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UTAH

Landlord Tenant Rights

Habitability | Evictions | Security Deposits | Lease Termination | Rent Increases & Fees | Discrimination | Additional Regulations | City/County | FAQs

In Utah, as with any other state, if rent is paid in a timely manner in exchange for inhabiting property, a landlord-tenant relationship is established (even without a written lease), and with this relationship comes rights and responsibilities for both parties.

Basic Landlord Responsibilities

Keep the premises to live in. The landlord is

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required to provide housing that is habitable and to make repairs in a timely manner when required.

Quiet enjoyment. The landlord is required not to disturb the tenant's rights to peacefully and reasonably use their rented space.

Basic tenant responsibilities

payment of rent. If the tenant does not pay rent in full and in a timely manner, the landlord has the right to take action to end the tenancy.

Covered excessive damages. Tenants are responsible to cover the costs of damages to the property beyond normal "wear and tear".

With that said, Utah varies from other states on additional rights and responsibilities for both landlords and tenants. Utah law even varies on both the interpretation of the above rights and the rules on handling violations.

Warranty of Habitability in Utah

Landlord responsibilities. Under Utah state law, landlords operating in the state have a responsibility to "protect the physical health and safety" of their tenants when they reside in or

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near their rented dwelling. Moreover, a Utah landlord may only rent a unit out if it is judged to be "safe, sanitary, and fit for human occupancy."

One way a Utah landlord can meet these livability standards is by providing their tenants with a number of essential amenities, as well as routine repairs and maintenance to ensure that those amenities remain in working order. These essential amenities include the following:

- Clean and safe common areas
- Safe electric wiring, outlets, and fixtures
- Proper plumbing for all water-based fixtures
- In-unit heating and cooling (via an air conditioning system)
- Adequate supply of hot and cold water
- A garbage receptacle with routine garbage removal services

Over the course of a lease agreement, a Utah tenant may request a repair to any of these amenities listed above, as well as to any appliances enumerated in the same lease agreement. If the repair request concerns one of the essential amenities listed above, a Utah landlord only has 3 days to act upon their

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tenant's request for a repair. Otherwise, a Utah landlord may take up to 10 days to perform the repair on a non-essential element of their tenant's unit.

If a Utah landlord fails to perform either type of repair during the statutorily-mandated "corrective period," then they allow the affected tenant to seek a lease termination (on personal safety grounds) or to seek alternative action (including rent "abatement" or performing a "repair and deduct").

Tenant Responsibilities. Like their landlords, Utah tenants maintain certain responsibilities under the state's laws. This includes a duty to maintain their rented space in a "clean and safe condition" by undergoing all necessary tasks that "materially affect physical health and safety" in and around said unit. In most situations, these tasks include the proper and timely removal of trash, as well as using and maintaining basic amenities to the best of their ability.

Utah landlords are allowed to enforce these responsibilities, particularly when they are written into the terms of the applicable lease agreement. As such, a Utah landlord who observes a tenant violating or purposely forgoing these duties may issue a 3-Day Notice to Comply or Vacate. This

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notice should outline which duties have not been performed as well as guidelines for resolving the violation in a timely manner. If those notice terms are not met within the following 3 day period, a Utah landlord has the right to evict their tenant on these grounds.

Also, when it comes to matters of statutory habitability, Utah tenants have the right to take two important types of alternative action against landlords who fail to perform their duty to provide essential amenities or perform necessary repairs. Specifically, a Utah tenant may choose to "abate" their rent payments until proper living conditions are provided. Alternatively, a Utah tenant may choose to perform a necessary repair on their own and deduct no more than 2 months' rent in value from their successive rent payments.

Evictions in Utah

These are the three most likely reasons a landlord in Utah would seek an eviction against one of their tenants:

1. **No pay/Late fee** – Utah does not maintain any mandated rent payment grace period. As such, rent payments from tenants are generally due at the time outlined in their lease agreement. If a Utah

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tenant fails to provide all of the necessary payments at that point in time, their landlord may issue a 3-Day Notice to Pay or Vacate. If the full amount outlined in this notice is not paid by the date listed (that is, after the 3-day notice period), a Utah landlord may begin the formal eviction process against their non-paying tenant by filing a Summons and Complaint motion with a local court.

2. **Violation of Lease Terms** – As soon as a Utah landlord observes a tenant violating one or more lease terms, they may issue a 3-Day Notice to Comply or Quit that describes their observations while also providing a clear remedy for the violating behavior or action. In cases of a severe or acute violation, no remedy needs to be provided. In either case, a Utah tenant has 3 days to follow the notice's provisions or move out voluntarily. Otherwise, they will face a forced eviction when their landlord files a Summons and Complaint motion with a local court.

3. **Illegal Acts** – Utah landlords are fairly free to decide which actions or behaviors are "illegal enough" to justify eviction. In all cases, though, a Utah landlord only needs to inform their tenant of their intentions to

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evict them on illegal action grounds by issuing a 3-Day Notice to Vacate. Because this kind of notice does not need to provide any remedying provisions, a Utah tenant must heed its move-out requirement or face a forced eviction as soon as 3 days after receiving the original notice.

Evictions without a Lease. Generally speaking, "at-will" tenants in Utah who rent from a landlord without signing onto a lease agreement are not allotted the same protections as their leased counterparts. Even so, these tenants are entitled to certain amounts of advance notice prior to facing eviction without cause. For example, "at-will" Utah tenants who have entered into a rental agreement with a fixed end date must be given 5 days of advance notice. Meanwhile, "at-will" tenants in Utah who rent without a fixed end date must be given 15 days of advance notice before an eviction notice can be honored.

Illegal Evictions. While specific statutes do not explicitly indicate it, legal precedent in Utah does appear to indicate that the state forbids certain kinds of landlord retaliation. This includes retaliatory evictions filed in reaction to a tenant filing a health or safety complaint with a local regulatory authority or code enforcement department.

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Along the same lines, Utah outlaws discriminatory evictions. As such, tenants in Utah cannot be forced to move out (with or without notice) if the central cause for eviction relates to that tenant's race, color, sex, religion, national origin, disability, source of income, familial status, sexual orientation, or gender identity.

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Security Deposits in Utah

All landlords in Utah are required to follow these statutory standards for collecting, maintaining, and redistributing tenant security deposits or else face penalties:

- **Standard Limit / Maximum Amount** – Utah's current landlord-tenant laws do not establish a maximum amount that a landlord can charge their tenant as a security deposit. These same laws do not establish a standard limit for the same type of deposit, either. As such, a Utah landlord is free to charge as much as they want for a security deposit, even if the amount charged is not relative to the amount of

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rent charged per month under the applicable lease agreement.

- **Interest and Maintenance** – Utah does not require its landlords to follow any specific rules or regulations relating to the manner in which their collected security deposits are maintained. This means that a Utah landlord may choose to utilize a bank or escrow account at their discretion and may choose if that account accrues interest or not. Also, due to a lack of statutory requirements on this front, Utah landlords that choose the former option may keep any and all interest that accrues on their tenant's deposits while it is in their possession.
- **Time Limit For Return** – Utah landlords have 30 days from the time a tenant vacates a unit to return any and all security deposits held in their possession that belong to the tenant in question. If any deductions have been made from this deposit, that Utah landlord must also provide an itemized list that explains the reasons why each deduction was made.
- **Penalty If Not Returned on Time** – If a Utah landlord fails to return all security deposit funds that rightfully belong to a tenant,

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then they open themselves up to liability and civil action to a tenant who wishes to recover their rightful funds. Depending on the reasons for the wrongful withholding, a Utah tenant may recover the full value of said deposit, plus a $100 civil penalty and associated court costs, as damages in court.

- **Allowable Deductions** – Utah landlords are allowed to make reasonable deductions from a tenant's security deposit for reasons relating to the tenant's leasing responsibilities as well as their physical upkeep of the unit. As such, a Utah landlord may justify deductions made to cover late rent payments, offset repair costs, and to cover post move-out cleaning costs.

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Lease Termination in Utah

Notice Requirements. A Utah tenant who is currently signed onto a fixed end date lease does not need to require notice of their intended termination prior to that lease's stated end date. However, tenants in Utah who rent on a month-

to-month basis or who lack a fixed end date must provide 15 days of advance notice in writing before their termination request can be honored.

Legally Breaking a Lease Early. When an early termination clause is made available to a Utah tenant, they should utilize it if they need to break off their lease early. However, not all Utah tenants are provided with this kind of leasing clause because the state does not require their inclusion in residential housing leases. As such, a Utah tenant may be forced to utilize one of these alternative methods when they need to terminate a lease early:

1. **Active Military Duty** – Federal law allows service members who are relocating due to deployment or permanent change of station to terminate their lease as early as 30 days from the next rent period.
2. **Uninhabitable Housing** – Under Utah state law, landlords must be in full compliance with all relevant local housing codes as well as the state's habitability standards in order for their rental units to be considered "livable." This includes providing all essential amenities and performing timely repairs that prevent a dwelling's physical condition from deteriorating. If a Utah

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landlord fails in either of these duties, an affected tenant may request an immediate lease termination on the grounds that their health or safety is at risk through continued tenancy.

3. **Landlord Harassment** – When it comes to entry, Utah landlords must always provide 24 hours of advance notice to perform ordinary tasks relating to their management of the property (including performing repairs and maintenance). Utah tenants who believe that their landlord is not abiding by this or any other entry policy outlined in their lease agreement may use a pattern of entry infractions to justify an immediate lease termination.
4. **Domestic Violence** – After providing their landlord with the appropriate proof of their status, a Utah domestic abuse victim may request an immediate lease termination based upon a continued threat to their personal safety. Before this kind of request can be honored, though, a tenant must provide a lump sum rent payment equal to 45 days from the day their request was filed.

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Utah does not require its landlords to assist a tenant in the process of re-renting a vacated unit. As such, a Utah tenant who is forced to continue paying rent on a unit until it is re-rented will remain financially liable for their former dwelling until a sublessor can be found. At that point, though, a Utah tenant may pass on their responsibility to pay for a rental unit to the new tenant, with their former landlord's approval (which they are not required to automatically give).

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Rent Increases & Related Fees in Utah

Restrictions. Utah's civil code states that cities, towns, and counties may not institute policies or ordinances that "control rents or fees on private residential property unless it has the express approval of the Legislature." Because this kind of approval has not been given to any local jurisdictions in Utah, it is assumed that all landlords across the state remain free to set their rent rates at their own discretion. These same landlords are also able to raise rent rates at their discretion due to a lack of advance notice requirement relating to rent increases.

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Regulated fees. Utah's landlord-tenant laws make very few limitations on the kinds of fees a landlord can charge over the course of a lease agreement. In fact, the state does not even require landlords to disclose all of their fees in a lease agreement's terms (though this is still a best practice). So, if a Utah landlord wants to charge a late rent payment fee, they may do so at their own discretion and charge as much as they want per instance.

However, there are some fees that a landlord in Utah may want to charge that are not regulated by the state's landlord-tenant laws. One example is a returned check fee, which is statutorily standardized at $30 per instance under the state's financial regulations.

Housing Discrimination in Utah

Federal protections. The Fair Housing Act protects tenants from being discriminated against due to race, color, national origin, religion, sex, familial status, or disability. However, the law does not apply to all housing, such as owner-occupied homes with 4 or fewer units or housing operated by religious organizations.

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State protections. Under the Utah Fair Housing Act, the state provides supplementary protections that exceed those set forth in the federal Fair Housing Act. To that end, Utah protects the following classes of tenants from discrimination when seeking out and taking part in a residential housing lease:

- Source of income
- Sexual orientation
- Gender identity

Discriminatory Acts & Penalties. The Utah Labor Commission's Antidiscrimination and Labor Division is tasked with administering and enforcing the state's several fair housing laws. This includes dictating what kinds of business practices may be considered discriminatory if they are targeted at a certain class of tenants. These are a few examples that the Commission may choose to enforce punishments or sanctions upon, based upon the language of the Utah Fair Housing Act:

- Refusing to rent, sell, or negotiate housing on a bona fide offer
- Offering different terms, conditions, or privileges between tenants

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- Inducing a tenant to buy, sell, or rent a dwelling based upon representations of a neighborhood's current or future demographic composition (blockbusting)
- Refusing or failing to make a reasonable accommodation

The Utah Labor Commission's Antidiscrimination and Labor Division allows tenants in the state to report suspected discrimination against them on their website. There, the tenant will be asked to fill out a questionnaire that will be used to initiate a process of investigation and fact-finding. After this investigation concludes, the Commission may return their findings to the complainant, which may include a just-cause finding of discrimination. These findings may then be used as the basis for a civil suit because the Commission itself does not award damages.

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Additional Landlord Tenant Regulations in Utah

Here are just a few more Utah landlord-tenant laws that you simply must know before entering into your next lease agreement:

Landlord Entry. Utah law allows landlords and tenants to establish their own entry policy in their mutual lease agreement. However, in lieu of a differing policy, all landlords who intend to enter their tenant's unit to perform an ordinary task such as a repair are required to give 24 hours of advance notice. This may not apply to instances where a landlord intends to show the unit to a prospective renter due to a lack of statutory guidance on the matter.

Also, regardless of any entry policy set forth in a lease agreement, a Utah landlord is always permitted to enter a tenant's unit without permission when an emergency situation threatens the inhabitants' safety. This entry privilege, nor any other set forth in an applicable lease agreement, can be used to harass a Utah tenant or invade their privacy.

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Small Claims Court. Utah allows landlords and tenants within the state to seek out adjudication of their disputes in the state's small claims court. While these courts do not accept eviction-related case, they will accept cases valued at up to $10,000. Landlords and tenants who are looking to resolve an eviction-related dispute may need to seek out adjudication in a local civil court, instead.

Mandatory Disclosures. In order for a new lease agreement to be considered active and enforceable, a Utah landlord must provide the following documents and informational disclosures to all applicable tenants:

1. **Lead-based paint.** For houses built prior to 1978, federal law requires landlords to provide tenants with information about lead based paint hazards. Read more
2. **Owners Managers and Agents.** Utah landlords must disclose the names and address of all property owners listed for a tenant's building or property. This disclosure must also include the names and information for all individuals designated by those owners to act as property managers.
3. **Lease Copy.** All Utah tenants are entitled to receive an executed copy of their lease

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agreement, as well as any supplementary agreements, before their lease is set to commence.

4. **Itemized List of Damages.** All Utah tenants are entitled to receive documentation describing the physical state of their unit at the time of move-in. This document does not need to describe regular wear and tear, though.

Changing the Locks. Utah law only outlines in which a landlord or tenant may change a tenant's locks. For example, a tenant may request that their landlord change their locks at their own expense after providing documentation confirming they have recently been a "crime victim" (including cases of domestic abuse). On the flip side, Utah landlords cannot unilaterally change a tenant's locks due to a statewide prohibition on lockouts.

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Local Landlord Tenant Laws in Utah

Landlord tenant rights are not exclusively governed by state law. Cities and counties may enact their own rules and regulations for renters.

Salt Lake City Landlord