



Module 4

Utah Fit Premises Act & Other State Laws

Rental Housing Association of Utah

rhautah.org



Learning Objectives

1. Introduction to State Landlord Tenant Law
2. Utah Fit Premises Act: Introduction
3. Deficient Condition Notices
4. Owner Obligations
5. Other Fit Premises Provisions
6. Domestic Violence Protections
7. Deposits & Deposit Dispositions
8. Other Utah Tenant Protections
9. Documentation and Risk Management

Section 1

Introduction to State Landlord Tenant Law



The Best Landlord/Tenant Law is Balanced

- Both Parties Deserve Inexpensive & Quick Remedies
- Utah Landlord/Tenant Law Seeks a Balance
- Operators Should Seek to Operate With a Win-Win Mentality

Why We Need State Landlord/Tenant Law?

- State law provides parameters in which to operate
- State law establishes baseline duties & obligations
- Protects the least sophisticated party (sometimes landlords, sometimes tenants)

Statute vs Leases

Utah Statute Establishes Standards

- Governs property habitability, maintenance, notices, deposits, abandonment, etc.
- Establishes process for disputes
- Caps some fees, sets some penalties
- Some state provisions cannot be modified by the lease

Leases Define Expectations for Both Parties

The Lease

- Defines contractual obligations
- Sets terms parties agree to
- Governs day-to-day expectations
- Enforceable between the parties
- Disputes resolved in the courts

State law largely defers to contracts

Exceptions

- Can't opt out of unlawful detainer process
- Can't opt out of federal or state Fair Housing obligations
- Can't waive right given by state or federal law

Section 1 Knowledge Check

What does state landlord/tenant law do?

- A** Sets every lease term for both parties
- B** Sets parameters and baseline duties, protecting the least sophisticated party
- C** Applies only to large apartment complexes
- D** Replaces the need for a lease

Section 1 Knowledge Check

What does state landlord/tenant law do?

- A** Sets every lease term for both parties
- B** Sets parameters and baseline duties, protecting the least sophisticated party
- C** Applies only to large apartment complexes
- D** Replaces the need for a lease

Correct

Answer: B. State law provides parameters, establishes baseline duties and obligations, and protects whichever party is less sophisticated. See slide 5.

Section 1 Knowledge Check

Which of the following does Utah statute establish?

A The monthly rent for each unit

B Standards for habitability, notices and deposits, plus fee caps

C Which tenants a landlord must accept first

D Day-to-day house rules for each property

Section 1 Knowledge Check

Which of the following does Utah statute establish?

A The monthly rent for each unit

B Standards for habitability, notices and deposits, plus fee caps

C Which tenants a landlord must accept first

D Day-to-day house rules for each property

Correct

Answer: B. Statute governs habitability, maintenance, notices, deposits and abandonment, sets dispute processes, and caps some fees. See slide 6.

Section 1 Knowledge Check

What role does the lease play?

- A** It has no legal effect
- B** It replaces the unlawful detainer process
- C** It defines contractual obligations and day-to-day expectations
- D** It overrides Fair Housing law

Section 1 Knowledge Check

What role does the lease play?

- A It has no legal effect
- B It replaces the unlawful detainer process
- C It defines contractual obligations and day-to-day expectations**
- D It overrides Fair Housing law

Correct

Answer: C. The lease sets the terms the parties agree to, governs day-to-day expectations and is enforceable between the parties. See slide 7.

Section 1 Knowledge Check

State law largely defers to contracts. Which of these can a lease NOT do?

A Set the rent amount

B Opt out of Fair Housing obligations

C Define the lease term

D Set house rules

Section 1 Knowledge Check

State law largely defers to contracts. Which of these can a lease NOT do?

A Set the rent amount

B Opt out of Fair Housing obligations

C Define the lease term

D Set house rules

Correct

Answer: B. A lease can't opt out of the unlawful detainer process or Fair Housing obligations, or waive rights given by state or federal law. [See slide 8.](#)

Section 2

Utah Fit Premises Act: Introduction



What Is The Purpose of The Fit Premises Act?

- Establishes responsibilities and remedies for tenants
- Establishes responsibilities and remedies for owners
- Defines terms

Utah Code Annotated Chapter 57 Section 22

Tenant's Duties (Shall)

- Comply with health rules & occupy in clean and sanitary condition
- Maintain plumbing, electrical, and appliances in a reasonable manner
- Dispose of all garbage in a safe and clean manner

Utah Code Annotated Title 57 Chapter 22 - 5

Tenant's Duties (Shall Continued)

- Occupy unit in manner designed and approved comply with zoning and use regulations
- Comply with rules, regulations and requirements of rental agreement
- Stay current on all payments required

Utah Code Annotated Title 57 Chapter 22 – 5

Tenant's Duties (Shall Not)

- Intentionally or negligently destroy property
- Interfere with peaceful enjoyment of others
- Unreasonably deny access to rental unit to the rental housing provider/representatives

Utah Code Annotated Title 57 Chapter 22 – 5

Owner Duties

- Maintain unit in a habitable manner & as contracted
- Provide notice of entry as provided in contract
- Other duties as described in the following slides

Utah Code Annotated Title 57 Chapter 22 - 4

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: Renter's must be CURRENT on all money due and the damage cannot be caused by themselves or their guests

Section 2 Knowledge Check

What does the Utah Fit Premises Act establish?

A Licensing rules for property managers

B Rent control limits

C Federal housing subsidies

D Responsibilities and remedies for both tenants and owners

Section 2 Knowledge Check

What does the Utah Fit Premises Act establish?

A Licensing rules for property managers

B Rent control limits

C Federal housing subsidies

D Responsibilities and remedies for both tenants and owners

Correct

Answer: D. The Act (Utah Code 57-22) sets responsibilities and remedies for tenants and owners and defines key terms. See slide 18.

Section 2 Knowledge Check

Which of these is a tenant duty ("shall") under the Fit Premises Act?

A Replace the roof when needed

B Repaint the unit at move-out

C Dispose of all garbage in a safe and clean manner

D Provide their own appliances

Section 2 Knowledge Check

Which of these is a tenant duty ("shall") under the Fit Premises Act?

A Replace the roof when needed

B Repaint the unit at move-out

C Dispose of all garbage in a safe and clean manner

D Provide their own appliances

Correct

Answer: C. Tenants must follow health rules, keep the unit clean and sanitary, use systems reasonably, dispose of garbage properly and stay current on payments. See slides 19 and 20.

Section 2 Knowledge Check

Which of these is a tenant "shall not" under the Act?

A Request repairs in writing

B Pay rent online

C Unreasonably deny the housing provider access to the unit

D Have guests over

Section 2 Knowledge Check

Which of these is a tenant “shall not” under the Act?

A Request repairs in writing

B Pay rent online

C Unreasonably deny the housing provider access to the unit

D Have guests over

Correct

Answer: C. Tenants shall not destroy property, interfere with others' peaceful enjoyment, or unreasonably deny access. See slide 21.

Section 2 Knowledge Check

Which of the following is part of the owner's duty to maintain a habitable dwelling?

A Free internet service

B A dishwasher in every unit

C Covered parking

D Heat and hot water available

Section 2 Knowledge Check

Which of the following is part of the owner's duty to maintain a habitable dwelling?

A Free internet service

B A dishwasher in every unit

C Covered parking

D Heat and hot water available

Correct

Answer: D. Habitability means running water and plumbing, electrical, heat and hot water, secure locks, and any installed A/C kept working. See slide 23.

Section 2 Knowledge Check

To use habitability protections, what must be true of the renter?

A They have renter's insurance

B They have lived there at least one year

C They have hired a contractor

D They are current on all money due and didn't cause the damage

Section 2 Knowledge Check

To use habitability protections, what must be true of the renter?

- A They have renter's insurance
- B They have lived there at least one year
- C They have hired a contractor
- D They are current on all money due and didn't cause 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 23.

Section 3

Deficient Condition Notices



Resident's Notices of Deficient Condition

In Utah, the Fit Premises Act creates a process for tenants to use if the premises is not being maintained or repaired as required by statute. Following are the three types of notices tenants may serve:

24 Hour Notice

3 Day Notice

10 Day Notice





24-Hour Dangerous Condition Notice

Qualifying Conditions – Immediate Life/Safety Threats

“Dangerous Condition” means a deficient condition that poses a substantial risk of:

- (i) imminent loss of life; or
- (ii) significant physical harm.

Required Management Response

- Immediate inspection and emergency vendor escalation – not next day
- Ownership notification and insurance carrier contact where applicable
- Evaluate temporary relocation need and document the evaluation
- Every action documented with time-stamps from the moment notice is received



3-Day Deficient Condition Notice

Qualifying Conditions

- Loss of heat during cold weather
- Significant plumbing failures
- Major electrical problems affecting habitability
- Sewage backup into the unit

What Substantial Corrective Action Means

- Scheduling a licensed vendor with earliest available appointment – confirmed
- Beginning emergency mitigation (e.g., temporary heat source)
- Restoring partial service while full repair is coordinated



10-Day Deficient Condition Notice

Qualifying Conditions

- Things guaranteed to tenant in contract that are not immediately hazardous to health and human safety e.g. ceiling fan not working garage door clicker not working etc.
- Statute says: "for a requirement imposed by rental agreement"

Operational Caution

- 10 days is not permission to wait until day 9 – inspect and coordinate immediately
- Document vendor scheduling from day one – not after the dispute arises
- Communicate proactively with the resident about timeline and next steps
- The absence of communication during the 10-day window looks like inaction

24 hr Notice

This Notice is served when:

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

3 Day Notice

This Notice is served when:

There is a habitability issue including: secure premises (locks, windows, doors), water (hot & cold) or sewer, heat, AC (if provided) and electricity.

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.

10 Day Notice

This Notice is served when:

There is an issue with a requirement imposed by rental agreement.

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.

How Notices Are Delivered

Valid Service Methods

- Personal delivery to the owner/representative
- Certified mail
- Delivery to a person of suitable age (14+) and mail a copy
- Posted on the door after failed attempt to find suitable person
- Any method allowed by lease

What is, what isn't deficient condition

Isn't (Routine Maintenance)

- Worn carpet or dated fixtures
- Slow drain – still functional
- Cosmetic wall scuffs
- Discoloration of appliance or countertops
- Preference disputes

Is (Statutory Deficient Condition)

- Heat not working
- Sewage backup into the unit
- Major electrical failure
- No hot water – extended period
- Structural safety hazard

Disputes Over Validity of Claim

Sometimes renters serve notices that are not appropriate for the issue. For instance, they may serve a 24-hour notice for something that is really a 10-day issue.

Communicate with the renter your plans and timeframe for addressing their issue. If your plans are longer than their expectations, and you are worried they will take a premature remedy seek legal counsel.

Notices Must Inform the Owner of the Remedy Tenant is Electing

When renters serve a deficient condition notice they are required to select a remedy and inform the landlord of that choice in advance. These are called the tenant's "remedies".

Remedies Available to Renters In Habitability Cases

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.

Repair and Deduct Remedy

After serving the notice, waiting the required number of days and receiving no communication and attention, the tenant may cause repairs to be made, pay for repairs, and deduct from next months rent

NOTE: Tenant must be current on all charges due, and issue can **NOT** have been caused by tenant or guests. Cost of repair may not exceed 2 times the monthly rent amount.

Rent Abatement Remedy

After serving the notice, waiting the required number of days and receiving no communication and attention, the tenant may vacate (within 10 days), the lease is considered canceled and the landlord will owe the tenant any prepaid rent and the entire amount of the deposit. Housing provider must make payment within 10 days.

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

05/2022

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

Three Notices – Three Different Obligations

24-HR (24 Hours).

"Dangerous condition" means a deficient condition that poses a substantial risk of:

- (i) imminent loss of life; or
- (ii) significant physical harm.

Requires immediate response.

3-Day (3 Calendar Days)

- Habitability issues.
- Requires substantial corrective actions within 3 days.
- Mitigate damages e.g. space heaters, etc.

10-Day (10 Calendar Days)

- Contract issues.
- Begin repairs within 10 days.
- **All cases** require timely and regular communication with residents.

Responding to Deficient Condition Notices

Risk Management View

- Document receipt of deficient condition notice
- Inspect and address the underlying conditions
- Relying on defective service as a reason not to act increases liability. Consider repairing and charging instead

How to Comply with Deficient Condition Notices

- Respond quickly and order action
- Mitigate damages (e.g. providing space heaters, etc.)
- Ongoing communication & updates to tenant

Section 3 Knowledge Check

What does a 24-hour notice address?

A A broken ceiling fan

B Worn carpet

C A late rent payment

D A dangerous condition posing a substantial risk of imminent loss of life or significant physical harm

Section 3 Knowledge Check

What does a 24-hour notice address?

A A broken ceiling fan

B Worn carpet

C A late rent payment

D A dangerous condition posing a substantial risk of imminent loss of life or significant physical harm

Correct

Answer: D. A 24-hour notice requires immediate inspection and emergency vendor escalation, not a next-day response. See slides 36 and 39.

Section 3 Knowledge Check

Which condition would typically qualify for a 3-day notice?

A Cosmetic wall scuffs

B A broken garage door clicker

C Dated light fixtures

D Loss of heat during cold weather

Section 3 Knowledge Check

Which condition would typically qualify for a 3-day notice?

A Cosmetic wall scuffs

B A broken garage door clicker

C Dated light fixtures

D Loss of heat during cold weather

Correct

Answer: D. 3-day notices cover habitability issues such as heat, major plumbing or electrical failures and sewage backups. See slides 37 and 40.

Section 3 Knowledge Check

A 10-day notice applies to which kind of issue?

A Loss of all water service

B An imminent threat to life

C A requirement imposed by the rental agreement, such as a ceiling fan

D A sewage backup

Section 3 Knowledge Check

A 10-day notice applies to which kind of issue?

A Loss of all water service

B An imminent threat to life

C A requirement imposed by the rental agreement, such as a ceiling fan

D A sewage backup

Correct

Answer: C. 10-day notices cover contract items that aren't immediately hazardous. Don't wait until day 9; inspect and coordinate immediately. See slides 38 and 41.

Section 3 Knowledge Check

Which of the following is a valid way to deliver a deficient condition notice?

A Certified mail

B A voicemail

C A social media post

D A text message to a neighbor

Section 3 Knowledge Check

Which of the following is a valid way to deliver a deficient condition notice?

Correct

A Certified mail

B A voicemail

C A social media post

D A text message to a neighbor

Answer: A. Valid methods include personal delivery, certified mail, delivery to someone 14+ with a mailed copy, posting after a failed attempt, or any lease-allowed method. See slide 42.

Section 3 Knowledge Check

Which of these is routine maintenance, NOT a statutory deficient condition?

A Heat not working

B A major electrical failure

C A slow drain that still works

D Sewage backup into the unit

Section 3 Knowledge Check

Which of these is routine maintenance, NOT a statutory deficient condition?

A Heat not working

B A major electrical failure

C A slow drain that still works

D Sewage backup into the unit

Correct

Answer: C. Worn carpet, slow-but-working drains, cosmetic scuffs and preference disputes are routine maintenance. See slide 43.

Section 3 Knowledge Check

When serving a deficient condition notice, what must the tenant also do?

A Get a court order

B Move out immediately

C Pay a filing fee

D Select a remedy and tell the landlord in advance

Section 3 Knowledge Check

When serving a deficient condition notice, what must the tenant also do?

A Get a court order

B Move out immediately

C Pay a filing fee

D Select a remedy and tell the landlord in advance

Correct

Answer: D. Tenants must choose and state their remedy, either repair and deduct or rent abatement, when they serve the notice. See slide 45.

Section 3 Knowledge Check

Under repair and deduct, the cost of repair may not exceed:

A One week's rent

B \$500

C 2 times the monthly rent

D The security deposit

Section 3 Knowledge Check

Under repair and deduct, the cost of repair may not exceed:

A One week's rent

B \$500

C 2 times the monthly rent

D The security deposit

Correct

Answer: C. If the landlord doesn't respond, the tenant may repair and deduct from rent, up to two months' rent. See slides 46 and 47.

Section 3 Knowledge Check

Under rent abatement, how quickly must the housing provider refund prepaid rent and the full deposit?

A Within 24 hours

B Within 60 days

C Within 10 days

D Within 30 days

Section 3 Knowledge Check

Under rent abatement, how quickly must the housing provider refund prepaid rent and the full deposit?

A Within 24 hours

B Within 60 days

C Within 10 days

D Within 30 days

Correct

Answer: C. The tenant may vacate within 10 days, the lease is canceled, and the provider must pay within 10 days. See slide 48.

Section 3 Knowledge Check

Relying on defective service of a notice as a reason not to act:

A Automatically voids the notice

B Protects the owner from any claims

C Is the recommended practice

D Increases liability; consider repairing and charging instead

Section 3 Knowledge Check

Relying on defective service of a notice as a reason not to act:

- A Automatically voids the notice
- B Protects the owner from any claims
- C Is the recommended practice
- D Increases liability; consider repairing and charging instead

Correct

Answer: D. Document receipt, inspect and address the condition. Ignoring a defectively served notice increases liability. See slide 53.

Section 4

Owner Obligations



What the Act Requires of Owners and Managers

- Maintain essential systems: plumbing, electrical, heating, hot water, sanitation throughout the tenancy, not just at move-in
- Respond to qualifying deficient condition notices within applicable statutory timelines
- Take substantial corrective action within the required # of days, meaningful documented steps toward resolution
- Keep records that demonstrate timely response, vendor contracts, scheduling confirmations, communication logs

How to Comply with Deficient Condition Notices

- Respond quickly and order action
- Mitigate damages (e.g. providing space heaters, etc.)
- Ongoing communication & updates to tenant



Environmental Hazards Require Elevated Response

- Mold
- Methamphetamine Contamination
- Sewage Intrusion
- Radon
- Structural instability
 - These conditions require qualified professionals – not management assessment
 - Document observations, escalate, involve insurance, preserve all records

Vendor Coordination is a Management Responsibility

Common Vendor Oversight Failures

- Vendor doesn't appear, no follow up or escalation
- Repair completed but not inspected or verified
- Vendor scheduling undocumented
- Assuming the vendor "handled it"

Strong Vendor Oversight Looks Like

- Appointment confirmed in writing at time of scheduling
- Follow-up if vendor doesn't appear same day
- Work order in the file before the repair
- Invoice in the file after the repair
- Inspection confirming completion where appropriate

Section 4 Knowledge Check

Owners must maintain essential systems such as plumbing, heating and hot water:

A Throughout the tenancy, not just at move-in

B Only when a tenant complains

C Only during winter months

D Only at move-in

Section 4 Knowledge Check

Owners must maintain essential systems such as plumbing, heating and hot water:

Correct

A Throughout the tenancy, not just at move-in

B Only when a tenant complains

C Only during winter months

D Only at move-in

Answer: A. Owners must maintain essential systems throughout the tenancy and respond within statutory timelines. See slide 74.

Section 4 Knowledge Check

Which of the following is a recommended way to comply with a deficient condition notice?

A Mitigate damages, such as providing space heaters

B Stop communicating until repairs are done

C Ask the tenant to fix it themselves

D Wait until the last allowed day

Section 4 Knowledge Check

Which of the following is a recommended way to comply with a deficient condition notice?

Correct

A Mitigate damages, such as providing space heaters

B Stop communicating until repairs are done

C Ask the tenant to fix it themselves

D Wait until the last allowed day

Answer: A. Respond quickly and order action, mitigate damages, and keep the tenant updated throughout. See slides 54 and 75.

Section 4 Knowledge Check

Who should assess environmental hazards such as mold, meth contamination or radon?

A The tenant

B Management staff

C Any available vendor

D Qualified professionals

Section 4 Knowledge Check

Who should assess environmental hazards such as mold, meth contamination or radon?

A The tenant

B Management staff

C Any available vendor

D Qualified professionals

Correct

Answer: D. These conditions need qualified professionals. Document, escalate, involve insurance and preserve all records. See slide 76.

Section 4 Knowledge Check

Which is an example of strong vendor oversight?

- A** Assuming the vendor “handled it”
- B** Confirming the appointment in writing at the time of scheduling
- C** Skipping inspection after the repair
- D** Leaving scheduling undocumented

Section 4 Knowledge Check

Which is an example of strong vendor oversight?

A Assuming the vendor “handled it”

B Confirming the appointment in writing at the time of scheduling

C Skipping inspection after the repair

D Leaving scheduling undocumented

Correct

Answer: B. Strong oversight includes written confirmations, same-day follow-up, work orders and invoices on file, and inspections. See slide 77.

Section 5

Other Fit Premises Provisions





Fee Transparency

- All required charges must be disclosed before application funds are accepted
- Charges appearing in the lease that were not in the expense disclosure may give tenants' grounds to challenge the lease terms
- Inconsistent fee disclosure between staff or applicants creates both consumer protection exposure and Fair Housing risk

Penalties for not doing Expense Disclosure

Any time within 5 days of applying, including at lease signing, renter can back out of lease and get back any 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.

Other Fit Premises Rules

In Utah, Rental Criteria is required to charge an application fee; owners must disclose all criteria used to determine eligibility to rent before taking an application fee.

REVIEW - Requirements to Charge an Application Fee in Utah

- Rental Expense Disclosure
- The criteria an owner will use to determine a renter's eligibility for the unit – called rental criteria

Notice of Entry

Except as otherwise provided in the rental agreement, an owner shall provide the renter at least 24 hours prior notice of the owner's entry into the renter's residential rental unit.

Utah Code

§ 57-22-4(2)



ENTRY NOTICE

Pursuant to the terms and conditions of the Residential Rental Agreement, notice is hereby given that your premises were entered today by Owner or its Representative.

Date of Entry: _____

Approximate Time: _____

Purpose of Entry: _____

The terms and conditions of the Residential Rental Agreement give the Owner its Representative's specific rights to enter and inspect the premises. Proper notice is not always required, and this entry was done pursuant to the appropriate terms.

No Resident or occupant was present when the entry was made. Often entry is required for maintenance, problems, or inspection. It is not necessary for any Resident or person to be present for Owner or its Representative to enter for lawful purposes.

If you have questions or concerns about the reasons for the entry, please contact Owner or its Representative.

Left in the premises on this _____ day of _____, 20____.

Rental Housing Association of Utah *UNAUTHORIZED REPRODUCTION OF THIS FORM IS ILLEGAL 12/2012

801-487-5619 www.rhautah.org

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

Other Fit Premises Rules

- State law caps Late Fee at 10% of monthly rent (one time, once per month)
- Requires that fees, fines, assessments and other costs must be in the contract, or if the agreement is month to month, there must be 15 days notice of the change

More Fit Premises Requirements

- Owner must provide the renter with name address and contact number of authorized contact or manager
- Owner must provide a copy of the rental agreement and any addendums or rules and regulations
- If owner cannot deliver possession of unit on the date promised the tenant may cancel contract and owner must refund any prepaid monies promptly

More Fit Premises Requirements (Continued)

- Owner Must provide a written inventory of the condition of the rental unit
- Owner must allow tenant opportunity to document condition of the unit
- Owner must provide opportunity for tenant to do a walk through of the property (in person or virtual)

** No cause of action or lease cancellation if owner fails to comply*

Section 5 Knowledge Check

When must all required charges be disclosed?

A After the first month

B At lease renewal

C Before application funds are accepted

D At move-in

Section 5 Knowledge Check

When must all required charges be disclosed?

A After the first month

B At lease renewal

C Before application funds are accepted

D At move-in

Correct

Answer: C. Charges in the lease that weren't in the expense disclosure may give tenants grounds to challenge the lease. See slide 87.

Section 5 Knowledge Check

If lease charges differ from the expense disclosure, what can the renter do within 5 days of applying?

A Back out and get a refund of money paid

B Nothing

C Sue for damages

D Pay only half the rent

Section 5 Knowledge Check

If lease charges differ from the expense disclosure, what can the renter do within 5 days of applying?

Correct

A Back out and get a refund of money paid

B Nothing

C Sue for damages

D Pay only half the rent

Answer: A. The renter can back out and be refunded, including the application fee and deposit. They cannot sue over the disclosure. See slide 88.

Section 5 Knowledge Check

What two things must a Utah owner provide before charging an application fee?

A A rental expense disclosure and rental criteria

B A credit report and a floor plan

C A lease and a move-in checklist

D A deposit receipt and keys

Section 5 Knowledge Check

What two things must a Utah owner provide before charging an application fee?

Correct

A A rental expense disclosure and rental criteria

B A credit report and a floor plan

C A lease and a move-in checklist

D A deposit receipt and keys

Answer: A. Owners must disclose rental expenses and all criteria used to determine eligibility before taking an application fee. See slides 89 and 90.

Section 5 Knowledge Check

Unless the rental agreement says otherwise, how much notice must an owner give before entering?

A At least 3 days

B None

C At least 24 hours

D At least 1 hour

Section 5 Knowledge Check

Unless the rental agreement says otherwise, how much notice must an owner give before entering?

A At least 3 days

B None

C At least 24 hours

D At least 1 hour

Correct

Answer: C. Utah Code 57-22-4(2) requires at least 24 hours' prior notice unless the rental agreement provides otherwise. See slide 91.

Section 5 Knowledge Check

For a month-to-month agreement, how much notice is required to change fees or other costs?

A 15 days

B No notice is required

C 60 days

D 3 days

Section 5 Knowledge Check

For a month-to-month agreement, how much notice is required to change fees or other costs?

Correct

A 15 days

B No notice is required

C 60 days

D 3 days

Answer: A. Fees and other costs must be in the contract; for month-to-month agreements a change needs 15 days' notice. See slide 92.

Section 5 Knowledge Check

Which of these must an owner provide to the renter?

A A parking space

B A written inventory of the unit's condition

C A free first month's rent

D New appliances

Section 5 Knowledge Check

Which of these must an owner provide to the renter?

A A parking space

B A written inventory of the unit's condition

C A free first month's rent

D New appliances

Correct

Answer: B. Owners must also provide contact info, a copy of the agreement and rules, and an opportunity to document the unit's condition. See slides 93 and 94.

Section 6

Domestic Violence and Protected Early Termination Rights



Crime Victims and Domestic Violence Rights

Change of Locks

- Upon Request owner must change locks for a tenant who is a victim of crime
- Owner can charge for this service

Domestic Violence

- Owner must allow tenant out of lease if victim of domestic violence
- Requires copy of police report or protective order
- Requires payment "termination fee" = to one months rent

Domestic Violence Protections

If one of your tenants is a victim of domestic violence, they are allowed to cancel their lease if they meet certain conditions:

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 30-day notice of lease cancellation and must move within 15 day.
4. The tenant pays a 30-day rent equivalent lease termination

The Managers Role in a Domestic Violence Lease Cancellation Request

What Management Evaluates

- Did the resident provide qualifying notice?
- Was the required documentation provided?
- Does the documentation meet the statutory standard?
- What is the effective termination timeline?

What management Does Not Do

- Question the resident about the incident
- Request documentation beyond what statute authorizes
- Impose additional verification requirements
- Delay processing while seeking more information
- Discuss the situation with other staff unnecessarily

Documentation, Confidentiality, and Lease Processing

Qualifying Documentation (Statutory – Do Not Request More)

- Protective order or court record
- Police report
- Statement from a qualified advocate, attorney, or licensed professional
- Other documentation permitted under Utah statute

Confidentiality – Legal Obligation

- Documentation must not be shared broadly
- Forwarding address is strictly confidential
- File access limited to operational necessity
- Improper disclosure = safety risk + legal liability

Possession and Lock Issue

- Competing occupant possession claims require legal guidance
- Do not change locks without understanding all occupants' legal rights
- Document every communication and decision made
- Taking sides in a dispute – even with good intent – creates liability

Section 6 Knowledge Check

When a tenant who is a crime victim asks for a lock change, the owner:

A Must change the locks and can charge for it

B Must wait for a court order

C Must change the locks for free

D May refuse the request

Section 6 Knowledge Check

When a tenant who is a crime victim asks for a lock change, the owner:

Correct

A Must change the locks and can charge for it

B Must wait for a court order

C Must change the locks for free

D May refuse the request

Answer: A. On request, the owner must change locks for a tenant who is a crime victim, and can charge for the service. See slide 108.

Section 6 Knowledge Check

What must a domestic violence victim provide to cancel their lease?

- A** A police report or court document proving they're a victim
- B** Two personal references
- C** A letter from their employer
- D** Nothing beyond verbal notice

Section 6 Knowledge Check

What must a domestic violence victim provide to cancel their lease?

Correct

- A** A police report or court document proving they're a victim
- B** Two personal references
- C** A letter from their employer
- D** Nothing beyond verbal notice

Answer: A. They must also give 30 days' notice, move out within 15 days, and pay a 30-day rent-equivalent termination fee. See slides 108 and 109.

Section 6 Knowledge Check

Which of these should management NOT do when handling a domestic violence cancellation request?

A Question the resident about the incident

B Determine the effective termination timeline

C Check that qualifying documentation was provided

D Confirm notice was given

Section 6 Knowledge Check

Which of these should management NOT do when handling a domestic violence cancellation request?

Correct

A Question the resident about the incident

B Determine the effective termination timeline

C Check that qualifying documentation was provided

D Confirm notice was given

Answer: A. Management shouldn't question the resident, ask for extra documentation, add verification steps or delay processing. See slide 110.

Section 6 Knowledge Check

How should a domestic violence victim's forwarding address be handled?

A Posted in the tenant file for anyone

B Given to the other occupants

C Kept strictly confidential

D Shared with other staff

Section 6 Knowledge Check

How should a domestic violence victim's forwarding address be handled?

A Posted in the tenant file for anyone

B Given to the other occupants

C Kept strictly confidential

D Shared with other staff

Correct

Answer: C. Documentation must not be shared broadly. Improper disclosure creates a safety risk and legal liability. See slide 111.

Section 7

Deposits & Deposit Dispositions



Purpose of Deposits

- Risk mitigation
- Incentive for proper treatment and return of possession



Security Deposit Refund Requirements

Utah law specifically requires that “no later than 30 days after the day on which a renter vacates and returns possession of a rental property,” you “shall deliver to the renter at the renter's last known address: (a) the balance of any deposit; (b) the balance of any prepaid rent; and (c) if the owner or owner’s agent made any deductions from the deposit or prepaid rent, a written notice that itemizes and explains the reason for each deduction.”

Utah Code § 57-17-3(2)

Renter Remedy if Deposit Disposition Not Sent

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

Landlords are required to send money and/or a deposit disposition within 5 days.

If the renter does not receive these things within 5 days, there is a penalty phase including \$100 statutory damages and the landlord will be responsible for the renter's attorneys' fees and court costs.

5 Day Notice of Deposit Refund

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

Landlords are required to send money and/or a deposit disposition within 5 days.

If the renter does not receive these things within 5 days, there is a penalty phase including \$100 statutory damages and the landlord will be responsible for the renter's attorneys' fees and court costs



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



Wear & Tear vs. Damage

- **Normal wear** – minor scuffs, carpet compression, small nail holes – is not deductible.
- **Damage** – large holes, stained carpet, broken fixtures – is deductible when documented.

The move-in inspection establishes which category applies.

Section 7 Knowledge Check

What is the purpose of a security deposit?

A Prepaying the last month's rent

B Paying for normal wear and tear

C Extra income for the owner

D Risk mitigation and an incentive for proper treatment and return of possession

Section 7 Knowledge Check

What is the purpose of a security deposit?

A Prepaying the last month's rent

B Paying for normal wear and tear

C Extra income for the owner

D Risk mitigation and an incentive for proper treatment and return of possession

Correct

Answer: D. Deposits mitigate risk and give renters an incentive to care for the unit and return possession properly. See slide 121.

Section 7 Knowledge Check

Under Utah Code 57-17-3, when must the deposit balance and itemized deductions be delivered?

A No later than 30 days after the renter vacates and returns possession

B Within 7 days

C Within 90 days

D At the end of the calendar year

Section 7 Knowledge Check

Under Utah Code 57-17-3, when must the deposit balance and itemized deductions be delivered?

Correct

A No later than 30 days after the renter vacates and returns possession

B Within 7 days

C Within 90 days

D At the end of the calendar year

Answer: A. The balance of the deposit and prepaid rent, plus an itemized notice of deductions, go to the renter's last known address. See slide 122.

Section 7 Knowledge Check

If a landlord doesn't respond to a renter's 5-day notice, the landlord may owe:

A Nothing more than the deposit

B \$100 statutory damages plus attorney's fees and court costs

C One month's rent

D Triple the deposit

Section 7 Knowledge Check

If a landlord doesn't respond to a renter's 5-day notice, the landlord may owe:

A Nothing more than the deposit

B \$100 statutory damages plus attorney's fees and court costs

C One month's rent

D Triple the deposit

Correct

Answer: B. If money or a disposition isn't sent within 5 days, a penalty phase begins with \$100 damages, attorney's fees and court costs. See slides 123 and 124.

Section 7 Knowledge Check

Which of these is normal wear and tear that can NOT be deducted?

A Large holes in walls

B Broken fixtures

C Small nail holes

D Stained carpet

Section 7 Knowledge Check

Which of these is normal wear and tear that can NOT be deducted?

A Large holes in walls

B Broken fixtures

C Small nail holes

D Stained carpet

Correct

Answer: C. Minor scuffs, carpet compression and small nail holes are wear and tear. The move-in inspection sets the baseline. See slide 125.

Section 8

Other Utah Tenant Protections



What is Holdover?

What happens if owner is unable to fulfill contract and provide the rental unit by the agreed upon time?

- The renter **MUST** be allowed to be let out of the contract. Or can choose to move in as soon as ready.
- The landlord is not obligated to pay for tenant's expenses e.g. hotel, moving expenses.

A renter's only remedy on holdover is to cancel the lease.

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
 - (3) the renter deceased (the property belongs to the deceased renter's estate).



Abandoned Property Cont.

- 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).



Abandoned Premises

A premises (or rental dwelling) is *presumed abandoned and subject to a housing provider changing the locks and taking possession of the premises in the two following circumstances:

1. The renter's property has been removed and rent is past due one day.
2. The renter's personal property remains in the apartment 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.



Abandonment: Premises vs. Personal Property

Premises Abandonment

Two qualifying triggers under Utah law:

- Tenant's property removed AND rent past due 1 day
- Property remains but no reasonable evidence of occupancy AND rent past due 15 days

Once these conditions are met – housing provider may retake possession and change locks

Personal Property (Left Behind)

- Documented with photos and written inventory immediately
- Store in secure location for 15 days
- After 15 days: donate, sell (proceeds to debt), or dispose
- First 5 days: tenant may reclaim clothing, meds, ID documents at no charge

Extended 15-day hold required if requestee by: DV victims, hospitalized tenants decreased tenant's estate.

Section 8 Knowledge Check

If an owner can't provide the unit by the agreed time, what is the renter's remedy?

A The owner must pay moving costs

B The owner must pay for a hotel

C Sue for lost wages

D Cancel the lease, or move in when it's ready

Section 8 Knowledge Check

If an owner can't provide the unit by the agreed time, what is the renter's remedy?

A The owner must pay moving costs

B The owner must pay for a hotel

C Sue for lost wages

D Cancel the lease, or move in when it's ready

Correct

Answer: D. The renter must be allowed out of the contract; the landlord isn't obligated to pay hotel or moving expenses. See slide 135.

Section 8 Knowledge Check

How long must an owner store a renter's abandoned personal property?

A 3 days

B 30 days

C 15 days

D 90 days

Section 8 Knowledge Check

How long must an owner store a renter's abandoned personal property?

A 3 days

B 30 days

C 15 days

D 90 days

Correct

Answer: C. Document it, store it securely for 15 days and notify the renter. Afterward it may be donated, sold or disposed of. See slide 136.

Section 8 Knowledge Check

Within the first 5 days, which items may a renter reclaim at no charge?

A Clothing, medical equipment and prescriptions, and ID documents

B Anything they left behind

C Vehicles

D Furniture and electronics

Section 8 Knowledge Check

Within the first 5 days, which items may a renter reclaim at no charge?

Correct

A Clothing, medical equipment and prescriptions, and ID documents

B Anything they left behind

C Vehicles

D Furniture and electronics

Answer: A. Other items can be reclaimed by paying reasonable moving and storage fees within the timeframe. See slide 137.

Section 8 Knowledge Check

Which of these does the housing provider NOT have to store?

A Perishable items

B Medical equipment

C Personal documents

D Clothing

Section 8 Knowledge Check

Which of these does the housing provider NOT have to store?

Correct

A Perishable items

B Medical equipment

C Personal documents

D Clothing

Answer: A. Providers don't have to store hazardous materials, animals, trash, perishables or vehicles. [See slide 137.](#)

Section 8 Knowledge Check

When is a premises presumed abandoned if the renter's belongings have been removed?

- A** When rent is past due one day
- B** Immediately, even if rent is paid
- C** Only after a court order
- D** When rent is past due 30 days

Section 8 Knowledge Check

When is a premises presumed abandoned if the renter's belongings have been removed?

Correct

- A** When rent is past due one day
- B** Immediately, even if rent is paid
- C** Only after a court order
- D** When rent is past due 30 days

Answer: A. If belongings remain but there's no evidence of occupancy, rent must be 15 days past due. Then locks may be changed. See slides 138 and 139.

Section 9

Documentation, Retaliation, and Risk Management



What Effective Documentation Must Accomplish

Establish the Facts	Demonstrate Compliance	Support Consistency
• What condition was observed • When the notice was received • What communication occurred • What repair was performed and when	• Applicable timeline was followed • Correct notice type was used • Required disclosures were made • Statutory procedures were not bypassed	• Similarly situated residents treated the same • Decisions applied uniformly across staff • Exceptions documented when granted • No selective enforcement pattern

Document the Following Things for Tenant Screening

- Rental criteria
- Any changes to rental criteria dated
- Collect confirmation of receipt of expense disclosure from applicant
- Order of applicants and adherence to first qualified applicant rule
- Document approval/rejection and why
- All communications with prospects

Document the Following Things for Deficient Condition Notices

- Document receipt of a deficient condition notice
- Document action taken within the required timeframe
- Keep the tenant in the loop until project completion document communications between housing provider and tenant

Security Deposits: The Documentation Chain

- **Move-in Inspection:** Baseline condition documented with photos. Signed by both parties.
- **During Tenancy:** Regular inspections. Repair and charge for resident caused damages as you go.
- **Move-out inspection:** Condition compared to move-in. Photos. Signed notes.
- **Vendor/Utility Invoices:** Actual costs documented with itemized invoices for each deduction.
- **30-Day Disposition:** Return + itemized statement within 30 days of vacate+ forwarding address.

Retaliation Prohibition

Utah statute does not have a specific comprehensive section explicitly banning landlord retaliation in residential leases. Instead protection against retaliatory eviction comes from case law specifically the Utah Supreme Court ruling in "*Building Monitoring Systems v. Paxton*".

Additionally federal and state Fair Housing Acts prohibit retaliation for filing a complaint.

Retaliation Prohibition

Protected Tenant Activity

- Filing a government complaint
- Asserting habitability rights
- Participating in tenant organizing

Prohibited Retaliatory Actions

- Rent increases in response
- Decreased services
- Termination notices or eviction filings

Timing matters: An adverse action taken shortly after protected activity creates a presumption of retaliation. Adverse decisions must have documented, independent bases that predate the protected activity.

When to Involve Others

The following situations may require escalation to supervisory staff, ownership, and where appropriate – legal counsel:

- Threat of litigation or receipt of a demand letter
- Domestic violence requests and possession disputes
- Fair Housing complaint filed with HUD or UALD
- Dangerous conditions – gas, flooding, structural
- Major property damage requiring insurance involvement
- DRE complaint or licensing investigation initiated

Section 9 Knowledge Check

Which of the following should effective documentation demonstrate?

A That staff used their personal judgment

B That only verbal notices were given

C That rules changed for each resident

D That the applicable timeline was followed

Section 9 Knowledge Check

Which of the following should effective documentation demonstrate?

A That staff used their personal judgment

B That only verbal notices were given

C That rules changed for each resident

D That the applicable timeline was followed

Correct

Answer: D. Documentation should establish facts, demonstrate compliance and show consistency across residents and staff. See slide 151.

Section 9 Knowledge Check

For tenant screening, which of these should be documented?

A Applicants' religious beliefs

B The order of applicants and adherence to the first qualified applicant rule

C Only approved applicants

D Nothing, if the criteria are written

Section 9 Knowledge Check

For tenant screening, which of these should be documented?

A Applicants' religious beliefs

B The order of applicants and adherence to the first qualified applicant rule

C Only approved applicants

D Nothing, if the criteria are written

Correct

Answer: B. Also document criteria and dated changes, receipt of expense disclosures, approvals and denials with reasons, and communications. See slide 152.

Section 9 Knowledge Check

What is the first step in the security deposit documentation chain?

A The 30-day disposition

B Vendor invoices

C The move-out inspection

D A move-in inspection with photos, signed by both parties

Section 9 Knowledge Check

What is the first step in the security deposit documentation chain?

A The 30-day disposition

B Vendor invoices

C The move-out inspection

D A move-in inspection with photos, signed by both parties

Correct

Answer: D. The chain runs move-in inspection, inspections during tenancy, move-out inspection, invoices, then the 30-day disposition. See slide 154.

Section 9 Knowledge Check

In Utah, protection against retaliatory eviction comes mainly from:

A HOA rules

B Case law (Building Monitoring Systems v. Paxton)

C A specific comprehensive statute

D The lease agreement

Section 9 Knowledge Check

In Utah, protection against retaliatory eviction comes mainly from:

A HOA rules

B Case law (Building Monitoring Systems v. Paxton)

C A specific comprehensive statute

D The lease agreement

Correct

Answer: B. Utah statute has no comprehensive anti-retaliation section; protection comes from case law and Fair Housing Acts. See slide 155.

Section 9 Knowledge Check

A rent increase shortly after a tenant asserts habitability rights:

A Creates a presumption of retaliation

B Is required by law

C Is always allowed

D Has no legal significance

Section 9 Knowledge Check

A rent increase shortly after a tenant asserts habitability rights:

Correct

- A** Creates a presumption of retaliation
- B** Is required by law
- C** Is always allowed
- D** Has no legal significance

Answer: A. Adverse decisions need documented, independent reasons that predate the tenant's protected activity. See slide 156.

Section 9 Knowledge Check

Which situation may require escalation to ownership or legal counsel?

A Receiving a demand letter

B A rent payment made on time

C Routine carpet cleaning

D Scheduling a move-in walkthrough

Section 9 Knowledge Check

Which situation may require escalation to ownership or legal counsel?

Correct

A Receiving a demand letter

B A rent payment made on time

C Routine carpet cleaning

D Scheduling a move-in walkthrough

Answer: A. Escalate for litigation threats, DV and possession disputes, Fair Housing complaints, dangerous conditions and DRE investigations. See slide 157.