

Landlord-Tenant

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Background Information

This section discusses the rights, responsibilities and courses of action available for both landlords and tenants. For additional information and resources, read below or explore our [Online Court Assistance Program](#), which allows landlords to initiate an eviction and tenants to respond to an eviction.

Index of Landlord/Tenant Resources

[How-To: Overview of the Eviction Process](#),

[How To: Evict a Tenant](#),

[How-To: Respond to an Eviction](#)

Frequently Asked Questions for Landlords

[What are my rights as a landlord?](#)

[What are my responsibilities as a landlord?](#)

[When must I return a deposit?](#)

[For what repairs am I responsible?](#)

[Should I accept partial rent payments?](#)

[Does renting property change my rights to access that property?](#)

[What constitutes abandonment of a rental property?](#)

Frequently Asked Questions for Tenants

[What are my rights as a tenant?](#)

[What are my responsibilities as a tenant?](#)

[How do I break my lease?](#)

[I received an "Owner's Possession Bond." What are my options?](#)

[What if my landlord does not return my deposit?](#)

[For what repairs am I responsible?](#)

[Are special considerations given for tenants in mobile homes?](#)

[Are special considerations given for tenants who receive subsidized housing?](#)

General Frequently Asked Questions

[What are Utah's laws about discrimination in renting and leasing?](#)

[Are oral agreements enforceable?](#)

[How can I settle my differences out of court?](#)

[What are the different types of eviction notices?](#)

Additional Resources

How-To Section


An Overview of the Eviction Process

To recover possession of real property, a landlord must proceed according to Title 78, Chapter 36, of the Utah Code.

1. First, the landlord must actually end the tenancy, by delivering to the tenant a "Notice to Quit." This notice must be given before filing an eviction case. Any defects in the notice may cause dismissal of the case, requiring the landlord to begin the process again. The type of "Notice to Quit" and how much notice (time) is required is determined by the tenant's status (i.e., a tenant at will or a tenant under lease). Regardless of the type of tenancy, though, the law requires the use of a summary process action to evict. However, the requirements for a "Notice to Quit" can vary widely depending upon how the person came to reside or remain at the property.
2. After the "Notice to Quit" time has expired, the landlord then completes the Summons and Complaint for "Unlawful Detainer" (eviction). The Complaint is filed in the district court (court of general jurisdiction for Utah). The Summons and Complaint must be served on the tenant by a constable, deputy sheriff, or a person over the age of 18 years who is not a party to the action.
3. After being served with the Summons and Complaint, the tenant must file with the court an "Answer" within the time listed in the Summons. The Answer allows the tenant to explain to the court and the landlord why he or she should not be evicted, defenses against the court action, and any claims against the landlord. If the Answer is not filed on time, the landlord may ask for a default judgment and "Order of Restitution" against the

tenant. The "Order of Restitution" directs the sheriff or constable to forcefully evict the tenant. If the tenant files a timely Answer, the case will proceed as a civil case under the Utah Rules of Civil Procedure (discovery, trial, etc.)

4. After the complaint has been filed, the landlord may move the case along more quickly by filing with the court an "Owner's Possession Bond," and serving notice upon the tenant. This is usually done when the tenant has answered the Complaint, eliminating the possibility of a default judgment. The Owner's Possession Bond must be approved by the court in an amount equal to the probable amount of costs of suit and actual damages to the tenant if the eviction action was brought improperly.


 [Return to Top](#)

How Do I Evict a Tenant?

The eviction process in Utah is a four-step process.

1. The landlord must serve an eviction notice.
2. If the notice is not obeyed, the landlord must file a court action, which allows the tenant to present defenses in court.
3. If the judge rules for the landlord, the judge will enter an order for the tenant's eviction by a sheriff.
4. A landlord must follow the law closely in order to evict a tenant. A notice must say exactly the right thing, and must be served on the tenant in the right way. If the landlord makes a mistake, a tenant may be able to get the case dismissed.

You may complete the documents required to initiate an eviction by using the [Online Court Assistance Program](#). [Click here to begin.](#)

 [Return to Top](#)

How Do I Respond to an Eviction?

If your landlord tries to evict you for a good reason, the fact that you have a baby, are pregnant, just lost your job, or have nowhere to go will not prevent a judge from evicting you. Also, if you stay after receiving an eviction notice, you could be liable for three times the daily rent for the days you stay there after the notice expires. Here are some general tips:

- An eviction begins with the service of a summons and complaint. The summons notifies tenants that they are being sued and that, to protect their rights, they should "answer" (reply) within a specified period. The complaint explains the lawsuit and tells the landlord's side of the story.
- You may wish to contact a lawyer in order to answer the summons. If you do not answer the summons, you will lose the right to explain your version of events, and a judge may issue a default judgment in favor of the landlord.
- If you must prepare the answer yourself, respond paragraph by paragraph to each statement in the complaint, saying whether or not you agree with it. Next, make two copies of your answer. Give the original to the court at the address listed at the top of the complaint, send a copy to the landlord or the landlord's attorney, and keep a copy for yourself.

You may complete the documents required to respond to an eviction by using the Online Court Assistance Program. [Click here to begin.](#)

 [Return to Top](#)

Frequently Asked Questions for Landlords

What are my rights as a landlord?

- As a landlord, you should receive full payment of the rent on time, so long as rental property is in good condition.
- Tenants should let you know when they are leaving town for an extended period of time.
- Tenants should request repairs in a timely manner and in writing.
- Tenants must abide by all terms of the signed lease.
- Tenant's must provide 15 days written notice before moving, unless the lease specifies another notice period.

What are my responsibilities as a landlord?

- Comply with all health and building codes that apply to the rental property.
- Make requested repairs promptly.
- Maintain peace and quiet. Ensure that tenants can live on the property in peace, without unreasonable

- disturbances from you or other tenants.
- Give fifteen days written notice of any changes in a month-to-month agreement, such as rent increases.
- Abide by the lease agreement.
- If an eviction is necessary, follow the legal eviction process.

When must I return a deposit and when may I keep it?

Under Utah law, a landlord must return a tenant's deposit within thirty days after the tenancy ends, or within fifteen days after the landlord's receipt of the tenant's new address, whichever is later. If you keep a tenant's deposit, you must detail all your expenses allowed by law or under the lease, deduct them from the deposit, and then refund the difference to the tenant. Landlords may keep a deposit to compensate for unpaid rent, damages beyond reasonable wear and tear, cleaning, and other costs provided for in the rental contract.

For what repairs am I responsible?

Landlords are generally responsible for maintaining common areas such as hallways or grounds. They should also handle repairs for all large maintenance or structural problems, such as old plumbing systems. Additionally, if an item needed repair before a tenant moved in, the landlord is responsible for fixing it, unless the tenant accepts the premises with the problems.

Landlord responsibilities are defined in more detail in local ordinances and codes available from your local government. Many ordinances specify time periods within which certain repairs must be made. The ordinances may also allow tenants to pay for repairs themselves, and deduct that cost from the rent. This can only be done after written notice is given to the landlord, asking for the repairs, and a specified amount of time passes without the repairs being made.

Should I accept partial rent payments or payments after notice is served?

Normally, you can accept partial rent payments if you wish, and then serve a nonpayment notice for the rest of the rent, or agree with the tenant as to when the remaining rent will be paid. Be cautious, however, about accepting partial payments after you serve a nonpayment notice. You must, of course, accept payment of the full amount due, but if you accept a partial amount of rent, you should then serve a new eviction notice before proceeding with an eviction.

Does renting a property change my rights to access that property?

After a landlord rents a property, he or she gives up the right to enter the property at any time. A landlord should give a tenant at least 24 hours written notice in order to enter the property for any non-emergency reason. If possible, a landlord should talk to the tenant, agree on a time, and put that time in writing.

What constitutes abandonment of a rental property?

A landlord can assume abandonment if:

- the tenant is gone, the landlord does not know where the tenant is, the tenant has left behind furniture and other belongings, and the rent is unpaid for 15 days; or
- the landlord does not know where the tenant is, rent is unpaid, and the tenant's property is gone.

The landlord must hold any property left by the tenant for 30 days and make reasonable efforts to find the tenant. If the property remains unclaimed after 30 days, the landlord may sell the items and use the money to pay for overdue rent.

 [Return to Top](#)

Frequently Asked Questions: for Tenants

What are my rights as a tenant?

- A safe and sanitary home. You have the right to call a health or housing inspector if you think there is a code violation in the property you are renting.
- Privacy, peace, and quiet. A landlord can enter the premises at reasonable times for repairs and inspections, but should notify you first. You have the right to tell a landlord what time is reasonable for you.
- Written receipts for rent or deposits.
- Notice of changes in lease terms. You are entitled to fifteen days notice of any change in your rental agreement.
- Repairs made within a reasonable amount of time after you request them in writing.
- Remain in residence until proper procedure is taken. You have the right to remain in the property you rent until you are legally evicted by a court order. Landlords do not have the right to lock you out of the property.

What are my responsibilities as a tenant?

- Pay your rent on time. As a tenant, you are responsible to pay your full rent on time.
- Take care of property. You must take reasonable care of the property you are renting. When you move, the property must be left in the same condition that you received it, less normal wear and tear.
- Notify the landlord when you are going to be away. Let your landlord know when you are going to be out of town or away from home for an extended period of time.
- Inform your landlord of needed repairs, in writing.
- Keep noise levels down. Be considerate of other renters and neighbors by keeping the noise level down in your home.
- Abide by the lease agreement. Read and discuss your lease with the landlord before you sign it, because you must abide by all its provisions.
- Give notice before moving. Unless otherwise specified in your lease, give 15 days written notice before moving.

How do I break my lease?

There is never a completely safe way to break a lease. If you feel you have a good reason to break your lease, such as the conditions in your apartment being bad, you still take a risk when you move out before your lease has expired. If your landlord sues you for rent or damages after you leave, a judge will determine whether you had a sufficient reason to break your lease. To protect yourself if you do break the lease, give the landlord as much notice as possible that you are moving. Your landlord has a duty to try to re-rent the apartment. After you move, watch the paper for ads, and keep an eye on the property you vacated. After someone else moves in, you are no longer responsible for the rent because your landlord cannot collect rent twice for the same property. The landlord can collect the difference between the old rent and the new rent, under certain conditions.

I received an "Owner's Possession Bond." What are my options?

An "Owner's Possession Bond" is served after the tenant has answered the complaint. If you have received this bond, your available options are:

- a. If you pay all accrued rent and costs within three days after being served with the notice, then you may have the complaint dismissed. This option is available only if the eviction action is based solely upon non-payment of rent or utilities.
- b. You may remain in possession of the property, if you file with the court a "Counter Bond," within three days of being served with the notice of Owner's Possession Bond. The tenant's Counter Bond is approved and filed in the same manner that the landlord obtained the Possession Bond.
- c. Upon written demand, you will be granted a hearing to be held within three days after you are served with the notice of the Owner's Possession Bond. At this hearing, the court will determine if you should remain at the property until further resolution of case issues.
- d. If you demand and receive a hearing and the judge finds that all issues between the landlord and you can be resolved without further court proceedings, a judgment will be entered at that time. If judgment is not entered and the judge allows you to remain in possession of the property until further issues are resolved, the judge must require you to post a bond in the same manner required for the tenant's Counter Bond.
- e. If you do not comply with any of the three remedies, the landlord may ask the court for an "Order of Restitution," which will direct the sheriff or constable to forcefully evict you. This Order of Restitution is issued and served before entry of a judgment.

The time within which either party must appeal a judgment in an eviction case is ten days, with the exception of a nuisance case, for which the time limit is three days

What if my landlord does not return my deposit?

If your landlord does not return your deposit, he or she may be subject to a \$100 civil fine and court expenses. You may also sue your landlord in small claims court for an amount less than \$7,500. Click [here](#) for more information on filing a small claims case.

For what repairs am I responsible?

Generally, tenants are responsible for repairing the rented premises as well as for items that may have been damaged through careless action. For example, if a tenant fails to clean out a sink and it clogs, the tenant will be responsible for repairs.

Are special considerations given for tenants in mobile homes?

If tenants are renting the mobile home itself, the same rules apply as if an apartment was being rented. While many of the general landlord and tenant rules also apply to owners of mobile homes who are renting space for their mobile homes, eviction procedures for owners of mobile homes are different in some ways.

Forms generated by the [Online Court Assistance Program](#) may be useful to a mobile home park, or to the owner of a mobile home, but you should first examine the law or consult with an attorney to be sure you have the correct forms.

Are special considerations given for tenants who receive subsidized housing?

Tenants who receive a government subsidy to help pay their rent, or who live in buildings operated under a federal program, have special rights that are explained in the Code of Federal Regulations. If a tenant is subsidized by the government, the forms provided by this program will probably be useful to both the tenant and the landlord. However, if you have questions about the different rules that apply, you should contact an attorney. Or tenants may wish to contact Utah Legal Services, while landlords may want to contact the Utah Apartment Association.

 [Return to Top](#)

General Frequently Asked Questions

What are Utah's laws about discrimination in renting and leasing?

Federal and state laws prohibit discrimination in all aspects of housing, including rental, sale, and advertising. It is illegal to treat people differently on the basis of race, color, religion, sex, national origin, handicap, family status or source of income. For example, a landlord cannot refuse to rent to people who have children, or who receive welfare. For more information, contact the Industrial Commission of Utah at 801-530-6800.

Are oral agreements enforceable?

Many rental agreements, particularly those arranged on a month-to-month basis, are arranged orally. An oral agreement should address the same matters as a written lease, including utilities, rent, and deposits. The courts will generally uphold an oral agreement. However, leases for renting property for more than a year must be in writing, or the contract will not be enforced by the courts.

How can I settle my differences out of court?


Court processes can be costly and frustrating. Any judge will want to know what efforts were made to resolve tenancy problems before you went to court. To try to avoid a court process, you may want to consider one of the free or low-cost mediation services available in your area. For information on these mediation services, please refer to our ["Obtaining Legal Assistance"](#) page.

What are the different types of eviction notices?

A notice of eviction indicates that the tenant-landlord relationship has been terminated. Four types of notice are described by Utah law:

1. **Three Day Alternative Notice:** This notice must be used if the tenant owes rent, and the landlord requests eviction so that new tenants may occupy the space. The notice indicates that the tenant must pay the rent or leave within three days. If the tenant offers the rent within three days, the landlord must accept it and the eviction process ends. However, if the tenant does not pay the rent within three days and refuses to move out, the landlord may continue with the eviction.
2. **Three Day Nuisance Notice:** This should be used if the tenant has been disturbing his or her neighbors, damaging property, or violating building and health codes. The tenant will have three days to move out before the landlord can continue with the eviction process.
3. **Fifteen Day Notice:** This type of notice does not require a formal reason, and may be used if the landlord simply wants the tenant to vacate the space at the end of a lease term. This notice must be given a minimum of fifteen days before the end of the rental period. If, by that time, the tenant has not moved out, the landlord may continue with the eviction process.
4. **Notice to Comply or Quit:** This notice should be used if the tenant has violated the rental agreement. The landlord must give the tenant a choice of either complying with the agreement, or moving out within five days. If the tenant does neither, the eviction process may be continued.

(Source: *Practical Law in Utah*)

 [Return to Top](#)

Additional Resources

Landlords


- You may wish to contact the Utah Apartment Association. The phone number in Salt Lake City is

801-487-5619.

- Please refer to our "[Obtaining Legal Assistance](#)" page, which describes statewide programs offering free legal consultations.

Tenants

- For help with finding an apartment or information about your landlord, contact the Housing Outreach Program at the Community Action Program. Phone: 359-2444, or visit its website at www.slcap.org
- For help with tenant organizing, contact Utah Tenants United at that same number.
- Utah Legal Services provides free information and representation for qualifying low-income people. Contact Utah Legal Services at the number listed on our "[Obtaining Legal Assistance](#)" page.
- Also, please refer to our "[Obtaining Legal Assistance](#)" page, which describes statewide programs offering free legal consultations.

 [Return to Top](#)

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