

(Title 57. Real Estate)

Chapter 22. Utah Fit Premises Act

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[57-22-1](#) **Short title.**

This chapter is known as the "Utah Fit Premises Act."

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[57-22-2](#) **Definitions.**

As used in this chapter:

(1) "Owner" means the owner, lessor, or sublessor of a residential rental unit. A managing agent, leasing agent, or resident manager is considered an owner for purposes of notice and other communication required or allowed under this chapter unless the agent or manager specifies otherwise in writing in the rental agreement.

(2) "Rental agreement" means any agreement, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions regarding the use and occupancy of a residential rental unit.

(3) "Renter" means any person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.

(4) "Residential rental unit" means a renter's principal place of residence and includes the appurtenances, grounds, and facilities held out for the use of the residential renter generally, and any other area or facility provided to the renter in the rental agreement. It does not include facilities contained in a boarding or rooming house or similar facility, mobile home lot, or recreational property rented on an occasional basis.

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[57-22-3](#) **Duties of owners and renters - Generally.**

(1) Each owner and his agent renting or leasing a residential rental unit shall maintain that unit in a condition fit for human habitation and in accordance with local ordinances and the rules of the board of health having jurisdiction in the area in which the residential

rental unit is located. Each residential rental unit shall have electrical systems, heating, plumbing, and hot and cold water.

(2) Each renter shall cooperate in maintaining his residential rental unit in accordance with this chapter.

(3) This chapter does not apply to breakage, malfunctions, or other conditions which do not materially affect the physical health or safety of the ordinary renter.

(4) Any duty in this act may be allocated to a different party by explicit written agreement signed by the parties.

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57-22-4 Owner's duties - Maintenance of common areas, building, and utilities - Duty to correct - No duty to correct condition caused by renter - Owner may refuse to correct.

(1) To protect the physical health and safety of the ordinary renter, each owner shall:

(a) not rent the premises unless they are safe, sanitary, and fit for human occupancy;

(b) maintain common areas of the residential rental unit in a sanitary and safe condition;

(c) maintain electrical systems, plumbing, heating, and hot and cold water;

(d) maintain other appliances and facilities as specifically contracted in the lease agreement; and

(e) for buildings containing more than two residential rental units, provide and maintain appropriate receptacles for garbage and other waste and arrange for its removal, except to the extent that renters and owners otherwise agree.

(2) In the event the renter believes the residential rental unit does not comply with the standards for health and safety required under this chapter, the renter shall give written notice of the noncompliance to the owner. Within a reasonable time after receipt of this notice, the owner shall commence action to correct the condition of the unit. The notice required by this subsection shall be served pursuant to Section 78-36-6 .

(3) The owner need not correct or remedy any condition caused by the renter, the renter's family, or the renter's guests or invitees by inappropriate use or misuse of the property during the rental term or any extension of it.

(4) The owner may refuse to correct the condition of the residential rental unit and terminate the rental agreement if the unit is unfit for occupancy. If the owner refuses to correct the condition and intends to terminate the rental agreement, he shall notify the renter in writing within a reasonable time after receipt of the notice of noncompliance. If the rental agreement is terminated, the rent paid shall be prorated to the date the

agreement is terminated, and any balance shall be refunded to the renter along with any deposit due.

(5) The owner is not liable under this chapter for claims for mental suffering or anguish.
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57-22-5 Renter's duties - Cleanliness and sanitation - Compliance with written agreement - Destruction of property, interference with peaceful enjoyment prohibited.

(1) Each renter shall:

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

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

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

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

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

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

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

(h) comply with all appropriate requirements of the rental agreement between the owner and the renter, which may include either a prohibition on, or the allowance of, smoking tobacco products within the residential rental unit, or on the premises, or both.

(2) No renter may:

(a) intentionally or negligently destroy, deface, damage, impair, or remove any part of the residential rental unit or knowingly permit any person to do so;

(b) interfere with the peaceful enjoyment of the residential rental unit of another renter; or

(c) unreasonably deny access to, refuse entry to, or withhold consent to enter the residential rental unit to the owner, agent, or manager for the purpose of making repairs to the unit. 1997

57-22-6 Renter's remedies - Compliance required - Notice to owner or agent-renter entitled to judicial remedy - Attorneys' fees.

(1) A renter is not entitled to the remedies set forth in this section unless the renter is in compliance with all provisions of Section 57-22-5 .

(2) If a reasonable time has elapsed after the renter has served written notice on the owner under Section 57-22-4 and the condition described in the notice has not been corrected, the renter may cause a "notice to repair or correct condition" to be prepared and served on the owner pursuant to Section 78-36-6 . This notice shall:

(a) recite the previous notice served under Subsection 57-22-4 (2);

(b) recite the number of days that have elapsed since the notice was served and state that under the circumstances such a period of time constitutes the reasonable time allowed under Section 57-22-4 ;

(c) state the conditions included in the previous notice which have not been corrected;

(d) make demand that the uncorrected conditions be corrected; and

(e) state that in the event of failure of the owner to commence reasonable corrective action within three days the renter will seek redress in the courts.

(3) (a) If the owner has not corrected or used due diligence to correct the conditions following the notice under this section, the renter is entitled to bring an action in district court.

(b) The court shall endorse on the summons the number of days within which the owner is required to appear and defend the action, which shall not be less than three nor more than 20 days from the date of service.

(c) Upon a showing of an unjustified refusal to correct or the failure to use due diligence to correct a condition described in this chapter, the renter is entitled to damages and injunctive relief as determined by the court.

(d) The damages available to the renter include rent improperly retained or collected. Injunctive relief includes a declaration of the court terminating the rental agreement and an order for the repayment of any deposit and rent due.

(e) The prevailing party shall be awarded attorneys' fees commensurate with the cost of the action brought.

(4) (a) If the renter is notified that the owner intends to terminate the rental agreement pursuant to Section 57-22-4 , the renter is entitled to receive the balance of the rent due and the deposit on the rental unit within ten days of the date the agreement is terminated.

(b) No renter may be required to move sooner than ten days after the date of notice.