

TENANT TOOLKIT

7TH EDITION

AGREEMENT

I, _____, of this _____,
with a mailing address of _____,
City of _____,

am a "Party" and, collectively, as the "Parties",
enter into this Agreement in full recognition
of the mutual promises and agreements
made by me and the Landlord under the following
described property below to the



A message to Tenants & Landlords:

COMMUNICATION—DOCUMENTATION—COOPERATION

The Utah Housing Coalition’s Tenant Toolkit **empowers tenants to be informed, responsible, and confident participants in their housing.** It helps tenants understand their rights and responsibilities, respond to emergencies, submit and document maintenance requests, communicate effectively with landlords, and care for their rental unit throughout the lease.

The Toolkit also prepares tenants for a smooth and successful move-in and move-out by explaining notice requirements, cleaning and documentation expectations, security deposit recovery, and what to expect if an eviction or compliance notice is issued.

At its core, **the Tenant Toolkit promotes clear, respectful, and documented communication between tenants and property owners.** By recognizing the valid needs of both parties, the Toolkit supports housing stability and mutual accountability.

The Toolkit is organized into three sections: Before You Rent, Being a Successful Tenant, and Preparing to Leave. Together, these sections guide tenants from application to move-out, helping **ensure all parties are whole and satisfied by the end of a lease** and strengthening long-term housing stability outcomes for individuals, families, and communities.



DISCLAIMER

The contents of this Toolkit are intended for informational purposes only and **should not be relied upon as legal advice.** Utah Housing Coalition makes no claims, promises, or guarantees regarding the completeness or accuracy of the information provided. Nothing contained herein constitutes an endorsement or recommendation of any organization, business, product, or service. ***If you need legal advice, please consult a licensed attorney.***

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WHAT TO KNOW BEFORE YOU RENT

Rental housing is an important part of our communities, and having the right tools before signing a lease is key. Most people will live in rental housing at some point in their lives. This section provides practical guidance on understanding leases, knowing what terms to look for, documenting a unit's condition before move-in, and maintaining clear communication and records throughout your tenancy.

WHAT TO KNOW BEFORE YOU RENT: APPLICATION PROCESS



STEP ONE: WHAT CAN I AFFORD?

A common guideline is to **spend no more than 30% of your total monthly gross income on housing costs**, including utilities. To estimate what you can afford, take your monthly income before taxes and multiply it by 0.30—this provides a general maximum for rent and housing-related expenses. **When setting your budget, be sure to factor in other financial obligations such as student loans, credit cards, transportation, childcare, and basic living needs.** (See Budget Activity Page 7).



STEP TWO: UNDERSTANDING APPLICATION FEES AND MONTHLY PAYMENTS

Always tour the apartment before applying or paying any fees. Application fees are common, but **do not sign a lease or submit payment until all monthly costs are clearly disclosed.** Review every required charge, including rent, utilities, trash, amenity or community fees, and any other recurring costs. If you have a pet, confirm all pet-related expenses, such as deposits, one-time fees, and monthly pet rent. It is also helpful to ask about water, gas, and electricity costs to avoid surprises after move-in.



STEP THREE: Where Do You Want To Live And Where To Look?

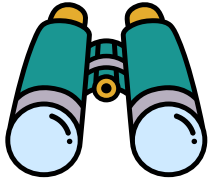
Begin by identifying your needs—bedrooms, laundry, pet policies, and proximity to work, school, childcare, or transportation. Find rentals through online listings, neighborhood visits, referrals, local housing authorities, or nonprofit organizations. Social media and platforms like Facebook Marketplace, community groups, Reddit, and Apartments.com can help, but **always verify listings in person and avoid situations that seem too good to be true** or potentially fraudulent. **For those interested in income-based or affordable housing programs, including Section 8, this toolkit includes a section that outlines available options, timelines, and expectations for securing a unit.**



STEP FOUR: MEET THE LANDLORD

Communicate your needs clearly and get all questions answered. Be ready to share details about your employment, income, credit, rental, criminal history, and references to show you are a reliable tenant. Research landlords by asking for tenant references or checking online reviews, and make a strong first impression while noting any concerns to discuss upfront. **BE HONEST AND DO NOT LIE ON YOUR APPLICATION!**


WHAT TO KNOW BEFORE YOU RENT: APPLICATION PROCESS



STEP FIVE: IF IT DOESN'T FIT, KEEP LOOKING


Before committing to a rental, confirm that you meet the property's eligibility criteria. If you have pets, verify that they are allowed, and if you smoke, understand the property's smoking policies. Some landlords may have restrictions related to credit history, criminal background, or other risk factors. Beyond meeting these requirements, ensure the rental agreement aligns with your lifestyle—consider factors such as commute, neighborhood amenities, and daily routines—to **set yourself up for a successful and comfortable tenancy.**

STEP SIX: BEFORE PAYING THE APPLICATION FEE OR SIGNING A LEASE



Ask about all monthly and additional fees that may impact your budget, such as utilities, trash, cable, renters insurance, and property taxes for common areas. **Only submit an application if the apartment meets your needs and you believe you are a qualified applicant.** Be prepared to pay the application fee, but confirm your eligibility first and inquire about how many applicants are ahead of you. Rental applications typically request information about current and previous landlords, employment history, criminal history, and personal references. **Never complete an application or sign a lease if the property does not fit your needs, exceeds your budget, or if you are unsure of your qualification.**

STEP SEVEN: BEFORE SIGNING YOUR LEASE



Once you've toured the apartment, shared important information, met the landlord, submitted your application and gotten it approved, it's time to sign the lease. Decide on a fixed-term or month-to-month arrangement, confirm how long you plan to stay, and ask any final questions. **Before signing, read the entire lease.** Use our lease activity in this packet to highlight key points. **For questions—written or verbal—call Utah Community Action's Landlord and Tenant Mediation Line at 801-214-3109 or email mediation@utahca.org.**

Questions About A Lease? Call Before You Sign! If you want to ensure you fully understand the terms of a lease before signing, contact the Utah Community Action Landlord and Community Partners Program. They can provide guidance on both written and verbal agreements. It is recommended to reach out before signing any lease. For verbal leases, the mediation line can help create a written agreement to establish clear structure and ensure all parties feel comfortable. Additionally, the next page includes a lease-reading activity to help you practice and become more confident in reviewing lease agreements.



801-214-3109



mediation@utahca.org



M - F 9:00 AM to 5:00 PM

WHAT TO KNOW BEFORE YOU RENT: LEASE ACTIVITY

Know Your Lease: Highlight What Matters

Leases can feel overwhelming, but they are simply agreements about expectations. This activity helps you quickly find the most important parts so you understand your responsibilities and avoid surprises later. **Grab a copy of your lease and a few highlighters. As you read, mark key sections in different colors.**

For example, you might **highlight all money details in one color – your rent amount, when it's due, late fees, deposits, pet fees, and utilities.** In another color, **highlight important dates and notice requirements – when the lease starts and ends, how much notice you must give before moving, and how much notice the landlord must give before entering.**

You could use a third color to mark how communication must happen – **how to request repairs, how to report emergencies, and how written notice must be delivered.**

Then **highlight rules and responsibilities – guest policies, pet rules, maintenance expectations, and what could lead to eviction.**

These categories are just examples. The goal is to **organize your lease in a way that makes sense to you** so you can quickly find key information later.

When you're done, write down the most important facts in one place: your rent amount, due date, notice requirement, repair process, and security deposit terms. A highlighted lease is easier to navigate and helps **protect you from costly mistakes.**

Term: The initial term shall commence on Commencement Date and will end on the Initial Term End Date. Occupancy will start on the commencement date unless the Premises are not ready for occupancy. Owner shall not be liable for any damages in the event the Premises are not available for occupancy on the commencement date. If the Premises are not available for more than seven (7) days, Resident's sole remedy is to terminate this agreement and be entitled to a refund of any security deposit and any rent paid. This Agreement will automatically renew on a month-to-month basis unless written notice of termination is given by either party at least thirty (30) days before the initial term ends. The above month-to-month fee shall be added to the Monthly Rent in the event Resident remains in the Premises after the expiration of the Term, no notice is necessary. Additionally, Owner may increase the rent on a month-to-month tenancy upon thirty (30) days written notice. In the event this Agreement extends beyond the term above on a month-to-month tenancy, such tenancy shall then terminate only on the last day of a month. The Lease Initiation Fee above shall be paid upon execution of this Agreement and shall be deemed consideration for the institution of this Agreement and is not a deposit. The Pro-rata rent charged is a stated amount and is not related to the Monthly Rent. Owner shall be entitled to the Eviction Turnover Fee for the work processing the paperwork for an eviction after failure of the Resident to comply with any eviction notice. Resident shall pay this fee once the work is done regardless of whether the eviction is filed.

Security Deposit: 1. Resident agrees that security deposit above shall be payable on/or before signing of this Agreement. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the security deposit within five (5) days after notice is given and Resident may not apply any portion of the security deposit to any month's rent. Resident's security deposit will be refunded in full, if all of the conditions of this Agreement are fulfilled, including:

NOT all leases are the same – review and don't assume. Every landlord and property may use different language, timelines, fees, rules, and notice requirements. Do not assume that because one apartment handled something a certain way, the next one will be the same. Always read and review each lease carefully before signing – even if you have rented before. Each lease is its own legal agreement, and the details matter.

WHAT TO KNOW BEFORE YOU RENT: BUDGET ACTIVITY

A common housing guideline is the 30% rule, which recommends spending no more than 30% of your gross monthly income on rent and utilities to avoid being cost-burdened.

The 30% Rule (Classic Guideline)

Formula: Monthly Gross Income x 0.30 = Max Rent + Utilities.

Budget Activity: Using the 30% housing guideline, create a monthly budget based on your actual expenses. Review past spending and note any surprises or patterns you noticed. Identify changes you made to stay within the guideline, or, if housing costs exceed 30%, explain what expenses you reduced or adjusted to make it work.

Reflect On Your Budget:



Monthly Expenses	Amount \$	Notes
Rent and Community Fees		
Utilities (electricity, gas, and water)		
Transportation		
Childcare		
Medical (health insurance plus co-pays)		
Debt/Loans/Credit Cards		
Taxes		
Food		
Phone Bill		
Total of expenses		
Monthly Income		
Minus Total Expenses		
Expendable Income		

WHAT TO KNOW BEFORE YOU RENT: APPLICATION FEE REFUND



Utah Rental Association Application Fee Refund Form : Ideally, tenants should only pay one application fee at a time while searching for housing, since each fee pays for background screening such as credit, criminal history, and rental history checks. In Utah, landlords must disclose all application fees and the rental eligibility criteria before you apply. You should apply—and pay a fee—only when you are serious about renting that specific unit and believe you meet the stated requirements.

REVIEW guidelines, requirement for this refund and apply accordingly. If you believe you were charged a fee improperly or were not given required disclosures, you may apply for a refund, but this does not apply if you were denied for not meeting criteria, joined a waiting list, or applied to multiple properties by choice.

You will need to fill out the online form and meet all the criteria to be considered.

utahapplicationdisputefund.org/

Apply thoughtfully: *One application at a time, and only when you meet the criteria. Refunds are only available in limited situations—mainly when rules weren't followed by the landlord, not when a tenant is denied or applies broadly.*

I, , am requesting a refund of the application fee and/or deposit I paid on

(date), because at the time I paid the application fee and or deposit, the unit I was applying for had already been rented or there were qualified applicants ahead of me who have been or will be approved for the unit.

Amount paid (attach copy of receipt or bank statement)

No file chosen

Information About Landlord/Rental Unit

WHAT TO KNOW BEFORE YOU RENT: AFFORDABLE HOUSING RESOURCES

Finding affordable housing can be challenging, and Utah is no exception. State and federal programs, as well as community nonprofits, often have long waiting lists. While waiting for these opportunities, it's important to have a backup plan—such as finding something you can afford in the short term, getting a roommate, or signing up for programs like SNAP and HEAT. You can also connect with food banks and other local resources to make market-rate rents more manageable. See the information below to help guide your affordable housing search.



Finding affordable housing in Utah can feel overwhelming, but there are programs to help low-income families, seniors, veterans, and people with disabilities find safe and stable homes.

The Housing Choice Voucher (HCV) (Section 8) Program provides rental assistance for eligible households to live in private-market apartments or homes. Public Housing offers **affordable rental units owned and managed by local Housing Authorities** for families, seniors, and people with disabilities. Some Housing Authorities also offer special vouchers for groups such as people with disabilities or veterans. **To apply for Public Housing Authority programs, such as Housing Choice Vouchers (HCVs) or affordable units, contact your local Housing Authority.**

The Emergency Assistance (EA) program through the **Department of Workforce Services (DWS)** can provide short-term financial help for families facing eviction or other housing crises. The Housing-Related Services and Supports (HRSS) program supports Medicaid members who are experiencing homelessness or housing instability. Programs like HEAT help low-income households cover winter heating bills and a portion of year-round electricity costs. Rocky Mountain Power also has a utilities program. Call DWS if you have questions about applying for SNAP, HEAT, or Childcare Assistance, and call Health and Human Services to apply for Medicaid.

Waiting lists for housing programs can be long (2-3 years), so applying to multiple programs and Housing Authorities can improve your chances. With planning and support, these resources can help you access safe, affordable housing and connect you to additional services you need.

WHAT TO KNOW BEFORE YOU RENT: LEASE TERMS AND LEASE AGREEMENTS

UNDERSTANDING YOUR LEASE: 6 KEY COMPONENTS

COMPONENT 1: CHOOSING A LANDLORD

Evaluate a potential landlord as carefully as they evaluate you. A professional landlord is responsive, transparent, and maintains safe, clean housing. Ask to speak with current or former tenants, research the property and neighborhood, and observe cleanliness and maintenance. Check if the landlord is local, has a representative nearby, or participates in a Rental Housing Association or Good Landlord Program. Red flags include rushed signings, unclear fees, or poor communication.

COMPONENT 2: LEASE TYPES AND TERMS

Leases are legally binding contracts that outline your rights and responsibilities. In Utah, leases are usually fixed-term (6–12 months) or month-to-month. Fixed-term leases generally cannot be ended early without penalties, and rent usually remains the same unless specified. Month-to-month leases continue until either party gives written notice, with Utah law requiring at least 15 days' notice for termination or changes.

COMPONENT 3: MONEY, RENT, AND FEES

Your lease should clearly list rent amounts, due dates, grace periods, late fees, payment methods, and security deposit terms. In Utah, late fees must be reasonable and disclosed in the lease. While there is no strict dollar limit, a common guideline is that fees should not exceed 10% of the monthly rent. Security deposits must be returned within 30 days after lease end, with an itemized list of deductions. Request clarification or corrections for unexpected fees before signing.

COMPONENT 4: RULES, POLICIES, AND FAIR HOUSING

Your lease is the biggest factor in determining your responsibilities—always follow it. Leases should outline all rules, including pet policies. Service and emotional support animals are not pets, but to be approved you must file the proper paperwork with your landlord. Landlords cannot discriminate based on protected characteristics and must provide reasonable accommodations for disabilities. Landlords generally must give at least 24 hours' notice before entering a unit, except in emergencies.

COMPONENT 5: BEFORE YOU SIGN

Inspect the unit, document its condition with photos or a Move-In/Move-Out form, and read the entire lease carefully. Keep written records of all communications. If you don't understand or agree with a term, ask questions—or do not sign. Walking away is often better than signing a lease that doesn't fit your needs, budget, or expectations.

COMPONENT 6: LEASE IS LAW

In Utah, your lease is legally binding—it is the law for both tenant and landlord. Read through your lease carefully, understand your rights and responsibilities, and make sure all agreements are in writing. Following your lease helps prevent disputes, late fees, or eviction. If you feel your landlord is doing something wrong, do not withhold rent; instead, seek guidance from a lawyer or request mediation to resolve the issue. Ask questions if anything is unclear before signing.

WHAT TO KNOW BEFORE YOU RENT: HOW TO AVOID RENTAL FRAUD



What Is A Rental Scam? *A rental scam occurs when an individual falsely represents themselves as a landlord or property manager in order to deceive prospective tenants. The intent is to collect money—such as application fees, deposits, or rent—without providing legitimate housing. Scammers often pressure tenants to send payment before viewing the property or signing a valid lease. By the time the fraud is discovered, the funds have typically been sent to an unknown party and are difficult or impossible to recover.*

TIP ONE: RECOGNIZE THE RED FLAG

You should be cautious if a rental listing shows signs of a scam. Listings that seem too good to be true, such as unusually low rent or “perfect” photos, often signal fraud. If the landlord is unavailable or unwilling to meet in person, this is another warning sign. Be careful if you are pressured to act quickly, as scammers create urgency to rush payments or decisions. Requests for money before signing a lease, including deposits, rent, or application fees, are red flags. A lack of a screening process, such as an application, background check, or credit check, may also indicate a scam. Leases that are incomplete or vague, missing sections, or containing unclear terms are warning signs. Poorly written listings with typos, unclear details, or inconsistent information can indicate fraud. Emotional appeals, such as statements like “I want to help you” or “I like you,” are often used to build false trust. Finally, claims that many others are interested may be an attempt to pressure you without verification.

TIP TWO: PROTECT YOURSELF BEFORE PAYING

Always visit the unit in person and meet the landlord or property manager before making any commitments. Never send money before signing a lease, as legitimate landlords will wait for proper documentation. Avoid payment methods such as wire transfers, gift cards, cryptocurrency, Venmo, Zelle, or PayPal, which are often used by scammers. If you do pay electronically, clearly document what the payment is for, whether it is rent, a deposit, or an application fee. Verify property ownership using county records to confirm that the person renting the unit has the authority to do so. It is okay to take your time and pause before making a decision. You can use a Tenant Toolkit or consult a case manager if you need guidance.

TIP THREE: REPORT SUSPECTED RENTAL SCAMS

If you believe you have encountered a rental scam, it is important to take action immediately. Report the incident to your local police department. Notify the website or platform where the listing appeared so they can remove it and prevent others from being targeted. File a complaint with the Federal Trade Commission (FTC) to help track and prevent fraud. If applicable, report the scam to your city or local housing authority to alert them to potential risks in your area.

WHAT TO KNOW BEFORE YOU RENT: DEALING WITH PROBLEMS

Problems can come up in any rental, from minor issues like noise or routine maintenance to more serious health and safety concerns. **Understanding your basic tenant rights—and responsibilities**—will help you respond calmly and effectively. Good communication and professionalism are key to resolving most issues before they escalate.

Start by using **common sense** and **being a good neighbor**: keep noise down, care for your unit, respect shared spaces, report to maintenance when things break, and follow parking and trash rules. If a problem arises, always contact your landlord or property manager first. Most landlords want to maintain their properties and will respond as quickly as possible. Getting to know your neighbors can also help build a sense of community and make it easier to address concerns respectfully.

Be reasonable about urgency—some repairs are emergencies, while others are routine and may take time. **Treat everyone involved with respect**, including neighbors, property managers, and maintenance staff. If communication with your landlord breaks down, **mediation may be an option**, but both parties must agree to participate. Free or low-cost mediation resources are available. **Remember, treating others the way you want to be treated can go a long way in resolving disputes successfully.**



Call Your Landlord First

If something isn't working or there's a problem in your apartment, **let your landlord or property manager know** as soon as possible. Landlords do want to keep their units in good condition and will usually respond quickly to maintenance issues, repairs, or concerns with neighbors once they're aware of the problem. Check your lease for reporting preference and contact information



Facing a housing conflict or worried about losing your home?

You don't have to handle it alone. The Utah Community Action Mediation Program is here to help tenants and landlords work through issues like unpaid rent, repairs, lease questions, eviction concerns, and other barriers to housing. Whether you need help having a productive conversation, navigating screening or expungement questions, or preparing for a court hearing, our trained mediators can help you find solutions, avoid escalation, and keep housing stable whenever possible. Reach out early—support is available.



801-214-3109



mediation@utahca.org



M - F 9:00 AM to 5:00 PM

WHAT TO KNOW BEFORE YOU RENT: TENANT RIGHTS IN UTAH (QUICK GUIDE)

Tenant Rights in Utah (Quick Guide): As a tenant in Utah, you have important legal rights. These are included in the federal fair housing guidelines – the right to safe and livable housing and certain eviction protections. ALL parties must follow the law.

Right to Fair Housing: Utah tenants are protected by the Federal Fair Housing Act, which bans housing discrimination based on race, color, national origin, sex, religion, family status, or disability. Utah law adds protections for source of income, sexual orientation, and gender identity.

Source of Income Protections: Landlords in Utah cannot deny housing solely because a tenant receives public assistance such as housing vouchers, welfare benefits, or food assistance. Landlords may still review income amount or stability and request documentation to verify the assistance.

Examples of Housing Discrimination: Discrimination may include refusing to rent to families with children, denying reasonable accommodations for disabilities, rejecting housing vouchers, steering tenants to certain areas, enforcing stricter rules on some tenants, or unfairly evicting tenants while allowing others to stay.

When the Fair Housing Act Applies: Most rental housing in Utah is covered, though some small landlords are exempt, such as owner-occupied buildings with four or fewer units and certain single-family homes rented without a broker. Other state or local protections may still apply even when exemptions exist.

Prohibited Landlord Actions: Landlords may not refuse to rent, set different terms, deny services, limit advertising, or deny reasonable accommodations or modifications for tenants with disabilities.

Protection Against Retaliation: Landlords may not retaliate against tenants for asserting fair housing rights, filing a complaint, participating in an investigation, or assisting others. Retaliation and harassment are unlawful.

Filing a Fair Housing Complaint: Tenants may file a complaint with the Utah Antidiscrimination and Labor Division within 180 days or with HUD within one year. A private lawsuit may be filed within two years, but tenants cannot pursue a lawsuit at the same time as a UALD or HUD complaint.

Fair Housing Help:

Disability Law Center | 801-363-1347 | disabilitylawcenter.org/

Utah Legal Services | 801-328-8891 | utahlegalservices.org/

UALD | 800-222-1238 | laborcommission.utah.gov/forms/housingforms/html

HUD | 800-669-9777 | hud.gov/reporhousingdiscrimination

BEING A SUCCESSFUL TENANT

Your lease agreement is the foundation of your relationship with your landlord. It outlines your rights, responsibilities, and the rules for living in your rental. Always read and understand your lease before signing. If you are unsure about anything in your lease, **ask your landlord for clarification before taking action.**

BEING A SUCCESSFUL TENANT: TENANT RESPONSIBILITIES

Paying Rent and Communicating Early: **Paying your rent on time and in full** is your **most important responsibility.** Even if there is a repair issue or disagreement, you must stay current on rent while working toward a resolution. **If you anticipate difficulty making a payment, communicate as early as possible.** Proactively discussing the situation and proposing a plan may help avoid late fees, legal costs, or eviction. You may also want to explore budgeting assistance, rental assistance programs, utility help, or other local resources. Early communication can make a significant difference.

Following the Lease and Occupancy Rules: Your lease outlines important rules about guests, roommates, pets, noise, and use of the property. **Only individuals listed on the lease are authorized to live in the unit.** Allowing someone to move in without approval—even temporarily—can violate your lease and put your housing at risk. If you are considering adding a roommate or are unsure whether a situation is permitted, ask your landlord and obtain written approval before making any changes.

Maintenance, Repairs, and Property Care: You are responsible for **notifying your landlord promptly when something needs repair.** Report leaks, plumbing issues, broken appliances, heating problems, or safety concerns as soon as they arise. Delaying repairs can lead to more serious damage and may affect your living conditions. Use the maintenance request process outlined in your lease and keep records of communication when possible.

Keeping the Unit Clean and Preventing Damage: Maintaining a clean living space protects both your health and the condition of the property. Regular cleaning—such as wiping surfaces, cleaning kitchens and bathrooms, taking out trash frequently, and avoiding clutter—helps prevent pests, mold, and damage. Keep food sealed, clean spills immediately, and avoid flushing improper items down toilets. **If you notice signs of pests, including bed bugs, notify your landlord right away and follow the lease guidelines for treatment.**

Making Changes or Alterations: You must obtain written permission before making any changes to the unit. This includes painting, installing fixtures, changing locks, adding appliances, or making other alterations. Unauthorized changes can result in lease violations or charges. When in doubt, ask first.

A Partnership Approach: Successful renting is built on communication and mutual respect. Understanding your lease, asking questions when unsure, and addressing issues early can help protect your housing stability, your rental history, and your security deposit. When you are uncertain about what is allowed under your rental agreement, the safest step is always to ask before acting.

BEING A SUCCESSFUL TENANT: MOVE-IN & MOVE-OUT CONDITION CHECKLIST

Use this checklist when you move in AND repeat it again when you move out. Documenting the condition protects your security deposit and creates a clear record of the unit's condition.

REMEMBER Before You Start:

- Take photos before moving furniture in (and after everything is out at move-out)
- Use **photos and video** (wide shots + close-ups)
- Make sure photos are **date/time stamped**
- Photograph each room from multiple angles
- Save files to cloud storage (Google Drive, iCloud, etc.)



Room-by-Room Inspection: Check, **document**, and **photograph all areas**, even if they look fine.

Floors & Carpets

- Stains, burns, tears, scratches, loose boards

Walls & Ceilings

- Scuffs, holes, dents, peeling paint, water stains
- Windows & Blinds
- Cracked glass, broken seals, damaged screens
- Blinds open/close properly

Doors & Locks

- Scratches, holes, loose handles
- Locks latch and secure properly

Kitchen

- Inside oven, refrigerator, dishwasher, microwave (cleanliness)
- Stove burners and range hood
- Sink leaks or slow drainage

Bathroom

- Mold or mildew
- Leaks under sink
- Tub/shower stains or damage
- Toilet flushes properly

Cabinets & Closets

- Broken hinges, shelves, rods, or doors
- Exterior (if applicable)
- Balcony, patio, storage area
- Entry door area

Function & Safety Check

- Faucets (water pressure & temperature)
- Toilets flush properly
- Lights and switches work
- Heat and air conditioning function
- Electrical outlets have power (use a phone charger)
- Smoke detectors present and working
- Carbon monoxide detectors present and working

Written Walkthrough Record

- Complete the landlord's condition form or your own checklist
- Add notes about any damage or issues
- Keep a copy for your records

After the Inspection

- Email photos/videos and checklist to landlord or manager immediately
- Keep copies of everything
- Confirm any promised repairs in writing

Why This Matters

Doing this at move-in shows what damage already existed. Doing it again at move-out shows the condition you left the unit in. These records are your best protection if there is a dispute over your security deposit.

BEING A SUCCESSFUL TENANT: NOTICES AND EMERGENCIES

Know when to call 911, when to call your landlord, and how to be prepared.

When to Call 911: Call 911 only for true emergencies—situations that are life-threatening or require immediate police, fire, or medical help. This includes someone who is unconscious, not breathing, bleeding heavily, having chest pain, or seriously injured. Call 911 if there is a fire, break-in, robbery, or crime in progress. You should also call 911 if you hear gunshots, explosions, screams, or see someone being forced into a vehicle. If you believe someone is in immediate danger, call 911 first. **(This is not an all inclusive list).**

When to Contact Your Landlord: Some issues are urgent but not 911 emergencies. Contact your landlord or property manager right away if you experience electrical problems (especially sparks or burning smells), major plumbing leaks, flooding, or broken doors or windows that cannot be locked. Routine maintenance issues—such as a broken dishwasher or leaky faucet—should still be reported, but landlords are expected to respond within a reasonable amount of time. Always communicate problems clearly and promptly.

Giving Notice When Moving Out: If you plan to move out, you must give proper notice as required in your lease. Your lease explains how much notice is required and how it must be delivered. Even if your lease term is ending, notice may still be required. Failing to give proper notice or breaking a lease early may result in fees. Always review your lease before making plans to move.

Tenant Safety & Emergency Preparedness: Keeping your home safe is part of being a responsible tenant. Keep hallways and exits clear, take out trash regularly, and clean often to prevent pests and mold. Store cleaning products and medications safely, avoid storing flammable liquids indoors, and use appliances properly. Maintain working smoke and carbon monoxide detectors. Replace damaged electrical cords and avoid overloading outlets. Keep doors and windows locked and report plumbing or electrical concerns to your landlord. Emergencies can happen at any time. Create a simple family emergency plan and prepare a small emergency kit with essentials like water, food, medications, flashlights, and important documents.



Be Ready Utah is Utah's official emergency preparedness campaign, managed by the Utah Division of Emergency Management.

Phone: 801-538-3400 | Email: bereadyutah@utah.gov
Website: www.utah.gov/beready

The American Red Cross also provides emergency preparedness resources and checklists.

801-323-7000

BEING A SUCCESSFUL TENANT: BAD HOUSING AND WHAT TO DO IF YOUR LANDLORD WILL NOT MAKE REPAIRS

If something in your rental unit needs repair, it is very important to follow the correct legal steps. Many tenants unintentionally put themselves at risk of eviction by stopping rent or taking action before giving proper notice. If you are unsure what to do, contact a tenant resource listed in this toolkit before taking action. **In order to utilize this tenant provision, THE LEASE MUST BE IN GOOD STANDING.**

Your Rights Under Utah's Fit Premises Act: Utah's Fit Premises Act requires landlords to provide housing that is safe, sanitary, and fit to live in. Rental units must meet basic building, health, and safety standards. This means landlords are responsible for maintaining essential systems and correcting serious hazards.

Examples of conditions landlords must fix include:

- No hot water or no working heat
- Major plumbing issues, such as a leaking or non-functioning toilet
- Electrical hazards, exposed wiring, or fire risks
- Broken stairs, unsafe floors, or structural problems
- Broken windows that affect safety or security



Your lease may also list appliances or other items the landlord agrees to maintain. Always review your lease carefully to understand what repairs are covered. If damage was caused by you, a household member, or a guest, you may be responsible for repair costs.

You Have Two Legal Options: Rent Abatement or Repair and Deduct

If the problem makes your housing unsafe or unsanitary, you may use a legal form called a Notice of Deficient Conditions. This notice tells the landlord there is a serious problem and gives them a deadline to fix it. You must be current on rent to use either of these options.

Step 1: Fill Out the Notice of Deficient Conditions

Only use this notice for serious health or safety issues such as no heat, no hot water, major plumbing problems, electrical hazards, broken windows, or dangerous structural conditions.

When completing the form:

- Clearly describe what needs to be repaired. Be specific.
- State the date you are delivering the notice.
- Choose which option you will use if the repairs are not made (**Rent Abatement or Repair and Deduct**).
- Sign and keep a copy for yourself.

Step 2: Properly Deliver the Notice

The notice must be legally served. You can deliver it by:

- Handing it directly to the landlord or property manager.
- Sending it by certified mail.
- Leaving it with someone 14 or older at the landlord's home or office and mailing a copy.
- Posting it on the landlord's door if no one is available.
- Keep proof of delivery.

Once delivered, the landlord has a specific amount of time to begin repairs depending on the seriousness of the issue.

BEING A SUCCESSFUL TENANT: BAD HOUSING AND WHAT TO DO IF YOUR LANDLORD WILL NOT MAKE REPAIRS

Rent Abatement and Repair and Deduct are two different remedies you must choose between when using a Notice of Deficient Conditions.

Rent Abatement is used when the problem is so serious that you are prepared to move out and end your lease if the landlord does not fix the issue within the legal time frame.

Repair and Deduct is used when you want to stay in the unit and are willing to pay for the repair yourself and subtract the cost from future rent if the landlord fails to act.

When filling out the Notice of Deficient Conditions, you must clearly select only one option—either ending the lease through Rent Abatement or staying and using Repair and Deduct—because you cannot use both remedies at the same time. **A copy of this notice is attached in this toolkit** so you can review and practice filling it out with a legal professional before using it.

Option 1: Rent Abatement (Ending the Lease)

Rent abatement allows you to end your lease if the landlord does not fix the serious problem within the required time.

If the landlord does not begin repairs or does not acknowledge the proper notice given:

- You may move out within 10 calendar days after the repair deadline expires.
- You may request return of prepaid rent from the date you gave notice through the end of the month.
- You may request return of your security deposit.

This option only works if you are willing and able to move. If you stay in the unit, you may lose this protection. In some cases, you may need to go to court to recover money.

Option 2: Repair and Deduct

Repair and deduct allows you to hire someone to fix the issue and subtract the cost from future rent if the landlord does not make repairs in time.

After repairs are completed:

- You must provide copies of receipts to the landlord.
- Receipts must be given within five days of the next rent due date.
- You cannot deduct more than two months' rent, even if repairs cost more.

This option carries risk. The landlord may claim the repairs were unnecessary and attempt eviction for nonpayment of rent. Even if you win, an eviction filing can impact your future housing opportunities. Always consider speaking with an attorney before choosing this option.

NOTICE OF DEFICIENT CONDITION(S)

Utah Fit Premises Act – Utah Code §§57-22-1 et seq.

Name and address of owner/agent: <hr/> <hr/>	Tenant name and rental address: <hr/> <hr/>
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Pursuant to Utah Code §57-22-6(2)(a), the undersigned Tenant now gives this Notice to the Owner of the following deficiencies in the rented premises. The Utah Fit Premises Act requires that the Owner take substantial action to fix these deficiencies within the number of days (“corrective period”) required by the Act. The undersigned Tenant hereby gives the Owner permission to enter the rented premises in order to take corrective action.

CHECK IF APPLICABLE	STANDARD OF HABITABILITY OR REQUIREMENT OF RENTAL AGREEMENT (References are to Utah Fit Premises Act sections)	CORRECTIVE PERIOD	SELECTED REMEDY IF OWNER FAILS TO TAKE SUBSTANTIAL ACTION
<input type="radio"/>	§3(1) and §4(1)(a): Rented premises are unsafe and/or unsanitary for the following reason(s): <hr/> <hr/> <hr/> <hr/>	3 (three) calendar days	<input type="radio"/> Rent abatement <input type="radio"/> Repair and deduct
<input type="radio"/>	§3(1) and §4(1)(b)(ii): Electrical system is deficient because: <hr/> <hr/>	3 (three) calendar days	<input type="radio"/> Rent abatement <input type="radio"/> Repair and deduct
<input type="radio"/>	§3(1) and §4(1)(b)(ii): Heating is deficient because: <hr/> <hr/>	3 (three) calendar days	<input type="radio"/> Rent abatement <input type="radio"/> Repair and deduct
<input type="radio"/>	§3(1) and §4(1)(b)(ii): Plumbing is deficient because: <hr/> <hr/>	3 (three) calendar days	<input type="radio"/> Rent abatement <input type="radio"/> Repair and deduct
<input type="radio"/>	§3(1) and §4(1)(b)(ii): Hot and/or cold water is deficient because: <hr/> <hr/>	3 (three) calendar days	<input type="radio"/> Rent abatement <input type="radio"/> Repair and deduct
<input type="radio"/>	§4(1)(b)(iii): Air conditioning system is deficient because: <hr/> <hr/>	3 (three) calendar days	<input type="radio"/> Rent abatement <input type="radio"/> Repair and deduct

Dated this ____ day of _____, 20____.

(Tenant's signature)

Date this Notice given to Owner: ____ / ____ /20____

TENANT'S REMEDIES

If the Owner fails to take substantial action before the end of the corrective period toward correcting each deficient condition, the Tenant's remedies are as follows, depending on the remedies chosen above and the owner's response:

§6(4)(a)(i): "Rent Abatement" remedy:

- ① No rent is due beginning on the date this Notice was given to the Owner, and
- ② The rental agreement is terminated, and
- ③ The Owner must immediately pay to the renter the entire security deposit paid by the Tenant and any prepaid rent, including rent paid for the period beginning on the date this Notice was given to the Owner, and
- ④ The Tenant must vacate the rented premises within 10 calendar days following expiration of the corrective period.

§6(4)(a)(ii): "Repair and Deduct" remedy:

- ① The Tenant may correct the deficient condition described in this Notice, and
- ② Deduct from future rent the amount the Tenant paid to correct the deficient condition(s), not to exceed an amount equal to two months' rent, and
- ③ Provide to the Owner within five calendar days after the beginning of the next rental period a copy of all receipts documenting the amount paid by the Tenant to correct the deficient condition(s)

GIVE THIS NOTICE TO THE OWNER:

Keep a copy of this notice. Record the date you served it on both the Owner's Notice and your copy. Serve this notice by: (1) giving it to the Owner or the Owner's agent/manager, or (2) sending it by certified mail to the Owner's home or usual place of business or to the Owner's agent/manager, or (3) giving it to someone 14 or older at the Owner's home or business or agent/manager's office and sending a copy by regular mail, or (4) if no one is home or at the office, taping it on the Owner's home or office in a conspicuous location such as the Owner's or manager's front door.

NOTICE TO THE OWNER/AGENT:

This is a legal document. It was drafted by Utah Legal Services, Inc. In appropriate cases, ULS will represent tenants living in substandard housing due to an owner's failure to repair or correct significant conditions affecting habitability. Seek competent legal advice to understand your responsibilities. Pursuant to Utah Code §57-22-6(5), the Tenant may bring an action in district court to enforce this Notice.

BEING A SUCCESSFUL TENANT: BAD HOUSING AND WHAT TO DO IF YOUR LANDLORD WILL NOT MAKE REPAIRS

Other Situations and Additional Options: Not every repair issue requires using a Notice of Deficient Conditions. Sometimes simpler steps can resolve the problem.

Written Repair Requests: For non-emergency repairs, notify your landlord in writing and keep copies. Many issues can be resolved without legal action.

Building Inspector or Health Department: If the rental violates health or building codes, you may contact a local inspector. If violations are found, the landlord can be ordered to fix them. A landlord cannot legally evict you for reporting unsafe conditions (retaliation is illegal in Utah), but document everything carefully. If conditions are severe, the property could be condemned and you may have to move.

Small Claims Court: If you lost money because of poor conditions, you may sue for financial damages. A judge cannot order repairs but may award money.

Month-to-Month Tenants: If repairs are not made, you may give written notice to end your tenancy. Check your lease for required notice. If there is no lease, Utah law generally requires at least 15 days' notice.

Emergency Conditions (Constructive Eviction): If the unit is unsafe — such as no water, sewage backup, no heat, or major electrical hazards — the landlord has 24 hours to begin repairs after notice. If they refuse, you may be able to move out, but a judge would decide whether the conditions justified breaking the lease. If you stay, you must continue paying rent.

Where to Get Help: Utah Legal Services **(801-328-8891)** can explain your rights, review your lease, and advise you before taking steps that could risk eviction.

Utah Community Action Mediation (Statewide) Program helps tenants and landlords resolve housing disputes, including repair issues, tenant education, court mediation and expungements

Phone: (801) 214-3109

Email: mediation@utahca.org

Mountain Mediation Center (Summit & Wasatch Counties) provides mediation services in those counties.

Phone: (435) 336-0060

Local **Building Inspectors** or **Health Departments** can identify code violations and require landlords to fix serious hazards.

Final Reminder: Bad housing conditions are stressful and sometimes dangerous. The law provides options, but they must be used correctly. Before withholding rent, hiring repairs, or moving out, consider getting legal advice to protect your housing and your rental record.

BEING A SUCCESSFUL TENANT: WHEN CAN MY LANDLORD ENTER MY RENTAL UNIT?



Once you rent a home or apartment, you have a legal right to privacy and peaceful enjoyment of your living space. In Utah, a landlord does not have unlimited access to your unit—even if you are behind on rent or there is a dispute. **Under the Utah Fit Premises Act (Utah Code § 57-22-4), a landlord must generally provide at least 24 hours' notice before entering your rental unit, unless your lease agreement specifies a different notice period or you agree to entry sooner.**

The notice should be given in advance and entry should occur at a reasonable time. Landlords may enter for lawful purposes related to the tenancy, such as inspections, repairs, maintenance, or showing the property to prospective tenants or buyers. Even if you are behind on rent or facing eviction, the landlord still must follow the legal notice requirements and cannot simply enter without permission.

Important Exceptions: A landlord may enter without advance notice only in limited circumstances, such as emergencies that threaten life, health, safety, or property (for example, a fire, gas leak, or major water leak). Outside of emergencies, an unannounced entry may violate your right to privacy.



Lease Terms Still Matter (Your Lease Agreement Will Usually Explain):

- How much notice must be given
- How notice will be delivered (text, email, written notice, etc.)
- When entry may occur
- Who may enter (landlord, property manager, maintenance staff, contractors)
- *Owners and renters may agree to different notice timelines in the lease, but any changes must be mutually agreed upon and documented.*

Key Takeaways for Tenants



- Your landlord cannot enter whenever they want
- At least 24 hours' notice is the typical legal standard in Utah
- Notice rules apply even if you owe rent
- Entry must be for a legitimate reason
- Emergencies are the main exception
- Always review your lease for specific entry rules
- If a landlord repeatedly enters without proper notice, document each incident (dates, times, and details) and consider seeking legal assistance.
- Tenants may call 911 to report any intrusions by the landlord, management, or maintenance staff.
- **You must allow the landlord reasonable access after proper notice (usually 24 hours); refusing entry without a valid reason may lead to eviction.**

BEING A SUCCESSFUL TENANT: PAY YOUR RENT



Paying Rent On Time Is Your Most Important Responsibility: Paying your rent in full and on time is the single most important part of being a good tenant and keeping your housing.

- Even if there is a repair issue or disagreement with your landlord, you are still required to stay current on rent while the issue is being addressed.
- Some rentals may allow rent to be paid in two installments each month to help with budgeting—check your lease or ask your landlord if this option is available.
- If you anticipate difficulty making a payment, communicate as early as possible and propose a plan.
- Utah has some rental assistance programs, but resources are limited and often require you to apply weeks in advance, so do not wait until rent is already late.
- Acting early and staying in communication can help prevent late fees, legal action, or eviction.

BEING A SUCCESSFUL TENANT: RENTAL ASSISTANCE

Need Help Paying Rent? If you are struggling to pay rent this month—or already owe back rent—there are rental assistance programs available across Utah. These programs may help cover a portion of what you owe, but funding is limited and can run out quickly. **Start early.** Rental assistance often takes several weeks to process, so do not wait until you receive an eviction notice to apply.

You can begin by contacting:

- Utah Community Action (statewide rental assistance programs)
- Your local housing authority
- Your county or city offices
- Local nonprofit organizations that offer housing support
- **United Way 2-1-1 by dialing 211 to learn about available community resources**
- You can also visit the Utah Housing Coalition website for additional tenant resources
- Because funding changes frequently, it is important to call ahead, ask about eligibility requirements, and apply as soon as possible



Case Management and Housing Program: Through deposit and emergency rental assistance, landlord-tenant mediation, workforce development and homelessness services. The Case Management & Housing program helps clients to maintain safe, stable and affordable housing.

(801) 359-2444

housingintake@utahca.org

utahca.org/case-management-housing/



Homeless to Housed Program: This is a short-term rental assistance program for families in temporary crisis. When funding is available and conditions are met, the program may pay the first month's rent and security deposit on an approved housing unit. This program has specific eligibility requirements and requires enrollment. There is no application for this program. Meet with a case manager to get enrolled.

(801) 771-4642

info@opendoorsutah.org

opendoorsutah.org



Supportive Housing and Rapid Rehousing Programs: Rapid Rehousing helps people who are currently homeless move quickly into housing. The Road Home offers short-term rental assistance and support with basic household needs. Deposit, prorated rent, ongoing rental assistance, and intensive case management. Meet with a case manager to get enrolled.

801-359-2444

info@theroadhome.org

theroadhome.org/housing-programs/

PREPARING TO LEAVE

Your rental agreement not only states how long you will live in the property, but also outlines **your responsibilities when the lease ends**. It is essential to **give proper notice** if you plan to move out, not renew, or end the lease, as required by your agreement.

PREPARING TO LEAVE: GIVING PROPPER NOTICE AND PREPARING FOR MOVING OUT



Review your lease first. Your rental agreement explains how and when to give notice, move-out requirements, and any fees. Most landlords require **written notice 30–60 days in advance**, but **your lease will state the exact timeframe**. Failing to give proper notice can result in extra charges or loss of your security deposit.

Leave the unit in good condition. Clean thoroughly, remove all belongings, and repair damage beyond normal wear and tear (such as large holes, broken fixtures, or stains). **Take photos after cleaning in case there is a dispute about the condition of the unit.**

Handle utilities and address changes. Schedule utility shut-off or transfer for your move-out date, update your address with banks (credit cards), employers (emergencies and taxes), subscriptions, and government agencies (ID). Provide your landlord with a forwarding address for your security deposit return.

Know your security deposit rights. In Utah, landlords generally must return the deposit or provide an itemized list of deductions **within 30 days after you move out or 15 days after receiving your forwarding address (whichever is later)**.

Moving out early? If you leave before your lease ends, you may still owe rent, but the landlord must make reasonable efforts to re-rent the unit. Review your lease for any early termination terms and communicate with your landlord as soon as possible.

Planning ahead, communicating clearly, and documenting everything can help you avoid unexpected charges and protect your rental history.

PREPARING TO LEAVE: EVICTIONS

What Is an Eviction? *An eviction is a legal process that ends your tenancy. A landlord cannot begin an eviction lawsuit without first giving written notice.*

- It does NOT happen instantly.
- A landlord must first give written notice.
- Only a court can order you to leave.
- Police or the Sheriff remove tenants only after a court order.

Evictions usually happen because of:

- Not paying rent, late fees, or other amounts owing under the lease,
- Not paying for damages you did to the apartment,
- Violating the lease,
- Bad behavior or criminal activity,
- Your lease is up and the landlord gave you notice to move.

If you stay after the notice period without resolving the issue, the court may consider you to be unlawfully detaining the property.

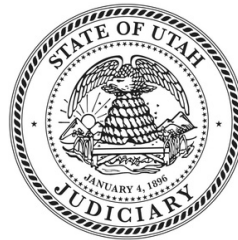
Can my landlord evict me without going to court? No, unless the landlord claims you abandoned the rental unit, the landlord must get a court order called an "Order of Restitution" before you can be forced to move. This is true even if you owe rent or your lease has ended. The landlord cannot force you out by:

- Changing the locks,
- Removing the front door
- Turning off the utilities
- Or anything else that prevents you from living in your housing.

HAVE QUESTIONS ABOUT AN EVICTION?



PHONE: (801) 328-8891
utahlegalservices.org



888-683-0009
selfhelp@utcourts.gov
utcourts.gov

DEPARTMENT OF HOUSING

EVICTIION NOTICE

YOU ARE HEREBY REQUIRED TO VACATE,
FAILURE TO VACATE WILL RESULT IN LEGAL
PROCEEDINGS, ATTORNEY FEES, COURT COSTS,
AND PENALTY DAMAGES

PREPARING TO LEAVE: DIFFERENT TYPES OF EVICTIONS AND NOTICES

In Utah, eviction notices tell you either to fix the problem (“cure”) or move out.

Most Common Notices

- **3-Day Notice to Pay or Vacate** (Nonpayment of Rent)
 - Time: 3 business days
 - Fix it by paying all rent owed OR move out
- **3-Day Notice to Comply or Vacate** (Lease Violation)
 - Time: 3 calendar days
 - Fix the violation (example: unauthorized guest, pets, parking issue)
- **3-Day Notice for Nuisance or Illegal Activity**
 - Time: Usually 3 calendar days
 - Often requires moving out (may not be fixable)
- **3-Day Notice for Criminal Acts, Waste, Unlawful Business, or Illegal Subleasing**
 - Time: 3 calendar days

Typically requires vacating: *These notices are used for violations that affect safety, property, or other tenants.*

Other Notices

- **5-Day Notice to Vacate** (Tenant-at-Will / Guest)
 - Time: 5 calendar days
 - Used when someone has no formal lease
- **15-Day Notice to Vacate (End of Lease / No Cause)**
 - Used when a lease is ending or month-to-month tenancy is terminated

Important: Court Response Deadline

If the landlord files a court case:

You usually have ONLY 3 days to file a written Answer response to the proper Court after being served with the lawsuit (Complaint and Summons)

If you do not respond:

- The landlord can obtain an Order of Restitution for default (“lock-out order”)
- You may be ordered to move AND pay money for lease amounts, incurred amounts, etc.
- *If you are served with a Summons and Complaint... MUST RESPOND (usually only 3 days)*

PREPARING TO LEAVE: HOW TO RESPOND TO A EVICTION NOTICE

If You Receive a Notice (Before Court)

Act immediately:

Contact your landlord immediately to discuss the issue—if you owe rent but can pay soon, you may request a written repayment plan, though the landlord is not required to agree. If the notice involves another type of violation, make sure you clearly understand the problem so you can address it and seek help as soon as possible while maintaining communication .

- Read the notice carefully
- Fix the problem if possible (pay rent, correct violation)
- Contact the landlord
- Seek legal help right away - seek mediation, review lease for the terms and obligations
- **Communicating early - KEY SUCCESS**
- This may allow repayment plans or solutions, though the landlord is not required to agree.

If You Receive a Court Summons and Complaint

- You must file an Answer within the deadline (usually 3 days). Follow directions given on the Court documents when served.
- This is ON YOUR RECORD from filing - options to negotiate an agreement or a dismissal is helpful and useful to mitigate future barriers for housing needs.

If you respond:

- The court may schedule a hearing
- You will have an option to discuss and negotiate move out date, amounts, and issues
- First - an occupancy hearing (vacate ruling) determined first
 - Further hearings for other issues, amounts, and debt negotiations as allocation is given

If you do NOT respond:

- Default judgment entered
- Order of Restitution issued - Law enforcement can remove you
- Without an Answer, the landlord may obtain an order and file a judgment against you

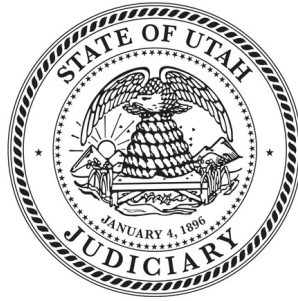
After an Order of Restitution (Move-Out Order)

- Usually gives about 3 days to leave - Utah Law allows 3 days for occupancy ruling
- Law enforcement can remove you from the Order of Restitution (“lock out order”)
- Requesting a hearing does NOT stop the eviction

If You Move Out During the Notice Period

- The landlord usually cannot file an eviction case but could file a debt collection action
- **The contract allows to collect through eviction and/or debt collection action for unpaid rent, damages and abandonment of lease.** Collection cases can lead to wage garnishment if unpaid.

PREPARING TO LEAVE: HOW TO RESPOND TO A EVICTION NOTICE



The Utah State Courts' Self-Help Center (SHC) offers free legal information to people who do not have a lawyer, helping them understand their rights, responsibilities, and court options. Within the Housing section—especially the Eviction and Landlord-Tenant subsection—the SHC provides a comprehensive collection of materials for both tenants and landlords.

Users can find **court-approved forms, step-by-step instructions, and plain-language explanations covering every stage of the eviction process.** The site includes **detailed guidance on how to respond to eviction notices, file an answer, request hearings, and understand court timelines.** It also explains the different types of eviction cases in Utah, including nonpayment of rent, lease violations, nuisance claims, and no-cause terminations. In addition, the SHC offers resources on related issues such as security deposits, repairs, and landlord-tenant rights and duties.

Staff attorneys can answer questions about procedures, help people complete forms, and connect users to mediation services, legal aid, or low-cost attorneys when available. While the SHC provides powerful self-help tools and reliable information, it cannot give legal advice or represent individuals in court, and the staff attorney is not your personal lawyer.

The Self-Help Resources page provides information and forms for many kinds of cases.	
Email Monday – Friday 11:00 am – 5:00 pm	selfhelp@utcourts.gov
Toll-free Telephone Help Line Monday – Friday 11:00 am – 5:00 pm	888-683-0009 The help line is very busy. Look for information on the Self-Help Resources page before calling - the answer to your question may be easier to find than you think. State Law Library staff can help you navigate the courts' website.
Text Monday – Friday 11:00 am – 5:00 pm	801-SHC-1TXT (801-742-1898)

PREPARING TO LEAVE: WHAT HAPPENS IF I ABANDON MY APARTMENT

If a tenant leaves a rental unit without proper notice and makes no reasonable effort to return, the **landlord may treat the property as abandoned** and **retake possession of the unit**. The landlord may secure the apartment and re-rent it at a fair rental value to reduce losses.

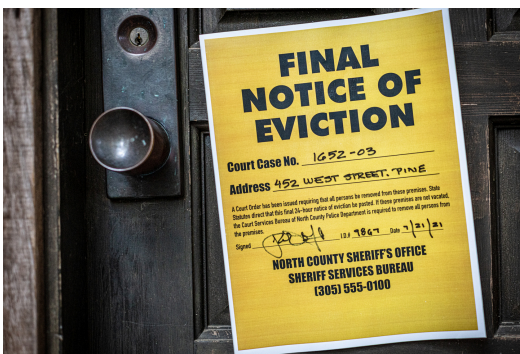
Abandonment does not end the tenant's financial obligations; the tenant may still be responsible for unpaid rent, rent that accrues until the unit is re-rented, fees related to re-renting, and the cost to restore the property beyond normal wear and tear.

If personal belongings are left behind, the landlord must post a physical notice and mail a written notice to the tenant's last known address stating that the property is considered abandoned. A landlord may legally serve an eviction notice by delivering it personally to the tenant, leaving it with a person of suitable age at the residence, or posting it on the property if no one is available. The landlord may remove the items, **store them for 15 days from the date of the end of the occupancy of the unit!** During the first 5 calendar days, the tenant has the right to retrieve essential items—such as identification, necessary medical items, medications, and clothing—without paying storage fees.

To recover the remaining property, the tenant must pay reasonable inventory, moving, and storage costs and retrieve the items within the 15-day storage period. If the tenant provides documentation of serious circumstances—such as domestic violence (police report or protective order), extended hospitalization verified by a medical provider, or death of the tenant (death certificate or obituary from an immediate family member)—the landlord must grant an extension of up to an additional 15 calendar days to reclaim the property.

If the tenant does not reclaim the property within the allowed time and no court action is pending, **the landlord may dispose of the property**. The landlord must mail notice of any public sale to the tenant's last known address at least 5 calendar days before the sale, or may donate the property to charity if that is a commercially reasonable alternative. If the tenant attends the public sale, they may specify the order in which items are sold, and the landlord may sell only the amount of property necessary to satisfy the debt, with any unsold items returned to the tenant. If the tenant does not attend, all items may be sold, and any money remaining after the debt and costs are paid must be sent to the tenant's current known address or handled according to the **Utah Unclaimed Property Act** if the address is unknown.

Abandoning a rental unit does not erase liability, and the landlord may still pursue collection for unpaid rent, damages, storage costs, and other legally allowed fees. **The debt does not stop accruing just because you moved out.**



PREPARING TO LEAVE: HOW AN EVICTION LAWSUIT COULD IMPACT YOU

Evictions can have serious and long-lasting consequences. Once a case is filed in court, the effects can go far beyond losing your housing.

Housing & Background Checks

- Eviction filings become public court records
- Future landlords often see them on screening reports
- Some landlords will deny applications even if you win the case
- Evictions can make finding housing much harder

Eviction actions remain on record and may affect future housing opportunities.

Financial Consequences

If the landlord wins, the court may order you to pay:

- Unpaid rent
- Late fees
- Court costs
- Attorney fees
- Property damage
- Eviction and enforcement costs

Unpaid judgments can lead to:

- Wage garnishment
- Bank account garnishment
- Property liens or seizure

Treble Damages (Triple Damages): Utah law allows courts to award treble damages when a tenant stays in the unit without legal right after they should have moved out.

What This Means

- You may owe up to THREE TIMES the daily rent
- Charged for each day you stay past the legal deadline

Treble damages may apply if you:

- Ignore an eviction notice and court order
- Stay after the lease has legally ended
- Remain after an Order of Restitution (move-out order)
- Continue occupying the unit without permission
- Courts may award damages for each day a tenant stays without legal justification.

Example:

- Monthly rent = \$1,200
- Daily rent ≈ \$40
- Treble damages ≈ \$120 per day
- Staying just 10 extra days could add about \$1,200 – on top of all other costs.

Penalties for Not Leaving After a Court Order: After an Order of Restitution, you must leave by the deadline (often about 3 days).

If you do not leave:

- Personal property may be removed and stored
- You may owe moving and storage costs
- Treble damages may continue to increase daily
- Law enforcement may remove tenants who do not vacate on time with an Order of Restitution.

Credit, Employment and Long-Term Impact an eviction judgment can:

- Damage your credit score
- Make renting in the future difficult
- Appear on background checks
- Sometimes affect employment opportunities

PREPARING TO LEAVE: HOW A LANDLORD MUST SERVE AN EVICTION NOTICE

A landlord must properly deliver the notice before filing in court.

Common legal service methods for the NOTICE (legal service not required for notice) include:

- Hand it to them directly.
- Mail it (special delivery): send the notice in the mail but require a signature (registered or certified mail). Send it to the tenant's home.
- If the tenant is not home: you can leave the notice with another responsible adult who lives there. Likely the landlord will take a picture of the notice or document where the notice was left for notification.

You also must mail a copy to the tenant's home.

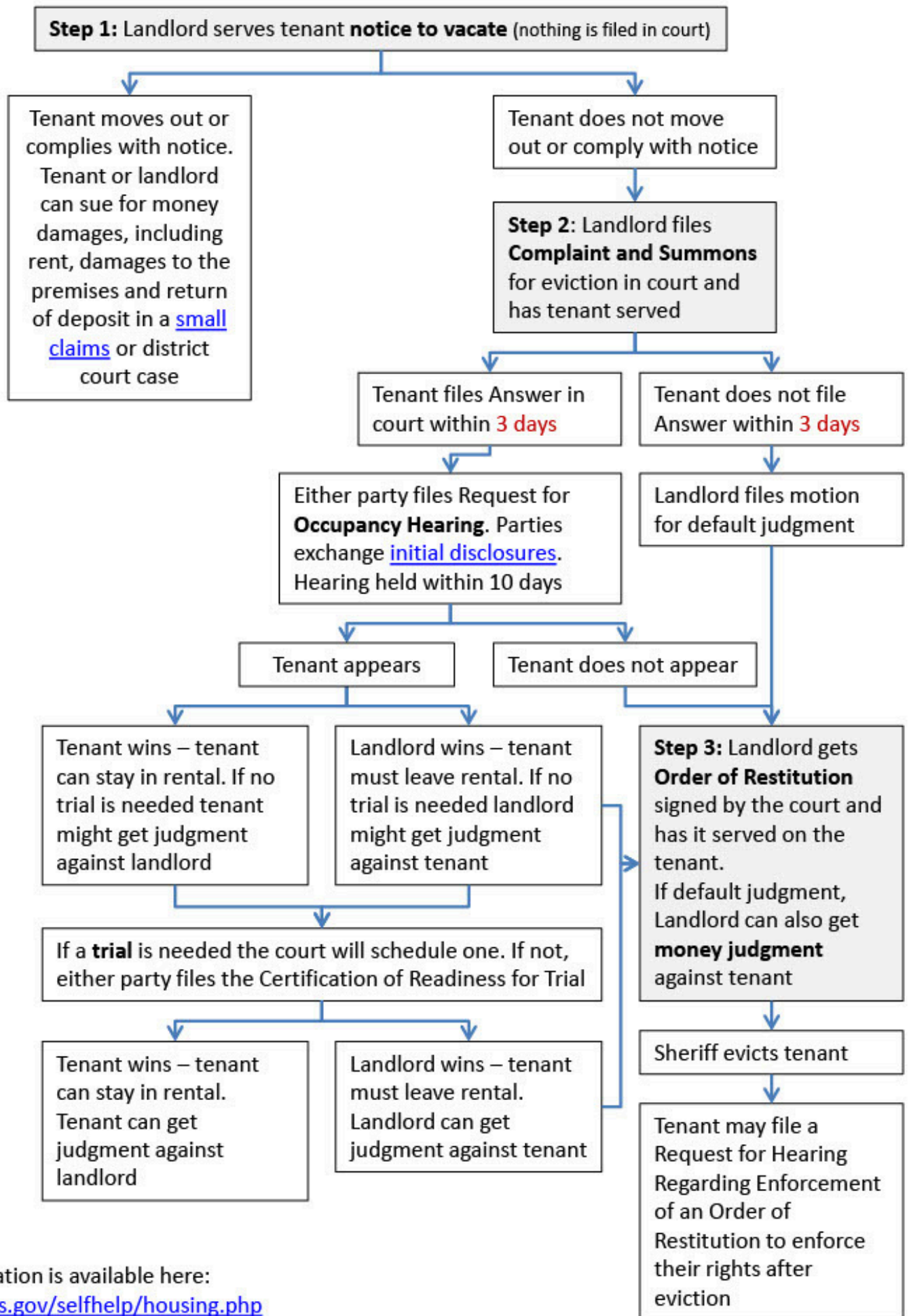
If no one is home (not the tenant or another adult): tape or post the notice on the front door. Or put it somewhere easy to see on the property where the tenant lives.

Utah Law also emphasizes:

- Landlords must follow legal procedures
- They cannot lock you out, shut off utilities, or remove property without a court order
- Utah law prohibits landlords from excluding tenants without judicial process.



Eviction roadmap



More information is available here:
www.utcourts.gov/selfhelp/housing.php

PREPARING TO LEAVE: GETTING YOUR SECURITY DEPOSIT BACK

Your security deposit is your money, and Utah law provides specific rules for how and when it must be returned after you move out.

When the Deposit Must Be Returned: After your tenancy ends, the **landlord must return any refundable security deposit and prepaid rent within 30 days.** The refund must be sent to your last known address, so it is very important to provide your landlord with your current mailing address before or immediately after you move out. Deposits are generally considered refundable unless a portion was clearly designated as non-refundable in writing at the time it was collected.

What Landlords Can Deduct

Once you move out, a landlord may legally deduct certain costs from your deposit, including:

- Unpaid rent
- Damage beyond normal wear and tear
- Cleaning costs
- Other charges allowed by the lease agreement
- If any money is withheld, the landlord must provide a written, itemized list explaining each deduction.
- Normal wear and tear (such as minor carpet wear or faded paint) cannot be charged to the tenant.

How to Improve Your Chances of Getting the Full Deposit Back Before moving out:

- Clean the unit thoroughly
- Repair any damage you caused
- Remove all personal belongings
- Take photos or video documenting the condition
- Return keys and follow move-out instructions
- Provide a forwarding address in writing

If You Do NOT Receive Your Deposit: If the landlord does not return your deposit within 30 days, or does not provide an itemized deduction list, you have the right to take further action.

Send a Tenant's Notice to Provide Deposit Disposition: A **Deposit Disposition** is a formal written notice tells the landlord to comply with the law and return your deposit or explain deductions.

- The landlord then has 5 business days to respond after receiving this notice.

How to Deliver (Serve) the Notice:

- Hand-deliver it to the landlord or their agent
- Leave it with a responsible person at the address listed in the lease
- Post it in a visible place at that address if no one is available
- Send it by registered or certified mail
- Use the address provided in your lease agreement.

If the Landlord Still Does Not Comply: If the landlord does not respond within 5 business days, you may sue in court.

You may be entitled to recover:

- The full refundable deposit
- Any prepaid rent owed
- A written explanation of deductions
- A civil penalty of \$100
- Court costs and attorney fees if the landlord acted in bad faith

These remedies are designed to encourage landlords to follow the law.

A copy of this notice is attached in this toolkit so you can review and practice filling it out.

TENANT'S NOTICE TO RETURN DEPOSIT
(Notice to Provide Deposit Disposition)
Utah Code 57-17-3

TO:

Owner or owner's agent's name (landlord)

RE:

Address of rental property

NOTICE IS HEREBY GIVEN THAT WITHIN FIVE (5) BUSINESS DAYS pursuant to Utah Code Sections 57-17-3 to 5 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 _____ (date).

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, if the court determines the owner acted in bad faith.

Tenant's Name(s):

Mailing Address

City, State, Zip

[] Landlord may electronically provide refund and notice of any deductions to tenant at:

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

I declare under criminal penalty under the law of Utah that everything stated in this document is true.

Signed at _____ (city, and state or country).

Date
Signature ► _____
Printed Name _____

Attorney or Licensed Paralegal Practitioner of record (if applicable)

Date
Signature ► _____
Printed Name _____

Return of Service

On _____ (date) I swear and attest that I served this notice in compliance with Utah Code 57-17-3 by: (check all that apply)

- _____ 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 (clearly visible) 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

Person Completing Service

I declare under criminal penalty under the law of Utah that everything stated in this document is true.

Signed at _____ (city, and state or country).

_____	Signature ►	_____
Date	Printed Name	_____

PREPARING TO LEAVE: SAY YES TO MEDIATION

Mediation gives landlords and tenants a faster, less expensive way to resolve disputes than going through a full court process. It allows both sides to speak openly, understand each other's concerns, and work toward a practical solution that a judge may not be able to tailor.

Agreements reached through mediation are voluntary, which often leads to better compliance and preserves the relationship between landlord and tenant. Mediation can be used before filing a case, during a court case and after for debt collection and eviction expungement. Mediation helps to prevent eviction, reduce legal costs, and avoid long-term records that can make renting or managing property harder in the future.

Choosing mediation supports fair, respectful problem-solving and can lead to more stable housing outcomes for everyone involved.

Utah Community Action – Statewide Housing Mediation Program

Helps tenants and landlords resolve disputes through mediation, including repair issues and court preparation.

Phone: (801) 214-3109

Email: mediation@utahca.org

Mountain Mediation Center (Summit & Wasatch Counties)

Provides mediation services for residents of those counties.

Phone: (435) 336-0060



UTAH
DOMESTIC VIOLENCE
COALITION



In Utah, victims of domestic violence can terminate a lease early without penalty (Utah Code 57-22-5.1) by providing written notice, a police report or protective order (within 60 days), and paying a fee equivalent to 30 days of rent. Victims cannot be evicted solely for being victims, nor can they be penalized for calling the police.

If you are in or have left a domestic Violence situation and have housing question reach out to Utah Domestic Violence Coalition.

24-Hour LINKLine 1-800-897-LINK (5465)

PREPARING TO LEAVE: EVICTION EXPUNGEMENT

What Is Eviction Expungement? An eviction case is normally a permanent public record. Expungement seals the record so it is treated as if it never happened. Most landlords, screening companies, and government agencies will no longer be able to access or share information about the case.

Can My Eviction Case Be Expunged?

Not all cases qualify. Your case must be finished (not pending).

Your case may be eligible if:

Automatic Expungement

- The entire case was dismissed, no appeal is pending, and at least **3 years have passed** since filing, OR
- Both parties agree to expungement and file a written stipulation with the court

If eligible, the court will order expungement automatically. You may not receive notice, but you can check your case status on MyCase within the Courts.

Requesting Expungement by Petition

You can ask the court to expunge your case if:

- The eviction was for nonpayment of rent or for staying after your lease expired, AND
- Any judgment against you has been paid in full and a Satisfaction of Judgment was filed

Steps to Request Expungement

- Complete required court forms (cover sheet, petition, and proposed order)
 - utcourts.gov/en/self-help/categories/housing/landlord/expunge.html#Opposing
- File the documents with the court
- Pay the filing fee or request a fee waiver
- Serve copies on all other parties in the case
- File proof that service was completed



PREPARING TO LEAVE: EVICTION EXPUNGEMENT

What Happens Next?

THIS IS A TENANT DRIVEN PROCESS AND REQUIREMENT

- If the landlord does not object within 60 days – The court will decide whether to grant the request
- If the landlord files an objection – The court must deny the petition

What Happens After Expungement?

Once expunged:

- The case is treated as if it never occurred
- You may state that you were not evicted in that case – provide documents for dismissal
- Government agencies and tenant screening companies cannot share the record
- It is a good idea or suggestion for each tenant on the lease/eviction and expungement request to clear this with credit reporting agencies.

Need Help?

Eviction law and court procedures can be complicated. Consider contacting a legal aid organization, housing counselor, or mediation service if you need guidance.



WHERE TO FIND MORE TENANT RESOURCES?

Utah is filled with programs and community organizations dedicated to helping tenants stay safe, stable, and housed. If you need help finding the service that is right for you, please call the Utah Housing Coalition 801-364-0077 — we're here to connect you with the support you need.

WHERE TO FIND MORE TENANT RESOURCES: TENANT RESOURCES



Scan To View Tenant
Resource Page



Tenant Resources

In addition to the many helpful resources included in this toolkit, the **Utah Housing Coalition offers a comprehensive Tenant Resources section on our website.** There, you can find support organized by county, bilingual (Spanish and English) videos explaining the tenant toolkit, links to additional tenant tools and trusted community partners, and information on programs for utilities assistance, food support, rental assistance, and more. Our website is designed to be a one-stop hub to help tenants quickly connect with the services they need.

(801) 364-0077
admin@utahhousing.org
utahhousing.org



Get Connected. Get Help.™

Another important resource is **United Way 211.** This free, confidential service is available 24 hours a day, 7 days a week and connects individuals to local support for essential needs such as food, housing, utilities, health care (including mental health), and legal assistance.

By calling 211, texting, or visiting 211utah.org, you can be connected with trained specialists who will help you find services in your area.





Utah Legal Services: Guiding Principles of Renting in Utah

- Pay your rent on time, every time. This is the most important way to avoid eviction.
- Follow your lease carefully. It outlines your legal rights and responsibilities.
- Get everything in writing. Written records protect you if issues arise.
- Lockouts are illegal. A landlord must have a court order to evict you.
- Month-to-month leases offer fewer protections. Your tenancy can end with proper notice.
- Give a forwarding address when you move out. This helps ensure you receive your deposit and notices.
- Hardship alone does not stop eviction. Seek assistance, but know it is not an automatic defense.
- Attend court if you file an answer. Missing your hearing can lead to an automatic loss.

Acknowledgements

- Utah Community Action
- The Road Home
- Utah Department of Health & Human Services
- Moab Community Land Trust
- Utah Legal Services
- Disability Law Center
- Ogden Community Action
- The Utah State Courts Self Help Center
- SLCO - Regional Development
- Salt Lake City - Housing Stability Division
- Utah Department of Corrections



Utah Housing Coalition

230 S 500 W #216
Salt Lake City, UT 84101

(801) 364-0077
admin@utahhousing.org
utahhousing.org



Made possible through the generous support of American Express. The original Tenant Toolkit was developed to empower tenants with clear, reliable information and practical resources to help them understand their rights and responsibilities.