

The Tenant Toolkit

Keys to successful living



A message to Landlords & Tenants:

COMMUNICATION — DOCUMENTATION — COOPERATION

One of the most important things that landlords and tenants can do is to communicate with one another in a manner that allows the concerns, issues, and rights of both parties to be mutually respected and addressed.

Property owners and managers have struggled to maintain their businesses and livelihoods while balancing the needs of tenants. Tenants have had difficulty understanding the purpose behind what can seem like heavy-handed policies and rules. **Both sides of the overall landlord/tenant issue have valid concerns.**

This Toolkit aims to address some of these concerns in a meaningful, mutual and respectful way. It is our goal to provide information to tenants that will be useful in addressing the interests of both landlords and tenants and will ultimately act as a guide to being successful in rental housing.

Within this Toolkit, we provide information that is divided into two categories: Being a Successful Tenant, and Tenant's Rights.

Being a Successful Tenant helps to understand the process of applying for housing, renting a dwelling, and understanding situations that arise once living in a rental unit. It also explores when your lease ends and you move.

Tenant's Rights explores the laws and rules that protect tenants. It also addresses the rights of property owners, so that you can recognize limits when it comes to exercising and protecting your rights.

Disclaimer:

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

Utah Housing Coalition:

230 South 500 West #260
Salt Lake City, UT 84101
Phone: 801-364-0077
Fax: 801-596-2011
Email: Admin@utahhousing.org

On the Web:

www.utahhousing.org
www.utahforeclosureprevention.com
www.facebook.com/UtahHousingCoalition

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Section I - Being a Successful Tenant

Rental housing is an important part of our communities. Rental housing provides great places to live for people who are in all different stages of their lives. Almost everyone will live in rental housing at some point in their life. This section will provide information on successfully living in rental housing .

- What do you need to know about applying for an apartment?
- How should you communicate with your landlord?
- How should you deal with problems?
- What are your responsibilities?



The Application Process

1- Figure out how much you can afford

The rule of thumb is that you should not spend more than **30% of your total monthly income on housing expenses** (including utilities).

****take your total monthly gross before taxes income and multiply by 0.3**; this is the maximum rent you can afford. Don't forget to consider your other expenses such as loans, credit cards, and basic needs when determining what you can afford to pay for rent.

2- Where do you want to live?

When you begin looking for a rental, **make a list of your needs and wants**. How many bedrooms do you need? Do you need laundry facilities? Are pets allowed? Is it close to school or work? You can Find apartments online, by visiting neighborhoods and by referrals from friends and family.

3- Meet the Landlord

- **Be clear about your needs and get all of your questions answered.** Depending on the type of rental, the landlord may be the owner, a property manager, or a leasing agent.
- **Be prepared** to provide information about your job, income, credit, criminal history, previous landlord references, and past rental history.
- Ask about policies concerning rent, roommates, security deposits extra fees and pets.
- Ask about **all fees you are responsible paying** in addition to your monthly rent.
- **Be upfront and honest about ALL issues and be sure to ask the criteria which the application will be considered.**

5- If it doesn't fit, keep looking

Find out if you will meet the criteria for renting.

If you have pets, make sure the property allows them. If you smoke, find out what the property rules are for smoking. Some apartments may not rent to you if you have poor credit, a criminal history, or some other risk factors. It will save you time and money.

Don't fill out an application or sign a lease if the property doesn't fit your needs or if you do not believe you will qualify.

6- Fill out the application.

ONLY if the apartment meets your needs and you believe you are a qualified applicant. Be prepared to pay an application fee, but only do so if you believe you will qualify for the apartment.

Make sure to ask how many people are ahead of you in line for the property.

Rental applications usually ask about the following

- Current and past landlords
- Employers' names and contact information
- References
- Names of people who will reside with you
- Credits authorization and income information

Being a Successful Tenant

Are there types of landlords I should avoid? Yes. Before you enter a lease agreement, you should check the landlord out just like they are checking you out. Ask to talk to a current tenant or even the tenant you are replacing, if possible. Do your research for the property and the area you are considering.

Be sure that the person you are entering the agreement with understands the laws and best practices of being a landlord.

Ensure that all agreements and policies are **IN WRITING** and they conduct themselves professionally.

You should also consider the potential landlord's availability. Does he or she return your calls promptly? Is the landlord local or does he or she have a local representative? Are the rentals unit and common areas well maintained and in good repair? The Utah Apartment Association is a membership group for landlords that promotes fair practices and ethics. You may want to consider asking a prospective landlord if he or she is a member of the Utah Apartment Association or the Good Landlord Program.

Lease agreements

The *lease agreement lays out all the rules, policies and guidelines of the owner.*

The lease agreement may be a lease with a specific time frame or a month-to-month agreement.

This is the governing document from the beginning of the lease until the end of the lease.

REMINDERS:

- Inspect the unit prior to renting OR signing any documentation
- Always document the condition of the rental unit at the beginning AND the end of a rental period using a Move-In and Move-Out Forms
- Read **the ENTIRE** lease agreement **BEFORE** you sign it.

Because the agreement is a contract, you are bound by law to comply with it. **If there is something in the lease that you don't understand, ask for clarification. If there is something you do not like, don't sign it.** It's better to take a loss on the application money you put down than it is to be miserable in your rental or face eviction because you didn't comply with the agreement.

Month-to-month agreement- A month-to-month agreement means that you will live in the unit and pay rent on a monthly basis. The same rules follow as they would in a longer term lease, the termination and expectations for notice are the main differences.

Example: A landlord **must give you 15 written days notice to terminate this type of lease agreement.** In some cases, the agreement will extend the notice to 30 days written before asking you to move. In a month-to-month agreement, **you may also move out after giving the proper written notice** - the lease agreement should specify the number of days notice BOTH parties must provide (if that is different than the standard 15-day notice stated by law).

***Lease-** A lease agreement is a contract that states the length of time you will be renting the unit. This time period is often referred to as a "term." The term can vary from monthly to multiple years. You will pay rent as agreed. If you **MUST** end the lease or move out before the term ends, follow the lease to determine fees and penalties.

Being a Successful Tenant

Renting the Unit: Things to Remember

Read the Lease Agreement

The importance of reading the lease agreement cannot be stressed enough. Most of the problems that come up in landlord-tenant relationships come from the tenant not reading or understanding the terms of the lease agreement. **If you don't understand it, ask questions. If you do not accept the terms, do not sign the agreement. Instead, find a different rental with terms that you can accept and that fit your needs.**

Pay Rent on Time

Failing to pay the rent on time can have serious consequences. Many lease agreements charge fees for late rent payments **AND you can be evicted for failing to pay rent OR fees and costs.**

Always Communicate!

Get a receipt from your landlord each time you pay rent. **NEVER** pay rent with cash, or if you must, be sure to get a receipt. Pay with check, money order or online if allowed.

Always Document Everything

If there is ever a dispute, your documentation of payments, complaints, service orders, arrangements and conversations will **BE VITAL** in your defense against an eviction or collection action. Examples of documents: Written, text messages, e-mails, and video recordings.

Understand your security deposit

Most landlords and leases require a security deposit before you can move in. This is different from the application fee. **Security deposits are refundable or partially refundable.** Although your landlord may use your security deposit to clean, repair damages or to cover expenses incurred by you after you have vacated the property, the landlord must provide you with your deposit **AND /OR** an accounting of how the deposit was used or applied within thirty (30) days from the day you move out.

IT IS THE TENANT'S RESPONSIBILITY to provide your landlord a forwarding address so that he or she can provide this to you. If the landlord does not send this to you, as a tenant you have the right to serve them a notice with your new address that gives them 5 days to send it. (*Form provided in resource section: Tenant's 5-Day Notice to Provide Deposit Deposition*) If they still fail to comply, the tenant can begin a court proceeding against them for your deposit, a civil penalty and potentially attorneys fees and court costs.

Policies and guidelines

The landlord has the right to make reasonable policies about the property. **ALL policies and guidelines are stated either in the lease or within the addendums of the lease agreement.**

For example: You may be required to get preauthorization for guests to stay more than a couple of days.

If you have a guest who overstays the amount of time allowed as specified in the lease agreement, they may be asked to leave the premises, required sign a lease, or you may even face eviction.

Utilities and Service Agreements

Always follow the requirements that are stated in your lease agreement. The agreement will detail what your responsibilities are, what is included in your agreement and what utilities or services are optional. Utility companies often charge connection fees and sometimes charge deposits. Previous accounts with a balance due may prohibit the transfer of the new services if the balance is not paid prior to the new service connection. If you are unable to pay the balance, you should not sign the lease and move in.

Remember to keep the utilities on and fully paid, otherwise you might be evicted for breaking your agreement.

Renter's Insurance? Most lease agreements **REQUIRE** renter's insurance to be compliant. **This protects the landlord, but more importantly, it protects YOU!** If you have car insurance, often times, you can bundle renter's insurance with your monthly premium payment.

Being a Successful Tenant

Creating the Business Relationship

One important aspect of renting that BOTH parties should remember is that the relationship between landlord and tenant is a **contractual business relationship**. *This means that your relationship is governed by the legally binding contract that you have with one another.*



A contractual business relationship is not the same as a friendship. There are many things you might ask of your friends that you would not ask of your landlord. There are ways you might talk, interact or behave in a social, family or intimate setting BUT that would not be appropriate when dealing with your landlord.

The most important things to remember about any business relationship is **respect and professionalism**. When you're dealing with a landlord, you should talk and act with the same attitude that you would use at work or within a public setting.

Being courteous, communicating clearly, maintaining your dignity and keeping your emotions in check will always benefit any situation—especially when dealing within a landlord—tenant business relationship. **The chances of being able to work through problems with a landlord often depend on how you talk and conduct yourself.**

Always Make Sure Your Agreement OR Any changes Are In Writing

Communication

Communication is the key to keeping a good relationship with your landlord.

Here are some tips for good communication:

- Write down your questions and concerns ahead of time.
- Establish and maintain eye contact.
- If you're not sure that you understand, ask questions to clarify.
- Avoid generalized statements, such as “everyone,” “always,” “never,” “every time.”
- Listen. Wait for the person to complete a thought before speaking. Don't interrupt.
- Don't assume they know what you mean. Be specific and clarify the issue and the plan of action.

Make sure you get EVERY compromise or agreement IN WRITING (text, email, etc.) as to the terms, the date and the plan of action.

Communications are VERY difficult to prove without documentation.



Being a Successful Tenant



Dealing with Problems

Problems will likely occur during your stay in your rental. Some problems are small, like noisy neighbors and routine maintenance needs. Others can be large, such as issues of health and safety. It's important to understand your basic rights as a tenant.

Good communication and professionalism are the keys to dealing with problems effectively

Here are some additional guidelines:

- ◆ **Use common sense.**
Be a good neighbor. Don't make too much noise, keep common areas clean, don't let trash pile up outside your unit, take good care of the rental unit, use only your assigned parking space, and try to be friendly and respectful to everyone you encounter.
- ◆ **Call your landlord first.**
If there is a problem in your apartment, the first thing you should do is let your landlord or apartment manager know. Apartments are businesses for landlords, they want to make sure that the units are kept in good condition and will usually respond to requests as quickly as possible. This is true of maintenance and repairs needs as well as issues with neighbors.
- ◆ **Know your neighbors.**
Introduce yourself and get to know them well enough that you feel comfortable around them. This helps to remedy issues in your favor and to help each other if there are issues with the property in whatever manner. **It is always a good idea to build a community within whatever unit you live.**
- ◆ **Be understanding and reasonable.**
Some requests are urgent and some are not. **It's important to understand the difference between a routine maintenance request and an urgent repair need.** Be aware that other tenants may also have maintenance and repair requests that are more urgent than yours. Most apartment communities have a small maintenance staff who simply cannot do everything at once, they generally prioritize requests by urgency rather than the order in which they are received.

GOLDEN RULE

Treat others the way that you want to be treated. Treat neighbors, property managers, utility workers and maintenance staff with respect and decency. Kindness can go a long way when working through a problem.

Resolving Disputes

Even in a good business relationship, there are sometimes disagreements. If talking with or writing to your landlord over a specific issue is not working, you can attempt to enter mediation with the landlord.

Salt Lake Valley or Tooele: Utah Community Action
(Landlord Tenant Mediator) at 801-214-3109.

Summit and Wasatch Counties: Mountain Mediation Center 435-336-0060

Elsewhere in Utah: Utah Dispute Resolution 877-697-7175

Both programs provide free or low cost help

You **MUST** remember that a landlord must agree to resolve disputes through a mediator.



Being a Successful Tenant

Tenant Responsibilities

Your responsibilities as a tenant are spelled out in your lease agreement. **A lease agreement with a professional landlord will explain all of the rules, policies, procedures and responsibilities associated with your rental. That is why it is so important to read and understand it BEFORE signing.** The lease agreement is considered a ‘guide-stone’ and will assist to navigate every part of the business relationship that exists between a tenant and a landlord. Some of the basic responsibilities include:

1- Pay Rent. This seems obvious; however, First and Foremost, **Always Pay Your Rent on Time.** If there is a problem that you think the landlord should take care of, you must *stay current on your rent while working with them to resolve the problem.*

If you think that you will have trouble making the rent or the full rental amount for an upcoming month, **COMMUNICATE as early as possible.** Propose a plan of action for payments and fees, avoid incurring additional legal costs and fees. Ideas could include budgeting options, potential utility assistance, local food pantries, financial counseling services, emergency assistance funds, savings account access, family or church outreach or emergency rental assistance agencies. **The key is to communicate the issue as soon as it becomes obvious or evident that there may be an issue.**

Please see the Resource Section in the back of this Toolkit for further information.

2- Follow the lease agreement. The landlord’s policies are spelled out in your lease agreement. By following these policies and guidelines, you can avoid eviction, and maintain a good relationship with your landlord, take good care of the property so that you and any future tenants will have a nice place to live.

3- File maintenance & repair requests. From time to time, things will break in the rental unit. This can be due to the normal wear and tear of living or negligence. Regardless of the cause, you should help the landlord keep the property in good condition by letting him know when something needs to be repaired or replaced. **You are responsible to make sure your landlord knows about maintenance & repair issues.**

4- Keep the rental unit clean. This is important as much for your health and safety as it is for your landlord’s needs. By keeping a clean and tidy living area, you will be healthier and happier in your rental home. Clean the entire unit on a regular basis. Don’t let clutter get out of control. Keeping the apartment clean will also make moving out easier when the time comes.

5- Report Bed Bugs and Pests. Keeping the unit clean will help you avoid problems with bugs and pests. **If you do have an infestation in the unit, report it to the landlord right away.** Always follow the pest provisions within the lease agreement. Report any pest issue as soon as the problem is discovered, the earlier treatment the better the results for a good and thorough outcome.

6- Notices. If you are moving out, you need to give notice to your landlord or property manager. **Your lease agreement will provide guidelines on how much time you need to give and in what manner that notice MUST be done.** If you **break a lease, there may be fees and additional consequences.** Even if your rental term is up, you need to give notice that you are moving. The lease will list how many days you need to give prior to moving out.

7- Changes or alterations. If you want to change anything while you’re living in the unit, **you must have your landlord’s permission.** Some examples of changes may include adding a new roommate, painting or changing the locks on the doors.

Being a Successful Tenant

Dealing with Emergencies

From time to time, you may have to deal with an emergency in your rental unit. **It's important to recognize the difference between an emergency and a situation that needs to be addressed, but is not an emergency.**

Some examples of emergencies when you need to contact your landlord right away:

- Any electrical problem, especially if there are sparks or fire.
- Any plumbing or water issue.
- Your front door or windows are broken and cannot be locked or secured.

Some examples of urgent but non-emergency situations:

- The dishwasher in your unit is not working properly.
- Your kitchen faucet is leaky.

In these types of situations, the landlord does not need to respond right away, but should respond in a reasonable amount of time.

In some situations, it *may* be more appropriate to call the police first and then contact the landlord.

- You see signs of illegal drug use in a neighboring unit.
- Your neighbors have loud music or other noise and it is escalating and getting out of hand.

When to Call 911:

Calling 911 should be used only by people experiencing emergency situations.

“Emergency Situations” are life-threatening or serious occurrences that necessitate the immediate aid of a police officer, fire fighter or medical personnel.

- **Call the 911 if you or another person needs an ambulance and/or emergency medical assistance.** Emergency medical assistance is needed for people who are injured, such as in a car crash or who have a serious medical condition. A person who is unconscious or unresponsive, uncontrollably bleeding, having a hard time breathing or having chest pain needs an immediate medical response.
- **Call 911 if you see a crime.** Police officers will be sent to the scene.
- **Call 911 if there is a fire.** The Fire Department will be sent to the scene.
- **Call 911 if you notice suspicious behavior,** such as a stranger sneaking into your neighbor's house when he is absent. Call immediately if someone, especially a woman or a child, is being forced into a vehicle.
- **Call 911 if you hear suspicious sounds.** Examples include breaking glass, explosions, gunshots or screams, which can indicate an accident or a crime is occurring.
- **Call 911 in the case of a break-in, unwanted intruder or robbery.**



Being a Successful Tenant

Tenant Safety & Emergency Preparedness

Tips for Staying Safe:

- Keep hallways stairway and around the building clear.
 - Never store items or put trash in these areas.
 - This helps prevent falls, fires and other safety problems.
- Take the trash out often. Trash that piles up can be a health and fire hazard and can attract pests.
- Clean your living areas often to prevent mold, pests and sickness.
- Be careful with potential poisons; including cleaning products and medicines. Follow instructions for safe storage and keep them away from children's reach.
- Do not keep flammable liquids like gasoline and paint thinners in your home.
- Avoid using portable heaters.
- Maintain working batteries in smoke and carbon dioxide alarms.
- Use appliances only as they are intended.
- Do not let children use appliances without adult supervision.
- Be careful with electrical cords. Replace cracked or frayed cords right away. Keep cords out of walkways, avoid using extension cords and always use surge protectors.
- Alert your landlord if you suspect plumbing leaks or electrical problems.
- Do not smoke indoors. Keep lighters and matches away from children.
- Keep outside doors and windows locked and don't leave spare keys on the premises.
- Don't allow drug use in your home. Report suspected drug use to the landlord or property manager.

Preparing for Emergencies:

It is important to make sure that the entire family is prepared and informed in the event of a disaster or emergency. You may not always be together when these events take place and should have plans for making sure you are able to contact and find one another.

The **American Red Cross** 801-323-7000 has an emergency preparedness checklist which includes:

- Know which disasters are most likely to occur where you live.
- Have a family disaster plan and practice it.
- Have an emergency preparedness kit.

Be Ready Utah

Division of Emergency Management
PO Box 141710
1110 State Office Building
Salt Lake City, Utah 84114-1710
Phone: 801.538.3400
Email: bereadyutah@utah.gov
www.utah.gov/beready/index.html

“Be Ready Utah” is the state’s official emergency preparedness campaign managed by the Utah Department of Public Safety’s Division of Emergency Management (DEM)



Section II - Tenant's Rights

As a tenant in the state of Utah you have certain rights. Among your rights, is the right to fair housing under the **Federal Fair Housing Act** and also the right to peaceful enjoyment and habitable living conditions under the **Utah Fit Premises Act**. You have certain rights in the eviction process and your landlord also has certain rights as a property owner.

The Right to Fair Housing

The **Federal Fair Housing Act** provides protection against housing discrimination based on any of the following:

- **Race**
- **National Origin**
- **Color**
- **Sex**
- **Family Status (families with children under 18)**
- **Religion**
- **Disability**



The Utah Fair Housing Act also protects individuals from discrimination on source of income, sexual orientation and gender identity. In the state of Utah, you have the right to select housing regardless of your source of income (for example, if you receive state, local, or federal government housing vouchers).

This means that families receiving subsidies **such as welfare, food stamps or housing vouchers cannot be denied housing solely because they receive such assistance.** However, tenants can still be denied based on amount or stability of income and you may have to provide proof that you are actually receiving it. Victims of discrimination may use the State and Federal Fair Housing Acts to resolve problems and disputes.

What is Housing Discrimination?

Housing discrimination doesn't always mean having a door slammed in your face or a bigoted remark directed at you. It could be something as simple as being politely turned away from the housing of their choice, even though they qualified. **The following are some examples of possible discrimination:**

- A woman with a disability who uses an assistance animal was refused a rental unit in an apartment with a "no pets" policy, or the landlord called her doctor to dispute her need for the animal.
- A mom with two kids asks about a rental unit, but is told that that complex is too quiet for families and she should look elsewhere.
- A young family is denied the chance to use their Section 8 voucher at an apartment they want to rent, they are told the landlord "doesn't accept housing."
- A Hispanic man is told that an apartment is no longer available but then a white man is told the apartment is still available.
- A man with a disability that receives social security is told that he cannot rent an apartment without any income.
- Two African American men without any lease violations were evicted by a landlord who terminated their leases and immediately leased the unit to white tenants.

Tenant's Rights

How do I know if my problem is covered by the Fair Housing Act? Are there exceptions?

The Fair Housing Act covers MOST housing. However, some very small landlords that do not use professional services are exempt. These small landlords not covered by the Act include owner-occupied buildings with no more than four rental units and single-family homes, where the landlord is not a corporate entity and does not use a broker or property management service.

Based on your protected class status, the Fair Housing Act says it may be against the law for a landlord to:

- Refuse to sell or rent you housing.
- Set different terms, conditions, or privileges when it comes to the sale or rental of a dwelling.
- Tell you housing is not available, when in reality it is.
- Only show you apartments in certain neighborhoods.
- Provide you different housing services or facilities.
- Advertise housing property only available to certain groups of people.
- Refuse to let you make reasonable modifications to your dwelling or common use areas if it is necessary for you to be able to use and enjoy your housing. These modifications are usually at your expense.
- Refuse to make reasonable accommodations in policies, practices, rules, or services if it is necessary for you to use the housing on an equal level as people who do not have a disability.
- Intimidate, harass, coerce, or interfere with someone exercising or assisting you with your fair housing rights.

Anyone who believes that they have been the victim of housing discrimination should call the Fair Housing Program at the Disability Law Center for free legal information. 801-363-1347

This program is open to members of any of the protected classes (race, color, religion, national origin, sex, family status, disability, source of income, sexual orientation, or gender identity). The Fair Housing Program provides free legal advice and legal representation (in Court, with the Housing Urban Development (HUD) and the Utah Antidiscrimination & Labor Division (UALD)), which includes mediation, representation in a fair housing complaint, and referrals where appropriate.

Disability Law Center

205 North 400 West
SLC, UT 84103
801-363-1347

Toll free: 800-662-9080

Email: fairhousing@disabilitylawcenter.org

www.disabilitylawcenter.org



Tenant's Rights

Utah Antidiscrimination & Labor Division

Retaliation:

State and Federal law prohibits housing providers from retaliating against individuals for filing a fair housing complaint. The UALD fully investigates all allegations of retaliation against those that have exercised their fair housing rights or assisted others in doing so.

Filing Deadlines:

To file a claim under Utah law with the UALD, you must file your claim within 180 days of the alleged discrimination. To file under federal law with the U.S. Department of Housing & Urban Development (HUD), you must file your claim within one year. The UALD can give the HUD form to you. All complaints filed with the UALD are also considered filed with HUD.

To file through the court system, you must file within two years of the alleged discrimination and you will need to hire your own private attorney. You may not pursue a private court action at the same time as you have a complaint filed with the UALD and/or HUD. The goal of the UALD is to resolve charges of housing discrimination as quickly as possible. They use mediation techniques to bring cases to a successful conclusion, saving time and money for both parties.

The Federal Fair Housing Act states that you have the right to file a complaint. The Fair Housing Program can help you through this process.

If you want to file a complaint on your own, you can contact the Utah Antidiscrimination and Labor Division **(800-222-1238)** or an online questionnaire at: <https://laborcommission.utah.gov/forms/housingforms.html> In addition, you can contact the U.S. Department of Housing and Urban Development **(800-669-9777)**

Utah Antidiscrimination & Labor Division

160 East 300 South, 3rd Floor

P.O. Box 146600

SLC, UT 84114-6600

801-530-6800

Toll Free: 800-222-1238

Email: discrimination@utah.gov

Business Hours: M-F 8am - 5pm



Tenant's Rights

The Utah Fit Premises Act: The Right to Habitable Living Conditions

All renters in the state of Utah have the right to “habitable” living conditions. These are defined in state law under the Utah Fit Premises Act.

Don't assume that a landlord knows about a needed repair just because it was there when you moved in.

Most landlords recognize that their rental units are businesses and want to protect their assets by taking good care of their properties. Oftentimes, a simple maintenance request will address needed repairs. You should always notify your landlord in writing (per law all requests must be in writing) AND per the instructions of your lease agreement of needed repairs as soon as you notice that something is broken or not working properly.

There are seven specific problem areas that renters can address using the Utah Fit Premises Act. The landlord must begin corrective action on these issues within 3 days of your written request:

- | | |
|-------------------------------------|--|
| 1- Unsafe or Unsanitary Conditions. | 5- Deficiency in Hot & Cold Water. |
| 2- Deficient Electrical Systems. | 6- Unmaintained or Malfunctioning
Air Conditioning Systems. |
| 3- Deficient Heating. | 7- Unsafe or Unsanitary Common Areas. |
| 4- Deficient Plumbing Conditions. | |

If a landlord does not pay attention to a repair request, tenants can use the Utah Fit Premises Act to formally request the needed repairs or to legally vacate the unit if it is not habitable under these conditions.

In addition, tenants whose lease agreements specifically address particular appliances and facilities are protected under the Utah Fit Premises Act, if those listed appliances and /or facilities were working and/or accessible at the time that you moved in. If your lease agreement specifically names appliances or facilities and they are not in working condition, you can use the Utah Fit Premises Act to notify your landlord of needed repairs. In these cases, **the corrective period for the landlord is 10 days.**

The Utah Fit Premises Act outlines the proper way to notify the landlord of a deficient rental condition.

You must be current on your rent and any other fees when you make a request for conditions to be addressed through the Utah Fit Premises Act.

Tenants who wish to file a formal request using the Utah Fit Premises Act can use the **Notice of Deficient Conditions form** (*Form provided in resource section: Notice of Deficient Conditions*) which was provided by Utah Legal Services. If you need additional help, you can contact Utah Legal Services with specific questions.

Even if you believe the conditions in your rental unit are deficient, YOU MUST continue to pay your rent. You can be evicted for nonpayment of rent, even if your unit is not considered habitable.

NOTE: Always try to first use the remedies provided in the lease. If that doesn't work, you can use the Utah Fit Premises Act. Always research the law and completely fill out ALL forms and deliver properly.

Tenants can obtain additional help by contacting their local Health Department for assistance with habitability issues in a rental unit.

Tenant's Rights

The Utah Fit Premises Act: The Right to Peaceful Enjoyment

One of the most common misunderstandings in a landlord-tenant business relationship is about a landlord's right to enter a rental unit and a renter's right to peacefully enjoy the unit.

Every renter in the state of Utah has the right to peaceful enjoyment as outlined in the Utah Fit Premises Act. This means that they can reasonably expect that their privacy will be respected in their homes.

When can my landlord enter my rental unit?



Except in limited circumstances, your landlord, the property manager and the maintenance staff cannot enter your apartment without first notifying you. It is important to understand when and how a landlord can enter your rental unit. **EVERY lease agreement will outline the time frames that need to be given for entry into the rental dwelling—always abide by the lease terms as the standard.**

The landlord **must** give 24 hours notice before entering your rental unit unless your lease agreement states otherwise. Even if a tenant is behind on rent, the landlord cannot enter the rental unit without notice. Owners and renters can negotiate different notice timelines in a lease agreement but any changes need to be agreed by both parties and documented.

Exceptions:

- In cases of emergency, your landlord can enter your rental unit without notice. Emergencies include situations like fire, sewer or plumbing issues, electrical problems, etc.
- Tenants may call 911 to report any intrusion by the landlord, management, or maintenance staff. Check your lease for specific notice requirements before making a police call.

What if I refuse to allow the landlord into my unit after they give 24 hour notice?

The law requires that you allow reasonable access to the unit to the landlord. If you refuse you may be evicted.

Tenant's Rights

The Eviction Process

Most tenancies will end when renters give notice of their intent to move as outlined in their lease agreement. However, tenancy can end in eviction. **Eviction is a process that legally ends your tenancy in a rental unit.**



A landlord can evict a tenant for a number of **reasons, including illegal activities, nonpayment of rent or violation of the terms of the lease agreement.** A landlord cannot begin an eviction lawsuit in court without first giving you written notice of your eviction.

In Utah, a landlord must **provide a WRITTEN notice before beginning eviction proceedings with the court.**

These notices most often direct the tenant to pay overdue rent or to stop violating terms of the lease agreement. **Types of written eviction notices include:**

- **3 day notice to pay or vacate**
- **3 day notice to comply with lease or vacate**
- **3 day notice to vacate for nuisance**
- **5 day notice to vacate to tenant at will**
- **15 day notice to vacate (notice to vacate by end of lease)**

If the tenant has NOT vacated before the notice period ends (also known as the “cure” period), the landlord can file an eviction lawsuit against the tenant in court. If the tenant has no defense to the eviction and has NOT vacated the premise, the tenant is said to be “unlawfully detaining” the rental unit.

How can I avoid eviction?

The best way to avoid eviction is to **pay rent on time and follow the terms of the lease agreement.**

Do not conduct illegal activities or allow others to break the law in your rental unit. You should also maintain a good business relationship with your landlord or property manager so if you do have problems with rent payments or complying with the lease, they will be more likely to work with you.

What should I do if I get an eviction notice?

Contact your landlord immediately. If you owe rent but can pay it soon, you can ask the landlord to agree to a written repayment plan. Be aware that the landlord does not have to agree to a repayment plan. If the issue is a different type of violation, make sure you clearly understand what the issue is so you can address it.

DON'T WAIT!!!! Get legal help as soon as possible and **COMMUNICATE** with your landlord, owner or property manager to determine what options may be available.

You can also call 2-1-1, the information and referral service. Some social service agencies have limited funds to provide rental assistance in some cases. **If you want to try mediation with your landlord,** you can contact Utah Community Action's Landlord Tenant Mediation Program at 801-214-3109, Utah Dispute Resolution at 877-697-7175, or Mountain Median Center (Park City, Summit and Wasatch Counties) at 435-336-0060.

Tenant's Rights

What if I don't understand why I am being evicted?

Utah court proceedings require landlords to provide tenants with a clear and concise explanation of why they are being evicted before heading to court. You should talk to your landlord as soon as you get a notice to find out what the problem is and how you might be able to fix it.

If you have no good defense to eviction, you will have to move out. You can try to negotiate with the landlord by agreeing to move out on a certain date in the very near future (such as one week) in exchange for the landlord not filing an eviction action against you through the court.

The landlord does NOT have to agree to negotiate with you and AFTER the initial notice period, does NOT have to accept monies toward the rental amount. The landlord also does NOT have to accept partial rental amounts during the cure period but can choose to do so if they choose to work with you and your lease agreement.

There may be legal consequences if you stay longer than the notice to vacate time-period.

What if I move out during the notice period?

The **landlord cannot file an eviction lawsuit** against you if you have already moved out.

The **landlord can still file a collection action against you for unpaid rent and damage** to the property. Such an debt collection action which can result in garnishment of your wages if it is not paid. In addition, if you are If you are served with a Summons and Complaint for a debt collection matter, you **MUST** respond to the court or you could still face a default judgment in this action as well.

Always Respond to Any Court Notice

WARNING



If you are served with a Summons and Complaint for eviction, there is very little time to respond (usually only 3 days)

If you get a Summons and Complaint and do NOT respond to the court, a judgment will be entered against you “by default”. This means you will be evicted AND a judgement will be entered and you will be ordered to pay the money asked for in the Complaint filed against you.

If you are in a low-income household, a subsidized rental property, a mobile home park tenant, a senior citizen or the victim of domestic violence, please utilize the listings in the back of this Toolkit under Legal Resources to assist you.

Tenant's Rights

How will an eviction lawsuit affect me?

Once an eviction action is filed, it is a permanent record. Landlords often do background checks when someone fills out an application to be a tenant. Some landlords will not rent to people against whom an eviction action has been filed, even when the defendant wins or the case is dropped. Some **employers also take evictions on a background check into consideration in the hiring process.**

If the judge determines that the tenant stayed in the property without a legally valid reason after the notice period then the landlord **can be awarded damages for each day the tenant stays, 3-months rent as well as attorney fees, court costs, all the unpaid rent, and late fees.**

Court judgments negatively affect your credit score. If the landlord gets a monetary judgment, the landlord **can garnish wages or take non-exempt property and sell it to help pay off the judgment.**

Need more information?

Visit www.utcourts.gov/selfhelp and click on the “housing” link.

You can find helpful links to:

- Respond to an eviction case
- Demand a return of your security deposit
- Request repairs to your unit
- And more

Need help from a human being? Contact the Utah State Courts' Self-Help Center:

Email selfhelp@utcourts.gov

Text 801-742-1898

Call 888-683-0009.

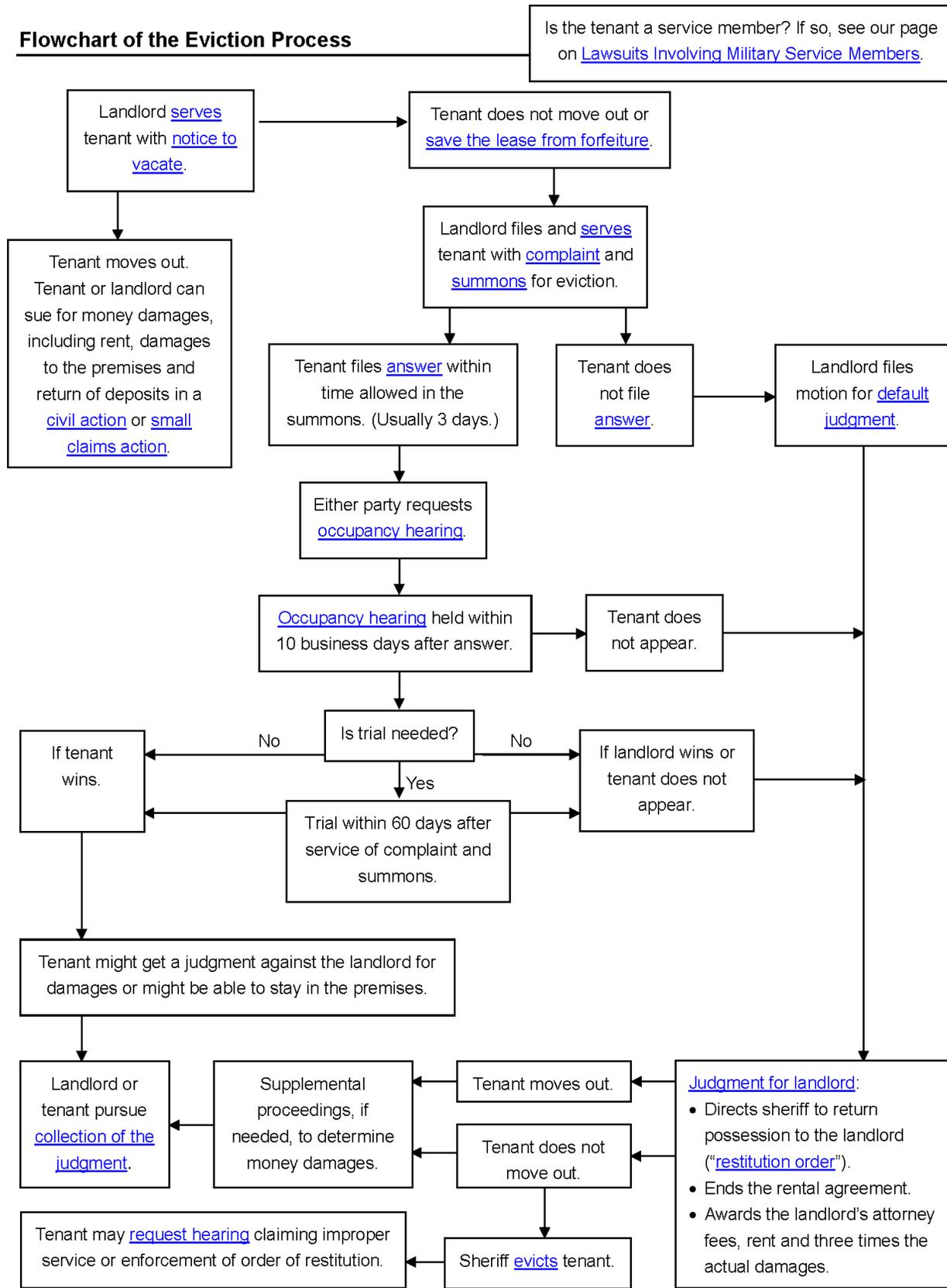
The Self-Help Center is a **free service** of the Utah State Courts

Open:

Monday to Friday, 11:00 a.m. to 5:00 p.m.

Staff can give legal information and connect you to other resources.

Flowchart of the Eviction Process



Revised May 2017

Tenant's Rights

Abandonment

If tenant abandons their apartment the owner may retake and rent at a fair rental value

The tenant is liable:

- For the entire rent due for the remainder of the term; plus their portion of the rent for that month, fees accrued to rent apartment, cost to restore property back to the condition it was originally rented minus wear & tear.
- For rent accrued during the period necessary to re-rent the premises at a fair rental value.

If tenant abandoned the apartment and left personal property:

The owner shall:

- Post a notice & send by first class mail to last known property that the apartment is considered abandoned.

The owner is entitled to:

- Remove the property from the dwelling, store it for 15 days from the date of the notice, and recover actual moving and storage costs from the tenant.

The tenant can:

- Recover ID and legal documents, all medically needed items and clothing from storage without paying within 5 calendar days.

The tenant must:

- Make payment of all costs of inventory, moving, and storage to the owner.
- Retrieve the property within 15 calendar days from the date of the notice.

An owner must:

- Give an extension for up to 15 calendar days, beyond the 15 calendar day limit to recover their property, if a tenant provides:
 - ◆ Copy of a police report or protection order for situations of domestic violence.
 - ◆ Verification of an extended hospitalization from a verified medical provider.
 - ◆ Death certificate obituary for a tenant's death, provided by an immediate family member.
 - ◆ Or no court hearing on the property is pending.

If the tenant has made no reasonable effort to recover the property

The owner is entitled to:

- Not store certain abandoned personal property.
- Sell the property at a public sale and apply the proceeds toward any amount the tenant owes.
- Notice of any public sale shall be mailed to the last known address of the tenant at least five calendar days prior to the public sale.
- Donate the property to charity if the donation is a commercially reasonable alternative.

If the tenant is present at the public sale:

- The tenant may specify the order in which the personal property is sold.
 - ◆ The owner may sell only as much personal property necessary to satisfy the amount due.
- Under the lease agreement and statutorily allowed damages, costs, and fees associated with the abandoned items; and any unsold personal property shall be released to the tenant.

If the tenant is not present at the public sale:

- All items may be sold; and
- Any amount over the amount due to the owner shall be paid to the tenant at current known address
- If not known, any surplus shall be disposed of in accordance with, Unclaimed Property Act

**For a more detailed list of services
visit www.uw.org/211 or dial 2-1-1**

General

2-1-1 Information & Referral

Child care

Child Care Resources & Referral	801-355-4847
Family Support Center	801-487-7778
Salt Lake CAP Head Start	801-977-1122
Utah Afterschool Network	801-359-2722
Utah Head Start Collaboration Office	801-526-9265

Disabilities

7-1-1 Relay Utah	Dial 7-1-1 for Relay Services
Access Utah Network	801-533-4636
Disability Law Center	801-363-1347
Utah Division of Services for People with Disabilities	801-538-4200
Utah Independent Living Center	801-466-5565
Utah State Office of Rehabilitation	801-526-9675

Domestic Violence

Domestic Violence Information Line	800-897-5465
National Domestic Violence Hotline	800-799-7233
Utah Domestic Violence Council	801-521-5544
South Valley Services (24-hour helpline)	801-255-1095—text help 385-266-6208
YCC Family Crisis Center (Ogden)	801-394-9456
YWCA Shelter	801-537-8600

Emergencies & Disaster Relief

American Red Cross – Utah Region	801-323-7000
Emergency Services	Dial 9-1-1 for Emergency Response
Lutheran Social Service of Utah	801-588-0139
Utah Poison Control Center	800-222-1222

Employment

Job Corps Clearfield Center	801-774-4000
Job Corps Ogden Center	801-479-9806
LDS Employment Resource Services	801-240-7240
Utah Department of Workforce Services	888-920-9675

Food Assistance

Crossroads Urban Center	801-364-7765
LDS Church Welfare Square	801-240-7320
Utah Department of Workforce Services, <i>Food Stamps/SNAP</i>	866-435-7414
Utah Food Bank	801-978-2452
Utahns Against Hunger	800-453-3663

Household Items & Clothing Assistance

Catholic Community Services	801-977-9119
Crossroad Urban Center	801-364-7765
Deseret Industries	deseretindustries.lds.org
Habitat for Humanity ReStore	801-263-0136 x1
The Salvation Army	801-988-4204

Health Care & Mental Health

Children’s Health Insurance Program (CHIP)	877-543-7669
Family Dental Plan	801-715-3400
Health Clinics of Utah	801-715-3500
Medicaid	800-662-9651
National Alliance on Mental Illness – Utah	801-323-9900
Planned Parenthood	800-230-7526
Salt Lake Donated Dental Services	801-983-0345
Salt Lake Valley Health Department	385-468-4225
Utah Partners for Health	801-250-9638 x133
VA Medical Center (Veterans’ Affairs)	801-582-1565
Valley Mental Health	888-949-4864

Homelessness

Utah Community Action	801-359-2444
Homeless Resource Centers Information Line (information for all centers)	801-990-9999
Family Promise of Salt Lake	801-961-8622
Salt Lake City Rescue Mission	801-355-1302
St. Anne’s Center	801-621-5036
St. Vincent de Paul Resource Center (Weigand Center)	801-363-7710 x1418
The Road Home	801-359-4142
Volunteers of America – Utah	801-363-9414
YCC Family Crisis Center (Ogden)	801-394-9456

Homeownership & Financial Counseling

AAA Fair Credit Foundation	800-351-4195
Bear River Association of Governments	435-752-7242
Mountainlands Community Housing Trust	435-647-9719
Neighborhood Housing Solutions (Logan)	435-753-1112
NeighborWorks of Provo (Housing Services)	801-375-5820
NeighborWorks of Salt Lake	801-539-1590
Self Help Homes	801-375-2205
Salt Lake Valley Habitat for Humanity	801-263-0136
Weber/Davis Counties Habitat for Humanity	801-475-9821
Six County Association of Governments	435-893-0700
Uintah Basin Association of Governments	435-722-4518
USDA Rural Development – <i>Self Help & Loans Programs</i>	801-524-4321
Utah Housing Corporation	801-902-8200

Minorities, Immigrants & Refugees

Asian Association of Utah	801-467-6060
Center for Multicultural Health	206-461-6910
Centro Civico Mexicano	801-388-0785
Centro de la Familia de Utah	801-521-4473
Comunidades Unidas	801-487-4145
English Skills Learning Center	801-328-5608
Indian Training & Education Center	801-973-6484
Indian Walk-In Center	801-486-4877
International Rescue Committee	801-328-1091
Multicultural Legal Center	801-541-9291
Utah Office of Multicultural Affairs	801-245-7211
Utah Refugee Employment & Community Center	801-412-0577

Housing Authorities in Utah

Beaver Housing Authority	435-438-2935
Housing Authority of Southeastern Utah	435-259-5891
Davis Community Housing Authority	801-451-2587
Cedar City Housing Authority	435-586-8462
Emery County Housing Authority	435-381-2902
Housing Authority of Carbon County	435-637-5170
Housing Authority of Salt Lake City	801-487-2161
Housing Authority of the City of Ogden	801-627-5851
Housing Connect (fka Housing Authority of Salt Lake County)	801-284-4420
Millard County Housing Authority	435-864-1400
Myton City/Uintah Basin Housing Authority—Roosevelt	435-722-3952
Myton City/Uintah Basin Housing Authority—Vernal	435-781-4156
Provo City Housing Authority	801-900-5676
Roosevelt City Housing Authority	435-722-5858
St. George Housing Authority	435-628-3648
Tooele County Housing Authority	435-882-7875
Utah County Housing Authority	801-373-8333 x108
West Valley City Housing Authority	801-963-3320

Association of Governments

Bear River Association of Governments	435-752-7242
Five County Association of Governments	435-673-3548
Mountainlands Association of Governments	801-229-3800
Six County Association of Governments	435-896-9222
Southeastern Utah Association of Governments	435-637-5444
Uintah Association of Governments	435-722-4518
Wasatch Front Regional Council	801-363-4250

Housing & Rental Assistance

Utah Community Action (Salt Lake County and Tooele)	801-359-2444
Danville Development	801-565-0700
Community Housing Services	801-328-1081
Catholic Community Service of Utah	801-977-9119
Volunteers of America Utah	801-363-9414
Crossroads Urban Center	801-364-7764
Salt Lake Valley Emergency Fund	801-284-4201
Utah Non-Profit Housing Corporation	801-364-6117

Legal Resources & Alternatives

Disability Law Center	801-363-1347
Multicultural Legal Center	801-468-1183
Park City Mountain Mediation Center	435-336-0060
Utah Community Action—Landlord/Tenant Mediation	801-214-3109
Utah Dispute Resolution	877-697-7175
Utah Labor Commission – <i>Anti-Discrimination & Fair Housing</i>	800-222-1238
Utah Legal Services	801-328-8891
Utah State Bar Association – <i>Attorney Referral</i>	801-531-9077
Non-Profit Legal Services of Utah	385-419-4111
Legal Aid Society of Salt Lake	801-328-8849
And Justice For All	801-924-3182
Utah State Courts Self-Help Center	888-683-0009 or 801-742-1898 text
U.S. Department of Justice, Civil Rights Division	844-380-6178

Seniors

Aging Services Call 2-1-1 for your County Services	
Salt Lake County Aging Services	385-468-3200
AARP of Utah	866-448-3616
Lutheran Social Service of Utah	801-588-0139
Social Security Administration	800-772-1213
Disability Law Center	801-363-1347
Utah Division of Aging & Adult Services	801-538-3910

Senior Housing

Housing Authority Section	
Community Housing Services Inc.	801-328-1050
Danville Development	801-565-0700
Utah Nonprofit Housing Corporation	801-364-6117

Statewide Community Action Programs

Utah Community Action (Salt Lake County and Tooele)	801-359-2444
Bear River Association of Governments	435-752-7242
Community Action Services and Food Bank	801-373-8200
Family Connection Center	801-771-4642
Open Doors—Davis County	801-773-0712
Five County Community Action Partnership	435-673-3548
Ogden-Weber Community Action Partnership	801-791-0456
Six County Association of Governments	435-893-0743
Southeastern Utah Association of Governments	435-637-9232
Uintah Basin Association of Governments	435-722-4518
Community Action Partnership of Utah	801-433-3025
Salt Lake County Community Services	385-468-4880
Arrive UTAH	385-236-5551

LGBT

Utah Pride Center	801-539-8800
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Government Resources

Consumer Financial Protection Bureau	855-411-2372
Utah Attorney General's Office	801-366-0260
Utah Department of Workforce Services, <i>Program Eligibility</i>	866-435-7414
Utah Division of Consumer Protection	801-530-6601
Utah Labor Commission	801-530-6800

Utilities

HEAT Utility Assistance Program	866-205-4357
REACH Utah Utility Assistance	800-328-9272
Rocky Mountain Power	888-221-7070
Dominon Energy (fka Questar Gas)	866-366-4357
Intermountain Gas	800-548-3679

Sexual Harassment is Illegal. Fair Housing is Your Right.

**You should never have to choose between
*your home and being sexually harassed.***

If your landlord, rental manager, or anyone else with control over your housing:



Commented on
your body or looks



Threatened to
evict you unless
you had sex



Touched you
without your
consent



Asked for sexual
favors in exchange
for renting to you



Asked for sexual
photos of you before
making repairs



Talked about sex,
showed you porn,
exposed self

**Even if you said "yes."
Even if you have a criminal history.
Even if you have been evicted.
Even if you were behind on your rent.**

This may be sexual harassment.

Contact the U.S. Department of Justice, Civil Rights Division.
You can reach us by email at fairhousing@usdoj.gov.
You can call us at 1-844-380-6178. TTY: 202-305-1882



Need Legal Help?

Start Here!

www.utcourts.gov/selfhelp

Find information about:

-  Divorce, Custody and Child Support
-  Protection from Abuse
-  Eviction
-  Debt Collection
-  Guardianship
-  Expungements



This is a free service
of the Utah State Courts

Ensuring justice for all

Revised January 2019

¿Buscando ayuda legal?

¡Empieza aquí!

<https://www.utcourts.gov/selfhelp/index-sp.php>

Encuentra información sobre:

-  Divorcio, Custodia y Manutención de menores
-  Protección contra el maltrato
-  Desalojo
-  Cobro de deudas
-  Tutela
-  Expurgación de antecedentes penales



Esto es un servicio gratis
de los Tribunales de Utah

Asegurando justicia para todos

Revised January 2019

ELIGIBILITY & MORE

ADULT EDUCATION

Applications accepted year-round, enrollment varies by program. Income eligibility at or below 125% of Federal Poverty Guidelines.



- *GED*: open enrollment
- *ESL*: open enrollment, childcare provided
- *Saute*: 12-week program, enrollment 3x per year
- *CDA*: 10-month program, enrollment 2x per year
- *Post-Secondary*: enrollment dependent on courses desired, connections completed year-round

HEAD START PRESCHOOL

Accepting applications year-round. Income eligibility at or below 100% of Federal Poverty Guidelines.



- Children ages 0-5
- Items needed for registration:
 1. *Verification of child's age*
 2. *Income verification (current or previous calendar year)*
 3. *Proof of address*
 4. *Child's immunization record*

ENROLL ONLINE: www.utahca.org/head-start

NUTRITION

Food & Resource Centers

Emergency food boxes - Income eligibility at or below 125% of Federal Poverty Guidelines.



- ID for all household members
- Proof of address (e.g., utility bill)
- Proof of income for all adults (e.g. pay stub)

Cafes

Breakfast and lunch open to the public

- *Breakfast*: \$5.00 for all
- *Lunch*: Seniors: Suggested donation
Public: \$7.50



CASE MANAGEMENT & HOUSING

Eligibility varies, call for a phone assessment.

Housing Payments



- Services: deposit and emergency rental assistance, and case management
- After a phone assessment, an in-person intake interview is required to assess eligibility

Landlord Mediation



- Services: mediating evictions, working with landlords to develop a payment plan, establishing a move out schedule, and addressing eviction records

HEAT

Utility and crisis assistance. Income eligibility at or below 150% of Federal Poverty Guidelines.



Winter Assistance: Nov 1 - Apr 30

- Eligible once per season
- Must have at least one U.S. citizen or qualified non-citizen in the home

Year-Round Crisis Intervention

- Shut-off notice required
- Call to determine eligibility

WEATHERIZATION

Energy efficiency program. Income eligibility at or below 200% of the Federal Poverty Guidelines.



- Priority given to elderly, disabled and first-time applicants, or households with children under age 6.
- Home owners and renters can apply (homes, mobile homes and apartments with less than 5 units are eligible)

2019 INCOME GUIDELINES BY PROGRAM

Updated January 2019.

Family Size	Adult Education	Head Start	Nutrition	Case Management & Housing	HEAT	Weatherization
1	\$15,613	\$12,490	\$15,613		\$18,735	\$24,980
2	\$21,138	\$16,910	\$21,138	Eligibility varies, call for a phone assessment.	\$25,365	\$33,820
3	\$26,663	\$21,330	\$26,663		\$31,995	\$42,660
4	\$32,188	\$25,750	\$32,188		\$38,625	\$51,500
5	\$37,713	\$30,170	\$37,713		\$45,255	\$60,340
6	\$43,238	\$34,590	\$43,238		\$51,885	\$69,180

TENANT'S NOTICE TO PROVIDE DEPOSIT DISPOSITION

TO: _____

(Owner or Community Name)

RE: _____

(Leased Address)

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

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

Tenant's Name(s) _____

Mailing Address _____ City _____ State _____ Zip _____

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

Dated this day ____ of _____, 20____.

Tenant

Tenant Telephone (____) _____ - _____

Return of Service

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

Delivering the notice to the Owner or its agent personally at the address provided in the lease agreement or to the registered agent; or

Mailing the notice by registered or certified mail addressed to the Owner or its agent at the address provided in the lease agreement or to its registered agent; or

After finding no suitable person to serve, posting the notice at a conspicuous place at the address provided in the lease agreement.

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

Address _____ City _____ State _____ Zip _____

Signature of Server

Self-authentication Declaration

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

So Executed on this ____ day of _____, 20____.

Signature of Server

NOTICE OF DEFICIENT CONDITION{S}

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

Name and address of owner/agent: _____	Tenant name and rental address: _____
_____	_____

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 <small>(References are to Utah Fit Premises Act sections)</small>	CORRECTIVE PERIOD	SELECTED REMEDY IF OWNER FAILS TO TAKE SUBSTANTIAL ACTION
0	§3(1) and §4(1){a): Rented premises are unsafe and/or unsanitary for the following reason(s): _____ _____ _____	3 (three) calendar days	<input type="radio"/> Rent abatement <input type="radio"/> Repair and deduct
	§3(1) and §4(1)(b)(ii): Electrical system is deficient because: _____ _____		
	§3(1) and §4(1)(b)(ii): Heating is deficient because: _____ _____		
	§3(1) and §4(1)(b)(ii): Plumbing is deficient because: _____ _____		
	§3(1) and §4(1)(b)(ii): Hot and/or cold water is deficient because: _____ _____		
0	§4(1){b)(iii): Air conditioning system is deficient because: _____ _____	3 (three) calendar days	<input type="radio"/> Rent abatement <input type="radio"/> Repair and deduct
	§4(1){b)(i): Common areas of the rental unit are unsafe and/or unsanitary for the following reason(s): _____ _____		

0	§4(1)(b)(iv): The following appliances and facilities specifically contracted in the rental agreement are deficient for the reason(s) stated below:	10 (ten) 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: = 2=0 _

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:

- No rent is due beginning on the date this Notice was given to the Owner, and
- @ The rental agreement is terminated, and
- @ 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
- 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:

- The Tenant may correct the deficient condition described in this Notice, and
- @ 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
- @ 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.

Guiding Principles of Renting in Utah

- Always Pay Your Rent
- No, Seriously, Always Pay Your Rent
- Do Everything In Accordance with Your Lease
- If it's Not in Writing, It Didn't Happen
- Landlord Lock-Outs Are Never Allowed, Lawful Eviction Requires Court Papers
- If You Are Month-to-Month Tenant, Your Rights to Continue Occupying The Apartment is Severely Limited
- When Vacating an Apartment, Make Sure the Landlord Has A Mailing Address for You
- Disability, Advanced Age, and Extreme Poverty Are Not Defense for Eviction
- If You Receive Court Papers and File an Answer, Always Attend the Court Hearing

Remember: Always Pay Your Rent

Source: Utah Legal Services

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Utah Housing Coalition
230 South 500 West #216
Salt Lake City, UT
84101

Phone: 801-364-0077

www.utahhousing.org
Admin@utahhousing.org



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