



# **RENTAL HOUSING OPERATOR'S HANDBOOK**

**YOUR GUIDE TO SUCCESSFUL PROPERTY MANAGEMENT IN UTAH**



# **2024**

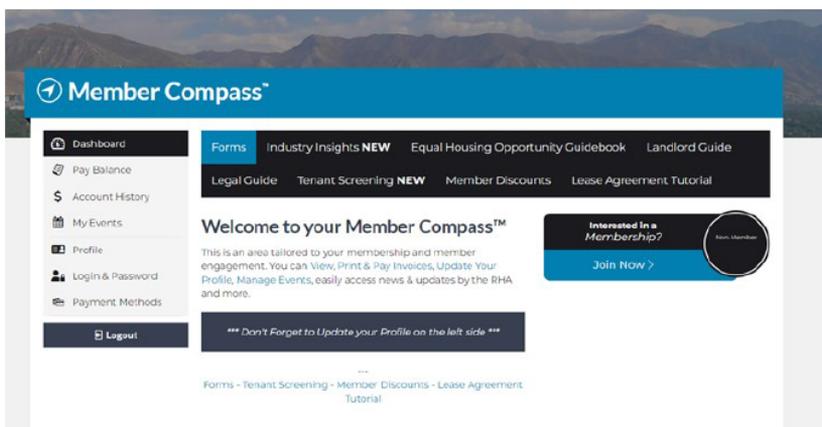
# Tenant Screening

## What is Intellirent?

Intellirent is our new tenant screening service partner. Intellirent is a tenant initiated comprehensive screening solution that helps landlords make informed decisions about who to rent to. To access intellirent, go into your member compass on the website. Please visit your membership portal at [www.rhautah.org](http://www.rhautah.org) to see all the new benefits that have been added to your member compass. Once you log in, click on your name to enter the member compass:



Next Choose "Tenant Screening **NEW**"



Once You are On The Tenant Screening Page select "Click To Launch"



Simply set up your property and send prospects a secure link to apply. When they have completed the application and paid their fee directly, you will get an email with the report info. NOTE: Because it is tenant initiated, it does not ding their credit like it would if the landlord pulled it.

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This guide offers recommendations based on industry best practices. This guide does NOT offer legal advice. Any discussion of the law is solely for educational purposes. Personal legal advice should be obtained from your personal legal counsel.

# Finding a Qualified Applicant

Finding a qualified applicant is an important part of being successful. In order to make money, reduce risk and have the least amount of problems, housing providers should implement professional screening procedures.

## Preparing for Applicants

Before you can begin accepting applicants, Utah law requires certain disclosures. First, housing providers should create rental criteria that an applicant must meet to qualify. You can find an example of rental criteria on the next page. During the application process, these criteria should be disclosed to renters. These disclosures should be made before charging any application fees or deposits.

Rental criteria are valuable for both housing providers and renters. They provide a baseline for housing providers to evaluate applicants to determine if the applicant qualifies. They let prospective renters know what is required and what would be disqualifying. Rental criteria cover things like income, employment, rental history, and criminal background requirements. They also tell applicants the amount of the application fee, deposit, and occupancy standards. When setting your rental criteria, review the sample provided in this book and google other examples from housing providers online. Rental criteria will vary by neighborhood and property type. As markets change, rental criteria may change as well. Rental criteria should be dated so as markets change, you can document if you change criteria.

Second, state law requires housing providers to disclose a rental expenses summary. This can be done in advertising or along with rental criteria. We have provided a sample Rental Expense Disclosure form in this guide. In Utah, it is the lease agreement that sets prices and defines duties and obligations of the parties. However, it can be helpful to summarize all major expenses up front. A good rental expenses disclosure process can increase renters' understanding of the true cost of renting from you. It also shows you were clear and transparent with them. Key elements you will want to disclose up front, either in advertising, in your rental criteria, or as part of your application process are:

- Rent and all monthly fees
- For set fees, the set amount; for variable fees, just state that there is a variable fee
- Any utilities the renter is responsible for and if they pay you or get the bill in their name
- Other fees that can be charged if the renter violates the contract (late fees, lease change fees, re-key charges, etc.)
- Any additional obligations, such as, maintaining the yard, etc.

Housing providers who do a great job of disclosing all the expenses of renting up front have happier renters and fewer problems with misunderstood expectations.

## SAMPLE RENTAL CRITERIA

The following standards will be used to judge your application for tenancy. You must meet the following standards to qualify to sign a rental agreement with us. Applicants are judged on the same standards on a first-come-first-serve basis, one person or family at a time. Any false statements or inconsistencies on the application will result in an automatic denial.

**\$ (Owner/Manager sets the amount.) NON-REFUNDABLE APPLICATION FEE:** Each applicant over the age of 18 must pay an application fee and consent to have a background check done on them. Co-signers must also pay an application fee and give the same consent as other applicants.

**SECURITY DEPOSIT:** Applicants must provide payment for the full amount of the security deposit (including any additional deposit amounts for pets or other reasons) for the application to be considered complete. The deposit will be returned if the application is denied.

**PHOTO IDENTIFICATION:** All applicants over the age of 18 must provide current government-issued photo identification at the time of application.

**EMPLOYMENT REQUIREMENTS:** Employment history should show that the applicant has been employed with their current employer for at least 6 months. Exceptions can be made for recent graduates who provide proof of graduation, current students who provide proof of enrollment, and self-employed applicants who provide a CAP-prepared financial statement or most-recent tax return. Applicants with less than 6 months of employment with current employer may be approved if they pay an additional security deposit or have an approved co-signer and provide proof that they have been employed with their current employer for 2 months or were employed with their previous employer for at least 6 months. All employment history will be verified by contacting the employer.

**INCOME REQUIREMENTS:** The combined income of all persons living in the rental must be at least three times the monthly rent. Applicants who do not have the requisite income will be considered if they provide a co-signer or provide proof of cash reserves equal to at least 12 times the monthly rent.

**RENTAL HISTORY:** Applicants must provide the name and contact information for their previous two housing providers, or all housing providers in the last five years. Applicants must also provide all of the addresses they have lived at for the last five years. Applicants will not be approved if they have had any evictions, defaults in lease agreements, late rental payments, or if they owe any money to any other housing provider.

**RENTER'S INSURANCE:** Applicants must have renter's insurance before occupying the premises.

**CREDIT HISTORY:** Your credit must reflect that all accounts are current. Applications for tenancy will be denied if you have filed for bankruptcy in the last 2 years, or if you have any bankruptcies that have not been discharged at least one year prior to the application. All collection accounts must be "paid in full/ as agreed." Applicants with past-due accounts or accounts in collections may qualify if they pay an additional security deposit or have an approved co-signer.

**CRIMINAL HISTORY:** Your application may be rejected if you have been convicted in the last 5 years of any crime against person or property that would present a threat to the owners or neighbors, or the rental property. Applicants on probation or parole must provide contact information for their parole officer. Applicants on a publicly available list of offenders who are required to publish their address will be denied.

**MAXIMUM OCCUPANCY:** 2 occupants per bedroom, plus an additional occupant for each apartment home. (e.g., 3 in a one bedroom/studio, 5 in a two bedroom, 7 in a three bedroom, etc.)

**PETS:** Pets may be approved if they meet the following requirements: a good reference from the previous housing provider for the pet's behavior, a complete veterinary medical history (including immunizations and sterilization) is provided, an additional deposit is paid, and an additional amount of "pet rent" is agreed upon. The owner reserves the right to deny the application based on the size, species, or breed of the pet.

If your application is approved, you will be notified. You will have 48 hours from the notification of your approval to sign a lease agreement. If you do not, then other applicants may be considered and given the opportunity to sign a lease.

**We are committed to equal housing opportunity and provide housing opportunities regardless of race, color, religion, sex, national origin, physical or mental disability, familial status, source of income, sexual orientation, or gender identity.**

Jan 01 2024

## RENTAL EXPENSES DISCLOSURE

This document outlines the anticipated expenses that will be in the rental agreement, and is provided as a courtesy only. This document is not a contract and is not legally binding on either party. The rental agreement will be the governing legal document. If the rental agreement you are presented differs in substantive ways, you may request a refund of any fees or deposits paid, and the property owner must oblige, if requested within 5 days of payment.

### Rental Information

Property Address: \_\_\_\_\_

Owner/Property Manager Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**The renter/tenant will be responsible for the following expenses as part of the rental agreement:**

If you have not yet signed a rental agreement and either (1) an amount listed above is different than the amount in the rental agreement, or (2) the rental agreement includes a type of use-based, non-rent expense that was not disclosed, you may make a written demand requesting the return of money the prospective renter paid in relation to the rental unit within five days.

Total Due at Lease Signing: \$ _____  Rent \$ _____  Refundable Deposit \$ _____  Lease Initiation Fee \$ _____  Late Rent Fee: \$ _____ after 5 PM on _____ of month  Service of Notice Fee \$ _____  Eviction Turnover Fee \$ _____  Tenant Change Fee \$ _____  Re-Key Fee \$ _____	Utilities that must be in tenant's name include: _____ _____ Other Obligations: _____ _____ <input type="checkbox"/> Check box if resident is responsible for exterior maintenance including lawn, yard and snow removal  <i>For more information on expenses and fees and when they are charged, see your rental contract.</i>
--	--

Monthly Obligation	If Fixed Each Month, List the Amount	If Variable, Mark an X	If Not Applicable, Mark an X
(Describe):			

Renters sign to acknowledge that this disclosure was provided :      Date: \_\_\_\_\_

Tenant/Renter Signature: \_\_\_\_\_

Tenant/Renter Signature: \_\_\_\_\_

Tenant/Renter Signature: \_\_\_\_\_

Jan 01 2024

# The Application Process

Once you have created rental criteria and expense disclosures, you can begin marketing your property. When a prospect is interested in your property, have them complete a rental application. Before moving forward, many providers collect an application fee and deposit.

Everyone over the age of 18 that will live in the rental should fill out an application. A background check should be performed on each applicant. If they qualify, all applicants should be signers on the lease. Housing providers should protect personal information, such as using password protected digital files, double-locked filing cabinets, never leaving files with personal information out, etc.

## Security Deposits

The purpose of collecting a security deposit with the application, is to assure that the applicant is serious and qualified. When selecting how much to charge for your deposit, you should consider the damages that can be caused.

## Application Fees

Before rental operators can charge an application fee in Utah, state statute requires they provide rental criteria and rental expense disclosures. Application fees cover the cost of background checks. RHA members receive significantly reduced rates for credit and criminal background checks. For more information visit [rhautah.org](http://rhautah.org) or call 801-487-5619.

## First Qualified Applicant Rule

Housing professionals follow federal and state fair housing law. This means they evaluate applicants one at a time and compare them to their rental criteria. This is called the First Qualified Applicant Rule.

## Conducting Background Checks

The RHA recommends every housing provider do what we call a “Five Finger” background check on all applicants. The five fingers are:

1. Credit history
2. Criminal history
3. Financial history (income, employment and overall financial stability)
4. Current housing provider references
5. Previous housing provider references

Verifying all five areas reduces risk significantly. It is easy for an applicant to lie or misrepresent in one or two areas. Checking five areas makes it more likely we will catch any bad history or serious concerns.



## Goals of Applicant Screening

The purpose of applicant screening is to determine if an applicant is a reasonable risk. The five things housing providers should look for are renters who will:

1. Pay on time
2. Not commit crime
3. Not bother the neighbors
4. Not damage the property
5. Honor the lease agreement

A good screening process can save thousands of dollars in damages, legal costs, lost rent, etc. After all, there is no better indicator of future performance than past performance. Don't use your gut instinct or cross your fingers that everything will be ok. Mistakes are too costly. Use the "**First Qualified Applicant Rule**" - By taking one applicant at a time, and comparing them to pre-set "rental criteria". Never look for a "best match" or compare applicants to each other.

## Rental Criteria

The RHA recommends every housing provider and property manager create a list of rental criteria (like the sample on page 3) that defines your standards. Each applicant is then compared to these criteria. If they qualify, you should notify the applicant that they have been approved and have them sign the lease within a set period of time, like 24 - 48 hours.

## Credit Checks

When checking an applicant's credit, you must have the applicant's consent. This is typically given in a signed release on the rental application. Always use a third party like the RHA or another company.

The credit report contains many important pieces of information about an applicant's consistency in paying obligations, how much they owe and to whom, if they have judgments against them that could be garnished from their wages (making it impossible to pay rent), their previous addresses, and more. Be sure to not just look at their credit score but at the types, amounts, and payment history of their individual credit accounts.

To a housing provider, the riskiest things on a credit report are generally:

- Bankruptcies
- Judgments and collection accounts
- Evictions, foreclosures, and repossessions (shows a history of using things without paying)
- Utility collection accounts (shows they can't get the utilities in their name)

Many housing providers have a policy that an applicant who doesn't have great credit can still qualify by putting down a larger deposit or having a co-signer. Be sure you implement the policy consistently in order to avoid discrimination complaints.

The key consideration is risk. Applicants with poor credit are risky because:

- They might have their wages garnished and be unable to pay rent
- If they leave and owe the housing provider money, it will be difficult to collect from them
- If they declare bankruptcy during an eviction, it can delay and drag out the process
- Applicants who are irresponsible with their credit are usually irresponsible in other areas of their life and are likely to cause problems

**Criminal Background Verifications**

Some prospective renters have a serious criminal history that may make them a significant risk. Housing providers are encouraged to carefully evaluate an applicant’s criminal background.

Four of the riskiest types of criminal behavior are violent crimes, drug crimes (use, possession or distribution), property crimes, and sex crimes. Individuals who have committed one of those crimes in the last few years are highly likely to do it again. So, it is not uncommon for housing providers to require some time to have passed since conviction before they will rent to an individual with certain criminal history.

Many people who are on parole or probation are statistically more likely to be sent back to jail than not. When they are, it is highly unlikely they can continue to pay rent or honor their contract. Housing providers are encouraged to consider the risk they are willing to take when renting to individuals who are on parole and probation and make an informed decision.



**TRIPLE RENT RULE**

Because financial institutions and experts generally agree that a household should not spend more than 1/3 of their income on housing, many housing providers use the TRIPLE RENT RULE. This rule is stated as “The combined gross income of all persons living in the rental must be three times the monthly rental rate.” You can modify this ratio as you see fit.

**Income and Employment Verification**

It is important to make sure that applicants have sufficient income and payment history to meet their contractual obligations. Doing financial checks that include verifying income, assessing whether someone has enough income, and assuring the income is regular and consistent is a key part of doing a successful background check.

Common methods of conducting employment and financial checks include:

- Calling employers to verify how much they make and how long they have been employed
- Reviewing paystubs, tax returns, CPA prepared financial statements, and bank statements
- Using the RHA’s background check service which can verify employment and income.

## **Rental History Verification**

One of the best indicators of future performance is past performance, so housing providers are encouraged to verify an applicant's rental history. Call two previous housing providers if possible. This allows you to establish a pattern of behavior and avoid the possibility that one housing provider might be unduly biased in their responses.

When doing a rental history verification, you should ask “objective” questions that involve a yes or no answer, like:

- Did they pay their rent on time?
- Did they have any animals?
- Did they violate any of your lease provisions or house rules?
- How many occupants did they have?
- Did they give proper notice?
- Did they leave on time?
- Did they owe you any money when they left?
- Were there any complaints or police incidents?

Finally, it is uncommon but not unheard of for current housing providers who are desperate, to get rid of a bad renter to give a false reference. That is why it is always a good idea to require at least two references, because the previous housing provider has no skin in the game and will tell you how it really is.

## **Denying Applicants**

If you deny an applicant because of info on their background check, federal law requires that you give them a letter stating they were denied because of credit. This is called an adverse action letter. If denial is for any other reason, you may provide them with a written notice. A copy of an “application denial letter” can be found on page 10. Be sure to immediately refund their deposit and wish them well in finding another place. If you are denying them only based on their criminal history, you should give them an opportunity to appeal.

## **What to do When You Approve Applicants**

Have applicants sign a rental agreement as soon as possible! Within 24 hours is the policy of most professionals. This prevents applicants from changing their mind after you start turning others away. Even if they don't move in for several weeks, having a rental agreement in place will protect you from potential financial losses, and protects them from you changing your mind, too.

Signing rental agreements early allows you to prepare the unit for any special requests an applicant might have and enables you to go over the rules, expectations and obligations under the contract. Housing providers should give renters a list of things they must provide on move in day before you give them the keys, including:

1. First month's rent
2. Account numbers for all utilities required to be in the renter's name
3. Proof of renter's insurance with you listed as an “additional insured” or “party of interest

# Move In Inspection/Checklist

Before a tenant moves into a property you should conduct a move in inspection. One of the best ways to conduct this inspection is by utilizing a "checklist." If possible, you should conduct this inspection with your new tenant, looking for repairs that are needed on the property and pre-existing property damage. Always take photos in addition to any paperwork you may fill out. A sample inspection checklist can be found below.

<b>MOVE-IN/MOVE-OUT INSPECTION FORM</b>					
Address _____		Apt # _____			
Resident name(s) _____					
<b>MOVE -IN INSPECTION</b> <b>DATE:</b> _____			<b>MOVE -OUT INSPECTION</b> <b>DATE:</b> _____		
The resident accepts responsibility for the condition of the above described apartment "AS IS" with any exceptions below.			The following inspection reveals any damage beyond normal wear & tear to determine deductions from deposit.		
<b>CONDITION</b>			<b>CONDITION</b>		
<b>LIVING ROOM</b>			<b>LIVING ROOM</b>		
Walls _____			Walls _____		
Ceiling/Lights _____			Ceiling/Lights _____		
Floor _____			Floor _____		
Blinds/Screens _____			Blinds/Screens _____		
Doors _____			Doors _____		
Other _____			Other _____		
<b>KITCHEN/ DINING ROOM</b>			<b>KITCHEN/ DINING ROOM</b>		
Walls _____			Walls _____		
Ceiling/Lights _____			Ceiling/Lights _____		
Floor _____			Floor _____		
Blinds/Screens _____			Blinds/Screens _____		
Doors _____			Doors _____		
Cabinets _____			Cabinets _____		
Countertops _____			Countertops _____		
Appliances _____			Appliances _____		
Other _____			Other _____		
<b>UTILITY ROOM</b>			<b>UTILITY ROOM</b>		
Walls _____			Walls _____		
Ceiling/Lights _____			Ceiling/Lights _____		
Floor _____			Floor _____		
Doors _____			Doors _____		
Other _____			Other _____		
<b>HALL</b>			<b>HALL</b>		
Walls _____			Walls _____		
Ceiling/Lights _____			Ceiling/Lights _____		
Floor _____			Floor _____		
Doors _____			Doors _____		
Other _____			Other _____		
<b>BEDROOMS</b> <b>MASTER</b> #2    #3		<b>BEDROOMS</b> <b>MASTER</b> #2    #3			
Walls _____		Walls _____			
Ceiling/Lights _____		Ceiling/Lights _____			
Floor _____		Floor _____			
Blinds/Screens _____		Blinds/Screens _____			
Doors _____		Doors _____			
Other _____		Other _____			
<b>BATHROOMS</b> <b>HALL</b> <b>BEDROOM</b>		<b>BATHROOMS</b> <b>HALL</b> <b>BEDROOM</b>			
Walls _____		Walls _____			
Ceiling/Lights _____		Ceiling/Lights _____			
Floor _____		Floor _____			
Cabinets/Countertops _____		Cabinets/Countertops _____			
Tub/Fixtures _____		Tub/Fixtures _____			
Doors _____		Doors _____			
Other _____		Other _____			
<b>MISCELLANEOUS</b>			<b>MISCELLANEOUS</b>		
STORAGE AREA _____			STORAGE AREA _____		
KEYS: APT _____ MAIL _____ POOL _____			KEYS: APT _____ MAIL _____ POOL _____		
RESIDENT TAG _____			RESIDENT TAG _____		
INSPECTED FOR PET DAMAGE: _____			INSPECTED FOR PET DAMAGE: _____		
Date: _____ Name _____			Date: _____ Name _____		
NOTICE: The resident shall be responsible for the condition of this apartment "AS IS" and any damage beyond normal wear & tear will be paid for at Resident's expense.			Date Vacated: _____		
Date: _____ Name _____			Forwarding Address _____		
Date: _____ Name _____			Forwarding Address _____		
MOVE-IN INSPECTION RESULTS HEREBY ACCEPTED:			MOVE-OUT INSPECTION RESULTS HEREBY ACCEPTED:		
Resident _____			Resident _____		
Resident _____			Resident _____		
Manager/Agent _____			Manager/Agent _____		

**Rental Housing Association of Utah \*UNAUTHORIZED REPRODUCTION OF THIS FORM IS ILLEGAL 12/2012**  
801-487-5619    www.rhatah.org

\*By signing document, Owner/Representative attests they are an RHA Utah member in good standing.

# APPLICATION DENIAL



Date \_\_\_\_\_ Property / Landlord Name \_\_\_\_\_

Applicant Name(s) \_\_\_\_\_

Unit Number \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**This is to inform you that as a result of information obtained on your consumer credit file or other information sources, negative and adverse action has resulted regarding your application to rent a dwelling unit in the following way (this form does not replace any "adverse action notice" which will be provided in the event that any information from a consumer report was used to make this decision):**

1. Your application, background check information, or personal information reviewed as part of your application to rent did not meet our rental criteria. As a result, we are unable to rent this specific property to you at this time. The disqualifying information included (check one or more):
  - Credit score. You will receive an "Adverse Action Notice" from us with more information.
  - Previous rental history.
  - Reports from references or other sources.
  - A prior eviction or court judgment against an applicant or co-applicant.
  - An eviction or court judgment that is still pending or outstanding.
  - Inaccurate or false information on the application.
  - Criminal history.
  - Income or employment verification.
  - Negative information from a consumer reporting agency. You will receive an "Adverse Action Notice" from us with more information.
  - The property was rented to someone else or is otherwise no longer available.
  - Inability to verify information relevant to our rental criteria or failure to meet other written screening criteria: \_\_\_\_\_
  
2. When a credit report is used in making the decision, Section 6159(a) of the Fair Credit Reporting Act requires us to tell you where we obtained that report. If any of the information used to deny your application to rent was related to information obtained from a credit bureau, we will provide you with an additional "adverse action notice." This notice will inform you of certain rights you have according to the Fair Credit Reporting Act. The consumer reporting agency that provided the report was:
  - Equifax Credit Bureau**; 1-800-685-1111; P.O. Box 74021, Atlanta, GA 30374; [www.Equifax.com](http://www.Equifax.com)
  - Experian**; 1-888-397-3742; P.O. Box 4500, Allen, TX 75013; [www.experian.com/reportaccess](http://www.experian.com/reportaccess)
  - TransUnion Corporation**; 1-800-888-4213; P.O. Box 2000, Chester, PA 19016-2000; [www.transunion.com](http://www.transunion.com)

Owner/Representative \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**Rental Housing Association of Utah \*UNAUTHORIZED REPRODUCTION OF THIS FORM IS ILLEGAL 10/2023**

801-487-5619 www.rhautah.org

\*By signing document, Owner/Representative attests they are an RHA Utah member in good standing.

# Fair Housing

The Fair Housing Act makes it illegal to discriminate against renters based on particular characteristics that are called “protected classes”. In Utah we have 7 federally protected classes and 3 state protected classes for a total of 10.

Everyone who manages rental property should understand the consequences of illegal discrimination. Punitive damages can run to over a million dollars, so the issue is not to be taken lightly.

## What are the penalties for violating the Fair Housing Act?

There are two kinds of penalties possible for housing providers who violate Fair Housing laws:

1. \$10,000 administrative fine for the first violation
2. Compensatory civil penalties (damages and suffering) and punitive damages to make an example out of violators to prevent future discrimination

It is essential that everyone who works with renters (including maintenance personnel) understands what is protected and treats everyone the same.

There are two types of discrimination:

- Disparate Treatment is when someone in a protected class is treated differently than somebody not in a protected class
- Disparate Impact is when a neutral policy or procedure has a disproportionately negative impact on people in a protected class

## Exemption

Owners do not have to comply with Fair Housing Laws if they own less than 4 rental units or if they own a four-plex and live in one unit. Owners are never exempt from Fair Housing Laws if they have a professional license for real estate (like a realtor, appraiser or mortgage broker), or if they are incorporated as a business.

So if you only own a basement apartment, the rental isn't in an LLC, and no real estate agents are involved - you likely can choose not to rent to families with children, or to rent to only girls or only boys. But just because you can do that doesn't mean that it is wise. Often, even if you are exempt from Fair Housing laws, it makes sense to try to follow them to prevent potential headaches.

*REMINDER: You can NEVER advertise a discriminatory statement - even if you are exempt from fair housing law!*

## What is illegal?

The following activities are unlawful:

- Threatening, coercing, intimidating or interfering with anyone exercising a Fair Housing right or assisting others who exercise that right
- Advertising or making any statement that indicates a limitation or preference based on **membership in a protected class**
- Discriminating in housing due to **membership in a protected class**

## Federally Protected Classes

- Race
- Color
- Sex
- Religion
- National Origin
- Disability - The definition of disability under federal law is a person who has any physical or mental impairment that substantially limits one or more major life activities, a person with a record of such physical or mental impairment or a person regarded as having such an impairment
- Familial Status - The definition of familial status under federal law is households containing one or more people under the age of 18 who live with a parent or guardian, pregnant women, foster families, people in the process of adopting a child under the age of 18 or households in the process of acquiring legal custody of a child under the age of 18

**BEWARE:** The federal/state fine for a Fair Housing violation is \$10,000 for a first offense. Civil judgments from lawsuits can run as high as **ONE MILLION DOLLARS!**



## Utah State Protected Classes

- Source of Income - This is generally defined to include any lawful source of income including government assistance, alimony, child support or other compensation or benefit. But primarily, it means that housing providers cannot refuse to work with renters who receive a housing choice voucher (commonly called section 8 vouchers).
- Sexual Orientation
- Gender Identity

Using the “First Qualified Applicant” rule can help you avoid discriminating against anyone in these classes. The key to avoiding discrimination is treating everyone the same and understanding common mistakes that may be determined by the government to be discriminatory.

## **Specific Issues**

In Utah the protected classes with the most complaints and violations are Disability, Familial Status, and Source of Income.

### **Avoiding Disability Discrimination**

Someone with a disability has the right under the law to make a request for a reasonable accommodation. This would include the right to request rent reminders (for mental disabilities), reserved accessible parking (for physical disabilities involving mobility), and other reasonable requests that would make renting easier for someone who is disabled. By far the most common accommodation request, which property managers are required to allow, is the request for a service animal, companion animal, or emotional support animal (ESA).

Someone with a disability also has the right under the law to make a request for a reasonable modification to the property. Similar to an accommodation, a modification is a change to the physical property rather than to a rule. All reasonable modifications have to be allowed, however the renter has the responsibility to:

1. Pay for the modification
2. Ensure the modification conforms with city code, and property standards;  
and
3. Return the property to its original condition after they leave

When receiving a request for a reasonable accommodation or reasonable modification, you can request a tenant fill out a formal request, and approve it when they return it filled out correctly. A copy of such a request is on page 15.

### **Dealing with Requests for Assistance Animals**

It is ok for property owners to have a no pet policy, or charge fees and deposits for pets. Pet owners are not a protected class. But if a current or prospective renter asks at any time for a service animal, companion animal, comfort animal or emotional support animal you need to be careful. If you are bound by Fair Housing laws you must allow these animals in. *You can request verification that the person is handicapped and that the animal is medically necessary.* You may not charge fees and deposits for assistance animals.

Upon receiving a request you can immediately have the person requesting the accommodation fill out the Resident's Request for Assistance Animal Forms (copies can be obtained from RHA). However you can not require the tenant use your forms. If they provide a form stating they are handicapped and the animal is medically necessary that would be sufficient.

## Readily Apparent Rule

Any time a disability is readily apparent (we should approve it without conducting verification. Examples of readily apparent include if we can tell a person I blind or deaf or handicapped in a way that would require an assistance animal.



REMEMBER:

**UNDER NO CIRCUMSTANCES IS IT EVER OK TO CHARGE ANY DEPOSITS, FEES OR ADDITIONAL RENTS TO PEOPLE FOR ASSISTANCE ANIMALS.**

Housing isn't a right, but opportunity should never be denied because of membership in a protected class.

**We are committed to equal housing opportunity and provide housing opportunities regardless of race, color, religion, sex, national origin, physical or mental disability, familial status, source of income, sexual orientation or gender identity.**



**EQUAL HOUSING OPPORTUNITY**

## Website Accessibility for the Visually Impaired

The Fair Housing Act requires “Equal Housing Opportunity”. This means people in a protected class should have the same opportunities as others. Inaccessible websites can prevent people with disabilities from effectively navigating your website and. A recent report by the Equal Rights Center determined:

- In 72 to 80 percent of visits, a blind person would not receive the same amount of information about the property, its amenities, and features
- In 76 to 84 percent of all visits, a blind person would not learn which units are currently available, any floor plan details like number of bedrooms, bathrooms, or square footage, and whether there are any leasing or rent specials.
- Finally, in 57 percent of visits, a blind person would not be able to communicate with the leasing agent about overall interest in renting an apartment, and in 81 percent of visits, blind visitors would not be able to fill out or submit an application.



# REASONABLE ACCOMMODATION REQUEST

Date of Request \_\_\_\_\_ Property Name/Number \_\_\_\_\_

Resident Name \_\_\_\_\_

Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

1. Name of disabled person requesting the accommodation \_\_\_\_\_

2. Please describe the accommodation you are requesting \_\_\_\_\_

3. Please explain why the accommodation described above is necessary for you to fully enjoy your dwelling and/or common areas \_\_\_\_\_

### HOUSEHOLD MEMBER RELEASE

Release: I hereby authorize my health care provider, or other qualified individual, to provide to my landlord or its agents, all information reasonably requested in connection with this request for a reasonable accommodation. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent.

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

### DEFINITION OF DISABLED

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impediments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, human immunodeficiency virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition doesn't include any individual who is a drug addict and currently using illegal drugs or an alcoholic who poses a direct threat to property of safety because of alcohol use

### HEALTH CARE PROVIDER INFORMATION

To: Qualified Individual (e.g. counselor, social worker, doctor, rehabilitation center, service agency, clinic)

The person listed above has requested that his/her landlord provide the accommodation listed above. The landlord is required by law to provide reasonable accommodations to disabled persons that will provide them with **equal opportunity to use and enjoy their unit and/or common areas**. **The landlord does not provide an accommodation when the request is a matter of convenience or preference only.**

I, \_\_\_\_\_, certify that \_\_\_\_\_

is  is not **(please check one)** disabled as that term is defined above. I further certify that the requested accommodation

is  is not **(please check one)** necessary for the person requesting the accommodation to fully enjoy his/her dwelling and /or common areas as any non-disabled person would.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Professional Title \_\_\_\_\_ Daytime Phone \_\_\_\_\_

Address \_\_\_\_\_

Please return form directly to Owner/Manager at \_\_\_\_\_

## Medical Request for Assistance Animal

Name of Person making Request \_\_\_\_\_

A request has been made to allow an assistance animal to reside with the above named individual. Such request has been made pursuant to the Fair Housing Act. In order to qualify for an assistance animal exemption to the normal rules of the community, the person making the request **must qualify as handicapped as defined**, which is:

*“Handicap” means, with respect to a person –*  
*(1) a physical or mental impairment which substantially limits one or more of such person’s major life activities,*  
*(2) a record of having such an impairment, or*  
*(3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.*

*Additionally, the assistance animal must assist the person in dealing with the disability.*

Much like a prescription, this request is made because of the professional’s opinion that the assistance animal may be necessary to afford the disabled person an equal opportunity to use and enjoy the leased premises. With this request and upon approval, the management of the premises must allow the animal on the premises and is prohibited from charging pet rent or other fees normally charged to persons with pets. Assistance animals are not pets but animals that are determined by competent professionals to be an important and necessary part of treatment or assistance of a disability/handicap.

Professional’s Name: \_\_\_\_\_ Telephone number: \_\_\_\_\_

***I certify that I have sufficient information and have consulted with the Patient in order to make a diagnosis. I certify that the above named person is handicapped as defined above and that the animal described below is, in my professional opinion, necessary to afford an equal opportunity to use and enjoy the leased premises.***

Prescribed Animal’s Description \_\_\_\_\_

Expiration Date of this Certification \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Signature of Medical Provider,*  
Health or Social Service Professional



© The Law Offices of Kirk A. Cullimore \*By using this document, Owner/Representative attests they are an RHA Utah member in good standing

## **Avoiding Familial Status Discrimination**

It is fair to have reasonable limits on the number of people that can live in a rental home. However, when it comes to families with children you have to be reasonable, and the Department of Housing and Urban Development (HUD) has ruled that usually means allowing two people per bedroom, with one additional person in the rest of the unit. So, in a two-bedroom apartment you should allow a family of up to five people to live there, and in a one-bedroom you should allow a family of three. (Again, this applies to families—unrelated individuals can have a different occupancy standard.) Recently, a large number of apartments nationwide have been taken to court for not using this standard.

Two other common problems with familial status discrimination involve steering and rules. Steering occurs when managers discourage households with children from renting upper-floor units or units in areas where they want to have adults (like near the swimming pool). Don't do this. You'd be asking for a \$10,000 fine. When setting rules, you should make sure the rules don't have disproportionately negative effects on families. For instance, a rule that the swimming pool has "adult swim hours" when families can't go is discriminatory. Requiring adult supervision on a playground may also be discriminatory.

*NOTE: For health and safety reasons it may be ok to set some rules for things like pools, but consult an attorney before setting any such rules.*

## **Source of Income Discrimination**

Utah is one of a few states that makes it illegal to discriminate against households based on their source of income. The most common issue is when a housing provider tells people on government housing that they will not accept "housing." Don't do this. If someone asks if you accept government housing, tell them that you do as long as (1) they qualify for all your other criteria (you will alter your income requirements to cover only their portion of the rent); and (2) your rental unit qualifies for the program based on an inspection and how you set your rent.

*NOTE: Source of Income is protected, but amount and stability/regularity of income are not*

Working with Housing Authorities can be a rewarding experience. It can also be frustrating. On the one hand, it is an opportunity for you to receive regular rent from the government who is subsidizing the renter. Almost two million families in the United States receive some sort of housing subsidy through the Housing Choice Voucher Program (aka Section 8 housing).

The Section 8 Housing program was designed to be voluntary. In most states it works perfectly fine as a voluntary program because the housing authorities run the program well. The RHA is working with the housing authorities to reform their administration of the program and reduce the risks and headaches associated with participating in the Section 8 program.

## **Section 8 Housing Choice Guarantee Program**

In 2017, Housing and Community Development (HCD) was directed by the Utah State Legislature to develop a pilot program, the Section 8 Housing provider Incentive Program, to provide financial assistance to housing providers for damages caused by Section 8 renters, and to incentivize housing providers to open more rental units to Section 8 renters.

A housing provider may apply for reimbursement of up to \$5,000 for qualifying damages to a Utah rental property, if the following requirements are met:

(1) the housing provider leased to a Section 8 renter; (2) the damages to the residence exceed normal wear and tear; and (3) the housing provider sued the Section 8 renters and received a judgment on or after July 1, 2017. For more information, go to <https://jobs.utah.gov/housing/affordable/section8/>.

## **HUD Criminal Exclusion Guidelines**

In 2016, HUD released guidelines suggesting that it is discriminatory to deny applicants solely on the basis of a charge and arrest. They did this under the theory of “disparate impact,” because minorities are more likely to have criminal history. They also suggested that housing providers allow applicants who have been denied to appeal and explain extenuating circumstances. While these guidelines don’t have force of law, they guide agencies that make decisions on whether you discriminated. For more guidelines or information on criminal exclusion issues, contact the RHA or your attorney.

# Rental Agreements (Leases)

Next to screening, another essential key to a housing provider's success is to have use a Utah-specific rental contract that clarifies each party's responsibilities and obligations, protects the owner and the renter, and documents it all in case there are disagreements.

It is advisable that you use a professionally prepared Utah-specific contract, like the Rental Housing Association Residential Rental Agreement (available for free to members of the RHA) that covers rules of deposits, how they can be applied, and what a renter must do to get them back.



## Parties on the Contract

All parties who are authorized to live in the rental unit should be on the contract, including those under 18. Only those whose names appear on the contract are allowed to be there, and housing providers can serve three day notices to comply or vacate if renters move others in without permission.

## Rents, Fees and Deposits

Utah Law is clear that housing providers have the right to charge any rents, fees or deposits they wish with no limits as long as the renter agrees to it in the contract and the courts agree that they are reasonable. These charges should be clearly spelled out in the contract.

The RHA staff is frequently asked how the different fees in the RHA lease work. Here are some guidelines that might be helpful to you as you decide what to charge. Please keep in mind that the RHA cannot and will not tell you how much to charge - that is up to you to decide. However, we can give you some ideas of what most people charge or the process used most frequently to calculate these charges.

### Monthly Rent:

This is the amount that you charge each month for rent. You should set the Monthly Rent after studying current market conditions; the nature, quality, and location of your property; and your investment goals for the property.

### Pro-Rata Rent:

If somebody moves in sometime during the middle of the month, standard business practice is to only charge them a pro-rated amount for the rest of the month. Thus, if rent is \$1,000 a month, and they move on the 16th, usually housing providers would put a pro-rated amount of  $14/30 \times \$1000 = \$467$ .

### Month-to-Month Fee:

The lease is set up so that when the term expires it automatically renews each month. Usually this is a less-than desirable situation for a housing provider because the renter can leave at any time. This fee kicks in when the lease goes

month-to-month and is on top of the regular rent. It is designed to give the renter an incentive to sign a new long-term lease. It also can soften the blow of a rent increase, since any rental increase is usually less than the month-to-month fee they would be paying anyway.

### **Service of Notice:**

If you have to drive over and serve a notice to the renter, then you can charge your costs. If that is \$5 to walk across the street, then that is what you charge. Research what other housing providers charge, but make sure your fee is reasonable.

### **Eviction Turnover Fee:**

You can charge renters for your legal costs during an eviction (court costs, attorney's fees, etc.), and you can charge them for your damages (unpaid rent, etc.). But the law does not automatically allow you to charge for your time and effort in the eviction process (which can be significant). This fee is how much you charge them for your time and effort if you have to evict them.

### **Refundable Security Deposit:**

This is the amount you require up-front from the renter to ensure your security. It is 100% refundable, and the renter gets it all back if they leave the place in the same condition they got it (less "regular wear and tear")

### **Non-Refundable Lease Initiation Fee:**

The courts now are saying that there is no such thing as a "non-refundable deposit" since, by definition all deposits are refundable. Therefore whatever you used to charge as a non-refundable deposit, you now charge as a non-refundable "fee". This can be any kind of fee (cleaning fee, moving fee, re-key fee, etc.) We call it a "lease initiation fee" to ensure that the renter doesn't misconstrue the nature of the fee and their responsibility.

### **Late Fees**

State law limits late fees that can be charged on rent to 10% of monthly rent. Most housing providers set a one time late fee if rent is not paid by the end of the grace period. Common grace periods in Utah are 3-5 days but there is no requirement for a grace period – it is a courtesy. Daily late fees are discouraged because they can exceed the allowable 10% CAP.

### **Term**

Generally, long-term leases are preferable to month-to-month agreements. A month-to-month fee can be added to leases so that when the term expires it will encourage the renter to sign an extension or new contract. The term of a lease is not limited under state law. Most housing providers stick to one-year leases, but there is nothing wrong with offering six-month, fourteen-month, or two-year leases if that is your preference (and you can offer the options at different rates to renters and let them choose which they prefer).

## **Other Terms and Conditions**

The RHA Residential Rental Agreement has been adapted, updated, strengthened, and modified each year to better protect housing providers in Utah from our specific challenges and legal issues and is available to RHA members for free.

The RHA lease contains important protections and rules for renters including:

- Renters must give 30-days' notice before the end of a month to move out. (They must be month-to-month or have completed their lease.)
- Renters who owe a housing provider any money upon move out will be assessed an additional 40% if the housing provider is forced to go to collections. (This will generally cover any additional collections costs.)
- Housing providers have the ability to enter a premises with or without notice in emergencies, if there is suspicion of criminal activity, or to certify occupancy; and housing providers can enter with reasonable notice for any reason
- 48 hours after initial occupancy, the renter accepts the condition of the unit and any damage discovered after that is considered to be their fault.
- Pests brought in by the renters (like bedbugs and cockroaches) are the responsibility of the renter, and the housing provider can charge for any costs of remediation
- Renters waive their rights to sue housing providers under public nuisance law if smoke from outside the apartment or another unit bothers them.
- Utility responsibility can be clearly defined
- Exterior maintenance (if applicable) can be assigned to the renter. Furthermore, if the renter does not maintain the premises and exterior, owner will have the ability to do it themselves and charge the renter for the costs

## **Utilities**

Conservation groups suggest housing providers require renters pay their own utilities. Studies suggest they will use 30% less if they are financial responsible for the charges. State law requires utilities be connected and hot water be available at all times. Owners can delegate responsibility to pay for utilities to renters. The RHA recommends housing providers contact their utility company and get a "Housing provider Agreement" from the utility company for all their properties. Instead of shutting off utilities when renters don't pay (risking costly damage to your property), the utility company will transfer them to the owner and send a notice of transfer. This notice allows owners to serve a Three Day Notice to Comply or Vacate. Renters will be required to get utilities back on within three days or move, or the housing provider will begin an eviction. It is advisable to have large deposits to pay for potential unpaid utilities by renters.

## **Move-in/Move-out Inspections**

Housing providers are encouraged to do a move-in inspection with the renter at the start of the contract and have both parties sign a form attesting to the condition. This form protects the renter from being charged for pre-existing conditions/damages and protects the owner by allowing them to verify any damage done by the renter after move-in (therefore renter's responsibility).

### **When Renters Move Out**

Utah Law requires at least 15-days' notice before the end of a contract or month-to-month agreement by either party in order for the contract to end. However, most contracts require renters give 30-days' notice before the end of a month. If renters break a lease, they can be held responsible for all costs of cleanup, re-renting, and lost rent until re-rented or until the end of the term. Utah law requires owners to attempt to re-rent as soon as possible.

1. Congratulations, you get your whole deposit of \$1,000 back!
2. Congratulations, your damages were \$500 and your deposit was \$1,000 so you get \$500 back!
3. Unfortunately your damages were \$2,000, your deposit was only \$1,000 so you still owe us \$1,000. Please pay this amount or we will vigorously pursue collections.

A copy of our deposit disposition form can be found on page 23.

### **Deposit Refunds**

Utah Law Requires housing providers to refund the deposit or send an explanation of charges within 30 days of move out to the last known address. Sample language is:

### **Penalties if a Deposit is not Returned on Time**

There are penalties for housing providers that do not return deposits. If a renter does not receive their deposit after 30 days, they must serve a 5-day notice (see page 24) to the owner requesting the refund or explanation of charges be sent to a specific address. This is called an opportunity to cure. The notice is served the same way eviction notices are served if the housing provider does not send it within 5 business days, renter can seek a penalty of 100% of the deposit, plus \$100 penalty, with the prevailing party receiving court costs and attorneys fees.

### **Property Inspections**

The Industry Standard is to inspect your properties quarterly (four times a year) which will help you to ensure that your property is in good condition. Most housing providers accomplish this by the simple expediency of coming over to the property twice a year to replace the furnace filter and twice a year to check the smoke detector batteries.

Renters sometimes bristle at the thought of their housing provider being over at the property so often and will ask "don't you trust me?" The answer is "Of course! I am here to make sure you get what you paid for—a property that is in good condition. If I catch you doing something wrong, we will deal with it, but my main purpose in coming by is to check on the property."

While you are there you should be checking for leaks, floods, safety issues, damage to the property, fire hazards, worn out floors and walls, drug paraphernalia, and signs of criminal activity.



# **TENANT'S NOTICE TO PROVIDE DEPOSIT DISPOSITION**

TO: \_\_\_\_\_  
(Owner or Community Name)

RE: \_\_\_\_\_  
(Leased Address)

**NOTICE IS HEREBY GIVEN THAT WITHIN FIVE (5) CALENDAR DAYS** pursuant to Utah Code sections 57-17-3 et seq, the Owner or its agent must provide to the Tenant at the address below a refund of the security deposit and/or notice of any deductions from such security deposit as allowed by law.

**NOTICE IS FURTHER GIVEN** failure to comply with this notice require the refund of the entire security deposit and a penalty of \$100. If such amounts are not tendered and litigation is required to enforce the provisions of the statute, Owner and/or its agent may be liable for such court costs and attorney fees as incurred.

Tenant's Name(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**This is a legal document. Please read and comply with the terms herein.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tenant

Tenant Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

---

### **Return of Service**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ I swear and attest that serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 et seq by :

- Delivering the notice to the Owner or its agent personally at the address provided in the lease agreement or to the registered agent; or
- Mailing the notice by registered or certified mail addressed to the Owner or its agent at the address provided in the lease agreement or to its registered agent; or
- After finding no suitable person to serve, posting the notice at a conspicuous place at the address provided in the lease agreement.

The address of Owner to which the service was effected is :

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Signature of Server

### **Self-authentication Declaration**

Pursuant to Utah Code 46-5-101, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Server

# Utah Fit Premises Act

Several years ago the Utah Legislature replaced most local housing provider ordinances with a standard statewide act. This was great for housing providers who own properties in multiple cities because it means the rules are the same everywhere. Here are the requirements under the law.

## Duties of Owners

It is the duty of every residential rental property owner to maintain a “habitable dwelling”, which means assuring:



1. Running water and operational plumbing (including sewer);
2. Operational electrical systems;
3. Heat and hot water available;
4. Property able to be secured (locks on doors and windows); and
5. If installed, maintain in working order any A/C that is in at the time of rental

*Note – If there is a problem with one of these things, the owner is required to substantially begin to work on the issue within three days of receiving notice.*

In addition to making sure the building is habitable, owners must also:

- Maintain other appliances and facilities as contracted.
- Provide garbage receptacles (for buildings with more than two units)
- Provide 24 hour notice to enter except as provided for in rental agreement.

An owner can choose not to repair a habitability issue and can cancel the lease. Also, an owner is not required to correct a condition caused by the renter or their guests.

## Asset Management

The reason why housing providers did not object to this law is because it has as much to do with ensuring the property maintains its value as it does with making sure the renter is comfortable and happy. If the heat gets shut off in the winter, the renter might get by with a sweater, but the pipes will probably freeze and fill the apartment with ice. If the water gets shut off, your lawn will die. If the plumbing breaks, you will have to pay to pump out the water. If the door is removed, who has any idea who could wander into your rental. And if the electrical system is malfunctioning, the resulting fire would be a major inconvenience and loss for the property owner as much as for the renter. Housing providers have a vested interest in maintaining the value of the property, they need the renters' help and cooperation.

## Utilities

The law makes it clear that it is an owner's responsibility to assure utilities are on. While responsibility for payment can be delegated by contract to the renter, the owner must make sure they are on. The RHA recommends that you have a "housing provider's agreement" with all utility companies that assures they never turn a renter's utilities off. Instead, if it is not paid, the bill is transferred to the owner's name. Owners then serve a Three-Day Notice to Perform Covenants of the Lease or Vacate notices stating the utilities must be paid and back on within three days or eviction will commence.

## Duties of Renters

Utah Law makes it clear that renters must maintain the property in good condition and obey the lease and all applicable city and state laws. Some of the obligations of renters spelled out in Utah law include:

- Be current on all payments required by rental agreement (renters do not have right to stay or use other remedies if not current on rent)
- Cooperate in maintaining rental unit, including allowing owner and agents to enter to conduct maintenance
- Comply with board of health rules
- Maintain premises in clean and sanitary condition and not unreasonably burden common areas
- Properly dispose of all garbage
- Use plumbing, sanitary, and electrical fixtures as designed
- Occupy rental as designed – not increase number of occupants above that specified in agreement without consent of owner.
- Comply with the rules of the rental agreement
- Renters may not:
  - intentionally destroy or damage any part of rental unit;
  - interfere with peaceful enjoyment of another renter; nor
  - unreasonably deny access to the apartment to owner for purposes of maintaining premises



## Owner's Remedies

If a renter is in breach of the rental agreement, the owner can evict the renter, and get treble damages and court-ordered restoration of the premises to the owner. There will also be a judgment for monetary damages which can be used in a collection action to pursue the money owed.

If the property is not habitable and the housing provider does not wish to restore it to a habitable condition the housing provider may use a "Housing provider Notice of Uninhabitable Premises" to release the renter from the lease and cancel all of the renters obligations under the contract. You must refund the renter their full deposit.

## **Renter's Remedies**

*Note: For a renter to be able to use the below remedies, they must be complying with all of the above listed duties under the law.*

If a renter believes an owner is in breach of contract they may give an owner a “notice of deficient condition” and in that notice elect a remedy. The available remedies may include:

- Repair and deduct remedy - After having served on the owner a notice of corrective action electing this remedy, and after the owner fails to correct within the specified timeframe, a renter may correct the action themselves and deduct the cost up to 2-months' rent from the next two rental periods
- Rent abatement remedy - After having served on the owner a notice of corrective action electing this remedy, and after the owner fails to correct within the specified timeframe, a rental agreement is cancelled and the owner has to refund the full deposit and a pro-rated refund of rent from the date of the first notice of deficiency.
- A renter can sue for compliance

*Note: These remedies can ONLY be used, after following the specific process and timeframes.*

## **Procedure for renter's remedy**

The process is as follows:

- Step 1 – Notify owner in writing and have the notice served on the owner in accordance with 78B-6-805 (same as eviction notices are served) or as provided in rental agreement
- Step 2 – In the notice specify which remedy the renter will seek if the situation is not remedied. The options are 1) cancellation of the lease, 2) fix it themselves and deduct up to two months' rent to pay for it, or 3) petition a court to require the owner to fix it
- Step 3 – List the required number of days a housing provider has to remedy the situation
- Step 4 – If the owner has not corrected the situation in the allotted time frame, a renter may use the remedy they indicated in the notice

If the owner did not correct and the renter opts to cancel the lease, the owner must pay to the renter the entire security deposit plus any pro-rated refund of any rent for time after the first service of the notice of deficient condition, within 10 days.

The following two pages contain copies of the tenant's notice for property condition issues.

# Renter's Notice of Deficient Condition

(Utah Fit Premises Act)



TO: \_\_\_\_\_  
(Owner/Representative)

## Three Day Deficient Condition Notice

Notice is hereby given, as provided by Utah Code 57-22-6 of the below deficient conditions at the premises listed herein.

Deficient Conditions require action within three (3) calendar days. This does not apply to breakage, malfunctions or other conditions that do not materially affect the physical health or safety of the ordinary renter. These include secure premises (locks, windows, doors), water (hot & cold), working bathroom facilities, heat, and electricity.

Remedial action to correct the deficient conditions must commence within three (3) calendar days of this notice and must be diligently pursued until completion. By this notice, I grant to Owner/Representative permission to enter the premises for the purpose of corrective action. The deficient condition is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If appropriate action is not commenced and completed timely as required, the below is signed Resident gives notice of its intent to elect the following remedy:

- Rent Abatement** I request termination of the rental agreement, refund of my deposit and any pro-rata rent, and agree to vacate within 10 days of when the conditions should have been remedied.
- Repair & Deduct** I will cause the condition to be remedied by appropriate licensed persons, deduct the actual amounts from my next month's rent, and provide copies of the receipts prior to the 5<sup>th</sup> day of next month.

I certify that neither any resident, occupant, family member, guest or invitee was the cause of the above deficient condition. I am in full compliance with all terms and conditions of the rental agreement and all rules & regulations. I am current on all payments required by rental agreement. I understand that I am not entitled to any remedy above if this certification is not accurate and true.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

RESIDENT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

\_\_\_\_\_  
Signature of Resident

### Return of Service

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-801 et seq by:

- delivering a copy to the Owner/Representative personally; OR
- delivering a copy to the address required by the rental agreement; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

\_\_\_\_\_  
Signature of Server

### Self Authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

SO EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Server

**Renter's Notice of Deficient Condition**  
(Utah Fit Premises Act)



TO: \_\_\_\_\_  
(Owner/Representative)

**24 Hour Dangerous Condition Notice**

Notice is hereby given, as provided by Utah Code 57-22-6 of the below dangerous and deficient conditions at the premises listed herein.

Dangerous conditions are those that pose a substantial risk of loss of life or a substantial risk of imminent physical harm.

Remedial action to correct the dangerous condition must commence within 24 hours of this notice and must be diligently pursued until completion. By this notice, I grant to Owner/Representative permission to enter the premises for the purpose of corrective action. The dangerous condition is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If appropriate action is not commenced and completed timely as required, the below is signed Resident gives notice of its intent to elect the following remedy:

- Rent Abatement** I request termination of the rental agreement, refund of my deposit and any pro-rata rent, and agree to vacate within 10 days of when the conditions should have been remedied.
- Repair & Deduct** I will cause the condition to be remedied by appropriate licensed persons, deduct the actual amounts from my next month's rent, and provide copies of the receipts prior to the 5<sup>th</sup> day of next month.

I certify that neither any resident, occupant, family member, guest or invitee was the cause of the above deficient condition. I am in full compliance with all terms and conditions of the rental agreement and all rules & regulations. I am current on all payments required by rental agreement. I understand that I am not entitled to any remedy above if this certification is not accurate and true.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

RESIDENT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

\_\_\_\_\_  
Signature of Resident

**Return of Service**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-801 et seq by:

- delivering a copy to the Owner/Representative personally; OR
- delivering a copy to the address required by the rental agreement; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

\_\_\_\_\_  
Signature of Server

**Self Authentication Declaration**

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

SO EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**Renter's Notice of Deficient Condition**  
(Utah Fit Premises Act)

TO: \_\_\_\_\_  
(Owner/Representative)

**Ten Day Deficient Condition Notice**

Notice is hereby given, as provided by Utah Code 57-22-6 of the below deficient conditions at the premises listed herein.

Deficient conditions require action within ten (10) calendar days. This does not apply to breakage, malfunctions or other conditions that do not materially affect the physical health or safety of the ordinary renter.

Remedial action to correct the deficient conditions must commence within ten (10) calendar days of this notice and must be diligently pursued until completion. By this notice, I grant to Owner/Representative permission to enter the premises for the purpose of corrective action. The deficient condition is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If appropriate action is not commenced and completed timely as required, the below is signed Resident gives notice of its intent to elect the following remedy:

- Rent Abatement** I request termination of the rental agreement, refund of my deposit and any pro-rata rent, and agree to vacate within 10 days of when the conditions should have been remedied.
- Repair & Deduct** I will cause the condition to be remedied by appropriate licensed persons, deduct the actual amounts from my next month's rent, and provide copies of the receipts prior to the 5<sup>th</sup> day of next month.

I certify that neither any resident, occupant, family member, guest or invitee was the cause of the above deficient condition. I am in full compliance with all terms and conditions of the rental agreement and all rules & regulations. I am current on all payments required by rental agreement. I understand that I am not entitled to any remedy above if this certification is not accurate and true.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

RESIDENT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

\_\_\_\_\_  
Signature of Resident

**Return of Service**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-801 et seq by:

- delivering a copy to the Owner/Representative personally; OR
- delivering a copy to the address required by the rental agreement; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

\_\_\_\_\_  
Signature of Server

**Self Authentication Declaration**

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

SO EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Server

## **Timeframes**

The renter must, after serving the housing provider in writing, allow the specified number of days to pass before pursuing their remedy, called a “corrective period.” For a standard of habitability, this is 3 calendar days; for a requirement imposed by rental agreement, this is 10 calendar days. In the case of an emergency or a condition that creates an immediate threat of imminent loss of life or significant physical harm, an owner is required by this statute to commence action to correct within 24 hours. These notice can be found at <https://www.rhautah.org/tenants-resources>.

## **Substantial corrective action**

Substantial corrective action is when an owner is doing what they can, but still has not completed the correction. (e.g., ordering a part that takes a week to come, setting the first possible appointment for a heating technician, etc.)

## **Additional options for the owner**

At any time in the process, an owner can give written notice that they have decided to not correct the condition and wish to terminate the rental agreement. In this case, the owner must give the renter 10 days to vacate, and must refund the entire security deposit plus any pro-rated refund for time after the service of the notice of deficient condition.

## **Victims of domestic violence**

In 2023 there was a significant update in laws governing victims of domestic violence. If one of your tenants is a victim of domestic violence, they are allowed to cancel their lease if they meet certain conditions.

The process for working with tenants who are victims of domestic violence is as follows:

1. The tenant informs you they are a victim of domestic violence.
2. The tenant provides you a copy of a police report or court document that proves they are a victim of domestic violence.
3. The tenant gives thirty day notice of lease cancellation and must move within 15 day.
4. The tenant pays a 30 day rent equivalent lease termination fee.

## **Lock Change**

Victims of crime are allowed to request a lock change. Cost is the responsibility of the tenant.

## **Municipal regulations**

Local cities cannot have any laws that are more restrictive on the above issues for rental properties. However they can have building and zoning codes that are applicable to all residential dwellings that will place additional requirements on your property. They can also require business licenses.

**NOTICE OF LEASE TERMINATION  
BY VICTIM OF DOMESTIC VIOLENCE**

Tenant Information:	Manager/Owner Information:
Name: _____	Name: _____
Address: _____ _____	Address: _____ _____

Pursuant to Utah Code § 57-22-5.1(4), I am informing you that I am terminating my rental agreement because I am a victim of domestic violence. Included with this Notice is a copy of a court order protecting me from a domestic violence perpetrator **or** a police report documenting that I am a victim of domestic violence and not the predominant aggressor.

In accordance with Utah Code § 57-22-5.1, I am required to vacate the property within 15 days of giving this notice. I will be vacating the apartment on \_\_\_\_\_ [date]. Pursuant to Utah Code § 57-22-5.1, I am required to pay a termination fee of \$ \_\_\_\_\_ (1 month worth of rent). I will pay this fee on:

Check only one option:

- the date of this notice
- the date that I vacate

I understand that this fee is in addition to the rent owed through the date that I vacate.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
Tenant

---

For additional domestic violence services visit:  
<https://udvc.org>  
<https://www.ywcautah.org>  
<https://dcfs.utah.gov/services/domestic-violence-services/>  
 Or call: 1 (800) 799-7233

# Explaining Rights & Responsibilities To Renters

The Rental Housing Association believes that fair and just laws protect both housing providers and renters. We work to protect the rights of renters, and we advocate for laws that will protect them without hurting the rights of housing providers and property owners.

Individual property owners and housing providers can make a big difference in the quality of their renters' experience by carefully explaining to renters their rights and responsibilities under the lease and under state law.

Many housing providers sit down and go through the lease with their renters upon signing or move-in to clearly outline what they expect from the renters and what the renters have a right to expect from them.

The RHA has a website of resources for Renters and a Publication. These can be found at <https://www.rhautah.org/tenants-resources>

## Utah Renters Guide

A renter's guide to landlord-tenant relationships in Utah



Utah Apartment Association  
230 W TowneRidge Pkwy #175  
Sandy, Utah 84070  
Phone 801-487-5619



### Forms Available for Renter's:

Maintenance Request

Notice of Intent to Vacate

Tenant's Notice to provide Deposit Disposition

Reasonable Accommodation Request

Renter's Notice of Deficient Condition (10 Day)

Renter's Notice of Deficient Condition (3 Day)

Renter's Notice of Deficient Condition (24 Hour)

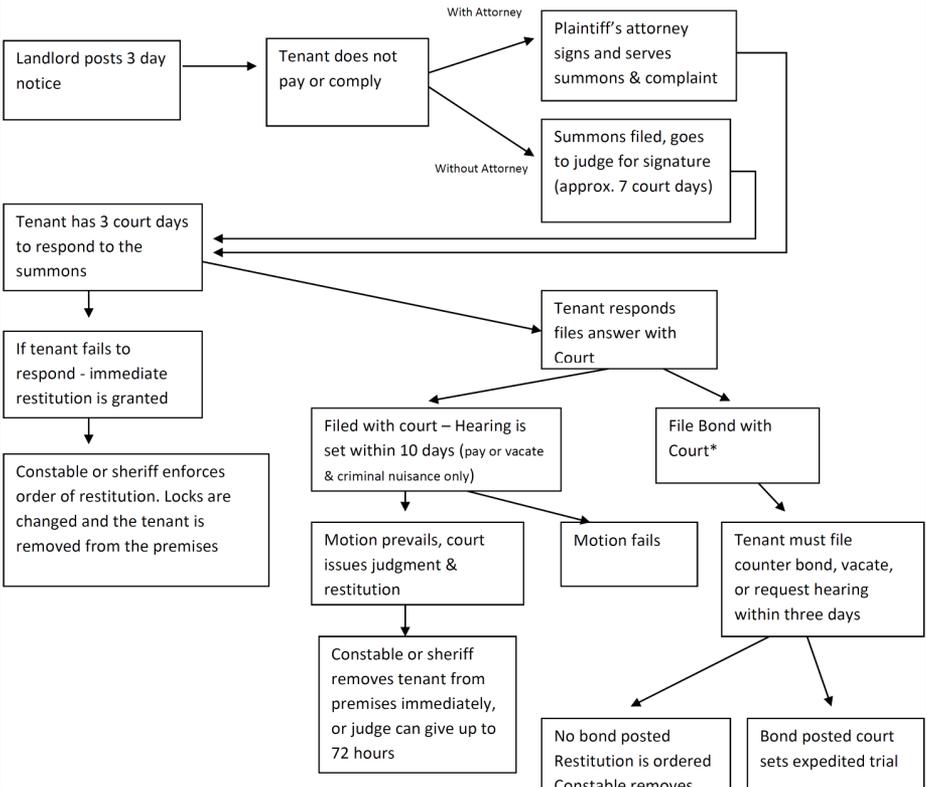
Visit: <https://www.rhautah.org/tenants-resources>

# The Eviction Process in Utah

## Terminating a Tenancy

Under Utah law, rental arrangements may only be terminated by one of the parties (housing provider or renter) as laid out in the agreement, or with at least 15 days notice before the contract renews itself. If that doesn't happen the arrangement will continue under the current terms and conditions.

### Utah Eviction Process Overview



- Please note that all times are approximate. Each court may take more or less time than stated on any particular case. Additional factors may include: ease of service on tenant, court date availability, holidays & weekends, obtaining of evidence, etc.
- Average times for unlawful detainers are about 25 days, but some can proceed faster, especially if filed early in the month.
- If a trial is set, it can't be set longer than 60 days from when case is filed.
- Criminal nuisances are defined in statute (78B.6.810G). In these cases a possession hearing must be set within 10 days of filing. If the court finds "more likely than not" that a criminal nuisance occurred then it will order removal of the tenant.

## **Terminating a Tenancy for Cause**

Under Utah law, renters who violate the contract or commit a crime can be served a 3-day notice to remedy the problem or move. If they stay, on the fourth day they are considered in “unlawful detainer” and are liable for substantial damages and court costs. The following types of 3 day notices:

1. **Failure to Pay.** If a renter is behind on rent in any amount, the housing provider serves a “Three Day Notice to Pay or Quit” listing the amount due and giving three court days for the renter to pay in full or move in order to avoid an eviction. Treble damages (triple rent) are assessed if a renter does not move or pay by the fourth day. The renter will be responsible for court costs and attorney’s fees if legal action is required
2. **Failure to Comply.** If a renter violates any term of the lease other than rent or criminal activity, this is the notice served (e.g., unauthorized occupants, animals, or pets; not maintaining the yard; not paying utilities; violating rights of neighbors; not complying with city laws about noise, trash, or yard maintenance; etc.). Same damages and court costs provisions as above apply
3. **Nuisance.** If a renter commits a crime or is a public nuisance, they are served a Three Day Nuisance Notice. They have no option to stay. They must move within three days or court action can commence. Same court costs and damages provisions apply

## **Serving Three Day Notices**

In Utah, notices can be served one of the following ways:

1. Deliver to the renter personally
2. Send a copy through certified mail
3. Leave a copy with a person of suitable age (14) and discretion and mail a second copy
4. Post to the door after failing to find a person of suitable age or discretion

The first and last methods are the ones most recommended. Anyone over the age of 16 can serve a notice in Utah. When “posting” to the door, the proper method is to place the notice face-out, with the text showing, then tape all four corners. Take a witness or a digital photograph for proof of proper service.

## **Counting days**

The day you serve a notice never counts, but the next three do. On pay or vacate notices, you count court days only. On other notices, it’s three calendar days.

## **Filing the Lawsuit**

In Utah, some housing providers are allowed to file the eviction (called an “unlawful detainer action”) themselves. However, most evictions in Utah are done using an attorney. We are fortunate to have a handful of specialist attorneys that do evictions for housing providers for a small flat rate fee which keeps costs lower (prices vary - be sure to consult your attorney on the charges in advance).



### THREE DAY NOTICE TO PAY RENT OR QUIT

NOTICE IS HEREBY GIVEN OF DEFAULT IN PAYMENTS REQUIRED UNDER THE RESIDENTIAL RENTAL AGREEMENT.

TO: \_\_\_\_\_  
 (List all tenants known) \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

**AND ANY AND ALL OTHER TENANTS AND RESIDENTS OF THE FOLLOWING ADDRESS:**

**1. Within three business days after service of this Notice, you are hereby required to pay by money order or cashier's check to the address listed below for the following:**

RENT DUE FOR THE PERIOD THROUGH _____	\$ _____
LATE FEES ACCRUING THROUGH _____	\$ _____
OTHER FEES NOW DUE _____	\$ _____
_____	\$ _____
<b>TOTAL TO BE PAID \$ _____</b>	

**OR**

**2. If payment as required is not timely made, all residents and occupants are required to vacate the above Premises within three business days.** Such Premises to be surrendered to the undersigned according to the terms of the Residential Rental Agreement.

**In the event the Residents and occupants fail** to either vacate the Premises or pay the amounts stated above within three business days, each will be in violation of Utah Code Annotated 78B-6-801 through 816 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amount of rent and damages due for unlawful detainer. The undersigned will institute legal action to obtain restitution of the premises and a judgment for all rent, damages, court costs, future rent, attorney fees, and such other sums as provided for in the rental agreement.

**THIS IS A LEGAL DOCUMENT PLEASE READ AND COMPLY WITH THE TERMS HEREIN.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Send Notices & Communications for Owner/Representative to:

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_

\_\_\_\_\_  
Owner, Manager, or Agent

#### Return of Service

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 by:

- Delivering a copy to the tenant personally; OR
- leaving a copy with a person of suitable age and discretion at tenant's place of business or residence; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

\_\_\_\_\_  
Signature of Server

#### Self-authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Server

### THREE DAY NOTICE TO VACATE (NUISANCE)

TO: \_\_\_\_\_  
(List all tenants known)  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip

**AND ANY AND ALL OTHER  
TENANTS AND RESIDENTS OF  
THE FOLLOWING ADDRESS:**

**NOTICE IS HEREBY GIVEN** that after service of this Notice upon you, the tenants, occupants, and residents of the above address must vacate **within three (3) calendar days**. This address must be vacated pursuant to a breach of your residential rental agreement, or a violation of the rules and regulations wherein such breach or violation caused or maintained a nuisance at the address or the premises surrounding thereto; Such nuisance is specifically but not limited to:

**THIS IS A LEGAL DOCUMENT PLEASE READ AND COMPLY WITH THE TERMS HEREIN.**

If the address above is not vacated within three calendar days, you will be in violation of Utah Code Annotated 78B-6-801 through 816 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amount of rent and damages due for unlawful detainer. The undersigned will institute legal action to obtain restitution of the premises and to obtain a judgment for all damages. Court costs, attorney fees, and such other sums as provided for in the agreement. You may also be liable for continuing rent until the end of the lease or the premises are re-leased.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Send Notices & Communications for Owner/Representative to:

NAME \_\_\_\_\_ Owner, Manager, or Agent  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_  
Utah Code Annotated  
 Delivering a c  
 leaving a copy  
 affixing a copy

Pursuant to Utah Cod  
So Executed on this \_\_\_\_\_

### THREE DAY NOTICE TO COMPLY OR VACATE

TO: \_\_\_\_\_  
(List all tenants known)  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip

**AND ANY AND ALL OTHER  
TENANTS AND RESIDENTS OF  
THE FOLLOWING ADDRESS:**

**NOTICE IS HEREBY GIVEN** that after service of this Notice upon you, the tenants, occupants, and residents of the above address must either comply with the terms of the residence or vacate **within three (3) calendar days**. A breach of your lease or the community rules has occurred. This is a serious matter that needs to be taken care of immediately. To insure the safe and peaceful enjoyment of the premises by all tenants, you must abide by all terms of the lease and the rules and regulations. By this notice, you are given three calendar days to comply with all such terms. Specifically but not limited to, you are requested and required to come into compliance with the following:

If you fail to comply with the above, the above premises must be vacated **within three (3) calendar days** pursuant to the breach of your residential rental agreement, or a violation of the rules and regulations wherein such breach or violation caused or maintained a nuisance at the premises surrounding thereto.

**THIS IS A LEGAL DOCUMENT PLEASE READ AND COMPLY WITH THE TERMS HEREIN.**

If you have not complied as required of the address above is not vacated within three calendar days, you will be in violation of Utah Code Annotated 78B-6-801 through 816 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amounts of rent and damages due for unlawful detainer. You will continue to be liable for rent until the end of the lease term or until the premises are re-leased. The undersigned will institute legal action to obtain restitution of the premises and obtain a judgment for all damages, court costs, attorney fees, and such other sums as allowed.

*You are further notified that upon the expiration of the three days your premises will be inspected to determine compliance.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Send Notices & Communications for Owner/Representative to:

NAME \_\_\_\_\_ Owner, Manager, or Agent  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

**Return of Service**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 by:

- Delivering a copy to the tenant personally; OR
- leaving a copy with a person of suitable age and discretion at tenant's place of business or residence; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

\_\_\_\_\_  
Signature of Server

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Server



# END OF TERM NOTICE

TO: \_\_\_\_\_  
 (Any tenants and residents of the below address)  
 \_\_\_\_\_  
 Street Address  
 \_\_\_\_\_  
 City, State, Zip

You will please take notice that as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ the end of the current rental period, your right to occupy the premises at the above address, which premises you now occupy at the above address, which premises you now occupy as tenant of the undersigned, will be terminated and you are hereby required to vacate said premises on or before said date and deliver possession thereof to the undersigned or their duly authorized agent.

In the event of your failure to vacate said premises within the period herein specified, you will be unlawfully detaining possession of said premises and in violation of Utah Code Annotated 78B-6-811 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amount of rent due for unlawful detainer. The undersigned will institute legal action to obtain restitution of the premises and a judgment for all rent, damages, court costs, attorney fees, and such other sums as provided for in the rental agreement.

THIS IS A LEGAL DOCUMENT PLEASE READ AND COMPLY WITH THE TERMS HEREIN.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

Send Notices & Communications for Owner/Representative to:

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_

\_\_\_\_\_  
 Owner/Representative

**Return of Service**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805:

- delivering a copy to the tenant personally; OR
- sending a copy through registered or certified mail addressed to the tenant at the above address; OR
- leaving a copy with a person of suitable age and discretion at tenant's place of business or residence and mailing a second copy to Tenant at the above address; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

\_\_\_\_\_  
 Signature of Server

**Self Authentication Declaration**

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Server

**Rental Housing Association of Utah \*UNAUTHORIZED REPRODUCTION OF THIS FORM IS ILLEGAL 03/2013**  
 801-487-5619 www.rhautah.org

\*By signing document, Owner/Representative attests they are an RHA Utah member in good standing.

We recommend you use one of the attorneys who are members of the Rental Housing Association. These attorneys contribute their resources, time and support to making sure the laws in Utah protect housing providers effectively. For more information look at the RHA Supplier Directory.

You may not file your own eviction if your property is owned by an LLC, a corporation, a limited partnership, or if you manage the property for the owner. Owners whose properties are in a sole proprietorship may do their own evictions.



The eviction process in Utah tends to be faster with attorneys, so make sure the money you save in legal fees is greater than the lost rent for the extra time it takes on your own (in our experience, about 2 weeks longer, on average). We also frequently hear complaints that judges don't give triple damages to housing providers when they represent themselves, so educate yourself about the potential pros and cons.

### **Eviction Disclosure Notification Requirements**

If the eviction goes to a hearing, you will need to provide the following to the defendant at least 48 hours before the hearing under Utah Rule of Civil Procedure 26.3:

- All eviction notices served
- Ledger showing itemized breakdown of all charges and payments
- A factual basis for the eviction (usually outlined in eviction notices)
- The names, phone numbers and mailing addresses of any witness you may call upon during the hearing

If you are using an attorney for your evictions, this should be happening already. If you are not using an attorney, this additional requirement may make it more difficult for you to do an eviction on your own. Also, these requirements are the same for the renter, who must provide you any documentation and witnesses they will be using during the hearing.

### **Eviction Expungement**

In Utah, a tenant is allowed to expunge an eviction from their record if both the landlord and tenant agree. The tenant must typically pay the balance owed. This is a great tool to incentivize tenants to pay off evictions.

### **Dealing with Trespassers**

State law gives renters a right to remove trespassers from their property. This means that if the renter has unwanted friends staying with them, the renter can give them a trespassing notice. If the trespassers don't move, contact the police and have them remove the trespassers from the property. (Utah Code Ann. § 76-6-206.4[2]). So, while rental operators cannot remove the unwanted individual from the property without evicting the renter, your renter now has the right to remove them for you. This is important because you can now

present your renter with two options when they have an unauthorized individual living in the apartment: either you remove them, or I will have to evict you in order to remove them.

### **Premises Abandonment**

A premises (or rental dwelling) is presumed abandoned in either the following circumstances:

1. The renter's property has been removed and rent is past due one day, or
2. The renter's personal property remains in the rental unit but there is no reasonable evidence that the renter is still living in the premises AND rent is past due 15 days

Once the property is abandoned under Utah law, a housing provider can take possession and change the locks immediately.

### **Abandoned Property**

When renters leave personal property behind, Utah law requires owners to store it for 15 days (with three exemptions if requested). The following is the procedure for dealing with abandoned personal property:

- Document the abandoned property – digital photos and written inventory
- Store items for 15 days in a secure location and both send a letter to renter (last known address) and post a notice on the door of the abandoned premises
- After 15 days, the housing provider may give items to charity, make attempts to sell them and apply all proceeds to debt, or dispose of the items
- In three cases, the housing provider must give an additional 15 days to reclaim property, if requested: (1) the renter was a victim of domestic violence; (2) the renter was hospitalized for serious injury or illness; or (3) the renter is deceased (the property belongs to the deceased renter's estate)
- Within the timeframe, any other items can be reclaimed by payment of reasonable moving and storage fees
- Within the first 5 days of taking possession of abandoned property, the housing provider must let the renter reclaim the following items with no charge: clothing, medical equipment and prescriptions, and papers and documents, such as those that verify identity and eligibility for government benefits

The housing provider does not have to store hazardous materials (dispose of properly), animals (call animal control or take them to the humane society), trash (throw it away), perishable items (clean out the refrigerator), or vehicles (these can be towed off private property and dealt with by the impound lots).

# Rental Housing in Community Associations (HOAs, PUDs)

Operating rental properties in HOAs can be a challenge, because many of the associations and their policies can be anti-housing provider and anti-renter. In both 2014 and 2015, the Utah State Legislature passed legislation to prohibit many policies that associations had passed that were hurting housing providers and renters.

The Rental Housing Association pushed for that legislation on community associations because owners and property managers had reported an increase in hostile policies that seemed designed to treat renters and rental owners differently and charge them more. Examples of policies that were made illegal include (1) charging extra fees to rent a unit; (2) restricting renters from using pools or tennis courts; and (3) having a \$500 fee each time a renter moved in or out (but not having such a fee for owners). If you have questions about specific policies or charges within your community associations, feel free to call us to discuss.

## What Community Associations Can Do

HOAs and PUDs can have policies limiting the number of units in the community that will be used as rentals. This is necessary, because in some cases, if the percentage of rentals in a community becomes too high, lenders will no longer finance individual units. State law allows community associations to set a cap. Be sure you understand the following before you buy a rental in an HOA or PUD:

1. They can require the names and contact info of renters residing in the rental
2. They can require an owner to get a signed addendum stating the renters will follow the community rules.
3. They can require a copy of the lease
4. They can have rules that are the same for owner-occupied and renter-occupied units

## What Community Associations Can't Do

1. They cannot require housing providers to give them copies of credit reports or applications with personal info
2. They cannot insist on board pre-approval of applicants. In other words, they don't get a say in who you select
3. They cannot charge any higher fees or assessments on renters or housing providers than they do to owners
4. They cannot have different rules or privileges for owners than renters

## 2023 Update

HOAs/PUDs can once again charge a fee up to \$250 per rental unit. **IF** they allow 35% of the community to be rented, RHA agreed to this to promote creation of more rental opportunities in HOAs/PUDs.



Defending Private Property Rights



Supporting Elected Officials



Collaborating With Utah Communities

**Your Investment in the P.A.C.** directly impacts the future **success of the Rental Housing Market.** Make a difference by contributing today!

[www.rhautah.org/PAC](http://www.rhautah.org/PAC)

Quality rental housing is a critical foundation of Utah communities. It is important that housing providers are involved with government affairs, coordinate with community leaders, and engage with local organizations. Become involved today by donating to the RHPAC!

**How does your investment in the RHPAC help protect your business?**

- Supports reasonable elected officials, and supports their election campaign efforts.
- Furthers collaboration efforts and defends the importance of quality rental housing.
- Helps our partners in their efforts to manage federal regulations over rental housing.
- Engages lobbyist who advocate for the rental housing industry.

Rental Housing Association of Utah  
230 W. Towne Ridge Pkwy, #175  
801-487-5619 | [gavin@rhautah.org](mailto:gavin@rhautah.org)



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