



# Rental Housing

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If you are a renter in Utah, you cannot ignore your rights and responsibilities. Landlords also have responsibilities and rights according to the Utah Law. Your rights as a renter include:

## THE RENTER'S RIGHTS:

- \* **You have the right to a safe and sanitary home.** In Utah, cities and counties have enacted building and health codes. Buildings in which there are major violations of these codes are not safe or decent and should not be rented to tenants.
- \* **You have the right to privacy.** You are exchanging your money for the right to privacy and to enjoy the place in peace and quiet.
- \* **You have the right to expect that any repair the landlord has agreed to make will be made within a reasonable amount of time.** Although the landlord retains the right to enter the property at "reasonable times" to inspect it or to make repairs, you should be notified before they do so.
- \* **You have a right to a written receipt.** Every time you pay money for rent or deposits, you have the right to a receipt signed by your landlord or representative. This is particularly important if you pay in cash.
- \* **When you rent, you are entitled to at least fifteen days notice of any change in your rental agreement.** If you have a lease for a specific period of time, the only changes would be the ones you agreed to or ones permitted by the lease.
- \* **You have the right to remain in the place you rent until you are legally evicted by a court order.** Landlords do not have the right to lock you out or take your property. Only a sheriff or constable following a court order can evict you.
- \* When you rent a place, **you have the right to know if any part of the deposit is not refundable.** If your landlord keeps part or all of your deposit, they must provide you with an itemized list of any deductions made. After you move out of the rental unit, any remaining deposit money should be sent to you within 30 days of your moving out or fifteen days after the landlord receives your forwarding address, whichever is later.

## THE RENTER'S RESPONSIBILITIES:

- \* Pay your full rent on time. However, under certain circumstances, you have the right to withhold your rent. One major problem with doing this, is that you run the chance of being evicted.

- \* Take “reasonable care” of the property you are renting. It is, after all, the landlord’s property and you are paying for the use of it. When you move out of the property, it must be in the same condition that it was, except for the normal wear and tear.
- \* Let your landlord know when you are going to be out of town or away from home for a period of time. If possible, let them know how to contact you.
- \* Comply with local board of health rules for tenants.
- \* Keep the place clean.
- \* Inform the landlord, in writing, of needed repairs as soon as they are needed.
- \* Be considerate of other renters and neighbors. They have the same rights as you do.
- \* Abide by all the terms of your lease or rental agreement. If it says “no pets,” don’t have pets.
- \* Do not increase the number of occupants specified in the rental agreement without written permission of the owner.
- \* Do not cause damage to the property.
- \* Do not keep, store or sell illegal drugs.
- \* Give the landlord fifteen days’ written notice before you move out, unless more time is specified in your lease or rental agreement.
- \* It is your obligation to give the landlord a forwarding address, so the landlord can return your deposit.

### **THE OWNER'S RESPONSIBILITIES:**

- \* Complying with the law and the health, building, and safety codes of the city or county in which the property is located.
- \* Allowing you, in exchange for your rent, to live on the property in peace, without reasonable disturbance to you or allowing other tenants of the property to disturb you.
- \* Giving you proper notice of changes in rental terms such as rent increases. Fifteen days is proper notice in the case of a rent increase.
- \* Maintaining the unit in safe and healthy condition and not allowing illegal drugs to be made, sold or stored.
- \* Living up to all the terms of the agreement you made.
- \* Following the legal eviction procedure.

### **RENTAL AGREEMENT AND OTHER ISSUES**

- \* **LANDLORD’S LIEN:** When you move into an apartment your landlord automatically has a claim on some of your personal property if you should fall behind in your rent. However, the landlord cannot just walk into your apartment and take things.
- \* **MOBILE HOMES:** If you rent a mobile home, the same laws that apply to tenants of apartments or houses apply to you. If you OWN the mobile home where you live, a different law applies.
- \* **EVICTION:** Eviction is a quick legal process by which a landlord can get you out of your home or apartment. The eviction process, including any court proceedings can take as little as one week. Being left homeless is serious business, so it is important to know how the process works. If you own and live in a mobile home in a park, or if your rent has been subsidized by the government, the eviction procedure is different. The first and most important thing you should know about eviction is: **your landlord cannot lock you out**

**of your home, move you out of your home, or take any of your property from your home before going through the five-part eviction process.**

## **FAIR HOUSING DISCRIMINATION**

There are now both state and local laws that prohibit discrimination in all aspects of housing: rental, sales, services, advertising, etc. It is illegal to treat people differently on the basis of race, color, religion, sex, national origin, persons with disabilities, family status or source of income. If you believe you have discriminated against, you can contact the Utah Anti-Discrimination Division, 160 East 300 South, Third Floor. P.O. Box 146640. Salt Lake City, Utah 84114-6640. (801) 530-6801 or 1-800-222-1238 (extension 66435).

Source: The Utah Renter's Handbook. Utah Legal Services, SLC, Utah.

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