801-363-1347

Toll Free: 800-662-9080

Email: fairhousing@disabilitylawcenter.org

www.disabilitylawcenter.org

Being a Successful Tenant

Utah Antidiscrimination & Labor Division

Retaliation:

State and Federal law prohibits housing providers from retaliating against individuals for filing a fair housing complaint. The UALD fully investigates all allegations for retaliation against those that have exercised their fair housing rights or assisted others in doing so.

Filing Deadlines:

To file a claim under Utah law with UALD, you must file your claim within 180 days of the alleged discrimination. To file under federal law with the U.S. Department of Housing and Urban Development (HUD), you must file your claim within one year. The UALD can give the HUD form to you. All complaints filed with the UALD are also considered filed with HUD.

To file through the court system, you must file within two years of the alleged discrimination and you will need to hire your own private attorney. You may not pursue a private court action at the same time as you have a complaint filed with the UALD and/or HUD. The goal of the UALD is to resolve charges of housing discrimination as quickly as possible. They use mediation techniques to bring cases to a successful conclusion, saving time and money for both parties.

The Federal Fair Housing Act states that you have the right to file a complaint. The Fair Housing Program can help you through this process.

If you want to file a complaint on your own, you can contact Utah Antidiscrimination and Labor Division (800-222-1238) or an online questionnaire at: <https://laborcommission.utah.gov/forms/housingforms/html> In addition, you can contact the U.S. Department of Housing and Urban Development (800-669-9777),



Utah Antidiscrimination & Labor Division

160 East 300 South, 3rd Floor

P.O. Box 146600

SLC, UT 84114-6600

801-530-6800

Toll Free: 800-222-1238

Email: discrimination@Utah.gov

Business Hours: M-F 8am-5pm

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

2- Deficient Electrical Systems.

3- Deficient Heating

4- Deficient Plumbing conditions

5- Deficiency in Hot & Cold water

6- Unmaintained or Malfunctioning Air Conditioning Systems.

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.

Being a Successful Tenant

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.



Preparing to Leave

Here is everything you should know when preparing to move out of your apartment.

Review your lease

Not only does your rental agreement detail how long you live at a property, but it also outlines your responsibilities when the term of your lease comes to an end. Landlords often require a written notice to vacate, which is a formal lease termination letter, between 30 and 60 days before your planned departure—but your lease will indicate the exact timeframe.

In addition, the lease may indicate specifics including who is responsible for cleaning the property and other requirements for moving out.

Assess the state of your apartment

Well before your landlord's final walkthrough, take the time to assess any existing damage to your apartment and create a repair plan. Normal wear and tear is expected and acceptable in most cases, but you're responsible for repairing any holes, dents, scratches or breaks made by you or your guests during your lease term.

Give yourself plenty of time before your moving day to make these repairs. You should also work with your management company or landlord to identify items they will fix—including plumbing, electrical and other general repairs.

Prepare to update your address on financial items or services

If you've been living in the location long enough, you'll likely have service contracts, subscriptions, financial documents and other personal items tied to your current address. Common changes include:

- **Utilities:** Inform your service providers that you're moving and arrange for those services to be either disconnected the day after your move or transferred to your new home in time for your move-in day. Utilities of note include internet, cable, phone, gas, electricity and water.
- **Insurance:** Contact your insurance company to let them you you'll be moving so they can transfer your policy to your new home the day you move out.
- **Government-issued I.D. and Credit Cards:** When you have proof of your new address (i.e., a signed lease agreement) you'll need to update your address on several notable documents, including your I.D. and credit cards.
- **Landlord:** Provide your address so that they can return your security deposit.
- **Employer:** When you move, you need to update your address with your employer in case of emergency or so they can send you important workplace or retirement notices.
- **Subscriptions:** Update your address for any recurring subscriptions you may have.

Preparing to Leave

The Eviction Process

Most tenancies will end when renters give notice of their intent to move as outlined in their leases agreement. However, tenancy can end in eviction. **Eviction is a process that legally ends your tenancy in a rental unit.**

A landlord can evict a tenant for a number of reasons, **including illegal activities, nonpayment of rent or violation of the terms of the lease agreement.** A landlord cannot begin an eviction lawsuit in court without first giving you written notice of your eviction

In Utah a landlord **must provide a WRITTEN notice before beginning eviction proceedings with the court.**

These notices most often direct the tenant to pay overdue rent or to stop violating terms of the lease agreement. **Types of written eviction notices include:**

- **3 day notice to pay or vacate—3 business days**
- **3 day notice to comply with lease or vacate—3 calendar days**
- **3 day notice to vacate for nuisance**
- **5 day notice to vacate to tenant at will**
- **15 day notice to vacate (notice to vacate by end of lease)**

If the tenant has NOT vacated before the notice period ends (also known as the “cure” period), the landlord can file an eviction lawsuit against the tenant in court. If the tenant has no defense to the eviction and has NOT vacated the premise, the tenant is said to be “unlawfully detaining” the rental unit.

How can I avoid eviction?

The best way to avoid eviction is to **pay rent on time and follow the terms of the lease agreement..**

Do not conduct illegal activities or allow others to break the law in your rental unit. You should also maintain a good business relationship with your landlord or property manager so if you do have problems with rent payments or complying with the lease, they will be more likely to work with you.

What should I do if I get an eviction notice?

Contact your landlord immediately. If you owe rent but can pay it soon, you can ask the landlord to agree to a written repayment plan. Be aware that the landlord does not have to agree to a repayment plan. If the issue is a different type of violation, make sure you clearly understand what the issue is so you can address it.

DON'T WAIT!!! Get legal help as soon as possible and **COMMUNICATE** with your landlord, owner or property manager to determine what options may be available.

You can also call 2-1-1, the information and referral service. Some social service agencies have limited funds to provide rental assistance in some cases. **If you want to try mediation with your landlord,** you can contact Utah community Action’s Landlord Tenant Mediation Program at 801-214-3209. Utah Dispute Resolution at 877-697-7175, Mountain Mediation Center (Park City, Summit, and Wasatch Counties) at 435-336-0060, or OWCAP Ogden-Weber Community Partnership at 801-399-9281 opt 2

Preparing to Leave

Types of Eviction

Failure to Pay Rents - Three Day Pay or Quit - Utah Three Day Eviction Notice to Pay or Quit - The most used Utah eviction notice. It is used when you are behind on payments owed under the lease agreement (rents, late fees, deposits, etc.) and provides a three business day window for the you to (1) pay past due amounts to bring lease agreement current, or (2) vacate the property.

Lease Termination - No Cause Notice to Vacate - Utah No Cause Notice to Vacate - A “No Cause” notice can be used if the lease agreement is coming to an end and the landlord wants you to move out when the lease period is over. If you are on a month-to-month agreement, this notice would require you to leave by the end of the next full month.

Lease Violations - Notice to Comply or Vacate - Utah Three Day Eviction Notice for Lease Violations - This notice is used when you are not complying with the lease (i.e. too many guests or parking non-functioning cars in common area, etc.).

Nuisance - Utah Three Day Eviction Notice for Nuisance - Use this notice when you are maintaining a nuisance. What is a nuisance? Any action or inaction which interferes with another’s comfortable enjoyment of their life or property. A nuisance can also be anything which injures health, is indecent, offensive to the senses, etc.

Assigning or Subleasing - Utah Three Day Eviction Notice for Assigning or Subleasing - Use this notice if you have assigned or subleased your property in violation of the lease. It requires you and any subtenants to vacate the property within three days of being served the notice.

Criminal Acts - Utah Three Day Eviction Notice for Criminal Acts - Certain criminal acts provide a landlord with the grounds to evict their tenants. This notice is given if your criminal actions cause risk of health, safety, sanitation, or damage to the property, other tenants or neighbors.

Tenant At Will - Utah Five Day Notice to a Tenant At Will - A "Tenant At Will" is someone that does not have the landlord’s permission to reside in the property.

Unlawful Business - Utah Three Day Eviction Notice for Conducting Unlawful Business - This notice is given if you set up or carry on any unlawful business on or in the premises.

Waste (Damage) to Property - Utah Three Day Eviction Notice for Committing Waste - This notice is given if you have committed or permitted waste on the premises (meaning you are damaging your property but are not necessarily a nuisance).

Abandoned Personal Property - This form is given when you have vacated the property and left personal belongings behind.

Preparing to Leave

What if I don't understand why I am being evicted?

Utah court proceedings require landlords to provide tenants with a clear and concise explanation of why they are being evicted before heading to court. You should talk to your landlord as soon as you get a notice to find out what the problem is and how you might be able to fix it.

If you have no good defense to eviction, you will have to move out. You can try to negotiate with the landlord by agreeing to move out on a certain date in the very near future (such as one week) in exchange for the landlord not filing an eviction action against you through the court.

The landlord does NOT have to agree to negotiate with you and AFTER the initial notice period, does NOT have to accept monies toward the rental amount. The landlord also does NOT have to accept partial rental amounts during the cure period but can choose to do so if they choose to work with you and your lease.

There may be legal consequences if you stay longer than the notice to vacate time-period.

What if I move out during the notice period?

The landlord cannot file an eviction lawsuit against you if you have already moved out. The landlord can still file a collection action against you for unpaid rent and damage to the property. Such as a debt collection action which can result in garnishment of your wages if it is not paid. In addition, if you are served with a Summons and Complaint for a debt collection matter, you MUST respond to the court or you could face the default judgement in this action as well.

Always Respond to Any Court Notice

WARNING



If you are served with a Summons and Complaint for eviction, there is very little time to respond (usually only 3 days)

If you get a Summons and Complaint and do NOT respond to the court, a judgement will be entered against you “by default”. This means you will be evicted AND a judgement will be entered and you will be ordered to pay the money asked for the Complaint filed against you.

If you are in a low-income household, a subsidized rental property, a mobile home part tenant, a senior citizen, or the victim of domestic violence, please utilize the listings in the back of this Toolkit under Legal Resources to assist you.

Preparing to Leave

How will an eviction lawsuit affect me?

Once an eviction action is filed, it is a permanent record. Landlords often do background checks when someone fills out an application to be a tenant. Some landlords will not rent to people against whom an eviction action has been filed, even when the defendant wins or the case is dropped. **Some employers also take evictions on a background check into consideration in the hiring process.**

If the judge determines that the tenant stayed in the property without a legally valid reason after the notice period then the landlord **can be awarded damages for each day the tenant stays, 3-months rent as well as attorney fees, court costs, all unpaid rent, and late fees.**

Court judgements negatively affect your credit score. If the landlord gets a monetary judgement. The landlord **can garnish wages** or take non-exempt **property and sell it to help pay off the judgement.**

Need more information?

Visit www.utcourts.gov/selfhelp and click on the “Housing” link.

You can find helpful links to

- Respond to an eviction case
- Demand a return of your security deposit
- Request repairs to your unit
- And more

Need help from a human being? Contact the Utah State Courts’ Self-Help Center:

Email selfhelp@utahcourts.gov

Text: 801-742-1898

Call 888-683-0009

The self Help Center is a **free service** of the Utah State Courts

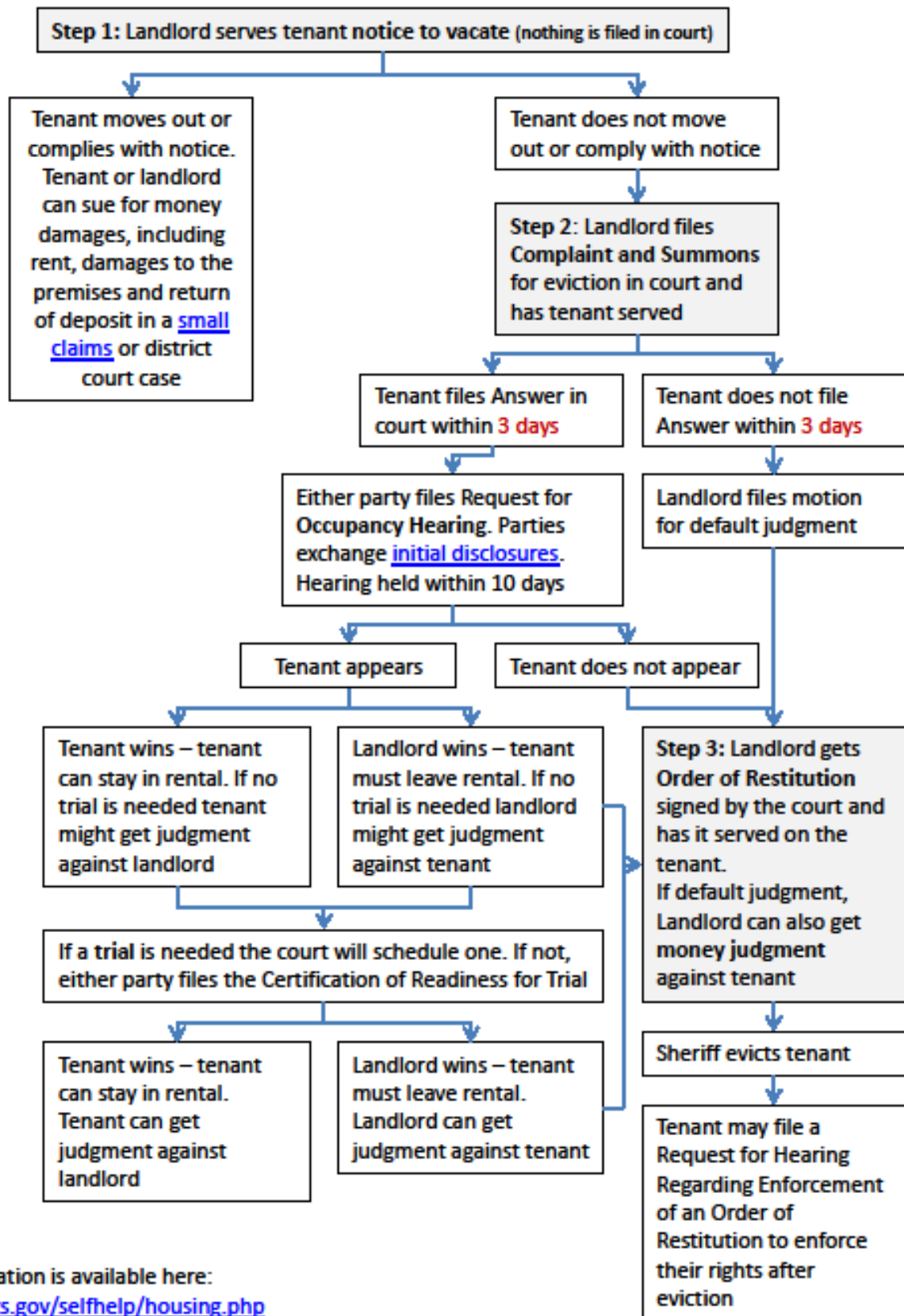
Open:

Monday to Friday, 11:00 am to 5:0 pm

Staff can give legal information and connect you to other resources.

The Eviction Process In Utah

Eviction roadmap



More information is available here:
www.utcourts.gov/selfhelp/housing.php

Revised January 2021


Get [help](mailto:selfhelp@utcourts.gov) at selfhelp@utcourts.gov or 888-683-0009

Need Legal Help?

Start Here!

www.utcourts.gov/selfhelp

Find information about:

 Divorce, Custody
and Child Support

 Protection from Abuse

 Eviction

 Debt Collection

 Guardianship

 Expungements



This is a free service
of the Utah State Courts

Ensuring justice for all

Revised January 2019

¿Buscando ayuda legal?

¡Empieza aquí!

[https://www.utcourts.gov/
selfhelp/index-sp.php](https://www.utcourts.gov/selfhelp/index-sp.php)

Encuentra información sobre:

 Divorcio, Custodia y
Manutención de menores

 Protección contra el maltrato

 Desalojo

 Cobro de deudas

 Tutela

 Expurgación de
antecedentes penales



Esto es un servicio gratis
de los Tribunales de Utah

Asegurando justicia para todos

Revised January 2019

Preparing to Leave

If a tenant abandons their apartment the owner may retake and rent at a fair rental value

The Tenant is liable:

- For the entire rent due for the remainder of the term; plus their portion of the rent for that month, fees accrued to rent apartment, cost to restore property back to the condition it was originally rented minus wear and tear.
- For rent accrued during the period necessary to re-rent the premises at a fair rental value.

If a Tenant abandoned the apartment and left personal property:

The owner shall:

- Post a notice & send by first class mail to last known property that the apartment is considered abandoned.

The owner is entitled to:

- Remove the property from the dwelling, store it for 15 days from the date of the notice, and recover actual moving and storage costs from the tenant.

The tenant can:

- Recover ID and legal documents, all medically needed items and clothing from storage without paying within 5 calendar days.

The tenant must:

- Make payment of all costs of inventory, moving, and storage to the owner.
- Retrieve the property within 15 calendar days from the date of the notice.

An owner must:

- Give an extension for up to 15 calendar days, beyond the 15 calendar day limit to recover their property, if a tenant provides:
 - A copy of a police report or protection order for situations of domestic violence.
 - Verification of an extended hospitalization from a verified medical provider.
 - Death certificate obituary for a tenants death, provided by an immediate family member.
 - Or no court hearing on the property is pending.

If the tenant has made no reasonable effort to recover the property

The owner is entitled to:

- Not store certain abandoned personal property.
- Sell the property at a public sale and apply the proceeds towards any amount the tenant owes.

Preparing to Leave

Abandonment Cont.

- Notice of any public sale shall be mailed to the last known address of the tenant at least Five calendar days prior to the public sale.
- Donate the property to charity if the donation is a commercially reasonable alternative.

If the tenant is present at the public sale:

- The tenant may specify the order in which the personal property is sold.
- The owner may sell only as much personal property necessary to satisfy the amount due.
- Under the lease agreement and statutorily allowed damages, costs, and fees associated with the abandoned items; and any unsold personal property shall be released to the tenant.

If the tenant is not present at the public sale:

- All items may be sold; and
- Any amount over the amount due to the owner shall be paid to the tenant at current known address.
- If not known, any surplus shall be disposed of in accordance with, Unclaimed Property Act.

How to Get Your Deposit Back

The landlord must return to the tenant any refundable deposit and pre-paid rent once the tenancy has ended, subject to some conditions.

Deposits are considered refundable unless they were designated as non-refundable - in writing - at the time the landlord took the deposit from the tenant.

Deductions From Deposits

Once the tenancy has ended, the landlord can deduct from the deposit:

- payment of rent,
- damages beyond reasonable wear and tear,
- cleaning, and other costs provided for in the contract.

If the landlord deducts any amount from the deposit, they must provide the tenant with a written, itemized list of those deductions.

How soon the deposit must be refunded

The landlord must refund the deposit within 30 days after the tenancy has ended. The refund must be delivered to the tenant's last-known address. The tenant should be sure to notify the landlord of their current address.

Preparing to Leave

In addition to the deposit refund, the landlord must provide:

The balance of any prepaid rent, and a written notice itemizing and explaining any deductions from the deposit or prepaid rent.

If the landlord does not follow the law about refunding deposits

If the landlord does not return the tenant's deposit within 30 days, or if the landlord does not provide an itemized list of deductions, the tenant may give the landlord (or their agent) a Tenant's Notice to Provide Deposit Disposition.

Serving the Tenant's Notice to Provide Deposit Disposition

The Tenant's Notice to Provide Deposit Disposition can be given to the landlord ("served") one of these ways:

- by delivering a copy to the owner (or their agent) personally at the address provided in the lease agreement;
- if the owner or the owner's agent is not at the address provided in the lease agreement, by leaving a copy with a person of suitable age and discretion at the address; or
- if a person of suitable age or discretion cannot be found at the address, by affixing a copy in a conspicuous place at the address provided in the lease agreement; or
- by sending a copy through registered or certified mail to the owner (or their agent) at the address provided in the lease agreement.

If the landlord does not comply with the Tenant's Notice to Provide Deposit Disposition

The landlord has 5 business days to comply with the Tenant's Notice to Provide Deposit Disposition. If they do not, the tenant can sue the landlord for these things:

- The full deposit - if the landlord doesn't return the balance of the tenant's deposit;
- The full amount of prepaid rent - if the landlord doesn't return the balance of the tenant's prepaid rent; and
- A civil penalty of \$100.
- If the court finds the landlord acted in bad faith, it can also award the tenant court costs and attorney fees.

EVICITION EXPUNGEMENT IN UTAH

Expungement of Eviction by Petition

Starts July 1st, 2022

- There is no time limit to request the EXPUNGEMENT
- You will be expunged after Satisfaction of Judgment
- You need to oversee your case and ensure the eviction is expunged

- It can look back to the past. You can ask the court to do an expungement if you qualify for it
- There is no time limit to request this expungement
- Only a district court judge can order the expungement of an eviction

There are two types of evictions considered to expunge

- Non-payment of rent
- If the person stayed past the end of the lease

- Not every case can be expunged, I need to review the Self-Help representation Page
- After submitting the documentation requested to the court, the landlord will have 60 days to respond if they agree or not with the expungement

Any judgment needs to be satisfied before the petition:

For example: If my client owes past rent to the landlord, they will have to pay the debt before they can fill out the expungement and have the proof

Stipulated Expungement

Starts July 1st, 2022

- You need to agree with the plaintiff and in writing on the agreement
- Your eviction will be expunged after Satisfaction of Judgment
- You need to oversee your case and ensure the eviction is expunged

- It can look back to the past. You can ask the court to do an expungement if you qualify for it
- There is no time limit to request this expungement
- Only a district court judge can order the expungement of an eviction

Before you go to court for the eviction you can stipulate and agree with the other party (the plaintiff/landlord) on paper!

Very Important to Remember

- You will need to make this action at the time of the agreement and have it in writing!
- After submitting the documentation requested to the court, the landlord will have 60 days to respond if they agree or not with the expungement

Any judgment needs to be satisfied before the petition:

For example: if my client owes past rent to the landlord, they will have to pay the debt before they can fill out the expungement and have the proof.

Automatic Expungement

Starts July 1st, 2025

- You will be able to have it:
- If the case was completely dismissed
 - If there are no pending appeals
 - If the person has 3 years since the eviction was filed

The main requirements need to be completed:

- Satisfaction of agreement
- Documentation that proves the agreement was satisfied, for example; payments made to the other party.

- Advocates, CBO's, and lawyers are working with the courts to streamline a comprehensive process

We do not have an accountability process created for the other party (Landlord)

U T A H H O U S I N G



C O A L I T I O N

www.utahhousing.org

Sexual Harassment is Illegal!

Fair Housing is Your Right.

You should never have to choose between *Your home* and *being sexually harassed*.

If your landlord, rental manager, or anyone else with control over your housing:

Commented on your
body or looks



Threatened to evict
you unless you had
sex

Touches you without
your consent

Asked for sexual
favors in exchange
for renting to you

Asked for sexual
photos of you before
making repairs

Talked about sex,
showed you porn,
exposed self

Even if you said “yes.”

Even if you have a criminal history.

Even if you have been evicted.

Even if you were behind on your rent.



This may be sexual harassment.

Contact the U.S. Department of Justice, Civil Rights Division.

You can reach us by email at fairhousing@usdoj.gov.

You can call us at 1-844-380-6178. TTY: 202-305-1882



Resources

For a more detailed list of services visit
www.uw.org/211 or dial 2-1-1

General

2-1-1 Information & Referral

Child Care

Child Care Resources & Referral 801-355-4847
 Family Support Center 801-487-7778
 Salt Lake CAP Head Start 801-799-1122
 Utah Afterschool Network 801-359-2722
 UT Head Start Collaboration Office 385-831-8334

Disabilities

Dial 7-1-1 for Relay Services
 Access Utah Network 800-333-8824
 Disability Law Center 801-363-1347
 Utah Division of Services for People with Disabilities 801-538-4200
 Utah State Office of Rehabilitation 801-957-8200
 Utah Independent Living Centers (ULIC) 801-466-5565
 Roads to Independence (Ogden) 801-612-3215
 Options for Independence (Logan) 435-753-5044
 Ability First Utah (Provo) 801-373-5044
 ULIC (Tooele) 435-843-7353
 Active Re-entry (Price) 435-637-4950
 RRCI (St. George) 435-673-7501

Domestic Violence

Domestic Violence Information Line 800-897-5465
 National Domestic Violence Hotline 800-799-7233
 Utah Domestic Violence Council 801-521-5544
 South Valley Services (24-Hour Helpline) 801-255-1095---text HELP 385-266-6208
 YCC Family Crisis Center (Ogden) 801-394-9456
 YWCA Shelter 801-537-8600

Emergencies & Disaster Relief

American Red Cross - Utah Region 801-323-7000
 Dial 9-1-1 for Emergency Response
 Lutheran social Services of Utah 801-588-0139

Utah Poison Control Center 800-222-1222

Employment

Job Corps Clearfield Center 801-774-4000
 Job Corps Ogden Center 801-479-9806
 LDS Employment Resources Center 801-240-7240
 Utah Department of Workforce Services 888-920-9675

Food Assistance

Crossroads Urban Center 801-364-7765
 Jewish Family Services 801-746-4334
 LDS Church Welfare Square 801-240-7320
 Utah DWS,, Food Stamps/SNAP 866-435-7414
 Salt Lake Food Distribution Center 801-746-4334
 Park City 435-731-8455
 I.J & Jeaneen Wagner Community Center 801-581-0098
 Utah Food Bank 801-978-2452
 Utahns Against Hunger 800-453-3663
 For additional information by county visit
<https://www.uah.org> under **get help**

Household Items & Clothing Assistance

Catholic Community Services 801-977-9119
 Crossroad Urban Center 801-364-7765
 Deseret Industries deseretindustries.lds.org
 Habitat for Humanity ReStore 801-263-0136 x 1
 The Salvation Army 801-988-4204

Health Care & Mental Health

Children's Health Insurance Program (CHIP) 877-543-4669
 Family Dental Plan 801-715-3400
 Health Clinics of Utah 801-715-3500
 Medicaid 800-662-9651

Resources

National Alliance on Mental Illness-Utah	435-893-0700
801-323-9900	
Planned Parenthood	800-230-7526
Salt Lake Donated Dental Service	801-983-0345
Salt Lake Valley Health Department	385-468-4225
Utah Partners for Health	801-250-9638 x 133
VA Medical Center (Veterans Affairs)	801-528-1565
Valley Mental Health	888-949-4864

Homelessness

Utah Community Action	801-359-2444
Homeless Resource Centers Information Line	
801-990-9999 Intake Line	
Family Promise of Salt Lake	801-961-8622
Salt Lake City Rescue Mission	801-355-1302
St. Annes Center	801-621-5036
St. Vincent de Paul Resource Center	
(Weigand Center)	801-363-7710 x 1418
Gail Miller Resource Center	801-990-9999
The Road Home	801-359-4142
The Road Home-Midvale	801-569-1201
Volunteers of America - Utah	801-363-9414
Volunteers of America—Women	801-893-6678
YCC Family Crisis Center (Ogden)	801-394-9456

Homeowner & Financial Counseling

AAA Fair Credit Foundation	801-483-0999
Bear River Association of Governments	423-752-7242
Mountainlands Community Housing Trust	
	435-647-9719
Neighborhood Housing Solutions (Logan)	
	435-753-1112
NeighborWorks of Provo (Housing Services)	
	801-375-5820
Ogden-Weber Community Partnership (OWCAP)	
	801-399-9281 opt. 2
NeighborWorks of Salt Lake	801-539-1590
Self Help Homes	801-375-2205
Salt Lake Valley Habitat for Humanity	
	801-263--0136
Weber/Davis Counties Habitat for Humanity	
	801-393-3287
Six County Association of Governments	

Uintah Basin Association of Governments	435-722-4518
USDA Rural Development-Self Help & Loans Programs	801-524-4321
Utah Housing Corporation	801-902-8200

Minorities, Immigrants & Refugees

Asian Association of Utah	801-467-6060
Center for Multicultural Health	206-461-6910
Centro Civico Mexicano	801-388-0785
Centro de la Familia De Utah	801-521-4473
Comunidades Unidas	801-487-4145
English Skills Learning Center	801-328-5608
Indian Training & Education Center	801-973-6484
Indian Walk-In Center	801-486-4877
International Rescue Committee	801-328-1091
Multicultural Legal Center	801-541-9291
Utah Office of Multicultural Affairs	801-245-7211
Utah Refugee Employment & Community Center	
	801-412-0577
Catholic Community Services	801-977-9719

Housing Authorities

Beaver Housing Authority	435-438-2935
Housing Authority of Southeastern Utah	
	435-259-5891
Davis Community Housing Authority	
	801-451-2587
Cedar City Housing Authority	435-586-8462
Emery County Housing Authority	435-381-2902
Housing Authority of Carbon County	435-637-5170
Housing Authority of SLC	801-487-2161
Housing Authority of the City of Ogden	
	801-627-5851
Housing Connect	801-284-4420
Millard County Housing Authority	435-864-2908
Myton City/Uintah Basin Housing Authority	
Roosevelt	435-722-3952
Myton City/Uintah Basin Housing Authority Venal	
	435-781-4156

Resources

Provo City Housing Authority 801-900-5676
 Roosevelt City Housing Authority 435-722-5858
 St. George Housing Authority 435-628-3648
 Tooele County Housing Authority 435-882-7875
 Utah County Housing Authority

801-373-8333 x108

West Valley City Housing Authority
 801-963-3320

Association of Governments

Bear River Association of Governments
 435-752-7242

Five County Association of Governments
 435-673-3548

Mountainlands Association of Governments
 801-229-3800

Six County Association of Governments
 435-896-9222

Southern Utah Association of Governments
 435-637-5444

Uintah Association of Governments 435-722-4518
 Wasatch Front Regional Council 801-363-4250

Housing & Rental Resources

Utah Community Action 801-359-2444
 Danville Development 801-565-0700
 Community Housing Services 801-328-1081
 Catholic Community Services of Utah 801-977-9119
 Volunteers of America Utah 801-363-9414
 Crossroads Urban Center 801-364-7764
 Utah Non-Profit Housing Corporation 801-364-6117
 Utah Application Fee Dispute Fund
<https://utahapplicationdisputefund.org>

Legal Resources & Alternatives

People's Legal Aid 801-477-6975
 Disability Law Center 801-363-1347
 Multicultural Legal Center 801-468-1183
 Park City Mountain Mediation Center
 435-336-0060

Utah Community Action
Landlord/Tenant Mediation 801-214-3109

Utah Dispute Resolution 877-697-7175
 Utah Labor Commission—Anti-discrimination & Fair
 Housing 800-222-1238
 Utah Legal Services 801-328-8891
 Utah State Bar Association – Attorney Referral
 801-531-9077

Non-Profit Legal Services of Utah 385-419-4111
 Legal Aid Society of Salt Lake 801-328-8849
 And Justice for All 801-924-9000 x 3182
 Utah State Courts Self-Help Center
 888-683-0009 or 801-742-1898 text
 Timpanoga Law Center 801-649-8895

Seniors

Aging Services Call 2-1-1 for your County Services
 Salt Lake County Aging Services 385-468-3200
 AARP of Utah 866-448-3616
 Lutheran Social Services of Utah 801-588-0139
 Social Security Administration 800-772-1213
 Disability Law Center 801-363-1347
 Utah Division of Aging & Adult Services
 801-538-3910

Senior Housing

Housing Authority of Salt Lake City 801-487-2161
 Community Housing Services Inc 801-328-1050
 Danville Development 801-565-0700
 Utah Non-Profit Housing Corporation
 801-364-6117

Senior Food Assistance

Meals On Wheels Salt Lake City 385-468-3200
 Meals on Wheels Logan 435-755-1722
 Meals on Wheels Brigham City 435-226-1450
 Meals on Wheels Price 435-637-5444
 Meals on Wheels Vernal 435-789-2169
 Meals on Wheels Roosevelt 435-722-4518

*For a complete list by county visit Utahns Against
 Hunger at <https://www.uah.org> under **get help***

Resources

Statewide Community Action Programs

Utah Community Action (Salt Lake County & Tooele)	801-359-2444
Bear River Association of Governments	435-752-7242
Community Action Services and Food Bank	801-373-8200
Family Connection Center	801-771-4642
Open Doors–Davis County	801-773-0712
Five County Community Action Partnership	435-673-3548
Ogden-Weber Community Action Partnership	801-399-9281
Open Doors	801-773-0712
Six County Association of Governments	435-893-0700
Southeastern Utah Association of Governments	435-637-5444
Uintah Basin Association of Governments	435-722-4518
Community Action Partnership of Utah	801-433-3025
Salt Lake County Community Services	385-468-4880

LGBTQ+

Utah Pride Center	801-539-8800
Encircle	801-613-7305
U of U LGBTQ+ Resource Center	801-587-7973

Government Resources

Consumer Financial Protection Bureau	855-411-2372
Utah Attorney General's Office	801-366-0260
Utah Department of Workforce Services, Program Eligibility	866-435-7414
Utah Division of Consumer Protection	801-530-6601
Utah Labor Commission	801-530-6800

Utilities


HEAT Utility Assistance Program	866-205-4357
REACH Utah Utility Assistance	866-674-6327
Rocky Mountain Power	888-221-7070
Dominion Energy (aka Qwestar Gas)	800-323-5517
Intermountain Gas	208-547-2133

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6 FREE PROGRAMS

Adult Education



Classes and educational resources to gain employment and increase wage-earning potential.

- Child Development Associate (CDA)
- Job Readiness
- Financial Literacy

Case Management & Housing



Assistance to obtain and maintain housing for those experiencing a temporary financial crisis.

- Deposit and emergency rental assistance
- Landlord mediation
- Case Management
- Homelessness services

Head Start Preschool



Early Head Start (ages 0-3) and Head Start (ages 3-5) prepare children for school and future success.

- Highly-trained teachers
- Nationally recognized, award-winning program
- 3.5-hour, 6 hour, and full-day options
- Healthy meals provided
- Over 40 locations

HEAT



Power, gas, and water bill assistance, energy conservation education, and budget counseling.

- Seasonal assistance up to \$700
- Crisis Assistance for qualified crisis

Nutrition



Healthy meals for children and seniors, with an emphasis on food security through our Central Kitchen.

- Central Kitchen provides meals to our Head Start children and community partner sites
- Summer dinner program provides free meals for children ages 0-18
- Senior center meals provided at three locations

Weatherization



Home repairs and upgrades to decrease energy costs, increase energy-efficiency and improve indoor air quality.

- Home repairs and upgrades
- Energy education



51,482 people served in 2022.

APPLY ONLINE • WWW.UTAHCA.ORG • (801) 359 2444

Sample request for Application Fee Refund Form

Found at [www.https://utahapplicationdisputefund.org/](https://utahapplicationdisputefund.org/)

I, , am requesting a refund of the application fee and/or
deposit I paid on (date), because at the time I paid the application fee and or
deposit, the unit I was applying for had already been rented or there were qualified applicants
ahead of me who have been or will be approved for the unit.

Amount paid (attach copy of receipt or bank statement)

No file chosen

Information About Landlord/Rental Unit

Information About Refund Requestor

Additional Information (Required)

Please describe why you believe you were
improperly charged an application fee

☐ I certify, under penalty of perjury under Utah state law, that the information entered above
is accurate and truthful.

Please Enter Full Legal Name

S U B M I T

SOCIAL



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TENANT'S NOTICE TO PROVIDE DEPOSIT DISPOSITION

TO:

(owner or owner's agent's name)

RE:

(address of rental property)

NOTICE IS HEREBY GIVEN THAT WITHIN FIVE (5) CALENDAR DAYS pursuant to Utah Code Sections 57-17-3 et seq., the owner or the owner's agent must provide the tenant, at the address below, a refund of the balance of any security deposit, the balance of any prepaid rent, and a notice of any deductions from the security deposit or prepaid rent as allowed by law.

NOTICE IS FURTHER GIVEN that the tenant vacated the property on _____ (date).

NOTICE IS FURTHER GIVEN that failure to comply with this notice will require the owner to refund the entire security deposit, the full amount of any prepaid rent, and a penalty of \$100. If the entire security deposit, the full amount of any prepaid rent, and the penalty of \$100 is not tendered to the tenant, and the tenant is required to initiate litigation to enforce the provisions of the statute, the owner may be liable for the tenant's court costs and attorney fees.

Tenant's Name(s):

Mailing Address

City, State, Zip

This is a legal document. Please read and comply with the document's terms.

Date: _____

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

(Renter's Signature)

_____/_____/20_____
(Date)

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

Guiding Principles of Renting in Utah

- Always Pay Your Rent
- No, Seriously, Always Pay Your Rent
- Do Everything in Accordance with Your Lease
- If it's Not in Writing, it Didn't Happen
- Landlord Lock-Outs Are NEVER Allowed, Lawful Eviction Requires Court Papers
- If You are Month-to-Month Tenant, Your Rights to Continue Occupying the Apartment is Severely Limited
- When Vacating an Apartment, Make Sure the Landlord Has a Mailing Address for You
- Disability, Advanced Age, and Extreme Poverty are not Defense for Eviction
- If You Received Court Papers and File an Answer, Always Attend the Court Hearing

Remember: Always Pay Your Rent!

Source: Utah Legal Services

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