



Module 2

Renters' Rights and Expectations

Rental Housing Association of Utah

rhautah.org



Learning Objectives

Renters' Rights and Expectations

Section 1 – Knowing The Rules of Renting & Preparing To Rent

Section 2 – Applying To Rent

Section 3 – Fit Premises Protections

Section 4 – Deposit Refunds

Section 5 – Equal Housing Opportunity

Section 6 – What Are My Remedies if Landlord Violates Contract

Section 7 – How Contracts End/ Canceling Contracts Early

Final Exam – Renters' Rights and Expectations

Section 1:

Knowing the Rules of Renting & Preparing to Rent



Knowing the Rules of Renting/Preparing to Rent

- Before signing a lease, paying fees, or providing a deposit, renters should understand their lease.
- Rental housing operators should help renters understand their legal rights & the lease.





Renters' Responsibilities Under Law

- Maintain unit in safe and sanitary condition and as agreed in lease
- Dispose of waste properly
- Use systems and appliances reasonably
- Remain current on required payments
- Comply with the terms of the rental agreement
- Renter agrees to follow house rules and respect the peaceful enjoyment of others



Renter's Responsibilities During Tenancy

- Maintain the unit in a clean and safe condition
- Use systems reasonably
- Remain current on required payments
- Comply with lease terms
- Renters may not damage the property, interfere with other tenants' peaceful enjoyment, or unreasonably deny access for necessary repairs



Fees and Rents

- Utah law limits late fees to the greater of 10% of the rent or \$75
- Rental housing operators cannot collect fees that are not listed in the rental agreement
- There are state and federal requirements for fee disclosure

Renting is a Contractual Relationship

- Under Utah law, a rental agreement creates binding obligations
- Renters can expect to be held to everything in their contract and are entitled to everything in the contract



Required Disclosures

- Under Utah law, a housing provider must provide:
 - Expense disclosure
 - Rental criteria
- Rental housing operators should provide the lease as early as possible for review

Rental Expenses Disclosure

Utah requires housing providers to disclose a rental expenses summary. This can be done in advertising or along with rental criteria.

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 and help them feel that 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 renters are responsible for
- For set fees, the amount should be disclosed; for variable fees, follow the disclosure process set by the real estate rules
- 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, re-key charges, etc.)
- Any additional obligations, such as, maintaining yard, etc

RENTAL EXPENSES DISCLOSURE

Rental Information:

Property Address: _____

Owner/Property Manager Name: _____

Phone Number: _____ Email: _____

This rental disclosure is given pursuant to Utah law. This is not a contract nor is it legally binding as to the amounts or terms. The final rental agreement is the binding document. The information contained herein is valid as of the date below. You should request additional disclosure if the application process is not completed timely. Rental amounts may fluctuate based upon availability and market conditions.

You should review the lease agreement before signing. After application, if the terms of the lease are different than those disclosed herein and you determine not to accept those terms, you may be entitled to a refund of the application fees paid. After rejection of the lease terms due to the differences or non-disclosures, you may request such refund if made in writing within five business days, specifically stating the differences and the cause for such request. The request must be made as required by Utah law.

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

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

Other elective services and options may be offered that you are not required to accept. These may include but are not limited to parking, washer/dryer, pets, valet garbage, and internet/cable.

In addition, the rental agreement will contain fees, fines and costs related to breaches of the lease or actions taken (or not taken). These may include but are not limited to late fees, service of notice fees, eviction fees, tenant change fees, re-key fees, violation fines, and costs for damages.

Date: _____

Renter Signature: _____

Renter Signature: _____

Renter Signature: _____

Rental Expenses Disclosure Demo

RENTAL EXPENSES DISCLOSURE

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Owner/Property Manager Name: _____

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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: _____ _____ _____ ☐ Check box if resident is responsible for exterior maintenance including lawn, yard and snow removal For more information on expenses and fees and when they are charged, see your rental agreement.
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In addition, the rental agreement will contain fees, fines and costs related to breaches of the lease or actions taken (or not taken). These may include but are not limited to late fees, service of notice fees, eviction fees, tenant change fees, re-key fees, violation fines, and costs for damages.

Date: _____

Renter Signature: _____

Renter Signature: _____

Renter Signature: _____

Penalties for not doing Expense Disclosure

At any time within 5 days of applying, including at lease signing, renter can back out of lease and get back **ALL** of their money paid (including any application fee and deposit) if the charges in the lease are any different than those disclosed.

Note: A tenant cannot sue over rental disclosure. They can only get a refund of money paid and out of any obligation to rent.

Purpose of Rental Criteria Disclosure

- Informs the renter the criteria the rental housing operator will use to determine if they qualify for the unit
- Applicant can choose not to apply if they won't qualify
- Demonstrates the housing providers intention to provide equal housing opportunity

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 incorrect inconsistencies on the application will result in an automatic denial of the application.

- **\$ (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 a check 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 landlords, or all landlords 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 landlord.
- **RENTER'S INSURANCE:** Applicants will be required to 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/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. ie. 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 landlord 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.

Habitability and Minimal Standards

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 most cases



Entry and Notice Requirements

- Utah law requires landlords to give renters at least 24 hours' notice before entering a rental unit unless modified by contract.
- Entry should be for a lawful reason, and clear communication about access helps prevent misunderstandings and conflicts between renters and property managers.



Move-in Conditions Inspections (form)

- Taking time to document the condition of the property at move-in can help protect you from unfair security deposit deductions later.
- The Fit Premises Act requires that tenants receive an opportunity to inspect the premises.

Recap

- Renting in Utah involves understanding the legal rules behind the landlord-tenant relationship (Utah Fit Premises Act), including disclosures, habitability standards, costs, entry rights, and inspecting the unit's condition before signing a lease
- For property managers, strong compliance, transparency, and documentation at the start of a tenancy help prevent disputes later on

Section 1 Knowledge Check

Which of the following is one of a renter's responsibilities under Utah law?

- ☐ A Repaint the unit every year
- ☐ B Use systems and appliances reasonably
- ☐ C Pay for all exterior repairs
- ☐ D Provide the landlord a spare key to their car

Section 1 Knowledge Check

Which of the following is one of a renter's responsibilities under Utah law?

- ☐ A Repaint the unit every year
- ☒ B Use systems and appliances reasonably
- ☐ C Pay for all exterior repairs
- ☐ D Provide the landlord a spare key to their car

Correct

Answer: B. Renters must keep the unit safe and sanitary, dispose of waste properly, use systems reasonably, stay current on payments and follow the lease. [See slide 5.](#)

Section 1 Knowledge Check

Under Utah law, late fees are limited to:

- A 5% of the rent
- B The greater of 10% of the rent or \$75
- C A flat \$25
- D Whatever amount the landlord chooses

Section 1 Knowledge Check

Under Utah law, late fees are limited to:

- A 5% of the rent
- B The greater of 10% of the rent or \$75
- C A flat \$25
- D Whatever amount the landlord chooses

Correct

Answer: B. Utah caps late fees at the greater of 10% of rent or \$75, and operators cannot collect fees not listed in the rental agreement. [See slide 7.](#)

Section 1 Knowledge Check

Which two disclosures must a Utah housing provider give?

- ☐ A A crime report and a school rating
- ☐ B A floor plan and a utility history
- ☐ C An expense disclosure and rental criteria
- ☐ D A credit report and a tax return

Section 1 Knowledge Check

Which two disclosures must a Utah housing provider give?

A A crime report and a school rating

B A floor plan and a utility history

C An expense disclosure and rental criteria

D A credit report and a tax return

Correct

Answer: C. Utah requires an expense disclosure and rental criteria, and operators should provide the lease as early as possible for review. [See slide 9.](#)

Section 1 Knowledge Check

If the charges in the lease differ from what was disclosed, what can the renter do within 5 days of applying?

A Sue the landlord for damages

B Back out of the lease and get back all money paid

C Nothing; the lease controls

D Pay only the disclosed amount for the full term

Section 1 Knowledge Check

If the charges in the lease differ from what was disclosed, what can the renter do within 5 days of applying?

- ☐ A Sue the landlord for damages
- ☒ B Back out of the lease and get back all money paid
- ☐ C Nothing; the lease controls
- ☐ D Pay only the disclosed amount for the full term

Answer: B. The renter can back out and get a full refund, including the application fee and deposit. They cannot sue over the rental disclosure. [See slide 12.](#)

Section 1 Knowledge Check

If a habitability problem occurs, how soon must the owner substantially begin work in most cases?

- A At the next lease renewal
- B Within three days of receiving notice
- C Within 24 hours of move-in
- D Within 30 days

Section 1 Knowledge Check

If a habitability problem occurs, how soon must the owner substantially begin work in most cases?

- ☐ A At the next lease renewal
- ☒ B Within three days of receiving notice
- ☐ C Within 24 hours of move-in
- ☐ D Within 30 days

Answer: B. Owners must keep running water, electrical, heat and hot water, secure locks and any installed A/C working, and begin repairs within three days of notice. [See slide 14.](#)

Section 1 Knowledge Check

Unless the contract changes it, how much notice must a Utah landlord give before entering a unit?

A At least 24 hours

B At least 3 days

C No notice is required

D At least 1 hour

Section 1 Knowledge Check

Unless the contract changes it, how much notice must a Utah landlord give before entering a unit?

Correct

A At least 24 hours

B At least 3 days

C No notice is required

D At least 1 hour

Answer: A. Utah requires at least 24 hours' notice unless modified by contract, and entry should be for a lawful reason. See slide 15.

Section 2:

Applying To Rent





Applying To Rent

- Applying for a rental in Utah starts a formal screening process that is regulated by law, including required disclosures of rental expenses and eligibility criteria
- Landlords and property managers should use a clear, consistent, and transparent application process when evaluating prospective renters



Understanding Rental Criteria

- Before you pay an application fee, Utah law requires housing providers disclose the criteria they use to determine eligibility
- Clear, written criteria help ensure fair and consistent screening, provide clarity for renters, and reduce liability by preventing inconsistent or discriminatory application decisions

Purpose of the Rental Criteria

Rental criteria set clear, written standards that landlords use to evaluate applicants consistently and fairly, such as:

- income requirements
- credit history
- rental history
- background checks

The purpose of rental criteria is to disclose the factors landlord consider to determine an applicant's eligibility. They make the approval process transparent for renters while helping property owners apply rules uniformly, reduce confusion, and avoid inconsistent or discriminatory decisions

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1/1/2024

Rental Criteria Demo

We recommend at least a "5 finger" background check:



- Credit history
- Criminal history
- Financial history (income, employment and overall financial stability)
- Current housing provider references
- Previous housing provider references



Fee Disclosure Process

- The fee disclosure process in Utah requires housing providers to provide a written breakdown of rent, additional fees, and other expected costs before accepting any payment from a renter
- This process ensures renters know the full financial commitment upfront and helps maintain transparency and consistency in how rental costs are communicated
- Setting expectations helps reduces disputes



Liability for Improper Disclosures

- Legal disputes and financial penalties:**

Inaccurate, misleading, or missing disclosures can lead to complaints, fines, lawsuits, or compensation claims.

- Regulatory and licensing consequences:**

Businesses or professionals may face compliance investigations, disciplinary action, or damage to their professional standing and reputation.

Application Fees

Rental housing operators may charge application fees to cover the costs of screening

Application Fees Dispute Process

In Utah, the Rental Housing Association has set up a fund to refund application fees of tenants who were unjustly charged

<https://utahapplicationdisputefund.org/>

Recap

- Rental applications in Utah are subject to disclosure requirements, eligibility standards, and financial transparency rules, ensuring prospective renters understand the criteria used and any financial obligations involved
- For licensed Residential Property Managers, maintaining a consistent, documented, and transparent application process helps reduce liability and supports professional compliance standards

Section 2 Knowledge Check

When must a Utah housing provider disclose its rental criteria?

- ☐ A At lease signing
- ☐ B After the application is approved
- ☐ C Only if the applicant asks
- ☐ D Before the applicant pays an application fee

Section 2 Knowledge Check

When must a Utah housing provider disclose its rental criteria?

- A At lease signing
- B After the application is approved
- C Only if the applicant asks
- D Before the applicant pays an application fee

Correct

Answer: D. Utah law requires criteria to be disclosed before an application fee is paid, so applicants can decide whether to apply. [See slide 32.](#)

Section 2 Knowledge Check

Applicants should be compared against:

- ☐ A The leasing agent's personal impression
- ☐ B Each other
- ☐ C An objective set of written rental criteria
- ☐ D The previous tenant of the unit

Section 2 Knowledge Check

Applicants should be compared against:

A The leasing agent's personal impression

B Each other

C An objective set of written rental criteria

D The previous tenant of the unit

Correct

Answer: C. Comparing applicants to objective criteria, never to each other, keeps screening consistent and protects against discrimination claims. [See slide 33.](#)

Section 2 Knowledge Check

Which of these is part of the recommended "5 finger" background check?

A Social media activity

B Number of children

C Previous housing provider references

D Political affiliation

Section 2 Knowledge Check

Which of these is part of the recommended "5 finger" background check?

A Social media activity

B Number of children

C Previous housing provider references

D Political affiliation

Correct

Answer: C. The 5 fingers are credit history, criminal history, financial history, current housing provider references and previous housing provider references. [See slide 34.](#)

Section 2 Knowledge Check

What are application fees meant to cover?

A Future repairs to the unit

B The first month's rent

C The security deposit

D The costs of screening, such as credit and background checks

Section 2 Knowledge Check

What are application fees meant to cover?

A Future repairs to the unit

B The first month's rent

C The security deposit

D The costs of screening, such as credit and background checks

Correct

Answer: D. Application fees cover screening costs, including credit and criminal checks and administrative staff time. See slide 37.

Section 2 Knowledge Check

In Utah, where can tenants who were unjustly charged an application fee seek a refund?

- A The Division of Real Estate
- B The county assessor
- C The landlord's insurance company
- D The application dispute fund set up by the Rental Housing Association

Section 2 Knowledge Check

In Utah, where can tenants who were unjustly charged an application fee seek a refund?

- A The Division of Real Estate
- B The county assessor
- C The landlord's insurance company
- D The application dispute fund set up by the Rental Housing Association

Correct

Answer: D. The Rental Housing Association set up a fund (utahapplicationdisputefund.org) to refund unjustly charged application fees. See slide 38.

Section 3: Fit Premises Protections



Utah Fit Premises Act

- Defines “Habitability”
- Outlines Remedies and Protections for Landlords and Tenants
- Contains a “best practices” section with guidance for rental operators

Habitability

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 most cases.

NOTE: Renters must be CURRENT on all money due, and the damage cannot be caused by themselves or their guests



Late Fees & Enforceability of Charges

Utah law caps late fees at 10% of rent or \$75, whichever is greater



Renter's Responsibilities During Tenancy

- Maintain the unit in a clean and safe condition
- Use systems reasonably
- Remain current on required payments
- Comply with lease terms
- Renters may not damage the property, interfere with other tenants' peaceful enjoyment, or unreasonably deny access for necessary repairs



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Domestic Violence Protection

- Renters who are victims of domestic violence may be able to end a lease early with proper notice and documentation
- These protections are set by law and override conflicting lease terms
- Property managers should handle these requests carefully and follow the required legal process



Holdover & Tenant's Remedy for Unavailable Unit

- Holdover is when a tenant stays beyond their move out date
- If the housing provider is unable to deliver possession on the contract move-in date, the only remedy for the renter is to cancel the lease and be refunded monies paid
- Housing providers are not liable for hotels stays or moving costs

Recap

- The Utah Fit Premises Act establishes standards for **habitability, maintenance, fee limitations, renter's responsibilities and certain early termination rights**
- If a unit is not ready as promised the parties should negotiate. The tenant's only remedy is a place isn't ready when promised is to cancel lease and get a refund of monies paid

Section 3 Knowledge Check

Which of the following does the Utah Fit Premises Act do?

A Sets the maximum monthly rent

B Requires landlords to accept pets

C Regulates HOA dues

D Defines habitability and outlines remedies for landlords and tenants

Section 3 Knowledge Check

Which of the following does the Utah Fit Premises Act do?

A Sets the maximum monthly rent

B Requires landlords to accept pets

C Regulates HOA dues

D Defines habitability and outlines remedies for landlords and tenants

Correct

Answer: D. The Act defines habitability, outlines remedies and protections, and includes a best-practices section for rental operators. [See slide 51.](#)

Section 3 Knowledge Check

For a renter to use habitability protections, which conditions must be met?

- A They must hire a lawyer first
- B They must have lived in the unit for one year
- C They must have renter's insurance
- D They must be current on all money due and not have caused the damage

Section 3 Knowledge Check

For a renter to use habitability protections, which conditions must be met?

- A They must hire a lawyer first
- B They must have lived in the unit for one year
- C They must have renter's insurance
- D They must be current on all money due and not have caused the damage

Correct

Answer: D. Renters must be current on everything owed, and the damage cannot be caused by them or their guests. See slide 52.

Section 3 Knowledge Check

Which statement about domestic violence protections is correct?

- A They let landlords charge a special fee
- B They apply only if the lease includes them
- C They are set by law and override conflicting lease terms
- D They require a court hearing first

Section 3 Knowledge Check

Which statement about domestic violence protections is correct?

- A They let landlords charge a special fee
- B They apply only if the lease includes them
- C They are set by law and override conflicting lease terms
- D They require a court hearing first

Correct

Answer: C. Victims may be able to end a lease early with proper notice and documentation, and these legal protections override conflicting lease terms. [See slide 55.](#)

Section 3 Knowledge Check

If a housing provider cannot deliver possession on the move-in date, what is the renter's remedy?

A Cancel the lease and be refunded monies paid

B Sue for lost wages

C Have the provider pay moving costs

D Have the provider pay for a hotel

Section 3 Knowledge Check

If a housing provider cannot deliver possession on the move-in date, what is the renter's remedy?

Correct

A Cancel the lease and be refunded monies paid

B Sue for lost wages

C Have the provider pay moving costs

D Have the provider pay for a hotel

Answer: A. The only remedy is canceling and getting a refund. Housing providers are not liable for hotel stays or moving costs. [See slide 56.](#)

Section 3 Knowledge Check

What is a "holdover"?

- ☐ A A deposit kept after move-out
- ☐ B A late rent payment
- ☐ C A tenant staying beyond their move-out date
- ☐ D A lease that is renewed early

Section 3 Knowledge Check

What is a "holdover"?

- A A deposit kept after move-out
- B A late rent payment
- C A tenant staying beyond their move-out date
- D A lease that is renewed early

Correct

Answer: C. Holdover is when a tenant stays in the unit past their move-out date. See slide 56.

Section 4:

Deposit Refunds





Deposit Refunds

- Security deposits protect housing providers against unpaid rent, damage beyond normal wear and tear, and other lease-related losses
- Utah law regulates how deposits are handled, what can be deducted, and how disputes are resolved

Purpose of a Security Deposit

A **security deposit** is money paid by a renter to a housing provider or property owner to mitigate risk of loss and may be used to cover:

- **Unpaid rent/utilities/fees**
- **Damage over normal wear and tear**
- **Cleaning costs**
- **Other lease-authorized charges**

Wear and Tear vs Damage

Normal wear and tear is the natural, gradual deterioration of an apartment that happens from ordinary, everyday living over time. While damage involves misuse, abuse, neglect, or destruction.

A close-up photograph of a hand holding a set of keys. One of the keys has a small, brown, house-shaped keychain attached to it. The background is blurred, showing what appears to be a building and some greenery.

Timeline for Returning Deposit

- In Utah, landlords must return the security deposit balance minus itemized deductions within 30 days after move-out, or 15 days after receiving a forwarding address, whichever is later
- If they miss the deadline, the renter may send a 5-day written notice to demand compliance before taking further action

5 Day Notice of Deposit Refund

If renter does not receive their deposit disposition within 30 days, they serve a 5-Day Notice with their new address.

Landlords are required to send a deposit disposition within 5 days.

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 Telephone (____)____-_____

Tenant

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



Consequences of non-Compliance

If landlords do not comply with the 5-day notice, tenant is entitled to a hearing, and may recover:

- Full deposit
- \$100 statutory damages
- Attorney's fees and court costs

Best Practices at Move-Out

- Clear move-out instructions help renters understand

- **Cleaning**
- **key return**
- **possession surrender**
- **forwarding address requirements**

- A **structured and documented move-out process** helps reduce deposit disputes.



Recap

- Utah law requires **timely return of refundable deposits and itemized deductions** for authorized charges
- **Clear lease terms, proper documentation, and meeting deadlines** help reduce disputes and legal risk

Section 4 Knowledge Check

Which of the following may a security deposit be used to cover?

- ☐ A Damage beyond normal wear and tear
- ☐ B Upgrades for the next tenant
- ☐ C The landlord's property taxes
- ☐ D Normal wear and tear

Section 4 Knowledge Check

Which of the following may a security deposit be used to cover?

Correct

- ☒ A Damage beyond normal wear and tear
- ☐ B Upgrades for the next tenant
- ☐ C The landlord's property taxes
- ☐ D Normal wear and tear

Answer: A. Deposits may cover unpaid rent, utilities or fees, damage beyond normal wear and tear, cleaning and other lease-authorized charges. [See slide 70.](#)

Section 4 Knowledge Check

What is the difference between normal wear and tear and damage?

- A** Wear and tear comes from ordinary living; damage involves misuse, abuse, neglect or destruction
- B** Wear and tear only applies to carpets
- C** Damage is anything that happens in the first year
- D** There is no difference

Section 4 Knowledge Check

What is the difference between normal wear and tear and damage?

Correct

- A** Wear and tear comes from ordinary living; damage involves misuse, abuse, neglect or destruction
- B** Wear and tear only applies to carpets
- C** Damage is anything that happens in the first year
- D** There is no difference

Answer: A. Normal wear and tear is gradual deterioration from everyday living, while damage comes from misuse, abuse, neglect or destruction. [See slide 71.](#)

Section 4 Knowledge Check

When must a Utah landlord return the deposit balance and itemized deductions?

- ☐ A Within 60 days of move-out
- ☐ B Within 7 days of move-out
- ☐ C Only when the renter asks
- ☐ D Within 30 days after move-out, or 15 days after getting a forwarding address, whichever is later

Section 4 Knowledge Check

When must a Utah landlord return the deposit balance and itemized deductions?

A Within 60 days of move-out

B Within 7 days of move-out

C Only when the renter asks

D Within 30 days after move-out, or 15 days after getting a forwarding address, whichever is later

Correct

Answer: D. The deadline is 30 days after move-out or 15 days after receiving a forwarding address, whichever is later. See slide 72.

Section 4 Knowledge Check

If a renter doesn't receive their deposit disposition within 30 days, what can they do?

A File a police report

B Serve a 5-day notice with their new address

C Stop paying rent at their new home

D Post a review online

Section 4 Knowledge Check

If a renter doesn't receive their deposit disposition within 30 days, what can they do?

A File a police report

B Serve a 5-day notice with their new address

C Stop paying rent at their new home

D Post a review online

Correct

Answer: B. The renter serves a 5-Day Notice with their new address, and the landlord must then send the deposit disposition within 5 days. [See slide 73.](#)

Section 4 Knowledge Check

If a landlord does not comply with the 5-day notice, what can the tenant recover?

- A Only half the deposit
- B Nothing beyond the original deposit
- C The full deposit, \$100 statutory damages, and attorney's fees and court costs
- D One month's rent

Section 4 Knowledge Check

If a landlord does not comply with the 5-day notice, what can the tenant recover?

- A Only half the deposit
- B Nothing beyond the original deposit
- C The full deposit, \$100 statutory damages, and attorney's fees and court costs
- D One month's rent

Correct

Answer: C. Non-compliance entitles the tenant to a hearing and recovery of the full deposit, \$100 statutory damages, attorney's fees and court costs. See slide 74.

Section 5: Equal Housing Opportunity

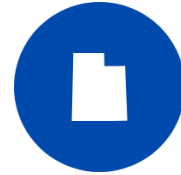


Protected Classes



Federally Protected Classes:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status
- Disability



Utah Specific Protected Classes:

- Sexual Orientation
- Gender Identity
- Source of Income

//

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



Discrimination is not Limited to Denials

- Examples of prohibited conduct include steering, unequal screening, inconsistent information, slow maintenance responses, and discouraging protected classes from applying.



Reasonable Accommodations and Modifications

- Reasonable accommodations change rules or policies, while reasonable modifications are physical changes to the property for accessibility
- Accommodation & modification requests should be reviewed individually through an interactive process; blanket denials are not consistent with Fair Housing requirements



Steering is Illegal

Steering occurs when a housing provider guides renters toward or away from specific neighborhoods or units based on a protected characteristic rather than stated criteria.



Fair Housing Chills

A Fair Housing chill happens when statements or actions discourage applicants from pursuing housing opportunities, even without an explicit denial.



How Complaints are Filed

- Tenants can file complaints with HUD or Utah's Antidiscrimination and Labor Division (UALD)
- Common sources of complaints include inconsistent rules, weak records, or informal decisions, not just intent.

Importance of Objective Policies

- **Clear written standards that are applied consistently (rental criteria), are rental operators best defense against discrimination claims**
- **Documented procedures and objective decision-making** help reduce discrimination claims and disputes



Recap

- The best defense against discrimination claims is to make **decisions based on objective criteria, not protected characteristics**
- **Consistency, documentation, and neutral practices** across all stages of property management help reduce Fair Housing risk

Section 5 Knowledge Check

Which of these is a Utah-specific protected class, not a federal one?

A Religion

B Familial status

C Source of income

D Race

Section 5 Knowledge Check

Which of these is a Utah-specific protected class, not a federal one?

A Religion

B Familial status

C Source of income

D Race

Correct

Answer: C. Utah adds sexual orientation, gender identity and source of income to the seven federal protected classes. See slide 88.

Section 5 Knowledge Check

What is the difference between a reasonable accommodation and a reasonable modification?

- A** Accommodations change rules or policies; modifications are physical changes to the property
- B** Only modifications are covered by Fair Housing
- C** They mean the same thing
- D** Accommodations are physical changes; modifications change rules

Section 5 Knowledge Check

What is the difference between a reasonable accommodation and a reasonable modification?

Correct

- A** Accommodations change rules or policies; modifications are physical changes to the property
- B** Only modifications are covered by Fair Housing
- C** They mean the same thing
- D** Accommodations are physical changes; modifications change rules

Answer: A. Requests should be reviewed individually through an interactive process. Blanket denials are not consistent with Fair Housing. **See slide 90.**

Section 5 Knowledge Check

What is steering?

A

Guiding renters toward or away from units or areas based on a protected characteristic

B

Giving directions to a property

C

Recommending a moving company

D

Applying rental criteria consistently

Section 5 Knowledge Check

What is steering?

Correct

A Guiding renters toward or away from units or areas based on a protected characteristic

B Giving directions to a property

C Recommending a moving company

D Applying rental criteria consistently

Answer: A. Steering means guiding renters based on a protected characteristic rather than stated criteria, and it is illegal. See slide 91.

Section 5 Knowledge Check

What is a "Fair Housing chill"?

- ☐ A A delay in turning on heat
- ☐ B A formal HUD warning letter
- ☐ C Statements or actions that discourage applicants, even without an explicit denial
- ☐ D A rent freeze during winter

Section 5 Knowledge Check

What is a "Fair Housing chill"?

- A A delay in turning on heat
- B A formal HUD warning letter
- C Statements or actions that discourage applicants, even without an explicit denial
- D A rent freeze during winter

Correct

Answer: C. A chill happens when words or actions discourage applicants from pursuing housing, even if no one is formally denied. See slide 92.

Section 5 Knowledge Check

Where can tenants file a housing discrimination complaint?

A HUD or Utah's Antidiscrimination and Labor Division (UALD)

B The landlord's HOA

C The Better Business Bureau only

D The county recorder

Section 5 Knowledge Check

Where can tenants file a housing discrimination complaint?

Correct

A HUD or Utah's Antidiscrimination and Labor Division (UALD)

B The landlord's HOA

C The Better Business Bureau only

D The county recorder

Answer: A. Complaints often come from inconsistent rules, weak records or informal decisions, not just intent. See slide 93.

Section 5 Knowledge Check

What is a rental operator's best defense against discrimination claims?

A Approving every applicant

B Clear written standards applied consistently

C Making decisions case by case

D Avoiding written policies

Section 5 Knowledge Check

What is a rental operator's best defense against discrimination claims?

A Approving every applicant

B Clear written standards applied consistently

Correct

C Making decisions case by case

D Avoiding written policies

Answer: B. Objective, consistently applied criteria and documented procedures are the best defense against discrimination claims. [See slide 94.](#)

Section 6:

What are my Remedies if the Housing Provider Violates the Contract?



What if a Housing Provider Does Not Fix Physical Breakage or Malfunction?

- State law (fit premises act) provides renters in good standing a remedy if rental housing operators don't address habitability issues within certain timeframes
- The process begins by serving a notice of deficient condition

Habitability & Remedies

Landlords are required to keep rental premises livable in Utah, under a legal doctrine called the "implied warranty of habitability." If you don't take care of important repairs, such as a broken heater, tenants in Utah may have two options, the right to "repair and deduct" from rent or "rent abatement" (cancel lease).



Deficient Condition Notices

In Utah, tenants can serve three different Deficient Condition Notices:

24hr Notice

Emergency – immediate threat to human health and safety.

3 Day Notice

Habitability issues including , electrical, sewer, water, heat and cooling , doors and windows that secure.

10 Day Notice

Contract issues including appliances, roofs, garage doors & anything else the lease makes the rental housing provider's responsibility.

24-Hour Deficient Condition Notice

This Notice is served when:

Dangerous conditions exist, such as those that pose a substantial risk of loss of life or a substantial risk of imminent physical harm.

3-Day Notice of Deficient Condition (Habitability)

This Notice is served when:

There is a breach of habitability, including secure premises (locks, windows, doors), lack of running water (hot & cold), working bathroom facilities, heat, cooling (if provided), and electricity.

Deficient Conditions require action within three (3) calendar days. This notice does not apply to breakage, malfunctions or other conditions that do not materially affect the physical health or safety of the ordinary renter.

10-Day Deficient Condition Notice

This Notice is served when:

There are contract issues including appliances, roofs, garage doors & anything else the lease makes the rental housing provider's responsibility.

Remedies Available to Renters on Deficient Condition Notices

Repair and Deduct – A tenant who chooses this remedy can, **if the landlord does not comply with the notice**, repair (or hire someone to repair) the issue and deduct from future rent of no greater than 2 months worth.

Rent Abatement – A tenant who chooses this remedy can, **if the landlord does not comply with the notice**, cancel the lease, move out. The landlord must refund security deposit and pre-paid rent from the date of the breach.

To Serve Deficient Condition Notices, Tenants:

- Must be **Current** on rent, fees & any other charges
- The damage can **NOT** have been caused by them or their guest

Notices of Habitability Demo

24 hr Habitability

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 5th 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

05/2019

Notices of Habitability Demo

3 Day Habitability

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 5th 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

05/2019

Notices of Habitability Demo

10 Day Habitability



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 5th 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



Judicial Remedies (going to court)

- Deposit disputes: disagreements over deductions, refunds, or deadlines.
- Unauthorized fees: charges not allowed by the lease or law.
- Improper entry: entering without proper notice or a valid reason.
- Discrimination: housing decisions based on protected traits instead of objective criteria.
- Wrongful eviction: removing a tenant without following legal steps.
- Documentation matters: clear records, notices, photos, and messages help prevent disputes.



Other potential consequences

Failure to correctly address issues can also result in:

- Bad reviews online
- Bad word of mouth
- Negative media attention

Recap

- Renters may have **legal remedies for lease violations or noncompliance with Utah law**, but these often require proper notice and documentation
- **Clear policies, consistent communication, and thorough documentation** help prevent disputes and reduce legal risk

Section 6 Knowledge Check

What starts the process for a renter's habitability remedy under the Fit Premises Act?

A Serving a notice of deficient condition

B Filing a lawsuit

C Calling the police

D Withholding rent

Section 6 Knowledge Check

What starts the process for a renter's habitability remedy under the Fit Premises Act?

Correct

A Serving a notice of deficient condition

B Filing a lawsuit

C Calling the police

D Withholding rent

Answer: A. Renters in good standing begin the process by serving a notice of deficient condition. [See slide 109.](#)

Section 6 Knowledge Check

Which deficient condition notice is used for an immediate threat to health and safety?

A 24-hour notice

B 10-day notice

C 3-day notice

D 30-day notice

Section 6 Knowledge Check

Which deficient condition notice is used for an immediate threat to health and safety?

Correct

A 24-hour notice

B 10-day notice

C 3-day notice

D 30-day notice

Answer: A. The 24-hour notice is for dangerous conditions posing a substantial risk of loss of life or imminent physical harm. See slides 111 and 112.

Section 6 Knowledge Check

A broken heater would usually be addressed with which notice?

A 3-day notice

B 10-day notice

C 24-hour notice

D 15-day notice

Section 6 Knowledge Check

A broken heater would usually be addressed with which notice?

Correct

A 3-day notice

B 10-day notice

C 24-hour notice

D 15-day notice

Answer: A. The 3-day notice covers habitability issues such as heat, electrical, sewer, water, cooling and doors and windows that secure. See slides 111 and 113.

Section 6 Knowledge Check

Contract issues such as appliances, roofs and garage doors are addressed with which notice?

A 5-day notice

B 3-day notice

C 10-day notice

D 24-hour notice

Section 6 Knowledge Check

Contract issues such as appliances, roofs and garage doors are addressed with which notice?

A 5-day notice

B 3-day notice

C 10-day notice

D 24-hour notice

Correct

Answer: C. The 10-day notice covers contract issues: appliances, roofs, garage doors and anything else the lease makes the provider's responsibility. See slides 111 and 114.

Section 6 Knowledge Check

Under the "repair and deduct" remedy, what is the most a tenant can deduct from future rent?

- A There is no limit
- B No more than 2 months' worth
- C No more than 1 week's rent
- D Up to 6 months' rent

Section 6 Knowledge Check

Under the "repair and deduct" remedy, what is the most a tenant can deduct from future rent?

- ☐ A There is no limit
- ☒ B No more than 2 months' worth
- ☐ C No more than 1 week's rent
- ☐ D Up to 6 months' rent

Correct

Answer: B. If the landlord doesn't comply, the tenant can repair the issue and deduct up to 2 months' rent. Rent abatement cancels the lease instead. [See slide 115.](#)

Section 6 Knowledge Check

To serve a deficient condition notice, a tenant must:

- ☐ A Be current on rent and fees, and not have caused the damage
- ☐ B Live in the unit at least 6 months
- ☐ C Pay a filing fee
- ☐ D Have a lawyer sign the notice

Section 6 Knowledge Check

To serve a deficient condition notice, a tenant must:

Correct

- A** Be current on rent and fees, and not have caused the damage
- B** Live in the unit at least 6 months
- C** Pay a filing fee
- D** Have a lawyer sign the notice

Answer: A. Tenants must be current on rent, fees and other charges, and the damage cannot have been caused by them or their guests. See slide 116.

Section 7:

How Contracts End and Canceling Early



There are only 4 legal ways to cancel lease during its term

1. Death of the renter
2. Service Members Civil Relief Act (members of the military can cancel a lease with 30 days notice if transferred by the military)
3. Domestic violence release
4. Fit premises notice of deficient condition release

Except for those cases, or agreement of both parties, a lease in Utah ends when proper notice is provided by either party

1. Utah law requires at least 15 days notice unless modified by your contract.
2. Read your lease carefully as requirements can be greater i.e. 30 - 60 days, etc., but can NOT be less than 15 days



Termed Leases vs Month to Month Agreements

- A **fixed-term lease** has a set start and end date, but, renews automatically (goes month-to-month) unless either party gives notice
- A **month-to-month lease** renews automatically and generally requires **15 days' written notice** before the end of the rental period to terminate

Ending a Fixed Term Lease Early

Is a tenant responsible for rent if they turn over possession?

If renters leave a fixed-term lease early, they still owe rent until re-rented (however housing providers have an “affirmative duty to mitigate damages” by renting as soon as possible.

When does a renters obligation to pay rent end?

Rent obligations generally end when the lease expires, is legally terminated, or otherwise ends under the lease terms or applicable law.

When does the renter get their deposit back?

Utah law generally requires the deposit balance and itemized deductions to be sent within 30 days after move-out, or within 15 days after the landlord gets a forwarding address, whichever is later.



Early Termination for Domestic Violence

Who can access domestic violence protections?

Renters who are victims of domestic violence and meet legal requirements may qualify for these protections.

How do I access domestic violence protections?

Provide the landlord with required written notice and supporting documentation.

What are my remedies?

Qualifying renters may be able to terminate a lease early and access other protections provided by law.

Recap

- There are four legal ways to cancel leases early
- Rental agreements end through **lease expiration, proper notice, or lawful early termination**, and failing to follow required procedures can create financial liability

Section 7 Knowledge Check

Which of the following is one of the 4 legal ways to cancel a lease during its term?

A Losing a roommate

B Buying a home

C Finding a cheaper apartment

D Domestic violence release

Section 7 Knowledge Check

Which of the following is one of the 4 legal ways to cancel a lease during its term?

A Losing a roommate

B Buying a home

C Finding a cheaper apartment

D Domestic violence release

Correct

Answer: D. The four are death of the renter, the Servicemembers Civil Relief Act, domestic violence release and a fit premises deficient condition release. [See slide 136.](#)

Section 7 Knowledge Check

Under the Servicemembers Civil Relief Act, how much notice must a transferred service member give?

A 30 days

B 7 days

C 60 days

D 90 days

Section 7 Knowledge Check

Under the Servicemembers Civil Relief Act, how much notice must a transferred service member give?

Correct

A 30 days

B 7 days

C 60 days

D 90 days

Answer: A. Members of the military can cancel a lease with 30 days' notice if transferred by the military. [See slide 136.](#)

Section 7 Knowledge Check

Unless the contract changes it, how much notice does Utah law require to end a lease?

A No notice is required

B At least 15 days

C At least 90 days

D At least 5 days

Section 7 Knowledge Check

Unless the contract changes it, how much notice does Utah law require to end a lease?

- ☐ A No notice is required
- ☒ B At least 15 days
- ☐ C At least 90 days
- ☐ D At least 5 days

Correct

Answer: B. Leases can require more notice, such as 30 to 60 days, but never less than 15 days. See slide 137.

Section 7 Knowledge Check

What happens when a fixed-term lease reaches its end date and neither party gives notice?

- ☐ A It ends and the tenant must move out
- ☐ B The deposit is forfeited
- ☐ C It goes month-to-month automatically
- ☐ D It renews for another full year

Section 7 Knowledge Check

What happens when a fixed-term lease reaches its end date and neither party gives notice?

A It ends and the tenant must move out

B The deposit is forfeited

C It goes month-to-month automatically

D It renews for another full year

Correct

Answer: C. A fixed-term lease renews automatically on a month-to-month basis unless either party gives notice. [See slide 138.](#)

Section 7 Knowledge Check

If renters leave a fixed-term lease early, what is true about rent?

- A** They owe nothing once they move out
- B** The deposit automatically covers the rest of the lease
- C** They owe rent for the entire remaining term no matter what
- D** They owe rent until the unit is re-rented, and the provider must try to re-rent it

Section 7 Knowledge Check

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- B** The deposit automatically covers the rest of the lease
- C** They owe rent for the entire remaining term no matter what
- D** They owe rent until the unit is re-rented, and the provider must try to re-rent it

Correct

Answer: D. Renters still owe rent until it's re-rented, but housing providers have an affirmative duty to mitigate damages by re-renting quickly. [See slide 139.](#)