

[Close Window](#)

Utah State Courts

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Landlord-Tenant

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 78B, Chapter 6, Pt. 8 of the Utah Code (Utah Code 78B-6-801 through 816).

1. First, the landlord must actually end the tenancy, by delivering to the tenant the appropriate "Notice to Quit," sometimes called a "Notice to Vacate" and often referred to as an "eviction notice." 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 eviction notice and how much notice (time) is required is determined by the tenant's status (i.e., a tenant at will, a tenant on a month to month oral tenancy, or a tenant under a lease). Regardless of the type of tenancy, though, the law requires the use of the statutory process to evict. The requirements for an eviction notice can vary widely depending upon how the person came to reside or remain at the property.
2. After the time in the eviction notice has expired, the landlord then completes the Summons and Complaint for an "Unlawful Detainer" (eviction) lawsuit. The Complaint is filed in the district court (court of general jurisdiction for Utah). The Summons and Complaint must be served on each tenant being evicted 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 an "Answer" with the court within three business days. The Answer allows the tenant to explain to the court and the landlord why he or she should not be evicted, to raise defenses against the court action, and to bring any claims the tenant may have against the landlord. If the tenant cannot answer within three days, the tenant must file a written motion with the court objecting to the three days and asking for more time to answer. The judge will decide if under the facts of the tenant's case the tenant should have more time to answer. Whether or not the tenant is given more time, 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 remove the tenant from the rental property. 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 case may be moved along more quickly by:
 - a. If the eviction is only for non-payment of rent, either the landlord or tenant can request a hearing at any time after the complaint is filed. The hearing will be set within ten days of the tenant filing an answer.
 - b. If the eviction is for criminal nuisance, the court will automatically set a hearing, to be held within ten days of the filing of the complaint.
 - c. The landlord may file an "Owner's Possession Bond" with the court and serve notice of the bond upon the tenant. The landlord can file a Possession Bond at any time after the complaint is filed, but it is most frequently done when the tenant has answered the Complaint because answering the Complaint eliminates the possibility of the landlord obtaining 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.

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 lawsuit in court and serve the tenant with a summons and complaint. This allows the tenant to present defenses to the court.
3. If the judge rules for the landlord, the judge will enter an order for the tenant's eviction by a sheriff called an Order of Restitution.
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.](#)

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, you could be liable for three times the money you owe the landlord for rent and other things, such as damage to the property. Here are some general tips:

- The lawsuit part of 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 three days of being served. 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 complaint. If you do not answer the complaint, 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 extra 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 you keep the rental property 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.
- Month to month tenants must provide 15 days written notice before moving, unless the rental agreement 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.
- Give the tenants 24 hours written notice prior to entering their home, except in emergencies
- 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, unless there is a written rental agreement which specifies a longer notice period. If there is, give written notice of any changes in compliance with the longer period of time in the written agreement.
- Abide by the lease agreement.
- If an eviction is necessary, follow the legal (statutory) eviction process set out in Utah Code 78B-6-801 through 816.

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 (the tenant moves), 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 (city or county). 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 eviction 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. In addition, if you accept a partial amount of rent after the expiration of the eviction notice, this could be construed as entering into a new month to month tenancy with the tenant at the lower amount of rent you have accepted.

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. If you pay in cash or with a money order and don't get a receipt signed by the landlord, then you may be evicted and have no way of proving that you paid. Always insist on a receipt signed by the landlord when paying with cash or a money order.
- Notice of changes in lease terms. You are entitled to fifteen days written notice of any change in your month to month oral rental agreement.
- Repairs made within a reasonable amount of time after you request them in writing. Your city or county may have an ordinance specifying the time that your landlord has to make certain repairs.
- 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. It's best to give this notice in writing and keep a copy for your records.
- Inform your landlord of needed repairs, in writing, and keep a copy for your records.
- 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 after it's signed.
- Give notice before moving. Unless otherwise specified in your lease, give 15 days written notice before the end of your rental term.

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. However, under certain conditions the landlord can collect the difference between the old rent and the new rent.

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

An "Owner's Possession Bond" may be served any time after the landlord files 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. Forms generated by the [Online Court Assistance Program](#) may be useful in your filing a Counter Bond.
- c. If you file a written demand for hearing within three days of being served with a Notice of Possession Bond, you will be granted a hearing. Your hearing will usually be held within three days after you file your request for the hearing. At this hearing, the court will determine if you should remain at the property until further resolution of case issues. Forms generated by the [Online Court Assistance Program](#) may be useful in requesting a hearing.
- 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 any 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 Title 24, Subtitle B, Chapter VIII (811 through 891) of 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 evictions can be costly and frustrating. To try to avoid the 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 "[Finding Legal Help](#)" page.

What are the different types of eviction notices?

Eviction Notices You Can Use

This is a list of the eviction notices available. If a tenant challenges a notice the landlord will have to prove in court that what the notice says is true.

Three Day Pay or Vacate Notice

A three day pay or vacate notice tells tenants to either pay the money they owe or move out within three days after being served this notice. This 3-day notice is used if tenants are behind on rent or they owe any other money under a lease or other rental agreement. Examples:

- late fees,
- deposits,
- repairs which the tenant is responsible for under rental agreement,
- utilities which the tenant is responsible for under rental agreement,
- etc.

Three day notice to comply with the lease or vacate

A three day notice to comply or vacate tells tenants they have 3-days to either comply with the lease, or move out. This notice is used if tenants have violated some term of a lease or rental agreement.

NOTE: The three day comply or vacate notice cannot be used for failure to pay money owed under the lease or other rental agreement. The landlord must use the three day pay or vacate notice instead.

Three Day Nuisance Notice

A three day nuisance notice simply orders a tenant to move in three days. A nuisance is something which interferes with someone else's comfortable enjoyment of their life or property. Anything which injures health, is indecent, offensive to the senses, or interferes with someone's free use of property can be a nuisance. There are two types of nuisance, criminal nuisance and non-criminal nuisance. The criminal nuisance must fall within the categories below. The non-criminal nuisance will sometimes result from criminal activity which does not fall within the criminal criteria immediately below.

Criminal Nuisance Includes Only the Following:

- Committing a felony
- Committing a criminal act affecting the health or safety of a tenant, the landlord, the landlord's agent, or other person on the landlord's property.
- Committing a criminal act causing damage or loss to any tenant's property or the landlord's property.
- Committing a drug or gang related criminal act.
- Threatening violence against any tenant or other person on the premises, or against the landlord or the landlord's agent.
- Committing any other criminal act that directly impacts the peaceful enjoyment of the premises by any tenant or neighbor.

Non-Criminal Nuisance Includes Things Such As:

- Disturbing other tenants or neighbors.
- Having parties so frequently as to interfere with any neighbor's quiet enjoyment.
- Having so many visitors so frequently as to interfere with any neighbor's quiet enjoyment.
- Smoking and the tenant's tobacco smoke drifts into another rental unit, but only if the landlord prohibits smoking in all units.
- Buying, selling, manufacturing, storing, or dispensing illegal drugs or ingredients for illegal drugs. If these acts meet the definition for Criminal Nuisance above, then a Criminal Nuisance Eviction Notice should be used.
- Gambling which interferes with any neighbor's quiet enjoyment. If these acts meet the definition for Criminal Nuisance above, then a Criminal Nuisance Eviction Notice should be used.
- Regularly committing prostitution or promoting prostitution. If these acts meet the definition for Criminal Nuisance above, then a Criminal Nuisance Eviction Notice should be used.
- Weapons violations contrary to Utah Code § 76-10-101 et seq. If these

acts meet the definition for Criminal Nuisance above, then a Criminal Nuisance Eviction Notice should be used.

- Committing criminal acts along with another person. These acts are determined by statute, but may include such things as assault, homicide, kidnapping, felony sexual offenses, sexual exploitation of a minor, destruction of property, burglary, criminal trespass, robbery, aggravated robbery, theft, fraud, extortion, bribery, explosives offenses, weapons offenses, pornography, communications fraud. If these acts meet the definition for Criminal Nuisance above, then a Criminal Nuisance Eviction Notice should be used.

Three Day Notice to Vacate

A three day notice to vacate simply orders a tenant to move in three days. This notice may only be used in a few narrow circumstances. This notice is used if a tenant:

- Has assigned or sublet the leased premises contrary to the lease.
- Commits or permits waste on the premises, which means the tenant is damaging the landlord's property but is not necessarily a nuisance. If the damage caused by the tenant falls within the criteria above for either nuisance or criminal nuisance, then the landlord should use the appropriate nuisance notice.
- Sets up or carries on any unlawful business on or in the premises which does not fall within the criteria for nuisance or criminal nuisance above. If the unlawful activity falls within the criteria for nuisance or criminal nuisance then the landlord should use the appropriate nuisance notice.
- Violates a provision of the lease and the violation cannot be brought into compliance.
- Commits a criminal act on the premises which does not meet the criteria for nuisance or criminal nuisance above. If the criminal act falls within the criteria for nuisance or criminal nuisance then the landlord should use the appropriate nuisance notice.

Fifteen Day no Cause Notice

A 15-day notice can be used if the tenant is on a month to month agreement or a period other than a month-to-month and that period is coming to an end and the landlord wants the tenant to move out when the period is over. The landlord does not have to have a reason for wanting the tenant to move. The notice must be served at least 15-days prior to the end of the rental period. Otherwise, the tenant can stay until the end of the next rental period.

NOTE: The landlord needs to make certain that any written rental agreement signed by the tenant does not contain a provision longer than fifteen days. Many written month to month rental agreements contain a notice requirement of 30 days. If it does, the landlord needs to give the longer notice contained in the agreement.

Five Day Tenant at Will Notice

If there is not a written lease, or other type of written or oral rental agreement, and especially if there never has been one, the tenant is a tenant at will. This situation may occur:

- If there is a guest who refuses to leave.
- If there is a tenant whose lease has already expired and the landlord has told the tenant that the lease will not be renewed. In this situation landlord must not accept any payments after the expiration of the lease. If the landlord does the court may consider that the parties have entered into a month to month contract with the same terms as the prior written lease.
- If a new owner has purchased the home through a sale such as bankruptcy, a sheriff's sale, or through foreclosure, and received a free and clear title, meaning all prior tenant contracts are terminated.

NOTE: A new owner may not use a tenant at will notice if simply purchasing a home from an individual or business entity. When a home is purchased, the new owner takes the home subject to the prior owner's lease or rental agreement with the tenant. If a new owner is evicting a tenant after purchasing a home, the tenant should be served with a 15-day no cause notice if the tenant is on a month to month or other periodic tenancy. Otherwise, the tenant has a right to live in the home until the lease expires.

NOTE: A five-day tenant at will notice cannot be used to evict a tenant who has paid money to the landlord or who has an oral or written agreement with the landlord. In those circumstances one of the other types of notices mentioned above must be used, if appropriate, such as the three-day pay or vacate, three-day cure or vacate, three-day nuisance, three-day vacate, or fifteen-day no cause notice.

 [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 "[Finding Legal Help](#)" 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 "Finding Legal Help" page.
- Also, please refer to our "Finding Legal Help" page, which describes statewide programs offering free legal consultations.

 [Return to Top](#)

Page Last Modified: 1/15/2009
[Close Window](#)