



Utah

Landlord - Tenant Laws Complete Guide



Utah Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Utah's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Utah.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: Utah does not limit the amount a landlord can charge a renter for a security deposit.

Legal Statute:

No content available

Security Deposit Interest:

What This Means: No statute.

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute.

Legal Statute:

No content available

Non-refundable fees:

What This Means: Non-refundable deposits are permitted, but only if disclosed in writing at the time of the landlord's acceptance of the deposit.

Legal Statute:

If there is a written agreement and if any part of the deposit is to be made non-refundable, it must be so stated in writing to the renter at the time the deposit is taken by the owner or designated agent.

Utah Code § 57-17-2

Enacted by Chapter 74, 1981 General Session

Pet Deposits and Additional Fees:

What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: The landlord must return the security deposit no later than 30 days after the day on which a renter vacates and returns possession of a rental property to the owner or the owner's agent, The owner or the owner's agent shall deliver the security deposit to the renter at the renter's last known address.

Legal Statute:

(1) Upon termination of a tenancy, the owner or the owner's agent may apply property or money held as a deposit toward the payment of rent, damages to the premises beyond reasonable wear and tear, other costs and fees provided for in the contract, or cleaning of the unit.

(2) No later than 30 days after the day on which a renter vacates and returns possession of a rental property to the owner or the owner's agent, the owner or the owner's agent 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 the owner's agent made any deductions from the deposit or prepaid rent, a written notice that itemizes and explains the reason for each deduction.

(3) If an owner or the owner's agent fails to comply with the requirements described in Subsection (2), the renter may serve the owner or the owner's agent, in accordance with Subsection (4), a notice that:

(a) states:

(i) the names of the parties to the rental agreement;

(ii) the day on which the renter vacated the rental property;

(iii) that the owner or the owner's agent has failed to comply with the requirements described in Subsection (2); and

(iv) the address where the owner or the owner's agent may send the items described in Subsection (2); and

(b) is substantially in the following form:

TENANT'S NOTICE TO PROVIDE DEPOSIT DISPOSITION

TO: (insert owner or owner's agent's name)

RE: (insert address of rental property)

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

NOTICE IS FURTHER GIVEN that the tenant vacated the property on the ____ day of _____, 20__.

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

Tenant's Name(s): _____

Mailing Address _____ City _____ State _____ Zip _____

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

Dated this ____ day of _____, 20__.

Return of Service

On this ____ day of _____, 20__, I swear and attest that I served this notice in compliance with Utah Code Section 57-17-3 by:

____ Delivering a copy to the owner or the owner's agent personally at the address provided in the lease agreement;

____ Leaving a copy with a person of suitable age and discretion at the address provided in the lease agreement because the owner or the owner's agent was absent from the address provided in the lease agreement;

____ Affixing a copy in a conspicuous place at the address provided in the lease agreement because a person of suitable age or discretion could not be found at the address provided in the lease agreement; or

____ Sending a copy through registered or certified mail to the owner or the owner's agent at the address provided in the lease agreement.

The owner's address to which the service was effected is:

Address _____ City _____ State _____ Zip _____

_____ (server's signature)

Self-Authentication Declaration

Pursuant to Utah Code Title 78B, Chapter 18a, Uniform Unsworn Declarations Act, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

_____ (server's signature)

(4) A notice described in Subsection (3) shall be served:

(a)

(i) by delivering a copy to the owner or the owner's agent personally at the address provided in the lease agreement;

(ii) if the owner or the owner's agent is absent from the address provided in the lease agreement, by leaving a copy with a person of suitable age and discretion at the address provided in the lease agreement; or

(iii) if a person of suitable age or discretion cannot be found at the address provided in the lease agreement, by affixing a copy in a conspicuous place at the address provided in the lease agreement; or

(b) by sending a copy through registered or certified mail to the owner or the owner's agent at the address provided in the lease agreement.

(5) Within five business days after the day on which the notice described in Subsection (3) is served, the owner or the owner's agent shall comply with the requirements described in Subsection (2).

Utah Code § 57-17-3

Amended by Chapter 298, 2018 General Session ,§ 1, eff. 5/8/2018.

Amended by Chapter 384, 2016 General Session ,§ 1, eff. 5/10/2016.

Amended by Chapter 258, 2015 General Session ,§ 62, eff. 5/12/2015.

Amended by Chapter 397, 2014 General Session ,§ 6, eff. 5/13/2014.

Enacted by Chapter 74, 1981 General Session

Permitted Uses of the Deposit:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit can be Withheld:

What This Means: If the owner or the owner's agent made any deductions from the deposit or prepaid rent, a written notice that itemizes and explains the reason for each deduction must be presented to the renter.

Legal Statute:

Upon termination of a tenancy, the owner or the owner's agent may apply property or money held as a deposit toward the payment of rent, damages to the premises beyond reasonable wear and tear, other costs and fees provided for in the contract, or cleaning of the unit.

No later than 30 days after the day on which a renter vacates and returns possession of a rental property to the owner or the owner's agent, the owner or the owner's agent 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 the owner's agent made any deductions from the deposit or prepaid rent, a written notice that itemizes and explains the reason for each deduction.

If an owner or the owner's agent fails to comply with the requirements described in Subsection (2), the renter may serve the owner or the owner's agent, in accordance with Subsection (4), a notice that:

(a) states:

(i) the names of the parties to the rental agreement;

(ii) the day on which the renter vacated the rental property;

(iii) that the owner or the owner's agent has failed to comply with the requirements described in Subsection (2); and

(iv) the address where the owner or the owner's agent may send the items described in Subsection (2); and

(b) is substantially in the provided form.

The notice may be served by:

(a) Delivering a copy personally, leaving a copy with a suitable person, or affixing a copy in a conspicuous place at the lease agreement address; or

(b) Sending a copy through registered or certified mail.

Within five business days after service of the notice, the owner or the owner's agent must comply with the deposit return requirements.

Require Written Description/Itemized List of Damages and Charges:

What This Means: If the owner or the owner's agent made any deductions from the deposit or prepaid rent, a written notice that itemizes and explains the reason for each deduction must be presented to the renter.

Legal Statute:

(1) Upon termination of a tenancy, the owner or the owner's agent may apply property or money held as a deposit toward the payment of rent, damages to the premises beyond reasonable wear and tear, other costs and fees provided for in the contract, or cleaning of the unit.

(2) No later than 30 days after the day on which a renter vacates and returns possession of a rental property to the owner or the owner's agent, the owner or the owner's agent 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 the owner's agent made any deductions from the deposit or prepaid rent, a written notice that itemizes and explains the reason for each deduction.

(3) If an owner or the owner's agent fails to comply with the requirements described in Subsection (2), the renter may serve the owner or the owner's agent, in accordance with Subsection (4), a notice that:

(a) states:

(i) the names of the parties to the rental agreement;

(ii) the day on which the renter vacated the rental property;

(iii) that the owner or the owner's agent has failed to comply with the requirements described in Subsection (2); and

(iv) the address where the owner or the owner's agent may send the items described in Subsection (2); and

(b) is substantially in the following form:

TENANT'S NOTICE TO PROVIDE DEPOSIT DISPOSITION

TO: (insert owner or owner's agent's name)

RE: (insert address of rental property)

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

NOTICE IS FURTHER GIVEN that the tenant vacated the property on the ____ day of _____, 20____.

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

Tenant's Name(s): _____

Mailing Address _____ City _____ State _____ Zip _____



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

Dated this _____ day of _____, 20____.

Return of Service

On this _____ day of _____, 20____, I swear and attest that I served this notice in compliance with Utah Code Section 57-17-3 by:

____ Delivering a copy to the owner or the owner's agent personally at the address provided in the lease agreement;

____ Leaving a copy with a person of suitable age and discretion at the address provided in the lease agreement because the owner or the owner's agent was absent from the address provided in the lease agreement;

____ Affixing a copy in a conspicuous place at the address provided in the lease agreement because a person of suitable age or discretion could not be found at the address provided in the lease agreement; or

____ Sending a copy through registered or certified mail to the owner or the owner's agent at the address provided in the lease agreement.

The owner's address to which the service was effected is:

Address _____ City _____ State _____ Zip _____

_____ (server's signature)

Self-Authentication Declaration

Pursuant to Utah Code Title 78B, Chapter 18a, Uniform Unsworn Declarations Act, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

_____ (server's signature)

(4) A notice described in Subsection (3) shall be served:

(a)

(i) by delivering a copy to the owner or the owner's agent personally at the address provided in the lease agreement;

(ii) if the owner or the owner's agent is absent from the address provided in the lease agreement, by leaving a copy with a person of suitable age and discretion at the address provided in the lease agreement; or

(iii) if a person of suitable age or discretion cannot be found at the address provided in the lease agreement, by affixing a copy in a conspicuous place at the address provided in the lease agreement; or

(b) by sending a copy through registered or certified mail to the owner or the owner's agent at the address provided in the lease agreement.

(5) Within five business days after the day on which the notice described in Subsection (3) is served, the owner or the owner's agent shall comply with the requirements described in Subsection (2).

Utah Code § 57-17-3

Amended by Chapter 298, 2018 General Session ,§ 1, eff. 5/8/2018.

Amended by Chapter 384, 2016 General Session ,§ 1, eff. 5/10/2016.

Amended by Chapter 258, 2015 General Session ,§ 62, eff. 5/12/2015.

Amended by Chapter 397, 2014 General Session ,§ 6, eff. 5/13/2014.

Enacted by Chapter 74, 1981 General Session

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: If the owner or his agent in bad faith fails to provide the renter the notice required in Section 57-17-3, the renter may recover the full security deposit, a civil penalty of \$100, and any associated court costs.

Legal Statute:

(1) If an owner or the owner's agent fails to comply with the requirements described in Subsection 57-17-3(5), the renter may:

(a) recover from the owner:

(i) if the owner or the owner's agent failed to timely return the balance of the renter's deposit, the full deposit;

(ii) if the owner or the owner's agent failed to timely return the balance of the renter's prepaid rent, the full amount of the prepaid rent; and

(iii) a civil penalty of \$100; and

(b) file an action to enforce compliance with the provisions of this section.

(2) In an action under Subsection (1)(b), the court shall award costs and attorney fees to the prevailing party if the court determines that the opposing party acted in bad faith.

(3) A renter is not entitled to relief under this section if the renter fails to serve a notice in accordance with Subsection 57-17-3(3).

(4) This section does not preclude an owner or a renter from recovering other damages to which the owner or the renter is entitled.

Utah Code § 57-17-5

Amended by Chapter 401, 2023 General Session ,§ 82, eff. 7/1/2024.

Amended by Chapter 258, 2015 General Session ,§ 63, eff. 5/12/2015.

Repealed and reenacted by Chapter 397, 2014 General Session ,§ 7, eff. 5/13/2014.

Enacted by Chapter 208, 1983 General Session

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute.

Legal Statute:

No content available

Late Fees:

What This Means: No statute.

Legal Statute:

No content available

Application Fees:

What This Means: No statute.

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: 20

Legal Statute:

Current through the 2024 Fourth Special Session

Section 7-15-2 - Notice - Form

(1)

(a) \"Notice\" means notice given to the issuer of a check either orally or in writing.

(b) Written notice may be given by United States mail that is:

(i) first class; and

(ii) postage prepaid.

(c) Notwithstanding Subsection (1)(b), written notice is conclusively presumed to have been given when the notice is:

(i) properly deposited in the United States mail;

(ii) postage prepaid;

(iii) certified or registered mail;

(iv) return receipt requested; and

(v) addressed to the signer at the signer's:

(A) address as it appears on the check; or

(B) last-known address.

(2) Written notice under Subsection 7-15-1(5) shall take substantially the following form:

"Date: ____

To: ____

You are hereby notified that the check(s) described below issued by you has (have) been returned to us unpaid:

Check date: ____

Check number: ____

Originating institution: ____

Amount: ____

Reason for dishonor (marked on check): ____

In accordance with Section 7-15-1, Utah Code Annotated, you are liable for this check together with a service charge of \$20, which must be paid to the undersigned.

If you do not pay the check amount and the \$20 service charge within 15 calendar days from the day on which this notice was mailed, you are required to pay within 30 calendar days from the day on which this notice is mailed:

(1) the check amount;

(2) the \$20 service charge; and

(3) collection costs not to exceed \$35.

If you do not pay the check amount, the \$20 service charge, and the collection costs within 30 calendar days from the day on which this notice is mailed, in accordance with Section 7-15-1, Utah Code Annotated, an appropriate civil legal action may be commenced against you for:

(1) the check amount;

(2) interest;

(3) court costs;

(4) attorneys' fees;



(5) actual costs of collection as provided by law; and

(6) damages in an amount equal to the greater of \$100 or triple the check amount, except:

(a) that damages recovered under this Subsection (6) may not exceed the check amount by more than \$500; and

(b) you are not liable for these damages for a check used to obtain a deferred deposit loan.

In addition, the criminal code provides in Section 76-6-505, Utah Code Annotated, that any person who issues or passes a check for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing it will not be paid by the drawee and payment is refused by the drawee, is guilty of issuing a bad check.

The civil action referred to in this notice does not preclude the right to prosecute under the criminal code of the state.

(Signed) _____

Name of Holder: _____

Address of Holder: _____

Telephone Number: _____\"

(3) Notwithstanding the other provisions of this section, a holder exempt under Subsection 7-15-1(9) is exempt from this section.

Utah Code § 7-15-2

Amended by Chapter 199, 2019 General Session ,§ 2, eff. 5/14/2019.

Amended by Chapter 198, 2017 General Session ,§ 2, eff. 5/9/2017.

Amended by Chapter 324, 2010 General Session.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: A tenant is permitted to withhold rent if a landlord fails to provide essential services like water and heat. This is typically called the \"repair and deduct\" provision.

Legal Statute:

Current through the 2024 Fourth Special Session

Section 57-22-6 - Renter remedies for deficient condition of residential rental unit

(1) As used in this section:

(a) "Corrective period" means:

- (i) for a standard of habitability, three calendar days; and
- (ii) for a requirement imposed by a rental agreement, 10 calendar days.

(b) "Deficient condition" means a condition of a residential rental unit that:

- (i) violates a standard of habitability or a requirement of the rental agreement; and
- (ii) is not caused by:

(A) the renter, the renter's family, or the renter's guest or invitee; and

(B) a use that would violate:

- (I) the rental agreement; or
- (II) a law applicable to the renter's use of the residential rental unit.

(c) "Notice of deficient condition" means the notice described in Subsection (2).

(d) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).

(e) "Renter remedy" means:

- (i) a rent abatement remedy; or
- (ii) a repair and deduct remedy.

(f) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).

(g) "Standard of habitability" means a standard:

- (i) relating to the condition of a residential rental unit; and
- (ii) that an owner is required to ensure that the residential rental unit meets as required under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or (iii).

(2)

(a) If a renter believes that the renter's residential rental unit has a deficient condition, the renter may give the owner written notice as provided in Subsection (2)(b).

(b) A notice under Subsection (2)(a) shall:

(i) describe each deficient condition;

(ii) state that the owner has the corrective period, stated in terms of the applicable number of days, to correct each deficient condition;

(iii) state the renter remedy that the renter has chosen if the owner does not, within the corrective period, take substantial action toward correcting each deficient condition;

(iv) provide the owner permission to enter the residential rental unit to make corrective action; and

(v) be served on the owner as provided in:

(A) Section 78B-6-805; or

(B) the rental agreement.

(3)

(a) As used in this Subsection (3), "dangerous condition" means a deficient condition that poses a substantial risk of:

(i) imminent loss of life; or

(ii) significant physical harm.

(b) If a renter believes that the renter's residential rental unit has a dangerous condition, the renter may notify the owner of the dangerous condition by any means that is reasonable under the circumstances.

(c) An owner shall:

(i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous condition, commence remedial action to correct the dangerous condition; and

(ii) diligently pursue remedial action to completion.

(d) Notice under Subsection (3)(b) of a dangerous condition does not constitute a notice of deficient condition, unless the notice also meets the requirements of Subsection (2).

(4)

(a) Subject to Subsection (4)(b), if an owner fails to take substantial action, before the end of the corrective period, toward correcting a deficient condition described in a notice of deficient condition:

(i) if the renter chose the rent abatement remedy in the notice of deficient condition:

(A) the renter's rent is abated as of the date of the notice of deficient condition to the owner;

(B) the rental agreement is terminated;

(C) the owner shall immediately pay to the renter:

(I) the entire security deposit that the renter paid under the rental agreement; and

(II) a prorated refund for any prepaid rent, including any rent the renter paid for the period after the date on which the renter gave the owner the notice of deficient condition; and

(D) the renter shall vacate the residential rental unit within 10 calendar days after the expiration of the corrective period; or

(ii) if the renter chose the repair and deduct remedy in the notice of deficient condition, and subject to Subsection (4)(c), the renter:

(A) may:

(I) correct the deficient condition described in the notice of deficient condition; and

(II) deduct from future rent the amount the renter paid to correct the deficient condition, not to exceed an amount equal to two months' rent; and

(B) shall:

(I) maintain all receipts documenting the amount the renter paid to correct the deficient condition; and

(II) provide a copy of those receipts to the owner within five calendar days after the beginning of the next rental period.

(b) A renter is not entitled to a renter remedy if the renter is not in compliance with all requirements under Section 57-22-5.

(c)

(i) If a residential rental unit is not fit for occupancy, an owner may:

(A) determine not to correct a deficient condition described in a notice of deficient condition; and

(B) terminate the rental agreement.

(ii) If an owner determines not to correct a deficient condition and terminates the rental agreement under Subsection (4)(c)(i):

(A) the owner shall:

(I) notify the renter in writing no later than the end of the corrective period; and

(II) within 10 calendar days after the owner terminates the rental agreement, pay to the renter:

(Aa) any prepaid rent, prorated as provided in Subsection (4)(c)(ii)(B); and

(Bb) any deposit due the renter;

(B) the rent shall be prorated to the date the owner terminates the rental agreement under Subsection (4)(c)(i); and

(C) the renter may not be required to vacate the residential rental unit sooner than 10 calendar days after the owner notifies the renter under Subsection (4)(c)(ii)(A)(I).

(5)

(a) After the corrective period expires, a renter may bring an action in a court with jurisdiction under Title 78A, Judiciary and Judicial Administration, to enforce the renter remedy that the renter chose in the notice of deficient condition.

(b) In an action under Subsection (5)(a), the court shall endorse on the summons that the owner is required to appear and defend the action within three business days.

(c) If, in an action under Subsection (5)(a), the court finds that the owner unjustifiably refused to correct a deficient condition or failed to use due diligence to correct a deficient condition, the renter is entitled to any damages, in addition to the applicable renter remedy.

(d) An owner who disputes that a condition of the residential rental unit violates a requirement of the rental agreement may file a counterclaim in an action brought against the owner under Subsection (5)(a).

(6) An owner may not be held liable under this chapter for a claim for mental suffering or anguish.

(7) In an action under this chapter, the court may award costs and reasonable attorney fees to the prevailing party.

Utah Code § 57-22-6

Amended by Chapter 401, 2023 General Session ,§ 85, eff. 7/1/2024.

Amended by Chapter 203, 2017 General Session ,§ 1, eff. 5/9/2017.

Repealed and Re-enacted by Chapter 352, 2010 General Session.

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes.

Legal Statute:

Current through the 2024 Fourth Special Session

Section 57-22-6 - Renter remedies for deficient condition of residential rental unit

(1) As used in this section:

(a) \"Corrective period\" means:

(i) for a standard of habitability, three calendar days; and

(ii) for a requirement imposed by a rental agreement, 10 calendar days.

(b) \"Deficient condition\" means a condition of a residential rental unit that:

(i) violates a standard of habitability or a requirement of the rental agreement; and

(ii) is not caused by:

(A) the renter, the renter's family, or the renter's guest or invitee; and

(B) a use that would violate:

(I) the rental agreement; or

(II) a law applicable to the renter's use of the residential rental unit.

(c) \"Notice of deficient condition\" means the notice described in Subsection (2).

(d) \"Rent abatement remedy\" means the remedy described in Subsection (4)(a)(i).

(e) \"Renter remedy\" means:

(i) a rent abatement remedy; or

(ii) a repair and deduct remedy.

(f) \"Repair and deduct remedy\" means the remedy described in Subsection (4)(a)(ii).

(g) \"Standard of habitability\" means a standard:

(i) relating to the condition of a residential rental unit; and

(ii) that an owner is required to ensure that the residential rental unit meets as required under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or (iii).

[Full remaining text of the statute continues as in the original document...]

Utah Code § 57-22-6

Amended by Chapter 401, 2023 General Session ,§ 85, eff. 7/1/2024.

Amended by Chapter 203, 2017 General Session ,§ 1, eff. 5/9/2017.

Repealed and Re-enacted by Chapter 352, 2010 General Session.

Self-Help Evictions:

What This Means: No statute.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: The court may award costs and reasonable attorney fees to the prevailing party.

Legal Statute:

Current through the 2024 Fourth Special Session

Section 57-22-6 - Renter remedies for deficient condition of residential rental unit

(1) As used in this section:

(a) \"Corrective period\" means:

(i) for a standard of habitability, three calendar days; and

- (ii) for a requirement imposed by a rental agreement, 10 calendar days.
- (b) "Deficient condition" means a condition of a residential rental unit that:
 - (i) violates a standard of habitability or a requirement of the rental agreement; and
 - (ii) is not caused by:
 - (A) the renter, the renter's family, or the renter's guest or invitee; and
 - (B) a use that would violate:
 - (I) the rental agreement; or
 - (II) a law applicable to the renter's use of the residential rental unit.
- (c) "Notice of deficient condition" means the notice described in Subsection (2).
- (d) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).
- (e) "Renter remedy" means:
 - (i) a rent abatement remedy; or
 - (ii) a repair and deduct remedy.
- (f) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).
- (g) "Standard of habitability" means a standard:
 - (i) relating to the condition of a residential rental unit; and
 - (ii) that an owner is required to ensure that the residential rental unit meets as required under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or (iii).
- (2) [Full subsection text as in original document]
- (3) [Full subsection text as in original document]
- (4) [Full subsection text as in original document]
- (5) [Full subsection text as in original document]
- (6) An owner may not be held liable under this chapter for a claim for mental suffering or anguish.
- (7) In an action under this chapter, the court may award costs and reasonable attorney fees to the prevailing party.

Utah Code § 57-22-6

Amended by Chapter 401, 2023 General Session ,§ 85, eff. 7/1/2024.

Amended by Chapter 203, 2017 General Session ,§ 1, eff. 5/9/2017.

Repealed and Re-enacted by Chapter 352, 2010 General Session.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute.

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: The owner, the owner's designated agent, or any successor in estate of the owner, must give 15 calendar days or more before the end of that month or period.

Legal Statute:

(1) A tenant holding real property for a term less than life is guilty of an unlawful detainer if the tenant:

(a) continues in possession, in person or by subtenant, of the property or any part of the property, after the expiration of the specified term or period for which it is let to the tenant, which specified term or period, whether established by express or implied contract, or whether written or parol, shall be terminated without notice at the expiration of the specified term or period;

(b) having leased real property for an indefinite time with monthly or other periodic rent reserved:

(i) continues in possession of the property in person or by subtenant after the end of any month or period, in cases where the owner, the owner's designated agent, or any successor in estate of the owner, 15 calendar days or more before the end of that month or period, has served notice requiring the tenant to quit the premises at the expiration of that month or period; or

(ii) in cases of tenancies at will, remains in possession of the premises after the expiration of a notice of not less than five calendar days;

(c) continues in possession, in person or by subtenant, after default in the payment of any rent or other amounts due and after a notice in writing requiring in the alternative the payment of the rent and other amounts due or the surrender of the detained premises, has remained uncomplied with for a period of three business days after service, which notice may be served at any time after the rent becomes due;

(d) assigns or sublets the leased premises contrary to the covenants of the lease, or commits or permits waste on the premises after service of a three calendar days' notice to quit;

(e) sets up or carries on any unlawful business on or in the premises after service of a three calendar days' notice to quit;

(f) suffers, permits, or maintains on or about the premises any nuisance, including nuisance as defined in Section 78B-6-1107 after service of a three calendar days' notice to quit;

(g) commits a criminal act on the premises and remains in possession after service of a three calendar days' notice to quit;

(h) continues in possession, in person or by subtenant, after a neglect or failure to perform any condition or covenant of the lease or agreement under which the property is held, other than those previously mentioned, and after notice in writing requiring in the alternative the performance of the conditions or covenant or the surrender of the property, served upon the tenant and upon any subtenant in actual occupation of the premises remains uncomplied with for three calendar days after service; or

(i)

(i) is a tenant under a bona fide tenancy as described in Section 702 of the Protecting Tenants at Foreclosure Act; and

(ii) continues in possession after the effective date of a notice to vacate given in accordance with Section 702 of the Protecting Tenants at Foreclosure Act.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: The owner, the owner's designated agent, or any successor in estate of the owner, must give 15 calendar days or more before the end of that month or period.

Legal Statute:

(1) A tenant holding real property for a term less than life is guilty of an unlawful detainer if the tenant:

(a) continues in possession, in person or by subtenant, of the property or any part of the property, after the expiration of the specified term or period for which it is let to the tenant, which specified term or period, whether established by express or implied contract, or whether written or parol, shall be terminated without notice at the expiration of the specified term or period;

(b) having leased real property for an indefinite time with monthly or other periodic rent reserved:

(i) continues in possession of the property in person or by subtenant after the end of any month or period, in cases where the owner, the owner's designated agent, or any successor in estate of the owner, 15 calendar days or more before the end of that month or period, has served notice requiring the tenant to quit the premises at the expiration of that month or period; or

(ii) in cases of tenancies at will, remains in possession of the premises after the expiration of a notice of not less than five calendar days;

(c) continues in possession, in person or by subtenant, after default in the payment of any rent or other amounts due and after a notice in writing requiring in the alternative the payment of the rent and other amounts due or the surrender of the detained premises, has remained uncomplished with for a period of three business days after service, which notice may be served at any time after the rent becomes due;

(d) assigns or sublets the leased premises contrary to the covenants of the lease, or commits or permits waste on the premises after service of a three calendar days' notice to quit;

(e) sets up or carries on any unlawful business on or in the premises after service of a three calendar days' notice to quit;

(f) suffers, permits, or maintains on or about the premises any nuisance, including nuisance as defined in Section 78B-6-1107 after service of a three calendar days' notice to quit;

(g) commits a criminal act on the premises and remains in possession after service of a three calendar days' notice to quit;

(h) continues in possession, in person or by subtenant, after a neglect or failure to perform any condition or covenant of the lease or agreement under which the property is held, other than those previously mentioned, and after notice in writing requiring in the alternative the performance of the conditions or covenant or the surrender of the property, served upon the tenant and upon any subtenant in actual occupation of the premises remains uncomplished with for three calendar days after service; or

(i)

(i) is a tenant under a bona fide tenancy as described in Section 702 of the Protecting Tenants at Foreclosure Act; and

(ii) continues in possession after the effective date of a notice to vacate given in accordance with Section 702 of the Protecting Tenants at Foreclosure Act.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: No statute.

Legal Statute:

No content available

Notice to Terminate Lease due to Sale of Property:

What This Means: The owner, the owner's designated agent, or any successor in estate of the owner, must give 15 calendar days or more before the end of that month or period.

Legal Statute:

(1) A tenant holding real property for a term less than life is guilty of an unlawful detainer if the tenant:

(a) continues in possession, in person or by subtenant, of the property or any part of the property, after the expiration of the specified term or period for which it is let to the tenant, which specified term or period, whether established by express or implied contract, or whether written or parol, shall be terminated without notice at the expiration of the specified term or period;

(b) having leased real property for an indefinite time with monthly or other periodic rent reserved:

(i) continues in possession of the property in person or by subtenant after the end of any month or period, in cases where the owner, the owner's designated agent, or any successor in estate of the owner, 15 calendar days or more before the end of that month or period, has served notice requiring the tenant to quit the premises at the expiration of that month or period; or

(ii) in cases of tenancies at will, remains in possession of the premises after the expiration of a notice of not less than five calendar days;

(c) continues in possession, in person or by subtenant, after default in the payment of any rent or other amounts due and after a notice in writing requiring in the alternative the payment of the rent and other amounts due or the surrender of the detained premises, has remained uncomplied with for a period of three business days after service, which notice may be served at any time after the rent becomes due;

(d) assigns or sublets the leased premises contrary to the covenants of the lease, or commits or permits waste on the premises after service of a three calendar days' notice to quit;

(e) sets up or carries on any unlawful business on or in the premises after service of a three calendar days' notice to quit;

(f) suffers, permits, or maintains on or about the premises any nuisance, including nuisance as defined in Section 78B-6-1107 after service of a three calendar days' notice to quit;

(g) commits a criminal act on the premises and remains in possession after service of a three calendar days' notice to quit;

(h) continues in possession, in person or by subtenant, after a neglect or failure to perform any condition or covenant of the lease or agreement under which the property is held, other than those previously mentioned, and after notice in writing requiring in the alternative the performance of the conditions or covenant or the surrender of the property, served upon the

tenant and upon any subtenant in actual occupation of the premises remains uncomplied with for three calendar days after service; or

(i)

(i) is a tenant under a bona fide tenancy as described in Section 702 of the Protecting Tenants at Foreclosure Act; and

(ii) continues in possession after the effective date of a notice to vacate given in accordance with Section 702 of the Protecting Tenants at Foreclosure Act.

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: Three calendar days.

Legal Statute:

(1) A tenant holding real property for a term less than life is guilty of an unlawful detainer if the tenant:

(a) continues in possession, in person or by subtenant, of the property or any part of the property, after the expiration of the specified term or period for which it is let to the tenant, which specified term or period, whether established by express or implied contract, or whether written or parol, shall be terminated without notice at the expiration of the specified term or period;

(b) having leased real property for an indefinite time with monthly or other periodic rent reserved:

(i) continues in possession of the property in person or by subtenant after the end of any month or period, in cases where the owner, the owner's designated agent, or any successor in estate of the owner, 15 calendar days or more before the end of that month or period, has served notice requiring the tenant to quit the premises at the expiration of that month or period; or

(ii) in cases of tenancies at will, remains in possession of the premises after the expiration of a notice of not less than five calendar days;

(c) continues in possession, in person or by subtenant, after default in the payment of any rent or other amounts due and after a notice in writing requiring in the alternative the payment of the rent and other amounts due or the surrender of the detained premises, has remained uncomplished with for a period of three business days after service, which notice may be served at any time after the rent becomes due;

(d) assigns or sublets the leased premises contrary to the covenants of the lease, or commits or permits waste on the premises after service of a three calendar days' notice to quit;

(e) sets up or carries on any unlawful business on or in the premises after service of a three calendar days' notice to quit;

(f) suffers, permits, or maintains on or about the premises any nuisance, including nuisance as defined in Section 78B-6-1107 after service of a three calendar days' notice to quit;

(g) commits a criminal act on the premises and remains in possession after service of a three calendar days' notice to quit;

(h) continues in possession, in person or by subtenant, after a neglect or failure to perform any condition or covenant of the lease or agreement under which the property is held, other than those previously mentioned, and after notice in writing requiring in the alternative the performance of the conditions or covenant or the surrender of the property, served upon the tenant and upon any subtenant in actual occupation of the premises remains uncomplished with for three calendar days after service; or

(i)

(i) is a tenant under a bona fide tenancy as described in Section 702 of the Protecting Tenants at Foreclosure Act; and

(ii) continues in possession after the effective date of a notice to vacate given in accordance with Section 702 of the Protecting Tenants at Foreclosure Act.

Notice for Lease Violation:

What This Means: Three calendar days.

Legal Statute:

(1) A tenant holding real property for a term less than life is guilty of an unlawful detainer if the tenant:

(a) continues in possession, in person or by subtenant, of the property or any part of the property, after the expiration of the specified term or period for which it is let to the tenant, which

specified term or period, whether established by express or implied contract, or whether written or parol, shall be terminated without notice at the expiration of the specified term or period;

(b) having leased real property for an indefinite time with monthly or other periodic rent reserved:

(i) continues in possession of the property in person or by subtenant after the end of any month or period, in cases where the owner, the owner's designated agent, or any successor in estate of the owner, 15 calendar days or more before the end of that month or period, has served notice requiring the tenant to quit the premises at the expiration of that month or period; or

(ii) in cases of tenancies at will, remains in possession of the premises after the expiration of a notice of not less than five calendar days;

(c) continues in possession, in person or by subtenant, after default in the payment of any rent or other amounts due and after a notice in writing requiring in the alternative the payment of the rent and other amounts due or the surrender of the detained premises, has remained uncomplied with for a period of three business days after service, which notice may be served at any time after the rent becomes due;

(d) assigns or sublets the leased premises contrary to the covenants of the lease, or commits or permits waste on the premises after service of a three calendar days' notice to quit;

(e) sets up or carries on any unlawful business on or in the premises after service of a three calendar days' notice to quit;

(f) suffers, permits, or maintains on or about the premises any nuisance, including nuisance as defined in Section 78B-6-1107 after service of a three calendar days' notice to quit;

(g) commits a criminal act on the premises and remains in possession after service of a three calendar days' notice to quit;

(h) continues in possession, in person or by subtenant, after a neglect or failure to perform any condition or covenant of the lease or agreement under which the property is held, other than those previously mentioned, and after notice in writing requiring in the alternative the performance of the conditions or covenant or the surrender of the property, served upon the tenant and upon any subtenant in actual occupation of the premises remains uncomplied with for three calendar days after service; or

(i)

(i) is a tenant under a bona fide tenancy as described in Section 702 of the Protecting Tenants at Foreclosure Act; and

(ii) continues in possession after the effective date of a notice to vacate given in accordance with Section 702 of the Protecting Tenants at Foreclosure Act.

Required Notice before Entry:

What This Means: Landlords are required to provide 24 hours' notice, unless otherwise specified in the lease.

Legal Statute:

(2) 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.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes.

Legal Statute:

(1) Each renter shall:

(a) comply with the rules of the board of health having jurisdiction in the area in which the residential rental unit is located which materially affect physical health and safety;

(b) maintain the premises occupied in a clean and safe condition and shall not unreasonably burden any common area;

(c) dispose of all garbage and other waste in a clean and safe manner;

(d) maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;

(e) use all electrical, plumbing, sanitary, heating, and other facilities and appliances in a reasonable manner;

(f) occupy the residential rental unit in the manner for which it was designed, but the renter may not increase the number of occupants above that specified in the rental agreement without written permission of the owner;

(g) be current on all payments required by the rental agreement; and

(h) comply with each rule, regulation, or requirement of the rental agreement, including any prohibition on, or the allowance of, smoking tobacco products within the residential rental unit, or on the premises, or both.

(2) A renter may not:

- (a) intentionally or negligently destroy, deface, damage, impair, or remove any part of the residential rental unit or knowingly permit any person to do so;
- (b) interfere with the peaceful enjoyment of the residential rental unit of another renter; or
- (c) unreasonably deny access to, refuse entry to, or withhold consent to enter the residential rental unit to the owner, agent, or manager for the purpose of making repairs to the unit.

Utah Code § 57-22-5

Amended by Chapter 352, 2010 General Session.

Emergency Entry Allowed without Notice:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: No statute.

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No. Landlords or owners may not willfully exclude a tenant from the tenant's premises in any manner except by judicial process.

Legal Statute:

It is unlawful for an owner to willfully exclude a tenant from the tenant's premises in any manner except by judicial process, provided, an owner or his agent shall not be prevented from removing the contents of the leased premises under Subsection 78B-6-816(2) and retaking the premises and attempting to rent them at a fair rental value when the tenant has abandoned the premises.

Utah Code § 78B-6-814

Renumbered and Amended by Chapter 3, 2008 General Session .

Utility Shut-offs Allowed:

What This Means: No. Landlords or owners may not willfully exclude a tenant from the tenant's premises in any manner except by judicial process.

Legal Statute:

It is unlawful for an owner to willfully exclude a tenant from the tenant's premises in any manner except by judicial process, provided, an owner or his agent shall not be prevented from removing the contents of the leased premises under Subsection 78B-6-816(2) and retaking the premises and attempting to rent them at a fair rental value when the tenant has abandoned the premises.

Utah Code § 78B-6-814

Renumbered and Amended by Chapter 3, 2008 General Session.

Electronic Notices Allowed:

What This Means: no



Legal Statute:

No content available

Quick Reference Guide

Key Utah Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Utah.

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Links To Statutes

- [Utah Code Ann §§ 78B-6-802](#) – Unlawful detainer by tenant for a term less than life
- [Utah Code Ann §§ 78B-6-802](#) – Unlawful detainer by tenant for a term less than life
- [Utah Code Ann §§ 57-17-3](#) – Deductions from deposit – Written itemization – Time for return
- [Utah Code Ann §§ 57-17-3](#) – Deductions from deposit – Written itemization – Time for return
- [Utah Code Ann §§ 57-17-2](#) – Non-refundable deposit – Written notice required
- [Utah Code Ann §§ 57-22-4\(3\)](#) – Owner's duties
- [Utah Code Ann §§ 57-17-5](#) – Failure to return deposit or prepaid rent or to give required notice – Recovery of deposit, penalty, costs, and attorney fees
- [Utah Code Ann §§ 7-15-2](#) – Notice – Form
- [Utah Code Ann §§ 57-22-6](#) – Tenant Allowed to Withhold Rent or Repair and Deduct Rent

- [Utah Code Ann §§ 78B-6-814](#) – Exclusion of tenant without judicial process prohibited – Abandoned premises excepted
- [Utah Code Ann §§ 78B-6-815](#) – Abandonment
- [Utah Code Ann §§ 78B-6-816\(2-3\)](#) – Abandoned premises – Retaking and rerenting by owner – Liability of tenant – Personal property of tenant left on premises
- [Utah Code Ann §§ 57-22-4\(2\)](#) – Owner’s duties
- [Utah Code Ann §§ 57-22-4](#) – Owner’s duties
- [Utah Code Ann §§ 57-22-4\(4\)](#) – Owner’s duties
- [Utah Code Ann §§ 57-22-5\(2\)\(c\)](#) – Renter’s duties – Cleanliness and sanitation – Compliance with written agreement – Destruction of property, interference with peaceful enjoyment prohibited
- [Utah Code Ann §§ 57-22-5](#) – Renter’s duties – Cleanliness and sanitation – Compliance with written agreement – Destruction of property, interference with peaceful enjoyment prohibited
- [Utah Code Ann §§ 57-22-5.1](#) – Crime victim’s right to new locks – Domestic violence victim’s right to terminate rental agreement – Limits an owner relating to assistance from public safety agency
- [Utah Code Ann §§ 78A-8-102](#) – Small claims – Defined – Counsel not necessary – Removal from district court – Deferring multiple claims of one plaintiff – Supreme Court to govern procedures